

# TOWN OF MILFORD

## OFFICE OF THE SELECTMEN

*TO:* Board of Selectmen  
*FROM:* Tina M. Philbrick, Executive Assistant  
*DATE:* August 14, 2023  
*SUBJ:* Ethic Committee Candidate



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

Dave Alcox                      Term Expires 2026

Thank you

Tina M. Philbrick  
Executive Assistant

Dear Selectmen,

I would like to be considered for the Milford Ethics Committee for a number of reasons. I do understand that the committee receives very few complaints. However, if/when one is received, I believe I am a great candidate for that committee. I have a strong working knowledge of fairness, justice and law. Since I've lived in Milford since 1990 I possess a decent institutional knowledge of the town. I have demonstrated great communication and listening skills as a past educator. I have served in a number of leadership positions in the past such as the President of the NH Council for the Social Studies and President of the Milford Teacher's Association.

I believe these positions have allowed me to work with a number of issues that have arisen on both the state and local levels. I also feel that institutions have to have the respect of the people. I believe people who know me know I have the best interests in always doing what is right.

Thank you,  
Dave



# Town of Milford

## TRUSTEES OF THE TRUST FUNDS

**5:35 Appointment of Tina Philbrick as an Alternate Member to the Trustees of Trust Funds - Term Expires March 2024**

**August 14, 2023**

Dear Selectmen,

The Trustees of Trust Funds would like to have Tina Philbrick as an alternate on our committee. Tina has served as a full trustee for over eight years and has recently stepped down. Due to the complexity of the banking system and recent election of new Trustees, Tina has offered to continue helping until the town election in March of 2024.

On a monthly basis the Trustees are required to make deposits, request withdrawals, and perform electronic transfers requiring a town computer. Therefore, the Trustee's require access to a town computer and server to perform official financial transactions for the town. This computer could also be used to document minutes if needed.

All financial approvals would need to be performed and approved by one of the three elected Trustee's. The Trustee's recommend that Mrs. Philbrick maintain her "User" privileges with Citizen's Bank Access Escrow website.

Respectfully submitted,

Janet Spalding, Chairperson  
Milford NH Trustee of the Trust Funds

**5:40 Approval of Two (2) Land Use Change Tax, Map 52, Lot 93-1 and Map 41, Lot 74-3 -  
Assessing Director, Marti Noel**

MEMORANDUM

DATE: August 14, 2023

TO: Selectboard Members

FROM: Marti Noel, Assessor

RE: **Land Use Change Tax (LUCT) for 2 parcels:  
Map 52 Lot 93-1  
Map 41 Lot 74-3**

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Map 52 Lot 93-1

The property is a 1-acre parcel that was in current use because it was in identical ownership to a larger parcel under identical ownership. This 1-acre parcel has recently sold and no longer qualifies based on its size. The new owner is a contractor who is aware that the Land Use Change Tax is necessary.

Map 41 Lot 74-3

This property is an 11.5-acre parcel with a residential dwelling on 1.5 acres. The remaining 10 acres qualified for Current Use. The owner has elected to expand residential use by building a 2<sup>nd</sup> dwelling unit inside the area that was in Current Use, reducing the amount of remaining undeveloped land to below the 10 acres minimum requirement. Accordingly, all of the 10 acres is being removed from Current Use. This action has been discussed with the property owner.

Thank You



## Memorandum

**To:** Board of Selectman  
**From:** Marti Noel Assessor  
**Date:** 8/14/2023  
**Re:** Residences in Industrial or Commercial Zone – For Approval (1 )

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Attached, please find the summary of application that was late filed.

### **75:11 Appraisal of Residences. –**

**“I. The owner of record of any residence located in an industrial or commercial zone may apply on or before April 15 of each year to the selectmen or assessors for a special appraisal of the residence for that year, based upon its value at its current use as a residence...If any owner shall satisfy the assessing officials that the owner was prevented by accident, mistake or misfortune from filing said application on or before April 15, the officials may receive the application at a later date and classify the residence under this section; but no such application shall be received after the local tax rate has been approved by the commissioner of revenue administration for that year”.**

**II. The assessing officials shall notify the applicant on a form provided by the commissioner of revenue administration no later than July 1, or within 15 days if the application is filed after July 1, of their decision to classify or refusal to classify the applicant’s residence by delivery of such notification to the applicant in person or by mailing such notification to the applicant’s last and usual place of abode.**

**III. Prior to July 1 each year, the assessing officials shall determine if previously classified residences have been reapplied or have undergone a change in use. A list of all classified residences and their owners in each town or city shall be filed by the respective assessing officials each year. Such list shall be part of the inventory and subject to inspection as provided in RSA 76:7.**

**VI. The selectmen or assessors shall make such a special appraisal of any eligible residence whose owner correctly applies in accordance with paragraph I, and shall assess the tax for that year on that special appraisal.**

I have reviewed the application and I recommend that the Board of Selectman **approve** the it for Residences in an Industrial or Commercial Zone for the tax year 2023. Statute does allow for leniency of application file dafter April 15 if due to “accident, mistake or misfortune.” The owner only recently received the reminder card in his mail although it was sent out from my office in January of 2023.



5:55 Assessing Departmental Update - Assessing Director, Marti Noel  
MEMORANDUM

DATE: August 14, 2023

TO: Board of Selectmen

FROM: Marti Noel, Assessor

RE: Departmental Update & Budget Review

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There are some changes expected in the Assessing Department for 2024. During the 2023 budget discussions, I had informed the Board of my intention to retire from full time employment at the end of this calendar year. Options to address this change are incorporated into this discussion.

**Vehicle:** The Assessing Department coordinates use of a vehicle with OCD for 2 days: Mondays and Wednesdays. There are no budgetary costs tied to the assessing department for this.

**Change from 5 days to 4.5 days.** There has been neither a positive nor a negative effect to the public as a result of the schedule changes. Phone calls and walk-in assistance has been nominal in the extended hours between 4:30 and 5:30. Friday afternoons have always been extremely quiet for request of assessing services.

**Annual goals:** This department expects to meet its annual goals.

**Major Projects:** Based on growing disparity in the assessments of residential and commercial properties, I recommend an RFP for a statistical update. This could be incorporated into Succession Planning to be addressed later in this dialogue.

**Overlay:** While overlay is not in the Assessing budget, the Assessing department has a direct correlation to this account with any tax Abatements and Appeals. I recommend increasing the Overlay Account for the 2024 Budget to \$130,000 which was roughly the amount needed in 2023.

**Budget:** The 2023 Assessing budget reserved \$34,000 in consulting services. This includes legal and appraisal services typically expended for legal and valuation services when responding to appeals and abatements, as well as other sub-contracted items including digitizing/storing historic data (\$3,800). Forester Services (\$1,200). Also included is \$10,000 towards succession planning to train an individual as an office administrator in the assessing department, which will require re-opening a position that was closed several years ago. Alternatively, it can be applied to any DRA Certified Assessor or Assessor Supervisor position overlap to ease the transition.

Completing the 2024 assessing budget requires some direction from this Board for structuring the 2024 assessing department.

**Succession Planning:**

While the Board of Selectmen is the Assessing Authority in Milford, there are two prongs of responsibility managed within the Assessing department. A list of “typical” responsibility breakdown is provided here:

## **Breakdown of Assessing Duties and who can perform them:**

Administrative Assistant

**Under the supervision of an Assessor or Assessor Supervisor, a well-trained admin employee can perform many departmental tasks that do not involve determining value:**

- respond to public requests for property information and print record cards,
- process timber and gravel intents and reports
- record ownership changes
- enter building permits to be reviewed
- flag properties for Current Use review during ownership changes and building permits
- send notices, provide and process applications, and prepare forms for BOS review and/or approvals
- maintain inventory and supplies
- process invoices
- update the Assessing Web page
- maintain a file for map changes
- enter data for property changes as instructed by the assessor
- should attend DRA mini-courses for on-going training

Pay Scale - \$15-\$30/hr (per 2023 posted Milford wage schedule)

## **An NH DRA Certified Assessor / Assessor Supervisor is required for**

- Supervising assessing staff /subcontractors
- Any changes pertaining to property value
- Response to value challenges, whether by inquiry, abatement or appeal
- Prepare LUCT, Timber, and Gravel Warrants
- Verify Sales, make property record changes
- Make valuation table changes in CAMA Software
- On-site property visits
- Presentations to BOS as necessary
- Prepare municipal and DRA reports ie: MADS, MS-1
- Must attend on-going CE courses
- Should attend NHAAO meetings

Milford Current Wage Range: \$58,800 to \$92,900 (per 2023 posted Milford wage schedule)

## **Potential options for structuring the 2024 Assessing Dept:**

1. Try to maintain the status quo with a DRA Certified individual
2. Hire a part time administration assistant and a DRA Certified individual who can spend more time in the field.
3. Hire a part time administration assistant and contract the Assessing Valuation duties.

For options 1 & 2, a job posting must be advertised, interviews of candidates must be conducted, and there should be some overlap in my leaving and my successor starting for integration purposes. It may require re-opening a position for Administration Assistant.

For Option 3, bear in mind that an RFP for services will be required, and a position for administrative assistant must be re-opened.

Summarized below are contracts for two communities who have hired Contract Services and have listed out their contract structure below. Both communities opted for 5-year contracts.

**1. Amherst NH** (Population roughly 12,000)

Assessing Department includes:

**One Full time Employee** serving as Executive Assistant to the Assessor & Deputy Tax Collector Pay range for 2023 is \$26.89 to \$32.78/hr **and a 5 Year Contract: Granite Hill Municipal Services**

- a. The Contract includes standard yearly Assessor duties and cyclical property review of 25% of properties within the town in preparation for the 2026 Revaluation.
- b. Does **not** include the Revaluation.

The Contract is detailed in hourly fees with a maximum billing amount per year:

7/1/2022 – 6/30/2023	Maximum \$ 93,200
7/1/2023 – 6/30/2024	\$ 96,400
7/1/2024 – 6/30/2025	\$ 99,200
7/1/2025 – 6/30/2026	\$100,700
7/1/2026 – 6/30/2027	\$ 51,300 (does not include any cyclical data verification

The contract does **not** include any Statistical or Partial Updates or Statutory 5 yr Revaluation)

**2. Derry NH** (population roughly 35,000)

Assessing Department Includes:

**Two Full Time Employees:**

First with a pay range from \$23.18 to 31.67 / hr (Executive Assistant Level)

Second with pay range from \$17.01 to 23.23/hr (Receptionist Level) **and a 5 Year Contract: Whitney**

**Consulting Group LLC**

- a. The contract includes standard yearly Assessor Duties, cyclical data verification, and also 2 Statistical Updates (FY 2020 & 2022) and 2 Partial Updates FY 2021 & 2023)

FY 2020 @ \$264,610

FY 2021 @ \$264,610

FY 2022 @ \$264,610

FY 2023 @ \$264,610

FY 2024 @ \$132,305 (includes Sales Review but does **not** include the statutory 5 yr Revaluation)

6:20 Town Clerk Departmental Update - Town Clerk, Joan Dargie

Year		number of motor vehicles	revenue
2019		19,500	\$3,120,000
2020		19,750	\$3,190,000
2021		20,750	\$3,430,000
2022		20,500	\$3,340,000
2023	Est	20,900	\$3,488,000

The law allows for a \$5.00 - \$10.00 surcharge for roadwork the potential revenue from this at \$5.00 is approximately \$100,000.

Submitted by:  
Joan Dargie  
8/2/23

**4. a) 1) Acceptance and Appropriations of Unanticipated Revenues under \$10,000 (31:95(b)).**

**Board of Selectmen**

**Agenda Date: 8/14/2023**

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

<b>Source</b>	<b>Amount</b>	<b>Purpose</b>
Joan Warren	\$36.00	Donation to the Milford Police Department for the Police Training Equipment for Officers Special Purpose Fund. See attached memo.

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

Shaw's Supermarket, Milford, NH		Donation of gift cards to the Milford Fire Dept. The value is \$250. See attached memo.
Shaw's Supermarket, Milford, NH		Donation of gift cards to the Milford Police Dept. The value is \$250. See attached memo.



# Town of Milford

POLICE DEPARTMENT

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

**Michael J. Viola**  
Chief of Police



To: Lincoln Daley, Town Administrator  
Board of Selectmen  
From: Chief Michael J. Viola  
Date: July 31, 2023  
Ref: Donation from Joan Warren

On behalf of the Milford Police Department, I am respectfully requesting the Board of Selectmen to consider and approve a donation of \$36.00 (thirty-six dollars) from Joan Warren. If approved these funds would be used for training related supplies.

On behalf of the Milford Police Department, I would like to respectfully thank Joan Warren for her support and donation to the Milford Police Department.

Your consideration in this request is greatly appreciated.





## Fire Department MEMORANDUM

**TO:** Finance, BOS


**FROM:** Milford Fire Department

**DATE:** 7/28/23

**SUBJECT:** Donation

The Milford Fire Department has received a donation of gift cards in the amount of \$250.00 from Shaws Supermarket, for the Milford Store Grand Re-opening. Milford Fire Department was chosen as an organization to receive one of the donations. We ask that you allow us accept the donation.

