

5:30 - Swearing in of New Selectmen/Selection of New Board of Selectmen, Chairman and Vice Chairman

New Selectman/Re-appointed Selectman procedure:

1. Town Administrator Mark Bender calls BOS meeting to order, introduces the Board members and explains that he will conduct the swearing in of the Recently Elected Board Member, **Chris Labonte**, and conduct the nomination for officers. Administrator Bender leads the audience in the Pledge of Allegiance. Administrator Bender notes 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:
 - a. Swearing in of Selectman **Chris Labonte** by Town Clerk, Joan Dargie.
 - b. Administrator Bender asks for nominations for Chairman. After the Chairman is nominated, the Town Administrator steps down and hands the gavel to the Chairman to continue.
 - c. The Chairman then asks for nominations for Vice Chairman for this coming year.

LAW OFFICE OF
THOMAS F. QUINN
PROF. CORP.

5:40 1st Public Hearing - Acquisition of
Land: Melendy Road, Map 52 Lot 4-1, in
accordance with NH RSA 41:14-a

62 Elm Street
Milford, NH 03055

E-MAIL: tquinn@tfqtll.com

February 12, 2019

Mark Bender, Town Administrator
Town of Milford
One Union Square
Milford, NH 03055

Re: Melendy Country – Lot 52-4-1/LUCT Bill – Lots 52-4-2 and 52-4-3

Dear Mark:

As you know, I represent the Melendy Country folks. Shortly after our closing on Lot 52-40, Mark pointed out that my clients still own Lot 52-4-1. The property is situated to the east of Lot 52-4, across from the rail trail. Also, recently my clients received the LUCT bill relative to the newly created Lot 52-4-3 and Lot 52-4-2.

My clients propose that they transfer to the Town title to Lot 52-4-1 in exchange for release of the LUCT. The LUCT is \$13,570.00. Lot 52-4-1 is approximately 2.5 acres of land and appears to have a pond located on it. I'm hopeful that instead of imposing restrictive covenants on the property, as we did on prior deeds, we could simply deed the property to the Town to be managed by the Conservation Commission. That would save a lot of time and expense. Also, given the proximity of the property to the rail trail and the existence of the pond, the Commission might want more flexibility in its use of the property.

I look forward to hearing from you with your thoughts.

Sincerely,

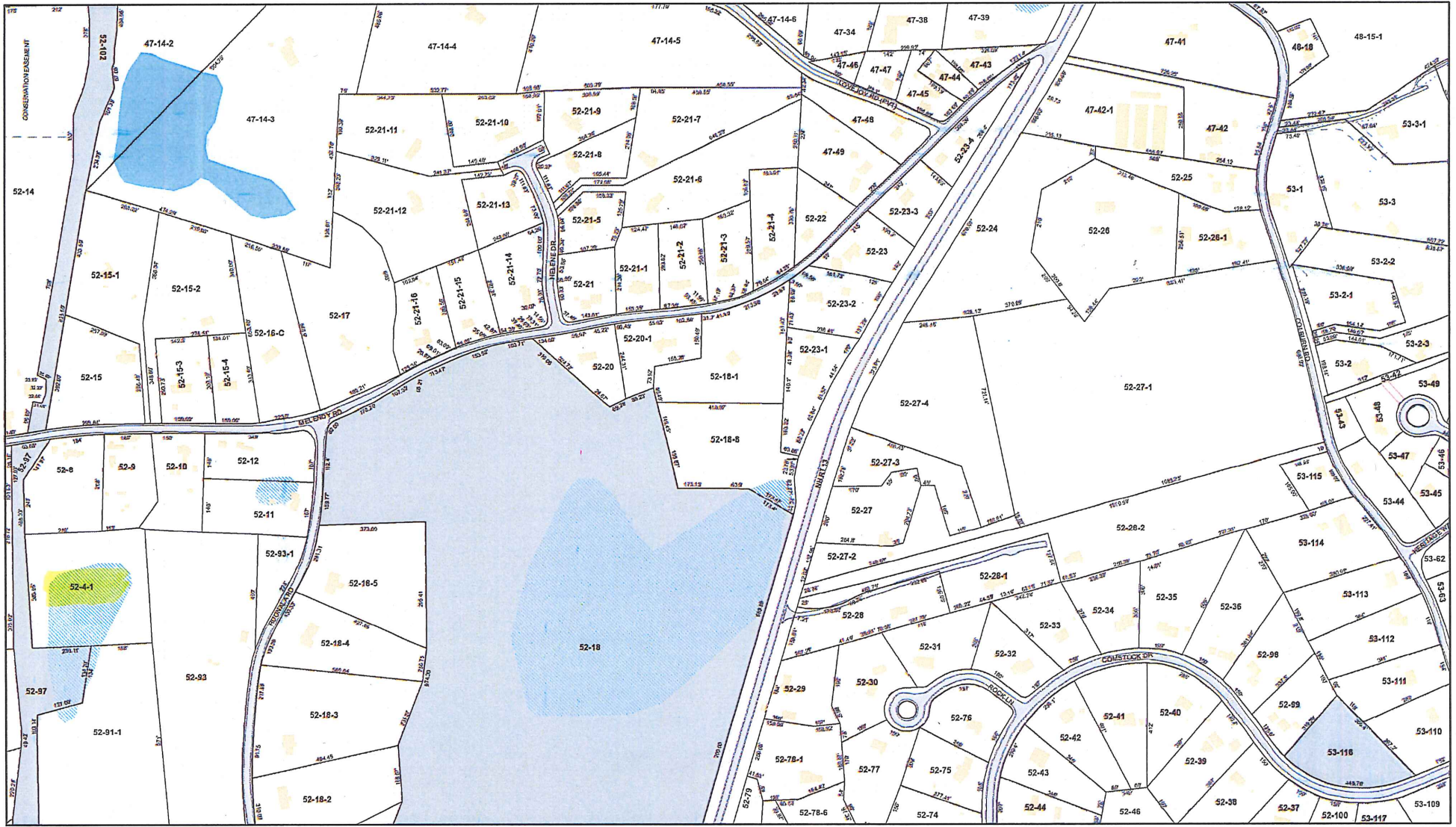


Thomas F. Quinn

TFQ:djl

cc: Ms. Chris Constantino

RECEIVED FEB 15 2019



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- Parcel
- Town Owned Land
- Cemetery
- State
- Wetlands
- Water
- Road
- Class VI
- Abandoned/Discontinued Rd
- Conservation Easement
- Easement
- Private

MILFORD, NH

This document has been prepared to show approximate location only. Information shown is not to be used for deed descriptions. The Community Development Department maintains a continuing program to identify and correct errors. The Department makes no claims to the validity or reliability, or to any implied uses of this representation.



Date: April 2018
 1 inch approx. 300 feet

N
 15



Milford Planning Board

To: Kevin Federico, BOS Chair
Mark Bender, Town Administrator

CC: Lincoln Daley, Community Development Director
Darlene Bouffard, OCD Administrative Assistant

From: Douglas Knott, Planning Board Chair

Date: March 6, 2019

Subject: Recommendation for Donation of Tax Map 52 Lot 4-1, proposed donation of property in accordance with RSA 41:14a

The Milford Planning Board, at its meeting on March 5, 2019, voted unanimously to recommend that the Board of Selectmen accept the proposed donation of Tax Map 52, Lot 4-1 by the Melendy Country Community Landowners Association to the Town. The Board determined that the addition of the 2.5 acre property to the abutting Milford Rail Trail and the adjacent 30 acre conservation parcel previously donated by the property owners offers additional recreational opportunities/potential pedestrian amenities (e.g. picnic area for visitors, scenic views) and the preservation of the natural environment (wetland resource areas).

