



BEDFORD SCHOOL DISTRICT

School Administrative Unit #25

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To: The Bedford School Board
From: Michael Fournier, Superintendent
Date: February 10, 2020
Re: Bow Lane Request for Water & Sewer Access

Superintendent Recommendation: Should the Board agree that the developer has met the conditions outlined in the 11.13.18 conditional approval, the following motion can be made:

“The Bedford School Board moves to approve the request of 206 Route 101, LLC & Bow Lane Bedford, LLC (Owners) to access water and sewer from the Bedford School District (High School Property) as shown on certain Site Plans, contingent upon fully executed easements, fully executed indemnity agreement, payment of the promised contribution amount, final approval by the Bedford Planning Board, and approval by the Superintendent of Schools.”

On November 13, 2018, the Bedford School Board conditionally approved the following:

BSD agrees to allow developers with the Bow Lane project to connect sewer and water on the BSD property located at the BHS/Lurgio site subject to the following conditions: 1) the project is approved by the Planning Board and all relevant state and local authorities; 2) easements allowing for utility access are acceptable to the BSD administration; 3) natural gas lines being run up County Road and to the SAU offices, McKelvie Intermediate, BHS, and Lurgio at no cost to the BSD; 4) the developer will contribute \$100,000 to the BSD for the purpose of covering BSD legal fees in conjunction with negotiating and recording utility easements and converting fuel burners at McKelvie Intermediate School and the SAU Offices to natural gas, in the event that the legal expenses exceed this, the developer will cover excess costs; 5) the developer will construct sidewalks at the BHS/Lurgio site to be connected to the sidewalk to be installed by NHDOT on the south side of Route 101 at Chestnut Drive and the straightening of Chestnut Drive will be commenced; 6) contingent on legal review by BSD legal staff and sign off by Town Manager and Superintendent of Schools.

The following conditions have been met by the developer:

1. *the project is approved by the Planning Board and all relevant state and local authorities:*

Conditional site plan approval was received by the developer on June 10, 2019 from the Planning Board with 27 conditions. See [Appendix A](#)

2. *easements allowing for utility access are acceptable to the BSD administration;*

The Bedford School District, in conjunction with the Director of Maintenance and Counsel have worked with the developer to establish easements that are acceptable to BSD. See [Appendix B](#)

3. natural gas lines being run up County Road and to the SAU offices, McKelvie Intermediate, BHS, and Lurgio at no cost to the BSD;

BSD has worked with Liberty Utilities & Abutter to establish that the above statement is true. See Commercial Gas Agreements & [Appendix C](#)

4. the developer will contribute \$100,000 to the BSD for the purpose of covering BSD legal fees in conjunction with negotiating and recording utility easements and converting fuel burners at McKelvie Intermediate School and the SAU Offices to natural gas, in the event that the legal expenses exceed this, the developer will cover excess costs;

The developer has agreed to this condition. Amount payable within seven days of board approval. See [Appendix D - #4](#).

5. the developer will construct sidewalks at the BHS/Lurgio site to be connected to the sidewalk to be installed by NHDOT on the south side of Route 101 at Chestnut Drive and the straightening of Chestnut Drive will be commenced

See [Appendix E](#) & [Appendix D - Tab 6](#)

6. contingent on legal review by BSD legal staff and sign off by Town Manager and Superintendent of Schools.

All documentation has been reviewed by the Superintendent, Director of Maintenance and Legal Counsel. Regarding the conditional terms outlined in the November 13, 2018 motion, the Superintendent is satisfied that the developer has met the school district's obligations.

7. Commercial Gas Service Agreements

- a. [Email from Andrew Morgan, Liberty Utilities](#)
- b. [Letter to Bill Foote from Liberty Utilities, 10.25.18](#)
- c. [Commercial Gas Service Agreement RAL/BHS Heat & HW](#)
- d. [Commercial Gas Service Agreement RAL/BHS Kitchen](#)
- e. [Commercial Gas Service Agreement MIS Heat & HW](#)
- f. [Commercial Gas Service Agreement MIS Kitchen](#)
- g. [Commercial Gas Service Agreement SAU Heat & HW](#)

8. Other pertinent information

- a. BSD Estimated Gas Hookup Costs = \$65,000 - [Appendix F](#)
- b. Legal Costs to BSD as of 12.31.19 = \$9,340.00
- c. Site Plan for Bow Lane (Large Print at SAU) - [Appendix H](#)
- d. Apartment Complex-Bedford School Main Ext Plan 10.4.19 - [Appendix I](#)
- e. Updated Utilities Plan - To replace sheet 10 of 30 - [Appendix J](#)
- f. Per Planning Board Condition #15 - [Appendix K](#)
- g. Fiscal Impact Analysis of Bow Lane - [Appendix L](#)
- h. Letter from Developer re: Chestnut Drive - [Appendix M](#)
- i. Sewer Capacity Calculations - [Appendix G](#) & [Appendix N](#)
- j. Oil to Gas Fuel Cost Analysis - [Appendix O](#)