

5:30 Appointment of Bill Parker and Mark Genovesi to the Milford Ethics Committee - Terms Expire 2026

Appoint of Chris Masucci and Tracy Gomes to the Milford Ethics Committee - Terms Expire 2025

TOWN OF MILFORD

OFFICE OF THE SELECTMEN

TO: Board of Selectmen

FROM: Tina M. Philbrick, Executive Assistant

DATE: July 10, 2023

SUBJ: Ethic Committee Candidates



Per the Town of Milford's Ethics Policy enacted December 26, 2006, the Town should have in place an Ethics Committee consisting of five (5) voting members and two (2) alternates. Members and Alternates shall be private citizens who are residents of the Town of Milford and who do not hold any town official position in the Town. The following individuals have expressed interest in serving as full members of the Ethics Committee.

Bill Parker	Term Expires 2026	Mark Genovesi	Term Expires 2026
Chris Masucci	Term Expires 2025	Tracy Gomes	Term Expires 2025

Thank you

Tina M. Philbrick
Executive Assistant

PUBLIC HEARING FOR THE PURPOSE OF AUTHORIZING:**(1) The acceptance for expenditure of unanticipated funds under RSA 31:95-b for the following:**

- \$20,141.50 Federal Grant - NH Highway Safety Project #24-120
Funding for overtime and equipment for the Milford Highway Safety Grant FFY24 conducted from October 1, 2023-September 30, 2024. This grant consists of Speed Enforcement Patrols (\$1,600.00) DUI Patrols (\$3,200.00), Distracted Driving Patrols (\$3,900.00), Join the NH Clique Patrols (\$850.00), Drive Sober or Get Pulled Over Patrols (\$1,700.00), and U Drive, U Text, U Pay Patrols (\$850.00) and Speed Enforcement Equipment (\$8,041.50 with the match of \$2,680.50 from the Milford Police Dept. budget). The patrols will be conducted on specific dates during the grant period.
- \$40,000.00 Lead Service Inventory Grant - NHDES Drinking Water & Groundwater Bureau
Funding for the Water Lead Service Inventory Grant for the Water Dept.

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

None at this time.

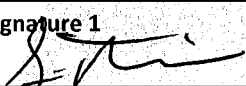
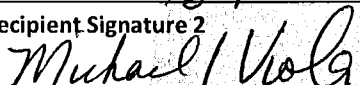
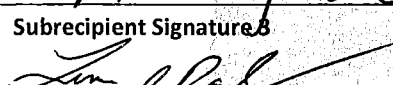
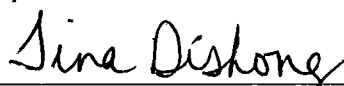
OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:

GENERAL PROVISIONS

Grant Agreement Title: Milford PD Highway Safety Grant Grant Agreement #: 24-120

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name Milford Police Department		1.4. Subrecipient Address 19 Garden St. Milford, NH 03055	
Chief of Police Name: Michael Viola		Chief of Police email: mviola@milford.nh.gov	
Grant Contact Name: Captain Shawn Pelletier		Grant Contact's email: spelletier@milford.nh.gov	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) Town Government		1.4.2 UEI # CM81ZEKWMFU Exp Date: 01/31/2024	
1.5. Subrecipient Phone # 603-249-0630 x358	1.6. Effective Date 10/01/2023	1.7. Completion Date 09/30/2024	1.8. Grant Limitation \$ 20,141.50 <small>(Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))</small>
1.9. Grant Officer for State Agency Stephen Fisher/James Gilbert		1.10. State Agency Telephone Number 603-271-2021/603-271-6708	
"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." RSA Chapter 37 - Chairman of Selectmen, Town Manager, Mayor, County Commissioners.			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Captain Shawn Pelletier	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Michael J. Viola Chief of Police	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Lincoln Daley Town Administrator	
1.13. Acknowledgment: State of New Hampshire, County of _____, on 1 / 1, before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		1.13.2 Name & Title of Notary Public or Justice of the Peace Tina Dishong, Administrative Assistant	
1.14 State Agency Signature 1 X _____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner - or Designee NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable)			
By: _____ On: / /			

Scope of Work

SPEED ENFORCEMENT

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Speed overtime enforcement patrols should support the problem statement identified in your grant application.
- Speed enforcement patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.
- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in both location and area of enforcement, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: SP
Date: 06/14/23

Grantee Initials: MV
Date: 06/14/2023

Grantee Initials: LO
Date: 6/15/23

Scope of Work

Impaired Driving Enforcement (DUI)

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- DUI enforcement patrols, including DUI saturation patrols, can be a minimum of **4-hours** or a maximum of **6-hours** in duration. These hours shall be run consecutively without interruption.
- With **written**, pre-approval, from the Office of Highway Safety, departments may conduct 6-hour Sobriety Check Points.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.
- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: SP
Date: 06/14/23

Grantee Initials: MV
Date: 06/14/2023

Grantee Initials: LO
Date: 6/15/23

Scope of Work

Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing New Hampshire's Hands Free Electronic Device Law as well as other activities that occur behind the wheel that cause the driver to be distracted. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- The locations, as well as time and days, of the distracted driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- Distracted Driving enforcement patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided as to why. **Note:** When conducting Distracted Driving enforcement patrols using a spotter technique (one officer in a cruiser and one officer outside the cruiser), 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time. **Exception:** Two officers per cruiser when utilizing a spotter (one officer in a cruiser and one officer outside the cruiser), is allowed when a department is conducting strategic Distracted Driving patrols.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.
- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: SP
Date: 6/6/23

Grantee Initials: MV
Date: 06/14/2023

Grantee Initials: LD
Date: 6/15/23

Scope of Work

High Visibility Mobilizations

Departments have an allowable budget to conduct overtime enforcement during each of the time periods listed below. Unspent funds from a campaign period cannot be rolled over into any other enforcement activity.

Grant-funded overtime enforcement activity shall occur on the required dates and primary enforcement efforts should be project specific; departments are encouraged to use their own internal data to conduct enforcement activity in their community hotspots.

The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.

NOTE: Please e-mail your Field Representatives at HWYSAFETYMAIL@dos.nh.gov, *in advance*, if a mobilization effort will **not** be conducted.

Join the NH Clique Enforcement Patrols- \$850 total: The purpose of this mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts. Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent. Officers conducting the "Join the NH Clique Patrols", are highly recommended to complete an Online training course; "Child Passenger", sponsored by Police Standards and Training.

- **Required Dates:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 3rd Quarter*

Drive Sober or Get Pulled Over-\$850 each: The purpose of these **two** mobilizations will focus on the apprehension of the impaired driver. Unspent funds from the first DSOGPO campaign may be rolled over to the second DSOGPO campaign.

- **\$850- Required Dates of the first mobilization:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 1st Quarter*
- **\$850- Required Dates of the second mobilization:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 4th Quarter*

U Drive, U Text, U Pay-\$850 total: The purpose of this mobilization is to enforce New Hampshire's Hands Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.

- **Required Dates:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 3rd Quarter*

Grantee Initials: SP
Date: 06/14/23

Grantee Initials: MV
Date: 06/14/2023

Grantee Initials: LD
Date: 6/15/23

Scope of Work

Speed Enforcement Equipment

NOTE: All equipment that is \$5,000.00 or more individually must meet the "BUY AMERICA" requirement and receive prior written approval from the National Highway Traffic Safety Administration (NHTSA) before it can be purchased. The Office of Highway Safety shall be under no obligation to provide reimbursement to a grantee for equipment purchased outside of these requirements.

Final written approval must be given prior to purchases of equipment.

EQUIPMENT AWARDED IS INDICATED BY AN "X" NEXT TO THE PROJECT

- Speed enforcement equipment grants available to current speed enforcement grantees only.
- Funded enforcement grants must be conducted in order to obtain current speed enforcement equipment.
 - Speed Radar Display Trailer W/ Statistical Software and Costs of Initial Year – 1 maximum
 - X Movable Radar Speed Display Sign – 3 maximum
 - Hand Held LiDAR Unit – 5 maximum
 - In Car Radar Unit – 5 maximum
 - Traffic Data Recording Device – 3 maximum
- Speed Enforcement Equipment shall be reimbursed at 75%.

Other Important Requirements

- It is required that a speed enforcement efforts be conducted in problem areas identified by data produced by radar trailers and or radar display signs.
- Speed Radar Display Trailers and Movable Radar Speed display signs shall include data collection software so that data can be viewed to address problem areas. Grantees agree to maintain software license after initial equipment purchased. Data collected from equipment shall be submitted to the Office of Highway Safety as requested.
- At the request of the New Hampshire Office of Highway Safety, Speed Radar Display Trailers and display signs, will be utilized during national or state mobilization efforts for highway safety messaging. Please obtain a photo showing placement for a specific location.
- Speed display signs shall be movable and not permanently fixed (i.e. permanently secured to a pole, etc.) to help address problem areas occurring on roads traversing through the community.
- Speed radar trailers and signs shall be moved regularly within the community to address areas of highway safety concern.
- Hand held LiDAR and in car radar equipment must only be used by those officers trained and certified in the use of such equipment.
- Purchased equipment must be deployed within 30 days of receiving equipment.
- All equipment must be purchased prior to the end of the 3rd Quarter, June 30. Equipment Reimbursements must be submitted no later than July 15.

Grantee Initials: SP
Date: 06/14/23

Grantee Initials: MV
Date: 06/14/2023

Grantee Initials: LD
Date: 6/15/23

- Audit costs are allowable.
- Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
- Entertainment costs are unallowable.
- Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
- Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
 - eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: Michael J. Viola Date: 06/14/2023

Signors Printed Name: Michael J. Viola Signors Title: Chief of Police

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: Michael J. Viola Date: 06/14/2023

Signors Printed Name: Michael J. Viola Signors Title: Chief of Police

EXHIBIT A

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT PATROLS	\$1,600.00	\$400.00
DUI ENFORCEMENT	\$3,200.00	\$800.00
DISTRACTED DRIVING	\$3,900.00	\$975.00
PEDESTRIAN BICYCLE	\$0.00	\$0.00
JOIN THE NH CLIQUE	\$850.00	\$212.50
DRIVE SOBER OR GET PULLED OVER	\$1,700.00	\$425.00
U DRIVE, U TEXT, U PAY	\$850.00	\$212.50
E-CRASH EQUIPMENT (MDT)	\$0.00	\$0.00
E-CRASH EQUIPMENT (Printers/Scanners/Receivers/Software)	\$0.00	\$0.00
SPEED EQUIPMENT	\$8,041.50	\$2,680.50
C.A.R. EQUIPMENT	\$0.00	\$0.00
C.A.R. TRAINING	\$0.00	\$0.00
EMERGENCY MEDICAL SERVICES (Fire Extrication Equipment)	\$0.00	\$0.00
Community Outreach & Betterment (COB) Grant	\$0.00	\$0.00
Total <small>Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).</small>	\$ 20,141.50	\$5,705.50

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
Budget period (new) – 10/01/2023 to 09/30/2024
Is This a Research and Development Project: NO

Project Titles, PSP & Task, ALN, and FAIN Numbers (FFY24)

SPEED ENFORCEMENT PATROLS

PSP & Task 24-02-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

SPEED EQUIPMENT

PSP & Task 24-02-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

DUI ENFORCEMENT

PSP & Task 24-07-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

DISTRACTED DRIVING

PSP & Task 24-04-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

PEDESTRIAN BICYCLE

PSP & Task 24-06-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

JOIN THE NH CLIQUE

PSP & Task 24-01-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

DRIVE SOBER OR GET PULLED OVER

PSP & Task 24-07-11 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

U DRIVE, U TEXT, U PAY

PSP & Task 24-04-11 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

E-CRASH EQUIPMENT (MDT)

PSP & Task 24-03-06 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

E-CRASH EQUIPMENT (Printers/Scanners/Receivers/C.A.R. Equipment/C.A.R. Training)

PSP & Task 24-03-06 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

EMERGENCY MEDICAL SERVICES (Fire Extrication Equipment)

PSP & Task 24-10-03 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO

COMMUNITY OUTREACH & BETTERMENT (COB) GRANT

PSP & Task 24-09-03 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NHO, 69A37522300004020NHO, 69A37523300004020NHO, 69A3752400004020NHO, 69A3752230SUP4020NHO, 69A3752330SUP4020NHO



Large PWS LSLI Grant Program

Water Division | Drinking Water Groundwater Bureau
Lead Service Line Inventory, Sampling Plan,
and Replacement Plan Grant



1. Introduction:

The New Hampshire Department of Environmental Services (NHDES) Drinking Water and Groundwater Bureau (DWGB) is pleased to announce the *Lead Service Line Inventory (LSLI) and Replacement Plan for Large Community Water Systems Grant* program. The program budget allows grants of \$50,000 to \$100,000 based on number of service connections. No community match is required. Total project cost may exceed the grant amount; however, only the grant amount will be reimbursed.

The new Lead Copper Rule Revision (LCRR) under the U.S. Environmental Protection Agency (USEPA) requires community water systems and non-transient, non-community water systems, herein referred to as “water systems” or “systems,” to develop and submit to NHDES an inventory of service lines within the water system’s distribution system by October 16, 2024. The purpose of the inventory is to identify the location, material, and other pertinent information of service lines and ultimately create a replacement plan for all lead service lines and galvanized service lines downstream of lead pipe, also known as “galvanized requiring replacement,” within public water distribution systems nationwide. This includes the entirety of the service line from the water main to the structure. In certain instances where sampling data dictates, in addition to being required to submit service line inventories, systems will be required to submit a documented replacement program for replacing the service lines requiring replacement to the NHDES by October 16, 2024. This grant program is to assist communities in preparing a service line inventory that includes information for all the services in the distribution system, to update the sampling plan, and to prepare replacement plans for systems (when required).

The service line inventory must be made publicly accessible and include a unique location identifier for each “Lead Service Line” (LSL). It is the goal of NHDES to make all LSL inventories available by constructing a web-based, map-enabled portal to allow system owners and operators to securely enter spatial and tabular inventory data, make edits, and submit as-built plans or other documents in .pdf format. Due to the timing of the LSL inventory requirement, NHDES has created a draft Excel spreadsheet for interim use as a template for completing inventories until the portal becomes available. The intent is to use this spreadsheet to collect inventory data that will be uploaded once the portal is available in 2023.

Funds for this program may be used for in-house or outside services. Consultants should be selected based on their knowledge and experience with similar projects. Eligible activities include, but are not limited to, the following tasks when used for creating the Lead Service Line Inventories, Sampling Plans, and Replacement Plans: digitizing historic records, building inspections, test pits/potholing, and water quality testing (non-compliance only).

NOTE: Small Community and Non-Transient, Non-Community Water Systems which are NOT on the list below will receive LSLI, Sampling Plan, and Replacement Plan assistance through a separate DWGB program.

2. Criteria:

- Lead Service Line Inventories (LSLI), Sampling Plans, and Replacement Plans are eligible for large community water systems listed in the table below.

- **Funding:** Maximum grant award is based on the number of service connections in the water system.

# connections	Maximum Grant Amount
<=7000	\$50,000
7001-20000	\$75,000
>20000	\$100,000

- **Match:** A community match is **not** required. Total project cost may exceed maximum grant amount; however, no additional funds will be reimbursed.
- **NHDES will not reimburse work completed prior to the grant approval.**
- **There is no deadline for this submittal;** however, the deadline to complete inventories and replacement plans is October 16, 2024. Grants will be distributed on a first come, first served basis.

PWS ID	SYSTEM NAME	PWS ID	SYSTEM NAME
0231010	BERLIN WATER WORKS	1351010	LINCOLN WATER WORKS
0461010	CLAREMONT WATER DEPT	1471010	MANCHESTER WATER WORKS
0501010	CONCORD WATER DEPT	1531010	MERRIMACK VILLAGE DIST
0611010	DERRY WATER DEPT	1731010	NEWMARKET WATER WORKS
0651010	DOVER WATER DEPT	1871010	PETERBOROUGH WATER WORKS
0801010	EXETER WATER DEPT	1951010	PORTSMOUTH WATER WORKS (and 1951020)
0851010	FRANKLIN WATER WORKS	2001010	ROCHESTER WATER DEPT
1031010	HAMPSTEAD AREA WATER	2051010	SALEM WATER DEPT
1071010	HANOVER WATER DEPT	2111010	SEABROOK WATER DEPT
1181010	CENTRAL HOOKSETT WATER PCT	2151010	SOMERSWORTH WATER WORKS
1241010	KEENE WATER DEPT	Multiple	PENNICHUCK (All Pennichuck-owned systems)
1281010	LACONIA WATER WORKS	Multiple	AQUARION (All Aquarion-owned systems)
1321010	LEBANON WATER DEPT	-	-

3. Grant Approval Process and Documentation:

Selected grant recipients will be notified in writing and must enter into a grant agreement with the NHDES to receive funds. NHDES will use the information provided in the application to prepare the grant agreement and exhibits. This is a reimbursement grant which requires you to complete work and provide deliverables for review and approval before requesting payment. Reimbursements can be provided throughout the project duration as deliverables are approved.

Grant agreement documentation will be required to be submitted to NHDES for final approval by Governor and Council. Once the grant has received final approval, the project can begin.

4. Application (next page):

Applications shall be emailed to: Jen Mates, NHDES-DWGB, jennifer.s.mates@des.nh.gov



Large PWS LSLI Grant Program Application

Water Division | Drinking Water Groundwater Bureau
Lead Service Line Inventory, Sampling Plan,
and Replacement Plan Grant



General System Information	
<i>PWS Name/Applicant</i>	Milford Water Utilities Department
<i>Project Location</i>	Milford, NH
<i>PWS ID #</i>	1561010
<i>Contact Person and Title</i>	Jim Pouliot, Water Utilities Director
<i>Contact Person Email Address</i>	jpouliot@milford.nh.gov
<i>Contact Person Phone</i>	603-249-0661

System Owner Information	
<i>System Owner Name</i>	Jim Pouliot
<i>System Owner Title</i>	Water Utilities Director
<i>System Owner Email Address</i>	jpouliot@milford.nh.gov
<i>System Owner Phone</i>	603-249-0661

Additional Information	
<p><i>Proposed project (use additional pages as necessary).</i></p> <p><i>Describe the work proposed to meet the October 16, 2024 deadline for compliance with the LCRR inventory, sampling plan, and replacement plan requirements.</i></p>	<p>See attached Exhibit A for the description of work and schedule.</p>
<p><i>Key staff managing and working on the project, if known. Has the community engaged or discussed engaging a consultant to perform the work?</i></p>	<p>Jim Pouliot will be the main staff person on the project for the Milford Water Utilities Department. The community has contracted Underwood Engineers to perform the work. Margaret Blank, P.E. will be the project manager for this project.</p>



DRINKING WATER INFRASTRUCTURE PROJECT CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water and Groundwater Bureau Grants,
Drinking Water and 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 (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of New Hampshire Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:**

1. *Following a funding offer from NHDES, obtain the authority to accept grant funds and assign an Authorized Representative (AR) from the grantees governing body. This will likely require a vote at a meeting of the governing body. A vote may take place any time prior to execution of the Grant Agreement.*
2. *Once the Grant Agreement has been received from NHDES, someone other than the AR (who can certify actions taken at the referenced meeting) completes and signs the COV. The AR cannot sign the COV. The COV must be signed and notarized on the same date as, or within 30 days of, when the AR signs the Grant Agreement. The 30-day window applies to either side of the execution date.*
3. *The AR signs the Grant Agreement and initials and dates the bottom of each page including the Exhibits.*
4. *Mail original COV and Grant Agreement documents to program contact at NHDES.*

Certificate of Vote of Authorization

WATER UTILITIES – TOWN OF MILFORD NH

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

I, Gary Daniels of the Town of Milford NH do hereby certify that at a meeting held on July 10, 2023, 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 Drinking Water improvement project.

The Town of Milford Board of Selectmen further authorized the Town Administrator, Lincoln Daley 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 Gary Daniels, the 10th day of July 2023.

Gary Daniels Signature: _____

On this 10th day of July 2023, Tina M. Philbrick, before me (Notary Public) the undersigned Officer, personally appeared. Gary Daniels, who acknowledged himself to be the Chairman of the Board of Selectmen of 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: _____.

[Drinking Water State Revolving Fund](#)
[Drinking Water & Ground Water Trust Fund](#)
[PFAS- Remediation Loan Fund](#)

6:00 Information Systems Departmental Update - IT Director, Bruce Dickerson

TO: Board of Selectmen
SUBJECT: IT Department Update
CC: Lincoln Daley

FROM: Bruce Dickerson & Randy Ippolito
DATE: 07/10/2023

The IT Department is responsible for the Applications; Computers; Phones; Data Storage and Networking of all Milford Town facilities. This includes the Town Hall; Police Dept; Fire Dept; Ambulance Dept; Public Works; Water Utilities; Wadleigh Library; Transfer Station; Keyes Field & the Welfare Office at the Share building. We manage our own Exchange eMail server and do our best to protect our data and networks with extensive backup systems and a heavy-duty firewall/security system.

Major Department Accomplishments in the Last Year

- Upgrade our Exchange eMail Application from Version 2013 to 2019
- Upgrade all of our 20 Windows Servers from Version 2012 to 2022
- Upgrade all Employees Microsoft Office from Version 2010 to 2022
- Upgrade our VMWare to version 7 and added RAM in all 3 Hosts to let us update without interruption
- Upgrade our NEC VOiP phone system to a supported level with approximately 50+ phones replaced
- New Consolidated dark fiber connection from Town Hall to the Water Utilities Department in order to allow tighter controls over cybersecurity; move their Server room and rewire their building's network
- Institute ongoing Town Employee Cybersecurity training sessions and simulated phishing attacks with KnowBe4, a well-known cyber training application
- Upgraded WiFi at Town Hall, DPW, Water Utilities and Ambulance

Department Status

- Budget: As of 7/3 we've spent 48.9% of our 2023 allotment. We've focused on our network infrastructure this year and have spent nearly 80% of that line item.
- Personnel: The current plan is for Randy to replace me at the end of next year. We'll look to hire an IT Assistant to replace Randy. I'll continue on in a part-time capacity to help with projects/training/etc.

Major Goals for the Upcoming Year

- **Fiber to Keyes Pool House (ARPA funded)**
Public Works has finished running conduit trenches. We're waiting on Howard Communications to run the fiber.
- **Develop a Cloud accessible file share for town use including building SDS sheets**
Creating a budget friendly file sharing platform for interdepartmental sharing as well as a way to share files larger than email allows. Currently in development/testing phase with a Synology NAS.
- **Security System at Keyes (ARPA funded)**
Place security cameras at strategic locations throughout Keyes field to curb vandalism
- **Disaster Recovery System at the PD**
Our VMWare cluster has 16 virtual servers that run on 3 physical host servers with the data stored on our SAN (2022) at Town Hall. We can currently lose 2 of the 3 host servers without any downtime. One host server will be moved to the PD and our current SAN will synchronize to our older SAN (2017).
- **Department Application Upgrades/Migrations**
 - Munis (Financial App used by all departments): Major version upgrade (August)
 - PermitEyes: New CommDev online permitting system to replace ineffective Munis ver (OCT).
 - Muni-Link: New Water Utility Billing system to replace Munis water billing system.
 - Update NEC phone system to latest version
- **CyberSecurity**
Continue utilizing the ARPA and State Water/Sewer grants to upgrade and add to our cybersecurity protections.

TOWN OF MILFORD

Information Technology Department



Date: July 10, 2023
To: Board of Selectman
Lincoln Daley, Town Administrator
From: Bruce Dickerson & Randy Ippolito, IT Department
Subject: Approval needed to Expend Funds from the IT Capital Reserve Fund

In March of 2021, the voters approved the Information Technology Infrastructure Capital Reserve Fund and appointed the Board of Selectman as agents to expend from this fund. This fund was created to help smooth out the IT budget with a number of one-time, large cost items needed over the next few years.

About p.m. on Saturday of Memorial Day weekend, a camper turning onto School St from Amherst St hooked and destroyed the fiber cable that connects the Fire Department to our Town Hall network. The Fire Department lost their phones, email and internet access. They were back up by Saturday night utilizing a temporary (much slower) point-to-point VPN between their cable modem and ours. The fiber to the library was also damaged during this incident. It is somewhat functional but 2 of the 6 fibers no longer work.

Attached to this letter is a quote for \$9,277.00 from Howard Communications to repair the fiber to both locations. This is the same company that originally ran the fiber to the FD and Library about 18 years ago, and will be running a new fiber line to Keyes Park soon.

We are asking for your approval to expend this amount from the Information Technology Infrastructure Capital Reserve Fund for the fiber repair. Our Finance Director has been in touch with NH Primex and I've communicated with their adjuster. Should any insurance funds come through for this, Paul assured me that they can be placed back into our Capital Reserve Fund.

Thank you for your time and consideration.

HOWARDSYSTEMS^{LLC}

A Technology Integration Company
16, Quarry Drive, Rochester, NH 03867

June 2, 2023

Town of Milford, NH
Attn: Bruce Dickerson
Information Technology
1 Union Square
Milford, NH 03055

Via e-Mail: bdickerson@milford.nh.gov

Re: Proposal – Fiber Link replace and repair

Dear Bruce,

Thank you for allowing us to provide this proposal for the above referenced project. As a company providing technology integration services in municipal, commercial and residential locations throughout New England and beyond, our past performance shows a leading role in the type of installation that would support your requirements.

SCOPE 1: Town Hall to Fire Station and Library Fiber

Our understanding of this project and the basis for this proposal is that the Town of Milford is interested in reestablishing a fiber link from the Town Hall to Fire Station and Library damaged. Howard systems will install Aerial pathways from Town Hall Middle St location to School St poll where fiber break is located. This includes all poll mounting hardware and ¼-strand wire.

Howard Systems will procure and install Indoor/Outdoor Single Mode 6 strand fiber from Town Hall Middle St server room to library data room via Aerial and underground using existing pathway to the library closet.

Howard Systems will procure and install Indoor/Outdoor Single Mode 6 strand fiber from Town Hall Middle St server room to school street pole and fusion splice to the existing fiber at that pole. Included Aerial fiber storage sno-shoes and Fiber fusion enclosure and fiber fusion splicing

Howard Systems will procure and install a new rackmount fiber enclosure with single mode SC fiber inserts with SC single mode fiber connectors. Howard Systems will lash all fiber to the strand.

Howard Systems will provide, install and terminate fiber and ends at data closets Customer will provide media converters, and fiber jumpers for new install. Terminated ends will be labeled and test results provided.

PROJECT PRICING:

Pricing for this project as proposed above: = \$9,277.00

ASSUMPTIONS:

The following assumptions were made in preparation of this scope of work. Deviations from these assumptions will be subject to negotiation.

- Work accomplished during Howard Systems' normal business hours and Howard Systems will have ready access to the work areas on the agreed installation dates.
- Material may have a 2 to 3 week lead time.
- Customer to provide for installation of any 110v electrical power as needed.
- Customer to provide all underground marking as needed
- Customer to provide paving and ledge removal cost
- Customer to provide all necessary permits.
- Customer to provide all necessary police detail.
- Howard Systems not responsible for faulty materials provided by others.
- A 60% deposit is required to begin the work with the remaining 40% due upon completion.

TERMS:

Howard Systems standard terms apply.

ACCEPTED BY: Bruce Dickerson
Printed Name: _____

Signature:  _____

Date: 6/20/2023

Title: IT Director _____

Purchase Order: 20JUN2023 _____

Email are accepted as authorizing work to proceed

MEMORANDUM

To: Board of Selectmen
From: Eric Schelberg, Director
Date: July 5, 2023
Subject: Ambulance Purchase Authorization



This email serves to request permission from the Board, to purchase one PL Custom ambulance supplied by Sugarloaf Ambulance/Rescue Vehicles in the amount of \$357,831.

The department solicited bids from five ambulance manufacturer vendors and received bids from two as follows:

- Sugarloaf Vehicles: PL Custom Medallion Series - \$357,831
- Autotronics – Braun Chief XL - \$353,748

The PL Custom vehicle was selected as the ambulance of choice based on meeting specification requirements, road mobile service and price being comparable to the other vendor.

The remaining balance of the approved Warrant Article will be used for mobile radio uninstall and install and purchase of durable equipment for delivery and payment in 2025 as directed by the Board.

Please reach out with questions regarding this request.



Town of Milford

POLICE DEPARTMENT

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

Michael J. Viola
Chief of Police



To: Lincoln Daley, Town Administrator, Board of Selectmen
From: Chief Michael J. Viola
Date: July 5, 2023
Ref: Department Update

Area of Responsibility: The Milford Police Department is responsible for the overall protection of life and property through the enforcement of laws and regulations. Our Officers are responsible for maintaining public order and safety, enforcing laws, and preventing, detecting, and investigating criminal activity. Daily responsibilities include:

- Officers proactively patrol areas within the Town of Milford
- Officers responding to calls for service
- Officers conducting preliminary and follow-up criminal and traffic investigations

Our department is also committed to building a good working relationship with the businesses, residents, and visitors of the Town of Milford.

Financial Status:

As of July 3rd, 50.1% of the year has been completed and the Police Department, as of July 3rd, has expended approximately 43% of its approved budget. The following is an overview of the line items that are over expended:

- 12002-514202 Wages-OT-Teamsters – (\$1,874.95). This line item pertains to the front office staff that we have at the department and is related to coverage issues and training of new personnel for the administrative assistant position.
- 12002.O-514000 Wages Overtime Sergeants – (\$6,125.80). This line item pertains to the Patrol Sergeants and is mostly related to coverage due to staffing issues.
- 12002.O-514201 Wages OPS-Overtime Patrol – (\$4,743.36). This line item pertains to the Patrol Officers (AFSCME) and is mostly related to coverage due to staffing issues.
- 12002.S-514000 Wages-Overtime – (\$3,557.89). This line item pertains to the Detective Sergeant position and is related to coverage due to staffing issues and investigations.
- 12002.S-514201 Wages Support-Overtime – (\$675.05). This line item pertains to the Detectives (AFSCME) and is related to coverage due to staffing issues and investigations.

- 12002.S-561004 Police Support Training Supplies – (\$392.78). This line item pertains to supplies needed for training. The overage is related to ammunition that we needed to purchase for the department's firearms instructors, recruits, and also for the transition in firearms.

Employee Update:

The Milford Police Department has 27 Sworn Police Officer positions and 11 non-sworn positions. Currently, the department is down 5 sworn officer positions.

- On June 16, 2023, we had two Officers that graduated from the academy. Both Officers are currently in the department's FTO program.
- Currently, we have two Officers in the Academy which started on June 12, 2023.
- The department hired a part-time administrative assistant in June.

Vehicular Update:

- The department is currently waiting on two marked vehicles from MHQ, which were ordered after the town vote.
- 3 vehicles are down for transmission replacements. (All under warranty)
- 2008 Ford Fusion is down due to a failed inspection. Approximate costs of repairs are \$2,300.00.

Major Projects in the next three Months:

- The department is currently in the process of transitioning from 40 caliber firearms to 9mm firearms, which was approved earlier this year.
- The department is currently in the process of setting up a multi-department training session, which will involve police, fire, ambulance, and MACC Base.

Does the change to a 4.5-day work week result in any changes? N/A

How can Residents Report issues that require the attention of the department?

In regards to reporting activity that needs police-related resources, citizens should contact MACC Base by telephone or the Milford Police Department by telephone or in person. They can also contact the police department via social media and email. Social media and email are not always checked daily so I would advise people that need assistance to contact the Police Department by phone or in person.

The Milford Police Department also has a Crime Tip Line where a person can report information that can be followed up on. This line should be used for informational purposes and not for the use of reporting an issue that needs immediate assistance.

If a person has a complaint against a person employed by the Milford Police Department they can file their complaint in person, by telephone, or through the Town of Milford Police Department page. There is a form that they can access on the site.

Are there vacancies on any commissions, committees, or subcommittees with which your department is associated? N/A

Is there anything Prohibiting the Department from meeting its annual goals?

The current issue that our department is experiencing is the lack of interest in becoming a law enforcement officer. Our department along with other police departments around the state and country is experiencing a significant decline in the number of applicants that are interested in becoming a Police Officer. Over the past two years, we have been working on ways to bring interested individuals to our department, which has resulted in bringing in four new Officers in the past year. This is an ongoing process and we will continue in our efforts to bring our department back to full staff.

Is there anything the BOS can do to assist the department in meeting its goals?

I am looking forward to working with the Town Administration and the Board of Selectmen to ensure that our department is maintaining or exceeding the level of service that our community expects and deserves.

CONTRACT AND SPECIFICATIONS

for

WATER SYSTEM FOR SPIGOTS

Lincoln Daley TownAdministrator

Town of Milford, New Hampshire

Prepared by:

Town of Milford

Public Works Department
289 South Street

Milford , New Hampshire 03801

Town of Milford
Milford , New Hampshire
Department of Public Works

WATER SYSTEM FOR SPIGOTS

INVITATION TO BID

Sealed bid proposals, **plainly marked**, Water System Spigots , Bid #02-23 **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, 1 Union Square Milford, New Hampshire, 03055, will be accepted until 2:00 p.m. July 31, 2023 at which time all bids will be publicly opened and read aloud.

Bid #02-2023 WATER SYSTEM FOR SPIGOTS to be applied prior to July 31, 2023:

Specifications and bid proposal forms may be obtained from the Department of Public Works Department 289 South Street Milford NH by calling the DWP at 603-249-0685, or from our website Town of Milford. **Please continue below for the complete bid package.** Questions may be directed to the DPW .

The Town of Milford reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

a) Attention is directed to the fact that appended to these specifications is a complete set of bidding and general contract forms. These forms may be detached from the specifications and executed for the submittal of bids.

b) The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

c) The bidders must submit a statement of bidders qualifications if requested.

2. Issuance of Proposal Forms

The Town of Milford , herein referred to as the Owner, reserves the right to deny a proposal form to a prospective bidder or to disqualify a bidder if the bidder is in default for any of the following reasons:

a) Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise.

b) Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded.

c) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts.

d) Default under previous contracts.

e) Unsatisfactory performance on previous contracts.

f) The proposal is improper or nonconforming as defined in item 7 of this section.

4. Preparation of Proposal

a) The bidder shall submit his or her proposal upon the forms furnished by the Owner.

All words and figures shall be in ink or typed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

7. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- a) If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached.
- b) If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning.
- c) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

8. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

9. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

10. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

11. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- b) Evidence of collusion among bidders.

- c) Failure to submit all required information requested in the bid specifications.
- d) Such disqualification would be in the best interests of the Owner.

12. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject said bid based on the contents of said statement or as a result of the failure of the bidder to submit said statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price to be charged to perform the work. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

b) The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the sole discretion of the Owner the best interest of the Town of Milford will be promoted thereby.

2. Award of Contract

Within 10 working calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to responsible and qualified bidder whose proposal complies with all the requirements prescribed. The Town has the right not to award to the lowest bidder if preferred. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

4. Execution and Approval of Contract

The successful bidder will be required to present all required insurance certificates and execute the contract within 5 days following notification of acceptance of his or her bid. No contract shall be considered as in effect until it has been fully executed by all parties thereto.

5. Failure to Execute Contract

Failure to execute the contract and provide required insurance certificates within 5 days after notification of acceptance of bid shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

PROPOSAL FORM

WATER SYSTEM FOR SPIGOTS

TOWN OF MILFORD

To the Town of Milford, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

- 1. All interested in the Bid as Principals are named herein.
- 2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
- 3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Town of Milford DPW Director. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item

THIS PROJECT SHALL BE BID BY LUMP SUM PRICES:

_____ —

Unit price in words

DOLLARS : \$

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, he will accept compensation as stipulated therein.

_____ Date

_____ Bidder

PROPOSAL FORM (continued)

By: _____

Title: _____

Business Address _____

City, State, Zip Code _____

Phone _____ Fax _____

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement to be submitted with Bid.**

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in business under your present name; also state names and dates of previous firm names, if any.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? ____ (no) ____ (yes). If so, where and why?
9. Have you ever defaulted on a contract?
____ (no) ____ (yes). If so, where and why?
10. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
____ (no) ____ (yes). If so, where and why?
11. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
12. List your major equipment available for this contract.
13. List your key personnel such as project superintendent and foremen available for this contract.

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this ____ day of _____, 20__.

Notary of Public

My Commission expires _____

CONTRACT AGREEMENT

Pavement Markings

THIS AGREEMENT made as of the ____ day of ____ in the year **2023**, by and between the Town of Milford Cemetery Trustees, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as my be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The DPW Director, or his authorized representative will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will be performed prior to August 21, 2023. Contractor and owner shall cooperatively schedule dates for the Water line insulation before October 6, 2023.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

ARTICLE V - PAYMENT - No Partial payments will be made in accordance with the Contract Documents. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the unpaid balance of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

ARTICLE VI - CONTRACT DOCUMENTS - The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Notice of Award, Notice to Proceed
- 8.3 Instruction to Bidders
- 8.4 General Requirements
- 8.5 Insurance Requirements
- 8.6 Measurement and Payment
- 8.7 Technical Specifications
- 8.8 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VII - TERMINATION FOR DEFAULT - Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election.