Regards,

  
Kenneth Flaherty  
Chief of Department



# Town of Milford

POLICE DEPARTMENT

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

**Michael J. Viola**  
Chief of Police



To: Lincoln Daley, Town Administrator  
Board of Selectmen  
From: Chief Michael J. Viola  
Date: July 31, 2023  
Ref: Gift Card Donations from Shaw's, 586 Nashua Street

On behalf of the Milford Police Department, I am respectfully requesting the Board of Selectmen to consider and approve a donation of 5 gift cards, totaling \$250.00 from Shaw's, located at 586 Nashua Street, Milford NH.

On behalf of the Milford Police Department, I would like to respectfully thank Shaw's and their employees for their support and donation to the Milford Police Department.

Your consideration in this request is greatly appreciated.







**Financial Report of the Budget**

		Sanitation Subtotal	\$866,078	\$829,425
<b>Water Distribution and Treatment</b>				
4331	Administration		\$0	\$0
4332	Water Services		\$0	\$0
4335	Water Treatment		\$0	\$0
4338-4339	Water Conservation and Other		\$0	\$0
<b>Water Distribution and Treatment Subtotal</b>			<b>\$0</b>	<b>\$0</b>
<b>Electric</b>				
4351-4352	Administration and Generation		\$0	\$0
4353	Purchase Costs		\$0	\$0
4354	Electric Equipment Maintenance		\$0	\$0
4359	Other Electric Costs		\$0	\$0
<b>Electric Subtotal</b>			<b>\$0</b>	<b>\$0</b>
<b>Health</b>				
4411	Administration		\$0	\$0
4414	Pest Control		\$0	\$0
4415-4419	Health Agencies, Hospitals, and Other		\$0	\$0
<b>Health Subtotal</b>			<b>\$0</b>	<b>\$0</b>
<b>Welfare</b>				
4441-4442	Administration and Direct Assistance		\$131,535	\$131,273
4444	Intergovernmental Welfare Payments		\$0	\$0
4445-4449	Vendor Payments and Other		\$72,000	\$72,000
<b>Welfare Subtotal</b>			<b>\$203,535</b>	<b>\$203,273</b>
<b>Culture and Recreation</b>				
4520-4529	Parks and Recreation		\$284,713	\$285,170
4550-4559	Library		\$874,547	\$874,174
4583	Patriotic Purposes		\$24,000	\$21,753
4589	Other Culture and Recreation		\$3,000	\$3,000
<b>Culture and Recreation Subtotal</b>			<b>\$1,186,260</b>	<b>\$1,184,097</b>
<b>Conservation and Development</b>				
4611-4612	Administration and Purchasing of Natural Resources		\$26,499	\$26,499
4619	Other Conservation		\$0	\$0
4631-4632	Redevelopment and Housing		\$0	\$0
4651-4659	Economic Development		\$0	\$0
<b>Conservation and Development Subtotal</b>			<b>\$26,499</b>	<b>\$26,499</b>
<b>Debt Service</b>				
4711	Long Term Bonds and Notes - Principal		\$1,048,293	\$1,088,729
4721	Long Term Bonds and Notes - Interest		\$213,106	\$201,665



**Financial Report of the Budget**

4723	Tax Anticipation Notes - Interest	\$3,000	\$0
4790-4799	Other Debt Service	\$1,500	\$0
<b>Debt Service Subtotal</b>		<b>\$1,265,899</b>	<b>\$1,290,394</b>

**Capital Outlay**

4901	Land	\$0	\$0
4902	Machinery, Vehicles, and Equipment	\$100,000	\$100,000
4903	Buildings	\$0	\$0
4909	Improvements Other than Buildings	\$690,000	\$314,597
<b>Capital Outlay Subtotal</b>		<b>\$790,000</b>	<b>\$414,597</b>

**Operating Transfers Out**

4912	To Special Revenue Fund	\$0	\$0
4913	To Capital Projects Fund	\$0	\$0
4914A	To Proprietary Fund - Airport	\$0	\$0
4914E	To Proprietary Fund - Electric	\$0	\$0
4914O	To Proprietary Fund - Other	\$0	\$0
4914S	To Proprietary Fund - Sewer	\$2,549,989	\$3,076,855
<i>Explanation: Includes \$340,129 of board agents to expend</i>			
4914W	To Proprietary Fund - Water	\$1,748,938	\$2,711,757
<i>Explanation: Includes \$529,809 of board agents to expend</i>			
4915	To Capital Reserve Fund	\$85,000	\$85,000
4916	To Expendable Trusts/Fiduciary Funds	\$0	\$0
4917	To Health Maintenance Trust Funds	\$0	\$0
4918	To Non-Expendable Trust Funds	\$0	\$0
4919	To Fiduciary Funds	\$0	\$0
<b>Operating Transfers Out Subtotal</b>		<b>\$4,383,927</b>	<b>\$5,873,612</b>

**Payments to Other Governments**

4931	Taxes Assessed for County	\$0	\$1,908,509
4932	Taxes Assessed for Village District	\$0	\$0
4933	Taxes Assessed for Local Education	\$0	\$29,488,451
4934	Taxes Assessed for State Education	\$0	\$2,270,186
4939	Payments to Other Governments	\$0	\$0
<b>Payments to Other Governments Subtotal</b>			<b>\$33,667,146</b>

<b>Total Before Payments to Other Governments</b>		<b>\$21,743,923</b>	<b>\$22,863,256</b>
<b>Plus Payments to Other Governments</b>			<b>\$33,667,146</b>
<b>Plus Commitments to Other Governments from Tax Rate</b>		<b>\$33,667,146</b>	
<b>Less Proprietary/Special Funds</b>		<b>\$4,298,927</b>	<b>\$5,788,612</b>
<b>Total General Fund Expenditures</b>		<b>\$51,112,142</b>	<b>\$50,741,790</b>











**Financial Report of the Budget**

Source	County	Village	Local Education	State Education	Other	Property Tax
MS-535	\$1,908,509	\$0	\$29,488,451	\$2,270,186	\$0	\$42,721,657
Commitment	\$1,908,509	\$0	\$29,488,451	\$2,270,186		\$43,001,076
Difference	\$0	\$0	\$0	\$0		(\$279,419)

**General Fund Balance Sheet Reconciliation**

Total Revenues	\$50,207,042
Total Expenditures	\$50,741,790
Change	(\$534,748)
Ending Fund Equity	\$5,107,769
Beginning Fund Equity	\$5,642,517
Change	(\$534,748)



**Financial Report of the Budget**

Description (Purpose)	Original Obligation	Annual Installment	Rate	Final Payment	Start of Year	Issued	Retired	End of Year
Ambulance Facility (General)	\$2,214,000	\$110,700	2.68%	2033	\$1,307,750	\$0	\$110,700	\$1,197,050
Curtis Well (Water)	\$295,000	\$29,500	2.35%	2026	\$132,750	\$0	\$29,500	\$103,250
Dram Cup Tank Rehab (Water)	\$192,710	\$19,066	1.635%	2025	\$80,732	\$0	\$19,695	\$61,037
Elm Street Water Main (Water)	\$758,486	\$35,000	4.0%-4.5%	2026	\$175,000	\$0	\$35,000	\$140,000
Filter Press De-watering Unit (Sewer)	\$502,635	\$45,237	2.00%	2030	\$407,134	\$0	\$45,237	\$361,897
Fire Station Upgrades (General)	\$3,864,300	\$193,215	3.25%	2040	\$3,159,065	\$0	\$193,215	\$2,965,850
Holland Water Tank (Water)	\$1,600,000	\$80,000	4.5%	2025	\$320,000	\$0	\$80,000	\$240,000
HVAC Town Hall (General)	\$450,000	\$45,000	2.8	2030	\$360,000	\$0	\$45,000	\$315,000
Mileslip Rd Land (General)	\$2,300,000	\$120,000	4.5%	2025	\$380,000	\$0	\$120,000	\$260,000
Outfall Disfuser (Sewer)	\$337,395	\$15,000	4.0%-5.0%	2026	\$75,000	\$0	\$15,000	\$60,000
Police Station (General)	\$2,950,260	\$150,000	3.7%-4.5%	2024	\$450,000	\$0	\$150,000	\$300,000
Replace Water Main Connections (Water)	\$983,705	\$49,185	3.25%	2040	\$885,335	\$0	\$49,186	\$836,149
Road Reconstruction (General)	\$2,000,000	\$200,000	2.8%	2030	\$1,344,000	\$0	\$200,000	\$1,144,000
Sanitary Sewer Rehab (Sewer)	\$270,000	\$27,000	2.35%	2026	\$121,500	\$0	\$27,000	\$94,500
Secondary Clarifiers (Sewer)	\$1,206,875	\$80,000	1.49%	2036	\$1,206,875	\$0	\$81,875	\$1,125,000
Septage Facility (Sewer)	\$1,199,690	\$30,278	2.72%	2032	\$333,053	\$0	\$30,277	\$302,776
Storm Water Video Inspection (General)	\$216,000	\$26,614	2.00%	2024	\$87,996	\$0	\$28,753	\$59,243
Union St Water Main (Water)	\$132,809	\$13,281	2.35%	2026	\$59,764	\$0	\$13,281	\$46,483
UV Disinfection System (Sewer)	\$924,367	\$46,218	3.25%	2040	\$755,670	\$0	\$46,218	\$709,452
Wastewater Backup Generator (Sewer)	\$338,895	\$33,889	2.8%	2030	\$227,737	\$0	\$33,889	\$193,848
West Elm St Water Main (Water)	\$792,000	\$79,200	2.35%	2026	\$356,400	\$0	\$79,200	\$277,200
	<b>\$23,529,127</b>				<b>\$12,225,761</b>	<b>\$0</b>	<b>\$1,433,026</b>	<b>\$10,792,735</b>

**4. a) 3) Approval of Milford-Brookline Mutual Aid Agreement - Health Officer**

**Mutual Aid and Assistance Agreement  
For Health Officer Services  
Between the Towns of Milford and Brookline**

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

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

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

**WHEREAS**, the Towns of Milford and Brookline wish to provide mutual aid and assistance to one another in the area of the health officer inspectional services at appropriate times and limited scale.

**THEREFORE**, pursuant to RSA 53-A:3, 1, the Towns of Milford and Brookline enter into this Agreement for the health officer and inspectional services, with this Agreement embodying the understanding, commitments, terms and conditions for said aid and assistance, as follows:

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

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

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

A. Unless otherwise provided, the duration of the Provider's assistance shall be presumed to be for an initial period of 30 days. Thereafter, assistance may be extended as the situation warrants for periods mutually agreed upon by the towns.

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

## **SECTION II: COST DOCUMENTATION**

A. Personnel - Provider shall continue to pay its employee according to its then prevailing rules and regulations.

B. Vehicle - Provider shall document any expense incurred for the use of either a municipality-provided vehicle or a private vehicle utilized by the Health Inspector. In either event, mileage incurred for the service provided will be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

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

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

## **SECTION IV: COMPLIANCE WITHIN RSA 54-A:3**

A. The duration of this Agreement is 30 days. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon, unless terminated sooner pursuant to Section IV-E, below.

B. There is no separate legal entity, or organization being established. The Towns are interested in formally sharing existing health inspector personnel and other resources and seek to establish the framework to accomplish that.

C. The purpose of the Municipal Aid Agreement is to formally allow the Health Inspector of the Town of Milford and the Town of Brookline to fill in for each other as may be needed within the jurisdictions of Milford and Brookline, to ensure the two communities health officer inspectional functions are covered during times of prolonged illness, vacations, and extended leaves and/or unfilled position(s).

D. The financing of the existing Health Officer functions is handled individually within the

operating budgets of the Towns of Milford and Brookline. This will not change under this Agreement. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.

E. By written notice from one governing board to another or its designee, this Agreement may be terminated within 30 days' notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.

F. This Mutual Aid Agreement shall be administered by the governing boards of Milford and Brookline, or their designees. The agreement specifies that the Milford and Brookline Select Boards designate their respective Town Administrator as the administrator responsible for day-to-day oversight of the Agreement.

G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Milford and Brookline as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Milford or the Town of Brookline.

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

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

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

**SECTION VI: IMMUNITY**

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

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

Each party (as Indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments costs, charges, professional fees, and other expenses or liabilities

of every kind arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's neglect, acts, errors and/ or omissions. Indemnitor further agrees to investigate, handle respond to, provide defense for, and defend any claims, etc. at indemnitors sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

**SECTION VIII: EFFECTIVE DATE**

This agreement shall take effect upon its approval by the governing boards of the Towns of Milford and Brookline and upon the approval of the NH Attorney General pursuant to RSA 53- A:3(V) its subsequent proper execution hereof. This agreement shall remain in effect for 30 days after its execution, subject to Section IV-E, above and can be renewed by joint action of the two governing boards.

**IN WITNESS WHEREOF**, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved with the concurrence of a majority of the governing board, as of the date set forth in this Agreement.

