

**5:00 – Non-Public (RSA 91-A:3,  
II(b)) Reputation**

5:30 p. m. 2nd Public Hearing - Eversource Water  
Utilities - Brian Emerson & Patty Quinn

**Return to:**

Attn: Eugenia N. Snyder  
Eversource Energy Real Estate Dept.  
780 North Commercial Street  
Manchester, NH 03101

**ACCESS EASEMENT DEED**

The **Town of Milford**, a body politic and corporate, with a mailing address of 1 Union Square, Milford, New Hampshire 03055, by and through its duly elected Board of Selectmen, acting pursuant to authority granted to them under RSA 41:14-a, (“Grantor”), for consideration paid, grants, with quitclaim covenants only, to **Public Service Company of New Hampshire, doing business as Eversource Energy**, a New Hampshire corporation, with a principal place of business at 780 North Commercial Street, Manchester, New Hampshire 03101 (“Grantee”), and its successors and assigns:

The permanent, non-exclusive RIGHT and EASEMENT to pass and repass and to travel with personnel, vehicles and equipment on, over and across a certain twenty-foot (20’) wide strip of land of the Grantor which is situated off Merrimack Road in the Town of Amherst,, in the County of Hillsborough and State of New Hampshire (Amherst Tax Map 3, Block 166, Lot 4), for access, ingress and egress to and from Merrimack Road and multiple locations on the 100 and 150-foot-wide existing easements of the Grantee (the “Easement”). Grantee shall use said Easement for access, ingress and egress to and from Merrimack Road and multiple locations on the 100 and 150-foot-wide existing easements of the Grantee conveyed to the Grantee by deed of George H. Gautier, dated August 21, 1967 and recorded in the Hillsborough County Registry of Deeds in Book 1932, Page 135, and by deed of Daniel J. & Bridget O. Mahoney, dated September 14, 1937 and recorded in the Hillsborough County Registry of Deeds in Book 982, Page 289, and by deed of Margaret W. Pearson, dated October 1, 1937 and recorded in the Hillsborough County Registry of Deeds in Book 982, Page 307, and by deed of Henry Curtis and Anna Curtis, dated June 12, 1967 and recorded in the Hillsborough County Registry of Deeds in Book 1953, Page 204, and by PUC Order #8724 dated September 18, 1967 and recorded in the Hillsborough County Registry of Deeds in Book 1947, Page 242, said strip being more particularly bounded and described according to an access easement plan entitled “Variable Width Access Easement” on a plan entitled “Easement Plan for Public Service Co. of NH d/b/a/ Eversource Energy, over land of Town of Milford, Tax Map 3, Lot 166-4, Merrimack Road, Amherst, New Hampshire”, dated February, 2017 drawn by Doucet Survey, Inc., and recorded in the said Hillsborough County Registry of Deeds as Plan No. \_\_\_\_\_ (hereinafter the “Plan”), as follows:

A certain parcel of land lying on the southerly side of Merrimack Road in the town of Amherst, County of Hillsborough, and the State of New Hampshire, bound and described as follows;

Beginning at a point along Merrimack Road, said point being the northwesterly corner of the herein described land, and furthermore being located N 80° 01' 45" E a distance of 2.00 feet from a 1-1/2" iron pipe;

Thence along Merrimack Road, N 80° 01' 45" E a distance of 20.89 feet to a point;

Thence, S 06° 53' 17" W a distance of 384.65 feet to a 5/8" rebar set;

Thence, S 10° 00' 00" W a distance of 361.60 feet to a point;

Thence, S 05° 12' 56" W a distance of 106.79 feet to a point at the beginning of a curve;

Said curve turning to the left through an angle of 18° 11' 21", having an arc length of 17.46 feet, having a radius of 55.00 feet, and whose long chord bears S 03° 52' 45" E a distance of 17.39 feet to a point;

Thence, S 12° 58' 25" E a distance of 5.50 feet to a point at the beginning of a curve;

Said curve turning to the right through an angle of 27° 02' 43", having an arc length of 44.84 feet, having a radius of 95.00 feet, and whose long chord bears S 00° 32' 56" W a distance of 44.43 feet to a point;

Thence, S 14° 04' 18" W a distance of 346.35 feet to a point at the beginning of a curve;

Said curve turning to the left through an angle of 41° 03' 51", having an arc length of 39.42 feet, having a radius of 55.00 feet, and whose long chord bears S 06° 27' 38" E a distance of 38.58 feet to a point;

Thence, S 26° 59' 34" E a distance of 255.08 feet to a 5/8" rebar set;

Thence, S 22° 05' 53" E a distance of 328.72 feet to a point;

Thence, S 72° 23' 42" W a distance of 298.15 feet to a 5/8" rebar set;

Thence, S 83° 37' 17" W a distance of 190.87 feet to a point at an existing 150 foot wide electric & intelligence easement;

Thence along said 150 foot wide electric & intelligence easement, N 12° 53' 39" E a distance of 21.19 feet to a point;

Thence, N 83° 37' 17" E a distance of 181.91 feet to a 5/8" rebar set;

Thence, N 72° 23' 42" E a distance of 257.71 feet to a point at the beginning of a curve;

Said curve turning to the left through an angle of  $94^{\circ} 29' 36''$ , having an arc length of 25.68 feet, having a radius of 15.57 feet, and whose long chord bears  $N 25^{\circ} 08' 55'' E$  a distance of 22.86 feet to a point;

Thence,  $N 22^{\circ} 05' 53'' W$  a distance of 289.39 feet to a  $5/8''$  rebar set;

Thence,  $N 26^{\circ} 59' 34'' W$  a distance of 45.15 feet to a point at the beginning of a curve;

Said curve turning to the left through an angle of  $71^{\circ} 37' 36''$ , having an arc length of 33.06 feet, having a radius of 26.44 feet, and whose long chord bears  $N 62^{\circ} 48' 22'' W$  a distance of 30.95 feet to a point;

Thence  $S 81^{\circ} 22' 50'' W$  a distance of 186.73 feet to a point at an existing 150 foot wide electric & intelligence easement;

Thence along said 150 foot wide electric & intelligence easement,  $N 12^{\circ} 53' 39'' E$  a distance of 21.50 feet to a point;

Thence,  $N 81^{\circ} 22' 50'' E$  a distance of 174.58 feet to a point at the beginning of a curve;

Said curve turning to the left through an angle of  $108^{\circ} 22' 24''$ , having an arc length of 22.80 feet, having a radius of 12.05 feet, and whose long chord bears  $N 27^{\circ} 11' 38'' E$  a distance of 19.55 feet to a point;

Thence,  $N 26^{\circ} 59' 34'' W$  a distance of 152.21 feet to a point at the beginning of a curve;

Said curve turning to the right through an angle of  $41^{\circ} 03' 51''$ , having an arc length of 53.75 feet, having a radius of 75.00 feet, and whose long chord bears  $N 06^{\circ} 27' 38'' W$  a distance of 52.61 feet to a point, said point is located  $S 06^{\circ} 38' 00'' E$  a distance of 63.34 feet from a  $4'' \times 4''$  granite bound found with drill hole;

Thence,  $N 14^{\circ} 04' 18'' E$  a distance of 346.35 feet to a point at the beginning of a curve;

Said curve turning to the left through an angle of  $27^{\circ} 02' 43''$ , having an arc length of 35.40 feet, having a radius of 75.00 feet, and whose long chord bears  $N 00^{\circ} 32' 56'' E$  a distance of 35.07 feet to a point;

Thence,  $N 12^{\circ} 58' 25'' W$  a distance of 5.50 feet to a point at the beginning of a curve;

Said curve turning to the right through an angle of  $18^{\circ} 11' 21''$ , having an arc length of 23.81 feet, having a radius of 75.00 feet, and whose long chord bears  $N 03^{\circ} 52' 45'' W$  a distance of 23.71 feet to a point;

Thence,  $N 05^{\circ} 12' 56'' E$  a distance of 107.63 feet to a point;

Thence,  $N 10^{\circ} 00' 00'' E$  a distance of 361.88 feet to a  $5/8''$  rebar set;

Thence,  $N 06^{\circ} 53' 21'' E$  a distance of 378.06 feet to the point of beginning.

Said parcel having an area of 51,251 square feet or 1.18 acres.

The within access easement is granted for the non-exclusive use and enjoyment by Grantee, and Grantee's successors and assigns, for travel, ingress and egress to and from Merrimack Road and multiple locations on the existing easement of the Grantee located on the Grantors' land as referenced above and shown on the Plan, and specifically includes and grants the rights to improve said easement, at Grantee's sole expense, with the construction of a suitable gravel driveway and associated grading, slopes and drainage improvements meeting the Grantee's engineering standards, needs and requirements, pending approval from the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. In advance of any construction, Grantee shall provide to Grantor any and all engineering plans which Grantee has for the construction of the gravel driveway and associated improvements, and Grantee's planned construction must take into consideration and must not interfere with the reserved right to farm in favor of Carl E. Chappell and his heirs as set forth in the conveyance to the Grantor by Annie M. Curtis referenced below. This access easement shall be partially or wholly assignable and transferable by Grantee, but assignment of this easement requires prior written consent of the Town Selectmen, the Town Water Commissioners as well as the holder of the farm reservation, which consent will not be unreasonably withheld, conditioned or delayed, but only for the same or similar uses and purposes as granted herein.

EXCEPTING and RESERVING to the Grantor, and its successors and assigns, the rights at all times to use the granted access easement, in common with the Grantee and its successors and assigns, for all uses and purposes which will not otherwise interfere with the use of the access easement by the Grantee, its successors and assigns, for the purposes for which it is granted herein.

Meaning and intending to describe and convey an access easement on, over and across a part or portion of the land conveyed to the Grantor by deed of Annie M. Curtis, dated July 15, 1983, recorded at the Hillsborough County Registry of Deeds in Book 3063, Page 104.

By the acceptance and recording of this Access Easement Deed, the Grantee, for itself and its successors and assigns, covenants and agrees to and with the Grantor, and its successors and assigns, as follows:

(a) Grantee may not pile any snow or construction materials or store any equipment on or within the access easement. Following construction and/or maintenance of the driveway, Grantee will dispose of all waste material outside Grantor's property; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the access easement area in a condition reasonably acceptable to Grantor.

(b) Any underground digging or excavation within the access easement area shall require compliance with all applicable "Dig Safe" laws and requirements and the prior written approval of the Director of the Milford Water Utility, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Grantee shall be obligated, at Grantee's sole expense, to obtain and to keep in force any and all permits or approvals required by any authority having jurisdiction over Grantee's use of the access easement or any construction or installations therein under any law, statute, regulation or ordinance affecting the access easement as shown on the Plan.

(d) Grantee agrees to indemnify, defend and save harmless Grantor from and against any and all loss, cost, damage, expense, and against any and all claims, actions or proceedings for property damage, personal injury or death arising out of or resulting from the use or exercise of the access rights and easement granted herein, and not resulting from the negligent acts or omissions of Grantor or its successor or assigns, or its or their agents or contractors.

The grant, execution and delivery of this Access Easement Deed by the undersigned was duly approved by vote of the Board of Selectmen on \_\_\_\_\_, 2018.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF MILFORD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Duly Authorized

State of New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, duly authorized, on behalf of the Town of Milford, New Hampshire.

My commission expires:

\_\_\_\_\_  
Notary Public/Justice of the Peace

Return to:  
Prunier & Prolman, P.A.  
Account 026

**SUBORDINATION**  
(Pine Valley Mill, Milford, New Hampshire)

FOR VALUE RECEIVED, the **Town of Milford**, a New Hampshire municipal corporation with an address of 1 Union Square, Milford, New Hampshire 03055, holder of a Mortgage by and between it and **Pine Valley Residential, LLC**, dated May 16, 2013 and recorded in the Hillsborough County Registry of Deeds at Book 8561, Page 540, (the "Mortgage"), hereby subordinates and renders the Mortgage junior to the Access and Utility Easement from Pine Valley Residential, LLC to **Pine Valley Hydroelectric Company, LLC** dated \_\_\_\_\_, 2018 and recorded in said Registry at Book \_\_\_\_\_, Page \_\_\_\_\_.

It is an express condition of this Subordination that it shall not negate, abridge, or otherwise amend the "Covenant of Long Term Availability for Low and Moderate Income Households," which Covenant shall remain in full force and effect, the same being contained in Section 3 of the "Subrecipient Agreement," compliance with the terms of which being a condition of the Mortgage, said Subrecipient Agreement being referenced and incorporated in said Mortgage.

The effect of this Subordination is to render subordinate and junior the Mortgage to the Access and Utility Easement, to have the same effect as if the Access and Utility Easement was executed and recorded prior to the execution and recordation of the Mortgage.

IN WITNESS WHEREOF, the Town of Milford has caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

Town of Milford

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Mark Bender  
Its: Town Administrator

Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by  
Mark Bender, Town Administrator of the Town of Milford, on its behalf.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires:



**PRUNIER & PROLMAN, P.A.**

ATTORNEYS AT LAW  
20 Trafalgar Square, Suite 626  
Nashua, New Hampshire 03063-1981  
TEL (603) 883-8900  
FAX (603) 883-7959  
www.prunierlaw.com

**GERALD R. PRUNIER**  
gprunier@prunierlaw.com

**ANDREW A. PROLMAN**  
aprolman@prunierlaw.com

April 11, 2018

By email

Gigi Liu, Senior Portfolio Manager  
Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, CA 92660

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

Re: Pine Valley Lofts/Mill, Milford, Hillsborough County, New Hampshire  
Wells Fargo/Pacific Life **Loan No. 33003881**

Dear Ms. Liu and Mr. Bender:

This office represents your Borrower, Pine Valley Residential, LLC with respect to the above Property. Wells Fargo, Trustee, holds the first Mortgage on the Property; the Town of Milford holds the second Mortgage through a CDBG loan.

For purposes of the pending transaction described below, this office also represents PVM Commercial Center, LLC, and Pine Valley Hydroelectric Power Company, LLC. The purpose of this letter is to respectfully request: (1) Wells Fargo/Pacific Life's consent to a certain Third Amendment to the Declaration of the Pine Valley Mill Condominium; and (2) the subordination of both of your respective mortgages to a Use and Access Easement to benefit Pine Valley Hydroelectric Power Company, LLC.

Ms. Gigi Liu  
Mr. Mark Bender  
April 11, 2018  
Page 3 of 3

Numbered Attachments:

1. Declaration of Condominium, Pine Valley Mill Condominium
2. First Amendment to Declaration (regarding insurance matters)
3. Second Amendment to Declaration (authorizing subdivision of Unit 2)
4. Proposed Third Amendment – creating Unit 3
5. Subdivision Plan – creating Unit 3
6. Easement Plan – establishes penstock and utility easements
7. Proposed Access and Utility Easement
8. Proposed Wells Fargo Subordination
9. Proposed Town of Milford Subordination
10. FERC Order Approving Transfer of License



TOWN OF MILFORD, NH  
OFFICE OF COMMUNITY DEVELOPMENT

1 UNION SQUARE, MILFORD, NH 03055

TEL: (603)249-0620

WEB: WWW.MILFORD.NH.GOV

**STAFF MEMORANDUM**

**Date:** September 18, 2018  
**To:** Milford Board of Selectmen  
**From:** Lincoln Daley, Community Development Director  
**Project:** Jessica Hudson / deMontigny Family, Tax Map 43, Lots 25-1, Tonella Road. Donation of Stone Structure to the Town Pursuant to RSA 41:14-a Acquisition or Sale of Land, Buildings, or Both

**PURPOSE:**

The purpose of this public hearing is for the Board to determine whether to accept or reject the donation of the stone structure/material by the deMontigny Family. In order to accept the donation of the structure/materials (categorized as property), the Board of Selectmen is required to hold two public hearings in accordance with NH RSA 41:14-a Acquisition or Sale of Land, Buildings, or Both. This will be the first of two public hearings on the proposal. The second public hearing will be held October 8<sup>th</sup>. The Selectmen's final vote would take place at the October 22<sup>nd</sup> meeting.

**BACKGROUND:**

The deMontigny Family, owners of Map 43, 25-1 received approval from the Planning Board in May 2018 to construct a sixteen townhouse style, multi-family unit project located along Tonella Road (See Attachment 1). One of the elements of the project included the removal of the 30' x 60' stone structure building from the property and possible donation to the Town. (See Attachment 2) The discussions included relocating the structure/material to the eastern entrance of Keyes Memorial Park (former Fletcher Paint Superfund site) and repurposing it into a hatch shell structure/stage for future events and performances.

After a number of constructive conversations with Town staff and their desire to preserve an important piece of Milford's history, the Demontigny family is seeking to donate said stone structure/material to the community. The value of the structure is estimated to be between \$60,000 - \$75,000. The donation is conditional upon recognition of the family by naming the hatch shell structure after the family or family member.

The project would entail disassembling/removal of the material and reassembling a portion of the stone structure at the Keyes Memorial Park East Entrance to construct a 30' x 30' (approx.) hatch shell/stage. The construction of performance area was included as an important element of the 2016 Keyes Memorial Park East Entrance Master Plan. (See Attachment 3) The equipment and services used to relocate the material and the construction of the project is being donated by Steve Talarico and Kent Chappell at no expense to the Town. In return for their donations, the Town would receive up to ½ of the stone structure and the remaining material would be given to Mr. Talarico. The final design and location have yet to be determined.

**REVIEW/RECOMMENDATIONS:**

The donation of stone structure is the result of a mutually beneficial and collaborative process involving the property owner, Town, and vested private parties. The donation of the structure represents a unique opportunity to preserve Milford's historic character, public enjoyment, and revitalization efforts on a former Superfund site. Staff supports the donation of stone structure and recommends that the Board accept the donation.

The Conservation Commission met on September 13, 2018 and upon review and consideration voted unanimously in support of the Board granting the easement. See attached letter of recommendation. The Planning Board will be meeting to discuss this item at their September 25, 2018 scheduled meeting. The Planning Board was scheduled to meet on September 18<sup>th</sup> to discuss and render a recommendation. However, the meeting was postponed due to a lack of quorum (weather related and personal conflicts). It is anticipated that a letter of support will be provided by the Planning Board prior to the next meeting.

Staff recommends that the Board review the request, receive public comments, and then continue the public hearing to October 8th.

**Enclosed, please find the following:**

Attachment 1: Sheets 1 and 2 of the approved site plan and existing conditions plan showing the location of the stone structure.

Attachment 2: Photographs of the stone structure.

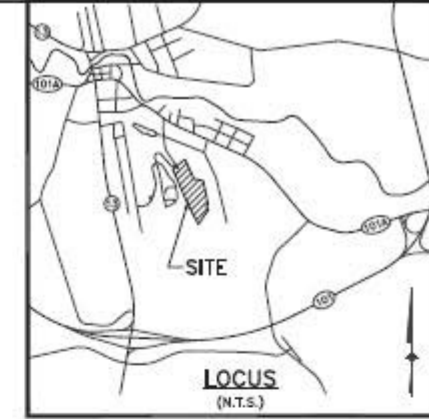
Attachment 3: Keyes Memorial Park – East Entrance Conceptual Master Plan.