Further, the Planning Board encourages the Board of Selectmen to revisit the topic of constructing a parking area on the conservation property abutting the Milford Rail Trail off of Ponemah Hill Road. The parking area would greatly improve access, pedestrian safety, and encourage/increase the use of the trail system by residents, families, and hikers alike. The Planning Board hopes that the Board of Selectmen will consider moving forward with the project and complete the much needed parking area.

Please contact Lincoln Daley should you have any questions regarding this recommendation.

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conservation@milford.nh.gov
TDD Access:
Relay NH 1-800-735-2964

Town of Milford
CONSERVATION COMMISSION



MEMO

March 7, 2019

Board of Selectmen

RE: Recommendation to Accept Land Gift Map 52 Lot 4-1

To the Board:

The Milford Conservation Commission met with representatives for the landowners of Map 52 Lot 4-1. It is their desire to transfer this 2.5 acre parcel which abuts the Granite Town Rail Trail to the town.

The procedure outlined in NH RSA 41:14-a, Acquisition or Sale of Land, Buildings, or Both requires that the Conservation Commission make a recommendation to the BOS. **The Milford Conservation Commission recommends that the BOS accept this land transfer.** The property abuts the Granite Town Rail Trail south of Melendy Road and east of the rail trail. Town ownership of this parcel provides protection to the boundary of the Granite Town Rail Trail. The property is primarily wetland which provides flood storage capacity to protect the rail trail from Compressor Brook flooding events.

Respectfully,

Chris Costantino
Milford Conservation Commission

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41

CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:14-a

41:14-a Acquisition or Sale of Land, Buildings, or Both. –

I. If adopted in accordance with RSA 41:14-c, the selectmen shall have the authority to acquire or sell land, buildings, or both; provided, however, they shall first submit any such proposed acquisition or sale to the planning board and to the conservation commission for review and recommendation by those bodies, where a board or commission or both, exist. After the selectmen receive the recommendation of the planning board and the conservation commission, where a board or commission or both exist, they shall hold 2 public hearings at least 10 but not more than 14 days apart on the proposed acquisition or sale; provided, however, upon the written petition of 50 registered voters presented to the selectmen, prior to the selectmen's vote, according to the provisions of RSA 39:3, the proposed acquisition or sale shall be inserted as an article in the warrant for the town meeting. The selectmen's vote shall take place no sooner than 7 days nor later than 14 days after the second public hearing which is held.

II. The provisions of this section shall not apply to the sale of and the selectmen shall have no authority to sell:

- (a) Town-owned conservation land which is managed and controlled by the conservation commission under the provisions of RSA 36-A.
- (b) Any part of a town forest established under RSA 31:110 and managed under RSA 31:112.
- (c) Any real estate that has been given, devised, or bequeathed to the town for charitable or community purposes except as provided in RSA 498:4-a or RSA 547:3-d.

Source. 1994, 197:3. 1997, 38:1. 2001, 187:2. 2005, 80:1. 2007, 221:2. 2008, 109:1, eff. July 27, 2008.

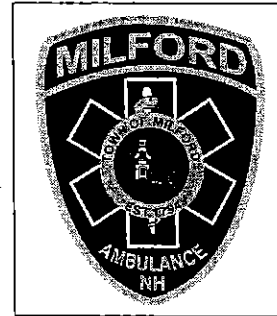
MEMORANDUM

To: Board of Selectmen

From: Eric Schelberg, Director

Date: March 6, 2019

Subject: Ambulance Transport – Fee Schedule Increase



This memorandum serves to request the Board to approve an increase to the current ambulance transport fee schedule as noted below.

The most recent survey of fee schedules from six other communities in the surrounding area. The proposed increases will put MAS in line with the average of the six surveyed communities.

I am proposing the Board adopt the revised fee schedule as follows:

Basic Life Support (BLS) – Emergency:	\$ 644.80 (10% increase)
Advanced Life Support (ALS1) – Emergency:	\$ 919.51 (20% increase)
Advanced Life Support (ALS2) – Emergency:	\$1,459.45 (20% increase)
Advanced Life Support (ALS1) – SCT:	\$1,783.72 (10% increase)

Mileage: \$14.25 (10% increase)

As the Board may recall, the department implemented a 20% increase in February 2016 after a two year hiatus.

I am requesting the Board adopt the proposed increases as noted or, as always, the Board could modify, defer for evaluation and discussion or take no action. Any approved increase can be put into place at any time the Board authorizes.

Please do not hesitate to contact me with questions regarding this subject.

6:05 RFQ

Feasibility Study –

Arene Berry and

Lincoln Daley

VERBAL

6:25 – Recreation

Logo - verbal



Town of Milford

POLICE DEPARTMENT

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

Michael J. Viola
Chief of Police



To: Mark Bender, Town Administrator
Board of Selectmen
From: Chief Michael J. Viola
Date: March 21, 2019
Ref: Proposed Private Detail Increase

Article XV of the 2019-2023 AFSCME Police Union Contract stipulates compensation for Private Details that are worked by sworn Police Officers of the Milford Police Department. During the recent contract negotiations, both the town and the AFSCME representatives agreed that the Private Detail Rate for Police Officers of the Milford Police Department should be increased from \$42.00 per hour to \$50.00 per hour, pending the approval of the Board of Selectmen.

The proposed detail compensation rate of \$50.00 per hour was based on detail rate information that was obtained from other neighboring Police Departments. Currently, the neighboring towns of Amherst and Wilton have a detail rate of \$50.00. Mont Vernon is in the process of increasing their detail rate to \$45.00, which goes into effect on May 1st. Brookline Police Department's detail rate is currently \$47.50.

Taking into consideration the information that was obtained during the 2019-2023 AFSCME Police Union Contract negotiations and the length of this contract; I would respectfully request that the Board of Selectmen approve the increase of the Milford Police Department's detail rate to \$50.00 per hour.

With the approval of the new rate, I would also respectfully request that the Board approve the new detail billing rate of \$65. This would cover the officers pay and associated benefits.

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6:40 Mile Slip and Hitchiner Easement – Andy Huges and Chris Costantino

Town of Milford
CONSERVATION COMMISSION



March 14, 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 (CE) 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, and provide educational opportunities. It restricts the Town of Milford from further development on either of these two properties. The CE 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 abide by the uses included in the Conservation Easement. NEFF does not have the right to use the property.

There were three sections of this CE which concerned both Milford Attorney Drescher, and NEFF Attorney Ray Lyons. They are as follows:

Section 6 covers procedure in the event that a breach of the easement occurs. After negotiation by Andy Hughes and Mark Bender with Attorney Lyons, this issue was resolved.

Section 10 covers the procedure in the event that the CE is extinguished. After negotiation by Andy Hughes and Mark Bender with Attorney Lyons, this issue was resolved.

Section 7: taxation of the CE.

The original language of sect 7(a) stated:

“Grantor (Town of Milford) shall be solely responsible for payment of all taxes and assessments levied against the Property”

An emailed opinion (Feb 19) from Bill Drescher concerning this Conservation Easement stated, “Attorney Dudziak, Thanks for your inquiry. As I have already indicated to Andy and Mark, I have reviewed the final document and the **proposed changes which Attorney Lyons made are acceptable, with the only exception being the tax clause.** Other easements have included the wording that he is proffering but we have not reviewed those. In the present document, the town is being asked to transfer a significant property interest in town-owned land to NEFF. Clearly, NEFF is a qualified entity to hold such an interest and would, absent some extraordinary change in the law, be entitled to request and receive a complete exemption from taxes pursuant to RSA 72:23, V.”