**TOWN OF MILFORD SELECT BOARD**

_____	_____
Gary Daniels	Date
_____	_____
Chris Labonte	Date
_____	_____
Paul Dargie	Date
_____	_____
Tim Finan	Date
_____	_____
David Freel	Date

TOWN OF BROOKLINE SELECT BOARD

8-7-2023

Eddie Arnold

Date

*Brendan Denehy*

8/7/23

Brendan Denehy

Date

*Steve Russo*

8/7/23

Steve Russo

Date

*CP 1*

8-7-2023

Ed Perry

Date

*Brian Rater*

8-7-2023

Brian Rater

Date



## 4. a) 4) Approval of Brookline Health Officer Nomination Form

### HEALTH OFFICER AND/OR DEPUTY NOMINATION FORM



#### Application Information

Health Officer (HO)       New Appointment      \_\_\_\_\_ Renewal  
 Deputy Health Officer (DHO)      \_\_\_\_\_ New Appointment      \_\_\_\_\_ Renewal

Please complete all elements of this form. The information is required per New Hampshire State Law [RSA 128](#) and ensures the ability of the New Hampshire Division of Public Health Services (DPHS) to communicate with Health and Deputy Health Officers during local or statewide emergencies. If the health officer position is temporarily vacant, please identify one (1) person on the Board of Selectmen (BOS) to serve as the contact with DPHS. Please list that person's mobile number and email in case of health emergencies.

**Per recent changes to RSA 128:9, all nominated persons must have a criminal background check on file with the town.**

**As of June 2021, Health Officers and Deputy Health Officers are required to complete a 3-hour training course within the first year of their appointment. Completion of this nomination form provides for a conditional appointment that will be finalized upon proof the health officer's completion of the training course.**

<b>Town Information</b> Town: <u>BROOKLINE</u> Town Manager/Admin. Name: <u>SCOTT BUTCHER</u> Email: <u>sbutcher@brookline.nh.us</u> Phone: <u>603-673-8855 x213</u>	<b>Board of Selectmen Information</b> Mailing Address: <u>P.O. Box 360</u> City/State/Zip: <u>BROOKLINE, NH 03033</u> Email: <u>selectboard@brookline.nh.us</u> Phone: <u>603-673-8855</u>
<b>Health Officer Information</b> Name: _____ Municipal Mailing Address: _____ Office Phone: _____ Cell Phone (required): _____ Email (required): _____ Fax Line: _____ Date of Birth: ____/____/____ Background check (required) completed on (date) _____ Is this background check on file? Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Deputy Health Officer Information (if applicable)</b> Name: _____ Municipal Mailing Address: _____ Office Phone: _____ Cell Phone (required): _____ Email (required): _____ Fax Line: _____ Date of Birth: ____/____/____ Background check (required) completed on (date) _____ Is this background check on file? Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Primary Occupation (circle or bold)</b> Fire EMT/Paramedic Town Adm./Manager Code Enforcement/Building Inspector Health Officer/DHO Only Other _____ <b>Town Position Type: (circle one)</b> Full Time Part-time Per Diem Volunteer Signature of Health Officer: _____ Date: _____ <b>Signature of Board of Selectmen (3 minimum):</b> Print Name: _____ Print Name: _____ Print Name: _____	<b>Deputy Occupation - (circle or bold)</b> Fire EMT/Paramedic Town Adm./Manager Code Enforcement/Building Inspector Health Officer/DHO Only Other _____ <b>Town Position Type: (circle one)</b> Full Time Part-time Per Diem Volunteer Signature of Deputy: _____ Date: _____ Signature: _____ Signature: _____ Signature: _____

**YOU MAY RETURN FORM VIA Email, Post or Fax:**

**EMAIL:** [Healthofficer@dhhs.nh.gov](mailto:Healthofficer@dhhs.nh.gov)

**POSTAL SERVICE:** Sophia Johnson, Health Officer Specialist.  
 NH DHHS, Bureau of Public Health Protection, 29 Hazen Drive, Concord, NH 03301-6504 **FAX:** 603-271-8705 **Phone:** 603-271-3468

Do not write in this box — For State Office Use Only		
Appointment Date:	Expiration Date:	New/Renew

#### 4. b) 1. Acceptance of Library Roof Repairs



## Wadleigh Memorial Library

49 Nashua Street, Milford, NH 03055

(P) 603-249-0645 (F) 603-672-6064

Email: [wadleigh@wadleighlibrary.org](mailto:wadleigh@wadleighlibrary.org)

[www.wadleighlibrary.org](http://www.wadleighlibrary.org)

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Date: Monday, August 14

To: Board of Selectmen

From: Wadleigh Memorial Library Board of Trustees, Milford Director of Public Works

Re: Library Roof repairs

Dear Sirs:

We are requesting that you contract with CK Landmark Construction Corp of Concord, NH, for repair of the library roof. CK was interviewed, along with another candidate, by the Town Administrator, Director of the DPW, and the Chair and Treasurer of the Library Board of Trustees, and we agreed that they were the best candidate for this project. We have checked their references.

Please find attached the quote from CK.

It is our understanding that the BOS is able to commit \$75,000 to this project, with the Library Board of Trustees to pay the remainder of the contract, up to \$50,000.

Thank you.

Lynn R. Coakley  
Treasurer, Wadleigh Memorial Library Board of Trustees

Leo Lessard  
Director, Milford Department of Public Works

# TOWN OF MILFORD

## TOWN ADMINISTRATION



Date: August 10, 2023

To: Board of Selectmen

From: Lincoln Daley, Town Administrator

Re: Wadleigh Memorial Library Roof Replacement Project

Public Works Director, Leo Lessard and the representatives of the Library Trustees are before the Board seeking approval of the selected contractor to replace the Wadleigh Memorial Library roof. As the Board may recall, the original Request for Proposal was revised and subsequently reissued due to the cost disparity in bids and differing project approaches/proposes solutions. The revised Request for Proposal provided updated specifications/standards and timeline for the removal and replacement of the architectural roof shingles, rubber roof, and related Appurtenances.

The Town received a total of six (6) bid submittals by the June 30, 2023 deadline. The companies and associated bids are as follows:

<b>Company</b>	<b>Bid Proposal</b>
CK Landmark Construction Corporation	\$122,285
Triple Construction, LLC	\$141,587
LGR1 Inc.	\$147,000
Triumph Roofing, Inc.	\$165,000
JJS Universal Construction Company	\$202,220
Cape Cod Builders, Inc.	\$364,000

The bids were reviewed/evaluated by Leo Lessard, Public Works Director, Lynn Coakley, Library Trustee, and myself for compliance with the scope, specifications, and terms of the Request for Proposal. At the conclusion of the evaluative process, the group selected two (2) final contractors for a follow-up interview and questions. CK Landmark Construction Corporation of Concord, NH was ultimately chosen based on their project team/personnel, past/present experience with similar projects, project costs, ability meet the established deadlines, and added flexibility during construction.

# TOWN OF MILFORD

## TOWN ADMINISTRATION



Date: August 10, 2023

To: Board of Selectmen

From: Lincoln Daley, Town Administrator

Re: Wilton-Milford-Amherst-Bedford NHDOT 1369D  
NH Route 101 Safety Improvements

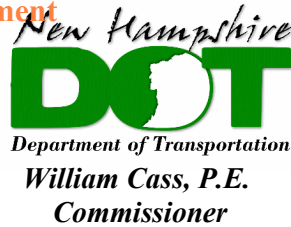
The purpose of this agenda item is to update the Board regarding the NHDOT planned Route 101 Safety Improvements through Milford (from Phelan Road to the western limits of the Rte. 101A interchange ramps) and the requested execution of an associated Municipal Work Zone Agreement.

As the Board may recall in March, NHDOT held a series of input sessions within each affected community to discuss the proposed roadway improvements and solicit comments and recommendations. (See Attached March 6<sup>th</sup>/7<sup>th</sup> Presentation) As summarized in the attached July 28<sup>th</sup> letter from the NHDOT, the proposed safety improvements incorporate many of the comments and input provided by the Town. The safety improvements will repurpose the existing 12' land and 10' shoulders to provide a 6' median buffer (3' left and right of the centerline) and 11' lane with 8' shoulders within the Milford section of the project. The median buffer area will be delineated with pavement markings and two lines of rumble strips, and shoulder rumble strips will also be installed. Additional improvements will include measures to improve nighttime visibility and safety. Lastly, there will be additional incidental construction work required for the NH Route 101 bridges, drainage, roadside ditches, and other elements within the project lines.

To complete these safety improvements, NH DOT will provide the ability to control traffic through the work zone. Attached please find two copies of the Municipal Work Zone Agreement for Board of Selectmen review and signature. All affected municipalities are asked to sign as an acknowledgment that the NHDOT is given the authority to control traffic for the duration of the project. NHDOT has stated that there will be no cost to the Town and there is no expectation that Town staff will provide any support for any construction activities.



4. b) 2) Acceptance of Wilton-Milford-Bedford NH Route 101 Safety Improvements Municipal Work Zone Agreement



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



David Rodrigue, P.E.  
Assistant Commissioner  
Andre Briere, Colonel, USAF (RET)  
Deputy Commissioner

WILTON-MILFORD-AMHERST-BEDFORD  
13692D  
NH ROUTE 101 SAFETY IMPROVEMENTS

Bureau of Highway Design  
Room 200  
Tel. (603) 271-2171  
Fax (603) 271-7025

July 28, 2023

Mr. Lincoln Daley  
Town Administrator  
Town of Milford  
1 Union Square  
Milford, NH 03055

Dear Mr. Daley and Selectboard:


As you are aware through coordination with the Town of Milford that the New Hampshire Department of Transportation (NHDOT) has developed safety improvements on NH Route 101 in Milford. This project is based on the *2002 NH Route 101 Corridor Plan: Amherst, Milford, Wilton*, which was prepared in cooperation with the Nashua Regional Planning Commission. The safety improvements proposed will repurpose the existing 12' lane and 10' shoulder to provide a 6' median buffer (3' left and right of centerline) and 11' lane with 8' shoulders between Phelan Road and the western limits of the NH Route 101A interchange ramps. The median buffer area will be delineated with pavement markings and two lines of rumble strips, and shoulder rumble strips will also be installed. The NH Route 101 pavement markings will be durable grooved polyurea pavement markings and the roadside will be marked with tubular delineators to improve the night-time visibility of the roadway. There will be other incidental construction necessary work required for the NH Route 101 bridges, drainage, roadside ditches, ramp concrete noses, and other elements within the project limits.

To complete the work on NH Route 101, two-way traffic will be maintained on NH 101 during most work operations and non-work hours, however short-term traffic control lane shifts, and shoulder closures will be required for shoulder milling and paving of shoulder leveling course. Pavement placement and traffic counting equipment installed on the NH Route 13 interchange ramps will require short-term ramp closures and detours, similar to past resurfacing projects. The Traffic Control Plan will only allow the contractor to close one ramp and detour to be in service at any time. Throughout the duration of the project, and at the discretion of the Department, uniformed officers and flaggers may be used to control traffic. Static and portable changeable message signs may be used to notify motorists in advance of upcoming work and provide messages during construction.

Included as part of this transmittal are two (2) copies of the Municipal Work Zone Agreement (MWZA) that all municipalities are asked to sign as an acknowledgement that the Department will have the authority to control traffic through the work zone for the duration of the project. Please sign both enclosed documents and return them to me in the self-addressed, stamped envelope provided. One signed copy will be returned to the Town and one retained in the Construction file.

There is no cost to Milford and there is no expectation of Town staff support for any construction activities. If you have any questions or would like to discuss this project further, feel free to call me at (603) 271-3921 or send an e-mail to [Jason.M.Ayotte@dot.nh.gov](mailto:Jason.M.Ayotte@dot.nh.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Jason M. Ayotte". The signature is fluid and cursive, with a large initial "J" and "A".

Jason M. Ayotte, P.E.  
Project Manager

JMA/jma

Enclosures: Municipal Work Zone Agreements

cc: Chief Mike Viola (via email)

**MUNICIPAL WORK ZONE AGREEMENT  
FOR  
MILFORD**

**STATE PROJECT: 13692D  
FEDERAL PROJECT: X-A004(698)**

THIS AGREEMENT, executed in *duplicate*, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, between the New Hampshire Department of Transportation, hereinafter called the “DEPARTMENT” and the Town of Milford, hereinafter called the “TOWN.”

