

MEMORANDUM

DATE: February 11, 2019

TO: Board of Selectmen

CC: Mark Bender

FROM: Marti Noel, Assessor

RE: **Land Use Change Tax (LUCT) – 2 parcels**

Map 42 Lot 1 – This LUCT is to remove 5 acres of active area involving the Thomas Lorden Gravel Operation on this site. Statute requires that land that has been disturbed to extract earth materials for sale does not qualify for Current Use (RSA 79-A:7 & Cub 303:03). At present, 5 acres have been disturbed in Phase 1 of a 2 Phase operation. The area being included today is only the 5 acres with an estimated half of the projected earth material to be removed. The property owner has been informed that when materials are depleted and the land has been reclaimed and subsequently meets all Current Use criteria, the owner may again apply to place the land back into Current Use.

The owner has had notice of this action being taken this evening.

Map 45-3-48 – This is another residential parcel on Boynton Hill Rd (Autumn Oaks Development) where construction has begun for a single family residence. Land must be removed from Current Use at the time construction begins.

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

Thank You

MEMORANDUM

DATE: February 11, 2019

TO: Board of Selectmen

CC: Mark Bender

FROM: Marti Noel, Assessor

RE: **2018 Property Abatement Applications
Recommendations for Approval -1**

Property Abatement Application:

As a refresher on the Abatement process, if a property owner feels their assessment is incorrect or inequitable, an abatement application may be submitted to the assessing office between the date the final tax bill is mailed and March 1st of the following year. The deadline for filing for abatement for the 2018 tax year is March 1, 2019.

The deadline for response by the municipality to all abatements timely filed is July 1. If no decision has been made, the abatement is to be considered to have been denied, and the Appellants may begin filing for appeal at the state level, either the BTLA or Superior Court.

The Abatement presented tonight is for land gifted to the Town of Milford for Conservation purposes. The timing of the transaction did not allow time for reclassification of the land to Exempt status, resulting in a tax bill being sent to the previous owners who had donated the land. The Milford Conservation Commission has submitted a request for abatement for the 2nd half portion of the billing to be forgiven.

I recommend the Board Approve the abatement recommended for approval as presented tonight.

Thank You

MEMORANDUM

DATE: Feb 11, 2019

TO: Board of Selectmen

CC: Mark Bender

FROM: Marti Noel, Assessor

RE: **Community Solar Energy System and Payment in Lieu of Taxes (PILOT)**

At Issue:

Mr. Curtis came before the BOS on January 28. He owns farmland containing a large barn and two manufactured homes on Map 5 Lot 35 on Joslin Rd. He is exploring the idea of having a Community Solar Energy system on his property to help lower his electric bills, but also to have overage capacity so that he can be net positive, creating potential income. He is considering something in the vicinity of 100kW capacity.

Mr. Curtis is asking how the town would assess and tax his property once the panels are in place, and is reluctant to pursue in-depth planning without this piece of the puzzle.

Without engineering specs typically provided by a solar design engineer to lay out site usage needs, it is difficult to determine what might fall under the existing exemption, whether a PILOT is appropriate, or whether the panels should be taxable.

Statute requires that whatever the BOS determines as a course of action on one renewable energy generation facility, they must then be consistent with tax treatment of all renewable generation facilities requesting a PILOT. The statute does not differentiate in terms of size, scale or end user purchase agreements of such renewable generation facilities and is inclusive of all renewable energy forms. Other properties possibly affected by a decision would include the BROX property, where voters in March of 2019 will deliberate and decide on whether to agree to allow the BOS to negotiate a land lease for a Renewable (Solar) Energy Generation Facility at that site.

General Information:

I have also inquired of other communities to see if there are any similar systems on private land, but at this point I am unaware of any. In speaking with Mr. Weeks of ReVision Energy, he confirms that he is not aware of any such projects in NH, in large part to the fact that NH Legislation is not as supportive of such projects as other states have been. Proposed legislation this year indicates there may be some changing political opinion on this subject.

Federal rebates at this time are equal to 30% of the installation costs. The rebates are scheduled for step-down decreases to a floor of 10% in the next couple years. This is believed to be both a reflection of the current federal administration's fossil fuel policies and also an acknowledgement that panel costs have

declined significantly over the past several years. There are additional smaller rebate programs available. Mr. Curtis mentioned one returning \$.40 per kilowatt installed. There may be other income tax advantages such as scheduled depreciation for income tax purposes, but that is of no concern for property tax purposes.

Most data indicates an installed system will pay for itself within 8-10 years, regardless of the size.

Solar panels carry a 25 year manufacturer's warranty that panels will be reduced no more than 27% (83% good) by the end of that time. There are reports of installed systems that have lasted significantly longer than that with minimal additional degradation.

Milford's Current PILOTs and Solar Energy System Exemptions

Milford currently has 2 PILOT agreements, one which falls under 72:23-k for Charitable, Nonprofit Housing Projects, and the second under 72:23-l for Charitable purposes by authority of RSA 72:23-n:

Voluntary Payments in Lieu of Taxes. – The governing body of any municipality may enter into negotiations for a voluntary payment in lieu of taxes from otherwise fully or partially tax exempt properties, and may accept from such properties a voluntary payment in lieu of taxes. **Source.** 1996, 208:1, eff. June 10, 1996.

In March, 2016, Milford voters chose to approve a solar exemption up to \$10,000. This amount was determined using anecdotal data available at that time, and based on usage needs of an average single family dwelling. Since then approximately 50 residential solar exemptions have been approved and two full exemptions have been extended to owner-occupied commercial properties where the number of panels was necessarily more but the intent was still to provide renewable energy to satisfy use for a single property.

Discussions at the time the exemption was approved in 2016 focused on encouraging individual usage but specifically intended to exclude commercial renewable energy ventures.

Property Specific: Mr. Curtis Property Map 5 Lot 35

The property consists of approximately 45 acres with 4.9 acres out of Current Use and the remainder in Current Use under either farm use or unproductive category. The area out of current use includes the large barn. Mr Curtis states it is rented for storage or to other business ventures – in other words a non-owner occupied, non-agricultural use. There are also 2 rental manufactured homes on the property. Again, these are non-owner occupied uses.

Mr. Curtis has stated the intent of installing a 100 kW renewable generation facility is partly for his own use, and also to sell the excess energy production. He may eventually decide to include his house which is on a separate lot, but share one electric meter.

Summation

We do not have a PILOT currently in place for renewable generation facilities.

At this time there are two properties that may potentially be affected by such an agreement, but The Board should be aware that whatever terms are agreed to, those terms must apply to all similar properties.

The town does not have ample time to prepare changes to the current exemption and make them available for town consideration and approval as a 2019 warrant article.

The town does not have ample information from Mr Curtis to determine his usage vs the excess.

I used an on-line estimating tool, considering an average monthly electric bill of \$500. The result indicates a 26 kW system would be adequate. Until Mr. Curtis can provide additional, more specific information, this is the only estimate we have at this time.

Recommendation: Mr. Curtis should be eligible for an exemption of \$10,000 as is any other resident in Milford. As we have done with other properties, it should apply for the needs of the property it is placed on, and not be limited to an average 10kW system.

Assessment: Based on an average home usage of 10 kW and an exemption of \$10,000 that would indicate an assessed value of \$1000 per kW. All energy produced beyond the needs of the property should be assessed at that price.

PILOT Recommendation:

I recommend that the land remain fully taxable. The land should be assessed at its market value (equalized).

The panels installed in excess of the needs identified for the property could be eligible for a PILOT agreement. After a discussion between Mark Bender, Mr. Curtis and me on February 6, we suggest the following options:

1. agreeing to a PILOT equal to 50% of the assessed values for all remaining solar panels generating excess energy, representing that there is equal benefit to the taxpayer and to the general community. (Promoting green energy)
2. deciding that there is no benefit to the community in general and assess solar panels at market value.

Applicable Statutes

72:73 Definition of Renewable Generation Facility. – In this subdivision, "renewable generation facility" means a facility which produces electric energy for resale solely by the use, as a primary energy source, of geothermal energy, tidal or wave energy, wind energy, solar thermal energy, photovoltaic energy, landfill gas energy, hydro energy, biomass energy, energy generated from bio-oil, bio synthetic gas, and biodiesel as defined in RSA 362-A:1-a, I, I-a, and I-b, including the land, all rights, easements, and other interests thereto, and all dams, buildings, structures, and other improvements situated thereon which are necessary or incidental to the production of power at the facility. **Source.** 2006, 294:6, eff. April 1, 2006. 2013, 232:1, eff. Sept. 13, 2013.

