

**5:30: Introduction of
New Finance Director –
Paul Calabria**

Town Hall
1 Union Square
Milford, NH 03055-4240
(603) 249-0628
Fax (603) 673-2273
www.milford.nh.gov
conservation@milford.nh.gov

Town of Milford
CONSERVATION COMMISSION



April 17, 2019

Board of Selectmen
RE: Conservation Easement on Mile Slip and Hitchiner Town Forests

To the Board:

The Milford Conservation Commission (MCC) 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 partial funding for this CE will be with a Mooseplate grant which was awarded to the MCC.

This Conservation Easement approval is back before the Board of Selectmen because of edits which needed to be made. Due to the length of time it took to execute this Conservation Easement, the Milford CC lost a funding source. The State of NH Aquatic Resource Mitigation (ARM) Program grant awarded to the MCC in 2016 has expired. Since we will not be receiving any funding from the state, the ARM program staff asked that all references to their participation as a Third Party to this Conservation Easement be removed. These changes have been made and the resulting document awaits your approval.

Respectfully,

Chris Costantino,
Milford Conservation Commission| Alternate Member

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 (iii) 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;³⁵ 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.~~

1514. 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.~~

1615. 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.

1716. 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.

1817. 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.

1918. 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

| 2019. 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.

| 2120. 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.

| 2221. 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~~ April 2019.

Grantor: TOWN OF MILFORD

By: BOARD OF SELECTMEN

STATE of NEW HAMPSHIRE

Hillsborough, ss.

On this ___ day of ~~March~~ April 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~~ April 2019.

Grantee:
NEW ENGLAND FORESTRY FOUNDATION, INC.

By: _____
Robert Perschel, Executive Director, Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

| On this ___ day of ~~April~~ 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.

5:40: Notification of New Deputy Town Clerk

VERBAL

5:45 Application for Elderly Exemption Applicant Exceeding Income Criteria
(recommend for exemption this year) (1)

MEMORANDUM

DATE: April 22, 2019

TO: Board of Selectmen

CC: Mark Bender

FROM: Marti Noel, Assessor

RE: Approval for Elderly Exemption Applicant Exceeding Income Criteria

There is an elderly exemption applicant filing this year who has resided at this residence since 1995, and has been receiving the exemption since 2008. This year the income of this applicant exceeds the maximum of \$38,600 for an unmarried applicant by \$323 dollars.

The application indicates minimal assets from which to rely for any sudden increase in expenses.

It is beyond the deadline for filing for either hardship abatement or elderly deferral, both deadlines being March 1.

Based on criteria, the Board has grounds to Deny this application. However, given the residency and exemption histories of this applicant, I would like to recommend an exception for this year.

If the Board chooses to grant an exception this year, I will notify the applicant that in future years, if income exceeds Milford's guidelines, the elderly deferral might be an option to consider. In any event, an exception this year will allow the applicant time to consider the available options for subsequent years should income continue to exceed the limits set by Milford's voters.

Memorandum

To: Board of Selectman

From: Marti Noel, Assessor

Date: April 22, 2019

Re: Elderly Exemption - For Approval

72:33 Application for Exemption or Tax Credit. For Approval (1)

10. **No person shall be entitled to the exemptions or tax credits provided by RSA 72:28, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-b, 39-b, 62, 66, and 70 unless the person has filed with the selectmen or assessors, by April 15 preceding the setting of the tax rate, a permanent application therefore, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the exemption or tax credit is claimed and that the applicant was duly qualified upon April 1 of the year in which the exemption or tax credit is first claimed, or, in the case of financial qualifications, that the applicant is duly qualified at the time of application...".**

72:34 Investigation of Application and Decision by Town Officials.

10. **On receipt of an application provided for in RSA 72:33 or RSA 72:38-a, the selectmen or assessors shall examine it as to the right to the tax exemption, tax deferral or tax credit, the ownership of the property listed, and, if necessary, the encumbrances reported.**

May request true copies of any documents as needed to verify eligibility. Unless otherwise provided for by law, all documents submitted with an application or as requested, as provided for in paragraphs I and II, and any copies shall be considered confidential, handled so as to protect the privacy of the individual, and not used for any purpose other than the specific statutory purposes for which the information was originally obtained. All documents and copies of such documents submitted by the applicant shall be returned to the applicant after a decision is made on the application.

II. For those exemptions having income or asset limitations, the assessing officials may request true copies of any documents as needed to verify eligibility. Unless otherwise provided for by law, all documents submitted with an application or as requested, as provided for in paragraphs I and II, and any copies shall be considered confidential, handled so as to protect the privacy of the individual, and not used for any purpose other than the specific statutory purposes for which the information was originally obtained. All documents and copies of such documents submitted by the applicant shall be returned to the applicant after a decision is made on the application.

III. The assessing officials shall grant the exemption, deferral, or tax credit if:

- (a) **They are satisfied that the applicant has not willfully made any false statement in the application for the purpose of obtaining the exemption, deferral, or tax credit; and**
- (b) **The applicant cooperated with their requests under paragraph II, if it applies.**

The documentation needed to verify eligibility is as follows:

IRS Federal Form 1040

NH Interest & Dividends Tax Return

Annual 1099 Social Security Statement(s)

All Other 1099 Statements

Property Tax Inventories from other Towns/States/Communities

72:40-b Publishing Prohibited.

The names of persons receiving an exemption under RSA 72:39-b (the Elderly Exemption) shall not be printed in any list for publication except as required under RSA 74:2

I have reviewed all elderly applications and I recommend that the Board of Selectman **approve** the attached list of applicants for Elderly Exemption for the tax year 2019. The attached list identifies all applicants approved as a matter of public record and to expedite your decision making process. Due to the

financial criteria governing these the elderly exemptions and in adherence to RSA 72:40-b, only file numbers will be listed excluding the names and addresses of the applicants.

File #	D.O.B	Exemption Amount	Status	Date Received
3488	10/5/1938	\$121,400 Elderly 4 Over ride	W	4/9/2019

PLEASE REFER TO ATTACHED MEMO BEFORE SIGNING

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	SELECTMEN SIGNATURES OF DENIAL	DATE
GARY DANIELS			4/22/2019
PAUL DARGIE			4/22/2019
MIKE PUTNAM			4/22/2019
LAURA DUDZIAK			4/22/2019
CHRIS LABONTE			4/22/2019

Memorandum

To: Board of Selectman
From: Marti Noel, Assessor
Date: April 22, 2019
Re: Elderly Exemption - For Approval
72:33 Application for Exemption or Tax Credit. For Approval (36)

10. **No person shall be entitled to the exemptions or tax credits provided by RSA 72:28, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-b, 39-b, 62, 66, and 70 unless the person has filed with the selectmen or assessors, by April 15 preceding the setting of the tax rate, a permanent application therefore, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the exemption or tax credit is claimed and that the applicant was duly qualified upon April 1 of the year in which the exemption or tax credit is first claimed, or, in the case of financial qualifications, that the applicant is duly qualified at the time of application...”.**

72:34 Investigation of Application and Decision by Town Officials.

10. **On receipt of an application provided for in RSA 72:33 or RSA 72:38-a, the selectmen or assessors shall examine it as to the right to the tax exemption, tax deferral or tax credit, the ownership of the property listed, and, if necessary, the encumbrances reported.**

May request true copies of any documents as needed to verify eligibility. Unless otherwise provided for by law, all documents submitted with an application or as requested, as provided for in paragraphs I and II, and any copies shall be considered confidential, handled so as to protect the privacy of the individual, and not used for any purpose other than the specific statutory purposes for which the information was originally obtained. All documents and copies of such documents submitted by the applicant shall be returned to the applicant after a decision is made on the application.

II. For those exemptions having income or asset limitations, the assessing officials may request true copies of any documents as needed to verify eligibility. Unless otherwise provided for by law, all documents submitted with an application or as requested, as provided for in paragraphs I and II, and any copies shall be considered confidential, handled so as to protect the privacy of the individual, and not used for any purpose other than the specific statutory purposes for which the information was originally obtained. All documents and copies of such documents submitted by the applicant shall be returned to the applicant after a decision is made on the application.

III. The assessing officials shall grant the exemption, deferral, or tax credit if:

- (a) **They are satisfied that the applicant has not willfully made any false statement in the application for the purpose of obtaining the exemption, deferral, or tax credit; and**
- (b) **The applicant cooperated with their requests under paragraph II, if it applies.**

The documentation needed to verify eligibility is as follows:

IRS Federal Form 1040
NH Interest & Dividends Tax Return
Annual 1099 Social Security Statement(s)
All Other 1099 Statements
Property Tax Inventories from other Towns/States/Communities

72:40-b Publishing Prohibited.

The names of persons receiving an exemption under RSA 72:39-b (the Elderly Exemption) shall not be printed in any list for publication except as required under RSA 74:2

I have reviewed all elderly applications and I recommend that the Board of Selectman **approve** the attached list of applicants for Elderly Exemption for the tax year 2019. The attached list identifies all applicants approved as a matter of public record and to expedite your decision making process. Due to the

financial criteria governing these the elderly exemptions and in adherence to RSA 72:40-b, only file numbers will be listed excluding the names and addresses of the applicants.

