



New Hampshire Council on Resources and Development Meeting

Date: Thursday, September 29, 2022
 Time: 2:30-3:30 P.M.
 Location: Department of Business and Economic Affairs
 Kinsman Conference Room
 100 N. Main Street
 Concord, NH 03301

FINAL AGENDA

I. ROLL CALL AND INTRODUCTIONS

II. MINUTES

A. Approval of June 23, 2022, draft minutes

III. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)

A. Land Conservation Endowment Fund. Request for authorization of Custodial Account Agreement.

B. Land Conservation Endowment Fund. Request for authorization to expend for FYs 2024 and 2025.

C. Update on Tamworth- Perkins Easement

IV. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)

A. Nothing at this time.

V. SURPLUS LAND REVIEW

A. 2022 SLR 002

Request from the New Hampshire Department of Administrative Services (DAS), on behalf of the New Hampshire Department of Environmental Services (NHDES), to dispose of 1.8 acres of state land and a 1,792-square-foot, single-story office building situated thereon. The property is located at 80 Glen Road Gorham, NH. (Tax Map U3, Lot 42).

B. 2022 SLR 003

Request from the New Hampshire Department of Natural and Cultural Resources (DNCR) that proposes to lease to US Cellular space on a proposed 120-foot monopole for a cellular antenna array and ground space within a proposed fenced enclosure for supporting telecommunications equipment. The property is known as the Federal Hill Fire Tower Property, located at 347 Ponemah Rd., Milford, NH) Milford Tax Map 53, Lot 22).

VI. OTHER BUSINESS

A. Next Meeting: November 10, 2022, from 3:00 to 4:00 pm

B. Proposed CORD 2023 meeting dates:

January 12, 2023;	March 9, 2023;	May 11, 2023.
August 10, 2023;	October 12, 2023;	December 14, 2023.

MINUTES
Approval of June 23, 2022, draft minutes



New Hampshire Council on Resources and Development

DRAFT MINUTES – June 23, 2022

MEMBERS PRESENT

Taylor Caswell, Chairman, Commissioner, NH Department of Business and Economic Affairs
 John Martin, Designee, NH Department of Health and Human Services
 Jack Ruderman, Designee, NH Housing Finance Authority
 Mark Doyle, Designee, Department of Safety
 Amy Clark, Designee, Department of Education
 Stephen Labonte, Designee, NH Department of Transportation
 Jared Nylund, Designee, NH Department of Administrative Services
 Tracey Boisvert, Designee, NH Department of Natural and Cultural Resources
 Betsy McNaughten, Designee, NH Fish & Game

OTHER PARTICIPANTS

Stephanie Verdile, NH Office of Planning and Development (CORD Staff)
 Alvina Snegach, NH Office of Planning and Development (Recording Secretary)
 Christopher Aslin, CORD Attorney, Department of Justice
 David Rosenboom, The Bearcamp Center
 Lianne Prentice, The Bearcamp Center
 William Warren, DTC Lawyers
 Christine Fillmore, Drummond Woodsum
 Michael Summerlin, NH Department of Environmental Services, Waste Remediation Bureau
 Charlotte Harding, NH Conservation Land Stewardship Program
 Steven Walker, NH Conservation Land Stewardship Program
 Louis Barker, NH DOT Bureau of Trails

I. ROLL CALL AND INTRODUCTIONS

The meeting was opened at 3:03 P.M. by Chairman Caswell. Council members and guests then introduced themselves.

II. MINUTES

A. Approval of March 10, 2022, draft minutes

MOTION: *On a motion by Mr. Martin, seconded by Ms. Boisvert, the March 10, 2022, minutes were approved by the majority of the Council with Ms. McNaughten, Ms. Clark, Mr. Labonte, Mr. Doyle, and Mr. Ruderman abstaining.*

III. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)

A. Tamworth- Perkins Easement for a Landowner Request for Easement Amendment (Continued from March 10, 2022).

Commissioner Caswell asked Attorney Aslin to provide a brief overview of the issue and any updates. He also noted that there may be a few people present who would like to speak on the issue as well before CORD can resume its discussion.

Attorney Aslin said that there is a proposal before the Council regarding the issue that arose around a conservation easement held by the Town of Tamworth over the property that had been originally conserved under the auspices of the Land Conservation Investment Program (LCIP). The easement language stipulated that the property should remain under one owner if and when transferred, which unfortunately was not the case when the two of the three parcels under the easement were conveyed out to the third party. Attorney Aslin said that there has been some confusion on the part of the Town and the landowner on whether this was allowed; however, the transfer took place, which was later determined by the Department of Justice and its Charitable Trust Division a violation of the easement provision. Mr. Aslin added that in attempt to resolve the situation a proposal has been brought forward to consider allowing the transfer to continue in exchange for the landowner releasing some of their rights to the property. There would be two new Conservation Easements that will include the proposed changes and will supersede and replace the original easement. There is also the Amendment Agreement drafted that asks all the parties involved to acknowledge all the facts that have occurred and to confirm that this proposed solution is acceptable to them and essentially resolves the issue.

Chairman Caswell asked if there was anyone present who would like to address the Council on the issue.

Attorney William Warren from DTC Lawyers said he was representing the Bearcamp Center, and he is appearing in place for Attorney Christopher Boldt who was unable to attend this meeting due to a scheduling conflict. Attorney Warren said that it was his understanding that the Council met in March of this year to initially discuss the facts of the matter and continued that discussion to the meeting today to further consider the facts and the proposal that has been made. There have been extensive communications between the attorneys for CORD, Town of Tamworth, and Bearcamp since then to work out a compromise and deliver the current proposal to make up for the mistake that had occurred with the transfer of these properties. There are four separate documents that Attorney Boldt had provided to the Council:

- a) Amended Agreement which provides a description of what had transpired and provides the opportunity for the parties involved to acknowledge the facts, as well as sets forth how the parties propose to resolve the issue.
- b) Corrective Deed from the Bearcamp Center to the buyer (Zeromile Farm, LLC) which would need to be recorded as the original deed from the Bearcamp center did not contain adequate reference to the original easement.
- c)&d) Two new Conservation Easements to be granted by Bearcamp Center and Zeromile Farm, LLC in order to preserve the land and to continue the original conservation easement over the property.

Attorney Warren said there is no change from the original conservation easement except for the one where Bearcamp Center would relinquish its right to develop the gravel pit on its remaining lot as well as the right to periodically close the road to the pond nearby. Mr. Warren said he is ready to answer questions regarding these documents and reiterated that Attorney Boldt is unable to attend but is willing to answer questions via phone if needed.

Christine Fillmore, with Drummond Woodsum, said she is representing the Town of Tamworth and said there were two major concerns during the previous meeting discussion, one of them being the desire to make sure that if the two easements were allowed to proceed, it would be made very clear that something weird has occurred here and this would not be allowed to repeat; therefore, no precedent would be set. Attorney Fillmore said she felt that the proposed documents addressed this very well and with that, the Town is satisfied with the proposed solution.

Steve Walker with NH Conservation Land Stewardship Program addressed the Council with a statement of the following:

” Good afternoon,

I have given a lot of thought to the topic of Conservation Easements and CORD because I see it as fundamental to who Conservation Land Stewardship is and what CLS does, as we do our work for you. What I have to share is a compilation of CLS thoughts, experiences, opinions, and how we conduct our business. I also have comments related to the Tamworth-Perkins case which is why we are here today. CLS has no decision-making authority, nor am I here to tell you what you ought to do, and cannot, as that is not our purview. I do share concerns that from a policy perspective I think CORD might find useful in their deliberations and decisions, with the idea of helping CORD to avoid negative ramifications, and produce positive results. CORD members are constantly changing as well so this is an opportunity to share some important insights into CLS. DOJ has articulated nicely what the CORD authority is. However, I am reminded that not all CORD members are going to know of, or understand, the world of conservation easements.

If I can leave you with one lasting impression it is this. The consequences of your decisions on what can appear to be a simple straight-forward topic, can be hugely consequential and far reaching. Take whatever time you need to make sure you are getting the best and most complete information possible, and deliberate carefully so that you end up with the best decision.

CORD has received a lot of material regarding the specifics of the Tamworth-Perkins easement violation. I am happy to answer any questions regarding the topic. More so, today I want to speak more to the overarching principles of CLS, how it has functioned since its inception, and what our understandings are.

Much of what I have to share is what I have learned from the previous two program directors. As operations go, we have continued to follow in their footsteps largely using their time-tested model and methods. We are also a partner with other State agencies who have higher authorities than CLS, and we defer to them often.

- The bar for amending / changing a conservation easement was set very high. That is the message we have delivered scores, if not hundreds of times, across three decades. The framers knew that over time, the never-ending succession of landowners would constantly be seeking to nip away at the edges. They knew that this would likely result in an incremental erosion, and insidious demise, of the natural resource protections of LCIP conservation lands, and indeed conservation protections in NH in general. The State invested public dollars in these resources to be held in the ‘public trust’.
- To date I believe only six amendments have occurred. These have typically been for public benefit types of circumstances and often involved traffic safety. I do not recall an

amendment of this sort ever being considered. The Canaan-McKee subdivision violation in 2008, with extremely similar circumstances, was vigorously fought by the State and in the end the original Property condition was reinstated. We do not understand why the Tamworth-Perkins situation is different, as has been posited. As a standard procedure, CLS has never invited the opportunity for landowners to submit a request for an amendment. Where the Use Limitation clearly and unequivocally said “No”, it meant No. I am certain that CLS would not bear up well if we invited amendments for every request we receive. I am of the opinion that CORD and the DOJ would be challenged mightily as well.

- Easements have stated purposes, and many cans (Reserved Rights), and many cannots (Use Limitations). The general rule of thumb across the realm of land conservation easement is; do not mess with them, unless absolutely necessary. As a general rule, “high risk” items should be avoided altogether. As CORD deliberates, it is extremely important to be mindful of any possible IRS implications as well.
- By and large the municipal conservation property monitoring is done by volunteers. I filled that role in my town for a period, and do so for a land trust currently, so I have familiarity with how volunteer commissions can work. These are good people doing the best they can. It can be a thankless task. We respect them. The CLS role is to try and support them in their efforts within the confines of our program. Our work has been likened to pushing the commissions with a rope. To that end, when I became the CLS director I saw the need to create a guidance resource for towns because they also need to push themselves. It was distributed to every CLS contact in June of 2020. The goal was to help them to understand the importance of the work they do and how to do it well, and seek counsel if they are in any way unsure. The guide can be found on our website.
 - It is imperative to remember that in the case of municipal conservation easements, the Town is the Grantee interest, and first in line as being responsible. The State, and CLS are simply not. Our role has always been one that emphasizes technical support. To the extent possible, we also keep a watchful eye on the conservation properties, primarily through annual communications (encouraging annual monitoring) and occasional Field Visits by CLS staff, every 4-6 years.
 - Regarding the CLS role, and what could be described as an insinuation that CLS is somehow at least partially responsible for the subdivision occurring, I reject that notion whole-heartedly. I prepared and will submit a separate document to CORD explaining my position on that point. It is a brief timeline of our 2020 and 2021 calendar years.
 - The charge of conservation commissions where a neighbor must (or chooses to) monitor another neighbor has built in pitfalls, conflicts of interest can be difficult to avoid in small-town NH. This is just the case with Tamworth-Perkins.
 - CORD might consider gathering more information on the machinations and decision making that transpired within the town by the conservation commission and the select board. It could be very useful to understand how the proposed subdivision concept was addressed and why it was not elevated to a higher level

of scrutiny. Subdivision is one of the more consequential actions that can happen to a conservation property. It is a doubling factor, a 100% increase in terms of landowner relations and responsibilities. It has lasting consequences.

- There are many in the conservation arena who firmly believe that municipalities should not have Grantee interests in conservation easements.
- In order for CORD to make an intelligent and sound decision of any kind, much more information should be gathered. I struggle to understand why a 30 year-old non-profit organization, with a Board of Trustees, would NOT hire their own legal counsel for a decision of this magnitude. It might be enlightening to know what specifically went into the decision not to do so. We view this as an extremely serious omission.
 - It would be equally, or more interesting, to understand why the counsel that was retained was by, and for, the buyer. In general, for a transaction such as this that involved a conservation easement, a specific and narrow area of law, hiring a NH attorney would have been the prudent approach, and vastly more intelligent. The role of the Title Company might be worth looking into as well. The poorly executed legal documentation is another red flag in our view.
 - The sale, as it was pointed out to CLS by Charitable Trust Unit, also had an inherent, and serious, conflict of interest. The buyer was a sitting Board member, and apparently the CTU should have been notified. CLS is not following this situation.
- The plaintiff's attorney made a few assertions, and nuanced their position, to the benefit of his client, quite naturally.
 - My experience has taught me that there is always much more to the story than is being told. Here again, one needs to read between the lines, or better yet, seek other more objective sources of information. The details can be revealing.
 - One very key item is that Attorney Boldt, using the CTU Amending Documents guide, made it sound as if all is copacetic and that their proposed amendment would handily pass muster with CTU. What I do not recall being mentioned is the following on page 9 of the CTU guide. It states:
- *Examples of high risk amendments include those that:*
 - Permit prohibited subdivision or residential or commercial development of the land.

This is a very important point that should be paid close attention to. Perhaps we might all benefit by hearing directly from Tom Donovan at CTU, who wrote the first violation notification letter to the town, what exactly this means.

- Should CORD choose to make an amendment or change, there should be very defensible, rock-solid reasons for doing so. Mitigations are best if they are very meaningful if you want to avoid whiplash and a potential cascade of other new

problems. I am of the opinion that the three mitigation concepts offered by the Perkins plaintiff are meaningless at best, and the gate removal can be harmful.

- Consistency has been an imperative for CLS, a hallmark of our work. If you start cutting deals for each landowner / situation that comes down the pike, you do so at great peril. To say no to one person, and yes to another will not work in CLS' or CORD's favor. Easements are in perpetuity. Landowners, land managers, non-profits, etc. they will come and go. Arguably, the most important tool that CORD can, and should, employ is consistency, across the years.

“No” is not an easy answer to deliver, but in my nearly four decades of involvement with land conservation it has invariably been the correct one, the smartest one, and the safest one. To do otherwise can amount to opening Pandora's Box and expose CORD to other problems.

If CORD does want to consider some sort of mitigating maneuver, such as an amendment, I have given serious thought as to what CLS thinks would be advisable and smart. I would be happy to share those if you find yourself in that situation. Just ask.

When conservation easements are created, it is for the purposes of protecting a natural resource. While a Grantor(s) may also derive some benefits, it is the conservation values that are behind the effort and allow easements to exist. Landowners come and go. As I have always been lead to believe, it is the conservation resource that CORD is charged with protecting, not any individual. A conservation easement is a legally binding contract, in perpetuity, binding on all Grantors and their successors. CORD should pay close attention to the boundary between their duty to the protection of the conservation resource, and that of any given landowner's personal situation. I have never understood CORD's role to be a social safety net. Within the greater conservation community, the conservation violation policy stance that I have observed over time tends to be: 'You broke, you fix it'. Begging forgiveness is not a good model to engender.

Finally, CLS staff are just temporary features. Easements and the State live on. CLS, originally LCIP, has been a continual education for me. I thank you for your patience and forbearance as I work my way through the ever unfolding learning process. I hope I too have not crossed any bounds, as I work to be respectful of them. My intent, and hope, is always to do the best for the program, now agency, and keep it true to the course that was originally charted. Each year we submit to CORD an annual report of our activities. For new CORD members, you might find value by visiting our website to learn more. It is a really easy one to navigate. I always encourage critique, and to anyone interested, please join us on a field day.”

Ms. Boisvert asked if the Town of Tamworth had taken an official vote in support of the proposed solution.

Attorney Fillmore responded in the affirmative and added there have been multiple versions discussed prior to arriving at the final proposal, that has been approved by the Town Conservation Commission and the Selectboard. Ms. Fillmore also noted that it is very important to address a very serious accusation that has been raised about a conflict of interest. She said there has been a conflict of interest identified but it was dealt with before it actually arose. Lianne Prentice, the Executive Director of the Bearcamp Center is the current sitting member on the Tamworth Selectboard to which she was elected in March of 2022. She was only involved

with the Tamworth Conservation Commission and Selectboard as a member of the public prior to her election. She was informed by the Board of Selectmen prior to her election that she is running unopposed and would very likely be on the Board, at which point Attorney Fillmore contacted Attorney Boldt to let him know there may be a conflict of interest issue for his client. Ms. Fillmore also made the Conservation Commission and the Board of Selectmen fully aware of this issue. According to Ms. Fillmore's knowledge Ms. Prentice has recused herself from all Selectboard conversations, non-public sessions, and has not been privy to any legal advice provided to the Selectboard throughout this process.

Ms. Boisvert said that the reason she asked the question is because usually it is the town that would bring the request to the Council and not a landowner, which is what this is, and it creates a policy and precedent concern for how the Council operates. She asked if the Town was ready to take on the role of the requestor for this proposal.

