

Public Notice of Intent to Cut, Map 42 Lot 15

Intent to Cut - Map 42 Lot 15 Kokko

POSTED ON: JULY 12, 2023 - 12:30PM

An "Intent to Cut Wood or Timber" was submitted by William Kokko on July 7, 2023. for a select cut on Map 42, Lot 15. The statute allows 15 days for BOS signature for Intent notices. This requirement could not be met within the current BOS meeting schedule.

The statute allows that if signing the necessary form cannot be accomplished at a regular meeting, the BOS members can sign outside of a regular meeting after the Intent has been properly noticed. This Notice of Intent to Cut" was posted in the appropriate places, and the Select Board was notified that they could sign the intent after 24 hours of the posting.

All the information on the Intent, and was verified and all conditions for approval were met.

RSA 79:10 requires:

"Any intent received by a city, town, or unincorporated place shall, within 15 days, be assigned a number in accordance with guidelines provided by the commissioner of revenue administration and be signed by the assessing officials if all conditions for approval have been met.

When a notice is to be signed by the assessing officials outside a public meeting, public notice shall be posted by the municipality at least 24 hours, excluding Sundays and holidays, before it is signed. "

TOWN OF MILFORD

OFFICE OF THE SELECTMEN

TO: Board of Selectmen

FROM: Tina M. Philbrick, Executive Assistant

DATE: July 31, 2023

SUBJ: Ethic Committee Candidate



Per the Town of Milford’s Ethics Policy enacted December 26, 2006, the Town should have in place an Ethics Committee consisting of five (5) voting members and two (2) alternates. Members and Alternates shall be private citizens who are residents of the Town of Milford and who do not hold any town official position in the Town. The following individual expressed interest in serving as full member of the Ethics Committee.

Bill Parker Term Expires 2026

Thank you

Tina M. Philbrick
Executive Assistant

Dear Milford Board of Selectmen:

Recently I was in the Town Clerk’s office and Joan Dargie recruited me to be on the Town’s Ethics Committee. After a brief deliberation, I respectfully request to be appointed.

I feel my background as a 22-year department head of the Community Development Office and many years as a volunteer provides me a good understanding of the issues that may be brought to the Ethics Committee. I believe I could impartially review, assess and fairly decide on an ethics complaint.

Thank you for your consideration.

Bill Parker

5:40 Appointment of Dan Sadkowski to the Milford Solid Waste & Recycling Committee - Term Expires 2026

July 18, 2023

Dear Selectmen,

Dan Sadkowski is interested in joining the Milford Recycling & Solid Waste Committee. We would like to have him join us if you wish to approve him for that role.

Thank you.

Celeste Barr, Chair
Milford Solid Waste & Recycling Committee

Dan Sadkowski
dsadkowski22@icloud.com

Welfare Department Update – Lisa Emerson

- What areas are the responsibility of your department?
The basic duty of local welfare comes from RSA 165:1
“Whenever a person in any town is poor and unable to support himself, he shall be relieved and maintained by the overseers of public welfare of such town, whether or not he has a residence there”
The RSA gives few specific rules on what this covers.
In Milford, we generally assist with housing costs (rent, mortgage, lot rental fee or temporary lodging), utilities (heat, electric, water), prescription medications, and cremation.
Anyone seeking assistance must complete an application and provide documentation of income and expenses for the previous 30 days to establish need.
- What is the financial status of your department vs. the budget (burn rate)?
Finance will help to answer this.
- Employee update: Turnover? Open positions? New employees? Positions vacated?
Department of one. PT 47 hours in 2 week
- Vehicular update: Any out of service?
Does not apply
- Any major projects in the next three months?
Does not apply
- Does the change to 4.5-day work week result in any schedule changes? If so, what?
The change does not affect the welfare department
- How can residents report issues that require the attention of your department?
Residents who need financial assistance can call the office directly or reach me by email. That contact information is on the town website or online.
Referrals come from people calling 211, Share, landlords, other agencies in southern NH
- Are there vacancies on any commissions, committees, or subcommittees with which your department is associated?
no
- Is there anything currently prohibiting the department from meeting its annual goals?
no
- Is there anything the BOS can do to assist the department in meeting its goals?
Continue to financially support social services warrant article
Continue to support other departments who provide emergency services to Milford residents

Thanks

MEMORANDUM

DATE: July 31, 2023

TO: Board of Selectmen

FROM: Marti Noel, Assessor

RE: Request for Waiver of Timber Tax

The Milford Conservation Commission (MCC), in conjunction with Forester Eric Radlof are in process of scheduling a timber cut at Mile Slip Town Forest (Map 50 Lot 9), located at the southeast end of Mile Slip Rd. The purpose of this cut is to re-establish an early succession habitat and will be scheduled after nesting season. The current target start date is after September 1st. The MCC received an award from New Hampshire Fish and Game's Small Grant Program to help pay for this forest management project.

The timber harvest will be completed for a fee as opposed to producing income from the resulting sale of forest products. As a result, the Milford Conservation Commission requests that the Board of Selectmen waive the Timber Tax for this timber harvest.

Before accepting bids, it is important to know whether the Timber Tax would be waived for this endeavor, because that factor can make a difference in the bids received. The winning bid and resulting contract will be available for review either slightly before or at the time the Intent to Cut is filed, so the public and the Board will be able to review the contract to see that it conforms with this understanding to waive the timber tax.

An Intent to Cut before cutting begins and a Report of Timber Cut after the cut is still required to be filed with the Town and the DRA as part of this process.

RSA 79:3-b allows for municipalities to Waive a Timber Tax for Timber cut on its own land:

79:3-b Waiver of Yield Tax by Municipality in Certain Cases. – When timber harvesting is conducted on land owned by, and located in, a municipality, the municipality may waive the yield tax, but shall report the location, species, and volume of wood and timber cut to the commissioner of revenue administration, who shall send one copy of the report to the division of forests and lands of the department of natural and cultural resources.

Source. 2018, 182:1, eff. Sept. 1, 2018.

Memorandum

To: Board of Selectman
From: Marti Noel, Assessor
Date: July 31 2023
Re: Exempt Properties For Approval- 1 Property

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 72:23-1.

6:05 Approval of 1 Veterans Tax Credit - Assessing Director, Marti Noel

Memorandum

To: Board of Selectman
From: Marti Noel, Assessor
Date: 7/31/2023
Re: Veterans Tax Credit – **For Approval - 1**

Optional Veteran’s Credit (\$400)

The application for this Credit is late-filed, where the statutory deadline is April 15. The applicant requests the Board review and approve this application for the 2023 tax year. Over the years, the BOS has generously approved late filed applications out of respect for our Veterans.

<u>Map/Lot</u>	<u>Applicant</u>	<u>Veteran (\$400)</u>	<u>Date Received</u>
43/23-C-3	Genovesi, Mark & Mary	Genovesi, Mark	7/12/2023

Approved:

Gary Daniels, Chair _____ 7/31/2023

Chris Labonte Vice Chair _____ 7/31/2023

Paul Dargie _____ 7/31-2023

David Freel _____ 7/31/2023

Tim Finan _____ 7/31/2023



Town of Milford

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

Michael J. Viola
Chief of Police



To: Board of Selectmen
Lincoln Daley, Town Administrator
From: Chief Michael J. Viola
Date: July 24, 2023
Ref: Request for Consideration to Increase Police Detail Rates

I am respectfully requesting the Board of Selectmen to take into consideration an increase in the Police Department’s current detail rates. Recently we conducted a review of detail rates that involved neighboring police departments that occasionally work details within our town. Based on the information that was obtained, I believe that our current rates should be adjusted. The last time that we increased the department’s detail rates was in 2019.

Current and Proposed Milford Police Department Detail Rates Based on 4 Hour Minimum:

Rates	Current (April 2019)	Proposed
Officer	\$50.00	\$55.00
Administrative	\$15.00	\$16.50
Vehicle	\$15.00	\$16.50
4 Hour Minimum Total with Cruiser	\$320.00	\$352.00
4 Hour Minimum w/out Cruiser	\$260.00	\$286.00

The Milford Police Department Detail Rates are covered in the 2023-2026 AFSCME contract. If the Board of Selectmen were to approve the proposed changes, this would only affect the rates. The remainder of the Private Details stipulated in Article XV, Private Details, would not be subject to change.

Your consideration of this request is greatly appreciated.



**Fire Department
MEMORANDUM**

TO: Board of Selectmen, Lincoln Daley, Town Administrator

FROM: Milford Fire Department

DATE: 07/25/2023

SUBJECT: Detail Rate Increase

We are respectfully requesting the Board of Selectmen to take into consideration an increase in the Fire Department's current detail rates. Recently we conducted a review of detail rates with our neighboring departments that work on similar fire/safety details. Based on the information that was obtained, we believe that our current rates should be adjusted. The last time that we increased the department's detail rates was in July 2013.

Rates	Current (July 2013)	Proposed
Firefighter	\$33.00	\$45.00
Administrative	\$9.00	\$14.00
Vehicle	\$19.00	\$19.00
Engine/Rescue	\$95.00	\$95.00
Ladder	\$145.00	\$145.00

Your consideration of this request is greatly appreciated.

Regards,

A handwritten signature in black ink, appearing to read "Kenneth Flaherty".

Kenneth Flaherty
Chief of Department

TOWN OF MILFORD

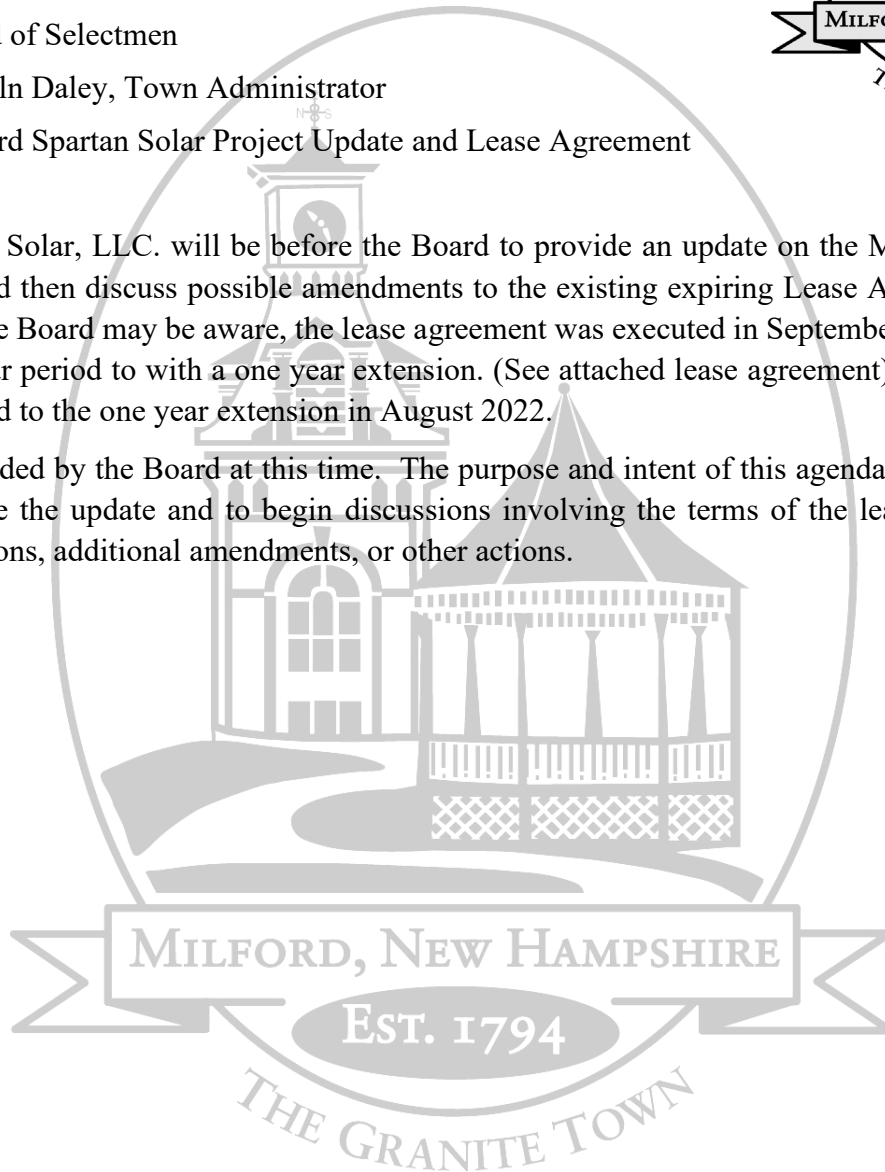
TOWN ADMINISTRATION



Date: July 27, 2023
To: Board of Selectmen
From: Lincoln Daley, Town Administrator
RE: Milford Spartan Solar Project Update and Lease Agreement

Milford Spartan Solar, LLC. will be before the Board to provide an update on the Milford Spartan Solar project and then discuss possible amendments to the existing expiring Lease Agreement with the Town. As the Board may be aware, the lease agreement was executed in September 22, 2019 and included a 3 year period to with a one year extension. (See attached lease agreement) The company and Town agreed to the one year extension in August 2022.

No action is needed by the Board at this time. The purpose and intent of this agenda item is for the Board to receive the update and to begin discussions involving the terms of the lease agreement, possible extensions, additional amendments, or other actions.



**Land Lease Option and Lease Agreement
(Solar Farm)**

BETWEEN:

TOWN OF MILFORD, AS LANDLORD

AND

MILFORD SPARTAN SOLAR, LLC (or Assigns), AS TENANT

TABLE OF CONTENTS

	Page
1. The Option	1
2. Leased Premises	2
3. Term	3
4. Rent	4
5. Improvements of Leased Premises	5
6. Ingress, Egress, Utility and Solar Easements	6
7. Maintenance and Security	8
8. Quiet Possession	9
9. Landlord's Warranties, Representations and Covenants	9
10. Title to Site Improvements and Infrastructure	10
11. Uses and Operations	10
12. Subordination, Attornment, and Nondisturbance	10
13. Mortgagee Protection	11
14. Governmental Approvals and Compliance	16
15. Assignment	16
16. Notices	17
17. Insurance	17
18. Operating Expenses	17
19. Taxes	18
20. Maintenance by Landlord	18
21. Risk of Loss	18
22. Tenant's Performance and Surrender	18
23. Default and Termination for Default	18
24. Right to Terminate	18
25. Rights to Site Improvements and Infrastructure Upon Termination	19
26. Binding on Successors	21
27. Access to Premises	21
28. Governing Law	21
29. Entire Agreement	21
30. Intentionally Omitted	21

31.	Oil, Gas and Mineral Rights	21
32.	Indemnities and Release	21
33.	Mechanics' Liens	28
34.	Headings	28
35.	Time of Essence	28
36.	Severability	28
37.	Real Estate Broker	28
38.	Further Assurances.....	28
39.	Dispute Resolution.....	28
40.	Right to Record	28
41.	Tax Credits.....	29
42.	Attorneys' Fees	29
43.	Interpretation.....	29

EXHIBITS:

Exhibit A-1	Legal Description of the Landlord Property
Exhibit A-2	Legal Description of the Leased Premises
Exhibit B-1	Preliminary Plan
Exhibit B-2	Tenant's Survey of the Leased Premises
Exhibit C	Landlord Acknowledgement of Collateral Assignment of Lease
Exhibit D	New Hampshire Public Risk Management Exchange Public Entity Liability Coverage Document
Exhibit E	New Hampshire Public Risk Management Exchange Public Entity Liability Coverage Declarations

**LAND LEASE OPTION AND LEASE AGREEMENT
(SOLAR FARM)**

THIS LAND LEASE OPTION AND LEASE AGREEMENT (the "Agreement") is made as of this 23 day of September, 2019 (the "Effective Date"), by and between the **TOWN OF MILFORD** ("Landlord"), having an address of 1 Union Square, Milford New Hampshire and **MILFORD SPARTAN SOLAR, LLC**, a Delaware limited liability company, having an address of c/o OED Granite Apollo LLC, 114 North Main Street, Third Floor, Concord, New Hampshire (or assigns) ("Tenant").

1. The Option.

- (a) For the sum of (i) \$2,500.00 to be paid to Landlord by Tenant upon execution of this Agreement (the "Option Fee"), (ii) a \$5,000.00 legal stipend to be paid to Landlord by Tenant upon execution of this Agreement, and (iii) in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, Landlord hereby grants to Tenant the exclusive and irrevocable right and option to lease the Leased Premises (as defined below) on the terms and conditions set forth below (the "Option").
- (b) The term of the Option shall commence on the Effective Date and shall continue in full force and effect for a three (3) year period until September 23, 2022 (as it may be extended, as described below, the "Option Period"). If Tenant desires to exercise the Option, it shall do so by written notice thereof to Landlord within the Option Period (the "Option Notice"), time being of the essence with respect to the giving of the Option Notice. In the event that Tenant fails to deliver the Option Notice to Landlord during the Option Period in accordance with the terms hereof, the Option set forth herein shall terminate and be of no further force or effect and Tenant shall have no further right to lease the Leased Premises. Tenant shall have the option and right to elect to extend the Option Period by one (1) additional year by providing Landlord with written notice of its election to exercise such option and an option period extension fee in the amount of \$2,000.00 to extend in advance of the original three (3) year Option Period.
- (c) During the Option Period, Landlord shall permit Tenant and its authorized agents and representatives to enter upon the Landlord Property (as defined below) at reasonable times during normal business hours to inspect the Landlord Property and to perform surveys, title examination, and any other customary studies, tests and analysis Tenant may require in connection with determining whether the Landlord Property is suitable for the construction of the Solar Farm (defined below), including seeking site or subdivision approvals, if necessary. Tenant shall bear the cost of all inspections and analysis. Following the completion of any such testing or site inspections, Tenants shall return the Landlord Property, as nearly as reasonably possible,

to the condition the Landlord Property was in prior to any alterations resulting from any such testing or site inspections.

- (d) Upon Tenant's exercise of the Option, the terms of this Agreement relating to the lease of the Leased Premises (the "Lease") that follows shall take effect. The date that the Option Notice is delivered shall be considered the "Lease Commencement Date".
- (e) In the event Landlord fails to perform its obligations under this Agreement for any reason other than Tenant's breach, Tenant may pursue all remedies available at law and in equity. Landlord hereby acknowledges that Tenant will incur significant expenses in reliance on this Agreement. This section is NOT intended to nor shall be interpreted to confer any responsibility on the Landlord to reimburse or otherwise bear Tenant's cost incurred during the Option Period absent a determination by a court of competent jurisdiction that the Landlord breached the agreement and said court, applying applicable law, determined that imposition of such costs were legally justified based on the facts demonstrated in any such action.
- (f) Should Tenant determine the Leased Premises is not suitable for a Solar Farm, Tenant shall provide within thirty (30) days of written request from Landlord, and at no cost to Landlord, all final third party reports, including surveys, engineering and technical studies, to the extent such final reports exclusively pertain to the Leased Premises.
- (g) Tenant shall provide quarterly written updates to Landlord of Tenant's progress in obtaining necessary permits in connection with the Solar Farm.

2. Leased Premises.

- (a) Upon Tenant's exercise of the Option, Landlord shall lease to Tenant and Tenant shall lease from Landlord, pursuant to the terms of this Agreement, eight (8) certain parcels of real property containing approximately 119.62 total acres, located off Perry Road in Milford, New Hampshire (known as Milford Tax Lots: 38-4; 38-5; 38-5-1; 38-9; 38-11; 38-12; 38-13; and 38-14) which property is more particularly described in Exhibit A-1 attached hereto (the "Landlord Property"), together with ingress, egress, and utility easements providing access to and from a public road and the point of utility interconnection, as described in Sections 5 and 6 below (collectively, the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A-2 and a preliminary plan (the "Preliminary Plan") depicting the Leased Premises is attached hereto and incorporated herein as Exhibit B-1.
- (b) Tenant shall determine, in Tenant's reasonable discretion, if any portions of the Leased Premises are not suitable, or otherwise necessary, for construction of the Solar Farm (collectively, the "Non-Required Area").

Within a commercially reasonable period after Tenant identifies any Non-Required Area, Landlord and Tenant shall, if necessary: (i) enter into an amendment to the Lease which omits the Non-Required Area from the definition of "Leased Premises" hereunder, and (ii) amend the recorded Notice of Lease to memorialize the revised definition of Leased Premises. Both the amendment to the Lease and Notice of Lease required under this Section 2(b) shall be in a commercially reasonable form and prepared by Tenant's counsel.

- (c) Prior to the Lease Commencement Date, Tenant shall obtain a survey of the Leased Premises, at Tenant's sole cost and from a surveyor licensed in the State of New Hampshire, and provide a copy to the Landlord (the "Survey"). The parties hereby agree that (i) the legal description of the Leased Premises contained on the Survey shall be incorporated into Exhibit A-2 as if fully set forth therein without amendment to the Lease, and (ii) the Survey shall be incorporated into Exhibit B-2 as if fully set forth herein without amendment to the Lease. The Leased Premises plotted on the Survey shall, in all respects, be substantially similar to the Leased Premises depicted on the Preliminary Plan, unless Tenant elects to omit any Non-Required Area from the Leased Premises, in which event the Leased Premises shall be modified in accordance with Section 2(b).

3. **Term.** The lease term (collectively, the "Term") shall be as follows:

- (a) The Construction Term shall commence on the Lease Commencement Date and expire upon the Commercial Operations Date (the "Construction Term"). The "Commercial Operations Date" shall mean the date on which the Solar Farm is mechanically complete, tested, commissioned and authorized, by ISO New England and the transmission owner, to generate electricity under local and state laws and regulations.
- (b) The Primary Term shall commence on the Commercial Operations Date and expire on the date that is twenty-five (25) years after the Commercial Operations Date.
- (c) Tenant shall have the option and right to elect to extend the Lease for up to three (3) five (5) year extensions (each such extension referred to as a "Renewal Term", or collectively as the "Renewal Terms"). Tenant shall provide Landlord three hundred sixty-five (365) days' prior written notice of its election to extend the Lease for each of the three (3) Renewal Terms.
- (d) A final term commencing upon expiration of the Primary Term, or expiration of the last Renewal Term, whichever is later, to allow for Tenant's decommissioning and removal of the Solar Farm (as defined below) (the "Final Term"). The Final Term shall last no longer than twelve (12) months, unless extended per mutual written agreement of Tenant and Landlord.