File #	D.O.B	Exemption Amount	Status	Date Received
59	2/23/1951	\$69,000	S	4/9/2019
165	10/4/1948	\$69,000	S	4/11/2019
681	6/21/1946	\$69,000	M	4/9/2019
789	1/16/1951	\$69,000	S	3/22/2019
877	7/4/1946	\$69,000	S	3/18/2019
1734	10/15/1948	\$69,000	W	4/4/2019
1958	11/14/1946	\$69,000	S	2/8/2019
1984	6/8/1946	\$69,000	W	3/7/2019
2783	6/21/1947	\$69,000	S	3/15/2019
2891	6/5/1947	\$69,000	W	3/8/2019
3475	2/14/1950	\$69,000	S	4/9/2019
3650	10/10/1947	\$69,000	M	4/6/2019
3775	8/2/1946	\$69,000	S	3/11/2019
4385	8/25/1946	\$69,000	S	2/11/2019
69	11/3/1943	\$103,000	M	3/1/2019
508	3/11/1941	\$103,000	M	3/8/2019
782	8/24/1940	\$103,000	W	2/16/2019
1855	2/11/1941	\$103,000	W	2/27/2019
2016	9/10/1943	\$103,000	W	3/11/2019
2476	12/21/1946	\$103,000	W	3/18/2019
2477	10/17/1941	\$103,000	W	3/8/2019
2497	8/8/1942	\$103,000	M	2/14/2019
2695	6/14/1941	\$103,000	M	2/11/2019
3418	7/9/1941	\$103,000	M	4/1/2019
183997	4/3/1939	\$103,000	W	3/14/2019
184027	1/21/1944	\$103,000	S	3/8/2019

184376	2/8/1941	\$103,000	W	2/28/2019
114	11/25/1938	\$137,000	M	4/11/2019
344	12/15/1938	\$137,000	M	4/1/2019
1063	12/14/1938	\$137,000	W	4/11/2019
1133	4/24/1938	\$137,000	M	3/28/2019

The following are new applicants for the 2019 tax year & require the PA-29 to be signed by the BOS

File #	D.O.B	Exemption Amount	Status	Date Received
965	10/18/1944	\$69,000	W	3/27/2019
1204	1/22/1948	\$69,000	S	2/19/2019
184019	10/31/1948	\$69,0000	W	3/8/2019
1760	6/3/1953	\$53,100 Elderly 4 Override	S	2/5/2019
2908	8/29/1950	\$39,800 Elderly 4 Override	W	2/18/2019

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

5:45 Application for Tax Credit for Service Connected Total Disability for Approval (1)

To: Board of Selectman

From: Marti Noel, Assessor

Date: 4/22/2019

Re: Tax Credit for Service Connected Total Disability – **For Approval (1)**

The following list, as a matter of public record has applied for the Tax Credit for Service Connected Total Disability RSA 72:35 for tax year 2019. I have reviewed this application along with the supporting documentation and am recommending that the selectman **approve** the following list of qualified veterans. This will need the PA-29 signed.

MAP/LOT	Property Address	Veteran/Property Owner	Amount	Date Received
39-76	2 Sunset Cir	Cheryl Monnell	\$1,400.00	3/25/2019

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

5:45 Applications for All Veterans Tax Credit for Approval (5)

Memorandum

To: Board of Selectman
From: Marti Noel, Assessor
Date: 4/22/2019
Re: All Veterans Tax Credit – **For Approval (5)**

The following list, as a matter of public record has applied for the All Veterans Tax Credit RSA 72:28-b (**Approved 2017 tax year town vote ballot question 27**) for the 2019 tax year. I have reviewed the applications along with the supporting documentation and am recommending that the selectman **approve** the following list of qualified veterans. These will need the PA-29 signed.

Map/Lot	Property Address	Property Owner/Veteran	Amount	Date Received
8-52-1C-9	19 Hutchison Dr	William Wheeler	\$300.00	11/09/2017*
24-17-7	19 Lewis St	Brian Shattuck	\$300.00	3/29/2019
37-106	18 Cypress Rd	Maria Schweizer	\$300.00	3/25/2019
40-39-9	26 Taylor Dr	Kevin Broadhurst	\$300.00	4/3/2019
42-73-M-6	26 Melendy Rd #63	Mona Zaker – Spouse New Applicant	\$300.0	3/8/2019

*Did not qualify until 2019- NH Resident 1 year preceding April 1.

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

Memorandum

To: Board of Selectman

From: Marti Noel, Assessor

Date: 4/22/2019

Re: Change in Status- Veterans who have placed their property into a trust.

The following list, as a matter of public record, I have reviewed this application along with the supporting documentation and am recommending that the selectman **approve** the following list of qualified veterans. These will need the PA-29 signed.

RSA 72:29 VI..the ownership of real estate, as expressed by such words as "owner," "owned" or "own," shall include those who have placed their property in a grantor/revocable trust or who have equitable title or the beneficial interest for life in the subject property.

Map/Lot	Address	Veteran/Property Owner(s)	Amount	Date Received
10-46	45 Whitten Rd	The Hill Family Revocable Trust Raymond Hill is the Veteran	\$300	3/11/2019
37-34	22 Sycamore Rd	Kenneth & Han Pong Simons Revocable Trust Kenneth Simons is the veteran	\$300	4/9/2019

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

5:45 Application for Tax Credit for Service Connected Disability - Spouses
for Approval (1)

Memorandum

To: Board of Selectman
From Marti Noel, Assessor
Date: 4/22/2019

Re: Tax Credit for Service Connected Disability – Applications in spouses name after death of Veteran who is receiving the Veterans Tax Credit-For Approval (1) This will need the PA-29 signed

This is also a change in status*

The following list, as a matter of public record has applied for the Tax Credit for Service Connected Total Disability tax year 2019. I have reviewed this application along with the supporting documentation and I am recommending that the selectman **approve** the following changes based on the RSA listed below.

72:35

II. The standard or optional tax credit under this section may be applied only to property which is occupied as the principal place of abode by the disabled person or the surviving spouse. The tax credit may be applied to any land or buildings appurtenant to the residence or to manufactured housing if that is the principal place of abode.

Map-Lot	Address	Spouse	Amount *	Date Received
8-71-C-65	65 Quarry Cir Dr	Rita Hoover	\$1400*	3/26/2019

The deceased veteran was receiving the standard veteran’s tax credit of \$300.00

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

Memorandum

To: Board of Selectman

From: Marti Noel, Assessor

Date: 4/22/2019

Re: Veterans Tax Credit – Applications in spouses name after death of Veteran who is receiving the Veterans Tax Credit-For Approval (2) Please sign PA-29 also.

The following list, as a matter of public record will have a change in application name. A widow or widower is entitled to continue receiving benefits of a qualified veteran. I have reviewed these applications along with the supporting documentation and am recommending that the selectman **approve** the following changes based on the RSA listed below.

72:28 Standard and Optional Veterans' Tax Credit. –

IV. The following persons shall qualify for the standard veterans' tax credit or the optional veterans' tax credit:

(a) Every resident of this state who served not less than 90 days in the armed forces of the United States in any qualifying war or armed conflict listed in this section and was honorably discharged or an officer honorably separated from service; **or the spouse** or surviving spouse of such resident;

Map-Lot	Address	Spouse	Amount	Date Received
35-24-C-20	21 Gerrys Way	Joan Langille	\$300.00	1-31-2019
36-111	61 Briarcliff Dr	Dawn Gsrneau	\$300.00	4/10/2019

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

Memorandum

To: Board of Selectman
From: Marti Noel, Assessor
Date: 4/22/2019
Re: Veterans Tax Credit – **For Approval (13)**

The following list, as a matter of public record has applied for the Standard Veterans Tax Credit RSA 72:28 for tax year 2019. I have reviewed the applications along with the supporting documentation and I am recommending that the selectman **approve** the following list of qualified veterans. These will need the PA-29 signed.

Map/Lot	Address	Veteran/Property Owner(s)	Amount	Date Received
4-3-24	45 Baldwin Rd	Gregory Earle	\$300.00	3/30/2019
10-27	144 Savage Rd	David Knowles	\$300.00	3/19/2019
27-14	8 Border St	Stephen Palmer	\$300.00	4/8/2019
30-30	7 Vine St	Roland Beaulé Jr.	\$300.00	3/14/2019
37-145	4 Boxwood Cir	Allen Hoyt	\$300.00	1/15/2019
38-72	30 Chappell Dr	Michael Venus	\$300.00	4/15/2019
39-35	6 Alder St	Ernest Pearson	\$300.00	3/14/2019
39-70-6	23 West Meadow Ct	Peter Gorman	\$300.00	1/2/2019
41-58	244 Whitten Rd	Eric Cunha	\$300.00	2/15/2019
45-3-29	15 Holden Ln	Richard Charbonneau	\$300.00	4-5-2019
47-29-2	85 Old Brookline Rd	Terrance Wilkins	\$300.00	47-29-2
50-2-6	193 Mile Slip Rd	Anthony Petrain	\$300.00	3-25-2019
53-37-2	268 Federal Hill Rd	Kevin Van Steensel	\$300.00	4/5/2019

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

Memorandum

To: Board of Selectman

From: Marti Noel, Assessor

Date: 4/22/2019

Re: Exempt Properties For Approval (35)

72:23 Real Estate and Personal Property Tax Exemption. – The following real estate and personal property shall, unless otherwise provided by statute, be exempt from taxation:

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) 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 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. This subparagraph shall not apply to leases of state-owned railroad properties which are subject to railroad taxes under the provisions of RSA 82 or which provide revenue to the state, a portion of which is distributed to cities and towns pursuant to RSA 228:69, I(a). All such leases and agreements shall include a provision that “failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor.” All such leases and agreements entered into on or after January 1, 1994, shall clearly state the lessee’s obligations regarding the payment of both current and potential real and personal property taxes, and shall also state whether the lessee has an obligation to pay real and personal property taxes on structures or improvements added by the lessee.

(c) If the lessee using or occupying the property fails to pay the duly assessed personal and real estate taxes on the due date, the tax collector of the taxing district involved shall notify the lessor that the same remains unpaid. Upon receipt of said

notification from the tax collector, the lessor shall terminate said lease or agreement and pay over to the tax collector from amounts received from said lease such sums as are necessary to satisfy the tax due.

(d) The exemptions provided in subparagraph (a) shall apply to the lands and the buildings and structures thereon and therein and personal property owned by the university system of New Hampshire. The requirements of subparagraph (b) shall apply to all leases and other agreements entered into or renewed on or after April 1, 2006, the terms of which provide for the use or occupation by others of real or personal property owned by the university system of New Hampshire. The remedies set forth in subparagraph (c) shall be available to enforce the payment of real and personal property taxes assessed against the lessees of property owned by the university system of New Hampshire pursuant to this subparagraph.