ARTICLE VIII - INDEMNIFICATION OF OWNER - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys fees) arising in any way out of the Contractor's performance of its obligations under this Contract.

Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE IX - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, State, and Federal laws, ordinances, rules and regulations.

ARTICLE X - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XI - MISCELLANEOUS -

13.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

13.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

13.3 The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

13.4 The Contract shall be construed in accordance with NH Law and jurisdiction and venue for any disputes arising herewith shall reside with the Hillsborough County Superior Court.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

CONTRACT AGREEMENT (continued)

NAME OF BUSINESS

BY: _____

TITLE: _____

ATTEST: _____

(SEAL)

TOWN OF MILFORD, N.H.

BY: _____
Lincoln Daley

TITLE: Town Administartor

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

WATER SYSTEM FOR SPIGOTS

In the Town of Milford, New Hampshire, you are hereby notified that the Towns intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Prior to starting work you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents. The Town reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

Town of Milford,
New Hampshire

Paul Calabria, Finance
Director

NOTICE TO PROCEED

DATE:

Bid #02-2023 WATER SYSTEM FOR SPIGOTS

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED , AND THE DATE OF COMPLETION OF ALL WORK SHALL BE October 13,2023.

Town of Milford, N.H.

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CHANGE ORDER

Change Order Number _____ Date of Issuance _____

Owner:

Contractor:

You are directed to make the following changes in the Contract Documents:

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE CHANGE IN CONTRACT TIME

Original Contract Price: Original Contract Time:
\$ _____ days

Contract Price prior to this Contract Time prior to this
Change Order: Change Order:
\$ _____ days

Net Increase or Decrease of Net Increase or Decrease of
this Change Order: this Change Order:
\$ _____ days

Contract Price with all Contract Time with all
approved Change Orders: approved Change Orders:
\$ _____ days

APPROVED: APPROVED:

by _____ by _____

DPW Director

Contractor

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a _____

(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____

(Individual, Partner, or duly authorized representative of Corporate)

who being duly sworn according to law deposes and says

that the cost of labor, material, and equipment and

outstanding claims and indebtedness of whatever nature

arising out of the performance of the Contract between

TOWN OF MILFORD , NEW HAMPSHIRE

and _____

(Contractor)

of _____

Dated: _____

has been paid in full for Construction of: _____

Sworn to and subscribed
before me this _____ day
of _____ 20____

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that

(Contractor) of _____, County of _____ and
State of _____ do hereby acknowledge
that _____ (Contractor)

has on this day had, and received from the
TOWN OF MILFORD NEW HAMPSHIRE, final and completed payment for the
Construction of:

WATER SYSTEM FOR SPIGOTS

NOW THEREFORE, the said _____
(Contractor)

for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do/does by these presents remise, release, quit-claim and forever discharge the Town of Milford , New Hampshire, its successors and assigns, of and from all claims and demands arising from or in connection with the said Contract dated _____, and of and from all, and all manners of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specifications, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law of equity, or otherwise, against the Town of Milford, New Hampshire, its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of record time to the date of these presents.

CONTRACTOR'S RELEASE (continued)

IN WITNESS WHEREOF, _____

(Contractor)

has caused these presents to be duly executed this _____
_____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

(Individual-Contractor) (Seal)

(Partnership-Contractor) (Seal)

(Partner) BY _____ (Seal)

Attested: _____
(Corporation)

(Secretary) BY _____ (President or Vice President)

(Corp. Seal)
Attachments:

of _____

Dated: _____

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the contract is to provide for the completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the contract. The contractor shall be required to conform with the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited, to the following items:

- a. Mobilization
- b. Signs
- c. Cooperation with other contractors, abutters and utilities.
- d. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional
- e. Restoration of property
- f. Clean up

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The owner reserves the right to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the owner shall not impair any provisions of the contract and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

GENERAL REQUIREMENTS (continued)

4. EXTRA WORK ITEMS

Extra work shall be performed by the contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the owner or at the unit bid price. If the owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the contract documents.

6. FINAL CLEAN UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the Contractor shall clean-up all sites and storage grounds.

The prescribed herein will not be paid for separately, but shall be considered as subsidiary.

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

1. Technical Specifications will govern General Requirements.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved by the Owner.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$2,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$2,000,000
Combined Single, Limit, per occurrence

TYPES OF INSURANCE

Purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be in strict accordance with the requirements of the most current laws of the State of New Hampshire.
- B) Bodily Injury Insurance and Contractors Protective Property Damage Insurance.
- C) Bodily Injury and Property Damage Insurance covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- E) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies shall include the Town of Milford , New Hampshire as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the Town of Milford general supervision of the contractor.
- 3) Town of Milford shall be listed as a Certificate Holder. The Town shall

identified as follows : Town of Milford

Attn: Finance Dept.
1 One Union Square
Milford , NH 0355

INSURANCE REQUIREMENTS (continued)

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Agreement. Written notice shall be given to the Town of Milford , NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

(a) All work completed under the contract will be measured according to the United States standard measure.

(b) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.

(c) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.

(d) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the work which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first estimate, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first estimate.

3. COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.

MEASUREMENT AND PAYMENT (continued)

(b) Extra work performed will be paid for at the contract bid prices.

4. PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period.

5. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the DPW Director will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the DPW Director will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

6. ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used and subcontractors hired under this contract have been paid.

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

MEASUREMENT AND PAYMENT (continued)

7. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

8. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the contract shall be liable to the terms of the contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

9. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth in his bond and as provided in the section above.

TECHNICAL SPECIFICATIONS

I. Scope of Work:

- A. The work shall consist of furnishing .
50 each 3/4 inch PVC Risers 3 foot Dura
50 each Metal support Stakes
50 PVC Threaded 90 Dura
50 3/4 inch American Granby Boiler Drains
50 3/4 inch Ins x Female 90 Degree Elbows Dura
42 each Poly Rolls Non NSF 300 foot each
1 each Hunter Pro CTimer Controller
1 Rain Bird DV 100 Master Valve
4 each 10 inch Round Valve Boxes
3 each 1 inch Isolation Ball Valves
all other incidental materials to complete job
- B. All asphalt crossings will be 18inches below grade and in a 2 inch conduit
- C. A Two Year Warranty will be set
- D. The Awarded Bidder will Blow out the system at No Cost for the First Year
- E. Town of Milford has a noise ordinance in effect between the hours of 6:00 PM and 7:00 AM. (can be adjusted by DPW Director at times)
- F. The complete area Disturbed by the Contractor will be Back Filled and Racked to a Level Ground and Seeded
- G. There Will Be a Stop Work if Any Funerals are in Process. Work to Resume After the Procession has Left the Cemetery, at no Extra Charge to the Contract. It will be the Contractors Responsibility to verify Burials a Head of Time With The Cemetery Foreman
- H. All cleanup and disposal of Material and the like shall be the responsibility of the Contractor and shall be performed in accordance with Accordance of the Cemetery Foreman.

II. Basis of Payment:

The Contractor shall submit an invoice monthly for the work performed during the previous 30 days. The Town shall make payment within 30 days for satisfactory work.

7:25 127 Elm Street Final Report -
HL Turner

TOWN OF MILFORD

TOWN ADMINISTRATION



July 7, 2023

To: Board of Selectmen

From: Lincoln Daley, Town Administrator

Re: 127 Elm Street Feasibility Study

The purpose of this agenda item is to present the 127 Elm Street feasibility study to the Board for consideration and acceptance. The Town's consultant for the project HL Turner Group, will be presenting the final report to the Board.

The HL Turner Group along with Ironwood Design Associates was retained by the Town of Milford to conduct and prepare a needs assessment and feasibility study to develop options for a possible Community and Senior Center through the reuse/renovation of an existing 30,000 square foot commercial/industrial building located at 127 Elm Street or the construction of a new facility on the subject property and Keyes Memorial Park property. The scope included evaluating the current/future recreational and social programming within the Town and collaboration/partnerships with non-profit, private organizations, and community groups within the Community to determine the footprint and spatial requirements of the Center and facilities.

This study builds off a previous study completed by the Keyes Memorial Park Expansion Committee in December 2016, which detailed information about the Committee's findings, process, and recommendations focusing on integration of the parcels, public awareness, public safety, traffic improvements, asset management, and long-term planning. This report should be viewed as a continuation of that 2016 effort. The Community Center Feasibility Report was commissioned and funded by the Milford Recreation Commission in 2020 after the Board of Selectmen determined that more information was required to assess the viability and reuse of the 127 Elm Street property for Town use and recreational programming. The report was formally presented to the Recreation Commission last month for input and comment. Attached, please find the letter from the Recreation Commission dated June 26, 2023.

Attached, please find the Community Center Feasibility Study Final Report. Due to length and size of the report, the Board will be receiving the main report and Appendix I – 127 Elm Street Building & Property Assessment Report and Appendix VI – Conceptual Design Documentation Drawings. The full report and all appendices can be viewed/downloaded from the following link - <https://www.milford.nh.gov/community-development/pages/active-projects>.



June 26th, 2023

Town of Milford, NH
Board of Selectman
1 Union Square, Milford, NH 03055

RE: Town of Milford Community Center Feasibility Study Final Report

Dear Board of Selectman,

The Milford Recreation Commission accepts Turnstone Corporation's Town of Milford Community Center Feasibility Study Final Report although we recommend that the Board of Selectman (BOS) meet with our commission to implement a long-term plan over 10 years to make improvements that are feasible and cost effective from both the Turnstone Report and the Keyes Memorial Park Expansion Committee Report from 2016.

Both plans highlight great points, but we believe that the 2016 Committee report is more complementary to the park with minor adjustments and additions. This report also adds a multipurpose field separate from the softball fields. While the Turnstone study disrupts the entire park.

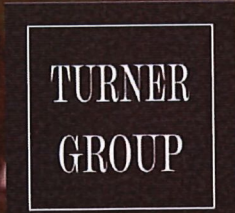
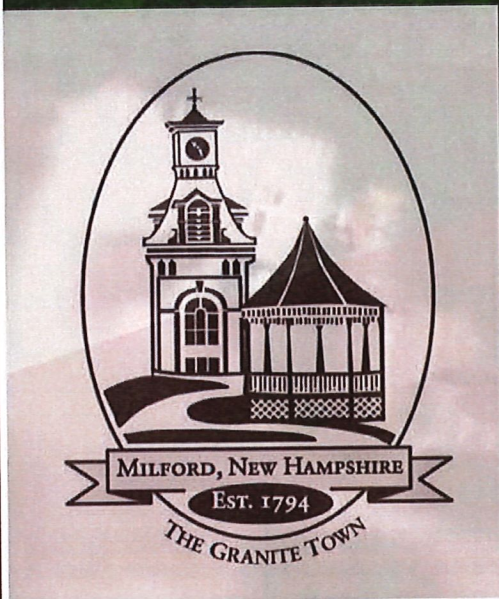
We support returning the \$25,000.00 Keyes Capital Reserve Fund to the Ballot for these purposes.

In addition, we strongly urge that the BOS commit and budget to demolish the 127 Elm Street building recommended in both reports especially with \$60,000 spent on the Turnstone study and the liability the building brings to the Town as it currently stands.

Sincerely,

Recreation Commission

Town of Milford
Community Center
Feasibility Study
Final Report
07/05/23



Project Team Members:

The HL Turner Group:

Bill Hickey – Senior Vice President
Doug Proctor – Senior Vice President
Dan Hall – Project Architect
Jes Zurell – Marketing Director

Ironwood Design Group :

Jeff Hyland – Firm Principal, Landscape Architect
Donna Jensen – Operations Manager
Jennifer Martel – Landscape Architect
Savannah Wright – Intern Architect

Turnstone Corporation:

Tony Decosta – Vice President of Operations

Acknowledgements

The project team would like to thank all those who contributed their time and thoughts to this study. This includes all those community members who attended the public presentation sessions, filled out surveys, and sat for interviews. The bulk of this study took place against the backdrop of the global Covid-19 pandemic. We truly appreciate the community's efforts in engaging with the study throughout the procedural changes and various challenges brought about by the pandemic.

Specifically, the team would like to thank the following individuals, town departments and stakeholder groups for their time and feedback as the team conducted the study.

Town of Milford

Board or Selectmen

Milford Recreation Commission

Planning Board

Lincoln Daley – Director, Office of Community Development

Arene Berry – Director, Recreation Department

Public Works Department

Milford Community Athletic Association (MCAA)

Wadleigh Library Board of Trustees

Keyes Memorial Park Expansion Committee

Keyes Memorial Park Trustees Milford

Milford School District

Souhegan Valley Boy's and Girl's Club

Residents of Milford

Milford, NH Community Center Feasibility Study

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Appendix VIII – 2016 Keyes Memorial Park Expansion Committee Report	

1.0 Executive Summary / Introduction

The HL Turner Group along with Ironwood Design Associates was retained by the Town of Milford to conduct and prepare a needs assessment and feasibility study to develop options for a possible Community and Senior Center through the reuse/renovation of an existing 30,000 square foot commercial/industrial building located at 127 Elm Street or the construction of a new facility on the subject property and Keyes Memorial Park property. The scope included evaluating the current/future recreational and social programming within the Town and collaboration/partnerships with non-profit, private organizations, and community groups within the Community to determine the footprint and spatial requirements of the Center and facilities.

This study builds off a previous study completed by the Keyes Memorial Park Expansion Committee in December 2016. which detailed information about the Committee's findings, process, and recommendations focusing on integration of the parcels, public awareness, public safety, traffic improvements, asset management, and long-term planning. (See Appendix VI for copy of full December 2016 Report) This report should be viewed as a continuation of that 2016 effort. The Community Center Feasibility Report was commissioned and funded by the Milford Recreation Commission in 2020 after the Board of Selectmen determined that more information was required to assess the viability and reuse of the 127 Elm Street property for Town use and recreational programming.

Since the issuance of the 2016 report, the east entrance to the Keyes Memorial Park (formally referred to as the Fletcher Paint Superfund Site) has been fully restored and renovated. A new performance stage has been constructed on the site and the entrance now acts as an attractive eastern gateway to the park. In addition, the Town received approximately 7 acres of land abutting the 127 Elm Street property located to the north by way of a private donation. The donated property was subsequently consolidated with 127 Elm Street property and will become the location for a 1 acre community dog park. The park master plan designed as part of this report shows a potential access point directly from within expanded Keyes Memorial Park to the new dog park and trail system.

The design team was tasked with assessing the existing building and lot at 127 Elm Street and conducting stakeholder interviews and public surveys in order to assess the needs that a new community center could serve. The information gathered and the design team's assessment of the existing property would result in a recommendation regarding the best approach for the incorporation of 127 Elm Street building/property and renovation of Keyes Memorial Park as the site for a new community center and park complex.

Summary of key findings and recommendations are :

- There is an identified need for a community center in Milford.

- The community center should be centrally located within a newly expanded Keyes Memorial Park.
- The existing buildings at the 127 Elm Street lot should be demolished to make way for the newly expanded Keyes Memorial Park. This should include the relocation, construction, and expansion of existing recreational facilities and fields.
- Implement a phased project approach similar to the phases laid out in the 2016 report to help manage costs over time.

The design team's review of the community's needs indicates that a community center could meet several needs examined during the interview and information gathering process. The study identified the following needs which a new center and park could help fulfill:

- Centrally located offices for the Recreation Department and creating additional space at the town hall for other agencies by Recreation Department vacating that space
- A local, dedicated seniors space in the Town to allow for regularly scheduled programs and social events.
- A large multi-purpose room, served by a kitchen in which catered events could be held.
- Moving hard surface courts out of flood plain areas.
- An accessible multi-modal (walking, biking) path within the park serving a variety of uses such as pet walking and providing an off-road walking path that connects with area walking trails, Town parks, Souhegan Valley Boys & Girls Club, and the future dog park.
- Improved park storage facilities for the Recreation Department.
- An additional gymnasium within the Town – the Town's current gymnasiums struggle to provide enough gym space for local programs and organizations.
- Program rooms within the center for educational, art, and exercise focused community programs.
- The improvement of the 127 Elm Street property, it is currently un-sightly, a safety concern, and a maintenance issue for the Parks & Recreation Department.
- Additional playing field surfaces, and re-arrangement of current fields and courts to provide better simultaneous uses.
- Improving field surfaces and material cross section for better field resiliency and drainage characteristics.
- Additional strategically located parking to better serve large scale events at the park such as sports tournaments.

- Enhancements to the swimming pool facility such as modernized locker rooms, accessible bathrooms accessed from the exterior of the center, and improved pool staff facilities.

In addition to the needs identified above, the project team recommends removing the existing structures located at the 127 Elm Street parcel in their entirety. As described in later sections of this report, the challenges presented by maintaining the existing structures outweigh the benefits. The considerations to be made when assessing a re-use or build new scenario include, but are not limited to:

- Renovation projects are typically higher cost per square foot when compared to new construction projects due to the logistics of working with and around existing elements and materials.
- Significant financial investment would be made by the town to end up with a 'square peg in a round hole' final design solution.
- Structural upgrades would be required due to the change in use group of the building regardless of the upgrades needed to repair the structure due to deterioration from moisture intrusion through the failing building envelope.
- Relocation of the community center to a new location within the site opens up new opportunities for better use of the parcels as a whole.
- The internal layout of the buildings are not conducive to meet recreation department programming needs. For instance, a gymnasium space (a key program element in the new rec center design) would require either prohibitively expensive structural modifications (removal of interior columns along the center of each building, raising existing roof height) to the existing pre-engineered metal building frame, or the complete demo of one of the existing building wings.
- The amount of demolition required as outlined in the existing conditions report results in very little of the existing structure and building systems remaining as viable for re-use. This reduces the validity of the entire concept of re-using the building as opposed to building new.

To conclude, the project team concurs that there are identified needs within the community currently not being met by the various existing facilities that are used for community and regional programming events. As stated by the 2016 committee report: Keyes Memorial Park is a valuable resource for the community as a vibrant and centrally located open park space, and as an opportunity to be a drawing point to attract visitors to the community. Continued enhancements of the park will serve to strengthen the quality of life in Milford and help fulfill the Town of Milford Master Plan.

It is our recommendation that the Town further explore the options set forth in the team's report

to renovate/best utilize Keyes Memorial Park and incorporate the 127 Elm Street parcel into the park culminating in the construction of a new, centrally located, multi-generational community center.

2.0 STUDY PROCESS & METHODOLOGY

It should be noted that this study was conducted against the backdrop of the COVID-19 pandemic. As such, this affected the methodology utilized and facilitation of the stakeholder involvement. The team limited physical in-person meetings and instead relying heavily upon virtual meetings and interviews throughout the study.

While the study presented some unique challenges, this did not affect the quality of the information gathered, the ability to successfully conduct the interviews and meetings over the virtual meeting software or the ability to effectively reach the findings/conclusions contained herein.

Building and Property Assessment

The team visited the site soon after the project began to assess both the 127 Elm St parcel and the Keyes Park parcel. An in-depth report was made on the conditions of the existing buildings located at 127 Elm St. The report found that the buildings are in dis-repair and pose little value to the town's vision for the two parcels. As described in the assessment report and in following sections of this document, the town would be better served to remove the deteriorating structures to fully realize the project's potential.

Online Surveys

Two online surveys were conducted prior to the virtual meetings and presentations. These included a stakeholder survey questionnaire and a Facebook survey open to the public. The team feels the response volume was adequate and representative of a good cross section of public opinion. The results of these surveys and raw survey data can be seen in Appendix IV.

Stakeholder Interviews

The team, with the help of the Town, identified several stakeholders. These entities or individuals were viewed as having a vested interest in the programs and activities that would take place at a renovated park and new community center. The stakeholders the team engaged included: MCAA (Milford Community Athletic Association), Milford Recreation Commission, Milford Recreation Department, Milford Office of Community Development, Wadleigh Memorial Library Trustees, Keyes Memorial Park Trustees, Milford Department of Public Works, Granite Town Media, Meraki Volleyball, Milford School District Representatives, the Milford Board of Selectmen, and several individuals representing community businesses among others. The summaries of the interviews can be seen in Appendix V.

Public input sessions – 1/6/21 & 1/14/21

Concurrent with the online survey efforts, the team conducted two online public meetings utilizing virtual meeting software.

Two meetings on weeknights in early January of 2021 were held. The intent of these meetings

was to present the results of online surveys and gather feedback from the community regarding the vision for a community center and renovated Keyes Park. These meetings provided useful feedback to the team as the audience participation was quite active through both the chat sidebar session as well as live audio questions during the meetings.

Public Presentations

Milford Recreation Commission – 2/10/21

The team made a presentation to the Recreation Commission during one of the commission's regular scheduled monthly meetings. The team presented site design concepts during this meeting. Highlights from the comments raised during the meeting included:

- Demolition of the 127 Elms St. buildings as soon as possible
- Space is needed for indoor sports at an affordable rate
- An access road within the site with two entrances to Elm St is preferred
- A space is needed for serving luncheons to seniors
- Teens and seniors are the two groups most lacking program space in the town

The full minutes of this meeting can be seen in the appendix sections.

Milford Board of Selectmen – 2/22/21

The team presented to the board of selectmen to keep the board apprised of the project progress. Highlights from the comments during this meeting included:

- Flood plain location relative to the new building footprint location
- Building square footage and how the proposed size was determined
- Regional vs local community use was discussed
- Phased construction was recommended by the selectmen
- The ADA walking path was recommended to be connected with the larger network of walking trails in the area

Public Presentation – 6/02/21

A final follow up virtual public meeting was held in early June of 2021 to present the design team's recommendations based on all the information gathered through the stakeholder and public input processes. Highlights of some of the responses at this presentation included:

- Future expansion of the community would be ideally planned for in the initial building construction.
- Outdoor work out stations would be desirable along the walking path
- Providing office space for the Parks & Rec department in the new building will be important
- The parking layout was discussed – the team stated that smaller parking areas spread

throughout the site is more efficient and attractive than a larger centralized lot

Milford Board of Selectmen – 6/14/21

The team presented the final site and building concepts to the board of selectmen during the June 2021 meeting. The following comments were raised during discussion:

- It was recommended that the demolition of 127 Elm St be placed into the town CIP, and be put on the town ballot for the upcoming voting session.
- The concern about batted balls entering the playground was discussed – the team explained that this scenario was highly unlikely

The meeting minutes from both board of selectmen presentations can be seen in the appendix.

The team presented the final draft of this report to the Board of Selectmen on July 10, 2023.

3.0 EXISTING CONDITIONS 127 ELM STREET PROPERTY & KEYES MEMORIAL PARK

The team surveyed the Town-owned property and building at 127 Elm Street, as well as the adjacent Keyes Memorial Park on September 17, 2020 and again on November 15, 2020.

The following summarize the team's findings during its site visits. This site assessment was conducted during the initial phase of the project, before the information gathering process was started. The team wished to understand the site characteristics first-hand, so to inform site analysis and the schematic site evaluation process.

127 Elm Street Parcel (Tax Map 19, Lot 10)

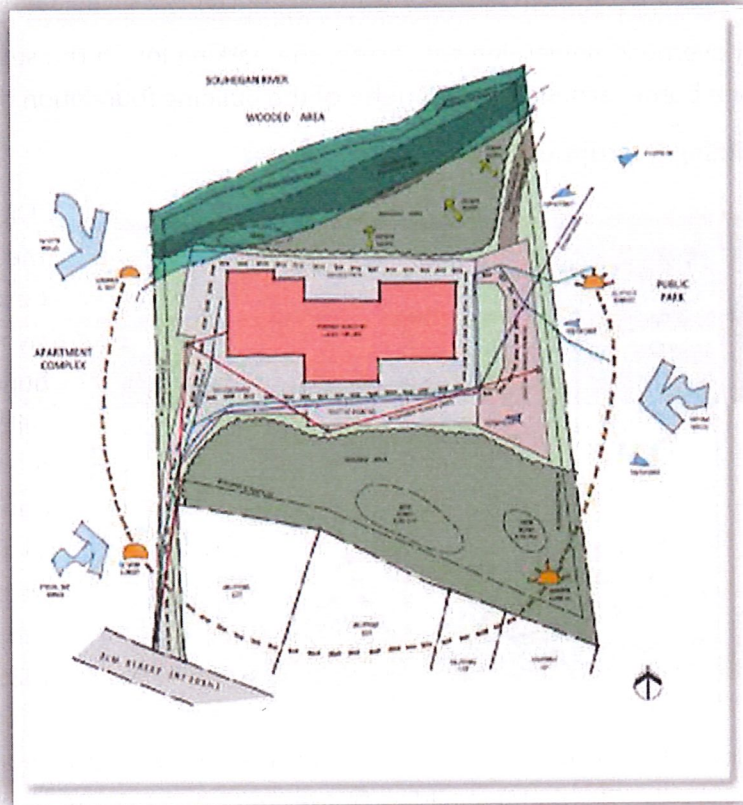
Property Description

The subject parcel is listed as Tax Map 19, Lot 10 within the Town of Milford. The lot is



approximately 13 acres 566,280 square feet). The south side of the site abuts a wooded sloping hill and commercial businesses along Elm Street. To the north, the property is framed by the banks of Souhegan River and adjacent to an office building, residences, and Town owned ball fields

(MCAA fields). To the north side of the building, the property is bisected small ridge that is wooded and descends down to a stream that connects to the Souhegan River to the east. The east end of the site opens onto the Keyes Memorial Park. The western property boundary line borders the Granite Town Plaza property and the multi-family residential development, Brookstone Manor.



The site is accessed on the south west side by a narrow shared drive that descends down about 20' in elevation from Elm Street. A portion of the share drive represents the only legal frontage for the lot totaling approximately 17 linear feet. The entrance was reconstructed in 1990 as part of site plan amendment to improve access and turning movements to accommodate larger vehicles. Site distance on Elm Street is somewhat challenged and may need driveway improvements. To improve the egress due the volume of traffic on Elm Street, a flashing yellow caution traffic light was installed at the intersection. The light is currently not functional and would need to be reconnected.

A secondary 10 foot wide gravel maintenance drive is located to the east of the building providing vehicle and pedestrian access to the abutting Keyes Memorial Park.

A sewer and water utility access and maintenance easement bisects the northerly portion of the property in proximity to the Souhegan River. Access to the easement(s) is via abutting Granite State Plaza property located at Tax Map 19 Lot 25.

40,000 square feet of asphalt. There is asphalt paving striped for parking on the west, south, and east sides of the building. The asphalt exhibits a large amount of cracking throughout all areas where it is located on the site.

The southern half of property falls outside of the 100 and 500 year flood zones. The area around the building and south of the previously referenced ridge and stream appears to be dry and free of

surface drainage problems at the time of the site visit. Due to age of the property and building, minimal There were, however, remnants of a puddle along the southwest edge of the south side parking, and no catch basins or other sub-surface drainage components were observed.

An overhead power line cuts across the parking lot on the south side of the building. There is a stone border around the perimeter of the building foundation that is approximately 5' wide.

Building Description



The building formerly occupied by the Permattech Diamond Tool Corporation consists of a one- and two-story pre-engineered metal building located at 127 Elm Street in Milford, NH. The building is made up of three separate metal building frames and the front entrance walls all face due south. The middle and western buildings were built in 1984, and the eastern building was built in 1989. The three structures comprise an approximately 30,000 square foot

building footprint in total. Each metal building is approximately 10,000 square foot in area individually. The middle building frame contains a two-story space at the front.

This second floor is approximately 5,000 square foot in area and contains office space on both levels, as well as a former break room area and kitchenette. The western and eastern metal buildings are predominantly open inside and are both single story. All 3 buildings have low pitch gable roofs that pitch into each other. The building was in disrepair and had been vacant when the Town acquired the lot in 2016. It has been used periodically for the Public Works, Police, and Recreation Departments and storage since that time.



Building & Site Reuse Considerations

Regarding the potential to re-use the buildings on this lot as a new community center there are several identified deficiencies that would need to be considered and/or addressed.

Site Deficiencies

- The building is not ideally suited for a successful park master plan layout. A more centrally located building allows better field, roadway, and parking dispersion. The buildings' current location leaves it somewhat isolated from the east park entrance which is the preferred entrance from a traffic standpoint. The west entrance has sight line issues and is preferred to be left as a secondary exit only used in high volume events.



- The buildings are deemed an on-going maintenance expense. Vandalism is also a concern

and increases the liability of the Town.

Building/Life Safety Code Deficiencies

- The occupancy use group change to a place of public assembly from a business and mercantile use puts the building into a category of use factor higher than it currently is. Because of this higher factor of use category, the building code requires building enhancements to provide a certain level of safety and well-being to the general public. Due to the higher risk category of use the building is required to meet current code required gravity, wind, snow and seismic loads for a new construction building. This would most likely result in structural upgrades to the building frames. The change in use group removes the advantage typically realized in the existing building code through grandfathering of certain elements.
- A change of occupancy to a community center building would likely be a mixed-use with Assembly, Business, and Storage occupancies. While a review of specific plans would be necessary to make final code determinations, it is highly likely that an automatic sprinkler system and an automatic fire alarm system with voice evacuation would be required. NFPA 101, Chapter 43 guides the process for code application in the renovation of existing buildings, including changes of use and occupancy, and would require the renovated building to comply with new construction codes for sprinklers and fire alarm systems (101-43.7.2.2).
- The second floor space is not accessible and is of a size that triggers the accessibility requirement. An elevator or vertical chair lift is needed to achieve code compliance.



- Pursuant to New Hampshire RSA 153:14 II, the Milford Fire Chief issued an Order to Remedy Dangerous Conditions on February 22, 2013. The Milford Fire Chief determined

that the building violated the New Hampshire Code of Administrative Rules, State Fire Code, Saf-c-6000 and is dangerous to the lives and safety of the public. The order is still in effect and is the legal responsibility of the Town of Milford as the property's current owner to remedy.

Space Deficiencies

- The building's arrangement as three separate frames presents layout challenges for potential adaptation to a new community center use. The interior column layout is not conducive to large open recreational spaces such as a gym, nor is the height of the frames adequate for gym use.



Extensive re-work of the roof drainage is needed. The volumes of the three separate gables pitch towards each other and is not a desirable layout from a water management standpoint. This arrangement is not conducive to roofing material longevity, or a low maintenance design. There are gutter spillover indications down the face of the brick veneer on the south elevation near the downspouts.

- The building does not distinguish itself visually or stylistically and is also not deemed to be historically or culturally significant within the Town of Milford. Because of this its re-use is entirely a function of practicality, not necessity.

Building System Deficiencies

- The HVAC, electrical and plumbing systems all require total replacement. The current equipment is well past its usable life, and has sat in a state of non-operative dis-repair exposed to the elements, for close to a decade.
- Due to the lack of building maintenance, the property suffered a catastrophic failure of the sprinkler system on January 29, 2013. As a result, the entire building suffered extensive water damage, resulting in the shutdown of all utilities and damage to the building's fire alarm system. Should the building be renovated, the entire sprinkler

system most likely need to be replaced at the cost of several thousand dollars. Replacement is most likely the only option due to the extent of the damage to the system.

- Although, the extent of the damage to the fire alarm system is not fully known, similar to the sprinkler system, the fire alarm system will need to be repaired/replaced as well.

Envelope Deficiencies

- The building would require total removal of all existing finishes both interior and exterior back to the steel frame elements. There are very little salvageable exterior wall components that would be adequate protection against the elements in their current state. The brick veneer is in a state of disrepair and requires replacement in many locations.
- A completely upgraded insulation package will be required for both wall and roof systems. The current energy codes require higher levels of insulation than in the past and the extent of this renovation would trigger these requirements. It is also highly likely that the majority of the insulation has been damaged by water intrusion.
- All windows and doors need to be replaced.
- There will be large amounts of patching of exterior walls, siding, and the roof where ducts and pipes specific to the buildings' previous use need to be patched.



- In general, there is very little cost savings per square foot of area when extensively restoring existing building elements to a usable state. Typically the amount of labor is higher in these types of restorative projects as the logistics of working around existing in place elements requires more time. It is the teams feeling that the existing structures do

not possess an inherent value that makes their renovation worthwhile.

- When considering all of these factors, the team recommends that the existing structures on the 127 Elm Street lot be demolished and the site returned to a level surface ready for re-development in the future.

Keyes Memorial Park

Property

The Keyes Memorial Park parcel is approximately 21.3 acres located on the Souhegan River immediately east to 127 Elm Street parcel. The Keyes Memorial Park property has limited frontage on Elm Street; the east entrance is adjacent to the remediated Fletcher Paint site at 21 Elm Street. The property is generally flat in grade, although there is a several-foot-high drop at the bank of the Souhegan River. The banks of the river are vegetated with mature trees. Existing wooded areas buffer the athletic fields from the residential parcels with frontage on Elm Street. Apart from the vegetative buffer, there are very few shade trees at the park.

A well-used foot path runs along the river; there are picnic tables and grills adjacent to the path in the wooded area.

Public access to the park is available from the west at the 127 Elm Street parking lot; this access point appeared well used by the public. Public access and parking are also available from the east entrance on Keyes Drive. This parking location is most convenient to the existing tennis courts and skateboard park. These tennis courts and parking area are located in the river flood plain.

Electric utilities are above ground; the utilities cabinet is found in line with the paved asphalt walkway to the public entrance of the Keyes Memorial Pool administration building.

The 127 Elm Street parking location provides access to a gravel trail that leads to a paved pathway connecting the pool and other centrally located amenities (playground, volleyball court, pavilion and pergola). The paved pathway extends around the tennis and basketball courts to the east entrance parking lot off Keyes Drive.

The Keyes Memorial Park amenities included:

- Chain link fenced-in swimming pool and wading pool
- Keyes Memorial Pool administration building
- Concession stand
- Playground with swings and jungle gym
- Sand volleyball court

- Horseshoe pits
- Pavilion, attached pergola, and picnic tables
- Picnic area with grills
- Performance stage/bandstand
- Skateboard park
- Tennis courts
- Basketball court
- Baseball diamond
- Softball field
- Youth baseball diamond with dugouts and backdrop fencing
- Multi-purpose field
- Port-a-potty temporary outdoors bathroom facility

Buildings

Keyes Memorial Park contains several outbuildings. The following list describes the outbuildings.

- Dugouts – These structures are located at the softball fields, and the baseball field. The walls are concrete block, and the roofs are wood framed.



Typical ball field dugout

- Keyes Field Pavilion – dedicated 2007 – This structure is a wood framed gazebo with an attached wood frame pergola.



Pavilion

- Storage shed – This is a concrete block building, with a wood framed roof located adjacent to the pool patio.



Storage Shed

- Pool patio and pool administrative building dedicated in June, 1965 - The administrative building is a single story painted concrete block building with a wood framed roof. The building is in good condition but lacks adequate locker rooms and pool staff support space. The pool filtration equipment is located within this building. There is a concession window on the east side of the southern wall. There are two pools located within the pool patio. A larger pool with lap lanes is used for swimming events. There is a smaller toddler pool in a separate fenced area located on the pool patio.

Pool administration Building



Toddler Pool



Main Pool

- Pump house –This is a painted concrete block wall, and wood frame roof structure.



Pump House

- Band stand dedicated in 2007. This is a wood framed gazebo structure and will remain in its current location.

Band Stand



- Milford Skate Park – dedicated in 2000 and recently renovated. This is a concrete terrain park for bikes and skateboards. This will remain in place throughout the park renovations.



Skate Park

- The Stage at the park entrance-completed 2020. This is a new open air, stone wall and wood frame roof stage structure fronting on amphitheater style graded seating. This is beyond the extents of the current park master plan and would remain an anchor of the park.



Granite Stage

4.0 STAKEHOLDER & PUBLIC INPUT

Before developing specific plans to improve the park and upgrade or replace the existing buildings on the 127 Elm Street property, the design team was interested in collecting input from residents and stakeholders.

Online Surveys

Public Survey Highlights

The online public survey covered several topics ranging from desired elements within the park and community center building, to the frequency with which an individual would see themselves using park and building amenities, to the geographic location and demographic of respondents. There were 231 total respondents to the online community survey.

Frequency of use

39% of survey respondents said they would use a community center once a week, 20% would use center a couple times a month, and 10% said they would use the center daily. 18% would attend specific, while the remaining 13% indicated they would not utilize the center.

In favor?

In response to a simple yes or no if in favor of the town constructing a new community center next to Keyes Memorial Park 80% were in favor of the community center project.

Desired activities and amenities

The survey asked respondents to select activities from a list that the respondent or respondent's family would most enjoy. The top-ranking activities/services selected were:

- Universally accessible paved walking path throughout the park Multi-purpose community space
- Aerobics/Dance/Yoga Studio Gymnasium
- Seniors lounge Rock climbing wall

The respondents were also asked to identify from the same list of activities which they or their families would participate in least often. The top five activities garnering the most votes were:

- Child Care
- Indoor soccer
- Library space – mobile/satellite space – reading programs, internet access
- Seniors lounge
- Racquetball

It would seem that the appearance of services such as the senior lounge on both lists is due to its mutual exclusivity to user groups. Those of age to utilize such a service would prioritize it, and those not of age would easily not prioritize it. The presence of library type functions and

indoor soccer space could indicate that they are already well served within the community.