Attorney Fillmore responded that she was not authorized to answer that; however, she can say that the Town, since the beginning, has been in contact with the Charitable Trust Unit seeking guidance and is prepared to do what is necessary in this situation. The Town has been actively involved in finding a solution. When the Bearcamp Center retained counsel and brought up the first proposal, the Town was not comfortable with accepting it because it did not address the issue of creating precedent. Attorney Fillmore continued to say that as it stands now, the Town does approve the amendment that is proposed and if it does not get approved, the Town is willing to work with the State to figure out what it needs to do next.

Mr. Nylund asked Ms. Fillmore if she was aware whether the Town had the baseline easement documents on file. She said she believed it did but could not confirm that. Mr. Nylund asked if the Council could get a copy of the documents, and Ms. Fillmore answered affirmatively. Mr. Nylund also asked if there has been any sort of agricultural management plan proposed by the Zeromile Farm, LLC or the Bearcamp Center as required by the easement. Ms. Fillmore responded that the management plans were not discussed during this process.

Lianne Prentice from the Bearcamp Center answered that the Bearcamp Center continues to carry out the management plan, however, the forest management part of it is no longer relevant, as the land the Center retained is not forested. Zeromile Farm is in the process of developing their own plan and they have the original documents from the Bearcamp Center and all the relevant contacts. Ms. Prentice added that the plans also depend on the resolution of this process, as it will determine who will retain ownership of the land.

Chairman Caswell said that the Council is being asked to consider an amendment to the conservation easement and asked the members whether there was a potential motion that could be made prior to the Council continuing discussion.

MOTION: Ms. Boisvert made a motion that the Council is NOT in favor of endorsing the current amendment that is before it. Mr. Doyle duly seconded.

Mr. Doyle said that he is new to the Council and is not privy to any discussion that happened, and, although he reviewed a lot of materials, he neither feels comfortable making a decision predicated upon little information, nor does he see a basis where the Council has standing to make a decision. Mr. Doyle said that in his view it is the Town that should be making a decision on how to move forward, and that Town's decision would become the basis for the Council to

act. He added that to him it sounds like the Council is in the middle of something it has no desire to be in the middle of, because nobody has made a decision yet, and it does not seem that it is the CORD's decision to make.

Ms. Boisvert said she can see the Town has vetted the proposed solution and is fully onboard with it; however, DNCR is concerned with the precedent this may set. There are other easements that are controlled by various entities that have the exact same language in them, and the potential stream of similar issues from requestors under similar circumstances. Ms. Boisvert said they would like to at least see the Town make another attempt to find another creative solution that would result in the property being put together and come back to the Council with additional information.

Mr. Nylund stated that usually when a conservation easement is proposed to be amended, the amendments have to do with enhancement or at least no deterioration of conservation values. He is not sure whether the mitigation that is offered has been considered by the Town as equivalent to the conservation values that have been lost, or if the Town considers that the violation of the unified ownership/no subdivision clause of the easement as a loss of a conservation value. Mr. Nylund added that the Town has a fiduciary responsibility as the enforcer of this easement to be fully engaged in its stewardship and the Town should be taking full lead in this process.

Ms. McNaughten added that NH Fish & Game is also concerned with the proposed amendment of the conservation easement. She added that taking the path of least resistance and amending easements is concerning to the Department and it is a slippery slope. Attorney Aslin left at 3:43 PM.

Ms. Boisvert noted that this provision is found quite often in conservation easements and it is important to make sure this is not treated as some administrative issue. When the property is protected by a conservation easement it is intended to be managed as a whole and in this case there are wetlands on one parcel, trails on the other, and the old homestead, that has historical importance, on the third parcel, and all are protected by this one easement, therefore it is very important to uphold this provision.

Chairman Caswell called the vote on the motion, reiterating that the motion was made that the Council does not accept this amendment at this point.

Motion carried with a unanimous vote in favor.

IV. SURPLUS LAND REVIEW

- a) 2021 SLR 006 (Continued from March 10, 2022) Request from the NH Bureau of Rail and Transit to lease approximately 40,000 sq ft of railroad line in the Town of Londonderry to an abutter for the storage of landscape materials per RSA 228:57, which allows the leasing of State-owned properties to landowner's property that abuts the railroad property, and the proposed use does not adversely impact the use of the property by the State or other authorized users.**

Ms. Verdile introduced 2021 SLR 006 and noted it was continued from the March 2022 meeting. Louis Barker from the NH DOT Bureau of Trails described the proposal and noted there was a

pre-existing encroachment on the rail trail owned by the state by the existing abutters who proposed to lease that portion of the state-owned railroad right of way. Mr. Barker provided a brief history of the railroad corridor in that area and answered questions about right of way width, any obstructions, the location of the lease area, etc.

Ms. Boisvert spoke about the SLR review process and what it entails.

***MOTION** made by Mr. Nylund, seconded by Mr. Ruderman to recommend approval of the lease approximately 40,000 sq ft of railroad line in the Town of Londonderry to an abutter for the storage of landscape as outlined in the 2021 SLR 006 application materials. The motion was adopted with an 8:0:1 vote by the Council with Mr. Labonte abstaining.*

b) 2021 SLR 007 (Lunenburg, Vt)

Request from the Bureau of Rail & Transit to propose to grant an easement over a parcel approx. 1320 sq ft of railroad land in the Town of Lunenburg, Vermont to Green Street Power Partners, a lessee of an abutting property, for installation, use, and maintenance of an overhead electrical facility per RSA 228:57, which allows for leasing of state-owned railroad property to a railroad operator or other public use.

Ms. Verdile read the item into the record and said Mr. Barker is going to be speaking about this application. Mr. Barker from the NO DOT Bureau of Rail and Transit presented the details of the application and explained why a lease option was not suitable to the company due to their long term funding requirement for a more secure option in terms of ownership, which the easement is. He also spoke about the applicant agreeing to abide by all the necessary clearance requirements and horizontal offsets for the poles.

***MOTION** was made by, Mr. Ruderman, seconded by Mr. Doyle, to recommend approval of granting the easement of approximately 1320 sq ft of railroad land in the Town of Lunenburg, Vermont to Green Street Power Partners as outlined in the 2021 SLR 007 application materials. The motion was adopted with an 8:0:1 vote by the Council with Mr. Labonte abstaining.*

c) 2022 SLR 001 Request from the New Hampshire Department of Administrative Services (NHDAS), on behalf of the New Hampshire Department of Environmental Services (NHDES), to lease two abutting parcels of land that were a former gravel pit and waste disposal site acquired by the State in the early 1980's. The parcels have gone through the remediation process under the Federal Superfund program the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The proposal is to lease the property to a special purpose entity that will construct, install, and operate a commercial solar farm.

Ms. Verdile read the item into the record and explained that the site is a former gravel pit and a waste disposal site that has gone through remediation. Proposed use is a solar farm. Mr. Nylund said he can present this application which was submitted on behalf of NHDES and added that this was a former Superfund Site, in which NHDES retains an interest. The company is proposing to build an above ground commercial solar power generation facility. Mr. Nylund emphasized that part of the deal is that all the equipment will be installed above ground. The

lease maximum term is up to 47 years and that is with all possible extensions. The company will be required to remove all equipment once the lease is up.

Mr. Nylund answered questions about the NHDES authority and state ownership of the land.

***MOTION** was made by Mr. Caswell, seconded by Ms. Boisvert, to recommend approval of to lease two abutting parcels of land that were a former gravel pit and waste disposal site as outlined in the 2022 SLR 001 application materials. The motion was adopted with an 8:0:1 vote by the Council with Mr. Labonte abstaining.*

V. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)

A. Nothing at this time.

VI. OTHER BUSINESS

- **Conservation Land Stewardship Program-CORD Custodial Account Agreement finalization**

Chairman Caswell noted that under Other Business there was the Conservation Land Stewardship Program – CORD Custodial Account Agreement.

Steve Walker spoke about his understanding of the agreement being an agreement between CORD and the Treasury to manage the endowment, and he does not believe that CLS is really involved in this process except when it comes to receiving information and reports. Mr. Walker explained how he got involved in the process and what has happened since he did. He added that he does not think he should be listed on page two as one of the people receiving the reports; however, in his opinion, DNCR and DAS probably should be. Ms. Verdile added more to the background of the issue and said she had also invited a representative from the Treasury to attend the meeting. Ms. Verdile added that there is no strict deadline for the Council to make a decision on this. After a brief back and forth on the details of the endowment management and background it was decided there should be a more in-depth discussion at the next CORD meeting when a representative from State Treasury can attend.

- **Future CORD meeting dates.**

Members discussed possible dates and agreed to schedule the next meeting for August 11, 2022, at 3:00 PM. Tentatively a subsequent meeting date was chosen to be October 13, 2022, pending what happens at the August meeting.

Members also discussed the need to draft a formal letter with the decision on the Perkins easement. Ms. Verdile said she will circulate a draft once she prepared it and ran it by Attorney Brooks or Aslin.

Mr. Walker said he would like to address Attorney Fillmore's comment made earlier about an accusation of conflict of interest, which he thought was not a correct reference. Mr. Walker explained that he was speaking about the board membership of the land buyer that was identified by the Charitable Trust Unit as a conflict of interest, and NOT Lianne Prentice's role on the Tamworth Selectboard. He said he just wanted to clarify it for the record.

With business completed, the meeting was adjourned at 4:15 PM.

III. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)

A. Land Conservation Endowment Fund. Request for authorization of Custodial Agreement



TO: Council on Resources and Development (CORD)

From: Jennifer Gilbert, Director
Office of Planning and Development

RE: Summary of Land Conservation Endowment Fund request for authorization of custodial agreement for September 29, 2022 CORD Meeting

DATE: September 19, 2022

The following is a summary of the Land Conservation Endowment and CORD’s statutory responsibilities.

- In 1993, the same year that the authority of the former Land Conservation Investment Program was transferred to CORD, the Land Conservation Endowment (Endowment) was established.
- Per RSA 162-C, the Endowment shall be maintained in perpetuity and shall be utilized by CORD only for the purposes of monitoring and enforcing the property rights of persons with ownership interests in property acquired through the former land conservation investment program.
- Per RSA 162-C, CORD shall oversee, direct, and expend funds in the Endowment.
- The Endowment is a trust fund in the custody of the State Treasurer. Per RSA 162-C, the principal of the Endowment shall be managed by the State Treasurer for the sole purpose of providing a perpetual source of income, as defined by the State Treasurer.
- A long-standing series of Custodial Account Agreements (Agreement) have been in place between the State Treasury and CORD. This Agreement authorizes the State Treasury to invest and reinvest in legal investments and designates Authorized Agents to transact on behalf of CORD.
- CORD’s chair is designated as Administrator of the Endowment. Per RSA 11:5, all trust fund administrators shall notify the State Treasurer, at least biennially, of the investment objective of any funds under their control. A change in the CORD chair/Administrator requires a change to the Agreement.
- When a new Agreement is needed, CORD has historically voted to authorize the CORD Chair to sign the Agreement.

Therefore, a new Agreement is being presented to CORD formalize a change in the CORD Chair and changes to the Authorized Agents. These changes are needed due to the July 1, 2021, transfers of CORD to the Department of Business and Economic Affairs and the Conservation Land Stewardship Program to the Department of Administrative Services from the former Office of Strategic Initiatives.

The new Agreement authorizes CORD Chair, Taylor Caswell, as the Administrator of the Land Conservation Endowment. In additions, it authorizes new Agents from the Department of Administrative Services to transact on behalf of CORD. The new Agreement continues to designate growth/income as the investment objective for the account.

Recommended Motion for CORD: Authorize Taylor Caswell to sign the Custodial Account Agency Agreement for the Land Conservation Endowment Fund.

STATE OF NEW HAMPSHIRE
STATE TREASURY
CUSTODIAL ACCOUNT AGENCY AGREEMENT

THIS AGREEMENT, entered into, by and between the State of New Hampshire Treasury (“State Treasury”) as Custodian for the **Land Conservation Endowment** (“Account”) and the **Council on Resources and Development** (“Agency”), authorizes the State Treasury to invest and reinvest in legal investments allowable under RSA 6:8 for the benefit of the Account in compliance with the below instructions. Additionally, the individual(s) designated as Authorized Agents (“Agent(s)”) is/are duly authorized to transact on behalf of the Agency and/or authorized to receive statements and account reconciliations of the aforementioned Account.

1. Investment Objective

In accordance with RSA 11:5, all trust funds in the custody of the State Treasurer shall be invested and reinvested in legal investments allowable under RSA 6:8, and all Trust Fund Administrators (“Administrator”) shall notify the State Treasurer, at least biennially, of the investment objective of any funds under their control. The aforementioned investment objectives are established by RSA 11:5 and are set forth in the attached Addendum A.

In compliance with RSA 11:5, I **Taylor Caswell**, as Administrator of the above referenced Account, designate **Growth/Income as titled in 11:5** (subject to the attached investment policy), to be the investment objective for the Account.

Unless specified otherwise in writing by the Administrator, the State Treasurer will provide an annual report on the financial activities of the Account in accordance with RSA 11:5-b.

2. Authorized Agent(s)

On the following page, indicate one of the following levels of authority for those authorized on the Account:

Inquiry Only (I)- This authorization allows the Agent(s) to inquire in the account specified only. They may receive statements and reconciliations for the Account.

All (A)- This authorization allows the Agent(s) to initiate account transactions on behalf of the Agency in addition to receiving statements and reconciliations for the Account.

STATE OF NEW HAMPSHIRE
STATE TREASURY
CUSTODIAL ACCOUNT AGENCY AGREEMENT

NAME	TITLE	AUTHORIZATION (Check One)
Stephen Walker	CLSP Director	<input type="checkbox"/> I <input checked="" type="checkbox"/> A
Maureen Ryan-Hoffman	DAS, CFO	<input type="checkbox"/> I <input checked="" type="checkbox"/> A
Katherine Schmitt	DAS Business Admin. III	<input type="checkbox"/> I <input checked="" type="checkbox"/> A
		<input type="checkbox"/> I <input type="checkbox"/> A
		<input type="checkbox"/> I <input type="checkbox"/> A

The parties shall update the terms of this agreement biennially in accordance with RSA 11:5. This update shall be initiated by the State Treasurer.

By signing below, both parties agree to the conditions stated above.

(Date) (Taylor Caswell, CORD Chairman / Trust Fund Administrator)

(Date) (Monica Mezzapelle, State Treasurer and Custodian)

**B. Land Conservation Endowment Fund.
Request for authorization to expend for FYs
2024 and 2025.**

INTER-DEPARTMENT MEMO

TO: Council on Resources and Development (CORD)
Department of Business and Economic Affairs

From: Stephen Walker, Director, Conservation Land Stewardship Program
Tracey Boisvert, Land Mgt. Bureau Administrator, DNCR Division of Forests and Lands

RE: Request of the Conservation Land Stewardship Program and the Dept. of Natural and Cultural Resources for FY 2024 and FY 2025 Disbursements from the Land Conservation Endowment (LCE)

DATE: September 16, 2022

Income from the Land Conservation Endowment is used to support monitoring and stewardship activities performed by the Conservation Land Stewardship Program for conservation property interests acquired through the Land Conservation Investment Program (LCIP) and a limited number of State-held non-LCIP conservation easement projects where stewardship funds have been deposited into the endowment for that purpose.

Income is also utilized by the Department of Natural and Cultural Resources (DNCR) for monitoring and stewardship of conservation easements held by DNCR, where stewardship endowment contributions have been deposited into the fund. To date DNCR has deposited six contributions totaling \$251,500.

The Land Conservation Endowment is managed through the Treasury Department by Fidelity Investments using a “growth with income” investment strategy, which has been approved by CORD. The market value of the LCE at the end of June 2022 was \$4,407,476.

For fiscal years 2024 and 2025, CLS and DNCR are seeking CORD authorization to disburse up to \$250,621 for each fiscal year, which represents 5.5% of the 12-quarter rolling average of the market value as of June 30, 2022. This maximum annual disbursement would be split between the two agencies based on the proportionate percentage of contribution as follows: CLS - \$233,829 and DNCR - \$16,792. These figures have been reviewed and approved by Treasury Department staff.

Recommended Motion for CORD: Authorize disbursal of up to \$250,621 from the Land Conservation Endowment each year for fiscal years 2024 and 2025 to be split between the CLS Program and the Department of Natural and Cultural Resources as follows: CLS - \$233,829 and DNCR - \$16,792.

