

5:30 Land Use Change Tax (LUCT) Map 45 Lots 3-40, 3-46
& a portion of 3-51.

MEMORANDUM

DATE: October 14, 2019

TO: Board of Selectmen

CC: Mark Bender

FROM: Marti Noel, Assessor

**RE: Land Use Change Tax (LUCT) for 3 parcels:
M 45 Lots 3-40 & 3-46 & and a portion of 3-51**

All lots (referenced above) are located in the Autumn Oaks Subdivision and construction for new single family homes has begun, rendering the lots ineligible for Current Use.

The property owners have been notified of the action being taken tonight.

The Land Use Change Tax is based on 10% of estimated market value at the time of removal from current use.

Thank You

FORM

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

A-5

LAND USE CHANGE TAX

STEP 1 PROPERTY OWNER(S) AND RESPONSIBLE PARTY (if applicable)

PLEASE TYPE OR PRINT	LAST NAME	FIRST NAME	INITIAL
	SAN-KEN HOMES INC		
	LAST NAME	FIRST NAME	INITIAL
	RESPONSIBLE PARTY, IF OTHER THAN PROPERTY OWNER [RSA 79-A:7, II(e)]		
	STREET ADDRESS		
	586 TURNPIKE RD		
ADDRESS (continued)			
TOWN/CITY		STATE	ZIP CODE+4
NEW IPSWICH		NH	03071

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET					
	137 BOYNTON HILL RD					
	TOWN/CITY			COUNTY		
	MILFORD			HILLSBOROUGH		
	NUMBER OF ACRES	CHECK ONE:		BOOK #	PAGE #	
	1.24	PARTIAL RELEASE <input checked="" type="checkbox"/> FULL RELEASE <input type="checkbox"/>		8826	2330	
MAP #	LOT #	MAP #	LOT #	MAP #	LOT #	
45	3-46					

STEP 3 LOCAL IDENTIFICATION OF LAND BEING DISQUALIFIED

(a) Owners Name of Record When Land Was First Classified	BOOK #	PAGE #
LORDEN LUMBER	2832	237
(b) Number of Acres Originally Classified	80.75	
(c) Number of Acres Previously Disqualified	69.17	
(d) Acres Disqualified per this Assessment	1.24	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	10.34	

STEP 4 ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative description of the disqualification	
CONSTRUCTION OF A NEW SFR. ORIGINAL LOT 45-18	
(b) Actual Date of Change in Use (MM/DD/YYYY)	9/11/2019
(c) Full and True Value at Time of Change in Use	\$ 88000
(d) Land Use Change Tax [Step 4(c) x 10%]	\$ 8800

LAND USE CHANGE TAX

STEP 5 SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) GARY DANIELS, CHAIR	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) PAUL DARGIE	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) MIKE PUTNAM	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) LAURA DUDZIAK	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) CHRIS LABONTE	SIGNATURE (in black ink)	DATE 10/14/2019

STEP 6 LAND USE CHANGE TAX NOTICE (TO BE COMPLETED BY LOCAL ASSESSING OFFICIALS)

PLEASE TYPE OR PRINT	LAST NAME SAN-KEN HOMES, INC	FIRST NAME	
	ADDRESS		
	ADDRESS (continued) 586 TURNPIKE RD		
	TOWN/CITY NEW IPSWICH	STATE NH	ZIP CODE+4 03071
(a) Date of Release (MM/DD/YYYY)		9/11/2019	
(b) Date of Bill (MM/DD/YYYY)		10/14/2019	
(c) Full and True Value at Time of Change in Use		\$	88000
(d) Total Tax Due		\$	8800

STEP 7 CHECKS PAYABLE TO AND MAILED TO (TO BE COMPLETED BY TAX COLLECTOR)

(a) Make Check Payable to:		TOWN OF MILFORD	
(b) Mail To:	NAME	TOWN OF MILFORD-TAX COLLECTOR	
	ADDRESS	1 UNION SQ	
	TOWN/CITY	STATE	ZIP CODE+4
	MILFORD	NH	03055
(c) Tax Collector's Office Location:		1 UNION SQ	
(d) Tax Collector's Office Hours:		8:00AM - 4:00PM MONDAY-FRIDAY	
(e) Include a separate check in the amount of \$ 16.50		Payable to HILLSBOROUGH for recording fee at County Register of Deeds.	
(f) Payment of this tax is due no later than 30 days after mailing of this bill. Interest, at the rate of 18% per annum, shall be due if this tax is not paid on or before _____			

STEP 8 ACKNOWLEDGMENT OF PAYMENT

SIGNATURE (in black ink) OF TAX COLLECTOR	DATE PAID

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT

TAX COLLECTOR'S WARRANT FOR TOWN/CITY

TOWN/CITY OF MILFORD		
STREET ADDRESS 1 UNION SQ		
ADDRESS (continued)		
TOWN/CITY MILFORD	STATE NH	ZIP CODE+4 03055-4230

COLLECTION OF LAND USE CHANGE TAX

State of New Hampshire, County of HILLSBOROUGH	
To KATHY DOHERTY	Collector of Taxes
for the Town/City of MILFORD	in said County.
In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 8,800.00
Given under our hands at	MILFORD
This day of	10/14/19
OWNER NAME	SAN-KEN HOMES INC
OWNER ADDRESS	586 TURNPIKE RD, NEW IPSWICH, NH 03071
MAP 45	LOT 3-46

SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) GARY DANIELS, CHAIR	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) PAUL DARGIE	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) MIKE PUTNAM	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) LAURA DUDZIAK	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) CHRIS LABONTE	SIGNATURE (in black ink)	DATE 10/14/2019

FORM

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

A-5

LAND USE CHANGE TAX

STEP 1 PROPERTY OWNER(S) AND RESPONSIBLE PARTY (if applicable)

PLEASE TYPE OR PRINT	LAST NAME	FIRST NAME	INITIAL
	SAN-KEN HOMES INC		
	LAST NAME	FIRST NAME	INITIAL
	RESPONSIBLE PARTY, IF OTHER THAN PROPERTY OWNER [RSA 79-A:7, II(e)]		
	STREET ADDRESS		
	586 TURNPIKE RD		
ADDRESS (continued)			
TOWN/CITY		STATE	ZIP CODE+4
NEW IPSWICH		NH	03071

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET					
	10 HOLDEN LN					
	TOWN/CITY			COUNTY		
	MILFORD			HILLSBOROUGH		
	NUMBER OF ACRES	CHECK ONE:			BOOK #	PAGE #
	1.11	PARTIAL RELEASE <input checked="" type="checkbox"/> FULL RELEASE <input type="checkbox"/>			8826	2330
MAP #	LOT #	MAP #	LOT #	MAP #	LOT #	
45	3-40					

STEP 3 LOCAL IDENTIFICATION OF LAND BEING DISQUALIFIED

(a) Owners Name of Record When Land Was First Classified SWEENEY, ROBERT	BOOK # 5726	PAGE # 0146
(b) Number of Acres Originally Classified	92	
(c) Number of Acres Previously Disqualified	40.20	
(d) Acres Disqualified per this Assessment	1.11	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	50.69	

STEP 4 ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative description of the disqualification: CONSTRUCTION OF A NEW SFR; LOT IS SUBDIVIDED FROM ORIGINAL LOT 45-3	
(b) Actual Date of Change in Use (MM/DD/YYYY)	8/30/19
(c) Full and True Value at Time of Change in Use	\$ 100000
(d) Land Use Change Tax [Step 4(c) x 10%]	\$ 10000

LAND USE CHANGE TAX

STEP 5 SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) GARY DANIELS, CHAIR	SIGNATURE (in black ink)	DATE 10/14/19
TYPE OR PRINT NAME (in black ink) PAUL DARGIE	SIGNATURE (in black ink)	DATE 10/14/19
TYPE OR PRINT NAME (in black ink) MIKE PUTNAM	SIGNATURE (in black ink)	DATE 10/14/19
TYPE OR PRINT NAME (in black ink) LAURA DUDZIAK	SIGNATURE (in black ink)	DATE 10/14/19
TYPE OR PRINT NAME (in black ink) CHRIS LABONTE	SIGNATURE (in black ink)	DATE 10/14/19

STEP 6 LAND USE CHANGE TAX NOTICE (TO BE COMPLETED BY LOCAL ASSESSING OFFICIALS)

PLEASE TYPE OR PRINT	LAST NAME SAN-KEN HOMES INC	FIRST NAME
	ADDRESS 586 TURNPIKE RD	
	ADDRESS (continued)	
	TOWN/CITY NEW IPSWICH	STATE NH
(a) Date of Release (MM/DD/YYYY)	8/30/19	
(b) Date of Bill (MM/DD/YYYY)	10/14/19	
(c) Full and True Value at Time of Change in Use	\$	100000
(d) Total Tax Due	\$	10000

STEP 7 CHECKS PAYABLE TO AND MAILED TO (TO BE COMPLETED BY TAX COLLECTOR)

(a) Make Check Payable to:	TOWN OF MILFORD	
(b) Mail To:	NAME TOWN OF MILFORD-TAX COLLECTOR	
	ADDRESS 1 UNION SQ	
	TOWN/CITY MILFORD	STATE NH
(c) Tax Collector's Office Location:	1 UNION SQ	
(d) Tax Collector's Office Hours:	8:00AM - 4:00PM MONDAY-FRIDAY	
(e) Include a separate check in the amount of \$ <u>16.50</u> Payable to <u>HILLSBOROUGH</u> for recording fee at County Register of Deeds.		
(f) Payment of this tax is due no later than 30 days after mailing of this bill. Interest, at the rate of 18% per annum, shall be due if this tax is not paid on or before _____		

STEP 8 ACKNOWLEDGMENT OF PAYMENT

SIGNATURE (in black ink) OF TAX COLLECTOR	DATE PAID

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT

TAX COLLECTOR'S WARRANT FOR TOWN/CITY

TOWN/CITY OF		
MILFORD		
STREET ADDRESS		
1 UNION SQ		
ADDRESS (continued)		
TOWN/CITY	STATE	ZIP CODE+4
MILFORD	NH	03055-4230

COLLECTION OF LAND USE CHANGE TAX

State of New Hampshire, County of		HILLSBOROUGH
To	KATHY DOHERTY	Collector of Taxes
for the Town/City of	MILFORD	in said County.
In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.		\$ 10,000.00
Given under our hands at	MILFORD	
This day of	10/14/19	
OWNER NAME	SAN-KEN HOMES INC	
OWNER ADDRESS	586 TURNPIKE RD, NEW IPSWICH, NH 03071	
MAP	LOT	
45	3-40	

SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) GARY DANIELS, CHAIR	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) PAUL DARGIE	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) MIKE PUTNAM	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) LAURA DUDZIAK	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) CHRIS LABONTE	SIGNATURE (in black ink)	DATE 10/14/2019

FORM
A-5

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
LAND USE CHANGE TAX

STEP 1 PROPERTY OWNER(S) AND RESPONSIBLE PARTY (if applicable)

PLEASE TYPE OR PRINT	LAST NAME	FIRST NAME	INITIAL	
	BALL	NATHAN & KATIE TRUSTEES		
	LAST NAME	FIRST NAME	INITIAL	
	BALL, NATHAN & KATIE REVOCABLE TRUST			
	RESPONSIBLE PARTY, IF OTHER THAN PROPERTY OWNER [RSA 79-A:7, II(e)]			
	STREET ADDRESS			
476 NH RT 13 S				
ADDRESS (continued)				
TOWN/CITY			STATE	ZIP CODE+4
MILFORD			NH	03055

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET				
	159 BOYNTON HILL RD				
	TOWN/CITY			COUNTY	
	MILFORD			HILLSBOROUGH	
	NUMBER OF ACRES	CHECK ONE:		BOOK #	PAGE #
	2.5	PARTIAL RELEASE <input checked="" type="checkbox"/> FULL RELEASE <input type="checkbox"/>		8944	2298
MAP #	LOT #	MAP #	LOT #	MAP #	LOT #
45	3-51				

STEP 3 LOCAL IDENTIFICATION OF LAND BEING DISQUALIFIED

(a) Owners Name of Record When Land Was First Classified	BOOK #	PAGE #
LORDEN LUMBER	2832	237
(b) Number of Acres Originally Classified		80.75
(c) Number of Acres Previously Disqualified		70.41
(d) Acres Disqualified per this Assessment		2.5
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]		7.84

STEP 4 ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative description of the disqualification: CONSTRUCTION OF A NEW SFR.	
ORIGINAL LOT 45-18	
(b) Actual Date of Change in Use (MM/DD/YYYY)	9/16/2019
(c) Full and True Value at Time of Change in Use	\$ 110000
(d) Land Use Change Tax [Step 4(c) x 10%]	\$ 11000

LAND USE CHANGE TAX

STEP 5 SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) GARY DANIELS, CHAIR	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) PAUL DARGIE	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) MIKE PUTNAM	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) LAURA DUDZIAK	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) CHRIS LABONTE	SIGNATURE (in black ink)	DATE 10/14/2019

STEP 6 LAND USE CHANGE TAX NOTICE (TO BE COMPLETED BY LOCAL ASSESSING OFFICIALS)

PLEASE TYPE OR PRINT	LAST NAME BALL	FIRST NAME NATHAN & KATIE TRUSTEES
	ADDRESS BALL, NATHAN A & KATIE D REVOCABLE TRUST	
	ADDRESS (continued) 476 NH 13 S	
	TOWN/CITY MILFORD	STATE NH
(a) Date of Release (MM/DD/YYYY) 9/16/2019		
(b) Date of Bill (MM/DD/YYYY) 10/14/2019		
(c) Full and True Value at Time of Change in Use		\$ 110000
(d) Total Tax Due		\$ 11000

STEP 7 CHECKS PAYABLE TO AND MAILED TO (TO BE COMPLETED BY TAX COLLECTOR)

(a) Make Check Payable to: TOWN OF MILFORD		
(b) Mail To:	NAME TOWN OF MILFORD-TAX COLLECTOR	
	ADDRESS 1 UNION SQ	
	TOWN/CITY MILFORD	STATE NH
(c) Tax Collector's Office Location: 1 UNION SQ		
(d) Tax Collector's Office Hours: 8:00AM - 4:00PM MONDAY-FRIDAY		
(e) Include a separate check in the amount of \$ 16.50 Payable to HILLSBOROUGH for recording fee at County Register of Deeds.		
(f) Payment of this tax is due no later than 30 days after mailing of this bill. Interest, at the rate of 18% per annum, shall be due if this tax is not paid on or before _____		

STEP 8 ACKNOWLEDGMENT OF PAYMENT

SIGNATURE (in black ink) OF TAX COLLECTOR	DATE PAID
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NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT

TAX COLLECTOR'S WARRANT FOR TOWN/CITY

TOWN/CITY OF MILFORD		
STREET ADDRESS 1 UNION SQ		
ADDRESS (continued)		
TOWN/CITY MILFORD	STATE NH	ZIP CODE+4 03055-4230

COLLECTION OF LAND USE CHANGE TAX

State of New Hampshire, County of HILLSBOROUGH	
To KATHY DOHERTY	Collector of Taxes
for the Town/City of MILFORD	in said County.
In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 11,000.00
Given under our hands at	MILFORD
This day of	OCTOBER 14 2019
OWNER NAME	BALL, NATHAN & KATIE, TRUSTEES OF THE BALL, NATHAN A & KATIE D REV. TRUST
OWNER ADDRESS	476 NH RT 13 S, MILFORD, NH 03055
MAP 45	LOT 3-51

SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) GARY DANIELS, Chair	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) PAUL DARGIE	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) MIKE PUTNAM	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) LAURA DUDZIAK	SIGNATURE (in black ink)	DATE 10/14/2019
TYPE OR PRINT NAME (in black ink) CHRIS LABONTE	SIGNATURE (in black ink)	DATE 10/14/2019

5:30ish Veterans Tax Credit Proposed Warrant Articles (3) and Modification of Existing Elderly Exemption Criteria Proposed Warrant Article.

2020 WARRANT ARTICLE Veteran's Tax Credit and All Veteran's Tax Credit

Shall the town, pursuant to RSA 72:27-a, vote to increase the Optional Veteran's Tax Credit (RSA 72:28) and the All Veteran's Tax Credit (RSA 72:38-b) from \$300 to \$400.

RSA 72:28

I. The standard veterans' tax credit shall be \$50.

II. The optional veterans' tax credit, upon adoption by a city or town pursuant to RSA 72:27-a, shall be an amount from \$51 up to \$750. The optional veterans' tax credit shall replace the standard veterans' tax credit in its entirety and shall not be in addition thereto.

RSA 72:28-b II. The credit granted under this section shall be the same as the amount of the standard or optional veterans' tax credit in effect in the town or city under RSA 72:28.

2020 WARRANT ARTICLE Tax Credit for Surviving Spouse of Veteran

Shall the town, pursuant to RSA 72:27-a, vote to increase the tax credit for the Surviving Spouse of a veteran who was killed or died while on active duty (RSA 72:29-a) from \$700 to \$800.

72:29-1 II. ... the surviving spouse of any person who was killed or died while on active duty in the armed forces of the United States or any of the armed forces of any of the governments associated with the United States in the wars, conflicts or armed conflicts, or combat zones set forth in RSA 72:28, shall receive a tax credit in the amount from \$701 up to \$2,000 for the taxes due upon the surviving spouse's real and personal property, whether residential or not, in the same municipality where the surviving spouse is a resident.

2020 WARRANT ARTICLE Tax Credit for Service Connected Total Disability

Shall the Town, pursuant to RSA 72:27-a, vote to increase the tax credit for veteran's who have total and permanent service-connected disability (RSA 72:35) from \$1400 to \$1500.

RSA 72:25 I-a. The optional tax credit for service-connected total disability, upon adoption by a city or town pursuant to RSA 72:27-a, shall be an amount from \$701 up to \$2,000. The optional tax credit for service-connected total disability shall replace the standard tax credit in its entirety and shall not be in addition thereto.

Shall the Town, pursuant to RSA 72:27-a, vote to modify the elderly exemption from property tax based on assessed value for qualified taxpayers to be as follows: for persons 65 years of age up to 75years-\$82,800; for a person 75 years of age up to 80 -\$123,600; for persons over 80 year of age -\$164,400; and to modify the maximum asset limit for both individual and married persons to \$100,000 (excluding the value of the person(s) residence). To qualify, the person must satisfy all of the conditions of RSA 72:39-a&b that pertain to eligibility for this exemption as well as those contained in any other applicable statute including without limitation, that they demonstrate that they have been a New Hampshire resident for at least 3 consecutive years, that they own the real estate individually or jointly, of if the real estate is owned by such persons spouse, that they must have been married to each other for at least 5 years, and that the reside at the property as their primary residence. In addition, the taxpayer must have a net income in each applicable age group of not more than \$38,600, or if married a combined net income of not more than \$46,000.

Note: The recommended increase (20% over current limits) in the exemption amount categories is to offset the impact of the 2019 Statistical Update where the average home increase was 19.6%. There is no anticipated tax impact due to this recommendation.

The recommended increase in asset limits (from \$85,000) is to provide a reasonable "cushion" against unanticipated expenses. There is no recommended increase for the current income limits. There is no way to determine any tax impact from this recommendation.