4. **Rent.** In consideration for Landlord leasing the Leased Premises to Tenant, Tenant agrees to pay during the Term to Landlord in lawful money of the United States of America, basic rent as follows (collectively, the "Basic Rent"):

- (a) Construction Term Rent.
 - (i) Commencing on the Lease Commencement Date and continuing thereafter until commencement of the Primary Term, the annual rent of \$59,810.00, payable to Landlord, in advance, in quarterly installments.
- (b) Primary Term Rent.
 - (i) Commencing on the Commercial Operations Date and continuing on each anniversary thereafter, for the first five (5) years following the Commercial Operations Date, the annual rent of \$119,620.00, payable to Landlord, in advance, in quarterly installments.
 - (ii) Commencing on the fifth (5th) anniversary of the Commercial Operations Date and continuing on each anniversary thereafter, for the next five (5) years, the annual rent of \$131,582.00, payable to Landlord, in advance, in quarterly installments.
 - (iii) Commencing on the tenth (10th) anniversary of the Commercial Operations Date and continuing on each anniversary thereafter, for the next ten (10) years, the annual rent of \$143,544.00, payable to Landlord, in advance, in quarterly installments.
 - (iv) Commencing on the twentieth (20th) anniversary of the Commercial Operations Date and continuing on each anniversary thereafter, until the expiration of the Primary Term, the annual rent of \$155,506.00, payable to Landlord, in advance, in quarterly installments.
- (c) Renewal Term Rent.
 - (i) Beginning on the first (1st) day of the first (1st) Renewal Term, the annual rent of \$191,392.00, payable to Landlord, in advance, in quarterly installments.
- (d) Final Term Rent. Commencing on the first day of the Final Term and expiring on the last day of the Final Term, rent in the amount equal to the then applicable Rent divided by twelve (12), payable monthly to Landlord, in arrears, with the last monthly installment thereof pro-rated to the last day of the Final Term.

Any payment due under this Lease shall be timely if it is made on the due date or within thirty (30) calendar days thereof.

5. Improvements of Leased Premises.

- (a) Components. Tenant shall construct an AC solar farm (the "Solar Farm") at its sole expense on the Leased Premises; provided, however, in the event Tenant leases or otherwise acquires land adjacent to the Leased Premises (the "Adjacent Parcels"), Tenant may construct the Solar Farm on both the Leased Premises and the Adjacent Parcel. The Solar Farm shall consist of racking and foundations; inverters and transformers; lithium-ion and other battery storage material; necessary electrical interconnections and all other improvements and connections required to transfer and deliver generation offsite and energy storage onsite, including, but not limited to, three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively, the "Site Improvements and Infrastructure").
- (b) Preliminary Site Plan, Construction Plans. For any new construction on the Leased Premises, such construction shall be designed and built to the minimum standards for any municipal, state and federal codes and requirements in effect at the time of construction, including without limitation, the applicable building and fire codes.
- (c) Signage. Tenant shall have the right to place one or more signs on Landlord's Property advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained all required sign permits from the local governing authority.
- (d) Fencing. Tenant shall maintain a fence around the Solar Farm for the duration of the Term and any extensions thereto. The type, color and size of such fencing shall be in compliance with the requirements of any applicable local governing authority.
- (e) Interconnection. Tenant shall be responsible for all costs required to obtain the right to interconnect with the utility and any costs required to obtain site control from third parties for the interconnection route from the Solar Farm any points of utility interconnection.
- (f) Tenant's Property. Tenant may, at its expense, demolish any existing improvements on the Leased Premises, and make any alterations, additions, improvements and changes to the Leased Premises that it deems reasonably necessary in the operation of its business without the consent of Landlord, including without limitation installation of fencing, security devices and/or signage; provided that such alterations, additions, improvements or changes are made in compliance with the terms of this Lease and with applicable laws and government approvals. Landlord agrees to sign any legally compliant permit applications and to take all such other actions as are

reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Leased Premises. Any and all improvements constructed on the Leased Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Leased Premises by or for Tenant, including but not limited to the Site Improvements and Infrastructure (collectively, "Tenant's Property"), shall, regardless of the manner of attachment to the Leased Premises or the improvements thereon, be and at all times remain the property of Tenant. Landlord acknowledges and agrees that despite that portions of the Tenant's Property may be affixed to the Landlord Property, (i) Tenant, its affiliate or equipment lessor is the exclusive owner of the Tenant's Property, (ii) Tenant's Property shall not be construed to be a fixture and shall be deemed to be personal property within the meaning of Article 9 of the Uniform Commercial Code of the State of New Hampshire regardless of the manner of attachment to the Leased Property and/or to Landlord Property, (iii) Tenant or its affiliate or transferee is the exclusive owner of the electricity generated by the Tenant's Property and the environmental attributes and environmental incentives of the Tenant's Property. Landlord has no right, title or interest in the Tenant's Property, the environmental attributes and the environmental incentives of the Tenant's Property and has waived any and all rights it may have to a lien on the Tenant's Property, the environmental attributes and the environmental incentives of the Tenant's Property and all rights of distraint and seizure for rent and all other lien rights, claims and demands of every kind against the Tenant's Property, the environmental attributes and the environmental incentives of the Tenant's Property.

- (g) Tenant shall provide quarterly written updates to Landlord of the construction progress on the Solar Farm and status of the Commercial Operations Date.

6. **Ingress, Egress, Utility and Solar Easements.** The rights granted to Tenant in this Lease include, without limitation the following easements and related rights:

- (a) the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Leased Premises, in connection with Solar Farm: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, wires and cables (collectively "Transmission Facilities"); (b) facilities consisting of one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service Solar

Farm, regardless where located (collectively "Interconnection Facilities", which collectively with the Transmission Facilities and improvements installed in connection with the Solar Farm, collectively constitute the "Solar Improvements"); and (c) with all necessary easements therefor;

- (b) an easement and right over and across the Landlord Property for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Solar Farm, including but not limited to rights to cast shadows and reflect glare onto all of the Landlord Property including any adjoining property, from the Solar Farm and/or any and all other related facilities, wherever located; an exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Landlord Property;
- (c) an access easement over and across the Landlord Property for ingress and egress to the Leased Premises, to and from a public road, and a construction and utility easement over Landlord Property adjacent to the Leased Premises for construction and maintenance of the Solar Improvements;
- (d) a non-exclusive right for the installation, use, repair, replacement and removal of Transmission Facilities across the Landlord Property;
- (e) a non-exclusive right for the installation, use, operation, maintenance, repair, replacement and removal of Interconnection Facilities across the Landlord Property;
- (f) an easement and right on the Landlord Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Leased Premises including but not limited to an easement right at its sole expense to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Landlord Property which might obstruct receipt of or access to sunlight throughout the Leased Premises or interfere with or endanger the Solar Farm or Tenant's operations; and
- (g) the right of subjacent and lateral support on the Landlord Property to whatever is necessary for the operation and maintenance of the Solar Farm, including, without limitation, guy wires and supports.

- (1) Any obstruction to the receipt of and access to sunlight throughout the entire area of the Leased Premises is prohibited. The easement rights granted by Landlord under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and the parties expressly agree that such easement rights shall be

transferable in accordance with the assignment provisions of this Agreement. The parties expressly intend for all easement rights herein to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement shall be appurtenant to any other property or interest. Notwithstanding the foregoing, if the Landlord conveys the Landlord Property during the Term, Landlord agrees that any granting document, including the deed, shall include within the property description, the existence of the easements contained herein.

- (2) The term of the easements described in this Section 6 shall commence upon the Lease Commencement Date and shall continue until the last to occur of (i) expiration of the Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Term. Additional details concerning the location and configuration of any easement shall be set forth in a recordable instrument prepared by Tenant, which Landlord agrees to execute, and have notarized, within fifteen (15) days of any Tenant request therefor made from time to time. In addition, at Tenant's request and expense, the easements described in this Section 6 may be set forth in a separate standalone easement agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns.

7. **Maintenance and Security.**

- (a) **Maintenance.** The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair. Tenant shall be responsible for ongoing vegetation and weed management on the Leased Premises. Tenant's use of herbicides and pesticides shall be consistent with any relevant conditions set forth in the Town of Milford Planning Board's site plan approval in connection with the Solar Farm.
- (b) **Snow Removal.** Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the access road and Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage caused by its snow removal activities.

- (c) **Security.** Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord, Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties use and occupancy of and activities on the Leased Premises. The Tenant shall be responsible to the Landlord for any and all damages (reasonable wear and tear excluded), to the Leased Premises during the term of this lease. The Landlord reserves the right to require the Tenant to post and maintain through the term of the lease, adequate security, acceptable to the Landlord, to protect the Landlord from loss, including, but not limited to, damage to the Leased Premises, damage to off-site municipal infrastructure occasioned by the Tenant's activities on-site, costs of demolition, decommissioning and other circumstances as identified elsewhere in this agreement.

8. **Quiet Possession.** Tenant shall have the quiet use and enjoyment of the Leased Premises and the easements described herein in accordance with and subject to the terms of this Agreement, without any manner of hindrance, interference, or molestation of any kind by Landlord or any person claiming through Landlord.

9. **Landlord's Warranties, Representations and Covenants.** Landlord hereby agrees with, and warrants, represents and covenants to Tenant as follows: (i) Landlord owns the Leased Premises and the Landlord Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain; (ii) Except in accordance with the terms of the Town Meeting Approval Contingency, Landlord has full right and authority to execute this Agreement and to lease the Leased Premises to Tenant in accordance with the terms hereof without the consent or joinder of any other party; (iii) to the Landlord's best knowledge the Leased Premises comply with any and all applicable laws, rules, regulations and recorded documents; (iv) Landlord has not received any notice of condemnation proceedings, zoning changes or legal noncompliance relating to the Leased Premises; (v) Landlord will not further encumber the title to the Leased Premises during the Term or institute or consent to any rezoning of the Leased Premises during the Term without the prior written consent of Tenant; (vi) Landlord shall not cause or permit any property owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's use of the Leased Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the Leased Premises, or that may cast shade or shadows upon the Leased Premises or any portion thereof); (vii) the Leased Premises are free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants; (viii) there are no service or maintenance contracts affecting the Leased Premises; (ix) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Leased Premises or the larger property of which the Leased Premises are a part; (x) except for this Agreement, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Leased Premises, whether written or oral, recorded or unrecorded; (xi) Landlord is not in the hands of a receiver nor is an application for such a receiver pending; (xii) Landlord has made no

assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; (xiii) within five (5) days after the full execution of this Agreement, Landlord shall provide copies of the following to Tenant, if any: any notices of any statute or code violation pertaining to the Leased Premises; all environmental assessment reports for the Leased Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Leased Premises; any governmental permits for the Leased Premises and any other documentation in Landlord's possession relating to the Leased Premises; (xiv) the Solar Farm is an appropriate use of the Leased Premises; and (xv) Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of, the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

10. Title to Site Improvements and Infrastructure.

- (a) Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 25 below.
- (b) Repair of Landlord Property. In the event that Tenant causes any damage to the Landlord Property in the course of any activity undertaken by Tenant under this Agreement, Tenant shall promptly facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

11. Uses and Operations.

- (a) Authorized Uses and Operations. Tenant shall construct, operate and maintain the Solar Farm as a renewable energy generation system.
- (b) Unauthorized Uses and Operations. The Tenant's uses under this Lease include the construction, maintenance, operation, use, repair, replacement and removal of the Solar Farm, and activities related thereto. Nothing in this Agreement shall be deemed to give Tenant the right to engage in any activities which are not related to the foregoing uses, except as otherwise allowed under the provisions of this Lease.

12. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Agreement shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Subordination and Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage, and Landlord shall obtain the same from the holder of such lien or mortgage. Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and

all documents executed or to be executed by and between Tenant and Landlord in connection with this Agreement. A "Subordination and Non-Disturbance Agreement" shall mean an agreement, in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with, provided, however, that no such Subordination and Non-Disturbance Agreement shall materially alter or modify the rights and obligations of the parties pursuant to this Agreement. Within thirty (30) business days of delivery of Tenant's Option Notice, and within thirty (30) business days of the date of creation of any future mortgages or deeds of trust Landlord shall obtain from any holder of a mortgage or other lien on the Leased Premises securing debt owed by Landlord a Subordination and Non-Disturbance Agreement in form reasonably acceptable to Tenant, executed and acknowledged by Landlord and the holder of the mortgage or other lien. The Landlord is a NH municipality and, as such, the Leased Premises, pursuant to applicable NH law, may not be mortgaged. The Landlord recognizes that the property consisting of the machinery and items constituting the solar array consist of 'personal property' of the Tenant and shall not be interpreted to constitute 'fixtures'.

13. **Mortgagee Protection.** Any Mortgagee of Tenant's interest in the Leased Premises, or any portion of Leased Premises, shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protections, upon delivery to Landlord of notice of its name and address:

- (a) **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Mortgagee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the leasehold estate by any lawful means; (iii) to take possession of and operate the Leased Premises or any portion thereof and to perform all obligations to be performed by Tenant under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Landlord's consent shall not be required for (x) the pledge, assignment, mortgage or hypothecation of Tenant's rights in the Agreement, the Site Improvements and Infrastructure, or Tenant, or (y) the acquisition of Tenant's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. Tenant or a Mortgagee will notify Landlord of any of the actions undertaken as described in items (i)-(iv) and (x) and (y) above. Failure by Tenant or a Mortgagee to provide such notice to Landlord will not make any of the actions undertaken ineffective; however, to the extent applicable, Landlord will not be bound with respect to the action taken until such notice has been given. In connection with any such pledge, assignment, mortgage or hypothecation by Tenant, Landlord shall be given a copy of the proposed Collateral Assignment of Lease, and provided such Collateral Assignment of Lease does not alter or modify the terms of this Lease, Landlord shall

acknowledge and execute a Landlord Acknowledgement of Collateral Assignment of Lease in the form attached hereto as Exhibit C, or in another commercially reasonable form as required by the party receiving such assignment. As used in this Agreement, (1) the term "Mortgagee" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Tenant's interest in the Agreement or Solar Farm, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (2) the term "Mortgage" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Solar Farm and Solar Improvements given to a Mortgagee in connection with such financing and (3) the term "Mortgaged Interest" refers to the interest in this Agreement and/or the Solar Farm and Solar Improvements, that is held by the Mortgagee.

- (b) Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Tenant, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee shall have provided Landlord with its current address indicating where such notice is to be sent. In the event the Landlord gives such a written notice of default, the following provisions shall apply:
- (i) A "Monetary Default" means failure to pay when due any rent or other monetary obligation of Tenant to Landlord under this Agreement; any other event of default is a "Non-Monetary Default."
 - (ii) The Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Tenant, plus, in each instance, the following additional time periods: (x) forty-five (45) days after receipt of the notice of default in the event of any Monetary Default; and (y) seventy-five (75) days after receipt of the notice of default in the event of any non-monetary default, provided that such period shall be extended for a commercially reasonable period of time required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Leased Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Tenant and perform the duties of Tenant under this Agreement for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the

Leased Premises to complete such performance with all the rights, privileges and obligations of the Tenant. Landlord shall not terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth herein.

- (iii) During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the rent and all other monetary charges payable by Tenant under this Agreement which have accrued and are unpaid at the commencement of said period and shall thereafter pay or cause to be paid the rent and all monetary charges payable by Tenant under this Agreement in a timely manner as they come due during such period. Following acquisition of Tenant's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, whereupon Landlord's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those non-monetary defaults which are not capable of being cured or performed by such party due to the legal or practical impossibility of accessing the Leased Premises in a timely manner ("Non-Curable Defaults"). Prior Non-Curable Defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.
- (iv) Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Agreement incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Leased Premises.
- (v) Neither the bankruptcy nor the insolvency of Tenant or any Assignee shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable by Tenant under this Agreement are paid and all other material obligations of Tenant are performed in a timely manner by the Mortgagee in accordance with the terms of this Agreement.

- (vi) Nothing in this Agreement shall be construed to extend this Agreement beyond the Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

- (c) New Agreement to Mortgagee. If this Agreement terminates because of Tenant's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Landlord shall, upon written request from any Mortgagee, enter into a new lease of the Leased Premises, on the following terms and conditions:
 - (i) The terms of the new agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Term of this Agreement, at the same rent and subject to the same terms and conditions set forth in this Agreement. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

 - (ii) The new agreement shall be executed within thirty (30) days after receipt by Landlord of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee: (A) pays to Landlord all rent and other monetary charges payable by Tenant, as applicable, under the terms of this Agreement up to the date of execution of the new agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Landlord from subtenants or other occupants of the Leased Premises; (B) perform all other obligations of Tenant under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; (C) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations which have not been performed by Tenant and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults as defined above; and (D) reimburses Landlord for Landlord's reasonable attorney fees incurred in reviewing the same. Any new agreement granted the Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Landlord.

 - (iii) At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Tenant thereunder.

- (iv) If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new lease whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Landlord shall be reimbursed all reasonable expenses incurred in determining whose Mortgage is prior in lien, including, but not limited to, the cost and expenses incurred in bringing a court action to determine the priority of competing claimants.
- (d) Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Mortgage, this Agreement shall not be modified or amended and Landlord shall not accept a surrender of the Leased Premises or any part thereof or a cancellation or release of this Agreement from Tenant prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.
- (e) No Waiver. No payment made to Landlord by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.
- (f) No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Leased Premises by reason of the fact that this Agreement or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Leased Premises and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Landlord shall join in a written instrument effecting such merger and shall duly record the same.
- (g) Third Party Beneficiary. Each Mortgagee is and shall be an express third party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Landlord under this Agreement.
- (h) Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Landlord shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that is proposing to directly or indirectly acquire

any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights hereunder; provided, however, that such amendment shall not materially impair the rights of Landlord under this Agreement, or extend the Term of this Agreement. Further, Landlord shall, within ten (10) days after written notice from Tenant or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Landlord (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee hereunder.

- (i) Further Amendments to Leased Premises Description. In the event that it is determined by Tenant or any Mortgagee that there are any inaccuracies in or changes required to the legal description of the Leased Premises contained in Exhibit A-2, the validity of this Agreement shall not be affected, and, upon the request of Tenant made from time to time, Landlord shall execute an amendment to the legal description of the Leased Premises contained in Exhibit A-2 of this Agreement and in any memorandum of this Agreement to reflect the legal description of the Leased Premises as contained in any survey obtained by Tenant for the Leased Premises.

14. Governmental Approvals and Compliance. Tenant shall promptly obtain any necessary governmental approvals, licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises, including, but not limited to, site plan or subdivision approvals (to the extent necessary), and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection with Environmental Laws relating to the Leased Premises, except to the extent that the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Materials (as defined herein) on or about the Leased Premises. Landlord shall reasonably cooperate with Tenant in securing such governmental licenses, authorizations or approvals.

15. Assignment. Tenant may assign the Agreement or sublease the Leased Premises with Landlord's consent, which shall not be unreasonably, conditioned, withheld, delayed or denied. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under the Agreement, without obtaining Landlord's consent and in Tenant's sole discretion, to any entity: (a) owned or controlled by Tenant or under common ownership or control with Tenant, (b) which acquires the Tenant or to which Tenant conveys, (c) to any financing party providing funding to the Tenant for the purpose of developing the Solar Farm, or (d) to any Qualified Assignee (as defined herein). As used in this section, "Qualified Assignee" means a person that has (i) a minimum financial liquidity of \$500,000, and (ii) at least two (2) years of experience owning and managing solar assets of similar size to the Solar Farm, provided that, if such person does not have such experience, such person may engage a qualified manager that has such experience to provide management services pursuant to a management services agreement. Tenant will notify Landlord of any such assignment. Failure by Tenant to provide notice to Landlord will not make the assignment ineffective; however, Landlord will not be bound with respect to such assignment until such notice has been given.

16. **Notices.** All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: Town of Milford
1 Union Square
Milford, NH 03055
Attn: Town Administrator

To Tenant: Milford Spartan Solar, LLC
c/o OED Granite Apollo, LLC
114 North Main Street
Concord, NH 03301
Attn: Renewable Energy Assets
Phone: (650) 324-9095
Email: contracts@map-energy.com and
dev@olivewoodenergy.com

With a copy to: Nixon Peabody LLP
900 Elm Street
Manchester, NH 03101
Attention: Mark E. Beaudoin, Esq.
Phone: (603) 628-4025
Email: mbeaudoin@nixonpeabody.com

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

17. **Insurance.** At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities, property, workers' compensation, and liabilities on the Leased Premises, having singly or in combination limits not less than Two Million Dollars (\$2,000,000) in the aggregate. Such policy shall name Landlord as an additional insured as primary and noncontributory under such policy as the Landlord's interests may appear. Tenant and Landlord each will cause its insurance company to consent to and include in their policy a waiver of right of recovery and a waiver of any right of subrogation that such company may have against Tenant or Landlord. Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force. There shall be no lapse of insurance.

18. **Operating Expenses.** Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Premises and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

19. **Taxes.** During the Option Period, Tenant and Landlord shall attempt, using commercially reasonable efforts and in good faith pursuant to the provisions of RSA 72:74, to negotiate a payment in lieu of taxes agreement (“PILOT”) for the payment of all personal and real property taxes assessed on the Leased Premises during the Term on terms mutually acceptable to Tenant and Landlord. Tenant shall make all payments due pursuant to any PILOT agreement in a timely manner. In the event Tenant is unable to so agree on the terms of a PILOT agreement with the Landlord during the Option Period, Tenant shall timely pay the real and personal property taxes assessed during the Term on the Leased Premises and any taxable improvements to the Leased Premises as they become due, pursuant to RSA 72:23 and other applicable New Hampshire statutory law. Tenant shall retain its statutory right to seek an abatement from such taxes if it disputes the taxes assessed; provided, however, nothing herein shall constitute a promise or commitment to abate taxes; unless and until the Tenant has filed appropriate documentation demonstrating entitlement to said relief.