WITNESSETH that,

WHEREAS, the DEPARTMENT will construct the NH Route 101 Safety Improvements between Phelan Road and western limits of the NH Route 101A interchange ramps in Milford. The project will repurpose the existing 12’ lane and 10’ shoulder to provide a 6’ median buffer (3’ left and right of centerline) and 11’ lane with 8’ shoulders. The NH Route 101 Safety Improvements will resurface the existing pavement surface, install 6’ median buffer area delineated by pavement markings and two lines of rumble strips, install shoulder rumble strips and grooved polyurea pavement markings, construct 4 emergency/maintenance pull offs, install traffic counting equipment, reset existing guardrail, regrade 500’ of roadside ditch, as well as other bridge, drainage, and roadway items associated with construction activities;

**WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;**

**WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and**

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct project Wilton-Milford-Amherst-Bedford 13692D, Safety Improvements on NH Route 101 in the TOWN.
- B. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.**
- C. The Department, as of April 1, 2013, will only compensate for the use of police officers that have successfully completed an NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Milford, New Hampshire, on this \_\_\_\_ day of \_\_\_\_\_, 2023; The Department of Transportation on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**NEW HAMPSHIRE DEPARTMENT OF  
TRANSPORTATION**

**TOWN OF MILFORD**

By: \_\_\_\_\_  
William J. Oldenburg, P.E.  
Director of Project Development

By: \_\_\_\_\_  
Gary Daniels  
Chair, Board of Selectmen

cc: Chief Mike Voila (Milford Police Chief)

## 5. Town Status

### TOWN STATUS REPORT

August 14, 2023

#### 1. Municipal Building Lighting Replacement/Upgrade Project

In an effort to reduce municipal energy consumption and realize potential saving to tax payers, we are currently evaluating options to replace older, less efficient lighting and utilizing current lighting technologies. To that end, the Affinity LED Lighting Company recently completed a lighting audit to convert the lighting for all municipal buildings to LED. The projected initial investment to replace all of the interior lighting is approximately \$272,000 with a return on investment of 5 years. Thereafter, the annual savings to the Town would be approximately \$54,000 per year.

Affinity LED Lighting Company will be before the Board to discuss the analysis/findings and provide the funding options for review and consideration. Please refer to the bound report from Affinity LED Lighting Company for more detailed information and analysis. No action is required by the Board at this time.

#### 2. Board, Commission, Committee Volunteers

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

- Board of Adjustment 2 Alternate Positions
- Budget Advisory Committee TBD
- Capital Improvement Advisory Committee 7 Full Time Positions
- Conservation Commission 2 Alternate Positions
- Economic Development Advisory Council TBD
- Granite Town Media 1 Full Time Position
- Recycling Committee 1 Full Time Position
- Planning Board 2 Alternate Positions

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





# Lighting Upgrade Project

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Presented by Affinity LED



**August 9<sup>th</sup>, 2023**

Dear Friends at the Town of Milford,

We are honored to submit this proposal for the Town of Milford interior lighting LED upgrade project. All information contained in this proposal accurately describes the services we provide.

We, Affinity LED Light LLC (Affinity LED), are a local company founded in 2012 and currently headquartered in the Washington Street Mills in downtown Dover, New Hampshire.

Our view of doing business is to support our clients to reduce operational spending through energy and lighting maintenance cost reductions, while providing improved quality of light and lowering greenhouse gas emissions to improve air quality and public health in our local communities.

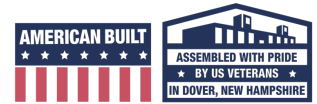
We founded our company on this belief...

**that doing well and doing good  
are not mutually exclusive ideas.**

Our business model is unique, in that we take ownership of the entire customer value chain... from product development and manufacturing (**We are New England's only LED Lighting Manufacturer**), to engaging regional utility partners, **to end-to-end turnkey "boots on the ground" project management**. Doing business with Affinity LED assures you one responsible point of contact before, during and after your community's lighting efficiency measures have been installed. **We place the highest value on our relationships and our local hands-on partnerships with our clients**, one that sets us apart and is vital to your long-term satisfaction over the lifetime of the equipment. **There isn't another company in the industry who does what we do, the way we do it!**



Our CLIQ Connected line of **intelligent lighting provides leading edge LED technology** with rated lifetimes exceeding 80,000 hours of operation. **Assembled locally at our UL and ETL-approved manufacturing facility in Dover, NH with a workforce of U.S. Veterans**, we are fortunate to be producing "best-in-class" lighting while providing employment opportunities to those who have served and protected our nation. Further, **all Affinity LED CLIQ Connected lighting products come with a 7-year warranty**. Our Warranty Statement is attached.



**We are your local New Hampshire Lighting Company, with products locally assembled and serviced just a few short miles from Milford.**

We have successfully completed comprehensive turn-key building lighting projects across Maine, New Hampshire and Massachusetts. These include industrial spaces (production lines and warehouses), municipal buildings (fire departments, town halls, public works facilities and police stations), K-12 schools, and commercial properties (car dealerships, restaurants, hotels and retail stores). In 2019, after completing the development of **CLIQ Connected, our line of American-built smart lighting, we were immediately competitively selected by the SAU #461 (Rochester, NH) to upgrade nine school buildings.** Since that time, we have been selected by multiple municipalities and K-12 Districts in Maine and New Hampshire for smart lighting building upgrades.

As demonstrated in this proposal, we understand the complexities of lighting conversions and specifically, your individual community's project. To ensure we meet or exceed your expectations, we have assembled a **"Partners of Choice" team of experts to fulfill our end-to-end turnkey commitment to you** as outlined in this response:

### Installation & Maintenance

**Our highly capable crews are experienced contractors** having all requisite training, certifications, equipment, and insurance to safely perform the required operations of disconnection, fixture installation and reconnection. The installation service is included in our proposal at no additional cost to the Town.

### Tax-Exempt Lease Purchase Financing

**Affinity LED has partnered with Municipal Leasing Consultants (MLC)** to help your community get the equipment and technology you need to continue providing the best possible services, in the most cost effective way. MLC has a track record of success and a strong commitment to helping American communities achieve their goals.

### Recycling & Disposal

We contract with Casella, Waste Management and Universal Recycling Technologies (URT) **to provide safe, secure, certified disposal and recycling of waste materials.** This service is included in our proposal at no additional cost to the Town.

**We are aligned and ready to add the "Most Important Partner" to our Team... the Town of Milford.** We look forward to engaging with all of you on this important project.

Yours truly,

**Steven R. Lieber**  
President & Founder, Affinity LED Light LLC

**Mailing:**  
Affinity LED Light LLC  
133 Islington Street  
Portsmouth, NH 03801  
Fax: 603-590-8897

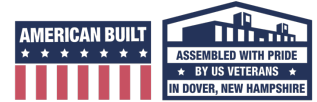
**Office & Warehouse & Assembly:**  
Affinity LED Lighting  
1 Washington Street, Unit # 5121  
Dover, NH 03820 Phone: 978-378-LED8



**Steve Lieber**  
**Principal Contact**  
cell: 603-828-8919  
steve@affinityled.com



**Angel Segarra**  
**Project Manager**  
cell: 603-866-2379  
angel.segarra@affinityled.com



## Affinity LED Light Key Project Personnel

**Steve Lieber**

President & Principal  
Mobile: 603-828-8919  
steve@affinityled.com

Steve is the senior person responsible for overall satisfaction of our clients. He supports the internal team on various aspects required for successful project execution and ensures internal personnel and external resources are aligned on delivering operational excellence in all aspects of the organization.

### *Additional Staff Assigned*

**Angel Segarra**

Project Manager

Angel Segarra's role as Project Manager includes the bridging of Project Development and Operations activities to ensure all technical aspects of the project are at full readiness and team members are prepared for smooth implementation.

**Johnny Muy**

Director of Operations

Johnny Muy is our Director of Operations and is responsible for the project management lifecycle from acquisition through project install completion, including raw materials acquisition, production, quality control, shipment readiness, and construction schedules.

**Jason Wiggins**

Field Technician

Jason Wiggins is our Field Technician responsible for assisting project development and operations to create practical solutions and overseeing the implementation in the field.

### *Assembly Team:*

**Michael Snay**

Lead Technician & Production Manager Lead

Michael Snay (US Navy Veteran) is our Lead Technician and Production Supervisor, in charge of assigning tasks to our assembly team, keeping assembly on schedule, and making warranty repairs, as necessary.

### **The Assembly Team**

All US Veterans

### *Finance Team:*

**Caroline Kinville**

Vice President: Finance & Production Operations

Caroline Kinville leads all aspects of the company's finance, administration and operational functions, from oversight of overall operational efficiency, to contracts and insurance, liaising between financiers and our customers, and human resources.

**Jeff Michaud**

Staff Accountant

Jeff Michaud manages accounts payable, customer payments and all aspects of the company IT systems.

## This proposal includes these services:



A comprehensive audit of the existing infrastructure (interior and exterior)



Utility and incentive paperwork



Fixtures built to order in our Dover office / manufacturing facility



Installation of new fixtures and disposal of legacy fixtures



Responsible handling of all waste



Programming of new Smart fixtures



A contingency budget to prevent the need for a change order

# Project Highlights

## Product Summary

Building	TOTAL FIXTURES	SMART FIXTURES	CLIQ IQ
Milford Town Hall	412	177	43%
Milford Ambulance	126	100	79%
Milford Cemetary and Parks Buildings	54	44	81%
Milford DPW	99	61	62%
Milford Police Department	247	128	52%
Milford Pool House	43	0	0%
Milford Recycling and Transfer	91	60	66%
Milford Public Library	349	218	62%
<b>Totals</b>	<b>1421</b>	<b>788</b>	<b>55%</b>

## Project Financial Summary

Building	PROJECT COST	ESTIMATED INCENTIVES	MLC TELP	PROJECT NET	ANNUAL SAVINGS	SIMPLE PAYBACK (YRS)
Milford Town Hall	\$55,893	(\$13,840)		\$42,053	(\$13,521)	3.11
Milford Ambulance	\$26,661	(\$7,075)		\$19,586	(\$7,171)	2.73
Milford Cemetary and Parks Buildings	\$12,656	(\$1,980)		\$10,676	(\$1,264)	8.44
Milford DPW	\$18,171	(\$3,055)		\$15,116	(\$3,025)	5.00
Milford Police Department	\$45,484	(\$8,855)		\$36,629	(\$8,535)	4.29
Milford Pool House	\$4,344	\$0		\$4,344	(\$1,277)	3.40
Milford Recycling and Transfer	\$29,904	(\$2,100)		\$27,804	(\$2,954)	9.41
Milford Public Library	\$78,452	(\$6,783)		\$73,107	(\$16,552)	4.42
<b>Totals</b>	<b>\$271,563</b>	<b>(\$43,688)</b>	<b>\$41,065</b>	<b>\$268,940</b>	<b>(\$54,299)</b>	<b>4.95</b>

# Project Highlights

## Project Energy Profile

Building	ANNUAL KWH REDUCTION	REDUCTION %	KWH REDUCTION DUE TO CLIQ	REDUCTION %	ANNUAL CO2 REDUCTION (lbs)
Milford Town Hall	-48,965	-80%	-7,025	14%	-80,303
Milford Ambulance	-30,878	-81%	-6,740	22%	-50,641
Milford Cemetary and Parks Buildings	-3,998	-78%	-918	23%	-6,555
Milford DPW	-9,976	-79%	-1,866	19%	-16360
Milford Police Department	-33,439	-76%	-5,690	17%	-54,839
Milford Pool House	-3,772	-68%	0	0%	-6,185
Milford Recycling and Transfer	-12,056	-62%	-1,433	12%	-19,773
Milford Public Library	-63,779	-83%	-9,978	16%	-104,598
<b>Totals</b>	<b>-143,083</b>	<b>-75%</b>	<b>-23,670</b>	<b>15%</b>	<b>-234,658</b>



Below we compare the project investment with the estimated savings from our comprehensive energy & costing model.