Geographic data

Survey respondents were asked how far they would be willing to travel to utilize a community center. No respondents indicated that they would be willing to travel over 20 miles. 8% of respondents would travel from 15-20 miles away, and 21% indicated they would travel up to 15 miles. The remaining respondents said they would not travel more than 10 miles to utilize the park and center.

92% of respondents indicated their town of residence. 95% of those responding to this question were from Milford, 5% were from Amherst and the other 5% were from Mount Vernon.

Concerns

Respondents were able to leave comments at the end of the survey, as well as on social media platforms used for the survey. The following topics appeared the most often in these comments:

Financial concerns -The comments asked how this project would be financed, and how it would affect tax rates. There was also concern about spending money on a project such as this while other needs within the town such as maintenance related spending is needed. Other comments related to a private vs public funding mechanism if the community center came to fruition.

Regional vs Local – The financial concern comments correlated with comments regarding the target users. Respondents asked if this were to be regional would that include other towns sharing in project costs, or would membership fees be charged?

Several respondents expressed concerns about user groups that were currently under-served in the community, with senior citizens and older kids or teenagers being mentioned specifically.

Stakeholder Survey Highlights

The online stakeholder survey sought to identify areas of opportunity that stakeholders could help meet through operational, programming or project development assistance. The questions posed in this survey included if there was interest in partnering with the development and operation of a new center, as well as specific amenities desired and what resources the stakeholder could bring to the table.

Partnership opportunities in development or operation

Several stakeholders replied that they envisioned areas in which they could help develop and or operate activities at the center. These areas included athletic programs, senior center services, and transportation support. The transportation support would include assisting seniors in accessing any senior related programming. Several stakeholders also indicated support in providing programming that could utilize the multi-purpose space that would be provided in the center.

Resources

Stakeholders indicated they could help provide resources ranging from expertise in specific activity space design, to programming and staffing assistance for certain programs. Once again, transportation resources were offered to support a new community center.

Stakeholder Interviews Highlights

The team held several virtual interviews with stakeholders after the online survey responses had been collected. These interviews yielded the following information.

MCAA (Milford Community Athletic Association)

The team interviewed several representatives of the MCAA all present on a single virtual call. The MCAA noted that one of their goals is to host more tournaments thus generating more foot traffic near local businesses. An improved park layout with additional fields would help accomplish this. They noted that basketball space is a challenge to get within the community and they currently have to scatter programming around several locations and at odd hours. An extra gymnasium space would greatly help this situation. A gymnasium would also help them in conducting indoor tryouts/assessments for sports such as baseball. Indoor space would also help them overlap sports seasons instead of having to wait for one to end before the next can begin on outdoor playing fields. The MCAA also indicated they could greatly benefit from readily available space to hold board monthly board meetings and other such functions.

Milford Recreation Commission

The team attended a regularly scheduled recreation commission meeting and briefly presented the project before taking input from the commission members. The commission noted that indoor sports at an affordable rate are lacking in this town due to the limited availability of facilities to host these types of events. The commission would also like to see a space capable of hosting luncheons for seniors. The commission recommended expanding the Keyes Memorial Park playground and upgrading and grooming the existing path along the river within Keyes Memorial Park. The commission also recommended an intrinsically safe but functional through road connecting both the 127 Elm Street entrance and the existing Keyes Memorial Park entrance.

Wadleigh Memorial Library Board of Trustees

The team attended a board of trustees meeting and presented the study there while also gathering feedback. The board indicated that weather and space affect options for teen programs, so the library might possibly consider utilizing a community center for programs such as yoga and could offer music programs if a performance space were available. The board also indicated the computer related classes run by the library could possibly use space in the community center. The board said they would like to be kept informed regarding decisions made for the community center.

Department of Public Works

The team interviewed the director of Milford DPW and noted the following items. The director noted that the existing 127 Elm Street property and building is a maintenance and vandalism concern. A new community center at the site would help prevent daytime vandalism at the park itself with a full-time presence in the building. The director would like to see the Keyes Memorial Park entrance functionality improved as part of any park renovation. The department could also utilize storage space at a facility within the park. The director also mentioned that he would like to see parking kept to exterior of the park space.

Milford School District

Discussions with the Milford School district revealed that performing arts space and indoor and outdoor athletic court/field space would be most valuable as a need that a new community center and renovated Keyes Memorial Park could provide. The schools have a tough time offering court time to programs such as the MCAA and adult rec programs with their current gymnasium facilities.

Milford Department of Recreation

The department of rec indicated several areas of need specific to the department that the new community center could provide. Among others, the department needs better centralized storage space, a central facility out of which rec programs could be offered, and improved pool facilities. The department of rec of course would be the key stakeholder and would operate the center. The department would desire to have their office headquarters within the new building.

Public input sessions Highlights

The public input sessions proved to be effective methods for the team to present ideas and for the public to interact and give feedback to the team. The following comments came from the early January 2021 presentations:

- An attendee asked if the project would create duplication of spaces within the town. Arene Berry stated that there is a need for additional programming space and that this project would not create a duplication of such spaces.
- An attendee asked who would run the facility. The team responded that the Recreation department would operate the community center.
- It was stated that membership only clubs and gyms in the area have gotten expensive and a town run no fee venue would be a welcome addition to the area.
- The senior population in Milford was discussed. It was noted that this is a growing and under-served group in the town. One attendee noted several other towns that have exemplary senior programs that should be referenced.
- A gymnasium space was discussed and the particulars of what it could entail were noted. It should be large enough to host special events and also accommodate multiple types of activities and sports including volleyball, basketball and pickle ball.
- A multi-purpose room was discussed. This could be used by groups such as the Lions Club and the Rotary Club among others for meetings and other functions.
- Program rooms were mentioned that could be used for small group instruction in crafts, painting, and even game playing. The possibilities for uses of these rooms were noted to be very flexible and wide ranging.
- Office space for the Recreation department was discussed. It was noted that this space should include a well-lit reception desk area where visitors to the center can be helped by Recreation Department staff.

Survey Summary

The team finds several key takeaways from the survey data generated. The team feels that the 231 respondents represent an accurate cross section of the community. The responses were wide ranging – it is apparent that respondents weren't afraid to make their feelings known whether positively or negatively. Across this range of responses there seems to be support for the development of a new community center and park renovations with 80% responding favorably.

- The typical tension between offering increased town services as a tradeoff to a possible tax increase was frequently mentioned. The true tax impact would not be known until hard costs are determined. This stresses the importance of offering a multi-generational community center that can benefit all age groups, thereby allowing everybody to benefit from their tax dollars. This is an advantage of a community center project over a more demographically limited project such as a school.
- The willingness of stakeholders to assist in operations through planning and staffing of events seems to be an indicator that there are many resource gaps currently in the town that a community center can help fill. Specifically, the gym, classroom, and field space that could be offered seem very valuable. This should give confidence that if built, the park and center would be well utilized.
- As noted by one stakeholder, there could be residual economic benefits due to the sites' ability to better host tournaments and other events. These types of events could result in businesses in the park vicinity seeing increased foot traffic. The opportunity for local food service vendors to service such events on site would also be a positive economic development.
- Improved vehicular site circulation and the safety of the park entrances are key improvements to explore. These topics were mentioned several times regarding the ability to now traverse the 127 Elm Street and Keyes Memorial Park lots within the expanded park itself. The team will factor this into the park master plan. It would be advantageous to commission a study of the 127 Elm Street entrance to explore safety improvements at that intersection. The possibility of increased traffic volume turning onto Elm Street at this intersection is a concern.

5.0 FEASIBILITY STUDY RECOMMENDATIONS

As a result of the needs identified during the information gathering processes, the Design Team formulated a park master plan and a conceptual building design to better serve the Milford community and surrounding region.

It should be noted that the goal of any future building development and park improvements would be to complement and enhance the services currently being offered to the community by various organizations and businesses. It is not the intent to compete with or duplicate the services of entities that already adequately serve the community's needs.

DESIGN RECOMMENDATIONS

127 Elm Street Property

- Demolish the existing building located on the lot. As outlined earlier in the report, the team concludes the existing building does not offer enough value to rehabilitate for use as the community center building. The building location is not conducive to realizing a successful park master plan layout. In addition, the current condition and interior layout of the buildings are not viable.
- Incorporate the 127 Elm Street lot into the Keyes Memorial Park parcel to create one park across both parcels.

Keyes Memorial Park

- Provision for an accessible walking path within the park would serve a variety of uses, such as pet walking and connecting area walking trails with the future dog park. An accessible walking trail would connect to destinations within the park and to sidewalks on Elm Street.
- Creation of additional playing field surfaces, and re-arrangement of current fields and courts will afford improved simultaneous uses.
- Improvements to the field surfaces and soils will support playing field resiliency and drainage characteristics.
- New centrally located vehicular parking will better serve large scale park events such as sports tournaments and provide facile access to the new community building and pool. Relocation of the tennis courts and basketball court on the expanded park site is recommended, thereby moving these impervious surfaces from their current location in the flood plain of the Souhegan River.

- Of the more than 21-acre Keyes Memorial Park parcel, the park master plan includes redevelopment of approximately 19 acres of it. The greatest areas of disturbance include reconfiguration, expansion, and refurbishing of athletic playing fields.
- When built out, the new park would have nearly 4 times as many striped and paved parking spaces as it does currently. Thus, the new park design includes green infrastructure to mitigate these additional paved surfaces.

Community Center Building

The centerpiece of Keyes Memorial Park will be the community center itself. The building would offer programming space for all ages and function as a truly multi-generational community center. The building's central location in the park allows it to be easily accessible from the east and the west access points, enhancing the relationship between building use and park use. This provides park users with ease of access and increases efficiency of operation for staff. The building's central location also consolidates many different amenities within one footprint within the better organized park green space. The 32,000 square foot footprint of both phases of the new building equals the 32,000 square foot footprint of the existing buildings at 127 Elm Street. that are recommended for demolition. The incorporation of the 127 Elm Street parcel into the new park layout allows for a net increase in open space while maintaining the same building footprint square footage across both lots. The team feels the park amenities will be better laid out across the new larger park area. The new building is situated within Keyes Memorial Park such that the existing pavilion, bandstand, storage shed, pool and the skate park can all be maintained in their current locations. These factors should result in the park's current open space character being maintained and enhanced.

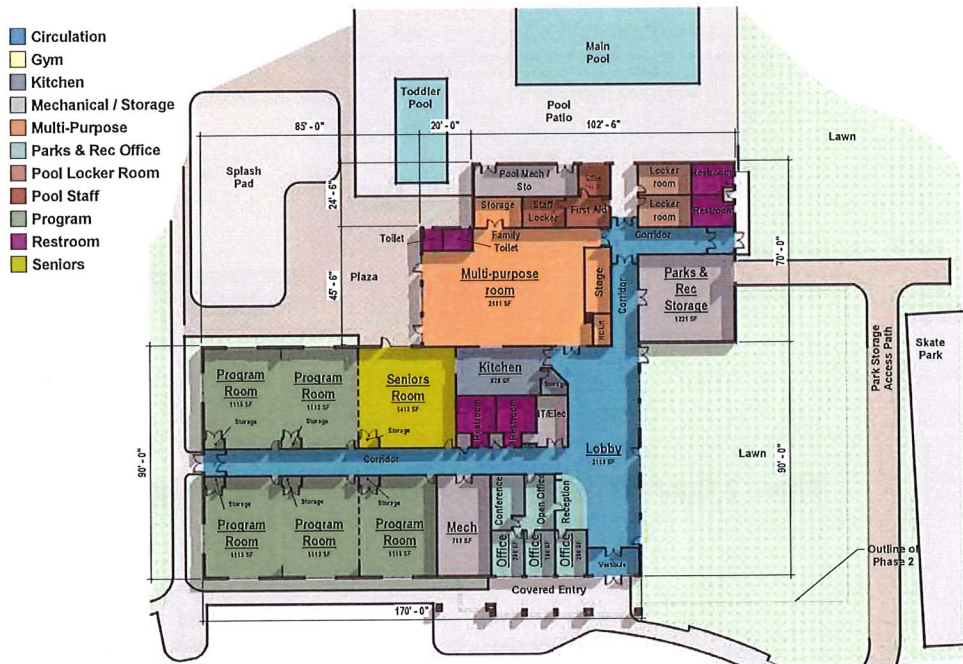
Based on survey responses regarding what programming elements a community center building should contain, and in close collaboration with the recreation department, a proposed community center building design was developed. The proposed design is highlighted by the following features .

- Office space for the entire Recreation Department - This would allow the space currently occupied at the Town Hall by the Recreation Department to be available to other Town agencies. The offices would be connected to the reception area of the building allowing department staff to provide assistance during regular office hours to visitors upon arrival.
- Park storage space - The building concept contains storage space for the recreation and public works departments, served by an overhead door and access road from the main circulation drive. The recreation department currently lacks storage space on the ground of the park and would greatly benefit from a centralized storage space at the building.
- Increased pool functionality - The concept was developed with pool functionality in

mind. In the current concept, the existing Pool administrative building would be demolished. The new building is designed to abut the pool patio edge, with offices, first aid, locker rooms and bathrooms immediately adjacent to and accessible from the pool patio. This area, while located within the community center is designed to operate separately from the center through strategically located doors sectioning off the rest of the building as needed. The enhanced pool facilities will better. summer time pool events.

- Seniors' Space - A 1,400 square foot seniors' room is another key feature of the proposed building concept. This space would be dedicated to the senior group functions and social events and allow for a regularly scheduled calendar of events. The room borders the kitchen and could be served by a service counter opening from the kitchen space.
- Large multi-purpose room with an attached kitchen - This area is envisioned as a flexible space able to accommodate a wide range of events from sit down functions with table and chairs, to lecture style events with an appropriately located stage area. The attached kitchen would allow for catered events.
- Program Rooms - These classroom style spaces would allow for educational, art and even group exercise offerings. The dividing walls between the program rooms are proposed to be movable creating greater flexibility for the rooms to serve different types of programming activities.
- Gymnasium -This space is envisioned as a future phase in the construction sequence, and is located to allow for easily adding to and incorporating within the building floorplan. This space would offer valuable additional indoor athletic court space to the town and schools. The demand for this type of readily available gym space is high and currently underserved.
- Future vertical expansion - This concept was discussed during some of the stakeholder and public meetings. If accommodated in the initial design, the structural framing support system could allow for the development of second story space within the roof volumes. Park space is at a premium and the ability to expand the building is considered something worth investigating should the concept be further developed.

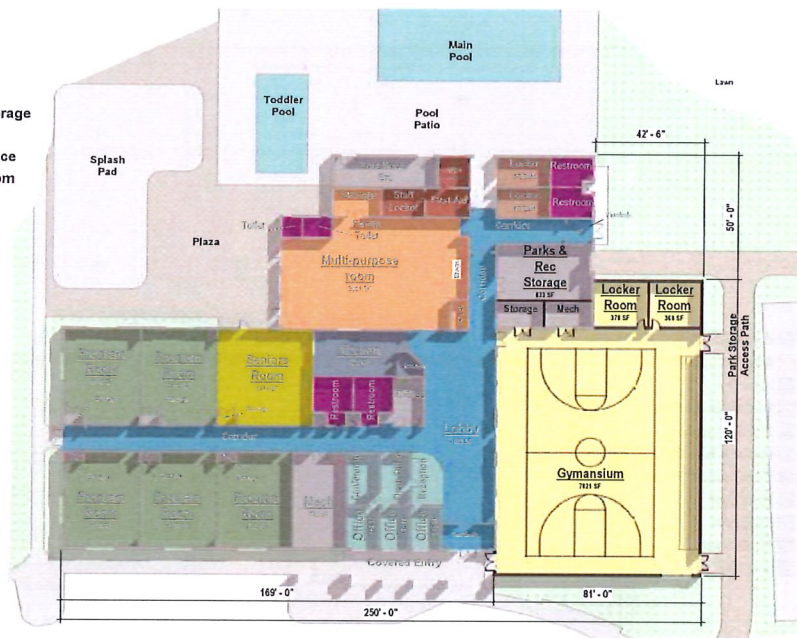
**FOOTPRINT STUDY
PHASE 1 - 23,385 SF**



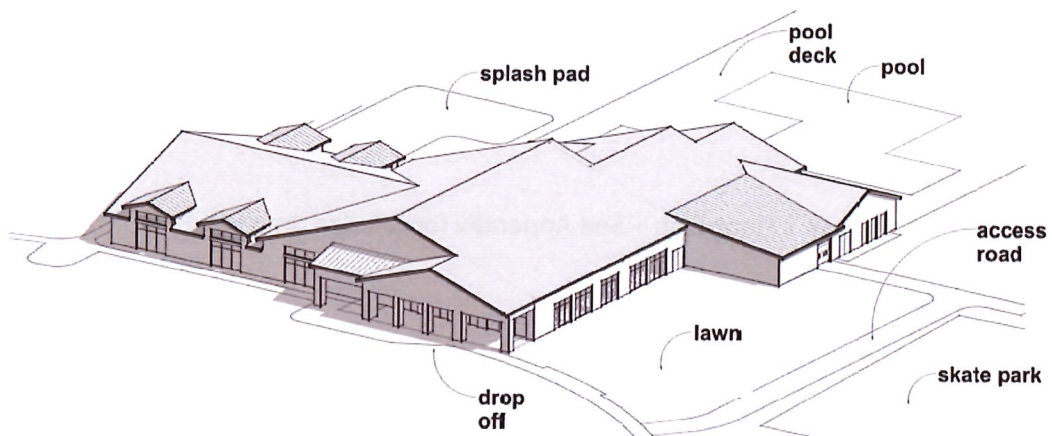
Phase 1 Floor Plan – See Appendix for full size drawing.

FOOTPRINT STUDY
PHASE 1&2 - 32,245 SF
 (PHASE 2 = 8,860 SF)

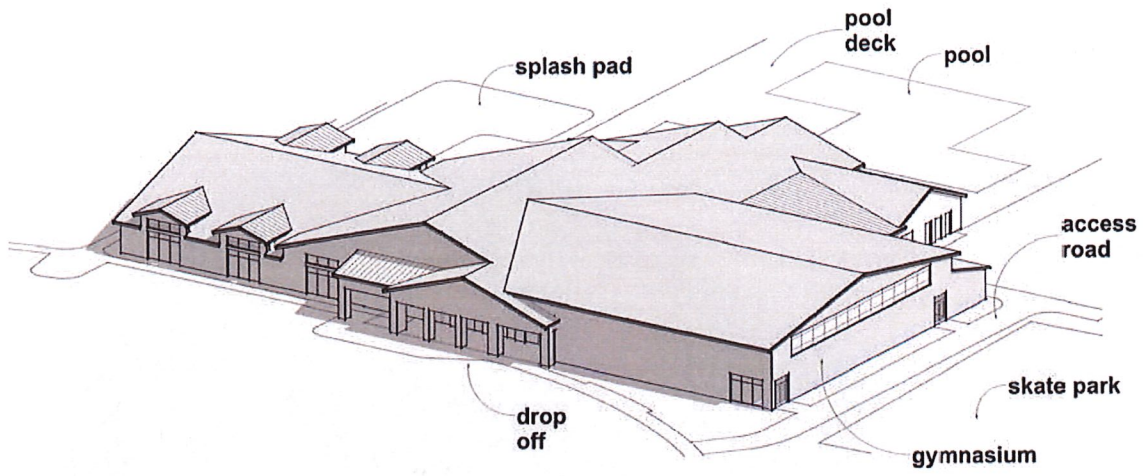
- Circulation
- Gym
- Kitchen
- Mechanical / Storage
- Multi-Purpose
- Parks & Rec Office
- Pool Locker Room
- Pool Staff
- Program
- Restroom
- Seniors



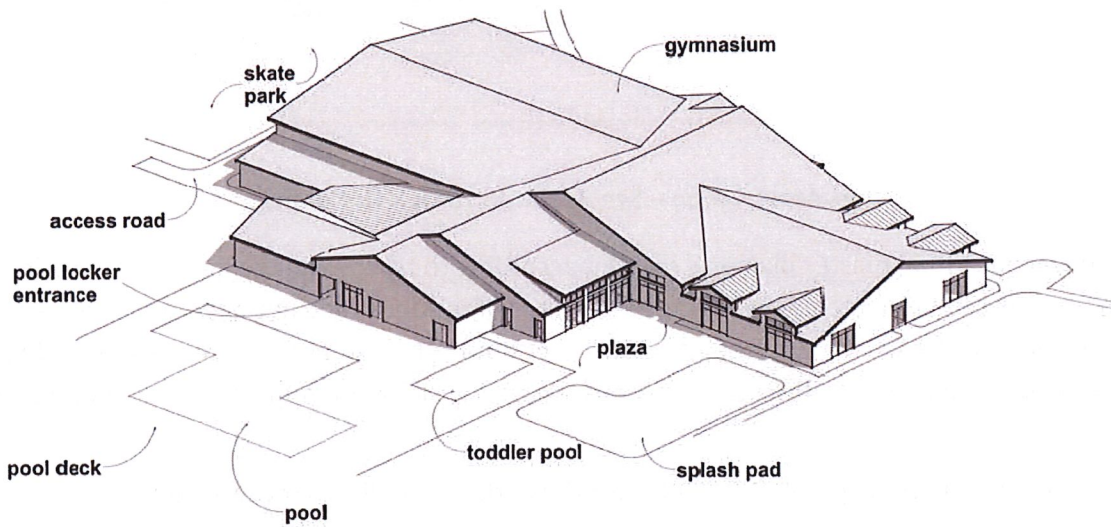
Phase 2 Floor Plan – See Appendix for full size drawing.



Southeast Aerial View Phase 1



Southeast Aerial View Phase 2



Northwest Aerial View

Park Master Plan



Park Master Plan – See Appendix for full size drawing.

The final conceptual master plan was created according to the design recommendations for the park and to accommodate the programming desires of residents and meet the practical needs of Town staff and the Recreation Department. To optimize the use of the entire parcel and reach these programming goals, the master plan requires the demolition of the building at 127 Elm Street.

As envisioned, the conceptual master plan for the park accomplishes these goals:

- Provides accessible paved walking paths throughout, including a 10-foot wide universally accessible path along a nearly half mile stretch of the Souhegan River in the park.
- Allows for the simultaneous use of three new ball fields.
- Provides new playground facilities, including pavilion and plaza, and splashpad.
- Improves and increases parking spaces for new facilities and expanded uses.
- Provides 20,000+ square feet of green infrastructure for stormwater management and water recharge, where currently there is none, keeping thousands of gallons of stormwater from reaching and polluting the river during each rain storm.
- Accommodates improved vehicular circulation, connecting the east and west ends of the park.

- Minimizes recreational resources in the flood plain and provide locations for flood plain compensation.
- Provides open areas as multi-purpose fields and park events.
- Includes generous plantings of shade trees and lawn areas for passive enjoyment.
- Accommodates strategically located overflow parking on lawn areas.
- Affords central placement of a new community center building.
- Maintains use of the existing skate park, pool, pavilion, and bandstand/performance space.
- The court sport resources in the flood plain are removed, relocated, and expanded at the 127 Elm Street property location.

CONSTRUCTION APPROACHES & ESTIMATES

The Design Team recommends a phased approach to help Town staff plan for and budget the project. Phasing could be key to the project's viability and ultimate completion.

Park Master Plan with Phased Implementation

- The Design Team has created a phasing strategy to manage the financial impacts of park improvements. The advantages to this phased strategy are:
 - An incremental implementation of the master plan will spread cost impacts over time. Phasing allows Town staff and administrators to identify and prepare grants for the most valuable State and Federal funding sources.
 - There is no loss of function of the existing ball fields; the addition of the new softball field in Phase 1 without decommissioning the existing ball field facilities will accommodate the need to hold three ball games simultaneously.
 - New impervious surfaces will include coordinated and measured stormwater mitigation efforts that meet the Town's stormwater management needs and MS4 obligations.



Phasing Plan – See Appendix for full size Drawing.

MILFORD COMMUNITY CENTER PHASED SITE IMPROVEMENTS					
	Approximate area of park impacted	Site improvements	New athletic facilities at phase completion	Estimate of striped paved parking spots at phase completion*	Planning-level cost estimate*
EXISTING CONDITIONS				92	
PHASE 1	45,100 sf	At the east entrance around demolished building and adjacent parking, install expanded turf area near dog park and river path access	0	79	\$588,760
PHASE 2	211,00 sf	Create paved walking path along river, pedestrian connection between east and west Relocate all courts out of flood plain Improve east entrance driveway Add new parking for courts and dog park access area Add compensatory flood storage	2 tennis/4 PB courts 2 basketball courts	61	\$1,267,120
PHASE 3	556,000 sf	Create through road, vehicular connection between east and west Add new bus and car parking Reorient and reconstruct ball fields and overlay sports fields Install new playground and pavilion Add compensatory flood storage	1 LL ball field 2 adult ball fields 1 soccer/multi-function field 2 overlay fields	251 plus 3 bus parking spots	\$2,757,439
PHASE 4	65,800 sf	Add additional parking for new community center building	0	359	\$901,792
No updates to pool or skateboard park are anticipated; plumbing connections between existing pool and new building occur in Phase 4. *Assumes 10-foot X 20-foot size for existing and new parking spaces. *Planning-level cost estimates do not include cost of demolition of buildings, design / engineering fees, nor cost of utility infrastructure. There may be some shared costs between Phase 1 site improvements estimated here and building demolition cost estimates. Abbreviations: LL, little league; PB, pickle ball					

See Appendix For full size Chart

Phase 1 – \$588,760

In Phase 1, the 127 Elm Street building at the west entrance would be demolished; a portion of the adjacent pavement would be removed and replaced with turf. The new grassy area would ease the negative visual impact of the eliminated building and disjoined parking around the building foundation, while reserving the large majority of paved parking at that location.

Estimated Landscape / Park Cost - \$70,469.00

Estimated Building Demolition Cost - \$518,291.00

Demolition Break down:

• HazMat Hygienist/Monitoring	\$ 32,890.00
• Abatement	\$121,550.00
• Demolition (All Buildings)	\$150,150.00
• Equipment Demolition/Rigging	\$ 35,750.00
• Foundations Removal/Sitework	\$ 55,000.00
• General Conditions	\$ 33,000.00
• Contingency	\$ 42,834.00
• Fee	\$ 47,117.00
TOTAL	\$518,291.00

Phase 2 – Landscape / Park - \$1,267,120

- During Phase 2, the Town would invest in new tennis courts, pickleball courts, and basketball court constructed at the 127 Elm Street property, as well as new parking lots serving this location. Improvements would be made at the east entrance driveway.
- A segment of accessible walking path, originating from the east entrance and following along the river, would be constructed.
- In the location of the existing courts and parking area, a new softball field would be built, as well as a new adjacent parking area and flood plain compensatory storage area.

Phase 3 – Landscape / Park - \$2,757,439

- In Phase 3, a new roadway and parking lot would be built connecting the east and west end park vehicular access points; additional parking spaces, including bus parking, would be a part this phase for improved vehicular accommodations in the park.
- Reconfiguration of the central field areas will allow construction of new optimally orientated baseball and softball fields. The ballfield layout would allow for the coordinated construction of a multi-purpose sporting and event field that doesn't impact the other ball playing locations.
- New stormwater management elements would be built to manage run off from new paved

areas on site.

- A new playground, as well as a new pavilion and plaza, would be built to the west of the existing pool area.
- A flood plain compensatory storage area would be developed in the place of the existing playground; a new accessible walking path be built connecting the paths on the east and west ends of the property.

Phase 4 -Landscape / Park - \$901,792

- In Phase 4, the new community building would be built following demolition of the existing structure. To accommodate the additional parking needs associated with community programming at the facility, the central parking area would be expanded. Additional pedestrian walkways would be installed around new parking locations to enhance safety.
- A splash pad would be added in close proximity to the existing pool and the new community building.
- This phase would also include additional stormwater management areas and snow storage to accommodate the additional impervious surfaces on site.

Planning-level Estimate of Landscape and Park Construction Costs

The Design Team has prepared a planning-level cost estimate for site and landscape improvements at the park. These estimates are not all inclusive and are meant to be used as a yard stick for planning and for measuring implementation costs against the value of the improvements to the community.

Cost Estimate Summary

PHASE 1	\$588,760
PHASE 2	\$1,267,120
PHASE 3	\$2,757,439
PHASE 4	\$901,792
SUB TOTAL	<hr/> \$5,515,111
10% CONTINGENCY	\$551,511
TOTAL	<hr/> \$6,066,622 <hr/>

Planning-level Estimate of Community Center Building Construction Costs (Planned to happen during Phase 4 of park improvements)

The construction of the community center building could possibly be split into two phases, with the gymnasium being built at a later date to allow for better cost control. The following numbers are an estimate of the community center building construction project both with and without a gymnasium.

New Building w/o Gymnasium (23k s.f) - Estimated Project Construction and Soft Cost

Conceptual Budget

• Geotechnical services	\$11,000
• Telecommunication Systems	\$70,000
• Architecture & Engineering Fees	\$391,600
• Furniture & Equipment	\$203,500
• Construction Manager Fees	\$326,700
• Miscellaneous Moving Cost	\$16,500
• Building Construction	\$6,424,000
• Miscellaneous Legal Fees	\$3,300
• Site Work	\$781,000
• Owner Construction Contingency	\$110,000
• Building Demolition	\$137,500
• Facility Support Services (Monitoring)	\$33,000
• Utility Fee	\$22,000
• Building Commissioning	\$66,000
• Independent Testing Agency	\$10,780
• Bond Costs	TBD
• Security & Access Systems	\$77,000
• <u>Hazmat Abatement</u>	<u>\$44,000</u>
TOTAL PROJECT COSTS (incomplete)	\$8,734,880

New Building w/Gymnasium (32k s.f) - Estimated Project Construction and Soft Cost Conceptual Budget

• Geotechnical Services	\$13,200
• Telecommunication Systems	\$88,000
• Architecture & Engineering Fees	\$508,200
• Furniture & Equipment	\$225,500
• Construction Manager Fees	\$387,000
• Miscellaneous Moving Cost	\$16,500

• Building Construction	\$8,404,000
• Miscellaneous Legal Fees	\$3,300
• Site Work	\$781,00
• Owner Construction Contingency	\$110,000
• Building Demolition	\$137,500
• Facility Support Services (Monitoring)	\$33,000
• Utility Fee	\$22,000
• Building Commissioning	\$77,000
• Independent Testing Agency	\$11,880
• Bond Costs	TBD
• Security & Access Systems	\$88,000
• <u>Hazmat Abatement</u>	\$44,000
• TOTAL PROJECT COSTS (incomplete)	\$10,950,080

Total Project Cost Estimate

LANDSCAPE & PARK	\$6,066,622
COMMUNITY CENTER BUILDING (w/ GYM)	\$10,950,080
TOTAL	\$17,016,702

Concept Recommendation Presentation Zoom Meeting

The team presented the above recommendations to the community during a zoom presentation in early June of 2021. The concepts and recommendations were well received. See Appendix 9.0 for meeting comments.

Funding Recommendations

There are several avenues of project funding that the Design Team would recommend aside from typical taxpayer funded mechanisms.

- Government funded grants – There are several federally funded grant programs available. The community facilities grant program, outdoor recreational grant program, and the state administered community development block grant program may be applicable to a project of this size. Many of these grants are aimed towards towns under certain population sizes for which Milford could qualify. Other site improvement grants might include outdoor recreation grants, stormwater and water quality grants, and

funds to provide universal accessibility.

- Privately funded grants – Private corporations or foundations offer grants for community based programs focused around education, youth activities, arts, and culture among others.
- Individual/Philanthropic Donations
- Membership and space rental fees – Some community/recreation centers offset project costs and operational costs through space rental fees and membership fees. Member fees if instituted should be kept affordable so as not to interfere with the projects' mission of serving the community within which it is located. The multi-purpose room, the gymnasium and program rooms could be candidates for space rental scenarios.
- Fundraising – Fundraising committees are typically formed to establish monetary goals, and campaign strategies. Items could be made available for individual or corporate sponsorships. Park equipment such as benches and playgrounds or sidewalk pavers, and rooms within a building bearing the name of corporations or individuals are common sponsorship opportunities. Fundraising events such as walkathons, road races could offer company sponsorships as well as individual donor drive opportunities such as team donations.

Professional fundraising and consulting – Professional fundraiser companies and consultants are highly experienced in capital campaigns for a wide variety of organizations. Many of these companies offer consulting services to aid in crafting fundraising campaigns or can be hired to run campaigns themselves. Other organizations such as the National Council of Nonprofits could be a valuable resource for fundraising assistance.

Regional vs Local

One of the questions posed to the public and stakeholders was if the future community center should serve just the local community or the surrounding towns as well. The Design Team feels that a regional community center would be advantageous in several ways, and this was also reflected in the survey responses. Some of the benefits of a regionally focused community center might include the following.

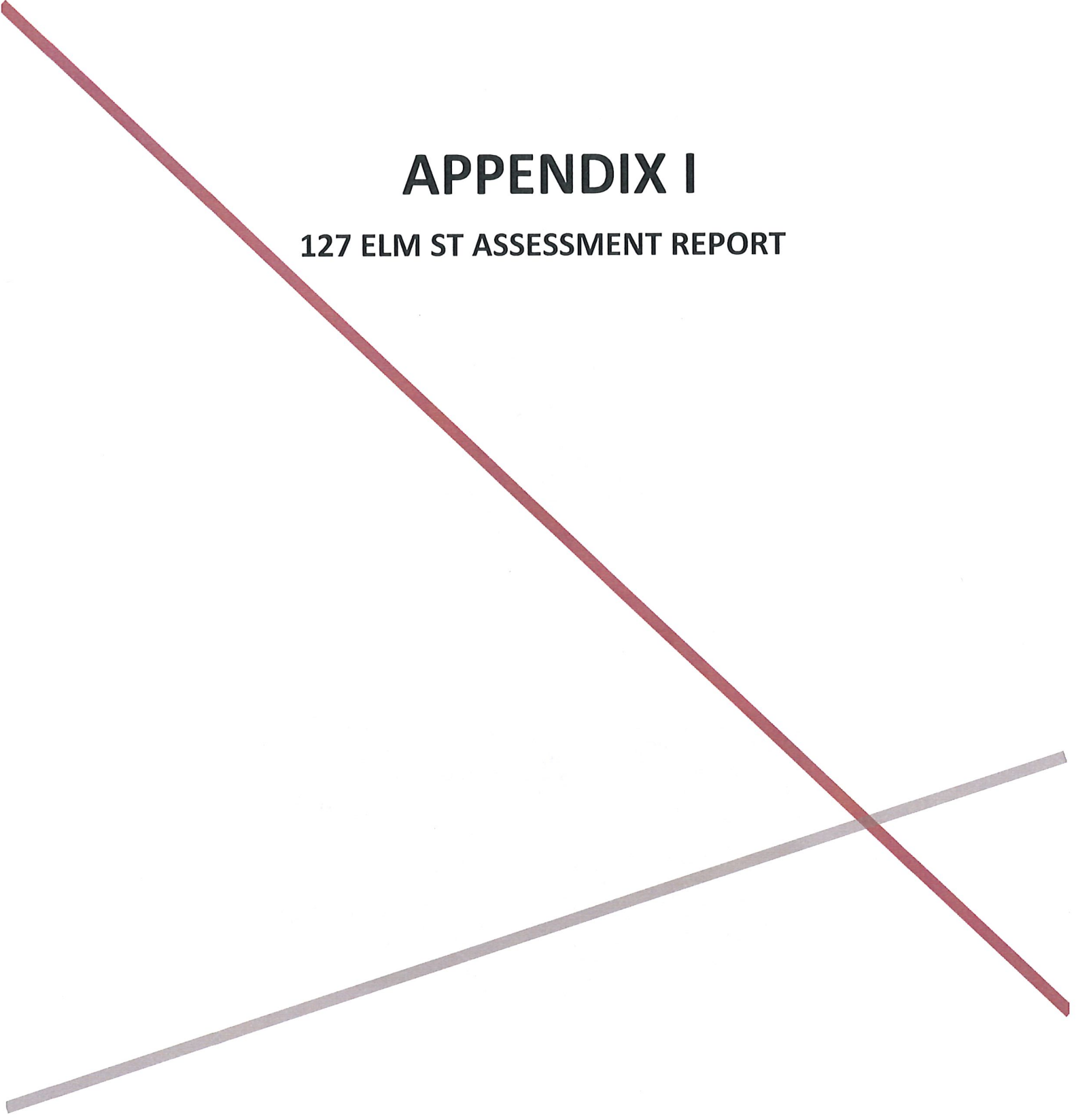
- Financial and operational cost sharing – Collaboration with other municipalities could include the ability to share project costs across different towns. In addition to initial construction funding, the staffing and operational resources available from additional municipalities could help offset the burden on just one town. The current economic climate may also lend credence to the regional approach. The current elevated material

cost ,supply chain issues, and higher energy costs are very challenging and it is not known when or if these issues will subside. This could be a motivating factor to explore sharing the costs regionally to achieve the project.