C. Update on Tamworth-Perkins Easement.

From: Christopher Boldt <[REDACTED]>
Sent: Monday, September 19, 2022 1:03 PM
To: Verdile, Stephanie
Cc: Quinlan, Diane; C. Christine Fillmore; Brooks, Kelvin
Subject: The Bearcamp Center/Perkins Conservation Easement - Revised Settlement Documents and Request to be on CORD's Agenda for September 29th
Attachments: 2022 09 17 Settlement Agmt final clean.docx; Letter to C. Johnston and C. Boldt re Estella Perkins CE.pdf; 2022 06 01 Corrective Deed.pdf; Quitclaim Deed rev'd 09-15-22 final.pdf; 2022 09 12 copy - signed P&S.pdf
Importance: High

Good Afternoon Ms. Verdile:

In light of the results of CORD's consideration of the Parties' prior settlement efforts at the June 23, 2022 Meeting, the Parties have "gone back to the drawing board"; and we have reached what all believe to be an appropriate resolution. The gist of this new Settlement Agreement is that the "Central Section" of land covered by the original 1991 Perkins Conservation Easement would be conveyed in fee from the Sandwich Community School, Inc. ("the School") to Zeromile Farm LLC ("the LLC") so that all three Sections of the original Conservation Easement would then be owned by the LLC. Attached for CORD's review are copies of the following documents, which have all been reviewed and revised (all except the P&S) with the input of Attorney Brooks for CORD, Attorney Quinlan for the Charitable Trust Unit and Attorney Fillmore-Johnston for the Town of Tamworth:

- (i) the signed Purchase and Sales Agreement ("P&S") between the School and the LLC;
- (ii) the proposed Settlement Agreement reflecting the terms of this resolution;
- (iii) the Quitclaim Deed for the "Central Section" from the School to the LLC with appropriate reference to the original Conservation Easement and other terms set forth in the P&S and the Settlement Agreement;
- (iv) the Corrective Deed from the School to the LLC to make appropriate reference to the original Conservation Easement burdening the East Section and the West Section previously conveyed to the LLC as set forth in the Settlement Agreement; and
- (v) Attorney Quinlan's "no action" letter dated September 16, 2022 as referenced in the Settlement Agreement.

The Town's Selectmen, the School and the LLC have also reviewed and approved these documents. Once CORD approves these documents, then the Parties will execute the Settlement Agreement; and the School and the LLC will tender an appropriate Subdivision Application to the Town's Planning Board so that the "Central Section" would be carved off of the remaining portion of the School Lot. Once the Planning Board approves that Subdivision Application, including its surveyed Plan, the Corrective Deed and the Quitclaim Deed would be signed by the School and the LLC; and those Deeds and the Subdivision Plan would be recorded at the Carroll County Registry of Deeds. Per the terms of the Settlement Agreement, I would then provide copies of the recorded documents to Attorneys Fillmore-Johnston, Quinlan and Brooks; and this matter would finally be considered "closed".

Accordingly, I respectfully request that this matter be placed on the Agenda for the Cord meeting on September 29, 2022 and that you confirm that we are on said Agenda as quickly as possible.

Many thanks for your time and attention; and please do not hesitate to call or email me if you have any questions.

All the best.

Chris

Chris Boldt, Esq.

Donahue, Tucker & Ciandella, PLLC

Please Note: Our Exeter office street name has changed to Acadia Lane, Exeter, NH 03833-4924 (WE HAVE NOT MOVED).

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From: C. Christine Fillmore
Sent: Wednesday, September 21, 2022 2:55 PM
To: 'Christopher Boldt'; Verdile, Stephanie
Cc: Caswell, Taylor; Gilbert, Jennifer; Quinlan, Diane; Brooks, Kelvin
Subject: RE: September 29th CORD meeting

Hello Stephanie,

To add to what Chris said, my understanding was that if the parties came back to propose a different sort of amendment to the original conservation easement, CORD wanted the Town to present it. However, no amendment is being proposed. The transaction will simply transfer the remaining parcel so that all 3 portions of the property are owned by the same party, complying with the terms of the original easement.

As Chris noted, I am not available on the 29th. I will plan to have someone else from my firm attend to tell CORD that both the Conservation Commission and the Board of Selectmen are in favor of this transaction because it brings the property back into compliance with the original terms of the easement.

Regards,
Christine

C. Christine (Fillmore) Johnston
Attorney

██████████
██████████
670 N. Commercial Street, Suite 207, Manchester, NH 03101
800.727.1941 | 603.716.2899 Fax | dwmlaw.com



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From: Christopher Boldt <██████████>
Sent: Wednesday, September 21, 2022 2:48 PM
To: Verdile, Stephanie <██████████>
Cc: Caswell, Taylor ██████████; Gilbert, Jennifer ██████████; C. Christine Fillmore ██████████; Quinlan, Diane ██████████; Brooks, Kelvin <kelvin.a.brooks@doj.nh.gov>
Subject: September 29th CORD meeting

Good Afternoon Stephanie:

In short, yes, we do want CORD to consider and ideally approve this course of action and these documents so that this matter can be concluded.

As for a representative of the Town, I believe that Attorney Fillmore-Johnston will be unable to attend but would have another member of her Firm present to represent the Town. I was expecting to "pull the laboring oar" in making the presentation however. As indicated in my earlier email to you, Attorney Fillmore-Johnston has run these documents by the Town's Selectmen and Conservation Commission and gained approval for this course of action.

I hope this answers your and/or the Chair's questions so that we can proceed on the 29th. I do ask that you confirm that we are "good to go" on that Agenda.

Of course, please let me know if there are any further questions.

All the best.

Chris

Chris Boldt, Esq.
Donahue, Tucker & Ciandella, PLLC

Please Note: Our Exeter office street name has changed to Acadia Lane, Exeter, NH 03833-4924 (WE HAVE NOT MOVED).

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From: Verdile, Stephanie [REDACTED]
Sent: Wednesday, September 21, 2022 2:34 PM
To: Christopher Boldt [REDACTED]
Cc: Caswell, Taylor [REDACTED]; Gilbert, Jennifer [REDACTED] C. Christine Fillmore [REDACTED]; Quinlan, Diane [REDACTED]; Brooks, Kelvin [REDACTED]
Subject: [EXTERNAL] September 29th CORD meeting

Good afternoon Attorney Boldt,


We reviewed and briefly discussed your email and request to be added to the 9/29/22 CORD meeting agenda with Commissioner Caswell, CORD Chair. We have included below a couple of comments and questions that we have regarding this request.

- As discussed during the June CORD meeting, there are still some uncertainties as to what the expectations are for CORD. Is the purpose of this agenda item to be considered an update or is the expectation that CORD will vote?
- Also, as discussed at the last CORD meeting, members expressed their desire for the Town to bring forward information to CORD. Will a representative from the town be presenting this information at the 9/29 meeting?

Thank you-

Stephanie N. Verdile

Principal Planner
Department of Business and Economic Affairs
Office of Planning and Development
State of New Hampshire
Phone (603) 271-1765



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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

September 16, 2022

Tamworth Conservation Commission
c/o C. Christine (Fillmore) Johnston, Esq.
670 N. Commercial St., Suite 207
Manchester, NH 03101

Chris Boldt, Esq.
Donahue, Tucker & Ciandella, PLLC
Acadia Lane
Exeter, NH 03833-4924

Re: Estella B. Perkins Conservation Easement

Dear Attorneys Johnston and Boldt:

This letter is to respond to the request for review of the proposed transaction between Bearcamp Center for Sustainable Community ("the Center") and ZeroMile Farm, LLC ("ZeroMile") involving real estate burdened by a conservation easement held by the Town of Tamworth Conservation Commission.

By way of background, the Center owned three parcels of land in Tamworth that were burdened by a conservation easement granted by Estella B. Perkins to the Town of Tamworth in 1991. In March 2021, the Center sold two of the parcels to ZeroMile in violation of the terms of the conservation easement, which prohibited the subdivisions of the parcels between multiple owners.

In order to resolve the violation of the easement deed, the Center proposes to sell the third parcel to ZeroMile for \$11,434.50. The purchase price is based upon a 2020 appraisal conducted in connection with ZeroMile's purchase of the other two parcels in 2021. In connection with the sale, the parties will execute at the closing a corrective deed that clearly and properly refers to the conservation easement. The Town of Tamworth agrees to the proposed transaction.

Based on the foregoing, the Charitable Trusts Unit hereby issues this "no action" letter with respect to the proposed transaction.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Murphy Quinlan".

Diane Murphy Quinlan
Director of Charitable Trusts
(603) 271-3591
[REDACTED]

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is made and entered into as of _____, 2022, between Sandwich Community School, Inc., now known as The Bearcamp Center for Sustainable Community (“**the Center**”), the Town of Tamworth, New Hampshire (“**the Town**”), ZeroMile Farm, LLC, (“**the LLC**”), and the New Hampshire Council on Resources and Development (“**CORD**”), (collectively, “**the Parties**”).

Whereas, the Center owns certain property situated in the Town consisting of land and various buildings designated as Tax Map 420, Lot 39 (“**the Center Lot**”); and

Whereas, the LLC owns certain property situated in the Town consisting of land and various buildings, and whereas for purposes of this Agreement such property is limited to those parcels designated as Tax Map 420, Lot 16 and Tax Map 420, Lot 45 (“**the LLC Lots**”); and

Whereas, the LLC acquired the LLC Lots from the Center (“**the Transaction**”) by that certain deed dated March 1, 2021, as recorded at the Carroll County Registry of Deeds (“**the Registry**”) at Book 3572, Page 680 (“**the LLC Deed**”); and

Whereas, prior to the Transaction, the Center Lot and the LLC Lots were and still are burdened by the terms of that certain Conservation Easement Deed granted by Robert H. Perkins and Peter H. Fauver, Esq., Co-guardians of the Property and Person of Estella B. Perkins (“**the Grantor**”), dated December 6, 1991, as recorded at the Registry at Book 1467, Page 1002 (“**the Easement**”); and

Whereas, the Easement is further described as three separate parcels as shown on that certain Conservation Easement Plan recorded at the Registry at Plan Book 138, Page 65 (“**the Plan**”), namely “the West Section”, “the East Section” and “the Central Section”; and

Whereas, by the terms of the Easement, the portion of the Center Lot burdened by the Easement is “the Central Section”, which is located solely on the west side of the Town maintained highway known as Bunker Hill Road (“**the Road**”); and

Whereas, by the terms of the Easement, the entirety of the LLC Lot TML 420-45 burdened by the Easement is “the East Section”, which is located solely on the east side of the Road; and

Whereas, by the terms of the Easement, the entirety of the LLC Lot TML 420-16 burdened by the Easement is the “West Section”, which is located solely on the west side of the adjacent State maintained highway known as Route 113 (“**the Highway**”); and

Whereas, by the terms of the Easement Article I.B, “the Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and may be sold, transferred, devised or conveyed only in its entirety” (“**the Provision**”); and

Whereas, prior to the Transaction, Lianne Prentice, Director of the Center, conferred with Nelson O'Bryan, Chair of the Town's Conservation Commission, the Town Board which monitors the Easement and similar easements in Town, during the Fall of 2020 about the meaning of the Provision in light of the Center's desire to enter into the Transaction; and

Whereas, because the Transaction did not require any subdivision approval by the Town's Planning Board, Ms. Prentice and Mr. O'Bryan innocently believed that the Provision did not bar the Transaction; and

Whereas, Mr. O'Bryan's Annual Monitoring Inspection Report for the Easement dated December 4, 2020, which was filed with the Town's Selectmen, the Town's Conservation Commission, and with Steve Walker at the Conservation Land Stewardship Program ("CLSP"), reflected the terms of the Transaction to the extent that the East and West Sections would be conveyed separately from the Central Section, which was being retained by the Center; and

Whereas, upon the Closing of the Transaction in March 2021, the Center used the sale proceeds to pay off the Center's Mortgage and to repair the Center's buildings outside of the Easement, which buildings are the "first colonial homestead" referenced in the Easement; and

Whereas, at and before the time of the Closing of the Transaction, neither the Center nor the Town had the benefit of legal counsel; and

Whereas, not until Fall of 2021, did CLSP, or the Town raise any questions about or objections to the Transaction; and

Whereas, the Center and the LLC have promptly and diligently sought to cooperate with CLSP, the Town, the N.H. Office of the Attorney General, the Charitable Trust Unit ("CTU") and CORD to amicably resolve this matter, including but not limited to explaining the background to the Transaction and showing how this Agreement complies with the provisions of Amending or Terminating Conservation Easements: Conforming to State Charitable Trust Requirements – Guidelines for New Hampshire Easement Holders; and

Whereas, the CTU has issued a "no action letter" with respect to the proposed transaction between the Center and the LLC.

NOW THEREFORE, the Parties agree to settle and resolve any and all disputes concerning the Transaction as follows:

1. Conveyance of the Central Section to the LLC and Corrective Deed

- a. The Center and the LLC hereby agree to enter into a Purchase and Sales Agreement ("the P&S") in the form attached hereto as "Exhibit A" so that the LLC shall acquire fee ownership of the Central Section burdened by the terms of the Easement, with the Center and the LLC splitting the cost of the preparation of the necessary Subdivision Plan and gaining approval of the Town's Planning Board for such Subdivision. The

Deed for this conveyance shall expressly refer to the Easement as well as such other terms as set forth in the P&S in the form attached hereto as “Exhibit B”. That Center and the LLC anticipate that this Subdivision approval could occur by November 1, 2022 so that the Closing of the P&S could occur by early December, 2022. The Parties agree and acknowledge that (i) transfer of the ownership of the Central Section to the LLC cannot legally occur unless and until the Tamworth Planning Board has approved the Subdivision Plan and such Plan has been recorded at the Carroll County Registry of Deeds, and (ii) the Tamworth Select Board cannot require or guarantee such approval. In the event that the Subdivision Plan is not approved, the Parties agree to resume negotiations in good faith to resolve issues related to the Transaction.

- b. The Center and the LLC hereby agree to execute at the Closing of the P&S a Corrective Deed in the form attached hereto as “Exhibit C” so that the LLC Deed clearly and properly refers to the Easement, with the Center and the LLC splitting the cost of the preparation of that Corrective Deed by the Center’s attorney and the associated recording fees; and
- c. The Center’s attorney shall provide copies of these recorded documents to the Town, CORD and CTU.

2. Disposition of All Concerns regarding the Transaction

Upon full execution and performance of this Agreement, the Parties expressly agree that all concerns regarding the Transaction shall be deemed resolved and withdrawn.

3. No Admissions

This Agreement is intended solely to resolve all concerns and potential disputes regarding the Transaction. Nothing in this Agreement is intended to be nor shall constitute an admission by any party for any purpose whatsoever and this Agreement shall not be used by any party or any other person as evidence in any other matter or proceeding, except that this Agreement may be used as evidence in any suit or proceeding to enforce the terms of this Agreement.

4. No Binding Precedence

The Parties expressly acknowledge and agree that this Agreement is entered into due to the unique set of combined circumstances set forth above and that this Agreement does not and cannot serve as any precedence for the consideration or determination of any future request for amendment of any other Conservation Easement.

5. Miscellaneous Provisions

Each of the Parties represents and warrants that it has full power and authority to enter into and execute this Agreement, have had access to the counsel of their own respective attorneys, and that all applicable laws, ordinances, rules and procedures have been satisfied in the approval and execution of this Agreement.

This Agreement may not be changed, altered, modified or waived except by written amendment entered into by all of the Parties or their successors-in-interest.

This Agreement shall be binding on the Parties' successors and assigns.

Except as otherwise provided herein, the Parties acknowledge and agree that they will each bear their own expenses incurred, including their own attorneys' fees and costs, associated with the events leading up to this Agreement and the performance of this Agreement, unless otherwise expressly set forth herein.

The Parties acknowledge that this Agreement constitutes a full, final and complete settlement of their differences with regard to the subject matter hereof and supersedes any and all other written or oral communications or understandings between or among them related hereto. The Parties further acknowledge that this Agreement contains the sole and entire agreement between the Parties related to the subject matter of this Agreement.

This Agreement shall be governed by the laws of the State of New Hampshire, without regard to its choice of law principles.

This Agreement was approved by the Town's Selectmen at a duly called and noticed public meeting held on September _____, 2022.

This Agreement was approved by CORD at a duly called and noticed public meeting held on September _____, 2022.

This Agreement is EXECUTED by the undersigned, duly authorized representatives of the Parties.

**The Sandwich Community School, Inc. now
known as The Bearcamp Center for Sustainable
Community**

Dated: _____, 2022

By: _____
Printed Name: Lianne Prentice
Title: Director, Duly Authorized

TOWN OF TAMWORTH

Dated: _____, 2022

Emery Roberts,
Chair of the Board of Selectmen

Dated: _____, 2022

Kelly Goodson,
Member of the Board of Selectmen

Dated: _____, 2022

Richard Doucette,
Member of the Board of Selectmen

Dated: _____, 2022

Karl Behr,
Member of the Board of Selectmen

ZEROMILE FARM, LLC

Dated: _____, 2022

By: _____
Printed Name: Clayton Prill
Title: Manager/Member, Duly Authorized

**THE NEW HAMPSHIRE COUNCIL ON
RESOURCES AND DEVELOPMENT**

Dated: _____, 2022

By: _____
Printed Name: K. Allen Brooks, Esq.
Title: Senior Assistant Attorney General,
Duly Authorized

IMPORTANT: A Site Assessment Study prepared by a permitted designer **MUST** be attached to any P&S Agreement for sale of developed waterfront property to confirm whether the septic system complies with State law. See NH RSA 485-A:39 and Administrative Rules ENV-WQ 1025.01-07.

SALES AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this 8 day of Sept, 2022, (herein the "Effective Date") between **The Sandwich Community School, Inc., now known as The Bearcamp Center for Sustainable Community**, with a principal place of business at 1164 Bunker Hill Road, Town of South Tamworth, County of Carroll, State of New Hampshire 03883 (hereinafter "SELLER"), and **Zeromile Farm, LLC** a New Hampshire limited liability company, with a mailing address of P.O. Box 33, South Tamworth, NH 03883 (hereinafter "BUYER").