20. **Maintenance by Landlord.** Landlord shall maintain its property adjacent to the Leased Premises, if any, in good condition and a state of repair to avoid interference with Tenant’s use of the Leased Premises and the easements granted in Section 6. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

21. **Risk of Loss.** Except for Landlord’s, and Landlord’s employees’, contractors’ and agents’, acts, omissions, negligence or willful misconduct, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant, Landlord shall not be responsible for any loss or damage to equipment owned by Tenant.

22. **Tenant’s Performance and Surrender.** Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, surrender to Landlord the Leased Premises subject to the other provisions of this Agreement.

23. **Default and Termination for Default.** Landlord or Tenant shall be in default of this Agreement if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the non-breaching party, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party’s failure to cure its breach within such time, as applicable, the non-breaching party shall have the right to terminate this Agreement for default, and to pursue such remedies as may be available in law or equity.

24. **Right to Terminate.** Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days’ notice to Landlord, if:

- (a) Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval (including subdivision approval) that is required

for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises in a commercially reasonable manner;

- (b) Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Leased Premises for its intended purpose;
- (c) Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises;
- (d) Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or
- (e) The Leased Premises are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises.

- (1) In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Solar Farm and restore the Leased Premises as provided herein.

25. Rights to Site Improvements and Infrastructure Upon Termination.

- (a) Title: Tenant. At least ninety (90) days prior to the expiration of the Term (including the expiration of any extension to such Term under Section 3), Tenant shall advise Landlord in writing of Tenant's intention regarding Tenant's ownership of the Solar Farm upon expiration, based upon one of the options set forth in this Section 25(a):

- (i) Retain Title and Operating Rights. Retain ownership of the Solar Farm and continue to operate the Leased Premises as a community-owned solar farm under a new lease agreement with Landlord if:

- (1) Tenant has advised Landlord of Tenant's desire to continue operations in writing a minimum of ninety (90) days prior to the expiration date of the applicable term, as required in this Section 25(a)(1); and
- (2) Landlord and Tenant have agreed to the new lease provisions at least thirty (30) days prior to the expiration date of this Agreement. The newly negotiated lease shall then begin upon the expiration of this Agreement.

It is understood and agreed that if Tenant and Landlord are unable to agree upon the terms of such new lease, then the provisions of Section 25(a)(ii), below, regarding removal shall apply.

- (ii) Remove. Remove the Solar Farm, including the Site Improvements and Infrastructure owned by Tenant and solar panels owned by third parties. Such removal shall be completed during the Final Term, during which time Tenant shall be subject to all terms and conditions in this Agreement with respect to access and said removal.
- (b) Abandonment/Noncompliance with Section 25(a). If Tenant either (i) abandons the Leased Premises or (ii) does not provide the notice to Landlord described in Section 25(a) within the time period for such notice described therein, then Landlord shall notify Tenant whether Landlord desires to enter into a new lease as described in Section 25(a)(i) or desires Tenant to remove the Solar Farm as described in Section 25(a)(ii), and the parties shall proceed accordingly; provided however that in the event that Landlord and Tenant have not entered into the new lease described in Section 25(a)(i) at least ten (10) days prior to the expiration of the Term (including the expiration of any extension to such Term under Section 3), then Tenant shall remove the Solar Farm as set forth in Section 25(a)(ii). If Tenant is obligated under this Section 25 to remove the Solar Farm and fails to do so within the time set forth in Section 25(a)(ii), then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 23 hereof, may remove the Solar Farm at Tenant's cost.
- (c) Decommissioning Security. On or before the Commercial Operations Date, Tenant shall provide security to cover the estimated removal costs associated with the Site Improvements and Infrastructure on the Leased Premises. The security shall be, at Tenant's option, either a surety bond by a company with an A.M. Best rating of not less than A; (provided, however, that any such surety bond shall be in a commercially reasonable form and all disputes, legal actions, suits and proceedings arising out of or relating to such security bond must be brought exclusively in any New Hampshire state or federal court located in New Hampshire), a corporate guarantee (from a financially responsible entity that is reasonably acceptable to Landlord), a letter of credit, a cash deposit, or other security reasonably acceptable to Landlord (the selected security being herein referred to as the "Removal Bond"). The amount of the Removal Bond shall be the estimated cost of (i) removing the foregoing Site Improvements and Infrastructure, net of their estimated salvage value, as estimated by a licensed professional engineer selected by Tenant, and confirmed by, at Landlord's option, a licensed professional engineer selected by Landlord; and (ii) restoration of the Leased Premises and reseeding areas where the equipment was located with grasses and/or natural vegetation, and the supplemental seeding or reseeding for up to three (3) years to ensure that the grass and/or natural vegetation is growing as intended. The amount of the Removal Bond shall be updated every five (5) years after the initial estimate based on a new estimate by a licensed professional engineer selected by Tenant, and

confirmed by, at Landlord's option, a licensed professional engineer selected by Landlord.

26. **Binding on Successors.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

27. **Access to Premises.** In addition to the easements granted in Section 6, Tenant and its engineers, officers, employees, agents, and contractors shall have full access to the Leased Premises during the Term.

28. **Governing Law.** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of New Hampshire and all disputes, legal actions, suits and proceedings arising out of or relating to this Agreement must be brought exclusively in any New Hampshire state or federal court located in New Hampshire.

29. **Entire Agreement.** All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

30. **Intentionally Omitted.**

31. **Oil, Gas and Mineral Rights.** Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves herefrom all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided, however, that ingress and egress to, from, over and across, and use of, the surface of the Leased Premises for the exploration, drilling, mining, production, development, transportation and/or storage of oil, gas, and other minerals is expressly prohibited during the Term, and further provided that any activity associated with such minerals shall not interfere with Tenant's quiet use and enjoyment of the Leased Premises.

In the event that there shall exist at any time any mineral rights separate from Landlord's fee interest in the Leased Premises, Landlord shall deliver to Tenant, within ten (10) days of any request Tenant made by Tenant from time to time, such documentation as may be required to ensure that such mineral rights are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant hereunder and to allow Tenant to obtain an endorsement over such mineral rights in any title commitment or title policy requested by Tenant, including without limitation a non-disturbance agreement executed by Landlord and the holder of such mineral rights, in form acceptable to Tenant.

32. **Indemnities and Release.**

(a) **Indemnity by Tenant.** TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD AND LANDLORD'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH

PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE "LANDLORD PARTIES" OR AN "LANDLORD PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF TENANT OR TENANT'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE LEASED PREMISES DURING THE TERM, INCLUDING ANY CONSTRUCTION, OPERATION OR DECOMMISSIONING OF THE SOLAR FARM OR OTHER IMPROVEMENTS PLACED ON THE LEASED PREMISES BY TENANT (ALL SUCH LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY THE LANDLORD PARTIES ARE COLLECTIVELY REFERRED TO AS THE "LANDLORD LOSSES"). HOWEVER, THE LANDLORD LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY LANDLORD PARTY'S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LANDLORD LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY ANY LANDLORD PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH LANDLORD PARTY FOR SUCH LANDLORD LOSSES. TENANT SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF TENANT'S ACTIVITIES OR OTHERWISE AS A RESULT OF ANY EXERCISE BY TENANT OF ITS RIGHTS UNDER THIS AGREEMENT.

"Affiliate" for purposes of this Agreement means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Tenant or Landlord, as applicable. As used in this definition, "control" (including, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

- (b) Indemnity by Landlord. SUBJECT TO (I) NH RSA 507-B, TO THE EXTENT APPLICABLE, AND ANY OTHER APPLICABLE NEW HAMPSHIRE STATUTE, AND (II) ALL CAPS ON LIABILITY CONTAINED IN NH RSA 507-B OR OTHER APPLICABLE NEW

HAMPSHIRE STATUTES, AND WITHOUT WAIVING ANY DEFENSES, INCLUDING BUT NOT LIMITED TO DISCRETIONARY IMMUNITY AND OFFICIAL IMMUNITY, LANDLORD SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT'S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE "TENANT PARTIES" or a "TENANT PARTY") FROM AND AGAINST LOSSES (AS DEFINED ABOVE) TO THE EXTENT ARISING OUT OF ANY LANDLORD OR LANDLORD PARTY'S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, OR OTHER WORK ON (WHETHER OR NOT SUCH WORK IS PERFORMED AT THE REQUEST OF TENANT OR TENANT PARTIES) THE LEASED PROPERTY OR LANDLORD PROPERTY, BUT EXCLUDING ANY LANDLORD LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY (I) TENANT PARTY'S ACTIONS OR INACTIONS, OR (II) THIRD PARTY ACTIONS OR INACTIONS WHICH ARE NOT CAUSED DUE TO THE DEMONSTRABLE FAULT OF ANY LANDLORD PARTY. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH LANDLORD IS OBLIGATED TO INDEMNIFY ANY TENANT PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH TENANT PARTY FOR SUCH LOSSES.

Landlord shall maintain contractual liability coverage in the amount of \$1,000,000 per written contract for the policy period and to defend, indemnify or hold harmless Tennant subject to the following conditions:

- (1) Coverage under the policy is limited to all terms, conditions, exclusions and the specific contractual liability sublimit set forth in the Public Entity Coverage Documents and Declarations, as set forth in Exhibit D.
 - (2) Coverage is limited to bodily injury and property damage claims under Coverage A, and Coverage B, Property Damage Liability, as set forth in Exhibit E.
- (c) Environmental Indemnity by Landlord. SUBJECT TO (I) NH RSA 507-B, TO THE EXTENT APPLICABLE, AND ANY OTHER APPLICABLE NEW HAMPSHIRE STATUTE, AND (II) ALL CAPS ON LIABILITY CONTAINED IN NH RSA 507-B OR OTHER APPLICABLE NEW HAMPSHIRE STATUTES, AND WITHOUT WAIVING ANY DEFENSES, INCLUDING BUT NOT LIMITED TO DISCRETIONARY IMMUNITY AND OFFICIAL IMMUNITY, LANDLORD SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND

TENANT PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, OBLIGATIONS, PENALTIES, CLAIMS, LITIGATION, DEMANDS, DEFENSES, JUDGMENTS, SUITS, ACTIONS, PROCEEDINGS, COSTS, DISBURSEMENTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERTS' FEES, EXPENSES AND DISBURSEMENTS INCURRED WHETHER BY REASON OF THIRD PARTY CLAIMS OR TO ENFORCE THE TERMS, CONDITIONS, AND PROVISIONS OF THIS INDEMNIFICATION PROVISION) OF ANY KIND OR NATURE WHATSOEVER WHICH MAY AT ANY TIME BE IMPOSED UPON, INCURRED BY OR ASSERTED OR AWARDED AGAINST THE TENANT OR TENANT PARTIES RELATING TO, RESULTING FROM OR ARISING OUT OF (I) THE CONDITIONS OF THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, THE PRESENCE OF ANY HAZARDOUS MATERIALS OR WASTE OR A RELEASE OR DISPOSAL OR THE THREAT OF A RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIALS OR WASTE ON, IN, UNDER, OR ABOUT THE LEASED PREMISES AND THE SOLAR FARM, (A) EXISTING AT ANY TIME PRIOR TO THE EFFECTIVE DATE, AND/OR (B) EXISTING AT ANY TIME PRIOR TO OR AFTER THE EFFECTIVE DATE WITH RESPECT TO OR ARISING FROM THE PRIOR OR CURRENT OPERATION OR USE OF THE LEASED PREMISES AS A WASTE DISPOSAL SITE OR FOR THE STORAGE, TREATMENT, GENERATION, TRANSPORTATION, PROCESSING, HANDLING, MANAGEMENT, OR DISPOSAL OF ANY HAZARDOUS MATERIALS OR WASTES, OR FOR INDUSTRIAL PURPOSES OR FOR THE COMMERCIAL STORAGE OF PETROLEUM OR PETROLEUM BASED PRODUCTS; (II) ANY VIOLATION BY LANDLORD OR ANY LANDLORD PARTY OF ANY APPLICABLE ENVIRONMENTAL LAW; (III) THE FAILURE BY LANDLORD OR ANY LANDLORD PARTY TO PROMPTLY UNDERTAKE AND DILIGENTLY PURSUE TO COMPLETION ALL NECESSARY, APPROPRIATE AND/OR LEGALLY REQUIRED INVESTIGATIVE, ASSESSMENT, CONTAINMENT, REMOVAL, CLEANUP AND OTHER REMEDIAL ACTIONS, ON, IN, UNDER, OR ABOUT THE LEASED PREMISES AND THE SOLAR FARM; (V) HUMAN EXPOSURE TO ANY HAZARDOUS MATERIALS, WASTES, NOISES, VIBRATIONS OR NUISANCES OF WHATEVER KIND TO THE EXTENT THE SAME ARISE FROM THE PRE-EXISTING CONDITION OF THE LEASED PREMISES OR THE OWNERSHIP, USE, OR OPERATION THEREOF OF THE LEASED PREMISES AS A WASTE DISPOSAL SITE; AND (VI) THE COSTS OF ANY REQUIRED OR NECESSARY INVESTIGATION, ASSESSMENT, TESTING, REPAIR, CLEANUP, CLOSURE OR POST-CLOSURE MEASURES, OR DETOXIFICATION OF THE LEASED PREMISES OR THE SOLAR FARM OF WHATEVER KIND TO THE EXTENT THE SAME ARISE

FROM THE PRE-EXISTING CONDITION OF THE LEASED PREMISES AND SOLAR FARM OR THE OWNERSHIP, USE, OR OPERATION THEREOF OF THE LEASED PREMISES AS A WASTE DISPOSAL SITE. THIS INDEMNIFICATION SHALL SURVIVE ANY TERMINATION, CONVEYANCE, ASSIGNMENT, SUBLEASING OR DEFEASANCE OF ANY RIGHT, TITLE OR INTEREST OF THE TENANT IN AND TO THE LEASED PREMISES UNDER THIS AGREEMENT.

As used herein, the term "**Hazardous Material(s)**" includes, without limitation, any hazardous or toxic material, substance, or waste which is (A) defined, classified, designated, listed or otherwise considered under any Environmental Law as a "solid waste," "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the environment, (B) any flammable, explosive, radon, radioactive materials, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, or related materials (C) any oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (D) polychlorinated biphenyls (PCBs), (E) lead and lead-containing materials; (G) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law as hereinafter defined; and (F) any materials which cause or threaten to cause a nuisance upon or waste to any portion of the Leased Premises or any surrounding property; or poses or threatens to pose a hazard to the health and safety of persons on the Leased Premises, the Solar Farm, or any surrounding property. As used herein, the term, "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials or solid wastes, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resource Conservation and Recovery Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), and the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections

2601, et seq.), the Federal Waters Pollution Control Act, as amended (33 U.S.C. Sections 1251, et seq.), or any other applicable Environmental Law and the regulations promulgated thereunder. As used herein, the term "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder.

- (d) Environmental Indemnity by Tenant. TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD AND ANY LANDLORD PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, OBLIGATIONS, PENALTIES, CLAIMS, LITIGATION, DEMANDS, DEFENSES, JUDGMENTS, SUITS, ACTIONS, PROCEEDINGS, COSTS, DISBURSEMENTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERTS' FEES, EXPENSES AND DISBURSEMENTS INCURRED WHETHER BY REASON OF THIRD PARTY CLAIMS OR TO ENFORCE THE TERMS, CONDITIONS AND PROVISIONS OF THIS INDEMNIFICATION PROVISION) OF ANY KIND OR NATURE WHATSOEVER WHICH MAY AT ANY TIME BE IMPOSED UPON, INCURRED BY OR ASSERTED OR AWARDED AGAINST THE LANDLORD OR LANDLORD PARTIES RELATING TO, RESULTING FROM OR ARISING OUT OF (I) THE CONDITIONS OF THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, THE PRESENCE OF ANY HAZARDOUS MATERIALS OR WASTE OR A RELEASE OR DISPOSAL OR THE THREAT OF A RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIALS OR WASTE ON, IN, UNDER, OR ABOUT THE LANDLORD PROPERTY, AS A RESULT OF THE TENANT OR ANY TENANT PARTY USE OF THE LANDLORD PROPERTY, ACTIONS OR INACTIONS, INCLUDING BUT NOT LIMITED TO (I) THE STORAGE, TREATMENT, GENERATION, TRANSPORTATION, PROCESSING, HANDLING, MANAGEMENT, OR DISPOSAL OF ANY HAZARDOUS MATERIALS OR WASTES, OR FOR INDUSTRIAL PURPOSES OR FOR THE COMMERCIAL STORAGE OF PETROLEUM OR PETROLEUM BASED PRODUCTS; (II) ANY VIOLATION BY TENANT OR ANY TENANT PARTY OF ANY APPLICABLE ENVIRONMENTAL LAW; (III) THE FAILURE BY TENANT OR ANY TENANT PARTY TO PROMPTLY UNDERTAKE AND DILIGENTLY PURSUE TO COMPLETION ALL NECESSARY, APPROPRIATE AND/OR LEGALLY REQUIRED INVESTIGATIVE, ASSESSMENT, CONTAINMENT, REMOVAL, CLEANUP AND OTHER REMEDIAL ACTIONS, ON, IN, UNDER, OR ABOUT THE LANDLORD PROPERTY; (V) HUMAN EXPOSURE TO ANY HAZARDOUS MATERIALS, WASTES, NOISES, VIBRATIONS OR NUISANCES OF WHATEVER KIND TO THE EXTENT THE SAME ARISE FROM THE TENANT OR ANY TENANT PARTY'S USE OF THE LANDLORD

PROPERTY; AND (VI) THE COSTS OF ANY REQUIRED OR NECESSARY INVESTIGATION, ASSESSMENT, TESTING, REPAIR, CLEANUP, CLOSURE OR POST-CLOSURE MEASURES, OR DETOXIFICATION OF THE LANDLORD PROPERTY OR THE SOLAR FARM OF WHATEVER KIND TO THE EXTENT THE SAME ARISE FROM THE TENANT OR ANY TENANT PARTY'S USE OF THE LANDLORD PROPERTY. THIS INDEMNIFICATION SHALL SURVIVE ANY TERMINATION, CONVEYANCE, ASSIGNMENT, SUBLEASING OR DEFEASANCE OF ANY RIGHT, TITLE OR INTEREST OF THE TENANT IN AND TO THE LEASED PREMISES UNDER THIS AGREEMENT.

- (e) Release. Notwithstanding any terms to the contrary contained in this Agreement, Tenant shall have no obligation or liability to Landlord, any third party, or governmental entity, for (a) any Hazardous Materials or wastes present in, on or under the Leased Premises or the Solar Farm, including but not limited to, any Hazardous Materials or wastes present in the ground water, on or prior to the Effective Date, or (b) any Hazardous Materials or wastes in, on or under the Leased Premises or the Solar Farm, including but not limited to, any Hazardous Materials or other wastes present in the groundwater, arising from the use of the Leased Premises as a landfill, waste disposal site, or other prior use, regardless of whether such Hazardous Materials arise prior to or after the Effective Date, or are not known or discovered until after the Effective Date, or (c) any Hazardous Materials or wastes on, under or from any property adjoining or proximate to the Leased Premises or the Solar Farm that may affect the Leased Premises or the Solar Farm, or (d) with respect to the generation, presence, use or release by Landlord or an Landlord Party, of any Hazardous Materials or wastes in, on or under the Leased Premises or the Solar Farm.

- (f) Recognition of Dangers. LANDLORD RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE SITE IMPROVEMENTS AND INFRASTRUCTURE. LANDLORD AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE THE LANDLORD PARTIES TO DO THE SAME. LANDLORD SHALL TAKE REASONABLE MEASURES TO AVOID ALL RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY.

- (g) Hazardous Materials Warranties, Representations and Covenants.
 - (i) Landlord is in compliance with all applicable Environmental Laws.
 - (ii) Landlord and Tenant shall remain in compliance at all times with all applicable Environmental Laws during the Term.

- (h) **Survival.** The covenants of this Section 32 shall survive and be enforceable and shall continue in full force and effect for the benefit of the parties thereto and their subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

33. **Mechanics' Liens.** Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or, under Tenant.

34. **Headings.** The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

35. **Time of Essence.** Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

36. **Severability.** If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

37. **Real Estate Broker.** Each party represents and warrants to the other that it has not signed a listing agreement, dealt with, or otherwise agreed to pay a broker's commission, finder's fee, or other like compensation to anyone in connection with the lease of the Leased Premises or the transaction contemplated by this Agreement, and each party agrees to indemnify and hold the other party harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

38. **Further Assurances.** Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

39. **Dispute Resolution.** Any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by taking the following steps (a) by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed forty-five (45) days unless extended by mutual agreement; and if not resolved by negotiations, then (b) by any other remedies available under the law.

40. **Right to Record.** The Tenant shall have the right to prepare, execute and record a memorandum of lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary. Landlord shall execute and deliver such memorandum of lease within five (5) business days of delivery of such memorandum of lease by Tenant to Landlord. Tenant shall provide the Landlord a copy of the recorded memorandum of lease after recordation in the Hillsborough County Registry of Deeds.

41. **Tax Credits.** If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant's option, Landlord and Tenant shall amend this Agreement or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement shall entitle Tenant to a fee interest in the Leased Premises, diminish Tenant's payment obligations under this Agreement or extend the Term of this Agreement.

42. **Attorneys' Fees.** The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

43. **Interpretation.** Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the day and year first above written.

LANDLORD:

TOWN OF MILFORD

By its Board of Selectmen:

By: Gary Daniels
Gary Daniels, Chairman

TENANT:

MILFORD SPARTAN SOLAR, LLC

By: [Signature]
Michael Caplan, President

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On this 23 day of September, 2019, before me, the undersigned notary public in and for said State, personally appeared Gary Daniels, Chair of the Town of Milford Board of Selectmen, proved to me on the basis of satisfactory evidence of identification, which were Gary Daniels, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed such document voluntarily for its stated purpose on behalf of the Town of Milford (as Landlord).