Attachment 4: Conservation Commission Letter of Support

# Site Plan

## Tonella Hill Townhomes

TONELLA ROAD  
MILFORD, NEW HAMPSHIRE



**The Dubai Group, Inc.**  
44 Range Road  
Windham, NH 03097  
603-876-9122

Engineers  
Planners  
Surveyors  
TheDubaiGroup.com



**SHEET INDEX:**

- 1 Title Sheet
- 2 Existing Conditions Plan
- 3 Preparation Plan
- 4 Site Overview Plan
- 5 Site Plan
- 6 Grading, Drainage, & Utility Plan
- 7 Landscape Plan
- 8 Landscape Details
- 9 Erosion Control Plan
- 10-13 Construction Details
- 14 Pre-Development Watershed Plan
- 15 Post Development Watershed Plan

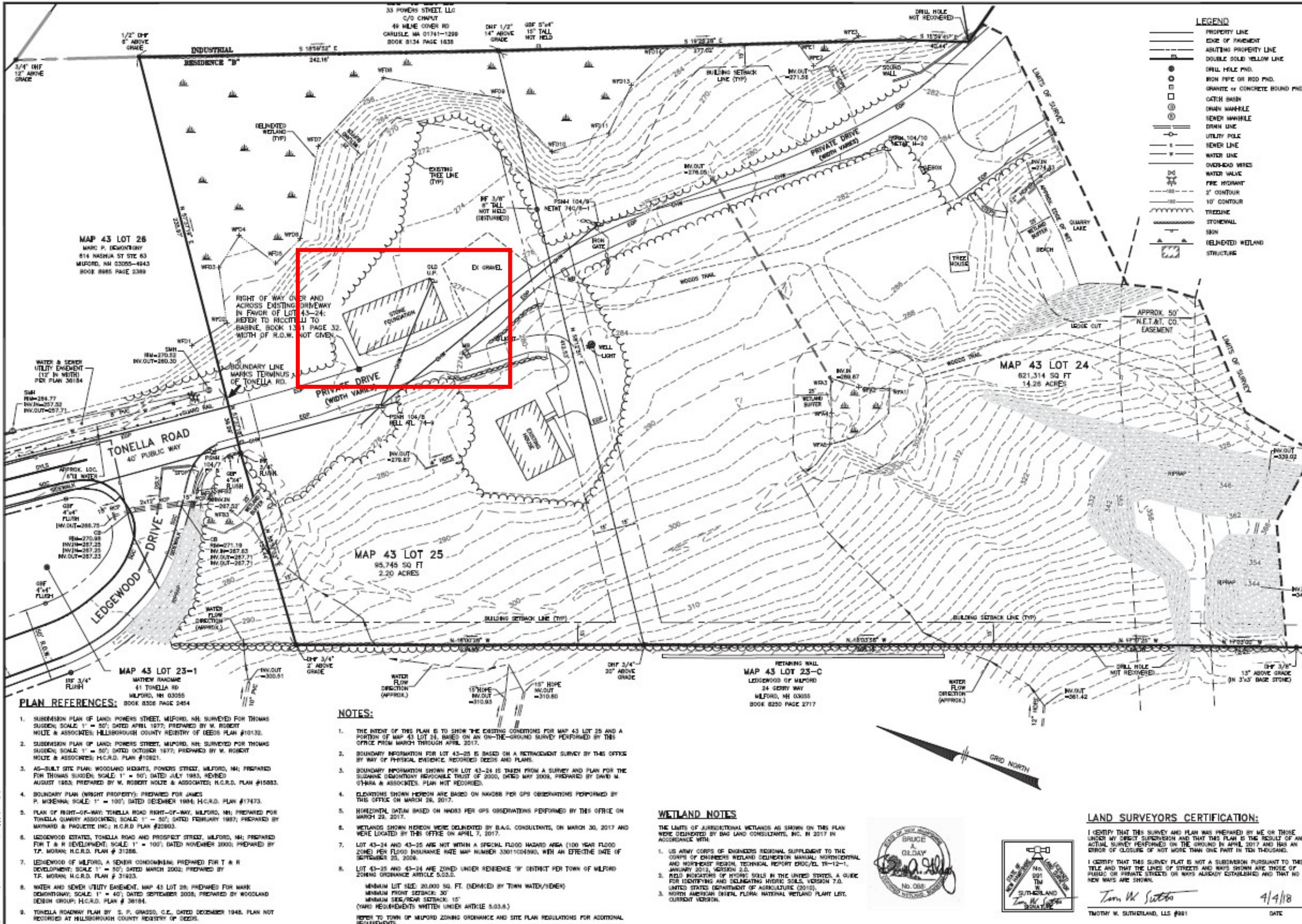
REV	DATE	REVISIONS:	BY:
1	4/4/18	REVISED PER TOWN COMMENTS	JMM
2	4/12/18	REVISED PER CON COMMENT	JMM
3	4/23/18	REVISED PER TOWN COMMENTS	JMM
4	5/15/18	REVISED PER TOWN COMMENTS	DCM

DRAWN BY: JMM  
CHECKED BY: DCM  
DATE: JAN. 29, 2018  
SCALE: NONE  
FILE: 122 SITE COVER  
REVISIONS: -

PROJECT  
**TONELLA HILL TOWNHOMES**  
TONELLA ROAD  
MILFORD, NH 03055

FOR  
**JESSICA HUDSON**  
614 NASHUA ST. SUITE 127  
MILFORD, NH 03055

SHEET TITLE:  
**TITLE SHEET**



**The Dubay Group, Inc.**  
44 Range Road  
Windham, NH 03097  
603-876-1112

Engineers  
Planners  
Surveyors

TheDubayGroup.com



REVISIONS:

REV.	DATE	REVISIONS	BY
1	4/4/18	REV. FOR TOWN COMMENTS	AM

REV.	DATE	REVISIONS	BY

DRAWN BY: MHW  
CHECKED BY: TWS  
DATE: JAN. 29, 2018  
SCALE: 1"=30'  
FILE: 122ms  
(DEED) REF: -

PROJECT:  
**TONELLA HILL TOWNHOMES**  
TONELLA ROAD  
MILFORD, NH 03055

FOR:

JESSICA HUDSON  
614 NASHUA ST. SUITE 127  
MILFORD, NH 03055

SHEET TITLE:  
**EXISTING CONDITIONS PLAN**

PROJECT #122 SHEET 2 of 15

- PLAN REFERENCES:**
- SUBDIVISION PLAN OF LAND: POWERS STREET, MILFORD, NH, SURVEYED FOR THOMAS SUGDEN, SCALE 1" = 50', DATED APRIL 1877, PREPARED BY W. ROBERT WOLFE & ASSOCIATES HILLSBOROUGH COUNTY REGISTRY OF DEEDS PLAN #10132.
  - SUBDIVISION PLAN OF LAND: POWERS STREET, MILFORD, NH, SURVEYED FOR THOMAS SUGDEN, SCALE 1" = 50', DATED OCTOBER 1877, PREPARED BY W. ROBERT WOLFE & ASSOCIATES H.C.R.D. PLAN #10821.
  - AS-BUILT SITE PLAN: WOODLAND HEIGHTS, POWERS STREET, MILFORD, NH, PREPARED FOR THOMAS SUGDEN, SCALE 1" = 50', DATED JULY 1983, REVISED AUGUST 1983, PREPARED BY W. ROBERT WOLFE & ASSOCIATES, H.C.R.D. PLAN #15883.
  - BOUNDARY PLAN (RIGHT PROPERTY): PREPARED FOR JAMES P. MICHEVAL, SCALE 1" = 100', DATED DECEMBER 1984, H.C.R.D. PLAN #17473.
  - PLAN OF RIGHT-OF-WAY, TONELLA ROAD RIGHT-OF-WAY, MILFORD, NH, PREPARED FOR TONELLA QUARRY ASSOCIATES, SCALE 1" = 50', DATED FEBRUARY 1987, PREPARED BY MAYNARD & PAQUETTE INC., H.C.R.D. PLAN #20603.
  - LEDGEWOOD ESTATES, TONELLA ROAD AND PROSPECT STREET, MILFORD, NH, PREPARED FOR T & R DEVELOPMENT, SCALE 1" = 50', DATED NOVEMBER 2000, PREPARED BY T.F. MORAN, H.C.R.D. PLAN # 31268.
  - LEDGEWOOD OF MILFORD, A SENIOR CONDOMINIUM, PREPARED FOR T & R DEVELOPMENT, SCALE 1" = 40', DATED DECEMBER 2008, PREPARED BY T.F. MORAN, H.C.R.D. PLAN # 31423.
  - WATER AND SEWER UTILITY EASEMENT, MAP 43 LOT 28, PREPARED FOR MARK DEMONSTRAND, SCALE 1" = 40', DATED DECEMBER 2008, PREPARED BY WOODLAND DESIGN GROUP, H.C.R.D. PLAN # 36184.
  - TONELLA ROADWAY PLAN BY S. P. GRASSO, C.E., DATED DECEMBER 1945, PLAN NOT RECORDED AT HILLSBOROUGH COUNTY REGISTRY OF DEEDS.

- NOTES:**
- THE INTENT OF THIS PLAN IS TO SHOW THE EXISTING CONDITIONS FOR MAP 43 LOT 25 AND A PORTION OF MAP 43 LOT 24, BASED ON AN ON-THE-GROUND SURVEY PERFORMED BY THIS OFFICE FROM MARCH THROUGH APRIL, 2017.
  - BOUNDARY INFORMATION FOR LOT 43-25 IS BASED ON A RETRACEMENT SURVEY BY THIS OFFICE BY WAY OF PHYSICAL EVIDENCE, RECORDS, DEEDS AND PLANS.
  - BOUNDARY INFORMATION SHOWN FOR LOT 43-24 IS TAKEN FROM A SURVEY AND PLAN FOR THE SUSANNE BENTLEY REVOCABLE TRUST OF 2005, DATED MAY 2009, PREPARED BY DAVID M. O'HARA & ASSOCIATES, PLAN NOT RECORDED.
  - ELEVATIONS SHOWN HEREON ARE BASED ON NAVD83 PER GPS OBSERVATIONS PERFORMED BY THIS OFFICE ON MARCH 29, 2017.
  - HORIZONTAL DATUM BASED ON NAVD83 PER GPS OBSERVATIONS PERFORMED BY THIS OFFICE ON MARCH 29, 2017.
  - WETLANDS SHOWN HEREON WERE DELINEATED BY BAG CONSULTANTS, ON MARCH 30, 2017 AND WERE LOCATED BY THIS OFFICE ON APRIL 7, 2017.
  - LOT 43-24 AND 43-25 ARE NOT WITHIN A SPECIAL FLOOD HAZARD AREA (100 YEAR FLOOD ZONE) PER FLOOD INSURANCE RATE MAP NUMBER 33011C04995, WITH AN EFFECTIVE DATE OF SEPTEMBER 25, 2009.
  - LOT 43-25 AND 43-24 ARE ZONED UNDER RESIDENCE "B" DISTRICT PER TOWN OF MILFORD ZONING ORDINANCE ARTICLE 5.03.5.  
MINIMUM LOT SIZE: 20,000 SQ. FT. (SERVICED BY TOWN WATER/SEWER)  
MINIMUM FRONT SETBACK: 30'  
MINIMUM SIDE/REAR SETBACK: 15'  
(YARD REQUIREMENTS WRITTEN UNDER ARTICLE 5.03.6.)  
REFER TO TOWN OF MILFORD ZONING ORDINANCE AND SITE PLAN REGULATIONS FOR ADDITIONAL REQUIREMENTS.

**WETLAND NOTES**

THE LIMITS OF JURISDICTIONAL WETLANDS AS SHOWN ON THIS PLAN WERE DETERMINED BY BAG LAND CONSULTANTS, INC. IN 2017 IN ACCORDANCE WITH:

- US ARMY CORPS OF ENGINEERS REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DETERMINATION MANUAL, NORTH-CENTRAL AND NORTH-EAST REGION, TECHNICAL REPORT DR-12-1, JANUARY 2012, VERSION 2.0.
- FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES: A GUIDE FOR IDENTIFYING AND DELINEATING HYDRIC SOILS, VERSION 2.0, UNITED STATES DEPARTMENT OF AGRICULTURE (2010).
- NORTH AMERICAN TERRESTRIAL FLORA NATIONAL WETLAND PLANT LIST, CURRENT VERSION.



**LAND SURVEYORS CERTIFICATION:**

I CERTIFY THAT THIS SURVEY AND PLAN WAS PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT THIS PLAN IS THE RESULT OF AN ACTUAL SURVEY PERFORMED ON THE GROUND IN APRIL 2017 AND HAS AN ERROR OF CLOSURE OF NOT MORE THAN ONE PART IN TEN THOUSAND.

I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO THE TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

Tom W. Sutherland 4/4/18  
TIMOTHY W. SUTHERLAND, LLS #991 DATE

Attachment 2: Photographs of the Stone Structure.

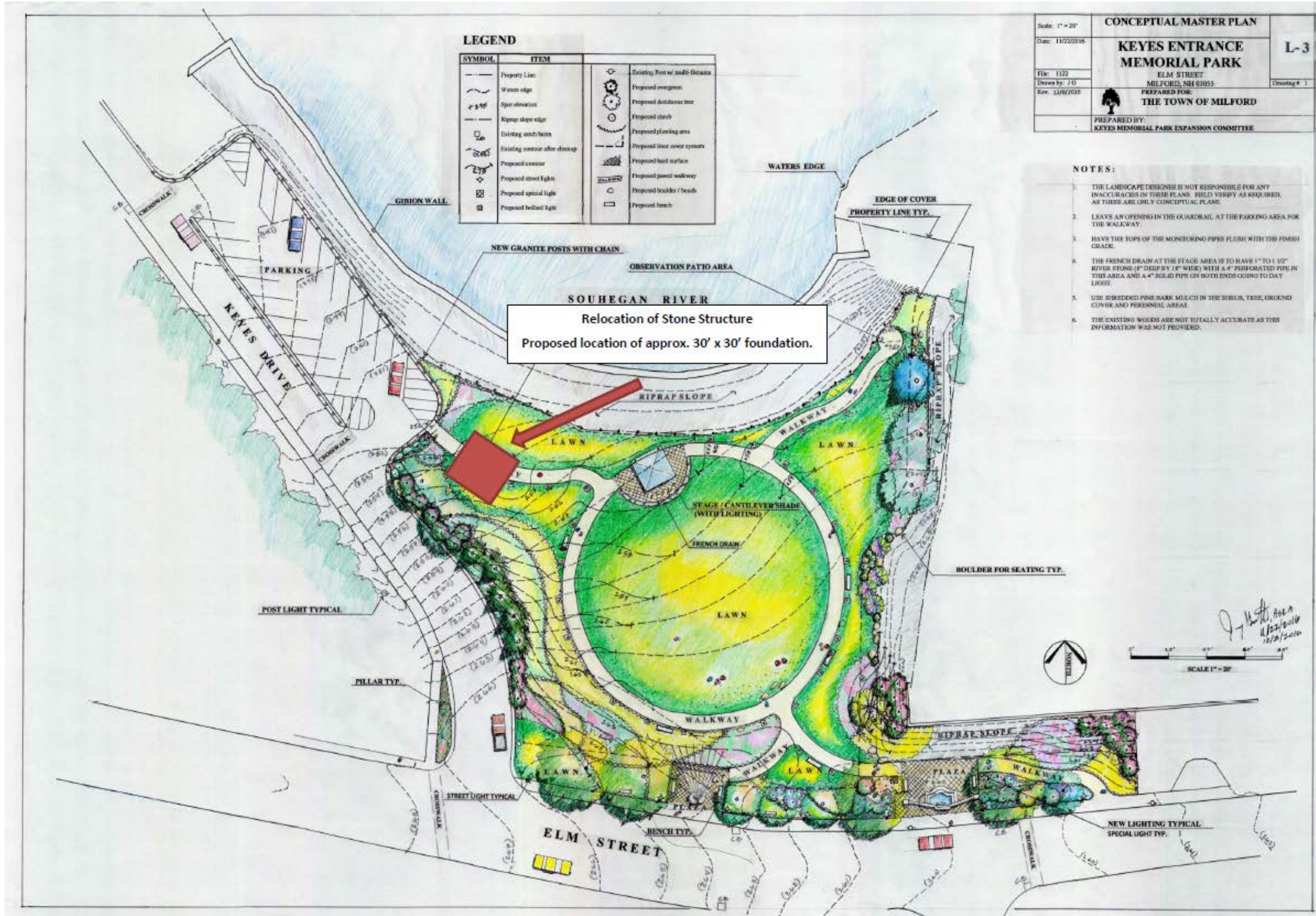


Interior View 1 – Looking East





Attachment 3: Keyes Memorial Park – East Entrance Conceptual Master Plan



## Attachment 4: Conservation Commission Letter of Support

### Town of Milford

Town Hall  
1 Union Square  
Milford, NH 03055-4240  
(603) 249-0600  
Fax (603) 673-2273  
www.milford.nh.gov  
TDD Access:  
Relay NH 1-800-735-2964

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September 19, 2018

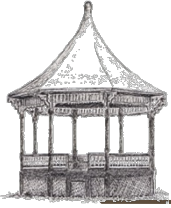
Re: Donation of Stone Structure to the Town

On September 13, 2018, the Milford Conservation Commission considered the donation of the stone structure located on Tax Map 43, Lot 25-1, Tonella Rd. The relocation of the structure to the Keyes Memorial Park property for the enjoyment of the public was viewed as a beneficial use of the structure and the property and the Commission supports acceptance of the donation.

For the Conservation Commission,

A handwritten signature in blue ink, which appears to read 'Fred A. Elkind', is written over the typed name.

Fred A. Elkind  
Environmental Coordinator



TOWN OF MILFORD, NH  
OFFICE OF COMMUNITY DEVELOPMENT

1 UNION SQUARE, MILFORD, NH 03055

TEL: (603)249-0620

WEB: WWW.MILFORD.NH.GOV

**STAFF MEMORANDUM**

**Date:** September 18, 2018  
**To:** Milford Board of Selectmen  
**From:** Lincoln Daley, Community Development Director  
**Project:** North River Road Properties, Tax Map 17, Lot 11-1, 0 Chase Lane.  
Granting of Lot Load Easement Pursuant to RSA 41:14-a Acquisition or Sale of Land, Buildings, or Both.

**PURPOSE:**

North River Road Properties LLC, is the owner of the undeveloped property Tax Map 17, Lot 11-1 located on Chase Lane (see attached Tax Map). The property owner is asking the Town to grant an easement over a portion of Chase Lane (a Town owned road in the Patch Hill Subdivision), the purpose of which is to allow the easement area to serve as area to increase the 'deemed' lot size for purposes of complying with NH Department of Environmental Services (NHDES) Lot Loading requirements. The designed septic system (tank and leach field) for a proposed house will be located entirely within the property boundaries and the Chase Lane right-of-way will not be physically impacted.

In order for the Board to grant the easement over Chase Lane and to record the deed, the Selectmen are required to hold two public hearings in accordance with NH RSA 41:14-a Acquisition or Sale of Land, Buildings, or Both. This will be the first of two public hearings on the proposal. The selectmen's vote shall take place no sooner than neither 7 days nor later than 14 days after the second public hearing which is held.

**BACKGROUND:**

When the previous property owner subdivided the property to create Map 17, Lot 11-1, the plan (Plan No. 35682) contained a note, Note 9, which required that '... New Lot 17-11-1 shall be serviced by municipal water and sewer. ...'. This requirement was inserted in recognition of the minimum lot size in the District, which, pursuant to Section 5.02.4 of the Milford Zoning Ordinance requires 40,000 as a minimum lot size for lots serviced by septic systems.

Municipal sewer and water, while nearby, have not been constructed to serve this lot. The property owner met with the Town's Water & Waste Water Department to discuss options for extending the municipal sewer to the property. Due to the complexities and design challenges involving connecting the two systems, the Department and the property owner determined the most viable option was to seek approval for the construction of an onsite private septic system. However, without municipal water and sewer, this lot is deemed a non-conforming lot. The lot was approved by the Planning Board in 2007 with a condition that it be serviced by municipal utilities and, since that is not the case, the owner would not be able to develop this lot for housing without obtaining a variance from the 40,000 square foot minimum lot size requirement contained in the ordinance.