- Addressing gaps in regional resources – Not only would the center address resource gaps in Milford, but it could also benefit from being available to serve those same gaps in other surrounding towns. Similar to cost sharing, expanding service to additional local communities of lower populations that may have less resources should serve to maximize the value of this project. This increased value to other communities could motivate surrounding towns to offer the financial and operational assistance discussed previously.
- Economic benefits – The increased traffic from these surrounding communities into Milford for the use of the center should stand to economically benefit the local businesses. In addition, a regional center not limited to Milford alone could be important in both attracting families to and retaining those already living in the greater Milford region that the local Milford businesses serve.

APPENDIX I

127 ELM ST ASSESSMENT REPORT



TOWN OF MILFORD, NEW HAMPSHIRE FACILITY CONDITIONS ASSESSMENT



127 ELM ST, MILFORD NH



SEPTEMBER 10, 2020

TTG PROJECT No. 5027

The H.L. Turner Group Inc.

ARCHITECTS ■ ENGINEERS ■ BUILDING SCIENTISTS

The H.L. Turner Group Inc.

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Milford, NH Facilities Assessments

“Permattach” Building
127 Elm Street – Milford, NH

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Limitations
- 2.0 Site Evaluation
- 3.0 Exterior Wall and Roof Evaluation
- 4.0 Interior Systems Evaluation
- 5.0 Summary and recommendations
- 6.0 Photos
- 7.0 Appendix – Site information

1.0 FACILITY AUDIT OVERVIEW

The building formerly occupied by the Permattach Diamond Tool Corporation is a one- and two-story pre-engineered metal building located at 127 Elm Street in Milford NH. According to parcel data found online the building or at least portions of it were first constructed in 1963. The building is made up of 3 separate metal building frames and the front entrance walls all face due south. The middle building frame contains a two story space at the front. The front end of this middle building contains offices on both levels. The western and eastern metal buildings are predominantly open inside and are both single story. All 3 buildings have low pitch gable roofs that pitch into each other. The roofs of the two outer buildings pitch into the sidewalls of the middle building which has a higher eave height. The easternmost building and the middle building have low pitch metal roofs. The westernmost building has a low pitch rubber membrane roof. The exterior walls consist of metal siding and brick or masonry block veneers. The front walls of all 3 building are faced with brick with that also wraps around the corner and continues down the sidewalls of the westernmost and the middle building. The westernmost building has a partial height concrete masonry unit (cmu) wall that changes to metal siding approximately 4' above the floor level. The remainder of the exterior walls of these buildings are faced with metal siding panels. The westernmost building has a cmu utility room addition with 8' walls and a corrugated metal low pitch shed roof. The middle building also has a wood frame structure attached to the rear wall. This structure has a gable roof with corrugated metal surface. This small structure is sided with vertical grooved plywood siding that has been painted.

The three structures comprise an approximately 30,000 sf building footprint in total. Each metal building is approximately 10,000 sf in area individually. The second floor of the middle building is approximately 5,000 sf in area.

There is parking located on the west, south, and east sides of the building, and there is an access drive around the back (north) side of the building. The building backs up to a knoll covered with pine trees.

LIMITATIONS: The H.L. Turner Group Inc. (TTG) has prepared this report for the City of Concord, New Hampshire based on visual observations only and therefore did not involve destructive demolition, scientific testing or any other tests. The information/data in this report has been provided in general accordance with accepted Architectural and Engineering consulting practices and TTG makes no warranty, either expressed or implied on the conclusions or cost estimates/opinions of probable costs provided.

2.0 SITE EVALUATION

OBSERVATIONS

The building is located on parcel 19-10 within the town of Milford. The lot is approximately 5.8 acres (252,458 sf) in area with 40,000 sf of asphalt paving. The south side of the site abuts a wooded sloping hill while the north side of the building is bordered by a small ridge that is wooded and descends down to a stream that connects to the nearby Souhegan River. The east end of the site opens onto the Keyes Park athletic fields. There is a gradual rise to the field level. The site is accessed on the west side by a narrow drive that descends down about 20' in elevation from Elm St. There is asphalt paving striped for parking on the west, south, and east sides of the building. The asphalt exhibits a large amount of cracking throughout all areas where it is located on the site. The site appeared to be dry and free of surface drainage problems at the time of the site visit. There were however remnants of a puddle along the southwest edge of the south side parking, and no catch basins or other sub-surface drainage components were observed. An overhead power line cuts across the parking lot on the south side of the building. There is a stone border around the perimeter of the building foundation that is approximately 5' wide.

RECOMMENDATIONS

The asphalt paving should be repaired or replaced. Parking lot layout and flow should be analyzed to achieve maximum efficiency and capacity. If possible the overhead power to the west edge of Keyes Park should be relocated underground. Surface run-off drainage should be analyzed and a means to handle the run-off should be designed if not currently existing. The site lacks exterior site lighting. There are building mounted lights that should be assessed and replaced as required. Adequate site lighting for safe movement through the parking lot should be installed.

3.0 EXTERIOR WALL AND ROOF EVALUATION

OBSERVATIONS

Roofing

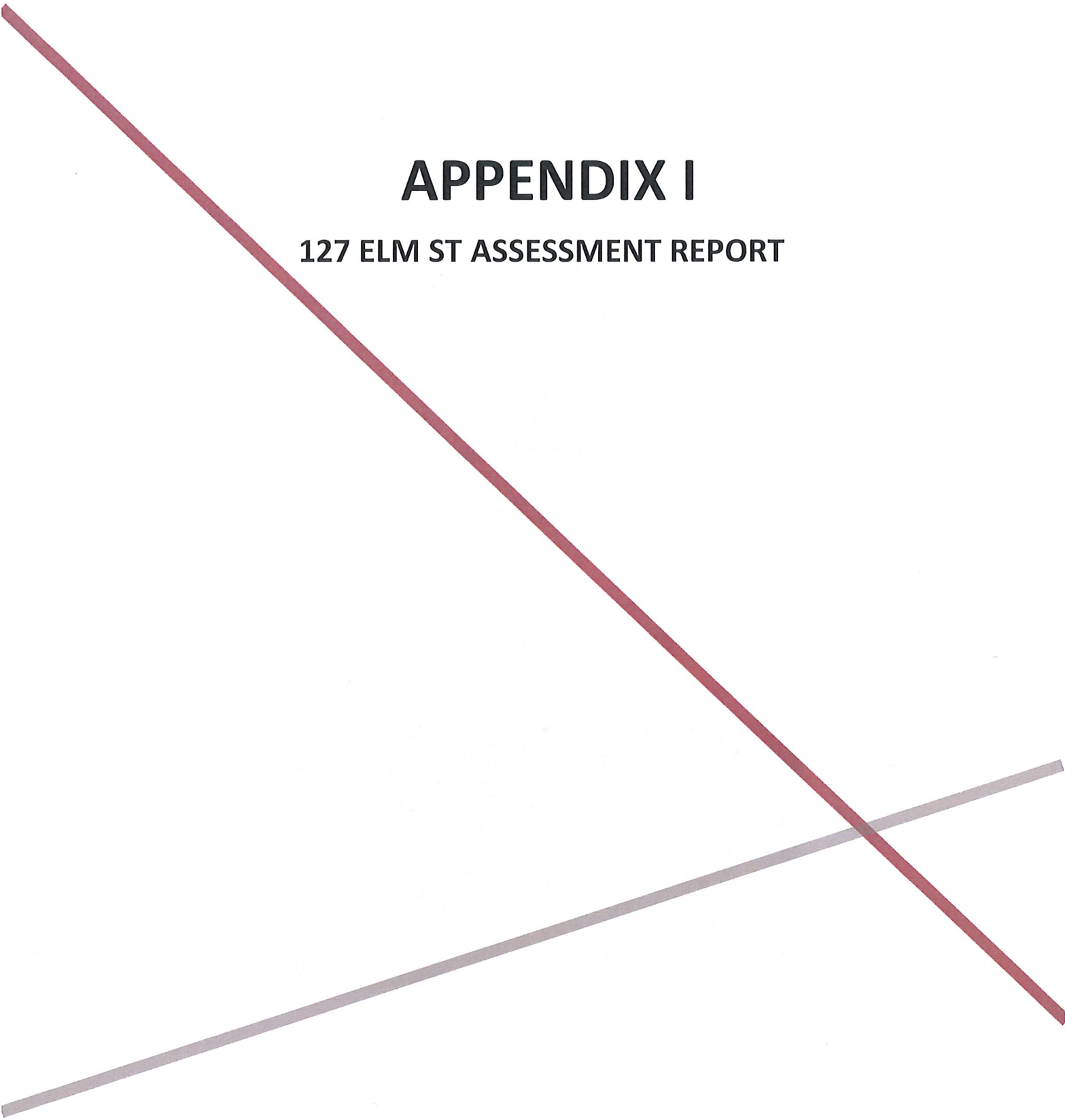
The roofing on the buildings are the typical metal roofing panels associated with pre-engineered metal buildings with the exception of the westernmost structure which is an EPDM (ethylene propylene diene) rubber membrane. There is metal trim around the entire roof perimeter along with aluminum gutters at the eave sides of the roofs. The roof insulation is fiberglass batt insulation which is applied just below the roof panels at the girt lines. There is a vinyl insulation liner or 'bagging' that holds the insulation in place. There were several spots where the liner was torn and insulation was hanging down. The easternmost building has a hole in the roof panel and daylight was visible through the opening. There was not any insulation visible from below in a portion of the westernmost building. There was a corrugated metal decking applied over the roof purlins which most likely indicates a rigid insulation was applied over the decking and covered with the membrane roof. The roof panels near the north end of the middle building exhibit rusting on the outer surface. The EPDM membrane roof appears to be in good shape. Due to the industrial use of the building there are many pieces of abandoned roof top mechanical units which means many roof penetrations with flashing joints that are prone to failure over time.

Exterior Walls

The exterior walls of the building are predominantly metal siding applied to horizontal metal support girts. There is batt insulation with the same vinyl liner applied within the girt bay. The vinyl liner is left exposed along most of the walls with the exception of the south facing walls where a framed partition was built in front of the vinyl liner. The south facing walls are brick veneer on the exterior with what appears to be an air gap and a gypsum sheathing over stud framed back up wall. The westernmost building appears to have a cmu back wall behind the brick. The westernmost building also has a cmu wall 4' above the slab around its entire perimeter beyond the south facing brick veneer wall. The insulation and girts appear to stop above this wall. The brick is in disrepair in many spots due to moisture intrusion. There are locations at window openings in the building where it is possible to see down into the wall cavity and the brick is falling away from the back up wall. The brick on the sidewalls of the middle building where the two lower roofs tie in is has seen large amount of water running over its surface and is very stained from the moisture it sees. In general the metal siding throughout the building is in poor condition. There are many dents from apparent vehicle impacts and numerous penetrations for exhaust fans and other equipment that would require siding patches. The north wall of the building contains several large

APPENDIX I

127 ELM ST ASSESSMENT REPORT



TOWN OF MILFORD, NEW HAMPSHIRE FACILITY CONDITIONS ASSESSMENT



127 ELM ST, MILFORD NH



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- 7.0 Appendix – Site information

1.0 FACILITY AUDIT OVERVIEW

The building formerly occupied by the Permattach Diamond Tool Corporation is a one- and two-story pre-engineered metal building located at 127 Elm Street in Milford NH. According to parcel data found online the building or at least portions of it were first constructed in 1963. The building is made up of 3 separate metal building frames and the front entrance walls all face due south. The middle building frame contains a two story space at the front. The front end of this middle building contains offices on both levels. The western and eastern metal buildings are predominantly open inside and are both single story. All 3 buildings have low pitch gable roofs that pitch into each other. The roofs of the two outer buildings pitch into the sidewalls of the middle building which has a higher eave height. The easternmost building and the middle building have low pitch metal roofs. The westernmost building has a low pitch rubber membrane roof. The exterior walls consist of metal siding and brick or masonry block veneers. The front walls of all 3 building are faced with brick with that also wraps around the corner and continues down the sidewalls of the westernmost and the middle building. The westernmost building has a partial height concrete masonry unit (cmu) wall that changes to metal siding approximately 4' above the floor level. The remainder of the exterior walls of these buildings are faced with metal siding panels. The westernmost building has a cmu utility room addition with 8' walls and a corrugated metal low pitch shed roof. The middle building also has a wood frame structure attached to the rear wall. This structure has a gable roof with corrugated metal surface. This small structure is sided with vertical grooved plywood siding that has been painted.

The three structures comprise an approximately 30,000 sf building footprint in total. Each metal building is approximately 10,000 sf in area individually. The second floor of the middle building is approximately 5,000 sf in area.

There is parking located on the west, south, and east sides of the building, and there is an access drive around the back (north) side of the building. The building backs up to a knoll covered with pine trees.

LIMITATIONS: The H.L. Turner Group Inc. (TTG) has prepared this report for the City of Concord, New Hampshire based on visual observations only and therefore did not involve destructive demolition, scientific testing or any other tests. The information/data in this report has been provided in general accordance with accepted Architectural and Engineering consulting practices and TTG makes no warrantee, either expressed or implied on the conclusions or cost estimates/opinions of probable costs provided.



2.0 SITE EVALUATION

OBSERVATIONS

The building is located on parcel 19-10 within the town of Milford. The lot is approximately 5.8 acres (252,458 sf) in area with 40,000 sf of asphalt paving. The south side of the site abuts a wooded sloping hill while the north side of the building is bordered by a small ridge that is wooded and descends down to a stream that connects to the nearby Souhegan River. The east end of the site opens onto the Keyes Park athletic fields. There is a gradual rise to the field level. The site is accessed on the west side by a narrow drive that descends down about 20' in elevation from Elm St. There is asphalt paving striped for parking on the west, south, and east sides of the building. The asphalt exhibits a large amount of cracking throughout all areas where it is located on the site. The site appeared to be dry and free of surface drainage problems at the time of the site visit. There were however remnants of a puddle along the southwest edge of the south side parking, and no catch basins or other sub-surface drainage components were observed. An overhead power line cuts across the parking lot on the south side of the building. There is a stone border around the perimeter of the building foundation that is approximately 5' wide.

RECOMMENDATIONS

The asphalt paving should be repaired or replaced. Parking lot layout and flow should be analyzed to achieve maximum efficiency and capacity. If possible the overhead power to the west edge of Keyes Park should be relocated underground. Surface run-off drainage should be analyzed and a means to handle the run-off should be designed if not currently existing. The site lacks exterior site lighting. There are building mounted lights that should be assessed and replaced as required. Adequate site lighting for safe movement through the parking lot should be installed.

3.0 EXTERIOR WALL AND ROOF EVALUATION

OBSERVATIONS

Roofing

The roofing on the buildings are the typical metal roofing panels associated with pre-engineered metal buildings with the exception of the westernmost structure which is an EPDM (ethylene propylene diene) rubber membrane. There is metal trim around the entire roof perimeter along with aluminum gutters at the eave sides of the roofs. The roof insulation is fiberglass batt insulation which is applied just below the roof panels at the girt lines. There is a vinyl insulation liner or 'bagging' that holds the insulation in place. There were several spots where the liner was torn and insulation was hanging down. The easternmost building has a hole in the roof panel and daylight was visible through the opening. There was not any insulation visible from below in a portion of the westernmost building. There was a corrugated metal decking applied over the roof purlins which most likely indicates a rigid insulation was applied over the decking and covered with the membrane roof. The roof panels near the north end of the middle building exhibit rusting on the outer surface. The EPDM membrane roof appears to be in good shape. Due to the industrial use of the building there are many pieces of abandoned roof top mechanical units which means many roof penetrations with flashing joints that are prone to failure over time.

Exterior Walls

The exterior walls of the building are predominantly metal siding applied to horizontal metal support girts. There is batt insulation with the same vinyl liner applied within the girt bay. The vinyl liner is left exposed along most of the walls with the exception of the south facing walls where a framed partition was built in front of the vinyl liner. The south facing walls are brick veneer on the exterior with what appears to be an air gap and a gypsum sheathing over stud framed back up wall. The westernmost building appears to have a cmu back wall behind the brick. The westernmost building also has a cmu wall 4' above the slab around it's entire perimeter beyond the south facing brick veneer wall. The insulation and girts appear to stop above this wall. The brick is in dis-repair in many spots due to moisture intrusion. There are locations at window openings in the building where it is possible to see down into the wall cavity and the brick is falling away from the back up wall. The brick on the sidewalls of the middle building where the two lower roofs tie in is has seen large amount of water running over its surface and is very stained from the moisture it sees. In general the metal siding throughout the building is in poor condition. There are many dents from apparent vehicle impacts and numerous penetrations for exhaust fans and other equipment that would require siding patches. The north wall of the building contains several large

overhead doors and openings into accessory structures that would require extensive patching and reconstruction if such items were removed as part of a renovation. At the walls of the middle building where they extend above the adjacent roofs surfaces there is a mixture of metal siding panels and what appear to be smooth possibly fiberglass panels. These upper wall locations along the middle building are very prone to leakage with two roof planes pitching into the vertical sidewalls. The flashing detail and condition as well as gutter set-up wasn't investigated at this time.

Framing/Structure

The roof framing consists of several metal building fabricated steel 'bents' located periodically along the length of the building frame. These bents also comprise the wall framing and continue down to the slab. There are secondary steel members called purlins or girts that frame between the bents and support the roof and wall siding panels. The exterior brick veneer is most likely supported by back up stud wall framing and sheathing with brick ties mortared into the brick joints. The back up wall and brick veneer was failing in several spots on the middle building exterior.

Windows/Doors

The majority of the windows are located on the south facing entrance walls of the building. All of the openings are boarded up currently. The windows are a mix of vinyl and wood units with most being double hung except for several sliding windows on the west and north walls of the westernmost building. The exterior personnel doors are mostly hollow metal flush panel doors with the exception of some 6 panel doors at the front entrances. There are several overhead sectional doors at each building.

RECOMMENDATIONS

Roofing

The EPDM roof membrane appears to be in good shape. The metal roofing panels were exhibiting rusting at portions of the middle building and might need to be replaced. There would be extensive roof patching required at removed equipment locations if the building (s) were to be salvaged. It should be noted that the roof form arrangement of the buildings is not conducive to the longevity of materials and the goes against the

concept of shedding water, snow, and ice away from building surfaces. The hole in the roof in the easternmost building should be fixed immediately.

Exterior Walls

As noted above the exterior walls would require extensive repair both to the metal siding and brick veneer should the building be re-used. The back up framing behind the brick veneer would require some partial demo of wall finishes to fully assess the repairs needed.

Framing/Structure

The steel frame elements appear to be in good shape and don't need immediate attention.

Windows/Doors

It is assumed based on quick visual survey that the all of the windows would need to be replaced. There are several broken sashes throughout the building and in general the windows appear to be at the end of their useful lifespan. It would also be recommended that all of the exterior doors be replaced in the event of a building re-use scenario. It is assumed that the majority of overhead door openings would be removed and need to be infilled with windows or wall construction.

4.0 INTERIOR SYSTEMS EVALUATION

OBSERVATIONS

Walls

There is a mix of cmu and stud and drywall system walls throughout the building. The two office spaces at the front of the middle building contain the majority of the partitions within the building. There are dividing walls between the metal building frames that are full height cmu partitions. The majority of the interior walls within in the building beyond the office spaces appear to be painted cmu.

The gypsum wallboard and stud walls in the office areas are in varying states of disrepair and would need complete refurbishment.

Flooring

The first floor is a concrete slab on grade throughout. There is a second floor in the middle building that is framed with open web steel joists. The second floor decking looks to be mostly plywood. The steel joist are supported on steel beam and column framing, as well as load bearing cmu partitions along the dividing walls between metal building frames. The second floor footprint appears to extend over the entire width and approximately half the length of the middle building. This would equate to roughly 5,000 sf of floor area.

The concrete slabs on grade appear to be in good condition. The east and west building floor slabs are relatively clean and level. The middle building floor slab has numerous depressions, pits and a dock leveler at the rear of the building space. These depressions are assumed to have been built for specific industrial processes and would need to be leveled and in-filled in any re-use scenario. Slab moisture levels and below slab moisture prevention measures are not know at this time but can contribute to added and unforeseen costs in a renovation.

The finish flooring in the office areas are a mixture of carpet and vct. These floors are in complete dis-repair and would need to be replaced.

Ceiling

There is acoustical tile suspended ceiling mostly located within the office area of the middle building. This much like the floors is in poor condition. There is drywall ceiling at the open area behind the front offices at the first floor of the middle building. This is in fair condition with several patches needed. All other spaces do not have ceilings and are

exposed to the roof with the exception of a bathroom core in the middle of the easternmost building. The bathroom core has a wood joist frame cap, with most likely suspended ceiling within the bathrooms which were not able to be viewed.

Stairs

The second floor of the middle building is accessed by wood framed stairs. The stairs were in good condition but lacked proper guard rails and hand rails. Code compliant guard rails and hand rails would need to be added.

Mezzanines

There is a small mezzanine at the north end of the middle building accessed by a wood framed stair.

Electrical

The lighting in the building appears to be suspended fluorescent tube shop style lighting in the majority of the spaces. There was recessed fluorescent lighting in the office areas. It is assumed all lighting fixtures would be demo'd and replaced with energy efficient LED fixtures. There are multiple panels throughout the building that would most likely not be needed with the switch to an assembly occupancy.

Plumbing Systems

There are several small toilet rooms throughout the building. These could presumably be relocated in a renovation, and the number of fixtures for an assembly type occupancy would most likely require the addition of toilet rooms with several fixtures in each. The current plumbing facilities would not be adequate for use as a community center building.

Fire Protection Systems

The building is equipped with automatic fire sprinklers. There was a fire protection equipment room that was not able to be accessed during the site visit.

Accessibility

The second floor space is not accessible. The first floor entrances of the building are on grade and accessible in their current condition. Accessible restrooms were not observed within the building during the site visit.

HVAC



The mechanical systems appeared to consist of unit heaters and air delivery ducts and terminals throughout. There were several air handlers on the roof of the easternmost building, and several condensers most likely associated with split system ac units on the ground outside the building at various spots. The gas service appears to enter the building at the north east corner of the building, while the water service appears to enter at the southwest corner of the building.

RECOMMENDATIONS

Walls

It is assumed that the majority of the non-load bearing partitions in the building would be removed in the event of the space being reconfigured. Notwithstanding most of the wall finish would need to be removed and re-applied to the current framed partitions just for access for new building systems.

Flooring

It is assumed all existing finish flooring would be removed and replaced. As mentioned previously applying certain finishes to existing concrete slabs can come with challenges based on moisture migration rates through the slab and underlying soil conditions.

Ceiling

Replace all finish ceilings.

Stairs

Address guardrail and handrail issues.

Electrical

A complete renovation of the electrical system would be anticipated. All lighting should be replaced, and power panels, and circuitry would most likely need to be re-worked.

Plumbing Systems

The current toilet facilities need to be renovated and likely additional central toilet rooms that are handicapped accessible would be needed.

Fire Protection Systems

Verification of the capacity of the existing system needs to be done. Reconfiguration and addition of branch piping, main lines and heads would be needed to serve a building renovation.

Accessibility

The second floor in its current square footage and if changed to an assembly use would be required to be wheel chair accessible. Accessibility would need to be provided through a lift or elevator.

HVAC

This much like other systems in the building would most likely see a full demo and re-build to undergo a renovation and occupancy change.



5.0 SUMMARY AND RECOMMENDATIONS

It is apparent that the building has seen heavy use over the years. It's arrangement as 3 separate frames might present layout challenges for a new use. The interior column layout is not conducive to large open recreational spaces such as a gym, nor is the height of the frames adequate for a gym use. Metal building frames are typically clear span, but each of the three building frames has interior columns along the center ridge line. The roof volumes of 3 separate gables pitched towards each other is not a desirable layout from a water management standpoint. The building does not distinguish itself visually or stylistically and is also not deemed to be historically or culturally significant within the town of Milford. Low pitch gable roofed buildings are generally not pleasing visually or proportionally.

In addition the siting of the building may not prove viable once further site analysis and planning takes place. It is our opinion that any re-use of the building as part of a new community center would most likely involve a complete removal of the existing building facades and a majority of all the interior systems down to the steel building frames themselves. There are certainly project efficiencies and savings to be realized if the structures were to be re-used but it does not seem like the most viable option at the outset of the planning phase. However, re-use of the building will be considered during the planning phase. There may be opportunity to re-use a portion(s) of the building for compartmental programming such as classroom space or similar uses. The value of the Elm St property may very well be in the land itself though and it's adjacency to Keyes Park rather than the existing structure that sits on it.

6.0 PHOTOS



View from west



View of from south



View from east



View of north side of easternmost building



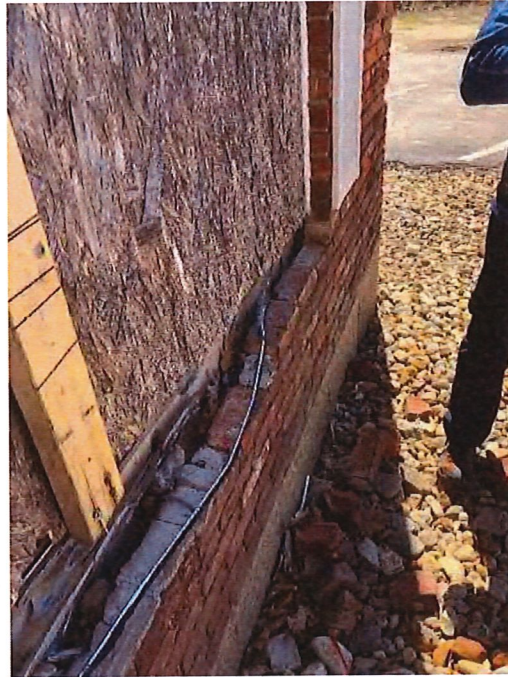
View from north of middle building



View from north of western building



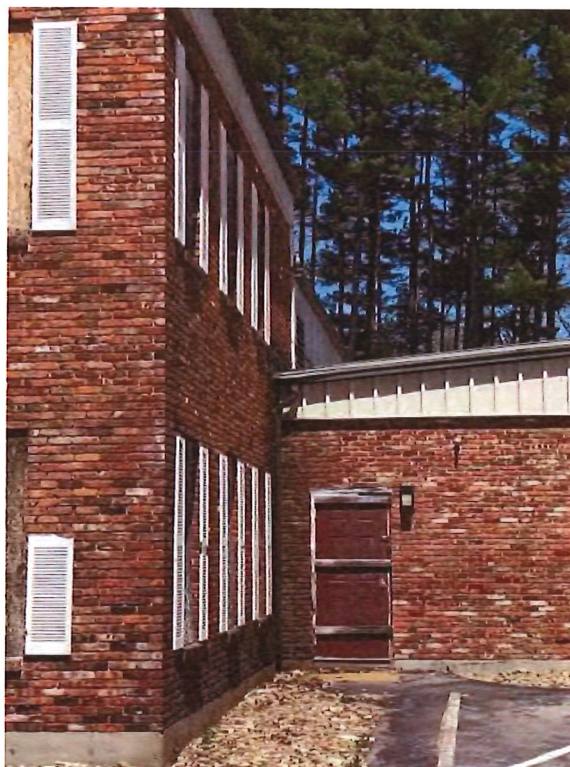
View of typical pavement condition



View of failing brick veneer and back up wall below a window opening



View of overhead power and view out to Keyes Park



View of roof pitching into sidewall



View of brick damage at interior corner



View out to Keyes Park from east end of 127 Elm St property



Typical metal building frame – bents and roof purlins



Metal building frame @ easternmost building showing columns along ridge line



Daylight through hole in insulation, vinyl layer and roof panel



Typical roof insulation with vinyl facing and support strapping



Wood stairs to second floor in middle building



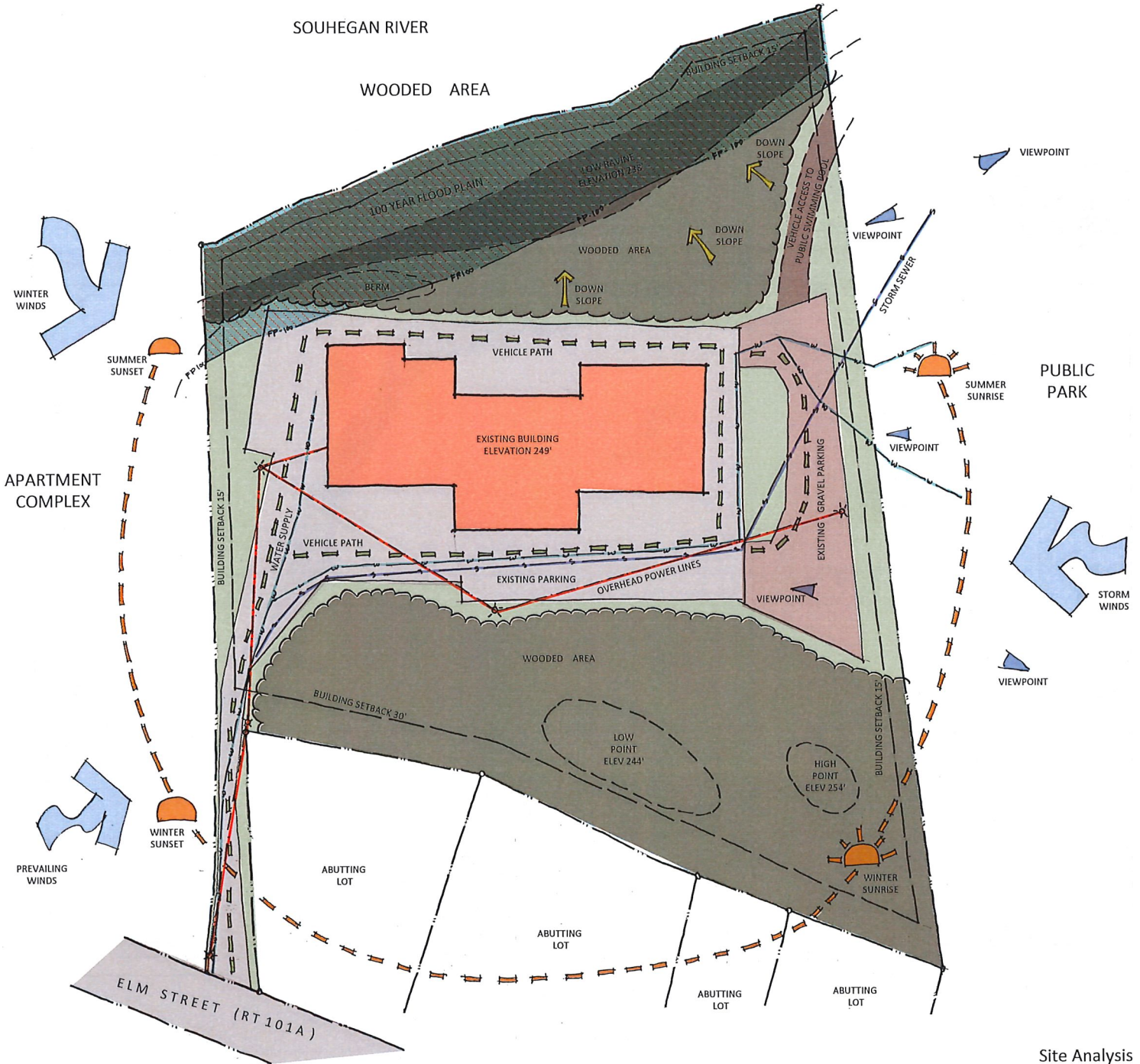
View of slab in middle building showing multiple levels



View of knoll / ridge at north side of site sloping down to stream

7.0 APPENDIX – SITE INFORMATION





Site Analysis



Site Analysis
 Milford Community Center Site
 Milford, New Hampshire

TTG 5027
 DP 9/214/2020

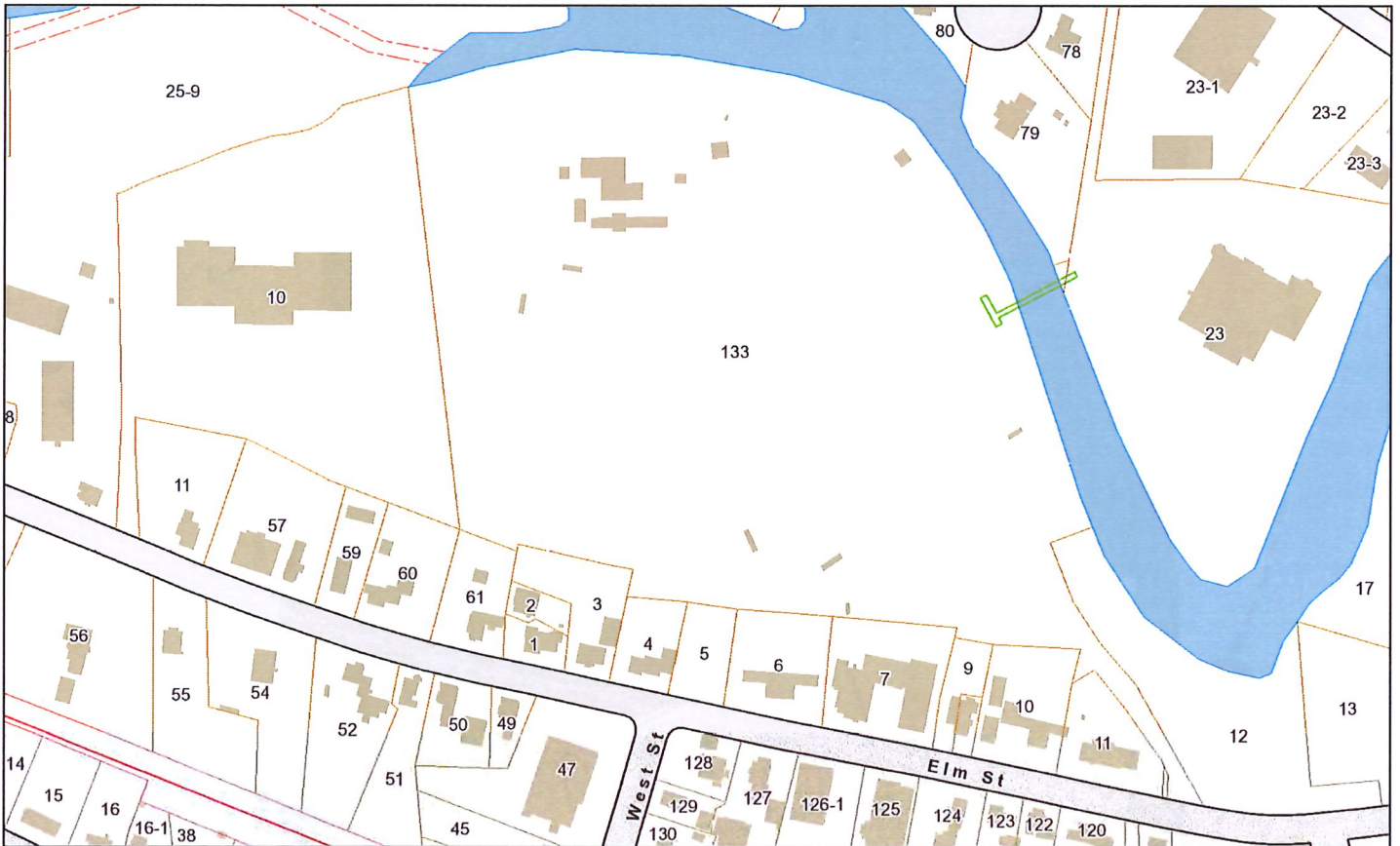


Milford, NH

1 inch = 240 Feet



September 3, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

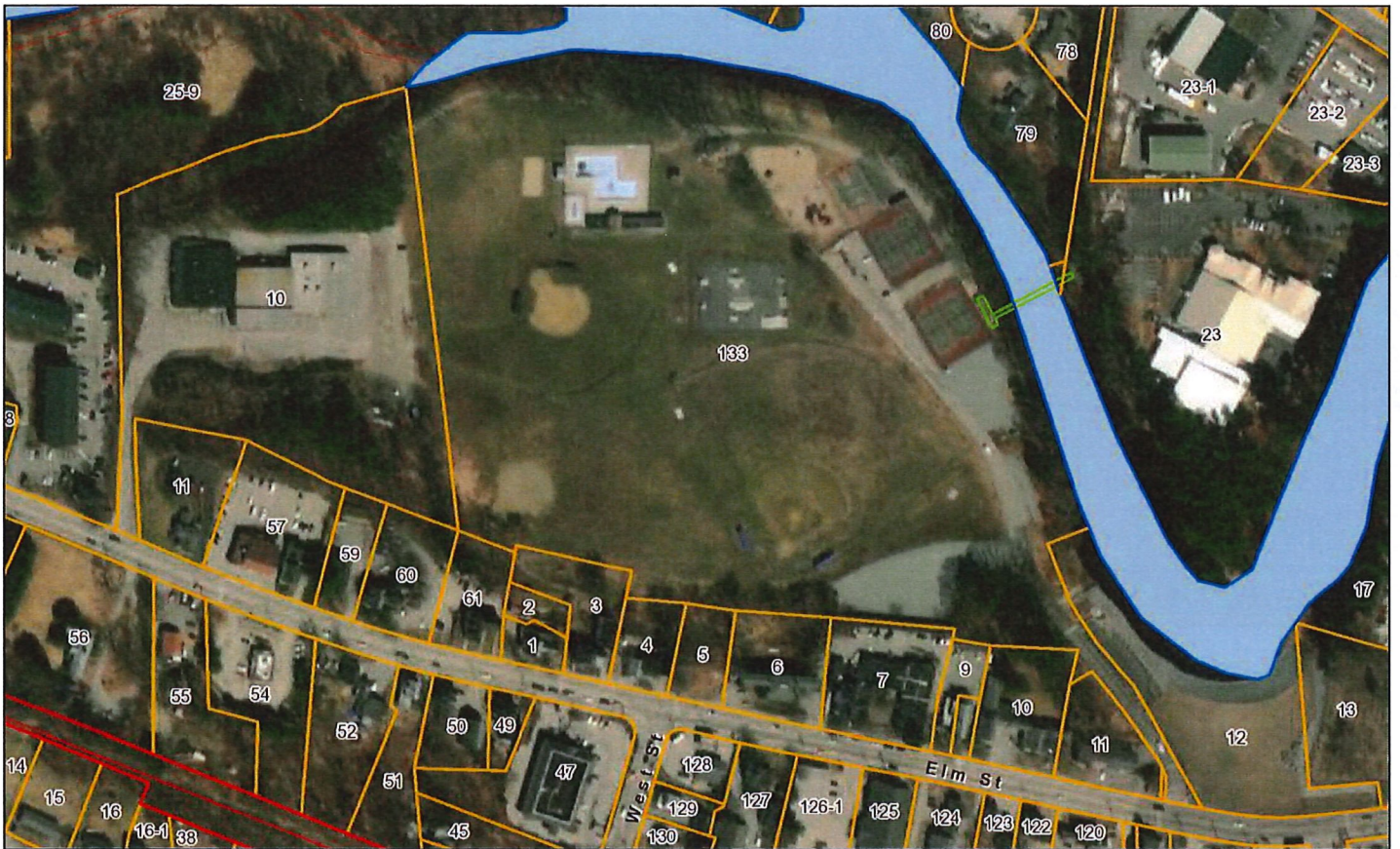


Milford, NH

1 inch = 240 Feet



September 3, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



Milford, NH

1 inch = 60 Feet



CAI Technologies
Advanced Mapping for Smart Communities

June 4, 2020



- Property Line
- Contours_2ft
- Water Main
- Gravity Main

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

127 ELM ST

Location 127 ELM ST

Mblu 19/ 10/ //

Owner MILFORD, TOWN OF

Assessment \$532,900

Appraisal \$532,900

PID 1821

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$324,700	\$208,200	\$532,900