WITNESS my hand and official seal.

Tina Philbrick
Notary Public/Justice of the Peace

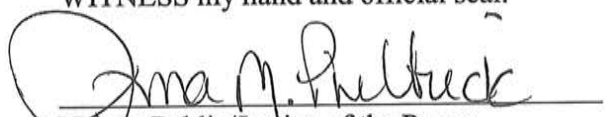
TINA M. PHILBRICK, Notary Public
State of New Hampshire
My Commission Expires September 5, 2023

STATE OF New Hampshire)

COUNTY OF Dorchester)

On this 23 day of September, 2019, before me, the undersigned notary public in and for said State, personally appeared Michael Caplan, President of MILFORD SPARTAN SOLAR, LLC proved to me on the basis of satisfactory evidence of identification, which were Michael Caplan to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed such document voluntarily for its stated purpose on behalf of MILFORD SPARTAN SOLAR, LLC (as Tenant).

WITNESS my hand and official seal.


Notary Public/Justice of the Peace

TINA M. PHILBRICK, Notary Public
State of New Hampshire
My Commission Expires September 5, 2023

EXHIBIT A-1

LEGAL DESCRIPTION OF THE LANDLORD PROPERTY

MILFORD TAX LOTS: 38-4; 38-5; 38-5-1; 38-9; 38-12; 38-13; and 38-14

Six parcels of land (some parcels consist of more than one part or lot) situated in Milford, Hillsborough County, New Hampshire, which parcels include all or a portion of lots M38 L4, M38 L5, M38 L11, M38 L12, M38 L9, M38 L13, M38 L14, M38 L15, M38 L16, M38 L17, M38 L58, M41 L23, M41 L24, M41 L25, as shown on a plan of land entitled "Boundary Plan Land of X-ORB LTD., BROX/LORDEN LTD. and GEORGE BROX ET AL. Located in Milford, New Hampshire," dated August 31, 1994, prepared by Bedford Design Consultants, and recorded in the Hillsborough County Registry of Deeds as Plan No. 27254 and as modified by a plan entitled "Tax Map 38 Lots 17, 50 & 58 Lot Line Adjustment Plan Prepared for Milford School District Located on Whitten Road, Milford, New Hampshire," dated January 4, 2000, prepared by Bedford Design Consultants, and recorded in said Registry of Deeds as Plan No. 30363.

PARCEL 1:

A certain tract or parcel of land (consisting of three parts) situated in Milford, Hillsborough County, New Hampshire, and being more particularly bounded and described as follows:

A. Beginning at the northwest corner of the premises at land now or formerly of Bernice B. Perry Trust (M7 L20, M7 L19); thence

- 1) South 79° 30' 19" East along said Perry land (M7 L19) a distance of 283.08 feet to a pin; thence
- 2) North 80° 02' 58" East along said Perry land (M7 L18) a distance of 290.88 feet to a stone bound at other land of the grantors (M38 L5); thence
- 3) South 21° 55' 01" East along said M38 L5 a distance of 741.03 feet to a pin situated on the northerly sideline of a road shown as "Service Road A (Class VI Highway)"; thence
- 4) Along said Service Road A North 71° 05' 24" West a distance of 648.81 feet to a stone bound; thence
- 5) Continuing along said Service Road A by a curve having a radius of 1120.92 a distance of 70.22 feet to a stone bound located at the southwest corner of the premises at land now or formerly of Federal Deposit Insurance Corp.; thence
- 6) North 19° 47' 04" West along said FDIC land a distance of 413.02 feet to a stone bound; thence
- 7) North 18° 48' 48" West along said FDIC land a distance of 68.72 feet to the point of beginning.

B. Beginning at a stone bound on the southerly sideline of said Service Road A at the northwest corner of the premises at land now or formerly of Chalet Susse; thence

- 1) Along said Service Road A by a curve having a radius of 1170.92 feet a distance of 28.64 feet to a stone bound; thence
- 2) Along said Service Road A South $71^{\circ} 05' 24''$ East a distance of 634.69 feet to a pin; thence
- 3) Continuing along said Service Road A and a road shown as "Connector Road" South $26^{\circ} 05' 24''$ East a distance of 70.71 feet to a pin; thence
- 4) Continuing along said Connector Road South $18^{\circ} 54' 36''$ West, a distance of 205 feet to a pin on the northerly sideline of NH Route 101 (L.A. ROW); thence
- 5) Along NH Route 101 (L. A. ROW) North $71^{\circ} 05' 24''$ West a distance of 508.8 feet to a pin; thence
- 6) North $190^{\circ} 47' 04''$ West a distance of 327.17 feet to the point of beginning.

C. Beginning at a pin on the north side of NH Route 101 (L.A. ROW) at the southwest corner of other land of the grantors (M38 L5); thence

- 1) North $21^{\circ} 55' 01''$ West along said M38 L5 a distance of 271.29 feet to a stone bound; thence
- 2) Along said Connector Road South $63^{\circ} 34' 36''$ West a distance of .40 feet to a point; thence
- 3) Continuing along said Connector Road South $18^{\circ} 54' 36''$ West a distance of 205 feet to a point on the northerly sideline of NH Route 101 (L.A. ROW); thence
- 4) Along said NH Route 101 (L.A. ROW) South $71^{\circ} 05' 24''$ East a distance of 125 feet to a stone bound; thence
- 5) Continuing along said NH Route 101 (L.A. ROW) South $71^{\circ} 05' 24''$ East a distance of 52.64 feet to the point of beginning.

Meaning and intending to describe and convey M38 L4 (consisting of three parts) as shown on said Plan 27254. Said parcel contains 11.214 acres.

PARCEL 2:

A certain tract or parcel of land (consisting of three parts) situated in Milford, Hillsborough County, New Hampshire, and more particularly bounded and described as follows:

A. Beginning at a pin located on the southerly sideline of NH Route 101 (L.A. ROW) at the northwest corner of the premises at land now or formerly of Granite State Concrete, Inc. (M38 L3), thence

- 1) Along said NH Route (I, A. ROW) a distance of 236.46 feet to a pin on the westerly sideline of said Connector Road; thence
- 2) Along said Connector Road South 18° 54' 36" West a distance of 205 feet to a stone bound; thence
- 3) Continuing along said Connector Road South 63° 54' 36" West a distance of 56.74 feet to a stone bound; thence
- 4) North 19° 47' 04" West a distance of 314.06 feet to the point of beginning.

B. Beginning at a pin located on the southerly sideline of NH Route 101 (L.A. ROW) and the easterly sideline of said Connector Road at the northwest corner of the premises; thence

- 1) Along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 471.40 feet to a stone bound at the northwest corner of other land of the grantors (M38 L11); thence
- 2) South 21° 55' 01" East along said M38 L11 a distance of 337 feet to a pin on the northerly sideline of a road shown as "Service Road 'B' Class VI Highway"; thence
- 3) Along said Service Road B North 71° 05' 24" West a distance of 641.72 feet to a pin; thence
- 4) Continuing along said Service Road B North 26° 05' 24" West a distance of 70.71 feet to a stone bound; thence
- 5) Along said Connector Road North 18° 54' 36" East a distance of 205 feet to the point of beginning.

C. Beginning at a pin located on the southerly sideline of said Service Road B at the northwest corner of the premises and land now or formerly of Granite State Concrete, Inc. (M38 L3); thence

- 1) Along said Service Road B South 71° 05' 24" East a distance of 777.08 feet to a pin at said M38 L11; thence
- 2) South 21° 55' 01" East along said M38 L11 a distance of 830.25 feet to a stone bound at other land of the grantors (M38 L13); thence
- 3) South 86° 57' 17" West along said M38 L13 a distance of 665.6 feet to a stone bound at the southeast corner of M38 L3; thence
- 4) North 19° 47' 03" West along said M38 L13 a distance of 1123.78 feet to the point of beginning.

Meaning and intending to describe and convey M38 L12 (consisting of three parts) as shown on said Plan 27254. Said Parcel 2 contains 17.962 acres.

PARCEL 3:

A certain tract or parcel of land situated in Milford, Hillsborough County, New Hampshire, bounded and described as follows:

Beginning at a stone bound situated at the northwest corner of the premises at land now or formerly of Bernice P. Perry Trust (M7 L18); thence

North 61° 36' 51" East along said Perry land a distance of 236.54 feet to a pin; thence

North 61° 18' 31" East a distance of 298.68 feet to a pin at land now or formerly of JK Realty Trust (M38 L6); thence

South 23° 37' 05" East along said M38 L6 a distance of 467.19 feet to a tree; thence

South 20° 39' 42" East along said M38 L6 a distance of 1188.10 feet to a pin located on the northerly sideline of NH Route 101 (L.A. ROW); thence

Along said NH Route 101 (L.A. ROW) North 71° 05' 24" West a distance of 686.50 feet to a pin; thence

North 21° 55' 01" West a distance of 271.29 feet to a stone bound; thence

Along said Connector Road and Service Road A North 63° 54' 36" East a distance of 70.31 feet to a stone bound; thence

Continuing along said Service Road A South 71° 05' 24" East a distance of 38.03 feet to a stone bound; thence

Continuing along said Service Road A North 19° 03' 31" East a distance of 50 feet to a stone bound; thence

Continuing along said Service Road A North 71° 05' 24" West a distance of 175.04 feet to a pin; thence

North 21° 55' 01" West along M38 L4 a distance of 741.03 feet to the point of beginning.

Meaning and intending to describe and convey M38 L5 as shown on said Plan 27254. Said Parcel 3 contains 17.007 acres.

PARCEL 4:

A certain tract or parcel of land (consisting of two parts) situated in Milford, Hillsborough County, New Hampshire, bounded and described as follows:

A. Beginning at a pin located on the southerly sideline of NH Route 101 (L.A. ROW) at the northwest corner of the premises at other land of the grantors (M38 L12); thence

- 1) Along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 610.02 feet to a stone bound; thence
- 2) Continuing along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 61.60 feet to a tree at land now or formerly of Anderson and Evelyn Hanson (M38 L10); thence
- 3) South 20° 26' 38" East along said Hanson land a distance of 5.05 feet to a tree; thence
- 4) South 20° 26' 58" East along said Hanson land a distance of 210.82 feet to a tree; thence
- 5) South 20° 26' 58" East a distance of 113.94 feet to a pin on the northerly sideline of said Service Road B; thence
- 6) Along said Service Road B North 71° 05' 24" West a distance of 660.46 feet to a pin; thence
- 7) North 21° 55' 01" West a distance of 337 feet to the point of beginning.

B. Beginning at a point on the southerly sideline of said Service Road B at the northwest corner of the premises and other land of the grantor (M38 L12); thence

- 1) Along said Service Road B South 71° 05' 24" East a distance of 658.27 feet to a pin at said Hanson land; thence
- 2) South 20° 26' 58" East along said Hanson land a distance of 556.33 feet to a pin; thence
- 3) South 85° 58' 48" West along M38 L13 a distance of 508.47 feet to a stone bound; thence
- 4) North 21° 55' 01" West along said M38 L12 a distance of 830.25 feet to the point of beginning.

Meaning and intending to describe and convey M38 L11 (consisting of two parts) as shown on said Plan 27254. Said Parcel 4 contains 11.76 acres.

PARCEL 5:

A certain tract or parcel of land (consisting of two parts) situate in Milford, Hillsborough County, New Hampshire, bounded and described as follows:

A. Beginning at a pin located on the southerly sideline of NH Route 101 (L.A. ROW) at the northwest corner of the premises at said Hanson land; thence

- 1) Along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 950.36 feet to a N.H. Concrete Bound; thence
- 2) Continuing along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 425.14 feet to a point at land now or formerly of Donald and Audrey I {awes (M39 L74); thence
- 3) South 14° 27' 30" East along said Hawes land a distance of 7.26 feet to a point; thence

- 4) South 88° 56' 14" West along said Hawes land a distance of 378.85 feet to a pin; thence
- 5) South 86° 20' 02" West along other land of the grantors (M38 L14) a distance of 311.34 feet to a granite bound; thence
- 6) Along said Service Road B North 71° 05' 24" West a distance of 551.61 feet to a granite bound; thence
- 7) North 16° 57' 13" West along said Hanson land a distance of 314.65 feet to the point of beginning.

B. Beginning at a stone bound located on the southerly sideline of said Service Road B at the northwest corner of the premises; thence

- 1) Along said Service Road B South 71° 05' 24" East a distance of 395.20 feet to a stone bound; thence
- 2) South 86° 20' 02" West along said M38 L14 a distance of 329.09 feet to a stone bound; thence
- 3) North 16° 57' 13" West along said Hanson land a distance of 155.90 feet to the point of beginning.

Meaning and intending to describe and convey M38 L9 (consisting of two parts) as shown on said Plan 27254. Said Parcel 5 contains 6.208 acres.

PARCEL 6:

A certain tract or parcel of land situate in Milford, Hillsborough County, New Hampshire, bounded and described as follows:

Beginning at the northwest corner of the premises at a point at the northeast corner of land of the Milford School District (M38 L50 as shown on said Plan 30363); thence

- 1) North 86° 57' 17" East a distance of 613.39 feet to a granite bound; thence
- 2) North 85° 58' 48" East a distance of 508.47 feet to a pin at the southeast corner of M38 L11 and the southwest corner of said Hanson land (M38 L10); thence
- 3) North 85° 58' 47" East along said Hanson land a distance of 779.76 feet to a stone bound at the southeast corner of said Hanson land; thence
- 4) North 86° 20' 02" East a distance of 329.09 feet to a stone bound; thence
- 5) Continuing by said course across said Service Road B to a stone bound; thence
- 6) Continuing by said course a distance of 311.34 feet to an iron pipe at the northeast corner of M38 L14 and the northwest corner of said Hawes land; thence

- 7) South 06° 30' 40" East a distance of 132.34 feet by said Hawes land to a stone bound; thence
- 8) Continuing by said course across said Service Road B to a pin; thence
- 9) Continuing South 06° 30' 40" East by said Hawes land a distance of 850.79 feet to a pipe; thence
- 10) South 07° 04' 10" East by said Hawes land a distance of 491.65 feet to a stone bound at the southwest corner of said Hawes land and the northwest corner of land now or formerly of Harlan E. Burns, Jr. (M41 L27); thence
- 11) South 06° 27' 02" East a distance of 999.39 feet by said Bums land to a stone bound at the southeast corner of M38 L15 and the southwest corner of said land of Bums; thence
- 12) South 87° 05' 20" West along other land of Burns (M41 L26) a distance of 1081.99 feet to an iron pipe; thence
- 13) South 80° 54' 15" West along said Bums land a distance of 108.36 feet to a pin; thence
- 14) South 01° 55' 58" West along said Bums land, a distance of 1232.23 feet to a pin at the southeast corner of M41 L25 and the northeast corner of land now or formerly of Janice R. Adams (M41 L44); thence
- 15) South 86° 10' 58" West along said Adams land a distance of 490 feet to a pin; thence
- 16) South 13° 08' 57" East along said Adams land a distance of 248.07 feet, more or less, to the center of a brook; thence
- 17) Following the center line of said brook a distance of approximately 164.49 feet to a pin; thence
- 18) North 79° 00' 04" West a distance of 825.11 feet to a stone bound at the southwest corner of M41 L23; thence
- 19) North 00° 43' 37" West a distance of 1268.25 feet to a point; thence
- 20) South 82° 52' 32" West along land now or formerly of Rajin Garg (M41 L21-1) a distance of 379.50 feet to a stone bound; thence
- 21) South 86° 05' 18" West along land now or formerly of Keith A. Frances (M41 L20-11), a future street, David Lorensten (M41 L20-10), Michael G. Mika (M41 L20-9), Elizabeth A. Wolf-Arsenault (M41 L20-8), and Eric P. Schelberg (M41 L20-7), a distance of 849.00 feet to a point at the easterly sideline of Whitten Road; thence
- 22) North 05° 03' 45" West along Whitten Road, a distance of 136.24 feet to a point; thence
- 23) Continuing along said Whitten Road North 07° 20' 22" West a distance of 325.10 feet to a point; thence

- 24) North 07° 31' 30" West along said Whitten Road a distance of 199.93 feet to a point; thence
- 25) North 17° 38' 47" West along said Whitten Road a distance of 34.99 feet to a point at the southwest corner of land recently conveyed to the Milford School District (M38 L50); thence
- 26) South 89° 23' 19" East along said Milford School District land a distance of 230.04 feet to a point; thence
- 27) South 07° 10' 37" East along said Milford School District land a distance of 33.50 feet to a point; thence
- 28) North 85° 49' 07" East along said Milford School District land a distance of 300.53 feet to a point; thence
- 29) South 87° 56' 25" East along said Milford School District land a distance of 467.54 feet to a point; thence
- 30) Along said Milford School District land by a curve having a radius of 1350 feet a distance of 288.03 feet to a point; thence
- 31) South 88° 01' 07" East along said Milford School District land a distance of 50 feet to a point; thence
- 32) Along said Milford School District land by a curve having a radius of 1400 feet a distance of 255.11 feet to a point; thence
- 33) South 88° 01' 07" East along said Milford School District land a distance of 339.54 feet to a point; thence
- 34) North 20° 29' 01" East along said Milford School District land a distance of 206.24 feet to a point; thence
- 35) North 06° 17' 04" West along said Milford School District land a distance of 1670.18 feet to a point; thence
- 36) North 71° 05' 24" West along said Milford School District land a distance of 226.60 feet to a point; thence
- 37) North 19° 47' 03" West along said Milford School District land a distance of 182.47 feet to the point of beginning.

Meaning and intending to describe and convey M38 L13, M38 L14, M38 L15, M38 L16, M38 L17, M38 L58, M41 L23, M41 L24, and M41 L25 as shown on said Plan 27254, excepting and reserving the premises previously conveyed to the Milford School District by deed recorded in the Hillsborough County Registry of Deeds at Book 6231, Page 1284, and shown as M38 L50 on said Plan 30363. Also excepting and reserving herefrom any portion of the premises lying within the bounds of Service Road B.

MILFORD TAX LOT: 38-11

A certain parcel of land situated in Milford, Hillsborough County, New Hampshire, described as follows:

Beginning at a cherry tree at a northwest corner of the premises; thence

- 1) Southerly by land now or formerly of E.W. Lincoln, one hundred seventy-nine rods to a stake and stones at land now or formerly of A.W. Phillips; thence
- 2) Easterly by said Phillips land thirty-four rods to a stake and stones at land now or formerly of the Estate of Emri C. Hutchinson; thence
- 3) Northerly by said Hutchinson land one hundred seventy-one rods to a post at land now or formerly of George G. Searles; thence
- 4) Northwesterly by said Searles land to the point of beginning.

Together with a right-of-way across land now or formerly of George G. Searles to the highway leading from Milford to Wilton, sometimes known as Old Wilton Road.

Being the same premises conveyed to us by deed of George Brox, et al., dated May 29, 1981 and recorded in Hillsborough County Registry of Deeds, Book 2883, Page 338.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE LEASED PREMISES

MILFORD TAX LOTS: 38-4; 38-5; 38-5-1; 38-9; 38-12; 38-13; and 38-14

Six parcels of land (some parcels consist of more than one part or lot) situated in Milford, Hillsborough County, New Hampshire, which parcels include all or a portion of lots M38 L4, M38 L5, M38 L11, M38 L12, M38 L9, M38 L13, M38 L14, M38 L15, M38 L16, M38 L17, M38 L58, M41 L23, M41 L24, M41 L25, as shown on a plan of land entitled "Boundary Plan Land of X-ORB LTD., BROX/LORDEN LTD. and GEORGE BROX ET AL. Located in Milford, New Hampshire," dated August 31, 1994, prepared by Bedford Design Consultants, and recorded in the Hillsborough County Registry of Deeds as Plan No. 27254 and as modified by a plan entitled "Tax Map 38 Lots 17, 50 & 58 Lot Line Adjustment Plan Prepared for Milford School District Located on Whitten Road, Milford, New Hampshire," dated January 4, 2000, prepared by Bedford Design Consultants, and recorded in said Registry of Deeds as Plan No. 30363.

PARCEL 1:

A certain tract or parcel of land (consisting of three parts) situated in Milford, Hillsborough County, New Hampshire, and being more particularly bounded and described as follows:

A. Beginning at the northwest corner of the premises at land now or formerly of Bernice B. Perry Trust (M7 L20, M7 L19); thence

- 1) South 79° 30' 19" East along said Perry land (M7 L19) a distance of 283.08 feet to a pin; thence
- 2) North 80° 02' 58" East along said Perry land (M7 L18) a distance of 290.88 feet to a stone bound at other land of the grantors (M38 L5); thence
- 3) South 21° 55' 01" East along said M38 L5 a distance of 741.03 feet to a pin situated on the northerly sideline of a road shown as "Service Road A (Class VI Highway)"; thence
- 4) Along said Service Road A North 71° 05' 24" West a distance of 648.81 feet to a stone bound; thence
- 5) Continuing along said Service Road A by a curve having a radius of 1120.92 a distance of 70.22 feet to a stone bound located at the southwest corner of the premises at land now or formerly of Federal Deposit Insurance Corp.; thence
- 6) North 19° 47' 04" West along said FDIC land a distance of 413.02 feet to a stone bound; thence
- 7) North 18° 48' 48" West along said FDIC land a distance of 68.72 feet to the point of beginning.

B. Beginning at a stone bound on the southerly sideline of said Service Road A at the northwest corner of the premises at land now or formerly of Chalet Susse; thence

- 1) Along said Service Road A by a curve having a radius of 1170.92 feet a distance of 28.64 feet to a stone bound; thence
- 2) Along said Service Road A South $71^{\circ} 05' 24''$ East a distance of 634.69 feet to a pin; thence
- 3) Continuing along said Service Road A and a road shown as "Connector Road" South $26^{\circ} 05' 24''$ East a distance of 70.71 feet to a pin; thence
- 4) Continuing along said Connector Road South $18^{\circ} 54' 36''$ West, a distance of 205 feet to a pin on the northerly sideline of NH Route 101 (L.A. ROW); thence
- 5) Along NH Route 101 (L. A. ROW) North $71^{\circ} 05' 24''$ West a distance of 508.8 feet to a pin; thence
- 6) North $190^{\circ} 47' 04''$ West a distance of 327.17 feet to the point of beginning.