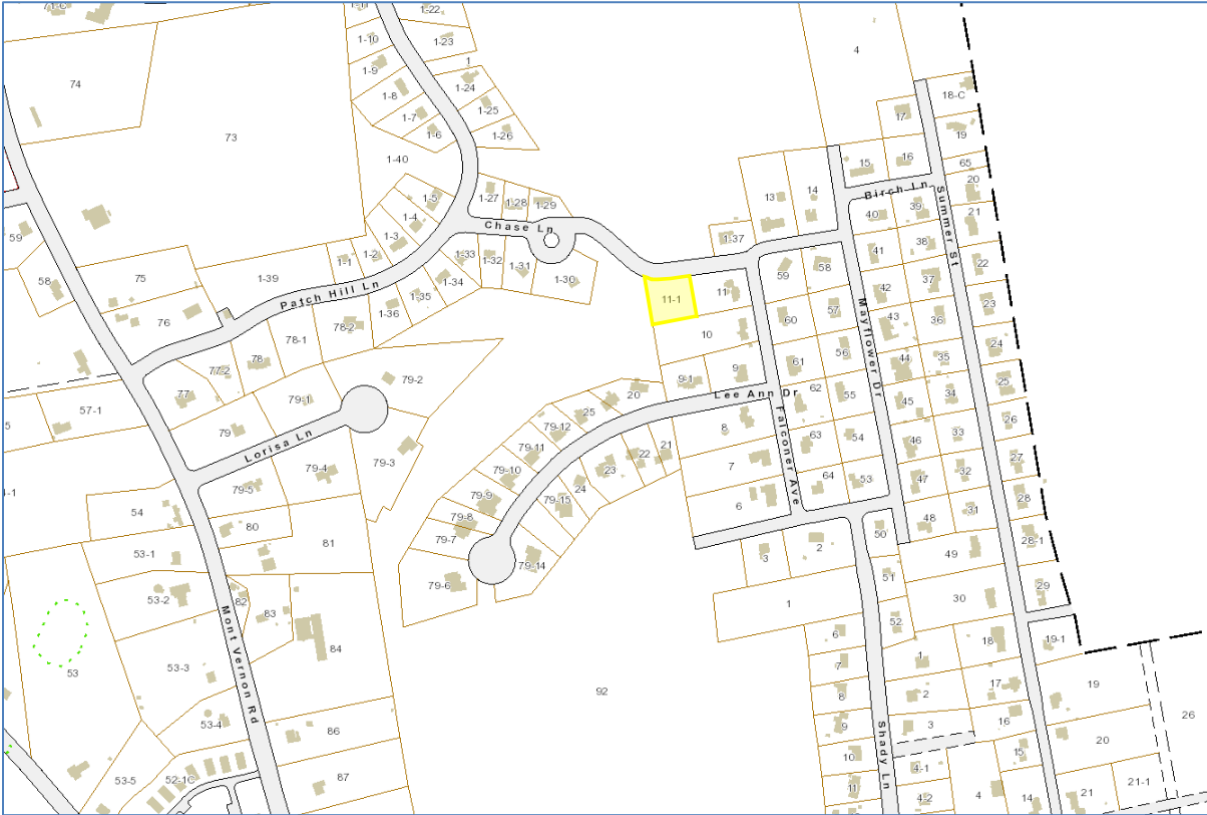
The property owner received the required Variance in April of 2018 and subsequently generated the proposed private sewage disposal system plan and lot loading easement deed (attached). NH DES, Staff, and Town Counsel have reviewed the plan and easement deed. It is my understanding that NH DES is satisfied with the plan and only requires the recordation of deed to formally approve the design. Staff and Counsel are satisfied with the plan and deed.

The Conservation Commission met on September 13, 2018 and upon review and consideration voted unanimously in support of the Board granting the easement. See attached letter of recommendation. The Planning Board will be meeting to discuss this item at their September 25, 2018 scheduled meeting. The Planning Board was scheduled to meet on September 18<sup>th</sup> to discuss and render a recommendation. However, the meeting was postponed to due to a lack of quorum (weather related and personal conflicts).

**RECOMMENDATIONS:**

As stated previously, this is the first of two public hearings. Staff and counsel have no issues or concerns regarding the request. The proposed easement is the direct result of a collaborative process/solution involving the property owner and the Town. Staff recommends that the Board review the request and continue the public hearing to October 8<sup>th</sup>.

# Tax Map of Map 17, Lot 11-1



Please Return to:  
Alexander S. Buchanan, PLLC. #549  
30 Temple Street, Suite 201  
Nashua, NH 03060  
ASB 17-19720

### **EASEMENT DEED**

The **TOWN OF MILFORD**, a New Hampshire municipal corporation, of 1 Union Square, Milford, New Hampshire 03055 (the "Grantor");

For consideration paid, grants to:

**NORTH RIVER ROAD PROPERTIES LLC**, of 215 North River Road, Milford, New Hampshire 03055, as owner of Tax Lot 17-11-1, its successors and assigns (the "Grantee")

With QUITCLAIM COVENANTS, an exclusive Lot Loading Easement located in the Town of Milford, County of Hillsborough and State of New Hampshire, as follows:

#### Easement Area:

That portion of property between Lot 17-11-1 and Chase Lane, and a portion of Chase Lane as identified as "Proposed Lot Loading Easement (8,297 sq. ft.)" on a plan of land entitled, "Proposed Sewage Disposal System Plan Tax map 17, Lot 1-1 Milford, New Hampshire (Chase Lane) prepared for North River Road Properties, LLC 251 North River Road, Milford NH 03055" dated July 27, 2018 by Fieldstone Land Consultants PLLC and recorded in the Hillsborough County Registry of Deeds as Plan # \_\_\_\_\_.

#### Easement Purpose:

The easement granted herein shall be for the purpose of allowing the Grantee to utilize the area of land within the easement area for purposes of calculating the "Lot Loading" requirements for design of a regulatory compliant sewage disposal system for the premises.

Reserving to the Grantor and their licensees, as the owner of the Easement Area, the right to use the said Easement Area for any lawful purpose which does not conflict with the easement granted hereby.

Meaning and intending to describe and convey rights in a portion of the premises granted to the Town of Milford by Patch Hill Development, LLC dated September 3, 2008 and recorded in the Hillsborough County Registry of Deeds at Book 8163, Page 660.

WITNESS its hands this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF MILFORD

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_, Selectman

STATE OF NEW HAMPSHIRE)  
COUNTY OF HILLSBOROUGH)

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, personally appeared \_\_\_\_\_, Selectman for the Town of Milford, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF MILFORD

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_, Selectman

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TOWN OF MILFORD

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TOWN OF MILFORD

\_\_\_\_\_  
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TOWN OF MILFORD

\_\_\_\_\_  
Witness

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STATE OF NEW HAMPSHIRE)  
COUNTY OF HILLSBOROUGH)

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\_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:

# Town of Milford

Town Hall  
1 Union Square  
Milford, NH 03055-4240  
(603) 249-0600  
Fax (603) 673-2273  
www.milford.nh.gov  
TDD Access:  
Relay NH 1-800-735-2964

---



September 19, 2018

Re: Lot Load Easement, Tax Map 17, Lot 11-1, Chase Lane

On September 13, 2018, the Milford Conservation Commission considered the request for an easement from the Town of Milford for the purposes of complying with NHDES lot loading requirements. The Commission concurs that the easement is necessary in order to allow the approval of an onsite waste disposal system and recommends the granting of the easement as requested.

For the Conservation Commission,

A handwritten signature in blue ink, which appears to read "Fred A. Elkind".

Fred A. Elkind  
Environmental Coordinator

MEMORANDUM

DATE: September 24, 2018

TO: Board of Selectmen

CC: Mark Bender

FROM: Marti Noel, Assessor

RE: Intent to Excavate

---

A few weeks ago, Jane Provins, on behalf of Burbee Sand and Gravel, submitted several revised "Intents to Excavate" which were signed by this Board.

When the signed "Intents" were sent to the DRA, the Gravel Tax Appraiser realized she had made an error, requesting a duplicate filing (lot 58-3) rather than a new filing (lot 58-1) for the 2013-2014 filing year.

The "Intent" before you this evening is to correct that error from the previous Department of Revenue request.

Thank You

MEMORANDUM

DATE: September 24, 2018

TO: Board of Selectmen

CC: Mark Bender, Jack Sheehy

FROM: Marti Noel, Assessor

RE: **Jeopardy Tax Warrant**  
**Mobile/Manufactured Home located at:**  
**95 Old Brookline Rd**  
**M 47 Lot 30-A**

---

**80:2-a Relocation of Buildings or Structures.** – No building or structure that is taxed as real estate, except manufactured housing constituting the stock-in-trade of a dealer in the business of selling manufactured housing, shall be moved from the location where it was last taxed unless the owner thereof shall produce and deliver to the person moving the same a receipted tax bill for the tax assessed as of April 1, a certificate from the tax collector of the city or the selectmen of the town that all property taxes owed have been paid in full, or a statement signed by a majority of the board of selectmen or assessors that the same may be relocated without the payment of the assessed taxes. The person or persons moving such building or structure shall hold the receipted tax bill, certificate, or statement from the tax collector or selectmen during the period of transit of the building or structure, and upon arrival at its destination, deliver the same to the owner of the building or structure. Any person who fails to comply with the provisions of this section shall be guilty of a misdemeanor. **Source.** 1983, 230:9. 1992, 128:1. 1995, 28:1, eff. June 23, 1995.

Board members:

The above statute gives authority to the Assessor/Board of Selectmen to create a Jeopardy Tax Warrant, requiring that taxes be paid in full prior removal or demolition of a mobile or manufactured home.

In order to ensure fairness and equity to all tax payers, I am requesting your signatures on this warrant, instructing the tax collector to issue a tax bill for 2018 on this property so that the owner may proceed with the removal and/or demolition of that real estate.

Thank You

Town of  
**Milford, New Hampshire**  
2018  
Jeopardy Property Tax Warrant  
County of Hillsborough  
STATE OF NH

To Kathy Doherty, Collector of Taxes  
For the municipality of Milford, NH

Property Owner: Gorgoglione, Michael S  
95 Old Brookline Rd  
Milford, NH 03055

For Property located at:  
Map 47 Lot 30-A, described as  
Manufactured Housing unit located at 95 Old Brookline Rd

In the name of the State you are hereby directed to collect the taxes in the list herewith  
committed to you, amounting in all to the sum of \$ **650.99** and with interest at

12% per annum after \_\_\_\_\_, thereafter on all sums not paid on or  
before that day.

And we further order a tax collector shall remit all money collected to the town treasurer,  
or to the town treasurer's designee as provided by RSA 41:29, VI, at least on a weekly  
basis, or daily whenever tax receipts total \$1,500 or more.

Given under our hands and seal at \_\_\_\_\_ on Sept 24, 2018

\_\_\_\_\_  
Kevin Federico, Chairman

\_\_\_\_\_  
Gary Daniels

\_\_\_\_\_  
Mike Putnam

\_\_\_\_\_  
Laura Dudziak

\_\_\_\_\_  
Paul Dargie

Board of Selectmen



July 16, 2018

Mr. Owen Provencher, President  
New Hampshire Coalition for Community Media  
P.O. Box 10396  
Bedford, NH 03110-0396

**Re: Decrease in Franchise Fees for New Hampshire Municipalities**

Dear Mr. Provencher:

I am writing in response to your June 21, 2018 letter regarding a decrease in the total franchise fees remitted by Comcast.

Per our review of first quarter 2018 franchise fee payments in the state of New Hampshire, we note that the majority of payments decreased between 4% and 7% from 4<sup>th</sup> quarter 2017, with an average decrease in the state being 5.8%.

Several factors have contributed to the change you have inquired about. These factors include: cyclical changes to ad sales revenue influenced by election cycles, competitive factors, and Comcast's compliance with the new Generally Accepted Accounting Principles (GAAP) pertaining to revenue recognition. With respect to changes in ad sales revenue, in non-election years, advertising revenue will decrease thereby reducing franchise fees. With respect to competitive factors, as you know from ongoing press coverage and trade press, consumers have an increasing number of choices for how they can obtain video content and many of those choices like over-the-top video providers and satellite providers result in a loss of video revenue for Comcast and therefore a reduction in the franchise fees paid.

In addition, effective January 1, 2018, franchise fee payments reflected compliance with the Financial Accounting Standards Board's (FASB) new accounting standard related to revenue recognition. For more information about FASB's revenue recognition standard, which apply industry-wide, please see FASB's informational site, [http://www.fasb.org/jsp/FASB/Page/ImageBridgePage&cid=1176169257359#section\\_3](http://www.fasb.org/jsp/FASB/Page/ImageBridgePage&cid=1176169257359#section_3). The updated standard provides additional guidance on the basis of allocation of revenues received associated with services in a bundle that our customers purchase at a discount. Application of this guidance resulted in a decrease in the allocation to cable services (and thus a reduction in franchise fees) and an increase in the allocation to Internet and telephone services (and thus an increase in the associated taxes and fees). With the new GAAP standards now implemented, future payments should resume the normal pattern of rising or falling based on the other factors identified above (such as subscriber churn and ad sales trends).

Should you have additional questions, please do not hesitate to contact me at 603.224.1871 X 202.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Bryan Christiansen".

Bryan Christiansen, Sr. Manager  
Government & Regulatory Affairs

Cc: Gerry Buckley, Sr. Director - Government & Regulatory Affairs, Comcast  
Joe Lance, Executive Director - Regulatory Accounting, Comcast



## **Granite Town Media Advisory Committee**

BoS Comcast franchise presentation  
Sept 6<sup>th</sup> 2018

### **Franchise Agreement**

Milford has had cable TV since Sept 2003. Originally with Adelphia, transferred to Comcast October 2005 when Adelphia filed bankruptcy. Current agreement expires Sept 7<sup>th</sup> 2018. The franchise agreement is nonexclusive so theoretically another company is able to deliver services in Milford.

The committee reviewed numerous other franchise agreements and developed a wish list and forwarded them to Bryan Christiansen at Comcast. The agreement being presented tonight is the result of that research and interaction.

### **Change, issue summary**

- Renewal franchise agreement based on standard Comcast franchise agreement that has been adopted by the towns of: Bedford, Concord and Rochester. It is similar to but has detail differences from our existing agreement. Committee limited review to mainly technical and financial details.
- Agreement length – most franchise agreements run for 10 years, the existing and draft agreements are 7 years. Given the uncertain future we recommend leaving agreement at 7 years. Draft agreement runs from Sept 8 2018 to Sept 7 2025.
- HD PEG – Comcast does not currently support HD PEG channels in the Boston market. Bedford is the first town in the area trialing HD. We intend to work with Comcast to transition to HD as soon as possible. Comcast is holding out an incentive to qualify for early HD PEG the franchise needs to be 10 years.
- PEG EPG – Comcast does not support electronic program guide (EPG) for PEG channels. EPG encompasses multiple towns and each town may have a different number of PEG channel and assign them differently. As a workaround Mike includes program guide information in the slideshow between programs. The EDU and GOV stream page on the web site include a program guide.
- Comcast coverage map – except for the most sparsely populated parts of town all areas are covered.
- Added 48 hour power failure backup time – this was missing in the draft agreement, but was part of our old agreement.
- GTM fiber link – Comcast provides a dedicated fiber optic link from town hall to the high school so GTM is able to originate programs from either location.
- Bruce Dickerson wants to link municipal building with fiber. Comcast is not willing to provide dedicated dark fiber links between anchor buildings. If we want

- to pursue that capability they offer metro Ethernet service; however that is outside the scope of the franchise agreement.
- Franchise fee is calculated on gross cable revenue. This is a somewhat confusing definition dating from the days when Cable companies only delivered TV. Per FCC rules gross revenue is produced from delivering traditional linear TV services. Milford's fee is currently 3% with a maximum capped by the FCC at 5%. The franchise fee is deposited into a revolving fund dedicated to GTM operations. BoS is able to change the fee during the agreement lifetime.
  - Capital funding – we deleted \$75k (paid over 3 years). Current revenue from franchise fee (~\$170k per year) is enough to cover expected operating expenses and planned capital improvements. Fund balance is \$307k (year end 2017); operating expenses are \$97-102K per year exclusive of capital purchases.

#### **Non-franchise fee Comcast revenue**

- Per Marti Noel the apportioned value of Comcast rights-of-way is \$550k, yielding \$16k in property taxes. This is general revenue.

#### **Risks**

- Franchise fee is based on traditional linear TV. Customer cord cutting, eliminating traditional TV, and opting for video on Internet demand services will reduce this income stream. So far revenue has been pretty constant due to town growth offsetting cord cutting.

#### **Next Steps**

- Citizen outreach meeting – At the last renewal BoS held a public meeting where citizens are able to speak directly to Comcast representatives.
- Have town attorney review the new agreement.
- Modify or approve the new franchise agreement.



**CABLE TELEVISION FRANCHISE**

**GRANTED TO**

**COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/NEW  
HAMPSHIRE/NEW YORK/NORTH  
CAROLINA/VIRGINIA/VERMONT, LLC**

**BY THE**

**BOARD OF SELECTMEN**

**TOWN OF MILFORD,  
NEW HAMPSHIRE**

**TERM: September 8, 2018 – September 7, 2025**

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### AGREEMENT

This Agreement, made this \_\_\_ day of Month, 2018, between the Board of Selectmen of the Town of Milford, NH as statutory Franchising Authority pursuant to RSA: 53-C, and Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC (“Comcast”).

### WITNESSETH

WHEREAS, the Franchising Authority of the Town of Milford, New Hampshire, pursuant to RSA Chapter 53-C and the Cable Act, is authorized to grant one or more nonexclusive, revocable cable television franchises to construct, upgrade, operate and maintain a cable television system within the Town of Milford; and

WHEREAS, On Month XX, 2018, the Franchising Authority conducted a public hearing and there has been opportunity for public comment, pursuant to Section 626(a) of the Cable Act, on Month XX, 2018, to ascertain the future cable-related community needs and interests of Milford; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on the terms and conditions contained in this Franchise Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

## ARTICLE 1

### DEFINITIONS

#### Section 1.1-DEFINITIONS

For the purpose of this Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Milford resident and/or any Persons affiliated with a Milford non-commercial institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Franchisee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Provider: The entity as may be designated from time to time by the Franchising Authority for the purpose of operating and managing Public, Educational and Governmental Access channel capability, facilities, training and programming for Milford Subscribers.

(4) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person, excluding any entity related to the operations of NBC Universal.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(6) Board of Selectmen: The Board of Selectmen of the Town of Milford, New Hampshire.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984)(the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services, which the Franchisee may make available to Subscribers generally.

(9) Cable System or System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-

demand services; or (D) an open video system that complies with Section 653 of the Communications Act, or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(11) Complaint: Complaint: Any written or verbal contact with the Franchisee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Franchisee's control, and (2) requires a corrective measure on the part of the Franchisee.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Milford, New Hampshire.

(14) Digital Terminal Adapter ("DTA") A set-top box deployed by the Franchisee that converts digital service to analog to support video to analog television sets. The DTA can also deliver digital video distribution to digital television sets via the cable input. The DTA does not support Video on Demand services, Digital Video Recorder (DVR) or Premium Services.

(15) Downstream Channel: A channel over which PEG Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) Drop: The cable that connects each home or building to the feeder line of the Cable System.

(17) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(18) Effective Date of Franchise (the "Effective Date"): September 8, 2018.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Franchise: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(21) Franchise Fee: The payments to be made by the Franchisee to the Town, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(22) Franchisee: Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, or any successor or transferee in accordance with the terms and conditions in this Franchise.

(23) Franchising Authority: The Board of Selectmen of the Town of Milford, New Hampshire.

(24) Government Access Channel: A specific channel(s) on the Cable System which is made available for use by the Franchising Authority and/or its designee(s) wishing to present non-commercial government Programming and/or information to the public.

(25) Gross Annual Revenues: All revenues derived by the Franchisee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees;

any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be Cable Services for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales;. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. Gross Annual Revenues shall also include fees paid on Subscriber fees ("Fee on Fee") and home shopping revenues and advertising revenues on a pro-rata basis.

(26) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(27) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for the purpose of either (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

(28) Leased Channel or Leased Access: A video channel which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(29) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(30) Origination Capability: An activated cable and connection to an Upstream Channel, which allows User(s) to transmit a Signal(s) upstream to a designated location.