At the Commission’s request NEFF subsequently agreed to replace the language in sect 7(a) with that used in the Conservation Easement, approved by Attorney Drescher in the summer of 2018, on the Town-owned Melendy parcel (Map 52 Lot 4). i.e.

“The Grantee [NEFF] shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.”

However, Attorney Drescher has since stated, in a March12 e-mail to NEFF’s attorney, that he is unwilling to accept this same language in this NEFF Conservation Easement, for the same reasons as stated in his objection to the original language.

The Milford Conservation Commission has used every method available to resolve this outstanding issue between the opposing attorneys. The original sect 7(a) language in this Conservation Easement was consistent with all other easements held by conservation entities on municipal lands throughout the State. The new language is the same as a very recent CE approved by Attorney Drescher and approved by the BoS (Board of Selectmen).

The Conservation Commission requests that the BoS exercise their judgement and choose to approve this Conservation Easement. We ask that they take into account that the Town does not tax itself on its own properties, and that the current language follows recent direct precedent.

Included in the BoS’s information packet is a document consisting of the e-mail thread/trail between Attorney Drescher, Attorney Lyons and Andy Hughes on this topic This is supplied so that you may examine the detail of these communications if you so desire.

The voters asked that these two properties be permanently protected. The Milford Conservation Commission has acted with due diligence to provide that protection. The MCC recommends that the BoS approve this Conservation Easement.

Respectfully,

Andy Hughes
Chair, Milford Conservation Commission

This is a noncontractual transfer exempt from the New Hampshire real estate transfer tax pursuant to RSA 78-B:2 (IX).

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") and the other tract consists of approximately 452 acres (the "Mile Slip Town Forest").

This Conservation Easement also grants a Third Party Right of Enforcement 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, incorporated herein) 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, 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, and described in deed to the Town of Milford recorded on November 26, 1985 in Book 3421, Page 526), 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) The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

(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, , 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, and described in deed to the Town of Milford recorded on November 26, 1985 in Book 3421, Page 526), 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 March 2019.

Grantor: TOWN OF MILFORD

By: BOARD OF SELECTMEN

STATE of NEW HAMPSHIRE

Hillsborough, ss.

On this ___ day of March 2019, personally appeared before me the above-named Gary Daniels, Mike Putnam, Laura Dudziak, Chris LaBonte, 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 March 2019.

Grantee:
NEW ENGLAND FORESTRY FOUNDATION, INC.

By: _____
Robert Perschel, Executive Director, Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ___ day of March 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

The entirety of three (3) tracts of land located in Milford, Hillsborough County, New Hampshire:

- A. One (1) tract known as the **Hitchiner Town Forest**, 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, and described in deed to the Town of Milford recorded on November 26, 1985 in Book 3421, Page 526. The Baseline Documentation Report includes a copy of this plan.
- 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, 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 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.

Amherst Land Trust
accepted by Town in
October 2018 for the
Melendy gift MS224

K. Motorized vehicles shall not be allowed on the Property except as supports the purposes of this easement.

L. Public parking, created in accordance with Section 2.A above, on the Property shall be for trail access, access to community gardens, or for other uses permitted by this Easement.

The Grantor must notify the Grantee in writing at least thirty (30) days before exercising any of the affirmative rights of the Grantor detailed in sections C, D, or E above.

3. RESERVED RIGHTS

A. All rights not expressly granted to the Grantee are expressly reserved to the Grantor.

B. As provided in Section 2 herein, Grantor expressly reserves the rights to conduct (1) non-commercial, non-motorized outdoor recreational uses (including ancillary structures); and (2) agriculture (including haying, community gardens, and ancillary structures) and forestry (including ancillary structures).

C. The Grantor shall retain the right to hay the field in the southwest portion of the Property. The Grantee may hay said field on an annual or semi-annual basis. Any such haying shall be conducted at a time to minimize the risk to birds and other wildlife.

D. As provided in Section 2.A above, the Grantor reserves the right to construct a parking area.

E. The Grantor shall have the right to place signs on the Property boundaries for the purpose of identifying it as conservation easement land protected by the Grantor and the Grantee.

4. AFFIRMATIVE RIGHTS OF THE GRANTEE

The Grantee shall have reasonable access to the Property and all its parts for such inspection as is necessary to determine compliance and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement. At the Grantee's request, the Grantor shall submit to the Grantee written monitoring reports generated in the course of the Grantor's regular, periodic monitoring of the Property, which monitoring shall be performed no less frequently than biennially.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

Email Trail between Atty BDrescher, Atty RLyons and Andy Hughes

Tue 1/22/2019 2:52 PM

Hi Bill,

Following our conversation Friday last (Dec 11th) I went back to NEFF's lawyer Ray Lyons and communicated your disagreement with the statement in the draft relating to payment of taxes, specifically sect. 7 "Responsibilities of the Grantor and Grantee" (p.7):

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

I gave him your suggested replacement language:

'(a) So long as the Grantor remains the State of NH or a subdivision thereof, the Grantee shall be responsible for the payment of current and potential real estate taxes that would be assessed against the property conveyed hereunder, unless pursuant to [RSA 72:23 \(l\)\(b\)](#), the Grantee secures an exemption from the same from the assessing officials.

I also included these notes in my e-mail to him. My apologies for any inaccuracies but I hope they conveyed overall the issues that you see.

Notes:

- NH state law renders anyone with "value interest" (my phrase, not his), of which a Conservation Easement is one, subject to property tax even if they are not the owner of the land. An example he quoted was the a cellphone company who had placed equipment on federal site (a fire tower) in the town. Though the federal property was exempt, the cellphone company, having a value interest, was not and being a commercial entity were presented with a property tax bill by the Town.
- As I understand it from Bill, your current 7-a language does not trump NH RSA 72:23
- Since NEFF are a registered nonprofit they are entitled to a NH exemption. That requires an annual filing with the State of NH.
- Bill told me flat out that without this language he does not consider this a legally consistent document (again my phrase, not his)

I have included Ray's detailed response below my signature. In summary he will not change the substance of the existing language. He has said that he is willing to replace the current sentence with

"The Grantee [NEFF] shall be under no obligation to maintain the Property or pay any taxes or assessments thereon."

I don't know whether you think that is preferable or not, but it certainly seems that it does not address your main arguments. Please advise whether you have any preference for this language over the existing.

I am at the point now where I am comfortable moving forward and presenting this document to the Board of Selectmen for consideration and requesting vote of approval at the Feb 11 BoS meeting. I would like to request from you a formal communication to be included in that presentation indicating your opinion, if I understand you

Email Trail between Atty BDrescher, Atty RLyons and Andy Hughes

correctly from our previous meeting, that with exception of the language regarding taxation liability you see no legal reason for Selectman to reject this document.

Once I have that I will create a data 'packet' including the Easement and your document, and circulate it to the BoS and the Town Administrator for review prior to the BoS meeting.

Thanks for all your assistance thus far, and I look forward to hearing from you.