WITNESSETH: That the SELLER agrees to sell and convey and the BUYER agrees to buy certain real estate being a 10.71 acre +/- portion of land located on Bunker Hill Road, as more particularly described in the deed recorded in the Carroll County Registry of Deeds ("the Registry") at Book 1467, Page 1016 as currently burdened by that certain Conservation Easement as recorded at the Registry at Book 1467, Page 1002 (the "Premises").

cl

The SELLING PRICE is Eleven Thousand Four Hundred Thirty-Four and 50/100 DOLLARS (\$11,434.50), payable as follows:

DEPOSIT, receipt of which is hereby acknowledged in the form of a check is to be held in an escrow account by Seller's Attorneys, Donahue Tucker & Ciandella, PLLC ("Escrow Agent") in the sum of ONE HUNDRED DOLLARS (\$100.00); and

BALANCE of SELLING PRICE by WIRE TRANSFER on or before the Closing Date in the sum of Eleven Thousand Three Hundred Thirty-Four and 50/100 DOLLARS (\$11,334.50)

DEED: Marketable Title shall be conveyed by a WARRANTY DEED and shall be free and clear of all encumbrances except usual public utilities serving the Premises, the Conservation Easement referenced above, other restrictive covenants of record, if any, and the terms of the Additional Provisions Section of this Agreement.

TRANSFER OF TITLE: On or before thirty-one (31) days following the approval by the Tamworth Planning Board of the necessary Subdivision Approval called for in the Additional Provisions Section of this Agreement, which the parties anticipate will be on or about December 1, 2022 (the "Closing Date") at Escrow Agent's office located at 164 NH Route 25, The Towle House, Unit 2, Meredith, NH 03253, or another mutually agreeable location.

POSSESSION AND CONDITION OF PREMISES: Free of all tenants, personal property, and encumbrances except as stated herein is to be given on or before the Closing Date; and the BUYER shall have the right to inspect the Premises for compliance twenty-four (24) hours prior to closing.

W 9/8/22
cl 9/8/22

BROKERS: Each party shall indemnify and hold harmless the other for any claims made by any broker claiming to represent that party in regard to this transaction. Each party represents that they have engaged no broker in this transaction other than as provided herein. The aforesaid obligation to hold harmless and indemnify shall include all costs, expenses, reasonable attorney's fees, and any other settlement or payment of judgment.

INSURANCE: While there are no buildings on said Premises, the Premises shall, until the full performance of this Agreement, be kept insured against Fire, with Extended Coverage by the SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of the deed, to the BUYER, unless the Premises shall previously have been restored to their former condition by the SELLER; or, at the option of the BUYER, this Agreement may be rescinded and the deposit refunded if loss exceeds \$5,000. The SELLER shall provide evidence of current insurance coverage to the BUYER upon request.

TITLE: If BUYER desires an examination of title, he/she/they shall cause the same to be completed within thirty (30) days of the Effective Date of this agreement and shall pay the cost thereof. If, upon examination of title, it is found that the title is not marketable, SELLER shall be informed of the defect or defects and shall be given sixty (60) days to cure such defect. If SELLER cannot cure such defect or defects within this time, at BUYER's sole option he may take title subject to the uncured defect or this Agreement may be rescinded at the option of the BUYER and deposit shall be refunded to the BUYER.

TAXES, ETC: Taxes and special assessments, if any, shall be prorated as of the Closing Date.

PERSONAL PROPERTY INCLUDED: None.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her/their obligations under this Agreement, the amount of the deposit may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. SEE BELOW FOR INTERPLEADER PROVISIONS WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART THEREOF.

INSPECTIONS: BUYER has knowledge of the Premises, and therefore, there is no inspection contingency. The Premises is being sold as is, where is, with all its faults, discovered, disclosed, and undiscovered and undisclosed.

PLANNING, ZONING, BUILDING PERMITS, POSSIBLE USES. SELLER makes NO representations as to what uses and what intensity of use will be permitted by the Town of Tamworth or State licensing authorities of the land or the existing buildings.

W 9/8/22
CP 9/8/22

NOTIFICATION REQUIRED ON RADON, ARSENIC, AND LEAD PAINT AS STATED IN NEW HAMPSHIRE RSA 477:4-a: While there are no buildings on the Premises and the Premises is being sold as is, where is,

(1) **RADON:** Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

(2) **ARSENIC:** Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

(3) **LEAD PAINT:** Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

COVID-19 AFFIDAVITS and PROTOCOLS: In the event that the recording of the subject Deed from SELLER to BUYER is delayed due to circumstances relating to or resulting from COVID-19, including, without limitation, any Registry of Deeds closures and/or recording restrictions, the parties mutually agree to cooperate in the protocols for closing this transaction, including signing such appropriate affidavits and related documents required by Escrow Agent and/or BUYER'S title insurer to address any such delays in recording the Deed and in the disbursement of any sales proceeds to the SELLER.

PRIOR STATEMENTS: All representations, statements and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his/her/their behalf.

① 9/8/22
CP
9/8/22

ESCROW INTERPLEADER: In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, provide each party with notice thereof at the address recited herein, and thereupon the Escrow Agent shall be discharged from its obligation as recited therein, and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may deduct the cost of bringing such Interpleader Action from the deposit monies held in escrow prior to the forwarding of the same to the Clerk of such Court.

BINDING ON HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS: This Agreement shall be binding upon the heirs, executors, administrators and assigns of all parties.

RESIGNING OF FINAL AGREEMENT: Should this Agreement be altered by any party, such alterations shall be initialed and dated by all parties. Once agreement on all terms and conditions is reached all parties will sign a typewritten version.

COUNTERPART ORIGINALS AND ELECTRONIC AND FACSIMILE SIGNATURES: This Agreement may be executed in counterpart originals and electronic signatures and copies, including electronic and facsimile copies of original signatures, will be deemed to be original signatures.

SUGGESTED NOTIFICATION AND SELLER DISCLOSURE FORM: By signing this Agreement, BUYER acknowledges that the Suggested Notification and SELLER Disclosure Form as required by RSA 477:4-a; 477-c and 477-d, are not required for this "land only" transaction.

ADDITIONAL PROVISIONS:

1. The Parties acknowledge and agree that this Agreement is entered into in order to resolve concerns of the Town of Tamworth ("the Town"), the NH Attorney General's office (including the Charitable Trust Unit or "CTU") and the Commission on Resources and Development ("CORD") associated with the Parties' March 1, 2020 conveyance of other parcels burdened by the Conservation Easement referenced above. Accordingly, the Parties acknowledge and agree that the Closing of this Agreement is contingent upon the approval and execution of a Settlement Agreement by the Parties, the Town, the NH Attorney General's office/CTU and CORD. The Parties further acknowledge and agree that this Settlement Agreement will call for a Corrective Deed between the Parties to further confirm that the Conservation Easement referenced above is binding and effective as to two of the other parcels conveyed to Buyer on March 1, 2020.

M 9/8/22

9/8/22

2. The Parties acknowledge and agree that the Closing of this Agreement is contingent upon the Parties obtaining Town approval for a subdivision of the Premises from the remainder of Seller's Property known as Tax Map 420, Lot 28, which Seller will be retaining ("the Remainder"). The Parties further agree to split the costs of the Surveyor, filing and notice fees and Seller's attorneys' fees associated with obtaining that Subdivision Approval from the Town.
3. The Parties acknowledge and agree that the Conservation Easement referenced above burdens the Premises and that all terms and conditions contained in that Conservation Easement are in full force and effect.
4. The Parties acknowledge and agree that the Deed for the Premises will further retain the right for the benefit of Seller, its successors and assigns to use the Premises for a future NH Department of Environmental Services approved subsurface leach field area serving the Remainder.

[Signatures on following page.]

 9/8/22

 9/8/22

Executed by SELLER this 8 day of Sept., 2022, in the presence of:

SELLER:
Sandwich Community School, Inc.
now known as The Bearcamp Center for
Sustainable Community

Date: 8 Sept 22

By: [Signature]
Lianna Prentice, Director,
Duly Authorized

Executed by BUYER this 8 day of September, 2022, in the presence of:

BUYER:
Zerom le Farm, LLC

Date: 9/8/22

By: [Signature]
Clayton Pull, Manager/Member
Duly Authorized

[Signature] 9/8/22
CP 9/3/22

Return to:
Zeromile Farm LLC
P O Box 33
South Tamworth, NH 03883

CORRECTIVE QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **Sandwich Community School, Inc.**, a New Hampshire Corporation, of 1164 Bunker Hill Road, South Tamworth, NH 03883, for consideration paid grant(s) to **Zeromile Farm LLC**, a New Hampshire Limited Liability Company, of P O Box 33, South Tamworth, NH 03883 with QUITCLAIM COVENANTS:

Five certain lots or parcels of land with the buildings and improvements thereon located in Tamworth, County of Carroll and State of New Hampshire, bounded and described as follows:

TRACT I "WEST SECTION" (Tax Map 420-16 Commonly referred to as Jackman Pond Road)

Tract or parcel of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the town of Tamworth, New Hampshire, said property depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200' prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds at Book 138, Page 065, ("Plan") and being more particularly bounded and described as follows:

Beginning at the thread of the Bearcamp River at or near the westerly side of the Route 113 bridge across said river, being the southeasterly corner of the parcel herein described; thence westerly along the thread of the Bearcamp River, as it meanders, a distance of approximately 4,210 feet to a point on the thread of said river opposite an iron pin set at the edge of the river, being the southwesterly corner of the parcel herein described;

thence turning and running N 6° 10' E to the iron pin on the bank of the river;

thence continuing N 6° 10' E for a distance of 3,186 feet, a portion of which is marked by a barbed wire fence, to an iron pin found, being the northerly most corner of the parcel described;

thence turning and running S 28° 15' E a distance of 326.0 feet to an iron pin found;

thence S 4° 30' E a distance of 141.0 feet to a point;

thence turning and running S 7° 15' E a distance of 332.8 feet to an iron pin found;

thence turning and running S 63° 00' E a distance of 142.0 feet to an iron pin found;

thence turning and running N 31° 30' E for a distance of 110.4 feet;

thence turning and running N 5° 45' W for a distance of 36.3 feet to an iron pin found;

thence turning and running N 46° 15' E for a distance of 134.5 feet to an iron pin found;

thence turning and running N 46° 15' E for a distance of 264.0 feet to an iron pin found;

thence turning and running N 35° 30' E for a distance of 102.8 feet to an iron pin found;

thence turning and running S 9° 35' E for a distance of 267.0 feet to an iron pin not found;

thence turning and running N 89° 50' E for a distance of 150.0 feet to an iron pin not found at the sideline of Route 113;

thence turning southerly along the westerly sideline of said roadway and running for a distance of approximately 2,643.0 feet to the point of beginning, at the thread of the Bearcamp River, comprising of 102.2 acres, more or less.

TRACT II "EAST SECTION" (Tax Map 420-45 Commonly referred to as 1164 Bunker Hill Road)

Tract or parcel of land, together with all improvements thereon, situated on the northerly side of the Bearcamp River, in the town of Tamworth, New Hampshire, said property depicted on a plan entitled "Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1" = 200' prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991 and recorded in the Carroll County Registry of Deeds at Book 138, Page 065, ("Plan") and being more particularly bounded and described as follows:

Beginning at a point at or near the easterly side of the Route 113 bridge over the Bearcamp River, at the thread of said river, being the southwesterly corner of the parcel herein described;

thence northerly along the easterly sideline Route 113 to the point of intersection with the sideline of Bunker Hill Road, thence northeasterly along the sideline of said Bunker Hill Road to an iron pin, the last two courses comprising a distance of 1292.0 feet;

thence turning and running S 42° 26' E for a distance of 295.0 feet to an iron pin found;

thence turning and running N 47° 34' E for a distance of 295.0 feet to an iron pin found;

thence turning and running N 46° 47' E for a distance of 299.1 feet to an iron pin found;

thence turning and running N 43° 14' W for a distance of 295.0 feet to an iron pin found at the

southeasterly sideline of Bunker Hill Road;

thence turning and running along the southeasterly sideline of said road N 49° 21' E for a distance of 299.2 feet to an iron pin found at the sideline of said road, being the northerly most corner of the parcel herein described;

thence turning and running S 73° 46' E for a distance of 324.5 feet to an iron bound found;

thence turning and running S 85° 50' E for a distance of 818.4 feet to an iron pin found;

thence turning and running S 76° 30' E for a distance of 782.0 feet to an iron pin found;

thence continuing S 76° 30' E for a distance of 788.0 feet to an iron pin found, being the northeasterly corner of the parcel herein conveyed;

thence turning and turning S 7° 40' W for a distance of 715.46 feet along an old wire fence to a stone wall;

thence turning and running along said stone wall S 7° 24' 38" W for a distance of 1,003.17 feet to the end of said stone wall;

thence turning and running S 7° 10' 54" W for a distance of 1,555.58 feet to an iron pin found on the edge of the Bearcamp River;

thence crossing a branch of said river, and continuing across a small island S 7° 10' 54" W for a distance of 100.0 feet, more or less, being the southeasterly most corner of the parcel herein described;

thence turning and following the southerly edge of said island in a westerly direction to the thread of said River, and following said thread, as it meanders, in a westerly direction for a distance of 4,518 feet, more or less, to the point of beginning, comprising of 184.1 acres, more or less.

Tract I and II are subject to:

1. Highway layout as described in deed of Pike G. Perkins to the Town of Tamworth dated 10/21/1933 and recorded at Book 197, Page 190;
2. An easement described in deed of Pike Perkins and Estella Perkins to New Hampshire Electric Cooperative, Inc. dated 3 March 1966 and recorded in the Carroll County Registry of Deeds in Book 400, Page 290;
3. The benefit of a thirty-foot (30') right-of-way reserved in deed of Pike G. Perkins and Estella B. Perkins to Tamworth Conservation Commission dated 28 July 1969 and recorded in the Carroll County Registry of Deeds in Book 449, Page 3;
4. A Slope Release described in document of Pike G. Perkins and Estella B. Perkins to the State of New Hampshire dated 21 June 1972 and recorded in the Carroll County Registry of Deeds in Book 515, Page 298;

5. Current Use Taxation by the Town of Tamworth recorded in the Carroll County Registry of Deeds in Book 827, Page 69; and
6. That certain Conservation Easement Deed of Robert H. Perkins and Peter H. Fauver dated December 01, 1991 and recorded in the Carroll County Registry of Deeds at Book 1467, Page 1002.

For Tract I and II described above: Meaning and intending to describe and convey a portion of the premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert H. Perkins and Peter H. Fauver dated December 01, 1991 and recorded in the Carroll County Registry of Deeds at Book 1467, Page 1016 which are shown as Tract I and Tract III on said deed.

Tract III: (Tax Map 420-44 Commonly referred to as Bunker Hill Road)

A certain tract or parcel of land, with all improvements thereon, identified as Lot 1 on a plan entitled "Proposed Five - Lot Subdivision in Tamworth, NH owned by Estella B. Perkins, Map #1 (of Two) showing Lots #1, 2 and the location of Lot #3", Scale 1"=100', dated 10 June 1991, and revised through 14 August 1991, as prepared by Stanley B. Coville, said plan being recorded at the Carroll County Registry of Deeds at Plan Book 137, Page 29, and is more particularly described as follows:

Beginning at an iron pin set on the southeasterly side of Bunker Hill Road, being the westerly most corner of the parcel herein conveyed, and running South forty-two degrees twenty-six minutes zero seconds East (S 42° 26' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00) to an iron pin, being the southerly most corner of the parcel herein conveyed;

thence turning and running North forty-seven degrees thirty-four minutes zero seconds East (N 47° 34' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin, being the easterly most corner of the parcel herein conveyed;

thence turning and running North forty-two degrees twenty-six minutes zero seconds West (N 42° 26' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set at the southeasterly sideline of Bunker Hill Road, being the northerly most corner of the parcel herein conveyed;

thence turning and running South forty-seven degrees thirty-four minutes zero seconds West (S 47° 34' 00" W) a distance of two hundred ninety-five and zero hundredths feet (295.00') to the point of beginning, comprising of a lot of 2.0 acres, more or less.

Together with a view easement for the benefit of the grantee herein, its successors and assigns, the same being identified on the plan entitled "Conservation Easement Plan for the Property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.", Scale 1"= 200', dated September 12, 1991, revised October 3, 1991, prepared by Stanley B. Coville and recorded in the Carroll County Registry of Deeds at Book 138, Page 065. No structures above grade, except for a road, shall be built within the view easement area.

The lot above shall be used for residential purposes only and shall be improved only by one residential building together with usual and customary outbuildings. The lot may not be subdivided.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert H. Perkins and Marie E. Perkins dated December 18, 1998 recorded in the Carroll County Registry of Deeds at Book 1783, Page 579.

