

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

- \$100,000.00 ARPA Grant - NHDES Cybersecurity Implementation Grant
Funding for the WWTF Cybersecurity.
- \$50,000.00 ARPA Grant - GOFERR Local Equipment Purchase Program Grant
Funding for the 2022 purchase of a replacement Paramedic Response Vehicle.
The required 10% match of \$5,000 will be from the Milford Ambulance Department Budget.
- \$859,030.90 Federal Grant - LFRF Grant - Traunch 2nd Payment
Funding from the American Rescue Plan Act (ARPA) - COVID19 Local Fiscal Recovery Funds (LFRF) for the following purposes:
A) Support public health expenditures, B) Address negative economic impacts caused by the public health emergency, C) Replace lost public sector revenue, D) Provide premium pay for essential workers, E) Invest in water, sewer, and broadband infrastructure.
The exact purposes, based on the above, will be determined by the Board of Selectmen.
The grant period is from January 1, 2021 through December 31, 2024.
No match is required.

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

None at this time.

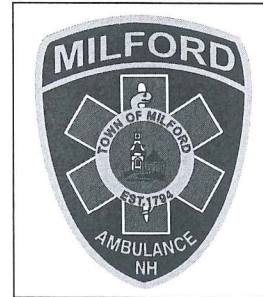
MEMORANDUM

To: Kathy Townsend

From: Eric Schelberg, Director

Date: June 24, 2022

Subject: 31:95b Hearing – State of NH GOFERR Award



The department has been awarded \$50,000.00 by the State of NH Governor Office through the Emergency Relief and Recovery GOFERR Locality Equipment Matching Program for the purpose of purchasing a replacement Paramedic Response Vehicle (PRV) for the ambulance department.

Award criteria require a 10% match - \$5,000, toward the equipment purchase. Said matching funds along with the required remaining balance for the purchase have been budgeted in the department 2022 budget.

Feel free to contact me with any questions you may have regarding this subject.



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



John Shannon
Town Administrator
564 Nashua Street
Milford, NH 03055

July 7, 2022
VIA EMAIL

Subject: American Rescue Plan Act (ARPA)
Cybersecurity Implementation Grant: # CYB-ARPA-001
Town of Milford (PWS # 1561010 & NPDES # NH0100471)

Dear Mr. Shannon,

Thank you for submitting an application to the American Rescue Plan Act Cybersecurity Implementation Grant Program. The New Hampshire Department of Environmental Services (NHDES) intends to award a **grant in the amount of \$100,000** to the Town of Milford for a cybersecurity implementation project.

To award the grant funds, a grant agreement must be approved by Governor and Executive Council. Please review the attached grant agreement documents carefully and if everything is acceptable, please complete the documents as follows:

1. Print the attached Grant Agreement and have the authorized representative sign page 1 and initial and date pages 2 and 3.
2. Print the attached Exhibits A-C and have the authorized representative initial and date the bottom of each page.
3. Submit an original [Certificate of Vote](#) signed and notarized.
4. Submit a current certificate of insurance in compliance with our coverage requirements as outlined in the Grant Agreement. The Certificate Holder should be "State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095."

Please return **single-sided hard copy versions** of the completed documents to:

NH Department of Environmental Services
Attn: Jennifer Brady, Wastewater Engineering Bureau
29 Hazen Dr, PO Box 95
Concord, NH 03302-0095

Once the required paperwork is returned, NHDES will submit the funding package to Governor and Council for approval. Please note that any work funded by the grant cannot be completed until after it has been approved by Governor and Council.

Funding recipients must follow procurement requirements which are further detailed in the grant agreement, **EXHIBIT A SPECIAL PROVISIONS**. Recipients are responsible for ensuring that any procurement using State and Local Fiscal Recovery Funds (SLFRF), or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320.

Please contact me if you have any questions about the grant agreement.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Brady".

Jennifer Brady
Cybersecurity Grant Program Coordinator
Wastewater Engineering Bureau
(603) 271-0734
Jennifer.E.Brady@des.nh.gov

Cc: Stephanie Nistico, NHDES

Attachments: Grant Agreement
Exhibits A-C

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Town of Milford		1.4. Grantee Address 564 Nashua St, Milford, NH 03055	
1.5. Grantee Phone # 603-365-1750	1.6. Account Number 03-44-44-440010-2476-072	1.7. Completion Date 6/1/2024	1.8. Grant Limitation \$ 100,000
1.9. Grant Officer for State Agency Jennifer Brady		1.10. State Agency Telephone Number 603-271-0734	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1 John Shannon, Town Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)			
By: On: / /			

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

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

Grantee Initials _____

Date _____

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

**BOARD OF SELECTMEN
DEPARTMENT OF PUBLIC WORKS**

The parks departments maintains the pool area for the chemicals daily, this is a seven day a week task from June to August. That being said on Saturday's and Sundays we have a crew member that has to be certified for the chemicals to install in the filters. This is done at 6:00 am so that it can circulate before the pool opens.

I've noticed that the personal doing this are only getting paid for the time they are in, which is about one hour or so.

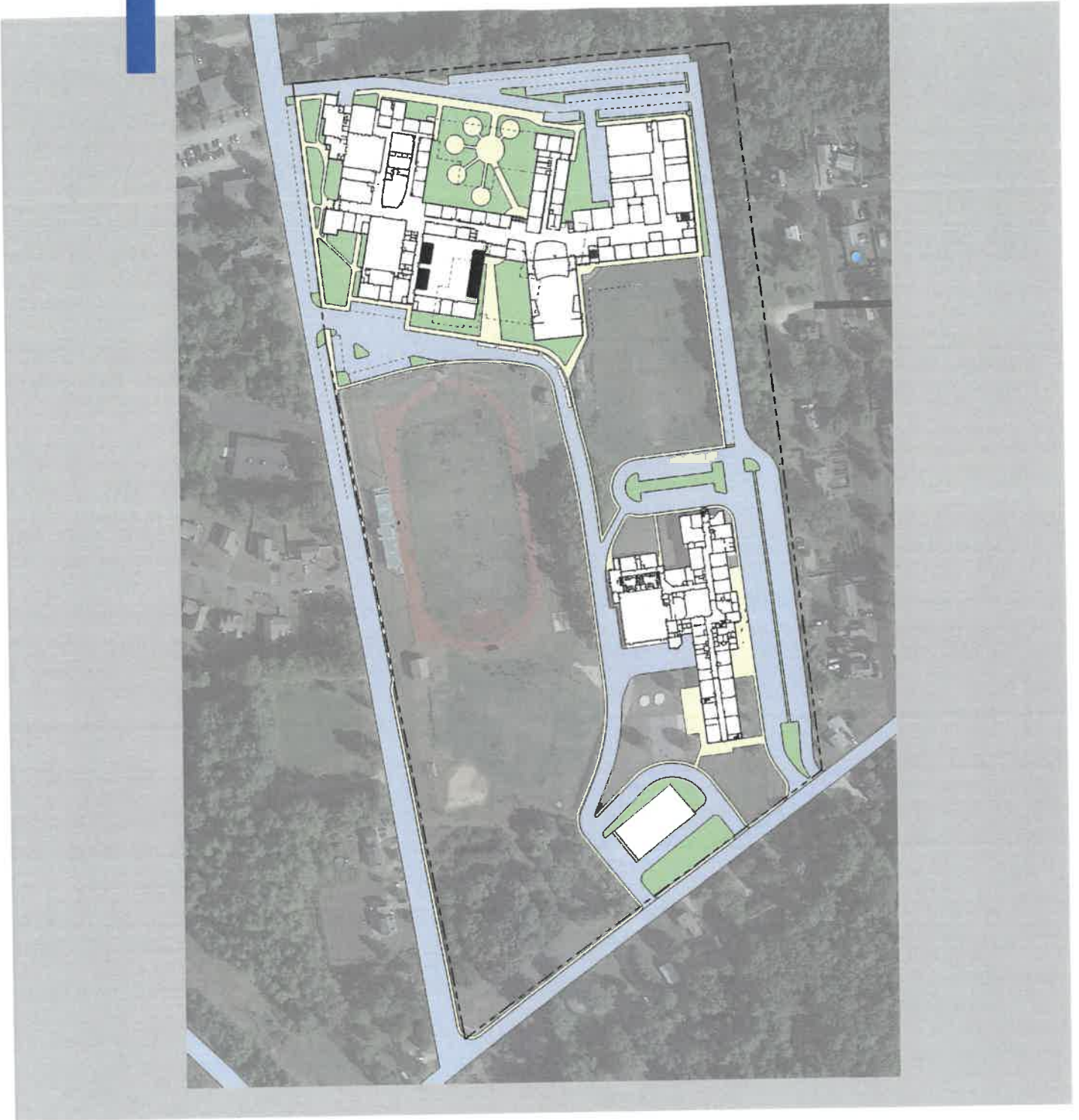
I would like to pay the person that does the CALL IN for their service. All other CALL IN's are for a three hour minimum. These employees are getting up on the weekends and disrupting their days off to make sure the residents are all set for the day. I feel that they should get the standard CALL IN time to show appreciation and gratitude for the service they are doing for the town and disrupting their personal time for an hour of work.

Finance has directed me to obtain Board approval. The CALL IN was approved many years ago and I recently found out that it was stopped. I recommend reinstating this procedure.