Regards,
Andy Hughes
Chair, Milford Conservation Commission



Laura Dudziak <ldudziak@jannettemooney.com> Tue, Feb 19, 8:44 AM

to william.drescher@drescherdokmo.com, kfederico@milford.nh.gov, andyh.nhmcc@gmail.com, me

Attorney Drescher:

I met with Chris and Andy yesterday regarding the NEFF Easement. They are waiting for your opinion on the easement before they can present it to the Board. My understanding is that you advised Mark Bender that you would have an opinion by February 8, 2019. This really needs to be presented to the Board as soon as possible or the Commission risks losing grant funding. Please advise when you will be able to render an opinion.

Thank you.

Laura M. Dudziak, Esq.

Sent: Tuesday, February 19, 2019 2:17 PM from BDrescher to LDudziak

Subject: RE: Conservation Commission

Attorney Dudziak

Thanks for your inquiry. As I have already indicated to Andy and Mark, I have reviewed the final document and the **proposed changes which Attorney Lyon made are acceptable, with the only exception being the tax clause.** Other easements have included the wording that he is proffering but we have not reviewed those. In the present document, the town is being asked to transfer a significant property interest in town owned land to NEFF. Clearly, NEFF is a qualified entity to hold such an interest and would, absent some extraordinary change in the law, be entitled to request and receive a complete exemption from taxes pursuant to RSA 72:23, V.

That being said, however, I cannot sanction having the Board sign the statement proposed by Attorney Lyon which, essentially, grants such an exemption to the entity in advance and without demonstration of entitlement. The Board is simply not legally empowered to do that. The fact that this issue is overlooked in

Email Trail between Atty BDrescher, Atty RLyons and Andy Hughes

other documents does not alter the fact that the statute requires that a ‘lease or other agreement’ by means of which an interest in municipally owned property must contain the statutory language requiring the holder of the interest to be responsible for the taxes on the property that were not applicable under the town’s ownership:

RSA 72:23 (emphasis supplied)

I.

(a) Lands and the buildings and structures thereon and therein and the personal property owned by the state of New Hampshire or by a New Hampshire city, town, school district, or village district unless said real or personal property is used or occupied by other than the state or a city, town, school district, or village district under a lease or other agreement the terms of which provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property. The exemption provided herein shall apply to any and all taxes against lands and the buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts, which have or may have accrued since March 31, 1975, and to any and all future taxes which, but for the exemption provided herein, would accrue against lands and buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts.

(b)(1)

(A) All leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a county, city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date.

(B) Annually, on or before April 15, the lessors of all leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a county, city, town, school district, or village district, including those properties identified under subparagraph (d), shall provide written notice and a copy of the lease or other agreement to the assessing officials of the municipality in which the property is located. ...

(3) Any political subdivision of the state may adopt as an exemption from the requirement of subparagraph (1) land leased exclusively for agriculture as defined in [RSA 21:34-a, II](#).

As section 3 indicates, the town could adopt an exemption for land leased exclusively for agriculture but I don’t believe Milford has done that.

The language in Section 1-a and b has been held by the NH Supreme Court to apply to interests other than leases such as the license given to public utilities to use the town’s public right of way for the construction and maintenance of utility infrastructure.

The problem with the language offered by Attorney Lyons is that it asks for our Board to assure the easement holder that they will not have to pay taxes. The great likelihood is that they will, indeed, never have to pay taxes as they are entitled to an exemption under the charitable exemption statute (cited above). However, the Board, which serves as the assessing body, is only entitled to grant such an exemption when the process outlined in the statute is followed.

Clearly, this issue is not one which should be a deal killer and the Board is certainly free to ignore my advice. However, I am disinclined to sanction Attorney Lyons language when it ignores the statute. The Board is free to make its own judgment as to whether having the wording be legally correct is worth the impact on this deal, but I would also point out that the solution to this impasse is not to embrace wording that requires the Board to grant assurances that it may not legally give, but simply to have NEFF adhere to the charitable exemption protocol required by the statute which, almost certainly, will result in an exemption.

I am willing to discuss this further but am confident in the position set forth. As noted, the balance of the agreement is now in acceptable form.

Email Trail between Atty BDrescher, Atty RLyons and Andy Hughes

I hope that this is sufficient to allow you to present the document to the Board and I assume that you don't need anything further from me.

I will copy Mark Bender, as well as Marti Noel, our tax assessor so that they will be mindful of my opinion in the event that they don't agree.

Thank you for your consideration.

Bill Drescher

Mon 3/11/2019 6:31 PM Ray to AH and CC
Please review before I send both to Bill Drescher.
Ray

From: Ray Lyons [<mailto:raylyons@raylyons.com>]
Sent: Tuesday, March 12, 2019 3:28 PM
To: william.drescher@drescherdokmo.com
Subject: Milford -- NEFF

Bill,
I called twice last week to discuss changes to the CE but didn't hear back from you. The Conservation Commission pulled this item from the Selectmen's agenda for last night because two members were missing, so now you have more time to review my proposed changes.

The changes:

1. First page, transfer tax exemption: exempt because this is a noncontractual arrangement.
2. **Tax clause: changed to match the one in the CE granted to the Amherst Land Trust a year ago (for land in Milford; B9118 P2667).**
3. Plans: all removed from the CE. Hillsborough RD no longer allows detailed plans in any recorded document. I discussed this directly with Ed Sapienza, Registrar.

Two copies attached, one "clean," the other redlined from the January 9 version. Please call me to review.

Ray

Tue 3/12/2019 5:19 PM [[Lyons to Andy Hughes and Chris Costantino]]

We simply cannot see eye to eye. He (BD) equates a CE to the right to run utility lines along a public road; the latter are taxable rights, so why not a CE? He will not agree with me that a CE is a nontaxable liability to the holder. Bill says that he is done with the topic; it's up to the selectmen to

Email Trail between Atty BDrescher, Atty RLyons and Andy Hughes

decide.

This may be a good topic for the attorneys to discuss at the NH land trust conference on April 6.

Ray

From: william.drescher@drescherdokmo.com [<mailto:william.drescher@drescherdokmo.com>]

Sent: Tuesday, March 12, 2019 6:17 PM

To: Ray Lyons

Cc: Mark Bender (mbender@milford.nh.gov)

Subject: RE: Milford -- NEFF

Ray

Per our conversation, as to Item No. 1, I am not sure that this would qualify as a 'non-contractual' gift but don't see any real risk if you want to change the preamble, as there should be no transfer tax in any event.

As to item No. 3, my understanding is that there will be a reference in the document to the plan that is recorded.

Finally, as to No. 2, the tax clause, please see my earlier opinion which, I believe, was shared with you by the MCC. My opinion continues to be that the selectboard does not have the legal right to contractually, and in advance, transfer a property interest and declare that it will never be taxable to the transferee.

Bill

Tue 3/12/2019 9:49 PM [[Lyons to Drescher]]

Bill,

As to #3, the tax issue, a better way to view this is that Milford's CE to NEFF dissolves property rights. NEFF will never "hold" them in the sense that NEFF can use those rights; indeed, with the CE, a charitable trust is imposed on NEFF and the property to ensure those rights are never used – an Attorney General enforceable charitable trust. To NEFF, the CE is a liability, not an asset. Liabilities are not taxable. Your position that a CE may be a taxable interest very much reinforces NEFF's (and the greater NH conservation community's) position that CE's must contain a "CE holder is not responsible for property upkeep or taxes" type clause, because if you can think this, so can others. This clause makes clear that CEs are not taxable property interests.