Assessment			
Valuation Year	Improvements	Land	Total
2016	\$324,700	\$208,200	\$532,900

Owner of Record

Owner MILFORD, TOWN OF
Co-Owner
Address 1 UNION SQ
MILFORD, NH 03055

Sale Price \$190,000
Certificate
Book & Page 8816/0476
Sale Date 12/17/2015
Instrument 35

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MILFORD, TOWN OF	\$190,000		8816/0476	35	12/17/2015
127 ELM ST LLC	\$625,000		8339/0377	40	08/05/2011
MAYO TWO, LLC	\$1,092,933		7950/1674	40	02/20/2008
MAYO NINE LLC	\$850,000		7304/2559	00	08/25/2004
PERMATTACH DIAMOND TOOL CORP	\$0	1	0000/0000		01/01/1900

Building Information

Building 1 : Section 1

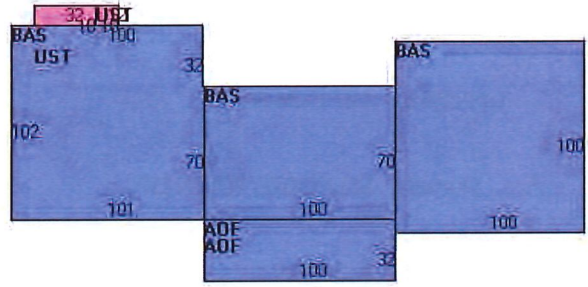
Year Built: 1963

Building Photo

Living Area: 33,670
Replacement Cost: \$1,192,587
Building Percent Good: 20
Replacement Cost Less Depreciation: \$238,500

 Building Photo
 (http://images.vgsi.com/photos/MilfordNHPhotos/A00\00\82\16.jpg)

Building Layout



(http://images.vgsi.com/photos/MilfordNHPhotos/Sketches/1821_1947.jpg)

Building Attributes	
Field	Description
STYLE	Light Industrial
MODEL	Industrial
Grade	Below Average
Stories:	2
Occupancy	4.00
Exterior Wall 1	Pre-finsh Metl
Exterior Wall 2	Br/St Vaneer
Roof Structure	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Hot Air-no Duc
AC Type	None
Struct Class	
Bldg Use	IND WHSES
Total Rooms	
Total Bedrms	
Total Baths	
Usrflid 218	
data input	VS
1st Floor Use:	
Heat/AC	NONE
Frame Type	STEEL
Baths/Plumbing	AVERAGE
Ceiling/Wall	NONE
Rooms/Prtns	AVERAGE
Wall Height	12.00
% Comn Wall	

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	27,270	27,270
AOF	Office, (Average)	6,400	6,400
UST	Utility, Storage, Unfinished	440	0
		34,110	33,670

Extra Features

Extra Features

Legend

Code	Description	Size	Value	Bldg #	Comment
SPR	SPRINKLER	38270.00 S.F.	\$23,000	1	
A/C	AIR CONDITION	6400.00 S.F.	\$3,800	1	
CLR1	COOLER	1160.00 S.F.	\$17,900	1	

Land

Land Use

Use Code 903I
Description MUNICIPAL MDL-96
Zone C
Neighborhood I05
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 5.8
Frontage
Depth
Assessed Value \$208,200
Appraised Value \$208,200

Outbuildings

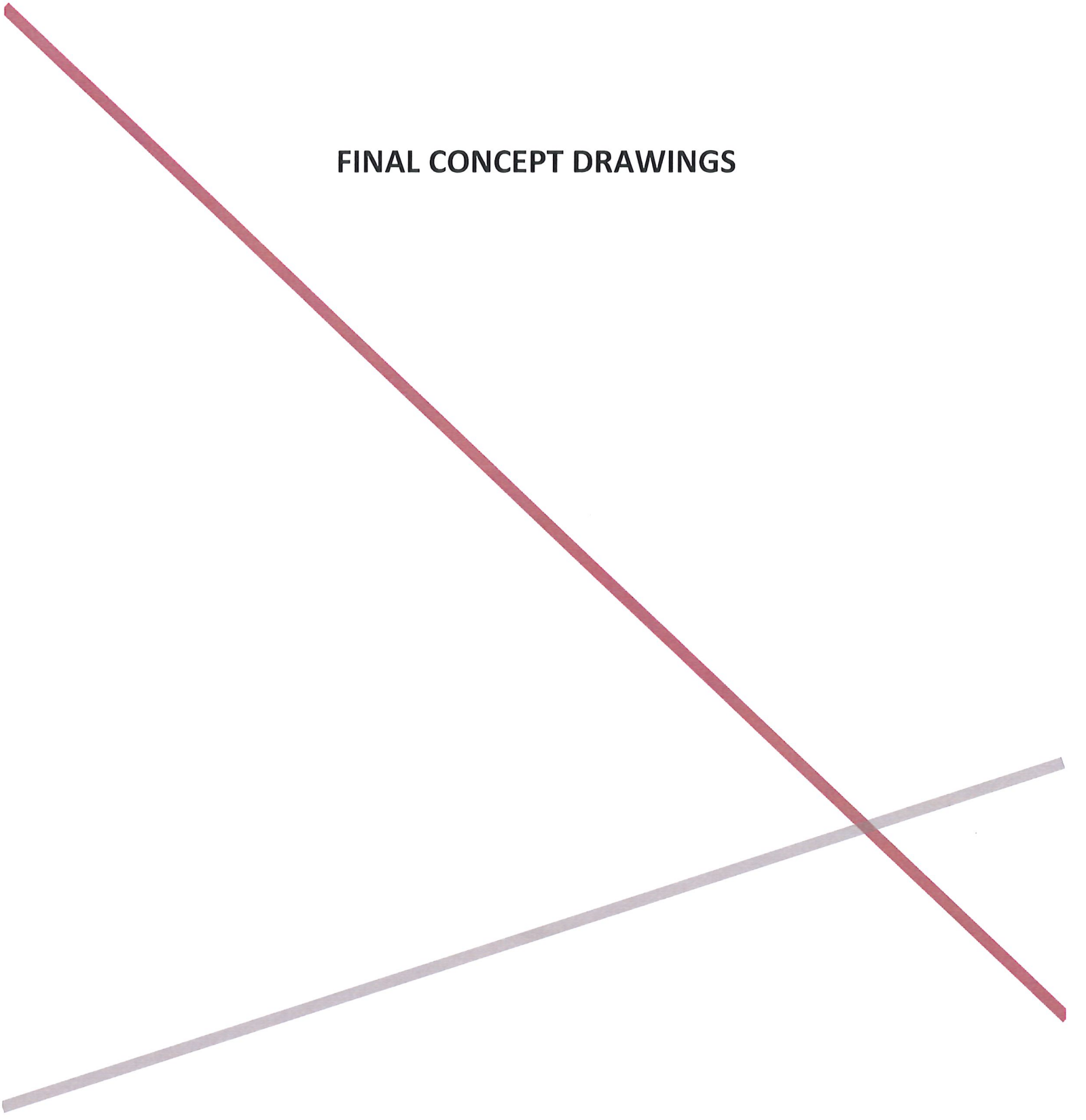
Outbuildings							Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #	Comment
PAV	PAVING	01	ASPHALT	40000.00 S.F.	\$40,000	1	
SHD	SHED	01	FRAME/MSNRY	100.00 S.F.	\$800	1	
FN	FENCE	02	5' CHAIN	90.00 L.F.	\$700	1	



APPENDIX VI

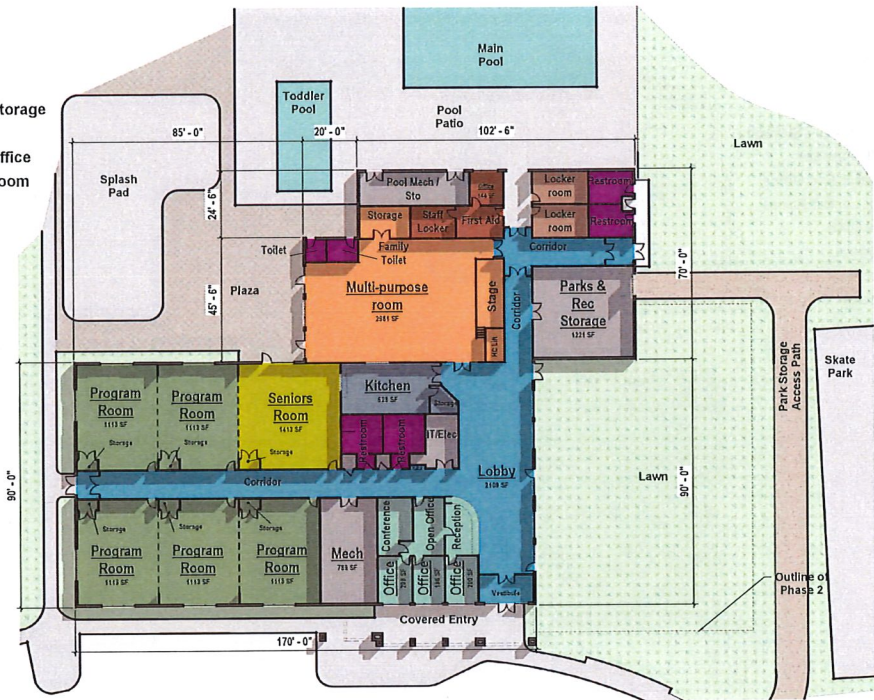
**CONCEPTUAL DESIGN
DOCUMENTATION DRAWINGS**

FINAL CONCEPT DRAWINGS



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

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



TOWN OF MILFORD

COMMUNITY CENTER FEASIBILITY STUDY

CONCEPTUAL FLOOR PLAN - PHASE 1

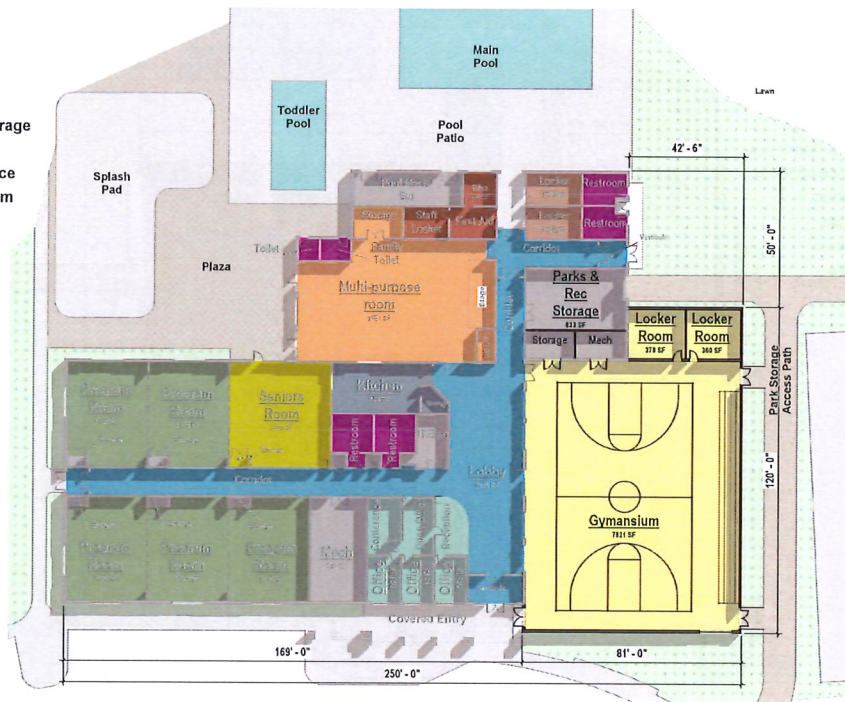
PREPARED BY: M. TURNER GROUP, INC. ■ ARCHITECTS ■ ENGINEERS ■ BUILDING SCIENTISTS ■ 27 LOCKS RD. CONCORD, MA 01731, USA ■ 978.226.1122 ■ 978.226.1124 ■ www.turnergrp.com

SCALE: 1/8" = 1'-0"
DATE: 10/20/22



**FOOTPRINT STUDY
PHASE 1&2 - 32,245 SF
(PHASE 2 = 8,860 SF)**

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



TOWN OF MILFORD

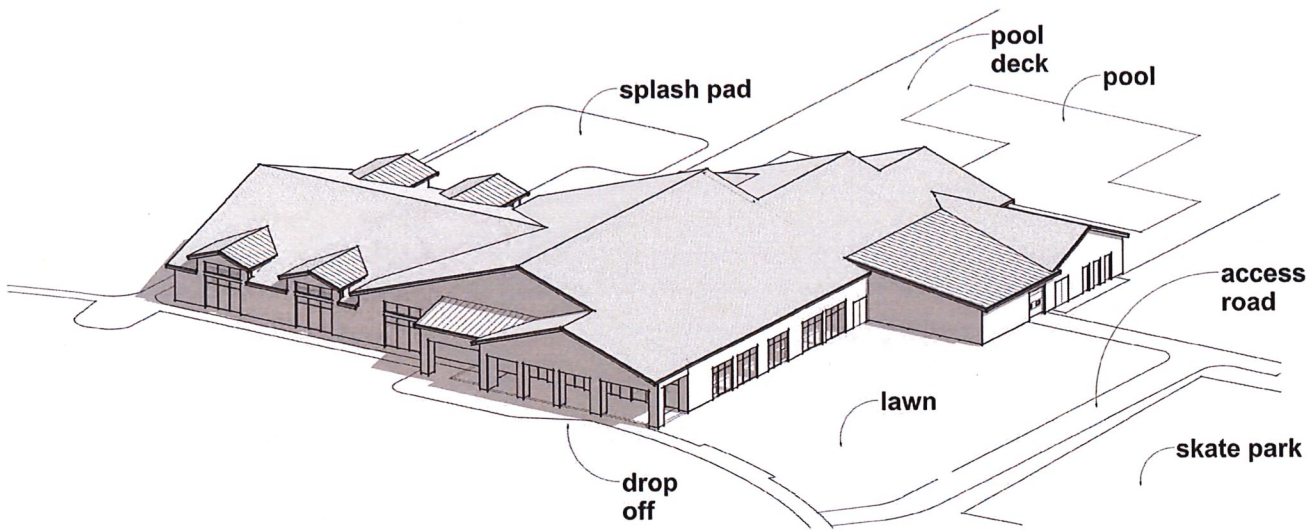
COMMUNITY CENTER FEASIBILITY STUDY

CONCEPTUAL FLOOR PLAN - PHASE 2

PREPARED BY: HL TURNER GROUP, INC. ■ ARCHITECTS ■ ENGINEERS ■ BUILDING SCIENTISTS ■ 27 LOCKE ROAD, CONCORD, NH 03301, USA ■ 603.228.1122 ■ 603.228.1124 ■ www.hltgroup.com

SCALE:
DATE: 11/03/2011





VIEW FROM SOUTHEAST - PHASE 1

TOWN OF MILFORD

COMMUNITY CENTER FEASIBILITY STUDY

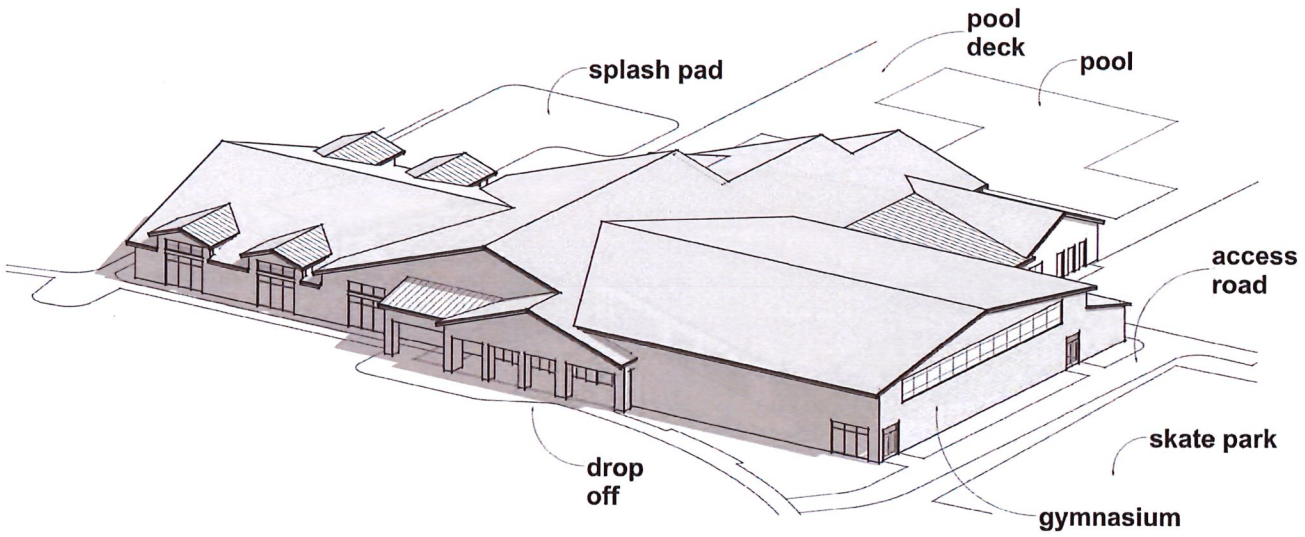
CONCEPTUAL MASSING VIEW

SCALE: 1/8" = 1'-0"

DATE: 10/03/22



PREPARED BY: THE H.L. TURNER GROUP INC. ■ ARCHITECTS ■ ENGINEERS ■ BUILDING SCIENTISTS ■ 27 LOCKE ROAD CONCORD, NH 03301, USA ■ 603.228.1122 ■ 603.228.1126 ■ www.hltturner.com



VIEW FROM SOUTHEAST - PHASE 2

TOWN OF MILFORD

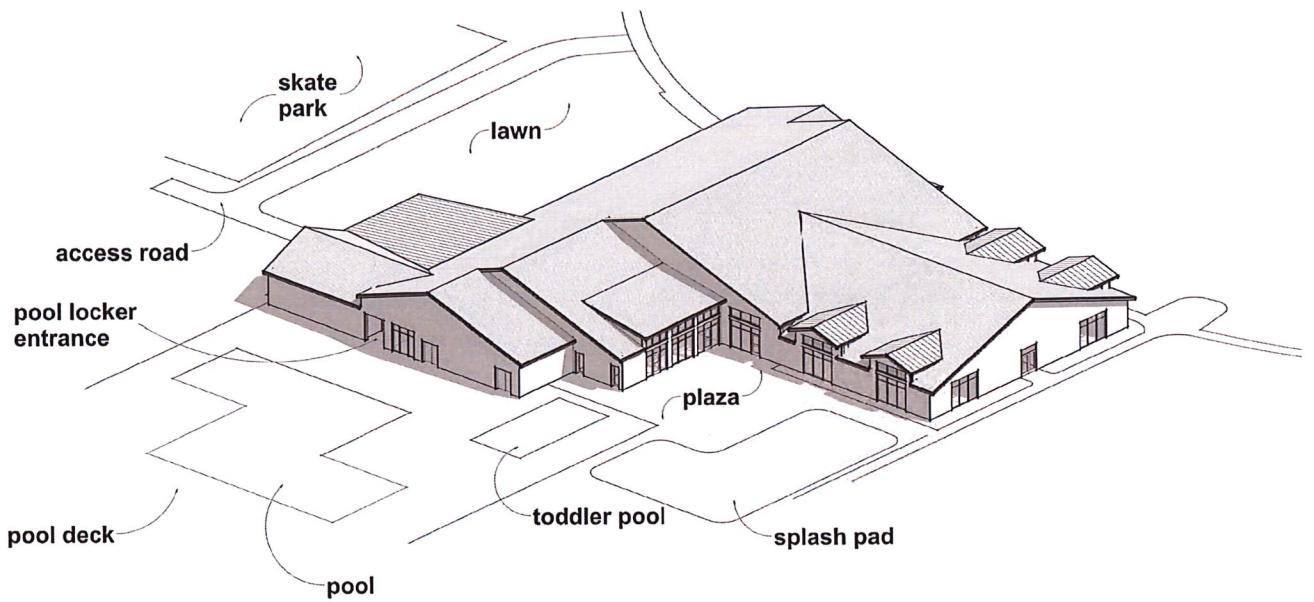
COMMUNITY CENTER FEASIBILITY STUDY

CONCEPTUAL MASSING VIEW

SCALE: 1/8" = 1'-0"

DATE: 10/03/22





VIEW FROM NORTHWEST - PHASE 1

TOWN OF MILFORD

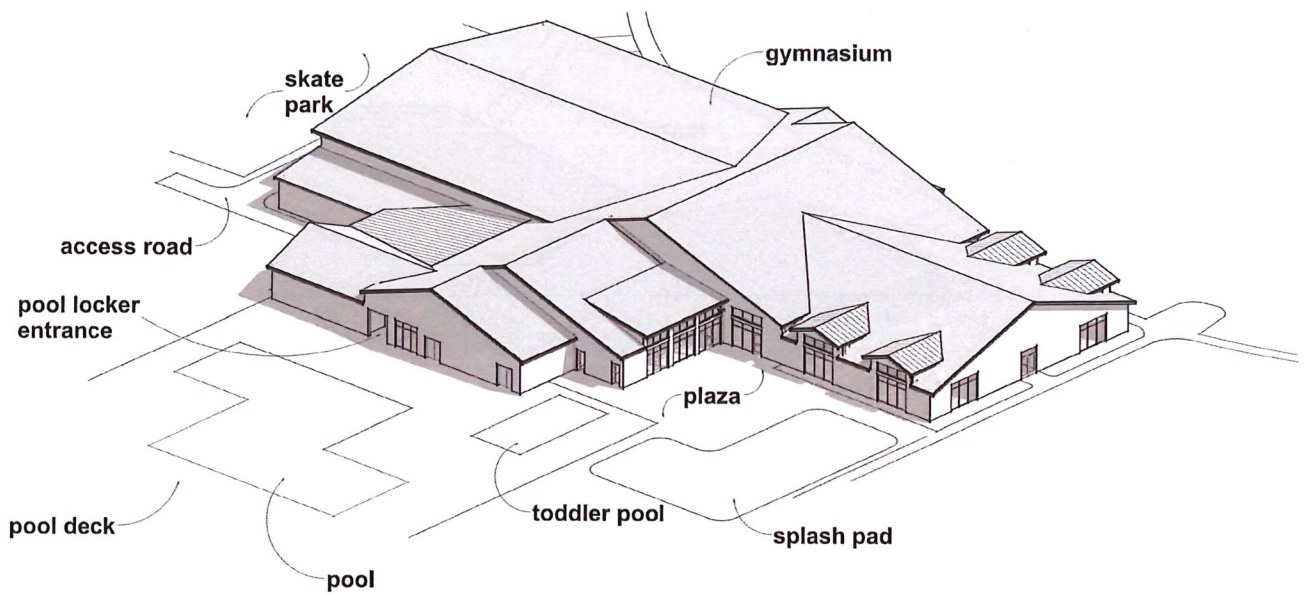
COMMUNITY CENTER FEASIBILITY STUDY

CONCEPTUAL MASSING VIEW

SCALE: 1/8" = 1'-0"

DATE: 10/03/22





VIEW FROM NORTHWEST - PHASE 2

TOWN OF MILFORD

COMMUNITY CENTER FEASIBILITY STUDY

SCALE: 1/8" = 1'-0"

CONCEPTUAL MASSING VIEW

DATE: 10/03/22



LEGEND

- TURF
- POOL/SPLASHPAD
- PROPOSED BUILDING
- VEHICULAR PAVING
- FLOOD COMPENSATORY STORAGE
- TENNIS/BASKETBALL COURT
- RIVER
- PAVED WALKING PATH
- PLAYGROUND
- STORMWATER TREATMENT AREA
- INFIELD MIX
- SHADE TREE
- SMALL FLOWERING TREE



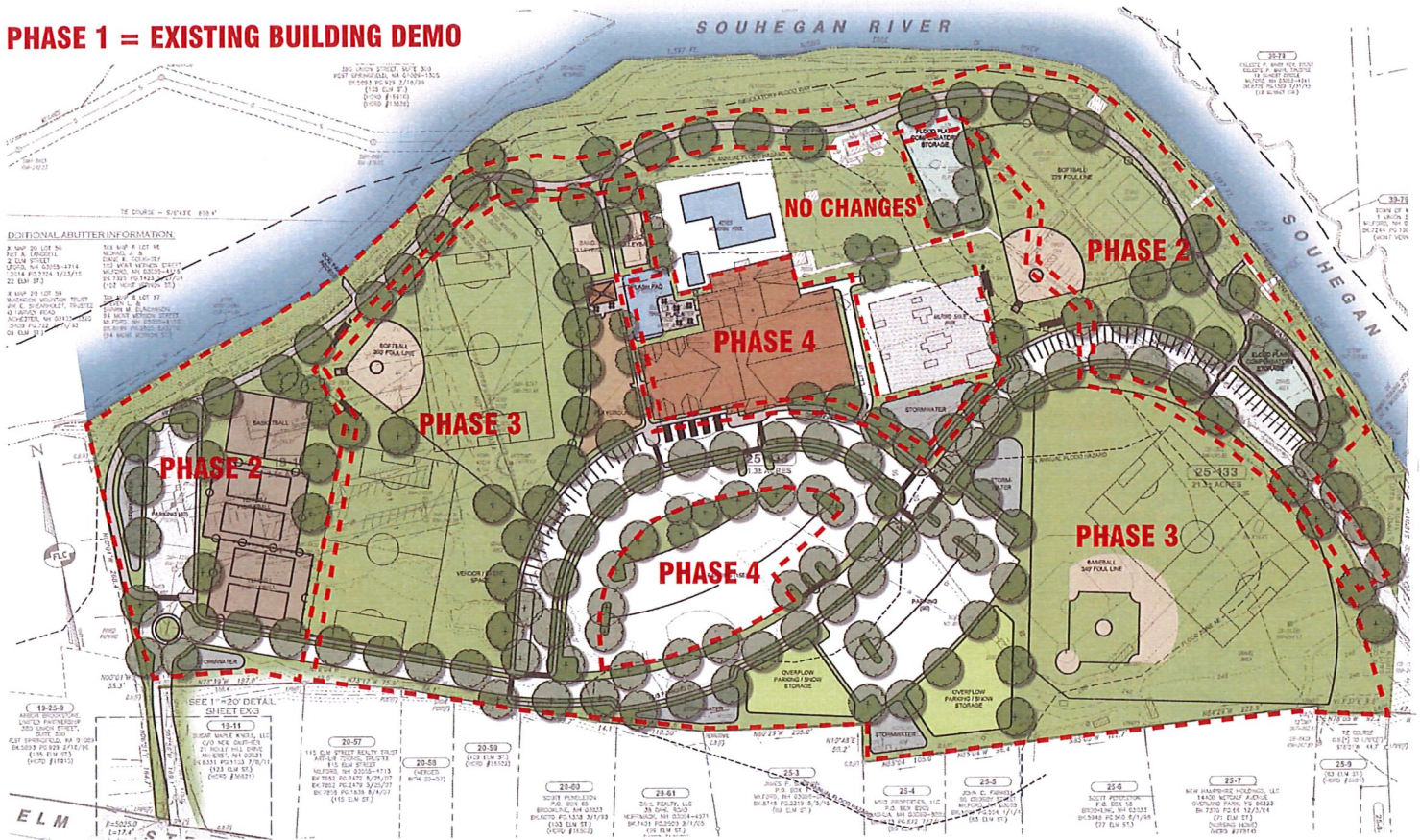
Schematic Design
Town of Monroe NH - Community Center Feasibility Study



Schematic Design
 Town of Milford, NH - Community Center Feasibility Study



PHASE 1 = EXISTING BUILDING DEMO



PHASING OPTION

Community Center Feasibility Study
Milford, NH

PLANNING LEVEL ESTIMATE OF ANTICIPATED SITE/LANDSCAPE CONSTRUCTION COSTS
Friday, September 30, 2022



SUMMARY

PHASE 1	\$70,469
PHASE 2	\$1,267,120
PHASE 3	\$2,757,439
PHASE 4	\$901,792
SUB TOTAL	\$4,996,819
10% CONTINGENCY	\$499,682
TOTAL	\$5,496,500

DETAILED ESTIMATE

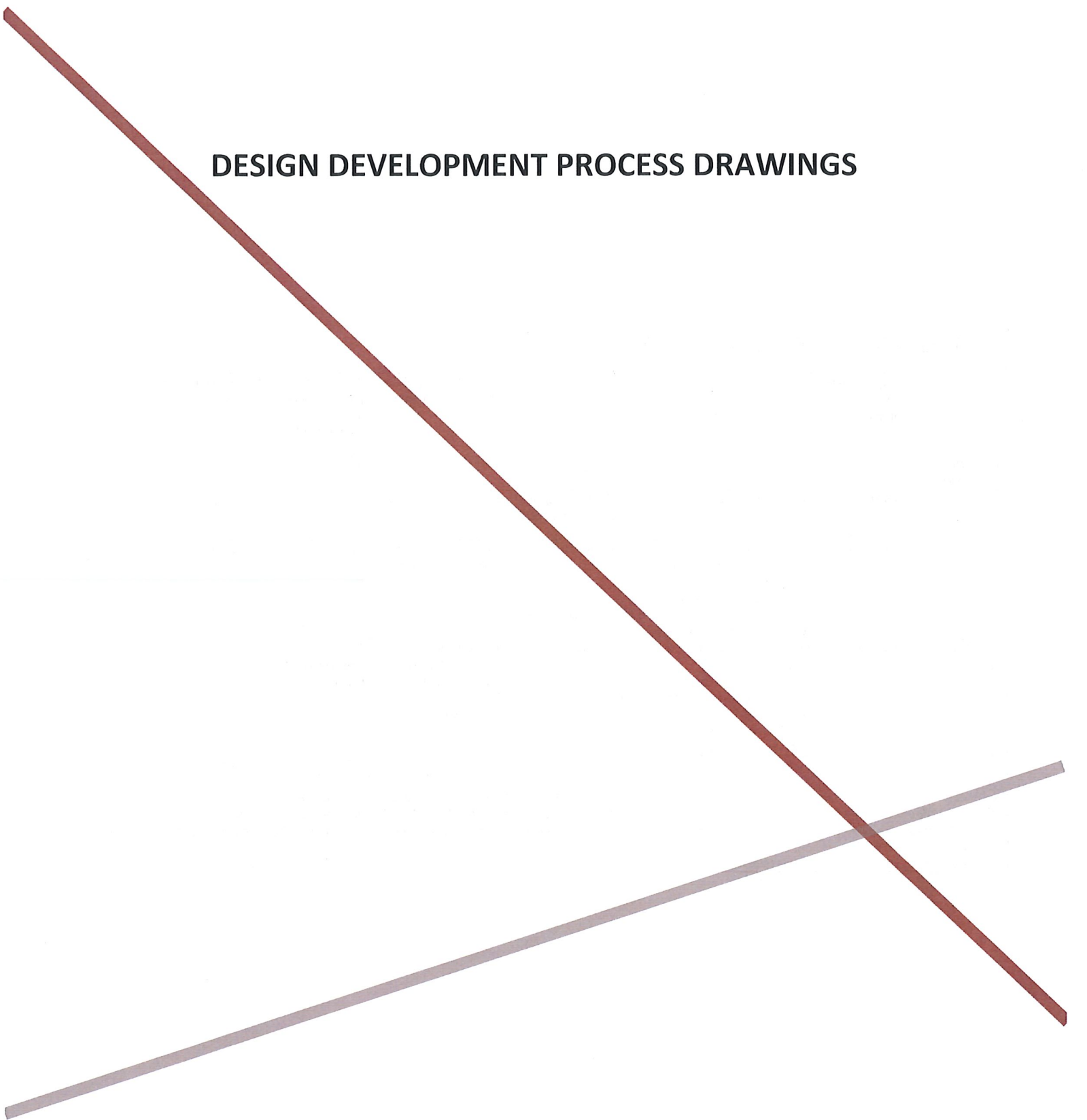
ELEMENT	QUANTITY	UNIT	UNIT COST	TOTAL	REMARKS
PHASE 1 IMPROVEMENTS					
A. SITE PREPARATION / DEMOLITION	1	ls @	8,000.00 /ls=	\$8,000	EROSION CONTROL AND LIMITED PVMT REMOVAL
B. TURF					
1. 4" LOAM (STD SANDY LOAM)	550	cy @	\$52.00 /cy=	\$28,600	COMPLETE IN PLACE
2. FINE GRADE / PREPARE SEED BED	45158	sf @	0.35 /sf=	\$15,805	COMPLETE IN PLACE
3. LAWN ESTABLISHMENT - SEED, HYDROMULCH, TACKIFIERS	45158	sf @	0.40 /sf=	\$18,063	COMPLETE IN PLACE
TOTAL PHASE 1 IMPROVEMENTS				\$70,469	
PHASE 2 IMPROVEMENTS					
A. SITE PREPARATION/ DEMOLITION ALLOWANCE	1	ls @	5,000.00 /ls=	\$5,000	
B. EARTHWORK ALLOWANCE	1	ls @	20,000.00 /ls=	\$20,000	MISCELLANEOUS
C. VEHICULAR PAVEMENT	38430	sf @	8.00 /sf=	\$307,440	COMPLETE IN PLACE
D. VEHICULAR CURBING	1,000	lf @	\$32.00 /lf=	\$32,000	GRANITE, VERTICAL AND SLOPED
E. CLOSED AND OPEN DRAINAGE SYSTEM	1	ls @	78,000.00 /ls=	\$78,000	INCL. GI, INFILTRATION / RAIN GARDENS
F. PEDESTRIAN PAVEMENT	26320	sf @	6.75 /sf=	\$177,660	COMPLETE IN PLACE
G. AREA LIGHTING					
1. POLE AND LUMINAIRE	14	ea @	\$9,000 /ea=	\$126,000	INCL. CONCRETE BASE
2. CONDUIT, WIRING, AND CONTOL	1	ls @	\$85,000 /ls=	\$7,500	INCL. TRENCH, BACKFILL, CONDUCTORS, CONNECTION, ETC
H. ATHLETIC COURTS	11560	sf @	10.75 /sf=	\$124,270	INCL. SURFACING, GOALS, NETS, ETC
I. BLACK VINYL CLF	750	lf @	\$54.00 /lf=	\$40,500	COMPLETE IN PLACE