Thank you

Leo Lessard

Publics Works Director

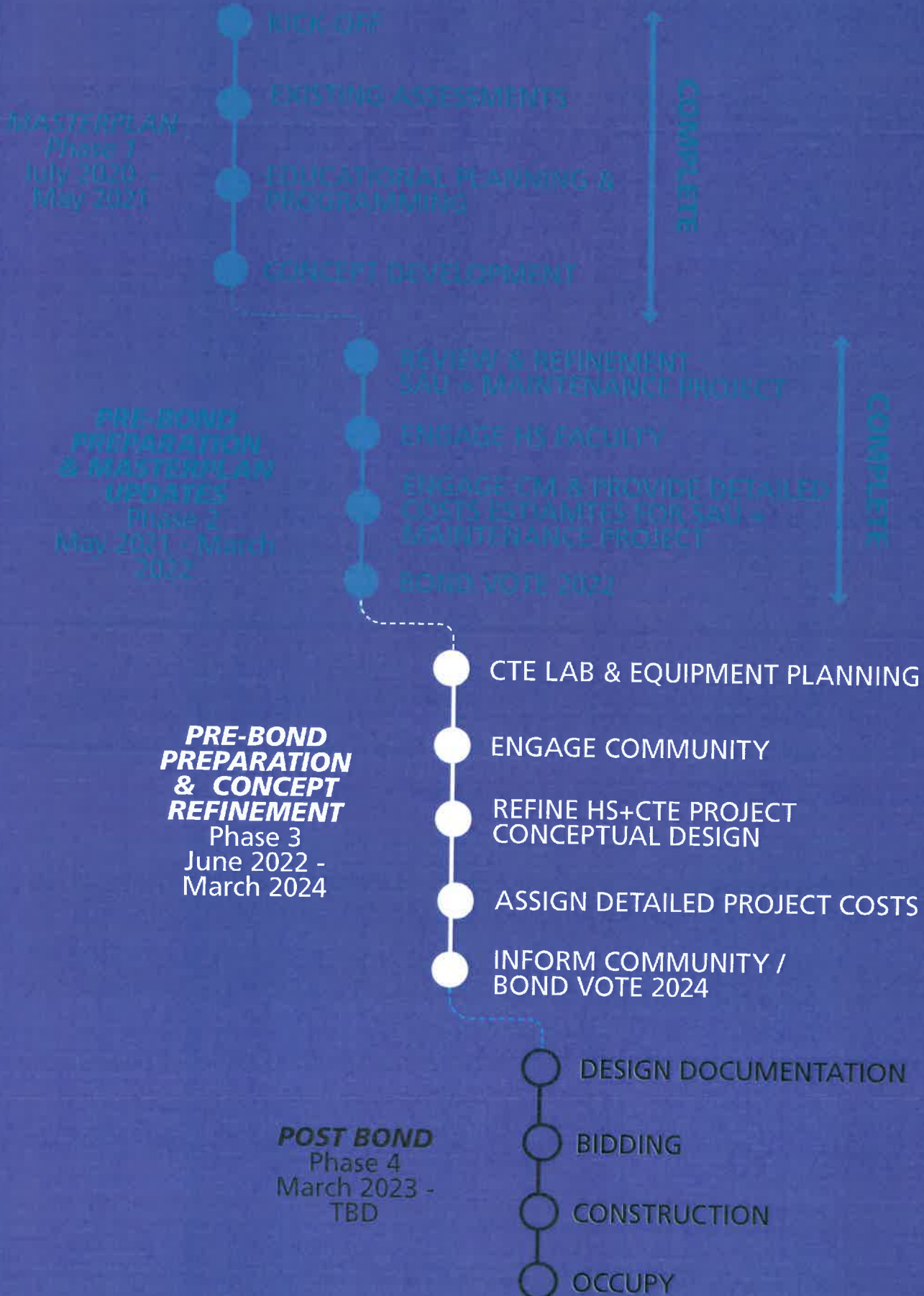


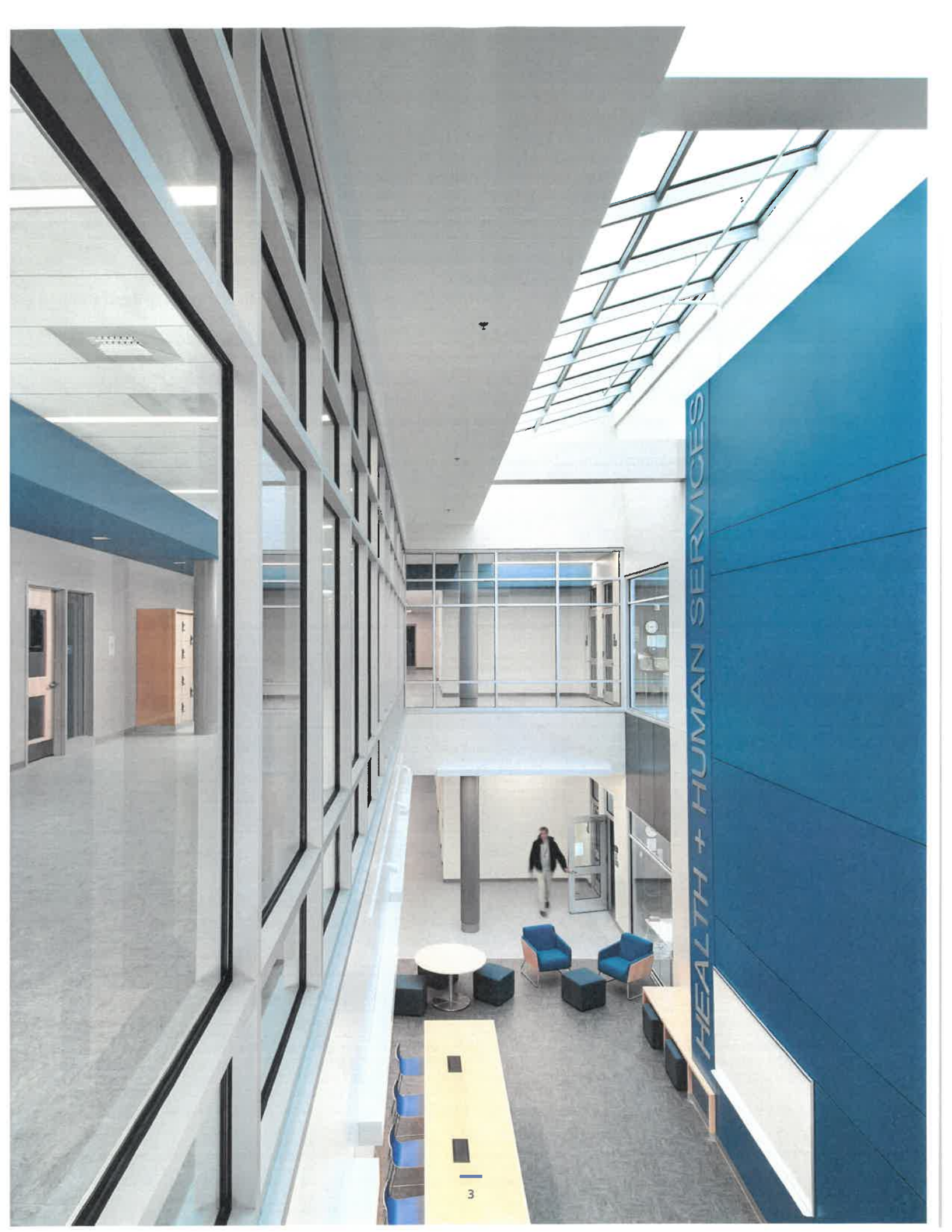
**LAVALLEE
BRENSINGER**
ARCHITECTS

Milford School District
Pre-Bond Preparations

June 1, 2022

Project Process





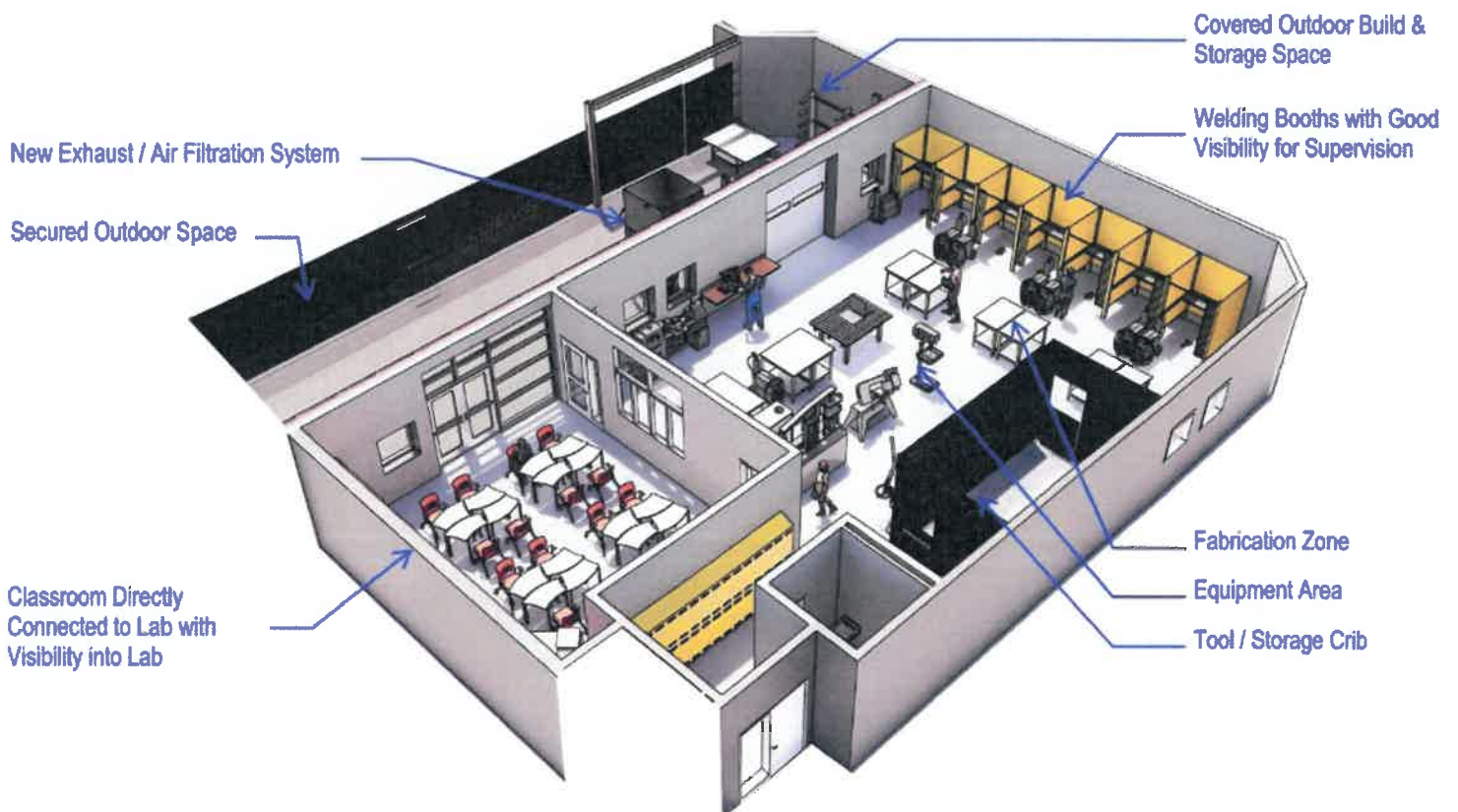
HEALTH + HUMAN SERVICES

Task 1: CTE Lab and Equipment Planning

CTE Lab Planning is an extensive process, aligned with the State's expectations for project funding. LBA's services will include the following during this phase

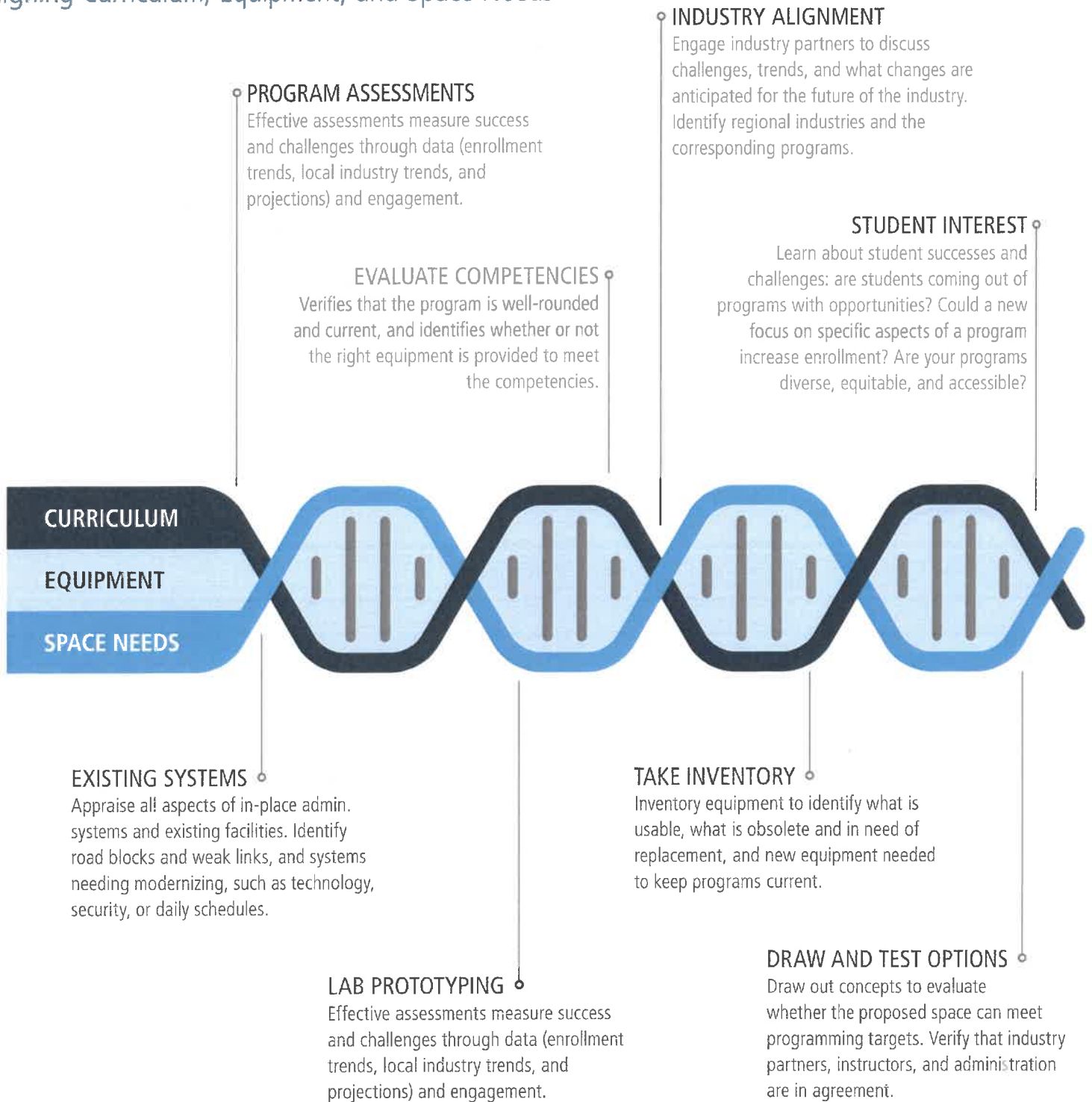
- Assist your CTE Director and Educators to review current programs, competencies, industry alignment, and student interest. While the Educators and Director lead this effort, our responsibility will be to ensure the labs and equipment are well coordinated with these findings. We will coordinate with your Director and the State to ensure all of these tasks are well aligned to allow your CTE project to receive state funding.
- Evaluate each of your CTE Labs for safety, code compliance, and space needs predicated by the program information above.
- Meet with each CTE teacher to review their space and equipment needs for their program.
- Create conceptual lab prototypes for each CTE program.
- Review and refine the Lab Prototypes with each CTE teacher and the CTE Director. Incorporate input from each Program Advisory to refine the Lab Prototype
- Cooperate with the CTE teacher and the CTE Director to create an equipment list for each lab (existing and proposed).
- Create a comprehensive budget for the CTE project, aligning with State standards and rules.
- Cooperate with the CTE Director and School Administration to meet with the State and review the Lab Prototypes, Competencies, Industry Standards, Equipment lists, and Budgets to ensure compliance with State Funding requirements.
- Create select 3D renderings of some CTE Labs to communicate scope and needs for CTE programs with the Milford Community