II. Lands and buildings and personal property owned and used by any county for governmental purposes, including hospitals, court houses, registry buildings, and county correctional facilities except that county farms and their lands, buildings and taxable personal property shall be taxed.

III. Houses of public worship, parish houses, church parsonages occupied by their pastors, convents, monasteries, buildings and the lands appertaining to them owned, used and occupied directly for religious training or for other religious purposes by any regularly recognized and constituted denomination, creed or sect, organized, incorporated or legally doing business in this state and the personal property used by them for the purposes for which they are established.

IV. The buildings and structures of schools, seminaries of learning, colleges, academies and universities organized, incorporated or legally doing business in this state and owned, used and occupied by them directly for the purposes for which they are established, including but not limited to the dormitories, dining rooms, kitchens, auditoriums, classrooms, infirmaries, administrative and utility rooms and buildings connected therewith, athletic fields and facilities and gymnasiums, boat houses and wharves belonging to them and used in connection therewith, and the land thereto appertaining but not including lands and buildings not used and occupied directly for the purposes for which they are organized or incorporated, and the personal property used by them directly for the purposes for which they are established, provided none of the income or profits are divided among the members or stockholders or used or appropriated for any other purpose than the purpose for which they are organized or established; provided further that if the value of the dormitories, dining rooms and kitchens shall exceed \$150,000, the value thereof in excess of said sum shall be taxable. A town at an annual town meeting or the governing body of a city may vote to increase the amount of the exemption upon dormitories, dining rooms and kitchens.

V. The buildings, lands and personal property of charitable organizations and societies organized, incorporated, or legally doing business in this state, owned, used and occupied by them directly for the purposes for which they are established, provided that none of the income or profits thereof is used for any other purpose than the purpose for which they are established.

V-a. The real estate and personal property owned by any organization described in paragraphs I, II, III, IV or V of this section and occupied and used by another organization described in said paragraphs, but only to the extent that such real estate and

personal property would be exempt from taxation under said paragraphs if such property were owned by the organization occupying and using the property, as long as any rental fee and repairs, charged by the owner, are not in clear excess of fair rental value.

VI. Every charitable organization or society, except those religious and educational organizations and societies whose real estate is exempt under the provisions of paragraphs III and IV, shall annually before June 1 file with the municipality in which the property is located upon a form prescribed and provided by the board of tax and land appeals a statement of its financial condition for the preceding fiscal year and such other information as may be necessary to establish its status and eligibility for tax exemption.

VII. For the purposes of this section, the term “charitable” shall have the meaning set forth in RSA 72:23-l.

I have reviewed the following Exempt/Charitable applications and I recommend you **approve** the following applicants for the 2019 tax year.

Map/Lot	Address	Name
25-113	15 Cottage St	American Legion
25-114	15 Cottage St	American Legion
8-64	13 Buxton Rd	Area Agency Properties, Inc
46-30	482 Osgood Rd	Area Agency Properties, Inc
41-26	Mason Rd	Beaver Brook Association
41-27	Mason Rd	Beaver Brook Association
41-38	Mason Rd	Beaver Brook Association
26-186	10 Amherst St	Church of Our Savior
47-12	54 Melendy Rd	Colonial Hills Baptist Church
22-92	42 Summer St	First Baptist Church
24-12	Lewis St	First Baptist Church
24-13	65 West St	First Baptist Church
24-14	12 Spaulding St	First Baptist Church
25-38	103 South St	First Church of Christ Scientist
25-51	10 Union St	First Congregational Church
30-115	23 Webster St.	Granite Grange
18-5	273 Elm St	Light of the World Christian Church
43-13	365 South St	Little Arrows Child Care Services
25-57	5 Union St	Livermore Community
25-50	6 Union St	Milford Historical Society
13/1/2	0 Elm St	Milford Historical Society
26-146	95 High St	Milford Home for Aged Women
25-31	30 Mont Vernon St	Milford Masonic Temple
21-22	Mont Vernon St	Milford Masonic Temple
26-91	40 Bridge St	Milford Mill (Pilot)
26-182	21 Bridge St	Milford Mill (Pilot)
39-27	33 Alder St	Milford United Methodist Church, Inc
4-33	327 No. River Rd	Milford United Methodist Church, Inc
26-11	34 Amherst St	Roman Catholic Bishop of Manchester
26-9	26 Amherst St	Roman Catholic Bishop of Manchester

25-126	1 Columbus Ave	Share Outreach, Inc
13-10-2	10 Jones Rd	Southern NH Medical Center (Pilot)
21-23	56 Mont Vernon St	Souhegan Valley Boys & Girls Club
25-59	20 Elm St	Unitarian Universalist Cong
21-3	1 VFW Way	VFW Harley Sanford Post #4368

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

Memorandum

To: Board of Selectman

Fr: Marti Noel Assessor

Date: 4/22/2019

RE: Solar Exemption- Application for Solar Exemption for Approval (5)

The following list, as a matter of public record, has applied for the Solar Exemption.

I have reviewed the application for the Solar Exemption along with the supporting documentation and am recommending that the selectmen **approve** the following applicants for the 2019 tax year based on the RSA listed below. The PA-29, a permanent application, must be signed by Board members.

As you are aware, in March 2016 the Town voted to approve the Warrant Article changing the amount of the solar exemption from the *cost* of the system to the *contributory value* of the system. After the warrant article passed, the assessing department sent notices to all parties that had applied for a building permit for solar panels, reminding them to make application for this exemption. This is a partial list of applicants, as the deadline to file is April 15. Attached are the RSA's that address Solar Exemption.

Map/ Lot	Address	Property Owner	Amount	Date Received
5-31	133 Jennison Rd	Christopher & Danielle Ferris	\$10,000	3/8/2019
13-3-1	633 Elm St	Poodle Crossing LLC	\$10,000	4/11/2019
40-66	66 Clark Rd	Helen Gordon	\$10,000	1/7/2019
52-82	706 NH RTE 13 S	Shayne & Savanah Jette	\$10,000	3/25/2019
53-34-5	451 Ponemah Hill Rd	Heiko & Heike Moritz	\$10,000	4/3/2019

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

72:62 Exemptions for Solar Energy Systems. – Each city and town may adopt under RSA 72:27-a an exemption from the assessed value, for property tax purposes, for persons owning real property which is equipped with a solar energy system as defined in RSA 72:61.

72:61 Definition of Solar Energy Systems. – In this subdivision “solar energy system” means a system which utilizes solar energy to heat or cool the interior of a building or to heat water for use in a building and which includes one or more collectors and a storage container. “Solar energy system” also means a system which provides electricity for a building by the use of photovoltaic panels.

Memorandum

To: Board of Selectman
From: Marti Noel Assessor
Date: 4/22/2019
Re: Residences in Industrial or Commercial Zone – For Approval (37)

75:11 Appraisal of Residences. –

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

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

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

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

I have reviewed the applications and I recommend that the Board of Selectman **approve** the attached list of applicants for Residences in a Industrial or Commercial Zone for the tax year 2019. The attached list identifies all applicants approved as a matter of public record and to expedite your decision making process.

MAP/LOT	ADDRESS	PROPERTY OWNER	ZONE	DATE RECEIVED
7-19	84 Old Wilton Rd	Matthew & Stephanie Renda	ICI2	4/2/2019
11-13	74 Wilton Rd	Brendan & Janelle Getman	ICI	4/11/2019
11-14	78 Wilton Rd	Matthew Tedford	ICI	4/15/2019

14-5	60 Old Wilton Rd	Sokkhorn Khuth	ICI2	3/25/2019
14-11	11 Old Wilton Rd	Steve & Sherry Foskett	I	1/7/2019
15-2	8 Westchester Dr	David & Kristen Rysdam	C	3/25/2019
18-6	210 Elm St	Thomas & Xhevit Bifsha	C	2/25/2019
20-56	122 Elm St	Janet Langdell	C	3/22/2019
21-5	35 Mont Vernon St	Hays Junkins	C	1/8/2019
25-78	33 Union St	David Griffin	C	3/14/2019
25-88	38 Cottage St	Seth Russell	C	4/8/2019
26-94	140 Brtidge St	Gingerlee & Beth Riddle	C	1/7/2019
26-118	130 Franklin St	Stephen Steeves	C	1/24/2019
26-121	15 Clinton St	Thomas & Sandra Staiti	C	1/9/2019
26-131	40 Franklin St	Betti Russell	C	2/25/2019
26-133	70 Franklin St	Martin Bialczak	C	1/7/2019
26-138	130 High St	Hubbard & Margaret Seward	C	2/8/2019
29-84	5 Cherry St	Gary & Michelle LaFreniere	C	1/9/2019
29-87	19 Lincoln St	Russell & Ellen Works	C	12/31/2019
29-94	225 South St	John Greenhow	C	3/18/2019
29-105	181 South St	Peter Richard	C	2/25/2019
30-4	340 Nashua St	Justin & Linda Jo Pettingell	LC	1/16/2019
30-127	234 South St	Daniel & Catherine Clark	C	1/4/2019
30-128	246 South St	James & Kathryn Heald	C	1/2/2019
30-133	17 Marshall St	Riley Smith	C	2/21/2019
31-5	415 Nashua St	Sean Sullivan	LC	3/21/2019
32-13	Barbara Medlyn	18 Medlyn St	LC	1/7/2019

32-14	22 Medlyn St	Wayne Smith	LC	1/31/2019
32-15	19 Medlyn St	Jenifer Fisher	LC	3/4/2019
32-16-2	11 Medlyn St	Edward & Christina Medlyn	LC	1/4/2019
32-23-6	5 Charles St	Daniel McFarland	LC	3/20/2019
32-29	451 Nashua St	Gloria Maguire	LC	1/21/2019
35-3-1	Steven St. Cyr	268 South St	C	35-3-1
48-4	26 Old Brookline Rd	Charles & Deanna Carter	ICI	1/4/2019
48-18	26 Colburn Rd	Thomas Hughes	ICI	1/14/2019
48-19-1	498 NH Rte 13S	Duane & Andrea Chappell	ICI	1/7/2019
48-39	59 Emerson Rd	Delmar & Barbara Patten	C	1/7/2019

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
GARY DANIELS		4/22/2019
PAUL DARGIE		4/22/2019
MIKE PUTNAM		4/22/2019
LAURA DUDZIAK		4/22/2019
CHRIS LABONTE		4/22/2019

6:00 Skate Park for Brandon "Memo" Kluz

Skate Park for Brandon "Memo" Kluz

The Brandon "Memo" Kluz Memorial Group would like to build a new feature in memory of Brandon at the Milford Skate Park. We are going to fund the entire project ourselves, with help from The Lions Club, and donations from local businesses. The feature would be a bowl in the far left corner of the skate park within the park's original footprint. The group would also like to be responsible for making repairs to the existing features, and in collaboration with Parks and Rec, create a contingency plan for adding more features in the future. The project will be broken into the following phases:

- Phase one of the project would be to make repairs (filling cracks and re-welding rails that are cracked)
- Phase two would be the construction of the bowl.
- Phase three would be an ongoing project to revitalize the skate park for the next generation of residents to enjoy.