CE's are pure liabilities to the CE holder. NEFF cannot use this land for any purpose (other than as a member of the public – and the Town of Milford will continue to hold the exclusive right to control public access). The only right NEFF acquires under the CE within the property is to enter to monitor it for possible violations of the CE. Unlike the Fairpoint Communications case against the City of Concord, where the city granted Fairpoint the right to maintain power lines within the city's right of

way – rights that Fairpoint, in turn, used to generate profits for itself, NEFF cannot make money from this CE. Fairpoint's rights are affirmative rights; NEFF CE "rights" are negative rights, the CE merely grants NEFF the power – and obligation – to ensure Milford (and all future owners, in perpetuity) complies with the CE's terms.

No CE anywhere in the USA taxes CEs.* Your position threatens the future of CEs throughout NH; no land trust will accept a CE from anyone if there's any possibility that the land trust may somehow, someday, be required to pay taxes on the CE "property rights."

The funds NEFF will receive will not go into NEFF's general fund; this is not "cash for land." The funds cannot be used to pay NEFF's general operating expenses or to purchase other land. Instead, the funds will go into an endowment fund, the income from which NEFF uses to cover its expenses to monitor these properties and enforce the CEs it holds. Unlike government CE holders, with the power to tax when they need funds to enforce a CE, the IRS requires NEFF, as a charity, to maintain adequate reserves to monitor and enforce CEs it holds. That's why Milford must pay funds into NEFF's endowment fund for NEFF to accept the CE. Those funds are not purchase money. (That's why the CE is a "noncontractual transfer" under RSA 78-B:2 (IX); the CE is a gift to the public interest.)

I hope you will change your position.

Ray

* excepting CEs that grant the CE holder affirmative rights to use the property, for example, to timber the property, and those are exceedingly rare – and this CE specifically reserves all such rights to the Town of Milford.

Attorney Ray Lyons

4. a) 1) Request for re-appointment of Gil Archambault to the Recycling/Solid Waste Committee.

To: Board of Selectman

CC: Mark Bender, Town Administrator

From: Jerry Guthrie, Chairman

Date: March 25, 2019

Subject: Recycling/Solid Waste Committee re-appointment

On behalf of the Recycling/Solid Waste Committee I am requesting the Board of Selectman consider the following re-appointment.

Gil Archambault as a full member, with a term expiring March 2022.

Thank you for your consideration.

4. a) 2) Request for re-appointment of Audrey Fraizer and Hub Steward to the Conservation Commission.

Town of Milford
CONSERVATION COMMISSION
(603) 249-0628
conservation@milford.nh.gov



MEMO

March 14, 2019

TO: Board of Selectmen

SUBJECT: Reappointment of Member Audrey Fraizer to the Milford Conservation Commission

Ms. Audrey Fraizer would like to renew her appointment to the Conservation Commission.

Audrey is a long time member of the Conservation Commission and served as chair for several years. Her passion for the outdoors has guided her work to familiarize herself with the rich diversity of our town's natural resources. Her wish for clean and safe drinking water is at the forefront of her leading the commission's review of land use changes which come before the commission.

The Milford Conservation Commission highly recommends that the Board of Selectmen renew Audrey's term of service to the town and the Conservation Commission.

Respectfully,

Chris Costantino
Milford Conservation Commission

Town of Milford
CONSERVATION COMMISSION
(603) 249-0628
conservation@milford.nh.gov



MEMO

March 14, 2019

TO: Board of Selectmen

SUBJECT: Reappointment of Member Hub Seward to the Milford Conservation Commission

Mr. Hub Seward would like to renew his membership the Conservation Commission.

Mr. Seward is a long time member of the Conservation Commission. Hub brings a wealth of and institutional history and knowledge to discussions. He is great at interpreting plans and is available to stop in the office to help with review of documents during office hours.

The Milford Conservation Commission highly recommends that the Board of Selectmen renew Hub's term of service to the town and the Conservation Commission.

Respectfully,

Chris Costantino
Milford Conservation Commission



Town of Milford

POLICE DEPARTMENT

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

Michael J. Viola
Chief of Police



4. a) 3) Request for approval to use the Town Owned Municipal Parking Lot to host an International Police Mountain Bike Class.

To: Mark Bender
Town Administrator

From: Captain Shawn Pelletier

Date: March 11, 2019

Subject: Use of Town Owned Lot

I am requesting permission to use the Town owned municipal parking lot next to the Milford Police Department. This request is to set up and conduct an obstacle course during the week of May 18 to May 24, 2019. The course is required for hosting an International Police Mountain Bike Association (IPMBA) class here at the Milford Police Department. This class will be open to other local surrounding agencies so their officers can be certified as mountain bike officers. The obstacle course is mandatory for the training and is large. The course will need to stay in place during the week with set up taking place on Saturday May 18, 2019. The lot would be closed for the week once we set up on May 18th. My plan would be to have citizens that would utilize the municipal lot to use the police department parking lot for that week. The course will be picked up on May 24th late in the afternoon to ensure the lot is open for that night. I will post this information in the lot the week prior as well as a notice on our Facebook page to keep the public informed. I look forward to your response and if you have any questions or concerns please let me know.

Respectfully Submitted,

Captain Shawn Pelletier

4. a) 4) Request for Approval of Intent to Cut, Map 38 Lot 1.

FORM PA-7

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

RSA 79:10

See instructions on back.

YR TOWN OP#

									T
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For Tax Year April 1, 20 19 to March 31, 20 20

PLEASE TYPE OR PRINT

- 1 City/Town of MILFORD
- 2 Tax Map No./Lot or USFS sale name & unit #: 58 Lots 1, ~~2~~
- 3 Is this intent an: Original Supplemental Orig. Oper. # _____
- 4 Name of road from which accessible: OFF MILE SLIP & N. MASON rd BROOKLINE
- 5 a Acreage of lot: ± 10 Acres Acreage of cut: ± 5 Acres
- b Anticipated start date: 4-2-2019
- 6 Type of ownership (check only one):
- a Owner of Land and Stumpage.....
- b Previous owner retaining deeded timber rights.....
- c Owner/Purchaser of stumpage & timber rights on public lands (Fed., state, municipal, etc.) or Utility Easements.....

8 Description Of Wood Or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine		MBF
Hemlock		MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak		MBF
Ash		MBF
Beech & Soft Maple		MBF
Pallet or Tie Logs		MBF
Others (Specify)		MBF
Pulpwood:	Tons	or Cords
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Whole Tree Chips	150	
Miscellaneous:		
Birch Bolts		Cords
Cordwood & Fuelwood	5	Cords

- Report of Cut Form/Certificate to be sent to:
- OWNER LOGGER/FORESTER
- 7 I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign)

Timber Tax Information is Available at www.revenue.nh.gov
Questions?? Call (603) 271-2687

A Jane C Provins 3/14/19
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

B _____
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

C geraldfarwelle@charter.net
CORPORATE OFFICER NAME AND TITLE

JANE PROVINS
PRINT OWNER(S) NAME

113 NORTH MASON rd.
MAILING ADDRESS

BROOKLINE NH 03033
CITY/TOWN STATE ZIP CODE

9 Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species:	Amount:
----------	---------

10 By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner. I have become familiar with RSA 227-J, the timber harvest laws.