Example of 3D Image of Welding Lab
Sugar River Valley Regional Technical Center, Newport
Passed Bond Vote March 2022



CAREER TECHNICAL EDUCATION PLANNING

Aligning Curriculum, Equipment, and Space Needs





3D modeling is used to map the layout of equipment in adherence to spatial requirements and manufacturer clearance requirements, which are critical

EQUIPMENT PLANNING SPECIALISTS

Career Technical Education Equipment Planning

As technology advances, so do requirements and proper equipment planning. Each project—and the industry it serves—is unique, and every space needs to address the program’s technical focus while remaining flexible for future growth and adaptability. The design of technical spaces is driven by the equipment needed to support users of the facility: a process we will guide you through, which we have organized into our proven and in-depth 6-step equipment planning process.

1

VISION

The foundation of successful design is great communication. We engage stakeholders to clarify goals, expand thinking with regard to architectural possibilities, and develop targeted, innovative, and dynamic solutions.

2

MECHANICS

Taking the time to gather equipment data from clients, partners and manufacturers and understanding the technical details, uses and installation of critical equipment.

3

CONSENSUS

Achieve well-informed decision making and user buy-in. Clear documentation with realistic equipment facilitates visualization and allows for valuable input from various stakeholders.

4

REFINEMENT

Proper planning allows for integration of multiple principles. Space planning needs to account for site specific conditions, plan for flexibility regarding advancements of technology and industry, constructability, and budget constraints.

5

COORDINATION

Equipment is integrated with architecture, utilities, lighting, acoustics, mechanical and electrical engineering. Building information modeling and strong consultant partnerships minimize construction conflicts and delays.

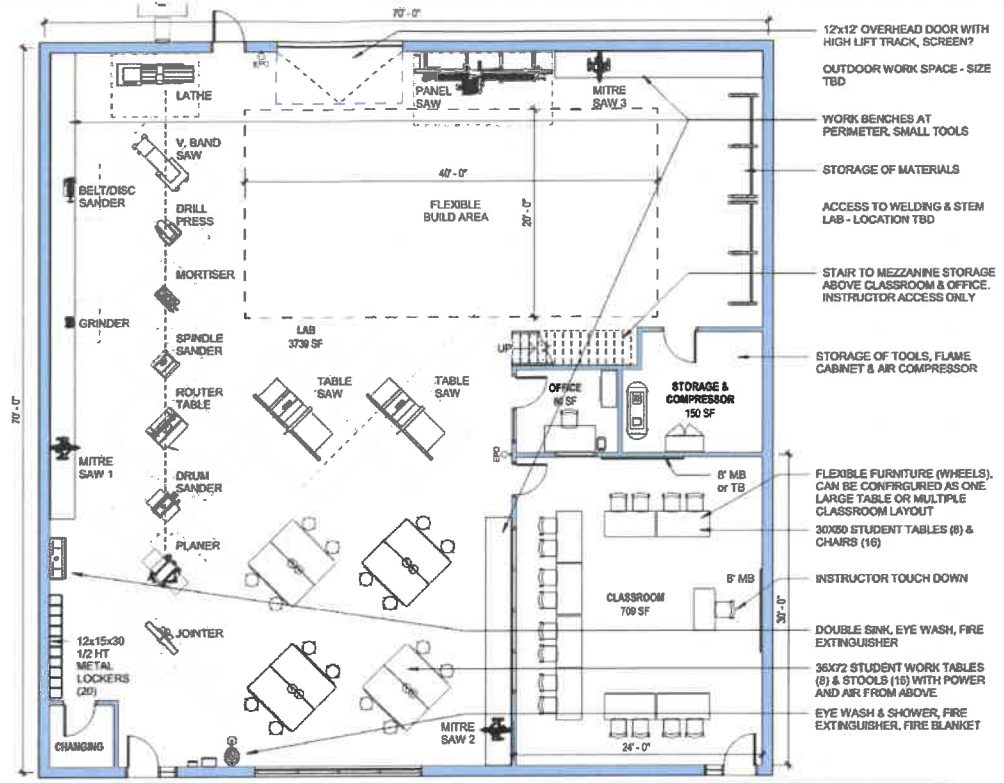
6

IMPLEMENTATION

As a trusted partner through the entire design process, we oversee plan execution during construction, installation, and use of equipment.

Lab Prototypes outline requirements for each technical space.

- DEPARTMENT: BUILDING TRADES
- EXISTING PROGRAM AREA: 4150 SF
- PROPOSED PROGRAM AREA: 3864 SF
- PRIMARY ROOM: LAB
- ROOM NUMBER: 23
- PRIMARY ROOM AREA: 3739 SF
- ARCHITECTURAL FINISHES:
 - FLOORING: CONCRETE, RESILIENT IN CLASS
 - WALL BASE: MASONRY
 - WALL FINISH: MASONRY
 - WALL PROTECTION: MILLWORK / CASEWORK
 - COUNTERTOP: PAINT, ACT IN CLASS & OFFICE
 - CEILING: PAINT, ACT IN CLASS & OFFICE
 - TEXTILES: COMMENTS:
- DOORS & HARDWARE:
 - DOOR TYPE & FINISH: STOREFRONT AT CLASS, 3/8" LAMIN
 - FRAME TYPE & FINISH: COMMENTS:
 - DOOR HARDWARE: COMMENTS:
 - WINDOWS & GLAZING: COMMENTS:
- SPECIALTIES:
 - SIGNAGE: COMMENTS:
 - CASEWORK: COMMENTS:
 - OTHER: COMMENTS:
- FURNITURE & EQUIPMENT:
 - FURNITURE, EQUIPMENT AND APPLIANCES AS NOTED IN ADJACENT PLAN
 - ADDT. NOTES: ACCESS TO STEM LAB
- STRUCTURE:
 - STRUCT. SPECIALTIES: COMMENTS:
 - OTHER: MISC METALS RAILINGS
- FIRE SUPPRESSION SYSTEM & HEAD TYPE:
 - OTHER: COMMENTS:
- PLUMBING:
 - FEATURES: 2 FAUCET TROUGH
 - GASES & VACUUM: COMPRESSED AIR THROUGHOUT LAB
 - OTHER: EMERGENCY EYE WASH & SHOWER?
- HVAC:
 - SYSTEM: COMMENTS:
 - TEMP / HUMIDITY: COMMENTS:
 - CONTROLS / OTHER: DUST COLLECTION SYSTEM
- ELECTRICAL:
 - POWER: OVERHEAD POWER AT FIXED EQUIPMENT
 - LIGHTING: HIGH BAY, 2X2 IN CLASS & OFFICE
 - CONTROLS / OTHER: MULTIPLE OUTLETS AT BENCHES
- COMMUNICATIONS:
 - VOICE / DATA: WIFI IN LAB & CLASS
 - AUDIO-VIDEO: SHORT THROW PROJECTOR IN CLASS?
 - SECURITY: COMMENTS:
 - SPECIALTIES: COMMENTS:
 - OTHER: COMMENTS:



Central Vermont Career Center

Building Trades

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

12.2

OPTIMAL LAYOUT CONCEPT DESIGN

09/21/20

LAVALLEE|BRENSINGER ARCHITECTS

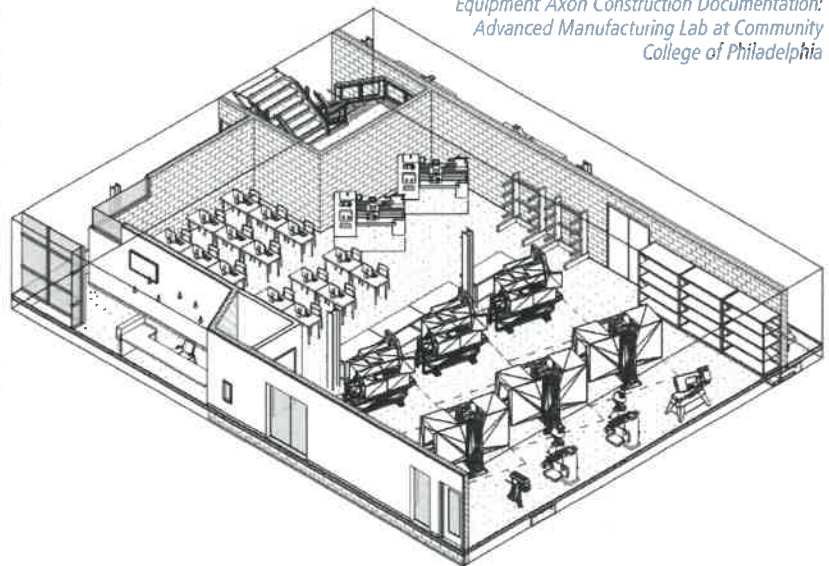
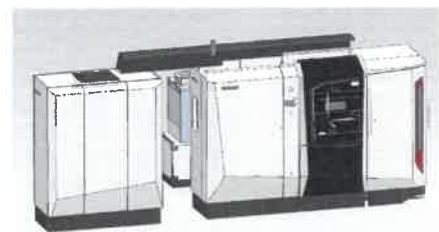
Equipment Spreadsheets document technical requirements to be coordinated with engineering

Community College of Philadelphia West Regional Center - Career Advanced Technology Center

Furnishings and Equipment				AM - CNC Lab & Classroom						Add'l Info	Notes	Confirmed
Basic Information				Utility Information								
JBA Equipment Number	Description	Quantity	Manufacturer/Model	Anticipated Total Cost (Estimate)	Ventilation Requirements	Plumbing or Gas Needs (HW, CW, Waste, Steam)	Data Connections	Electrical needs (Amperage, KW, Voltage, Phase, HP, Connection type)	Utility Upgrades to Existing Required?	Cutsheet or Web Info Link		
CNC-01	CNC Machine (M8)	2	Haas TL-1	\$35,000								
CNC-01	CNC Machine (M8)	1	with accessories + tool turret, handwheels, probing, etc	\$5,000				see photos				
CNC-02	Toolroom Lathe	2	Haas TM1-P	\$20,000								
CNC-02	Toolroom Lathe, existing	1		\$5,000				see photos				
CNC-03	Manual Lathe	1		\$32,000								
CNC-03	Manual Lathe, existing	1		\$5,000				see photos				
CNC-04	3 knee Vertical Mill	1		\$24,000								
								Motor: 220V 3Ph 1.4A; Duple				

Equipment Axon Construction Documentation: Advanced Manufacturing Lab at Community College of Philadelphia