J. TREES						
1. DECIDUOUS SHADE TREE	60	ea @	1,100.00 /ea=	\$66,000		COMPLETE IN PLACE
K. SHRUB PLANTING						
1. SHRUB, PERENNIAL, CROUNDCOVER ALLOWANCE	1	ls @	20,000.00 /ls=	\$20,000		COMPLETE IN PLACE
L. TURF						
1. 4" LOAM (STD SANDY LOAM)	1,650	cy @	\$30.00 /cy=	\$49,500		INCL. USE OF AMENDED ON-SITE LOAM
2. FINE GRADE / PREPARE SEED BED	135000	sf @	0.45 /sf=	\$60,750		COMPLETE IN PLACE
3. LAWN OR ATHLETIC FIELD SEED ESTABLISHMENT - SEED, HYDROMULCH, TACKIFIERS	32500	sf @	0.75 /sf=	\$24,375		COMPLETE IN PLACE
4. FLOOD PLAIN/RIPARIAN SEED ESTABLISHMENT - SPECIALTY SEED, HYDROMULCH, TACK	102500	sf @	1.25 /sf=	\$128,125		COMPLETE IN PLACE
TOTAL PHASE 2 IMPROVEMENTS				\$1,267,120		
PHASE 3 IMPROVEMENTS						
A. SITE PREPARATION/DEMOLITION ALLOWANCE	1	ls @	15,000.00 /ls=	\$15,000		EROSION CONTROL AND MISC. REMOVALS
B. EARTHWORK ALLOWANCE	1	ls @	45,000.00 /ls=	\$45,000		MISCELLANEOUS
C. VEHICULAR PAVEMENT	28850	sf @	8.00 /sf=	\$230,800		COMPLETE IN PLACE
D. VEHICULAR CURBING	4,000	lf @	\$32.00 /lf=	\$128,000		COMPLETE IN PLACE
E. CLOSED AND OPEN DRAINAGE SYSTEM	1	ls @	110,000.00 /ls=	\$110,000		COMPLETE IN PLACE
F. PEDESTRIAN PAVEMENT	37360	sf @	6.75 /sf=	\$252,180		COMPLETE IN PLACE
G. AREA LIGHTING						
1. POLE, LUMINAIRE, AND FOOTING	30	ea @	\$9,000 /ea=	\$270,000		COMPLETE IN PLACE
2. CONDUIT, WIRING, AND CONTROL	1	ls @	\$40,000 /ls=	\$40,000		COMPLETE IN PLACE
H. PLAYGROUND	8925	sf @	22.00 /sf=	\$196,350		COMPLETE IN PLACE
I. PAVILLION WITH SEATING AREA	1	ls @	\$32,000 /ls=	\$32,000		COMPLETE IN PLACE
J. SKINNED INFIELD	490	cy @	\$53.00 /cy=	\$25,970		COMPLETE IN PLACE
K. DUGOUT ALLOWANCE	1	ls @	\$50,000 /ls=	\$50,000		COMPLETE IN PLACE
L. BACKSTOP, 24'	1	ls @	\$58,000 /ls=	\$58,000		COMPLETE IN PLACE
M. BLACK VINYL CLF, HEIGHT VARIES	3,115	lf @	\$48.00 /lf=	\$149,520		INCL FOUL POLES
N. SAND VOLLEYBALL WITH EDGE	2050	sf @	6.25 /sf=	\$12,813		COMPLETE IN PLACE
O. TREES						
1. DECIDUOUS SHADE TREE	80	ea @	1,100.00 /ea=	\$88,000		COMPLETE IN PLACE
P. SHRUB PLANTING						
1. SHRUB, PERENNIAL, CROUNDCOVER ALLOWANCE	1	ls @	30,000.00 /ls=	\$30,000		COMPLETE IN PLACE
Q. TURF						
1. 4" LOAM (STD SANDY LOAM)	5,975	cy @	\$30.00 /cy=	\$179,250		INCL. USE OF AMENDED ON-SITE LOAM
3. REINFORCED TURF OVERFLOW PARKING (BASE MATERIALS)	22570	sf @	0.80 /sf=	\$18,056		COMPLETE IN PLACE
2. FINE GRADE / PREPARE SEED BED	488750	sf @	0.45 /sf=	\$219,938		COMPLETE IN PLACE
3. LAWN OR ATHLETIC FIELD SEED ESTABLISHMENT - SEED, HYDROMULCH, TACKIFIERS	488750	sf @	0.75 /sf=	\$366,563		COMPLETE IN PLACE
4. FIELD IRRIGATION	240000	sf @	1.00 /sf=	\$240,000		COMPLETE IN PLACE
TOTAL PHASE 3 IMPROVEMENTS				\$2,757,439		

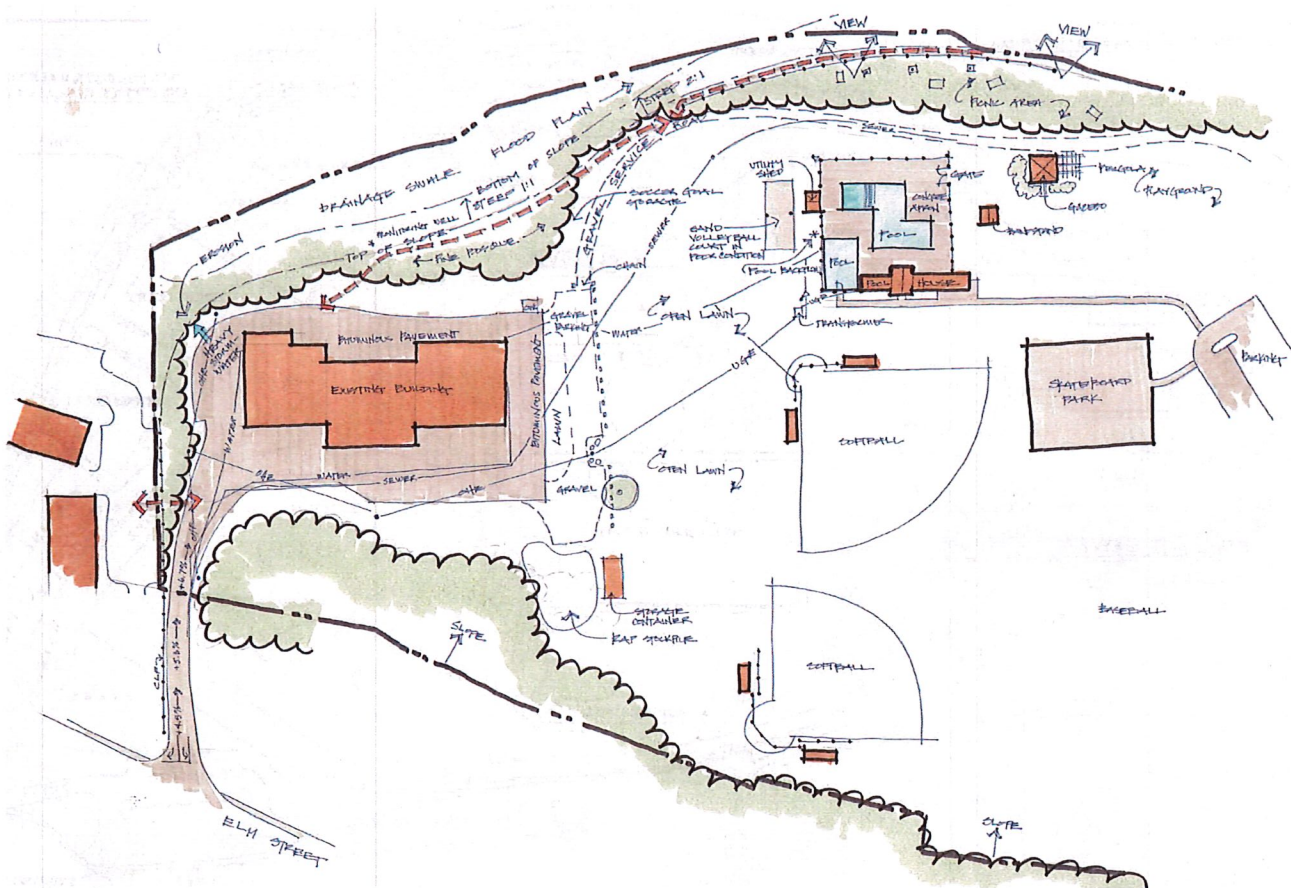
PHASE 4 IMPROVEMENTS

A. SITE PREPARATION/ DEMOLITION ALLOWANCE	1	ls @	4,000.00 /ls=	\$4,000	EROSION CONTROL AND MISC. REMOVALS
B. EARTHWORK ALLOWANCE	1	ls @	30,000.00 /ls=	\$30,000	MISCELLANEOUS
C. VEHICULAR PAVEMENT	33630	sf @	7.25 /sf=	\$243,818	COMPLETE IN PLACE
D. VEHICULAR CURBING	0	lf @	\$32.00 /lf=	\$0	COMPLETE IN PLACE
E. CLOSED AND OPEN DRAINAGE SYSTEM	1	ls @	85,000.00 /ls=	\$85,000	COMPLETE IN PLACE
F. AREA LIGHTING					
1. POLE, LUMINAIRE, AND FOOTING	10	ea @	\$9,000 /ea=	\$90,000	COMPLETE IN PLACE
2. CONDUIT, WIRING, AND CONTROL	1	ls @	\$35,000 /ls=	\$35,000	COMPLETE IN PLACE
G. SPLASHPAD (NON RECIRCULATING)	1	ls @	210,000.00 /ls=	\$210,000	COMPLETE IN PLACE
H. HARDSCAPE ALLOWANCE	1	ls @	\$20,000 /ls=	\$20,000	COMPLETE IN PLACE
I. SITE AMENITIES ALLOWANCE	1	ls @	\$80,000 /ls=	\$80,000	COMPLETE IN PLACE
J. TREES					
1. DECIDUOUS SHADE TREE	20	ea @	1,100.00 /ea=	\$22,000	COMPLETE IN PLACE
K. SHRUB PLANTING					
1. SHRUB, PERENNIAL, CROUNDCOVER ALLOWANCE	1	ls @	40,000.00 /ls=	\$40,000	COMPLETE IN PLACE
L. TURF					
1. 4" LOAM (STD SANDY LOAM)	280	cy @	\$52.00 /cy=	\$14,560	COMPLETE IN PLACE
2. FINE GRADE / PREPARE SEED BED	22845	sf @	0.45 /sf=	\$10,280	COMPLETE IN PLACE
3. LAWN OR ATHLETIC FIELD SEED ESTABLISHMENT - SEED, HYDROMULCH, TACKIFIERS	22845	sf @	0.75 /sf=	\$17,134	COMPLETE IN PLACE
TOTAL PHASE 4 IMPROVEMENTS				\$901,792	

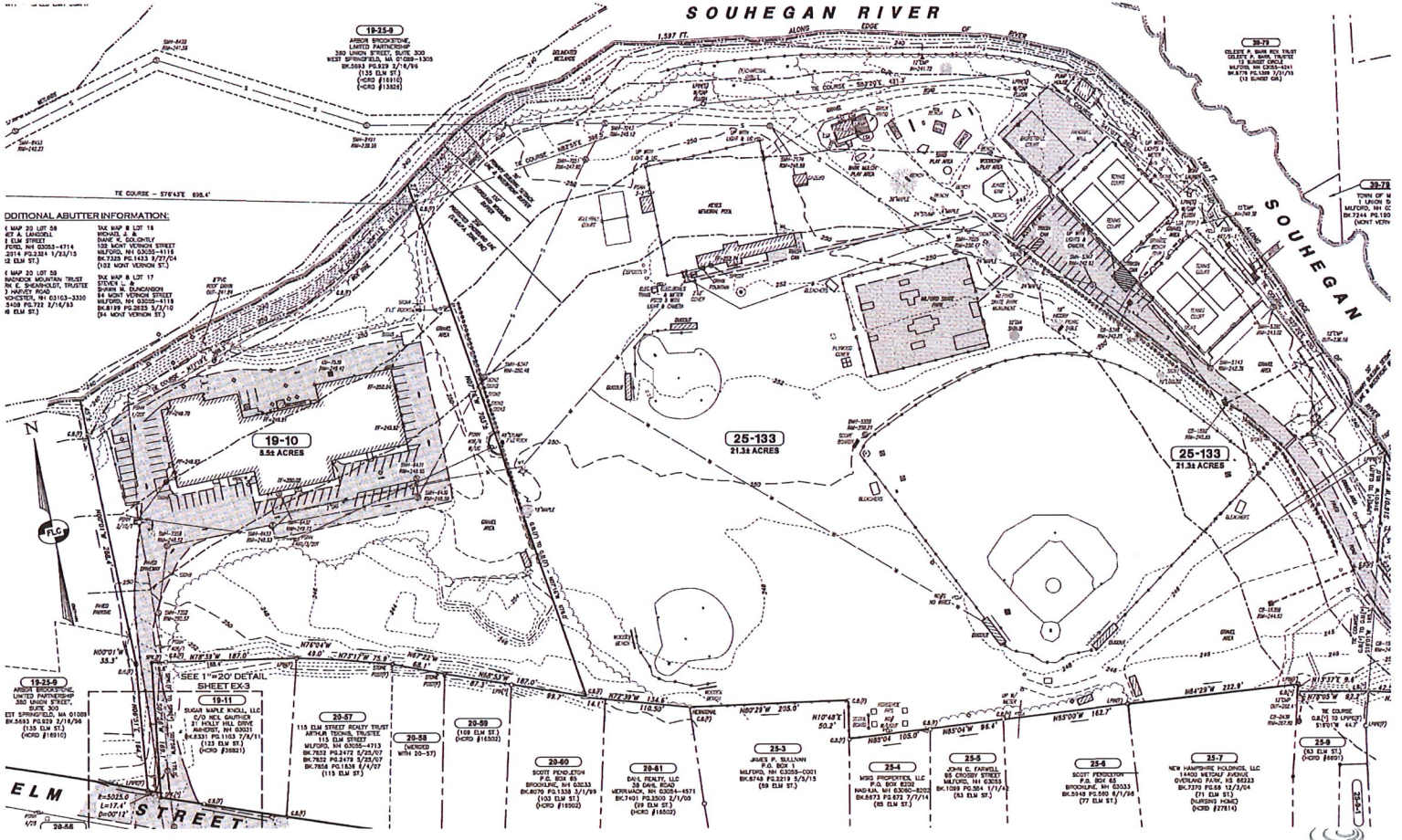
DESIGN DEVELOPMENT PROCESS DRAWINGS



MILFORD COMMUNITY CENTER PHASED SITE IMPROVEMENTS					
	Approximate area of park impacted	Site improvements	New athletic facilities at phase completion	Estimate of striped paved parking spots at phase completion [#]	Planning-level cost estimate*
EXISTING CONDITIONS				92	
PHASE 1	45,100 sf	At the east entrance around demolished building and adjacent parking, install expanded turf area near dog park and river path access	0	79	\$70,469
PHASE 2	211,00 sf	Create paved walking path along river, pedestrian connection between east and west Relocate all courts out of flood plain Improve east entrance driveway Add new parking for courts and dog park access area Add compensatory flood storage	2 tennis/4 PB courts 2 basketball courts	61	\$1,267,120
PHASE 3	556,000 sf	Create through road, vehicular connection between east and west Add new bus and car parking Reorient and reconstruct ball fields and overlay sports fields Install new playground and pavilion Add compensatory flood storage	1 LL ball field 2 adult ball fields 1 soccer/multi-function field 2 overlay fields	251 plus 3 bus parking spots	\$2,757,439
PHASE 4	65,800 sf	Add additional parking for new community center building	0	359	\$901,792
<p>No updates to pool or skateboard park are anticipated; plumbing connections between existing pool and new building occur in Phase 4. [#]Assumes 10-foot X 20-foot size for existing and new parking spaces. *Planning-level cost estimates do not include cost of demolition of buildings, design / engineering fees, nor cost of utility infrastructure. There may be some shared costs between Phase 1 site improvements estimated here and building demolition cost estimates. Abbreviations: LL, little league; PB, pickle ball</p>					



SOUHEGAN RIVER



ADDITIONAL ADJUTER INFORMATION:

1 MAP 20 LOT 24
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

2 MAP 20 LOT 25
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

3 MAP 20 LOT 26
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

4 MAP 20 LOT 27
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

5 MAP 20 LOT 28
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

6 MAP 20 LOT 29
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

7 MAP 20 LOT 30
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

8 MAP 20 LOT 31
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

9 MAP 20 LOT 32
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

10 MAP 20 LOT 33
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

11 MAP 20 LOT 34
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

12 MAP 20 LOT 35
 1 ELM STREET
 2014 POLS 2/12/15
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13 MAP 20 LOT 36
 1 ELM STREET
 2014 POLS 2/12/15
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14 MAP 20 LOT 37
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15 MAP 20 LOT 38
 1 ELM STREET
 2014 POLS 2/12/15
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16 MAP 20 LOT 39
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

17 MAP 20 LOT 40
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

18 MAP 20 LOT 41
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 2014 POLS 2/12/15
 25 ELM ST

19 MAP 20 LOT 42
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

20 MAP 20 LOT 43
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21 MAP 20 LOT 44
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 2014 POLS 2/12/15
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22 MAP 20 LOT 45
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23 MAP 20 LOT 46
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24 MAP 20 LOT 47
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25 MAP 20 LOT 48
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26 MAP 20 LOT 49
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 2014 POLS 2/12/15
 25 ELM ST

27 MAP 20 LOT 50
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

28 MAP 20 LOT 51
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29 MAP 20 LOT 52
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 2014 POLS 2/12/15
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30 MAP 20 LOT 53
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31 MAP 20 LOT 54
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32 MAP 20 LOT 55
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33 MAP 20 LOT 56
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34 MAP 20 LOT 57
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35 MAP 20 LOT 58
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36 MAP 20 LOT 59
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 25 ELM ST

37 MAP 20 LOT 60
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

38 MAP 20 LOT 61
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39 MAP 20 LOT 62
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40 MAP 20 LOT 63
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41 MAP 20 LOT 64
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 2014 POLS 2/12/15
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42 MAP 20 LOT 65
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43 MAP 20 LOT 66
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 2014 POLS 2/12/15
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44 MAP 20 LOT 67
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 2014 POLS 2/12/15
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45 MAP 20 LOT 68
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 2014 POLS 2/12/15
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46 MAP 20 LOT 69
 1 ELM STREET
 2014 POLS 2/12/15
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47 MAP 20 LOT 70
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 2014 POLS 2/12/15
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48 MAP 20 LOT 71
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49 MAP 20 LOT 72
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 2014 POLS 2/12/15
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50 MAP 20 LOT 73
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 2014 POLS 2/12/15
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51 MAP 20 LOT 74
 1 ELM STREET
 2014 POLS 2/12/15
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52 MAP 20 LOT 75
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

53 MAP 20 LOT 76
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

54 MAP 20 LOT 77
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

55 MAP 20 LOT 78
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

56 MAP 20 LOT 79
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

57 MAP 20 LOT 80
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 2014 POLS 2/12/15
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58 MAP 20 LOT 81
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59 MAP 20 LOT 82
 1 ELM STREET
 2014 POLS 2/12/15
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60 MAP 20 LOT 83
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 2014 POLS 2/12/15
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61 MAP 20 LOT 84
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62 MAP 20 LOT 85
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63 MAP 20 LOT 86
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 2014 POLS 2/12/15
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64 MAP 20 LOT 87
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 2014 POLS 2/12/15
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65 MAP 20 LOT 88
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

66 MAP 20 LOT 89
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

67 MAP 20 LOT 90
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

68 MAP 20 LOT 91
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

69 MAP 20 LOT 92
 1 ELM STREET
 2014 POLS 2/12/15
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70 MAP 20 LOT 93
 1 ELM STREET
 2014 POLS 2/12/15
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71 MAP 20 LOT 94
 1 ELM STREET
 2014 POLS 2/12/15
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72 MAP 20 LOT 95
 1 ELM STREET
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73 MAP 20 LOT 96
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

74 MAP 20 LOT 97
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

75 MAP 20 LOT 98
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

76 MAP 20 LOT 99
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

77 MAP 20 LOT 100
 1 ELM STREET
 2014 POLS 2/12/15
 25 ELM ST

Existing Conditions Analysis
 Town of Milford, NH - Community Center Feasibility Study

11/02/20

SOUHEGAN RIVER

19-10
AVION BROOKING
300 UNION STREET, SUITE 200
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

ADDITIONAL APPLICANT INFORMATION

1 MAP 20 LOT 01
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

2 MAP 20 LOT 02
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

3 MAP 20 LOT 03
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

4 MAP 20 LOT 04
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

5 MAP 20 LOT 05
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

6 MAP 20 LOT 06
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

7 MAP 20 LOT 07
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

8 MAP 20 LOT 08
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

9 MAP 20 LOT 09
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

10 MAP 20 LOT 10
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

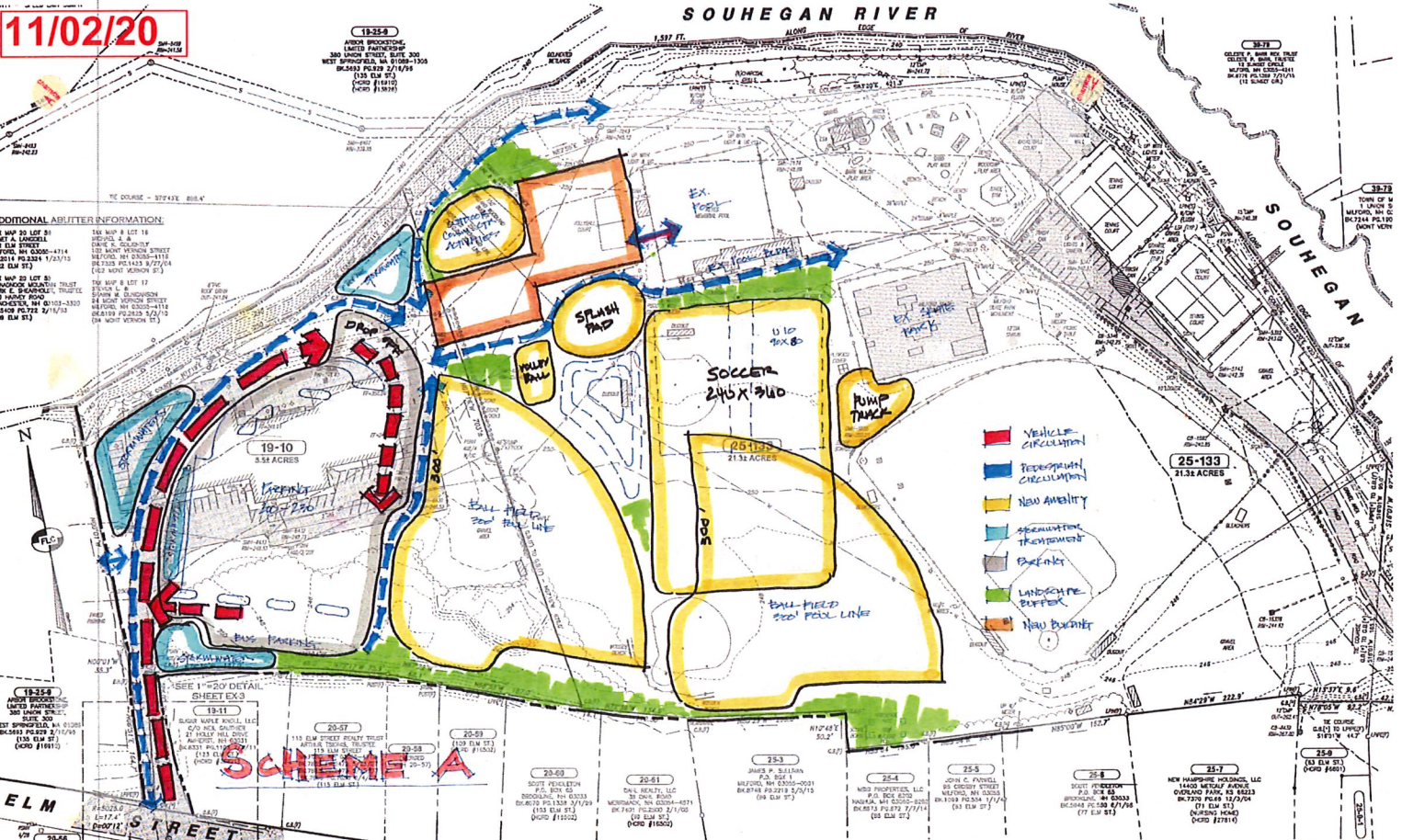
11 MAP 20 LOT 11
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

12 MAP 20 LOT 12
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

13 MAP 20 LOT 13
100 W. MAIN ST
WEST SPRINGFIELD, NH 03091-1005
(153 ELM ST)
(603) 818102
(603) 813098

SCHEME A

- VEHICLE CIRCULATION
- PEDESTRIAN CIRCULATION
- NEW AMENITY
- SPRINKLER TREATMENT
- EXISTING
- LANDSCAPE BUFFER
- NEW BURNER



Existing Conditions Analysis
Town of Milford, NH - Community Center Feasibility Study

Ironwood
Landscape Architecture + Planning

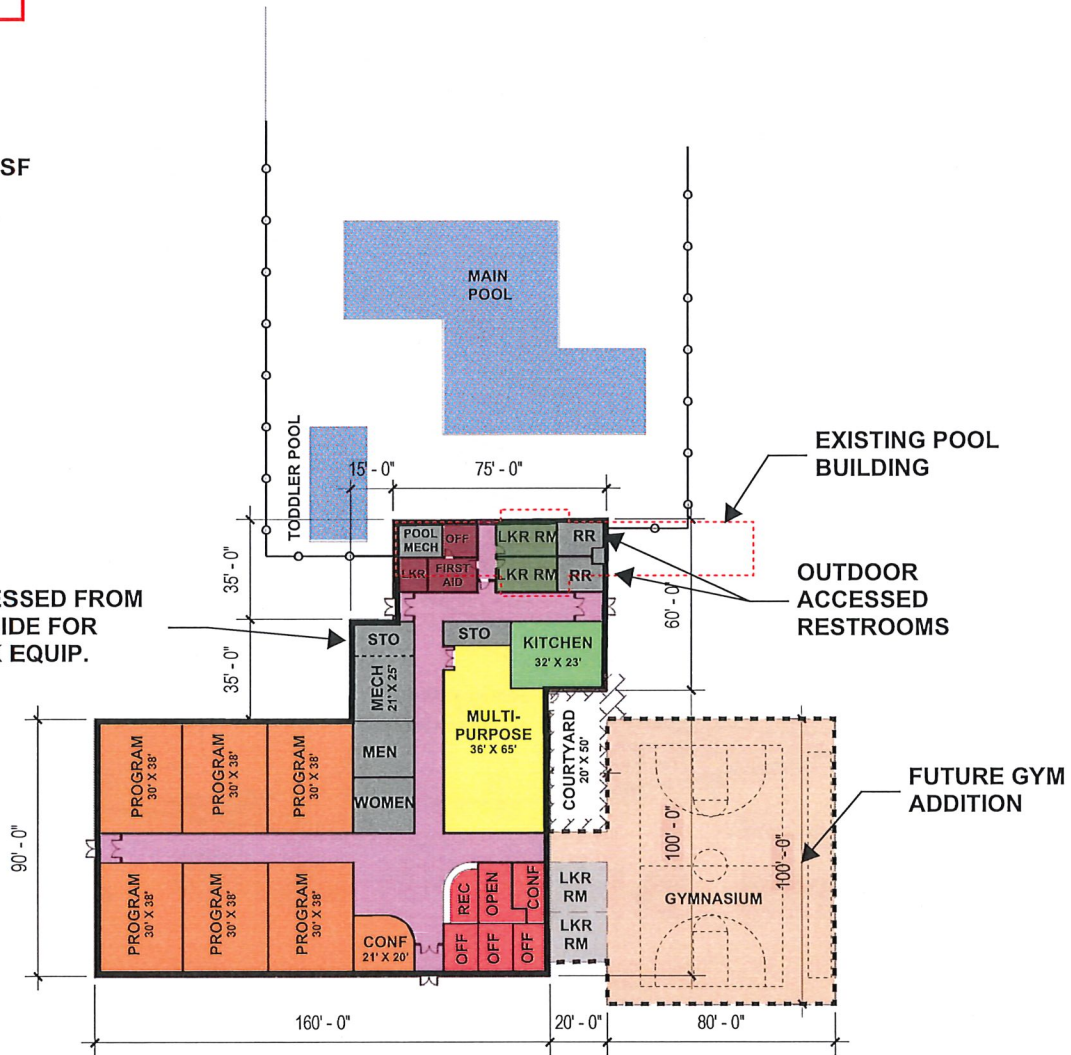
11/30/20

**FOOTPRINT STUDY -
OPTION 1**

**PHASE 1: 19,975 SF
GYM ADDITION: 8,910 SF**

- POOL LOCKER ROOMS
- POOL STAFF
- BUILDING SUPPORT SPACES
- CIRCULATION
- KITCHEN
- MULTI-PURPOSE
- ADMINISTRATION
- PROGRAM

ACCESSED FROM
OUTSIDE FOR
PARK EQUIP.



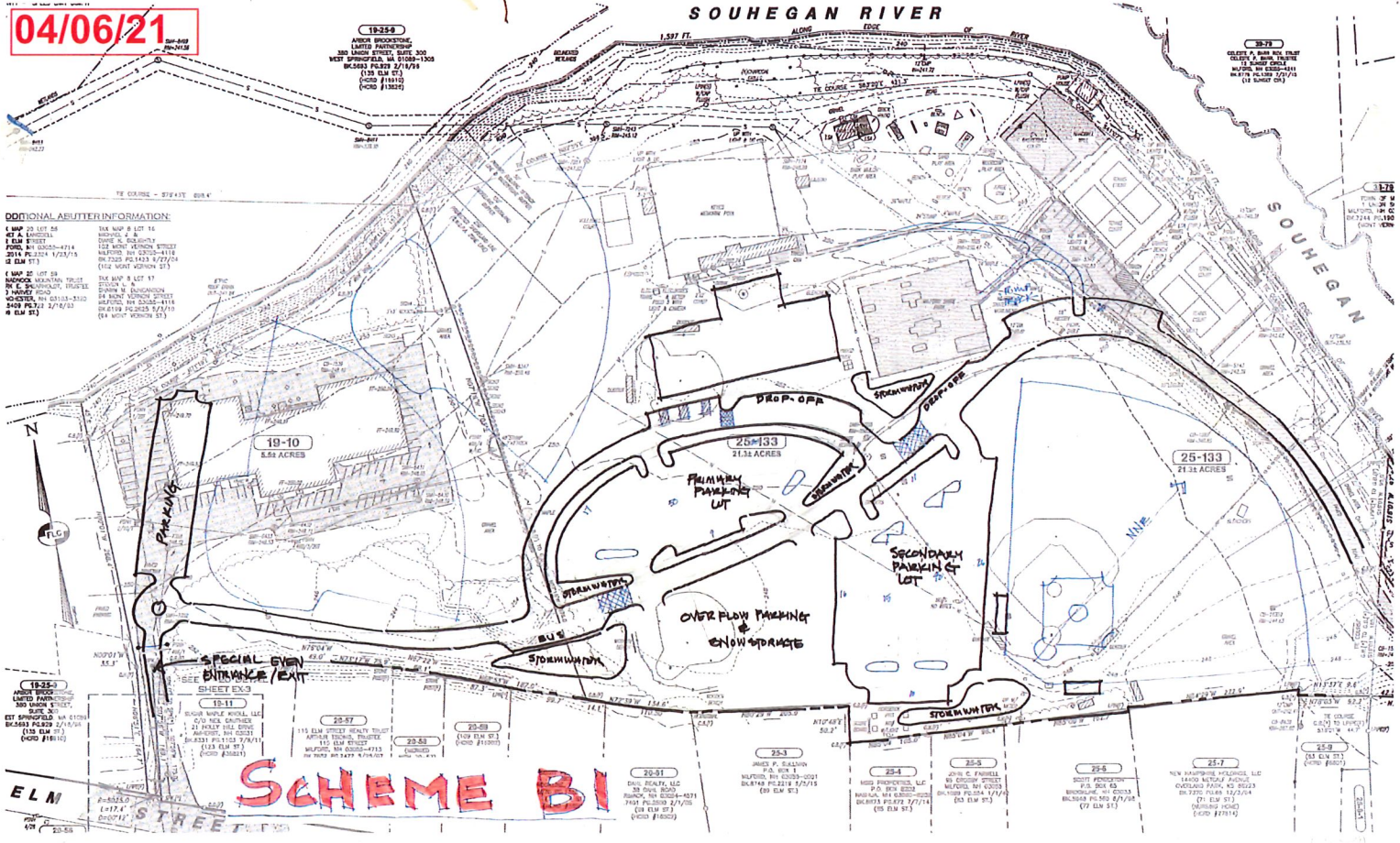
04/06/21

SOUHEGAN RIVER

19-25-9
ANNEK BROOKINGS
LIMITED PARTNERSHIP
300 UNION STREET, SUITE 300
MILFORD, NH 03055-1305
(133 ELM ST)
(PH: 603-882-1110)
(FAX: 603-882-1110)

19-25-10
GILBERT A. WOOD, JR. TRUST
C/O WOOD & WOOD, INC.
1000 W. WASHINGTON STREET
MILFORD, NH 03055-1111
(133 ELM ST)
(PH: 603-882-1110)
(FAX: 603-882-1110)

OPTIONAL ADJUTER INFORMATION:
1. MAP 20 LOT 24
2. MAP 20 LOT 25
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77. MAP 20 LOT 100



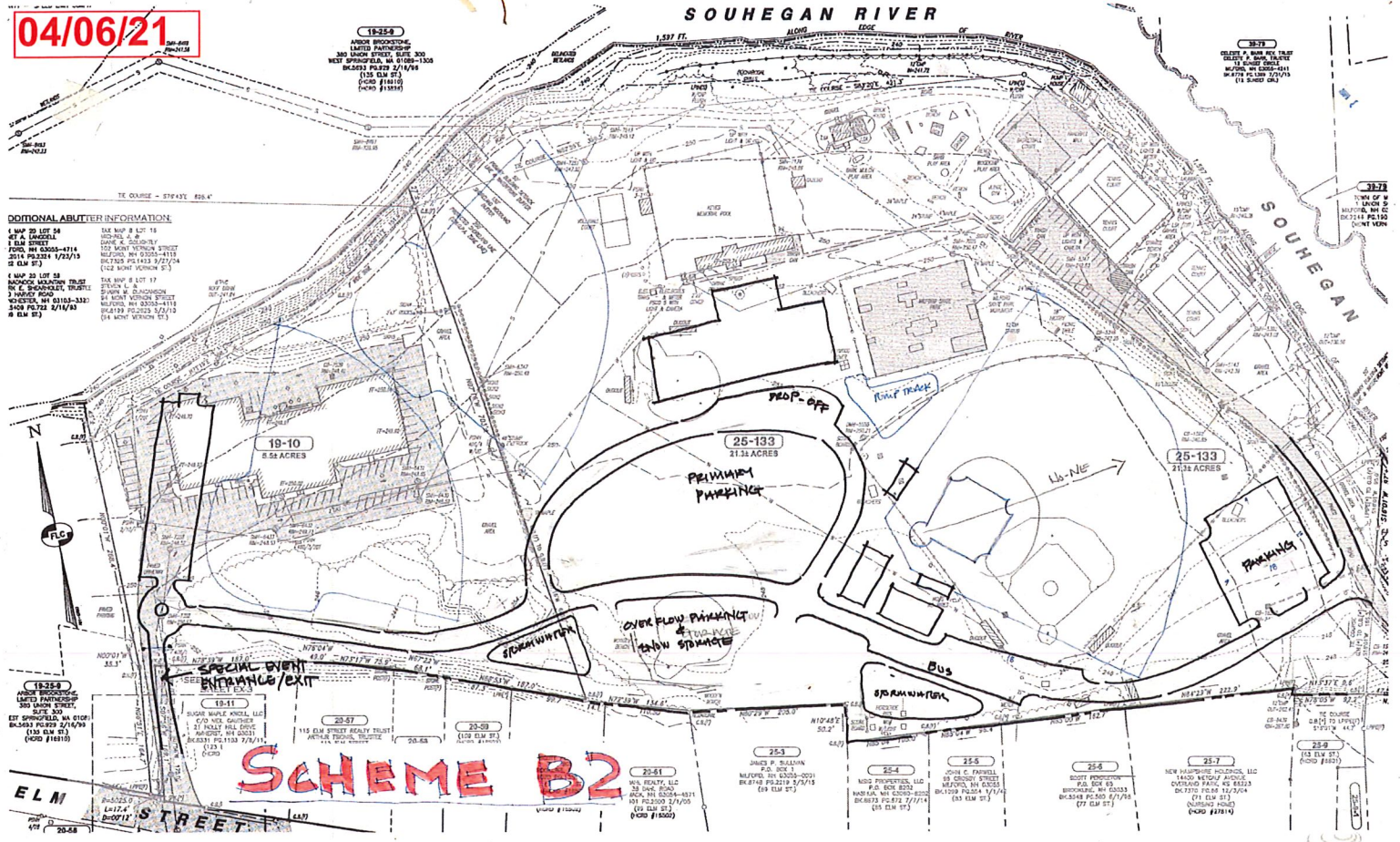
SCHEME B1

Existing Conditions Analysis
Town of Milford, NH - Community Center Feasibility Study