Derek Mossey will be presenting the information to the board and answer any questions about the project.

4. a) 1) Request for Acceptance of Unanticipated Revenues under \$10,000.

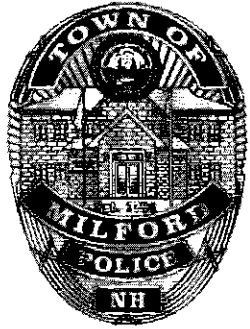
Board of Selectmen
Agenda Date: 4/22/19

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

Source	Amount	Purpose
City of Lebanon	\$ 600.00	Donation to the Milford Police Department for the IPMBA Mountain Bike training to cover the costs of two City of Lebanon Police Officers. See attached memo from the Police Chief.
Vinterest Antiques & Flips, LLC	\$ 58.89	Donation to the K-9 Unit Special Purpose Fund. See attached memo from the Police Chief.

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

None at this time.

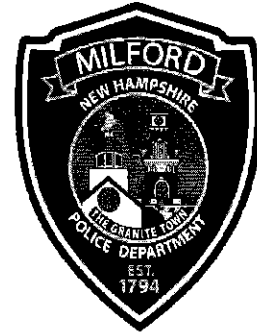


Town of Milford

POLICE DEPARTMENT

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

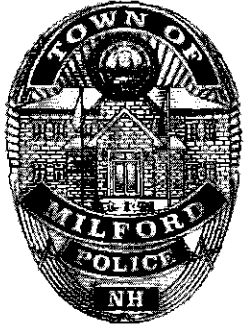
Michael J. Viola
Chief of Police



To: Mark Bender, Town Administrator
Board of Selectmen
From: Chief Michael J. Viola
Date: April 11, 2019
Ref: Unanticipated Funds from the Lebanon Police Department

On behalf of the Milford Police Department, I am respectfully requesting the Board of Selectmen to consider and approve unanticipated funds in the amount of \$600.00 (six hundred dollars), from the Lebanon Police Department. These unanticipated funds are being paid to cover the costs of two Lebanon Police Officers to attend the upcoming IPMBA Mountain Bike training that is being hosted by the Milford Police Department.

Your consideration in this request would be greatly appreciated.

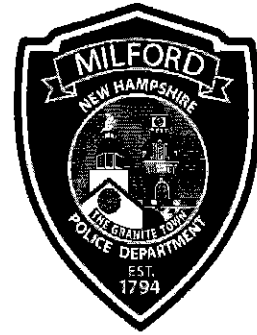


Town of Milford

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: April 8, 2019
Ref: Donation for the Milford Police Department K-9 Unit

On March 8, 2019, the Milford Police Department received a donation in the amount of \$58.89, (fifty eight dollars and 89 cents), from Vinterest Antiques & Flips. The company is donating the money for the department's K-9 Unit.

On behalf of the Milford Police Department, I am respectfully requesting the Board of Selectmen to consider and approve a donation in the amount of \$58.89 from Vinterest Antiques & Flips. I would also like to thank Vinterest Antiques & Flips for recognizing our K-9 Unit and for their donation to the Milford Police Department.

Your consideration in this request would be greatly appreciated.

4. a) 2) Request for Approval of Keyes Field Wall Art

Mark Bender

From: Wicked Ways inc. <wickedwaysinc@yahoo.com>
Sent: Wednesday, April 17, 2019 1:45 PM
To: Mark Bender
Subject: Keyes Field Art Wall

Hey Mark,

It was great to meet you the other day, and thank you for your time on hearing out my proposal! I would like permission to paint the big receding wall at Keyes Field. I've attached a photo of said wall. I would like to do a large Memorial piece for Brandon Kluz. He recently was killed in the Amherst shooting and he was a close friend of mine as well as a very active Milford local. He loved Milford and especially that skatepark and Keyes field and I know it would mean a lot to his family and friends. This mural would take up half the length of the wall.

I would also like to turn the other half of the wall into an active Legal Art Wall. An Active Legal Art Wall, is a legal spot for anyone of all ages to practice the art of murals, appropriate graffiti, and a large scale stenciling. There are many surrounding cities that all have active Legal Walls such as Manchester and Nashua. I've been painting at the nashua legal wall for quite a few years now.

For the legal wall portion, I would like to volunteer myself to Manage It, meaning, if artists would like to paint at the wall, they would need to come to My shop and speak to me for the approval. I would also be the first to clean the wall up if it were ever misused, such as anything profane or inappropriate. I also would like to host Art lessons at the wall, offered by my shop, to help individuals not only learn how to paint but also how to do it safely and legal. There's a huge difference between graffiti vandalism and graffiti Art, and I believe very firmly in the beautification of things with Art, and would love to spread the word as well.

And for those who don't know, I was the one who painted the Milford Pumpkin Festival mural this previous year! Here is a link to my website which showcases some of my previous graffiti and mural works I've done for businesses, events, art shows, and just for fun as well. <https://wickedwaysinc.com/walls>

If you have any questions at all let me know, I look forward to hearing back from you.

Thanks!

Eric Escobar
Wicked Ways inc
www.wickedwaysinc.com





4. a) 3) Request for approval of intent to cut Map 3 Lot 10 and Right of Way on Map 3 Lot 11

APR 21 2019

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

FORM PA-7

(Assigned by Municipality)

YR [] - TOWN [] - OP# [] - T []

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

RECEIVED

PLEASE TYPE OR PRINT (If filling in form on-line, use TAB Key to move through fields)

1. Town/City of: Milford

2. Tax Map/Block/Lot or USFS Sale Name & Unit No.
3-10 and ROW on 3-11

3. Intent Type: Original Supplemental

4. Name of Access Road: North River rd

5a. Acreage of Lot: 28 Acreage of Cut: 28

5b. Anticipated Start Date: 4-22-19

6. Type of ownership (check only one):
- a. Owner of Land and Stumpage (Joint Tenants)
 - b. Owner of Land and Stumpage (Tenants in Common)
 - c. Previous owner retaining deeded timber rights
 - d. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER OR LOGGER / FORESTER

BY MAIL OR E-MAIL

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.)

Attach a signature page for additional owners.

Andrew Gorden 4-12-19
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Krista Vincent 4-12-19
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)
10 Edward St

MAILING ADDRESS

Wilton NH 03086
CITY OR TOWN STATE ZIPCODE

vincentkrista@gmail.com
E-MAIL ADDRESS

603 654 7190 603 562 6605
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

- 4. Any timber tax bond required has been received.
\$ _____ Date: _____
- 5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
- 6. This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	50	MBF
Hemlock		MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak	2	MBF
Ash		MBF
Soft Maple		MBF
Beech/Pallet/Tie Logs	5	MBF
Other (Specify)		MBF
Pulpwood		Tons
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Biomass Chips	450	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	40	Cords

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, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

Andrew Gorden 4-12-19
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

Andrew Gorden
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

10 Edward St
MAILING ADDRESS

Wilton NH 03086
CITY OR TOWN STATE ZIPCODE

562 6605 _____
PHONE NUMBER E-MAIL ADDRESS

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

ORIGINAL WARRANT

4) a) 4) Approval of Two (2) Yield Tax Levy
for Excavation - Map 58 Lot 1 and Map 58
Lot 2

GRAVEL TAX LEVY

TAX YEAR: APRIL 1, 2018- MARCH 31, 2019

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY, SS

TO: Kathy P. Doherty, Collector of Taxes for

TOWN OF MILFORD, NH , in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Gravel Taxes set against their name(s), amounting in all to the sum of : **\$19.68** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

Given under our hands and seal at TOWN OF MILFORD, NH

Gary Daniels, Chair

Paul Dargie

Mike Putnam

Laura Dudziak

Chris Labonte

DATE: April 22, 2019

NAME & ADDRESS	MAP & LOT	OPERATION #	GRAVEL TAX DUE
Jane Provins 113 N Mason Rd Brookline, NH 03033	58-1	18-303-05-E	\$19.68
TAXPAYER 2 ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 3 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 4 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 5 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00

DATE DUE:

TOTAL DUE:

\$19.68

TOWN OF MILFORD, NH

OFFICE OF THE TAX COLLECTOR

1 UNION SQUARE

MILFORD, NH 03055

603-249-0655

Jane Provins
113 N Mason Rd
Brookline, NH 03033

EXCAVATION TAX ASSESSMENT PER RSA 72-B

TAX YEAR: APRIL 1, 2018- MARCH 31, 2019

PARCEL DATA	EARTH TYPE	CUBIC YARDS EXCAVATED	TAX PER CUBIC YARD	TAX DUE
PARCEL I.D./ TAX MAP NUMBER:	GRAVEL	984	\$0.02	\$19.68
58-1				
OPERATION NUMBER:	SAND	0	\$0.02	\$0.00
18-303-05-E				
	LOAM	0	\$0.02	\$0.00
	STONE PRODUCTS	0	\$0.02	\$0.00
	OTHER	0	\$0.02	\$0.00
	TOTAL EARTH:	984	TOTAL TAX:	\$19.68

Per RSA 72-B:4 - Interest as provided in RSA 72-B:6 shall be charged 30 days after the bills are mailed.