72:74 Payment in Lieu of Taxes. –

I. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, after a duly noticed public hearing, enter into a voluntary agreement to make a payment in lieu of taxes. A lessee of a renewable generation facility which is responsible for the payment of taxes on the facility may also enter into a voluntary agreement with the municipality in which the facility is located to make a payment in lieu of taxes, provided the lessee shall send by certified mail to the lessor written notice which shall state that the property of the lessor may be subject to RSA 80 should the lessee fail to make the payments required by the agreement. A copy of such notice shall be provided to the municipality in which the facility is located.

II. A renewable generation facility subject to a voluntary agreement to make a payment in lieu of taxes under this section shall be subject to the laws governing the utility property tax under RSA 83-F. Payments made pursuant to such agreement shall satisfy any tax liability relative to the renewable generation facility that otherwise exists under RSA 72. The payment in lieu of taxes shall be equalized under RSA 21-J:3, XIII in the same manner as other payments in lieu of taxes. In the absence of a payment in lieu of taxes agreement, the renewable generation facility shall be subject to taxation under RSA 72.

III. If a municipality that contains more than one school district receives a payment in lieu of taxes under this section, the proceeds shall be prorated to the districts in the same manner as local taxes are prorated to the districts, or in the case of a cooperative school district between the city or town and pre-existing school district.

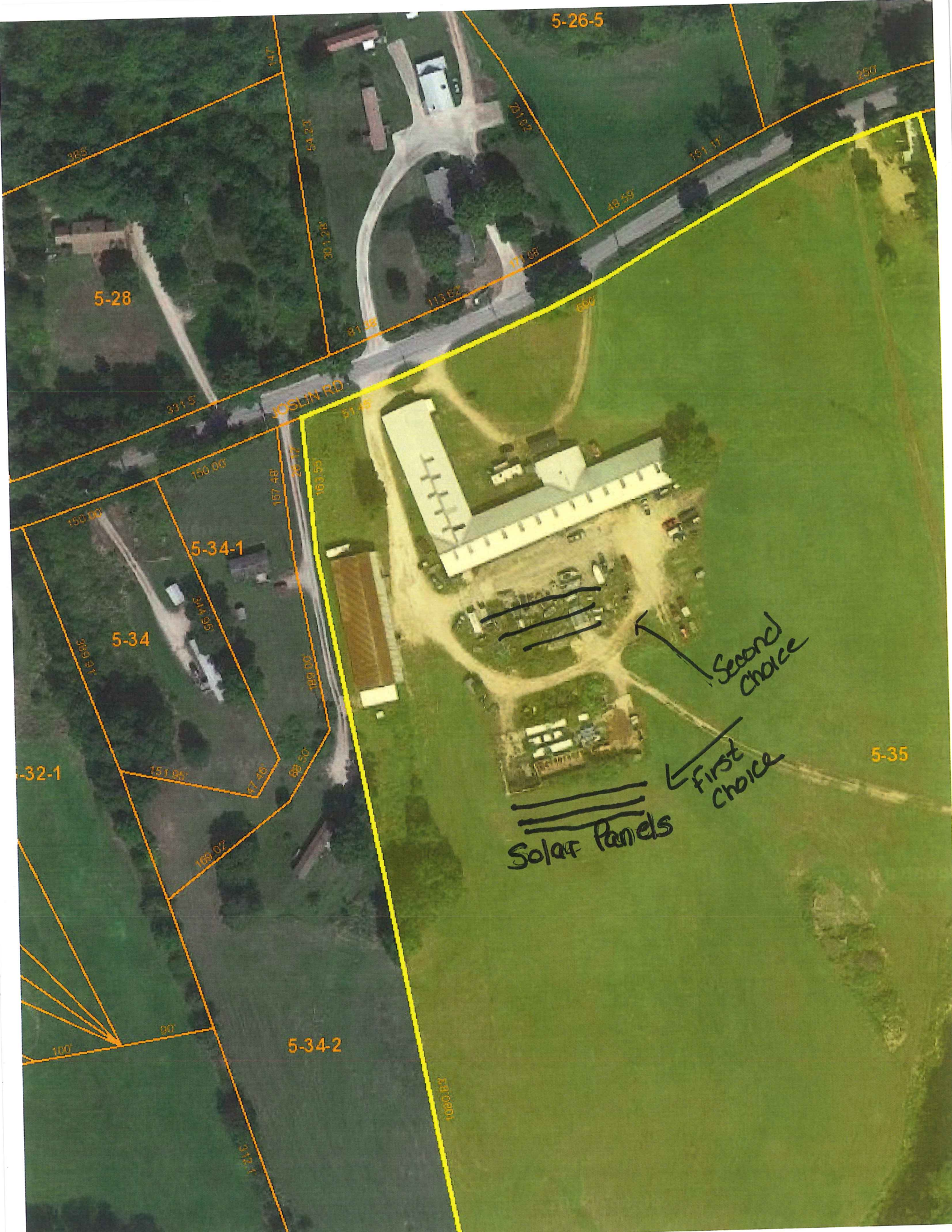
IV. The collection procedures in RSA 80 shall be used to enforce a voluntary agreement to make a payment in lieu of taxes authorized by this section.

V. If a municipality enters into a voluntary payment in lieu of taxes agreement with an owner, or a lessee responsible for payment of taxes, of a renewable generation facility, the municipality, upon the request of the owner, or a lessee responsible for payment of taxes, of any other renewable generation facility located within the municipality, shall offer a comparable agreement to the owner or lessee of such facility.

VI. Except as provided in paragraph VII, no voluntary agreement entered into under this section shall be valid for more than 5 years; however, any such agreement may be renewed or amended and restated for any number of consecutive periods of 5 years or less.

VII. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may agree to a term exceeding 5 years if such term is necessary for the financing of the project or is otherwise advantageous to both parties and both parties agree to such term.

Source. 2006, 294:6. 2007, 113:1, eff. Aug. 10, 2007. 2014, 277:2, eff. July 28, 2014.



5-26-5

5-28

5-34-1

5-34

5-32-1

5-34-2

5-35

JOSLIN RD

Solar Panels

First choice

Second choice

147
393
54.23
301.28
81.98
391.5
150.00
157.48
189.00
151.05
163.07
100
312.1

21.82
113.62
48.59
151.11
51.45
20.17
163.59

250
686

1000.00

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Town of Milford
CONSERVATION COMMISSION



February 7, 2019

Board of Selectmen

RE: Conservation Easement on Mile Slip and Hitchiner Town Forests

To the Board:

The Milford Conservation Commission requests that the Board of Selectmen approve the attached Conservation Easement that will be placed on the Mile Slip and Hitchiner Town Forests. This permanent protection was approved by Milford residents at the 2015 and 2017 Town Votes. The funds to purchase this easement were obtained from grants awarded from the Mooseplate Fund and the Aquatic Resource Mitigation Fund.

The Conservation Easement is a document which governs the activities and uses that can occur on either of these town forests. It allows the Town of Milford to continue to use these properties to harvest timber, engage in agricultural activities, offer quiet passive recreation, or provide educational opportunities. It restricts the Town of Milford from further development on either of these two properties. The Conservation Easement will be held by the New England Forestry Foundation (NEFF). NEFF's role in this land protection is to ensure that the activities at either of these town forests abides by the uses included in the Conservation Easement. NEFF does not have the right to use the property.

Respectfully,

Chris Costantino
Milford Conservation Commission, Alternate

The TOWN OF MILFORD (Grantor) is exempt from the New Hampshire real estate transfer tax pursuant to Rev 802.03. The grantee NHDES is exempt from real estate transfer tax pursuant to RSA 78-B:2, (ii) and NEFF (Grantee) is exempt from the New Hampshire real estate transfer tax pursuant to RSA 78-B:2.

GRANT OF CONSERVATION EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS that the **TOWN OF MILFORD**, a New Hampshire municipal corporation, with a mailing address at One Union Square, Milford, New Hampshire 03055 and its legal representatives, heirs, successors and assigns ("Grantor"), hereby grants, with quitclaim covenants, in perpetuity and exclusively for conservation purposes, to the **NEW ENGLAND FORESTRY FOUNDATION, INC. ("NEFF")**, a Massachusetts nonprofit corporation with its principal office at 32 Foster Street, Littleton, Massachusetts 01460 and its legal representatives, heirs, successors and assigns ("Grantee"),

a Conservation Easement, ("Conservation Easement" or "Easement") with respect to two tracts of land located in the Town of Milford, Hillsborough County, State of New Hampshire, containing, in aggregate, approximately 646 acres, which are described in Exhibit A hereto (collectively, the "Property"). One tract consists of approximately 194 acres (the "Hitchiner Town Forest") as shown on the plan attached hereto as Exhibit A-1 and the other tract consists of approximately 452 acres (the "Mile Slip Town Forest") as shown on the plans attached hereto as Exhibit A-2. All Exhibits are incorporated herein as part of this Conservation Easement, including a Third Party Right of Enforcement granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES**, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, Concord, New Hampshire, 03302, (the "Third Party Holder").