Ironwood
Landscape Architecture • Planning

04/06/21

SOUHEGAN RIVER



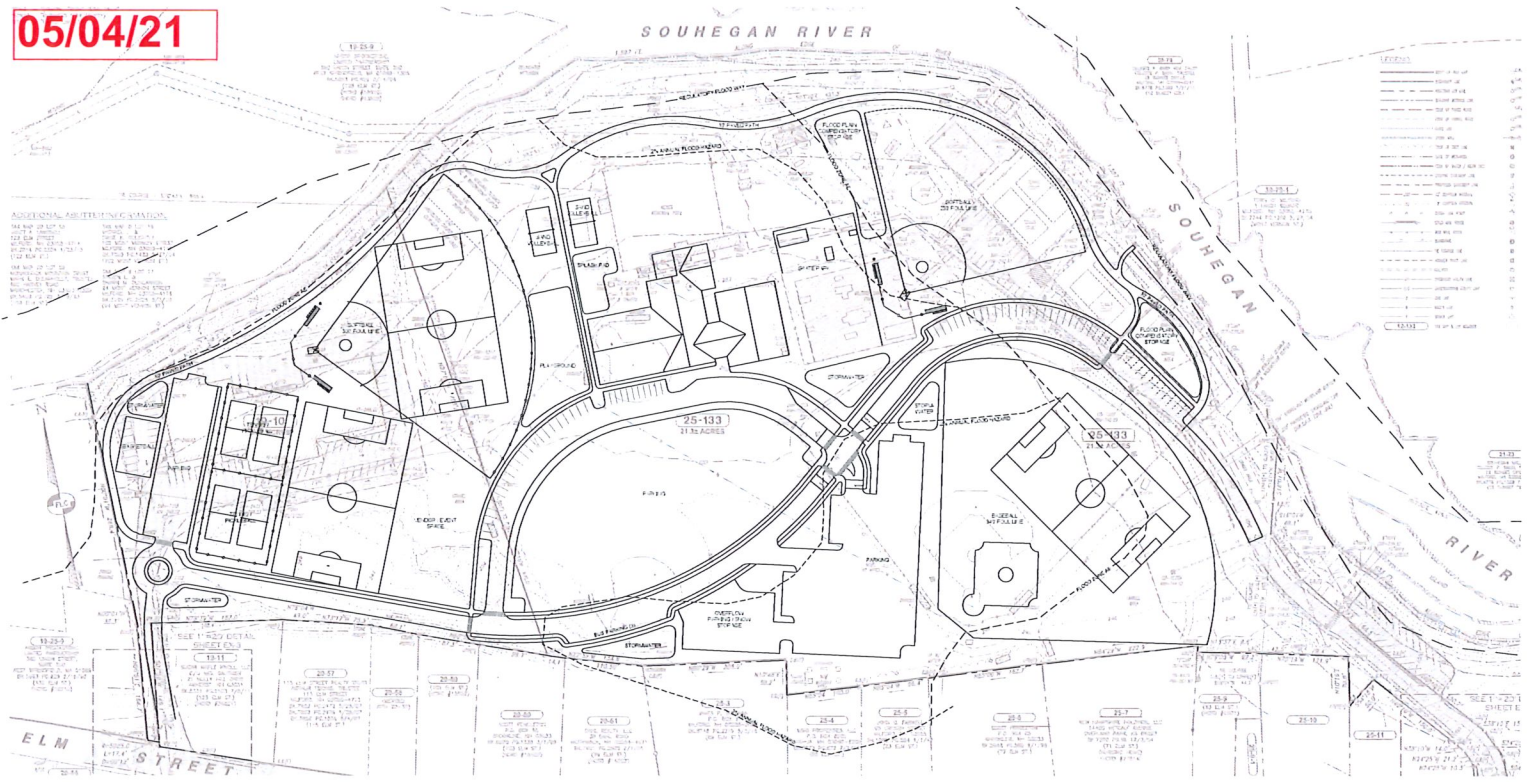
ADDITIONAL ADJUTER INFORMATION:

1. MAP 20 LOT 24
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 47. MAP 20 LOT 70
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 75. MAP 20 LOT 98
 76. MAP 20 LOT 99
 77. MAP 20 LOT 100

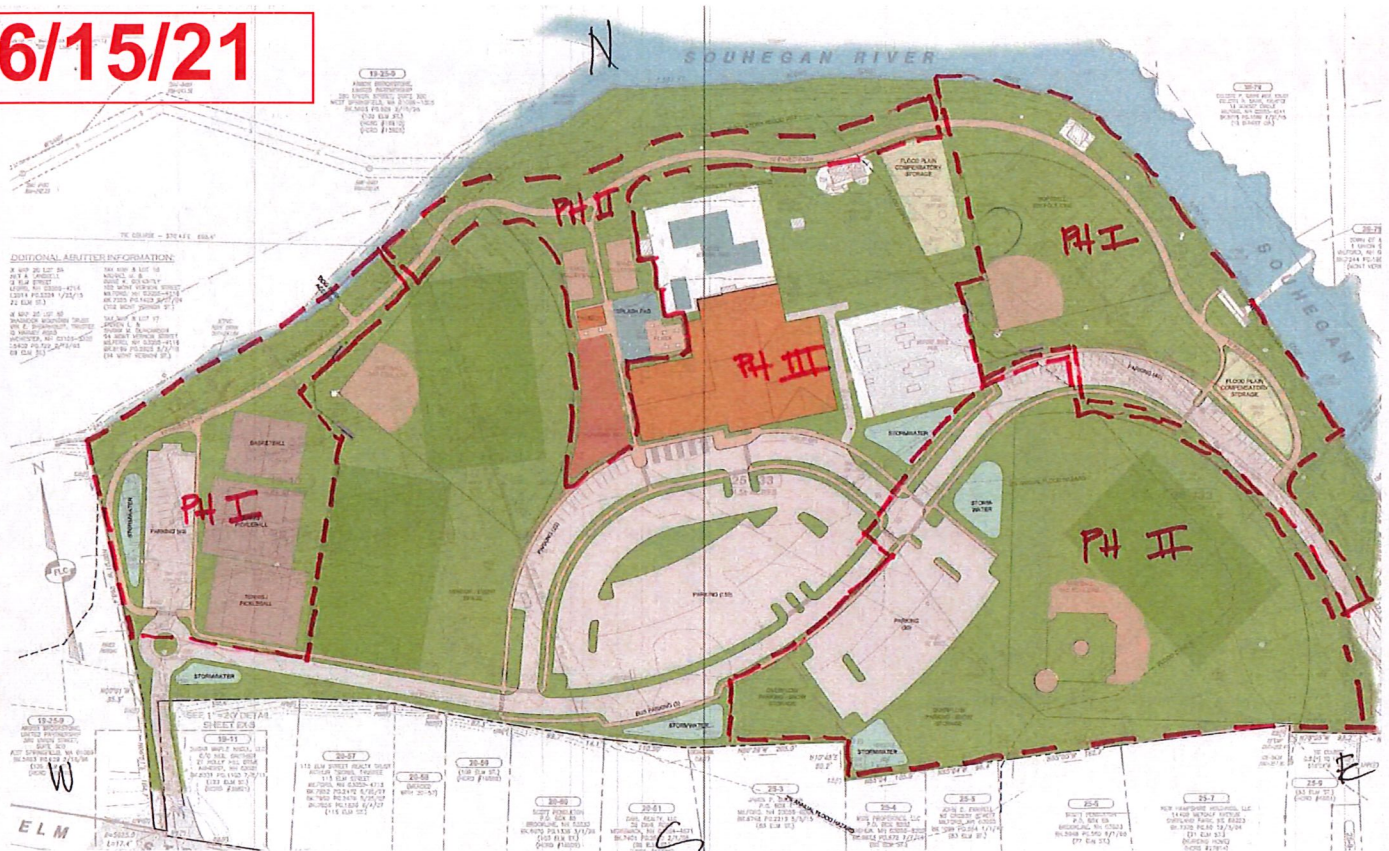
Existing Conditions Analysis
 Town of Milford, NH - Community Center Feasibility Study

Ironwood
 Landscape Architecture + Planning

05/04/21

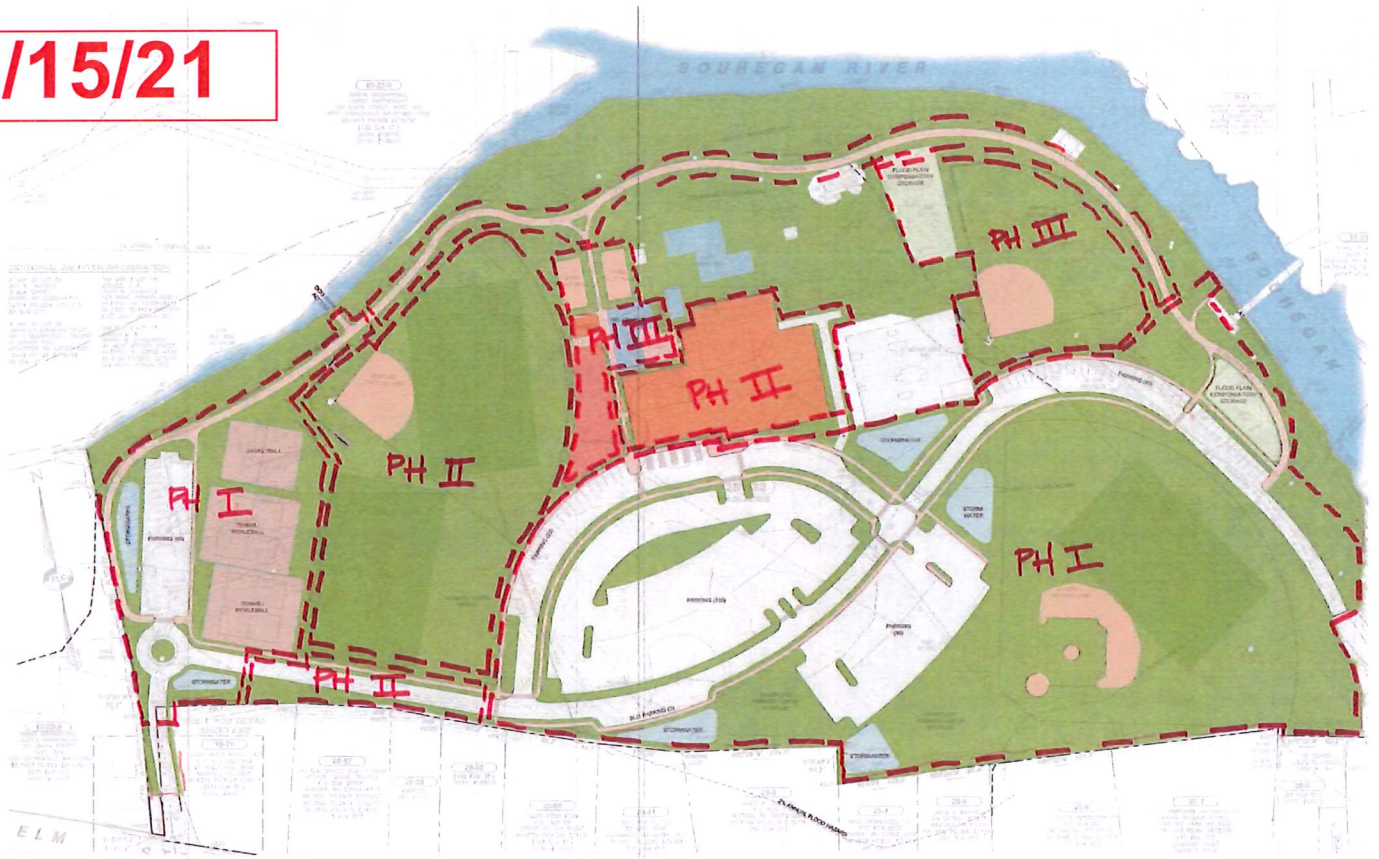


06/15/21



Schematic Design **PHASING OPTION A**
Town of Milford, NH - Community Center Feasibility Study

06/15/21



Schematic Design **PHASING OPTION B**
Town of Milford, NH - Community Center Feasibility Study

4. a) 1) Approval of Warrant for Unlicensed Dogs - Issuance of Civil Forfeitures

WARRANT FOR UNLICENSED DOGS

Milford Town Clerk

Town of Milford
Town Clerk's Office
Milford, NH 03055

603-249-0650

Office Hours: M-T 7:30 AM - 5:30 PM
TUESDAY EVENING
UNTIL 6:30 PM
CLOSED ON FRIDAYS

TO: Milford BOARD of Selectmen
FROM: Town Clerk
WARRANT DATE: 6/26/23
SUBJECT: Dog Civil Forfeiture List ~~931~~ 823

Pursuant to New Hampshire RSA 466:14 entitled "Warrants; Proceedings" you are hereby directed to proceed with the issuance of a civil forfeiture for each unlicensed dog included in this warrant. Any unlicensed dogs may be seized by local law enforcement for holding in a Milford, NH holding facility for a period of 7 days, after which time full title to the dog shall pass to the facility, unless the owner of the dog has, before the expiration of the period, caused the dog to be licensed.

Pursuant to New Hampshire RSA 466:16 entitled "Returns," this warrant must be returned on or before August 31 and state the number of owners who received and paid the civil forfeiture, the number of dogs in Milford that have been seized and held under the provisions of RSA 466:14, and the number of owners who have received summons to a district or municipal court for failure to pay the civil forfeiture pursuant to RSA 466:13 or to license the dog pursuant to RSA 466:1.

Milford, NH Selectboard:

_____	_____	_____
Selectboard Member	Print Name of Signor	Date
_____	_____	_____
Selectboard Member	Print Name of Signor	Date
_____	_____	_____
Selectboard Member	Print Name of Signor	Date
_____	_____	_____
Selectboard Member	Print Name of Signor	Date
_____	_____	_____
Selectboard Member	Print Name of Signor	Date



4. a) 2) Approval for ARCNH to use the Milford Oval July 25th and July 27th from 11 am until 1 pm.

Addiction Recovery Coalition of New Hampshire
180 Elm St. Suite E Milford, NH 03055
603-554-8142
www.arcnh.org

July 5, 2023

Dear Tina,

In an effort to raise awareness during Overdose Awareness month in August, I would like to request permission to set up a table on the Oval on July 25, 2023 and July 27, 2023 from 11a-1p. **"Paint the Town Purple"** during Overdose Awareness month is a powerful way to raise awareness in the community about the critical issue of drug overdose. The vibrant purple color serves as a symbol of solidarity, compassion, and support for those affected by Substance Use Disorder. By adorning public spaces, homes, buildings, telephone poles, etc., it creates a visual reminder that encourages conversations and educates others about the impact of overdose. The ribbons act as a call to action, urging individuals to learn more, promote prevention efforts, and offer support to those in need. Together, these efforts can foster a community that prioritizes understanding, empathy, and resources to combat substance use. There would be a \$5 donation to the Addiction Recovery Coalition of New Hampshire for each ribbon and the donations collected will go directly to expanding our services throughout Souhegan Valley and community educational events.

Please feel free to contact me with any questions.

With Thanks,

A handwritten signature in black ink that reads "Kate Choquette". The signature is fluid and cursive, with the first name being more prominent.

Kate Choquette
Executive Director

TOWN STATUS REPORT

July 10, 2023

1. **Tree Maintenance on the Oval - Public Works Director, Leo Lessard**

The Board of Selectmen recently received correspondence from a resident concerned about a missing tree in front of the Town Hall and the importance of continued maintenance of the trees in the Oval. Public Work Director, Leo Lessard will provide an overview of the condition of the trees and vegetation within the Oval and cost estimate for a third party to prune/maintain the trees. See attached estimate.

As the Board may recall, landscaping and beautification of the Oval is an element included under the downtown Oval improvement project. As part of my monthly meetings with the NHDOT involving the improvement project, I inquired about incorporating the missing and dead/dying trees within the Oval into the scope of the project. NHDOT stated that costs and installation of the trees could be included into the scope of the final project design.

2. **Road Surface Management System - Public Works Director, Leo Lessard**

The Public Works Department recently contacted the Nashua Regional Planning Commission (NRPC) regarding their Road Surface Management System (RSMS) for more information and to determine if the program could assist the Department further develop its roadway asset management program. RSMS is a defined methodology for sampling the current pavement conditions of a road network and forecasting its future pavement condition, incorporating estimated costs of future repairs. The program is a partnership involving the NH Regional Planning Commissions, UNH Technology Transfer Center, NHDOT, and NH Statewide Asset Data Exchange System. The program is offered by the NRPC as part of the Town's annual dues.

Public Works Director, Leo Lessard and Town Engineer, Nicole Crawford will provide a summary of the program, project scope, and benefits to the community in the furthering the Town's infrastructure asset management program and forecasting future roadway costs.

3. **Budget Transfer Policy – Finance Director, Paul Calabria**

The Board of Selectmen has requested that the Town Administrator implement a budget transfer process to reflect and account for the change in a department's planned or unanticipated expenditures throughout budgetary cycle. The purpose of this item is to update the Board on the status and implementation of the transfer process.

In preparation for this discussion, it was discovered that the Town had previously adopted a Departmental budget transfer policy in the early 2000s. This policy was subsequently superseded in 2014 with adoption of the Budget Expenditure and Transfer Policy. In addition to establishing the process for when a transfer within a department and between departments could occur, the adopted policy establishes maximum thresholds/tiers for budget transfers requiring Department Manager, Town Administrator, and the Board of Selectmen approval. It would appear this policy has been subjectively implemented since 2014.

Finance Director Paul Calabria will provide an overview of the adopted 2014 Budget Expenditure and Transfer Policy and proposed amendments for consideration/formal adoption. Barring concerns or comments raised by the Board, staff is seeking formal adoption of the amended policy.

Please refer to the Memorandum from Finance Director, Paul Calabria dated 6/29/23 for more information.

4. Police Department Vehicle Purchase/Acquisition – Police Chief, Mike Viola

The Police Department is seeking Board of Selectmen approval to purchase a 2015 Nissan Rogue with 34,662 miles for \$15,800. The vehicle would be purchased using unexpended salary associated with vacant positions within the Police Department Budget.

The Nissan Rogue would replace an aging 2008 Ford Fusion that currently has approximately 140,000 miles. The Ford Fusion is currently assigned to the Detective Division and has not been used since April due to a failed inspection. The estimated cost to repair the Ford Fusion, which would be approximately \$2,300.00, to pass inspection. If approved, the purchase of the Nissan Rogue would provide a reliable vehicle for the Town's Detectives and other personnel at a reasonable cost.

Please refer to the Memorandum from Police Chief, Mike Viola dated 6/29/23 for more information.

5. Departmental Budget Review/Discussion

The 6-month review of the Town Department budgets is currently underway. On July 3rd, the Finance Department circulated the budget burn rate reports to each Department. The Town Administrator and the Finance Director are scheduled to meet with each Department Head this month to assess his/her respective budget, discuss unanticipated expenditures, and forecast remaining expenses and planned projects for the 2nd half of the year.

It is anticipated that at the next Board of Selectmen meeting, the Town Administrator will provide a financial report summarizing the state of the Town budget. This will include the implementation of the Budget Expenditure and Transfer Policy referenced above.

The 6-month review process will provide an opportunity for Department Heads to begin formulating the 2024 budget and the scheduling of projects and programs.

6. Town Munis Update – Finance Director, Paul Calabria

Finance Director, Paul Calabria will provide a brief summary of the planned update of the Town's financial software system, MUNIS in late Summer of this year.

7. Board, Commission, Committee Volunteers

The Town is actively seeking volunteers seeking to serve on the various boards, commissions, and committees. The following is a listing of current vacancies:

- Board of Adjustment 2 Alternate Positions
- Budget Advisory Committee TBD
- Capital Improvement Advisory Committee 7+ Full Time Positions
- Conservation Commission 2 Alternate Positions

- Economic Development Advisory Council TBD
- Ethics Committee 1 Full Time Position
- Granite Town Media 1 Full Time Position
- Planning Board 2 Alternate Positions
- Recycling Committee 1 Full Time Position

If you are interested in applying, please contact the Administration Office or visit the Town website at www.milford.nh.gov and download /complete the volunteer application.

5.1) Tree Maintenance on the Oval

BOARD OF SELECTMEN

DEPARTMENT OF PUBLIC WORKS

Tree Maintenance in the Oval

LEO LESSARD 7/10/23

Last Fall, I met with an arborist from the Souhegan Valley Tree Service to prune and maintain the existing trees within the oval.

We received multiple calls and complaints about the dead elm tree on the south side of the oval. The arborist stated that he can remove the tree, but recommended not installing another elm tree due to past issues involving the species. The arborist recommend a Ginkgo tree due to its hearty nature, root system, and longevity. The arborist recommended that if the dead is removed, the stump be ground and not pulled out. Pulling the stump, will cause more damage because given the age of the tree, there is a possibility the roots are wrapped around underground utilities.

Attached, please find the quote from the arborist. The work should be done in the Fall. Public Works had the money included in the budget this year, but had to remove it in order to lower the budget. If by the end of the season funding for the project is available, I would like permission from the Board to complete the work.

Thank you

Leo Lessard

Public Works Director



Owned & Operated by
 Ron Marchant & Kenneth Stewart
 (603) 305-5223 • (603) 930-7219
 PO Box 133, Brookline, NH 03033
 www.svtree.com • svtreenh@gmail.com

Fully Insured
 Free Estimates



3.5% Transaction Charge

SUBMITTED TO <u>TOWN OF MILFORD (LEO)</u>		PHONE	DATE
<u>UNION SQUARE COMMON</u>		CELL <u>603-801-2713</u>	DATE OF COMPLETION
STREET <u>MILFORD</u>	<u>NH</u>		
CITY	STATE	ZIP CODE	

WORK REQUESTED		
<input checked="" type="checkbox"/> TREE REMOVAL	1 PRUNE - DEADWOOD / AESTHETICS LARGE	1
<input checked="" type="checkbox"/> TREE PRUNING	2 WHITE OAK OVER GAZEBO	2 2100 -
<input checked="" type="checkbox"/> STUMP GRINDING	3 PRUNE - DEADWOOD / AESTHETICS / CLEAR	3
<input type="checkbox"/> BRUSH CHIPPING	4 2 MAPLES (L) OF JUNIPERS	4 950 -
<input type="checkbox"/> FIREWOOD <input type="checkbox"/> leave <input type="checkbox"/> remove	5 PRUNE - (2) CRABS CENTER OF COMMON	5 250 -
	6 PRUNE - DEADWOOD NORWAY MAPLE	6
	7 TOWN HALL SIDE OF COMMON	7 400 -
	8 REMOVE (1) DAMAGED MAPLE & GRIND	8
EQUIPMENT REQUIRED	9 STUMP (PASTA LEFT SIDE OF COMMON)	9 425 -
<input checked="" type="checkbox"/> BUCKET TRUCK	10 REMOVE & GRIND TWO (2) ZELKOVAS	10
<input type="checkbox"/> LOG TRUCK	11 IN ISLANDS OUTSIDE COMMON	11 800 -
<input type="checkbox"/> CRANE	12 PRUNE - SHAPE / AESTHETICS JUNIPERS	12
<input checked="" type="checkbox"/> CHIP TRUCK	13 (RIVERHOUSE SIDE OF COMMON)	13 500 -
<input checked="" type="checkbox"/> MAN LIFT	14 PRUNE - SMALL MAPLE (R) OF JUNIPERS	14 350 -
	15 DEADWOOD / AESTHETICS	15
	16	16
	17 * CRIBBING & PLYWOOD NEEDED TO GET	17
	18 EQUIPMENT OVER CURBING	18
	19 * CONES & SIGNAGE & DPW HELP	19
	20 WITH SAME FOR PEDESTRIAN &	20
	21 VEHICLE TRAFFIC CONTROL	21
	22 * IRRIGATION & PAVERS PRESENT	22
	SOME PLYWOOD MAY BE NEEDED. TOTAL \$5,775 -	

HOUSE

SEPTIC SYSTEM LOCATION?

WE PROPOSE Thereby to furnish material and labor - completed in accordance with the above specifications, for the sum off: _____ dollars (\$ _____).

Payment to be made as follows: **Upon completion of job.**

All work is guaranteed to be completed as specified. All work to be completed in a workmanlike and safe manner according to standard practices. We are not responsible for any lawn, driveway or landscaping damage due to heavy equipment and/or trucks that are required to complete the job. Souhegan Valley Tree Service is not responsible for damage to underground water sprinkler systems or electrical wiring, i.e., dog fencing or lighting. Any alterations or deviation from the above specifications, involving extra cost and/or work, will be executed upon written agreement and will be an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

ACCEPTANCE OF ESTIMATE

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please sign and return to Souhegan Valley Tree Service.

Signature _____ Date of Acceptance: _____

Signature: Souhegan Valley Tree Service, LLC.

5675.!

5. 2) Road Surface Management System Memo

BOARD OF SELECTMEN

DEPARTMENT OF PUBLIC WORKS

Road Surface Management System (RSMS)

LEO LESSARD 7/10/23

The Town uses an asset management and scheduling program called Cartegraph. The system was purchased over a decade ago. In addition to the providing the asset management software, the Public Works Department contracted with the company to inventory the conditions of all roads with the Town. This service was in addition the costs for the annual licensing of the system. The information generated assists the Town in forecasting pavement conditions and estimated costs of future repairs. The information requires periodic updates.

The Town Engineer, Nicole Crawford recently contacted the Nashua Regional Planning Commission (NRPC) regarding their Road Surface Management System (RSMS) for more information and to determine if the program could assist the Milford Public Works Department further develop its roadway asset management program. RSMS is a defined methodology for sampling the current pavement conditions of a road network and forecasting its future pavement condition, incorporating estimated costs of future repairs. The program is a partnership involving the NH Regional Planning Commissions, UNH Technology Transfer Center, NHDOT, and NH Statewide Asset Data Exchange System. The program is offered by the NRPC as part of the Town's annual dues.

After further review and discussion the NRPC, the process and data collected by Road Surface Management program provides that same information generated by the Cartegraph and a much less reduced price. The scope of work would include completing an inventory and assessment of all town roads and sidewalks. The NRPC once signed by Town administrator will put Milford on their schedule for work. The NRPC projects the completion of the project in 2024.

Attached is a packet of slides from the NRPC showing exactly what the process and information we will be getting from their work. This is very similar information any asset management system put out. It has everything we need to asses our conditions and help with the work preparation of or Pavement System at no extra cost. This would save the town tens of thousands of dollars which Cartegraph would charge.

Although this only tells the department of the top surface conditions, we are still going to be working hand and hand with the water sewer department for infrastructure work at the same time to organize total road repairs.

Thank you

Leo Lessard

Public Works Director

Road Surface Management System

- What is an RSMS Assessment?
- Field Pavement Assessment
- Forecasting/Analysis
- Deliverables

WHAT IS RSMS?

A methodology for sampling the current pavement condition of a road network and forecasting its future pavement condition, incorporating estimated of costs of future repairs.

Partnership between:

- NH RPC's (working on behalf of Towns)
- UNH Technology Transfer Center (T2)
- New Hampshire Department of Transportation (NHDOT)
- NH SADES (Statewide Asset Data Exchange System)

WHAT IS RSMS?

1. Inventory

- What is the current condition of your roads
- Pavement Condition Index (PCI)
- Roads divided into quarter mile segments

2. Analysis

- Future condition of the pavement
- Apply repairs & analyze cost

Assessing Pavement

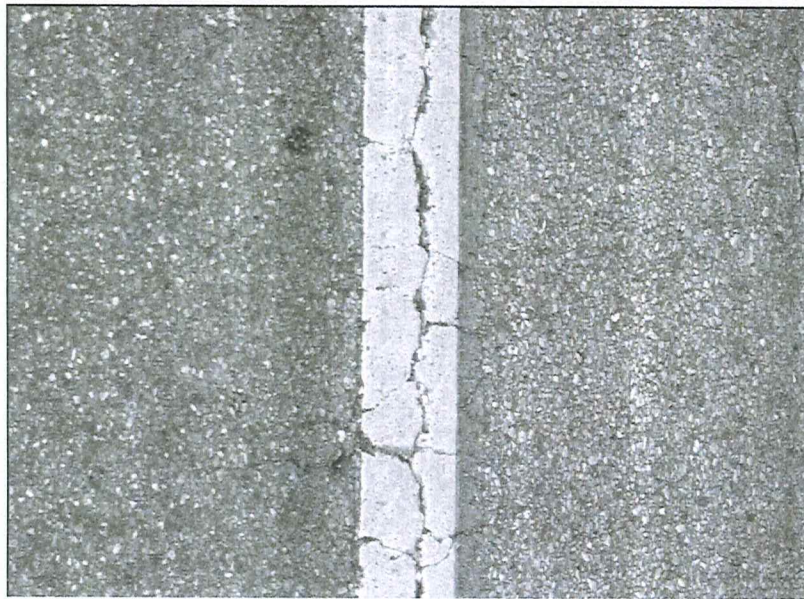
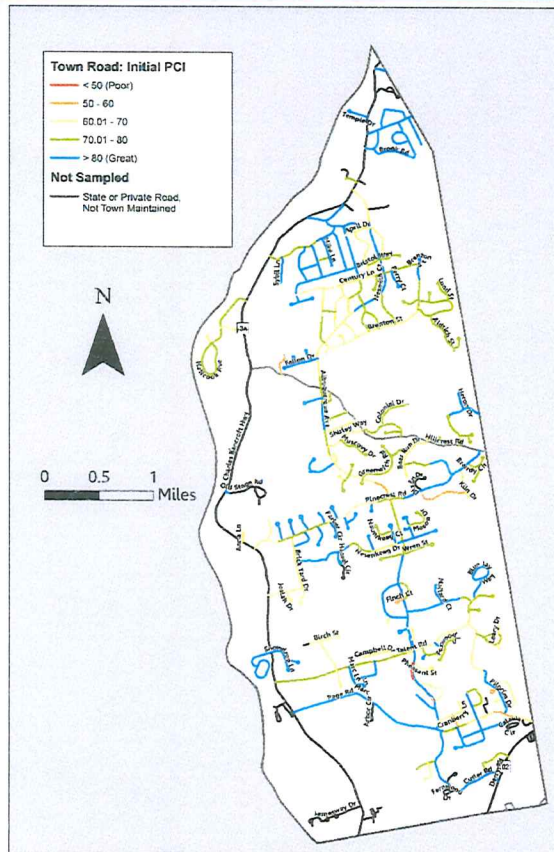


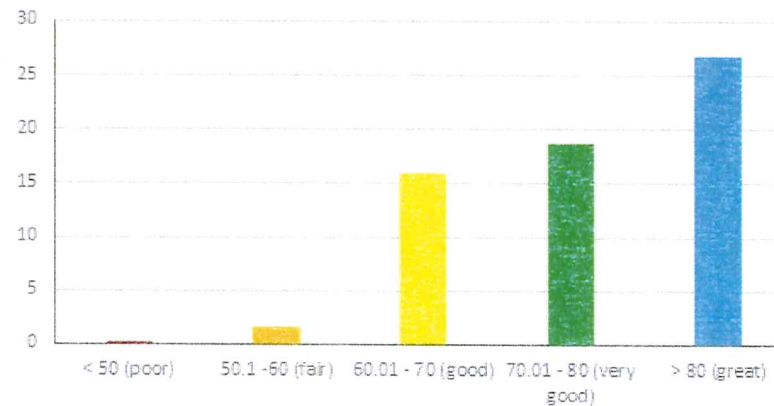
Photo Source: URISA

- Crack Type
- Crack Severity
- Pothole/Patching
- Rutting
- Drainage
- Roughness
- Width and Shoulder
- Frost Heave Severity*
- Road Importance*
- Traffic Volume*

Current Pavement Conditions



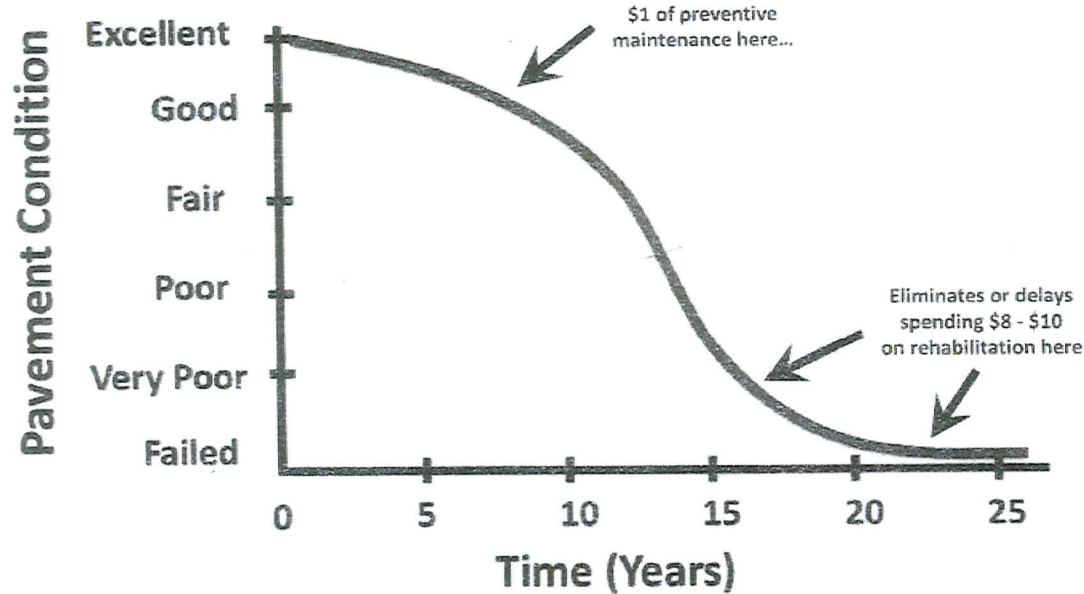
Total Mileage by PCI Class



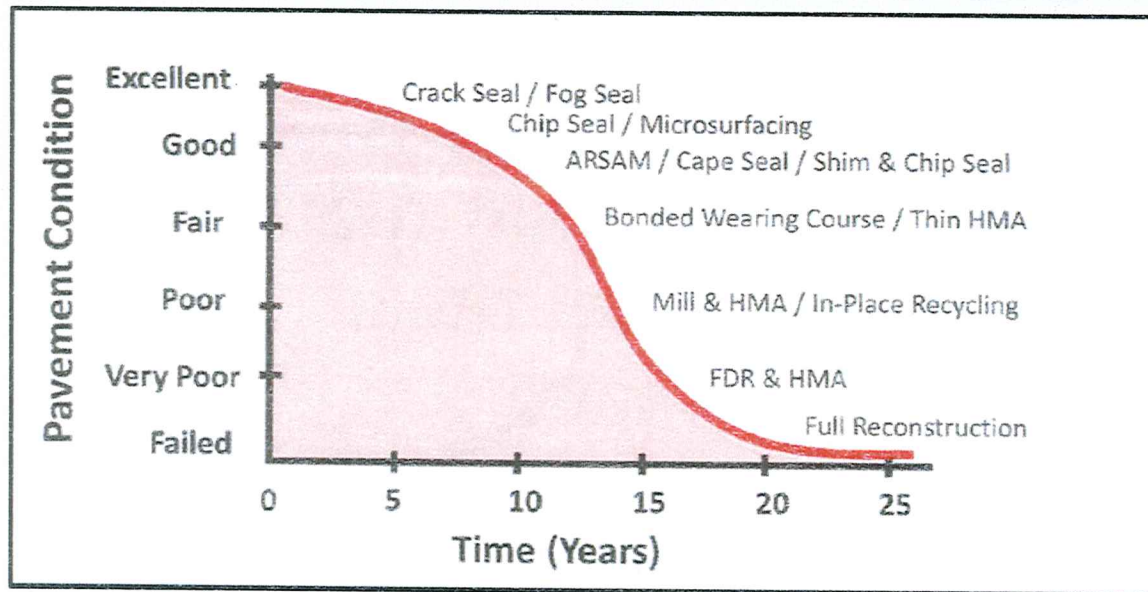
PCI Class	Total Mileage by PCI Class	%
< 50 (poor)	0.2	0.3%
50.1 -60 (fair)	1.6	2.6%
60.01 - 70 (good)	15.9	25.1%
70.01 - 80 (very good)	18.7	29.6%
> 80 (great)	26.8	42.4%
Total	63.2	100%

Pavement Life

Life of Pavement



Pavement Repairs

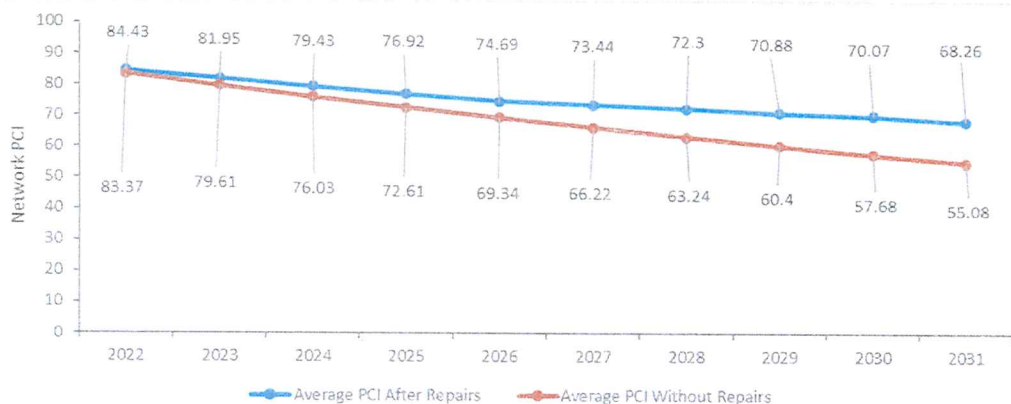


Maintenance Type	PCI	Repairs
Deferred	≥ 90	Defer Maintenance
Routine	$\geq 80 < 90$	Crack Sealing
Preventative	$\geq 70 < 80$	Isolate Patch and HMA Shim, Microsurfacing
Rehabilitation	$\geq 50 < 70$	Milling/HMA, Overlay
Reconstruction	≤ 50	FDR & HMA (4")

Budget Scenarios and Deliverables

Annual Repair Cost and PCI

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Average PCI After Repairs	79.11	77.05	75.60	74.32	72.61	71.93	71.17	71.15	70.25	69.81
Average PCI Without Repairs	76.48	73.04	69.75	66.61	63.61	60.75	58.02	55.41	52.91	50.53
Total Miles Treated	2.71	5.24	5.45	7.11	5.25	12.85	14.05	14.59	12.97	14.28
Total Repair Cost	\$1,489,920	\$1,560,298	\$1,664,042	\$1,662,281	\$1,679,165	\$1,713,404	\$1,690,105	\$1,665,481	\$1,708,043	\$1,710,676



Year	Project/Activity	Quantity	Unit Cost	Total Cost	
2025	Austin Rd	7 Overlays	HMA Overlay (1.5")	0.15	\$19,774
	Austin Rd	7 Pavement Preservation/Maintenance	HMA Shim (3/4" avg)	0.15	\$12,882
2025	Chestnut Hill Rd	5 Rehabilitate and Rebuild	FDR & HMA (4")	0.25	\$169,299
	Chestnut Hill Rd	6 Rehabilitate and Rebuild	FDR & HMA (4")	0.25	\$169,330
	Chestnut Hill Rd	7 Rehabilitate and Rebuild	FDR & HMA (4")	0.25	\$169,296
	Chestnut Hill Rd	8 Rehabilitate and Rebuild	FDR & HMA (4")	0.25	\$169,193
	Chestnut Hill Rd	9 Rehabilitate and Rebuild	FDR & HMA (4")	0.23	\$155,249
	Chestnut Hill Rd	1 Rehabilitate and Rebuild	FDR & HMA (4")	0.25	\$177,041
	Deerwood Dr	2 Overlays	HMA Overlay (1.5")	0.35	\$48,567
	Deerwood Dr	1 Overlays	HMA Overlay (1.5")	0.31	\$47,091
	Fieldstone Dr	1 Pavement Preservation/Maintenance	HMA Shim (3/4" avg)	0.31	\$30,678
	Holt Rd	1 Overlays	HMA Overlay (1.5")	0.25	\$38,255
Holt Rd	1 Pavement Preservation/Maintenance	HMA Shim (3/4" avg)	0.25	\$24,921	
2025	Holt Rd	2 Overlays	HMA Overlay (1.5")	0.35	\$53,866
	Holt Rd	2 Pavement Preservation/Maintenance	HMA Shim (3/4" avg)	0.35	\$35,091
2025	Melendy Holw	1 Rehabilitate and Rebuild	FDR & HMA (4")	0.21	\$141,022
	Old Manchester Rd	1 Crack Sealing	Crack Seal (Minor)	0.25	\$1,069
	Old Manchester Rd	2 Crack Sealing	Crack Seal (Minor)	0.25	\$1,069
	Old Manchester Rd	3 Crack Sealing	Crack Seal (Minor)	0.25	\$1,070
	Old Manchester Rd	4 Crack Sealing	Crack Seal (Minor)	0.25	\$1,070
	Old Manchester Rd	5 Crack Sealing	Crack Seal (Minor)	0.25	\$1,070
	Old Manchester Rd	6 Crack Sealing	Crack Seal (Minor)	0.29	\$1,242
	Old Mont Vernon Rd	1 Overlays	HMA Overlay (1.5")	0.25	\$35,151
	Old Mont Vernon Rd	2 Overlays	HMA Overlay (1.5")	0.29	\$38,739
	Olde Lantern Way	1 Overlays	HMA Overlay (1.5")	0.07	\$11,058
Olde Lantern Way	1 Pavement Preservation/Maintenance	HMA Shim (3/4" avg)	0.07	\$7,204	
Total for Year 2025				6.37	\$1,560,298

TOWN OF MILFORD

FINANCE OFFICE



Date: June 30, 2023

To: BOS, Lincoln Daley, Tina Philbrick

Re: Budget Expenditure & Transfer Policy

On or about 4/14/14, the BOS approved the Budget Expenditure & Transfer Policy. This action supersedes and eliminates the Over-Expenditure Procedure – Policy which was put in place 3/20/2000.