*** 18% APR INTEREST WILL BE CHARGED AFTER

ON UNPAID TAXES ***

APPEAL: Pursuant to RSA 72-B:13, an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 72-B:8, RSA 72-B:8-a and RSA 72-B:9.

TAX OFFICE HOURS: Monday - Friday 8:00 am to 4:00 pm

ORIGINAL WARRANT

GRAVEL TAX LEVY

TAX YEAR: APRIL 1, 2018 - MARCH 31, 2019

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY, SS

TO: Kathy P. Doherty, Collector of Taxes for

TOWN OF MILFORD, NH , in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Gravel Taxes set against their name(s), amounting in all to the sum of : **\$41.98** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

Given under our hands and seal at TOWN OF MILFORD, NH

Gary Daniels, Chair

Paul Dargie

Mike Putnam

Laura Dudziak

Chris Labonte

DATE: April 22, 2019

NAME & ADDRESS	MAP & LOT	OPERATION #	GRAVEL TAX DUE
Jane Provins 113 N Mason Rd Brookline, NH 03033	58-2	18-303-04-E	\$41.98
TAXPAYER 2 ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 3 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 4 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 5 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00

DATE DUE:

TOTAL DUE:

\$41.98

TOWN OF MILFORD, NH

OFFICE OF THE TAX COLLECTOR

1 UNION SQUARE

MILFORD, NH 03055

603-249-0655

Jane Provins
113 N Mason Rd
Brookline, NH 03033

EXCAVATION TAX ASSESSMENT PER RSA 72-B

TAX YEAR: APRIL 1, 2018- MARCH 31, 2019

PARCEL DATA	EARTH TYPE	CUBIC YARDS EXCAVATED	TAX PER CUBIC YARD	TAX DUE
PARCEL I.D./ TAX MAP NUMBER:	GRAVEL	2,099	\$0.02	\$41.98
58-2				
OPERATION NUMBER:	SAND	0	\$0.02	\$0.00
18-303-04-E				
	LOAM	0	\$0.02	\$0.00
	STONE PRODUCTS	0	\$0.02	\$0.00
	OTHER	0	\$0.02	\$0.00
	TOTAL EARTH:	2099	TOTAL TAX:	\$41.98

Per RSA 72-B:4 - Interest as provided in RSA 72-B:6 shall be charged 30 days after the bills are mailed.

*** 18% APR INTEREST WILL BE CHARGED AFTER

ON UNPAID TAXES ***

APPEAL: Pursuant to RSA 72-B:13, an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 72-B:8, RSA 72-B:8-a and RSA 72-B:9.

TAX OFFICE HOURS: Monday - Friday 8:00 am to 4:00 pm

LAW OFFICE OF
THOMAS F. QUINN
PROF. CORP.

4. b) 1) Acquisition of Land: Melendy
Road, Map 52 Lot 4-1

62 Elm Street
Milford, NH 03055

E-MAIL: tquinn@tfqtitle.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,

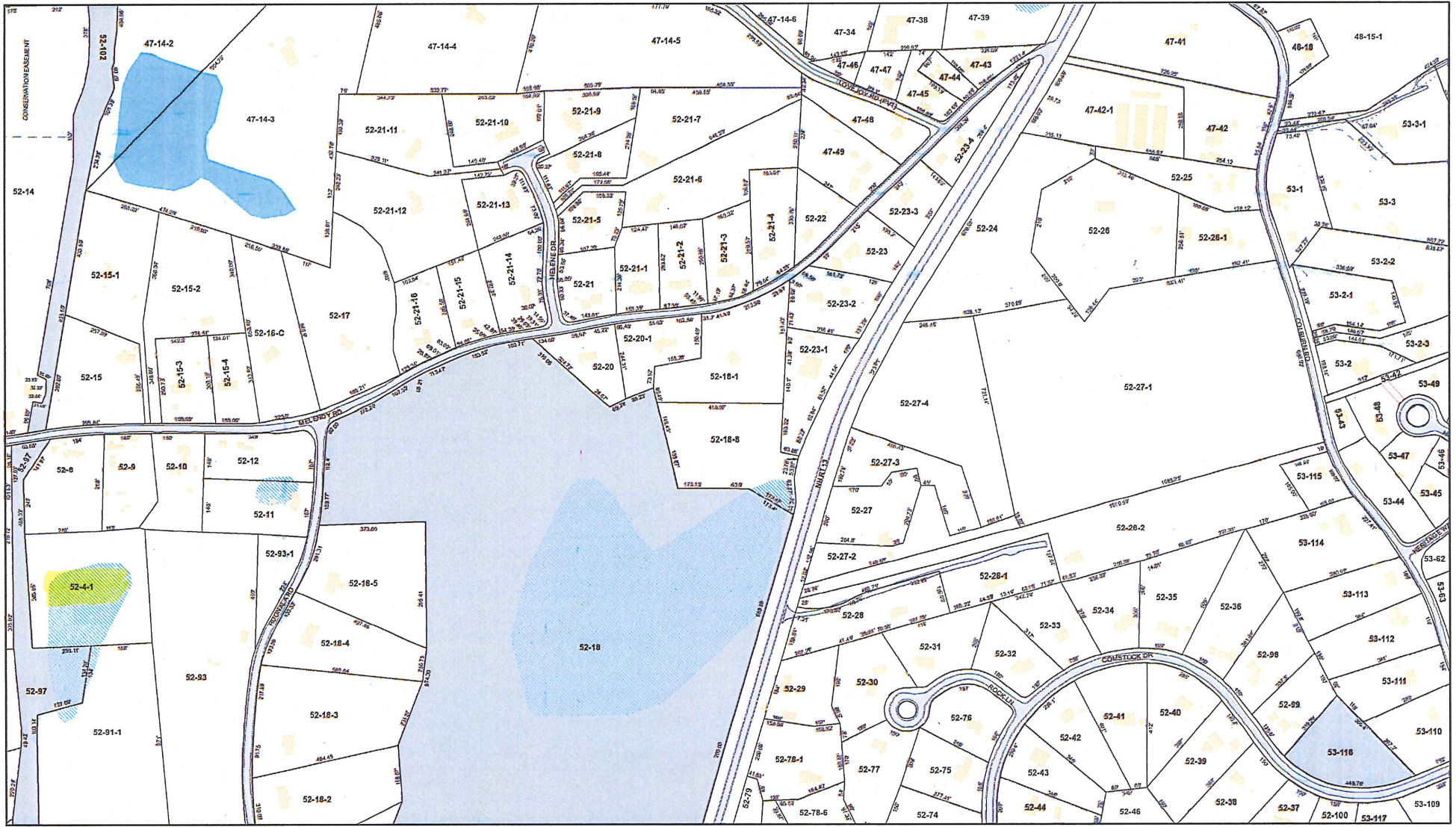


Thomas F. Quinn

TFQ:djl

cc: Ms. Chris Constantino

RECEIVED FEB 15 2019



REVISED & REPRINTED BY
CAI Technologies
 Precision Mapping, Geospatial Solutions
 11 Pleasant Street, Littleton, NH 03561
 800.322.4540 - www.cai-tech.com



- Parcel
- Town Owned Land
- Cemetery
- State
- Class VI Wetlands
- Water
- Road
- 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

4. b) 2) Transfer Station Signs - VERBAL

MILFORD ROAD RECONSTRUCTION PROPOSED

2019

5. a) 2019 Road
Reconstruction Plan

		Route Back	Length	Width	SF	OCI	Miles	SY	SY	SY	SY	SY	SY	SY	SY	SY	SY	SY
								Reclaim	Inject	Mill	Chip	1"	Tons	1 1/2"	Tons	2"	Tons	
South St	Lincoln St	Marshall St	1,233	27	32,884	60.39	0.23	3,654								3,654	512	Reclaim/Base2"
Webster St	Prospect St	Gilson St	413	22	9,078	56.84	0.08	1,009								1,009	141	Reclaim/Base2"
Prospect St	South St	Gilson St	994	27	26,842	58.17	0.19	2,982								2,982	418	Reclaim/Base2"
Cottage St	Elm St	Mill St	729	30	21,870	55.11	0.14	2,430								2,430	340	Reclaim/Base2"
Garden St	Union St	Cottage St	586	24	14,058	32.67	0.11	1,562								1,562	219	Reclaim/Base2"
West St	Elm St	Orgood Rd	4,414	22	98,115	46.91	0.84			10,902				10,902	1,221			
King St	George St	Osgood Rd	1,091	19	20,725		0.21							2,303	258			Overlay 1.5"
George St	King St	Union St	1,091	26	28,375		0.21							3,153	353			Overlay 1.5"
Clinton St	Nashua St	South St	1,230	27	33,214		0.23							3,690	413			Overlay 1.5"
Ford St	Union St	King St	717	24	17,215		0.14							1,913	214			Overlay 1.5"
Savage Rd	Whitten Rd	McGettigan Rd	7,450	23	171,354		1.41				19,039							
Mason Rd	Osgood Rd	Burns Rd	4,865	22	107,021		0.92				11,891							Chip Seal
McGettigan Rd	Savage Rd	Mason Rd	1,539	19	29,241		0.29				3,249							Chip Seal
Mason Rd	Wilton Line	Wolfer Rd	3,600	23	82,800		0.68				9,200							Chip Seal
Whitten Rd	Mason Rd	Tucker Brook Rd	4,471	22	95,343		0.85				10,594							Chip Seal
School St	Bridge St	Middle St	217	24	5,201		0.04							578	65			Overlay 1.5"
							6.56	11,637		10,902	53,973			22,538	2,524	11,637	1,629	