TRACT IV: (Tax Map 420-43 Commonly referred to as 1019 Bunker Hill Road)

A certain tract or parcel of land, with all improvements thereon, identified as Lot 2 on a plan entitled "Proposed Five - Lot Subdivision in Tamworth, NH owned by Estella B. Perkins, Map #1 (of Two) showing Lots #1, 2 and the location of Lot #3", Scale 1"=100', dated 10 June 1991, and revised through 14 August 1991, as prepared by Stanley B. Coville, said plan being recorded at the Carroll County Registry of Deeds at Plan Book 137, Page 29, and is more particularly described as follows:

Beginning at an iron pin on the southeasterly side of Bunker Hill Road and running South forty-two degrees twenty-six zero seconds East (S 42° 26' 00" E) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set, being the southerly most corner of the parcel herein conveyed;

thence turning and running North forty-six degrees forty-seven minutes zero seconds East (N 46° 47' 00" E) for a distance of two hundred ninety-nine and ten hundredths feet (299.10') to an iron pin, being the easterly most corner of the parcel herein conveyed;

thence turning and running North forty-three degrees fourteen minutes zero seconds West (N 43° 14' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to an iron pin set at the sideline of Bunker Hill Road, being the northerly most corner of the parcel herein conveyed;

thence turning and running South forty-six degrees forty-six minutes zero seconds West (S 46° 46' 00" W) for a distance of two hundred ninety-five and zero hundredths feet (295.00') to the point of beginning, comprising a lot of 2.0 acres, more or less.

The lot above shall be used for residential purposes only and shall be improved only by one residential building together with usual and customary outbuildings. The lot may not be subdivided.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Kurt W. Perkins dated April 5, 2002 recorded in the Carroll County Registry of Deeds at Book 2014, Page 60.

Tract V: (Tax Map 420-46 Commonly referred to as Bear Camp Highway)

Northerly by the Bear Camp River, Easterly by Beaver Brook, so called; Southerly by the highway known as Route 25 and 113; and Westerly by the highway known as Route 113, containing fifteen (15) acres, more or less.

Meaning and intending to describe and convey the same premises conveyed to Sandwich Community School, Inc. by virtue of a deed of Robert P. Floyd dated December 30, 2010 recorded in the Carroll County Registry of Deeds at Book 2904, Page 405.

All Tracts are subject to Current Use including but not limited to recordings at Book 2286, Page 969; and Book 827, Page 69.

All Tracts are Subject to Easement to Tamworth Fire Department at Book 2149, Page 742 to access, repair and maintain a dry hydrant.

Also, subject to the following Restrictions, conditions, rights and Covenants:

1. The property will be operated as an agricultural property for a period of not less than ten (10) years (the "Commitment Period"), such agricultural use to include the raising and husbandry of livestock. The Community School, shall, in perpetuity through the life of the school, continue to use the farm and forests in connection with its school program during the school year. This right does not transfer to any other property holder after The Community School and the exercise if this right will be designed not to interfere with the operation of the property as a farm.

2. The grantees will develop agricultural educational programs to assist the School and the education of its students.

3. Both grantor and grantee will continue, for the Commitment Period, their collaboration in raising livestock, managing pastures and forests to rebuild soils and maintain habitat on the property, as well as for educational purposes. Grantees shall primarily be responsible for maintaining the property for these purposes.

4. The grantees will continue to run livestock on the property, buildings soils, and making husbandry instruction and practice for these animals accessible to school programs.

5. During the Commitment Period, the grantees with representatives from The Community School will collaborate on and develop programs for educational purposes or community benefit, and work to implement these programs, including but not limited to: scaleable composting with local and regional inputs; biodigester construction and management; dairy herd husbandry; animal husbandry; soil management; farm management for profit; agricultural carbon sequestration.

6. The grantor and grantees will continue to share equipment, maintenance, and relevant expenses for program and property management.

Not homestead property.

The purpose of the Corrective Deed is to clarify that Tracts I and II above are subject to the 1991

Conservation Easement reference in Item 6 on Page 4, above, and that All Parcels are subject to the listed Items 1 through 6 on Page 6, above.

Executed this _____ day of _____, 2021

Sandwich Community School, Inc.

By: _____
Lianne Prentice, Director, Duly Authorized

State of New Hampshire
County of _____

On this _____ day of _____, 2022, personally appeared the above named Lianne Prentice, Director of Sandwich Community School, Inc., duly authorized and known to me or satisfactorily proven through proof of identification (i.e. her driver’s license) to be the individual who executed the foregoing instrument, and swore to and acknowledged the same to be her voluntary act and deed in said capacity.

Before me,

Notary Public/Justice of the Peace
My commission expires:

ACCEPTED AND AGREED TO:

Zeromile Farm, LLC

By: _____
Clayton Prill, Manager/Member
Duly Authorized

State of New Hampshire
County of _____

On this _____ day of _____, 2022, personally appeared the above named Clayton Prill, Manager/Member of Zeromile Farm, LLC, duly authorized and known to me or satisfactorily proven through proof of identification (i.e. his driver’s license) to be the individual who executed the foregoing instrument, and swore to and acknowledged the same to be his voluntary act and deed in said capacity.

Before me,

Notary Public/Justice of the Peace
My commission expires:

Please return to:

Christopher L. Boldt, Esq.
Donahue, Tucker & Ciandella, PLLC
164 NH Route 25, Suite 2
Meredith, NH 03253

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **The Sandwich Community School, Inc., now known as The Bearcamp Center for Sustainable Community**, with a principal place of business at 1164 Bunker Hill Road, Town of South Tamworth, County of Carroll, State of New Hampshire 03883, grants to **Zeromile Farm, LLC** a New Hampshire limited liability company, with a mailing address of P.O. Box 33, South Tamworth, NH 03883,

WITH QUITCLAIM COVENANTS, the following described premises:

One tract or parcel of land, together with all improvements thereon, if any, situated on the westerly side of Bunker Hill Road, so called, in the Town of Tamworth, New Hampshire, said property being described as the “Central Section” in that certain Conservation Easement Deed from Robert H. Perkins and Peter H. Fauver, Esq., co-guardians of the property and person of Estella B. Perkins, to the Town of Tamworth as recorded at the Carroll County Registry of Deeds (“the Registry”) at Book 1467, Page 1002 (“the Perkins Conservation Easement”), said property being depicted on a plan entitled “Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.” Scale 1”=200’, prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991, and recorded in the Carroll County Registry of Deeds in Plan Book 138, Page 065, and being more particularly described as follows:

Beginning at a point on the northerly sideline of Bunker Hill Road, so-called, said point being 710.0 feet northeasterly of the intersection between said Bunker Hill Road and New Hampshire Route 113, so-called;

Thence following the northerly sideline of said Bunker Hill Road in a northeasterly direction a distance of 122.7 feet to a point;

Thence N 2° 42’ W a distance of 50.0 feet to a point;

Thence N 87° 18’ E a distance of 20.0 feet to a point;

Thence N 2° 42’ W a distance of 50.0 feet to a point;

Thence S 87° 18' W a distance of 20.0 feet to a point;

Thence N 2° 42' W a distance of 115.3 feet to a point;

Thence N 11° 44' W a distance of 169.0 feet to a point;

Thence N 46° 00' W a distance of 143.0 feet to an iron pipe set;

Thence N 78° 30' W a distance of 71.5 feet to an iron pipe not found and reset;

Thence N 60° 00' W a distance of 891.0 feet to a point;

Thence continuing N 60° 00' W a distance of 482.0 feet more or less to a point in swamp identified on the above-described plan as “no pins fd or set (swamp);”

Thence travelling in a southwesterly direction along the thread of a brook, said brook being the outlet to Jackman Pond, so-called, to a point;

Thence S 46° 15' E a distance of 529.0 feet plus or minus to a point;

Thence S 46° 15' E a distance of 212.0 feet to a stake found;

Thence S 36° 55' W a distance of 35.6 feet to a cement stake found;

Thence S 50° 01' E a distance of 170.9 feet to a cement stake found;

Thence S 78° 30' E a distance of 357 feet to an iron pipe set at the base of a bushey white pine;

Thence S 41° 59' E a distance of 654.0 feet to the point of beginning, comprising 10.71 acres more or less.

Meaning and intending to describe a portion of the premises conveyed to Pike G. Perkins and Estella B. Perkins by deed dated November 6, 1952, and recorded at the Registry at Book 1467, Page 990. Also see the Boundary Line Agreement executed by Estella B. Perkins and Ward A. Boewe and Gail A. Boewe on December 6, 1991, said Agreement being recorded at the Registry at Book 1467, Page 985. Also meaning and intending to describe a portion of the premises conveyed to The Sandwich Community School, Inc. by deed dated December 1, 1991, and recorded at Book 1467, Page 16 at said Registry. See also, that certain plan entitled “Conservation Easement Plan for the property of Estella B. Perkins, Route 113 and Bunker Hill Road, Tamworth, N.H.”, Scale 1” = 200’, prepared by Stanley B. Coville dated September 12, 1991, revised October 3, 1991, and recorded in the Carroll County Registry of Deeds in Plan Book 138, Page 065 (“the Perkins Conservation Easement Plan”); and that certain subdivision plan entitled _____, dated _____ as prepared by Paul L. King Surveying-Engrng as recorded at the Registry contemporaneously herewith (“the Subdivision Plan”).

SUBJECT TO AND BURDENED BY THE FOLLOWING:

1. The Perkins Conservation Easement;
2. All notes, terms and conditions of the Perkins Conservation Easement Plan;
3. All notes, terms and conditions of the Subdivision Plan;
4. A twelve-foot (12') wide right of way from Bunker Hill Road to Jackman Pond, for purposes of pedestrian access to Jackman Pond and vehicular access for the limited purpose of launching boats in Jackman Pond, and a twenty foot by fifty-foot (20' x 50') parking area for public parking of vehicles accessing Jackman Pond. The location of the right of way and parking area is as shown on the Perkins Conservation Easement Plan, or such other location as agreed to mutually in writing by Grantee its successors and assigns, and Town of Tamworth. The Town of Tamworth shall have the right to use the right of way for purposes of monitoring and maintaining the Jackman Pond Conservation Area.
5. A retained right for the benefit of Grantor, its successors and assigns to use the Premises conveyed herein for a future NH Department of Environmental Services approved subsurface leach field area serving the remainder of Grantor's property shown on the Subdivision Plan.

This is not homestead property.

EXECUTED this _____ day of _____, 2022.

**Sandwich Community School, Inc. now known
as The Bearcamp Center for Sustainable
Community**

By: _____
Lianne Prentice, Director,
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, ss.

On this _____ day of _____, 2022, before me, personally appeared Lianne Prentice, Director of the Sandwich Community School, Inc. now known as The Bearcamp Center for Sustainable Community, known to me, or proven to me through satisfactory evidence of identification, to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

Notary Public/Justice of the Peace
Printed Name: _____
My Commission expires: _____

Snegach, Alvina

From: Verdile, Stephanie
Sent: Thursday, September 22, 2022 12:35 PM
To: Gilbert, Jennifer
Subject: FW: Perkins Farm Conservation Easement

-----Original Message-----

From: Patricia Perkins <[REDACTED]>
Sent: Wednesday, August 10, 2022 11:51 PM
To: Verdile, Stephanie <[REDACTED]>
Cc: Walker, Steve <[REDACTED]>; Harding, Charlotte <[REDACTED]>
Subject: Perkins Farm Conservation Easement

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

To Whom it may Concern:

My name is Patricia Perkins, and I am a Perkins heir of the Perkins Farm on Bunker Hill Road in South Tamworth, NH. I have spoken with a few friends regarding the Conservation Easement of the Community School in South Tamworth that was put into place when my Grandparents were alive, and I am not happy about what I have seen there and am hearing. My Grandfather loved the farm, it was in the family for almost 150 years. He took care of it all by himself in later years, and it was a working farm for many years until 1957 when the barn burnt. His love of the farm was the beauty and the animals, and he wanted the Conservation Easement so that beauty would survive even after he was gone.

When I heard that two parcels of the land were sold, I couldn't believe it was separated, because I knew that it was supposed to stay together as one big parcel; three parcels in one big one! My thoughts when he decided to do this was that it would be okay, because it was in Conservation and no one could ever go against the Conservation Easement. I have to say that I feel it would be wrong to let the sale of the land go through without any repercussions. If this passes, even though it was written that the land was never to be subdivided, that it was to stay intact, it would be a real let down to my family, the Conservation Commission, and my Grandparents. I feel this is something that should be respected enough to follow through with the wishes of my Grandparents. To some this may seem unimportant, but I knew and watched my Grandfather work hard and love that land.

I feel a can of worms would be opened if this is overlooked and shoved under the rug, because once this is done, expect more of it from others. If nothing is done to repair this mess, what does anyone's words written on paper really mean?

Please contact me if you have any questions or comments.

Thanks you,

Patricia Perkins
[REDACTED]

Snegach, Alvina

From: Verdile, Stephanie
Sent: Thursday, September 22, 2022 12:35 PM
To: Gilbert, Jennifer
Subject: FW: Perkins Conservation Easement Deed

From: Patricia Perkins <[REDACTED]>
Sent: Wednesday, August 10, 2022 11:27 PM
To: Verdile, Stephanie <[REDACTED]>
Cc: Walker, Steve <[REDACTED]>; Harding, Charlotte <[REDACTED]>;
[REDACTED]
Subject: Perkins Conservation Easement Deed

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

To Whom it may Concern:

My name is Patricia Perkins. The land at the Perkins Farm has been on my mind for well over a year now, and I know you are having another meeting on August 11th about the Easement and the situation of the sale of the land. I wanted you to be aware of my feelings and my families feelings, and the importance of following through with an Easement that was put in place before my Grandfather passed in 1975.

I grew up on the Perkins Farm on Bunker Hill Road in South Tamworth, NH. The Perkins Farm was in my family for almost 150 years, and I feel I have a responsibility to carry on my Grandparents (Pike & Estella Perkins) wishes and intentions as far as the land is concerned. They loved the land so very much, and took care of it beautifully all of their years there. I feel any respect for them or the land has been pushed aside, and their decision to place portions of the land in Conservation was for the beauty and health of the acreage there.

In the easement, I remember the three parcels of land were meant to "stay intact with no subdivisions or divided into parcels of separate distinct ownership, and may be sold, transferred, divided or conveyed only in it's ENTIRETY!! These were my Grandparents wishes. I feel there was an injustice when two of the parcels of land were sold separate from the house.

I also feel that this Easement should be respected and bound lawfully, as it was written and agreed upon by my Grandparents. This is not something that should be overlooked or forgiven. The sale of this land was evidently mishandled, and that lies at the feet of the sellers. They should be held responsible for selling without knowing or respecting all of the details of the Conservation Easement on the land.

For this I hope you will take into consideration the importance of Conservation Easements and not let this be overlooked or forgotten. This could open up a whole can of worms, because if this slides by with no repercussions, believe me, other people will feel entitled to do the same thing. What I see is lack of respect, and it's not the first time I have seen this in the past couple of years with the Perkins Farm, but I will not go into that now. I am asking for you to please try and help the town, and to help us keep what is written in the deed for the land, as a SOLID contract, one that should be respected by all parties involved.

Thank you,
Patricia Perkins

Email: [REDACTED]

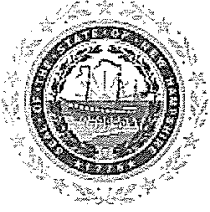
Please contact me if you have any questions or comments. Thank you.

SURPLUS LAND REVIEW

A. 2022 SLR 002

Request from the New Hampshire

Department of Administrative Services (DAS), on behalf of the New Hampshire Department of Environmental Services (NHDES), to dispose of 1.8 acres of state land and a 1,792-square-foot, single-story office building situated thereon. The property is located at 80 Glen Road Gorham, NH. (Tax Map U3, Lot 42).



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

Sheri L. Rockburn
Assistant Commissioner
(603) 271-3204

August 18, 2022

Taylor Caswell, Commissioner
NH Department of Business and Economic Affairs
Office of Planning and Development
100 North Main Street, Suite 100
Concord, NH 03301

**RE: Council on Resources and Development (CORD) Surplus Land Review (SLR) Request –
Proposed Disposal by Sale of State Land and Building in Gorham**

Dear Commissioner Caswell:

The Department of Administrative Services (DAS), acting on behalf of the Department of Environmental Services (DES), proposes to dispose by sale of approximately 1.8 acres of surplus state land and a 1,792-square-foot, single-story office building situated thereon. The subject property is located at 80 Glen Road (NH Route 16) in Gorham, New Hampshire and is the former DES Gorham office, which was vacated earlier in 2022. DES has no further need or use for the property.

Please submit this proposal to the Council on Resources and Development for review. If you have any questions, then please contact Jared Nylund, DAS Real Property Asset Manager at 271-7644.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ch Arlinghaus'.

Charles M. Arlinghaus, Commissioner

Enclosures

Cc: Gary Lunetta, Director of Procurement and Support Services
Kimberly Boone, Administrator III, NHDES Administrative Services Unit
Jared J. Nylund, Real Property Asset Manager

TDD ACCESS: RELAY NH 1-800-735-2964

Council on Resources and Development
REQUEST FOR SURPLUS LAND REVIEW ACTION

Name of Requesting Agency: Administrative Services (on behalf of NHDES)

Agency Contact Person: Jared Nylund, Real Property Asset Manager
Address: 25 Capitol Street, Concord, NH 03301
Phone Number: (603) 271-7644
E-Mail: jared.j.nylund@das.nh.gov

Applicant Contact Person: (same)
Address: _____
Phone Number: _____
E-Mail: _____

Location of Property: 80 Glen Road (NH Route 16), Gorham, NH (Tax Map U3, Lot 42)

Acreage: 1.8 acres (approximate)

Requested Action: Proposed disposal by sale

Term of Lease or Easement: N/A

.....