RECITALS

WHEREAS, the Property is predominately forest land of meaningful size and diversity, with important natural resources, including productive soils, diverse wildlife and plant habitats, wetlands, streams, and scenic and open space values (collectively, and hereinafter, the "Conservation Values"); and

WHEREAS, this Conservation Easement limits uses and activities associated with residential, commercial, or industrial development of the Property and related adverse effects on the Conservation Values; and

WHEREAS, conservation of the Property will provide protection for important scenic values for the public using Mile Slip Road in Milford which are dwindling due to recent increases in residential construction in the town; and

WHEREAS, conservation of the Property adds significantly to previously protected lands in Milford, and enhances the magnitude and effect of Milford's conservation and protected open space properties; and

WHEREAS, the Grantor wishes to continue managing the Property and the forest resources thereon for the Grantor's long-term economic benefit, including, without limitation, to ensure that the Property is managed for recreational uses and sustainable production of timber and wood products on a long-rotation basis in accordance with the Guidelines and Plan Elements for the Management Plan (included in Exhibit B) that seek to conserve the Conservation Values; and

WHEREAS, the Grantor and Grantee wish to ensure the Property can be used for scientific and educational purposes aimed at increasing the public's understanding of sustainable forest management and increasing the public's understanding and appreciation of the natural world; and

WHEREAS, New Hampshire's economy is linked closely to its agricultural and forest land resources. In particular, forest resources produce fuel, timber, maple sugar and other forest products, and provide scenic beauty upon which New Hampshire's tourist, recreation, and other industries depend; and

WHEREAS, conservation of the Property provides significant public benefits such as but not limited to the following: (i) development of the Property would lead to or contribute to the degradation of the scenic, natural, and open characteristics of the area; (ii) prohibiting development of the Property and limiting its uses will help prevent habitat fragmentation and creates the potential for restoring or increasing biological diversity and native plant communities; (iii) the Property is an integral part of the scenic character of the local rural landscape; and (iv) this Conservation Easement is consistent with public programs for conservation and recreation in the region such as *Front Doors to Outdoors* and *4th Saturday Hike*; and

WHEREAS, Grantor and Grantee recognize and share the goal of permanently conserving the Property's Conservation Values to prevent any use on, over, or across the Property that could significantly impair or interfere with the Property's Conservation Values; and

WHEREAS, the Property's general condition and Conservation Values are documented in a Baseline Documentation Report dated September 6, 2018 that includes descriptions, maps, digital images and/or photographs to document the Property's condition and its Conservation Values at the time this Easement is recorded (the "Baseline Documentation Report"); and

WHEREAS, the Grantee is an organization described in Section 501(c)(3) and Section 509(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements

of Section 509(a)(1) of the Code. Grantee is a "qualified organization," as such term is defined in Section 170(h)(3) of the Code.

NOW, THEREFORE, Grantor hereby grants to Grantee this perpetual Conservation Easement, an interest in real property defined by New Hampshire Revised Statutes Annotated Sections 476 through 479-B, inclusive, as amended, of the nature and character described herein, which shall be construed in accordance with the laws of the State of New Hampshire. Neither Grantor nor Grantee shall perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

1. Purpose

This Conservation Easement is granted pursuant to: (i) NH RSA 477:45-47, and in compliance with the New Hampshire Aquatic Resources Mitigation ("ARM") Fund Final In-lieu Fee Program Instrument (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142), and (ii) NH RSA 36-A and the authority given by virtue of the passage at the Town of Milford Annual Town Meetings of Article 28 at the 2016 annual meeting and Article 26 at the 2018 meeting of warrant articles expressly authorizing the Board of Selectmen to convey the within easement and is intended to be the form of easement defined in RSA 477:45-47, exclusively for the following Conservation Purposes for the public's benefit: (i) to protect the Property, and its Conservation Values, in perpetuity, in a natural, forested, and open condition; (ii) to promote the conservation of forests, wetlands, natural watercourses, and wildlife thereon; (iii) to protect and enhance the value of abutting and neighboring natural resources, open spaces, and conservation areas; (iv) to permit silvicultural management activities subject to a Forest Management Plan, and (v) to permit recreational, scientific, and educational activities consistent with the terms and conditions contained herein (collectively, the "Purposes").

2. Binding Effect and Prohibited Activities

The Property shall at all times be held, used, and conveyed subject to, and not used in violation of, the following covenants that shall run with the Property in perpetuity, except as expressly set forth in Section 3:

(a) The Property, including without limitation any body of water or stream thereon, shall continue to be used in a predominantly undeveloped and natural condition, and shall not be used for residential, industrial, or commercial uses;

(b) No residential dwelling, building, office, tennis court, artificial swimming pool, driveway or road made of asphalt or other impermeable materials, aircraft landing strip, sign, billboard or other advertising display, mobile home, utility pole, tower, conduit or line, equipment, fixture, trailer, antenna or other temporary or permanent structure or improvement shall be constructed, placed, or permitted to remain on the Property;

(c) No loam, peat, gravel, stone walls, soil, sand, rock or other mineral resource, or natural deposit shall be excavated, dredged, mined, extracted, or removed from the Property;

(d) No trees, shrubs or other vegetation on the Property shall be cut, removed or destroyed;

(e) No soil, fill, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste, construction debris, human waste or sludge, or other similar substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Property;

(f) The Property includes three (3) parcels. The Mile Slip Town Forest contains two (2) parcels and the Hitchiner Town Forest has one (1) parcel. Grantor shall maintain both Mile Slip Town Forest parcels and all interests therein under common ownership as though a single legal parcel. Grantor shall maintain the Hitchiner Town Forest and all interests therein under common ownership. No subdivision, recording of a subdivision plan, partition, or any other attempt to divide any part of the Property into additional parcels shall be permitted without the Grantee's written approval. Any conveyance of all or any portion of the Property, if allowed, shall remain subject to this Easement. This paragraph does not prohibit agreements to resolve bona fide boundary disputes or ambiguities, with the Grantee's prior written consent, which consent shall not be unreasonably withheld.

3. Reserved Rights

Notwithstanding any other provision of this Easement, Grantor reserves the following rights on, over, and under the Property provided they are not inconsistent with the Purposes of this Easement.

(a) The construction, relocation, maintenance, and use of trails, fences, kiosks, bridges, gates, stone walls, woods roads, and rights-of-way (including but not limited to rights associated with silvicultural and non-motorized recreational activities), and, as necessary, desirable to control unauthorized use or to facilitate authorized use of the Property;

(b) The construction, relocation, erection, and maintenance of signs setting forth and describing permitted and prohibited uses of the Property, identifying trails, locations, property boundaries, natural features or similar items, describing natural features, uses, or similar items for educational purposes, or identifying the owner of the Property and the Grantee;

(c) Within the Mile Slip Town Forest, the right to construct, maintain, repair, and replace:

(i) a single-story, non-residential structure, together with an associated well, utilities, and toilet facilities, with a construction footprint not to exceed eight hundred (800) square feet and located within 50 feet of the Mile Slip Parking Area,

(ii) a second, non-residential building to serve in support of the Easement's Purposes with a construction footprint not to exceed four hundred (400) square feet and not served by motor vehicle access or utilities;

(iii) the Mile Slip Parking Area as identified in the Baseline Documentation Report; and

(iv) picnic tables and benches.

The construction and location of such structures shall be subject to the Grantee's prior approval, which approval shall be granted only upon a determination by Grantee that the proposed structures and activities support and do not materially harm this Easement's Purposes.

- (d) Within the Hitchiner Town Forest, the right to construct, maintain, repair, and replace:
- (i) a single-story, non-residential structure, together with an associated well, utilities, and toilet facilities, with a construction footprint not to exceed eight hundred (800) square feet and located within 50 feet of the Hitchiner Parking Area,
 - (ii) a second, non-residential building to serve in support of the Easement's Purposes with a construction footprint not to exceed four hundred (400) square feet and not served by motor vehicle access or utilities;
 - (iii) the Hitchiner Parking Area as identified in the Baseline Documentation Report; and
 - (iv) picnic tables and benches.