(31) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(32) Pay Cable or Pay Service(s): Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(33) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(34) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(35) Pedestal: An environmental protection unit used in housing Cable Television System equipment and/or amplifiers.

(36) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.



- (37) Prime Rate: The prime rate of interest at Bank of America, or its successor.
- (38) Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
- (39) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Milford individuals and/or organizations wishing to present non-commercial programming and/or information to the public.
- (40) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.
- (42) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another.
- (43) State: The State of New Hampshire.
- (44) Subscriber: Any Person, firm, corporation or other entity in the Town who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable System.
- (45) Subscriber Network: The Cable System that is owned, operated and maintained by the Franchisee, over which Signals can be transmitted to Subscribers.
- (46) Town: The Town of Milford, New Hampshire.
- (47) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of ownership resulting in a change of control of the Cable System or of this Franchise, to a Person or a group of Persons.
- (48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.
- (49) Upstream Channel: A channel over which PEG Signals travel from an authorized location to the System Headend.
- (50) User: A Person utilizing the Cable System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

## ARTICLE 2

### GRANT OF FRANCHISE

#### Section 2.1-GRANT OF FRANCHISE

Pursuant to the authority of RSA Chapter 53-C of the laws of the State of New Hampshire, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Milford, New Hampshire, as the Franchising Authority of the Town, hereby grants a non-exclusive Cable Television Franchise to the Franchisee, authorizing and permitting the Franchisee to upgrade, install, operate and maintain a Cable System within the corporate limits of the Town of Milford.

This Franchise is subject to the terms and conditions contained in Chapter 53-C of the Laws of New Hampshire; the Cable Act; the regulations of the FCC; and all Town, State and federal statutes and ordinances of general application, all as may be amended during the term of this Franchise.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Milford within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of New Hampshire and the Town of Milford. In exercising rights pursuant to this Franchise, the Franchisee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Franchise does not establish priority for use over other present or future permit holders or the Town's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

#### Section 2.2-TERM OF FRANCHISE

The term of this Franchise shall be for seven (7) years, commencing on **September 8**, 2018 and expiring on **September 7**, 2025, unless sooner terminated as provided herein.

#### Section 2.3-NON-EXCLUSIVITY OF THE FRANCHISE

(a) This Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town of Milford; or the right of the Franchising Authority to permit the use of the Public Ways and places of the Town for any lawful purpose whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(b) Pursuant to RSA Chapter 53-C: 3-b(I), the grant of any additional Cable Television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Franchise.

#### Section 2.4-POLICE AND REGULATORY POWERS

By executing this Franchise, the Franchisee acknowledges that its rights are subject to the powers of the Town to adopt and enforce generally applicable by-laws necessary to the safety and welfare of the public. The Franchisee shall comply with all generally applicable DPW regulations, and any generally applicable ordinances enacted by the Town. Any conflict between the terms of this Franchise and any

present or future lawful exercise of the Town's police and generally applicable regulatory powers shall be resolved by a court of appropriate jurisdiction.

**Section 2.5-REMOVAL OR ABANDONMENT**

Upon termination of this Franchise by passage of time or otherwise, and unless (1) the Franchisee renews its franchise for another term or (2) the Franchisee Transfers the Cable Television System to a transferee approved by the Franchising Authority, the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

**Section 2.6-AMENDMENT BY MUTUAL AGREEMENT**

This Franchise may only be amended by the mutual agreement of the Franchising Authority and the Franchisee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Franchise.

Draft

### ARTICLE 3

#### TRANSFER AND ASSIGNMENT OF FRANCHISE

##### Section 3.1-TRANSFER OF THE FRANCHISE

(a) Subject to applicable law and compliance with the provisions in this Section 3.1, neither this Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefor on forms prescribed by the FCC.

(b) The application for consent to a Transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c) The Franchisee shall submit to the Franchising Authority an original and two (2) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment). The request for approval of Transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is scheduled by the Franchising Authority, in writing, in a timely manner, or requested by the Franchisee, in writing, in a timely manner, to consider the written request for Transfer. The Franchising Authority shall complete review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless both parties hereto agree to an extension of time.

(e) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).

(f) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Franchise.

##### Section 3.2-EFFECT OF UNAUTHORIZED ACTION

(a) The taking of any action in violation of Section 3.1 herein shall be null and void, and shall be deemed a material breach of this Franchise.

(b) If the Franchising Authority denies its consent to any such action and a Transfer has nevertheless occurred, the Franchising Authority may revoke and terminate this Franchise.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**Section 3.3-NO WAIVER OF RIGHTS**

The consent or approval of the Franchising Authority to any assignment, lease, Transfer or sublease of the Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Franchise.

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## ARTICLE 4

### SYSTEM DESIGN

#### **Section 4.1-SUBSCRIBER NETWORK**

(a) In accordance with the requirements of Article 5, the Franchisee shall construct, operate, maintain and make available to all residents of the Town a Subscriber Network of at least 750 MHz.

(b) The Franchisee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Franchisee in stereo.

(c) The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

#### **Section 4.2-EMERGENCY ALERT SYSTEM**

The Subscriber Network shall be in compliance with the FCC's Emergency Alert System ("EAS") regulations and in accordance with applicable New Hampshire laws and/or regulations.

#### **Section 4.3-PARENTAL CONTROL**

The Franchisee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

#### **Section 4.4 -STANDBY POWER**

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of forty-eight (48) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure.

**ARTICLE 5**

**CONSTRUCTION, INSTALLATION, LINE EXTENSION  
AND MAINTENANCE STANDARDS**

**Section 5.1-SERVICE AVAILABILITY**

(a) The Franchisee shall make its Cable System Service available to all residents of the Town, within fifteen (15) days of a request therefor, subject to paragraph (b) and Section 5.2 and Section 5.3 below and provided that the Franchisee is able to obtain any necessary easements and/or permits.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto. The Franchisee may charge residents located more than 200 aerial feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Franchisee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 200 aerial feet from the existing Trunk and Distribution system.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred feet (200') of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface. Underground installations within two hundred feet (200') of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment in addition to the standard installation charge. Installations more than two hundred feet (200') from existing Cable System plant requiring Trunk and Distribution System construction or involving hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment in addition to the standard installation charge.

(d) Consistent with Section 5.1(b) above, the Cable Television System shall be extended automatically, at the Franchisee's sole cost and expense, to any and all areas of the Town's Public Ways containing thirty (30) dwelling units or more per aerial or underground mile of Cable System plant or fractional proportion thereof in non-underground housing development areas of the Town. The Franchisee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting dwelling units no later than sixty (60) days after all necessary permits are obtained, subject to weather, Force Majeure, and the performance of make ready.

(e) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 5.1(d) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs extending service to dwelling units in an area along the Public Ways that meets the thirty (30) dwelling units per aerial or underground mile of cable plant and/or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

\* C equals the cost of construction of new plant from existing Cable System plant;

\* LE equals the number of dwelling units requesting in the line extension area and who subsequently pay a contribution in aid;

\* CA equals the average cost of construction per mile in the primary service area;

\* P equals the thirty (30) dwelling units per aerial or underground mile of aerial plant; and

\* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(f) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the Town requiring the undergrounding of Cable System plant. The Franchisee shall construct and install Cable System plant at Franchisee's cost and expense in any such new development provided that a minimum of fifteen (15) homes therein are constructed and that the Franchisee is able to access open trenches for deployment of Cable System plant.

#### **Section 5.2-LOCATION OF CABLE TELEVISION SYSTEM**

The Franchisee shall operate and maintain the Cable Television System within the Town of Milford. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable Town ordinances and regulations.

#### **Section 5.3-UNDERGROUND FACILITIES**

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Franchisee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town ordinances, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes shall be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

#### **Section 5.4-TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Franchisee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Franchisee shall comply with all generally applicable rules and/or regulations established by the Franchising Authority or its designee during the term of this Franchise regarding tree and/or root trimming and/or pruning.

#### **Section 5.5-RESTORATION TO PRIOR CONDITION**

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising



Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

#### **Section 5.6-TEMPORARY RELOCATION**

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the party requesting such move. The Franchisee shall be given reasonable notice necessary to maintain continuity of service.

#### **Section 5.7-DISCONNECTION AND RELOCATION**

The Franchisee shall, without charge to the Franchising Authority and/or the Town, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

#### **Section 5.8-SAFETY STANDARDS**

The Franchisee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the FCC, all applicable building codes and land use restrictions as the same exist or may be amended hereafter.

#### **Section 5.9-PEDESTALS**

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable regulations of the Town; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 5.12 below.

#### **Section 5.10-PRIVATE PROPERTY**

The Franchisee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Franchising Authority or the affected Subscriber(s).

#### **Section 5.11-RIGHT TO INSPECTION OF CONSTRUCTION**

(a) The Franchising Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Franchise in order to ensure compliance with the terms and conditions of this Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations, except in emergency situations.

(b) Any inspections conducted by the Franchising Authority and/or its designee(s) shall be at the sole cost and expense of the Town and shall have the prior written approval of the Franchisee, which approval shall be given in a timely manner and which approval shall not be unreasonably denied or withheld. Unless otherwise mutually agreed upon, the Town shall give at least fourteen (14) days prior notification to the Franchisee of its intention to conduct any inspection. The Franchisee shall be afforded the opportunity to be present during all such inspections.

**Section 5.12-CABLE SYSTEM MAPS**

(a) Upon written request, the Franchise shall file with the Franchising Authority strand maps of the Cable System plant. Said strand maps shall include the routing of the Cable System, including all underground and aerial plant.

(b) Upon written request, the Franchisee shall make available to the Franchising Authority for inspection “as-built” maps of all Cable System plant at a mutually-agreeable location in Milford.

**Section 5.13-COMMERCIAL ESTABLISHMENTS**

The Franchisee shall make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as lawfully established by the Franchisee, in accordance with applicable law(s) and/or regulation(s).

**Section 5.14-SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System, only during periods of minimal use and, if practical, only after a minimum of twenty-four (24) hour notice to all affected Subscribers.

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## ARTICLE 6

### SERVICES AND PROGRAMMING

#### Section 6.1-BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable System serving the Town pursuant to applicable statute or regulation.

#### Section 6.2-PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 1** attached hereto and made a part hereof.

(b) The Franchisee shall provide the Franchising Authority and all Subscribers with thirty (30) days advance written notice of any change in its Milford Programming line-up, if the change is within the control of the Franchisee.

#### Section 6.3-LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

#### Section 6.4-CABLE COMPATIBILITY

The Franchisee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

#### Section 6.5-CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers, if practical, in advance.

#### Section 6.6-FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Franchisee shall, upon written request, provide and maintain one (1) standard aerial installation Subscriber Cable Drop of 200 feet, (1) Outlet and monthly Basic Service to public schools, public libraries and other public buildings along the Cable System Trunk and Distribution System included in **Exhibit 2**, attached hereto and made a part hereof, and any other public buildings and schools as designated by the Franchising Authority. The Franchisee shall coordinate the location of each Drop and Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the standard installation and provision of monthly Basic Service and related maintenance.

(b) The Franchisee shall supply one (1) Digital Transport Adapter for each Outlet, if necessary, without charge to the Town, for the reception of monthly Basic Service. The Franchisee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Franchisee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such Drops and Outlets, prior to any such installation. The Franchisee shall provide installation of such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority, subject to Force Majeure. (d) The Franchisee shall supply the same nu listed in **Exhibit 2**, attached hereto, and up to three (3) Converters at each location not showing any DTA's.

## ARTICLE 7

### PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS AND CAPITAL FUNDING

#### Section 7.1-PEG ACCESS PROGRAMMING

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the Town.

#### Section 7.2-PEG ACCESS CHANNELS

(a) The Franchisee shall make available to the Franchising Authority and/or its designee(s) three (3) Downstream Channels for Milford PEG Access use, as follows:

(b) The Franchisee shall provide the three (3) activated Downstream Channels, as of the Effective Date, for PEG Access use in standard digital (“SD”) format in the Franchisee’s Basic Service, the Franchising Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in SD format to the demarcation point at the designated point of origination for the PEG Access Channel(s). The Franchisee shall distribute the PEG Access Channels Signal(s) on its Cable System in SD format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

(c) In order to provide PEG Access Programming to subscribers, Franchisee and Franchising Authority shall utilize one of the following three methods of bringing PEG Access programming content onto the System:

1. from a Town identified and designated point of demarcation;
2. via direct connections provided by Franchisee from specified PEG origination locations as set forth below in Section 7.3; or

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or PEG Access Users.

(e) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel(s), once established, without the advance, written notice to the Franchising Authority and/or its designee(s); such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.

(f) The Franchising Authority and/or its designee(s) shall be responsible for the picture quality of PEG Access Programming at the input of the video transmitters that will be permanently located at each origination location listed below, which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the Franchising Authority's and/or its designee(s) end-user equipment. The Franchisee may require access to said video transmitter(s) for the purpose of testing, maintaining, and/or adjusting output levels of the video transmitter; the Franchisee shall test and adjust the levels of such output as reasonably needed to ensure good picture quality. The Franchisee may request that the Franchising Authority and/or its designee(s) first test and determine if end-user equipment is the source of any apparent Signal problems.

### **Section 7.3-ORIGINATION POINTS**

Milford Town Hall, 1 Union Square  
Milford High School, 100 West Street

### **Section 7.4-EQUIPMENT OWNERSHIP AND MAINTENANCE**

The Town shall own and maintain (i) all PEG Access equipment in its possession, as of the Effective Date of this Franchise and (ii) all PEG Access equipment purchased with funding pursuant to this Franchise.

### **Section 7.5-PEG ACCESS CHANNEL(S) MAINTENANCE**

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Franchisee shall make available a copy of its most recent annual performance tests.

### **Section 7.6-CENSORSHIP**

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

### **Section 7.7-PEG ACCESSCABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be encoded and then transmitted from the PEG Access Origination Locations specified herein to the Headend or Hub, where such PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or its designee(s). The Franchisee shall not charge the Franchising Authority and/or its designee(s) for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream PEG Access Signals from the Town and/or its designee(s) to the designated Downstream PEG Access Channel(s). Nothing

hereinshall require the Franchisee to provide any other switching equipment or any other end-user equipment.

(d) In accordance with applicable law, the Franchisee reserves the right to pass- through or line-item costs associated with this Franchise, including the provision of PEG Access Programming to Subscribers.

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## ARTICLE 8

### FRANCHISE FEES

#### Section 8.1-FRANCHISE FEE PAYMENTS

- (a) The Franchisee shall provide an annual payment to the Access Provider, for PEG Access use, equal to three percent (3%) of the Franchisee's Gross Annual Revenues. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations.
- (b) Said Franchise Fee payments shall be made to the Access Provider on a quarterly basis.
- (c) The first quarterly payment to the Franchise Authority shall be based on the period from September 8, 2018 through September 30, 2018 and shall constitute three percent (3%) of the Franchisee's Gross Annual Revenues. Said first quarterly payment shall then be due and payable to the Franchise Authority no later than forty-five (45) days after the end of said quarterly period, or no later than November 15, 2018. The second quarterly payment to the Access Provider shall be based on the three (3) months from October 1, 2018 through December 31, 2018, and shall constitute three percent (3%) of the Franchisee's Gross Annual Revenues. Said second payment shall then be due and payable to the Franchise Authority no later than February 15, 2019. Thereafter, the Franchisee's three percent (3%) payments to the Franchise Authority shall continue to be made on the quarterly basis based on the above-referenced three (3) month accounting periods and subsequent forty-five (45) day due dates. The final payment shall be based on the period from August 1, 2028 through September 7, 2025, and shall constitute three percent (3%) of the Franchisee's Gross Annual Revenues. Said final payment shall then be due and payable no later than forty-five (45) days after the end of said period.
- (d) The Franchising Authority shall have the option, to be exercised by vote of the Board of Selectmen at a public meeting, and made known to Franchisee in writing, to increase or decrease the Franchise Fee as described herein, not to exceed five percent (5%) of Gross Annual Revenue as defined herein. The Franchisee shall have (90) days to implement the request.
- (e) The Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any other fees or payments required by applicable law; (iii) any interest due herein to the Town because of late payments. Pursuant to Section 622(f) of the Cable Act, the Franchise Fee may appear as a line-item on subscriber bills.
- (f) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee, shall pay the Town an amount equal to 1% of such Person's Gross Annual Revenues. If the Franchisee collects revenues for said Person, then the Franchisee shall collect said 1% payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Town. If the Franchisee does not collect the revenues for a Person that distributes any Service over the System, then the Franchisee shall notify any such Person of this 1% payment requirement and shall notify the Town of such use of the Cable System by such Person(s).
- (g) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at two percent (2%) above the Prime Rate.

### **Section 8.2-OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Franchisee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person. The Franchisee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee payments in accordance with applicable federal law.

### **Section 8.3-LATE PAYMENT**

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this Section 8.3 shall not be deemed to be part of the Franchise Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

### **Section 8.4-RECOMPUTATION**

(a) Tender or acceptance of any payment required herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the Franchising Authority and shall occur in no event later than two (2) years after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchising Authority shall notify the Franchisee of such belief in writing and the Franchisee shall have thirty (30) days from receipt of such written notification to provide the Franchising Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

### **Section 8.5-AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Milford.

### **Section 8.6-METHOD OF PAYMENT**

All Franchise Fee payments by the Franchisee to the Franchising Authority pursuant to this Franchise shall be made payable to the Town.



## ARTICLE 9

### RATES AND CHARGES

#### **Section 9.1-RATE REGULATION**

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

#### **Section 9.2-NOTIFICATION OF RATES AND CHARGES**

(a) The Franchisee shall file with the Franchising Authority schedules which shall describe all Services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto. The Franchisee shall notify all Subscribers and the Franchising Authority of any impending rate increases no later than thirty (30) days prior to such increase(s) and provide each Subscriber with a schedule describing existing and proposed rates for each Service offered; provided, however, that this Section 9.2 shall not prohibit the Franchisee from offering or discontinuing promotional discounts upon less than thirty (30) day notice. No rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase to either downgrade Service or terminate Service altogether without any additional charge.

(c) At least once a year during the term of this Franchise, the Franchisee shall distribute a written rate brochure to all Milford Subscribers, which brochure shall list the lowest cost of Cable Service.

#### **Section 9.3-PUBLICATION AND NON-DISCRIMINATION**

All rates for subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

#### **Section 9.4-CREDIT FOR SERVICE INTERRUPTION**

Under Normal Operating Conditions, in the event that the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Franchisee shall grant such Subscriber upon request a pro rata credit or rebate in compliance with applicable law(s).

## ARTICLE 10

### INSURANCE AND BONDS

#### Section 10.1-INSURANCE

From the Effective Date and at all other times during the term of the Franchise, including the time for removal of facilities provided for herein, the Franchisee shall obtain, pay all premiums for, and file with the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

- (1) A comprehensive general liability policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, and employees as additional insured on a primary and noncontributory basis for all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death or property damage in any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Overall limits of liability may be met through any combination of primary and excess liability insurance policies.
- (2) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:
  - (a) One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, consequent death and property damage per occurrence;
- (3) Worker's Compensation and Employer's Liability in the minimum amount of:
  - (a) Statutory limit for Worker's Compensation; and
- (4) The following conditions shall apply to the insurance policies required herein:
  - (a) Such insurance shall commence no later than the Effective Date of this Franchise.
  - (b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
  - (c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.
  - (d) The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Franchise under which the Town may immediately suspend operations under this Franchise, subject to the provisions of Section 12.1 herein.

#### Section 10.2-PERFORMANCE BOND

(a) The Franchisee shall obtain and maintain at its sole cost and expense throughout the entire term of the Franchise a faithful performance bond running to the Town, with good and sufficient surety Franchised to do business in the State of New Hampshire in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Franchise.

(b) The performance bond shall be effective throughout the term of the Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 and 12.2 infra.

(c) The performance bond shall be a continuing obligation of this Franchise. In the event that the Town recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$100,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto or any damages recovered thereunder shall limit the liability of the Franchisee under the Franchise.