2018 Veteran's Credits - Hillsborough County *Source: DRA				
Statute	72:28	72:28-b	72:29-a	72:25
Statutory Limits	750	750	2000	2,000
Town	Veteran's Tax Credit	All Veteran's Tax Credit	Surviving Souse	Service Connected Total Disability
Amherst	500	500	700	1,400
Antrim	500	500	2000	2,000
Bedford	500	500	2000	2,000
Bennington	500	-	700	2,000
Brookline	500	-	700	2,000
Deering	500	-	700	1,400
Fracestown	500	-	700	700
Goffstown	500	500	2000	2,000
Greenfield	300	-	700	700
Greenville	500	500	700	2,000
Hancock	300	-	700	700
Hillsborough	500	500	700	2,000
Hollis	500	500	700	2,000
Hudson	500	500	2000	2,000
Litchfield	300	300	700	700
Lyndeborough	500	-	700	1,400
Manchester	400	-	1600	1,600
Mason	500	500	700	2,000
Merrimack	500	500	2000	2,000
Milford	300	300	700	1,400
Mont Vernon	500	-	700	2,000
Nashua	500	330	2000	2,000
New Boston	500	-	700	2,000
New Ipswich	500	500	700	2,000
Pelham	500	500	700	2,000
Peterborough	500	500	700	2,000
Sharon	300	300	700	1,000
Temple	100	100	700	700
Weare	500	-	2000	1,400
Wilton	350	350	700	1,500
Windsor	250	250	1400	1,400
# Receipients	462	45	0	19
Current Total (2019-MS-1)	137,850	13,500	0	26,600

2018 Elderly Exemption					
72:39-a					
65-74 Amount Granted	75-79 Amount Granted	80+ Amount Granted	Income Limit married	Asset Limit Married	Asset Limit Single
76,000	114,000	151,000	57,000	150,000	150,000
25,000	50,000	65,000	37,800	75,000	75,000
90,000	96,000	141,600	64,960	150,000	15,000
25,000	50,000	75,000	39,500	75,000	75,000
70,000	105,000	140,000	40,000	100,000	100,000
45,000	60,000	75,000	53,600	250,000	250,000
40,000	60,000	80,000	20,400	50,000	50,000
50,000	67,500	90,000	55,000	150,000	150,000
20,000	40,000	60,000	27,000	50,000	50,000
20,000	30,000	40,000	25,000	50,000	50,000
35,000	47,500	75,000	31,000	53,000	53,000
34,500	51,750	63,250	45,000	71,500	71,500
144,000	172,500	201,500	55,000	150,000	150,000
105,000	125,000	150,000	55,000	160,000	160,000
50,000	80,000	125,000	45,000	300,000	300,000
35,000	50,000	70,000	40,000	70,000	70,000
109,500	148,500	195,500	50,000	90,000	115,000
70,000	100,000	130,000	40,000	60,000	60,000
75,000	100,000	125,000	60,000	200,000	200,000
69,000	103,000	137,000	46,000	85,000	85,000
60,000	70,000	80,000	40,000	75,000	75,000
155,000	180,000	225,000	50,000	150,000	150,000
88,000	121,000	176,000	45,000	90,000	90,000
50,000	75,000	100,000	30,500	50,000	55,000
70,000	100,000	130,000	45,000	130,000	130,000
80,000	120,000	160,000	45,000	100,000	100,000
20,000	30,000	40,000	45,000	100,000	100,000
25,000	25,000	25,000	20,400	35,000	35,000
70,000	90,000	300,000	44,000	80,000	80,000
35,000	50,000	70,000	40,000	70,000	70,000
5,000	5,000	5,000	20,400	35,000	35,000

2019 Warrant Articles :

Veteran's Tax Credit

Recommendation	400	400	800	1,500
	184,800	18,000		28,500
Difference	46,950	4,500		1,900
Total Increase (Incl All)	53,350			

Elderly Exemption

Recommendations:

Avg Assessment Increase = 20% +/-	
69,000 x 1.2	82,800
103,000x 1.2	123,600
137,000 x 1.2	164,400

Income Limits	Single	Married
Current	38,600	46,000
Recommended	38,600	46,000
Total Increase	0	0

Assett Limits	
Current	85,000
Recommended	100,000

Comments on Recommendations:

To Maintain Parity

2019 Fed poverty level (2 person) is \$16,910 *
 Current Income limits = 2.7% above Fed poverty level
 2019 national median income level = \$75,500 **
 Current Income limits are 60% of median income
 According to NHFFA Survey, 2017 data indicates:***
 33% of Milford households have income of \$45,000 or less.

increase for "buffer" for unanticipated expenses

Avg AV (1010)	SFR	Median AV SFR (1010)
	303,710	294,000

*<https://www.dhhs.nh.gov/dphs/bchs/std/documents/fplguidelines.pdf>
 ** <https://www.huduser.gov/portal/datasets/il/il19/Medians2019r.pdf>
 ***<https://www.nhhfa.org/housing-and-demographic-data>

Labor Day Parade Expenditures				
Vendor	Reason	Amount	Warrant Article	Donations
48310-559000	End of Year 2018 Balance		-	7,320.00
13704-901407	2019 Warrant Article		10,000.00	
48310-559000	2019 Donations			4,595.00
				-
Milford High School	Janitorial Services	-	-	
Brendan Philbrick	Cash/Float Prizes	(500.00)	(500.00)	
Brendan Philbrick	Cash/Tip for limo driver	(75.00)	(75.00)	
Amherst Town Band	Band	(300.00)	(300.00)	
American Legion Band	Band	-	-	
Italian-American Band	Band	(1,400.00)	(1,400.00)	
Milford High School Band	Band	(350.00)	(350.00)	
Nelson Town Band	Band	(600.00)	(600.00)	
New Magnolia Jazz Band/K. Gross	Band	(900.00)	(900.00)	
Roma Band Musicians	Band	(1,800.00)	(1,800.00)	
Westford Pipes and Drums	Band	(1,500.00)	(1,500.00)	-
New England Band Productions	Bands	(1,715.00)	(1,715.00)	-
The Cabinet	Ads	(860.00)	(860.00)	-
		-	-	
		-	-	
		-	-	
		-	-	
	Ending Balance		0.00	11,915.00

Town of Milford Finance Department
Labor Day Parade 2017

Labor Day Parade Donations		
Source	Amount	Purpose
Arthur L Keyes Memorial Trust	\$ 1,000.00	
Rymes Propane & Oil - Fundraiser	\$ 1,645.00	
Cardoza Flooring, LLC	\$ 500.00	
Haywards Trading Post & Country Store, Inc.	\$ 50.00	
Milford Market LLC	\$ 50.00	
Auxiliary V.F.W., Harley-Sanford Post 4368	\$ 250.00	
Granite Financial Partners LLC	\$ 50.00	
Maurice R. Cote	\$ 50.00	
Sons of the American Legion, Squadron No. 23	\$ 250.00	
Steele Associates	\$ 100.00	
Stephen Marx Hair Salon	\$ 50.00	
Ricciardi Hartshorn Post No 23, American Legion	\$ 500.00	
Tech Transport	\$ 100.00	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ 4,595.00	

Town Hall
1 Union Square
Milford, NH 03055-4240
Tel: (603) 249-0628
www.milford.nh.gov
conservation@milford.nh.gov

5:55 Open Space Conservation Easement (BROX)

Town of Milford CONSERVATION COMMISSION



October 9, 2019

RE: Brox Community Land Conservation Easement Status, Commitment Letter, and Boundaries

Dear Selectmen,

The Alteration of Terrain Permit #AoT-1313, dated September 18, 2017 for the sand and gravel operation on the property referred to as the Brox Community Land requires the Town of Milford (Town) to put 75 +/- acres into a conservation easement (see note 11). The Board of Selectmen (BoS) accepted the Milford Conservation Commission's (MCC) offer to facilitate this process. Following is an update:

The New Hampshire Fish and Game (NHFG) Department has agreed to hold the easement. In 2018 the MCC applied for and received an Aquatic Resources Mitigation (ARM) grant for \$20,000 to help cover the costs of the easement. Following are several steps that have to happen for both a) the ARM grant to be secured as it is set to expire in December 2019 and b) for the easement to be finalized.

1. Of utmost importance, the Town must agree and sign a Commitment Agreement related to the easement with Fish and Game. The Commitment Agreement is required to secure the ARM grant. It will allow the money to remain earmarked for the Town because the steps related to the easement will not be complete by the December 2019 deadline. Attached is a draft Commitment Agreement.
2. The Town and the State shall agree on interior boundaries of the area of the easement. Attached is the map from the AoT plan and a NHFG draft easement map.
3. The Town must have an exterior and interior boundary survey completed and signed with boundary markers which will be provided for by the State. The MCC has requested quotes for a survey which we will present to the Town with a recommendation.
4. A baseline survey has to be completed.
5. The Town and the State must agree on conservation easement language.
6. The easement must be filed and recorded.

This is a simplified list but there are many approval steps within the State that have to occur that actually make it a lengthy process. Ideally the first two items can be agreed to in October and the survey completed in November.

The MCC requests a meeting with the Board of Selectmen at your earliest convenience to discuss the Commitment letter and the boundary.

Very Respectfully,

Andrew Hughes, Acting Chair
Milford Conservation Commission

COMMITMENT AGREEMENT

Brox Community Lands Conservation Easement Milford, NH

THIS AGREEMENT entered into this _____ day of _____, 2019 between the New Hampshire Fish and Game Department, acting by and through its Executive Director, 11 Hazen Drive, Concord NH 03301, hereinafter called the "**State**", and the Town of Milford, acting through its Board of Selectmen, One Union Square, Milford, NH, 03055, hereinafter called the "**Town**", whereby Town agrees to convey a conservation easement deed for a certain property in accordance with the terms and conditions set forth below:

1. Premises: The property to be conserved through one (1) conservation easement deed situate in the Town of Milford, County of Hillsborough, State of New Hampshire containing approximately 75 acres hereinafter called the "**Premises**". The fee portion of the property is identified as Milford Tax Map 38, Lot 58, containing approximately 142 acres, whereas the conservation easement will be a portion thereof.

The Premises being a portion of the same parcel(s) transferred to the Town of Milford by Warranty Deed of Brox/Lorden Limited Partnership, recorded in the Hillsborough County Registry of Deeds on September 7, 2000 at Book 6287 Page 1350.

The property is also identified in a survey plan dated _____, and recorded at the Hillsborough Registry of Deeds as Plan _____.

Said Premises are subject to a NH Department of Environmental Service issuance of RSA 485-A:17 Alteration of Terrain Permit #AoT-1313, dated September 18, 2017, hereinafter called the "Permit", a copy of which is attached as Exhibit A, and is made a part of this document herein.

2. Purpose: The Town is under obligations from the NH DES Aquatic Resource Mitigation Fund outlined in an award letter to the Town dated November 28, 2018, and is attached as Exhibit B. Specifically, the Town is required to find a conservation easement holder for the Premises. As such, the State is willing to be the conservation easement holder under certain conditions outlined herein.

Additionally, the State and the Town will continue to work on the draft conservation easement deed, where upon Governor and Executive Council approval will be recorded in the Hillsborough County Registry of Deeds.

3. Purchase Price: the Town hereby agrees to donate to the State all conservation rights, title and interest in the Premises.

4. Title and Conservation Easement Deed: The Town shall convey the Premises to the State by conservation easement deed in the form of good, clear, and marketable title, free from all liens and encumbrances except: usual public utility easements serving the property; other easements, restrictions and reservations of record. The Deed shall include specific restrictions and reservations of record.

5. Survey of Conservation Easement Area: the Town agrees, at that their own expense and in consultation with the State, to prepare a recordable survey of the internal and external boundaries of the Premises, to be completed by a NH Licensed Land Surveyor on or before **December 31, 2019**. Prior to the acceptance of the conservation easement deed by the State, the boundaries will be mark, both internal and external, with NH Fish & Game conservation easement boundary signs, provided for by the State

6. Closing: The conservation easement deed shall be executed by the Milford Selectmen and delivered by the Town to the State on or before **December 31, 2020**.

7. Tax on Transfer of Real Property: The State represents this conveyance is exempt from the real estate transfer tax under RSA 78-B.

8. Examination of Title: If, upon examination of the title, it is found that the title is not marketable, this Agreement may be rescinded at the option of the State.

9. Stewardship Endowment: The Town shall provide the State with a base minimum of thirty-thousand dollars (\$30,000) in stewardship funds of non-federal origin for deposit in the State Land Conservation Stewardship Fund to permanently endow the future monitoring of the conservation easement.

10. NHDES Permit #AoT-1313 Conditions Precedent: The Town's obligations under the Permit referenced above shall be met and all General Conditions followed. Specifically, the list of practices that have been discussed with NH Fish and Game to avoid the taking of endangered species during the gravel removal operation, which is currently active.

Such practices are outlined in a plan prepared by Fieldstone Land Consultants, PLLC, for Northeast Sand & Gravel, of New Ipswich, NH, on Lands of Town of Milford. Last revision dated September 7, 2017, a copy of which is attached as Exhibit C, and made part of this document herein.

11. Conditions Precedent: The State's obligations under this agreement, including its obligation to receive the donation, are subject to each of the following conditions precedent, which run to the State's exclusive benefit:

a. The State must be satisfied that the Premises meets the Department's programmatic objectives and complies with applicable federal and state land acquisition laws and regulations, including but not limited to the following:

- 1) level of hazardous waste
- 2) federal and state endangered/threatened plants & animals
- 3) federal and state historic/prehistoric resources
- 4) floodplains and wetlands protection
- 5) farmland preservation policies.

b. The State may perform, at its cost, any necessary activities to assess and bring the Premises into compliance with the requirements set forth in Section 10(a), above. The State shall provide notice to the Town within thirty (30) days of the results of any such assessment, including in such notice a statement as to whether the State is satisfied with the conditions of the Premises.

c. The State must obtain approvals from: 1) NH Fish and Game Commission; and 2) NH Governor and Executive Council. The State agrees to promptly seek such approval and shall provide notice to the Town within fourteen (14) days of receipt of such approval.

e. If the State perceives at any time before closing that it will need additional time in order to complete any necessary approval processes, it shall notify the Town in writing of the remaining approvals necessary and the expected time frame in which such approvals can be reasonably obtained.

12. Conditions Precedent: The Town's obligations under this agreement, including the obligation to donate the Premises, are subject to each of the following conditions precedent, which run to the Town's exclusive benefit: [No Conditions Listed](#)

13. Risk of Loss: Risk of loss relative to any damage or loss to the Premises shall be on the Town until closing. In case of loss, any sums recoverable from insurance shall be paid or assigned at Closing to the State.

14. Time: Time is of the essence of all dates and time periods in this Agreement.

15. Default: If either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.

16. Notices: All notices shall be sent to the parties at their addresses set forth above.

17. Merger: All representations, statements, and agreement heretofore made by and between the State and the Town are merged in this Agreement, which alone fully and completely expresses their respective rights and obligations.

18. Governing Law: This Agreement is made in accordance with New Hampshire law and shall be interpreted, governed and enforced under New Hampshire law.

19. Counterparts: This Agreement may be executed in THREE (3) or more counterparts, all of which shall constitute but one (1) agreement.

This document has been executed in triplicate.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this ____ day of _____, 2019.

DRAFT

TOWN OF MILFRD BOARD OF SELECTMEN

Witness: _____

Witness: _____

Witness: _____

Witness: _____

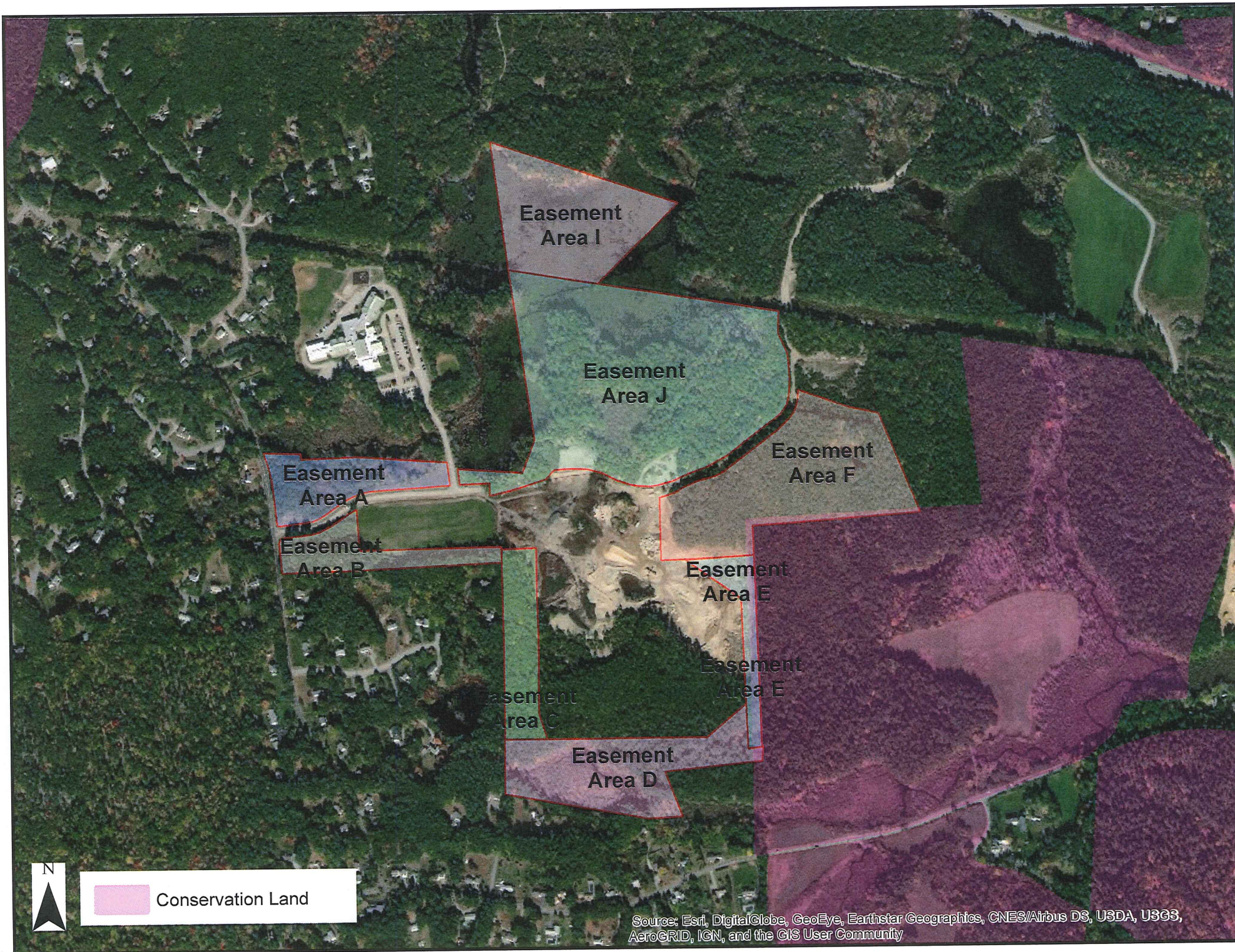
Witness: _____

NEW HAMPSHIRE FISH AND GAME DEPARTMENT

Witness: _____

By: _____
Glenn Normandeau,
Executive Director

DRAFT



Easement Area I

Easement Area J

Easement Area A

Easement Area F

Easement Area B

Easement Area E

Easement Area C

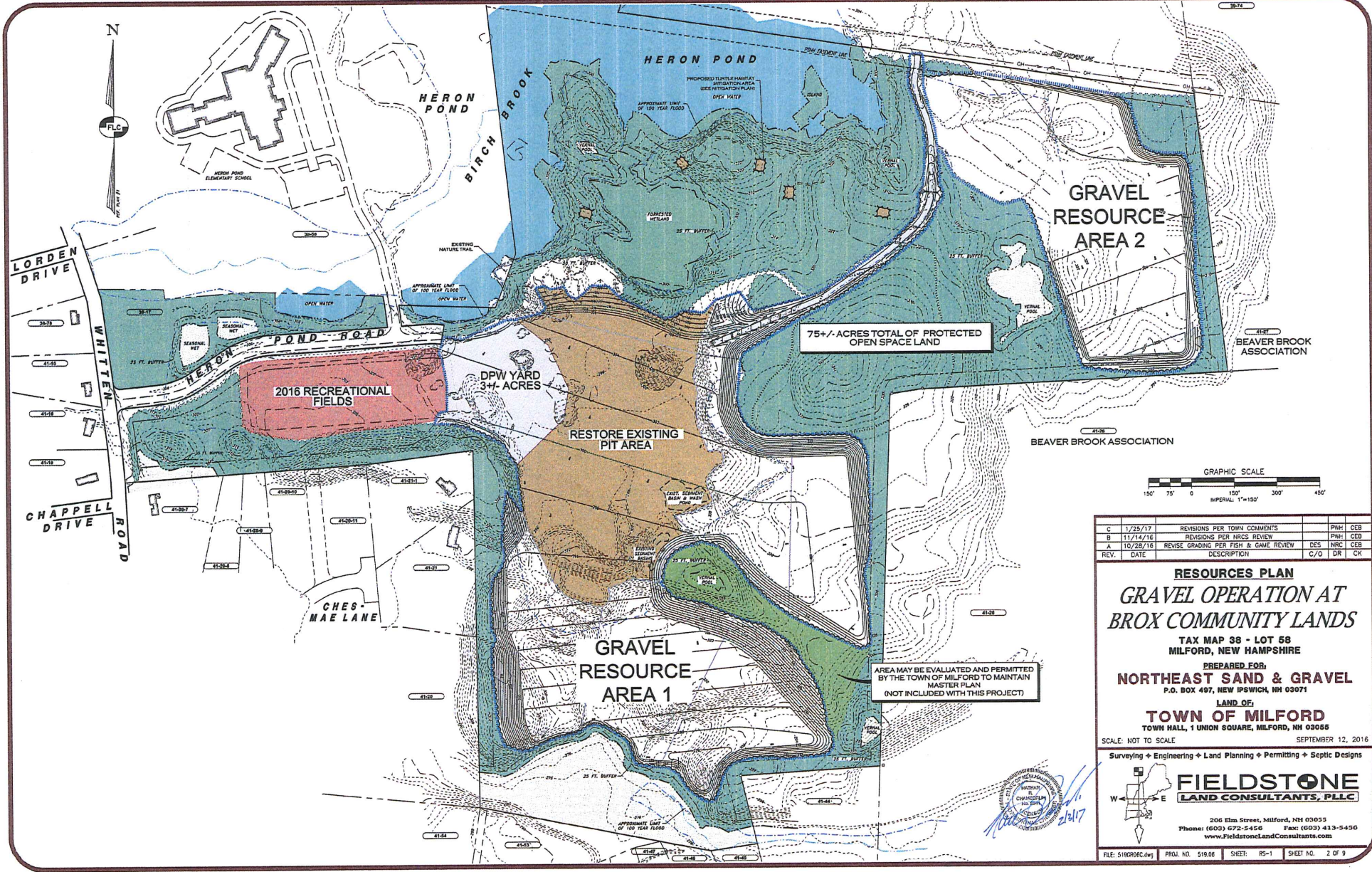
Easement Area E

Easement Area D

Conservation Land

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

09/12/2019 - MID NHFG draft revised brox comm land easement boundaries



REV.	DATE	DESCRIPTION	C/O	DR	CK
C	1/25/17	REVISIONS PER TOWN COMMENTS		PWH	CEB
B	11/14/16	REVISIONS PER NRC'S REVIEW		PWH	CEB
A	10/28/16	REVISE GRADING PER FISH & GAME REVIEW	DES	NRC	CEB

RESOURCES PLAN

GRAVEL OPERATION AT BROX COMMUNITY LANDS

TAX MAP 38 - LOT 58
MILFORD, NEW HAMPSHIRE

PREPARED FOR:
NORTHEAST SAND & GRAVEL
P.O. BOX 497, NEW IPSWICH, NH 03071

LAND OF:
TOWN OF MILFORD
TOWN HALL, 1 UNION SQUARE, MILFORD, NH 03055

SCALE: NOT TO SCALE **SEPTEMBER 12, 2016**

Surveying + Engineering + Land Planning + Permitting + Septic Designs

FIELDSTONE LAND CONSULTANTS, PLLC

206 Elm Street, Milford, NH 03055
Phone: (603) 672-5456 Fax: (603) 413-5456
www.FieldstoneLandConsultants.com

FILE: S19CR05C.dwg **PROJ. NO. S19.06** **SHEET: RS-1** **SHEET NO. 2 OF 9**

Frequently Asked Questions

PFAS, a Water Utility Emerging Contaminants of concern

What are PFAS?

- * **Per and Poly - fluoroalkyl substances (PFAS)**
- * **Group of man-made chemicals**
 - * non-stick cookware, water-repellent clothing, stain resistant fabrics, carpets, some cosmetics, some firefighting foams, and products that resist grease, water, and oil
- * **PFAS can be found in:**
 - * Food
 - * The Workplace (especially manufacturing environments)
 - * Drinking water
 - * Living organisms (including fish, animals and humans)



Why are PFAS Important?

- * **Most people have been exposed to PFAS**
- * **Evidence that exposure to PFAS can lead to adverse health outcomes in humans**
- * **Drinking water and Wastewater identified as containing PFAS**

How are People exposed to PFAS?

- * **Contaminated soil and water used to grow food**
- * **Food packaging, and Equipment that used PFAS during food processing**
- * **Commercially-treated products that are stain and water-repellent or nonstick**
 - * Carpets
 - * leather and apparel
 - * Textiles
 - * paper and packaging materials
 - * non-stick cookware.
- * **Drinking water from contaminated water supplies**
 - * Typically localized and associated with PFAS manufacture and use

Are there health effects from PFAS?