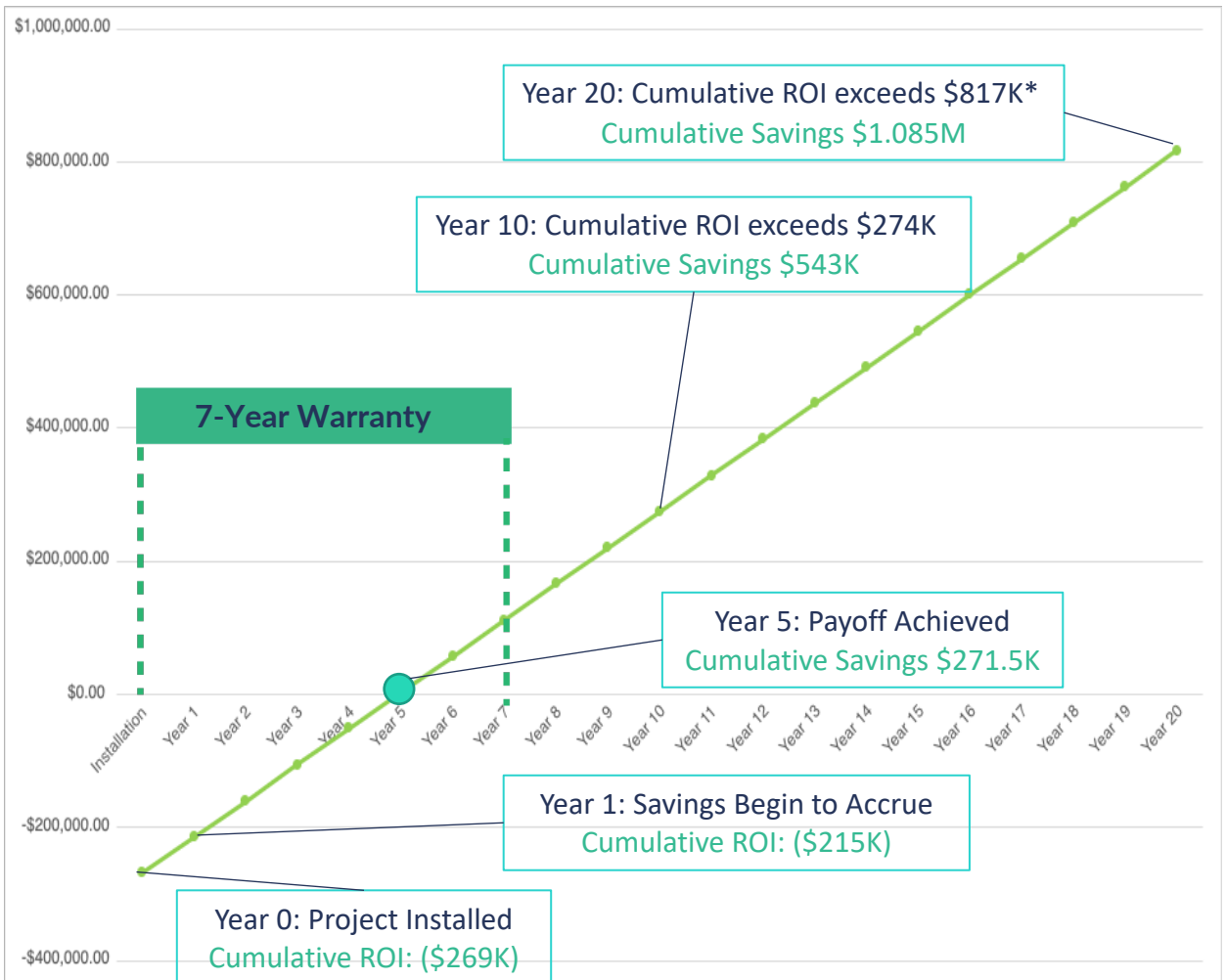
Here's what is represented:

- Actual Eversource billing rates
- Hours of occupancy based on building hours
- Savings due to high-end trim, occupancy sensors and daylight harvesting

Here's what is **NOT** represented:

- Maintenance savings (no more ballast replacements or ladder time!)
- Energy savings due to manual dimming
- Energy costs will go up – therefore so will your savings!

Based on the current assumptions, **we expect the project will return more than \$800K\*** over the life of the LED fixtures!





## How do I know a proposal is best for my community?

**We get it! There is a lot of information to consider.**

At Affinity, we value building strong relationships with our clients and assisting you in making the best-informed decisions for your community and your long-term satisfaction of the project.

To help you navigate the process, here are some key factors to consider when reviewing proposals of this complexity:

- ✓ *Does this proposal include the highest level of efficiency available? (e.g., industry leading efficiency)*
- ✓ *What are the projected annual savings, simple payoff, and return on investment for this proposal?*
- ✓ *Will the proposed vendor engage to optimize smart lighting benefits to improve both the work experience and the efficiency benefits of this technology?*
- ✓ *Does this proposal provide the best warranty available?*
  
- ✓ *Are the products being both built and serviced locally?*
- ✓ *What's the total impact on your carbon footprint due to this project? Is solid waste mitigation part of their ethos?*
- ✓ *Do you feel like this company really understands your project?*



## Relevant Projects Completed

### Rochester School Department SAU#54

- Spaulding High School
- R.W. Creteau Regional Technology Center
- Rochester Middle School
- Chamberlin St School
- East Rochester School
- Gonic School
- Maple St Magnet School
- McClelland Elementary School
- Nancy Loud School
- School St School
- William Allen School
- Bud Carson Academy/ Rochester Community Center

2018-2020

Description: Comprehensive turnkey retrofit projects.

Contact:

Dave Totty Director of Facilities

603- 332- 3678

[Totty.d@sau54.org](mailto:Totty.d@sau54.org)

Total for all projects: \$1,162,085

All timelines for projects were met.

### Rochester Municipal Projects

- City Hall
- Fire Department
- Gonic Fire Department
- Police Department
- Public Library
- Revenue Building
- Water Treatment
- City-wide Streetlighting
- City-wide decorative lighting
- Hanson Pines Court/ Field Lighting

2017-2023

Description: Comprehensive turnkey retrofit projects.

Contact:

Mike Riley, Buildings and Grounds Supervisor

603-332-4096

[michael.riley@rochesternh.net](mailto:michael.riley@rochesternh.net)

Total for all projects: \$952,147

All timelines for projects were met.

### Dover Municipal Projects

- City Hall
- Fire Department
- Department of Public Works
- Police Department
- Ice Arena
- Indoor Pool
- Public Library
- City-wide Streetlight Project
- City School District (2023-2024)

2015-2023

Description: Comprehensive turnkey retrofit projects.

Contact:

John Storer-Director of Community Services

[j.storer@dover.nh.gov](mailto:j.storer@dover.nh.gov)

Total for all projects: \$844,517

All timelines for projects were met.

## Relevant Projects Completed

### Plaistow Municipal Projects

- Town Hall
- Fire Department
- Police Department
- Town-wide Streetlights

2019-2021

Description: Comprehensive turnkey retrofit projects.

Contact:

Dee Voss- Planning, Energy, Projects

603-382-5200 x202

[dvoss@plaistow.com](mailto:dvoss@plaistow.com)

Total for all projects: \$206,599

All timelines for projects were met.

### Kingston Municipal Projects

- Police Department
- Town-wide streetlights
- Audits and proposals submitted for the total of the municipal complex

2020-2022

Description: Comprehensive turnkey retrofit projects.

Contact:

Kevin St James-Select Board Vice Chair

603-642-3671

[kevinstjames@comcast.net](mailto:kevinstjames@comcast.net)

Total for all projects: \$45,222

All timelines for projects were met.

#### Project Currently Under Construction

- ✓ York School Department
- ✓ Topsham ME Municipal Buildings and Streetlights
- ✓ Wiscasset ME Streetlights
- ✓ Greenville, NH Streetlights
- ✓ Rollinsford, NH Streetlights

#### Projects Under Contract/Proceeding

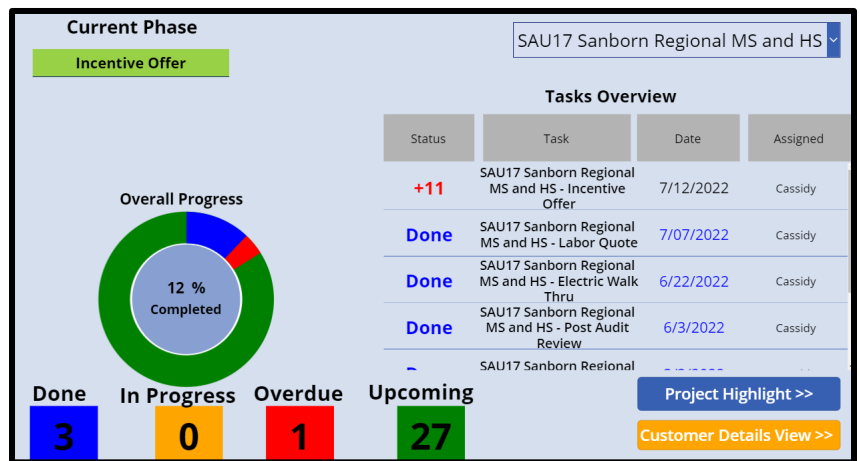
- MSAD35 School District
- Bowdoinham ME Municipal Buildings and Streetlights
- Dover NH School District
- Milton NH School District
- S. Berwick, ME Town Buildings
- Kittery, ME Town Buildings

# Project Implementation

## Project Management

As both a manufacturer of lighting equipment and the regional leader in LED lighting projects which involves multiple contractors, Affinity is responsible for the efficient management of multiple convergent work streams. As such, we have developed custom software to allow our team to effectively management multiple projects simultaneously.

We track the key milestones of the project (see image below) by looking at the planned and actual execution of each phase. This allows us to communicate progress clearly and discuss changes to the proposed timeline based on real-world circumstances. Each task in the project flow is assigned to a specific member of the Affinity team to ensure personal accountability and company-wide visibility. Information about the roles and responsibilities of our team have been included in the Key Personnel section.



## Installation Approach

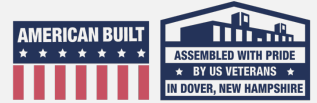
Our installation planning factors in each customer’s specific site schedule requirements, installation contractor work loads, and Affinity’s product production planning. We work with you, our client, to determine **the least disruptive schedule to your daily municipal operations.**

*Pre-Installation-* Discuss logistics for delivery and installation timeframe.

*During installation-* Affinity team members regularly on site to oversee and direct installers and trouble shoot as necessary.

*Post installation-* Customized intelligent lighting programming and relevant training is completed, recycling and waste removed, and utility communications wrapped up.

# Product Spotlight



Introducing CLIQ Connected Intelligent Lighting. CLIQ technology combines leading edge efficiency ambient lighting and intelligent programming solutions for any, office, hallway or common area.

## Daylight harvesting

Lights automatically dim in response to natural light, which means letting the sun share the load – and extra savings on your utility bills.

## Customization

Staff have more control over room conditions with Bluetooth controls and preprogrammed switches:

Each room can be dimmed to the exact preference of the staff for any situation.

In need of something more targeted? “Scenes” can be preprogrammed into the switch so staff can press a button and have task lighting for presentations, projector usage, or any other workplace activity.

## Occupancy sensors

Each light having a sensor means that areas that don’t need more light are not getting as much power, saving you energy and money.

**Built locally by US Veterans in our Dover, NH facility**



## 2-year longer warranty

Most brands use the standard DLC 5-year product warranty. The CLIQ line has a **7-year product warranty**.

## Cost of labor & maintenance

The utilization of Bluetooth controls means that there is less wiring, and **less time and cost** associated with installation and maintenance.

## Higher Efficiency

**More lumens per Watt** ensures a more efficient product with a longer lifespan.

## Programming

Concerned about the controls being complicated? We program all areas of the building to the staff preferences and offer continued training for the ease of all parties involved.

OUR PHILOSOPHY

doing well *and* doing good  
are not mutually exclusive business goals

# Efficiency Comparison

## Higher Efficiency

More lumens per Watt ensures a more efficient product with a longer lifespan.



Standard\*

Premium\*

"Elite"



**Troffers & Retrofit Kits**

110 LPW

125 LPW

+17.6%

147 LPW

**Linear Ambient**

115 LPW

130 LPW

+13.1%

147 LPW

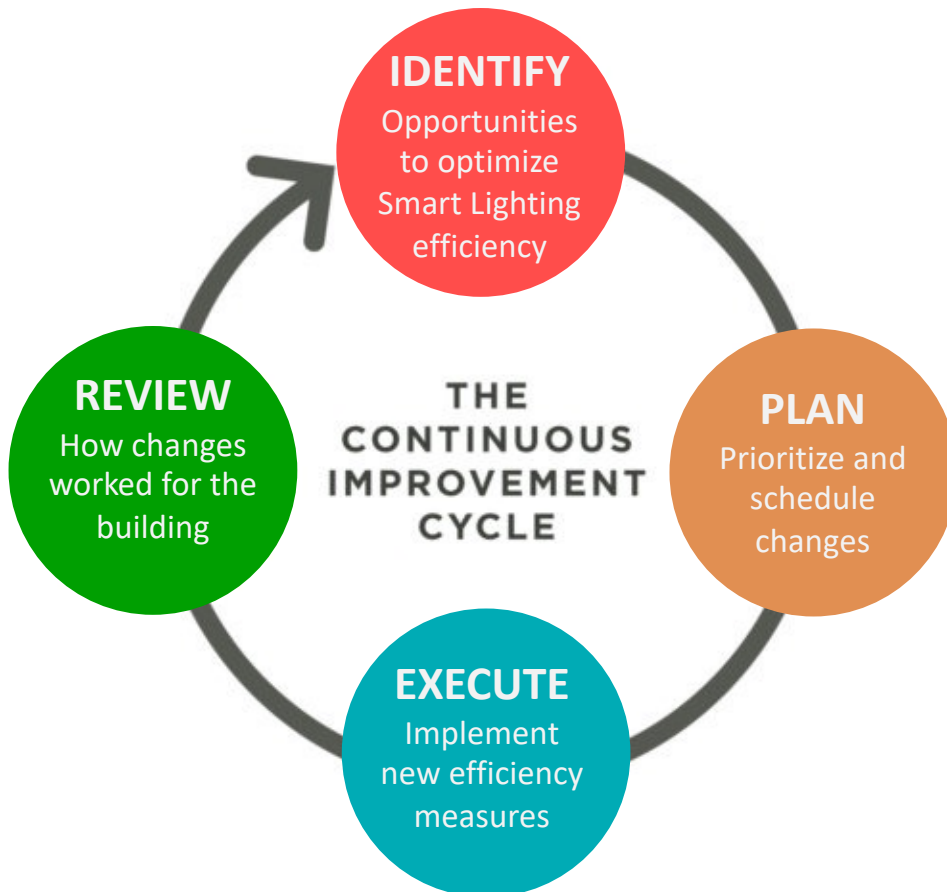
## What that means for this project

Integrated fixtures have a longer lifetime expectancy than tubes and bulbs, and our intelligent lighting "takes the cake" with **overpowered and underdriven technology**. You can be sure your lighting will last for years to come.