Additive manufacturing machine



Career Technical Education Program Expertise

Accounting

Agriculture

Automotive Technology

Banking and Finance

Bio Technology

Building Trades

Business and Marketing

Computer Assisted Drafting and Design

Cosmetology

Culinary Arts

Electrical and Residential Wiring

EMS and Fire Fighting

Environmental Science and Technology

Foundations in Education

Graphic Design and Photography

Health Sciences and Occupations

Heating, Ventilation, and Air Conditioning

Hospitality

Information Technologies

Law and Public Safety

Media Communications

Plumbing

Precision Manufacturing

Pre-Engineering / Engineering

Robotics

Science, Technology, Engineering, Math

Video Production & Photography

Welding and Fabrication

Wood Manufacturing

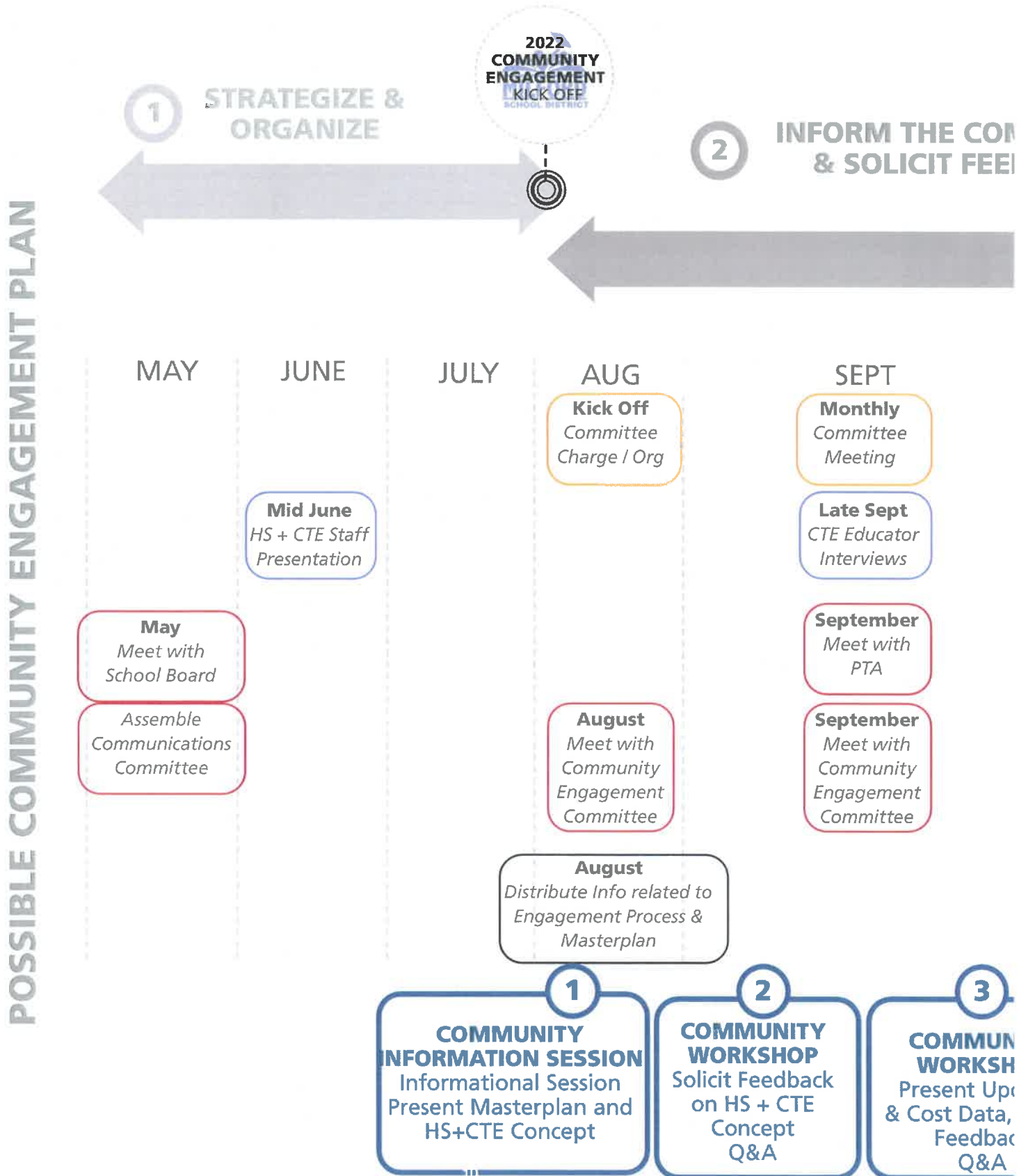




Task 2: Community Engagement

Our Masterplan Efforts introduced the issues and the initial solutions to the School Board. What is needed now is to solicit feedback from your Community through a series of meetings and presentations aimed at both informing your community as well as gathering input. The Community Engagement approach will include the following efforts from LBA:

- Assist you to Identify meetings / events / online meetings that will maximize community input (example below)
- Develop marketing material needed to support each meeting - Boards, Flyers, presentations, etc
- Assist you to Meet with town groups - Selectmen, PTA, Etc



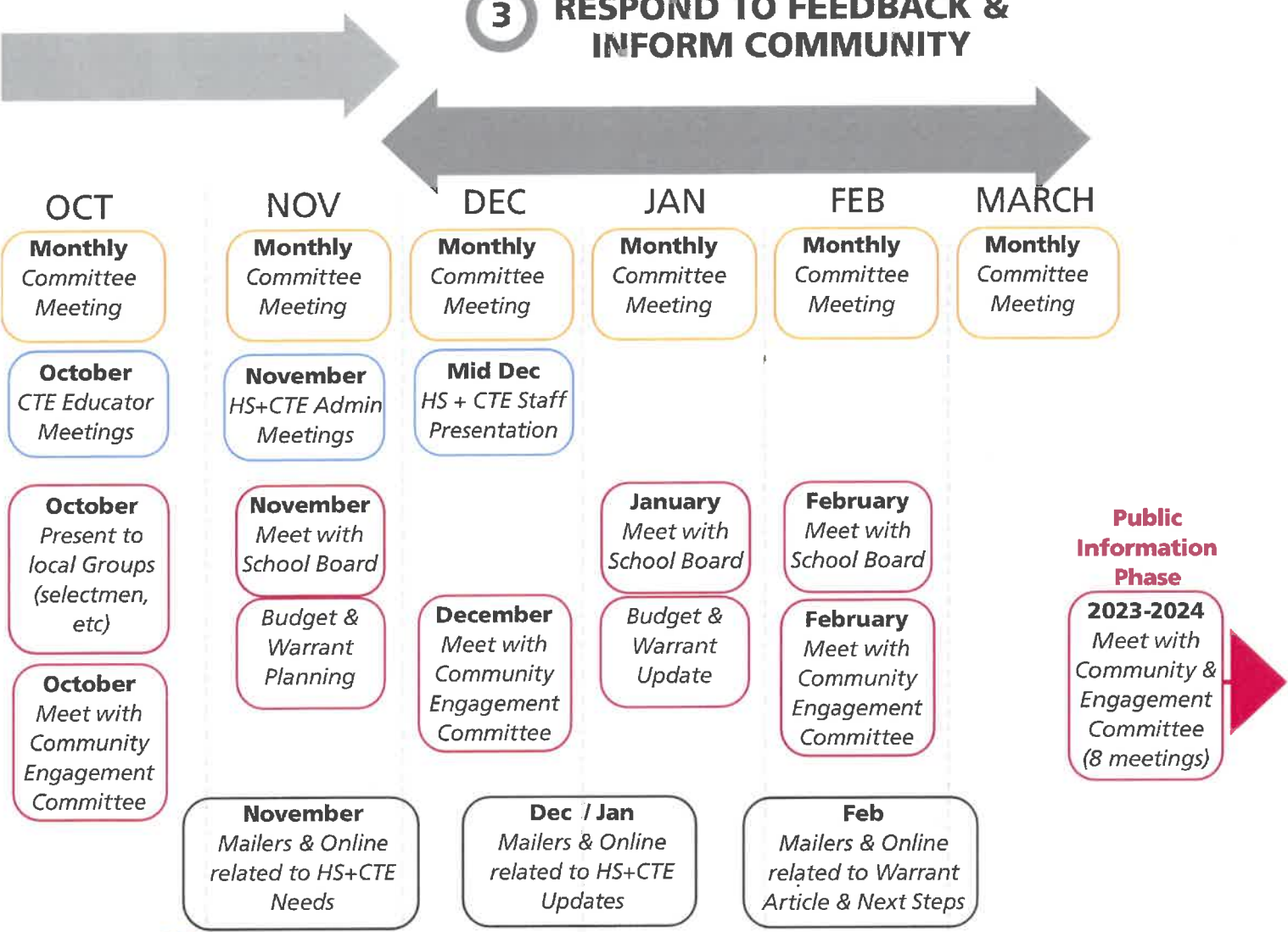
- Assist you to Host 4 community forums - Zoom or in person, which ever the district prefers.
- Assist you to Meet with local officials
- Provide feedback and content for project website
- Meet with your Community Engagement Committee and School Board to review feedback received at the community engagement sessions

Meetings

For the purposes of this proposal, we have assumed our attendance at four public meetings, plus eight Committee / School Board meetings (work sessions). We assume that meetings will be a mixture of in-person and online type formats.

UNITY ACK

3 RESPOND TO FEEDBACK & INFORM COMMUNITY



4

COMMUNITY PRESENTATION
Present Updates & Cost Data
Q&A

s
cit

“

[The team] is a key reason that this **project was embraced by the community and ultimately endorsed by the voters.**

[The team] was able to convey information about the project in a clear manner, and can respectfully incorporate people's ideas and suggestions into the project.

”

David Theoharides, *Former Superintendent*
Sanford School Department





Task 3: Revise / Refine / Update Conceptual Design

Based on the feedback received during Community Engagement, and the Lab Prototypes developed during the CTE Planning process, we will update the Conceptual Design for the Milford High School and CTE project. Deliverables will include the following

- Review design with Interior Designers and the client. Review material preferences through interviews of your facilities staff and appropriate officials to discuss the conditions of the buildings and current issues known by those who maintain and service them daily.
- Update floor plans and conceptual site plans
- Provide select exterior and interior renderings to reflect decisions on massing, scale, floor plan and material choices.
- Provide plans which depict scope of the project including material call-outs, assemblies, ceilings, demolition scope, and narratives which would allow a Construction Estimator (task 4) to assign a detailed cost to the project.

Task 4: Detail Cost Estimating

We will engage a Construction Estimator to evaluate the costs of the proposed solution, present options for consideration which effect the conceptual design, and create a current total project budget for consideration in March of 2024. The construction estimator will provide a detailed cost break down of the project for your review, by trade and division. Lavallee Brensinger will use the Construction Estimate to create a total project budget including soft costs, equipment costs, contingencies, escalation, etc.

Task 5: Inform Community

We will continue to cooperate with your School Board and your Community Engagement Committee to take part in informing the Milford Community. From March of 2023 through March of 2024 we will prepare for and attend an additional 8 meetings and provide graphic materials and support (created in previous phases) along with responses to frequently asked questions for the purposes of getting the correct information out and allowing for a well-informed public bond vote in March of 2024. This phase may be billed hourly at request of the District.



Estimated Fees

The fees below represent the effort we feel described herein to create a quality solution for the Milford School District and a justifiable and accurate cost for both the High School and CTE Renovation Project at. As always, should these fees or Scope of Work described herein not meet your expectations, please give us a call so that we may align it with your needs and your budget.

Work Category	Fee (\$)
CTE Lab & Equipment Planning	\$30,000
Community Engagement	\$28,000
Update / Refine Conceptual Design	\$11,500
Detailed Cost Estimating	\$10,500
Community Information Campaign	\$10,000
Printing Costs for Marketing Materials July-March 2023	\$10,000 Allowance
TOTAL:	\$100,000

Additional Services/Costs to Consider:

The services below fees below represent the optional services Milford may wish to perform as part of this effort, including allowances we would anticipate need to be budgeted for

MEP/FP Conceptual Engineering	\$10,000
Civil Conceptual Engineering / Site Planning	\$25,000
Structural Conceptual Engineering	\$7,500
Surveying	\$32,500 Allowance
Printing Costs for Marketing Materials for March 2024	\$30,000 Allowance
TOTAL OPTIONAL SERVICES:	\$105,000

7/25/2022

4. a) 1) Acceptance and Appropriation of Unanticipated Revenues under \$10,000

PUBLIC HEARING FOR THE PURPOSE OF AUTHORIZING:

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

\$5,000.00 NH Charitable Foundation - Amato Family Fund
Donation for the completion of the granite stage project at Keyes Memorial Park.
See attached memo from the Community Development Director.