Andrew Garden 3-14-19
SIGNATURE OF LOGGER/FORESTER OR PERSON RESPONSIBLE FOR CUTTING DATE

Andrew Garden 603 562 6605
PRINT NAME TELEPHONE

10 Edvard St
MAILING ADDRESS

Wilton NH 03086
CITY/TOWN STATE ZIP CODE

The selectmen/assessing officials hereby certify that:

- All owners of record have signed intent;
- The land is not under the Current Use-unproductive category;
- The form is complete and accurate; and
- Any timber tax bond required has been received.

Enter Amount of Timber Tax Bond Required and Date Posted:
\$ _____ Date _____

- The tax collector will be notified within 30 days of receipt per RSA 79:10;
- This form to be forwarded to DRA within 30 days.

Signature (in ink) of Assessing Official _____ Date _____

Signature (in ink) of Assessing Official _____ Date _____

Signature (in ink) of Assessing Official _____ Date _____

Actually Voted.

2019

MS-232



New Hampshire Department of Revenue Administration

Report of Appropriations Actually Voted

Milford

For the period beginning January 1, 2019 and ending December 31, 2019

Form Due Date: 20 Days after the Annual Meeting

GOVERNING BODY CERTIFICATION

This is to certify that the information contained in this form, appropriations actually voted by the town/city meeting, was taken from official records and is complete to the best of our knowledge and belief. Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

Name	Position	Signature

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal: <https://www.proptax.org/>

For assistance please contact: NH DRA Municipal and Property Division (603) 230-5090 <http://www.revenue.nh.gov/mun-prop/>



Appropriations

Account	Purpose	Article	Appropriations As Voted
General Government			
4130-4139	Executive	08	\$225,858
4140-4149	Election, Registration, and Vital Statistics	08	\$168,406
4150-4151	Financial Administration	08	\$807,361
4152	Revaluation of Property		\$0
4153	Legal Expense	08	\$40,000
4155-4159	Personnel Administration	08	\$2,844,029
4191-4193	Planning and Zoning	08	\$278,462
4194	General Government Buildings	08	\$397,671
4195	Cemeteries	08	\$110,640
4196	Insurance	08	\$145,230
4197	Advertising and Regional Association		\$0
4199	Other General Government	08	\$16,419
General Government Subtotal			\$5,034,076
Public Safety			
4210-4214	Police	08,22	\$2,400,378
4215-4219	Ambulance	08	\$879,295
4220-4229	Fire	08	\$663,300
4240-4249	Building Inspection	08	\$121,158
4290-4298	Emergency Management	08	\$8,100
4299	Other (Including Communications)	03,08	\$767,965
Public Safety Subtotal			\$4,840,196
Airport/Aviation Center			
4301-4309	Airport Operations		\$0
Airport/Aviation Center Subtotal			\$0
Highways and Streets			
4311	Administration	08	\$177,814
4312	Highways and Streets	08,27	\$1,382,087
4313	Bridges		\$0
4316	Street Lighting	08	\$45,600
4319	Other		\$0
Highways and Streets Subtotal			\$1,605,501
Sanitation			
4321	Administration		\$0
4323	Solid Waste Collection	08	\$755,386
4324	Solid Waste Disposal		\$0
4325	Solid Waste Cleanup		\$0
4326-4328	Sewage Collection and Disposal		\$0
4329	Other Sanitation		\$0
Sanitation Subtotal			\$755,386



Appropriations

Account	Purpose	Article	Appropriations As Voted
Water Distribution and Treatment			
4331	Administration		\$0
4332	Water Services		\$0
4335	Water Treatment		\$0
4338-4339	Water Conservation and Other		\$0
Water Distribution and Treatment Subtotal			\$0
Electric			
4351-4352	Administration and Generation		\$0
4353	Purchase Costs		\$0
4354	Electric Equipment Maintenance		\$0
4359	Other Electric Costs		\$0
Electric Subtotal			\$0
Health			
4411	Administration		\$0
4414	Pest Control		\$0
4415-4419	Health Agencies, Hospitals, and Other		\$0
Health Subtotal			\$0
Welfare			
4441-4442	Administration and Direct Assistance	08	\$160,727
4444	Intergovernmental Welfare Payments		\$0
4445-4449	Vendor Payments and Other	21,24	\$70,000
Welfare Subtotal			\$230,727
Culture and Recreation			
4520-4529	Parks and Recreation	08	\$289,649
4550-4559	Library	08	\$810,952
4583	Patriotic Purposes	30,31	\$15,000
4589	Other Culture and Recreation	08,19,25,28,29	\$395,000
Culture and Recreation Subtotal			\$1,510,601
Conservation and Development			
4611-4612	Administration and Purchasing of Natural Resources	08,26	\$44,695
4619	Other Conservation		\$0
4631-4632	Redevelopment and Housing		\$0
4651-4659	Economic Development		\$0
Conservation and Development Subtotal			\$44,695



Appropriations

Account	Purpose	Article	Appropriations As Voted
Debt Service			
4711	Long Term Bonds and Notes - Principal	08	\$1,324,991
4721	Long Term Bonds and Notes - Interest		\$0
4723	Tax Anticipation Notes - Interest		\$0
4790-4799	Other Debt Service		\$0
Debt Service Subtotal			\$1,324,991
Capital Outlay			
4901	Land		\$0
4902	Machinery, Vehicles, and Equipment	06,23	\$488,200
4903	Buildings		\$0
4909	Improvements Other than Buildings	20	\$200,000
Capital Outlay Subtotal			\$688,200
Operating Transfers Out			
4912	To Special Revenue Fund		\$0
4913	To Capital Projects Fund		\$0
4914A	To Proprietary Fund - Airport		\$0
4914E	To Proprietary Fund - Electric		\$0
4914O	To Proprietary Fund - Other		\$0
4914S	To Proprietary Fund - Sewer	04,07,10,27	\$2,956,346
4914W	To Proprietary Fund - Water	05,09,27	\$2,511,730
4915	To Capital Reserve Fund	11,12,13,14,1 5,16,17,18	\$250,000
4916	To Expendable Trusts/Fiduciary Funds		\$0
4917	To Health Maintenance Trust Funds		\$0
4918	To Non-Expendable Trust Funds		\$0
4919	To Fiduciary Funds		\$0
Operating Transfers Out Subtotal			\$5,718,076
Total Voted Appropriations			\$21,752,449

4. a) 6) Approval of Application for Reimbursement – Federal and State Forest Land 2018

PA-16

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
**APPLICATION FOR REIMBURSEMENT TO TOWNS AND CITIES
 IN WHICH FEDERAL AND STATE FOREST LAND IS SITUATED
 2018**



**TOWN OF MILFORD
 OFFICE OF SELECTMEN
 1 UNION SQUARE
 MILFORD NH 03055**

SECOND REQUEST

The Town/City of MILFORD hereby makes application for reimbursement pursuant to RSA 227-H based on the facts as set forth herein.

List the name of the state or federal forest, eligible* number of acres of state or federal forestland in town/city and per acre assessed value if land were taxable. (Insert assessed value and not current use values.)

Name of State or Federal Forest	Number of Acres (per DRED)	Value Per Acre	Total Assessed Valuation	FOR DEPT OF REVENUE USE ONLY
Federal Hill Fire Tower	3.60		126,100	
<i>includes: 53-22</i>				
<i>53-24</i>				

If your municipality is having a revaluation or statistical update for April 1, 2018, please indicate this so that we will use the proper ratio when we compute the forestland reimbursement. *Eligible State and Federal forestlands are those owned by NH DRED at the acreage noted above and the White Mountain National Forest.