The construction and location of such structures shall be subject to the Grantee's prior approval, which approval shall be granted only upon a determination by Grantee that the proposed structures and activities support and do not materially harm this Easement's Purposes.

(e) The right to conduct, or permit others to conduct, sound silvicultural uses of the Property, including the right to commercially harvest forest products, conduct maple sugaring operations, and conduct related or similar forest product operations (hereinafter "Forestry Activities") in accordance with a Forest Management Plan (hereinafter the "Management Plan"). The Management Plan for the Property shall be prepared by a professional forester licensed to practice forestry in the State of New Hampshire who shall certify in writing that the Management Plan and all related amendments and updates comply with the terms of this Easement. The Guidelines and Plan Elements for the Management Plan are attached hereto as **Exhibit B**. The Management Plan shall provide for management of the Property in a manner consistent with generally accepted "Best Management Practices," as those practices may be identified based on recognized scientific evidence from time to time by appropriate governmental or educational institutions, and in a manner consistent with this Easement's Purposes and not wasteful of soil resources or detrimental to water quality or conservation. A Management Plan shall be completed before any Forestry Activities occur on the Property. The Grantor shall update the Management Plan at least every ten years thereafter. The Management Plan, and subsequent updates or amendments, shall be submitted to Grantee.

No Forestry Activities, road construction, soil disturbance, herbicide or pesticide use shall occur within 100 feet of streams and wetlands (hereinafter "Buffers"), unless such activities are required to provide reasonable access for Forestry Activities on the Property or to support this Easement's Purposes. Existing roads within Buffers, as identified in the Baseline Documentation Report, may be maintained in a manner that minimizes degradation of water quality and aquatic habitat.

All timber, products, and all funds related to, derived from, and/or arising from Forestry Activities are and shall remain the Grantor's property.

- (f) The right to control public access on the Property;

(g) The right to conduct or allow to be conducted "outdoor recreational activities" on the Property. Outdoor recreational activities shall include but not be limited to hiking, running, snowshoeing, hunting, fishing, trapping, bicycling, skiing, nature studies, horseback-riding, and

other similar forms of recreation and activities that expand human knowledge and appreciation of wildlife, forest management, and the natural world, provided that the volume, timing and manner of such uses are consistent with the Purposes. The use of recreational motorized vehicles is prohibited on the Property, except for access from a public road to the parking area on a trail designated by the Grantor. Snowmobiles may be used in such areas and in such a manner and at such times which may be regulated by Grantor. This Section 3(g) shall not be construed to prohibit the use of motorized vehicles by the Grantor or as necessary or useful in the accomplishment of the forestry, conservation, or habitat management uses of the Property provided that such use does not materially harm the Purposes.

4. Prior Notice to the Grantee

The Grantor agrees to notify the Grantee in writing sixty (60) days in advance of its exercise of any activities requiring Grantee's approval. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency of such activities with this Easement's Purposes. Approval shall not be unreasonably withheld, but shall be granted only upon a showing that the proposed activity shall not have a deleterious impact on the Easement's Purposes.

5. Resolution of Disputes

Either party may bring an action at law or in equity in any court of competent jurisdiction to resolve any dispute concerning the provisions of this Easement. Such action may include seeking a temporary or permanent injunction, or obtaining other relief as appropriate. Nothing in this section shall prohibit the parties from mutually agreeing on alternate forms of dispute resolution.

6. Breach of Easement

(a) If the Grantee determines that a breach of this Easement occurred or is threatened, the Grantee may notify the Grantor in writing of such breach.

(b) The Grantor shall, within thirty (30) days after receipt of such notice, begin to undertake those actions, including restoration, reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.

(c) If the Grantor fails to perform its obligations under Section 6(b), the Grantee may undertake an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, and/or to require the Grantor to restore the damaged Property.

(d) If the Grantee determines that this Easement's Purposes are in immediate danger of irreparable harm, the Grantee may pursue any and all of its remedies under this Section 6 without prior notice to the Grantor or without waiting for the period provided for cure to expire.

(e) The Grantee shall be entitled to take action against and to recover damages from the party

directly or primarily responsible (including third parties) for a breach of this Easement or for damage to this Easement's Purposes. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(f) Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, legal fees, and all costs of restoring the damaged Property, shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own legal fees and other costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Easement and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable legal costs and other costs in defending the action.

(g) Forbearance by the Grantee in exercising its rights to enforce this Easement shall not be construed to be a waiver of the Grantee's other rights herein. No delay or omission by the Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

(h) Nothing contained in this Easement shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The parties to this Easement agree that in the event of damage to the Property from acts beyond the Grantor's control, that if it is desirable that the Property be restored, the parties will cooperate in attempting to restore the Property if feasible.

7. Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

(a) Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

(b) Grantor shall be solely responsible for the Property's upkeep and maintenance.

(c) The Grantor agrees to release, hold harmless, defend and indemnify the Grantee from any and all liabilities including, but not limited to, injuries, losses, damages, judgments, costs, expenses, and fees which the Grantee may suffer or incur as a result of, arising out of, or connected with:

(i) the activities of the Grantor only on the Property, other than those caused by the negligent acts or acts of misconduct by the Grantee; or,

- (ii) violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation, or requirement of the Grantor only affecting, involving, or relating to the Property.

(d) Grantee shall have the right and obligation to enforce compliance with the terms of this Easement.

8. Access

There is granted to the Grantee and its representatives the right to enter upon the Property at reasonable times and in a reasonable manner for the purposes of inspecting the Property for compliance with the terms of this Easement.

9. Access for Scientific and Educational Purposes

This Easement grants the Grantee and its agents the right to enter upon and to permit the public to enter upon the Property with advance notice to and the approval of Grantor, which approval shall not be unreasonably withheld, for scientific and educational projects designed to educate the public about forest management practices, and to increase the public's understanding and appreciation of the natural world.

10. Proceeds from Extinguishment or Condemnation

(a) If circumstances arise in the future that render this Easement's Purposes impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. If any change in conditions ever gives rise to full or partial extinguishment or other release of this Easement, then Grantee shall be entitled to a portion of the proceeds in accordance with Section 10(b) below, subject to any applicable law which expressly provides for a different disposition of proceeds.

(b) Grantor and Grantee agree that this Easement gives rise to a property right, immediately vested in Grantee. This property right has a fair market value that is at least equal to the proportionate value determined by dividing the value of this Easement by the Property's unencumbered value. For the purposes of this Section 10, the value of this Easement and the value of the Property unencumbered by this Easement shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment. The cost of any such appraisal shall be shared equally by Grantor and Grantee.

(c) Whenever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses reasonably incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares equal in proportion to the ratio established under Section 10(b) hereto, with Grantee's share capped at 50% of the Property's appraised value (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken).

(d) Whether terminated, extinguished, or taken by eminent domain or other act of public authority, in whole or in part, Grantee shall use its share of the proceeds: (i) in a manner consistent with the Purposes set forth herein, and (ii) if possible and within five (5) years to protect other lands in the Town of Milford in cooperation with the Town of Milford's Conservation Commission.

11. Subsequent Transfers

The Grantor shall incorporate by reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of the Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

12. Assignment of Easement

(a) This Easement shall run with the Property in perpetuity and shall be enforceable against the Grantor, its legal representatives, heirs, successors or assigns holding any interest in the Property.

(b) The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement including, but not limited to, the right to re-record this Easement or to record a notice making reference to the existence of this Easement. The Grantor hereby appoints the Grantee as its attorney-in-fact to execute, acknowledge, and deliver any such instruments on its behalf. Without limiting the foregoing, upon the Grantee's request the Grantor agrees to execute any such instrument assuring the perpetual enforceability of this Easement.

(c) The benefits of this Easement shall be in gross and the Grantee shall not assign them, except in the following instances and from time to time:

- (i) as a condition of any assignment, the Grantee requires that the Purposes of this Easement continue to be enforced;
- (ii) the assignee, at the time of assignment, qualifies under Sections 501(c) (3) and 170(h) of the Internal Revenue Code of 1986 (as amended or replaced, "the Code") and applicable regulations thereunder is an eligible successor Grantee of this Easement directly, or otherwise qualifies as a qualified Grantee of this Easement under the applicable laws of the State of New Hampshire; and
- (iii) if Grantee ever ceases to exist or no longer qualifies under applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

13. Environmental Warranty

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee and the Third Party Holder to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any corresponding state and local statute or ordinance.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee and the Third Party Holder against, and hold Grantee and the Third Party Holder harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

14. Third Party Right of Enforcement

(a) If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the Third Party Holder shall have all the rights heretofore granted to the Grantee to enforce this Easement as provided in Section 6 above. All reasonable costs of such enforcement shall be paid by the Grantor.