Please complete ALL questions below, submit one digital copy, one hardcopy with original signatures, and three photocopies of the completed application to:

NH Bureau of Economic Affairs
NH Office of Planning & Development
100 North Main St, Suite #100,
Concord, NH 03301
Attn: Stephanie N. Verdile, Principal Planner stephanie.n.verdile@livefree.nh.gov

1. What is the current use of this property?

The subject property is currently vacant. Prior to 2022, the property housed the Gorham NHDES office and was occupied by NHDES office and field staff.

2. What is the proposed use of this property if surplusd? Please note if proposed use is intended to create a public benefit.

The subject property will be listed for sale and seems likely to be used either as a detached single-family residence or as a small office building.

3. Does the proposed use of this property entail new development? Yes No

a. If yes, is it consistent with adjacent and existing development? Yes No

b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or its surroundings.

4. Are there any structures located on this property? Yes No

a. If yes, please describe the structures including how many and what kind?

Single story, ranch style, wood-frame office building (approx. 1,792 square feet) originally constructed circa 1966.

5. Are there historical architectural or archaeological resources identified on this site?

Yes No

a. If yes, describe the resource(s)?

The DHR Individual Inventory Form for the building on site (NHDHR Inventory # GOR002, updated July 2022) describes it as the former Androscoggin Ranger District Office Building originally constructed by the United States Forest Service in 1966.

b. If no, contact the NH Division of Historical Resources prior to application submission.

6. Is there any existing development or structures on adjacent sites? Yes No

a. If yes, describe the use and number of structures of adjacent sites.

If no, where is the nearest development? (Describe distance, use, and number)

Adjacent sites include detached, single-family homes, a detached two-family home, and a residential apartment complex.

7. Does the site represent the entire state property in this location? Yes No

a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc).

8. Is access to this property available? Yes No

Yes No

a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc)

Directly from Glen Road

b. If yes, is there a potential for public access interruption? Yes No

Yes No

9. Are there water resources related to this property, such as:

Lakes/Ponds - Yes No OR Rivers - Yes No OR Wetlands - Yes No?

a. If yes, please indicate the size or extent of such resources.

The subject property is located nearly 700 feet from the Peabody River, which is on the opposite side of Glen Road (NH Route 16).

b. If yes, briefly describe how the requirements of RSA 483-B (Shoreland Water Quality Protection Act) apply to potential development of this property:

c. If yes, briefly describe how any municipal zoning requirements for buffers or setbacks from lakes, rivers or wetlands apply to potential development of this property:

d. Is the property within 250 feet of a lake/pond or river/stream? Yes No

Yes No

e. If lakes or rivers are related to this property, describe current public or private access from the site to the water body? Public Private No Access Available

Description:

f. How would the proposal affect the access opportunities described in e?

10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Wetlands (Prime and NWI)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Threatened or endangered species.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased impervious surface.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Potential stormwater flow changes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Potential river channel change.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please provide a description for any "yes" responses to question #10.

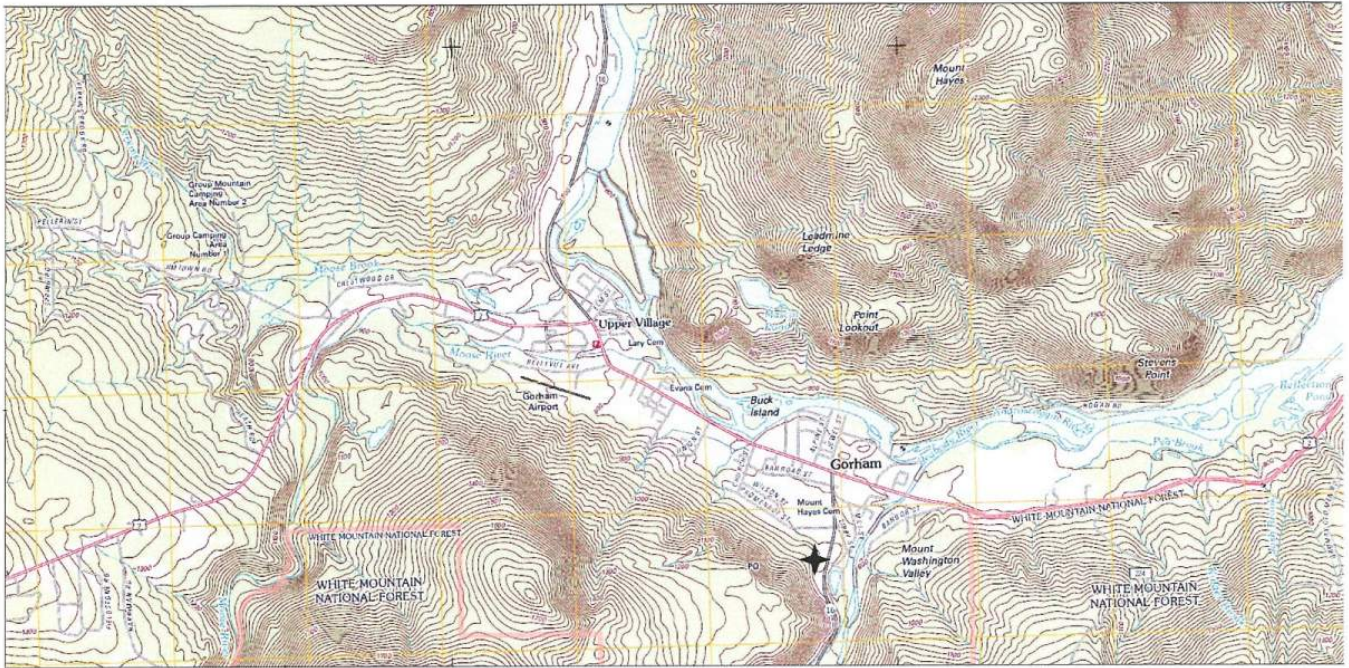
- 11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within the town.**
- a. Municipal tax map copy showing all abutters
 - b. General location map with scale, north arrow, nearby roads, and water bodies/features*
 - c. Aerial Photograph*
 - d. Any site plans for new or proposed development prepared at the time of application
 - e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities, or topographic features are welcome but not required
- * Maps can be created with GIS, Google, Mapquest, GRANIT data mapper, or any other readily available mapping service.

Please paste any maps and photographs submitted as part of this application here.



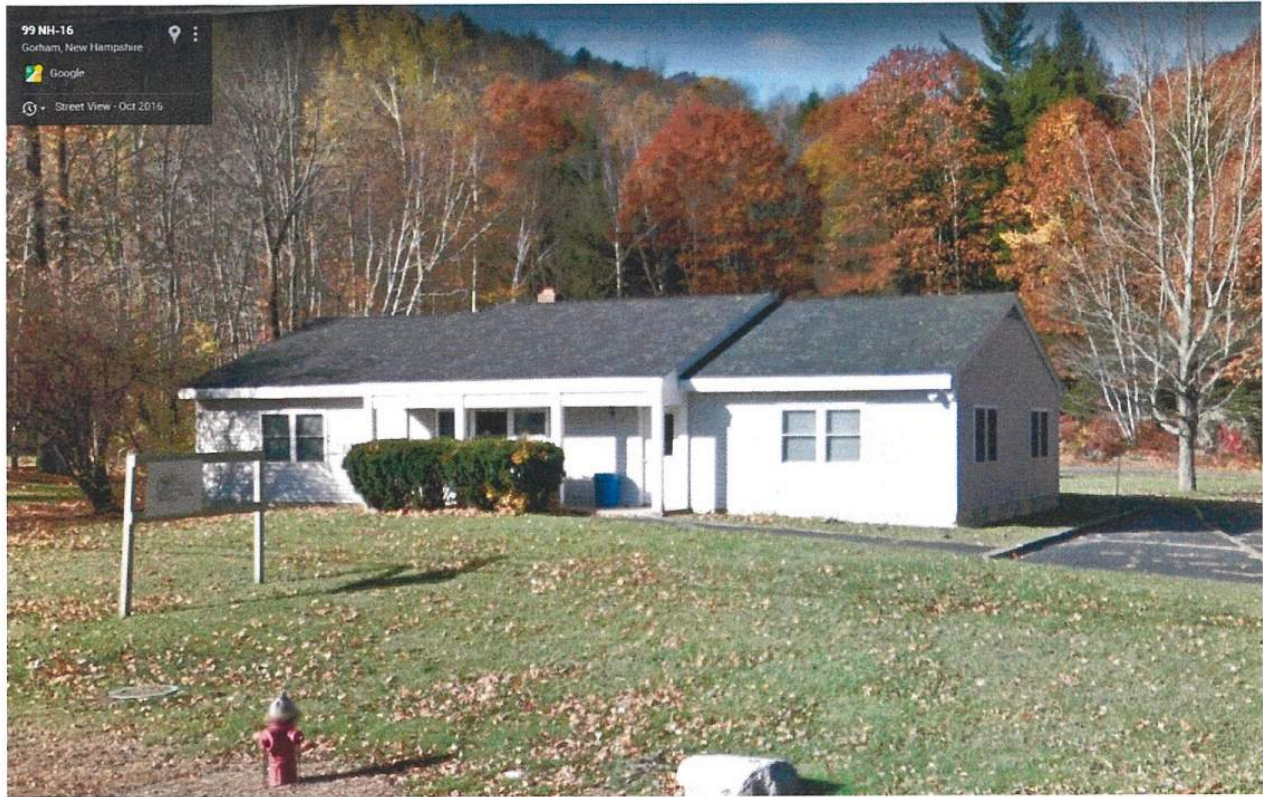
**80 Glen Road (NH Route 16)
Gorham, New Hampshire**

**Tax Parcel Map with Aerial Overlay
(subject parcel is shaded above)**



**80 Glen Road (NH Route 16)
Gorham, New Hampshire**

**USGS Berlin Quadrangle
7.5-Minute Series
(property location marked by 4-point star)**



**NHDES Building
80 Glen Road (NH Route 16)
Gorham, New Hampshire**

Google "Street View" Photo of Building



**New Hampshire Council on
Resources and Development**

MEMORANDUM

<p>TO:</p> <p>CORD Members and Other Interested Parties</p> <p><i>Via Email Distribution Lists (Bcc)</i></p>	<p>Coos County Board of Commissioners Ms. Jennifer Fish, County Administrator PO Box 310 West Stewartstown, NH 03597</p> <p><i>Via Email (jennifer.fish@cooscountynh.us)</i></p>
<p>Town of Gorham Ms. Denise Vallee, Town Manager 20 Park Street Gorham, NH 03581</p> <p><i>Via Email (dvallee@gorhamnh.org)</i></p>	<p>Ms. Michelle Moren-Grey, Executive Director North County Council 161 Main Street Littleton, NH 03561</p> <p><i>Via Email (mmoren@nccouncil.org)</i></p>

FROM: Stephanie N. Verdile, Principal Planner, Office of Planning and Development

DATE: August 30, 2022

SUBJECT: *State Owned Land, Surplus Land Review, Gorham, NH
2022 SLR 002*

RESPONSE DEADLINE: Tuesday, September 20, 2022

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please provide this office with any comment(s) in writing by the response deadline indicated above. Responses may be emailed to stephanie.n.verdile@livefree.nh.gov

Information regarding CORD and its meetings may be obtained at:
<https://www.nh.gov/osi/planning/programs/cord/index.htm>.

The Department of Natural and Cultural Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483:8, VII and 14.



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Natural and Cultural Resources 603-271-3483
19 Pillsbury Street, Concord, NH 03301-3570 603-271-3558
Voice/ TTY RELAY ACCESS 1-800-735-2964 FAX 603-271-3433
<http://www.nh.gov/nhdhr> preservation@nh.gov

September 8, 2022

Stephanie N. Verdile
NH Office of Planning and Development
100 N. Main Street, Suite 100
Concord, NH 03301

Re: State Owned Land, Surplus Land Review, Gorham, NH
2022 SLR 002 (DHR# 13563)

Dear Ms. Verdile:

In accordance with RSA 227C-9, the Division of Historical Resources (DHR) has been asked to comment on the parcel of state-owned land referenced above.

The property, located at 80 Glen Road in Gorham, includes 1.6 acres of surplus land and a single-story office building, which was evaluated in 2022 and determined not to be eligible for listing to the National Register of Historic Places. Furthermore, the parcel is not considered to be archaeologically sensitive.

Based on these considerations, the DHR does not object to the proposed sale of the current Department of Environmental Services-owned property.

Should you have any questions regarding these comments, please feel free to contact David Trubey, Review & Compliance Coordinator, at 271-2813.

Sincerely,

Nadine Miller
Deputy State Historic Preservation Officer

NM/dwt

From: [Sales, Tracie](#)
To: [Verdile, Stephanie](#)
Cc: [Marks, Nisa M](#); [Michele L. Tremblay](#); [Larry T. Spencer](#); [David W. Packard](#); [Graaskamp, Garret](#)
Subject: RE: NH Council on Resources and Development-Gorham (2022.002) application
Date: Wednesday, September 7, 2022 10:29:06 AM
Attachments: [image001.jpg](#)

Dear Stephanie,

On behalf of both the Rivers Management Advisory Committee (RMAC) and the Lakes Management Advisory Committee (LMAC), thank you for the opportunity to review the proposed sale of 1.8 acres of NHDES property, including the former Gorham NHDES office, on Rte. 16 in Gorham, NH. Based on the information provided, the parcel proposed for sale is more than 250 feet from any river or lake and does not provide access to any river or lake.

RMAC Chair Michele L. Tremblay and Vice Chair Larry Spencer agree that this property is outside of the area of interest of the RMAC due to its distance from the Peabody River and therefore have no comment on the proposed disposal. In addition, the Peabody River is not a designated river in the Rivers Management and Protection Program and therefore does not have a local advisory committee to oversee its management.

Former LMAC Chair David Packard and current Vice Chair Garret Graaskamp agree that this property is outside of the area of interest of the LMAC due to the lack of lakes or ponds in the vicinity and therefore have no comment on the proposed disposal.

Please reach out to me or any of the contacts copied on this message if you have any questions about this response.

Sincerely,
Tracie Sales

Tracie Sales
Rivers & Lakes Programs Administrator
NH Department of Environmental Services
(603) 271-2959

From: Verdile, Stephanie <[REDACTED]>
Sent: Wednesday, August 31, 2022 9:57 AM
To: Marks, Nisa M <[REDACTED]>
Subject: FW: NH Council on Resources and Development-Town of Gorham application

Good morning,

I have attached a SLR application that is scheduled to be presented at the September 29, 2022 CORD meeting for your review and comment.

If you have questions about the meeting, please feel free to reach out to me.

Thank you!

Stephanie N. Verdile
Principal Planner
Department of Business and Economic Affairs
Office of Planning and Development
State of New Hampshire



B. 2022 SLR 003

Request from the New Hampshire Department of Natural and Cultural Resources(DNCR) that proposes to lease to US Cellular space on a proposed 120-foot monopole for a cellular antenna array and ground space within a proposed fenced enclosure for supporting telecommunications equipment. The property is known as the Federal Hill Fire Tower Property, located at 347 Ponemah Rd., Milford, NH) Milford Tax Map 53, Lot 22).



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road, Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629
TDD ACCESS: Relay NH 1-800-735-2964

August 17, 2022

Taylor Caswell, Commissioner
NH Department of Business and Economic Affairs
Office of Planning and Development
100 North Main Street, Suite 100
Concord, NH 03301

RE: Council on Resources and Development (CORD) Surplus Land Review (SLR) Request –
Proposed Communications Lease Federal Hill Fire Tower Property in Milford

Dear Commissioner Caswell,

The Department of Natural and Cultural Resources (the “Department”) proposes to lease to US Cellular space on a proposed 120-foot monopole for a cellular antenna array and ground space within a proposed fenced enclosure for supporting telecommunications equipment.

US Cellular has been a tenant at the Department’s Federal Hill site since 1996. However, their antennas are currently affixed to the Department’s fire tower structure, which is scheduled to be reconstructed in 2023. This site is a very important local public safety communications location that is utilized by the Town of Milford emergency services and MACC-Base, which provides regional dispatch services to surrounding communities. The Department is partnering with US Cellular to construct a new monopole at this site that will be owned and managed by the State. This will allow all radio communications equipment (US Cellular’s and the public safety entities’) to be permanently removed off the fire tower and relocated onto a structure specifically designed for communications infrastructure.

The proposed US Cellular lease will be for a 5-year term, with three optional 5-year extensions, for a total of 20 years if all extension options are exercised. The Department’s agreements with the Town of Milford and MACC Base are authorized under RSA 227-H:9 and are not subject to RSA 4:40.

Please submit this proposal to the Council on Resources and Development (CORD) for review at its next meeting scheduled for September 29, 2022. If you have any questions, please contact Tracey Boisvert at (603) 271-2214.

Sincerely,

A handwritten signature in black ink that reads "Sarah Stewart".