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

None at this time.



TOWN OF MILFORD, NH
OFFICE OF COMMUNITY DEVELOPMENT

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

Date: July 18, 2022
To: Board of Selectmen
CC: John Shannon, Town Administrator
Paul Calabria, Finance Director
From: Lincoln Daley, Community Development Director
Subject: Donation of Funds – Stage Project

This memorandum serves as a request of the Board of Selectmen to accept the donation from the Amato Family Fund / NH Charitable Foundation of \$5,000 for the completion of the granite stage project located at the east entrance to Keyes Memorial Park (former Fletcher Paint Superfund Site). See attached award letter.

Once accepted by the Board, the Town will receive the \$5,000 award then transfer said funds to the Milford Improvement Team to be used for subject project.

Should you have any questions and/or require further information, please do not hesitate to contact me.



NEW HAMPSHIRE
CHARITABLE FOUNDATION
37 Pleasant Street
Concord, NH 03301

1665 707



Town of Milford, NH
One Union Square
Milford NH 03055-4230



PAYMENT SUMMARY

GRANT ID: **GE-DA022-144044-1** CHECK AMOUNT: **5,000.00**
CHECK DATE: **06/16/2022**

GRANT PURPOSE:	AMOUNT
for The Stage	5,000.00

PLEASE REFER TO EMAILED GRANT AWARD LETTER FOR DETAILS OF THIS PAYMENT.
By cashing this check you agree to comply with New Hampshire Charitable Foundation's Terms of Award. To view the Foundation's Terms of Award and Frequently Asked Questions, please visit <http://www.nhcf.org/TermsOfAward>. Email checkmint@nhcf.org with updated email addresses or questions that are not answered in the FAQ.

(Detach Here)

NEW HAMPSHIRE
CHARITABLE FOUNDATION
37 Pleasant Street
Concord, NH 03301

54-153/114

06/16/2022 0000267856

FIVE THOUSAND DOLLARS 00 CENTS

\$*****5,000.00

TO THE ORDER OF: **Town of Milford, NH
One Union Square
Milford NH 03055-4230**

Citizens Bank
875 Elm St
Manchester, NH 03101

Michael S. [Signature]

⑈0000267856⑈ ⑆011401533⑆ 3305127351⑈

4. a) 2) Approval to Waive Interest - per Board Approval of NH RSA 79E, 154 Elm Street, Milford NH (Wilsky Investments, LLC)

MEMORANDUM

To: Board of Selectmen
Cc: John Shannon

From: Kathy Doherty, Tax Collector

Date: July 18, 2022

Subject: Request to waive interest

79-E:2 Community Revitalization Tax Relief Incentive program was approved on June 13, 2022 for the property located at 154 Elm Street.

At that time, the tax warrant had been approved and the first billing of 2022 was complete..

Due to the large disparity between the amount billed of \$15,004.70 and the amount due \$5,917.05, which includes the incentive, interest continues to accrue on the account.

I am requesting interest be waived until the final billing of 2022, at which time the billing will correct itself.

Should approval be granted, I request you sign the attached form, authorizing me to waive interest until the final billing later this year.

Respectfully,
Kathy Doherty



Real Estate Interest Waiver Approval Form

TO: Kathy Doherty, Tax Collector

FROM: Board of Selectmen

Date: 07/25/2022

Approval to waive interest accruing on the property listed below, due to the decision made through majority vote by the Milford Board of Selectmen June 13, 2022, for the Community Revitalization Tax Relief Incentive Program under RSA 79-E.

Tax Period of Interest Waived: July 2, 2022 – December 01, 2022

Property Owner: Wilsky Investments, LLC

Property Location(s): 154 Elm St., Milford, NH

Chairman

Vice-Chairman

Selectman

Selectman

Selectman

Selectmen of Milford, New Hampshire

NOTICE OF INTENT TO EXCAVATE

RSA 72-B

4. a) 3) Approval of Notice of Intent to Excavate, Map 3 Lot 12

For Tax Year April 1, 22 to March 31, 23

(Assigned by Municipality)

YR - TOWN - OP# - **E**

PLEASE TYPE or PRINT (If filling in form on-line; use TAB key to move through fields)

- Town/City of: Milford
- Tax Map/Block/Lot #: 3-12
- Name of Access Road: North River Rd.
- Total Acreage of Lot: 31
- Date of Permit per RSA 155-E:2: 4/15/21
or (Municipal Excavation Permit)
- Date of Report, if required, per RSA 155-E:2, 1 (d): _____
- Permit Number per RSA 485-A:17, if any: SP2021-08
20201116-157 (Alteration of Terrain Permit)
- Incidental Construction/155-E:2-a Exception: Check if YES
- Total Permitted Area (acres): 0
- Excavation Area (acres) as of April 1: 2
- Reclaimed Area (acres) as of April 1: none
- Remaining Cubic Yards of Earth to Excavate: 70
- Type of Ownership:
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	30,000
SAND	40,000
LOAM	
STONE PRODUCTS	
OTHER ()	
TOTAL	

15. CHECK THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100 FEE (check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

Andrew Gardent AG
PRINT CLEARLY OR TYPE NAME OF OWNER

Krista Gardent 7/18/22
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED

Krista Merelo 7/18/22
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE) DATE SIGNED

10 Edwards St.
MAILING ADDRESS

Wilton NH 03086
CITY OR TOWN STATE ZIPCODE

kristagardent@yahoo.com
E-MAIL ADDRESS

603-562-0605
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 7/18/22

E-MAIL REPORT & CERTIFICATE? YES NO
If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

Amount of Security Required \$ _____

Security Posted (Bond, Certified Check, etc.) \$ _____

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS & DATE

The Municipal Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- All owners of record have signed the Intent;
- If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
- The form is complete; and
- Any bond required under RSA 72-B:5 has been received.
- The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN

SIGNED COPY TO - OWNER, RETURNED BY MUNICIPAL ASSESSING OFFICIALS

SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

5. Town Status Reports

Town Status Reports – July 25, 2022

1. **ARPA Funding** – The town staff along with the Water and Sewer Departments and the Wadleigh Library has prepared a list of possible projects on which the remaining American Rescue Plan Act (ARPA) funding may be used. The BOS will make their decisions based on information provided by a project's sponsor and the current list can be found on the town website under the '2023 Budget' tab.
2. **Capital Improvements Program (CIP)** – The CIP Committee deadline for any and all submissions for the 2023-2028 CIP has passed. The committee will start meeting in the August to discuss all submitted items and the remaining items from the previous list. They intend to complete their review by the early October 2022.
3. **FY 23 Budget Cycle Schedule** – The FY 2023 Budget Cycle Timeline has been developed by Town staff in cooperation with the Budget Advisory Committee. It can be found on the town's website by clicking on the '2023 Budget' tab. Other information concerning the budget process will be placed in the same location as it becomes available.

*** Any questions or concerns about any of these items may be directed to the Town Administrator's Office.**

**AMERICAN RESCUE PLAN ACT (ARPA) FUNDING
2022 PROPOSED MILFORD PROJECTS
(PRELIMINARY LIST - NOT FINALIZED)
SUBJECT TO CHANGE**

July 21, 2022

DEPARTMENT	PROJECT NAME	ESTIMATED COST	YEAR FUNDS REQUESTED	DEPARTMENT PRIORITY	T.A.PRIORITY	BOS PRIORITY
EMER SERVICES	FEDERAL HILL COMMUNICATIONS TOWER	\$315,000	2022	1 of 1	1	
ADMIN	TOWN HALL HVAC SYSTEM	\$550,000	2022	1 of 1	6	
WATER/DPW	NASHUA ST. WATER MAIN/CULVERT REPLACEMENT	\$475,000	2022	1 of 1	8	
WATER	PENNICHUCK BOOSTER PUMP STATION DESIGN	\$110,000	2022	1 of 1	2	
AMBULANCE	NEW AMBULANCE EQUIPMENT	\$125,000	2022	1 of 2	7	
WADLEIGH LIBRARY	HVAC SYSTEM	\$877,000	2022	1 of 1	9	
IT DEPARTMENT	CYBER SECURITY/FIBER INSTALL	\$100,000	2022	1 of 2	4	
AMBULANCE / FIRE	N95 & SCBA QUANTITATIVE FIT TESTING DEVICE	\$19,110	2022	2 of 2	10	
RECREATION DEPT	RECREATION REVOLVING FUND - LOST REVENUES	\$86,987	2022	1 of 1	11	
COMMDEV	2022 GAP FUNDING FOR TOWN ENGINEER POSITION	\$35,000	2022	1 of 1	3	
COMMDEV	PERMITTING SOFTWARE SYSTEM	\$50,000	2022	1 of 2	5	
	TOTAL FUNDS REQUESTED	\$2,743,097				

5. 4) MACC Base Update



Town of Milford

POLICE DEPARTMENT

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

Michael J. Viola
Chief of Police



July 20, 2022

To: Board of Selectman
John Shannon

Members of the BOS,

The MACC Base Board of Governors had scheduled a meeting on May 12, 2022 when the first 5 action items that were presented by Chairman Board of Governor Jay Wilson, Mont Vernon. After we reviewed them, I told the two other Board of Governors that Milford would not agree to these points and has not done so since the proposed 2018 agreement. These action items have been discussed since 2018 amongst our Board of Selectmen along with the other two member Towns in joint meetings. These action items have never been agreed to by the Town of Milford.

At the Town of Milford's Board of Selectmen meeting that was held on May 23, 2022, we discussed the draft copy of the 2023 5-year IMA agreement. There were also five action items brought forward by Chairman Jay Wilson of Mont Vernon, (A thru E), that were attached for the Board's review, no discussion took place on those action items. At our BOS meeting we reviewed the 2023 draft IMA for which you have already made your suggestion of small language modifications, accepting the draft to be approved by Milford at a future date.

The MACC Base Board of Governors had a scheduled meeting on June 15, 2022. During this meeting one of the action items that was going to be discussed was in reference to the 2023 IMA. During this discussion, BOG members brought information that they received from their Board of Selectmen. The Mont Vernon Board of Governor, Jay Wilson proposed four (A thru D) action items that he had received from his board that he wanted to discuss. It is unclear at this time if the Town of Mont Vernon were making these suggestions prior to agreeing to the signing of the currently proposed (draft) 2023 IMA.

During our BOG meeting on June 15 2022, the Board of Governor Chairman expressed his views for Mont Vernon.

See attached action points; A thru D

Below is my position based from past conversations from what I believe to also be the majority of our BOS point of view.

- A. The Town of Mont Vernon doesn't want any Town leaving the IMA until the term is over. Any member Town if presented with a less expensive option to provide dispatching services to their

town should have that option to leave the IMA with proper notice, right now it is 12-month notice. It was brought up that if any town leaves the IMA mid-term that MACC Base could close. I told them this is not true because Milford like the other two member Towns need a dispatch center.

- B. To have a 10-year agreement with no one year escape clause from which the Town of Mont Vernon is suggesting may require a Town vote and should have the cost of a ten-year agreement presented to the voters. The cost of each year and the projected cost at the close of the agreement ten-year period.
- To answer the other statement for bonding each town will hold their own debt.
- C. As your Board Representative I present your views to the Board of Governors. I do not feel that they need two individuals from Milford in order to have the two votes. It appears that they want Milford to have split views so that there could be some leverage in reference to Capital expense votes. Again, I have done this for several years and my two votes are in line of what our Board of Selectmen want in regards to MACC Base. Currently we have two votes, which gives us the majority decision. Based on what our costs are that should remain the same.
- D. Mont Vernon list this action item as a “negotiation point”. (Based off of prior conversations as splitting Capital Expenses at 33%.)
- Each town should place a warrant article to their town body for any capital expense for MACC Base. This would be paid for equally by each member town, one-third each or 33%.
 - In the proposed 2018 IMA that Mont Vernon and Wilton agreed upon. The difference in what they proposed is that the cost would be divided by the current IMA percentage of the operational budget, which Milford would pay 71% of a capital expense.
 - Mont Vernon explains why they don’t want to pay for any Capital Expenses equally. As the Chairman has stated before he believes in a regional dispatch center but he feels, Mont Vernon pay’s too much for their current dispatching needs. Mont Vernon states in action letter “D” that Mont Vernon should only be responsible for 22% of any capital expense. Placing 5.5% more cost onto each of the member Towns of Milford and Wilton.
 - Mont Vernon wants Milford to continue to pay 71% of all expenses and or 38.5% of an “equal” partnership of capital expenses of MACC Base.