- * **PFOA and PFOS can cause:**
 - * reproductive and developmental issues
 - * liver and kidney issues
 - * immunological effects in laboratory animals
- * **Some findings are:**
 - * increased cholesterol levels
 - * infant birth weights
 - * effects on the immune system
 - * Cancer
 - * thyroid hormone disruption

My Water is supplied to me by a public water system, is it safe to drink?

- * Milford's water is safe to drink
- * Our water system provides your community with safe drinking water
- * Our water system samples the water for these PFAS
 - *If any drinking water standard is not met we must promptly notify our customers and provide water that meets drinking water standards*



My water is from a private well, does it meet public water standards?

- * Rules for a public water supply do not apply to private well owners
NHDES recommends that anyone with a private well should periodically have their drinking water tested
- * The NHDES list of recommended tests for private well water is available at https://www.des.nh.gov/organization/divisions/water/dwgb/well_testing/index.htm
- * If a private well owner decides to test for PFAS and finds levels above the drinking water standards they can consider installing a treatment system.
 - * NHDES has posted in-home water filtration information at https://www4.des.state.nh.us/nh-pfasinvestigation/?page_id=171

What are the next steps for NHDES on PFAS?

- * NHDES will assist drinking water and wastewater systems to achieve compliance with these new standards.
- * All hazardous waste/landfill sites and groundwater discharge sites will need to comply with the new rules
- * NHDES will also continue to investigate potentially impacted areas
- * NHDES and DHHS will continue to review the latest science and work to educate and inform citizens, healthcare providers, municipalities and other stakeholders about PFA's



What is Milford Water Utilities PFAS information?

- * **MWUD expects to follow NHDES water and wastewater PFA's standards**
- * **NHDES drinking water standards in place in 2019**
 - * PFOA= <12 ppt
 - * PFOS= <15 ppt
 - * PFHx5= <18 ppt
 - * PFNA= <11 ppt

Milford drinking water PFAS information

- * **2016 voluntary testing of our drinking water had results of: PFOA <2ppt, PFOS <4ppt**
 - * This is well within the current standard
- * **We will begin NHDES required testing in 4th Quarter 2019**
 - * Results will be reported and recorded with NHDES for public information

Milford Wastewater PFAS information

- * **Wastewater Treatment Facility *incoming* wastewater was tested in 2017:**
 - * PFOA= 5.59 ppt
 - * PFOS= Not Detected
- * **Wastewater Treatment Facility *out-going* treated water was tested in 2017:**
 - * PFOA= 10 ppt
 - * PFOS= 13.5 ppt
- * **Wastewater Treatment Facility Sludge was tested in 2019:**
 - * PFOA/PFOS combined total 8.31 ppt
- * **Wastewater Treatment Facility Closed Sludge landfill routine groundwater monitoring was tested in 2019(prior to latest standards):**
 - * PFOA/PFOS combined total 88.1ppt
 - * exceeds the NHDES standard
 - * NHDES has required us to present an assessment and corrective action plan
 - * We have an assessment monitoring and potential corrective action plan being developed with the assistance of a geological engineering firm and presented to NHDES.



Questions?

Thank You

6:20 Employee Policy Changes

To the Board of Selectman

October 14, 2019

We would like to make the following recommended changes to the Employee Handbook, Chapter 4. The categories include:

1. Clarifying a Process /Policy (Jury Duty, Witness Leave, Military Leave)
2. Removing “more or” wording in reference to “working more or less than” as it refers to accruals for vacation, personal, holiday, etc.
3. Changed reference from days to hours (sick time, holidays, bereavement, personal, etc.)
4. Cosmetic and/or clarifying
5. Specific changes for BOS to note

A copy of the Chapter, highlighted, will be available for your reference Monday evening. If you would like a copy of beforehand, please let me know and we will forward one to your attention.

Respectfully

The Personnel Workgroup

Karen Blow, HR Director

Mark Bender, Town Administrator

Chief Viola, Milford Police Dept

Rick Riendeau, DPW Director

Eric Schelberg, MAS Director

Betsy Solon, Library Director

Kathy Townsend, Finance

(Past Employees included Jack Sheehy/Finance and Dave Boucher/WUD; Prior BOS Representative - Kevin Federico)

7.12.19 rev 10.10.19

Chapter 4 – Employee Handbook - Summary of recommended changes:

Item, Page and Line number in Chapter 4 – REVISED copy

Page	Line	Location	Action taken	Change To
CLARIFY PROCESS				
10-11	32-38 1-10	Jury Duty	Separated Jury Duty Leave from Witness Leave.	See handout Section re-written to reflect what the Town actually does.
11	35-40	Witness Duty Leave	Separated Jury Duty Leave from Witness Leave.	See handout Section re-written to reflect what the Town actually does.
11-12 12	36-38 1-32	Military Leave	Section re-written to clarify process. Reworded Line 33 – 35 - If you are called to active military duty g...you must submit copies of your military orders to your supervisor as soon as it is practicable.	See handout <ul style="list-style-type: none"> • A. L35, Replaced “as soon as is practicable” with upon receipt of notice. • A. L38, added “bi” • B 1. and 2. re-written to reflect actual process and added bullet point – illustrating how payment is processed • C. Added Reference to - Please see full Military Leave Policy (and associated forms) in Policy Section.
REMOVED “MORE OR” WORDING IN REFERENCE TO “WORKING MORE OR LESS THAN”				
2	4	Benefits - “Note” Section, 1 st paragraph, (and throughout doc)	Removed wording – “ more or ”. We do not prorate for hours worked in excess of 40	Full-time and part-time regular employees regularly assigned to work less than...
4	20	Bereavement	Removed wording – “ more or ”.	Full-time and part-time regular employees regularly assigned to work less than...
12	38	Non-Standard Work Week	Removed wording – “ more or ”.	Full-time and part-time regular employees working less than...
14	3	Personal Time	Removed wording – “ more or ”.	Full-time and part-time regular employees regularly assigned to work less than...
14	18	Sick Time, C	Removed wording – “ more or ”.	to be prorated for employees working less than the standard work week
CHANGED REFERENCE FROM DAYS TO HOURS				
14	17	Sick Time, C	Removed wording - (eight (8) days) ...	Left it at 64 hours
15	6-7	Sick Time, D	Removed wording referencing days - An employee will be allowed to “bank” up to a maximum of 15 days of sick time (in addition to the 8 days in order to have time against which to be made “whole” during a period of short-term disability or worker’s compensation.	Replaced with reference to hours 120 hours and 64 hours
15	15	Sick Time, STD E	Removed “day” reference - “In the event that a full-time regular employee uses sick leave in excess of five (5) days... ”	Replaced with hours - In the event that a full-time regular employee uses sick leave in excess of forty (40) hours

COSMETIC AND CLARIFYING

2	20	Annual Leave	Reformatted annual leave chart	
10	4	Holidays, A	Reformatted chart	Indicated MLK day and EE Birthday not an AFSCME holiday
14	21	Sick Time, C	Added chart	Inserted chart outlining how sick time is accrued
15	1-4	Sick Time, D	Removed explanation for conversion wording - would be converted to 40 hours (5 days) of vacation time the following year, with the remaining 24 hours (3 days) available to go into a "bank" system (pro-rated for part-time employees). Inserted Chart	Provided chart to illustrate Accrual of Sick Time and Sick Conversion Timeline Table – “
15	11	Sick Time, D	Removed E. (current handbook) "If any sick time..." and F. "With the	Replaced with chart – Annual Maximum Accruals Chart
16	3-34	Sick Time, STD E		Bulleted (1-5) the specific process
16	26-29	Sick Time, STD E	Added # 5 Exceptions to the policy... Added # 6 Extended sick leave ...	Added – Exceptions to the policy would require approval from HR and/or Town Administrator. Added – Extended sick leave (2-3 weeks) outside of short-term disability or workers compensation would be at the discretion of the Board of Selectman.
17	13-17	Sick Time, WC F	Added wording	Added - When the employee is compensated for the absence by the Town's short term disability provider as a result of the illness, that income shall be conveyed to the Town of Milford and applied towards the reinstatement of the charged sick leave hours, thereby increasing the number of sick leave hours available to that employee for the remainder of the year.

CHANGES SPECIFIC TO MILFORD AMBULANCE

1	11	Cover page	Added wording	Does not apply to MAS employees working less than 25 hrs/wk
10	28-29	Holidays, C	Added wording at Director Schelberg's request	"Ambulance employees please see addendum at the end of Section 4 for department specific (MAS) processes."
13	9-10	Non-Standard Work Week	Added wording at Director Schelberg's request – Section B	"Ambulance employees please see addendum at the end of Section 4 for department specific (MAS) processes."

SPECIFIC CHANGES FOR BOS TO NOTE

1	25	Cover page	Added wording	The contents of this chapter are subject to change at Management's discretion. Primex recommendation.
2	7-8	Accruals - "Note" Section, 1 st paragraph	Added wording	Accruals are based on the standard 40 hour work week. Hours worked over forty (40) do not factor into accrual rates.
2	11-12	Approval of time off - Note Section, 2 nd paragraph	Changed wording - Removed "Board of Selectman" , inserted Town Administrator	An employee must request authorization from the Department Head and the Town Administrator , in advance...
2	20	Annual Leave	Added wording	Inserted " See Sick Leave, Section F to reflect additional 40 hours as it relates to Maximum Accumulation"

4	14-15, 16-18	Bereavement, 1 st paragraph	Changed wording - Removed "(within a consecutive seven (7) day period)"	Added, "The Town recognizes that some bereavement leave may extend into future months to account for spring internments or other circumstances related to death."
10	2	Holidays, A	Added wording	Added "pro-rated"
10	19-20	Holidays, C	Removed wording - For all employees working other than a "traditional" work week (i.e., five(5) eight (8) hours days) the following...	For all employees working other than a "traditional" work week, the following....
12	34	Non-Standard Work Week	"For employees working a "non-standard" work week, a "pool" or "bank"	Removed "a pool"...
14	15	Sick Time	Removed Section B... 1. "As a general rule..." 2. Removed- don't need to specify if sick time is for self or care of family member	1. Replaced with B – added "FMLA will run concurrent with STD/WC (this is what occurs)"
15	9-10	Sick Time, D	Added wording – from payroll	Added for clarification – Receiving WC and being out on WC leave does not...
15	12	Sick Time, D	Removed - Note: Unused..."may not be"	Replaced with "are not"
15	13	Sick Time, D	No cash out of sick time or "banked" time...	Added - No cash out of sick time or sick "banked" time.... to clarify against other banked time.
15	18	Sick Time, STD E	Added wording	Added - after the employee has exhausted all sick/sick bank
15	19-20	Sick Time, STD E	Removed "for a non-standard work week" - a current balance of not more than forty (40) hours of annual leave (prorated for a non-standard work week)	...a current balance of not more than forty (40) hours of annual leave prorated.
16	6-10	Sick Time, STD E	Added explanation of how the "making whole" works	
16	40	Sick Time, WC F	Added wording ...employee has exhausted all sick, personal....	Added - "sick/sick bank, personal..."
16	41-42	Sick Time, WC F	Removed "for a non-standard work week" "...of not more than forty (40) hours of annual leave (prorated for non-standard work week).	Changed to "...of not more than forty (40) hours of annual leave, prorated."
18	12-14	Sick Time, I	Added - All sick leave taken must be reported by Department Heads (or designees) to the Finance Department on a bi-weekly basis	All sick leave taken must be reported by Department Heads (or designee) to the Finance Department on a bi-weekly basis and to Human Resources by day 3 of an illness.
18	19	Sick Time, J	Changed. ... when sick leave exceeds five (5) consecutive work days	Changed to: when sick leave exceeds three (3) consecutive work days
18	22	Sick Time, J	Added wording	Added – Exceptions to the standard policy may apply due to cases of non-standard work week.
18	22	Sick Time, J	Removed wording	"In cases of suspected abuse of sick leave, the Town may require a physician's statement for any period of absence due to your own health condition."
18	42	Sick Time, NOTE: Last paragraph in current section after O	Removed Note: "Whenever leave earnings..."	Redundant. Stated at beginning of chapter.

MILITARY LEAVE

As currently stated in EE handbook Pg 4-9/4-10

A. Leave for military or Reserve duty shall be granted to full-time and part-time regular employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you must submit copies of your military orders to your supervisor as soon as it is practicable. During your annual training period of up to a maximum of fifteen (15) days, the Town of Milford shall compensate you only for the difference between your annual training pay from the military and your normal weekly (less payroll deductions) pay from the Town. Such military leave shall not be charged against sick or annual leave.

B. Should an employee desire to return from temporary or extended military service, he/she shall be offered re-employment in his/her former position consistent with applicable State and/or Federal laws.

Proposed Change

MILITARY LEAVE – see Military Leave Policy revised 2019

A. Leave for military or Reserve duty shall be granted to full-time and part-time regular employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you must submit copies of your military orders to your supervisor **upon receipt of notice**. During your annual training period of up to a maximum of fifteen (15) days, the Town of Milford shall compensate you only for the difference between your annual training pay from the military and your normal **bi-weekly** (less payroll deductions) pay from the Town. Such military leave shall not be charged against sick or annual leave.

B. The Town of Milford shall compensate you only for the difference between your annual training gross pay from the military and your normal gross bi-weekly pay from the Town. When the employee receives their reimbursement from the military, the employee should then write a check to the Town for the day(s) they were made whole.

1. **Example – leave with pay:**

- i. The Town will pay the employee for the time they are absent from work up to 15 scheduled work days.
- ii. When the employee receives their payment from the military, they should provide a copy of that payment to Finance.
- iii. Finance/HR will discern what portion of the military payment is relative to missed time and what portion is for ancillary reimbursements (travel, etc)
- iv. The employee will then receive notification from Finance/HR about the amount due and payable to the Town.
- v. Once reimbursement is received, Finance will reconcile the employee's account.

2. **Example - leave without pay**

- i. Should the military gross pay be greater than the Town's gross pay, the employee may opt to take the time off without pay.
- ii. In doing so, the employee may – need to pay the Town for their portion of the deductions that would have occurred through payroll for that period of time, example: the employee may need to apply for service credit through NHRS, may need to issue a check to the Town to cover insurance payments, etc.
- iii. Additionally, there will be no vacation accruals during this time frame.
- iv. Probationary employees – any updates to accruals will stop.

C. **When the** employee returns from temporary or extended military service, he/she shall be offered re-employment in his/her former position consistent with applicable State and/or Federal laws. **See full policy in Policy Section.**

JURY AND WITNESS DUTY LEAVE

As currently stated in EE handbook Page 4-9

A. If you are a full-time or part-time regular employee who is summonsed to jury duty, the Town will continue your salary during your active period of jury duty for up to a maximum of twenty-two (22) working days per calendar year. You will also be permitted to retain the allowance you received from the court for such service; however, said amount shall be deducted from Town salary payments. Proof of summons, attendance, and amounts paid are to be submitted to the Town for payroll verification. If jury duty does not last a full day, the employee is expected - within reason - to return to his/her duty station.

B. All employees are allowed to use vacation time or personal time if summonsed to appear in court or on a court-related activity (e.g., deposition) as a witness for non-Town-related business. If the summons to appear in court or on a court-related activity is for Town-related business, then no charge shall be made to any leave time as this activity shall be deemed to be work time.

C. To qualify for jury or witness duty leave, you must submit a copy of the summons to serve to your supervisor as soon as it is received. In addition, proof of service must be submitted to your supervisor when your period of jury or witness duty is completed. The Town of Milford shall normally make no effort to have your service on a jury postponed except when Town business necessities dictate such action.

Proposed Change

JURY DUTY LEAVE – revised 7.12.19

- A. Jury Duty Leave – pertains to employees who are summoned to serve as a juror in a judicial proceeding. (i.e. juror, jury pool, selection process, etc.).
- B. Leave with pay shall be authorized for jury duty, if selected by a court, when the hours of jury duty conflict with your work schedule. This shall apply to regular full-time (RFT) and regular part-time (RPT) employees who are summoned to jury duty. Employees shall be limited to a maximum of twenty-two (22) working days per calendar year of paid leave for jury duty.
- C. A RFT/RPT employee absent for jury duty is paid the difference between his/her regular pay (for the day/week/etc.) and the payment he/she receives for jury duty. As such, the employee must turn into the Town the payment provided for jury service, excluding mileage, as well as a copy of the check/stub received for service.
- D. To be eligible for leave with pay for jury duty, an employee shall provide the Town with proof of summons, attendance, and amounts paid. A copy of the summons should be given to the employee's supervisor as soon as it is received. Proof of attendance should be furnished as soon as jury duty is completed. The employee shall only be paid for the actual time missed from work while acting in his or her capacity as a juror. If jury duty does not last a full day, the employee is expected - within reason - to return to his/her duty station.

WITNESS LEAVE – revised 7.12.19

- A. Witness Leave – pertains to employees who are summoned as a witness in a judicial proceeding in which the Federal, State or local government is a party.
- B. If an employee is summoned as a witness to appear in court or to a court related activity, such as a deposition, for non-Town-related business, he or she shall be entitled to use vacation time or personal time.
 1. To be eligible to use vacation time or personal time for witness duty leave, an employee must provide the Town with a copy of the summons and attendance. A copy of the summons should be given to the employee's supervisor as soon as it is received. Proof of attendance should be furnished as soon as witness testimony is completed.
 2. If there is no vacation time or personal time available, witness duty leave can be taken without pay. Employees must provide the Town with a copy of the documentation required in item a., above, to affirm this leave was taken for witness leave as opposed to other personal use.
- C. If the summons is related to Town business, the employee shall not be required to use his or her vacation time or personal time as such instances shall be deemed a work-related activity. If the employee has been made whole by the Town, the employee should sign the check over to the Town.



Expenditures

Account	Purpose	Voted Appropriations	Actual Expenditures
General Government			
4130-4139	Executive	\$219,679	\$145,056
4140-4149	Election, Registration, and Vital Statistics	\$173,885	\$161,043
4150-4151	Financial Administration	\$800,960	\$907,248
4152	Revaluation of Property	\$0	\$0
4153	Legal Expense	\$40,000	\$32,989
4155-4159	Personnel Administration	\$2,742,380	\$2,638,437
4191-4193	Planning and Zoning	\$259,813	\$237,326
4194	General Government Buildings	\$404,495	\$413,612
4195	Cemeteries	\$113,385	\$95,387
4196	Insurance	\$169,162	\$163,499
4197	Advertising and Regional Association	\$0	\$0
4199	Other General Government	\$16,148	\$16,006
General Government Subtotal		\$4,939,907	\$4,810,603
Public Safety			
4210-4214	Police	\$2,336,744	\$2,316,673
4215-4219	Ambulance	\$858,510	\$885,030
4220-4229	Fire	\$614,997	\$594,102
4240-4249	Building Inspection	\$141,625	\$113,931
4290-4298	Emergency Management	\$8,100	\$6,593
4299	Other (Including Communications)	\$659,335	\$661,400
Public Safety Subtotal		\$4,619,311	\$4,577,729
Airport/Aviation Center			
4301-4309	Airport Operations	\$0	\$0
Airport/Aviation Center Subtotal		\$0	\$0
Highways and Streets			
4311	Administration	\$166,603	\$167,335
4312	Highways and Streets	\$1,345,738	\$1,401,958
4313	Bridges	\$0	\$0
4316	Street Lighting	\$56,600	\$36,931
4319	Other	\$0	\$0
Highways and Streets Subtotal		\$1,568,941	\$1,606,224
Sanitation			
4321	Administration	\$0	\$0
4323	Solid Waste Collection	\$654,905	\$744,924
4324	Solid Waste Disposal	\$0	\$0
4325	Solid Waste Cleanup	\$0	\$0
4326-4328	Sewage Collection and Disposal	\$0	\$0
4329	Other Sanitation	\$0	\$0
Sanitation Subtotal		\$654,905	\$744,924



Expenditures

Account	Purpose	Voted Appropriations	Actual Expenditures
Water Distribution and Treatment			
4331	Administration	\$0	\$0
4332	Water Services	\$0	\$0
4335	Water Treatment	\$0	\$0
4338-4339	Water Conservation and Other	\$0	\$0
Water Distribution and Treatment Subtotal		\$0	\$0
Electric			
4351-4352	Administration and Generation	\$0	\$0
4353	Purchase Costs	\$0	\$0
4354	Electric Equipment Maintenance	\$0	\$0
4359	Other Electric Costs	\$0	\$0
Electric Subtotal		\$0	\$0
Health			
4411	Administration	\$0	\$0
4414	Pest Control	\$0	\$0
4415-4419	Health Agencies, Hospitals, and Other	\$0	\$0
Health Subtotal		\$0	\$0
Welfare			
4441-4442	Administration and Direct Assistance	\$175,135	\$150,308
4444	Intergovernmental Welfare Payments	\$0	\$0
4445-4449	Vendor Payments and Other	\$70,000	\$70,000
Welfare Subtotal		\$245,135	\$220,308
Culture and Recreation			
4520-4529	Parks and Recreation	\$294,220	\$247,335
4550-4559	Library	\$780,428	\$780,428
4583	Patriotic Purposes	\$15,000	\$25,000
4589	Other Culture and Recreation	\$45,000	\$33,295
Culture and Recreation Subtotal		\$1,134,648	\$1,086,058
Conservation and Development			
4611-4612	Administration and Purchasing of Natural Resources	\$44,092	\$44,092
4619	Other Conservation	\$0	\$0
4631-4632	Redevelopment and Housing	\$0	\$0
4651-4659	Economic Development	\$0	\$0
Conservation and Development Subtotal		\$44,092	\$44,092