Full Reval
 Cyclical Reval (values updated)
 Cyclical In Progress
 Partial
 Update/Statistical
 Other: Please Explain

(Please check appropriate box, if applicable)

Signature of Selectmen/Assessors (Sign in Ink)

Date Signed: _____

THE APPLICATION FOR REIMBURSEMENT MUST BE RETURNED TO MANAGER, EQUALIZATION BUREAU, PROPERTY APPRAISAL DIVISION, DEPARTMENT OF REVENUE ADMINISTRATION, PO BOX 487, CONCORD NH 03302-0487 OR E-MAIL TO EQUALIZATION@DRA.NH.GOV BY SEPTEMBER 7, 2018 OR REIMBURSEMENT CANNOT BE MADE.

Board of Selectmen Info. At a Glance 2019 – 2020

4. b) 1. Request for input and approval of proposed 2019 -2020 BOS meeting schedule (draft)

Contact Information

Gary Daniels	127 Whitten Road	603-249-0600
Mike Putnam	50 Knight Street	603-249-0600
Laura Dudziak	10 Millbrook Drive	603-249-0600
Paul Dargie	136 Prospect Street	603-249-0600
Chris Labonte	45 Marcy's Way	603-249-0600

Meeting Calendar

All scheduled meetings are subject to change at the discretion of the Board of Selectmen.

January	7	&	14	&	28*	2019
February	11	&	25			2019
March	11	&	25			2019
April	8	&	22	&	29*	2019
May	13	&	28**			2019
June	10	&	24			2019
July	8	&	29 (reg. meeting)		2019	Note: mirrored from last years schedule. Other dates in July include July 22. Other dates in Aug. include Aug. 12 th & 26 th
August	19 only				2019	
September	9	&	23	&	30*	2019
October	14	&	28			2019
November 9 (Saturday Dept. & BAC Budget Meeting 9:00 am) Check to make sure there isn't a conflict with the school.						
November	12**	&	25			2019
December	9	&	23	&	30*	2019
January	13	&	27			2020
February	10	&	24			2020
March	9	&	23	&	30*	2020

* 5th Monday Public Forum (7:00 pm) ** Tuesday Meeting (Due to Monday Holiday)

BOS Representatives on 2019 - 2020 Committees, Commissions, Boards, & Organizations

- Conservation Commission (2nd Thursday, 7:00 p.m., Town Hall, BOS Room) - Selectman Dudziak
- Economic Development Advisory Committee (Varied) – Selectman Dargie
- Granite Town Media (Formerly PEG Access) Advisory Committee (3rd Thursday, 6:00 p.m., Town Hall, BOS Room) - Selectman Federico
- Heritage Commission (2nd Wednesday, 7:00 p.m., Library) – Selectman Daniels
- Joint Loss Management Committee (quarterly, 2nd Tuesday (Jan., April, July, and Oct.), 9:00 a.m., Police Facility, Community Room) - Selectman Putnam
- Library Trustees (3rd Tuesday, 7:00 p.m., Library) – Selectman Dudziak
- NHMA (Varied) – Town Administrator Mark Bender
- MACC Base (2nd Wednesday, 6:00 p.m., Town Hall, MACC Base Offices) – Captain Frye
- Planning Board (1st & 4th Tuesdays, 6:30 p.m., Town Hall, BOS Room) - Selectman Federico, Alt. Selectman Dargie
- Recreation Commission (1st Wednesday, 7:00 p.m., Town Hall, BOS Room) – Selectman Dargie
- Recycling/Solid Waste Committee (3rd Tuesday, 6:30 p.m. – Selectman Daniels
- Tax Increment Finance District (Varied) - Selectman Dargie
- Traffic Safety Committee (Varied as items are sent for consideration, Police Facility, Community Room, 19 Garden Street) - Selectman Daniels
- Zoning Board of Appeals (1st & 3rd Thursdays, 7:00 p.m., Town Hall, BOS Room) – Selectman Dudziak
- Manifest Sign Off (available Thursdays after 4:30 pm through Mondays before 7:00 am) – Selectmen Dargie & Selectmen Putnam (Alternate)
- Payroll Sign Off (available every other week Wednesdays after 3:00 pm through Thursdays before 9:00 am) – Selectmen Putnam & Selectman Federico (Alternate)

Town Status Report – March 25, 2019

Cameras Installed at Transfer Station

- Cameras have been installed at the Transfer Station to allow the manager and Public Works Director to better oversee the operation. One thing we are trying to resolve is a large disparity in weight between demo leaving the transfer station and demo received - year to date we have received 76 tons and shipped 126 tons. That is a difference of 50 tons. We are trying to close this gap. Some of the difference is classified as bulky items – mattresses, sofas, upholstered chairs, etc. We estimate that these bulky items account for 11 tons YTD. Town demo disposal is also part of the difference. Additionally, we are trying to maximize load weights to reduce the number of loads and shipping costs. Shipments have ranged from 1.8 tons to 5.9 tons. Each shipment costs over \$200. We set a goal of 4.5 to 5.0 tons per load and that would save \$6K to \$11K annually.
- We are restricting access to the trailer at the Transfer Station to employees.
- We are installing a Nest Camera that will provide a live video feed on the Town Website showing the que at the Transfer Station. Residents can view the feed and hopefully reduce their wait time. This should be operational this week.

6. DISCUSSIONS

a) 2018 Audit Schedule – VERBAL

b) BOS 2019 Goals

1. Resolve emergency dispatch operations for 2019/2020. Discuss implementation of Warrant Article 3 for a communication consultant. Additional activity involves working closely with IMA member towns (Wilton & Mont Vernon), MACC Base Board of Governors, MPD, MFD, Milford Ambulance and DPW.
2. Structure a team to define a strategy to move forward with the 127 Elm Street property. Members should include Selectman, staff (TA, OCD & Rec), BAC, Rec Commission, Planning Board and resident(s).
3. Key staff changes.
4. Work with TA to negotiate the solar lease option/lease as authorized by voters.
5. Oversee next phase of Osgood Pond dredging. Key requirements will include finding additional matching funds, preparing an RFP and finding a disposal location for spoils.
6. Review & revise BOS Rules of Procedure. Consider adding Policy for using Fund Balance.
7. Department efficiency analysis.

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

March 11, 2019

PRESENT: Kevin Federico, Chairman Mark Bender, Town Administrator
Gary Daniels, Vice Chairman Tina Philbrick, Recording Secretary
Mike Putnam, Member Tylor Berry, Videographer
Laura Dudziak, Member - Excused
Paul Dargie, Member

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. Prior to the public meeting the Board entered into a non-public meeting in accordance with (RSA 91:A:3, II(e)) for Legal, no decisions were made. 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)

5:00 p.m. – Non-Public in accordance with (RSA 91:A:3, II(e)) - Legal

5:30 p.m. – Review and Approval of Three (3) Property Abatement Applications - Map 48 Lot 48-C-67, Map 11 Lot 19 and Map 47 Lot 5-3.

Map 48 Lot 48-C-67 - Abatement #1801 reflects corrections to the property record information that resulted in a net downward adjustment for the assessment.

Selectman Putnam made a motion to approve the Property Abatement Application for Map 48 Lot 48-C-67. Selectman Daniels seconded. All were in favor. The motion passed 4/0.

Map 11 Lot 19 - Abatement #1807 reflects corrections to the property record information that resulted in a net downward adjustment for the assessments.

Selectman Putnam made a motion to approve the Property Abatement Application for Map 11 Lot 19. Selectman Daniels seconded. All were in favor. The motion passed 4/0.