# A Lifelong Partnership

## Invested in you...

Taking responsibility of everything from manufacturing to programming the installed fixtures means you only ever have **one call** to make. We bring *more* than transactional project management to the table- we are **invested in our customers** for the life of the fixtures- *continuously* working on improving and meeting your changing needs.





# Project Gallery



*Marshwood High School  
Wood Shop  
4Ft CLIQ Wraps*

*Marshwood High School  
Hallway  
2x2 CLIQ Troffer*



*Rochester High School  
Library  
2x4 CLIQ Troffers*



# City of Rochester School Department

**Mr. Kyle Repucci**  
Superintendent of Schools  
e-mail: repucci.k@rochesterschools.com

**Dr. Sandie MacDonald**  
Assistant Superintendent of Schools  
e-mail: macdonald.s@rochesterschools.com

**Mrs. Linda Bartlett**  
Business Administrator  
e-mail: bartlett.l@rochesterschools.com

**Mrs. Christiane Allison**  
Director of Student Services  
e-mail: allison.c@rochesterschools.com

**Office of the Superintendent**  
150 Wakefield Street  
Suite #8  
Rochester, NH 03867-1348  
(603) 332-3678  
FAX: (603) 335-7367



16SEP2020

To Whom It May Concern,

In 2018, Affinity LED was competitively selected by the Rochester School Board to perform a comprehensive LED lighting upgrade in all ten district schools which amounted to over 7,000 light fixtures – the largest lighting project in the state that year. We chose Affinity LED for their excellent reputation for both product quality (local assembly by U.S. Veterans) and delivering on their installation and service commitments, and they have not disappointed. Affinity LED took the time to demonstrate exactly how their new CLIQ Connected programmable lighting technology worked and how it would translate to the dollar savings they promised. These new smart lights provide each room with occupancy and daylight sensors as well as wireless control, and the overall improvements to lighting quality across our school district are evident.

Obviously, a project of this size and scope wasn't without surprises, but Affinity LED never failed to prove just how dedicated they were to ensure our complete satisfaction. They worked with us to choose the behavior of their smart lighting and sat down with any teacher or faculty member who had questions about how the new lights worked. After the project was completed, we never had any trouble getting in touch with Affinity for service requests. They made it easy to communicate questions or concerns and were always quick to respond with an answer or repair. The City has gone on to work with Affinity LED on other buildings, and we are proud to consider Affinity LED part of our community.

My Best Regards,

David G Totty  
Director of Facilities  
Rochester School District

# Additional Testimonial and Reference

## **Berwick, ME**

“Affinity Lighting was an easy group to work with and very professional. Projections on savings are being realized to date. Retrofitting all of our exterior and interior lighting was done in a timely fashion without any disruption of business. Berwick was very pleased with the results.”

Steve Eldridge  
Town Manager  
Town of Berwick, ME  
207-698-1101 ext. 111  
townmanager@berwickmaine.org

## **Plaistow, NH**

“Plaistow was one of the first municipalities in Unitil territory to convert streetlights to LED and there was much to be learned on both sides. Affinity was there every step of the process. They were key in reconciling our ledger for proper credit. The install was fast and efficient, and the end result is exactly what we had hoped for, better lighting, more night sky, less budget. Since the streetlight project went so well, Plaistow decided to have Affinity convert the interior lighting in Town Hall and then in our Public Safety Complex. Both installs went very smoothly and efficiently, and the follow-up customer service is outstanding. Our Town Hall is pretty old and historic. The Affinity products provide better lighting, while blending nicely with the feel of the building. Affinity has also made sure that Plaistow was aware of all financial incentives available and have assisted in the process of obtaining for them. Their service is truly “turn-key” and everyone at Affinity has been a pleasure to work with.”

Dee Voss  
Special Projects Coordinator  
Town of Plaistow, NH  
603-382-5200 X202  
dvoss@plaistow.com

## City of Rochester School Department

**Mr. Kyle M. Repucci**  
Superintendent of Schools  
e-mail: repucci.k@sau54.org

**Ms. Christine Hebert**  
Assistant Superintendent of Schools  
e-mail: hebert.c@sau54.org

**Mrs. Linda Bartlett**  
Business Administrator  
e-mail: bartlett.l@sau54.org

**Ms. Sarah Reinhardt**  
Director of Special Education and Special Programs  
e-mail: reinhardt.s@sau54.org

**Office of the Superintendent**  
150 Wakefield Street  
Suite #8  
Rochester, NH 03867-1348  
(603) 332-3678  
FAX: (603) 335-7367



12/15/2022

Friends,

I'm pleased to report that years after our 2019 project with Affinity LED, we continue to be impressed with the savings provided by the quality of their lighting system and their continued genuine devotion to meeting any service or programming request that we have in a timely manner. Not only did Affinity execute our large complex (9 schools) district-wide lighting project with us, but I have also seen them complete the balance of the City of Rochester municipal buildings and various other outdoor City lighting projects. I think it appropriate to say that the Rochester School District and the City of Rochester are thrilled with their decision to support this impressive local lighting company through and through.

Best Regards,

David G. Totty

Director of Facilities

Rochester School District

*~~ Read to a Child 20 Minutes a Day ~~*

# Additional Testimonial and Reference

~ **M.S.A.D #35** ~  
**Central Offices**  
180 Depot road, Eliot Maine 03903

Anthony A. Bourbon  
MSAD #35 Facilities  
anthony.bourbon@rsu35.org



Office Phone: (207) 439-2438  
Fax: (207) 439 - 2531

December 14, 2022

To Whom It May Concern,

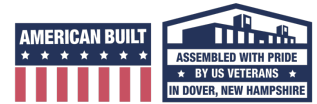
I had the pleasure of working with Affinity LED Lighting over the past several months as our lighting contractor for retrofitting Marshwood High School (M.H.S.) in its entirety, including exterior building and parking lots with Smart Technology LED Lighting. It has been very impressive to observe the Affinity team coordinate and manage our project without disruption to normal operations of our school. We have been amazed at the abilities and resources possessed by a small local company working on such a large regional school project. I consistently observe Affinity LED Lighting to be detail oriented and focused on providing the very best lighting results in every space of our building. They have been great listeners of our LED lighting vision for M.H.S., and have remained flexible and open to adjustment and change as we navigated through the complexities of this project. Their creative approach to solving unforeseen lighting/electrical problems is most definitely a strength. We are very happy and excited about the new LED lighting aimed at enhancing the learning environment and experience for our students while capturing significant energy and cost savings. MSAD #35 looks forward to a continued relationship over the coming months with Affinity LED Lighting as we move forward with comprehensive LED light retrofitting in the remaining (4) schools located in our school district. Please reach out with additional questions you may have regarding my experiences working with Affinity LED Lighting.

Respectfully,

***Anthony A. Bourbon***

Anthony A. Bourbon  
M.S.A.D. #35 Facilities

~ *Hawk Pride* ~



## Warranty Statement Affinity LED Light LLC

### **CLIQ Connected Smart Lighting - 7 Year Limited Warranty Policy**

This limited warranty is provided by Affinity LED Light LLC ("Seller") to the Town of Milford ("Purchaser"), as the original purchaser of the LED lighting products as identified on Seller's invoice reflecting its original purchase (the "Product"). Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of SEVEN (7) YEARS from the date of original purchase. The determination of whether the Product is defective shall be made by the Seller, in its sole discretion, with consideration given to the overall performance of the Product. This limited warranty is void if the product is not used for the purpose for which it was designed.

A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is 10% or less of the total number of LED components in the Product. If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund the purchase price of the Product, repair the Product, or replace the Product with a comparable product utilizing current technology at the time of replacement.

This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to acts of God or nature; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; unauthorized alteration/repair; accidents; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider.

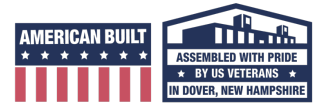
This limited warranty includes field labor and service charges exclusively related to the repair or replacement of the Product determined defective, for a period of ONE (1) YEAR from the date of original purchase.

Seller will provide new products or parts in the warranty repair or replacement process, which will be warranted for the remainder of the original warranty period. In order to make a warranty claim, Purchaser must notify Seller in writing within sixty (60) days after discovery of the defect and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require Purchaser to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Before returning any product, a Returned Material Authorization should be obtained from the Seller, and the RMA # clearly marked on the return packaging. Failure to exercise the above RMA policy and procedures will void all warranty responsibilities on behalf of Affinity LED Light LLC.

The foregoing warranty provisions are exclusive and are given and accepted in lieu of any and all other warranties, whether expressed or implied, including without limitation any warranty against infringement and any implied warranties of merchantability or fitness for a particular purpose. In no event shall Seller be liable or incidental, compensatory, consequential, indirect, special, or other damages. Seller's aggregate liability with respect to a defective product shall in any event be limited to the monies paid to Seller for that defective product. This warranty is effective for purchases of Products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

**Effective Date: Upon Contract / Invoice Date**





## Warranty Statement Affinity LED Light LLC

### Standard LED Lighting - 5 Year Limited Warranty Policy

This limited warranty is provided by Affinity LED Light LLC ("Seller") to the Town of Milford ("Purchaser"), as the original purchaser of the LED lighting products as identified on Seller's invoice reflecting its original purchase (the "Product"). Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase. The determination of whether the Product is defective shall be made by the Seller, in its sole discretion, with consideration given to the overall performance of the Product. This limited warranty is void if the product is not used for the purpose for which it was designed.

A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is 10% or less of the total number of LED components in the Product. If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund the purchase price of the Product, repair the Product, or replace the Product with a comparable product utilizing current technology at the time of replacement.

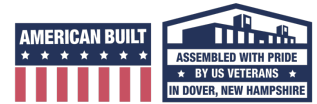
This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to acts of God or nature; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; unauthorized alteration/repair; accidents; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider.

This limited warranty includes field labor and service charges exclusively related to the repair or replacement of the Product determined defective, for a period of ONE (1) YEAR from the date of original purchase.

Seller will provide new products or parts in the warranty repair or replacement process, which will be warranted for the remainder of the original warranty period. In order to make a warranty claim, Purchaser must notify Seller in writing within sixty (60) days after discovery of the defect and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require Purchaser to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Before returning any product, a Returned Material Authorization should be obtained from the Seller, and the RMA # clearly marked on the return packaging. Failure to exercise the above RMA policy and procedures will void all warranty responsibilities on behalf of Affinity LED Light LLC.

The foregoing warranty provisions are exclusive and are given and accepted in lieu of any and all other warranties, whether expressed or implied, including without limitation any warranty against infringement and any implied warranties of merchantability or fitness for a particular purpose. In no event shall Seller be liable or incidental, compensatory, consequential, indirect, special, or other damages. Seller's aggregate liability with respect to a defective product shall in any event be limited to the monies paid to Seller for that defective product. This warranty is effective for purchases of Products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

**Effective Date: Upon Contract / Invoice Date**



## Warranty Statement Affinity LED Light LLC

### Street & Area Lighting - 10 Year Limited Warranty Policy

This limited warranty is provided by Affinity LED Light LLC ("Seller") to the Town of Milford ("Purchaser"), as the original purchaser of the LED streetlighting products as identified on Seller's invoice reflecting its original purchase (the "Product"). Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of TEN (10) YEARS from the date of original purchase. The determination of whether the Product is defective shall be made by the Seller, in its sole discretion, with consideration given to the overall performance of the Product. This limited warranty is void if the product is not used for the purpose for which it was designed.

A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is 10% or less of the total number of LED components in the Product. If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund the purchase price of the Product, repair the Product, or replace the Product with a comparable product utilizing current technology at the time of replacement.

This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to acts of God or nature; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; unauthorized alteration/repair; accidents; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider.

This limited warranty includes field labor and service charges exclusively related to the repair or replacement of the Product determined defective, for a period of ONE (1) YEAR from the date of original purchase.

Seller will provide new products or parts in the warranty repair or replacement process, which will be warranted for the remainder of the original warranty period. In order to make a warranty claim, Purchaser must notify Seller in writing within sixty (60) days after discovery of the defect and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require Purchaser to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Before returning any product, a Returned Material Authorization should be obtained from the Seller, and the RMA # clearly marked on the return packaging. Failure to exercise the above RMA policy and procedures will void all warranty responsibilities on behalf of Affinity LED Light LLC.

The foregoing warranty provisions are exclusive and are given and accepted in lieu of any and all other warranties, whether expressed or implied, including without limitation any warranty against infringement and any implied warranties of merchantability or fitness for a particular purpose. In no event shall Seller be liable or incidental, compensatory, consequential, indirect, special, or other damages. Seller's aggregate liability with respect to a defective product shall in any event be limited to the monies paid to Seller for that defective product. This warranty is effective for purchases of Products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

**Effective Date: Upon Contract / Invoice Date**

# YOUR LOCAL TEAM FOR LIGHTING EFFICIENCY

Find out how Affinity LED can Do Well and Do Good for your community!