Sarah L. Stewart, Commissioner

Enclosures

cc: Patrick Hackley, Director, Division of Forests and Lands
Tracey Boisvert, Land Management Bureau Administrator

Council on Resources and Development
REQUEST FOR SURPLUS LAND REVIEW ACTION

Name of Requesting Agency: Dept. of Natural and Cultural Resources

Agency Contact Person: Tracey Boisvert, Land Mgt. Bureau Administrator, Div. of F&L
Address: 172 Pembroke Road, Concord NH 03301
Phone Number: 603-271-2214
E-Mail: Tracey.I.boisvert@dncr.nh.gov

Applicant Contact Person: same
Address: _____
Phone Number: _____
E-Mail: _____

Location of Property: Federal Hill Fire Tower Property, Milford 347 Ponemah Hill Rd, Milford (Milford Tax Map 53, Lot 22)

Acreage: n/a

Requested Action: Lease communications tower space to US Cellular for mobile wireless antenna array and ground space for equipment within fenced enclosure

Term of Lease or Easement: Up to 20 years (including all optional extensions)

.....

Please complete ALL questions below, submit one digital copy, one hardcopy with original signatures, and three photocopies of the completed application to:

NH Bureau of Economic Affairs
NH Office of Planning & Development
100 North Main St, Suite #100,
Concord, NH 03301
Attn: Stephanie N. Verdile, Principal Planner stephanie.n.verdile@livefree.nh.gov

1. What is the current use of this property?

The Federal Hill Fire Tower property contains a fire tower that is actively used by DNCR for wildfire detection. Local public safety radio antennas for fire and regional dispatch, as well as mobile cellular antennas owned by US Cellular, are affixed to the fire tower. Associated public safety radio equipment is housed in the adjacent fire watchmen's cabin and US Cellular's radio equipment is housed within a large concrete shelter on the property. These uses are authorized through agreements that DNCR currently has with the public safety entities and US Cellular. The property is also used recreationally by the public who hike to the site via the access road and can view the surrounding area from the fire tower structure.

2. What is the proposed use of this property if surplusd? Please note if proposed use is intended to create a public benefit.

The state is partnering with US Cellular to build a new 120' monopole and fenced enclosure on the property. These new facilities will be owned by the State and DNCR will in turn lease out space on the monopole and in fenced enclosure to both US Cellular and the local public safety entities similarly to how it currently does. DNCR will be replacing the fire tower cab during the 2023 construction season and the antennas currently attached will need to be permanently removed. This is a very important local public safety communications site. The overall project will allow the

communications infrastructure to remain at the site but be entirely separated from the fire tower facilities, which are frequented by the public. The US Cellular lease will be for up to 20 years (including extensions), which is why this is coming through the surplus land process.

3. Does the proposed use of this property entail new development? Yes No
- a. If yes, is it consistent with adjacent and existing development? Yes No
- b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or its surroundings.

There are already antennas mounted at this site as well as a large concrete equipment bunker for housing radio communications equipment. The monopole structure and fenced enclosure will be different from what currently exists. However, the antennas currently located on the fire tower will be removed as will the existing large concrete equipment bunker. DNCR has no plans for future expansion of communications infrastructure at this site.

4. Are there any structures located on this property? Yes No
- a. If yes, please describe the structures including how many and what kind?

The site currently contains a fire tower, associated watchman's cabin, large concrete equipment bunker (being removed from the property), and fenced enclosure housing US Cellular's generator and propane tank (being relocated into the newly constructed fenced enclosure that will be owned by the state.

5. Are there historical architectural or archaeological resources identified on this site? Yes No
- a. If yes, describe the resource(s)?

The watchmen's cabin is potentially considered an historical architectural resource. DHR is reviewing. There are no archaeological resources at this site.

- b. If no, contact the NH Division of Historical Resources prior to application submission.

6. Is there any existing development or structures on adjacent sites? Yes No
- a. If yes, describe the use and number of structures of adjacent sites.
If no, where is the nearest development? (Describe distance, use, and number)

7. Does the site represent the entire state property in this location? Yes No
- a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc).

The entire Federal Hill Fire Tower property is 3.63 acres. The new fenced enclosure with monopole will be 1,500 square feet, with 576 square feet of that enclosed area leased to US Cellular. This equals less than 0.4% of the entire state holding. The existing US Cellular bunker and fenced enclosure, which are larger, are being removed.

8. Is access to this property available? Yes No

a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc)

The Federal Hill summit, where the 576 square feet leased area is located, is accessed via a woods road that runs from Ponemah Road to the top of Federal Hill.

b. If yes, is there a potential for public access interruption? Yes No

9. Are there water resources related to this property, such as:
Lakes/Ponds - Yes No OR Rivers - Yes No OR Wetlands - Yes No?

a. If yes, please indicate the size or extent of such resources.

There is a small wetland on the property but not in the vicinity of the proposed project.

b. If yes, briefly describe how the requirements of RSA 483-B (Shoreland Water Quality Protection Act) apply to potential development of this property:

[Empty text box]

c. If yes, briefly describe how any municipal zoning requirements for buffers or setbacks from lakes, rivers or wetlands apply to potential development of this property:

[Empty text box]

d. Is the property within 250 feet of a lake/pond or river/stream? Yes No

e. If lakes or rivers are related to this property, describe current public or private access from the site to the water body? Public Private No Access Available

Description:

f. How would the proposal affect the access opportunities described in e?

[Empty text box]

10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Wetlands (Prime and NWI)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Threatened or endangered species	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased impervious surface	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Potential stormwater flow changes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Potential river channel change	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please provide a description for any "yes" responses to question #10.

[Empty text box]

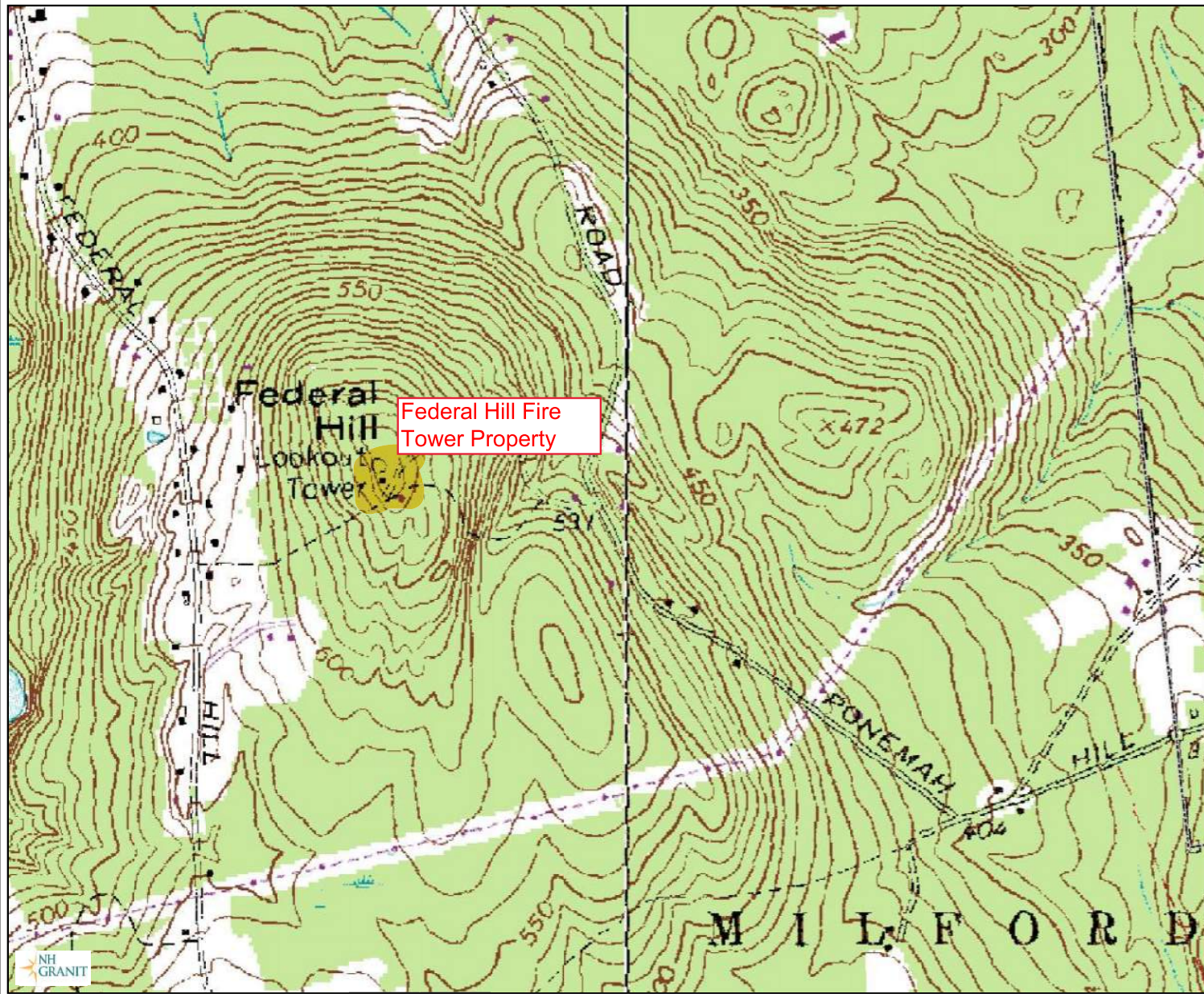
11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within the town.

- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features*
- c. Aerial Photograph*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities, or topographic features are welcome but not required

* Maps can be created with GIS, Google, Mapquest, GRANIT data mapper, or any other readily available mapping service.

Please paste any maps and photographs submitted as part of this application here.

Map by NH GRANIT



Legend

- State
- County
- City/Town

Map Scale

1: 10,000

© NH GRANIT, www.granit.unh.edu

Map Generated: 8/12/2022



Notes

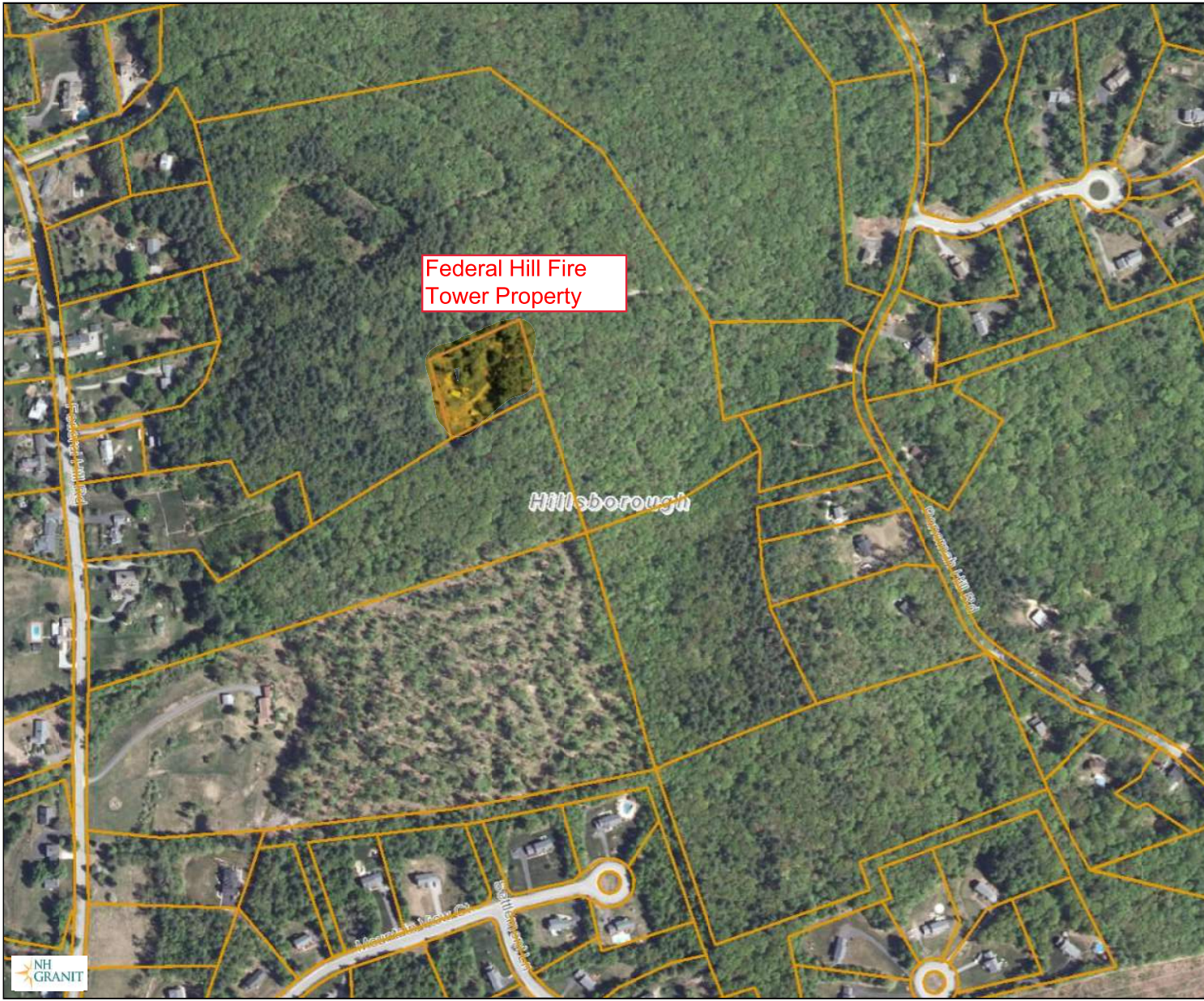
USGS Milford Quad
Location of Federal Hill
Milford, NH



Map by NH GRANIT

Legend

- Parcels
 - Parcel Polygons
 - Attributes for Additional Lines
- State
- County
- City/Town



Map Scale
1: 5,000



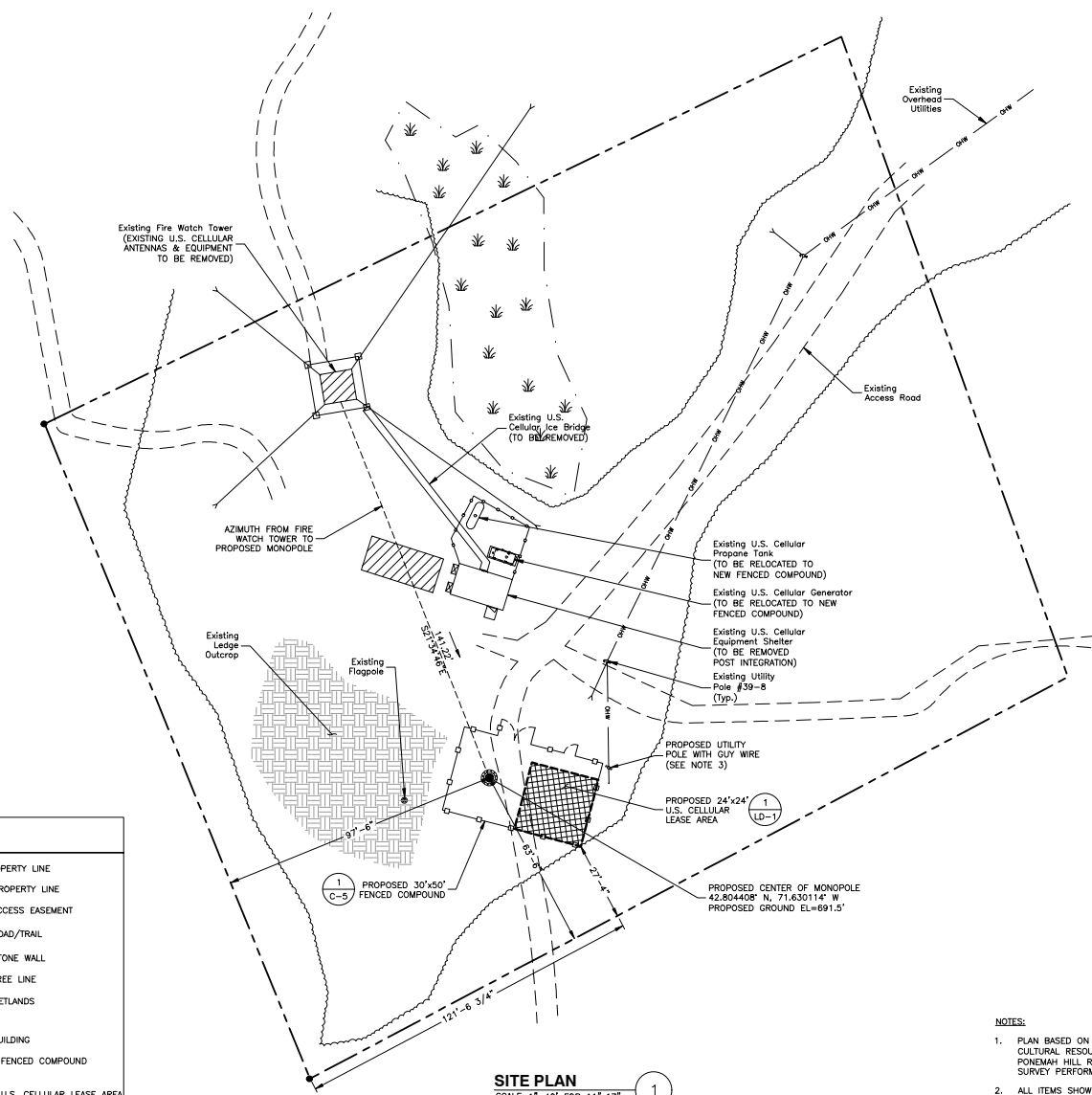
© NH GRANIT, www.granit.unh.edu
Map Generated: 8/12/2022

Notes

Aerial View Showing Tax Parcel Boundaries
Federal Hill Fire Tower Property
Milford, NH



APPROXIMATE TRUE NORTH



LEGEND	
	LOCUS PROPERTY LINE
	ABUTTER PROPERTY LINE
	EXISTING ACCESS EASEMENT
	EXISTING ROAD/TRAIL
	EXISTING STONE WALL
	EXISTING TREE LINE
	EXISTING WETLANDS
	EXISTING BUILDING
	PROPOSED FENCED COMPOUND
	PROPOSED U.S. CELLULAR LEASE AREA

SITE PLAN
 SCALE: 1"=40' FOR 11"x17"
 1"=20' FOR 22"x34"
 0' 20' 40'

- NOTES:**
1. PLAN BASED ON STATE OF NEW HAMPSHIRE DEPT. OF NATURAL & CULTURAL RESOURCES' BOUNDARY PLAN FEDERAL HILL FIRE TOWER PONEMAH HILL ROAD, MILFORD, NH, DATED 10/02/19, & GROUND SURVEY PERFORMED BY COLONIAL SURVEY CO. INC. NOVEMBER 2019.
 2. ALL ITEMS SHOWN AS APPROXIMATE.
 3. LOCATION OF PROPOSED UTILITY POLE TO BE COORDINATED WITH UTILITY PROVIDERS.