(b) Subject to the Grantor and Grantee's approval following notice to Grantor and Grantee as provided in Section 20, the interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Grantee's or Third Party Holder's assignee or transferee as specified in Section 12 above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

15. Amendment

In the event that unforeseen circumstances arise that in the judgment of the Grantor and the Grantee justify the modification of this Easement, the Grantor and Grantee, by mutual consent, may amend this Easement; provided that any such amendment shall be subject to all applicable administrative approvals, if any, as well as the approval of the Charitable Trust Division of the NH Office of the Attorney General and, to the extent applicable, any court of competent jurisdiction, and any such amendment is recorded in the Hillsborough County Registry of Deeds. The Grantor

and the Grantee shall together notify the Third Party Holder sixty (60) days prior to taking any action under this section.

16. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate, or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

17. Severability

If any provisions of this Easement shall to any extent be held invalid, the enforceability of the remainder of this Easement shall not be affected, and shall continue in full force with effect.

18. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect and uphold the Purposes of this Easement and the policy and purposes of New Hampshire RSA 477:45-47. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

19. Notices

All notices pursuant to this Easement shall be given in writing to the following persons by certified mail, return receipt requested:

Grantor:

Milford Board of Selectmen
One Union Square
Milford, New Hampshire 03055
Telephone: (603) 249- 0602

Third Party Holder:

Department of Environmental Services
29 Hazen Drive
Concord, New Hampshire
Telephone: (603) 271-3556
Facsimile: (603) 271-2629

Grantee:

New England Forestry Foundation, Inc.
32 Foster Street - P.O. Box 1346
Littleton, Massachusetts 01460
Telephone: (978) 952-6856
Facsimile: (978) 952-6356

20. Baseline Documentation Report

The Grantor and Grantee agree that the Property's general condition and Conservation Values are documented in the Baseline Documentation Report, original copies of which are held by the Grantor and the Grantee. The Baseline Documentation Report includes descriptions, maps, digital images and/or photographs, and other documentation. The Grantor and Grantee agree and certify that the Baseline Documentation Report provides an accurate representation of the Property's condition and its Conservation Values at the time this Easement is recorded. The Baseline Documentation Report is intended to serve as an objective information baseline for monitoring compliance with the provisions of this Easement.

21. Entire Agreement

This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement.

22. Effective Date

This Easement shall be effective when it is executed by the Grantor, the Grantee, the Third Party Holder, and it has been recorded in the Hillsborough County Registry of Deeds.

The remainder of this page is intentionally blank. Signature pages follow.

TO GRANT, HAVE, AND TO HOLD said Easement, with all the privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its own use and behoove forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of January 2019.

Grantor: TOWN OF MILFORD

By: BOARD OF SELECTMEN

STATE of NEW HAMPSHIRE

Hillsborough, ss.

On this ___ day of January 2019, personally appeared before me the above-named Kevin Federico, Gary Daniels, Mike Putnam, Laura Dudziak, and Paul Dargie, duly elected members of the Town of Milford Board of Selectmen, and acknowledged the foregoing instrument to be their free act and deed, before me,

Notary Public/Justice of the Peace
My Commission Expires:

ACCEPTANCE OF GRANT OF CONSERVATION EASEMENT

The above Conservation Easement is accepted this ____ day of January 2019.

Grantee:
NEW ENGLAND FORESTRY FOUNDATION, INC.

By: _____
Robert Perschel, Executive Director, Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this ___ day of January 2019 before me, the undersigned notary public, personally appeared Robert Perschel, Executive Director of the New England Forestry Foundation, Inc., personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

CONVEYANCE OF THIRD PARTY RIGHT OF ENFORCEMENT ACCEPTED:

STATE OF NEW HAMPSHIRE, ACTING THROUGH
THE NEW HAMPSHIRE DEPARTMENT OF
ENVIRONMENTAL SERVICES

By: _____

Name: Clark B. Freise
Title: Assistant Commissioner
Hereunto Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on this _____ day of January 2019 by Clark B. Freise, Assistant Commissioner of the State of New Hampshire Department of Environmental Services, whose identity was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me OR
- The following identification documents:
 - Driver's license
 - Passport
 - Other

Notary Public/Justice of the Peace

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

Property Description

Three (3) tracts of land located in Milford, Hillsborough County, New Hampshire:

- A. One (1) tract known as the **Hitchiner Town Forest**, as shown and identified as “Total Area 193.805 Acres” on an unrecorded survey plan entitled “Boundary Plan of Land Belonging to Hitchiner Manufacturing Co., Inc. prepared by Allan H. Swanson, Inc.,” dated June 19, 1979 (reduced copy attached as Exhibit A-1), and described in deed to the Town of Milford recorded on November 26, 1985 in Book 3421, Page 526.
- B. Two (2) tracts known as the **Mile Slip Town Forest**, together containing approximately 452 acres, as shown and identified as “NEW MAP 50/LOT 9 7,921,789 SF 181.86 ACRES” on a plan entitled “Consolidation Plan Map 50/Lot 9 & Map 55/Lot 1, 2, 3, 4, & 5, Mile Slip Development LLC” prepared by Sandford Surveying and Engineering, dated August 24, 2005 and recorded as Plan 34152 sheets 1 and 2 (reduced copies attached as Exhibit A-2), both tracts more particularly described in deed to the Town of Milford recorded on August 24, 2005 in Book 7531, Page 2372.

The Hitchiner Town Forest and Mile Slip Town Forest together containing in the aggregate 646 acres, more or less.

Notes:

- A. The Hitchiner Town Forest tract is shown and identified on the Town of Milford tax assessors maps as Map-Lot 46-2 (193.8 acres), and
- B. The Mile Slip Town Forest tracts are shown and identified on the Town of Milford tax assessors maps as Map-Lot 50-9 (181.86 acres) and Map-Lot 55-5 (270.39 acres).

EXHIBIT A-1
Plan of HITCHINER TOWN FOREST

(Not recorded, see Baseline Documentation Report for larger copy)