At the end of the Board of Governors meeting Chairman Wilson stated that Mont Vernon will sign our currently proposed 2023/ 5-year IMA agreement. But is requesting from his Board of Selectmen that the three towns again hold a meeting to discuss Mont Vernon’s action points. I stated that the above points have been discussed since the 2018 proposed IMA and that the above points were not agreeable to the Town of Milford.

We held a Board of Governors meeting on July 20, 2022 at 0830, Town of Mont Vernon Fire Station.

At the meeting on July 20, 2022, Chairman Wilson stated that Mont Vernon will sign the 5-year agreement as presented but wanted to start group discussions with each member Town to discuss points that each Town wants to address in the next IMA. Mont Vernon has provided a starting point.

The Town of Wilton BOS, has not made any decision on the current draft 2023 IMA.

As your Board of Governor, I strongly believe that the current 2023 proposed 5-year IMA should be signed by each town to have stability within MACC Base. This time frame will allow Milford and Wilton to continue to build on the new infrastructure that has been put in place this year for each Town and MACC Base.

Capt. C. Frye
BOG Member

Mont Vernon Action items on May 23, 2022

- A. We remove the section that allows Milford, noticing, leaving macbase with notice, Milford to stay for the ima term
- B. 10-year ima, as a minimum
- C. Remove weighted vote with only one representative, ie: milford must have two representatives at meetings [from different agencies]
- D. Negotiation point: Mont Vernon does not have ems, thus 33% should be reduced by 11% [pd is 45%, ems is 25%, fd is 25%, dpw is 5% as an estimate] Reason for 11% vs 13%, is pd or fd may call for ems and macbase has to call Amherst ems; and then take into consideration that we are not a 24hr pd response
- E. Mont Vernon is already paying more to be a voting member, than we would as a customer, we don't have an ambulance or 24hr pd – wilton and milford do

Mont Vernon Selectmen Feed Back on IMA From June 15, 2022

- A. We remove the section that allows noticing of leaving macbase with notice, ie: town to stay for the ima term with regards to long term investment
- B. 10-year ima, as a minimum, if towns bond for infrastructure upgrade
- C. Remove weighted vote with only one representative, ie: milford must have two representatives at meetings [from different agencies]
- D. Negotiation point: Mont Vernon does not have ems, thus 33% should be reduced by 11% [pd is 45%, ems is 25%, fd is 25%, dpw is 5% as an estimate] Reason for 11% vs 13%, is pd or fd may call for ems and macbase has to call Amherst ems; and then take into consideration that we are not a 24hr pd response

9. Approval of Final Minutes July 11, 2022

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

July 11, 2022

PRESENT: Paul Dargie, Member
Tim Finan, Member
Gary Daniels, Member
Laura Dudziak, Member EXCUSED
Dave Freel, Member
John Shannon, Town Administrator (remote)
Tina Philbrick, Executive Assistant
Andy Kouropoulos, Videographer

1. CALL TO ORDER, BOARD OF SELECTMEN INTRODUCTIONS & PUBLIC SPEAKING INSTRUCTIONS:
Chairman Dargie 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. – 2nd Public Hearing to Update the Current Stormwater Ordinance, Chapter 5.32 – Community Development Director, Lincoln Daley

Mr. Daley provided an overview of why the update is needed. The Town's current stormwater regulations were adopted in 2007 and do not meet the current technical requirements for stormwater retention and treatment and references are outdated. The ordinance would impact/apply to developments that disturb 20,000 square feet or larger. Mr. Daley reviewed highlighted changes to the original document. Engineering analysis and cost would depend on the size of the property and the type of the property. This permit is an unfunded mandate. GIS coordinates and files are required and Community Development can help the land owners with that.

There was some discussion of salt erosion on the roads and what the town may have to do to minimize salt/treatment. We won't have to go back and re-do previous projects but we will have to analyze any repairs and updates to all road projects. If we find contaminants we have to fix the problems.

Selectman Daniels asked if this applies to paving. Mr. Daley said Amherst Street runs off into the Soughean River, when it's re-paved; they would have to find ways to treat the water prior to it going into the river. Selectman Daniels asked if we have to pay for engineering that we did not have to pay for if this were not in effect. Mr. Daley said no.

Selectman Freel said it sound like we would need DPW to re-evaluate what they use to treat the roads and it would cost more money. Mr. Daley said the idea is to improve the water quality. All best practices could be improved upon. The containment most concerning is E.coli. Selectman Finan said he's glad we, the town, are being held responsible and not just property owners.

Mr. Daley said this is a ten year permit and we are in year four right now. It's a complex permit. Applicants will be required to provide a lot of documentation on the projects. Annual reports will have to be submitted to the Town. A templet will be developed for people to use. It would be primarily larger projects going before the Planning Board. We have seen about five so far this year; it could be less going forward. Someone from Community Development will go out and inspect the properties. They would have to figure out how this will be done. It would be similar to what we do with the building permit process. They have a permit tracking system that would remind them.

Selectman Finan said it states that the inspections would be at the land owner's expense, will there be a fee? Mr. Daley said it's up to the Board to decide the amount. It could be a minimal cost or be incorporated as part of their permit.

Selectman Daniels asked if there are landowners that would be subject to this plan now, and how would they know. Mr. Daley said it would apply to new development and it would be on their checklist of items as part as their building permit process. Selectman Daniels is interesting on knowing what kind of cost the town will be incurring if this is passed.

There was discussion about changing the square footage from 20,000 to 40,000. The town could be facing a lot of cost to do this unfunded mandate. Mr. Daley said keeping it at 20,000 would capture a larger number of projects. This is not only for the property owners; it's for the abutters as well. The erosion can be an issue for both property owners and abutters.

Selectman Finan said there is a waiver process that has some good requirements in it. He suggests a tiered process where we raise it to 1 acre but if it's less than that or greater than 5,000 then you would have these requirements. This could give another tool to regulate it a little more. He's concerned about how the waiver would work. There was additional discussion on the waiver process.

Chairman Dargie opened the discussion for public comments.

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 07/11/2022

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Chris Labonte, a Milford resident, asked if a resident would need to follow this permit if they wanted to remove and make a new lawn. Mr. Daley said if you're not changing grade, then no. Mr. Labonte asked how a homeowner would know what has to done to make these changes. Selectman Freel said the contractor would know because they have to apply for the permit. Mr. Labonte said when the contractor is finished, there isn't any more reporting. Mr. Daley said correct, but a report will be sent to the owner on a yearly basis. Mr. Labonte feels we should start with 40,000 and change it later if needed.

Selectman Finan said the waiver is actually a lowering of requirements. You still have to create less than five-thousand (5,000) square feet of new impervious surface; and do not disturb land within one-hundred (100) feet of a surface water body or wetland. There are still requirements there. There is a middle ground where you can have a lower level of requirements for the 20,000 and 40,000 and have the 40,000 kick in for everything. Mr. Daley said they may grant a waiver to any or all stormwater standards for projects that disturb less than 5,000 square feet. There were different scenarios discussed.

Dale White, a Milford resident, said the MS4 standard is important to stormwater runoff and other things but he feels that 20,000 square feet is too small, he feels that 40,000 is a better number, anything over 100,000 is dealt with by AoT requirements. The smaller number put too much pressure on homeowners. A building permit already captures run-off. This could add between a \$2,000 to \$5,000 increases to just a homeowner putting in a single family house in Milford. It can be revisited. It's a burden being put on the homeowner.

Katherine Kokko, a Milford resident, has concerns about some of the language in the permit. She asked if the updated version could be put on the website. She asked if you are looking to changing the size to 40,000 will you be also increasing the amount for parcels next to water. Chairman Dargie said no. Ms. Kokko said she is looking at this at an agricultural standpoint, how this applies. Mr. Daley said there is language in the document that lists what is exempt from this ordinance which includes agricultural and forestry practices. Ms. Kokko questioned the definition of best management practices in the glossary which implies an actual plan that needs to be put into place in order to qualify. Mr. Daley repeated that agricultural is exempt from this ordinance. Ms. Kokko asked that language put included to make this clearer. Chairman Dargie said it's pretty clear.

Paul Amato, a Milford resident, said a subdivision going to the Planning board would most likely be 100,000 square feet and then it goes to an AoT permit. We don't know what it's going to cost the town to administer this. Most homeowners don't have engineers on speed dial, so they would have to find them at a big cost. What happens if a homeowner sells their property? Some of us are trying to keep our housing cost a level so that our kids can afford to live in town. This is heading in the wrong direction. It's complicated. He feels that we should start at 40,000 square feet and see how it goes.

Selectman Daniels said a lot more work has to be done on this. We have no definition of what maintenance is. Any good law doesn't come forward filled with lots of ability with waivers. Either apply or not apply. Chairman Dargie disagrees. Relying on administration to do check on things is valid. You can't come up with rules on every scenario in the world.

Selectman Freel made a motion to increase F1 a) from 5,000 square feet to 43,560 square feet, (1 acre) instead of the 20,000 square feet as recommended by Community Development. Seconded by Selectman Daniels. All were in favor. The motion passed 4/0.

5:45 p.m. – RSA 79E Community Revitalization Tax Incentive for 54 School Street - Community Development Director, Lincoln Daley

Mr. Daley said the applicant, Milford – HINEC Senior Housing LLC., is before the Board seeking approval of their Milford Community Revitalization Tax Relief Incentive Program Application related to the external/intern rehabilitation and expansion of the 24,254 square foot building. The applicant previously received both Board of Adjustment and Planning Board approvals for the change of use and construction of the 18 units of affordable senior housing, site improvements, and parking lot expansion.

The applicant/property owner submitted the required building permit applications and have been issued building permit to begin construction. To date, no construction has occurred. The project will include the complete interior renovation/rehabilitation of the existing building and construction of a 3- story, 9,990 gross square foot addition. The existing building will be structurally modified to provide meet building codes for additional snow loads. All electrical and plumbing throughout the existing building will be replaced and extended into the addition. Central heat will be provided to existing building and addition via natural gas fired high efficiency boilers. The staff supports granting of this request. The applicant

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119 meets all the criteria of the 79E requirements, although they only need to satisfy only one. The applicant is asking for a
120 total of 9 years tax deferred which is the max they can receive.

121
122 Selectman Freel said if they meet the criteria, how we are allowed to change it. Chairman Dargie said originally the appli-
123 cant was asking for only 4 years which is lower than normal. 79E:5 define the duration of the tax period. This project is a
124 bullseye as it meets all the criteria in the statute. With this RSA you can get up to 5 years for any project, 2 additional years
125 if the project includes residential housing or 4 additional years if the project includes affordable housing. They already do
126 this with the current building. There is a two year waiting list for these apartments and this will add 18 units. Mr. Daley said
127 per the application, they will have a 30+ year affordability restriction added on to it.

128
129 Selectman Daniels said he isn't sure what the definition of affordable housing is. What was once considered affordable is
130 no longer affordable. Ms. Noel, Assessing Director, said affordable housing is defined through the NH Housing Finance
131 Authority and it is a 40% to 60% of the medium income in the area. They have tables on their web site. Mr. Daley said the
132 financing is coming through New Hampshire Housing authority. As far as rent, they will mimic what they are already do-
133 ing for the tenants in this building.

134
135 Selectman Freel asked if we have to approve the whole 9 years or can we break it up. Chairman Dargie said we can choose
136 from 1 to 9 years and we don't have to give a reason for the vote. This is shifting the tax burden from them to the rest of
137 the tax payers.

138
139 Selectman Daniels asked how many projects have been approved through 79E. Mr. Daley said 3 or 4, none were longer
140 than 5 years, but none of them qualified. Chairman Dargie said this hits all criteria. Selectman Finan said this sends a mes-
141 sage to developers that we are encouraging affordable housing and you will give you an incentive to do it.