C. Beginning at a pin on the north side of NH Route 101 (L.A. ROW) at the southwest corner of other land of the grantors (M38 L5); thence

- 1) North $21^{\circ} 55' 01''$ West along said M38 L5 a distance of 271.29 feet to a stone bound; thence
- 2) Along said Connector Road South $63^{\circ} 34' 36''$ West a distance of .40 feet to a point; thence
- 3) Continuing along said Connector Road South $18^{\circ} 54' 36''$ West a distance of 205 feet to a point on the northerly sideline of NH Route 101 (L.A. ROW); thence
- 4) Along said NH Route 101 (L.A. ROW) South $71^{\circ} 05' 24''$ East a distance of 125 feet to a stone bound; thence
- 5) Continuing along said NH Route 101 (L.A. ROW) South $71^{\circ} 05' 24''$ East a distance of 52.64 feet to the point of beginning.

Meaning and intending to describe and convey M38 L4 (consisting of three parts) as shown on said Plan 27254. Said parcel contains 11.214 acres.

PARCEL 2:

A certain tract or parcel of land (consisting of three parts) situated in Milford, Hillsborough County, New Hampshire, and more particularly bounded and described as follows:

A. Beginning at a pin located on the southerly sideline of NH Route 101 (L.A. ROW) at the northwest corner of the premises at land now or formerly of Granite State Concrete, Inc. (M38 L3), thence

- 1) Along said NH Route (I, A. ROW) a distance of 236.46 feet to a pin on the westerly sideline of said Connector Road; thence
- 2) Along said Connector Road South 18° 54' 36" West a distance of 205 feet to a stone bound; thence
- 3) Continuing along said Connector Road South 63° 54' 36" West a distance of 56.74 feet to a stone bound; thence
- 4) North 19° 47' 04" West a distance of 314.06 feet to the point of beginning.

B. Beginning at a pin located on the southerly sideline of NH Route 101 (L.A. ROW) and the easterly sideline of said Connector Road at the northwest corner of the premises; thence

- 1) Along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 471.40 feet to a stone bound at the northwest corner of other land of the grantors (M38 L11); thence
- 2) South 21° 55' 01" East along said M38 L11 a distance of 337 feet to a pin on the northerly sideline of a road shown as "Service Road 'B' Class VI Highway"; thence
- 3) Along said Service Road B North 71° 05' 24" West a distance of 641.72 feet to a pin; thence
- 4) Continuing along said Service Road B North 26° 05' 24" West a distance of 70.71 feet to a stone bound; thence
- 5) Along said Connector Road North 18° 54' 36" East a distance of 205 feet to the point of beginning.

C. Beginning at a pin located on the southerly sideline of said Service Road B at the northwest corner of the premises and land now or formerly of Granite State Concrete, Inc. (M38 L3); thence

- 1) Along said Service Road B South 71° 05' 24" East a distance of 777.08 feet to a pin at said M38 L11; thence
- 2) South 21° 55' 01" East along said M38 L11 a distance of 830.25 feet to a stone bound at other land of the grantors (M38 L13); thence
- 3) South 86° 57' 17" West along said M38 L13 a distance of 665.6 feet to a stone bound at the southeast corner of M38 L3; thence
- 4) North 19° 47' 03" West along said M38 L13 a distance of 1123.78 feet to the point of beginning.

Meaning and intending to describe and convey M38 L12 (consisting of three parts) as shown on said Plan 27254. Said Parcel 2 contains 17.962 acres.

PARCEL 3:

A certain tract or parcel of land situated in Milford, Hillsborough County, New Hampshire, bounded and described as follows:

Beginning at a stone bound situated at the northwest corner of the premises at land now or formerly of Bernice P. Perry Trust (M7 L18); thence

North $61^{\circ} 36' 51''$ East along said Perry land a distance of 236.54 feet to a pin; thence

North $61^{\circ} 18' 31''$ East a distance of 298.68 feet to a pin at land now or formerly of JK Realty Trust (M38 L6); thence

South $23^{\circ} 37' 05''$ East along said M38 L6 a distance of 467.19 feet to a tree; thence

South $20^{\circ} 39' 42''$ East along said M38 L6 a distance of 1188.10 feet to a pin located on the northerly sideline of NH Route 101 (L.A. ROW); thence

Along said NH Route 101 (L.A. ROW) North $71^{\circ} 05' 24''$ West a distance of 686.50 feet to a pin; thence

North $21^{\circ} 55' 01''$ West a distance of 271.29 feet to a stone bound; thence

Along said Connector Road and Service Road A North $63^{\circ} 54' 36''$ East a distance of 70.31 feet to a stone bound; thence

Continuing along said Service Road A South $71^{\circ} 05' 24''$ East a distance of 38.03 feet to a stone bound; thence

Continuing along said Service Road A North $19^{\circ} 03' 31''$ East a distance of 50 feet to a stone bound; thence

Continuing along said Service Road A North $71^{\circ} 05' 24''$ West a distance of 175.04 feet to a pin; thence

North $21^{\circ} 55' 01''$ West along M38 L4 a distance of 741.03 feet to the point of beginning.

Meaning and intending to describe and convey M38 L5 as shown on said Plan 27254. Said Parcel 3 contains 17.007 acres.

PARCEL 4:

A certain tract or parcel of land (consisting of two parts) situated in Milford, Hillsborough County, New Hampshire, bounded and described as follows:

A. Beginning at a pin located on the southerly sideline of NH Route 101 (L.A. ROW) at the northwest corner of the premises at other land of the grantors (M38 L12); thence

- 1) Along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 610.02 feet to a stone bound; thence
- 2) Continuing along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 61.60 feet to a tree at land now or formerly of Anderson and Evelyn Hanson (M38 L10); thence
- 3) South 20° 26' 38" East along said Hanson land a distance of 5.05 feet to a tree; thence
- 4) South 20° 26' 58" East along said Hanson land a distance of 210.82 feet to a tree; thence
- 5) South 20° 26' 58" East a distance of 113.94 feet to a pin on the northerly sideline of said Service Road B; thence
- 6) Along said Service Road B North 71° 05' 24" West a distance of 660.46 feet to a pin; thence
- 7) North 21° 55' 01" West a distance of 337 feet to the point of beginning.

B. Beginning at a point on the southerly sideline of said Service Road B at the northwest corner of the premises and other land of the grantor (M38 L12); thence

- 1) Along said Service Road B South 71° 05' 24" East a distance of 658.27 feet to a pin at said Hanson land; thence
- 2) South 20° 26' 58" East along said Hanson land a distance of 556.33 feet to a pin; thence
- 3) South 85° 58' 48" West along M38 L13 a distance of 508.47 feet to a stone bound; thence
- 4) North 21° 55' 01" West along said M38 L12 a distance of 830.25 feet to the point of beginning.

Meaning and intending to describe and convey M38 L11 (consisting of two parts) as shown on said Plan 27254. Said Parcel 4 contains 11.76 acres.

PARCEL 5:

A certain tract or parcel of land (consisting of two parts) situate in Milford, Hillsborough County, New Hampshire, bounded and described as follows:

A. Beginning at a pin located on the southerly sideline of NH Route 101 (L.A. ROW) at the northwest corner of the premises at said Hanson land; thence

- 1) Along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 950.36 feet to a N.H. Concrete Bound; thence
- 2) Continuing along said NH Route 101 (L.A. ROW) South 71° 05' 24" East a distance of 425.14 feet to a point at land now or formerly of Donald and Audrey I Hawes (M39 L74); thence
- 3) South 14° 27' 30" East along said Hawes land a distance of 7.26 feet to a point; thence

- 4) South 88° 56' 14" West along said Hawes land a distance of 378.85 feet to a pin; thence
- 5) South 86° 20' 02" West along other land of the grantors (M38 L14) a distance of 311.34 feet to a granite bound; thence
- 6) Along said Service Road B North 71° 05' 24" West a distance of 551.61 feet to a granite bound; thence
- 7) North 16° 57' 13" West along said Hanson land a distance of 314.65 feet to the point of beginning.

B. Beginning at a stone bound located on the southerly sideline of said Service Road B at the northwest corner of the premises; thence

- 1) Along said Service Road B South 71° 05' 24" East a distance of 395.20 feet to a stone bound; thence
- 2) South 86° 20' 02" West along said M38 L14 a distance of 329.09 feet to a stone bound; thence
- 3) North 16° 57' 13" West along said Hanson land a distance of 155.90 feet to the point of beginning.

Meaning and intending to describe and convey M38 L9 (consisting of two parts) as shown on said Plan 27254. Said Parcel 5 contains 6.208 acres.

PARCEL 6:

A certain tract or parcel of land situate in Milford, Hillsborough County, New Hampshire, bounded and described as follows:

Beginning at the northwest corner of the premises at a point at the northeast corner of land of the Milford School District (M38 L50 as shown on said Plan 30363); thence

- 1) North 86° 57' 17" East a distance of 613.39 feet to a granite bound; thence
- 2) North 85° 58' 48" East a distance of 508.47 feet to a pin at the southeast corner of M38 L11 and the southwest corner of said Hanson land (M38 L10); thence
- 3) North 85° 58' 47" East along said Hanson land a distance of 779.76 feet to a stone bound at the southeast corner of said Hanson land; thence
- 4) North 86° 20' 02" East a distance of 329.09 feet to a stone bound; thence
- 5) Continuing by said course across said Service Road B to a stone bound; thence
- 6) Continuing by said course a distance of 311.34 feet to an iron pipe at the northeast corner of M38 L14 and the northwest corner of said Hawes land; thence

- 7) South 06° 30' 40" East a distance of 132.34 feet by said Hawes land to a stone bound; thence
- 8) Continuing by said course across said Service Road B to a pin; thence
- 9) Continuing South 06° 30' 40" East by said Hawes land a distance of 850.79 feet to a pipe; thence
- 10) South 07° 04' 10" East by said Hawes land a distance of 491.65 feet to a stone bound at the southwest corner of said Hawes land and the northwest corner of land now or formerly of Harlan E. Burns, Jr. (M41 L27); thence
- 11) South 06° 27' 02" East a distance of 999.39 feet by said Bums land to a stone bound at the southeast corner of M38 L15 and the southwest corner of said land of Bums; thence
- 12) South 87° 05' 20" West along other land of Burns (M41 L26) a distance of 1081.99 feet to an iron pipe; thence
- 13) South 80° 54' 15" West along said Bums land a distance of 108.36 feet to a pin; thence
- 14) South 01° 55' 58" West along said Bums land, a distance of 1232.23 feet to a pin at the southeast corner of M41 L25 and the northeast corner of land now or formerly of Janice R. Adams (M41 L44); thence
- 15) South 86° 10' 58" West along said Adams land a distance of 490 feet to a pin; thence
- 16) South 13° 08' 57" East along said Adams land a distance of 248.07 feet, more or less, to the center of a brook; thence
- 17) Following the center line of said brook a distance of approximately 164.49 feet to a pin; thence
- 18) North 79° 00' 04" West a distance of 825.11 feet to a stone bound at the southwest corner of M41 L23; thence
- 19) North 00° 43' 37" West a distance of 1268.25 feet to a point; thence
- 20) South 82° 52' 32" West along land now or formerly of Rajin Garg (M41 L21-1) a distance of 379.50 feet to a stone bound; thence
- 21) South 86° 05' 18" West along land now or formerly of Keith A. Frances (M41 L20-11), a future street, David Lorensten (M41 L20-10), Michael G. Milka (M41 L20-9), Elizabeth A. Wolf-Arsenault (M41 L20-8), and Eric P. Schelberg (M41 L20-7), a distance of 849.00 feet to a point at the easterly sideline of Whitten Road; thence
- 22) North 05° 03' 45" West along Whitten Road, a distance of 136.24 feet to a point; thence
- 23) Continuing along said Whitten Road North 07° 20' 22" West a distance of 325.10 feet to a point; thence

24) North 07° 31' 30" West along said Whitten Road a distance of 199.93 feet to a point; thence

25) North 17° 38' 47" West along said Whitten Road a distance of 34.99 feet to a point at the southwest corner of land recently conveyed to the Milford School District (M38 L50); thence

26) South 89° 23' 19" East along said Milford School District land a distance of 230.04 feet to a point; thence

27) South 07° 10' 37" East along said Milford School District land a distance of 33.50 feet to a point; thence

28) North 85° 49' 07" East along said Milford School District land a distance of 300.53 feet to a point; thence

29) South 87° 56' 25" East along said Milford School District land a distance of 467.54 feet to a point; thence

30) Along said Milford School District land by a curve having a radius of 1350 feet a distance of 288.03 feet to a point; thence

31) South 88° 01' 07" East along said Milford School District land a distance of 50 feet to a point; thence

32) Along said Milford School District land by a curve having a radius of 1400 feet a distance of 255.11 feet to a point; thence

33) South 88° 01' 07" East along said Milford School District land a distance of 339.54 feet to a point; thence

34) North 20° 29' 01" East along said Milford School District land a distance of 206.24 feet to a point; thence

35) North 06° 17' 04" West along said Milford School District land a distance of 1670.18 feet to a point; thence

36) North 71° 05' 24" West along said Milford School District land a distance of 226.60 feet to a point; thence

37) North 19° 47' 03" West along said Milford School District land a distance of 182.47 feet to the point of beginning.

Meaning and intending to describe and convey M38 L13, M38 L14, M38 L15, M38 L16, M38 L17, M38 L58, M41 L23, M41 L24, and M41 L25 as shown on said Plan 27254, excepting and reserving the premises previously conveyed to the Milford School District by deed recorded in the Hillsborough County Registry of Deeds at Book 6231, Page 1284, and shown as M38 L50 on said Plan 30363. Also excepting and reserving herefrom any portion of the premises lying within the bounds of Service Road B.

MILFORD TAX LOT: 38-11

A certain parcel of land situated in Milford, Hillsborough County, New Hampshire, described as follows:

Beginning at a cherry tree at a northwest corner of the premises; thence

- 1) Southerly by land now or formerly of E.W. Lincoln, one hundred seventy-nine rods to a stake and stones at land now or formerly of A.W. Phillips; thence
- 2) Easterly by said Phillips land thirty-four rods to a stake and stones at land now or formerly of the Estate of Emri C. Hutchinson; thence
- 3) Northerly by said Hutchinson land one hundred seventy-one rods to a post at land now or formerly of George G. Searles; thence
- 4) Northwesterly by said Searles land to the point of beginning.

Together with a right-of-way across land now or formerly of George G. Searles to the highway leading from Milford to Wilton, sometimes known as Old Wilton Road.

Being the same premises conveyed to us by deed of George Brox, et al., dated May 29, 1981 and recorded in Hillsborough County Registry of Deeds, Book 2883, Page 338.

TOGETHER WITH ingress, egress, and utility easements providing access to and from a public road and the point of utility interconnection.*

* To be revised pursuant to Section 2 of the Agreement.

EXHIBIT B-1

PRELIMINARY PLAN

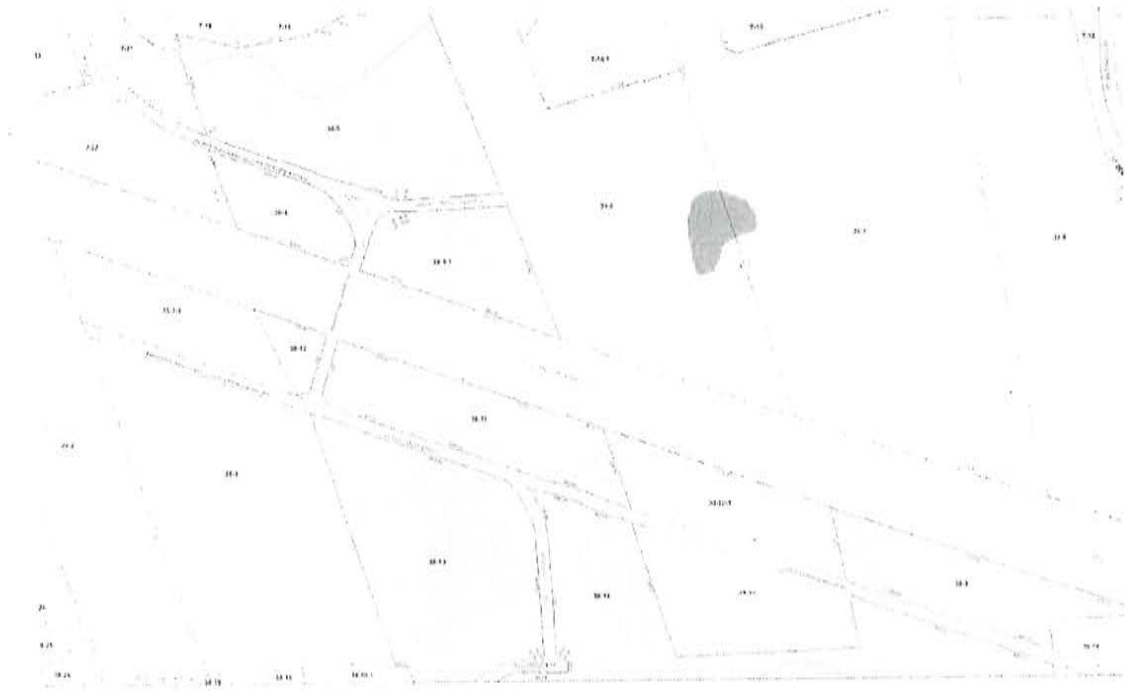


EXHIBIT B-2

TENANT'S SURVEY OF THE LEASED PREMISES

* To be incorporated pursuant to Section 2 of the Agreement.

EXHIBIT C

LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE AGREEMENT

THIS LANDLORD CONSENT TO COLLATERAL ASSIGNMENT OF LEASE AGREEMENT (this "Consent") is granted and made by _____ ("Landlord") in connection with that certain Land Lease Option Agreement dated _____, 20__ (the "Lease") by and between Landlord and _____ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with _____ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Farm".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Tenant hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
 - a. Landlord is the fee owner of the Leased Premises described in the Lease, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Landlord's use of the Leased Premises shall be subordinate.
 - b. To the best of the Landlord's knowledge and belief, Tenant owns the Solar Farm including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Leased Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said Solar Farm, Site Improvements, Infrastructure, fixtures and personal property.
 - c. Except those interests appearing in the records of the county recorder(s) where the Solar Farm is situated, Landlord has not granted any interests in the Leased Premises to

any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.

5. Landlord also acknowledges and consents:

a. To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.

b. To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral, at its own cost, expense and risk.

c. To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.

d. To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.

6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent also to:

Attn: _____

Telecopier Number: _____

Telephone Number: _____

with a copy in each case to:

[Lender Information]

Signatures on Next Page

IN WITNESS WHEREOF, Landlord subscribes this Landlord Acknowledgement of Collateral Assignment as of this _____ day of _____, 20__.

LANDLORD:

By: _____

Title: _____

STATE OF _____

COUNTY _____ to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this _____ day of _____, 20__, by _____, who is _____ of _____, a _____, for and on behalf of the _____.

Notary Public for
My Commission Expires

EXHIBIT D

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT
L070118**

<See attached>

EXHIBIT E

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DECLARATIONS**

<See attached>



State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 487, Concord, NH 03302-0487
Telephone (603) 230-5000
www.revenue.nh.gov



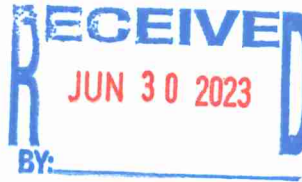
MUNICIPAL AND PROPERTY
DIVISION
Samuel T. Greene
Director
Adam A. Denoncour
Assistant Director

4. a) 1) Approval to not use the PA-28 Taxpayer Inventory Form

June 27, 2023

Lindsey M. Stepp
Commissioner
Ora M. LeMere
Assistant Commissioner

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



Re: PA-28 Inventory of Taxable Property Form for 2024

Dear Assessing Official,

This is our annual request to municipalities to determine whether the municipality will be utilizing the Form PA-28, Taxpayer Inventory Blank in accordance with RSA 74:4 for 2024. If Yes, please check the "WILL" Box below and indicate the number of forms needed. If your municipality has elected Not to use the Inventory form, in accordance with RSA 74:4-a, please check the "WILL NOT" Box below.

Please return this entire form with the section below completed and **signed** no later than **August 25, 2024** to the Department of Revenue Administration, PO Box 487, Concord, NH 03302-0487 or e-mail to equalization@dra.nh.gov.

If you are electing to use the form, it is our suggestion that you indicate your municipalities telephone number on your return-mailing label, should the taxpayers need to contact your municipality.

Please feel free to contact Cindy Paige at (603) 230-5971 if you're quire additional information.

Sincerely,
Linda C. Kennedy, Supervisor VII
Municipal & Property Division

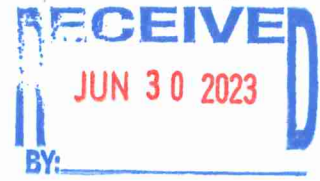
<input checked="" type="checkbox"/> WILL NOT be using the PA-28 Form in 2024 Or <input type="checkbox"/> WILL be using the PA-28 Form in 2024 Number of PA-28 Forms Requested by the Municipality for 2024 # _____ (Our print order is based upon what is needed, so please be sure to order an adequate amount.)