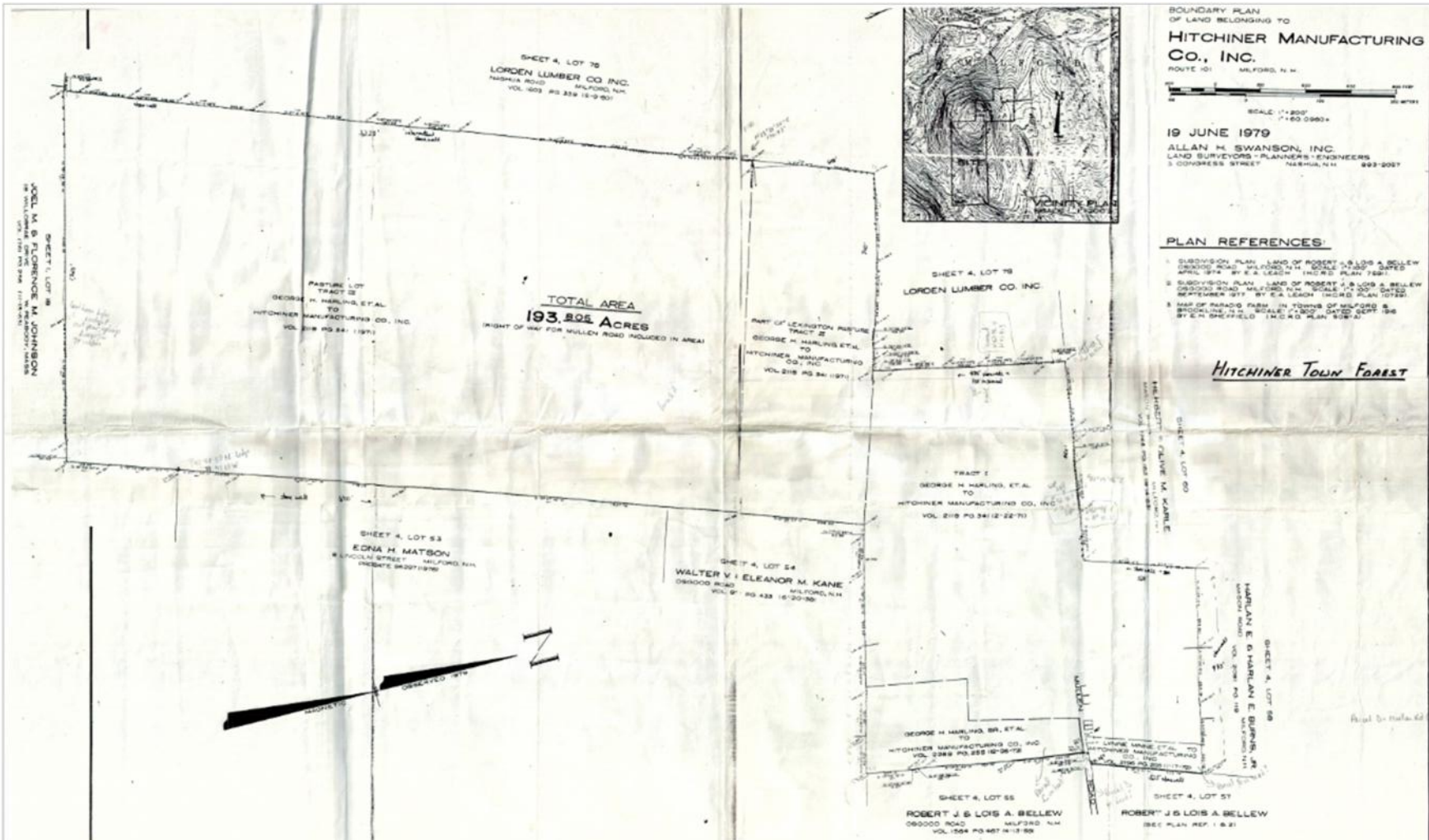


EXHIBIT B

Forest Management Plan Guidelines and Required Plan Elements

I. Guidelines

The goal is to practice sustainable forest management on the Property, which recognizes the importance of all ecological components and values and incorporates them into management policies, plans, and decisions. The following subsections are components to be considered when practicing sustainable forest management.

The Grantor and Grantee recognize that their understanding of forest ecosystems and how they function is incomplete. It is important to periodically incorporate relevant advances in scientific knowledge into the sustainable forest management program.

Sustainable Timber Production

Grantor will use silvicultural systems, which enhance or maintain the value of the timber asset and provide for a sustained yield of forest products while recognizing that ecological, aesthetic, wildlife, and other non-timber values are important components of the forest. Silvicultural prescriptions should be based on sound scientific knowledge and tailored to individual stand conditions. They will strive to maintain stands in a well-stocked, productive condition and promote the diversity of natural forests in both species and structure. The full range of silvicultural prescriptions are available for use on the property where appropriate, and include even-aged and uneven-aged systems such as seed tree, shelterwood, clearcut, individual selection and group selection harvest systems. Management of the timber resource shall not eliminate key ecosystem elements.

Forest Diversity

Grantor's goal is to use forest management practices that will maintain or enhance forest wildlife diversity. A healthy wildlife habitat requires that structural and compositional components be maintained in a vigorous and productive condition. The forest management plan will identify areas of unique importance and employ means for assuring their retention and health.

Riparian Habitats

The Grantor's goal is to maintain functional watercourses, wetlands and wildlife habitat with the retention of riparian ecosystems. Best management practices shall be employed to minimize impacts to these areas.

Wildlife Management

The Grantor's goal is to sustain forest vitality in an economical manner to maintain healthy wildlife habitats. Wildlife management practices are routinely incorporated into timber

management activities to retain or create desirable features including riparian habitat, wildlife cavity trees, mast availability, logs and brush for shelter, promoting vertical and horizontal diversity, vernal pools, coarse woody debris and featured species management. Wildlife management considers all species of wildlife, beyond game and socially important species.

Unique or Fragile Natural Areas

The Grantor's goal is to maintain functional ecosystems that include unique or fragile natural areas. Certain conservation agencies that monitor rare, threatened, endangered, or special concern species are valuable partners in this effort and may help identify these locations and provide technical advice about management practices.

Pesticide and Herbicide Use

The Grantor's goal is to implement management practices designed to minimize or eliminate use of pesticides. In all cases the use of pesticides or herbicides will be conducted in compliance with all local, state and federal laws and regulations.

Invasive species

The Grantor's goal is to reduce or eliminate these species from the property where appropriate and possible. Mechanical and chemical means of control are viable tools to reduce the threat of invasive species. The introduction and spread of non-native plants with invasive tendencies is a current and growing concern.

Aesthetic Resources

The Grantor's goal is to maintain aesthetic quality in order to maintain or enhance the value of the Property. Aesthetic quality is important to maintaining the value of the forest asset.

II. Required Plan Elements

The Management Plan shall include, at a minimum, the following elements:

- (1) The property's current owner(s), including then current mailing address(es) and telephone number(s),
- (2) The property tax assessor's map number and lot/parcel number, the property's total acreage, and acreage subject to this, or any other restriction or easement;
- (3) The deed book and deed page from the Registry of Deeds, and reference to any approved or pending subdivision plan, or any other division of the property's ownership interests;
- (4) A history of the property and its management, including forestry or agricultural activities engaged in during the previous ten years;
- (5) An inventory of forest resources, including: species, quality, age class distributions, growth rates, potential harvest volumes and values;

- (6) A forest type map, an appropriately scaled and accurate map, which shall delineate: the property's boundaries, forest types, estimated locations of any threatened or endangered animal and plant species, unique (geological, hydrological, historical, and cultural) features, existing roads and other access to the property, soil types, topography, and aspect;
- (7) A description of the property's abutters and any other protected land(s), including areas protected for natural, scenic, forested, agricultural, historical, open space, conservation, or wildlife purposes within a reasonable distance of this property;
- (8) A description of the owner's management objectives and practices for the following ten-(10) year period, which shall provide for the maintenance and improvement of the overall quality of the timber resource, the maintenance or improvement of soil productivity and the conservation of water quality;
- (9) To the extent that the Grantor desires to continue to conduct forestry activities on the Property, the management plan shall be reviewed and updated every ten years after consultation with a licensed professional forester or by another individual with written approval of Grantee; and
- (10) Certification by the professional forester licensed to practice forestry in the State of New Hampshire who prepared the Management Plan that it complies with all terms of this Conservation Easement.

Board of Selectmen
Agenda Date: 2/11/19

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

Source	Amount	Purpose
HealthTrust	\$1,000.00	Donation to the Milford Administration Department for the Town Wellness Campaign Special Purpose Fund. See attached memo.
HealthTrust	\$ 500.00	Donation to the Milford Fire Department for the Town Wellness Campaign Special Purpose Fund. See attached memo.

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

None at this time.

4. a) 1) 31:95 Acceptance and Appropriation of Unanticipated Revenues under \$10,000
Donation from Health Trust to the Milford Fire Department Wellness Campaign - \$500
Donation from Health Trust to the Milford Administration Department Wellness Campaign - \$1,000

TOWN OF MILFORD

OFFICE OF THE SELECTMEN

TO: Board of Selectmen
FROM: Tina M. Philbrick, Executive Assistant
DATE: January 23, 2019
SUBJ: Coordinator Reward Money



The Town of Milford's Administration Department has received a check in the amount of \$1,000 as a coordinator award from HealthTrust.

Members of the Wellness Committee attended a Wellness Seminar on 01/23/19 and as coordinators for the town, received the incentive monies to be spent at their discretion on wellness activities to benefit town employees.

Thank you

Tina M. Philbrick
Executive Assistant



Fire Department MEMORANDUM

TO: Board of Selectmen, Finance

FROM: Jodie Gaffney - Milford Fire Department

DATE: 01/29/19

SUBJECT: HealthTrust

Please accept Check # 623435 for \$500.00 From HealthTrust for the Wellness Committee.

I attended the Wellness Coordinator 2019 Seminar and am a Wellness Coordinator for the 2019 year on behalf of Town of Milford. Please deposit said check in the Town Wellness Campaign Account :

48274-470820

Sincerely,

Jodie Gaffney

Town Status Report – February 11, 2019

Finance Director Position – We started our search for a new Finance Director. The position was advertised in the Sunday edition of two local newspapers, posted with NHMA, NHGFOA, NESGFOA, the town website and other online recruiting tools. Responses are due March 15, 2019.