COST COMPARISON

	CHIP SEAL	1.5" OVERLAY	
Savage Rd	\$47,598	\$155,665	
Mason Rd	\$29,728	\$97,223	
McGettigan Rd	\$16,150	\$52,817	
Mason Rd	\$23,000	\$75,219	
Whitten Rd	\$26,485	\$86,617	
	\$142,961	\$467,541	\$324,579

ESTIMATED COST OVERVIEW

RECLAIM	\$30,590
MILLING	\$24,429
CHIP	\$142,961
1.5 OVERLAY	\$184,347
2" BASE	\$138,946
CRACK SEAL	\$18,562
SIDEWALK	\$13,130
CURB	\$12,915
DRAINAGE	\$335,034
	\$900,914

2019 Funding Available

Budget - Drainage	\$35,000.00
Budget - Paving	\$321,800.00
Road Bond Balance	\$647,297.00
Total	\$1,004,097.00

RECONSTRUCTION SUMMARY SHEET WITH PROPOSED 2019 WORK

	2017	2018	2019			
BASE PAVE		0.02		RECONSTRUCTION	8.51	Miles
RECLAIM/INJECT/BASE 2"	1.77					
RECLAIM/2" BASE	2.38	3.48	0.86			
MILL 1.5"/ OVERLAY	1.65	1.22	0.84	REHABILITATION	5.63	Miles
1.5" OVERLAY	1.1		0.82			
SHIM		1.06		PREVENTIVE MAINTENANCE	6.07	Miles
SHIM/CHIP	0.86					
CHIP			4.15			
RECLAIM	0.68			DIRT ROAD MAINTENANCE	0.68	Miles
	8.44	5.78	6.67		20.89	

Road Work **20.89 MILES**

	2017	2018	2019			
New Sidewalk				New Sidewalk	0.22	Miles
	Capron Rd	0.12				
	Nashua St Prospect St		0.03 0.07			
Recon Sidewalk				Recon Sidewalk	0.23	Miles
	0.12	0.27	0.07			

SIDEWALK RECONSTRUCTION **0.46 Miles**

	2017	2018	2019			
DRAINAGE - New				DRAINAGE - New	3163	Linear Feet
King/George		1291				
South/Prospect			1772			
DRAINAGE - Rehab						
Clinton		100				

Safety Improvements

Mason/Osgood Intersection

2017 - 2019	Linear Miles of Road Work Total	20.89	
	Linear Miles Complete	12.91	
2010 - 2016	Reconstruction Miles	12.50	
		25.41	2010 - 2019 Total Road Miles
Note:	Overlap Miles in multiple years	4.69	
	Linear Miles in Base Only	3.29	

2017 - 2019 COMPLETED ROADS

Osgood Rd	KING	MASON	2,978
Mason Rd	OSGOOD	BURNS	4,865
Mason Rd	BRIDGE	WHITTEN	2,487
Whitten Rd	MASON	TUCKER BROOK	4,471
Whitten Rd	TUCKER BROOK	SAVAGE	2,054
Savage Rd	WHITTEN	MARKET BASKET	2,473
Mason Rd	WILTON LINE	BOULDER	3,600
Wilton Rd	WILTON LINE	STATE INTERSECTION	2,486
Mt Vernon Rd	SUNSET	GRANITE	1,284
Emerson Rd	PONEMAH	FEDERAL HILL	1,945
Mile slip Rd	END OF PAVEMENT	END	3,600
Savage Rd	Whitten Rd	Clark Rd	7,450
McGettigan Rd	Clark Rd	Mason Rd	1,539
Scarborough Lane	Savage Rd	End	1,783
Hammond Rd	SOUTH STREET	TO END	900
Capron Rd	NASHUA ST	TO END	650
King St	George St	Osgood Rd	1,091
George St	King St	Union St	1,091
Clinton St	Nashua St	South St	1,230
Ford St	Union St	King St	717
Ball Hill Rd	Melendy Rd	Annand Dr	2,231
Osgood Rd	Armory Rd	Burns Rd	3,370
Elm St	Old Wilton Rd	Hitchiner Way	3,191
Nashua St	Burger King	Ciardelli Cr	3,264
Mason Rd	Bridge at	Townline	120.0
South St	Lincoln St	Marshall St	1,233
Webster St	Prospect St	Gilson St	413
Prospect St	South St	Gilson St	994
West St	Elm St	Osgood Rd	4,414
School St	Bridge St	Middle St	217
			68,141
			12.91 MILES

ROADS IN BASE ONLY

PONEMAH HILL	1.79
OSGOOD ROAD	0.64
COTTAGE ST	0.25
GARDEN ST	0.11
PROSPECT ST	0.19
WEBSTER ST	0.08
SOUTH ST	0.23

3.29 MILES

MILFORD ROAD RECONSTRUCTION COMPLETE

2017

	Route Ahead	Route Back	Length	Width	SF	OCI	Miles	Reclaim	Inject	Mill	Chip	Shim		Pave					
												1"	Tons	1 1/2"	Tons		2"	Tons	
OSGOOD	KING	MASON	2,978	29	79,299	62.02	0.56			3,230				8,811	740			MILL 1.5"/ OVERLAY	
MASON	OSGOOD	BURNS	4,865	22	107021	62.03	0.92	11,891	11,891							11,891	1,332	RECLAIM/INJECT/BASE 2"	
MASON	BRIDGE	WHITTEN	2,487	20	46,737	69.01	0.47				5,193	5,193	291					SHIM/CHIP	
WHITTEN	MASON	TUCKER BROOK	4,471	22	95343	60.53	0.85	10,594	10,594							10,594	1,186	RECLAIM/INJECT/BASE 2"	
WHITTEN	TUCKER BROOK	SAVAGE	2,054	21	44,051	71.19	0.39				4,895	4,895	274					SHIM/CHIP	
SAVAGE	WHITTEN	MARKET BASKET	2,473	21	49,569	77.65	0.47							5,508	463			1.5" OVERLAY	
MASON	WILTON LINE	BOULDER	3,600	23	55,897	62.33	0.68	6,211								6,211	696	RECLAIM/2" BASE	
WILTON	WILTON LINE	STATE INTERSECTION	2,486	30	74,589	41.03	0.47			8,288				8,288	696			MILL 1.5"/ OVERLAY	
MT VERNON	SUNSET	GRANITE	1,284	33	41,073	66.45	0.24			4,564				4,564	383			MILL 1.5"/ OVERLAY	
EMERSON	PONEMAH	FEDERAL HILL	1,945	24	46,689	75.16	0.37			5,188				5,188	436			MILL 1.5"/ OVERLAY	
MILE SLIP	END OF PAVEMENT	END	3,600		9,333		0.68											RECLAIM	
SAVAGE	Whitten Rd	Clark Rd	7,450	23	177598	69.11	1.41	19,733								19,733	2,763	RECLAIM/2" BASE	
MCGETTIGAN	Clark Rd	Mason Rd	1,539	19	28526	63.06	0.29	28,526								28,526	444	RECLAIM/2" BASE	
SCARBOROUGH	Savage Rd	End	1,783	24	42786	47.83	0.34							4,754	399			1.5" OVERLAY	
							8.15												
CONTRACTOR WORK																			
HAMMOND ROAD	SOUTH STREET	TO END	900	20	21709	49.47	0.17							2,412	203			1.5" OVERLAY	
CAPRON ROAD	NASHUA ST	TO END	650	22	15370	61.64	0.12							1,708	143			1.5" OVERLAY	
							0.29												
MILFORD ROAD RECONSTRUCION 2017 COMPLETE								8.44	76,955	22,485	21,270	10,088	10,088	565	41,233	3,463	76,955	6,421	

MILFORD ROAD RECONSTRUCTION RECAP

2018

ROAD			Length	Width	SF	OCI	Miles	Reclaim (SY)	Inject	Mill (SY)	Chip(SY)	Shim		Pave			WORK	
	Route Ahead	Route Back										1"	Tons	1 1/2"	Tons	2"		Tons
Ponemah Hill Rd	Emerson Rd	Amherst Line	9,446	21	200,259	50.29	1.79	22,251								3,115	Reclaim/Base2"	
Osgood Rd	Burns Rd	Noons Quarry Rd	4,590	23	105,570	57.05	0.87	11,730								1,642	Reclaim/Base2"	
King St	George St	Osgood Rd	1,091	19	20,725	45.44	0.21	2,303								322	Reclaim/Base2"	
George St	King St	Union St	1,091	26	28,375	63.00	0.21	3,153								441	Reclaim/Base2"	
Clinton St	Nashua St	South St	1,230	27	33,214	65.92	0.23	3,690								517	Reclaim/Base2"	
Ford St	Union St	King St	717	24	17,215	31.21	0.14	1,913								268	Reclaim/Base2"	
School St	Middle St	Bridge St	217	24	5,201	43.05	0.04	578									Reclaim/Base2"	
Ball Hill Rd	Melendy Rd	Annand Dr	2,231	16.00	35,692	55.35	0.42					333					Shim	
Osgood Rd	Armory Rd	Burns Rd	3,370	22.00	74,144	61	0.64					692					Shim	
Elm St	Old Wilton Rd	Hitchiner Way	3,191	22	70,203	68	0.60			7,800				874			Mill/Fill 1.5"	
Nashua St	Burger King	Ciardelli Cr	3,264	30	97,925	79	0.62			10,881				1,219			Mill/Fill 1.5"	
Mason Rd	Bridge at	Townline	120.0	24	2,880		0.02									45	Pave Base	
MILFORD ROAD RECONSTRUCTION PLAN 2018							5.79	45,618	0	18,681	0	0	1,025	0	2,092	0	6,350	

buffer disturbance. The proposed amendments were reviewed and supported by the Planning Board, Board of Adjustment, and Conservation Commission.