_____	_____	_____
Print Name of Contact Person	Date	Contact Telephone #
_____	_____	_____
Signature of Assessing Official	Date	
_____	_____	_____
Signature of Assessing Official	Date	
_____	_____	_____
Signature of Assessing Official	Date	

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
APPLICATION FOR REIMBURSEMENT TO TOWNS AND CITIES
IN WHICH FEDERAL AND STATE FOREST LAND IS SITUATED
2023



4. a) 2) Approval to Accept the Application
for Reimbursement to Towns and Cities



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

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

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

Name of State or Federal Forest	Number of Acres (per DRED)	Value Per Acre	Total Assessed Valuation	FOR DEPT OF REVENUE USE ONLY
Federal Hill Fire Tower <i>Total</i>	3.60		158,900	
<i>(53/24)</i>			74,400	
<i>(53/22)</i>			84,500	

If your municipality is having a revaluation or statistical update for April 1, 2023, please indicate this so that we will use the proper ratio when we compute the forestland reimbursement. *Eligible State and Federal forestlands are those owned by NH DRED at the acreage noted above and the White Mountain National Forest.

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

(Please check appropriate box, if applicable)

Signature of Selectmen/Assessors (Sign in Ink)

Date Signed: _____

THE APPLICATION FOR REIMBURSEMENT MUST BE RETURNED TO EQUALIZATION BUREAU, MUNICIPAL & PROPERTY DIVISION, DEPARTMENT OF REVENUE ADMINISTRATION, PO BOX 487, CONCORD NH 03302-0487 OR E-MAIL TO EQUALIZATION@DRA.NH.GOV BY SEPTEMBER 15, 2023 OR REIMBURSEMENT CANNOT BE MADE.

CURRENT OWNER			TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2020 MILFORD, NH VISION	
NH STATE OF DNCR-DEPT OF NATURAL & CULTUR 172 PEMBROKE RD CONCORD NH 03301			9 Landscaped	8 None	8 Class 6	4 None	Description	Code	Appraised	Assessed		EXM LAND 9010 73,700 EXEMPT 9010 10,800
				8 None						73,700 10,800		
			SUPPLEMENTAL DATA									
			Alt Prcl ID 053-022-000-000 Cyclical Re 2014 Stwrdship VILLAGE Timber Cut TIF DIST GIS ID			6 Adtnl Info EXEMPTI 1941 PLO 1253 Res/Com Assoc Pid#			Total 84,500		84,500	

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)								
NH STATE OF		1161 0180	08-22-1947	U	V	0		Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
								2022	9010	73,700	2021	9010	73,700	2021	9010	59,300
									9010	10,800		9010	10,800		9010	8,100
								Total		84,500	Total		84,500	Total		67,400

EXEMPTIONS				OTHER ASSESSMENTS				APPRAISED VALUE SUMMARY				
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int	This signature acknowledges a visit by a Data Collector or Assessor			
									APPRAISED VALUE SUMMARY			
Total			0.00					Appraised Bldg. Value (Card) 0				
Total			0.00					Appraised Xf (B) Value (Bldg) 0				

ASSESSING NEIGHBORHOOD			
Nbhd	Nbhd Name	B	Tracing
100			

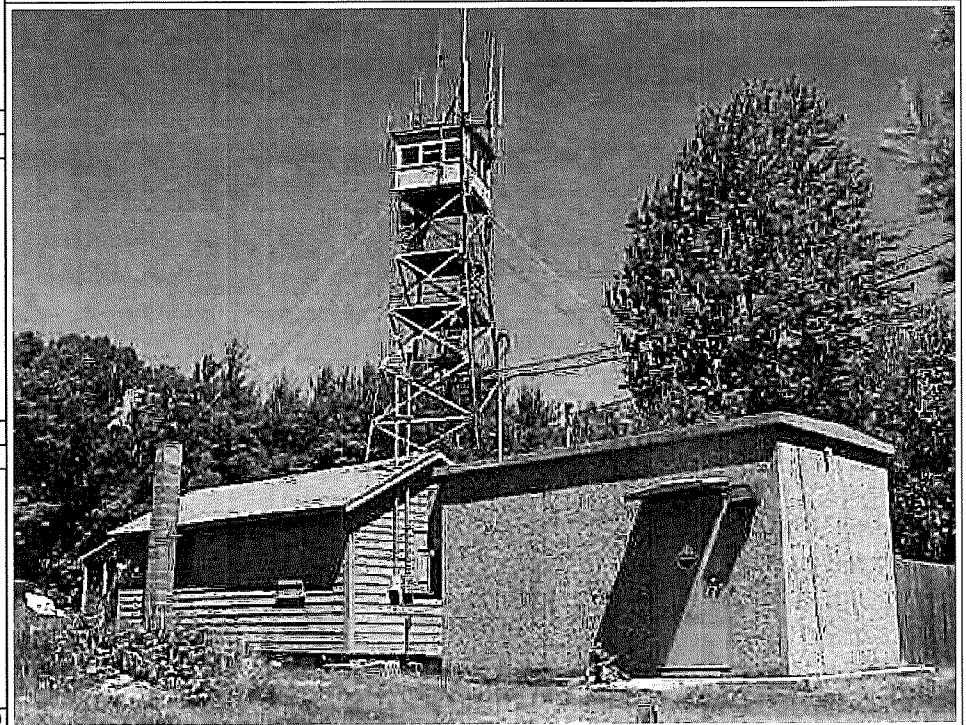
NOTES									
6/11 CHG ADDRESS FR LOOK OUT TOWER RD TO 347 PONEMAH PER BLD DEPT ST CELL TOWER AND COMMUNICATION SHED VALUED ON 53/22-A 12/13-ADD CABIN AND 2 SHDS,ESTMT AGE -MN									

BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY					
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result
										07-12-2021	KL			25	KRT-Field Review
										10-03-2013	MN	CI	3	04	Measur/Vac/Boarded up
										02-15-2000	SW			62	Unimproved

LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Is Rec	Location Adjustment	Adj Unit P	Land Value
1	9010	STATE	R		1.000	AC 75,000.00	1.00000	5	0.95	R05	1.000	ACCESS	0		1.0000	71,300
1	9010	STATE	R		0.700	AC 6,800.00	1.00000	0	0.50	R05	1.000	ACCESS	0		1.0000	2,400
Total Card Land Units					1.70	AC	Parcel Total Land Area					1.70	Total Land Value			73,700

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	94	Accessory Bldg			
Model	00	Vacant			
Grade:					
Stories:					
Occupancy					
Exterior Wall 1					
Exterior Wall 2					
Roof Structure:					
Roof Cover					
Interior Wall 1					
Interior Wall 2					
Interior Flr 1					
Interior Flr 2					
Heat Fuel					
Heat Type:					
AC Type:					
Total Bedrooms					
Total Bthrms:					
Total Half Baths					
Total Xtra Fixtrs					
Total Rooms:					
Bath Style:					
Kitchen Style:					
Mobile Park					
Color					
data input					
CONDO DATA					
Parcel Id		C	Owne		
			B	S	
Adjust Type	Code	Description	Factor%		
Condo Flr					
Condo Unit					
COST / MARKET VALUATION					
Building Value New					
Year Built 0					
Effective Year Built					
Depreciation Code A					
Remodel Rating					
Year Remodeled					
Depreciation % 0					
Functional Obsol					
Economic Obsol					
Trend Factor 1					
Condition					
Condition %					
Percent Good					
RCNLD					
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

No Sketch



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Description	Sub	L/B	Units	Unit Pric	Yr Blt	Co	% Go	Grad	Grad	Appr. Value
CAB	CABIN	MINIMAL	L	440	59.00	1960		25		0.00	6,500
SHP	WORK S	AVERAGE	L	220	29.00	1980		50		0.00	3,200
SHD	SHED	W/LIGHTS ETC	L	120	19.00	1980		50		0.00	1,100

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
Ttl Gross Liv / Lease Area		0	0	0		0

CURRENT OWNER			TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2020 MILFORD, NH VISION
NH STATE OF DNCR-DEPT OF NATURAL & CULTUR 172 PEMBROKE RD CONCORD NH 03301			4 Rolling	2 Public Water	1 Paved	1 Light	Description EXM LAND	Code 9010	Appraised 74,400	Assessed 74,400	
			9 Landscaped	3 Public Sewer							
SUPPLEMENTAL DATA											
			Alt Prcl ID 053-024-000-000 Cyclical Re Stwrdship VILLAGE Timber Cut TIF DIST GIS ID		6 Adtnl Info EXEMPTI 1941 PLO 1295 Res/Com Assoc Pid#		Total 74,400 74,400				

RECORD OF OWNERSHIP						BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)										
NH STATE OF						1857	0453	11-22-1965	U	V	0		Year	Code	Assessed	Year	Code	Assessed	V	Year	Code	Assessed
												2022	9010	74,400	2021	9010	74,400		2021	9010	59,900	
												Total	74,400	Total	74,400	Total	74,400	Total	59,900			

EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor												
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int												
Total			0.00									APPRAISED VALUE SUMMARY								
ASSESSING NEIGHBORHOOD												Appraised Bldg. Value (Card)				0				
Nbhd	Nbhd Name		B	Tracing		Batch		Appraised Xf (B) Value (Bldg)				0								
100								Appraised Ob (B) Value (Bldg)				0								
NOTES												Appraised Land Value (Bldg)				74,400				
												Special Land Value				0				
												Total Appraised Parcel Value				74,400				
												Valuation Method				C				
												Total Appraised Parcel Value				74,400				

BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY					
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result
										06-24-2021	KL			25	KRT-Field Review
										02-15-2000	SW			62	Unimproved

LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Is Rec	Location Adjustment	Adj Unit P	Land Value
1	9010	STATE	R		1.000	AC 75,000.00	1.00000	5	0.95	R05	1.000	ROW	0		1.0000	71,300
1	9010	STATE	R		0.900	AC 6,800.00	1.00000	0	0.50	R05	1.000	ROW	0		1.0000	3,100
Total Card Land Units					1.90	AC	Parcel Total Land Area					1.90	Total Land Value			74,400

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd	Description	Element	Cd	Description						
Style:	99	Vacant									
Model	00	Vacant									
Grade:											
Stories:											
Occupancy											
Exterior Wall 1											
Exterior Wall 2											
Roof Structure:											
Roof Cover											
Interior Wall 1											
Interior Wall 2											
Interior Flr 1											
Interior Flr 2											
Heat Fuel											
Heat Type:											
AC Type:											
Total Bedrooms											
Total Bthrms:											
Total Half Baths											
Total Xtra Fixtrs											
Total Rooms:											
Bath Style:											
Kitchen Style:											
Mobile Park											
Color											
data input											
			CONDO DATA								
Parcel Id		C	Owne								
			B	S							
Adjust Type	Code	Description	Factor%								
Condo Flr											
Condo Unit											
			COST / MARKET VALUATION								
Building Value New											
Year Built			0								
Effective Year Built											
Depreciation Code			A								
Remodel Rating											
Year Remodeled											
Depreciation %			0								
Functional Obsol											
Economic Obsol											
Trend Factor			1								
Condition											
Condition %											
Percent Good											
RCNLD											
Dep % Ovr											
Dep Ovr Comment											
Misc Imp Ovr											
Misc Imp Ovr Comment											
Cost to Cure Ovr											
Cost to Cure Ovr Comment											
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)											
Code	Descriptio	Sub	L/B	Units	Unit Pric	Yr Blt	Co	% Go	Grad	Grad	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value					
Ttl Gross Liv / Lease Area		0	0	0		0					

No Sketch

4. a) 3) Acceptance and Appropriation of Unanticipated Revenues under \$10,000

Board of Selectmen
Agenda Date: 7/31/2023

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

Source	Amount	Purpose
ACERT Grant - 2023	\$5,000.00	Funding for overtime for the Milford Police officers to attend meetings and meetings with family members as part of Milford Thrives and ACERT. Per the agreement, the projected dates are from June 30, 2023 through Sept. 30, 2024.

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

None at this time.

Exhibit II - Education & Outreach Plan

The following describes the Town’s Education & Outreach plan to fully inform and educate potential participants about their opportunities, options and rights for participation in the Program. **Note that changes to participants’ service, and in particular participants’ exit from the program, will be subject to reasonable notice to the distribution utility and may only occur after the next meter read, consistent with Puc 2204.05(g).**

The costs and implementation of the Education/Outreach Plan will be handled by the Community Power Consultant, under the direction of the Board of Selectmen or their designee.

1. Program Launch

The Town has prepared a preliminary marketing plan and timeline that identifies the steps the Town may take to implement the broad-based public education efforts and send out the opt-out notification (“Customer Notification Documents”). The schedule is designed to work towards the estimated date when the Customer Notification Documents are scheduled to arrive in retail electric Customer's mailboxes.

Action	From estimated date Customer Notification Documents arrive in customer mailboxes	
	Days before	Days after
A. Create or Update Webpage and shopping comparison websites	15	-
B. Work with local media resources	15	30
C. Active social media outreach	15	30
D. Initial person presentations	15	30
E. Distribute marketing materials	15	30
F. Customer help line	15	Ongoing
G. Mail postcard to all retail electric customers	5	-
H. Customer Notification Letters arrive	0	0

1.A. Create or Update Webpage and shopping comparison websites

Timeframe: Shortly after signing the ESA (~15 days before the estimated date that the Customer Notification Documents arrive).

The Program will maintain an informational webpage with features that include Program details, an online savings calculator and enrollment, opt-up and opt-out forms for the convenience of participants.

The Program page will be maintained on the Town’s website. After executing an ESA, the Program will update the Program page with a description of the Program and its products, the implications to the Town, and the rights and responsibilities that the participants will have under the Program.

The shopping comparison website is maintained by the Department of Energy to enable consumers to shop for electricity supply products. The Program will post its product information for residential and small commercial customers on the shopping comparison website. Such information will be posted on the website in advance of mailing the Customer Notification Letters.

1.B. Press Release and Work with Local Media Resources

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrive.

The Town will develop press releases to provide to local media resources, including newspapers and public access TV

- Area Newspapers: The Town will work with the Milford Cabinet and the Monadnock Ledger-Transcript to disseminate accurate and timely information about the Program. As part of this targeted outreach to these papers, the Town may seek a meeting with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other newspaper outlets may include other local publications.
- Local Public Access Television: The Town Board of Selectmen meetings are broadcast. Town may choose to record presentations about the program and PSAs for upcoming meetings.
- Municipal Staff Interviews: Develop Q&A Scripts and prepare municipal staff or volunteers for interviews.

1.C. Active Social Media Outreach

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrives.

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program webpage . In concert with the communication leads of the Town, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by Town staff. These accounts may include:
<https://www.facebook.com/groups/Milford.03055/>.

Monitor various channels such as Facebook and Instagram for relevant conversations and questions about the Program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community.

1.D. Public Presentation

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrive. This will include, as required in RSA 53:E-7, a public information meeting within 15 days of the mailing of the Customer Notification Documents.

- *Local Groups*: Connect with local groups and associations to see if representatives of the Town can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with customers with limited-English capabilities or disabilities that may prevent them from accessing Program information.

Reaching the business community will be important. Presenting to the Chamber of Commerce can start this dialogue and lead to additional outreach to and connection with businesses.

- *Board of Selectmen Meetings*: Present or provide materials for the Board of Selectmen meetings and any constituent meeting they may have.

1.E. Distribute marketing materials

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrive.

Many groups may have a natural interest in promoting awareness about the Program and can be provided with electronic and hard-copy materials with reference information for the Program.

Distribute in key locations, such as Municipal Offices and Public Library.

1.F. Customer Help Line

Timeframe: At least 15 days before the estimated date that the Customer Notification Documents arrives and ongoing thereafter.

Establish customer helplines with the Competitive Supplier and Community Power Consultant to answer customer inquiries.

1.G. Mail Postcard to all Eligible Customers

Timeframe: 5 days before the estimated date that the Customer Notification Documents arrives.

A postcard with municipal branding establishes that there is a community-sponsored Program and increases the likelihood that recipient engages with the more detailed Customer Notification Documents.

1.H. Customer Notification Letters arrive

The Customer Notification Letters will be sent via standard mail to the billing address of each retail electric customer per **Section VI.b.ii** of the Plan. The Program will have two versions of this letter, one for Eligible Customers and one for other customers. The Competitive Supplier shall bear all expenses regarding the Customer Notification Letters.

1.H.i. Customer Notification Letter for Eligible Customers

Per **Section III.b** of the Plan, all retail electric customers receiving Default Service supply will be eligible for automatic enrollment in the Program (“Eligible Customers”). The notification envelope will be designed to appear as an official Town communication and it will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.

The letter will inform Eligible Customers:

- a) about the Program, implications to the Town, and provide information regarding participation and participants’ responsibilities and rights;
- b) that they have the right to opt-out of the Program without penalty, **subject to reasonable notice to the distribution utility and may only occur after the next meter read;**
- c) of all charges, prominently stated, with a comparison of price and primary terms of the Competitive Supplier and the current Default Service offering;
- d) that any savings under the Program compared to Default Service cannot be guaranteed because the Default Service rate is subject to changes
- e) about the opt-out process; and
- f) in languages other than English for appropriate customer groups (i.e. toll-free telephone number).

The letter will also contain an opt-out reply card with a simple check off and signature line for Eligible Customers who do not wish to participate. The envelope will be pre-stamped for return of the opt-out reply card in order to protect customer privacy.

Eligible customers will have 33 days from the date of the mailing to mail back the opt-out card in a pre-addressed postage-paid envelope and the customer notification shall identify the specific date by which the envelopes containing the opt-out card must be postmarked. Automatic enrollment of customers will not start until three days after the date specified for the postmark of the return envelopes to allow for receipt of the opt-out cards prior to the start of automatic enrollments. New Eligible Customers will be enrolled in the Program in accordance with applicable Local Distributor Company rules. Upon initiation of service, these new Eligible Customers will receive the same customer information as all other Eligible Customers.

1.H.ii. Customer Notification Letter for Other Customers

The Customer Notification Letter for other customers will, at a minimum, contain a description of the aggregation Program, the implications to the Town, and instructions for how to enroll in any of the Program products if desired.

2. Ongoing Outreach and Education

The Town intends to continue outreach and education for customers after enrollment in the Program. The costs and implementation will be handled by the Community Power Consultant, under the direction of the Town. These efforts will include:

- **Program impact:** Key metrics relating to cost performance, renewable energy purchases and program enrollment. Particularly as the program accomplishments relate to progress towards the Town’s ambitious short- and long- term goals for renewable energy and greenhouse gas emission reduction. This will also include the

- Energy Source Disclosure labels for the electricity supply;
- **Opt up campaigns:** On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law (“Opt up campaigns”). Increasing participation in these products will serve the Town’s goals to expand new renewable energy and reduce greenhouse gas emissions;
 - **Customer awareness:** Rights, responsibilities and procedures for Program participants; contact information for customer inquiries, responses to frequently asked questions, and details regarding the Program’s electric supply and renewable attributes.
 - **Public input:** The Town will solicit input and feedback from the community regarding the program periodically and when considering changes to the program.
 - **Program changes and evolution:** Any changes in offerings and prices, which will be posted on the Community Power page on the Town website.

The program will utilize similar mediums for on-going education and outreach as for the initial launch education and outreach, including but not limited to: social media, traditional media, in-person meetings and presentations, outreach to local groups, video, and mail.

Translation of all materials will be provided as necessary to reach communities with limited English proficiency.

3. Approach to Overall Education & Outreach

3.1 Outreach to Persons with Limited English Proficiency or Disabilities

The Program will be consistent with Town policies to provide access to Program materials for all Eligible Customers. Materials will be provided in English, and translation of materials will be provided as such needs are identified. Outreach efforts will be communicated in print and audio formats to provide access to both the hearing and visually impaired. The Program will also work with local organizations on accessibility issues as needed, see **Section 1.D**, above.

4. b) 2) Grant Agreement Amendment POP Extension

Pre-Disaster Mitigation (PDM) Program – CFDA #97.047

Grant Agreement Amendment

Extension of Performance Period

Town of Milford (Subrecipient)

It is hereby agreed that the grant agreement (PO#1071708) approved by the Governor and Executive Council on December 18, 2019 and the amendment on June 29, 2022, between the Town of Milford as “Subrecipient” and the Department of Safety, Division of Homeland Security & Emergency Management as “State” to update the community’s Local Hazard Mitigation Plan is amended as follows:

- 1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from April 1, 2022 to April 1, 2024.

- 2. EXHIBIT A, Scope of Services;

Delete item three (3) in its entirety and replace with:

“The Subrecipient” agrees that the period of performance ends on April 1, 2024 and by that date the aforementioned hazard mitigation plan must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to “the State” by May 1, 2024, thirty (30) days after the period of performance ends.

- 4. All other provisions of the grant agreement, approved by the Governor and Executive Council on December 18, 2019 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

Town of Milford (Subrecipient)

By (signature): _____

By (signature): _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

By (signature): _____

By (signature): _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Subrecipient Initials _____

Date _____

Approval by State of New Hampshire, acting through its Department of Safety:

By (signature): _____
Director of Administration

Approved by the Attorney General this _____ day of _____, 2023.

Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

Subrecipient Initials _____

Date _____

5. 1) Pavement Contract Sole Sourcing Contract



TOWN OF MILFORD DEPARTMENT OF PUBLIC WORKS

Buildings ◦ Cemeteries ◦ Engineering ◦ Highway ◦ Parks
Recycling Center ◦ Transfer Station

To: Board of Selectmen
From: Leo Lessard Public Works Director
Date: July 26, 2023
Re: 2023 Town Wide Paving Contract - Brox Industries
Request to Sole Source Contract

Brox Industries has submitted an offer to extend Town's paving contract for the current year. The request by the Department is to seek approval from the Board of Selectmen pursuant to Section VIII: Additional Provision of the Town's Policy on Purchasing & Procurement to accept the sole source proposal.

The proposal includes two components: (1) Roadway reclamation, fine grading, and binder and (2) roadway milling and final paving. Brox Industries has offered a price of \$15.50 (reduced from \$15.75) to reclaim (break up/recycle the asphalt), fine roadway grading, and then repave with hot bituminous asphalt. The company has also agreed to hold last year's (2022) price for costs for milling and paving of Milford's roadways at a 1.5" depth at \$14.25 per square yard respectively.