Monuments Committee – As requested by the selectmen, the Vietnam Memorial Committee membership has been expended with additional volunteers and including the veteran community. Members now include:

- Jerry Guthrie, Resident/Veteran – Committee Chairperson
- Paul Bartolomucci, Recreation Commission
- Lincoln Daley, Community Development/Committee Secretary
- Rodney Dellafelice, Conservation Commission
- Douglas Cave, VFW/Veteran
- Jay Duffy, Resident
- John Moro, Resident
- Wayne Mosier, VFW/Veteran
- Brendan Philbrick, Property Owner
- Troy Swanick, Public Works Department
- Paul Taylor, Resident/Veteran
- John Weidman, Professional Sculptor/Technical Advisor

Lincoln Daley's memo dated February 7, 2019 outlines the committee purpose and is included in your packet. You will also note that the committee scope will include the Freedom Memorial, but the Vietnam Memorial will have priority.

We ask the selectmen to formally appoint the committee members.



Community Development Office

To: Board of Selectmen
Mark Bender, Town Administrator

From: Lincoln Daley, Director of Community Development
Jerry Guthrie, Vietnam Memorial Committee Chair

Date: February 7, 2019

Subject: Vietnam Memorial Committee Membership and Purpose

The purpose of this agenda item is to support the recommendations of the Committee and formally appoint the individuals/representatives listed below.

Formed in 2017, the Vietnam Memorial Committee's purpose is to present to the Board of Selectmen a design and location of a Vietnam War Memorial and the ability to raise money through donations, fund raisers, grants for the construction of the project. The project has been expanded to include the design for a potential second memorial, the Freedom Memorial. However, prioritization of the Committee will be to complete the Vietnam Memorial.

The memorials honor all those men and women from Milford and beyond whose service to their country demonstrated the hope, freedom, equality, honor, and loyalty. In particular, the memorials seeks to honor those whose service and experience was from the war in Vietnam and acknowledgement of our nation's ongoing commitment to fighting terrorism.

At the December 17, 2018 public meeting, the Board of Selectmen recommended that the Vietnam Memorial Committee expand its membership to include additional stakeholders and receive more input/involvement from the Veteran community. Efforts by the Vietnam Memorial Committee to reach out to the various stakeholders were well received and a number of interested individuals volunteered to be become members. Below please find the complete list of Committee members for consideration by the Board of the Selectmen for formal appointment.

Members:

Jerry Guthrie, Resident/Veteran – Committee
Chairperson

Paul Bartolomucci, Recreation Commission

Lincoln Daley, Community Dev./Committee
Secretary

Rodney Dellafelice, Conservation Commission

Douglas Cave, VFW/Veteran

Jay Duffy, Resident

John Moro, Resident

Wayne Mosier, VFW/Veteran

Brendan Philbrick, Property Owner

Troy Swanick, Public Works Dept.

Paul Taylor, Resident/Veteran

John Weidman, Professional Sculptor/Technical
Advisor.

Kevin is excused because he's running for office.

**Schedule of Selectmen at Polling/Voting Location
(RSA's 658:23, 658:24, & 659:9)**

Date of Vote: Tuesday, March 12, 2019

Location of Vote: Milford Middle School, 33 Osgood Road

5:00 am: Café on the Oval Breakfast (invitation from Pete Basilere to poll workers)

6:00 am: Polls Open

Selectman that will be present

6:00 am – 7:00 am:	_____	_____	_____
7:00 am – 8:00 am:	_____	_____	_____
8:00 am – 9:00 am:	_____	_____	_____
9:00 am – 10:00 am:	_____	_____	_____
10:00 am – 11:00 am:	_____	_____	_____
11:00 am – 12:00 pm:	_____	_____	_____
12:00 pm – 1:00 pm:	_____	_____	_____
1:00 pm – 2:00 pm:	_____	_____	_____
2:00 pm – 3:00 pm:	_____	_____	_____
3:00 pm – 4:00 pm:	_____	_____	_____
4:00 pm – 5:00 pm:	_____	_____	_____
5:00 pm – 6:00 pm:	_____	_____	_____
6:00 pm – 7:00 pm:	_____	_____	_____
7:00 pm – 8:00 pm:	_____	_____	_____

8:00 pm (Three Selectmen must be present to close polls and sign ballot boxes):

Mike Putnam, Laura Dudziak, Gary Daniels and Paul Dargie

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

January 28, 2019

PRESENT: Kevin Federico, Chairman
 Gary Daniels, Vice Chairman
 Mike Putnam, Member EXCUSED
 Laura Dudziak, Member
 Paul Dargie, Member LATE

Mark Bender, Town Administrator
 Tina Philbrick, Recording Secretary
 Hazen Soucy, Videographer

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

INSTRUCTIONS: Chairman Federico 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 Federico 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. - Request to Appoint Mary Burdett as a Full Member of the Recycling Committee.**

Chairman Federico said on behalf of the Board he would like to thank Mary for volunteering. In Mary's letter she stated that the outdoors environment has always been important to her. While bringing up her family, she tried to install reuse, recycle and protect our earth. Being a nurse, she also understands how we impact our communities with how we care for our environment. Selectman Dudziak moved to appoint Mary Burdett as a full member to the Recycling Committee. Selectman Daniels seconded. All were in favor. The motion passed 3/0.

5:35 p.m. - Request to Appoint Peter Basiliere as an Alternate Member of the Planning Board

Chairman Federico said on behalf of the Board he would like to thank Peter for volunteering. Peter has been active in town serving as a member of the Lions and Rotary Club. He's been the President of the Wadleigh Library Development Fund for many years, served on the School Board, and is currently the town's and the school district's moderator for the past 11 years. Selectman Daniels moved to appoint Peter Basiliere as an alternate member to the Planning Board. Selectman Dudziak seconded. All were in favor. The motion passed 3/0.

5:40 p.m. - Solar Project Discussion Map 5 Lot 35 Joslin Road – Thomas Curtis and Assessing Director Marti Noel

In summary, Tom is thinking of installing a 100 kW solar farm behind his barn, Map 5 Lot 35, Joslin Road. He is concerned about how this system will be taxed for property taxes and if he qualifies under the current exemption. If he has to pay the town a larger amount in taxes, it doesn't make sense to do it. He's proposing a hybrid system which will initially be used in part for his Barn/Storage building, but may eventually be extended to his home, other family members homes located across the street and on other parcels, with excess production sold back to the Electric provider, (Eversource). He is looking at incentives from the Federal Government and different programs to make it feasible. He plans to buy an electric car and convert to electric heat. He would like to know if the Board is amendable to a PILOT for his proposed project. At this time, Tom doesn't have any specifications or engineering documentation for the Town to measure what the personal usage and what the commercial (for profit) use is.

Marti said as far as she knows any excess panels above what would be necessary for personal usage would be taxable with an estimated assessed value of \$1,000 per kW. Other communities with this size or greater have been on Municipal land and they don't pay taxes under a pilot.

Administrator Bender asked what the incentive from the Federal Government was. Tom said 25%. He heard they might reduce it next year by 4% and he needs to have the application in by April 2nd to be on this year's account. Selectman Daniels asked if a farm has to be a specific size to fit into a PILOT. Marti said it's up to the Board, but not that she's aware of. Tom said that Marti claimed a 100kW solar farm puts it into the commercial bracket. Marti said with the new zoning changes being proposed, they are following the 100 kW for commercial size, per state guidelines. Tom asked if he came in with a proposal of 99 kW would it be considered not commercial. If he can't do 100 kW is there a number he can do that would fit into a PILOT that isn't taxable.

Administrator Bender asked if Tom wanted to do a PILOT to reduce the amount of property taxes due or try to come up with a solution that there are no property taxes. We would all like no property taxes but this would be an improvement to the property. Tom said it's an improvement but it's also a piece of equipment that would be worthless in 25 years. It would be more like a mobile home. Marti said mobile homes are taxed. Tom said this would be spikes in the ground, not cemented in. Administrator Bender asked if Tom had a number that would make sense. Tom said no. He could make changes to where the solar could go if needed.

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 1/28/2019

61 Marti said Community Development is proposing a residential Solar system is 10 kW. Agricultural solar has no restrictions,
62 Community Solar is 100 kW or less and Commercial Solar is 1 megawatts or less. Marti referred to the definition of com-
63 mercial and community solar.

64
65 Chairman Federico said more details are needed on both sides. He agrees that the conversation is worth having. Administra-
66 tor Bender asked when the paperwork had to be in. Tom said his application has to be in their office by April 2nd and it
67 takes a month to put the paperwork together. It also takes time to come up with a contract; he only has proposals at this
68 point. Selectman Daniels suggests we have all the information we need prior to the next meeting on February 11th. Tom
69 asked if a PILOT program a possibility. Chairman Federico said it's a possibility but we need more information. Marti said
70 this would be a consideration Town wide. Tom said he would get more information. Administrator Bender said they
71 would research and if Tom has any additional information prior to the next meeting it would be appreciated.