**Section 10.3-REPORTING**

The Franchisee shall submit to the Franchising Authority, or its designee(s), upon written request, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

**Section 10.4-INDEMNIFICATION**

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority. Any settlement requiring Town remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied

## ARTICLE 11

### ADMINISTRATION AND REGULATION

#### Section 11.1-REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Franchising Authority shall enforce the Franchisee's compliance with the terms and conditions of this Franchise. The Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

#### Section 11.2-PERFORMANCE EVALUATION HEARINGS

(a) The Franchising Authority may hold a performance evaluation hearing during each year of this Franchise. The Franchisee shall be provided timely notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance with the terms and conditions of this Franchise, customer service and Complaint response, and PEG Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with reasonable, advance notice regarding the hearing date and compliance matters.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Franchise including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall cooperate fully with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Franchise, the Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra. The Franchisee shall subsequently respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

#### Section 11.3-NONDISCRIMINATION

The Franchisee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Franchise.

#### Section 11.4-EMERGENCY REMOVAL OF PLANT

If, in case of fire or disaster in the Town at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Franchisee.

#### Section 11.5-REMOVAL AND RELOCATION

The Franchising Authority shall have the authority at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the authority to remove or relocate the same,

which cost the Franchisee shall reimburse to the Town.

**Section 11.6-JURISDICTION**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

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## ARTICLE 12

### DETERMINATION OF BREACH, LIQUIDATED DAMAGES-FRANCHISE REVOCATION

#### Section 12.1-DETERMINATION OF BREACH

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have sixty (60) days from the receipt of such notice to:

(b) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(c) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure any such default and reporting the Franchisee's progress until any such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with the Franchisee's response(s) or the Franchisee's efforts to cure, the Franchising Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Franchise.

(e) In the event that the Franchising Authority, after such hearings, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies, by written notice to the Franchisee:

- i. seek specific performance of any provision of the Franchise which reasonably lends itself to such remedy as an alternative to damages;
- ii. commence an action at law for monetary damages;
- iii. foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- iv. declare the Franchise to be revoked subject to Section 12.4 below and applicable law;
- v. invoke any other remedy available to the Town.

#### Section 12.2-LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee received written notice, by certified mail, of the provision or provisions which the Franchising Authority believes are in default, provided that the Franchising Authority made a determination of default pursuant to Section 12.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 4.1 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such

non-compliance continues.

(2) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of this Renewal Franchise in accordance with Article 3 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access Channel and remote origination location requirements in Article 7 herein, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.4 infra, and Exhibit 4 attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(5) For failure to provide, install and/or fully activate the Subscriber Network and/or Outlets in accordance with Section 6.7 herein and/or Exhibit 2, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal Franchise and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Franchising Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

### **Section 12.3-REVOCATION OF THE FRANCHISE**

In the event that the Franchisee fails to comply with any material provision of this Franchise, the Franchising Authority may revoke the Franchise granted herein, subject to the procedures of Section 12.1 above and applicable law.

### **Section 12.4-TERMINATION**

The termination of this Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; or (iii) the expiration of the term of this Franchise, unless the Franchisee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

### **Section 12.5-NOTICE TO OTHER PARTY OF LEGAL ACTION**

In the event that either party intends to take legal action against the other party for any reason, such moving party shall first, except where injunctive relief is sought, (i) give the other party at least forty-five (45) day notice that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

**Section 12.6-NON-EXCLUSIVITY OF REMEDY**

No decision by the Franchising Authority or the Town to invoke any remedy under the Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

**Section 12.7-NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Franchising Authority to exercise, and no delay in exercising, any right in this Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Franchise shall impair any of the rights of the Franchising Authority under applicable law, subject in each case to the terms and conditions in this Franchise.

(c) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.

(d) Acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.



## ARTICLE 13

### SUBSCRIBER RIGHTS & CONSUMER PROTECTION

#### Section 13.1-TELEPHONE ACCESS

(a) The Franchisee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(1)(A)-(D).

(b) The Franchisee's business-customer service office shall have a publicly listed local or toll-free telephone number.

#### Section 13.2-CUSTOMER CALL CENTER

(a) The Franchisee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

#### Section 13.3-FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309

#### Section 13.4-BUSINESS PRACTICE STANDARDS

The Franchisee shall provide the Franchising Authority and all of its Subscribers with the following information:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing and Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions; and
- (x) Security Deposits.

#### Section 13.5-COMPLAINT RESOLUTION PROCEDURES

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Franchising Authority, which shall within ten (10) days, forward copies of such complaints to the Franchisee. Franchisee will comply with RSA 53-C:3-d and RSA 53-C:3-e.

#### Section 13.6-CONSUMER SALES STANDARDS

At the time of initial solicitation or installation of service, the Franchisee shall provide written information to the prospective customer that lists (i) all rates and charges for all levels of Service; (ii) all tiers and other programming packages with a listing of channels or Services; and (iii) billing policies and procedures.

#### Section 13.7-BILLING PRACTICES INFORMATION AND PROCEDURES

(a) Billing procedures shall be as follows:

- (i) The Franchisee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.
- (ii) The Franchisee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

- (iii) Subscribers shall have thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning said bill.
- (iv) In the event that a bona fide billing dispute arises, the Franchisee shall respond to each Complaint within fifteen (15) days of receiving a written notification of said dispute from the Subscriber and shall make its best efforts to resolve each dispute within forty-five (45) days of receiving a written notification of said dispute from said Subscriber. If said dispute cannot be settled within the forty-five (45) day period and/or the results of the Franchisee's investigation into said dispute are unacceptable to the Subscriber, the Franchisee shall notify, and deliver to, the affected Subscriber its proposed resolution of the dispute
- (v) The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Franchisee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Franchisee of said dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

#### **Section 13.8-DISCONNECTION AND TERMINATION OF CABLE SERVICES**

In no event shall the Franchisee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency, which may be as part of a monthly bill. Disconnection and/or termination of Cable Services shall be subject to applicable federal and/or State law(s) and regulation(s).

#### **Section 13.9-CHANGE OF SERVICE**

(a) Upon notification by a Subscriber to disconnect or downgrade Service, the Franchisee shall cease and/or adjust said Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall said Subscriber be charged for Service(s) requested to be changed after the Franchisee is notified of said change(s). In the event that

(b) Subscribers request disconnection or downgrade of Service(s), the Franchisee's charges, if any, shall comply with applicable federal law or regulation.

#### **Section 13.10-EMPLOYEE AND AGENT IDENTIFICATION CARDS**

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Franchisee.

#### **Section 13.11-PROTECTION OF SUBSCRIBER PRIVACY**

The Franchisee shall comply with applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act and regulations adopted pursuant thereto.

#### **Section 13.12-PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Franchisee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

## ARTICLE 14

### REPORTS, AUDITS AND PERFORMANCE TESTS

#### Section 14.1-GENERAL

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the Town any information regarding the Franchisee, its business and operations, or any Affiliated Person, with respect to the Cable System, any Service, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of this Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the Town Solicitor for a determination of the validity of the Franchisee's claim of a proprietary interest. If the Town Solicitor agrees that the material is of a proprietary nature, the information furnished shall not be a public record, but the Franchisee shall make it available, on its premises, to the Franchising Authority, at times convenient for both parties. The Franchisee may require the Franchising Authority and/or its representatives to execute a confidentiality agreement before making any such information available. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

#### Section 14.2-SUBSCRIBER COMPLAINT LOG

(a) The Franchisee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years.

(b) Such record(s) shall contain the following information for each Complaint received:

- (i) Date, time and nature of the Complaint;
- (ii) Investigation of the Complaint; and
- (iii) Manner and time of resolution of the Complaint.
- (iv) If the Complaint regards equipment malfunction or the quality of reception, the Franchisee shall file a report to the Franchising Authority, upon written request, indicating the corrective steps it has taken, with the nature of the problem stated.
- (v) Upon written request, the Franchisee shall make available to the Franchising Authority records of such Complaints, as allowed by applicable law.

#### Section 14.3-INDIVIDUAL COMPLAINT REPORTS

The Franchisee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

#### Section 14.4-ANNUAL PERFORMANCE TESTS

Upon request, the Franchisee shall provide copies of its Milford Cable System performance tests to the Franchising Authority in accordance with applicable FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq.

#### Section 14.5-QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the

Franchising Authority, setting forth in detail its explanation of the problem(s).

**Section 14.6-DUAL FILINGS**

(a) Upon written request, and pursuant to Section 14.1(b), the Franchisee shall make available to the Town, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Cable System operation hereunder, it shall immediately notify the other party in writing of said request, petition or waiver.

**Section 14.7-ADDITIONAL INFORMATION**

At any time during the term of this Franchise, upon the reasonable written request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to the Franchise, subject to Section 14.1 supra.

**Section 14.8-INVESTIGATION**

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency as it related to Franchisee's compliance with the terms and conditions of this Franchise Agreement.

**Section 14.9-ANNUAL TOWN REVIEW**

At the Town's request, the Franchisee shall attend annual meetings with authorized Town official(s) to review compliance with the terms of this Franchise and matters of interest to either party. No later than five (5) days prior to such meeting either party may submit a list of items to be reviewed.

**ARTICLE 15**

**EMPLOYMENT**

**Section 15.1-EQUAL EMPLOYMENT OPPORTUNITY**

The Franchisee shall comply with all applicable State and federal laws regarding Equal Employment Opportunity.

**Section 15.2-NON-DISCRIMINATION**

The Franchisee shall adhere to all federal, State and local laws prohibiting discrimination in employment practices.

Draft

## ARTICLE 16

### MISCELLANEOUS PROVISIONS

#### **Section 16.1-ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

#### **Section 16.2-CAPTIONS**

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Franchise. Such captions shall not affect the meaning or interpretation of the Franchise.

#### **Section 16.3-SEPARABILITY**

If any section, sentence, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Franchise.

#### **Section 16.4-ACTS OR OMISSIONS OF AFFILIATES**

During the term of this Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

#### **Section 16.5-FRANCHISE EXHIBITS**

The Exhibits to this Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Franchise.

#### **Section 16.6-WARRANTIES**

The Franchisee warrants, represents and acknowledges, that, as of the Effective Date of this Franchise:

- (a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of New Hampshire;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Franchise, to enter into and legally bind the Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise; and
- (c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Franchise.

#### **Section 16.7-FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity;

storms; floods; washouts; droughts; civil disturbances; explosions; strikes; hazardous safety conditions; and unavailability of essential equipment and/or materials beyond the control of the Franchisee, the Franchising Authority and/or the Town.

**Section 16.8-APPLICABILITY OF FRANCHISE**

All of the provisions in this Franchise shall apply to, and are enforceable against, the Town, the Franchisee, and their respective successors and assignees.

**Section 16.9-NOTICES**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to:

- (i) Town of Milford  
Attn: Board of Selectmen  
1 Union Square  
Milford, NH 03055

or such other address(es) as the Franchising Authority may specify in writing to the Franchisee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to:

- (i) Comcast Cable Communications, Inc.  
Attn: Government Affairs  
181 Ballardvale Street-Suite 203  
Wilmington, MA 01887

with copies to:

- (ii) Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109
- (iii) Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1701 John F. Kennedy Blvd  
Philadelphia, PA 19103

or such other address(es) as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(c) All required notices shall be in writing.

**Section 16.10-TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Franchisee acknowledges the Town's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Franchise, or any provision in this Franchise.

**Section 16.11-NO RECOURSE AGAINST THE FRANCHISING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the

Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, transfer, or amendment of this Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

**Section 16.12-TERM**

All obligations of the Franchisee and the Franchising Authority set forth in the Franchise shall commence upon the execution of this Franchise and shall continue for the term of the Franchise except as expressly provided for herein.

**Section 16.13–NO THIRD PARTY BENEFICIARIES**

Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

Draft



**EXHIBITS**

Draft

**EXHIBIT 1**

**PROGRAMMING AND INITIAL SIGNAL CARRIAGE**

The Franchisee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

Draft

**EXHIBIT 2**

**FREE CONNECTIONS AND SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

The following schools and public buildings shall receive Drops and the monthly Basic Cable Service at no charge.

MILFORD	Wadleigh Memorial Library	49 Nashua Street
MILFORD	Town Hall	1 Union Square
MILFORD	High School	100 West Street
MILFORD	Middle School	33 Osgood Road
MILFORD	Heron Pond Elm. School	80 Heron Pond Road
MILFORD	Jacques Memorial Elm. School	9 Elm Street

Draft

**SIGNATURE PAGE**

In Witness Whereof, the Franchise is hereby issued as of **Month XX**, 2018 by the Board of Selectmen of the Town of Milford, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC

***The Town of Milford, New Hampshire***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

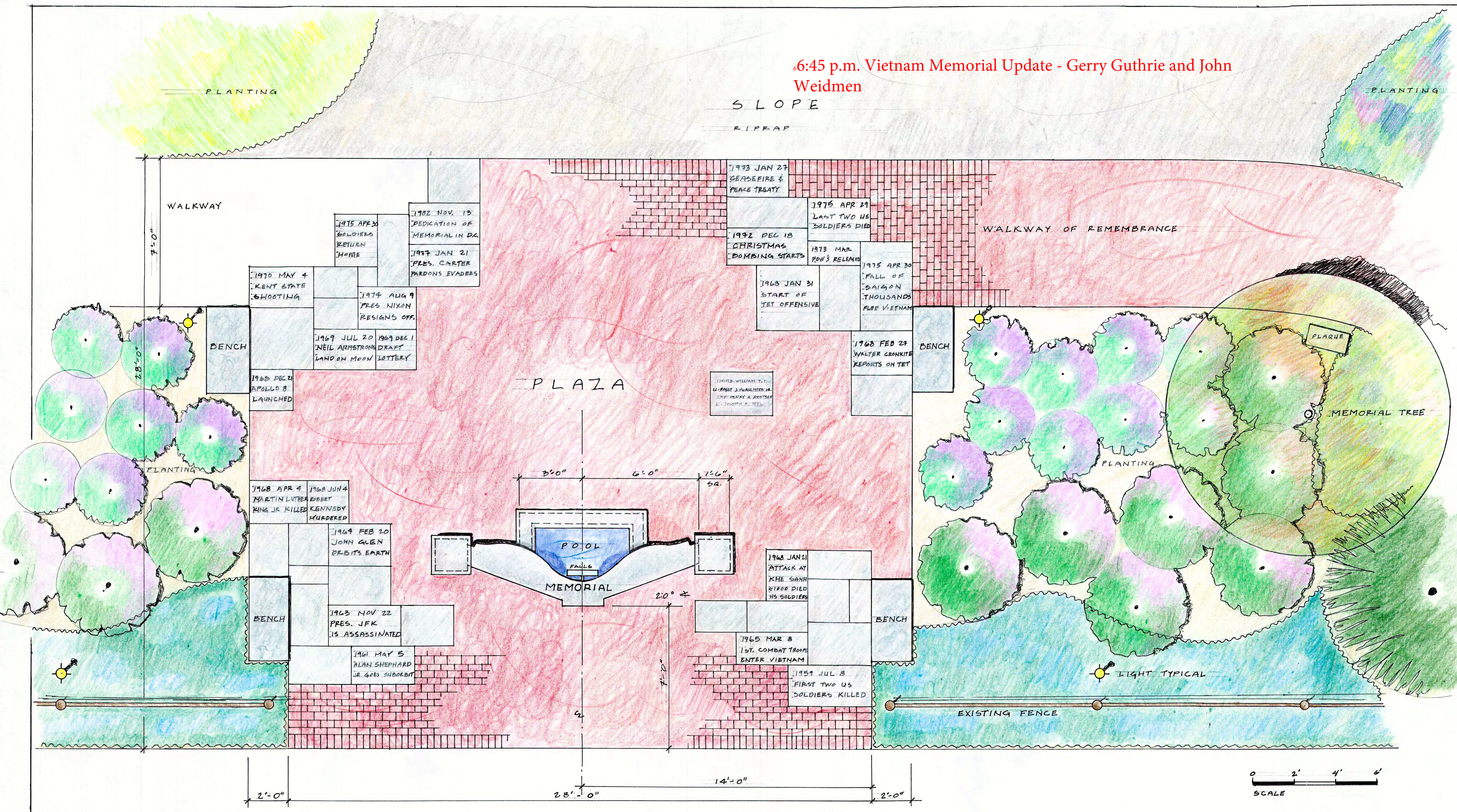
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COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/NEW HAMPSHIRE/NEW YORK/NORTH CAROLINA/VIRGINIA/VERMONT, LLC  
By:

\_\_\_\_\_  
Tracy L. Pitcher, Senior Vice President  
Greater Boston Region

6:45 p.m. Vietnam Memorial Update - Gerry Guthrie and John Weidmen



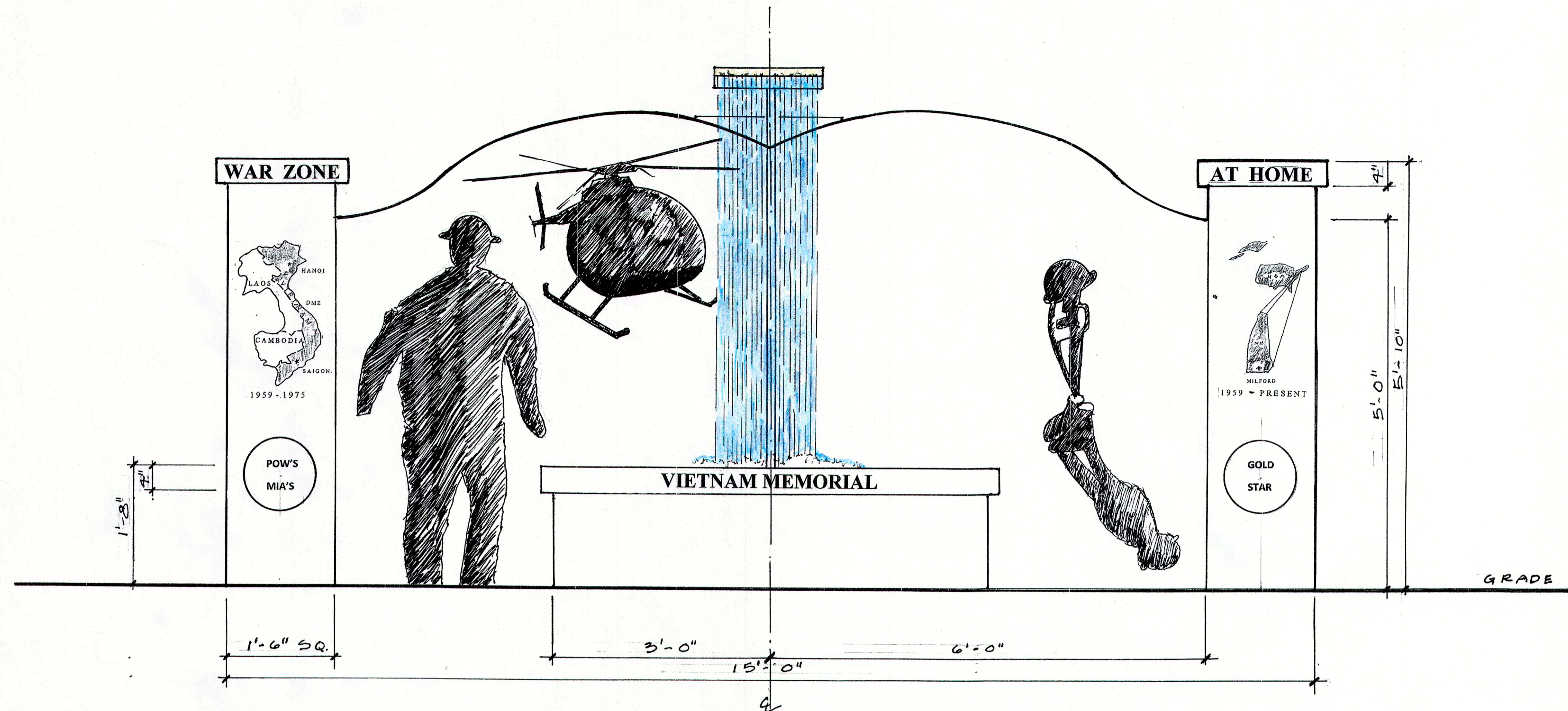
1  
L-1  
WAR IN VIETNAM MEMORIAL SITE PLAN  
SCALE: 1/2" = 1'-0"