Expenditures

Account	Purpose	Voted Appropriations	Actual Expenditures
Debt Service			
4711	Long Term Bonds and Notes - Principal	\$1,006,904	\$693,606
4721	Long Term Bonds and Notes - Interest	\$0	\$141,265
<i>Explanation: - Interest expense is included within the Account Code 4711 budget</i>			
4723	Tax Anticipation Notes - Interest	\$0	\$0
4790-4799	Other Debt Service	\$0	\$0
Debt Service Subtotal		\$1,006,904	\$834,871
Capital Outlay			
4901	Land	\$0	\$0
4902	Machinery, Vehicles, and Equipment	\$32,300	\$199,700
<i>Explanation: - Expenditures pursuant to non-lapsing appropriations</i>			
4903	Buildings	\$3,864,300	\$2,050,546
4909	Improvements Other than Buildings	\$0	\$994
<i>Explanation: - Expenditures pursuant to non-lapsing appropriations</i>			
Capital Outlay Subtotal		\$3,896,600	\$2,251,240
Operating Transfers Out			
4912	To Special Revenue Fund	\$15,000	\$4,106
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	\$2,069,450	\$2,563,225
4914W	To Proprietary Fund - Water	\$1,520,953	\$1,780,564
4915	To Capital Reserve Fund	\$350,000	\$350,000
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
Operating Transfers Out Subtotal		\$3,955,403	\$4,697,895
Payments to Other Governments			
4931	Taxes Assessed for County	\$0	\$1,724,411
4932	Taxes Assessed for Village District	\$0	\$0
4933	Taxes Assessed for Local Education	\$0	\$26,811,924
4934	Taxes Assessed for State Education	\$0	\$3,026,981
4939	Payments to Other Governments	\$0	\$0
Payments to Other Governments Subtotal			\$31,563,316
Total Before Payments to Other Governments		\$22,065,846	\$20,873,944
Plus Payments to Other Governments			\$31,563,316
Plus Commitments to Other Governments from Tax Rate		\$31,563,316	
Less Proprietary/Special Funds		\$7,454,703	\$6,394,335
Total General Fund Expenditures		\$46,174,459	\$46,042,925



New Hampshire
Department of
Revenue Administration

2019
MS-535

Expenditures



Revenues

Account	Source of Revenues	Estimated Revenues	Actual Revenues
Taxes			
3110	Property Taxes	\$0	\$40,183,610
3120	Land Use Change Tax - General Fund	\$110,000	\$135,237
3121	Land Use Change Taxes (Conservation)	\$0	\$0
3180	Resident Tax	\$0	\$0
3185	Yield Tax	\$10,000	\$7,954
3186	Payment in Lieu of Taxes	\$39,128	\$37,771
3187	Excavation Tax	\$1,000	\$1,473
3189	Other Taxes	\$0	\$0
3190	Interest and Penalties on Delinquent Taxes	\$220,000	\$204,678
9991	Inventory Penalties	\$0	\$0
Taxes Subtotal		\$380,128	\$40,570,723
Licenses, Permits, and Fees			
3210	Business Licenses and Permits	\$650	\$150
3220	Motor Vehicle Permit Fees	\$3,020,800	\$3,051,525
3230	Building Permits	\$115,000	\$85,106
3290	Other Licenses, Permits, and Fees	\$150,000	\$130,426
3311-3319	From Federal Government	\$18,000	\$2,146
Licenses, Permits, and Fees Subtotal		\$3,304,450	\$3,269,353
State Sources			
3351	Shared Revenues	\$0	\$0
3352	Meals and Rooms Tax Distribution	\$787,357	\$787,357
3353	Highway Block Grant	\$332,003	\$331,815
3354	Water Pollution Grant	\$0	\$0
3355	Housing and Community Development	\$0	\$0
3356	State and Federal Forest Land Reimbursement	\$1,743	\$1,743
3357	Flood Control Reimbursement	\$0	\$0
3359	Other (Including Railroad Tax)	\$872	\$872
3379	From Other Governments	\$0	\$20,979
State Sources Subtotal		\$1,121,975	\$1,142,766
Charges for Services			
3401-3406	Income from Departments	\$760,000	\$1,101,267
3409	Other Charges	\$0	\$0
Charges for Services Subtotal		\$760,000	\$1,101,267
Miscellaneous Revenues			
3501	Sale of Municipal Property	\$11,000	\$12,195
3502	Interest on Investments	\$70,000	\$102,142
3503-3509	Other	\$265,000	\$345,968
Miscellaneous Revenues Subtotal		\$346,000	\$460,305



Revenues

Account	Source of Revenues	Estimated Revenues	Actual Revenues
Interfund Operating Transfers In			
3912	From Special Revenue Funds	\$38,000	\$31,482
3913	From Capital Projects Funds	\$0	\$0
3914A	From Enterprise Funds: Airport (Offset)	\$0	\$0
3914E	From Enterprise Funds: Electric (Offset)	\$0	\$0
3914O	From Enterprise Funds: Other (Offset)	\$0	\$0
3914S	From Enterprise Funds: Sewer (Offset)	\$2,069,450	\$2,507,483
3914W	From Enterprise Funds: Water (Offset)	\$1,520,953	\$2,035,809
3915	From Capital Reserve Funds	\$0	\$0
3916	From Trust and Fiduciary Funds	\$12,000	\$12,422
3917	From Conservation Funds	\$0	\$0
Interfund Operating Transfers In Subtotal		\$3,640,403	\$4,587,196
Other Financing Sources			
3934	Proceeds from Long Term Bonds and Notes	\$3,864,300	\$0
Other Financing Sources Subtotal		\$3,864,300	\$0
Less Proprietary/Special Funds		\$7,454,703	\$4,543,292
Plus Property Tax Commitment from Tax Rate		\$40,400,183	
Total General Fund Revenues		\$46,362,736	\$46,588,318



Balance Sheet

Account	Description	Starting Balance	Ending Balance
Current Assets			
1010	Cash and Equivalents	\$615,577	\$1,235,205
1030	Investments	\$15,555,952	\$13,592,458
1080	Tax Receivable	\$1,325,002	\$1,244,317
1110	Tax Liens Receivable	\$672,124	\$612,727
	<i>Explanation: - Reported net of allowance for uncollectible receivables of (\$204,306)</i>		
1150	Accounts Receivable	\$150,500	\$119,853
1260	Due from Other Governments	\$0	\$0
1310	Due from Other Funds	\$1,028,367	\$3,635,730
1400	Other Current Assets	\$113,270	\$117,909
1670	Tax Deeded Property (Subject to Resale)	\$0	\$0
	Current Assets Subtotal	\$19,460,792	\$20,558,199
Current Liabilities			
2020	Warrants and Accounts Payable	\$514,386	\$602,747
2030	Compensated Absences Payable	\$37,813	\$31,859
2050	Contracts Payable	\$119,585	\$0
2070	Due to Other Governments	\$8,040	\$36,823
2075	Due to School Districts	\$14,568,549	\$14,759,838
2080	Due to Other Funds	\$0	\$600,422
2220	Deferred Revenue	\$279,536	\$28,499
2230	Notes Payable - Current	\$0	\$0
2270	Other Payable	\$0	\$19,735
	Current Liabilities Subtotal	\$15,527,909	\$16,079,923
Fund Equity			
2440	Non-spendable Fund Balance	\$0	\$117,909
2450	Restricted Fund Balance	\$0	\$0
2460	Committed Fund Balance	\$510,719	\$350,032
2490	Assigned Fund Balance	\$255,903	\$108,990
2530	Unassigned Fund Balance	\$3,166,261	\$3,901,345
	Fund Equity Subtotal	\$3,932,883	\$4,478,276



Tax Commitment

Source	County	Village	Local Education	State Education	Other	Property Tax
MS-535	\$1,724,411	\$0	\$26,811,924	\$3,026,981	\$0	\$40,183,610
Commitment	\$1,724,411	\$0	\$26,811,924	\$3,026,981		\$40,400,183
Difference	\$0	\$0	\$0	\$0		(\$216,573)

General Fund Balance Sheet Reconciliation

Total Revenues	\$46,588,318
Total Expenditures	\$46,042,925
Change	\$545,393
<hr/>	
Ending Fund Equity	\$4,478,276
Beginning Fund Equity	\$3,932,883
Change	\$545,393



Long Term Debt

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	\$1,750,550	\$0	\$110,700	\$1,639,850
Curtis Well (Water)	\$295,000	\$29,500	2.35%	2026	\$250,750	\$0	\$29,500	\$221,250
Dram Cup Tank Rehab (Water)	\$192,710	\$19,066	1.635%	2025	\$137,935	\$0	\$18,759	\$119,176
Elm Street Water Main (Water)	\$758,486	\$40,000	4.0%-4.5%	2026	\$315,000	\$0	\$35,000	\$280,000
Holland Water Tank (Water)	\$1,600,000	\$80,000	4.5%	2025	\$640,000	\$0	\$80,000	\$560,000
Mileslip Rd Land (General)	\$2,300,000	\$120,000	4.5%	2025	\$860,000	\$0	\$120,000	\$740,000
Outfall Disfuser (Sewer)	\$337,395	\$15,000	4.0%-5.0%	2026	\$135,000	\$0	\$15,000	\$120,000
Police Station (General)	\$2,950,260	\$150,000	3.7%-4.5%	2024	\$1,050,000	\$0	\$150,000	\$900,000
Sanitary Sewer Rehab (Sewer)	\$270,000	\$27,000	2.35%	2026	\$229,500	\$0	\$27,000	\$202,500
Septage Facility (Sewer)	\$1,199,690	\$30,278	2.72%	2032	\$454,164	\$0	\$30,278	\$423,886
Union St Water Main (Water)	\$132,809	\$13,281	2.35%	2026	\$112,888	\$0	\$13,281	\$99,607
West Elm St Water Main (Water)	\$792,000	\$79,200	2.35%	2026	\$673,200	\$0	\$79,200	\$594,000
	\$13,042,350				\$6,608,987	\$0	\$708,718	\$5,900,269

Workers' Compensation Program

Contribution Assurance Program (CAP) Agreement

THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT

PLEASE READ CAREFULLY

Primex³ is offering members in our **Workers' Compensation Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees, with limited exception⁵, that your annual contribution increase will not exceed eight percent (8%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Workers' Compensation Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

CY 2020 January 1, 2020 through December 31, 2020

(maximum 8% increase over January 1, 2019 through December 31, 2019 contribution)

CY 2021 January 1, 2021 through December 31, 2021

(maximum 8% increase over January 1, 2020 through December 31, 2020 contribution)

CY 2022 January 1, 2022 through December 31, 2022

(maximum 8% increase over January 1, 2021 through December 31, 2021 contribution)

By signing this Agreement, the **Town of Milford** agrees to extend its risk pool membership and participation in the Primex³ **Workers' Compensation Program** for three coverage period years, through **December 31, 2022**. The **Town of Milford** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

¹ CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex³ from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex³ in fairness will provide members advance notice and the option of terminating the CAP Agreement.

The **Town of Milford** agrees that the eight percent (8%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Milford** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **Town of Milford** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Workers' Compensation Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the **Town of Milford** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **Town of Milford** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **Town of Milford** by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **Town of Milford**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **Town of Milford** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Milford** with legal authority to contractually bind the **Town of Milford** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Workers' Compensation Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

Town of Milford
August 16, 2019
WC-2022-08-3

RESOLUTION TO ENTER PRIMEX³
Workers' Compensation Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Workers' Compensation Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Workers' Compensation Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Milford** adopted on _____.

Board: _____

Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

Property & Liability Program

Contribution Assurance Program (CAP) Agreement

THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT

PLEASE READ CAREFULLY

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees, with limited exception⁵ that your annual contribution increase will not exceed five percent (5%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2021 July 1, 2020 through June 30, 2021

(maximum 5% increase over July 1, 2019 through June 30, 2020 contribution)

FY 2022 July 1, 2021 through June 30, 2022

(maximum 5% increase over July 1, 2020 through June 30, 2021 contribution)

FY 2023 July 1, 2022 through June 30, 2023

(maximum 5% increase over July 1, 2021 through June 30, 2022 contribution)

By signing this Agreement, the **Town of Milford** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for three coverage period years, through **June 30, 2023**. The **Town of Milford** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

¹ CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex³ from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex³ in fairness will provide members advance notice and the option of terminating the CAP Agreement.

The **Town of Milford** agrees that the five percent (5%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Milford** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **Town of Milford** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the **Town of Milford** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **Town of Milford** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **Town of Milford** by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **Town of Milford** however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **Town of Milford** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Milford** with legal authority to contractually bind the **Town of Milford** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

Town of Milford
August 16, 2019
PL-2023-05-3

RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Milford** adopted on _____.

Board: _____

Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

4. a) 3) Request for Acceptance and Appropriation of Unanticipated Revenues Under \$10,000 (31:95(b)).

Board of Selectmen
Agenda Date: 10/14/19

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

Source	Amount	Purpose
Milford Trustees of the Trust Funds	\$ 491.81	Donation for the Cemetery Upkeep Special Purpose Fund. This is the remaining monies from two Eagle Scout projects regarding grave mapping. See attached memo from the Trustees of the Trust Funds.
State of NH Grant - under the Homeland Security Grant Program	\$ 1,202.75	Funding through the Division of Fire Standards & Training & EMS for Ambulance Employees to attend the EMS Warm Zone Exercise on 8/17/19.
State of NH Grant - under the Homeland Security Grant Program	\$ 764.50	Funding through the Division of Fire Standards & Training & EMS for three Police Officers to attend the EMS Warm Zone And Operations Training on 8/17/19.
Rachel McCombs	\$ 500.00	Donation for the Recreation Bus Special Purpose Fund. See attached memo from the Recreation Director.
Crystal Hiney	\$ 20.00	Donation for the Recreation Bus Special Purpose Fund. See attached memo from the Recreation Director.

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

None at this time.



Town of Milford

TRUSTEES OF THE TRUST FUNDS

October 3, 2019

Town of Milford
Board of Selectmen

Dear Board of Selectmen,

The Milford Trustees of the Trust Funds deposited \$491.81 to the RTI Expendable Trust in error. This money was raised to complete two Eagle Scout Projects having to do with cemeteries, ie: grave mapping. The remaining monies should have been given to the Town of Milford for cemetery upkeep.

Sincerely,

Tina M. Philbrick

Tina M. Philbrick
Milford NH Trustee of the Trust Funds
tphilbrick@milford.nh.gov
603-249-0600

MEMORANDUM

TO: KATHY TOWNSEND, FINANCE
FROM: ARENE BERRY, RECREATION DIRECTOR
SUBJECT: FUNDS ACCEPTANCE
DATE: 10/7/19
NOTE: RECREATION BUS



Please deposit the following donations for the purchase of a Recreational Bus into account #48940-470820.

Rachel McCombs	\$500	check 6019
Crystal Hiney	\$20	cash

Thank you,

Arene Berry
Recreation Director
Town of Milford
1 Union Square
Milford, NH 03055-4240
603/249-0625 phone
603/673-2273 fax
aberry@milford.nh.gov

Town Status Report – October 14, 2019

Community Development updates on Downtown Improvement Projects (earmark funds) and Congestion Mitigation and Air Quality (CMAQ) Projects – The Downtown Improvement Projects have been around for some time. Community Development has been working with NH DOT to move the next phase forward. We also have good news on the recently submitted CMAQ Projects. Director Lincoln Daley has updates on these important projects for Milford.

Update on the 2013-A Ambulance – We have some serious engine trouble with the 3A ambulance and I asked Director Eric Shelberg to bring the information to the board.

State Municipal Aid Update – Last week Governor Sununu visited Milford along with many of our State Congressional delegates to award our share of the \$40 million of budgeted unrestricted state aid to municipalities. Milford will receive \$378,645 over the next two years. The first 50% payment will be deposited this week. It is considered unanticipated revenue for this year. The second payment is due next year and will be included in our revenue budget. We expect additional information from the Department of Revenue Administration about the classification and use of this municipal aid this week. Milford schools received approximately \$2.1 million in additional education funding.

5. a) Community Development Updates on Downtown Improvement (earmark funds), Projects and Congestion Mediation and Air Quality (CMAQ) Program.



TOWN OF MILFORD, NH
OFFICE OF COMMUNITY DEVELOPMENT

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

Date: October 9, 2019
To: Board of Selectmen
Mark Bender, Town Administrator
From: Lincoln Daley, Community Development Director
Subject: Transportation Projects Update

The purpose of this memorandum is to provide Board Members with a status update on the Milford Downtown Pedestrian and Traffic Improvements Project, the 2019 Congestion Mitigation Air Quality Program applications, and downtown construction projects.

Downtown Pedestrian & Traffic Improvements Project

1. South Street Pedestrian/Street Improvement Project:
 - Project included installation of roadway and pedestrian improvements and the relocation of above ground utilities underground.
 - The project completed in 2018.
2. Nashua Street / Oval Improvements:
 - Listed in the NHDOT 2021-2030 Draft Ten Year Plan Governor's Advisory Commission on Intermodal Transportation (GACIT) for construction in 2021.
 - Total appropriated funds \$835,461.
 - Improvements will focus on pedestrian sidewalk and vehicular improvements on either:
 - Nashua Street – Between Clinton Street and Tonella Road
 - Downtown Oval
 - Project advertised twice in 2019 to solicit prospective consultants.
 - Two Request For Qualifications (RFQ) proposals submitted and reviewed.
 - RFQ process and preferred consultant under review by NHDOT.
 - Next steps:
 - Negotiation of the project scope and fee with preferred consultant (2019)
 - Community outreach for public input (2019-2020)
 - Engineering & Final Design (2020)
 - Project Construction (Early 2021)

2019 Congestion Mitigation Air Quality Program (Reimbursement Program)

1. Nashua Street Pedestrian Sidewalk Improvement Project:
 - Construction of 3,500 linear feet of sidewalk on the north and south sides of Nashua Street from Cahill Place (Senior Housing) to Lorden's Plaza.
 - Project scope estimate \$750,000
 - 80%/20% - Town responsible for \$150,500 of the total cost.
2. Osgood Road, Melendy Road, and Armory Road Sidewalk and Bicycle Lane Project:
 - Construction of 4,000 linear feet of an asphalt sidewalk with granite curbing, adjacent striped bicycle lane, and pedestrian path beginning from the intersection of West Street / Osgood Road traveling southward to Armory Road and then to the Granite Rail Trail.
 - Project scope estimate \$763,000
 - 80%/20% - Town responsible for \$152,600 of the total cost.
3. Funding for Milford CMAQ Projects:
 - NHDOT / Nashua Regional Planning Commission have indicated that all eligible CMAQ projects would most likely be funded. Both Milford projects meet the criteria for the program and are eligible.
 - The Town would be required to gross appropriate the total amounts for each project and then be reimburse for work completed.
 - Submission of warrant articles requesting the gross appropriation have yet be determined.

Keyes Memorial Park - East Entrance Stage Project

- The reconstructed stage and park are located on the former Fletcher Paint Superfund site.
- Repurposed granite to construct the stage is from a stone shed structure used as part of Milford Tonella King Quarry.
- The stone material was donated by the property owners, the DeMontigny Family.
- All materials, equipment, and labor have been donated to the Town.
- Stage to be used by the Town and public for programs, performances, and events.
- Official opening early Spring 2020.

MEMORANDUM



To: Board of Selectmen

CC: Mark Bender, Town Administrator

From: Eric Schelberg, Director

Date: October 10, 2019

Subject: Ambulance Engine Replacement

This memorandum serves to request the Board to approve the expenditure of \$9,638.15 pursuant to Town of Milford Board of Selectmen Policy No. 2001-01: Policy on Purchasing and Procurement.

The above expenditure is a non-budgeted expense that was competitively bid with three bids obtained.

Background: On September 25, 2019, the 2013-A (3A) ambulance experienced a catastrophic engine failure - the #9 spark plug was explosively discharged from the engine while driving – refer to attached photo of damaged spark coil. This is the second occurrence with this cylinder. The damage incurred cannot be repaired as was done on the previous occasion. Additionally, borescope inspection revealed scoring of the cylinder wall.

Options to correct this situation include replacing the right manifold at an estimated cost of \$5,188.62, or replace the engine with a remanufactured engine at a cost in the range of \$9,700.

With the known damage to the cylinder head and wall, consultation with individuals experienced with engines all recommend engine replacement versus manifold repair. I concur with this recommendation as the ambulance is scheduled to remain in service for another 4-years – 1-year in front line service and 3-years in a back-up role.

There are two reasons not supporting replacing the manifold head, first, the extent of internal damage to other engine components is unknown and two, the cylinder wall scoring will lead to excessive oil use.

The four engine replacement estimated quotes are as follows:

1. Gurneys Automotive: \$9,638.15
 - a. Remanufactured Jasper engine with 3-year/100,000 mile warranty
2. Townsend Ford: \$9,710.45
 - a. Remanufactured Ford engine with 3-year/unlimited mileage warranty
3. Hillsboro Ford: \$9,546 new engine or \$8,310 remanufactured engine
 - a. Both options have a 3-year/unlimited mileage warranty
4. Grappone Ford Truck Center (Concord NH): no reply to request.

The quotes note they are estimates as there may be additional miscellaneous parts needed to complete the replacement.

My recommendation is to replace the engine with a remanufactured engine through Gurneys Automotive in the amount estimated at \$9,638.15.

Currently, as an in town vendor who Gurneys performs all vehicle maintenance for department vehicles and the 3A ambulance is at their shop. If another shop is used, a towing expense will be incurred.

Please contact me with any questions you may have concerning this request.

Thank you in advance for your attention to this request.



DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

September 23, 2019

PRESENT: Gary Daniels, Chairman
 Paul Dargie, Vice Chairman
 Mike Putnam, Member
 Laura Dudziak, Member
 Chris Labonte, Member

Mark Bender, Town Administrator
 Tina Philbrick, Recording Secretary
 Tyler Berry, Videographer

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

INSTRUCTIONS: Chairman Daniels called the public meeting to order at 5:30 p.m., introduced Board members and then led the audience in the Pledge of Allegiance. Chairman Daniels indicated that those people in the audience who want to speak or add to the discussion should please use a microphone in order to be heard on the PEG Access live broadcast.

2. APPOINTMENTS: (Approximate times)**5:30 p.m. – Appointment of Library Trustee Alternate – Gloria Schooley**

In summary, Gloria recently retired from teaching (35 years) most of which have been with the Milford School District. She is pleased to be considered for the position of Library Trustee Alternate. Reading has always been a very important part of her life both personally and professionally. She believes the library is a very important part of any community. She would be very happy to serve in this role as Library Trustee Alternate and hope to be part of the future of the Wadleigh Memorial Library.

Selectman Putnam made a motion to approve Gloria Schooley as an alternate Library Trustee. Seconded by Selectman Dudziak. All were in favor. The motion passed 5/0.

5:35 p.m. – Alden’s Lane – Food Cart Business – Traci Lane

In summary: Traci and her partner have a food trailer business that offers clean, healthy, allergy friendly food. They are asking that the Board consider permitting them to set up at town sporting events to offer snacks, hydration, and healthy food options to athletes, spectators, and families. They are very excited about this possibility as a way to serve our community. They would like to offer 10% of their proceeds to the Milford Town teams and organizations. They won’t be competing with any parent driven concessions. They would also like to setup at special events like parades with focus on the area parks. They would like to go to places like Keyes Field during special events. MCAA has already given them a spot in their parking lot to setup. They buy our products locally from trusted business in the area that use sustainable practices and have allergy friendly ingredients. Some of their providers are: Trombley Farms, Granite State Fruit Company, Union Coffee, Lulls Farm. They have also thought about mornings at the new DMV and trailheads.