We founded our company on this belief...

that **doing well and doing good**  
are not mutually exclusive ideas.

Our dedicated staff at Affinity LED Lighting, New England's only lighting manufacturer, are committed to saving communities across New England **up to 90%** on their energy bills through LED upgrades.

Why have over 100 local communities trusted Affinity LED for their municipal lighting conversion projects? Because we are committed to providing our clients with the highest quality American Built products at the lowest cost, safely and professionally installed in an environmentally-friendly way.





August 2, 2023

Lincoln Daley  
Town Administrator  
Town of Milford  
1 Union Square  
Milford, NH 03055

Dear Lincoln,

Municipal Leasing Consultants, an independent woman-owned business, is pleased to present the following proposal to lease certain capital equipment pursuant to the following terms and conditions:

**LESSOR:** Municipal Leasing Consultants, its Agents or Assignee

**LESSEE:** Town of Milford, NH

**EQUIPMENT:** LED Lighting for Municipal Buildings with Affinity

**EQUIPMENT COST:** Option 1: Full Project Cost - \$271,563.00 approximate  
Option 2: Net Project Cost - \$227,875.00 approximate

**PAYMENT STRUCTURES:** **Option 1: Tax-Exempt Lease Purchase**  
**Five (5) Years – Annual Payments**  
\*See attached payment schedule

**RATE:** **5.69%**

**Option 2: Tax-Exempt Lease Purchase**  
**Five (5) Years – Annual Payments**  
\*See attached payment schedule

**RATE:** **5.79%**

Please initial and circle the desired option.

*As part of the proposal process, we encourage you to contact us to discuss the intricacies of our proposal and your specific goals. There are many variations available to our proposed financing structure, which can be “fine-tuned” as our dialog progresses.*

The preceding costs are estimates and thus, the payment amount would be changed in proportion to the actual cost. The Vendor(s) will be paid upon the Lessee's authorization and the execution of mutually acceptable documentation. THE ABOVE QUOTES ARE FIXED FROM **AUGUST 2, 2023 TO SEPTEMBER 1, 2023** IN ANTICIPATION OF **CLOSING / FUNDING** BY THIS DATE. THEREAFTER, THE RATE WILL FLOAT AND NOT BE LOCKED IN UNTIL DOCUMENTS ARE PREPARED FOR CLOSING AND WILL BE BASED ON THE LIKE TERM SWAP RATES.

**EQUIPMENT ACCEPTANCE DATE:**

This proposal is based on both the assumption and the condition that any and all equipment will be delivered to and accepted by Lessee prior to August 2, 2024.

**OPTION AT LEASE EXPIRATION:**

At the lease expiration, the Lessee shall have the right to purchase the equipment for One dollar (\$1.00), assuming the lease is not in default and all terms and conditions of the lease have been met.

**NET LEASE:**

This lease will be a net lease transaction with maintenance, acceptable insurance coverage, taxes, and any legal fees the responsibility of the Lessee.

**LEASE AMORTIZATION SCHEDULE:**

Amortization schedules with separate principal and interest cost breakdown will be provided with the final documentation.

**WARRANTIES:**

Lessor is bidding only as to the provision of lease purchase financing for the purchase cost of the equipment and will have no responsibility to the Lessee or any other person for the selection, furnishing, delivery, servicing or maintaining of the equipment. All equipment manufacturer or vendor warranties will be passed to the Lessee under the agreement.

**NON-APPROPRIATION:**

The lease payments shall be subject to annual appropriation for each fiscal year.

**BANK OR NON-BANK QUALIFICATION:**

Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2023, will not exceed ten million (\$10,000,000.00) dollars.

**FINANCIAL STATEMENTS:**

*If applicable*, Lessee shall furnish Lessor with its financial statement for the last three (3) fiscal years and its current year fiscal budget.

**AUTHORIZED SIGNORS:**

The Lessee's governing board shall provide MLC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:**

*If applicable*, The Lessee's counsel shall furnish MLC with an opinion of counsel letter covering this transaction and the documents used herein.

**REIMBURSEMENT:**

If Lessee intends to be reimbursed for any equipment cost associated with this agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

**DOCUMENTATION:**

All documentation will be provided by Lessor, its Agents or Assignee, and must be satisfactory to all parties concerned.

**ESCROW FUNDING:**

- *If applicable*, an Escrow account will be established to make disbursements at a cost of \$550.

**We will need the following prior to disbursements from escrow:**

1. Payment Request and Acceptance Certificate signed by authorized signer
2. Vendor Invoice with payment instructions (wire or check)
3. W-9 for Vendor
4. Insurance Certificate – Listing the applicable property and liability coverage and listing the lease number, equipment and any serial numbers.

**PREPAYMENT OPTION:**

The Lessee will have the option to prepay on any payment date for 102% of the remaining balance.

**BASIS OF PROPOSAL:**

This proposal is based upon financing being provided by Lessor and should not be construed nor relied upon as a commitment. Such a commitment is subject to formal credit review approval and execution of mutually acceptable documentation. The contract, and not the proposal, will set forth the agreement between the parties.

We appreciate the opportunity to provide this proposal and look forward to working with you in the future. If the foregoing meets with the Town’s approval, please date, and sign the acceptance below and return the signed proposal to the undersigned via email or fax to 802-372-4775 and subsequently remit payment of \$850.00 for the Documentation Fee. Failure to consummate this transaction once credit approval is granted will result in a \$850.00 fee being assessed to the Town. Formal credit approval will be pursued upon receipt of the signed proposal and complete credit package.

**Credit approval normally takes ten (10) to fourteen (14) business days.**

If you have any questions or need further information, please do not hesitate to contact me at 802-372-8435.

The foregoing is acknowledged and accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Town of Milford, NH**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sincerely,

*Reneé*

Reneé M. Piché  
President

## Town of Milford NH - Opt 1 - 5 years

Compound Period ..... : Annual

Nominal Annual Rate .... : 5.690 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/01/2023	271,563.00	1		
2 Payment	09/01/2024	43,688.00	1		
3 Payment	09/01/2024	54,194.95	5	Annual	09/01/2028

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 09/01/2023				271,563.00
2023 Totals	0.00	0.00	0.00	
1 09/01/2024	43,688.00	15,451.93	28,236.07	243,326.93
2 09/01/2024	54,194.95	0.00	54,194.95	189,131.98
2024 Totals	97,882.95	15,451.93	82,431.02	
3 09/01/2025	54,194.95	10,761.61	43,433.34	145,698.64
2025 Totals	54,194.95	10,761.61	43,433.34	
4 09/01/2026	54,194.95	8,290.25	45,904.70	99,793.94
2026 Totals	54,194.95	8,290.25	45,904.70	
5 09/01/2027	54,194.95	5,678.28	48,516.67	51,277.27
2027 Totals	54,194.95	5,678.28	48,516.67	
6 09/01/2028	54,194.95	2,917.68	51,277.27	0.00
2028 Totals	54,194.95	2,917.68	51,277.27	
Grand Totals	314,662.75	43,099.75	271,563.00	

## Town of Milford - Opt 2 - 5 years

Compound Period ..... : Annual

Nominal Annual Rate .... : 5.790 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/01/2023	227,875.00	1		
2 Payment	09/01/2024	53,788.02	5	Annual	09/01/2028

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 09/01/2023				227,875.00
2023 Totals	0.00	0.00	0.00	
1 09/01/2024	53,788.02	13,193.96	40,594.06	187,280.94
2024 Totals	53,788.02	13,193.96	40,594.06	
2 09/01/2025	53,788.02	10,843.57	42,944.45	144,336.49
2025 Totals	53,788.02	10,843.57	42,944.45	
3 09/01/2026	53,788.02	8,357.08	45,430.94	98,905.55
2026 Totals	53,788.02	8,357.08	45,430.94	
4 09/01/2027	53,788.02	5,726.63	48,061.39	50,844.16
2027 Totals	53,788.02	5,726.63	48,061.39	
5 09/01/2028	53,788.02	2,943.86	50,844.16	0.00
2028 Totals	53,788.02	2,943.86	50,844.16	
Grand Totals	268,940.10	41,065.10	227,875.00	

6. 1) Review of MODIFIED DRAFT Budget Transfer Policy

<p><b>Budget Expenditure and Transfer Policy (Draft 1)</b></p> <p>This policy supersedes any and all Budget Expenditure and Transfer Policies previously enacted.</p> <p>Department Heads will manage their budgets in such a way that they follow the adopted budget endorsed by the Board of Selectmen and funded by the Town for the current fiscal year.</p> <p>Department Heads shall be prepared to discuss at the annual presentation of the ensuing year’s budget all line-item accounts that are over-expended or under-expended.</p> <p><b>Budget Transfers Within Departments:</b></p> <ul style="list-style-type: none"><li>• Department Heads are allowed reasonable over/under expenditures of their line-item accounts in a fiscal year, provided the total amounts at the department levels are not over-expended.</li><li>• Budget transfers in/out of wages are not allowed.</li><li>• Any transfer in the aggregate of \$5,000 or more in a fiscal year in or out of an individual line-item account must have adequate documentation, including supporting reasons, and shall require the approval of the Finance Director and the Town Administrator.</li><li>• Over-expenditure of a department budget in the aggregate of less than \$10,000 in a fiscal year must be approved by the Department Head, Finance Director, and the Town Administrator.</li><li>• Over-expenditure of a department budget exceeding the aggregate of \$10,000 or more in a fiscal year must be approved by the Department Head, Finance Director, Town Administrator, and the Board of Selectmen.</li></ul> <th data-bbox="812 98 1476 1919"><p>Budget Expenditure and Transfer Policy</p><p>This policy supersedes and eliminates Policy Nos. 2000-1 and 2000-2.</p><p>Department Heads will manage their budgets in such a way that they follow the adopted budget endorsed by the Board of Selectmen and funded by the Town for the current fiscal year.</p><p>Department Heads are allowed reasonable over/under expenditures of their line item accounts provided the total amounts at the department levels are not over expended.</p><p>Over expenditures at the department level must be approved by the Department Head, Finance Director and Town Administrator. Over expenditures exceeding \$10,000 at the department level must also be approved by the Board of Selectmen.</p><p>Budget Transfers:</p><p>Budget transfers in/out of wages are not allowed.</p><p>Budget transfers, if deemed necessary, between line items in the same department level are allowed only with the approval of the Department Head, Finance Director and Town Administrator.</p></th>	<p>Budget Expenditure and Transfer Policy</p> <p>This policy supersedes and eliminates Policy Nos. 2000-1 and 2000-2.</p> <p>Department Heads will manage their budgets in such a way that they follow the adopted budget endorsed by the Board of Selectmen and funded by the Town for the current fiscal year.</p> <p>Department Heads are allowed reasonable over/under expenditures of their line item accounts provided the total amounts at the department levels are not over expended.</p> <p>Over expenditures at the department level must be approved by the Department Head, Finance Director and Town Administrator. Over expenditures exceeding \$10,000 at the department level must also be approved by the Board of Selectmen.</p> <p>Budget Transfers:</p> <p>Budget transfers in/out of wages are not allowed.</p> <p>Budget transfers, if deemed necessary, between line items in the same department level are allowed only with the approval of the Department Head, Finance Director and Town Administrator.</p>
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**Budget Transfers Between Departments:**

- All budget transfers must have adequate documentation, including supporting reasons.
- Budget transfers between departments shall be subject to the following conditions:
  - Budget transfers in/out of wages are not allowed.
  - Budget transfers between departments of less than \$10,000 in the aggregate in a fiscal year are allowed only with the approval of the affected Department Heads, Finance Director, and the Town Administrator.
  - Budget transfers between departments exceeding the aggregate of \$10,000 or more in a fiscal year must be approved by the affected Department Heads, Finance Director, Town Administrator, and the Board of Selectmen.

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

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

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

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

9. Approval of Final Minutes - July 31, 2023

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

July 31, 2023

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

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

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

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

**5:30 p.m. - Appointment of Bill Parker to the Milford Ethics Committee – Term Expires 2026**

Mr. Parker was unable to attend. His appointment will be tabled until August 28<sup>th</sup>.

**5:40 p.m. - Appointment of Dan Sadkowski to the Milford Solid Waste & Recycling Committee – Term Expires in 2026**

Mr. Sadkowski enjoys working with people and would like to serve on additional committees in town. He attended one Recycling Committee so far. He is fully retired and only works part-time so his schedule is flexible.

**Selectman Finan made a motion to appoint Dan Sadkowski to the Milford Solid Waste & Recycling Committee with a term expiring in 2026. Seconded by Selectman Freel. All were in favor. The motion passed 4/0.**

**5:45 p.m. - Welfare Departmental Update – Director, Lisa Emerson**

Director Emerson said Welfare is governed by RSA 165:1 which states: “Whenever a person in any town is poor and unable to support himself, he shall be relieved and maintained by the overseers of public welfare of such town, whether or not he has a residence there”. The RSA gives a few specific rules on what these cover.