SIDEWALK


ELM STREET

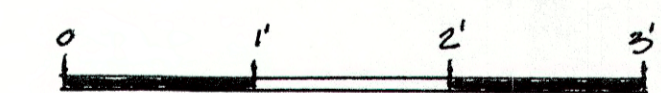
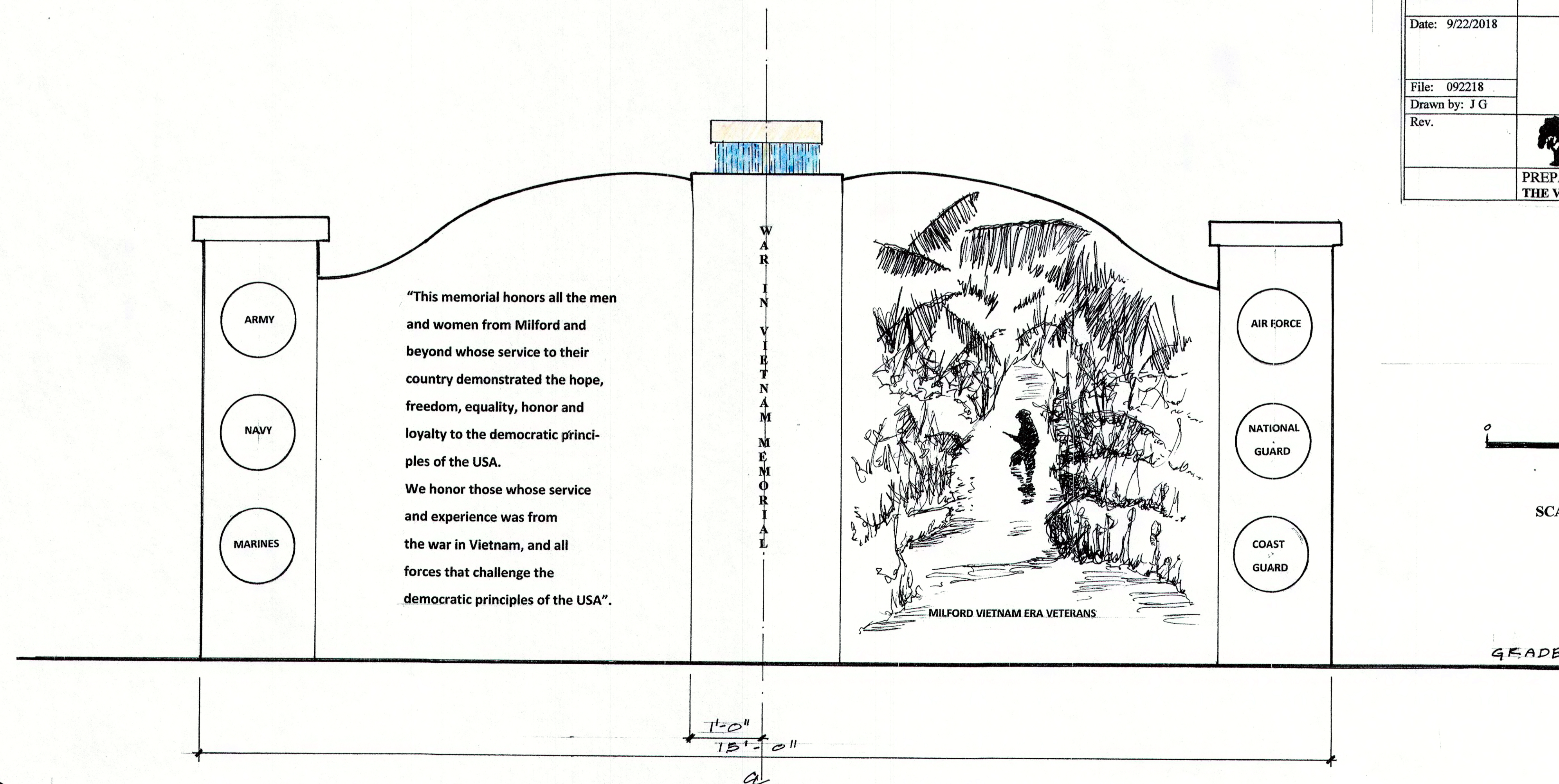


Scale: 1/2" = 1'-0"	SITE PLAN		L-1
Date: 9/22/2018	WAR IN VIETNAM MEMORIAL		
File: 092218	45 ELM STREET		Drawing # 1
Drawn by: JG	MILFORD, NH 03055		
Rev.	PREPARED FOR: THE TOWN OF MILFORD		
	PREPARED BY: THE VIETNAM MEMORIAL COMMITTEE SPECIAL INTEREST GROUP		



1  
L-2  
**WAR IN VIETNAM MEMORIAL WALL ELEV.**  
(LOOKING SOUTH) SCALE: 1" = 1'-0"

Scale: 1" = 1'-0"	<b>ELEVATIONS</b>	
Date: 9/22/2018	<b>WAR IN VIETNAM MEMORIAL</b>	<b>L-2</b>
File: 092218		
Drawn by: J G	45 ELM STREET	Drawing # 2
Rev.	MILFORD, NH 03055	
	PREPARED FOR:	
	 <b>THE TOWN OF MILFORD</b>	
	PREPARED BY:	
	<b>THE VIETNAM MEMORIAL COMMITTEE SPECIAL INTEREST GROUP</b>	



SCALE: 1" = 1'-0"

2  
L-2  
**WAR IN VIETNAM MEMORIAL WALL ELEV.**  
(LOOKING NORTH) SCALE: 1" = 1'-0"

# Roger J McAllister Jr

Vietnam War



STATE	NEW HAMPSHIRE
CITY	MILFORD
BORN	9-09-1940
CASUALTY	5-09-1965
WAR	VIETNAM CONFLICT
SERVICE	ARMY
TYPE	REGULAR MILITARY
SPECIALTY	RADIO OPERATOR
RANK	SARGENT
UNIT	MACV, SD 5891
LOCATION	SOUTH VIETNAM, QUANG NAM PROVINCE
DETAILS	DIED THROUGH HOSTILE ACTION... SMALL ARM FIRE
AWARDS	NATIONAL DEFENCE SERVICE MEDAL PURPLE HEART VIETNAM CAMPAIGN MEDAL



**“This memorial honors all the men and women from Milford and beyond whose service to their country demonstrated the hope, freedom, equality, honor and loyalty to the democratic principles of the USA.**

**In particular, we honor those whose service and experience was from the war in Vietnam. And, looking forward, we acknowledge our nations ongoing commitment to fighting terrorism and all forces that challenge the democratic principles of the USA”.**



**LEGEND**

SYMBOL	ITEM	SYMBOL	ITEM
---	Property Line	○	Existing Post w/ multi-fixtures
~	Waters edge	○	Proposed evergreen
+ 275	Spot elevation	○	Proposed deciduous tree
- - -	Riprap slope edge	○	Proposed shrub
□	Existing catch basin	○	Proposed planting area
○	Existing contour after cleanup	---	Proposed liner cover system
○	Proposed contour	▨	Proposed hard surface
○	Proposed street lights	WALKWAY	Proposed paved walkway
○	Proposed special light	○	Proposed boulder / bench
○	Proposed bollard light	□	Proposed bench

- NOTES:**
1. THE LANDSCAPE DESIGNER IS NOT RESPONSIBLE FOR ANY INACCURACIES IN THESE PLANS. FIELD VERIFY AS REQUIRED, AS THESE ARE ONLY CONCEPTUAL PLANS.
  2. LEAVE AN OPENING IN THE GUARDRAIL AT THE PARKING AREA FOR THE WALKWAY.
  3. HAVE THE TOPS OF THE MONITORING PIPES FLUSH WITH THE FINISH GRADE.
  4. THE FRENCH DRAIN AT THE STAGE AREA IS TO HAVE 1" TO 1 1/2" RIVER STONE (8" DEEP BY 18" WIDE) WITH A 4" PERFORATED PIPE IN THIS AREA AND A 4" SOLID PIPE ON BOTH ENDS GOING TO DAY LIGHT.
  5. USE SHREDDED PINE BARK MULCH IN THE SHRUB, TREE, GROUND COVER AND PERENNIAL AREAS.
  6. THE EXISTING WOODS ARE NOT TOTALLY ACCURATE AS THIS INFORMATION WAS NOT PROVIDED.



*J. G. Smith, ASLA*  
 11/22/2016  
 12/8/2016

## Town Status Report – September 24, 2018

**Purchasing Policy Revision** – A revised Purchasing Policy was included in your packets.

Changes, noted in red, include:

- Section IV: Objectives – Item B added language clarifying that when using State contracts for goods and services, there is no need to secure competitive bids.
- Section VIII: Additional Provisions – added Item D Cost Savings to encourage existing and new vendors to identify potential cost savings. The town would have the discretion to waive competitive bidding or extend contracts when justified by realized cost savings.

**Mason Road Culvert Update** – DPW received emergency authorization this past Thursday to replace the culvert on Mason Road near the Wilton Town line. We had identified issues with this culvert earlier this year, placed steel sheeting on the roadway and ordered pipe back in July. The intense storm we experienced on Tuesday, September 18 washed out the road at this culvert and Mason Road is now closed to thru traffic. Emergency Service departments have contingency plans in place. DPW expects delivery of the pipe next week and will affect repairs within two – three weeks. We apologize for the inconvenience. That was one heck of a storm and our rainfall total on Tuesday made the national news.

---

**TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2007-01**

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**TO :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, AND COMMITTEES  
**FROM:** MARK BENDER, TOWN ADMINISTRATOR  
**SUBJ :** POLICY ON PURCHASING AND PROCUREMENT  
**DATE:** MONDAY, SEPTEMBER 24, 2018

---

At a meeting of the Milford Board of Selectmen held on Monday, September 24, 2018, the Board of Selectmen voted to revise the policy previously adopted on March 12, 2007 regarding Purchasing and Procurement:

**SECTION I: PURPOSE**

The Procurement Policy of the Town of Milford, is adopted for the purpose of providing the best guarantees that tax money and public funds are spent in the most prudent fashion, as well as assuring the goods and services required by the departments of the Town are acquired in a timely manner and at the most economical price. This policy provides direction as to the steps involved in the procurement of all goods and services for the Town.

**SECTION II: AUTHORITY**

This Policy is adopted by the Board of Selectmen in accordance with RSA 31:39 as it relates to their management of the Town's prudential affairs and their authority over expenditures.

**SECTION III: CONFLICT OF INTEREST**

In accordance with RSA 95:1, no person holding a public office in the Town of Milford, either appointed or elected, shall, by contract or otherwise, except by open competitive bidding, buy real estate, sell or buy goods or services, commodities, or other personal property of a value in excess of \$250 at any one sale to or from the Town of Milford. This shall also apply to all employees of the Town of Milford.

**SECTION IV: OBJECTIVES**

- A) To seek competitive quotations based on the dollar limits outlined.
- B) To, wherever possible, consider the use of State Contracts for goods and services. **“There is no need for multiple bids when using State Contracts.”**
- C) To, wherever possible, consider to use one vendor and purchase in bulk, in order to take advantage of any available discounts.
- D) To provide a procedure for the disposal of surplus property.

**SECTION V: EXEMPTIONS**

Select exemptions from the Procurement Policy shall be permitted as specifically authorized by the Board of Selectmen each calendar year.

**SECTION VI: PROCCUREMENT AUTHORITY**

Authority for the procurement of goods and services shall be as outlined below:

- A) **\$0 to \$7,500:** A department Head shall have full authority to approve procurement of departmental goods and services up to **\$7,500** provided such good(s) or service(s) are identified within the department's annual budget.
- B) **\$7,501 to \$25,000:** The Town Administrator shall have full authority to approve procurement of goods and services up to **\$25,000** provided such good(s) or service(s) are identified within the Town's budget.
- C) Greater than **\$25,001:** Approval of the majority of the Board of Selectmen is required for the procurement of goods and services in excess of **\$25,000**, which are not otherwise approved in the budget.

## **SECTION VII: PROCUREMENT PROCESS**

The process for procurement of goods and services shall be as outlined below:

- A) Less than **\$2,500:** For the procurement of **\$2,500** or less there is no requirement to obtain written or verbal quotes.
- B) **\$2,501 to \$10,000:** For the total procurement between **\$2,501 and \$10,000**, contact as many vendors as necessary in order to obtain at least three (3) quotations. Quotations may be written or verbal, although final procurement shall not be permitted without a written quotation. In the event less than three (3) quotations are available; evidence of the attempt to obtain them should be attached to the purchase order.
- C) **\$10,001 to \$25,000:** For the total procurement between **\$10,001 and \$25,000**, contact as many vendors as necessary in order to obtain at least three (3) *written* quotations. The Department Head shall present these quotations to the Town Administrator, along with a recommendation, for their approval. In the event less than three (3) quotations are available; evidence of the attempt to obtain them should be attached to the purchase order.
- D) Greater than **\$25,001:** All procurements having an estimated cost in excess of **\$25,001** shall be bid pursuant to the competitive procurement guidelines established in this policy.

Competitive Bidding and Request for Proposal requirements are provided for in Appendix A which is hereby made part of this policy.

In no instance may the Authority or process levels be circumvented by making multiple individual purchases in succession or breaking up common service or vendor procurements. Any justified changes to an original procurement that moves procurement from one level or Authority or Process shall be acted on by the higher level.

## **SECTION VIII: ADDITIONAL PROVISIONS**

- A) Sole Source Proposals: The Town of Milford will not entertain the solicitation of a single source vendor for supplies and/or services unless the competitive bid requirements are explicitly waived by the vote of the Board of Selectmen. Absent such vote, the Town will consider a vendor if they are the only bidder, provided that the procedural steps in soliciting bids has been followed and documented.
- B) Emergency Procurements: An emergency purchase may be made by a Department Head only if the normal operations of the department are in jeopardy. This shall generally mean or relate to emergency repairs to equipment or facilities which must be kept operating to protect the health and/or safety of persons, or property. For purposes of this paragraph only, the competitive procurement provisions of these policies may only be waived in case of an emergency by the Town Administrator, Chairman of the Board of Selectmen, or their designee (whoever is most readily available). This waiver shall only be considered when there exists a special emergency involving the health and safety of the people or their property.

- C) Disposal of Surplus Property: The Department Head must present any property (non-real estate), which is considered to be surplus and valued at over \$500, to the Town Administrator with a recommended method of disposition for approval. Various possible disposition means are the sealed bid or auction process, State surplus auction, trade in usage, retained for usage as parts, or transfer to another Town Department. The Department Head may dispose of any surplus items with a value of less than \$500, as they deem appropriate.
- D) **Cost Savings: The Town encourages all existing and potential vendors to actively review materials and services provided to identify potential cost savings. At the discretion of the Town Administrator or Board of Selectmen depending on authority levels identified in Section VI, the Town may waive the competitive bidding process or extend Contracts when justified by realized cost savings.**

### **SECTION IX: AMENDMENTS**

These policies may from time to time be amended by the votes of the Board of Selectmen at a properly scheduled Selectmen's meeting.

### **SECTION X: EFFECTIVE DATE**

These policies shall be effective upon a vote of the Board of Selectmen and shall replace any and all bid procedures or policies previously enacted by the Town.

### **SECTION XI: PURCHASE ORDERS**

All purchases in excess of \$2,500 shall require a purchase order following the approval process detailed in Section VI.

### **SECTION XII: CREDIT CARDS**

Credit cards purchases are subject to the Procurement Policy. Policies specific to the use of credit cards are covered in the "Credit Card Purchasing Policy" adopted May 14, 2012.

Approved by the Board of Selectmen

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Date: \_\_\_\_\_

Greetings –

I am writing to request that the town consider installing a small traffic mirror on the telephone pole on Union St across from Park St in order to improve the line of sight when exiting Park St onto Union St. The way the two roads intersect causes a dangerous lack of visibility for the vehicles on Park St, especially when trying to make a left onto Union St at high traffic times (such as during school drop off periods), although turning right is also a gamble sometimes. Drivers often speed down the hill from the intersection of Union and Osgood and are not always aware there is an intersecting road on the right as you travel towards town.

Attached please find 2 photos – Photo 1 shows the view from Park St as you sit at the stop sign and look across to the telephone pole where I feel the mirror should go. Photo 2 shows the view up Union St after crawling forward far enough to attempt to see up Union St prior to pulling out.

I would be happy to come and speak before the board if needed.

Thank you -

George + Mary Skuse







DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

September 10, 2018

**PRESENT:** Kevin Federico, Chairman Mark Bender, Town Administrator  
Gary Daniels, Vice Chairman Tina Philbrick, Recording Secretary  
Mike Putnam, Member Hazen Soucy, Videographer  
Laura Dudziak, Member  
Paul Dargie, Member

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

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

**2. APPOINTMENTS: (Approximate times)**

**5:30 p.m. – Interview of Traffic Safety Committee Candidate – Nick Darchik**

Chairman Federico thanked Nick for volunteering. Chairman Federico asked Nick why he wanted to be on the Traffic Safety Committee. Nick said he worked for the City of Nashua in the traffic department for 26 1/2 years. His duties in the traffic department were to oversee the sign department, maintain 86 signalized intersections, maintain 660 lane miles of roads. This included pavement markings and any and all signage that might need replacement, updating or reviewing. He feels that his background will help the Traffic Safety Committee. Selectman Putnam moved to appoint Nick Darchik as a member on the Traffic Safety Committee. Selectman Daniels seconded. All were in favor. The motion passed 5/0.

**5:35 p.m. – Vending Request: Keyes Field – Kathy Fae-Clancy, Charlie Vitali and Gail Gagnon**

Chairman Federico said the vending request is to sell concessions and food vending services during football events. Because this would be done on Town property, they need approval from the Board. He asked if the Board had any questions.

Selectman Dudziak said she was okay with it. Selectman Dargie asked if there were legal issues in regards to sanitation for concessions. He asked if it was different from the summer pool concessions. Chairman Federico said it's different because it isn't an established permanent stand, but they have to follow all of the rules and regulations from the state.

Selectman Daniels clarified that they would not be competing with the concession stand at the pool. Charlie said no. Gail said it would only be run on Tuesdays, Thursdays and Saturday mornings. Charlie said it wouldn't interfere with the pool; they want to work with the Town. Chairman Federico said the pool is currently closed for the season.

Selectman Daniels moved to allow the Milford Jr. Spartans to sell concessions and apparel during football practices/games/events at Keyes Field. Selectman Putnam seconded. All were in favor. The motion passed 5/0.

**5:45 p.m. – 1<sup>st</sup> Public Hearing: Eversource Water Utilities Easement – Brian Emerson, Patty Quinn and Elizabeth Larocca.**

Brian and Patty work for Cornerstone Energy, Elizabeth works for Eversource. Brian said that Eversource started a tri state access road initiative about two years ago where they identified certain roads that they've used in the past for temporary access. This was started to try to memorialize some of the access road permissions with permanent or long term agreements. We think everything is in place as well as the terms and conditions of the easement.

Chairman Federico said that this is something specifically for Water Utilities. Selectmen Putnam said the Town of Milford owns the property and the power lines have been there forever. Eversource has always been able to go through the property and this is just making it official. The Water/Sewer Department doesn't have any problem with this.

Selectman Dudziak clarified that the Town of Milford owns it, but it's in Amherst. Selectmen Putnam said yes. Brian said the purpose of the easement is to provide Eversource with perpetual access to the power lines. It doesn't give them any rights to erect any structures or wires. Typically they have access within their right-a-ways but in this in-

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 09/10/2018**

59 stance there are a couple of bodies of water within the right-a-way and access to this road will provide them a way to  
60 get around the water.