Chairman Daniels asked how they would work it out at Keyes Fields where they have a concession stand. Traci said she spoke with people in the community who said the concession stand isn’t open often. They would be setting up mostly for the Milford school games. They’ve been well received.

Administrator Bender asked if Traci spoke with the Recreation Commission. Traci said the Athletic Director spoke with her. She wanted him to finish that talk so it wouldn’t seem like she was going over his head. They would like a calendar of all events so if someone wants concessions, they will be there. Chairman Daniels said they don’t currently have a policy regarding food vendor, but it’s being looked into.

Selectman Putnam made a motion to approve for Alden’s Lane to pursue their goal. Seconded by Selectman Dudziak. All were in favor. The motion passed 5/0.

5:45 p.m. – Town Clerk Discussion – Joan Dargie

In summary: The Town Clerk would like to hire a full-time employee this year. She has had 4 part-time employees and lost three to full-time jobs with benefits. They are at the level where two clerks are needed at all times to handle the workload. She provided data of how many transactions per day, week and year that they are handling. This doesn’t include babies, marriages, and civil forfeitures for dogs, collection calls, elections and voter registrations, which they’ve seen a major increase in. Next year there are four elections and they will need to cover many hours. They have money in the budget to cover this position until the end of the year and then will put it in the budget for next year. The full-time person can also be a floater helping other departments in need of coverage. Hiring part-time employees cost money for training which takes two months. Hiring another full-time person would also be a benefit to other departments as they could act as a floater to fill in during vacations etc. for other employees. Without another full-time person in, she may have to close one day a week.

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 9/23/2019

63 Selectman Labonte asked if she would be getting rid of part-time help to create a full-time position. Joan said the only
64 part-time person she currently has was only hired as a one day a week part-time person. The hours she has budgeted for
65 part-time help is 20 hours for one person, 8 hours for one person and 24 hours for the third person. If she hires a full-
66 time position 44 hours of part-time will go away. Selectman Labonte asked what would be the increase in budget for the
67 full-time person. Joan said she has \$34,900 in the budget and it would mean an additional \$2,700. Removing the part-
68 time person would add \$37,400 to the full-time budget and then it would be \$7,500 in the part-time budget plus the ben-
69 efits on the full-time person. Administrator Bender said it would be roughly another \$14,000 in payroll taxes and bene-
70 fits depending on which plan the employee takes.

71
72 Selectman Labonte asked if this was approved for this year, would it fall in the default budget going forward. Chairman
73 Daniels said yes. Selectman Labonte asked if she could wait until March. Joan said she would have to hire two part-
74 time people and train them for two months. She doesn't know if anyone would only want to stay temporary. The mar-
75 ket is good now, people are getting jobs with benefits and it will be hard to hire part-time. She doesn't want to waste the
76 money to train someone and they get another offer and leave.

77
78 Selectman Putnam asked about the effect on services, if you had to shut down on hours. Joan said no but there are long
79 lines. Chairman Daniels said he doesn't like hiring people off budget. Joan said there are four elections next year start-
80 ing in February and they will need to cover many hours. Time to get ready for it starts this year. She already has 15
81 registered voters waiting to be processed. She has enough for a full-time person to the end of this year. She repeated
82 that she will have to close a day. She is also a bill collector and has to call with people bounce checks. She still has 600
83 dogs not registered and she is behind on civil forfeitures letters. We don't just register vehicles. In addition, the deputy
84 clerk still has three weeks' vacation she wants to use this year, which will leave me with no one to cover her hours.

85
86 Selectman Dudziak is in support of hiring another full-time person now. Selectman Labonte agrees with Chairman Dan-
87 iels about not hiring someone off budget. Joan said she could add it now and put it in the budget for next year and if it
88 doesn't get voted for, she can keep the full-time person until March. Selectman Putnam asked if you can hire experi-
89 enced full-time help. Administrator Bender said that wouldn't be a problem, part-time is difficult. It would take six
90 weeks to get someone trained after they were hired. He gives his support for hiring a full-time person, he sees the need.
91 He also likes the idea of a person in the Town Clerks office helping in other departments as needed.

92
93 Selectman Putnam made a motion to hire a full-time person in the Town Clerks office. Seconded by Selectman Dudzi-
94 ak. The motion failed 2/2/1 with Chairman Daniels and Selectman Labonte not in favor, Selectman Dargie abstained.

95
96 Chairman Daniels asked if HR could write up a job description for a floater and bring this back at the next meeting.
97 Selectman Labonte said overtime savings may be a deciding factor. Selectman Putnam also asked Joan to provide the
98 amount we would waste in training. Joan said she will be closing on either Wednesdays or Thursdays due to this vote.

99

100 **6:00p.m. – Solar Lease, (Posted on the town website) – Mike Caplan and Dominic LeBel**

101 **In summary: A proposed 16-Megawatt photovoltaic solar energy generating facility.**

- 102 • To be developed on a mix of public and private land. They only anticipating using roughly 30 of the 120 acres
- 103 of the Towns land.
- 104 • 75% of the public land would continue to be controlled by the Town during the lease.
- 105 • Would avoid approximately 476,000 tons of CO2 emissions; equivalent to planting approximately 1,620 acres
- 106 of trees.
- 107 • Supported by Milford voters at Town Meeting Day 2019 Town would control permitting process
- 108 • Would provide direct economic benefits to the Town:
- 109 • Lease payments: ~\$3.5 million (years 1-25) and ~\$6.3 million with renewals.
- 110 • Property tax or PILOT: opportunity for revenue certainty to Town.
- 111 • The Town and appropriate boards will continue to have control of the development process.
- 112 • Option Period: Up to four years
- 113 • Payments: initial option fee of \$2,500 option fee at signing and \$2,000 extension fee prior to year four
- 114 • Legal stipend of \$5,000
- 115 • Reporting: Quarterly written updates of development progress to the Town although it may be more frequent
- 116 because so many of the steps are dependent on the Towns review and approval of the project.

117 **Principal Actions by Milford Spartan Solar – all costs paid by project**

- 118 • Apply for connection to electric grid
- 119 • Perform additional studies to support permit applications
- 120 • Apply for necessary permits and meet with appropriate Town boards and officials

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 9/23/2019

- 121 • There have already been vernal pool reports done.
- 122 • Zoning: Appropriate use, or variance if required
- 123 • Planning: Site plan approval
- 124 • Conservation Commission: Work closely to mitigate impacts and maximize project benefits
- 125 • Propose / negotiate PILOT with Town
- 126 • Project begins to pay rent.
- 127 • Initial rent during the construction period will be \$59,000.
- 128 • Project would be built safely. Construction shall be designed and built to meet the standards of municipal, state
- 129 and other relevant codes and requirements.
- 130 • Impacts on the community from construction will be minimized. Construction Term activities regarding road
- 131 maintenance, road bonds, and other considerations to be addressed with Planning Board during Site Plan Re-
- 132 view
- 133 • Removal costs for the project will be funded by the Project via removal bond.
- 134 • Decommissioning security to be in place prior to end of the Construction Term.

135 **Operations:**

- 136 • Primary Term of 25 years, with three 5-year extensions (up to 40 years in total).
- 137 • Annual rent starting at \$119,620 increasing to \$191,392 per year paid in quarterly installments.
- 138 • Security, maintenance, and associated costs of the Solar Farm to be the responsibility of Tenant.
- 139 • Additional operating requirements for the project will be included in the permit which would only be awarded
- 140 with Town approval.

141 **Decommissioning:**

- 142 • Removal security for the project reviewed and updated every five years.
- 143 • Milford Spartan Solar would remove equipment and reseed/replace vegetation at the end of the Project's life.
- 144 • Up to 12 months to complete
- 145 • Followed by up to three years of reseedling

146
147 Selectman Dargie asked for clarification on the 75% of the public land that would continue to be controlled by the
148 Town during the lease. Mike said they would only be using approximately 30 acres of the 120 acres and will have no
149 interest in the remaining 90 acres so the town will be able to determine how they are used. Rent will be paid on all 120
150 acres as part of the lease. Once the land to be used for the project is defined, and then the rest of the land we no longer
151 have rights to so it goes back to the town. Selectman Labonte asked if this changes the per acre price. Mark said we
152 went with paying rent on a flat dollar amount rather than making it a per acre amount. The town knows what the rent is
153 whether we use the whole 120 or less.

154
155 Selectman Dargie clarified that the fenced in area will be defined and you don't care what happens to the rest of the
156 acres. Mark said yes. Dominic said it will be finalized via survey. Selectman Dargie said we could use the remaining
157 acres for recreational purposes or whatever we deem appropriate. Mark said yes, they will need the fenced in area and
158 the access road only.

159
160 Selectman Labonte said when you lease the land you are obligated to either paying real property taxes or a PILOT so
161 automatically the town will go back to knowing that we will not be collecting off the remaining 90 acres. Mark said the
162 project size was going to be within a narrow band either way. The property tax or PILOT payment was going to be
163 more a function of the project size. We are still looking at being close to 16 megawatts, the PILOT or property tax
164 should end up being roughly the same to the town, just not on the same acres.

165
166 Selectman Labonte said he's heard nothing as far as talks about what potentially the PILOT will be. He assumes that by
167 taking 90 acres out you are taking a big chunk of value away from the project. Administrator Bender said you have to
168 look at the PILOT based on the 16 megawatts in its entirety whether it's on public property or private property. The
169 PILOT will still be in place for the entire project. Selectman Labonte understands the solar part, just not the land part.
170 Mark said it's up to the town how the rest of the land is used. Selectman Labonte said there is a value number that has
171 changed by not using the whole 120 acres. Administrator Bender said no. Selectman Dargie said they shifted part of it
172 to private property; the amount of money that is spent on equipment is going to be the same. Either the PILOT or regu-
173 lar taxes would be the same; just some of it's on private property. Selectman Labonte said the land value taxes would
174 be less. Selectman Dargie said they are not paying that. Mark said the land value is the value of the project. Selectman
175 Labonte said there is an actual value listed on the tax card for that property today. Mark said that value is attributed to
176 how it's being used and that percent can continue to be used the way it's being used now. Selectman Labonte is still
177 confused.

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 9/23/2019

178 Administrator Bender said the rest of the property is still industrial and commercial property that will still be available
179 for future development. Selectman Dargie asked if any other PILOTS have been negotiated within New Hampshire.
180 Mark said they haven't been released yet. He can provide the Board with a form later this week to start getting your
181 thoughts on a PILOT.

182
183 Selectman Labonte said he spoke with Dominic earlier this year he mentioned that if you had a \$20,000,000 project and
184 the land is worth \$2,000,000, that gives you a full project at a \$22,000,000 dollar value. Mark said the PILOTS are set
185 up as a certain amount of dollar per year per megawatt which would be a fixed payment with some set escalation over
186 the term of the PILOT. They can provide some additional information about the different numbers that they've seen.
187 Selectman Labonte said by knowing where the PILOT will potentially go may answer more of his questions.

188
189 Administrator Bender said this will be done in two stages; tonight we are discussing the lease and hopefully Board ap-
190 proval on the lease and then we will be back to talk about the PILOT. The PILOT revenue is going to be lower than we
191 originally thought because the project is smaller. It started as a 20 megawatt project and now it's down to 16 mega-
192 watts. This will have a small impact on the PILOT. The lease hasn't changed, and the lease revenue to the Town hasn't
193 changed even though the project has changed significantly in the use of Town property from the 119 acres to about 30
194 acres.

195
196 Chairman Daniels asked Dominic if there was any way that the power generated could be targeted to the local commu-
197 nities. Mark said there are a few ways to keep the power locally. If Milford or another community in the area is partic-
198 ipating in a Municipal aggregation program we are open to selling power to one of those programs. To the extent that
199 the net metering program evolves over time, we may be able to sell locally through that. We've already begun reaching
200 out to some commercial and industrial buyers of power in New Hampshire as well and have received interest from
201 them. We are open to taking the time to work with you to find the right one.

202
203 Administrator Bender said this year the legislator worked on the authority to give municipalities the ability to aggregate
204 power for residents. It will take a few years to work out but by the time it's in place, hopefully we will have a higher
205 net metering cap and better abilities to aggregate for the town residents and make it a possibility to use the renewable
206 power.

207
208 Selectman Labonte asked when the construction will start and end. Mark said no earlier than 2021 and the act of con-
209 struction will be about three to five months depending on the time of year. Another variable is if we are in the Fall but
210 can't finish until Spring. Selectman Labonte clarified that during construction there will be no generation of power.
211 Mark said correct, but at the very end there is a phase that they are testing, so there may be some test power, not a mate-
212 rial amount.

213
214 Selectman Labonte asked if the indemnification clause was figured out in 32B. Administrator Bender said yes and there
215 is a modification in the lease to handle it. All attorneys are in agreement. Selectman Labonte asked if it would cost us
216 anything. Administrator Bender replied no. Attorney Drescher said it was already covered.

217
218 Selectman Labonte said before he signs anything he wants more information on the PILOT. Administrator Bender re-
219 peated that this will be done in two stages; vote on the lease tonight and if we don't get to an agreement on the PILOT,
220 he thinks we won't have a deal. Attorney Drescher said the Board isn't obliged under the statue or the agreement to en-
221 ter into a PILOT just to discuss it and possibly to arrive to an agreement. If no agreement is agreed upon then taxes
222 would be chargeable to the tenant. This would also give the tenant the ability to place unused land in current use.

223
224 Selectman Labonte is still confused as to what would change if they didn't get an approval tonight. Chairman Daniels
225 asked Mark how long they've been in agreement with the town that they are currently doing a PILOT with. Mark said
226 it's typically done in two phases, a lease then a PILOT is negotiated he really can't get into it too much tonight because
227 of negotiations. Selectman Labonte said in the beginning of the lease, the \$2,500 part you would be paying taxes. Mark
228 said the lease begins when the option is exercised. During the option period we are getting permits and the rights to
229 connect to the grid, during that phase we are not yet leasing the land. It starts once the town approves the permit and the
230 right to connect to the grid has been approved.

231
232 Attorney Drescher said if they control the property completely so that they can exclude us or the public, under the RSA
233 72:23 they would be responsible for the taxes. If all they are doing is occasionally going out there with everyone else
234 still entitled to use the property, that wouldn't be an issue. He also reminded that the project approval itself will have to
235 go through Zoning Board of Adjustments and the Planning Board, in addition to approval from the Selectmen for a
236 permit for the use of the Class VI road.

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237 Selectman Labonte referred to the lease agreement section 1 a), Landlord hereby grants tenant the exclusive and irrevocable right, does that mean taking the whole land themselves. Attorney Drescher said yes, once the option is exercised, 238 with that language, they can exclude anyone from the property then they will own the taxes. There is also another RSA 239 that allows the Board to give them a PILOT in lieu of taxes.

240
241
242 Mark said once the project begins construction, that is when the taxes begin. Selectman Labonte said if we sign this 243 tonight, and a tax bill was sent out tomorrow, you guys would get a bill. Mark said that would be highly unusual. Once 244 a project commences construction, an option has been exercised, that is when the taxes begin. The option exercise is 245 after the diligence period when we get approval from Zoning, Planning, permits and all the other steps. Attorney 246 Drescher repeated once they have exclusive control there will be taxes. The assessment will reflect property that hasn't 247 been developed until there is construction of something on it.

248
249 Selectman Labonte is still confused. When a landowner typically puts their land in current use, when they pull it out, 250 they pay 10% of the current value penalty for taking it out. If you don't own the land and you put it in current use, do 251 you still pay the penalty when you take it out? Attorney Drescher said if the lease and option agreement says that they 252 have exclusive control over it, the law says they have to pay the applicable taxes unless they enter into a PILOT. He 253 doesn't imagine that the taxes are very much in view of the fact that it's undeveloped property.

254
255 Administrator Bender thanked all the attorneys for their assistance and contributions as well as the Solar team. We add- 256 ed things from the original letter of intent to include the additional year and the \$5,000 legal stipend. The studies, sur- 257 veys and other documentation about wetlands will be given to the town in the event that the project isn't built. The con- 258 struction term wasn't part of the LOI, we added it in and it's 50% of the first annual 5 year installment period. We also 259 changed the decommissioning security. We also worked on the indemnity clauses.

260
261 Attorney Drescher said the document length is driven in large measure by the likelihood that they will mortgage this to 262 a bank. Mark said correct. Attorney Drescher asked if they would be the owner that builds this. Mark said it would be a 263 large owner operator that would build it and they would have ongoing minority participation.

264
265 Administrator Bender said we worked hard on the lease and there was give and take on both sides. He is confident that 266 they will get a PILOT in place that benefits the Town of Milford. Selectman Labonte if there is a time limit to switch to 267 construction after Planning and Zoning approval from the \$2,500 phase. Selectman Dargie said it's up to them when 268 they want to declare when construction starts. Dominic said they would want to start as soon as they can.

269
270 **At this time, comments were taken from the public, actual questions will be separated by bullets. .**

271
272 Audrey Fraizer, Milford resident and Conservation member questions:

- 273 • Do they know how much of the 90 acres not being used is wetlands. Mark referred her to the map that shows 274 most of the northwest portions to not be wetlands.
- 275 • Is the 16 megawatt was just for the town lands or does it include the private land as well. Mark said it's for the 276 whole project including private lands.
- 277 • She thought you needed 40 acres for 16 megawatts. Mark said the current plan in place has them using 65 to 278 70 total acres.
- 279 • She stated that it's good that over 40 years you can save that much CO2 emissions. By clearing the property, 280 you will be increasing Milford's CO2 emissions. Do you know where you will be planning to plant trees when 281 this is complete? Mark said they would be happy to sit and talk with what every group is interested to see if 282 there is a balance of expectations that they can meet. Dominic said they were already planning to meet with 283 Conservation when needed.
- 284 • When would the trees be cut. Mark said it will be cut during construction.
- 285 • How far outside the fenced in area would the trees need to be maintained so they don't create shade. Mark said 286 the fencing will include the buffer inside the fence.
- 287 • She clarified that the graphs for revenue for the town doesn't include the first 5 years? Mark said it doesn't in- 288 clude the construction period, just the operating phase. Dominic said there would be addition revenue during 289 the construction period, PILOT and other things like that.
- 290 • Could this be a potentially be a 44 year project. Mark said no, it was expected to be an up to 40 year project. 291 The initial four years as he stated earlier includes the diligence and studies as well as the construction period. 292 The construction period is expected to be less than one year. Dominic said the graph shows the primary and re- 293 newal terms of the project.
- 294 • Would the decommissioning get into detail about the seeding and things? Mark said yes.

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Rodny Richie, Milford resident’s questions:

- Has there been a discussion by the Board at the MSRP level? If you only need 30 acres, why don’t you just buy it? Mark said they typically prefer to buy the land instead of lease it. This process began in the context of the whole 120 acres. As we found ways to move the project away from the town lands it was a balance of expectations in the beginning and where we ended up and this was the compromise of where we ended up. He didn’t feel that there was any interest in the town regarding the sale of just the 30 acres. This was a way to meet the revenue requirements that we spoke about in the beginning while reducing the footprint on the town land and maintaining a greater ability for the town to use the remaining parcel as it saw fit.

Selectman Labonte said he didn’t find out until last week that the numbers had changed on the acreage. He also didn’t know we were coming here for an approval. He thinks the citizens need to be involved in this. The voters voted to approve it and it’s the Selectman’s job to act in the best interest of the voters.

- Rodny asked if 16,000 kilowatts x 24 hours is 350,000 kilowatt hour, what is the retail value per day and how much do you get. Mark said 24 hours doesn’t relate to solar and you don’t get a retail value per day. If we were selling the project into the market, your bill is based on generation, and other things, this project relates to that generation portion of the bill, none of the revenue comes into the project. What we get hasn’t been set yet.

Administrator Bender asked Rodny how much he pays for kilowatt hour. Rodny said the average for New Hampshire is 20 cents. Administrator Bender said if we were able to work with them and aggregate this for Town residents for a price lower than 20 cents it would be a benefit to the residents.

- The figures are strange like \$119,510, why not \$120,000. Dominic said the payment was originally based on a per acre basis and it was 119.62 acres. We flattened the payments so that it was as though we were still leasing the entirety of the acres.
- He doesn’t see the payment increase matching inflation 25 years from now. Mark said the initial lease rate is typically far higher than what the land would be leased for, for alternative uses. It’s starting at a higher beginning point and over time it may catch up. A big part of these projects is trying to create as much certainty which is how they get built.

Scott Kimball, Milford resident referenced a project built in Minneapolis and their public utility commission estimated the equivalent taxes received from the solar farm was about 5% to 12% than other types of development.

- Are we selling for short money for the use of the land? Chairman Daniels said the moment we get the first payment will be more than we’ve got in the past 20 years off of that property.
- Jobs were one of the big things in the BROX master plan; solar isn’t bringing in any jobs, it just provides us rent. We are stuck with this and we don’t get to use it for anything else. Does it impede any other development around it? Administrator Bender referred him to the map on display; the acres used for the solar project are at the back end of the town owned land. The front part of the project closer to Perry Road and the service road are still available for commercial and industrial development. The \$3,500,000 and the \$6,300,000 is only on 30 acres.

Suzanne Fournier, Milford resident’s questions:

- Feels there should be more public discussion.
- She would like them to wait for a Supreme Court decision on a case before going forward.
- Review of endangered species don’t show up in anything she has read. Mark said it was part of the permitting process and there will be on site studies which will be to extent that there will be a monitor on site to make sure the species are not affected. It’s a normal part of the development process.
- She referenced a dead spotted turtle on the private land. Chairman Daniels asked Suzanne to put her comments in the form of questions as opposed to narratives. The purpose of this is to ask questions about the lease.
- She wants the Board to wait for reports from the New Hampshire Fish and Game and wild life studies that will take another year or two. Chairman Daniels said the voters voted this year to give the Board the authority to enter into an agreement. Suzanne said they didn’t vote for the Board to be ignorant of important information. There is ignorance going on here. Suzanne laughed when Chairman Daniels said the ignorant comment is offensive to those who have been involved, and the three or four Attorneys that have been involved in this for months. Attorneys have been brought in that specialize in in this type of thing.