The only Budget transfer made in the last 23 years, was for the Police Station Capital Project, which finished over budget.

Recommendations:

- 1.) Based on discussions with the Town Administrator, I think we should remove the reference to Wages, both on the Policy page and the Approval Levels page. As you are aware, our annual surplus calculations mainly revolve around open positions.
- 2.) We should make the minimum transfer amount \$5,000 that may be approved by the Town Administrator, with amounts over \$10,000 remaining as the BOS approval amount.

Thank you!

A handwritten signature in black ink, appearing to read "Paul Calabria".

Paul Calabria
Finance Director
Town of Milford
(603) 249-0642

Town of Milford
Town Hall
1 Union Square
Milford NH 03033

Budget Expenditure and Transfer Policy

This policy supersedes and eliminates Policy Nos. 2000-1 and 2000-2.

Department Heads will manage their budgets in such a way that they follow the adopted budget endorsed by the Board of Selectmen and funded by the Town for the current fiscal year.

Department Heads are allowed reasonable over/under expenditures of their line item accounts provided the total amounts at the department levels are not over expended.

Over expenditures at the department level must be approved by the Department Head, Finance Director and Town Administrator. Over expenditures exceeding \$10,000 at the department level must also be approved by the Board of Selectmen.

Budget Transfers:

Budget transfers in/out of wages are not allowed.

Budget transfers, if deemed necessary, between line items in the same department level are allowed only with the approval of the Department Head, Finance Director and Town Administrator.

Budget transfers, with adequate reasoning, between departments are allowed only with at the approval of the affected Department Head(s), Finance Director and Town Administrator.

All budget transfers over \$10,000 between departments must also be approved by the Board of Selectmen.

Exceptions to this policy are allowed only with concurrence of the Department Head(s), Finance Director, Town Administrator and Board of Selectmen.

Budget Transfer Policy

Person(s) Approving	Level #	Approval Level
Finance Director	1	Initially approves/rejects all budget transfers All budget transfers must have adequate documentation with supporting reason(s)
Department Manager	2	Transfers up to \$5,000 within an ORG, except for wages
Town Administrator	3	All transfers between ORG's Transfers between \$5,001 and \$10,000
Board of Selectmen	4	All transfers over \$10,001 between ORG's
All higher level approvals need lower level approval first		



TOWN OF MILFORD BUDGET TRANSFER REQUEST FORM

DATE _____ DEPT: _____

SUBMITTED BY: _____

FROM:

ORG/OBJECT	DESCRIPTION	AMOUNT

TOTAL : _____

TO:

ORG/OBJECT	DESCRIPTION	AMOUNT

TOTAL : _____

REASON FOR TRANSFER:

APPROVAL:

FOR FINANCE USE ONLY:		
DATE _____	ENTERED BY: _____	BUDGET TRANSFER JOURNAL ENTRY# _____

5. 4) Police Department Vehicle Purchase - Chief of Police, Mike Viola



Town of Milford

POLICE DEPARTMENT

19 Garden Street

Milford, NH 03055

603-249-0630

Michael J. Viola

Chief of Police



To: Lincoln Daley, Town Administrator
From: Chief Michael J. Viola, Captain Craig Frye
Date: June 29, 2023
Ref: 2015 Nissan Rogue

Per our recent discussions, the department has an opportunity to purchase a 2015 Nissan Rogue, which was owned by one person, for the amount of \$15,800.00. The current mileage on the vehicle is 34,662. The vehicle is owned by Attorney Ferranti, who has power of attorney over the owner of the vehicle who is now in a long-term care facility in the Town of Milford.

The vehicle has been taken to LDN and a safety and maintenance check was conducted. LDN reported that the vehicle would need a new battery and that appears to be the only issue it currently has.

If the department was to purchase the 2015 Nissan Rogue, it would replace the 2008 Ford Fusion which has approximately 140,000 miles. The Ford Fusion is currently assigned to the Detective Division and has not been used since April due to a failed inspection. The department did get an estimate to repair the Ford Fusion, which would be approximately \$2,300.00, to pass inspection.

Overall, the department has spent \$13,224.94 in maintenance on the Ford Fusion, which was purchased in 2007. The vehicle was purchased to be used by the Detective Division to drive to crime scenes, to store their equipment for crime-related scenes, and also to be used for trips to the State Lab in Concord and undercover-related investigations.

We believe that the department would benefit by making this purchase. It should resolve the issue about having a reliable vehicle for our Detectives and other personnel at a reasonable cost. Based on the department's current budget projections, the vehicle could be purchased with surplus-related funds.

Your consideration of this purchase is greatly appreciated.

9. Approval of Final Minutes - June 26, 2023

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

June 26, 2023

PRESENT: Gary Daniels, Chairman Lincoln Daley, Town Administrator
Chris Labonte, Vice Chairman Tina Philbrick, Executive Assistant
Paul Dargie, Member Mitchell Hemmer, Videographer
Tim Finan, Member
Dave Freel, Member

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

Chairman Daniels called the meeting to order at 5:30 p.m., introduced Board members, and then led the audience in the Pledge of Allegiance.

2. APPOINTMENTS – (Approximate times)

5:30 p.m. – Approval of 2nd Annual Recovery Walk – Kate Choquette

Addiction Recovery Coalition of New Hampshire would like to host their 2nd annual recovery Walk on September 6, 2023, from 4 pm to 7 pm. This is to raise awareness in the community that recovery from substance use disorder is possible. Ms. Choquette outlined the walk that will end back at 180 Elm Street. They are expecting between 50 to 100 participants.

Selectman Labonte made a motion to approve the 2nd annual recovery walk. Seconded by Selectman Finan. All were in favor. The motion passed 5/0.

5:45 p.m. – Approval of Veterans Tax Credits, Exempt Properties, Residences in Industrial or Commercial Zone, and Approval of three (3) Abatements and Denial of two (2) Abatements.

Veterans Tax Credit – All applications were late-filed but are believed to qualify for the current year based on "accident, mistake or misfortune" which allows leniency for late submission.

Selectman Dargie approved the four Veterans Tax Credits as recommended by the Assessor. Seconded by Selectman Freel. All were in favor. The motion passed 5/0.

Exempt Properties – The Assessor reviewed all information and recommends approval of the 7 properties for the 2023 tax year.

Selectman Dargie approved the seven Exempt Properties as recommended by the Assessor. Seconded by Selectman Freel. All were in favor. The motion passed 5/0.

Residences in Industrial or Commercial Zone – The Assessor recommends that the Board of Selectman approve the Residences in an Industrial or Commercial Zone for the tax year 2023. The statute allows for leniency. The applicant lost track of the paperwork and exemption time frame due to a death in the family.

Selectman Dargie approved the Franklin Street Residence in Industrial or Commercial Zone as recommended by the Assessor. Seconded by Selectman Freel. All were in favor. The motion passed 5/0.

Three (3) Abatements for approval – All paperwork was submitted as required. Ms. Noel explained the process that you need to go through for a fire to file for an abatement. Typically, we budget \$75,000 yearly for abatements. The total for this session is \$27,907.05. The total from prior granted 2022 abatements is \$38,952.86. The total for appeals resolved in 2023 is \$34,255. The final total is \$101,114.91. There was additional discussion about the abatement process.

Selectman Dargie made a motion to approve the three abatements for approval as recommended by the Assessor. Seconded by Selectman Finan. The motion passed 5/0.

57 **Two (2) Abatements for Denial** – The abatements were untimely filed after the statutory deadline of March 1.
58 This one has no room for leniency.

59
60 **Selectman Dargie made a motion to approve the two abatements for denial as recommended by the Asses-**
61 **sor. Seconded by Selectman Finan. The motion passed 4/1 with Selectman Freel opposed.**
62

63 **6:00 p.m. - Fire Department Update – Fire Chief, Ken Flaherty and Deputy Jeff Marshall**

64 Areas of responsibility-

- 65 a. Fire - Emergent and non-emergent calls, prevention, inspections, fire drills, and car seats. They are around
66 600 so far this year for inspections, slightly higher than last year.
- 67 b. Emergency Management Office - Hazardous mitigation plan, local emergency operations plan, disaster pre-
68 paredness
- 69 c. Health office - Investigate complaints, inspections, and liaison for the State of New Hampshire. We are not
70 a self-inspection community like Merrimack which handles this in-house and gets all the revenue from this
71 process. The State of New Hampshire is currently collecting about \$55,000 to \$60,000 from permitting fees
72 from Milford because we are not a self-inspection community. Chief Flaherty said he would like for Milford
73 to be a self-inspection community but they don't have the manpower right now. After the first year, it would
74 almost be 100% funded. Selectman Labonte has concerns about expanding our services when we have a
75 hard time funding what we have now. There was additional discussion about restaurant inspections. Chief
76 Flaherty said there are things that we are not inspecting because there aren't enough hours or people to do
77 the inspections.

78
79 **Financial Status -**

80 The department as of 6/1/2023 or 40.1% of the year completed is at 38.6% expended. Currently, the only line over
81 expended is 12202-535000 medical expenses because of an increase in fees. Chief Flaherty expects projects will
82 be over on contractual vehicles and overtime.
83

84 **Vehicle updates -**

- 85 • Rescue 1 is expected to be delivered in May 2024. This was prepaid.
- 86 • The new engine is expected to be delivered in February 2025
- 87 • Car 1 needs to be replaced as soon as possible. It needs quarter panels and rocker panels for a state in-
88 spection. He feels putting quarter panels on that vehicle, is a waste of money. He won't be driving the
89 vehicle after September, he will drive the utility vehicle instead. Car 1 was removed twice from the
90 budget due to manpower and people priorities. A replacement vehicle will be placed in the 2024 budget.
91 The vehicle was involved in a major motor vehicle accident its frame was replaced. Selectman asked if
92 Chief Flaherty could get a price on what it would take to fix car 1 so it would pass inspection. Chief
93 Flaherty said yes.
- 94 • We have had a few major repairs this year that have taken trucks out of service, but have since been
95 repaired. (Starter, engine clutch fan)
96

97 **Employee update -**

98 The Milford Fire Department is one of the larger combination departments in the State. Our current roster is at
99 twenty-seven. The roster is made up of nine full-time employees and eighteen paid-on-call positions. Six full-time
100 employees work a 4 on 4 off schedule and consist of 12-hour shifts from 7:00 am to 7:00 pm. The Fire Chief and
101 Deputy Chief work M-F 8:00-4:30. One administrator works 9:00 – 4:30 M-F. The paid-on-call firefighters re-
102 spond to all emergencies but are the primary responders after 7:00 pm.
103

104 Selectman Labonte asked what was budgeted for call positions. Chief Flaherty said \$40,000 but it's been cut back.
105 Chief Flaherty explained how he budgeted for on-call positions. If anyone from the public is interested the Fire
106 Department is still down about 12 members.
107

108 We have no major projects in the next three months planned. Residence can report issues or concerns via social
109 media, email, telephone, or in person.

110
111 Chief Flaherty said the current issue facing the Milford Fire Department is staffing. We along with many other
112 area fire departments are impacted by the lack of workforce availability. The Town is growing and it's our re-
113 sponsibility to maintain the level of service that the community expects and deserves. We look forward to working
114 with the board and administration over the next few years to meet the needs of the community and department.
115 We had to give some type of stipend for the call guys to stay in town on weekends this summer so we can have
116 coverage.

117
118 Deputy Marshall said they looked at staffing in multiple ways. They looked at a part-time call budget per call and diem. This
119 approach is a transition that will likely take place over the next 3 to 5 years. This summer's schedule was based on what we
120 went through last summer to make sure we balance the needs of the department and town. We don't currently do per diem
121 shifts. Chief Flaherty said when he was young Milford had 7,000 people, now it's over 16,000. We need to start planning
122 for additional growth sooner rather than later. We had 1,400 calls last year and we are just going to continue increasing. We
123 are already at 620 calls for this year without service calls. The structure fires are labor intensive and we have three in six
124 months not including the major motor vehicle accidents. We also answer about 100 calls out of town calls per year. We as
125 well as other surrounding town Fire Departments are trying not to tax other fire departments. We have also had to deny
126 mutual aid because of manpower staffing.

127
128 Chairman Daniels asked if they could include mutual aid calls in the monthly newsletter. Chief Flaherty said yes. Selectman
129 Labonte asked about food shopping being done by the firefighters using the fire vehicles. Chief Flaherty said he's explained
130 this before, when the firefighters come on shift for four days, they go shopping on their first day coming into work and shop
131 for the days that they are on shift so they don't have to leave the station again. While they are out shopping, they are also
132 looking at fireboxes and doing inspections. The crew is doing good community service tasks while they are out getting their
133 food for their shifts. They also go together because if one of the three firefighters covering the station goes to get food and
134 there is a fire call, the other two can't respond to the fire because we need three on a truck. If the crew is already out, there
135 isn't a delay in getting to a call.

136
137 Selectman Freel said he doesn't see maintenance on the fire ponds being done. If they are not being maintained, can they still
138 be used. Chief Flaherty said Fire Department is maintaining the fire ponds. The Water Department maintains the fire hy-
139 drants. Public Works makes sure brush is cut back and everything is cleared. Things are still being maintained.

140
141 **6:10 p.m. - Human Resources Department Update – Human Resource Director, Karen Blow**
142 Areas of responsibility – Compensation and Benefits, Performance Management, Recruitment and Retention,
143 Succession Planning, and Workplace Safety.

144
145 Director Blow is working on turnover numbers. Open positions include:
146 Town Planner FT (opened 3/2023)
147 Seasonal Laborers (ongoing)
148 HR Coordinator PT (opened 6/2023)
149 Call Fire (ongoing)
150 Police Officers x (ongoing)
151 Program Coordinator (REC) (7/2023)
152 Deputy Town Clerk PT (Open 5/2023)
153 Water System Technician FT (Open 6/2023)
154 Lab Professional FT (Current Lab Sup retiring)

155
156 Selectman Freel asked about the difference between the Water System Tech and the Lab Professional. Director
157 Blow said the Water System Tech is a distribution field guy out working for the community. Paul Calabria said
158 the Lab Professional does all the analysis of the samples. Selectman Freel asked if this could be outsourced.
159 Administrator Daley will look into it. There were additional questions and Director Blow asked that the questions
160 be directed to the Water Utilities Director.

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Major projects include wage survey, benefit survey, and recruitment. Wage surveys are part of a process that may take several years to complete. It's a multi-phase approach that was brought up several times in the past year. The wage survey last year was only part of the process. Director Blow explained the process. The data is being evaluated by directors of various departments. There will be no discussion of wage increases this year in 2023.

Selectman Labonte asked about promoting the Sight of Service Insurance Plan. Director Blow said some people have benefited from it. It isn't a standalone, you need to have something else for employees to choose from. Some people are not interested in the work involved in a SOS plan. Selectman Labonte said some of the people he's spoken to don't understand the SOS plan, they feel they are getting less. Director Blow said there are pros and cons of both plans and we reviewed the plans in detail. Some employees don't mind sharing their positive experiences with the SOS plan. You can talk to Tina Philbrick or Paul Calabria for additional information. It's a good plan but not a solo plan.

The 4.5-day work week did not result in any schedule changes as HR usually works 9 to 10-hour days.

Annual goals could be obtained easier with a 15 – 20 hr. per week person (Previous Town Administrator Shannon previously approved up to \$20k for a part-time person and the Administrator Bender reduced to \$8k for 2023 and requested HR hold off until at least after the vote. HR will be asking for a 20 hr. person, \$18-\$20/hr. DOE for 2024).

Selectman Freel asked what someone would be doing in this position. Director Blow said it depends on their skill set. Her previous person has some HR background. There is a number of things they can help with. Selectman Freel asked why the departments can't do their wage surveys. Director Blow said some do but it takes time and not everyone has that time. Ambulance and Police do pull together information that is needed to help with this. It's a lot more than just looking at numbers. Selectman Labonte asked how much time is spent looking at the culture of Milford to see what you can do for employee retention that isn't financially related to pay or benefits. Director Blow said this is part of what is being looked at.

Selectman Labonte asked about using light-duty help in the HR department for someone coming back after medical leave.

Administrator Daley said there is an opportunity but HR works with sensitive data that can't be viewed by everyone. Privacy issues need to be looked at. Director Blow said there are times when she can use a light-duty person.

Chairman Daniels asked if the person HR is looking for can be used to help Finance as well. Director Calabria said it could be if we could find a 30-hour person that we don't have to offer medical to, it's a position that can be shared. He will take whatever hours he can get for extra help.

Chairman Daniels asked if anyone has been coming into HR after 12:00 on Fridays. Director Blow is usually at work on Fridays until about 2:00. She has had a couple of people come in after 12:00, but not many.

Director Blow said the Boards continuing to express the value they hold for employees speaks volumes throughout the community.

3. PUBLIC COMMENTS There were no comments at this time.

4. DECISIONS

Selectman Labonte asked to remove 4. a) 2. From the consent calendar.

Selectman Finan made a motion to accept the consent calendar except for 4. a) 2). Seconded by Selectman Dargie. All were in favor. The motion passed 5/0.

a. CONSENT CALENDAR

212 1. Approval for The Conservation Commission to accept a \$10,311.08 grant from the Trail Animals Running Club
213 (TARC). The funds are from the Ghost Train Rail Trail Race 2022 and will be deposited into the Granite Town
214 Rail Trail Revolving Fund.

215 2. Approval to host the 34th Annual Milford Pumpkin Festival scheduled for October 6, 7, and 8 2023.

216
217 Selectman Labonte asked if the support for the Pumpkin Festival gets billed out as detailed pay. Director Calabria
218 yes. On Friday, the Public Works Department is already working so they get regular pay. The departments send
219 their bills in and they are billed to the Pumpkin Festival. He will get additional information for Selectman Labonte.

220
221 **Selectman Freel made a motion to accept 4. a) 2) on the consent calendar. Seconded by Selectman Labonte.**
222 **All were in favor. The motion passed 5/0.**

223
224 **b. OTHER DECISIONS**

225 **a. n/a**

226 **5. TOWN STATUS REPORT –**

227 **1. Speed Trailer Data Results from the Badger Hill Area – Chief Viola**

228 11,791 vehicles were documented.

229 **Vehicles that traveled over 30 mph unless otherwise posted:**

- 230 • 15 vehicles were traveling at speeds between 40 and 43 mph.
231 • 1,926 vehicles were traveling at speeds between 30 and 40 mph.
232 • The average speed of vehicles traveling over 30mph was 35.89 mph.

233
234 **Vehicles that travel under the town-wide speed limit unless otherwise posted:**

- 235 • 4,824 vehicles were traveling at speeds between 25 and 30mph.
236 • 3,606 vehicles were traveling at speeds between 15 and 25mph.
237 • 1,420 vehicles were traveling at speeds between 5 and 15mph.

238
239 According to the data that was captured by the speed trailer, 9,850 vehicles out of the 11,791 vehicles were trav-
240 eling through the area at or under the 30mph speed limit. Residents feel like the traffic has been getting slightly
241 better. They are looking into a grant to get a speed sign. It will be a 75/25 match. There are a couple of options
242 to look into.

243
244 **2. MACC Base Surplus – Captain Frye**

245 Captain Frye said the MACC Base total surplus is \$137,413 total surplus. Milford’s share is \$98,032.31, Wil-
246 ton’s share is \$23,677 and Mont Vernon’s share is \$15,703. He is asking the Board to hold \$15,000 for possible
247 overages in the Federal Hill Tower. Removing the \$15,000 would leave Milford with a balance to the town of
248 \$83,032. This money would also allow us to put in some monitoring systems so MACC Base can be alerted if
249 anything happens.

250
251 Selectman Freel asked what was put in the budget as something planned. Director Calabria said they budgeted
252 about \$77,000 in that line item. Selectman Labonte asked what created the surplus at MACC Base. Captain
253 Frye said positions and benefits. The Director is new and he’s doing a great job on balancing the budget. We lost
254 some dispatchers. We will always have a surplus but the goal is to get the surplus down lower.

255
256 Selectman Labonte asked if we should continue to plan \$77,000 or lower it. Captain Frye said he would like to
257 keep more at MACC Base until we need the money for the towers. Selectman Freel said he would rather not be
258 having anything in the budget. There was additional discussion about how much to keep in the budget. The
259 money left at MACC Base will not be spent on anything except communications.

260

261 Deputy Marshall said we spent money previously and all the equipment has an end-of-life. We need to save for
262 that depreciation of the equipment. Selectman Freel said he would rather keep the extra money up at MACC
263 Base and not put it in our budget.
264

265 **Selectman Dargie made a motion to retain \$15,000 of Milford's share of the MACC Base surplus for com-**
266 **munications and return the remaining \$83,032 to the town. Seconded by Selectman Freel. All were in**
267 **favor. The motion passed 5/0.**
268

269 **6. DISCUSSIONS**

270 a) **LCHIP Grant Discussion – Scout House - Katherine Kokko**

271 Ms. Kokko said the Heritage Commission submitted two grants. One was to the Moose plate program for \$20,000
272 for the bandstand to reduce the amount in the bandstand warrant for next year. The other was for an LCHIP grant
273 for the Laurel Hardy Scout House. She will present a more formal update at the end of July. The LCHIP grant is
274 a 50% matching grant for \$48,000 they requested \$24,000 and Milford's contribution would be \$16,000 assuming
275 that they can get additional donations and Heritage will add some money in as well. Ms. Kokko explained the
276 timeline and LCHIP grants are presented in November. Heritage completed an assessment of the Scout House and
277 will send that report to the Board. She would like the Boards support.
278

279 Chairman Daniels asked if the donations put towards the windows count as part of the match. Ms. Kokko said no,
280 that was a self-contained project that was already addressed. Selectman Labonte asked how much is usually given
281 away for the LCHIP grant. Ms. Kokko said several million dollars and there are 40 applicants. This request is
282 considered a small dollar amount compared to what they usually see. Selectman Finan asked if there has to be a
283 municipal component to the match. Ms. Kokko said yes, it looks better. They originally put in for the 1772
284 grant for some of the upgrades and it was denied because they felt that the Town didn't put into this building what
285 they should have in the past.
286

287 Selectman Freel asked what the building was used for. Ms. Kokko said the scouts and it's currently being used a
288 couple of nights a week. Chairman Daniels asked if this could come out of the building maintenance fund. Ad-
289 ministrator Daley said yes, but they are already allocating \$75,000 toward the library roof. They would have to
290 look at other sources. Ms. Kokko said they have two years to use the money from the fund. She made a couple
291 of suggestions of where she thought the money could come from.
292

293 Selectman Labonte asked where we were at for the bandstand. Ms. Kokko said we raised \$42,000. The estimate
294 was \$90,000 and if we get the grant for \$20,000 the remaining amount would be \$28,000. They will discuss how
295 the warrant article will be worded next time to better explain it to the public. Chairman Daniels said to continue
296 to be aggressive in raising the funds.
297

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

299 a) **FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES**

300
301 Chairman Daniels asked if there was someone in charge of the JMLC committee. Administrator Daley said yes.
302 The group is reassessing the Chair of that committee. Chairman Daniels said the meeting didn't have a quorum
303 and the chair is part of "non-management" and he needs to step down. It is statutory that the committee meet
304 quarterly and they didn't have a quorum at the June meeting and they still need that meeting. This is under the
305 Worker Compensation category. There are 12 members and they need 8 for a quorum.
306

307 Tina Philbrick said employees were asked if they would like to step up for that position and no one responded.
308 She will volunteer to be a member. Administrator Daley said she could volunteer and it requires a vote from the
309 committee.
310

311 Selectman Labonte said those meetings are scheduled a year in advance. Chairman Daniels said yes. Chief Viola
312 said he has an officer on the committee that was in court the day of the meeting so he couldn't attend. Because
313 of their work schedules, some of the members who are not in management can't always make it.

314
315 Administrator Daley said they are looking into the vacancy issues. Selectman Labonte asked if employees could
316 be assigned to be a part of the group. Administrator Daley said yes, but they are looking for volunteers. Chief
317 Flaherty said if we do force employees to be on this committee, are they going to be paid overtime if a meeting is
318 on a day when they are not scheduled to work? Selectman Labonte said the dates have already been set for these
319 meetings so you should know if that employee is working. Chief Flaherty said with a rotating schedule, it is hard
320 to do this. Every week it's different with a four-day on and four days off schedule.

321
322 Chairman Daniels said if Ms. Philbrick wanted to take this on based on the response we got last time, he didn't
323 think there would be a problem. The next meeting would need to be scheduled in July.

324
325 Selectman Labonte asked about the AoT permit. Administrator Daley said there was movement. There will be a
326 restriction on the Conservation Easement. Fish and Game doesn't want to hold the easement, so the Town would
327 have to take over management of it. Fish and Game has offered their comments and will act as a secondary
328 manager. There are still questions about monitoring. There was additional discussion about third-party monitoring
329 and possible cost. A survey will still need to be done. The cost will be discussed with the contractor. More clar-
330 ification is needed. Nothing has been budgeted to be done this year.

331
332 Selectman Freel is considered an abutter for a current project for Planning Board. He doesn't have anything to
333 gain from this project. The applicant and several people don't have an issue with him staying on the Board. He
334 asked the Board what their thoughts were. Selectman Finan read a similar court case and said that it could be
335 challenged. The consensus of the Board was that Selectman Freel should recuse himself from voting/discussing
336 the project that the Planning Board is discussing that involves his property. There was additional discussion about
337 the process and what could or could not be done. Selectman Freel and Selectman Finan will discuss offline.

338
339 Chairman Daniels said the Recycling Committee is still looking for additional people.

340
341 There was additional discussion about a beaver overpopulation problem and trees that need to be replaced on the
342 Oval. Administrator Daley said the trees can be reviewed when during the Downtown Improvement phase. The
343 final design element of the phase will come before the Board later this year.

344
345 b) **OTHER ITEMS (not on the agenda)** There were no comments at this time.

346
347 **8. PUBLIC COMMENTS** There were no comments at this time.

348
349 **9. APPROVAL OF FINAL MINUTES – June 12, 2023**

350 **Selectman Dargie made a motion to approve the minutes of June 12, 2023, as amended. Seconded by Se-**
351 **lectman Freel. All were in favor. The motion passed 5/0.**

352
353 **10. INFORMATION ITEMS REQUIRING NO DECISIONS.**

354 a. Selectmen's Goals and Initiatives

355
356 **11. NOTICES.** Notices were read.

357
358 **12. NON-PUBLIC SESSION – Selectman Dargie made a motion to go into non-public at 8:05 under RSA**
359 **91-A:3, II(c) Reputation and approval of non-public minutes from June 12, 2023. Seconded by Selectman**
360 **Freel. All were in favor. The motion passed 5/0.**

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Selectman Freel made a motion to come out of non-public. Seconded by Selectman Labonte. All were in favor. The motion passed 5/0.

Chairman Daniels said in non-public the Board reviewed communication from the Board of Governors and determined that it didn't need to be discussed in non-public. No action was taken. The communication was viewed as informational only. The Board approved the non-public minutes of June 12, 2023.

13. ADJOURNMENT: Selectman Freel moved to adjourn at 8:22. Seconded by Selectman Finan. All were in favor. The motion passed 5/0.

Gary Daniels, Chairman

Tim Finan, Member

Chris Labonte, Vice-Chairman

Dave Freel, Member

Paul Dargie, Member

10. a)

2023 BOS Goals and Initiatives

Initiative	Status		Target Date
Financial			02/03/2024
Budget Transfer Tracking	First posting in early July	In progress	07/2023, 09/2023
Reduce Warrant Articles		Not started	09/2023
Town Budget Development		Not started	02/2024
Town Budget Passage		Not started	03/2024
Projects			
Oval Improvements	Pending Decision	In progress	05/2023
127 Elm Street Study Feasibility Study	Presented 6/12/23	In progress	07/2023
Reactivate EDAC		Not started	07/2023
Gravel Operation	Meeting w/ F&G 6/15/23	In progress	Fall 2023?
Master Plan	Questions deadline 6/8	In progress	12/2023
Personnel			
4.5-day work week	Trial period started 05/01/23	In progress	05/01/23 – 09/2023
Policy Updates	Workers' Compensation	Not started	06/2023
	Right to Know Policy adopted 6/12/23	Completed	06/2023
	BOS Rules of Procedure	In progress	07/2023
	Personnel	Not started	11/2023
	Compensation	Not started	11/2023
Partnerships – school, private	School	In progress	11/2023
Communication			
BOS Representative to Committees		Completed	05/2023
Agenda and Minutes Updates		In progress	08/2023
Social Media utilization?		Not started	09/2023
5 th Monday Forums		In progress	10/2023
Website Update		In progress	12/2023
Department/Committee Updates – Quarterly		In progress	03/2024

07/10/23

10. b) Treasurer's Report - May 2023

TREASURER'S REPORT
TOWN OF MILFORD, NEW HAMPSHIRE
5/31/2023
(unaudited)

	CHECKING ACCOUNT	TOWN CLERK ACCOUNT	ESCROW ACCOUNT	NHPDIP ACCOUNT	DISBURSEMENT ACCOUNT	BAR HARBOR ACCOUNTS	INVESTMENT ACCOUNT	TOTAL
Beginning Balance as 5/01/23	(50,700.19)	35,954.27	138,049.79	8,689,182.14	19,983.07	10,689.04	10,087.69	\$ 8,853,245.81
Receipts:								
Taxes and Interest	95,841.66	-	-	-	41,961.08	-	-	\$ 137,802.74
Water & Sewer User Fees	310,376.35	-	-	-	56,989.52	-	-	\$ 367,365.87
Other Revenues	272,616.21	456,784.06	-	-	7,130.30	-	-	\$ 736,530.57
Ambulance	-	-	-	-	63,446.95	-	-	\$ 63,446.95
Recreation	-	-	-	-	34,926.00	-	-	\$ 34,926.00
Escrow Deposit	-	-	-	-	-	-	-	\$ -
Escrow Transfers	-	-	-	-	-	-	-	\$ -
Interest Income	-	-	11.72	28,289.83	-	0.45	141.08	\$ 28,443.08
Investment Transfers	3,971,182.14	31,000.00	-	-	16,000.00	-	840,912.31	\$ 4,859,094.45
TAN Deposit	-	-	-	-	-	-	-	\$ -
Bond Proceeds	-	-	-	-	-	-	-	\$ -
21 ARPA-LFRF Sewer Equip.	-	-	-	-	-	-	-	\$ -
Total Receipts:	\$ 4,650,016.36	\$ 487,784.06	\$ 11.72	\$ 28,289.83	\$ 220,453.85	\$ 0.45	\$ 841,053.39	\$ 6,227,609.66
Disbursements:								
Accounts Payable Warrants	(1,800,792.20)	(110,658.95)	-	-	(541.95)	-	-	\$ (1,911,993.10)
Payroll Warrants	(499,780.22)	-	-	-	-	-	-	\$ (499,780.22)
Milford School District Appropriation	(2,146,992.00)	-	-	-	-	-	-	\$ (2,146,992.00)
Hillsborough County Appropriation	-	-	-	-	-	-	-	\$ -
Escrow Transfers	-	-	-	-	-	-	-	\$ -
Investment Transfers	(300,912.31)	(369,000.00)	-	(3,189,182.14)	(234,000.00)	-	(766,000.00)	\$ (4,859,094.45)
TAN Disbursement	-	-	-	-	-	-	-	\$ -
Suntrust Disbursement	-	-	-	-	-	-	-	\$ -
Bank Charges	(1,238.69)	-	-	-	-	-	-	\$ (1,238.69)
Voided Checks	4,166.93	-	-	-	-	-	-	\$ 4,166.93
Total Disbursements:	\$ (4,745,548.49)	\$ (479,658.95)	\$ -	\$ (3,189,182.14)	\$ (234,541.95)	\$ -	\$ (766,000.00)	\$ (9,414,931.53)
Ending Balance as of 5/31/23	\$ (146,232.32)	\$ 44,079.38	\$ 138,061.51	\$ 5,528,289.83	\$ -5,894.97	\$ 10,689.49	\$ 85,141.08	\$ 5,665,923.94


 LAURA M DUDZIAK
 TOWN TREASURER