61  
62 Selectman Dudziak clarified that there is already a road there but no easement. Brian said yes. We are working hun-  
63 dreds of these around New Hampshire. Chairman Federico said they are just formalizing easements so that they have  
64 guaranteed access to the power lines to do the maintenance. This is Town property that is managed by the Water Util-  
65 ities Department. He asked Selectman Putnam if Water Utilities had any problems with this. Selectman Putnam said  
66 no, Eversource has done work out there putting up utility poles and they don't get in anyone's way.

67  
68 Selectman Daniels asked if we were to grant this access to the public service company doing business as Eversource,  
69 if Eversource changed hands, would we have to come back and change the name on the easement or would it be good  
70 going forward. Patty said the language includes successors in the signature area, so there is a sign ability to it, but  
71 there is no intent to sign it to anyone outside of the electric utility use. It's intended to keep it internal.

72  
73 Selectman Dargie asked if we have to do anything with Amherst as far as legal requirements because it's in Amherst?  
74 Do they have to go to the Amherst Planning Board. Selectman Putnam said no because we own the property and pay  
75 taxes to Amherst for it. Brian also said no because there is already an existing road and curve cut there.

76  
77 At this time, Chairman Federico opened up the Public Hearing for the Eversource Water Utilities Easement.

78  
79 Nate Carman, Milford resident asked if the easement had any value that would create any tax liability for Eversource.  
80 Brian said no because it doesn't extend any ownership to Eversource in the property and the road, it just gives us  
81 rights to use it. Chairman Federico closed the public hearing at 5:46. There will be a second public hearing at the  
82 next Board meeting on September 24<sup>th</sup> and two weeks later at the October 8<sup>th</sup> meeting they will make a decision.  
83 Chairman Federico thanked everyone for coming in.

84  
85 **6:00 p.m. – Pumpkin Festival Update – Wade Scott Campbell and Carol Gates**

86 Carol said the vendor spaces are filling up quickly. There are no more spaces left at the Oval or Middle Street. They  
87 have 6 spots remaining at Emerson Park and 14 inside the Town Hall. They received their permit and insurance poli-  
88 cy from Atlas Fireworks. The Boys and Girls Club is doing the talent show and if any of Board would like to be a  
89 judge on the 29<sup>th</sup> for the auditions and on the 6<sup>th</sup> for the actual show please let them know. The carnival didn't file a  
90 permit to setup next to the Boys and Girls Club so they will leave it empty this year and maybe, with permission use  
91 the space for parking. Deadline for sponsors is this Friday. Shirts are being printed soon with all sponsors listed on  
92 the back.

93  
94 Wade said they are meeting with the electrician tomorrow. Freel is heading it up but Morneau is going to be the go  
95 too guy. Friday they are meeting at the Town Hall to finalize everything with all emergency agencies and DPW. Se-  
96 lectman Dudziak asked if they are on schedule. Wade said yes. Some other volunteers have also stepped up. Chair-  
97 man Federico asked if there was anything not being done that could prevent you from pulling off your version of the  
98 Pumpkin Festival. Wade said no. Carol said they've received lots of help from the Lions Club and Rotary, without  
99 them it would be tough. As far as the funds coming in, we should be able to raise the last stretch of it before the Fes-  
100 tival comes and the bills need to be paid.

101  
102 Chairman Federico said if there was anything the Town could do, please let them know. He thanked Wade and  
103 Carole for coming in.

104  
105 **6:15 p.m. – MRI Dispatch Study – Thomas Garrity and Brian Duggan**

106 Chairman Federico said they sought MRI to do a study in reference to our involvement and participation in the Mil-  
107 ford Area Communications Dispatch Center. Brian Duggan, Director of Fire Services for MRI and the team leader  
108 Thomas Garrity gave a brief summary:

- 109  
110 1. The study included a comprehensive evaluation of the current facilities and technology in the existing MACC Base  
111 dispatch center and an assessment of the center's ability to continue to host such a consolidated emergency  
112 communications operation, including, but not limited to, the following aspects:
- 113  Overall review and evaluation of existing MACC Base operations
  - 114  An evaluation of the current dispatch space

- 115    □ Identification and analysis of the current known deficiencies and potential future challenges that confront
- 116    MACC Base
- 117    □ An evaluation of current and proposed upgraded dispatch equipment at MACC Base
- 118    □ Evaluation of the potential to further expand MACC Base operations
- 119    2. Evaluate for the Town of Milford the feasibility of operating its own dispatch center for Police, Fire, Ambulance,
- 120    and Department of Public Works (DPW)
- 121    3. Analyze and make recommendations relative to the Town of Milford becoming a regional dispatch center (RDC)
- 122    for up to four towns including Milford, Wilton, Mont Vernon and Lyndeborough.
- 123    4. Identify methods for providing connectivity and redundancy in order to deliver 911 calls from each of the three
- 124    communities to the proposed host community of Milford, with appropriate levels of backup to provide for
- 125    continuity of operations.
- 126    5. Perform an interoperability assessment and develop cost estimates to connect all involved jurisdictions to the pro-
- 127    posed host community.
- 128

129 To accomplish this task, members of the study team gathered the following information and documentation: commu-  
130 nity demographic data; existing rules, regulations, and standard operating procedures/guidelines for MACC Base;  
131 maps and square mileage calculations; budgets for MACC Base; service trends and call volume data from MACC  
132 Base; appropriate collective bargaining agreements; mutual aid agreements; a list of communication lawsuits; person-  
133 nel rosters; department organization charts; and annual reports. MRI consultants met with various direct and indirect  
134 stakeholders from each community and the director of MACC Base. Personnel also made site visits to each of the  
135 existing communication system sites to evaluate the existing infrastructure. The following represents a summary of thirty-  
136 one (31) recommendations developed within the report; these recommendations are listed by chapter.

137 **CHAPTER V -EXISTING COMMUNICATIONS SYSTEM AND INFRASTRUCTURE**

138 **Recommendation V-1:**

139 With support and assistance from their State Representatives, and regardless of their ultimate decision on whether to remain  
140 with MACC Base, the Town of Milford should explore the possibility/feasibility of constructing a new communications  
141 tower and site at the Federal Hill location.

142 **Option 1:** Erect a 110’ monopole communications tower. As part of this process the town should consider negotiating with  
143 U.S. Cellular for use of their existing equipment building for the placement of radios as it has environmental controls. Per-  
144 mission to use the building could be a tradeoff for allowing U.S. Cellular use of the monopole tower.

145 **Option 2:** Consider relocating all Milford Fire, Police and EMS radio equipment to this location and constructing a Mil-  
146 ford-only public safety tower site.

147 **Option 3:** If it is deemed to be infeasible to construct a new tower and/or necessary approvals cannot be obtained the town  
148 and/or MACC Base should work collaboratively with the State to re-engineer and strengthen the existing tower to allow the  
149 proper attachment of necessary communications antennas for Fire, Police, EMS and U.S. Cellular. This option would also  
150 involve possible use of the U.S. Cellular building for the public safety radios.

151 **Recommendation V-2:**

152 The Town of Milford and MACC Base should work collaboratively with the State of New Hampshire and U. S. Cellular to  
153 provide site security to the Federal Hill facility. The entire site should be fenced in and security cameras should be installed  
154 so that MACC Base personnel can monitor the site for possible vandalism in real time.

155 **Recommendation V-3:**

156 Additional site security should be considered for the Pead Hill communications site. The entire site should be fenced in and  
157 security cameras should be installed so that MACC Base personnel can monitor the site for possible vandalism in real time.

158 **Recommendation V-4:**

159 Whenever feasible/possible, the other MACC Base member communities should consider replacing all their existing copper  
160 lines and circuits with new fiber optic lines that will continue to be supported.

161 **CHAPTER VI - STAKEHOLDER PERCEPTIONS/CONCERNS REGARDING MACC BASE**

162 **Recommendation VI-1:**

163 Each municipality should be responsible for the purchase and upkeep of all radio communications equipment used by their  
164 town departments, as well as communications sites located within their borders. Each town should also be responsible for  
165 the cost of establishing and maintaining (and would also own) infrastructure necessary for connectivity to MACC Base.

166 **CHAPTER VII - COMMON PROCEDURES/GUIDELINES**

167 **Recommendation VII-1:**

168 The MACC Base BOG, Director, and the chiefs of the public safety agencies they serve should work collaboratively, and  
169 make it a priority, to develop and implement as many standardized dispatch and communications procedures as possible.  
170 Standardized procedures are necessary to reduce the potential for critical errors, reduce the time necessary for telecommu-  
171 nicator training, and be consistent with the standards required for CALEA Accreditation.

172 **CHAPTER VIII - PROPOSED MACC BASE COMMUNICATION SITE IMPROVEMENTS**

- 173 **Recommendation VIII-1:**  
174 MACC Base and the Town of Mont Vernon should take steps as soon as the grant funding is awarded to procure and install  
175 the microwave links for the purpose of improving the existing regional communications system.
- 176 **Recommendation VIII-2:**  
177 If MACC Base is going to remain operational by making the major infrastructure upgrades necessary, each participating  
178 town should assume the cost for its radio equipment and each of the communications sites built within their respective  
179 towns (an additional tower site is proposed for each town). This would result in each town basically owning their own  
180 communication system that has been integrated into the overall regional operation. However, if a town ever wanted to  
181 withdraw from MACC Base they would still retain their own equipment and infrastructure which could be used to connect  
182 them to their new dispatch site.
- 183 **Recommendation VIII-3:**  
184 Where the use of communication system transmission sites may be shared use by more than one community, the town  
185 where the site is located should still own it, while the cost for radio equipment and installation used by the other town  
186 should be paid for by them. There could be a cost-sharing agreement for expenses such as utilities and basic upkeep and  
187 maintenance at the site.
- 188 **Recommendation VIII-4:**  
189 Any capital improvements that are made at MACC Base, along with repair and maintenance of radios and equipment,  
190 should be funded based upon a fair and equitable formula agreed to by all participants.
- 191 **CHAPTER IX - MILFORD POLICE DEPARTMENT DISPATCH FACILITY**
- 192 **Recommendation IX-1:**  
193 The Town of Milford should proceed with financing to install municipally-owned communications equipment at the pro-  
194 posed sites in the town. Whether the town stays with MACC Base, or if it decides to start its own dispatch operation, in-  
195 stalling the recommended infrastructure at the in-town locations will significantly improve communications within the  
196 town.
- 197 **Recommendation IX-2:**  
198 The Town of Milford should initiate the process to assume responsibility for dispatching its own Police, Fire, EMS, DPW,  
199 and other town government functions.
- 200 **CHAPTER X - MILFORD DISPATCH CENTER CONFIGURATION, INCIDENT ANALYSIS, AND STAFFING**
- 201 **Recommendation X-1:**  
202 The Town of Milford should develop job position descriptions and wage classifications for the positions of dispatch super-  
203 visor and public safety dispatcher or telecommunicator.
- 204 **Recommendation X-2:**  
205 The dispatchers currently employed by MACC Base should be provided the first and primary opportunity to apply for, and  
206 be hired for, for dispatcher positions at the Milford Police  
207 Department since they are already familiar with the community, department, and emergency services operations in the  
208 town and surrounding area.
- 209 **Recommendation X-3:**  
210 A critical policy that must be developed is one that allows/requires dispatchers to be recalled to work during times of major  
211 incidents or anticipated significant events.
- 212 **Recommendation X-4:**  
213 The Milford Police Department should give consideration to staffing the dispatch center with two dispatcher's on-duty, per  
214 shift, 24 hours a day.
- 215 **Recommendation X-5:**  
216 In order to operate in the most cost-effective manner possible, the Milford Police Dispatch Center should use a staffing plan  
217 comprised of a combination of full and part-time personnel.
- 218 **Recommendation X-6:**  
219 The Milford Police Dispatch Center should employ a total of six (6) full-time and multiple part-time personnel to provide  
220 proper 24/7 staffing.
- 221 **Recommendation X-7:**  
222 The full-time Milford Police Dispatch Center staffing should consist of one (1) supervisor and five (5) call tak-  
223 ers/dispatchers.
- 224 **Recommendation X-8:**  
225 The Milford Police Dispatch Center supervisor should split his/her time between administrative duties and serving as a line  
226 dispatcher.
- 227 **Recommendation X-9:**  
228 The number of Milford Police dispatchers should be adjusted based on call volume and number of communities. This flexi-  
229 bility allows for staffing based upon needs, as well as allowing for future growth.
- 230 **Recommendation X-10:**

## DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 09/10/2018

231 The Town of Milford should look at other dispatch centers to ensure they are offering a wage and benefits package that is  
232 competitive with what is presently being offered in the Southern New Hampshire area.

### 233 **CHAPTER XI – TRAINING**

#### 234 **Recommendation XI-1:**

235 In addition to completion of the minimum, basic training required by the State of New Hampshire, ALL personnel em-  
236 ployed by the Milford Police Dispatch Center should be required to complete the advanced training/certification classes  
237 listed below.

#### 238 **Recommendation XI-2:**

239 Based on experience and ability, one of the senior full-time dispatchers should be selected for the position of training of-  
240 ficer to oversee and coordinate all training for the dispatch center. The supervisor should also be certified to conduct train-  
241 ing.

#### 242 **Recommendation XI-3:**

243 The Dispatch Center supervisor should be required to complete appropriate supervisory, management, and leadership train-  
244 ing courses, and/or certification programs.

### 245 **CHAPTER XII - FEASIBILITY OF CONTINUED REGIONAL OPERATIONS**

#### 246 **Recommendation XII-1:**

247 The towns of Wilton, Mont Vernon, and Lyndeborough should consider making an investment in capital infrastructure to  
248 upgrade radios and equipment in each of their respective towns and correct known system deficiencies.

#### 249 **Recommendation XII-2:**

250 Should the Town of Milford decide to leave MACC Base and initiate its own dispatch center, the Town Manager and Pub-  
251 lic Safety Chiefs should meet with their colleagues from Wilton, Mont Vernon, and Lyndeborough to offer them the dis-  
252 patching services of the Town of Milford Police Department. Consideration should also be given to offering dispatching  
253 services to other nearby - preferably contiguous - towns as well.

#### 254 **Recommendation XII-3:**

255 Any town that may seek dispatching services from a new Milford communications center should work collaboratively with  
256 Milford and its own communications vendors to determine the appropriate types of equipment upgrades needed to fully  
257 integrate its system with Milford's system.

### 258 **CHAPTER XIII - REGIONAL SERVICE GOVERNANCE**

#### 259 **Recommendation XIII-1:**

260 Should the Town of Milford decide to offer dispatch services on a contract basis to other communities, an advisory opera-  
261 tional board comprised of the Police and Fire Chiefs of each participating community should be created for the purpose of  
262 assisting with the development of standardized operational procedures used by the dispatch center. Consideration should  
263 also be given to separate Police and Fire subcommittees.

### 264 **CHAPTER XIV - FINANCIAL APPORTIONMENT**

#### 265 **Recommendation XIV-1:**

266 The Town of Milford should offer contract emergency dispatch and communications services to surrounding communities  
267 for a fee, based upon that community's percentage of the overall population served by the Milford Police Dispatch Center.

#### 268 **Recommendation XIV-2:**

269 To the extent possible, Milford should consider offering the same dispatch services under contract that MACC Base pres-  
270 ently does. Also, to the extent possible, Milford should attempt, at least initially, to do this for the same cost other commu-  
271 nities now pay. However, any infrastructure improvements necessary for the other towns should be done at their own ex-  
272 pense as they will own and maintain their own systems.

#### 273 **Recommendation XIV-3:**

274 Once the new dispatch center is built at the Milford Police Department, the square footage of the dispatch area should be  
275 calculated to determine what percentage of the Police building it occupies. The cost of utilities should be estimated so that  
276 the dispatch center can be charged for a percentage share of the overall cost of the utilities, based on the percentage of the  
277 building it uses. This becomes important when, and if, Milford decides to offer dispatching services to other communities.

### 278 **CHAPTER XV – OPERATIONS**

#### 279 **Recommendation XV-1:**

280 Should the Milford Police Department decide to offer dispatch services to other communities, once the dispatch center is  
281 ready to accept additional towns wanting to join, it is recommended that there be a minimum of 60 days between the times  
282 each town transitions into the center. This will allow sufficient time for technical glitches to be resolved.

283

284 Brian said by doing this, it solves the operational problems. It creates 5 antenna sites. It produces state of the art tech-  
285 nology that not only meets the needs of Fire and Police but also upgrades to meet the needs of EMS in terms of data  
286 and reaching hospitals in Manchester. It can be expanded to include Water Utilities and DPW. It builds a system  
287 customized to the Town of Milford. It gives you 100% ownership and control. It does away with a dark Police Sta-

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 09/10/2018**

288 tion, unstaffed and locked. We feel this is the way to go for the Town of Milford. He asked if the Board had any  
289 questions.

290  
291 Chairman Federico thanked Brian and Thomas for their presentation. Selectman Daniels referenced a sentence on  
292 page 4 “It takes into account the financial ability and fiscal commitment of the existing and potential partners to un-  
293 dertake this endeavor”. He asked how they determined that Milford had the fiscal ability to fund the \$1,750,000 that  
294 you’re recommending. Brian said it also talks to how did we look at the other communities ability to fund this and  
295 what was the ability of MACC Base to fund the improvements, we saw no ability to do that. Selectman Daniels said  
296 he understands that through Mont Vernon and Lyndborough, you separated it out well because they seem to think  
297 their problem is fixed. Left as a regional proposal that was put forward, how did you identify that Milford had the  
298 financial ability to fund this?

299  
300 Thomas said he personally doesn’t know that Milford has the ability to fund it, but the alternative is, you need to run  
301 a dispatch center and if MACC Base doesn’t run a dispatch, it has to be run somewhere. He assumed the Town of  
302 Milford would be running the dispatch center if they pulled out of MACC Base. Thomas said he didn’t expect it could  
303 be funded in 1 fiscal year. If you borrowed it over a 20 year bond, it’s a doable thing. That’s the way that most cities  
304 and towns would handle that.

305  
306 Brian said they looked at it as one way or another, be it MACC Base or Milford, there needs to be some investment to  
307 upgrades typically through a bonding process. Milford could offset some of the expense by being in control of reve-  
308 nue coming back in. We don’t see a tremendous fiscal increase given the potential of revenue.

309  
310 Selectman Daniels reference a sentence on page 18, “The Town of Milford is very fiscally conservative and has  
311 stopped needed capital projects in the past”. He asked if it was MRI’s statement or someone else’s. Brian said it was  
312 their statement. He received those comments through multiple interviews.

313  
314 Selectman Daniels referenced page 39, you stated that “If upgrades are not made to the communications system, the  
315 possibility exists that a police officer, firefighter, or EMT/paramedic could not communicate with dispatch or other  
316 personnel during a critical time when they are in a very serious situation”. Did your study go far enough to determine,  
317 if we did put something like your proposal in place could we see a decrease in our insurance. Brian said that would  
318 be something you would need to take up with Primix, it’s beyond the scope of the study to determine what rates  
319 should be.

320  
321 Selectman Putnam was good with the report. Selectman Dargie said he would be interested to hear what the depart-  
322 ments think of this report. Selectman Dudziak said the analysis made sense to her.

323  
324 Chairman Federico thanked MRI for their efforts in putting the report together. As soon as the Board accepts it, it  
325 will be made public to the Town of Milford’s citizens and Department heads. The information was good, straight  
326 forward and what we were looking for.

327  
328 Selectman Putnam made a motion to accept the report. Selectman Daniels seconded for discussion. Selectman Dan-  
329 iels noted an additional “in” in a sentence on page 38. Brian said it should be a slash, they would fix it.