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352 Suzanne said the property is an ecological gem. Selectman Dudziak said that isn't the point. They will have to go
353 through permitting processes and they will deal with those issues at that time. We are going through a lease and if you
354 have something to say specifically about the lease, then say it. Suzanne didn't appreciate Selectman Dudziak's com-
355 ment. Selectman Putnam said Suzanne makes it sound like we are not doing anything out there about the wildlife. Fish
356 and Game is out there every day and when we have special things going on they have approved those things as well. We
357 also have wildlife scientists, hired by our engineers working out there. Don't make it sound like we are not doing any-
358 thing because we are! Chairman Daniels told Suzanne to continue her questioning to Mark and Dominic.
359

- 360 • What is the Board doing to prepare themselves with knowledge for this contract you're considering jumping
361 into tonight. Chairman Daniels said they have been brief by our legal counsel, Suzanne interrupted to respond
362 and Chairman Daniels said he wasn't asked for her response, he is asking if she has any questions.
- 363 • In your document, you are leasing 120 acres. Mark said they are not leasing 120 acres. Prior to commence-
364 ment of construction they will have completed their survey to define the acres they want to use the remaining
365 acres will be excluded. Suzanne wants them to remove the lots not being used from the lease.
- 366 • What does the Board know about the private portion of the project and how will it affect this project. Has it
367 been signed, it's a joint project. Mark said the entire project will be going before the town for the permitting
368 approval as well as the relevant committees. The PILOT would be for the whole project.
369

370 Administrator Bender said that is correct from a permitting process but this Board will not be involved in the lease
371 agreement on the private property. It's private property, it isn't our concern. Suzanne wants them to present the private
372 property owners contract to the Board. Chairman Daniels said we are responsible for town property. What they do on
373 the private property is their arrangement with the private land owner. We don't have control over that; we control the
374 30 acres that they are looking at. Suzanne asked what will happen if the private portion of the project runs into their
375 own trouble. The Board should not be blind to the other 65% of the project.

- 376 • Do you consider that the vernal pool study is finished, will there be more studies and will you be providing the
377 data to the town? Mark said it's complete and yes it will be part of the permitting application. Suzanne said
378 there are other vernal pools that they didn't look at; she proceeded to tell everyone where they were. Chairman
379 Daniels asked Suzanne to ask her question.
- 380 • Suzanne asked if they will relook at the vernal pools, the state has records of the vernal pools. Mark said a re-
381 view of the existing records is part of the process and that information will be considered.
382

383 Vicky Chase, TRC said they looked at part of BROX's property using a map that had vernal pools on it. They docu-
384 mented a total of 15. It was a thorough review and made two visits this spring. The whole project will go through a
385 permitting process where they may be additional review of the information. They will also be delineating wetlands.
386 Chairman Daniels asked it was safe to say this will all be part of the permitting process. Vicky said yes. Chairman
387 Daniels asked Suzanne again to concentrate on the lease.
388

389 Suzanne asked if Vicky said she identified 15 vernal pools? Chairman Daniels said Suzanne's point is out of order.
390 The question was will these be looked at again, the answer was yes, it's part of the permitting process. Regardless of
391 how many pools there are out there, it will be looked at as part of the permitting process. Attorney Drescher said every-
392 thing the solar people makes sense but it doesn't belong in this meeting and it doesn't belong on that preliminary docu-
393 ment. The solar people will be going before the Planning and Zoning Boards as well as some Conservation involve-
394 ment. Their engineers will get into these issues in great detail and put to the test because we have a very capable and
395 sophisticated Planning Board.
396

- 397 • Why this is being signed prior to that review. Chairman Daniels repeated, this is the first step. Mark said they
398 can't do the other steps prior to having any type of site control because we will be investing hundreds of thou-
399 sands of dollars into the studies. No one does that unless they have some type of rights that if there is a subse-
400 quent approval they would be able to bid something.
- 401 • The vernal pool study cost money so you spent money ahead of time. Mark said yes because part of this was
402 trying to come up with the best foot print that we could for the town.
- 403 • Will the private land owners study documents also be part of the reports the town will receive. Mark said if
404 early on in the process it is determined that it didn't make sense to develop anything on that property, to the ex-
405 tent that there is a natural cleaving of the property and we can do that, we will provide the town with the stud-
406 ies.
407

408 **Selectman Putnam made a motion to approve the solar lease. Selectman Dudziak seconded. The motion passed**
409 **4/1 with Selectman Labonte opposed.**

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410 Selectman Labonte still feels there should be more discussion with the public. Selectman Dudziak said the voters did
411 approve the solar project on BROX. This item was on the agenda many times and voters who were interested in coming
412 here to discuss it had the opportunity.

413

414 **6:30p.m. – 2018 Audit, (Posted on the town website) – Jarad Vartanian, CPA**

415 In summary:

- 416 • Qualitative Aspects of Accounting Practices - We evaluated the assumptions used in the plan audited financial
417 statements and the plan actuarial valuation report to determine that they are reasonable in relation to the finan-
418 cial statements as a whole.
- 419 • Difficulties Encountered in Performing the Audit - We encountered no significant difficulties in dealing with
420 management in performing and completing our audit.
- 421 • Corrected and Uncorrected Misstatements - Professional standards require us to accumulate all known and
422 likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them
423 to the appropriate level of management. Management has corrected all such misstatements
- 424 • Disagreements with Management - We are pleased to report that no such disagreements arose during the
425 course of our audit.
- 426 • Management Representations - We have requested certain representations from management that are included
427 in the management representation letter dated September 11, 2019.
- 428 • Management Consultations with Other Independent Accountants - To our knowledge, there were no such con-
429 sultations with other accountants.

430

431 Observation:

- 432 • As part of our audit procedures we tested controls over the Town's use of credit cards. During the review of the
433 credit card activity, we noted instances where supporting documentation was not attached to the monthly credit
434 card statements. In addition, we noted instances of the credit card statement not being paid in full each month,
435 which was a condition of receipts not being remitted to the finance office in a timely manner. None of the pur-
436 chases were questionable, this just a matter of proper record keeping.

437 Implication

- 438 • The controls over the credit card transactions are weakened. There is an increased risk that errors or fraudulent
439 activity may occur and not be detected by the Town. Furthermore, if monthly statements are not being paid in
440 full each month, there is an increased risk that the Town will incur interest or finance fees/charges. Recom-
441 mendation
- 442 • We recommend that all documentation supporting each purchase be submitted and retained by the Town's fi-
443 nance office. In addition, we recommend that supporting documentation be submitted in a timely manner so
444 that the finance office has time to process credit card payments and pay the entire statement balance by its due
445 date.

446

447 Selectman Dargie asked if full review is done every two years. Jarad said yes. Paul said money is in the budget for an
448 Other Postemployment Benefits Program (OPBP) every other year audit, a full one and a roll forward. This year it's
449 \$3,500 and next year it will be \$2,000. Administrator Bender assumes the Board will continue with this expense.

450

451 Selectman Dargie asked for more clarification on the Ambulance Accounts Receivable. Jarad said the town switched
452 over how they collect Ambulance receivables. Once it changed over, there was an old balance that hasn't been paid and
453 is just sitting there. You have a receivable that isn't getting collected and no one is monitoring. There is no effect on
454 the bottom line. Paul said it was a clean-up entry and it zeroed each other out. Jarad said it doesn't mean you can't
455 collect on it, but it will still go to the same place.

456

457 Other highlights:

- 458 • Total current assets decreased by the prior year by roughly \$1,850,000 primarily due to spending the capital
459 outlays prior to authorized bonds and proceeds being received. Numerous pieces of debt were issued in 2019
460 which included authorizations for 2017, 2018 and some of 2019. This affected the capital projects fund which
461 reported a deficit balance at the end of 2018. This will be replenished once the 2019 issuance are made. It's
462 more so of borrowing from the general fund. Some towns like to do this but it should be monitored if making
463 big payments to the schools.

464

465 Selectman Labonte said for clarification, would this be where the Town of Milford didn't get the bonds prior years?
466 Jarad said it was authorized but didn't get issued until 2019. Selectman Labonte asked if there was a reason it wasn't
467 caught in the audit a year ago. Jarad said it has no bearing on whether or not they were issued, we report on it being

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468 authorized and we report it. There was a note in the previous year about the capital project being in a deficit however
469 this year it's in major funds and it's on the financials on page three of the report.
470

- 471 • All liabilities remain stable.
- 472 • The Town's total new position increased by roughly \$1,900,000.
- 473 • The Town's governmental funds had a combined ending fund balance of \$5,100,000, a decrease of
474 \$1,400,000 from the prior year.
- 475 • Total unassigned fund balance for the general fund was \$2,600,000, which represents 18% of the total general
476 fund expenditures.
477

478 Chairman Daniels asked if they look at the same things every time they do an audit. Jarad said no. They look at signifi-
479 cant changes and rotate for unpredictability when they are going to do heavy testing in certain areas. We rotate different
480 people in to do the audits.
481

482 The town received an unmodified opinion which is the highest level opinion that can be achieved. This is the first time
483 in the last ten years that the town has received an unmodified opinion for all the reporting units. All letters as well as
484 the full audit report are on file in the Finance Department.
485

486 **3. PUBLIC COMMENTS.** - There were no public comments at this time.
487

488 **4. DECISIONS.**

489 **a) CONSENT CALENDAR.** Chairman Daniels asked if there were any items to be removed from the consent calen-
490 dar. There were no items to be removed. **Selectmen Putnam made a motion to the consent calendar. Selectman**
491 **Dudziak seconded. All were in favor. The motion passed 5/0.**
492

- 493 1) Request for Acceptance and Appropriation of Unanticipated Revenues Under \$10,000 (31:95(b)) –
494 • \$100.00 Donation to support the Labor Day Parade from Tech Transport
495 • \$109.05 Donation to the Police K-9 Special Purpose Fund from Vinterest Antiques & Flips, LLC
- 496 2) Request for Approval of two (2) Timber Tax Levy's - Map 54 Lot 2 and Map 54 Lot 6.
- 497 3) Request for Approval for Community Action for Safe Teens (CAST) to host their Annual Red Ribbon
498 Week on the Oval
499

500 **b) OTHER DECISIONS.**

- 501 1) N/A
502

503 **5. TOWN STATUS REPORT – Administrator Bender**
504

505 **a. Dispatch RFQ** - CTA provided the following clarifications:

- 506 1. CTA understands that Milford needs to determine if we are best served with our own dispatch/radio system or a re-
507 gional system.
- 508 2. CTA will provide accurate budgetary cost estimates for each of these options. They understand that we will need to
509 use these cost estimates to support a 2020 Warrant Article. CTA projects accuracy within 3% and provided details to
510 support this projection.
- 511 3. CTA is confident that the outcome from their Phase 1 scope of work will clearly and concisely provide answers for
512 elected officials to make good decisions for the citizens of Milford.
- 513 4. CTA is committed to completing Phase 1 with budgetary cost estimates by December 16 provided onsite initializa-
514 tion meetings start on October 7. The town is committed to start as needed. This date is important and still gives us time
515 to prepare a warrant article for the Budget and Bond Hearing on January 13, 2020.
- 516 5. CTA local representative, Mark Cady will provide project progress reports throughout Phase 1 and Phase 2.
- 517 6. CTA representatives Cheryl Giggetts, Principal Consultant, and Mark Cady will present findings and recommenda-
518 tions to the Board of Selectmen.
519

520 Selectman Labonte asked if there will be discussions with the public about this prior to the Budget and Bond hearing.
521 Administrator Bender said yes.
522

523 Rodney Richie, Milford citizen asked if CTA distinguish between a Milford managed regional system and multi town
524 regional system. Administrator Bender said we will wait to see the report. Rodney asked how CTA will invoice us. Ad-
525 ministrator Bender said it's too be determined but their pricing was based on two phases. They may want some money

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526 upfront for phase I with the balance due upon completion of phase I, and then we will get into phase I. Rodney Richie
527 said if there is opportunity for presentation and discussion of the deliverables prior to the end date, that would be good
528 to have. He clarified that the estimate is due on December 16th and this should according to the consultant, solve the
529 Milford Communications problem and then you have time to develop a warrant article prior to Budget and Bond Hear-
530 ing. Administrator Bender said yes. Rodney said by December 31st we have to declare intent to stay or not stay with
531 MACC Base. Is that the concept that you have in mind? Chairman Daniels said yes. Rodney asked what they will do if
532 the warrant article doesn't pass. Chairman Daniels said we have thought about that and we may want to have a second-
533 ary warrant article on the warrants so that if one fails the other may pass. We will certainly educate people as much as
534 possible and answer any questions they may have.
535

536 Administrator Bender clarified that on December 16th they will be getting two cost estimates, one for a Milford only
537 dispatch system and one for a regional dispatch system. He doesn't think we want to point them in the direction to do
538 their study as far as that regional system whether managed by the Town of Milford or continued to be managed by
539 MACC Base. They should be able to do that analysis and come back to us with that recommendation.
540

541 **b. Paving and Center Line Marking Update** - Water Utilities finished work in Union Street the week of Sep-
542 tember 13. In mid-October we will mill and pave Nashua Street and reclaim and pave Union Street to complete this
543 year's projects. Line Painting on Nashua and Union Streets will be delayed until late-October. Other primary streets
544 including Elm, South, West, Prospect, Savage, Whitten, Mason, Osgood, Clinton, McGettigan, Amherst and Mont
545 Vernon Streets will have lines painted no later than the week of October 7.
546

547 Administrator Bender asked if there were any other roads the Board would like them to look at. Chairman Daniels said
548 we need to follow the center line document. Administrator Bender said we don't paint all those roads every year
549 Chairman Daniels said to leave it up to the DPW Director.
550

551 Selectman Labonte asked about paving on Garden and Cottage Street. Selectman Putnam said equipment was brought
552 in a couple of weeks ago but SUR wasn't done with a couple of things. Administrator Bender said he would check on
553 it. Selectman Dargie asked if Union Street be paved prior to Pumpkin Festival. Administrator Bender said after. Se-
554 lectman Labonte asked if it could be graded and re-claimed prior to Pumpkin Festival. Administrator Bender said he
555 would check.
556

557 **c. Culvert Replacements** - Our planned work using Bridge Repair and/or Replacement Capital Reserve Funds
558 for 2019 included \$90,000 to replace a culvert on Joslin Road. We have a failing culvert on Armory Road and another
559 on Ball Hill Road that probably needs more immediate attention. Rick estimates replacement of both culverts would
560 cost \$80,000 to \$90,000 total, roughly the same amount planned for Joslin Road. This includes materials (pipe, stone,
561 headwalls), guardrail on Armory, excavation/installation and paving. Work on Armory Road would require daytime
562 closures for 3-5 days with detours on Melendy or Osgood and Union. Work on Ball Hill would require daytime closures
563 for 2-3 days with a detour on Annand Drive. The selectmen have authority to expend these capital reserve funds. Do
564 you want to reallocate the funds to replace these two culverts this year?
565

566 Selectman Putnam said if they are a priority then yes. Selectman Labonte asked about the minimum for capital reserve.
567 Administrator Bender said it's \$75,000 but the warrant article is worded so that the Board has some flexibility. Select-
568 man Dudziak asked who determined that the two culverts were in worse shape.
569

570 Administrator Bender read the warrant article, "Shall the town vote to rename the Bridge Replacement Capital Reserve
571 Fund to Bridge Repair and/or Replacement Capital Reserve Fund, and to include culverts greater than \$75,000 replace-
572 ment cost, and to use Capital Reserve funds to provide matching funds for grants? This would clarify the intent of the
573 capital reserve fund which has always been "high priority projects for either replacement or repair in place". This article
574 will require a 3/5 vote to pass". It passed 1,541 to 299.
575

576 Selectman Labonte said it sound like \$75,000 per culvert. Selectman Putnam agreed but said there isn't anything saying
577 we can't do it. Selectman Labonte said he interprets it as being a culvert over \$75,000 is acceptable. If you go back to
578 minutes, anything under \$75,000 is a budgeted item. Selectman Putnam asked if Selectman Labonte wanted to let it
579 wait until it was budgeted next year. Selectman Labonte said he was only telling them the interruption of the capital
580 reserve fund.
581

582 Selectman Putnam asked how much the two culverts would cost. Administrator Bender said the combined cost for both
583 is between \$80,000 and \$90,000. The culvert on Ball Hill is smaller than Armory Road but it's 10 to 12 feet deep and
584 takes more excavation and time. The culvert on Armory Road is larger. Selectman Labonte would like more infor-

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585 mation on them and doesn't want to approve something that is against the original capital reserve. Selectman Dargie
586 asked if there is money available out of regular town funds to repair these. Administrator Bender said not this year.
587 Selectman Putnam asked how bad the culverts were and if they could wait another nine months. Administrator Bender
588 said Ball Hill probably could but it would be nice to do Armory Road.
589

590 Selectman Dudzak said she agrees with Selectman Labonte on the intent of the warrant article. Selectman Dargie asked
591 if Administrator Bender had a guess as to the implication if this was postponed. Administrator Bender said worse case,
592 we detour if the culvert fails or we steel plate it. Chairman Daniels asked how it would affect snowplowing. Selectman
593 Putnam said it should be fine. The Selectmen's consensus was to wait.
594

595 **6. DISCUSSIONS:**

596 **a) Review of the Purchasing and Procurement Policy (tabled 9/9/2020)** - Chairman Daniels said the Town Admin-
597 istrator did what we asked a the last meeting and is now presenting option 1 and option 2 for our review. Changes were
598 made in section section VI under procurement authority and number 10 Bid Award.
599

Option 1

- 600 • **Greater than \$7,500:** The Town Administrator shall have full authority to approve procurement of goods
601 and services provided such good(s) or service(s) are identified within the Town's budget.
- 602 • **Greater Than \$25,000:** Approval of the majority of the Board of Selectmen is required for the procure-
603 ment of goods and services in excess of \$25,000, which are not otherwise approved in the budget, **or when**
604 **the low bid is not recommended by Staff.**

605 #10

- 606 • Bids meeting the specifications shall be reviewed by the Department Head in consultation with the Town Ad-
607 ministrator and others as needed. A recommendation shall be made to the Board of Selectmen for approval, **if**
608 **the preferred vendor is not the low bidder.**
609

Option 2

- 611 • **Greater than \$7,500:** The Town Administrator shall have full authority to approve procurement of goods and
612 services provided such good(s) or service(s) are identified within the Town's budget.
- 613 • **Greater Than \$25,000:** Approval of the majority of the Board of Selectmen is required for the procurement of
614 goods and services in excess of \$25,000, which are not otherwise approved in the budget, **or when the low bid**
615 **is not recommended by Staff. The Town Administrator will provide an overview to the Board of Se-**
616 **lectmen for approval of Capital purchases (building improvements, vehicles, etc.) prior to the expendi-**
617 **ture.**

618 #10

- 619 • Bids meeting the specifications shall be reviewed by the Department Head in consultation with the Town Ad-
620 ministrator and others as needed. A recommendation shall be made to the Board of Selectmen for approval, **if**
621 **the preferred vendor is not the low bidder.**
622

623 Selectman Labonte showed the Board purchasing policies from surrounding towns. He feels all purchases should go
624 back to the Boards if it's in the budget. In a previous statement it was mentioned that the voters approved the vehicles,
625 Selectman Labonte said they did not, they just approved the numbers for the vehicles. Many of the towns say anything
626 over \$5,000 should go to the Board of Selectman. Milford is being generous. He isn't in favor with either option. He
627 said before we approve anything, it should be reviewed by town council.
628

629 Chairman Daniels said we don't need to follow what every other town does. He also has a problem shipping everything
630 to town council when it runs up the legal bill, and this is our policy. Those towns decided that is what they want, and
631 we can decide what we want.
632

633 Selectman Labonte feel we allow Department Heads and the Town Administrator to approve things on a vast level
634 higher than what other communities do. It's a simple vote and it won't take us much time to approve it. We should just
635 shrug it off. He doesn't feel oversight is happening when we can approve Transfer Station signs for \$500, but not
636 \$60,000 and \$70,000 purchases.
637

638 Chairman Daniels said it isn't that we are saying that we are not interested. The way this was setup was for expediency
639 in the event of an emergency. Selectman Dargie said we do have oversite we look at the manifest. Selectman Putnam is
640 in charge of this this year. He looked at every invoice when he was doing it and he provided good oversite on it. Se-
641 lectman Labonte said he went into Finance and looked through the manifest. You are putting one Selectman in charge
642 of the manifest to verify anything that is going to happen. Boards over the years had Selectmen that didn't want to

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643 spend the time at the table. He had them pull invoices to see what it would involve for time. You can spend 30 hours a
644 week reviewing them. He repeated that purchases should come to the Board. He feels they need to put more time in.
645

646 Chairman Daniels said it's a matter of balancing the time versus giving our employees the opportunity to do their jobs
647 without micromanaging what they are doing. Selectman Labonte argued that it wasn't micromanaging. Chairman Dan-
648 iels said yes it is. This was the reason that the policy was setup. We had to approve every little thing and we were here
649 until 1:00 in the morning. We hired a Town Administrator and we are paying them good to take care of the day to day
650 activities of the town. We watch the bottom line which is what the voters voted.
651

652 Selectman Labonte said we haven't been watching the bottom line. Earlier he didn't ask the auditor the correct ques-
653 tion, but why didn't we know we were out \$9,000,000 and what are we going to do so it doesn't happen again. Chair-
654 man Daniels said we have taken steps already to address that and you know there is non-public information involved
655 where variances apply. Selectman Labonte said our Town Administrator didn't know we were out \$9,000,000. Chair-
656 man Daniels asked Selectman Labonte if he thought changing the purchasing policy would make a difference on that.
657

658 Administrator Bender detailed the \$9,000,000 because Selectman Labonte is blowing this out of proportion. Selectman
659 Labonte started to interrupt and Chairman Daniels told him that Administrator Bender was speaking. Administrator
660 Bender said for the \$9,000,000, if you take 2018 that was just audited, and the current year, that is \$6,000,000 out of the
661 \$9,000,000. 2017 was \$2,300,000 and most of that was roads. 2016 was \$924,000. If you are asking me, why didn't I
662 know, well, \$6,000,000 was for either the year we just audited or the current year. As far as the \$2,000,000 that wasn't
663 bonded, the auditor said many towns pay for those things using exactly how we did using the fund balance that is avail-
664 able to us. We could easily take \$2,000,000 and do the bond later on. He repeated, this was not that unusual and you
665 are blowing it out of proportion.
666

667 Selectman Labonte said is isn't to attack anyone; he is trying to prove a point on oversight. He repeated that there not be
668 many purchases for the Board to approve. All the other towns have recently updated purchasing policies. He isn't
669 looking to go down to their amounts, he was content with the number that we had. What makes our town so much bet-
670 ter that we don't need oversight. Selectman Putnam said we have plenty of oversight. Selectman Labonte disagrees and
671 we need to verify everything. Selectman Putnam asked for examples.
672

673 Selectman Labonte said purchases of vehicles. You say they are in the budget but they are not, only the number is in
674 the budget. He brought up the recent DPW vehicle purchase again. He said the Town Administrator gave the authoriza-
675 tion to dispose of their vehicle for \$12,000. Administrator Bender said that was discussed by this Board. Selectman
676 Labonte said prior to that you told us it doesn't need to come to the Board. Administrator Bender started to speak and
677 Selectman Labonte interrupted him again, at this point, Chairman Daniels raised the gavel and asked that they not make
678 him use it.
679

680 Administrator Bender said he doesn't think he has to defend a vehicle purchase that was brought to the Board. This
681 Board approved it and they knew what was being traded in. Selectman Labonte is just regurgitating the same stuff over
682 and over again meeting after meeting after meeting.
683

684 **A motion was made by Selectman Dargie to approve the Purchasing and Procurement Policy option 1. Seconded**
685 **by Selectman Dudziak. The motion passed 4/1 with Selectman Labonte opposed.**
686

687 **b) Dispatch Discussion** - Chairman Daniels said we are currently scheduled to meet with the other towns next Mon-
688 day, do we want to continue to meet or wait until we get some information from the consultant.
689

690 Selectman Dudziak asked what we would specifically want to meet with the other Boards about. Chairman Daniels said
691 some items in the IMA, like voting rights. Selectman Dudziak is in favor of waiting, she thinks it's premature to meet
692 with them without some consultant information. Selectman Putnam said we still need to work on the IMA. Selectman
693 Dargie recommended contacting the Chairs of the other two Boards to see what they would like to do. If they want to
694 meet, then we should to keep things open. Selectman Labonte agrees with Selectman Dargie.
695

696 Selectman Labonte asked what would be the second option of a warrant article if the original warrant article failed. If
697 we don't discuss the IMA with them, why don't we just tell him that we don't have any interest. Chairman Daniels said
698 we don't have enough information to form an informed decision yet. Selectman Labonte said it would be just negotiating
699 the IMA. He asked Captain Frye if he thought there would be interest at MACC Base in having the IMA discussed.
700 When does MACC Base need an answer.
701

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702 Captain Frye said December 31st for a one year pull out. At the last several MACC Base meeting they have been asking
703 where we are at with the RFQ. His reply to them is, what are we doing as a Board to rebuild communications. As a tax-
704 payer he thinks that Milford is the only town doing anything to help out the situation. Selectman Labonte said the cur-
705 rently IMA is over at the end of 2020. If we approve a warrant article in March we will still be with MACC Base long-
706 er than 2020.