Map 47 Lot 5-3 - Abatement #1803 is vacant land adjusted for value due to a right of way that cuts the parcel in half and is based on a recent arms-length sale.

Selectman Putnam made a motion to approve the Property Abatement Application for Map 47 Lot 5-3. Selectman Daniels seconded. All were in favor. The motion passed 4/0.

5:40 p.m. - Mile Slip and Hitchner Easement – Andy Huges and Chris Costantino - CANCELLED

3. PUBLIC COMMENTS. – Suzanne Fournier, Milford Resident asked if she could speak when the Board gets to Town Status 5. d). Chairman Federico said yes.

4. DECISIONS.

a) CONSENT CALENDAR. Chairman Federico asked if there were any items to be removed from the Consent Calendar for discussion. There were no items to be removed. Selectman Putnam moved to approve the consent calendar as presented. Selectman Daniels seconded. All were in favor. The motion passed 4/0.

- 1) Request for Approval to re-appoint Melissa Sherman, Scott Hembrow and Lena Labour as Full Members to the Recreation Commission.
- 2) Request for Approval to re-appoint Kierstyn Williamson as an Alternate Member to the Recreation Commission.
- 3) Request for Approval to change Zach Williamson from an Alternate to a Full member of the Recreation Commission.
- 4) Request for Approval to change Liz Snell from a Full member to an Alternate member of the Recreation Commission.
- 5) NH RSA (31:95(b)) Request for Acceptance and Appropriation of Unanticipated Revenues under \$10,000 – Donation to the Milford Police Departments K-9 Unit - \$41.24.
- 6) Request for Approval of Intent to Cut – Map 53 Lot 29

b) OTHER DECISIONS.

5. TOWN STATUS REPORT – Administrator Bender

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62 **a. McGettigan Road Land Sale Update** - On advice of Town Counsel and as allowed on the sealed bid notice, the
63 town is rejecting all bids due to recently discovered errors and omissions on deeds related to the property. Bidders were
64 notified.
65

66 **b. Eversource Transmission Line Maintenance** - This is just information for residents. Eversource is planning work
67 on two lines running through Milford during 2019:

- 68 • 367 Line – Continuation of work last year in Mile Slip area of Milford then into Brookline and back into Milford in
69 Federal Hill and Ponemah Hill area and then into Amherst. They will be replacing about 14 poles.
- 70 • 314 Line running through Heron Pond.
71 Abutters will be notified by Eversource.
72

73 **c. Drainage Improvement and Paving Project** - This project has been in development for several years, ever since the
74 South Street Improvement Project. It will encompass South Street, Webster Street and Prospect Street. We secured an
75 easement from a property owner and have detailed engineering plans to address severe drainage issues on all three
76 streets involving blocked and capped drain lines and inadequate drainage. We specifically want to thank Brent Ouellette
77 who has been very patient and helpful through this process. Rick Riendeau, Public Works Director provided details on
78 the plan: There are several issues within the area that need to be fixed.

- 79 • Broken line south of the tracks on South Street about 78 feet down just before Lincoln Street. It's been broke
80 about 9 years. They found contaminated soil under the gas station. They will put in an overflow going into
81 Railroad Pond.
- 82 • Prospect Street has a broken line.
- 83 • There are issues with manhole covers popping up and water coming down the street.
- 84 • They discovered a capped line while investigating issues on Webster Street. It was capped during a sewer in-
85 stillation. .
- 86 • They also found a plugged line and issue with a manhole at the intersection of Webster Street and Gilson
87 Street.

88 Because of the complexity of the issues, we are staying with CLD because they have a lot of information from the work
89 they previously did on South Street. We will have to go between two duck banks which limit the size of the pipe we can
90 use. We should gain longevity after all of the improvements. We would like to put this out to bid on March 13th, have it
91 back by April 3rd, notice of the award by April 10th, sign the contract by April 17th and have a substantial completion by
92 August 9th (95% of the project) with a contract end of August 23rd. The Engineering estimate for the project is
93 \$433,000. This will complete the drainage issues, adds 8 or 9 structures and fix the curb and sidewalk along Prospect
94 Street.
95

96 Selectman Daniels asked if this was totally Milford or are there grants available. Rick replied, totally Milford. Adminis-
97 trator Bender said this will eat into our 2019 paving plan, but with the money we set aside for paving, the money in the
98 budget for drainage, plus year 3 of the paving plan, we will still be able to do some reconstruction. The Boards consen-
99 sus was for Rick to go out to bid.
100

101 **d. Sand and Gravel Project Phase II** - The operator has started reclaiming the pit area and Phase I of the Gravel Re-
102 moval Area. To date we have removed approximately 90,000 cubic yards generating revenue to the town of \$130,000.
103 The operator has additional contracts lined up and expects activity to increase. This spring we will cut timber to prepare
104 for the next phase of the operation.
105

106 Suzanne Fournier, Milford resident repeated what the Town Administrator stated earlier. The total that was expected
107 was supposed to be 638,000 cubic yards for 24 acres. It should be an average of 27 cubic yards per acre not the 9,000
108 that we received from the first 10 acres. It should have been 270,000 not 90,000. She asked where the cubic years went
109 and asked if North East Sand and Gravel ran into trouble. She spoke about reclamation and stated that they were sup-
110 posed to be reclaiming 5 acres of any new activity at a time. She's shocked. They only have 33% of the 10 acres com-
111 pleted, if in fact they are done. She asked the Town Administrator if they were done. He replied that he didn't say they
112 were done. She asked the Board to look into it and stop all operations until all questions are answered.
113

114 Chris Labonte, Milford resident asked when they would have an update posted on the web for the expenses and income
115 of the gravel operation. Chairman Federico said he would ask the Town Administrator to update it this week.
116

117 **e. Melendy Land Transfer, Lot 52-4-1** - Attorney Tom Quinn, representing the Melendy land owners association,
118 approached the Town about a transfer of title to Lot 52-4-1 (approximately 2.5 acre, land locked parcel adjacent to the
119 rail trail) in exchange for the release of Land Use Change Tax due of \$13,570. The Planning Board and Conservation

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120 Commission have both reviewed the transfer. Copies of the letter from Attorney Quinn, the Tax Map and Planning
121 Board and Conservation Commission recommendations were distributed for your review. Staff is proposing we sched-
122 ule the 1st Public Hearing on March 25. Attorney Quinn will present additional details. The 2nd Public Hearing would
123 be on April 8 followed by the Selectmen vote on April 22. Selectman Dargie asked what the assessed value of the lot
124 was. Marti said \$1,000 because its land locked.

125
126

6. DISCUSSIONS: N/A

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128

7. SELECTMEN’S REPORTS/DISCUSSIONS.

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130

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

131
132

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

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134

8. APPROVAL OF FINAL MINUTES. Selectman Putnam moved to approve the minutes of February 25, 2019 as amended. Selectman Daniels seconded. All were in favor. The motion passed 4/0.

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136

9. INFORMATION ITEMS REQUIRING NO DECISIONS.

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138

10. NOTICES. Chairman Federico read the notices.

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140

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

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142
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12. ADJOURNMENT: Selectman Putnam moved to adjourn at 6:27. Selectman Daniels seconded. All were in favor. The motion passed 4/0.

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145
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147

Kevin Federico, Chairman

Excused

Laura Dudziak, Member

148
149
150

Gary Daniels, Vice Chairman

Paul Dargie, Member

151
152
153

Mike Putnam, Member

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156