330  
331 Selectmen Putnam made a motion to accept the report as amended. Selectman Daniels seconded. All were in favor.  
332 The motion passed 5/0. Chairman Federico said the MRI report is now accepted and will be posted on the web site  
333 tomorrow morning. If anyone doesn’t use computers, they can come into the Town Hall and we will get them a copy.

334  
335 Chris Labonte came up at the end of the meeting and mentioned that in regards to MACC Base, the CIP committee  
336 didn’t vote on it because they didn’t have updated numbers. He asked if they should just stick with the \$2,500,000  
337 dollar amount and have no details. He refused to vote on it because they didn’t have any information. Now that the  
338 report is out does the Board have any intention on giving the information to CIP so they can make a decision.

339  
340 Selectman Putnam said the \$2,500,000 is just a place holder. Chairman Federico said as far as an actual dollar  
341 amount, more research is needed. This is still a moving target until it’s nailed down. We just accepted the report to-  
342 night. He wants to read the report again because we’ve been given several numbers. He suggests that the CIP com-  
343 mittee hold tight until the Board gets more information.

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Selectman Dargie asked if there was a plan to have a warrant article MACC Base this year. Chairman Federico said we don't have a plan yet, just ideas. We have to come up with a consensus; it's a possibility and needs more information.

Captain Frye said the prices in the MRI report are almost 2 years old. We would have to revisit everything. He thinks \$2,500,000 isn't bad but he doesn't know if it would be that or less.

Chairman Federico said if we make a decision to go forward, we would have to put out an RFP for quotes on equipment and things. He's not ready to ask for this tonight. Selectman Putnam said this is a subject we might want to have a work session on to concentrate more on it. Chairman Federico agrees.

**3. PUBLIC COMMENTS. (Items not on the agenda). N/A**

**4. DECISIONS.**

a) **CONSENT CALENDAR.** Chairman Federico asked if there were any items to be removed from the Consent Calendar for discussion, then asked that item 4.a) 2) be removed from the Consent Calendar for discussion. Selectman Putnam moved to approve the rest as presented. Selectman Daniels seconded. All were in favor. The motion passed 5/0.

Chairman Federico said in regards to 4. a) 2), for an event on September 15<sup>th</sup>. This event needs a permit from the Fire Department which hasn't been requested or issued yet. He suggests approving the raffle, but they don't have all the permits. Selectman Putnam asked if they were aware that they need a permit. Chairman Federico said yes, communication has been attempted several times. Selectman Putnam asked if they could approve it contingent on obtaining the permits. Chairman Federico said yes. Selectman Putnam made a motion to approve the raffle contingent on obtaining the approved permits. Selectman Daniels seconded for discussion.

Selectman Dargie asked what triggers the need for having the Fire Departments approval. Chairman Federico said the type of event. In this case there are going to be approximately 15 vendors selling items. The function would require crowd control stipulations. He didn't have the exact RSA handy. Administrator Bender said they would need fire and electrical especially because of the 13 bands playing on two stages. Selectman Dargie said he would be interested in the RSA. Selectman Daniels asked if the request to hold the event or just the raffle. Chairman Federico said it was just for the raffle. Selectman Daniels asked if there were going to be hundreds of people at this raffle. Chairman Federico said the request is to hold the raffle at the event and right now the Town hasn't permitted the event to take place. Selectman Daniels asked if the event needed Board approval. Chairman Federico said no. Administrator Bender said it's on private property. Selectman Daniels asked if the permit was the only document needed or do we need to modify the motion to say upon submission of all required documents. Chairman Federico said if the permit was approved he would assume that all the required documents would have been submitted. A motion was made and seconded. All were in favor. The motion passed 5/0.

- 1) Request for Approval for the Milford Volunteer Ambulance Association (MVAA) to hold their Annual Duck Race Raffle during this year's Pumpkin Festival in October in accordance with NH RSA 287-A:7.
- 2) Request for Approval for Positive Street Art to hold a raffle on September 15, 2018 to benefit Art, Dance and Music Events such as Union Fest in accordance with NH RSA 287-A:7.
- 3) Request for Acceptance and Appropriation of Unanticipated Revenues Under \$10,000 (31:95(b))

- Donations to the Labor Day Parade:**
- \$ 200.00 - Auxiliary VFW, Harley Sanford Post 4368
  - \$ 1,000.00 - Harley-Sandord Post 4368
  - \$ 200.00 - Kent's Service Station, Inc.
  - \$ 200.00 - Leighton A. White, Inc.
  - \$ 500.00 - Ricciardi Hartshorn Post No. 23
  - \$ 825.00 - Rymes Fundraiser
  - \$ 50.00 - Stephen Marx Hair Salon
- Donation for the Milford Police Department K-9 Unit:**



400 \$ 100.00 - Daniel and Joan Ross

401 **b) OTHER DECISIONS.**

402 1) N/A

403  
404 **5. TOWN STATUS REPORT – Town Administrator Mark Bender: Loader Lease Option** – Administrator  
405 Bender said annually we budget \$16,000 to rent/lease a loader for snow removal and other material handling at  
406 Public Works. The charge is billed monthly at \$3,200/month during the winter and \$4,000/month during the  
407 balance of the year. We were approached by John Deere Financial with a multi-year lease program that the State  
408 of NH and other NH municipalities are using. Financial details include:

- 409 • 60 Month Lease at \$13,950 annual expenditure.
- 410 • Provides nominal savings of \$2,050 per year.
- 411 • Rental and Lease Expense for 2018 will likely be over budget \$10,000 primarily due to unplanned loader re-  
412 pairs forcing us to rent longer. This lease would provide a machine for all twelve months at less cost than  
413 our current 5 month rental plan.
- 414 • Total lease payments over 5 years would be \$69,750.
- 415 • At the end of the lease we can purchase the machine for \$87,200 or return the machine and start a new lease  
416 if necessary.

417 Attorney Drescher has reviewed the lease and provided comments for multi-year leases with non-appropriation  
418 clauses that will be included in the document. We feel that the lease provides good operating and financial flexi-  
419 bility for the Town. We are asking if the Board will authorize a long-term equipment lease.

420  
421 Selectman Dargie asked what the value was of this piece of equipment if we wanted to go out and do a  
422 lease/purchase on it what would our payments be. Administrator Bender said it's about \$130,000. If we did a  
423 standard lease/purchase the cost would be more per year but we would be building more equity so the buyout  
424 would be slightly less. All we are doing is comparing rental and lease cost, the same program we have now that  
425 would provide a \$2,000 cost savings per year and gives us the flexibility of having the machine for all 12  
426 months. If we do a standard lease purchase it should be a warrant article and we are not proposing that for this  
427 year, we are just looking at a different expense option to reduce the Towns cost.

428  
429 Selectman Dudziak clarified that we lease a loader in the winter months every year. Administrator Bender said  
430 yes. Selectman Daniels asked what extra will be done for the \$53,000 more we will have to spend over the 5  
431 years. Administrator Bender said we lease the machine every year, so every year we build into the budget  
432 \$16,000. Now we will build into the budget \$14,000. Chairman Federico clarified that we are saving \$2,000  
433 per year and getting 7 more months on the machine because we are not turning it in at the end of every winter.  
434 Administrator Bender said yes.

435  
436 Selectman Putnam asked if we are responsible for repairs and maintenance on the lease machine. Administrator  
437 Bender said yes, it would be the same as if it were our machine. Chairman Federico clarified that we would be  
438 building in a non-appropriation clause in the lease so if in default it would cover it. Administrator Bender said  
439 the money for a lease is already in the budget so it would be in the default budget. Chairman Federico asked  
440 how long have we been leasing a machine in the winter. Administrator Bender said 3 or 4 years.

441  
442 Selectman Dargie asked if we know how old is the John Deere machine. Administrator Bender said it would be  
443 a new one.

444  
445 Chris Labonte, Milford resident asked if we lease a loader, are we getting rid of a loader. As a member of the  
446 CIP he noted that there was nothing in the CIP about buying a loader this year. He would like to know what has  
447 changed since July until now as far as the need for this equipment. We have a policy on anything over \$75,000  
448 needs to be on a warrant article, are "skirting" the policy and do we have any other prices on other dealers for  
449 this or is it just John Deere that we are going after. Chairman Federico said we are leasing this every year and  
450 have been for 3 or 4 year. It goes back at the end of the year, and the following year we lease another new piece  
451 of equipment. This has been built into the budget as a piece of equipment that we've been leasing for several  
452 years so we are not making any capital request for the purchase.

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 09/10/2018**

454 Chris clarified the reason we started leasing is because we have a piece of equipment at the Town garage that is  
455 out of service. How come that hasn't been updated, it's in the CIP to be replaced in 2022. Why do we continue  
456 to rent. We have a piece of equipment that's been out of service for 4 years. If it hasn't been a priority in 4  
457 years, why is it one now. Chairman Federico said it's not that it hasn't been a priority for the past 4 years, but  
458 we have been leasing a piece of equipment to fill in that gap. We are not necessarily seeking alternate ways to  
459 do this. John Deere came to us and said they could do this for a better price than what we are already doing and  
460 it would give us more time with the machine, which is why we are looking at this now. We are not looking to  
461 increase we are looking to better finance what we are already doing. He doesn't know the out of service reasons  
462 for the machine that is currently down.  
463

464 Chris said for that amount he feels it should go to the voters. He thinks too many things are being built into the  
465 budget. We have a new backhoe so do we really need the rental loader. Chairman Federico said we've been us-  
466 ing it for 3 years so he would guess yes, if we didn't need it we wouldn't be doing it. Chris feels that as a citizen  
467 he drives by and sees the backhoe parked high and dry in the winter, and we are using a rental loader. Now that  
468 we have the new backhoe, it should be able to perform those tasks.  
469

470 Selectman Daniels asked if we rented for a year, and now were faced with the prospect of deciding whether we  
471 wanted to pay \$87,200 to buy it out, would that go to the CIP. Administrator Bender said if after 5 years we de-  
472 cided to execute the purchase, it should go to the CIP because it's over the \$75,000. At this point all we are try-  
473 ing to do is reduce the annual operating budget to give us more flexibility with the machine. The machine does  
474 more than the backhoe can do.  
475

476 Selectman Dargie asked how confident are we that we are going to need to have this piece of equipment on an  
477 ongoing basis. Is there a chance that after 5 years, we will stop needing it? He thinks if it's an ongoing need, fi-  
478 nancially we would be better off doing a lease/purchase to buy it. Over a 10 or 15 year horizon, it's a lower cost.  
479 Chairman Federico said he recalls this was a piece of equipment that we lease because we were down equipment  
480 and we were not able to get the job done with the equipment that we had. Selectman Putnam said we own the  
481 pay loader at the DPW and it needs a new motor. He thinks it either can't be replaced, or they didn't make that  
482 kind anymore. They don't use it in the summer months, only the winter which is why we did the lease.  
483

484 Chairman Federico thinks while one loader is on the road with a blade on it trying to keep the plow route clear,  
485 the other loader was able to load the sand/salt onto the trucks. If one of our larger pieces of equipment broke for  
486 plowing, we could put a blade on the front of this and keep up with the plowing. Selectman Putnam said he may  
487 be confusing the pay loader with the grader.  
488

489 Bob Labonte, Milford resident said you are saying that John Deere approached you, but you should at least talk  
490 to the other vendors and ask them to give you their best plan, not just one vendor. They shouldn't be going to  
491 just one vendor. Administrator Bender said this was a situation where a vendor identified a need that we had  
492 and he came in with a better solution. Bob Labonte said he understands that, you just bought a John Deere back-  
493 hoe and the salesman is trying to have another good commission or whatever. It should go out to other vendors.  
494

495 Administrator Bender said that other vendors had the same opportunity to come in and see what our situation is  
496 and recommend a different solution. Bob said they probably didn't know you were looking for one. How old is  
497 our cat loader and how many hours does it have on it. Are you going to ask for it to be replaced in two years?  
498 Administrator Bender said it's the replacement of the cat loader that's going into the CIP program. Bob said  
499 you bought a Dodge one ton, was it bought the same way, we want that truck, or did you go under the NH State  
500 Bid. Administrator Bender said we followed the NH State Bid. Bob said you use to deal with Ford all the time  
501 until NH went with Dodge, you should go to everyone.  
502

503 Chris Labonte said in last year's CIP the Loader was put under 2020. It isn't to replace the CAT, it's to replace  
504 the Kobelco. We also have two loaders in town, one at Waste Water which we currently rent every year for  
505 snow removal and one at DPW. We have a John Deere backhoe to load trucks. Administrator Bender said the  
506 backhoe would require 3 scoops per loader scoop. Chris disputed Administrator Benders statement.  
507

508 Chairman Federico brought it back to the Board. Selectman Putnam said it wouldn't hurt to approach other  
509 vendors. Selectman Daniels asked what the Purchase Policy says about this. Does the policy address someone

510 coming to us for something? Administrator Bender said no, if we were going out for bids, we would be going  
511 out for at least 3. We were approached by a vendor, how do you take their good work and extend it out to others.  
512 Chairman Federico said he doesn't think it's unreasonable when you have someone coming in to make an offer  
513 for something. He doesn't have a problem going to someone that we've been renting from for 3 years and say-  
514 ing, these guys are willing to give me this deal, what can you do for me. We should also re-visit our Purchasing  
515 Policy. He doesn't have a problem moving into another lease for another year but if we're thinking about  
516 changing it, we should go out. Selectman Putnam asked what's changed in the last 3 years saying we need the  
517 loader in the summer.  
518

519 Administrator Bender said age and use of the cat loader and the breakdowns. The Cat is down now which is  
520 forcing us to lease this one for another 2 months costing us \$8,000 to \$10,000. Selectman Putnam asked if we  
521 own it or lease it. Administrator Bender said we own it. Selectman Putnam asked if there is a time limit on this  
522 offer. Administrator Bender said no. Selectman Daniels moved that we table this until we get answers to our  
523 questions. Administrator Bender asked what questions. Selectman Putnam asked if we need the loader year  
524 round. Administrator Bender said we have a vendor that's provided us with a really good option that will save  
525 the Town money. Selectman Putnam said what we have compared it to. Administrator Bender said our existing  
526 rental. There was nothing preventing that supplier from coming to the Town and offering us a better deal. Se-  
527 lectman Daniels asked if that provider even knows another offer has been made. Administrator Bender said no.  
528

529 Administrator Bender asked if the Board would authorize him to look at a multi-year lease. Selectman Dargie  
530 said he would also like to see a lease/purchase agreement to compare the two. Administrator Bender said they  
531 looked at that, but it's not comparing to the expense that's in the operating budget. Selectman Dargie said he  
532 understands, but over a 15 year horizon, it's a cheaper alternative. Administrator Bender agreed. Selectman  
533 Dargie said he likes to look at the total life time cost on things. Administrator Bender said it's just a different  
534 financial arrangement; if you want to look at that then it's a warrant article. Over the course of the 5 years plus  
535 the buyout, it would be a less expensive option. We are comparing a 5 year rental with this and providing a  
536 \$10,000 savings over the 5 years. It's ok if you don't want to do it.  
537

538 Chairman Federico said we should speak to the original person that we are leasing the equipment from to make  
539 sure there isn't a better deal out there, it has to be open. He hates to say it has to go through the bid process be-  
540 cause we are bidding for a lease not an ownership. He would table this. Selectman Daniels said they should re-  
541 visit the Purchase Policy and have some type of process down for this type of situation.  
542

543 Selectman Daniels made a motion to table the Loader Lease Option for further information. Selectman Putnam  
544 seconded. All were in favor. The motion passed 5/0.  
545

## 546 6. DISCUSSIONS

547 **1. Review of Revised Municipal Oval Flag Rules tabled from 8-20-2018** – Chairman Federico said that he  
548 made the changes requested at the last meeting and asked the Board if they had time to review it.  
549

550 Selectman Dargie said under Rule Details, the second sentence dealing with footings should be the same as the  
551 first sentence. Only the American Flag, POW Flag, Purple Heart Flag and any United States Military flag will be  
552 allowed to fly over the WWI Memorial on the Milford Oval.  
553

554 Selectman Dudzick said she's all set with the flag poles but she feels there may be issues with the banners. Se-  
555 lectman Daniels asked if it was because of the word discretion. Selectman Dudziak said yes. Selectman Daniels  
556 suggested that the sentence be rewritten to say, "Flags representing private organizations, events, and causes will  
557 be allowed on the bandstand with the approval of the Milford Board of Selectmen" and leave out the word discre-  
558 tion. Chairman Federico said he agrees there can't be any discretion. Selectman Dargie said the only discretion  
559 would be for religious issues. There's is a whole constitutional issue related to religious freedom of speech, it's  
560 the establishment clause. Chairman Federico agrees. Selectman Dudziak said she's fine with changing it.  
561

562 Selectman Daniels said the paragraph that states the Board of Selectmen meet every 2<sup>nd</sup> and 4<sup>th</sup> Monday of the  
563 month should have something in there that says they normally meet every 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month.  
564

565 Selectman Dargie said make a change to the line that reads, “Flags/banner request for the bandstand will only be  
566 allowed for up to a 7-day period. He would like to end it with “at the discretion of the Board of Selectmen”.

567  
568 Selectman Putnam moved to approve the Municipal Oval Flag Rules as amended. Selectman Daniels seconded.  
569 All were in favor. The motion passed 5/0.

570  
571 **2. NHMA Legislative Policy Discussion – Chairman Federico**

572  
573 Chairman Federico informed the Board that he will be attending the NHMA Legislative Policy Session in Con-  
574 cord. He will advocate on the Town’s behalf. Selectman Dudziak asked how long it lasts. Selectman Daniels  
575 said usually about 4 hours.

576  
577 **7. SELECTMEN’S REPORTS/DISCUSSIONS.**

578 **a) FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES.**

579  
580 Selectman Daniels said the Recycling Committee had a float in the Labor Day Parade and it was well received.

581  
582 Chairman Federico said that Granite Town Media is going to attend the September 24<sup>th</sup> Board of Selectmen’s meeting  
583 and discuss the Comcast Franchise Renewal Agreement for review. One of the things they will be asking is if we  
584 want to have a public hearing so citizens can ask questions to Comcast.

585  
586 **b) OTHER ITEMS (that are not on the agenda).**

587 Chairman Federico asked the Town Finance Director, Jack Sheehy to give a run-down on the donations for the Labor  
588 Day Parade. Jack said we had the \$10,000 warrant article, approved in March, \$4,780 left over from donations in  
589 2017, \$4,125 in donations for 2018 and \$11,780 in expenditures to date. There is \$7,125 remaining for next year  
590 providing no other expenditures come in. Chairman Federico said once the paperwork is complete we will post it on  
591 the web site.

592  
593 **Note:** At the August 20th non-public meeting, the Board of Selectmen voted to unseal the non-public minutes of Feb-  
594 ruary 27, 2017 for (RSA 91-A:3,II(e)) Legal, March 13, 2017 (RSA 91-A:3,II(a)) Personnel, July 31, 2017 for (RSA  
595 91-A:3,II(d)) Land and August 28, 2017 (RSA 91-A:3,II(e)) Legal.

596  
597 **8. APPROVAL OF FINAL MINUTES.** Selectman Putnam moved to approve the minutes of August 20, 2018. Se-  
598 lectman Daniels seconded. All were in favor. The motion passed 5/0.

599  
600 **9. INFORMATION ITEMS REQUIRING NO DECISIONS.**

601  
602 **10. NOTICES.** Chairman Federico read the notices.

603  
604 **11. NON-PUBLIC SESSION.**

605  
606 **12. ADJOURNMENT:** Selectman Putnam moved to adjourn at 7:29 p.m. Selectman Daniels seconded. All were in  
607 favor. The motion passed 5/0.

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609  
610 \_\_\_\_\_  
611 Kevin Federico, Chairman

610 \_\_\_\_\_  
611 Gary Daniels, Vice Chairman

612  
613 \_\_\_\_\_  
614 Mike Putnam, Member

613 \_\_\_\_\_  
614 Laura Dudziak, Member

615  
616 \_\_\_\_\_  
617 Paul Dargie, Member