142
143 Selectman Freel asked what the tax burden would be on the town. Ms. Noel said she doesn't have that number. Selectman
144 Finan said it would be aesthetically pleasing to the town and bring money into the town. Selectman Freel said if it's only a
145 break for 9 year, after that period, they will have to pay the full amount and how wouldn't that affect the rent? Ms. Noel
146 said they have a pilot program with the town that they apply for every year because they are affordable housing for elderly.
147 When the 79E program ends, they will continue to apply to this program. Chairman Dargie said the whole idea for the pilot
148 program is that there is no impact on the schools. He is in favor of the 9 years. Especially renovations on the downtown
149 area and it isn't costing us hardly anything.

150
151 **Selectman Daniels moved to table. Seconded by Selectman Freel. The motion failed 2/2.**

152
153 **Selectman Finan made a motion to approve the RSA 79E Community Revitalization Tax Incentive for 54 School**
154 **Street because the proposed use is consistent with the town's Master Plan, Zoning Ordinance, and development/land**
155 **use regulations. The Board of Selectmen finds that the qualifying structure satisfies the public benefit requirements**
156 **set forth RSA 79-E:7 by:**

- 157 **a. Enhancing the economic vitality of the downtown.**
158 **b. Enhancing or improving a culturally or historically important structure.**
159 **c. Promoting the preservation and reuse of existing building stock.**
160 **d. Promoting development of municipal centers, providing for efficiency, safety, and a greater sense**
161 **of community.**
162 **e. Providing growth of residential housing in urban or town centers.**
163 **The public benefit shall be preserved through the recordation of the required covenant in accordance with**
164 **the provisions of RSA 79-E for a term of nine (9) years, beginning on April 1st of the first tax year**
165 **commencing immediately after the completion of the renovation and construction work. Seconded by Selectman**
166 **Dargie.**

167
168 Selectman Daniels said he would be voting against this because he needs more information on affordable housing. There
169 was nothing in the motion about affordability. He moved to table it to have time to check what others in the area are charg-
170 ing. Selectman Freel is leaning the same way. We just approved the dental after it was all done. He doesn't see the rush in
171 approving this.

172
173 Mr. Daley said in the application, they said they will be using a 15 year financing with low income housing tax credit pro-
174 gram through NH Housing Authority. He asked low asked what information did Selectman Daniels want to satisfy his
175 questions. Selectman Daniels said he wants to know what the monthly rent will be, and what the impact will be on the rest

176 of the residents picking up the subsidy. NH Housing Authority is going to go to the state to pay for this. He is hearing from
177 some people that the taxes in town are driving them out. We should be watching out for the tax payers and keeping things
178 affordable for them. Affordable means something different now than it did 10 years ago. We have to have meaning to this.
179 Mr. Daley said the town approved this tax exemption program a couple of years ago and supported the idea of the criteria
180 with this. A couple of meetings ago Selectman Daniels expressed concern about the senior population and this helps that
181 population. Mr. Daley will find more information on affordable housing and send it out.
182

183 Selectman Finan said the Assessor mentioned earlier, affordability isn't our call; it's defined by the Housing Authority.
184 Chairman Dargie said, in regards to the tax payers, the incremental cost on this property is fairly minimal, it's vacant now.
185 Selectman Finan said its new revenue. Selectman Freel said the residents that are going to live there will bring money into
186 town as far as restaurants and other businesses. He asked Selectman Daniels if it were changed to 5 years instead of 9,
187 would he feel better. Selectman Daniels said it's about the numbers, so he doesn't know.
188

189 Dale White, Milford resident, said his company was asked to do the site work on the project. Voting on 9 years, 7 years, or
190 5 years this has no impact on his business. You have a property that has sat vacant for many years. NH lacks 1,900 afford-
191 able housing properties. This is 18 of those 1,900 properties. Granted there will be a slight impact, but it will bring income
192 to the town. Properties values around the area of this will increase because of the beautification of the project. There will
193 be a small cost to them by giving back some of the taxes, but the benefits to downtown is big.
194

195 **The motion passed 3/1 with Selectman Daniels opposed.**
196

197 **5:55 p.m. – Approval of one (1) Abatement Application for Denial – Map 21 Lot 8 and one (1) Abatement Applica-**
198 **tion for Approval – Map 50 Lot 4-2 - Assessing Director, Marti Noel**
199

200 Ms. Noel said that the first appellant, 22 Myrtle Street, was asked to provide additional documentation where an appraisal
201 that was provided had a third of the data cut off. The missing data is considered vital to the application. A full and complete
202 document was requested but the appellant has not complied with that request. She recommends the Board deny the applica-
203 tion.
204

205 **Selectman Freel made a motion to approve the Abatement Application for Denial for Map 21 Lot 8 as recommended**
206 **by the Assessing Director. Seconded by Selectman Finan. All were in favor. The motion passed 4/0.**
207

208 Ms. Noel said the second abatement, Map 50, Lot 4-2 was a request for a reduction in value based on proximity to an on-
209 going gravel operation. The appellants have requested to speak to this request to the BOS tonight. Although the operation
210 has been in existence for many years, the operation machinery has recently been moved. The appellants claim the noise and
211 dust are disruptive to their lives. Ms. Noel visited the site approximately 20 times during May and June and spoke with the
212 appellants and the pit operator. Her observations were that the dust or grit observed on multiple surfaces were consistent
213 with off-site observations and that the noise level was generally minimal to slight unless machinery was running. Machin-
214 ery ran intermittently during permitted hours between 7 and 5; on many days the machinery did not run at all. When run-
215 ning, the machinery was primarily heard from the back yard area where the owners have a pool and a deck and was consid-
216 ered minimum to moderate. On the occasion she was there and machinery was running, the machinery noise was not dis-
217 ruptive to conversations held in the back yard area. She has given the appellants ample opportunity to provide documenta-
218 tion supporting any significant loss in value. To date no documentation has been provided. There has been a lot of emotion-
219 al discussion. The slight reduction in value recommended is mainly due to the relatively few days per year when the rock
220 crusher is running for consecutive days. Her experience is that the crusher fluctuates between actively crushing and idling
221 on the days it is being used. In both cases, the appellants have been notified that if documentation is provided, she is open
222 to reconsidering the property value based on new evidence. She is recommending a 2% reduction in value.
223

224 Jordan Walker, a Milord resident, spoke on behalf of her mother Kerry Walker. Ms. Walker said that Doug Knott told John
225 Shannon that her mother Kerry Walker was not allowed to speak at public meetings. She cited first amendment rights. Ms.
226 Walker clarified that the letter that was received by the assessor was incorrect: they did not notify the state about the noise;
227 they talked to the state about the dust. Ms. Walker is curious on how the Assessor can't tell the difference between pollen
228 and excess dust. She explained the difference between the two. Ms. Walker said that the Assessor claimed that she went up
229 and down the road feeling different services and she questions that because she didn't hear that from any of the neighbors
230 who have complaints about the same thing. She also didn't have a camera or any equipment to record anything that was
231 going on. Next, the Assessor said we agreed that the crusher runs 2 to 3 times a week during 3 seasons and we didn't agree
232 to the plus the crusher runs all 4 seasons. The crusher is in the pit 4 times a year and crushes at least 1 to 2 weeks at a time.

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233 The Assessor also compared the crusher running to a motorcycle or diesel running which is incorrect. The crusher’s deci-
234 mal reading is 60 to 70. The operator of the pit originally told them that they were not going to hear any noise and there
235 would be no dust. The gravel operation has been in place for 3 years. The 2% reduction does not cover her parent’s finan-
236 cial burden, pressure washing the house, extra electricity to run the ac’s for noise control, and vet bills on the dog because
237 of the noise. She also claims that her sister can’t visit the house because the dust flairs up her Crohn’s disease. Ms. Walker
238 works nights and she can’t sleep because of the pit operation.

239
240 Jayson Walker, a Milford resident and the home owner of 224 Mile Slip Road said he has pictures of the dust that comes
241 out of the gutter and when it rains, the water runs brown. He also said that Jamie from Community Development has come
242 up and witnessed the plums of dust around the property.

243
244 Chairman Dargie said the issue is the valuation of the property and if it’s been decreased because of the situation. There
245 needs to be documentation to attest to the decrease in valuation. He doesn’t know if you need an appraisal. Ms. Noel said
246 she requested an appraisal.

247
248 Mr. Walker said that Selectman Freel has been up to see everything. Ms. Walker said Mr. Freels exact words where “what
249 the F do you want me to do about it”, which was unprofessional. Selectman Freel said when he isn’t in the Board room he
250 will use whatever words he wants to use. There was nothing he could do as a single person while he was there. He
251 couldn’t go there as a Planning Board member. He also never heard back from them after his visit. He did tell them that
252 they should bring their case to the Planning Board. He knows that they are frustrated.

253
254 Ms. Walker said she is frustrated because this town has yet to help her parents with this issue. Her parents run a small busi-
255 ness in town and she is sorry that Mr. Dale White is a large business owner and the town doesn’t want to have to go against
256 him. It isn’t fair. Her questions is, what is the 2% calculation and how did the Assessor get it, and why were their discrep-
257 ancies in her abatement.

258
259 Chairman Dargie said again, there is only one topic that we can discuss here and you several different issues. Selectman
260 Freel said that as a property owner in Milford, you have the right to get your own assessment. Chairman Dargie said it’s
261 possible that environmental factors will affect the appraisal of the property, but it needs to be a valid appraisal from an ap-
262 praisal company.

263
264 Ms. Noel said for consideration, she looked at similar types of situations, properties in other neighborhoods near gravel
265 operations, granite operations, construction and development sites, highway proximity, locations on a gravel road for dust,
266 etc. Her conclusion was that under current market conditions, April 1, 2021, there is nothing that is going to affect the
267 market value for any property. None of those elements for any neighborhood in town had any effect on the value of those
268 properties; they sold and were purchased consistently at higher than asking price and higher than assessed values.

269
270 Selectman Freel has a hard time believing that they are the only ones affected by this. He asked about the neighbors. Ms.
271 Walker said she had a letter from one of the neighbors which failed to show up here. She thinks that the Town Administra-
272 tor has it. Mr. Walker said they had a meeting and provided letters. Community Development was at the meeting.

273
274 Ms. Noel said this is the first she is hearing about any letters from them or anyone else so she can’t speak to them. Ms.
275 Walker said it must have been a communication error from you guys. Ms. Noel said, no, it’s her communication with you.
276 If you didn’t tell me about the letters, she is not going to go looking for things.

277
278 Chairman Dargie repeated that the needs to be documentation to justify a change in the assessed value. You can try to find
279 someone sympathetic. He will be willing to take this up at a future date. As of now, he will be going along with the Asses-
280 sors recommendation. We always have to document things. The issues with the dog being sick could be a civil case but
281 doesn’t relate to the assessment on the house.

282
283 Ms. Walker said no one is helping them. They have reached too many town officials and everyone is refusing to help. They
284 won’t answer e-mail or anything anymore. And to say that her mother can’t speak at a public meeting is wrong. Chairman
285 Dargie said unless someone has a restraining order on them, anyone can come to this meeting so he doesn’t know what Ms.
286 Walker is talking about. Ms. Walker asked if the Board would look at photos and videos. Chairman Dargie said it isn’t
287 going to help anything.