707
708 Selectman Dargie said they haven't discussed as a group as to what kind of voting would we agree to in terms of a new
709 MACC Base agreement. He is in favor of keeping Milford at the 71% and the voting is portional to the amount of mon-
710 ey each group brings in. The other Boards gave the impression that if we are firm on that, it would be a deal killer and
711 they would want to explore other opportunities. We need to put this up front, it's a good point.

712
713 Selectman Labonte said at 71% that is us telling them where to go. Selectman Dargie said we would have majority vot-
714 ing rights. Selectman Labonte said then we could say, we are going to upgrade the infrastructure, you guys are respon-
715 sible for 28% and you have no other option. Chairman Daniels said if they saw something that would be beneficial to
716 our 71%, they could vote against it and it wouldn't happen. Selectman Labonte said the other towns would be fine with
717 us have 50%.

718
719 Selectman Putnam said this discussion is about meeting with the other towns, we are getting into the meat and that is
720 what we will do when we meet. We invite them to next Monday's meeting and then we can discuss the IMA with them.
721 Selectman Labonte said the last meeting between towns had good discussions. Chairman Daniels agreed but he identi-
722 fied things that were deal breakers. He is fine meeting with the other Towns on Monday.

723
724 Selectman Labonte asked if we are at the point where we want to go with the 71% vote or the 40% vote. Selectman
725 Putnam said we should just decide if we are going to make MACC Base work or start our own. Chairman Daniels said
726 we need information from the consultant. Selectman Labonte asked if we've every approached the other towns about
727 hiring a consultant to look into all the problems. It would have saved us money if everyone pitched in. Chairman Dan-
728 iels said he didn't think that question has been asked but he has mentioned to the Chairs the need for them to determine
729 their problems. One town doesn't need anything, we need something and the other town is waiting on Milford.

730
731 Captain Frye said he didn't think the MACC Base Board has looked at that. Selectman Putnam said its simple, are we
732 willing to work with the other towns like it's been for 30 years or do we want full control. Chairman Daniels said if it
733 cost us more to go with MACC Base than go alone, is that a good thing to do. What justification do we use to spend
734 extra money just so we can stay together. Selectman Putnam said we have a system in place; we need antenna locations
735 and new equipment, and take care of the Police first.

736
737 Captain said you are right, the infrastructure is upstairs, not outside. You are talking about just fixing Milford Police and
738 Selectman Labonte is taking about regional. MACC Base should be looking to fix everything at once. The consultant is
739 going to tell us what we need and where it will go. It's not simple. Everyone has their own opinions.

740
741 Chairman Daniels said all the Boards agree that everything needs to be fixed. Chief Viola said four years ago MACC
742 Base had Belltronics give them a quote to fix everything for Police. We didn't like that solution because we felt like it's
743 a band aid. They when we had a big meeting with everyone involved, it went wrong. It's was, "Milford's trying to take
744 control of the situation". It's been like that ever since. Selectman Labonte said it didn't pass, did we just give up.
745 What communication have we had with the other towns. Chief Viola said the philosophy is different between towns.
746 We didn't want to do it in sections, it's another band aid. Selectman Labonte said he doesn't think it's like that now.

747
748 Chief Viola said at the last meeting he heard we need to come and say this is what we want. They don't want to waste
749 their time either. What is our deal? They don't want to come here Monday and listen to us say we want 71%, they
750 might buy into the 50%, or not. I don't want to pay for the other towns. They've known this issue for several years
751 now. Selectman Labonte said we have also known about the problems, what have we done. Chief Viola said we've
752 tried to work with the other towns. He feels like it's never going to get solved if everyone is involved. You will never
753 come up with the perfect answer. Mont Vernon isn't going to want to spend money if they don't have a problem.

754
755 Selectman Labonte Milford has historically we have a tendency of buying things and not fixing things, if we buy all this
756 equipment for Milford, are we going to update it. Chief Viola he hopes the oversite that they've talked about all night
757 will be there. Selectman Labonte replied, it's not in the rest of the town so he doesn't know why it would start there.
758 Chief Viola said he has faith in the employees, the department heads, the Board and the citizens of Milford. If we don't
759 take care of it, it's going to fall on us.

760

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761 Administrator Bender commented on Selectman Labonte’s statement about Milford never upgrading systems; it’s a
762 grossly unfair generalization. We just finished a phone upgrade, we continually upgrade our IT systems, we are looking
763 at upgrading the town hall HVAC system, and we just upgraded the electronic locks at town hall. We continually look
764 at upgrades and you make a blanket statement that we don’t take care of anything. Selectman Labonte brought up the
765 condition of our roads, they haven’t been taken care of. Administrator Bender said ultimately the tax payers decide, the
766 road bond was put out there three years ago and passed with over 60%.
767

768 Selectman Dudziak asked if Chairman Daniels spoke with the other Boards and invited them to come on Monday.
769 Chairman Daniels said yes. Selectman Dudziak said then just keep it on the agenda. Chairman Daniels asked Captain
770 Frye asked if putting repeaters in the cars would work for Milford like it did for Mont Vernon. Captain Frye said when
771 you get a whole bunch of cars together, one car has to take over so that the portable radios go to that one car and they
772 are not stepping all over each other. He gave some examples.
773

774 Administrator Bender said it’s pragmatic that Milford is not telling MACC Base that we are pulling out on December
775 31, 2019. We are going to go into 2020 with hopefully one or more warrant articles. We are going to get to a point in
776 2020 where the IMA is going to have to be renewed or we are going to have a completely new IMA. It’s going to come
777 into the same thing we did this year, at the eleventh hour we will sign a contract to continue with MACC Base unless
778 we do something beforehand. The point that Selectman Dargie was making is that there are some of these things in the
779 IMA that the Board should make a decision on going into that negotiation. If you feel strongly about the 71%, is that
780 something that this Board wants to vote on tonight or will you wait until Monday night.
781

782 Selectman Dargie said they should vote on it because if it’s 4/1 then we are done in terms of talking about it. If every-
783 one wants to stick with 50% that’s fine but if three or more people want to go with 71%, we need to tell them that. He’s
784 in favor of 71%. Selectman Labonte said he is not in favor of 71%. Selectman Putnam said he’s happy with the per-
785 centages the way they are not, done by population. Selectman Dudziak said she doesn’t think the other towns are going
786 to go for that. Selectman Dargie said that’s true, he can see us having a Milford solution and having them as customers
787 so it’s still a regional solution if it’s managed correctly. Selectman Dudziak agrees but that will be the end of the dis-
788 cussions if that’s what we say. Selectman Dargie said if that is the way we are headed, then let’s tell them that. If it
789 isn’t the way we are headed then that’s fine. Selectman Putnam said if we own the system and they are customers if
790 they are having problems, it becomes our problem. Selectman Dargie said if there’s a MACC Base it’s a common prob-
791 lem so it really doesn’t change anything depending on how it’s written. Selectman Putnam said let’s just sit with them
792 Monday.
793

794 **c) Traffic Safety Concern – Phillips Way** – Residents want to make it a two-way, Chairman Daniels recommends that
795 it go to Traffic Safety. Selectman Dargie asked for a rough estimate for what it would cost to make it a two way road
796 and consider a warrant article to see if the town is interested. There was more discussion on the amount of traffic. Se-
797 lectman Labonte said it doesn’t make sense to make it two way. Selectman Dargie said it use to be two way. Chairman
798 Daniels told Administrator Bender to go ahead and get an estimate.
799

800 **7. PUBLIC COMMENTS:** There were no public comments at this time.
801

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

803 **a. FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES.**

804 Selectman Putnam said the parking committee is meeting tomorrow.

805 Chairman Daniels said recycling is still working on revisions to the ordinance and videos on composting.

806 Selectman Labonte said when we changed the rate for demo, didn’t we determine it was going to be by the pound.

807 Chairman Daniels said yes but it has caused some problems. The scale is in 20 lb. increments so if you have 14 lbs. it’s
808 measured out at 20 lbs. The software will be updated and it will come back to the Board.
809

810 **b. OTHER ITEMS (that are not on the agenda).**
811

812 **9. APPROVAL OF FINAL MINUTES.** Selectman Dargie moved to approve the minutes of September 9, 2019. Se-
813 lectman Dudziak seconded. All were in favor. The motion passed 4/0. Selectman Putnam left the room.
814

815 **10. INFORMATION ITEMS REQUIRING NO DECISIONS.**
816

817 **11. NOTICES.** Notices were read.
818

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819 **12. NON-PUBLIC SESSION.** Selectman Putnam made a motion to enter into a non-public meeting in accordance
820 with (RSA 91- A:3,II (c)) – Reputation and Approval of Non-public minutes in accordance with (RSA 91-A:3,II(e)) –
821 Legal, August 19, 2019, and (RSA 91-A:3,II(a)) - Personnel, and (RSA 91-A:3,II(c)) – Reputation, September 9,
822 2019. Seconded by Selectman Dudziak. All were in favor. The motion passed by roll call vote 5/0.
823

824 **13. ADJOURNMENT:** Selectman Putnam moved to adjourn at 10:25. Selectman Dargie seconded. All were in favor.
825 The motion passed 4/0. Selectman Dudziak left the room.
826

827
828
829
830

831 _____
832 Gary Daniels, Chairman

Laura Dudziak, Member

833
834 _____
835 Paul Dargie, Vice Chairman

Chris Labonte, Member

836
837 _____
838 Mike Putnam, Member

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MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING 5th Monday Forum

September 30, 2019

PRESENT: Gary Daniels, Chairman Mark Bender, Town Administrator
Paul Dargie, Vice Chairman Tina Philbrick, Recording Secretary
Mike Putnam, Member - **Excused** Alex Berry, Videographer
Laura Dudziak, Member
Chris Labonte, Member

CALL TO ORDER, BOARD OF SELECTMEN INTRODUCTIONS & PUBLIC SPEAKING

INSTRUCTIONS - Chairman Daniels called a work session to order 5:00 p.m., introduced Board members and then led the audience in the Pledge of Allegiance. Chairman Daniels called the public meeting to order at 5:30. Chairman Daniels indicated that those people in the audience who want to speak or add to the discussion should please use a microphone in order to be heard on the PEG Access live broadcast.

1. AGENDA

5:00 – Work Session – CTA Proposed Consulting Agreement

Selectman Dargie said it doesn't talk about the deliverables in terms of analyzing MACC Base versus a Milford only solution or regional solution. Chairman Daniels said it does on page 8 under Radio System Alternatives. He also referred them to page 7, Dispatch Center Survey for additional clarification.

Selectman Dargie would like, if we go on our own, to be able to give a quote to the other towns on how much they would have to pay to come with us. Chairman Daniels asked if Selectman Dargie wants this consultant to determine that. Selectman Dargie said yes.

Selectman Labonte talked about the language in the warrant article for the consultant. Chairman Daniels read the article, "Shall the town vote to raise and appropriate the sum of \$85,000 for the cost of a communication consultant to identify all of the issues, concerns and potential solutions to possibly establish a Milford Emergency Dispatch Center, to improve and expand the emergency dispatch communication system and then to provide a detailed RFP including contract terms"? Chairman Daniels clarified that we would not be using Milford's taxpayer money doing research on the other towns; they should be spending their own money on that. Selectman Dargie said it should be an integrated analysis.

Selectman Putnam said an agreement we could have with the other towns is that we can hook them up to us using the existing equipment. It would be up to them if they want anything beyond that. Milford would be the primary concentration. Administrator Bender said the other towns could hire a consultant to do an analysis on their town.

Captain Frye said providing the agreement is signed tonight, the 7th, 8th and 9th of October; CTA will be coming out to do a couple days of interviews with all Department Head from all three towns, including Director Johnson. They are looking to understand the whole dynamics of the system.

Chairman Daniels referenced page 5, they have change **Virginia to New Hampshire**. On page 10, under Draft Report Review Meeting, they need to change **these** to **this** to be consistent.

Selectman Putnam is concerned with CTA relying on the MRI study; he felt it wasn't worth anything. He feels it was influenced; they made many mistakes and didn't spend much time here. Selectman Dargie said he has no problem with CTA using the MRI report. There is good information about equipment. It's data that is available to them. Chairman Daniels said they intend to use it so they don't have to replicate the wheel, but he also agrees with Selectman Putnam on the quality of the report but the data in it can serve as a starting point.

Administrator Bender referenced page 1, last paragraph "The Consultant hereby agrees to provide such Services to the Client with an agreed upon corresponding increase in fees". The amount of the warrant article is \$85,000 only so he feels that this isn't allowed. Chairman Daniels said it can be excluded or not executed.

Administrator Bender referenced page 2, item 8 references sales tax. New Hampshire doesn't have a sales tax. This needs to be removed.

Administrator Bender referenced page 2, item 9 consultant reimbursement. This is fine as long it's part of the \$85,000. Whatever travel and additional expenses should be part of the \$85,000. Chairman Daniels said we should

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63 put something in the agreement to state that the services shall not exceed \$85,000. Selectman Dargie said if some-
64 thing came up in addition to the \$85,000 legally it could come out of the town budget. On page 2, item 9, it states
65 “that if approved by the client prior to the expenses being incurred”. Selectman Putnam agrees that this should stay
66 in the statement, it might be necessary to the report.
67

68 Administrator Bender referenced page 12, the payment dates should reference a date not just a month. The draft
69 report needs to be around December 1st with the final report due by December 16th.
70

71 Rodny Richie, Milford resident said he hasn’t heard a specific mention to a Milford Operated Regional at the cur-
72 rent location of the dispatch center; it would be a good money savings. Administrator Bender clarified that he
73 meant a takeover of the current MACC Base. Rodny said yes. Selectman Putnam said he didn’t know if it would
74 be grandfathered under the NFPA requirements. If we took it over it would have to be brought into compliance and
75 if we are going to do that we might as well just build the addition at the Police Station.
76

77 Rodny said the consultant should be able to state if they are addressing a regional operation of a dispatch center, as
78 to what other towns, logically assessable to here would be able to tie in. Chairman Daniels said they are tied in
79 now. It isn’t up to us to tell them what they need to do to use our service.
80

81 There was some discussion about signing the agreement. Captain Frye said he could take send the hand written
82 changes to them and have them re-write it. Administrator Bender said he would get a revised document to the
83 Board.
84

85 Selectman Putnam made a motion to approve the changes and once it’s complete we can drop in to sign it. Second-
86 ed by Selectman Dargie. The motion passed 4/0. Selectman Dudziak was late to the meeting so she didn’t partici-
87 pate in the discussion.
88

89 There was additional discussion about operating cost, cost to other towns if we were to be regional and other varia-
90 tions. It was determined that those questions wouldn’t be able to be answered without the consultant’s report.
91

92 **5:30 – Town Clerk Discussion – Joan Dargie (tabled from 9/23/19)**

93 In summary: Joan is asking the Board for a full-time person to be hired this year in the Town Clerks office. Per last
94 Monday’s meeting, this position if approved this year would not automatically be added to the default budget. So if
95 the default budget were to pass this position would revert back to two part time positions. There is enough in the
96 part time position budget to cover this person through March if the proposed budget were to fail. For this year this
97 position would be covered by the Town Clerk budget in its entirety. Going forward for 2020 the position would be
98 a floater position 70% of the time working in the Town Clerks office, 30% of the time working in Community De-
99 velopment, Finance and/or Town Administration. A copy of the Job Description for the Municipal Clerk - Floater
100 was given to the Board.
101

102 Chairman Daniels clarified that what Joan would be looking for would be an additional ½ year of a full-time person
103 in the next budget season. Joan said yes. Selectman Labonte clarified that if the budget failed next year, after the 6
104 months you would lose your employee and have no money in the budget for part-time help. Joan said she would
105 still have part-time money. Combining two of the part-time positions actually covers more than 6 months. If the
106 budget didn’t pass, she would have to go to a part-time person for the remainder of the year. There are four elec-
107 tions next year starting in February and they will need to cover many hours.
108

109 Selectman Labonte asked if money was already in Community Development, Finance and Town Administrations
110 budget for the floater or will it need to be added. Administrator Bender said it would be added in for next year,
111 there will be no floater for this year’s budget. Selectman Labonte was under the impression that the cost would be
112 just shifted around. Joan said only for this year.
113

114 Chairman Daniels asked what would happen if the budget failed, you will be basically 30% short. Joan said she al-
115 most has enough money to hire a full-time position without benefits in the budget right now. She repeated that she
116 could cover a full-time position for ½ of the year but there would be less part-time money for the remaining 6
117 months.
118

119 Administrator Bender agrees with Joan being able to cover the balance of the expense for the remainder of this
120 year. In 2020 we would be adding 1 full-time person and 70% of that cost for salary would be in the Town Clerks

121 budget. The other 30% would be split 10% each in Community Development, Finance and Town Administration.
122 The benefits cost would be in one location under employee benefits.

123
124 Selectman Labonte said then you will eliminate two part-time people from your budget for next year. Joan said
125 correct. Selectman Labonte asked if Joan had numbers. Joan said she has \$34,600 which will go down to \$7,500.
126 It's shifting, you take the \$34,600, that goes to \$7,500 then \$36,000 goes into the full-time salary plus the benefits.
127

128 Selectman Putnam said he hasn't heard Joan said she has enough money to cover the entire year. Joan said she
129 doesn't. Selectman Putnam said it doesn't make sense to him. We might be pushed into an emergency situation be-
130 cause you won't be able to handle your office by yourself and we will have to reallocate money to cover your
131 budget. Joan stated that she already has 1 full-time person in her budget. She repeated that she has a full-time per-
132 son worth of salary in the part-time budget, she just doesn't have benefits. Administrator Bender said the default
133 budget next year would include the same part-time money that Joan has now.
134

135 Chairman Daniels said what Joan is proposing is just to get her through March. With the new budget we will have
136 to figure out and justify the need for another full-time person. If the budget fails she would have to figure how the
137 next day, how she could make this work. Selectman Labonte said at that time you would have already utilized
138 full-time hours out of the part-time budget in the first three months of the year where maybe that part-time budget
139 might not have gotten expended until later into the year. Joan said they could have potentially trained 6 different
140 people. A non-qualified person means you have to spend almost 60 days where they are not doing anything. They
141 are just their observing until they go to class.
142

143 Selectman Labonte clarified that she would be hiring someone already certified. Joan said correct. Selectman Put-
144 nam said he wants to avoid Joan coming back to the next Board looking for additional help half way through the
145 year which will end up taking someone else's budget.
146

147 Chairman Daniels said that has no bearing on what is before us right now. Joan would be proposing in the next
148 budget to have an additional full-time person. Joan said the money she has in the budget right now would cover
149 more than 6 months, more like 9. She used 6 months as an example. Maybe they would stay 4 or 5 months but she
150 would have to leave enough in the budget to cover part-time people.
151

152 Selectman Labonte asked what the benefits would cost annually on this position. Administrator Bender said it de-
153 pends on if they want a single or family plan. Joan said approximately \$25,000. Selectman Labonte asked what the
154 difference instead of hiring a full-time person now then if you waited until after voting in March. Joan repeated
155 what she said last week, she would have to close a day because she doesn't want to spend two months training
156 someone so that they can get certified and go off and get a full-time job with benefits elsewhere. She has a Presi-
157 dential primary coming up and need to spend time this year on that.
158

159 Selectman Putnam asked why Joan didn't budget it this way for last year. Joan said we were doing ok with our
160 part-timers last year when we did the budget. The economy wasn't as good and Merrimack, Bedford and Nashua
161 weren't looking for certified Municipal Clerks like they are this year. Administrator Bender said they didn't have
162 any turnover last year. This year we've lost 3 out of 4 part-timers.
163

164 Administrator Bender said to bear in mind that the voters are not necessarily rejecting the budget because Joan in-
165 cluded a full-time person to bolster the staff. If we get a default budget voters are telling us that are not accepting
166 the proposed budget and they are giving us a bottom line default budget. We will have to determine what's includ-
167 ed and excluded so that we can hit that bottom line number. If the Board choses to include Joan's full-time person
168 then it has to be taken from someplace else. In the calculation of the default budget, that full-time person is not go-
169 ing to be included in the calculation.
170

171 Selectman Putnam made a motion to include a full-time person in the Town Clerks office. Seconded by Selectman
172 Dudziak. The motion passed 3/1/1 with Selectman Labonte opposed and Selectman Dargie abstaining.
173

174 **5:40 – Pumpkin Festival Parking Update**

- 175 • Milford High School will be available on Saturday, October 12th and Sunday October 13th.
- 176 • Milford Middle School will be available on Friday, October 11th, Saturday, October 12th and Sunday Oc-
177 tober 13th.
- 178 • Shuttles will run from both of those lots.