In Milford, we generally assist with housing costs (rent, mortgage, lot rental fee, or temporary lodging), utilities (heat, electric, water), prescription medications, and cremation. Anyone seeking assistance must complete an application and provide documentation of income and expenses for the previous 30 days to establish need.

At this time, Welfare is slightly over budget due to an increase in evictions and homelessness. It’s hard to predict where we will be by the end of the year. The Welfare position is part-time at 47 hours in 2 weeks and SHARE covers when Ms. Emerson is out of the office.

Residents who need financial assistance can call the office directly or by email. That contact information is on the town website or online. Referrals come from people calling 211, Share, landlords, and other agencies in southern NH.

Ms. Emerson appreciates continued financial support to the Social Services Warrant Article and to the departments that provide emergency services to Milford residents. The Social Services Committee meets in September to review the needs of non-profit applications in Milford, they evaluate all applications and determine per specific criteria of where the Social Services warrant article of \$40,000 would be best used to help the citizens of Milford.

Selectman Dargie asked about homelessness in Milford. Ms. Emerson said it's hard to say. She knows of homeless people who will not come to Welfare for help. There are some from Milford who are homeless in other towns. She has given aid to several hundred people this year. Her budget is \$104,000 not including the Social Services Warrant Article and her salary.

Administrator Daley asked if Ms. Emerson makes site visits. Ms. Emerson said yes, but she's accompanied by someone and doesn't go alone. She also stated that she doesn't need a town vehicle.



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**6:05 p.m. - Waiver of Timber Tax for the Conservation Commission, Approval of 1 Exempt Property and 1 Veterans Tax Credit– Assessing Director, Marti Noel**

Ms. Noel said the waiver of Timber Cut is for the Milford Conservation Commission (MCC), in conjunction with Forester Eric Radlof. They are in the process of scheduling a timber cut at Mile Slip Town Forest (Map 50 Lot 9), located at the southeast end of Mile Slip Road to re-establish an early succession habitat. This will be scheduled after nesting season. RSA 79:3-b allows municipalities to Waive a Timber Tax for Timber cuts on their land.

**Selectman Dargie made a motion to approve the waiver of Timber Tax for the Conservation Commission. Seconded by Selectman Finan. All were in favor. The motion passed 4/0.**

The Property Exemption is for the Boys and Girls Club of Souhegan Valley. Their A-9 was filed timely but a couple of things were delayed due to the recent hiring of both a new CEO and CFO who needed time to complete the additional paperwork. Ms. Noel recommends the Board approve this exemption.

**Selectman Dargie made a motion to approve the Property Exemption for the Boys and Girls Club of Souhegan Valley. Seconded by Selectman Finan. All were in favor. The motion passed 4/0.**

The Veterans Tax Credit applicant was late but the BOS has generously approved late-filed applications out of respect for our Veterans.

**Selectman Dargie made a motion to approve optional late-filed Veterans Tax Credit. Seconded by Selectman Finan. All were in favor. The motion passed 4/0.**

**6:20 p.m. – Milford Police Department and Fire Department Fee Increase - Chief Mike Viola and Chief Ken Flaherty**

Chief Viola presented a suggested fee increase for Police Department Detail Rates based on a 4-hour minimum. The last time the rates were increased was in 2019. The increased rates would be comparable to other towns.

Rates	Current (April 2019)	Proposed
Police Officer	\$50.00	\$55.00
Administrative	\$15.00	\$16.50
Vehicle	\$15.00	\$16.50
4 Hour Minimum Total with Cruiser	\$320.00	\$352.00
4 Hour Minimum w/out Cruiser	\$260.00	\$286.00

Vice Chairman Labonte said it’s weird that you are charging for something that is already funded. Chief Flaherty said some of the admin fees are taxes, the officer or firefighter would get a certain number and the admin gets a certain number. Worker's Compensation comes in after that. Details don't cost the taxpayers anything.

The Milford Police Department Detail Rates are covered in the 2023-2026 AFSCME contract. If the Board of Selectmen were to approve the proposed changes, this would only affect the rates. The remainder of the Private Details stipulated in Article XV, Private Details, would not be subject to change.

There was additional discussion on what the percentage was that covers benefits and salaries. Vice Chairman Labonte asked if our cost is covered using a cruiser. Chief Viola said he wanted to come in with a reasonable amount. Idling miles add up. Selectman Freel asked how much revenue details bring in. Chief Viola said this year so far, their vehicle fees were \$5,700 and Admin fees were \$10,665. In 2022 the vehicle fees were \$33,517

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 07/31/2023

101 and Admin fees were \$43,312. In 2021 the vehicle fees were \$45,375 and Admin fees were just over \$56,000.  
102 He also provided hours that pertained to a vehicle and admin fees.  
103 Administrator Daley suggested keeping the vehicle fees for both Police and Fire the same as what is being sug-  
104 gested by the Fire Department at \$19.00 as per FEMA

105  
106 Selectman Freel asked if town events get a discount rate. Chief Viola said town events receive a 3-hour minimum,  
107 not a 4-hour minimum, that’s the break. Most of the time we don’t use our vehicles. Selectman Freel feels that  
108 the Pumpkin Festival should get a bigger discount as a town event.

109  
110 Chief Flaherty presented fee increases for Fire Department Detail Rates. The last time the rates were increased  
111 was in 2013. The firefighter rates are comparable to other towns.  
112

Rates	Current (July 2013)	Proposed
Firefighter	\$33.00	\$45.00
Administrative	\$9.00	\$14.00
Vehicle	\$19.00	\$19.00
Engine/Rescue	\$95.00	\$95.00
Ladder	\$145.00	\$145.00

113  
114 **Selectman Dargie made a motion to approve the charts as presented but increase the Police Administrative**  
115 **fee to \$19.00 versus the suggested \$16.50. Seconded by Selectman Freel. All were in favor. The motion**  
116 **passed 4/0.**  
117

118 **6:40 p.m. - Milford Spartan Solar LLC. Update/Review – Dominic LeBell 36:11**

119 Milford Spartan Solar, LLC. presented an update on the Milford Spartan Solar project and discussed possible  
120 amendments to the existing expiring Lease Agreement with the Town. The lease agreement was executed on  
121 September 22, 2019, and included 3 years with a 1-year extension. The company and Town agreed to the 1-year  
122 extension in August 2022. They have spent several years doing environmental assessments of the property. They  
123 will enter the design process upon extension of the contract.  
124

125 Administrator Daley said no action is needed by the Board at this time. The purpose and intent of this agenda  
126 item is for the Board to receive the update and to begin discussions involving the terms of the lease agreement,  
127 possible extensions, additional amendments, or other actions.  
128

129 Suzanne Fournier, Brox Environmental Citizen, said her committee is not in favor of this solar project on the  
130 Milford Community Lands, formerly Brox property. She feels it's the wrong site for a solar array as well as the  
131 private sites that are scheduled for solar. She proceeded to explain why it would best suited elsewhere and pro-  
132 vided suggestions on where the town should put solar.  
133

134 Selectman Freel asked Ms. Fournier what building project she felt would be suited for the Milford Town Com-  
135 munity Lands. Ms. Fournier proceeded to explain why the property was special and said the best use of the land  
136 would be for conservation only. Selectman Freel asked if the people in Ms. Fournier's group would ever support  
137 a structure built on that property. Ms. Fournier would not answer the question for her group. She feels that that  
138 property is best used for conservation.  
139

140 **3. PUBLIC COMMENTS - There were no comments at this time.**

141  
142 **4. DECISIONS**

143  
144 **a. CONSENT CALENDAR**

- 145 1. Approval to not use the PA-28 Taxpayer Inventory Form  
146 2. Approval to Accept the Application for Reimbursement to Towns and Cities  
147 3. Acceptance and Appropriation of Unanticipated Revenues under \$10,000 (31:95(b))  
148 • ACERT Grant 2023 (funding for overtime for the Milford Police Officers to attend meetings as part of  
149 Milford Thrives and ACERT - \$5,000.

150

151 **Selectman Dargie made a motion to accept the consent calendar. Seconded by Selectman Finan. All were**  
152 **in favor. The motion passed 4/0.**

153

154 **b. OTHER DECISIONS**

- 155 1. Milford CP Exhibit II Updated May 18, 2023 – Standard Power

156 Administrator Daley said there was a minor language change to the existing plan that provides additional require-  
157 ments for participants to be notified.

158

159 **Selectman Dargie made a motion to approve exhibit II as presented. Seconded by Selectman Finan. All**  
160 **were in favor. The motion passed 4/0.**

161

- 162 2. Grant Agreement Amendment POP Extension

163

164 **Selectman Dargie made a motion to approve the grant agreement amendment POP Extension as presented.**  
165 **Seconded by Selectman Finan. All were in favor. The motion passed 4/0.**

166

167 **5. TOWN STATUS REPORT –**

- 168 **1. 2023 Pavement Contract – Sole Sourcing – Public Works Director, Leo Lessard**

169 Brox Industries has submitted an offer to extend Town’s paving contract for the current year. Brox Industries  
170 offered a reduced price to reclaim, grade, and then asphalt and hold the 2022 price for the cost of milling and  
171 paving. Brox has been a long-time, loyal, and valued contractor for the Town of Milford. Additional information  
172 was given to the Board at the meeting.

173

174 The request by the Public Works Department is to seek approval from the Board of Selectmen according to Section  
175 VIII: Additional Provision of the Town's Policy on Purchasing & Procurement to accept the sole source proposal.

176

177 Director Lessard said if we go out to bid, those prices will go up. They didn’t go out to bid this year, the current  
178 bid was from last year. The bid would be for town-wide paving for the roads that were in the queue to be worked  
179 on this year. Typically, roads that are scheduled for work are included in a contract and sent out to bid. There  
180 was additional discussion about what was spent from last year’s budget for paving.

181

182 Selectman Dargie is against giving the workout, they should be going out to bid for expensive things, he will not  
183 vote in favor of this. Vice Chairman Labonte asked if Director Lessard knew how much of a difference the cost  
184 would be if they went out to bid. He’s always been an advocate for going out to bid but understands there are  
185 exceptions to sole source. Director Lessard said the cost could go up about 15%. It would take a while to go out  
186 to bid which will extend the season out longer. Brox is just extending their contract and Director Lessard said he  
187 thought it would be a good deal.

188

189 Selectman Dargie said we should be going to bid on these types of things every year in March or April. There was  
190 concern that if we went out to bid, there would not be time to get the roads complete because of all the rain we’ve  
191 had. The Board agreed that they should be going out to bid early in the year. Selectman Dargie said he understands  
192 where we are at, but he would still like us to follow the right process.

193

194 Selectman Freel made a motion to accept Brox Industries roll-over 2023 unit price cost which is an extension of  
195 the 2022 contract. Seconded by Selectman Finan. The motion passed 3/1 with Selectman Dargie opposed.

196

197 **6. DISCUSSIONS**

198 **1. Traffic Safety Complaint – Mason Road**

199 Selectman Dargie made a motion to refer the traffic safety complaint – Mason Road to the Traffic Safety  
200 Committee for review. Seconded by Selectman Finan. All were in favor. The motion passed 4/0.

201

202 **2. Review of MODIFIED DRAFT Budget Transfer Policy – Tabled until August 14, 2023.**

203

204 **7. SELECTMEN’S REPORTS/DISCUSSIONS**

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

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

207

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

209

210 **9. APPROVAL OF FINAL MINUTES – July 10, 2023**

211 Selectman Dargie made a motion to approve the minutes of July 10, 2023, as amended. Seconded by Se-  
212 lectman Freel. All were in favor. The motion passed 5/0.

213

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

215 **a.** Selectmen’s Goals and Initiatives

216

217 **11. NOTICES.** Notices were read.

218

219 **12. NON-PUBLIC SESSION – Selectman Freel made a motion to go into non-public at 7:10 under RSA**  
220 **91-A:3, II(e)) Legal and for approval of non-public minutes of June 26, 2023, and July 10, 2023. Seconded**  
221 **by Selectman Dargie. All were in favor. The motion passed 4/0.**

222

223 **Selectman Finan made a motion to come out of non-public. Seconded by Selectman Freel. All were in**  
224 **favor. The motion passed 4/0.**

225

226 Vice Chairman Labonte said in non-public the Board did not discuss anything under legal but they did approved  
227 two sets of non-public minutes that were not sealed.

228

229 **13. ADJOURNMENT: Selectman Freel moved to adjourn at 7:20. Seconded by Selectman Dargie. All**  
230 **were in favor. The motion passed 4/0.**

231

232

233 \_\_\_\_\_  
Gary Daniels, Chairman EXCUSED

234

235 \_\_\_\_\_

236 Chris Labonte, Vice-Chairman

237

238 \_\_\_\_\_

239 Paul Dargie, Member

240

241

\_\_\_\_\_  
Tim Finan, Member

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

10. a) Selectmens Goals and Initatives

2023 BOS Goals and Initiatives

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

08/14/23