288

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289 Selectman Freel said we spoke about the gravel operation is it being done to the standards that the Planning Board put on
290 them. It they are following everything, what can be done. Both this Board and the Planning Board can't get involved with
291 what is going on as long as everyone is following the rules. He spoke with them a year ago and this is the first time he's
292 seen them since then. He asked if they could go to the Planning Board and tell them their concerns.
293

294 Selectman Finan said that is an administrative issue not the Planning Boards issue. It can be brought back to the Planning
295 Board by staff, but it's an enforcement issue. At this point, the operator is in compliant with everything. People have
296 been out there dozens of times. Ms. Walker said it's shady though. Whenever the Assessor was out there, the operation
297 was shut down for the day.
298

299 Ms. Noel said she isn't going to be accused of any of this. This is now out of line and it's the third time she's been accused
300 of this. She is trying to be fair to all parties. Mr. Walker apologized for what his daughter said. Ms. Walker left the room.
301 Chairman Dargie said that it was uncalled for. You do have an issue but it gets divided up into different buckets and differ-
302 ent places handle different things. We only handle the valuation of the property.
303

304 Selectman Freel said he doesn't think they will find anyone who will do an assessment on their property for 50% of the
305 value and even dropping \$50,000 will not make you happy. The Assessor is trying to help and he will go along with the
306 abatement.
307

308 Mr. Walker said he will take whatever the Assessor is willing to give. Ms. Noel said the idea of an appraisal is to take the
309 emotional entanglement that a property owner has with their property, and it could be for something negative or positive,
310 and it can go both ways. I can't do an appraisal against my appraisal. The instructions on the abatement form require you
311 to provide a value. There is no hard and fast number.
312

313 Selectman Finan asked that if we approve the Assessors recommendation for approval, can Mr. Walker still appeal. Ms.
314 Noel said yes. Selectman Freel asked that if we approve this are we saying that there is a problem and we agree with it?
315

316 Ms. Noel said that what she is saying is that the value that she has on the home may or may not be the correct value. There
317 is always leeway of and a 10% difference is reasonable. There is still room for error and a reasonable value could be a few
318 thousand dollars difference from the value that we have. She is giving that benefit of the doubt without saying that our val-
319 ue is wrong or there is a problem.
320

321 Selectman Finan asked if the Assessor had any other history of making adjustments based on subjective things. Ms. Noel
322 said yes, based on airplane noise, highway noise, etc. and all have been denied. Selectman Finan is concerned about setting
323 a bad precedent. Do we have a record of doing this in the past? Ms. Noel said no.
324

325 **Selectman Freel made a motion to approve the Abatement Application for Approval for Map 50 Lot 4-2 as recom-**
326 **ended by the Assessing Director. Seconded by Selectman Daniels. All were in favor. The motion passed 4/0.**
327

328 **6:10 p.m. - Appointment to the Traffic Safety Committee – Chris Labonte**

329 Jason Plourde, Chair of the Traffic Safety Committee recommends the appointment of Mr. Labonte to the committee. Mr.
330 Labonte feels would be a good fit for this Committee because he understands the importance of addressing traffic safety
331 concerns and working together to mitigate any potential issues. He will do his homework and work hard to get the job done
332 right.
333

334 **Selectman Daniels made a motion to approve Chris Labonte's appointment to the Traffic Safety Committee. Se-**
335 **conded by Selectman Finan. All were in favor. The motion passed 4/0.**
336

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

338 Leo Lessard, Public Works Director, asked the Board said he has two dead trees and 5 small trees, (8 inches in diameter)
339 that need to come down on a scenic road, (Mile slip Road). They are in the way of paving. Mr. Daley if trees and other
340 things like stone walls are a certain diameter, it would have to go before the Planning Board and a public hearing process.
341 This process requires two public hearings weeks apart and wouldn't start until August. The Board has the authorization to
342 allow the town to remove the trees if they propose a health and safety risk. Mr. Lessard said the trees are right in the road
343 and will end up being in the berm. Mr. Daley said a stone wall has been buried due to years of regrading and maintenance
344 of the roadway.
345

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346 Chairman Dargie asked what the impact would be to follow the normal process. Mr. Lessard said he wouldn't be about to
347 start until late August, early September and it would not be paved this year. He's trying to get the pipework done prior to
348 school starting. He would like to get a binder this year.

349
350 Selectman Finan asked if this process applies to a private homeowner who felt that a tree was dangerous. Mr. Daley said it
351 applies to Municipal. Mr. Daley asked Mr. Lessard where the Engineering Design was on the roadway. Could you start
352 tomorrow or do you require additional time? Mr. Lessard said the bid documents are ready and he's hoping to send every-
353 thing out on Friday, July 15th. He would like to start roadwork within two weeks.

354
355 Chairman Dargie asked if the trees were actually hazardous. Mr. Lessard has pictures stating the fact. He explained the
356 process. Selectman Freel said they are a safety issue. He asked Mr. Daley to explain the process to him. Mr. Daley ex-
357 plained the process. Chairman Dargie said the road was setup for a reason, although he doesn't know what it is. Mr. Les-
358 sard said if you backfill a road, the tree is dead in a couple of years because it buries the roots from 18 to 24 inches.

359
360 Paul Amato, a Milford resident and Planning Board member said in 30+ years the Planning Board has never denied a
361 change to a scenic road change. The process takes a long time. In this case, these trees are hit with the snow plow because
362 they are right on the road. In some cases, the road is right to the right a way. Mile Slip will still be a scenic road, just safer
363 and it would save DPW money on maintenance in the long run. There was some discussion about the right a way.

364
365 Chairman Dargie asked if there was any chance that if a hearing was held, someone would want to keep the trees. Mr. Am-
366 ato said no. not anyone on that road. If you start sliding you will slide in the tree, they are in the road. He's worked with
367 previous DPW Directors to help with drainage out there and if he did what the Town did, he would be in trouble. Mr. Les-
368 sard is trying to help fix this. Mr. Amato is fully supportive of taking the trees down.

369
370 Selectman Finan just doesn't want a situation where the Town doesn't have to abide by its own rules. It does sound like it's
371 a legit safety issue. Selectman Freel asked why this wasn't started about a month or so ago. Mr. Lessard said it was his
372 fault, he's been busy out in the field working and he hasn't had any manpower to keep up. He's had only 3 guys all sum-
373 mer.

374
375 Dave Palance, a Milford resident, said the town has a policy on these things and they should follow them. Chairman Dargie
376 said DPW is asking for a waiver, it's outside of the standard process. Selectman Finan said a safety issue is a legitimate
377 reason to waive the process.

378
379 **Selectman Freel made a motion to remove the dead and recommended trees on the scenic road, Mile slip Road as**
380 **presented by the Public Works Director. Seconded by Selectman Finan. All were in favor. The motion passed 4/0.**

381
382 Katherine Kokko, a Milford resident, said she didn't see anything on the agenda about MACC Base and updates to the
383 IMA. The last meeting was on June 15th and Mont Vernon made a request to meet with the other Boards and she hasn't
384 heard anything about this. Their next meeting is July 20th. Chairman Dargie said he hasn't heard anything about this.

385
386 Captain Frye, Board of Governor, said 5 points were brought up. This Board agreed to go forward with the IMA that was
387 presented, the draft version so he didn't bring it up because it's the same 5 points that you are aware of and you didn't want
388 to change them previously.

389
390 Ms. Kokko said the request from the other towns was focused on moving ahead with the IMA as it had been negotiated
391 while having conversations about some of the more difficult topics first knowing that we are committing for a number of
392 years and there will be some changes moving forward. She didn't get the impression that it was bringing back the same
393 things and not bothering to have a conversation.

394
395 Captain Frye said Mont Vernon gave the 5 statements that they wanted worked out or at least talked about, and we haven't
396 heard anything from Wilton. He suggests waiting for Wilton's input. Our Board was all set with the 5 year IMA. We need
397 to sign an IMA and we thought we had a good 5 year IMA. The Mont Vernon representative said they would sign the 5
398 year agreement and try to discuss any changes in the future.

399
400 Ms. Kokko asked this Board to review the last meeting and attend the next one in July.

401
402 **4. DECISIONS**

403 a) **CONSENT CALENDAR**

- 404 1. Approval of Intent to Cut, Map 51 Lot 1 was changed to Report to cut.
405 2. Acceptance of Gifts of Property under \$5,000 (31:95(e)) – K-9 Ballistic Vest for Milford Police Departments K-9 Mako
406 from Vested Interest in K9s, Inc. – \$985.00.1. Request Approval to NOT USE PA-28 Inventory of Taxable Property Form
407 for 2023.

408
409 Marti Noel said she wanted item 1 removed for discussion.

410 Selectman Daniels moved to remove item 1 from the consent calendar.

411

412 **Selectman Daniels made a motion to accept item 2 on the consent calendar. Seconded by Selectman Finan. All were**
413 **in favor. The motion passed 4/0.**

414

415 Ms. Noel said it said approval of intent but it's actually a report to cut. The wood has already been cut and they are record-
416 ing what's been cut. The documentation is correct.

417

418 **Selectman Finan made a motion to accept item 2 on the consent calendar. Seconded by Selectman Daniels. All were**
419 **in favor. The motion passed 4/0.**

420

421 b. **OTHER DECISIONS**

422 N/A

423 5. **TOWN STATUS REPORT –**

424 a. **Town Status – Town Administrator**

- 425 1. **ARPA Funding** - The town staff along with the Water and Sewer Departments and the Wadleigh Library has pre-
426 pared a list of possible projects on which the remaining American Rescue Plan Act (ARPA) funding may be used.
427 The BOS will make their decisions based on information provided by a project's sponsor and all information can
428 be found on the town website. The ARPA funding should be in by the next Board meeting. We expect a discussion
429 to take place at the July 25th BOS meeting. A document will be provided that list the proposed items.

430

431 Chris Labonte said nothing has been listed on the Town's website. Tina Philbrick, Executive Assistant, said that the
432 Town Administrator will be in on Wednesday and she would flag him on it. They were changing things as of last week
433 so that's why it might not be on the website. Chairman Dargie said it will be on by the next meeting.

434

- 435 2. **Capital Improvements Program (CIP)** - The CIP Committee deadline for any and all submissions for the 2023-
436 2028 CIP has passed. The committee will start meeting in the near future to discuss all submitted items and re-
437 maining items from the previous list. They intend to complete their review by the end of September 2022.

438

- 439 3. **FY23 Budget Cycle Schedule** - The draft version of the FY 2023 Budget Cycle Timeline has been developed by
440 Town staff in cooperation with the Budget Advisory Committee. Once approved by the BOS, it can be found on
441 the town's website along with other information concerning this effort.

442

- 443 4. **BROX AoT Update** - The Town is still working with the NHDES and NHF&G to have a new Alteration of Ter-
444 rain permit issued for gravel operations at the Brox. Town Representatives are planning to meet with NH DES in
445 the coming weeks to discuss any remaining concerns. We have no timetable for a final determination at this time.

446

447 6. **DISCUSSIONS**

448 1. **Traffic Safety Concern – Mcgettigan and Savage Road**

449 Bryanna St.Hilaire sent a letter to the Board outlining issues on Megettigan and Savage Road. The 3 way stop intersection
450 right there is a constant issue.

451

452 She has witnessed many accidents and incidents of road rage because of this intersection. Speed is definitely an issue. Re-
453 cently a dog was hit and killed at this intersection as a direct result of road rage. She has concerns of this happening to an
454 adult or child walking. She is suggesting possibly a yellow blinking light prior to the intersection. She is requesting that
455 someone to please come out and possibly assess this and see if there is any way we can improve the safety of this intersec-
456 tion and just this area in general.

457

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458 Chief Viola said it’s currently a three way stop and they feel it would benefit with a four way stop. Selectman Daniels said
459 the intersection that doesn’t have a stop sign is on a hill, people won’t be able to stop in the winter time.
460

461 **Selectman Finan made a motion send this request to the Traffic Safety Committee. Seconded by Selectman Daniels.**
462 **All were in favor. The motion passed 4/0.**
463

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

465 **8. SELECTMEN’S REPORTS/DISCUSSIONS**

466 **a) FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES**
467

468 Selectman Freel said Zoning discussed a big project and there will be a visual test on July 14th. The Zoning Board would
469 like to have people weigh in on it. The buildings will be 4 stories high.
470

471 **b) OTHER ITEMS (that are not on the agenda)**
472

473 **9. APPROVAL OF FINAL MINUTES - Selectman Daniels moved to approve the minutes of June 27, 2022 as**
474 **amended. Seconded by Selectman Finan. All were in favor. The motion passed 4/0.**
475

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

477 **a. Treasurers Report for May 2022.**
478

479 **11. NOTICES.** Notices were read.
480

481 **12. NON-PUBLIC SESSION – N/A**
482

483 **13. ADJOURNMENT: Selectman Daniels moved to adjourn at 8:25 pm. Seconded by Selectman Finan. All were in**
484 **favor. The motion passed 4/0.**
485
486
487
488

489 _____
490 Paul Dargie, Chairman

Laura Dudziak, Member EXCUSED

491 _____
492 _____
493 Tim Finan, Vice-Chairman

Dave Freel, Member

494 _____
495 _____
496 Gary Daniels, Member