72
73 **5:55 p.m. - Oval Parking Discussion – Aaron Kaplan A&D Computer** – In summary, Aaron has concerns about parking
74 on the Oval. This been an ongoing problem for years. It's gotten worse in the past four months, there hasn't been any park-
75 ing and people/customers have to drive around. He understands there are multiple businesses under construction including
76 the Fire Station, which is hurting businesses even though it's temporary. More restaurants are moving to the oval, with new
77 Town employees and citizens conducting business with the Town hall daily. Town Hall utilizes a huge amount of parking.
78 He mentioned that the Town had an agreement with a local business owner for employees to park away from the Town hall
79 but it expired. He went to a meeting with Community Development and suggested demoing the buildings at the Library to
80 open it up to public parking. The buildings are now demolished and now there are signs up for no parking, or you will be
81 towed. The Library Trustees had concerns about obtaining funding for parking in their lot. He suggested if everyone got
82 together to come up with the funding, would they be willing to open up an area at the Library for downtown parking. He
83 showed the Board pictures of empty parking spaces at the Library during the day. He doesn't mind the Library putting up
84 event parking signs if needed so people wouldn't park there during their events. The library purchased the two properties
85 previously on their lot for around \$300,000 and after they were removed, the spaces are empty. No parking affects people
86 coming into Milford as well as merchants. You can use the library parking after hours but it doesn't help. Something should
87 be done; you're going to see some major issues. He suggests expending some money and get some contractors in to get
88 estimates on paving and come to an agreement with the Trustees.

89
90 Selectman Daniels asked if Aaron meet with the Library Trustees. Aaron said yes. They had concerns about obtaining
91 funding for parking. Their focus is on the Library renovation project and nothing will happen in the meantime. It isn't a
92 good efficient use of tax payer's money. Selectman Daniels said the Trustees control that land, the Board doesn't have any
93 say about it. Aaron said one of the properties says, Town of Milford and the other property said Town of Milford to be
94 managed by the Trustees. On their website it mentions working with the community or benefiting the community and they
95 have that parking not being utilized when needed. They can't say its Trustees money only, when it's a chunk of the budget
96 and it isn't generating a profit. Library's don't turn a profit and at the end of the day it's taxpayers money. There should be
97 a middle ground somewhere. It's \$300,000 for nothing.

98
99 Selectman Dudziak said it's her understanding that this Board does not have the authority to tell the Library Trustees who
100 can and cannot park there. The Library realizes there's an issue, and they are putting out signs during Library events that
101 say "the public can't park their unless they're attending the event". They will not tow during non-events. Aaron said
102 there's a permanent 24/7 tow sign there. Chairman Federico said a couple of months ago he found out that the Library was
103 going to tow people if they're not patrons of the Library, and he had concerns with it. The Library Board of Trustees control
104 their property and building. We don't have a say over that. He's had conversations with some Trustees and the Director
105 of the Library and they said exactly what Selectman Dudziak said. It needs to be clear cut. Aaron said they should take the
106 permanent sign down. Chairman Federico said he would speak with the Library Trustees for clarification. Aaron said in his
107 view, its tax payer funded regardless of how it's separated out. Unless they are generating more than the \$700,000 a year on
108 the budget, he doesn't think they are getting enough to buy a multiple properties and manage real estate. Town maintenance
109 crews clear out the snow so there is tax payer money going in to it. Aaron asked if there was any chance for a solution on
110 this by spring. Chairman Federico said they are continually talking about it. An ultimate solution would be a cooperative
111 venture between the business owner and the Town of Milford. Nothing is off the table when it comes to conversation.
112 There have been issues of parking on the oval since day one.

113
114 **3. PUBLIC COMMENTS. –**
115 Chris Costantino, Milford Resident and alternate on the Library Trustees gave the Board a copy of the minutes that Aaron
116 Kaplan referred to in the earlier conversation. To clear up confusion, the Library Trustees used Trustee money to buy the
117 two referenced properties. Their long term plans were not dependent on Mr. Kaplan's reference. They have always planned
118 to take the properties down as we needed the space. We have about 400 people visit the library per day going to the Library
119 and they need the parking.

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120 Mike Viola, Milford Resident and Chief of Police will be providing a clarification report to the Board in reference to com-
121 munications. He’s waiting for Captain Frye to bring it over.

122 **4. DECISIONS.**

123 **a) CONSENT CALENDAR.**

124 **1. N/A**

125 **b) OTHER DECISIONS N/A**

126
127 **5. TOWN STATUS REPORT – Administrator Bender**

128 a) **Town Hall Office Relocation** - Residents will notice a few office relocations at Town Hall. This project started last
129 year and we are nearing completion. The Assessing office is now located near the elevator, still on the 2nd floor. The
130 Town Clerk’s office is now in the old assessing office, adjacent to the Board of Selectmen meeting room. The Tax Col-
131 lector will be moving to the Town Clerk space when renovations are complete in the next month or so. We thank eve-
132 ryone for their patience during the work.

133
134 b) **Sale of Tax Deeded Property** – As authorized by the Selectmen at the January 7, 2019 meeting, we are moving for-
135 ward to accept sealed bids for the two small town owned parcels on McGettigan Road. The minimum acceptable bid
136 will be the assessed value of \$6,100. The bid notice will be in the Cabinet this week with a bid due date of Monday,
137 February 18th.

138 **6. DISCUSSIONS: N/A**

139
140
141 **7. SELECTMEN’S REPORTS/DISCUSSIONS.**

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

143
144 Selectman Dudziak said the Library hired an architect out of Concord to design a remodel and possible small addition
145 in hopes to put something on the warrants next year.

146 Chairman Federico said the Granite Town Media Committee had their first meeting with the new Media Manager and
147 it was one of the best attended meetings he’s seen with lots of good stuff coming.

148 Selectman Daniels mentioned Heritage and Recycling Committees are still looking for volunteers.

149
150 **b. OTHER ITEMS (that are not on the agenda).**

151
152 **8. APPROVAL OF FINAL MINUTES.** Selectman Daniels moved to approve the minutes of January 14, 2019 regular
153 Board meeting. Selectman Dargie seconded. All were in favor. The motion passed 4/0. Selectman Daniels moved to ap-
154 prove the minutes of January 14, 2019 Budget and Bond Hearing as amended. Selectman Dargie seconded. All were in fa-
155 vor. The motion passed 4/0.

156
157 **9. INFORMATION ITEMS REQUIRING NO DECISIONS.**

158
159 **10. NOTICES.** Chairman Federico read the notices.

160
161 **11. NON-PUBLIC SESSION.** Chairman Federico made a motion to enter into a non-public meeting in accordance with
162 (RSA 91-A:3, II(c)) Reputation. Selectman Daniels seconded. All were in favor. The motion passed by roll call vote 4/0.
163 Selectman Dargie – yes, Selectman Dudziak – yes, Selectman Daniels – yes, and Chairman Federico – yes.

164
165 **PUBLIC MEETING reconvened** at 6:55. Captain Frye gave copies of the RFP response to the Board. Chairman Federico
166 said it’s clarification on points and we can use at the Deliberative session. He wants to accept the document so he can make
167 it public. Administrator Bender asked Captain Frye if the price was a little less than what they received previously. Captain
168 Frye said yes, \$2,049,000 vs. \$2,090,000. The Board briefly reviewed the report. Selectman Daniels noted that pages 3-1
169 through 3-11 were missing. Administrator Bender said they would get it clarified. Selectman Daniels asked if there was any
170 place in the report that addresses the comment made about” if we lose the antenna; we lose frequency that’s grandfathered
171 in”? Captain Frye said that statement isn’t necessarily factual. It could still be grandfathered in; it’s up to the FCC to de-
172 cide. They won’t know until they get the applications in. If it goes to 50 watt, we can handle it. Chairman Federico said
173 Motorola and 2-Way will be at the Deliberative Session to answer questions. He asked if the Board would accept this doc-
174 ument as clarification to our questions. Selectman Daniels moved to accept the document as clarification only. Selectman
175 Dudziak seconded. All were in favor. The motion passed 4/0. Selectman Dargie referenced the bottom of page 3-13, op-
176 tional items; he would like more information on those two items.

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179 **12. ADJOURNMENT:** Selectman Dudziak moved to adjourn at 7:05. Selectman Daniels seconded. All were
180 in favor. The motion passed 4/0.

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Kevin Federico, Chairman

Gary Daniels, Vice Chairman

Mike Putnam, Member

Laura Dudziak, Member

Paul Dargie, Member