- 179 • Parking will be available at Keyes Park on Elm Street – all days
- 180 • Overflow parking will be available at 127 Elm Street – all days
- 181 • Parking will be available at the Milford Police Station – all days
- 182

183 **5:45 – Public Hearing for The Acceptance for Expenditure of Unanticipated Funds over \$10K NH (RSA**
184 **(31:95b)) – 2018 Firefighter Assistance Grant for purchase of SCBA units and face pieces - \$268,876.19 and**
185 **Police Department Federal Grant: NH Highway Safety Project #20-120 - \$16,119**

186 Chairman Daniels opened the public hearing. Selectman Dargie asked if the 5% match for the Firefighters Assis-
187 tance Grant in the budget. Administrator Bender said he didn't recall budgeting the 5% match. Captain Flaherty
188 said his line item is at zero currently so they would have to find the money in their budget. He is meeting with Ad-
189 ministrator Bender on the budget on Wednesday, they will find it. Chairman Daniels closed the public hearing.

190
191 A motion was made by Selectman Putnam to accept the grants. Seconded by Selectman Dudziak. The motion
192 passed 5/0.

193
194 **2. PUBLIC COMMENTS** – There were no public comments at this time.

195 **3. CONSENT CALENDAR** - Chairman Daniels asked if there were any items to be removed from the consent calen-
196 dar. There were no items to be removed. Selectman Putnam moved to approve the consent calendar as presented. Se-
197 lectman Dudziak seconded. All were in favor. The motion passed 5/0.

- 198 1. Request for Approval of one (1) Petition and Pole License 67/8Y Valhalla Dr.
- 199 2. Request for Approval for Conservation Commission to host the Ghost Train Rail Trail 15 Miler and
200 Ultra Race October 19th and 20st 2019

201
202 **6:00 - Dispatch Discussion with Milford, Mont Vernon and Wilton Boards of Selectmen.**

203 The Milford Select Board joined the Select Boards of Mont Vernon, Chairman John Esposito and Selectman Tim Berry
204 and Wilton, Chairman Kermit R. Williams and Selectman Kellie-Sue Boissonnault to continue the discussion on the
205 MACC Base Inter-municipal Agreement and the future of MACC Base. Chairman Daniels opened the meeting at 6:00
206 PM.

207
208 **POINTS OF DISCUSSION:**

- 209 1. Agreement duration
- 210 2. Voting rights
- 211 3. Apportionment
- 212 4. Borrowing authority
- 213 5. Withdrawal/non-renewal notification
- 214 6. Additional members

215
216 **Agreement Duration:** Chairman Daniels said there had been discussion to make it a 10 year agreement. Currently it is
217 2 years; prior to that it was a 5 year term. Chairman Williams said the reason for a longer agreement was so it would
218 match the borrowing term. Chairman Daniels asked if the difference between having dispatch do the borrowing versus
219 the towns would have any bearing. Chairman Williams wasn't sure that an entity could actually do the borrowing.
220 Towns can band together to borrow for a common purpose but it's still the towns borrowing and not an entity. Chair-
221 man Daniels asked if there was consensus then that MACC Base could do the borrowing over a 10 year term – would
222 we have the Town do that instead of MACC Base? It was his opinion that MACC Base could not do the borrowing.

223
224 Chairman Esposito said he understands that Milford has a consulting firm with a report due the end of the year. He
225 wanted to know what Milford was planning to do. Chairman Daniels said they did approve a consulting company to do
226 the report. This evening they received the agreement and made some modifications to it. They have asked for the firm
227 to shorten their timetable so they will have a final report by December 16th.

228
229 Jason Johnson said regarding the borrowing questions, MACC Base cannot borrow beyond the calendar year.

230
231 Chairman Daniels said there are still a lot of things outstanding and he doesn't think he'll have all the answers until the
232 consultant's report comes back. It would help to understand what each town needs to fix all of the problems. Last time
233 we talked about a 3 million dollar fix; could be less, could be more. Out of that 3 million, Milford had a 2.1 million
234 dollar problem. Last time he heard Wilton say there are some communication needs that are deficient. Chairman Wil-
235 liams said they are moving forward to fix some of those problems right now including a radio upgrade, moving to high

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236 band. He said they want to get away from the outdated technology of low band. Selectman Dargie asked if that would
237 fix the dead spot issues; Chairman Williams said no, that's more of an antenna issue.

238
239 Chairman Esposito said the timing of this report is concerning. We have a 2 year contract. He expects the report to be
240 done December 16th which would leave Mont Vernon and Wilton 2 weeks to make a decision. Mont Vernon doesn't
241 want to withdraw as it would force them to lose their share of equipment. Chairman Esposito suggested extending the
242 present contract by another year. Chairman Williams said they could make a written modification to the contract to
243 reduce the exit notice. They both agreed that they would need more than the 2 weeks over Christmas to make a deci-
244 sion.

245
246 Selectman Dargie would be in favor of extending the agreement by 1 year. Chairman Esposito wanted to extend it an-
247 other 2 years for the same reasons, and Selectman Boissonnault agreed that a 2 year extension would be much more
248 feasible. Selectman Berry said when he saw that on the Agenda, he agreed that the longer the agreement, the more sta-
249 ble the organization would be. He's new to the Board, and asked Milford to answer a question for him. He's heard a lot
250 of different things. Does Milford want to have their own dispatch center all by themselves? What are their intentions?

251
252 Chairman Daniels said that's why they have contracted with a consultant to look at their options. What will it cost Mil-
253 ford to go alone? What if they add to the Police Station and run it from there, either as a regional or a standalone? They
254 want their consultant to give them the options.

255
256 Selectman Berry asked if Milford was paying independently for this study. Chairman Daniels said yes. Selectman Ber-
257 ry said "so you didn't ask for a study on the future of MACC Base", and Chairman Daniels said that they had hired a
258 consultant to tell them just what their options are. Selectman Berry asked why we were even having these discussions
259 then. Chairman Daniels said as far as the Inter-municipal Agreement went, there are things we can discuss now that
260 could save some time later.

261
262 Chairman Esposito noted that Mont Vernon had said if we were going to have borrowing authority, the longer the term,
263 the better. Chairman Daniels agrees that the borrowing term should match the agreement term. He noted that we had
264 agreed that population would be the basis for the percentage share. Chairman Esposito said anything we do tonight is a
265 moot point until we know what Milford is going to do. Chairman Daniels said that anything we can agree on tonight is
266 non-binding until every Board signs a new agreement.

267
268 Selectman Boissonnault said she feels we're trying to reinvent the wheel. We put an agreement together that Milford
269 did not sign. We should work off of that agreement and make little adjustments. Chairman Daniels said there were
270 some things like Voting Rights that are not acceptable to Milford the way they were proposed. Selectman Dargie said
271 that Milford should have 71% of the voting rights as they are paying 71% of the costs. Right now, Milford has 2 votes
272 and the other towns each have one.

273
274 Chairman Daniels said let's talk about voting rights then. Selectman Berry said he had a conversation with someone
275 who's familiar with MACC Base who told him that MACC Base wasn't broken and he wants to know what Milford
276 doesn't like about the way MACC Base is now. Chairman Daniels said it isn't so much what they don't like, but what
277 they can't do. Selectman Berry said he's heard that; is it Milford's problem or MACC Base's problem? Chairman Dan-
278 iels said it depends. Is MACC Base going to be a Service or a System? He said it seemed there was consensus that we
279 wanted MACC Base to be a System. Chairman Williams said if there are multiple owners there's going to be a discus-
280 sion on who is going to fix it. Right now, MACC Base is able to determine what's wrong and how to fix it. Chairman
281 Esposito said the infrastructure of MACC Base is the responsibility of the member towns.

282
283 Chairman Daniels said Mont Vernon doesn't have the problems that Milford does. Are the towns willing to pay to fix
284 Milford's problems? Selectman Berry asked if MACC Base has not been run as a system in the past. Chairman Daniels
285 said it has, but its deficient, they lack infrastructure to meet their needs. Selectman Berry stated "so they're primarily
286 Milford's parts that are deficient according to what Chairman Daniels just said". Chairman Williams said a large part of
287 this is that the system is outdated. There have been discussions that we could've been incrementally updating as we
288 went along, but that wasn't done. He anticipates what will come back from their consultant will be a list of things that
289 will need to be updated.

290
291 Selectman Berry said if we're treating it as a system then we should address the needs of all of the partners in the sys-
292 tem. Is the consultant going to come back with suggestions to address the needs of all of the 3 towns? Chairman Dan-
293 iels said no, because Milford hired them. Selectman Berry said that doesn't make any sense if we're talking about mov-
294 ing forward as a system. Chairman Williams said when your consulting contract is complete are you telling us that you

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295 won't have a plan to support all 3 towns? Just Milford? Chairman Daniels said he would expect that the other towns
296 would figure out what their towns needed. Chairman Williams said this design for updating the entire system needs to
297 take the other 2 towns into consideration. There should be a whole set of implementation so it could be taken and put
298 out to bid. If the \$85,000 that Milford has spent is just for their town, that doesn't make any sense. Chairman Daniels
299 said it was a change to one of their warrant articles. It's a fine line. He can't ask Milford taxpayers to find out what
300 problems Wilton has. His understanding is that there will be an opportunity for the department heads of the other towns
301 to get together to discuss what problems they're having.

302
303 Selectman Berry asked why didn't MACC Base hire the consultant to give us an update on the whole system? It looks
304 like every man for himself here. Who in the town of Milford wanted to ditch the system and the joint ownership of the
305 3 towns? This seems kind of one way. Chairman Daniels said it went on the warrant article to put out a standalone.
306 When it got to deliberative session there was a close vote and they changed the warrant article.

307
308 Selectman Berry asked amongst the 5 Milford Selectmen, what did they want to do? Chairman Daniels said he doesn't
309 have the information he needs with regard to price to make that decision. He hopes to get that from the consultant.

310
311 Jason said MACC Base did hire a consultant to figure this out 3 years ago at the cost of \$3,000. The report was given to
312 the BOG who brought it back to the Selectmen but every time they tried to make changes, it was voted down because of
313 the voting structure. Selectman Berry asked what his recommendation was. Jason said he's always seen the benefits of
314 regional dispatch. Selectman Berry asked Jason what we need to do to fix this situation. Jason said we need to update
315 the equipment. We need to spend a significant amount of money.

316
317 Chairman Esposito said that he can support and defend an increase to the town of Mont Vernon for an increase for
318 equipment that would benefit the town of Mont Vernon, but not for the town of Milford. Selectman Berry agrees with
319 Chairman Esposito.

320
321 Chairman Williams said if the infrastructure fails in Mont Vernon, MACC Base fixes it. That's the main element of a
322 system. Selectman Berry said they buy their repeaters, they're contracting with the cell phone towers. Chairman Dan-
323 iels said every town is taking care of their local equipment. Chairman Williams said we're talking about the equipment
324 that currently exists, multiple antenna sites and transmitters, all maintained by MACC Base. Selectman Berry said
325 Chairman Esposito's point is that Milford needs a bunch of new receivers for all of their trucks and they want MACC
326 Base to pay for them. That's the impression that's out there. Selectman Labonte asked if it was deemed that there was
327 a dead spot area in Milford that could also benefit Mont Vernon, who should buy that equipment? Chairman Esposito
328 agreed MACC Base should buy it. Selectman Putnam said if we're going to sit here all night and argue over voting
329 rights, etc., at some point it becomes not worth it. If we're going to be partners we should be able to get along. He's
330 not sure what to do at this point.

331
332 Chairman Esposito said we knew 2 or 3 years ago that this was coming up. We needed to extend the borrowing period
333 to ease it for the taxpayers. Selectman Boissonnault said we need to have some changes to the voting so we don't
334 stalemate, as that's what happened. Mont Vernon and Wilton voted one way, but Milford with their 2 votes voted the
335 other way and that's why improvements hadn't been made.

336
337 A 10 year duration for the borrowing and agreement terms was agreed on.

338
339 **Voting Rights:** Regarding the voting rights, Chairman Daniels said he would have a hard time having 29% tell the
340 71% that they were going to pay 71% of the cost.

341
342 Selectman Berry said percentages were one thing, but there are 3 towns and it's not our fault that your town is bigger
343 than our town. As a bigger town, there are more taxpayers. Chairman Williams said we're paying for emergency dis-
344 patch service and Milford gets more than 71% of the service if you look at the call volume so they're getting a bargain.
345 Chairman Williams said he would never be able to accept Milford having 71% of the vote. Wilton would not support
346 that. But if Chairman Daniels would not support equal votes, what are we going to do? The IMA spells out all of the
347 things that we're expecting, yet Milford hasn't been willing to pay for any upgrades, which is why we're in the mess
348 we're in now. As Selectwoman Boissonnault said, if Milford had approved smaller upgrades over the years, we
349 wouldn't have this problem now.

350
351 Chairman Daniels said we need to work out the process if another town were to become a member. What would happen
352 if we brought in Lyndeborough?

353

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354 Selectman Berry said there should be equal votes. Selectman Boissonnault agreed. She asked what the Milford taxpay-
355 ers would say if they go independently and have to pay 100%. Any time there is a partnership built, one person doesn't
356 make more profit; they all have equal say and equal opportunity and that's how we should be looking at this. Each town
357 should have one vote.
358

359 Jason said that the last time we ran the numbers it's anywhere from 72% to 80% used by Milford. They've tried to do
360 equipment upgrades incrementally but at budget time, it came down to 2-2 votes many times.
361

362 Chairman Esposito wondered if the decisions should be made by the Selectmen rather than the BOG.
363

364 Chairman Daniels said the possibility of an extension can be taken under consideration.
365

366 The proposed agreement changed the term from a 1 year to a 2 year notification of termination. There's also a clause
367 that says if you've given your notification then you would need to concede to the other towns as to what the budget was.
368 He felt that would be a disadvantage to any town planning on making a change. Chairman Esposito said if we gave a
369 notice of withdrawal, but then things worked out, we could withdraw that withdrawal. This was discussed further.
370

371 Selectman Putnam wanted to remind all that the IMA was put together by the BOG.
372

373 **4. NOTICES**
374

375 **5. NON-PUBLIC SESSION** – Chairman Daniels made a motion to enter into a non-public meeting in accordance with
376 (RSA 91- A:3,II (c)) – Reputation. Seconded by Selectman Putnam. All were in favor. The motion passed by roll call
377 vote 9/0. Select Boards from Mont Vernon and Wilton were in attendance.
378

379 **6. ADJOURNMENT**
380

381
382
383
384
385
386 _____ Laura Dudziak, Member
387 Gary Daniels, Chairman

388
389 _____ Chris Labonte, Member
390 Paul Dargie, Vice Chairman

391
392
393 _____
394 Mike Putnam, Member
395

10. a) Treasurers Report - February 2019

TREASURER'S REPORT
TOWN OF MILFORD, NEW HAMPSHIRE
2/28/2019
(unaudited)

	CHECKING ACCOUNT	TOWN CLERK ACCOUNT	ESCROW ACCOUNT	NHPDIP ACCOUNT	DISBURSEMENT ACCOUNT	BAR HARBOR ACCOUNTS	INVESTMENT ACCOUNT	TOTAL
Beginning Balance as 2/1/19	1,318,000.57	140,567.36	59,323.98	93.30	39,801.38	10,662.83	10,356,406.54	\$ 11,924,855.96
Receipts:								
Taxes and Interest	262,528.82	-	-	-	29,595.97	-	-	\$ 292,124.79
Water & Sewer User Fees	133,414.33	-	-	-	33,092.22	-	-	\$ 166,506.55
Other Revenues	299,047.96	363,953.37	-	-	-	-	-	\$ 663,001.33
Ambulance	-	-	-	-	71,677.17	-	-	\$ 71,677.17
Recreation	-	-	-	-	4,045.00	-	-	\$ 4,045.00
Escrow Deposit	-	-	-	-	-	-	-	\$ -
Escrow Transfers	-	-	-	-	-	-	-	\$ -
Interest Income	-	-	13.64	0.17	-	0.67	9,262.83	\$ 9,277.31
Investment Transfers	3,355,000.00	-	-	-	-	-	84,000.00	\$ 3,439,000.00
TAN Deposit	-	-	-	-	-	-	-	\$ -
Bond Proceeds	-	-	-	-	-	-	-	\$ -
Total Receipts:	<u>\$ 4,049,991.11</u>	<u>\$ 363,953.37</u>	<u>\$ 13.64</u>	<u>\$ 0.17</u>	<u>\$ 138,410.36</u>	<u>\$ 0.67</u>	<u>\$ 93,262.83</u>	<u>\$ 4,645,632.15</u>
Disbursements:								
Accounts Payable Warrants	(1,609,283.49)	(65,935.71)	-	-	(25,518.53)	-	-	\$ (1,700,737.73)
Payroll Warrants	(420,258.20)	-	-	-	-	-	-	\$ (420,258.20)
Milford School District Appro	(2,108,548.00)	-	-	-	-	-	-	\$ (2,108,548.00)
Hillsborough County Appropri	-	-	-	-	-	-	-	\$ -
Escrow Transfers	-	-	-	-	-	-	-	\$ -
Investment Transfers	-	(298,000.00)	-	-	(141,000.00)	-	(3,000,000.00)	\$ (3,439,000.00)
TAN Disbursement	-	-	-	-	-	-	-	\$ -
Suntrust Disbursement	-	-	-	-	-	-	-	\$ -
Bank Charges	(1,284.37)	-	-	-	(106.77)	-	-	\$ (1,391.14)
Voided Checks	2,014.40	-	-	-	-	-	-	\$ 2,014.40
Total Disbursements:	<u>\$ (4,137,359.66)</u>	<u>\$ (363,935.71)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (166,625.30)</u>	<u>\$ -</u>	<u>\$ (3,000,000.00)</u>	<u>\$ (7,667,920.67)</u>
Ending Balance as of 2/28/19	<u>\$ 1,230,632.02</u>	<u>\$ 140,585.02</u>	<u>\$ 59,337.62</u>	<u>\$ 93.47</u>	<u>\$ 11,586.44</u>	<u>\$ 10,663.50</u>	<u>\$ 7,449,669.37</u>	<u>\$ 8,902,567.44</u>


 ALLEN WHITE
 TOWN TREASURER

10. a) Treasurers Report March 2019

TREASURER'S REPORT
TOWN OF MILFORD, NEW HAMPSHIRE
3/31/2019
(unaudited)

	CHECKING ACCOUNT	TOWN CLERK ACCOUNT	ESCROW ACCOUNT	NHPDIP ACCOUNT	DISBURSEMENT ACCOUNT	BAR HARBOR ACCOUNTS	INVESTMENT ACCOUNT	TOTAL
Beginning Balance as 3/1/19	1,230,632.02	140,585.02	59,337.62	93.47	11,586.44	10,663.50	7,449,669.37	\$ 8,902,567.44
Receipts:								
Taxes and Interest	170,506.13	-	-	-	46,620.85	-	-	\$ 217,126.98
Water & Sewer User Fees	271,754.63	-	-	-	19,290.54	-	-	\$ 291,045.17
Other Revenues	309,642.23	326,592.73	-	-	201.00	-	-	\$ 636,435.96
Ambulance	-	-	-	-	70,335.97	-	-	\$ 70,335.97
Recreation	-	-	-	-	3,301.00	-	-	\$ 3,301.00
Escrow Deposit	-	-	150,000.00	-	-	-	-	\$ 150,000.00
Escrow Transfers	-	-	-	-	-	-	-	\$ -
Interest Income	-	-	47.16	0.19	-	0.73	6,954.89	\$ 7,002.97
Investment Transfers	3,541,000.00	-	-	-	-	-	-	\$ 3,541,000.00
TAN Deposit	-	-	-	-	-	-	-	\$ -
Bond Proceeds	-	-	-	-	-	-	-	\$ -
Total Receipts:	<u>\$ 4,292,902.99</u>	<u>\$ 326,592.73</u>	<u>\$ 150,047.16</u>	<u>\$ 0.19</u>	<u>\$ 139,749.36</u>	<u>\$ 0.73</u>	<u>\$ 6,954.89</u>	<u>\$ 4,916,248.05</u>
Disbursements:								
Accounts Payable Warrants	(1,171,160.63)	(77,723.43)	-	-	(5,833.03)	-	-	\$ (1,254,717.09)
Payroll Warrants	(427,005.10)	-	-	-	-	-	-	\$ (427,005.10)
Milford School District Appro	(2,108,548.00)	-	-	-	-	-	-	\$ (2,108,548.00)
Hillsborough County Appropri	-	-	-	-	-	-	-	\$ -
Escrow Transfers	(150,000.00)	-	-	-	-	-	-	\$ (150,000.00)
Investment Transfers	-	(292,000.00)	-	-	(149,000.00)	-	(3,100,000.00)	\$ (3,541,000.00)
TAN Disbursement	-	-	-	-	-	-	-	\$ -
Suntrust Disbursement	-	-	-	-	-	-	-	\$ -
Bank Charges	(1,243.41)	(19,726.96)	-	-	19,720.11	-	-	\$ (1,250.26)
Voided Checks	-	-	-	-	-	-	-	\$ -
Total Disbursements:	<u>\$ (3,857,957.14)</u>	<u>\$ (389,450.39)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (135,112.92)</u>	<u>\$ -</u>	<u>\$ (3,100,000.00)</u>	<u>\$ (7,482,520.45)</u>
Ending Balance as of 3/31/19	<u>\$ 1,665,577.87</u>	<u>\$ 77,727.36</u>	<u>\$ 209,384.78</u>	<u>\$ 93.66</u>	<u>\$ 16,222.88</u>	<u>\$ 10,664.23</u>	<u>\$ 4,356,624.26</u>	<u>\$ 6,336,295.04</u>


 ALLEN WHITE
 TOWN TREASURER

10/03/19