Ballot Title: Wetland Conservation District

The voting on this amendment (Ballot Vote #3) is as follows:

YES: 1460 NO: 288 passed

WARRANT ARTICLE 3 - RECONSTRUCTION OF TOWN ROADS - \$2,000,000 BOND

Shall the town vote to raise and appropriate the sum of \$2,000,000 to reconstruct approximately 11 miles of roads as detailed using Cartograph Data by the Department of Public Works and to authorize the issuance of bonds or notes therefore of not more than \$2,000,000 in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the Selectmen to issue and negotiate such bonds or notes, with a term not to exceed 10 years and to determine the rate of interest and other conditions in their judgment? This is a Special Warrant Article in accordance with RSA 32. **Note:** As this is for issuance of long-term debt, this vote requires, under State law, sixty percent (60%) affirmative vote to pass. Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (8-0). **This Article has no tax impact this year.**

The results of the official ballot voting at the Elective Session on Article #3 is as follows:

YES: 1470 NO: 333 passed

Article #3 passed.

WARRANT ARTICLE 4 – WASTEWATER EMERGENCY BACK-UP GENERATOR REPLACEMENT – BOND - \$375,000

Shall the Town vote to raise and appropriate the sum of \$375,000, to replace the current 1979 Cummings Generator, and to authorize the issuance of bonds or notes therefore of not more than \$375,000 in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the Selectmen to issue and negotiate such bonds or notes, to determine the rate of interest and other conditions in their judgment? This generator powers the wastewater treatment facility in the event of a power outage. **Note:** As this is for issuance of long-term debt, this vote requires, under State law, sixty percent (60%) affirmative vote to pass. This is a Special Warrant Article in accordance with RSA 32 and is paid for by the wastewater user fees. The Board of Commissioners supports this Article (0-0). The Budget Advisory Committee supports this Article (8-0-1).

The results of the official ballot voting at the Elective Session on Article #4 is as follows:

YES: 1325 NO: 445 passed

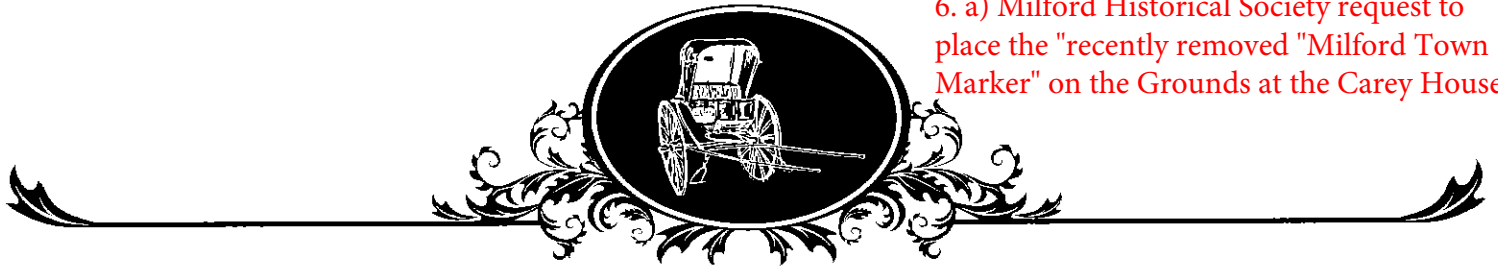
Article #4 passed

WARRANT ARTICLE 5 – STORM SEWER VIDEO INSPECTION - BOND – \$73,200

NOTE – This warrant article is needed to correct wording of Article 4 approved by voters in 2016. There was a discrepancy in language that resulted in an underfunding from the state. This article is a correction for that language, provides 100% of the expected funding and does not represent additional work or unanticipated cost.

Shall the Town vote to raise and appropriate the sum of \$73,200 to perform a video inspection of the Town's Stormwater System, and to authorize the Selectmen to raise this appropriation by borrowing not more than \$73,200 in bonds, or notes in accordance with the Municipal Finance Act, (RSA 33) and, further, to authorize the Selectmen to issue and negotiate such bonds, or notes and to determine conditions and the rate of interest including 20% or \$14,640 forgiveness upon completion of project? The anticipated source of \$73,200 of said funding will be a loan from the State Revolving Fund. Information thus obtained will be assessed and incorporated within the Town's Asset Management System to assist with planning for future repairs and maintenance decisions. Federal stormwater permit requirements, in addition, necessitate an evaluation of

6. a) Milford Historical Society request to place the "recently removed "Milford Town Marker" on the Grounds at the Carey House.



MILFORD HISTORICAL SOCIETY

THE CAREY HOUSE ❖ 6 UNION STREET ❖ PO BOX 609 ❖ MILFORD, NEW HAMPSHIRE 03055-0609

April 9, 2019

Mr. Mark Bender
Town Administrator
1 Union Square
Milford, NH 03055

Dear Mark:

I write this request to you on behalf of the Milford Historical Society with regard to our desire to place one of the recently removed Town markers on our grounds at the Carey House. We would like the Board of Selectmen to approve this placement with the understanding that the marker would be on loan to the Society.

We are planning to create an outdoor display area of such items for the enjoyment of the citizenry. This particular item has been with us for over 80 years and is worthy of being displayed as a part of Milford's history.

Please present our request to the Board at your earliest convenience-
On behalf of the Society Board, thank you for your support.

Respectfully,
Mark Genovesi, President
Milford Historical Society

RECEIVED APR 12 2019

9. Approval of Final Minutes April 8, 2019

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

April 8, 2019

PRESENT: Gary Daniels, Chairman Mark Bender, Town Administrator
Paul Dargie, Vice Chairman Tina Philbrick, Recording Secretary
Mike Putnam, Member Hazen Soucy, Videographer
Laura Dudziak, Member
Chris Labonte, Member – call in

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

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

2. APPOINTMENTS: (Approximate times)

5:30 p.m. – 2nd Public Hearing – Acquisition of Land: Melendy Road, Map 52 Lot 4-1, in Accordance with NH RSA 41:14-a. In Summary from the 1st public hearing on March 26, 2019, Attorney Quinn’s clients are proposing that they transfer to the Town, the title to Lot 52-4-1 in exchange for the release of the LUCT. The lot is approximately 2.5 acres with a pond located on it and abuts the Granite Town Rail Trail south of Melendy Road and east of the rail trail, and there are some wetlands on it as well. The property would be managed by the Conservation Commission. Both the Planning Board and Conservation Commission recommend that the Board accept the land transfer. A decision will be made at the next Board of Selectmen’s meeting on April 22, 2019.

Chairman Daniels opened the public hearing. Attorney Quinn asked the Board if they had any additional questions before the decision on April 22nd. There were no questions from the Board. Chairman Daniels closed the public hearing.

5:40 p.m. - Approval of Ten (10) 2018 Property Abatement Applications and Two (2) Land Use Change Tax Applications – Map 45 Lot 3-49 and Map 43 Lot 69-1 – Assessing Director Marti Noel.

Marti said included in the Board package was a 2018 Abatement Recommendation tax grid. Abatements 1808 thru 1815 address values at the Hutchinson point condominium for the garden style units. All are 1 bedroom units. A review of market sales for a single bedroom unit indicates a reduced assessment was warranted.

Abatement 1816 is the older colonial that still exists on the remaining lot after subdivision. It’s been listed for sale for several months. While historic, the home is dated inside, and the subdivision of the land has left the house with very little yard remaining. This has reduced the overall appeal of the home as indicated by its listing and sales history.

Abatement 1821 is an abatement request after a fire destroyed the home at 25 Crosby Street on January 21, 2018. RSA 76:21 allows for filing an abatement request after fire damage by March 1 or 60 days after the event, whichever is later. The home is classified as a total loss. The abatement amount covers the portion of the taxes attributable to the structure for 69 days of the 2018 tax year.

A motion was made by Selectman Putnam to approve the 10 abatement application. Seconded by Selectman Dudziak. All were in favor. The motion passed 5/0.

Map 45 Lot 3-49 The parcel is located in the Autumn Oaks Subdivision and construction for new single family home has begun, rendering the lot ineligible for Current Use.

A motion was made by Selectman Putnam to approve the Land Use Change Tax Application for Map 45 Lot 3-49. Seconded by Selectman Dargie. All were in favor. The motion passed 5/0.

Map 43 Lot 69-1 This is a newly created lot on Nathaniel Drive, zoned for commercial use. The lot is 5.03 acres, of which .472 was not in current use. The recent sale of this property has left this parcel too small to be eligible for current use classification under the new ownership.

A motion was made by Selectman Putnam to approve the **Land Use Change Tax Application for Map 43 Lot 69-1**. Seconded by Selectman Dargie. All were in favor. The motion passed 5/0.

5:50 p.m. - Eagle Scout Bike Rack Presentation – Cameron Mitchell

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 3/25/2019

63 Cameron gave a small power point presentation to the Board outlining his desire to place a bike rack outside the town
64 hall and inside Bicentennial Park, near the road (visible to pedestrians). That rack would include a covered bike rack
65 structure, price to be determined. He would have to work with DPW for the design. There would be some hard pack,
66 wood chips or gravel under the bike rack with the structure. There would also be a possibility for an informational box
67 on the side of one of the posts. The cost of the two bike racks would be approximately \$840. This would complete
68 Cameron’s project so he can earn his Eagle Scout Badge. He is hoping for approval from the Board so he can get start-
69 ed.

70
71 Selectman Putnam asked how far into the park would the second structure be. Cameron said just after the flag pole.
72 Selectman Putnam asked if Cameron would be checking with the building department to see if he need a permit. Cam-
73 eron said yes. Selectman Dudziak asked if he would be doing this project by himself. Cameron said this was his Eagle
74 Scout project so he has to get approval from his troop and the Eagle Board, then he works with his troop to help volun-
75 teer, build and fundraise for it.

76
77 Chairman Daniels asked why Cameron chose these two locations. Cameron said technically you shouldn’t be biking or
78 scootering around the oval and there isn’t anywhere to put the bikes when visiting the town. This will give people a
79 place to put their bikes or scooters if they want to use the bikes instead of their cars. Chairman Daniels asked if there are
80 bike racks at Keyes Field. Cameron said he didn’t think so. Selectman Putnam asked if Cameron measured to make sure
81 the bike rack wouldn’t stick out too far. Cameron said no. It really depends on which side of the building the Board
82 would like the rack. Selectman Dargie suggests in the front near the bench on the grass. Cameron hopes to have it fin-
83 ished by August.