After completing our due diligence weighing current market conditions (materials, fuel, labor, and trucking) and knowledge of the industry, I strongly recommend we accept the company's offer stated above due to the realized costs savings and opportunity to maintain additional linear feet of Town roadways. If the Town was required to go to bid for remainder of the year, it would result in higher prices and escalated costs. The only potential escalation will be the price of liquid asphalt which follows the time of install. This is not a fixed number and will fluctuate throughout the year and is typically done on all town, state, and private industry bids.

In closing, Brox Industries has been a long time, loyal, and valued contractor for the Town of Milford. They have always completed the work on time and provide quality services in a professional manner. It is my recommendation therefore that the Board of Selectmen accept the recommendation of the Department to waive the single source solicitation and accept this offer to extend the Town Wide Paving contact for the remainder of 2023.

Thank you

Leo Lessard
Public Works Director

289 South Street Milford, NH 03055
(603) 673-1662 Fax: (603) 673-2206
TDD Access: Relay NH 1-800-735-2964

Town of Milford -

I'm writing you to see if you could put a sign coming up Mason Road (on both ways) before our driveway. We live on 417 Mason Rd and people speed on Rd -

traffic has increased very much and more traffic both ways.

We have almost been hit several times coming out of our driveway - as they fly around that corner and coming down Road very fast.

And no consideration to a Blind Driveway.

We'd appreciate it very much as in winter sometimes hard to stop on hill with snow.

People fly by both ways -

very dangerous area.

Thank you

Susan Browning

417 Mason Rd

Milford, NH 03055

6. 2) Review of MODIFIED DRAFT Budget Transfer Policy

Budget Expenditure and Transfer Policy (Draft 1)

This policy supersedes any and all Budget Expenditure and Transfer Policies previously enacted.

Department Heads will manage their budgets in such a way that they follow the adopted budget endorsed by the Board of Selectmen and funded by the Town for the current fiscal year.

Department Heads shall be prepared to discuss at the annual presentation of the ensuing year's budget all line-item accounts that are over-expended or under-expended.

Budget Transfers Within Departments:

- Department Heads are allowed reasonable over/under expenditures of their line-item accounts in a fiscal year, provided the total amounts at the department levels are not over-expended.
- Budget transfers in/out of wages are not allowed.
- Any transfer in the aggregate of \$5,000 or more in a fiscal year in or out of an individual line-item account must have adequate documentation, including supporting reasons, and shall require the approval of the Finance Director and the Town Administrator.
- Over-expenditure of a department budget in the aggregate of less than \$10,000 in a fiscal year must be approved by the Department Head, Finance Director, and the Town Administrator.
- Over-expenditure of a department budget exceeding the aggregate of \$10,000 or more in a fiscal year must be approved by the Department Head, Finance Director, Town Administrator, and the Board of Selectmen.

Budget Transfers Between Departments:

- All budget transfers must have adequate documentation, including supporting reasons.
- Budget transfers between departments shall be subject to the following conditions:
 - Budget transfers in/out of wages are not allowed.
 - Budget transfers between departments of less than \$10,000 in the aggregate in a fiscal year are allowed only with the approval of the affected Department Heads, Finance Director, and the Town Administrator.
 - Budget transfers between departments exceeding the aggregate of \$10,000 or more in a fiscal year must be approved by the affected Department Heads, Finance Director, Town Administrator, and the Board of Selectmen.

Exceptions to this policy are allowed only with concurrence of the Department Heads, Finance Director, Town Administrator, and the Board of Selectmen.

Town of Milford
Town Hall
1 Union Square
Milford NH 03033

Budget Expenditure and Transfer Policy

This policy supersedes and eliminates Policy Nos. 2000-1 and 2000-2.

Department Heads will manage their budgets in such a way that they follow the adopted budget endorsed by the Board of Selectmen and funded by the Town for the current fiscal year.

Department Heads are allowed reasonable over/under expenditures of their line item accounts provided the total amounts at the department levels are not over expended.

Over expenditures at the department level must be approved by the Department Head, Finance Director and Town Administrator. Over expenditures exceeding \$10,000 at the department level must also be approved by the Board of Selectmen.

Budget Transfers:

Budget transfers in/out of wages are not allowed.

Budget transfers, if deemed necessary, between line items in the same department level are allowed only with the approval of the Department Head, Finance Director and Town Administrator.

Budget transfers, with adequate reasoning, between departments are allowed only with at the approval of the affected Department Head(s), Finance Director and Town Administrator.

All budget transfers over \$10,000 between departments must also be approved by the Board of Selectmen.

Exceptions to this policy are allowed only with concurrence of the Department Head(s), Finance Director, Town Administrator and Board of Selectmen.

9. Approval of Final Minutes - July 10, 2023

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

July 10, 2023

PRESENT: Gary Daniels, Chairman Lincoln Daley, Town Administrator
Chris Labonte, Vice Chairman Tina Philbrick, Executive Assistant
Paul Dargie, Member Mitchell Hemmer, Videographer
Tim Finan, Member
Dave Freel, Member

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

Chairman Daniels called the meeting to order at 5:30 p.m., introduced Board members, and then led the audience in the Pledge of Allegiance.

2. APPOINTMENTS – (Approximate times)

5:30 p.m. – Appointment of Mark Genovesi to the Milford Ethics Committee – Terms Expire 2026.

Mr. Genovesi has served on multiple other committees throughout the town. He understands the importance of keeping public trust.

Selectman Labonte made a motion to approve Mark Genovesi to the Milford Ethics Committee – Term Expire 2026. Seconded by Selectman Dargie. All were in favor. The motion passed 4/0.

5:40 p.m. – Appointment of Chris Masucci and Tracy Gomes to the Milford Ethics Committee – Terms Expire 2025

Mr. Masucci said he is aware of confidentiality restrictions. Ms. Gomes wants to be involved in the town and this is a start.

Selectman Labonte made a motion to approve Chris Masucci and Tracy Gomes to the Milford Ethics Committee – Terms Expire 2025. Seconded by Selectman Finan. All were in favor. The motion passed 5/0.

5:50 p.m. - Public Hearing for the Acceptance for Expenditure of Unanticipated Funds over \$10K NH (RSA (31:95b)) –

- \$20,141.50 Highway Safety Grant for the Milford Police Department
- \$40,000 from NHDES Drinking Water and Ground Water Trust Funds for Water Utilities

Chairman Daniels opened the public hearing.

Chairman Daniels closed the public hearing.

Selectman Labonte asked if the Highway Grant could violate the speed signs previously talked about. Chief Viola said yes. Selectman Freel asked if we do checkpoints for DUI. Captain Pelletier said no. The grant money covers the officer's overtime from October to the end of September times during the year. Captain Pelletier also explained the match form process.

Chairman Daniels asked why the Water Utilities grant needs to be approved by the Selectmen and not the Commissioners. Water Utilities Director Pouliot said only the Board of Selectmen can accept the grant, it requires town authorization.

Selectman Finan said the minimum grant is \$50,000, how come they are only getting \$40,000? Director Pouliot said they received a \$100,000 grant last year for asset management and any town that received that \$100,000 was bumped down to \$40,000 for this grant.

Selectman Dargie made a motion to approve the \$20,141.50 Highway Safety Grant for the Milford Police Department and the \$40,000 from NHDES Drinking Water and Ground Water Trust Funds Grant for Water Utilities. Seconded by Selectman Finan. All were in favor. The motion passed 5/0.

6:00 p.m. - Information Technology Departmental Update – IT Director, Bruce Dickerson

58 The IT Department is responsible for the Applications; Computers; Phones; Data Storage and Networking of all
59 Milford Town facilities. This includes the Town Hall; Police Dept; Fire Dept; Ambulance Dept; Public Works;
60 Water Utilities; Wadleigh Library; Transfer Station; Keyes Field & the Welfare Office at the Share building. We
61 manage our own Exchange eMail server and do our best to protect our data and networks with extensive backup
62 systems and a heavy-duty firewall/security system.

63
64 There were multiple major department accomplishments/ Upgrades completed last year. As of 7/3/2023, we've
65 spent 48.9% of our 2023 allotment. We've focused on our network infrastructure this year and have spent nearly
66 80% of that line item.

67
68 Director Dickerson said he will be retiring next year and the current plan is for Randy Ippolito to replace him and
69 we will look to hire an IT Assistant to replace Mr. Ippolito. Director Dickerson is willing to continue in a part-
70 time capacity to help with projects/training/etc as needed.

71
72 **Major Goals for the Upcoming Year**

- 73 • Fiber to Keyes Pool House (ARPA funded)
74 Public Works has finished running conduit trenches. We're waiting on Howard Communications to run the fiber.
75 • Develop a Cloud accessible file share for town use including building SDS sheets
76 Creating a budget-friendly file-sharing platform for interdepartmental sharing as well as a way to share files larger
77 than email allows. Currently in the development/testing phase with a Synology NAS.
78 • Security System at Keyes (ARPA funded)
79 Place security cameras at strategic locations throughout Keyes field to curb vandalism
80 • Disaster Recovery System at the PD
81 Our VMWare cluster has 16 virtual servers that run on 3 physical host servers with the data stored on our SAN
82 (2022) at Town Hall. We can currently lose 2 of the 3 host servers without any downtime. One host server will
83 be moved to the PD and our current SAN will synchronize with our older SAN (2017).
84 • Department Application Upgrades/Migrations
85 ✓ Munis (Financial App used by all departments): Major version upgrade (August)
86 ✓ PermitEyes: New CommDev online permitting system to replace ineffective Muni's ver (OCT).
87 ✓ Muni-Link: New Water Utility Billing system to replace Munis water billing system.
88 ✓ Update the NEC phone system to the latest version
89 • CyberSecurity
90 Continue utilizing the ARPA and State Water/Sewer grants to upgrade and add to our cybersecurity protections.

91
92 There was additional discussion about running fiber around Keyes Field and the 127 Elm Street area.

93
94 Director Dickerson asked the Board to approve a withdrawal from the IT capital reserve account for Fiber Link
95 replacement and repair for a line that was damaged which affected the Fire Department and Library. The cost is
96 \$9,277. There was an insurance claim that was put in and Primex will cover all but \$1,000 of this request but we
97 have to put the money in upfront because he doesn't know when we will receive the insurance money and he
98 needs to order the materials because it will take some time to come in. There was additional discussion about if
99 we could use the capital reserve account for the deductible. Selectman Labonte said he has no problem reestab-
100 lishing the connection but he would feel better knowing that we are getting the insurance money.

101
102 **Selectman Dargie made a motion to approve a withdrawal from the IT capital reserve account for \$9,277**
103 **to order materials for Fiber Link replacement and repair. Seconded by Selectman Freel. All were in favor.**
104 **The motion passed 5/0.**

105
106 Selectman Finan asked about the departments moving from MUNIS to other software systems. Director Dickerson
107 said if it makes their jobs run smoothly, it's a good thing. Administrator Daley said it will be a little more
108 work getting things set up but it will provide better streamlining going forward. Selectman Labonte asked if there

109 were other options. Director Dickerson said yes, but it's expensive to switch our financial package. Administrator
110 Daley agreed. Director Dickerson said as departments move off MUNIS the cost goes down. Chairman Daniels
111 asked if MUNIS had a system that can be used at the Transfer Station. Director Dickerson said he will look into
112 it.

113
114 Chairman Daniels mentioned e-mail issues and asked if someone is checking links. Director Dickerson said he
115 will look into it as well as a couple of other suggestions from Selectman Labonte.
116

117 **6:20 p.m. - Ambulance Bid Review and Approval – Ambulance Director, Eric Schelberg**

118 Director Schelberg is requesting permission from the Board to purchase one PL Custom ambulance supplied by
119 Sugarloaf Ambulance/Rescue Vehicles for \$357,831.
120

121 Five bids were solicited and 2 were received. The warrant article was for \$409,000. The remaining balance of the
122 approved Warrant Article will be used for mobile radio uninstall and installation and the purchase of durable
123 equipment for delivery and payment in 2025 as directed by the Board.
124

125 Selectman Labonte thought we were going to put all RFPs on the website. Administrator Daley said this predated
126 that process. Director Schelberg said this was put on the Ambulance Department web page, it was removed after
127 the bids were complete. There was a discussion about the equipment that will be bought with the remaining
128 warrant article funds.
129

130 Chairman Daniels asked why they are recommending Sugarloaf versus Autotronics. Director Schelberg said the
131 biggest reason AC and heating system in the Sugarloaf vehicle functions much better and it's located on top of the
132 vehicle instead of running off the motor which is the case in the Autotronics vehicle.
133

134 Chairman Daniels asked if this was the same type of ambulance that we are currently having issues with. Director
135 Schelberg said no. Selectman Labonte asked about the warranty on the vehicle and if we could get an extended
136 warranty Director Schelberg said there are various types for different areas of the vehicle and he will check to
137 see if we can get an extended warranty. They do offer a \$1,000 discount on the chassis if we buy it in advance.
138

139 Selectman Labonte asked how we will be disposing of the old vehicle. Director Schelberg said we are using it as
140 a trade-in and we can get \$3,500 for it. Selectman Labonte asked about seal bids instead of trading in the ambu-
141 lance. Director Schelberg doesn't have any problem with that if it's what the Board wishes. Administrator Daley
142 said he will discuss the option offline with Director Schelberg.
143

144 **Selectman Dargie made a motion to authorize the expenditure of up to \$357,831 for the Sugarloaf Ambu-**
145 **lance/Rescue Vehicle without the trade-in amount. Seconded by Selectman Labonte. All were in favor.**
146 **The motion passed 5/0.**
147

148 **6:40 p.m. - Police Departmental Update – Chief of Police, Mike Viola**

149 The Milford Police Department is responsible for the overall protection of life and property through the enforce-
150 ment of laws and regulations. Our Officers are responsible for maintaining public order and safety, enforcing
151 laws, and preventing, detecting, and investigating criminal activity.

152 **Daily responsibilities include:**

- 153 • Officers proactively patrol areas within the Town of Milford
- 154 • Officers responding to calls for service
- 155 • Officers conducting preliminary and follow-up criminal and traffic investigations

156 Our department is also committed to building a good working relationship with the businesses, residents, and
157 visitors of the Town of Milford.
158

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 07/10/2023

159 As of July 3rd, 50.1% of the year has been completed and the Police Department, as of July 3rd, has expended
160 approximately 43% of its approved budget. Several line items are over-expended due to overtime. The new
161 officers will help to eliminate some of the overtime.

162
163 The Milford Police Department has 27 Sworn Police Officer positions and 11 non-sworn positions. Currently,
164 the department is down 5 sworn officer positions. Administrator Daley asked if the five positions are necessary.
165 Chief Viola said yes. The town is just growing and we need to stay at the 27 officers at a minimum. They would
166 take a lot of pressure off the already overworked officers. Captain Frye agreed, he said it gets tiring for the officers
167 to be forced to work extra hours on their days off. Schedules have been changed to make sure we have accurate
168 coverage. Everyone is pitching in and it's keeping morale up.

169
170 Chairman Daniels said a \$20,000 grant was just approved and because the Police Department is down 5 officers,
171 how are you going to use it if you don't have enough help? Captain Pelletier said he can set it up for specific times
172 and months, they have some specific times that are required but they are flexible for the most part.

173
174 On June 16, 2023, we had two Officers that graduated from the academy. Both Officers are currently in the
175 department's FTO program. We currently have two Officers in the Academy which started on June 12, 2023.
176 Additional testing will take place in August or September and hopefully, we have someone qualified to attend the
177 academy in January. They are looking at a couple of training options. The department hired a part-time adminis-
178 trative assistant in June.

179
180 Chairman Daniels questioned the problems with vehicle transmissions. There was additional discussion about
181 transmissions and wear and tear on the vehicles. It's a nationwide problem.

182
183 The department is currently waiting on two marked vehicles from MHQ, which were ordered after the town vote.
184 • 3 vehicles are down for transmission replacements. (All under warranty) There was a discussion about why
185 transmissions are failing. The 2008 Ford Fusion is down due to a failed inspection. The approximate costs of
186 repairs were \$2,300.00 but it was upgraded today to \$3,286. The first estimate was verbal second was a written
187 quote that was received today. Captain Frye read a list of things that were wrong with the Ford Fusion.

188
189 The Police Department is seeking Board of Selectmen approval to purchase a 2015 Nissan Rogue with 34,662
190 miles for \$15,800. The vehicle would be purchased using unexpended salary associated with vacant positions
191 within the Police Department Budget. The Rogue only had one owner and is in great condition.

192
193 The Nissan Rogue would replace an aging 2008 Ford Fusion that currently has approximately 141,000 miles. The
194 Ford Fusion is currently assigned to the Detective Division and has not been used since April due to a failed
195 inspection. The department has spent \$13,224.94 in maintenance on the Ford Fusion which was purchased in
196 2007.

197
198 Selectman Freel asked how much the Ford Fusion was worth. Captain Frye said a private sale on the Fusion would
199 be \$2,800 and a trade-in is \$1,100. Selectman Freel said it isn't worth fixing. Selectman Labonte said it isn't a
200 matter of putting money into it, it's a matter of "Do you replace it right now". Is the vehicle needed?

201
202 Chief Viola said the Rogue would provide a reliable vehicle for the Town's Detectives, the Town Prosecutor, and
203 other personnel at a reasonable cost. Our Prosecutor is currently using her vehicle for travel and we are paying for
204 gas. He doesn't want the Prosecutor driving an unmarked vehicle, she isn't an officer.

205
206 Administrator Daley said it isn't a budgeted item but it's an option for the board to consider. The vehicle would
207 last about 7 years and provide a safe vehicle for multiple people to use.

208

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 07/10/2023

209 Selectman Labonte doesn't agree with using money from an unfilled position. The money should go back to the
210 taxpayers because the position wasn't filled. Chief Viola said there isn't as much money left over as Selectman
211 Labonte thinks due to the overtime costs.

212
213 Administrator Daley asked what the alternative would be if we didn't buy the newer vehicle. There was additional
214 discussion about whether or not other vehicles could be used. Overall it's a waste of money to fix the Fusion.

215
216 Selectmen Freel asked what the value was of the Roque. Captain Frye said the blue book value is \$14,400 to
217 \$16,700. Chief Viola said if the Board is interested, they can quote a price of what they think the vehicle is worth.
218 He can take that number back and see what happens.

219
220 Selectman Finan doesn't have a problem giving the Police Department the direction to make this purchase. This
221 is a logical use of surplus money. They need a vehicle, it's not just something they just want for the heck of it.
222 Selectman Labonte said we've been without this vehicle since April and it's now July. Selectman Finan said we
223 have also lived without much-needed employees and that doesn't mean that we shouldn't have them.

224
225 Chairman Daniels asked if consideration was given for buying the Roque and not asking for two vehicles in the
226 budget next year. Chief Viola said he would rather have two marked vehicles for patrols. They were going to
227 replace the Fusion in the next couple of years.

228
229 Selectman Finan asked if it made more sense to wait and get a new vehicle a year from now. Selectman Labonte
230 said he would be more in favor of a new vehicle versus an 8-year-old vehicle. Chief Viola said he's good either
231 way.

232
233 Selectman Dargie is in favor of purchasing the Roque. The mileage is low and it's in good condition. A new
234 vehicle would be around \$36,000. The use of the vehicle would be low. The average miles driven on the Fusion
235 is 10,000, so getting an additional 7 years out of the Roque is reasonable. He would rather spend \$15,000 rather
236 than \$35,000 next year. Selectman Freel said if you can get it for less, that would be better.

237
238 Selectman Labonte repeated that he still has issues taking this out of the wage money. We are not following the
239 policy and we should only use this if there are no other options. Administrator Daley said the policy offers an
240 opportunity for Board consideration and this is one of those times. Selectman Labonte said we are not at a last
241 resort.

242 Chairman Daniels said after reading the words, he doesn't necessarily get that interpretation. Exceptions can be
243 for any number of reasons.

244
245 Selectman Finan said the reason you have exceptions is not because you are against the wall, it's to give discretion
246 to the body that is deliberating the question. If we just stick by policies A, B, C, there is no need for us to sit down
247 and discuss things. We are discussing discretionary money and what is the logical, rational way to spend the
248 money. No one is against the wall or violating the policy.

249
250 Chairman Daniels asked the Chief, Town Administrator, and Finance Director if they were all in favor of the
251 motion, and they all said yes.

252
253 **Selectman Dargie made a motion for the Police Department to approve the purchase of the 2015 Nissan**
254 **Rogue not to exceed \$15,800. Seconded by Selectman Finan. All were in favor. The motion passed 4/1**
255 **with Selectman Labonte opposed.**

256
257 **Major Projects in the next three Months:**

258 •The department is currently in the process of transitioning from 40 caliber firearms to 9mm firearms, which was
259 approved earlier this year. All officers have been qualified for the new firearms.