84
85 Selectman Putnam made a motion to allow Cameron to do his Eagle Scout Bike Rack project. Selectman Dudziak se-
86 conded. All were in favor. The motion passed 5/0.

87
88 **3. PUBLIC COMMENTS.** - There were no public comments at this time.

89
90 **4. DECISIONS.**

91 **a) CONSENT CALENDAR.** Chairman Daniels asked if there were any items to be removed from the Consent Calen-
92 dar for discussion. Selectman Dargie asked that 4. a) 4) and 4. a) 6) be removed. Selectman Putnam moved to approve
93 4. a) 1, 2, 3, and 5 as presented. Selectman Dargie seconded. All were in favor. The motion passed 5/0.

- 94 1) Request for Approval of Yield Tax Levy Map 54 Lot 2
- 95 2) Request for Approval of Intent to Cut – Map 1 Lot 10
- 96 3) Request for Approval to Re-appoint Chris Costantino as an alternate member of the Library Board of Trustees.
- 97 4) Request for Approval to Re-appoint Tim Finan, Lisa Griffiths and Dave Alcox to the Granite Town Media Advisory
98 Committee.
- 99 5) Request to Approve Two (2) Chauffeurs Licenses for William LaBell and Edward LaBell of Milford Taxi LLC.
- 100 6) NH RSA (31:95(b)) Request for Acceptance and Appropriation of Unanticipated Revenues under \$10,000 –
 - 101 ➤ Arthur L. Keyes Memorial Trust - \$9,712 to the Milford Recreation Department for Outdoor Fitness Equip-
102 ment at the Keyes Park Walking/Biking Trail Special Purpose Fund.
 - 103 ➤ Arthur L. Keyes Memorial Trust - \$1,000 to support the Labor Day Parade.

104
105 Selectman Dargie suggested that on 4. a) 4) the full name “David” be used for Dave Alcox. Tina Philbrick said the last
106 oath of office form used the name, Dave. Selectman Dargie withdrew his suggestion. Selectman Dargie said that in 4.
107 a) 6), the word Keyes was spelled wrong. Selectman Putnam made a motion to approve 4. a) 4 and 4. a) 6) as amended.
108 Selectman Dudziak seconded. All were in favor. The motion passed 5/0.

109
110 **b) OTHER DECISIONS.**
111 1) N/A

112
113 **5. TOWN STATUS REPORT – Administrator Bender**

114 **a. Bid Update on Drainage/Paving Project** – We discussed the drainage and paving project on South, Prospect and
115 Webster Streets during our March 11, 2019 meeting. Bid responses were due April 3. Three companies picked up bid
116 packets, but only one, S. U. R. Construction West, LLC from Winchester NH, bid on the job. The engineer’s estimate
117 was \$443,008 and the bid is \$456,411. This is a difference of \$13,403 or 3.0%. Rick has made inquiries and verified
118 references. While we are disappointed to have only one bid, the contractor checks out and the overall difference is rela-
119 tively small. There is no guarantee we would get additional bidders if we rebid the job. To avoid delay, staff recom-
120 mends we accept the bid and award the job.

121

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 3/25/2019

122 Rick Riendeau, Public Works Director said that some of the quantities changed from the bid which explained the in-
123 crease in price. He checked the construction out with two different cities, Concord and Keene and there were no issues.
124 Selectman Putnam asked if the additional money was coming from the same place. Rick said yes. Selectman Labonte
125 asked how this would affect the paving project, are we going to not do some roads because of this. Rick replied, yes.
126 This is a project that we have to do. There are too many problems and some issues with three residents that could poten-
127 tially lead to litigation if left alone. Selectman Putnam asked why this wasn't in the budget; he feels it should have been
128 in the budget. Rick said it wasn't fully designed until February of this year and we didn't have all the numbers in. Ad-
129 ministrator Bender said we anticipated that it would be part of our drainage and paving budget for the coming year.
130

131 Selectman Labonte asked how much money was in the drainage budget that would fund this and wouldn't be coming
132 out of the road bond budget. Rick said he didn't know off the top of his head and didn't want to give a guess. Select-
133 man Dargie said he understood that we have around \$600,000 remaining from the bond, and the regular budgeted
134 \$300,000 so we have approximately \$900,000 towards paving. This would be less than half. Administrator Bender said
135 there is also money for drainage. Rick said he wasn't sure how much that was, he would check. Selectman Labonte
136 asked again if Rick had a ballpark idea of what we had in the budget for drainage. Administrator Bender said he didn't
137 know. Rick said he doesn't have it in front of him and he isn't going to guess.
138

139 Selectman Labonte asked if there was a reason why we have such a strict timeline on it, as far as a penalty payment of
140 not getting it done at a certain time. Administrator Bender said no. The South Street part of this is just beyond the work
141 that we did for the South Street project. We had to negotiate an easement with a landowner to replace that portion of
142 the drainage which held us up for a bit. The other problems that we experienced on Webster and Prospect have just got-
143 ten worse over the past few years which is affecting a number of other property owners. Selectman Labonte asked if
144 there was a reason we had in the contract that it had to be done by a certain date; would that have deterred some people
145 from bidding. Rick said no. The timeframe is good. His set for the end of the project is prior to school starting; we
146 don't need these kinds of projects interrupting the school bus flow. There is more than enough ample time to complete
147 the project. The liquidated damages at the end are just the standard policy. Selectman Labonte said he would have
148 loved to have seen what money was going towards this from the drainage and paving accounts and how much is going
149 to affect paving around town. Rick replied that it all has to be done.
150

151 A motion was made by Chairman Daniels to approve the bid given by S.U.R Construction West for the South Street
152 Project. Selectman Dargie asked to abstain from voting because he lives on Prospect Street although he isn't an abutter,
153 he uses the street all the time. Selectman Putnam seconded. The motion passed 3-1-1 with Selectman Dargie abstaining
154 and Selectman Labonte not in favor. Selectman Putnam said going forward, he thinks projects like this should be taken
155 into account prior to the budget season. This will get it into the budget and not be taken out of another line item after
156 the budget season. Rick said if circumstances warranted on this one, he's 100% in agreement. Chairman Daniels said
157 when the next budget season comes around it will be up to the Selectman to ask those questions of projects that are an-
158 ticipated.
159

160 Administrator Bender had a few additional items to discuss. The pool work that voters approved will be completed in
161 two stages this year and will not impact the use of the pool. Some of the work will be done prior to the swim season;
162 water blasting, caulking to repair the cracks and painting of the pool. These things will start the end of this week,
163 weather permitting. The rest of the work will be done after the season starts. There is a lead time in getting the pump,
164 chlorinator, filter, etc.
165

166 Selectman Putnam said he saw several complaints on social media this past weekend about kids with skateboard inside
167 the pool. He asked Chief Viola if they received any calls. Chief Viola said not that he was aware of, he would check
168 into it.
169

170 Fire Chief, Jack Kelly, will be retiring on August 1st. The search process will start immediately for his position.
171

172 We are also looking from direction regarding dispatch. We have the amended warrant article that was done at the Delib-
173 erative Session that voters approved. Should staff reach out to the DRA regarding the amended warrant article and also
174 ask the question of the study funds; if they can be used for a MACC Base analysis or if it has to be strictly for a Milford
175 only dispatch. The consensus of the Board was to get a formal response from DRA.
176

177 Selectman Labonte in regards to Dispatch at the Deliberative session, is there ever going to be a point as far as of
178 whether there will be discussions about MACC Base itself with the other towns. Chairman Daniels said they actually
179 have a notice coming up that during our 5th Monday Forum on April 29th. The Board will be hosting an input session for
180 people that might have questions about dispatch in general so that we can get everyone's concerns on the table at once.

181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230

6. DISCUSSIONS:

1) N/A

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

8. SELECTMEN’S REPORTS/DISCUSSIONS.

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

Selectman Dargie at the Zoning Board meeting there was approval on a variance.

Selectman Labonte attended a Granite Town Media meeting and they approved the purchase of a drone. Administrator Bender added that Chris Gentry was a certified drone pilot.

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

8. APPROVAL OF FINAL MINUTES. Selectman Putnam moved to approve the minutes as amended of March 25, 2019. Selectman Dargie seconded. All were in favor. The motion passed 5/0.

9. INFORMATION ITEMS REQUIRING NO DECISIONS.

10. NOTICES. Chairman Daniels read the notices. Wade Scott Campbell, Milford resident reminded people about the Town Wide Cleanup taking place on April 27th from 7 am until 2 pm. The home station will be at Keyes Field. The Masons will be hosting a cookout for volunteers. The dog park people will also be there. He can be reached on social media and at 603-801-6311 if anyone would like more information. They are still looking for volunteers and it will be in the Cabinet. He is hoping that the DPW or PD Will put this out their mobile sign

Selectman Dargie asked if there was an arrangement with the Transfer Station as far as bring larger items that day and not have to pay for them. Wade said he would look into it, but they can bring larger items to Keyes. They will have two large trucks there that can be used to bring stuff to the transfer station. You can also participate in the clean-up and bring your own bags to the Transfer Station if you want.

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 and approval of non-public minutes in accordance with (RSA 91-A:3, II(b)) Personnel and (RSA 91-A:3, II(e)) Legal March 25, 2019. Selectman Dudziak seconded. All were in favor. The motion passed by roll call vote 4/0. Chairman Daniels – yes, Selectman Dargie – yes, and Selectmen Dudziak – yes, Selectman Labonte – yes. (Selectman Putnam left the room)

12. ADJOURNMENT: Selectman Putnam moved to adjourn at 7:00. Selectman Dargie seconded. All were in favor. The motion passed 5/0.

Gary Daniels, Chairman

Laura Dudziak, Member

Paul Dargie, Vice Chairman

Chris Labonte, Member

Mike Putnam, Member