260 • The department is currently in the process of setting up a multi-department training session, which will involve
261 police, fire, ambulance, and MACC Base. They are still waiting on the comfort dog and the next litter is due in
262 August. They are also looking into speed signs.
263

264 **Does the change to a 4.5-day workweek result in any changes? N/A**
265

266 Citizens can report issues by contacting MACC Base by telephone or the Milford Police Department by telephone
267 or in person. They can also contact the police department via social media and email. Social media and email are
268 not always checked daily so I would advise people that need assistance to contact the Police Department by phone
269 or in person. The Milford Police Department also has a Crime Tip Line where a person can report information
270 that can be followed up on. This line should be used for informational purposes and not for the use of reporting
271 an issue that needs immediate assistance.
272

273 If a person has a complaint against a person employed by the Milford Police Department they can file their com-
274 plaint in person, by telephone, or through the Town of Milford Police Department page. There is a form that they
275 can access on the site.
276

277 The Police department is experiencing a lack of interest in becoming a law enforcement officer. This is happening
278 all over the place. This is an ongoing process and we will continue in our efforts to bring our department back to
279 full staff.
280

281 The Police Department is looking forward to working with the Town Administration and the Board of Selectmen
282 to ensure that our department is maintaining or exceeding the level of service that our community expects and
283 deserves.
284

285 **7:15 p.m. - Water Spigot System at Riverside Cemetery – Cemetery Trustee, Mike Thornton**

286 Mr. Thornton explained that the water system at this cemetery has had leaking issues since 2011. The Trustees
287 reviewed multiple options. We are proposing a 50-spigot water system irrigation plan. Mr. Duffy gave a back-
288 ground overview of the current system. This money is coming out of the Right to Inter Fund and not taxpayers'
289 monies. The Public Works Department will be releasing an RFP for this project. The RFP will be advertised in
290 the paper and on the website and in other areas. Mr. Duffy explained the different trust funds that the Cemetery
291 Trustees oversee and which funds can and cannot be used.
292

293 Selectman Freel suggested lowering the insurance binder from \$2,000,000 to \$1,000,000. Administrator Daley
294 will look into it.
295

296 **7:25 p.m. – 127 Elm Street Final Report – HL Turner**

297 Dan Hall and Bill Hickey with HL Turner presented their final report to the Selectmen. The report can be found
298 on the Town's website at www.milford.nh.gov. The final recommendation is that a community center can serve
299 Milford. They recommend demolishing the existing building and a new building be located in the park itself.
300 Also recommended were an accessible walking path, additional playing fields, and additional parking. They high-
301 lighted the benefits of having a new building. They recommend the project be done in multiple phases over 10
302 years and cost approximately \$17,016,702. It should be about \$580,000 to demolish the building.
303

304 Selectman Dargie has concerns about parking. Selectman Dargie asked if the demo number was accurate. Mr.
305 Hall said yes.
306

307 Selectman Freel doesn't think it would be a 10-year project. How many years you would bond the entire project
308 if you went for the entire amount? How much it would cost per month for the town? Is there any potential revenue?
309 He doesn't think this is what Milford needs. He doesn't understand how we will fund this project.
310

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 07/10/2023

311 There was a lengthy discussion about the cost, needs, and wants of this project.

312

313 Janet Langdell, a Milford resident asked where the all-inclusive playground would be. Mr. Hall explained where
314 the playground would be located. Ms. Langdell referenced a mistake on page 3 acknowledgments, under the
315 Town of Milford, Keyes Memorial Park Trustees Milford should be The Arthur L. Keyes Memorial Trust Trus-
316 tees. They don't own the park nor are they trustees of this park.

317

318 Zach Williamson, Recreation Commission Chairman, referenced a memo that was in the packet. He said the Rec-
319 reation Commission will review this study and make improvements that are feasible and cost-effective from both
320 the Turnstone Report and the Keyes Memorial Park Expansion Committee Report. This is another tool for us to
321 select from. They strongly support demolishing the building due to it being a hazard.

322

323 Selectman Freel and Selectman Labonte feel that the building can be renovated for a low cost. Selectman Finan
324 asked Selectman Labonte if he would support \$1,000,000 to renovate the building for office spaces and move the
325 Recreation Department over there. Selectman Labonte said the possibility of getting \$1,000,000 to pass versus
326 \$17,000,000 is better.

327

328 Chairman Daniels said whether you see this as good or bad, it comes down to priorities and we have many other
329 things that need to be done in town. Selectman Finan likes the report as it presents as a long-term vision and he
330 likes that it's phased out. He just wants us to do nothing and it's still an eyesore 15 years from now. There was
331 more discussion about what people thought could be done with the building.

332

333 Chairman Daniels said we can accept the report. We asked for this information and the work has been completed
334 and a plan has been presented to us. Accepting the report doesn't mean that we agree with the findings. We can
335 speak with Recreation and others to see where we want to go from here.

336

337 Administrator Daley said he hopes the Board can decide on whether or not to demolish the building as recom-
338 mended by the Recreation Commission.

339

340 Selectman Dargie made a motion to accept the 127 Feasibility Study and thank the presenters for their time.
341 Seconded by Selectman Finan. All were in favor. The motion passed 5/0.

342

343 Paul Barolomucci, a Milford resident, was on the original committee in 2015, he requests that the Board go back
344 and review it. It was less expensive and less costly but it achieved the same thing. The first goal was a walking
345 trail which we started. We have exercise equipment along that trail that was done with a grant written by the
346 Director of Recreation. We raised a lot of money to put into that project and Recreation donated \$25,000. This
347 Board just spent \$60,000 of taxpayers' money to get an answer you don't like. This Board should at least consider
348 this report. This building is not only an eye sore but it's a danger.

349

350 Chairman Daniels said there were also hundreds of thousands of taxpayers' dollars that were forgiven in taxes to
351 buy this building, so the town has also contributed. Mr. Barolomucci said it's a shame that the town will not
352 continue to make a contribution to improve that area. We continue to take property that just sits and we do nothing
353 with it. He challenges the Board to make some improvements in this community. This town doesn't have a spend-
354 ing problem, it has a revenue problem. Improve the revenue and the spending will follow.

355

356 Selectman Labonte said that in 2019 it was the Recreation Department and Community Development Department
357 that came to the Selectmen and requested that the Board approve the withdrawal of the \$60,000 from the capital
358 reserve to pay for this study. The Board didn't go out looking for this.

359

360 **3. PUBLIC COMMENTS** There were no comments at this time.

361

362 4. DECISIONS

363 **Selectman Labonte asked that 4. a) 1) Approval of Warrant for Unlicensed Dogs – Issuance of Civil Forfeitures be removed for discussion.**

365 **Selectman Dargie made a motion to accept the consent calendar except for 4. a) 1). Seconded by Selectman**
366 **Freel. All were in favor. The motion passed 5/0.**

367 a. CONSENT CALENDAR

368 1. Approval of Warrant for Unlicensed Dogs – Issuance of Civil Forfeitures

369 2. Approval to allow Addiction Recovery Coalition of NH, (ARCNH) to use the Oval on July 25th and July 27th
370 from 11:00 am until 1:00 pm.

371
372 Selectman Labonte questioned the wording on RSA 466:14 and asked if the Police Department could take pos-
373 session of the dogs. Joan Dargie, the Town Clerk, what the process was for this civil forfeiture? Ms. Dargie, the
374 Police can take the dogs but that never happens. She explained the process that follows the statute. She doesn't
375 know of any towns that take the animals. The statute requires that the Selectmen are notified and that they approve
376 the civil forfeiture list on the warrant. She has a call into the AG's office to ask what would happen if the Select-
377 men voted against this. Amherst has an animal control officer who goes door to door per the RSA. Milford doesn't
378 have an animal control officer.

379
380 Selectman Labonte asked if the Town Clerk could change the wording as to what she is going to do. Ms. Dargie
381 said she would have to call the AG's office. Selectman Dargie said the second line reads "any unlicensed dog may
382 be seized", it doesn't say "will be seized". Ms. Dargie said this was signed last year and she has been working to
383 get the list down.

384
385 Selectman Freel asked if we knew if these dogs are alive. Ms. Dargie said she receives a letter from the Vet if a
386 dog has died. If someone gets a letter about the fine and their dog has passed, they can come in to let us know
387 and they won't get a fine. It also works if they have moved out of town. Before the civil forfeiture letters go out,
388 everyone is notified either by another letter or e-mail.

389
390 **Selectman Dargie made a motion to accept 4. a) 2) Issuance of Civil Forfeitures warrant on the consent**
391 **calendar. Seconded by Selectman Finan. All were in favor. The motion passed 3/2 with Selectman Labonte**
392 **and Freel opposed.**

393
394 b. OTHER DECISIONS

395 a. n/a

396 5. TOWN STATUS REPORT –

397 1. **Tree Maintenance on the Oval - Public Works Director, Leo Lessard**

398 Director Lessard met with an arborist to prune and maintain the existing trees on the oval last fall. The arborist
399 recommends replacing a dead Elm Tree with a Gingko Tree. The work should be done in the Fall. Money was
400 originally included in the DPW budget but was removed to lower the budget per the previous Town Administrator.
401 If by the end of the season, funding is available, Director Lessard would like to complete the work, the cost would
402 be \$5,775. He has a citizen who is willing to donate another Elm tree to the town. The arborist said to stay away
403 from elm trees but we have others that are doing fine. The donation would have to be accepted by the Board.

404
405 Selectman Dargie said Elm trees are risky. Selectman Freel asked if the \$5,775 include the tree that the arborist
406 suggest. Director Lessard said no. The quote from the arborist is just for pruning the oval. This citizen willing to
407 donate the Elm tree has donated other trees to the town.

408

409 Administrator Daley said this work can be done with the oval improvements and it's replacing 3 trees. Selectman
410 Labonte said that some of the work that the arborist put in his quote needs to come out because it will be done
411 with the Milford improvements. Administrator Daley will work with Public Works on this.

412
413 **2. Road Surface Management System - Public Works Director, Leo Lessard and Town Engineer, Nicole**
414 **Crawford.**

415 The Town Engineer, Nicole Crawford recently met with the Nashua Regional Planning Commission regarding
416 their Road Surface Management System, (RSMS). RSMS is a defined methodology for sampling the current
417 pavement conditions of a road network and forecasting its future pavement condition, incorporating estimated
418 costs of future repairs. The program is a partnership involving the NH Regional Planning Commissions, UNH
419 Technology Transfer Center, NHDOT, and NH Statewide Asset Data Exchange System. This program is offered
420 by the NRPC as part of the Town's annual dues of \$11,000. The Town currently uses Cartegraph and using the
421 RSMS system would save the Town tens of thousands of dollars.

422
423 Selectman Dargie asked if they drive around in a vehicle and assess the roads and feed the information into the
424 system. Ms. Crawford said it's not computerized, it's a person looking at the roads. There was some discussion
425 about Cartegraph versus RSMS and how it assesses the roads. The RSMS system is a better asset. Amherst,
426 Nashua, and other towns use RSMS. NRPC does the visuals. It's all data collected for historical use. All infor-
427 mation is entered into a database.

428
429 Chairman Daniels asked if we own the Cartegraph software. Director Lessard said yes but we pay additional fees
430 to utilize it, which include licensing fees and maintenance. Chairman Daniels asked if we could sell it to another
431 town. Director Lessard said no. We currently have cartegraph for one more year. It fits in, we will keep it for the
432 asset management of it. Ms. Crawford explained the details of the process once it was input into GIS.

433
434 Administrator Daley asked what the deliverable was on the RSMS system. Director Lessard said it's something
435 that can be input into GIS. If we continue to use cartegraph, there will be some standard costs.

436
437 Chairman Daniels has concerns about if a company letting us put someone else's data into our system. Director
438 Lessard has an email into cartegraph asking them if he has information from RSMS and will they use it. Selectman
439 Dargie would like more detailed information on what cartegraph does versus what RSMS does.

440
441 Selectman Freel asked how long would it take to get Milford's roads up to date. Director Lessard said this program
442 will tell us that. Selectman Freel wants to know what we are going to set for a budget and when are we getting
443 the roads fixed. There was additional discussion about including sidewalks in the data. Administrator Daley said
444 we should also be working with the Water Department to coordinate our information to include fixing and re-
445 placements of water lines.

446
447 **Selectman Finan made a motion to use the RSMS program offered by NRPC. Seconded by Selectman Dar-**
448 **gie. All were in favor. The motion passed 5/0.**

449
450 **3. Budget Transfer Policy - Finance Director, Paul Calabria**

451 The Board of Selectmen has requested that the Town Administrator implement a budget transfer process to reflect
452 and account for the change in a department's planned or unanticipated expenditures throughout the budgetary
453 cycle. It was discovered that the Town had previously adopted a Departmental budget transfer policy in the early
454 2000s. This policy was subsequently superseded in 2014 with the adoption of the Budget Expenditure and Transfer
455 Policy. In addition to establishing the process for when a transfer within a department and between departments
456 could occur, the adopted policy establishes maximum thresholds/tiers for budget transfers requiring the Depart-
457 ment Manager, Town Administrator, and the Board of Selectmen approval. It would appear this policy has been
458 subjectively implemented since 2014.

459

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 07/10/2023

460 Finance Director Paul Calabria recommends removing the reference to Wages, both on the Policy page and the
461 Approval Levels page, and the base level at \$5,000 that may be approved by the Town Administrator, with
462 amounts over \$10,000 remaining as the BOS approval amount. This is changing not allowing transfers out of
463 wages.

464
465 Chairman Daniels suggested including the word aggregate over the year in the statement. He would also like to
466 see a list of everything that was transferred when they start to look at the budget.

467
468 Selectman Labonte asked why Finance feels that budget transfers should be allowed out of wages. Director Ca-
469 labria said typically our surplus is from unfilled positions. Selectman Labonte feels wages should be left alone.

470
471 There was additional discussion about wages, open positions, and what is usually done or can be done with the
472 monies. Administrator Daley said last year's budget was cut by \$166,000 per the Board's direction and unfortu-
473 nately monies had to come out of items that we are now finding we needed. He asked if the Board wanted Depart-
474 ment Heads to look at level funding for those items that were cut back in past years. Selectman Labonte said that
475 isn't the topic of discussion right now. Administrator Daley said it's related. We are looking at transfers and costs
476 associated with that and we are trying to maximize available funding for items that weren't budgeted that we have
477 to account for going forward, like maintenance issues and a Park Ranger. Salaries are something that the Board
478 can consider. The policy gives opportunities to the Board, and Town Administrator to waive it. Selectman
479 Labonte said since the option is already there, why would we remove it? Director Calabria said it was just a
480 recommendation.

481
482 Chairman Daniels asked if a line item could be created due to a transfer. Director Calabria said no. Chairman
483 Daniels said because of the clause at the end, he isn't sure that the budget transfer can be removed. "Exceptions
484 to this policy are allowed only with the concurrence of the Department Head(s), Finance Director, Town Admin-
485 istrator, and Board of Selectmen." It can be taken on a case-by-case basis. Administrator Daley asked if it applied
486 to the \$5,000 as well. Selectman Labonte said you don't take it out of wages period.

487
488 There was a discussion about the second recommendation. Selectman Freel said he partly agrees with Selectman
489 Labonte about the wages not being used without the Board knowing about it. It should be on the Department
490 Heads to keep their numbers as tight as they can.

491
492 Selectman Labonte gave some suggestions and said he doesn't want to tie anyone's hands completely. Ken Fla-
493 herty, Fire Chief said their hands are being tied. If he goes over a line item in January, and he's over already, and
494 he needs to do a transfer up to \$5,000 and he's already \$5,000 over, every time he needs to spend money he's
495 going to have to come before the Board because he's already at the \$5,000 threshold. It doesn't reset every month
496 so it's every expenditure after the \$5,000 mark. Administrator Daley clarified that up to \$5,000 go to him and up
497 to \$10,000 they go to the Board. So, the first time up to \$5,000 will be approved by the Town Administrator, and
498 the next \$5,000 he would bring to the Board. Chief Flaherty asked the Board to consider that last year the
499 Department Heads gave back lots of money so this year will be a correction year to help get us back to where we
500 were so that we can stop spending the money in our payroll. If we had a vacant position, we were using that to
501 offset other things. We had to give back \$40,000 to \$50,000 last year in line items in total. We are watching our
502 budgets very closely, like we always do and we are already at zero.

503
504 Selectman Labonte said at that point you come back to the Board, nothing is saying that the transfer can't happen,
505 as long as everyone agrees that the exception can be made. Chief Flaherty said you should be trusting your de-
506 partment heads and not trying to put the town in a situation where it isn't favorable for the town. Most of us pay
507 taxes here and we do look out for the best interest of the community.

508
509 Selectman Labonte said he doesn't think anyone is trying to imply that we don't trust our department heads. Tina
510 Philbrick, Executive Assistant disagreed. She feels it's constantly implied that the Department Heads are not

511 doing a good job and that wrong, they are doing a good job. More than half of the Department Heads live in
512 Milford, they pay taxes and are doing the best that they can for the citizens of Milford. This Board, not all of you,
513 but this Board is making it difficult for them to do their jobs. Selectman Labonte said it's the Board of Selectmen's
514 budget and he's sorry she feels that way but as the Selectman they have a duty to the taxpayers to do this. It's our
515 job. Our job isn't to get elected and say, "We don't have to do anything" because our department heads can do it.
516 Ms. Philbrick said that isn't what they are asking, they are asking to be allowed to do their job. She said she wasn't
517 going argue with Selectman Labonte. Selectman Labonte said people at this table didn't understand where some
518 of the cuts came from this will educate us.

519
520 Chief Flaherty said that's why he said that when they come to the Board this year, there will be some increases
521 that we lost so that we are not always dipping into those funds. Selectman Labonte said Milford has policies for
522 a reason and we need to follow them.

523
524 Chairman Daniels said this process was brought forward not to make it hard on Department Heads but to help the
525 Board and to help Department Heads. He knows that at budget time you will put in what you need to do your job.
526 We are trying to look two or three years down the road because we have big things coming. We can understand
527 this by knowing where the transfers are coming from.

528
529 Chief Flaherty said he's never had to do a transfer in his five years here because he's always been lean. Coming
530 forward this year we are going to need more money because we are already lean from last year from the cuts that
531 were made. Selectman Labonte said he feels that what he wants is going to help the Department Heads.

532
533 Lynn Coakley, Library Trustees Treasurer, said the budget is going to look inflated if we are building in wages
534 for positions that we are having trouble filling. She wants clarity about the procedure.

535
536 Mike Thornton, a Milford resident, agrees with Ms. Coakley. He understands all the arguments, we should build
537 an accurate budget and be able to track each dollar through the budget.

538
539 Administrator Daley said each year the Department Heads look at a three-year average to figure out what is needed
540 to maintain their operations and they do a good job looking at this. To insinuate that they are inflating their
541 budgets is incorrect. We are looking at the bottom-line budget and it is accurate. It's been challenging over the
542 last few years.

543
544 Selectman Labonte made a couple of suggestions for budget policy. After additional discussion, Chairman Daniels
545 said they would revisit it at the next meeting.

546
547 **4. Police Department Vehicle Purchase - Chief of Police, Mike Viola**
548 This topic was discussed during the Police Department Update earlier in the meeting.

549
550 **5. Departmental Budget Review/Discussion (Verbal) - Town Administrator, Lincoln Daley**
551 Administrator Daley said the 6-month review of the Town Department budgets is currently underway. On July 3rd
552 the Finance Department circulated the budget bum rate reports to each Department. We are scheduled to meet
553 with each Department Head this month to assess his/her respective budget, discuss unanticipated expenditures,
554 and forecast remaining expenses and planned projects for the 2nd half of the year. Hopefully, he will present a
555 financial report to the Board at the next meeting.

556
557 **6. Town Munis Update (Verbal) - Finance Director, Paul Calabria**
558 The Finance Director, Paul Calabria provided a summary of the planned update of the Town's financial software
559 system, MUNIS in late Summer of this year.

560
561 **6. DISCUSSIONS**

562 a) N/A

563

564 **7. SELECTMEN’S REPORTS/DISCUSSIONS**

565 **a) FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES**

566

567

568 **b) OTHER ITEMS (not on the agenda)** There were no comments at this time.

569

570 **8. PUBLIC COMMENTS** There were no comments at this time.

571

572 **9. APPROVAL OF FINAL MINUTES – June 26, 2023**

573 **Selectman Dargie made a motion to approve the minutes of June 26, 2023, as amended. Seconded by Se-**
574 **lectman Finan. All were in favor. The motion passed 5/0.**

575

576 **10. INFORMATION ITEMS REQUIRING NO DECISIONS.**

577 a. Selectmen’s Goals and Initiatives

578 b. Treasurer’s Report – May 2023

579

580 **11. NOTICES.** Notices were read.

581 The Board decided to cancel the Selectman’s meeting on July 24th and make the 5th Monday Forum Meeting on
582 July 31st a full Board meeting starting at 5:30.

583

584 **12. NON-PUBLIC SESSION – Selectman Dargie made a motion to go into non-public at 10:30 under RSA**
585 **91-A:3, II(e)) Legal. Seconded by Selectman Labonte. All were in favor. The motion passed 5/0.**

586

587 **Selectman Finan made a motion to come out of non-public. Seconded by Selectman Dargie. All were in**
588 **favor. The motion passed 5/0.**

589

590 Chairman Daniels said in non-public the Board discussed a legal issue and made no decisions.

591

592 **13. ADJOURNMENT: Selectman Freel moved to adjourn at 11:00. Seconded by Selectman Dargie. All**
593 **were in favor. The motion passed 5/0.**

594

595

596 _____
Gary Daniels, Chairman

597

598

599 _____
Chris Labonte, Vice-Chairman

600

601

602 _____
Paul Dargie, Member

603

604

Tim Finan, Member

Dave Freel, Member

10. 1) Selectmen's Goals and Objectives

2023 BOS Goals and Initiatives

Initiative	Status	Target Date	
Financial		02/03/2024	
Budget Transfer Tracking	First posting in early July	In progress	07/2023, 09/2023
Reduce Warrant Articles		Not started	09/2023
Town Budget Development		Not started	02/2024
Town Budget Passage		Not started	03/2024
Projects			
Oval Improvements	Pending Decision	In progress	05/2023
127 Elm Street Study Feasibility Study	Presented 6/12/23	In progress	07/2023
Reactivate EDAC		Not started	07/2023
Gravel Operation	Meeting w/ F&G 6/15/23	In progress	Fall 2023?
Master Plan	Questions deadline 6/8	In progress	12/2023
Personnel			
4.5-day work week	Trial period started 05/01/23	In progress	05/01/23 – 09/2023
Policy Updates	Workers' Compensation	Not started	06/2023
	Right to Know Policy adopted 6/12/23	Completed	06/2023
	BOS Rules of Procedure	In progress	07/2023
	Personnel	Not started	11/2023
	Compensation	Not started	11/2023
Partnerships – school, private	School	In progress	11/2023
Communication			
BOS Representative to Committees		Completed	05/2023
Agenda and Minutes Updates		In progress	08/2023
Social Media utilization?		Not started	09/2023
5 th Monday Forums		In progress	10/2023
Website Update		In progress	12/2023
Department/Committee Updates – Quarterly		In progress	03/2024

07/10/23