10 CORPORATE DRIVE
 SUITE 210
 BEDFORD, NH 03110

FEDERAL HILL II
SITE NO.: 694398

CONSTRUCTION DRAWINGS

C	05/23/22	FOR REVIEW
B	02/08/22	FOR REVIEW
A	02/11/20	FOR REVIEW

Dewberry®
 Dewberry Engineers Inc.
 99 SUMMER ST.
 SUITE 700
 BOSTON, MA 02110-1200
 PHONE: 617.685.3400
 FAX: 617.685.3310



PROJECT COORDINATION & MANAGEMENT
 127 RIDGE ROAD
 NASHUA, NH 03062
 PHONE# (603) 888-8974
 CONTACT: KEN KOZYRA



DRAWN BY:	MR
REVIEWED BY:	GMT
CHECKED BY:	BBR
PROJECT NUMBER:	50122391
JOB NUMBER:	50122412
SITE ADDRESS	
347 PONEMAH HILL ROAD MILFORD, NH 03055	
SHEET TITLE	

SITE PLAN

SHEET NUMBER

C-3

**FEDERAL HILL II
SITE NO.: 694398**

CONSTRUCTION DRAWINGS

C	05/23/22	FOR REVIEW
B	02/08/22	FOR REVIEW
A	02/11/20	FOR REVIEW



Dewberry Engineers Inc.
99 SUMMER ST.
SUITE 700
BOSTON, MA 02110-1200
PHONE: 617.895.3400
FAX: 617.895.3310



PROJECT COORDINATION & MANAGEMENT

127 RIDGE ROAD
NASHUA, NH 03062
PHONE# (603) 888-8974
CONTACT: KEN KOZYRA



DRAWN BY: MR

REVIEWED BY: GMT

CHECKED BY: BBR

PROJECT NUMBER: 50122391

JOB NUMBER: 50122412

SITE ADDRESS

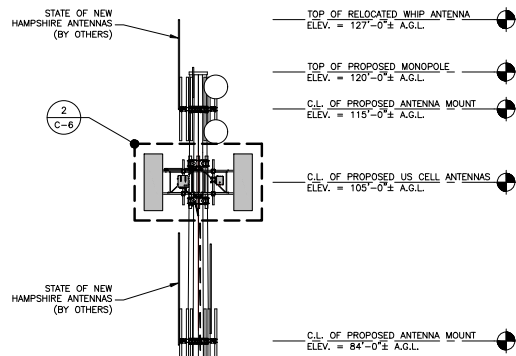
347 PONEMAH HILL ROAD
MILFORD, NH 03055

SHEET TITLE

TOWER & ANTENNA
MOUNT ELEVATIONS

SHEET NUMBER

C-6



PROPOSED 120' TALL MONOPOLE

PROPOSED UTILITY POLE WITH GUY WIRE (SEE NOTE 4)

PROPOSED U.S. CELLULAR EQUIPMENT CANOPY

PROPOSED OVERHEAD UTILITIES (SEE NOTE 4)

PROPOSED UTILITY WEATHER HEAD (TYP.-2) ON PROPOSED H-FRAME

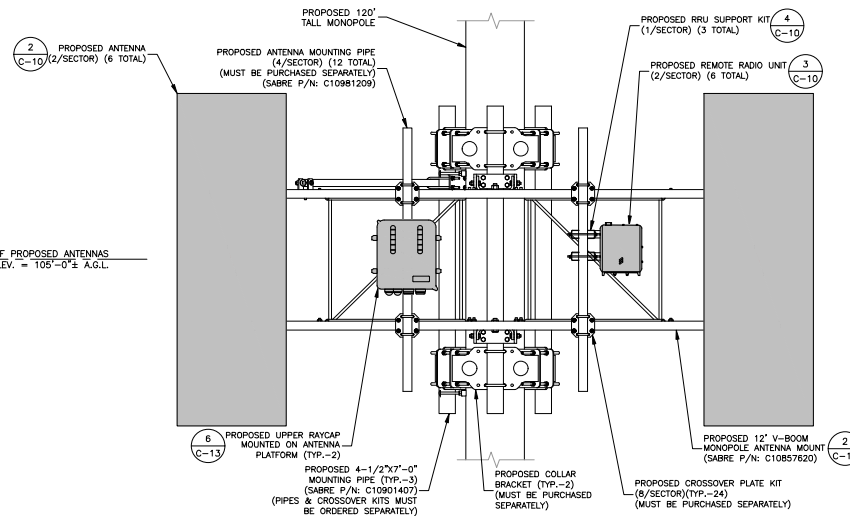
PROPOSED 8' TALL STOCKADE WOOD FENCE

Existing Grade
0'-0"± A.G.L.

TOWER ELEVATION

SCALE: 1/16"=1' FOR 11"x17"
1/8"=1' FOR 22"x34"

0' 4' 8' 16'



ANTENNA MOUNTING PLATFORM ELEVATION

SCALE: N.T.S.

NOTES:

1. FINAL TOWER HEIGHT IS DEPENDENT ON FOUNDATION ELEVATION ABOVE GROUND LEVEL. U.S. CELLULAR CONSTRUCTION MANAGER TO REVIEW FINAL FOUNDATION HEIGHT ABOVE FINISHED GRADE & REDUCE THE TOWER HEIGHT ACCORDINGLY TO ACHIEVE FINAL ABOVE GRADE ELEVATION.
2. MONOPOLE & FOUNDATION DESIGN BY OTHERS. REFER TO STRUCTURAL REFERENCE ON SHEET T-1.
3. ALL ITEMS SHOWN AS APPROXIMATE.
4. LOCATION OF UTILITY POLE & UTILITY ROUTING TO BE COORDINATED WITH UTILITY PROVIDERS.
5. A.G.L.: ABOVE GRADE LEVEL
C.L.: CENTER LINE



**New Hampshire Council on
Resources and Development**

MEMORANDUM

<p>TO:</p>	<p>CORD Members and Other Interested Parties <i>Via Email Distribution Lists (Bcc)</i></p>	<p>Hillsborough County Board of Commissioners c/o County Administrator Mr. Chad Monier 329 Mast Road Suite 120 Goffstown, NH 03045 <i>Via Email (cmonier@hcnh.org) (As well as hard copy mailed)</i></p>
	<p>Town of Milford Mr. Mark Bender, Interim Town Administrator 1 Union Square Milford, NH 03055 <i>Via Email (mbender@milford.nh.gov)</i></p>	<p>Mr. Jay Minkarah, Executive Director Nashua Regional Planning Commission 30 Temple Street, Suite #310 Nashua, NH 03060 <i>Via Email (jaym@nashuarpc.org)</i></p>

FROM: Stephanie N. Verdile, Principal Planner, Office of Planning and Development

DATE: August 30, 2022

SUBJECT: *State Owned Land, Surplus Land Review, Milford, NH
2022 SLR 003*

RESPONSE DEADLINE: Tuesday, September 20, 2022

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please provide this office with any comment(s) in writing by the response deadline indicated above. Responses may be emailed to stephanie.n.verdile@livefree.nh.gov

Information regarding CORD and its meetings may be obtained at:
<https://www.nh.gov/osi/planning/programs/cord/index.htm>.

The Department of Natural and Cultural Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483:8, VII and 14.



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Natural and Cultural Resources 603-271-3483
19 Pillsbury Street, Concord, NH 03301-3570 603-271-3558
Voice/ TTY RELAY ACCESS 1-800-735-2964 FAX 603-271-3433
<http://www.nh.gov/nhdhr> preservation@nh.gov

September 8, 2022

Stephanie N. Verdile
NH Office of Planning and Development
100 N. Main Street, Suite 100
Concord, NH 03301

Re: State Owned Land, Surplus Land Review, Milford, NH
2022 SLR 003 (DHR# 14222)

Dear Ms. Verdile:

In accordance with RSA 227C-9, the Division of Historical Resources (DHR) has been asked to comment on the parcel of state-owned land referenced above.

The DHR does not object to the proposed lease of the current Department of Natural and Cultural Resources-owned property located at 347 Ponemah Hill Road for the construction and operation of a US Cellular telecommunications facility.

However, the DHR is awaiting the results of an Individual Inventory form, which is currently being prepared to assess the historical significance of the Federal Hill Fire Tower, which is adjacent to the proposed lease area. This assessment is being conducted as part of a larger resource study. It is anticipated that the tower will be determined eligible for listing to the National Register of Historic Places. The construction and licensing of the telecommunication facility will likely be reviewed by the DHR under Section 106 of the National Historic Preservation Act as an undertaking by the Federal Communications Commission, at which time the impact of the facility to the Federal Hill Fire Tower will be assessed.

Should you have any questions regarding these comments, please feel free to contact David Trubey, Review & Compliance Coordinator, at 271-2813.

Sincerely,

Nadine Miller
Deputy State Historic Preservation Officer

NM/dwt

From: [REDACTED]
To: [Verdile, Stephanie](#)
Cc: [REDACTED]
Subject: Letter of support for the Federal Hill US Cellular project
Date: Tuesday, August 30, 2022 4:37:47 PM
Attachments: [image001.png](#)
[20220830162550752.pdf](#)

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Stephanie,

Thank you for sending an email to our current Town Administrator Mark Bender, in reference to the US Cellular monopole project on the property of the Federal Hill fire watch tower. We are very excited to see that progress is being made with this project.

I have attached a letter that the Milford Emergency Services team put together in regards to supporting this project on Federal Hill. This support letter was sent to Audra Klumb and Tracey Boisvert on July 26, 2022. The Milford team fully supports this project as it will provide communications for all of Milford's emergency services and provide safety to our citizens in Milford and surrounding Towns.

We would like to attend your meeting on the 29th of September to show our support for this project.

Please let us know if there are any questions that you or your staff might have in regards to this project and we will do our best to provide an answer.

Take care and have a great day.

Craig Frye
Operations Captain
Milford Police Department
19 Garden St
Milford NH 03055
603-249-0630 ext 359

[REDACTED]
www.milfordpd.com



Confidentiality Notice: This e-mail transmission and any accompanying material contain confidential information and is intended only for disclosure to and use by the addressee(s) named above. Distribution, publication, reproduction or use of this transmission and materials, in whole or in part, by any person other than an intended recipient is prohibited. If you have received this e-mail erroneously, please notify me immediately by telephone so that I may arrange to protect these documents.

TOWN OF MILFORD

TOWN ADMINISTRATION



July 26, 2022

To: Audra Klumb
Project: U.S. Cellular Tower, Federal Hill site # 694398
Location: 347 Ponemah Hill Rd, Milford NH 03055

Audra,

I am writing this letter of support for the desperately needed U.S. Cellular tower upgrade project located in Milford at the State of New Hampshire fire watch tower site. This letter of support represents;

- The Town of Milford
- All Departments within the Town, who use our current dispatch center, Milford Area Communication Center, known as MACC Base;
 - Milford Police Chief, Michael Viola
 - Milford Fire Chief, Ken Flaherty
 - Ambulance Director, Eric Schelberg
 - Department of Public Works Director, Leo Lessard
 - Water Utilities Director, Jim Pouliot
 - MACC Base Director, Ray Anderson

The Milford team has been told for several years that a new upgraded monopole would be erected on Federal Hill that would require removing all radio equipment from the current fire watch tower. The upgrade project has been discussed for years resulting in a delay to improve our current emergency radio equipment and placement on the new monopole. With the pending upgrade in mind, the town saw no reason to add new equipment to our existing unprotected room within the watch tower cabin, as this would result in a subsequent move to a new area on the property.

Currently only Milford Fire radio equipment is located on the watch tower and in the cabin. This equipment has been located at the Federal Hill site for the past nineteen years. MACC Base also has radio equipment on this site to dispatch for Milford Fire and the Town of Mont Vernon Fire Department.

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

CORD 81

For the past twenty years the Town of Milford has used 2-Way Communications/ Motorola for our emergency radio equipment needs. 2-Way Communications supports the Town of Milford's plan to use the new monopole. They have worked with U.S. Cellular, and the State of NH representing the needs of Milford and MACC Bases. 2-Way Communications has designed space on the new monopole and the ground area. 2-Way has presented pricing and a design to the town in an effort to continue to move forward with the town's emergency radio equipment expansion plan.

The Town of Milford and MACC Base desperately need this cell site improvement to improve our emergency radio infrastructure. By having this project move forward we would increase from just the fire department radio equipment, expanding to all listed departments above using this cell site to deliver clear radio communications throughout the town thereby enhancing the safety of our community and those who serve the Town.

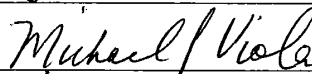



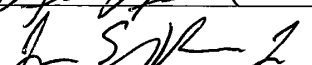
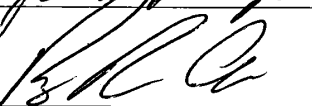
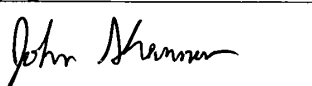
The Town recently added equipment on a cell tower in the western part of Milford and are looking for stronger coverage on the east end of town to include coverage for the Ambulance Department that travels to Nashua and Manchester area hospitals. The upgraded Federal Hill site will meet the town's current and future needs for radio communication.

Photo and video documentation of the current conditions at the Federal Hill cell site are available for review.

In conclusion the Town of Milford and its partners support the new U.S. Cellular monopole project.

Thank you in advance for your support to our needs,

Captain Craig Frye
Operations Division

Title	Signature	Date
Chief Viola		7/26/22
Chief Flaherty		7/24/22
Ambulance Director Schelberg		08/01/2022
Dept. Public Works Director Lessard		7/26/22
Water Utilities Director Pouliot		7/26/2022
MACC Base Director Anderson		7/26/2022
Town Administrator John Shannon		7/26/2022

From: [REDACTED]
To: [Verdile, Stephanie](mailto:Stephanie.N.Verdile@livefree.nh.gov)
Cc: [REDACTED]
Subject: RE: NH Council on Resources and Development-Milford (2022 003) application
Date: Wednesday, September 7, 2022 10:36:15 AM
Attachments: [image001.jpg](#)

Dear Stephanie,

On behalf of both the Rivers Management Advisory Committee (RMAC) and the Lakes Management Advisory Committee (LMAC), thank you for the opportunity to review the proposed lease of DNCR property at the Federal Hill Fire Tower in Milford, NH for telecommunications equipment. Based on the information provided, the parcel proposed for lease is more than 250 feet from any river or lake and does not provide access to any river or lake.

RMAC Chair Michele L. Tremblay and Vice Chair Larry Spencer agree that this property is outside of the area of interest of the RMAC due to its distance from any stream or river and therefore have no comment on the proposed disposal. In addition, the property is more than a quarter mile from the designated Souhegan River and therefore not subject to review by the Souhegan River LAC.

Former LMAC Chair David Packard and current Vice Chair Garret Graaskamp agree that this property is outside of the area of interest of the LMAC due to the lack of lakes or ponds in the vicinity and therefore have no comment on the proposed disposal.

Please reach out to me or any of the contacts copied on this message if you have any questions about this response.

Sincerely,
Tracie Sales

Tracie Sales
Rivers & Lakes Programs Administrator
NH Department of Environmental Services
(603) 271-2959

From: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>
Sent: Wednesday, August 31, 2022 10:00 AM
To: Marks, Nisa M <[REDACTED]>
Subject: FW: NH Council on Resources and Development-Town of Milford application

Good morning,

I have attached a SLR application that is scheduled to be presented at the September 29, 2022 CORD meeting for your review and comment.

If you have questions about the meeting, please feel free to reach out to me.

Thank you!

Stephanie N. Verdile
Principal Planner
Department of Business and Economic Affairs
Office of Planning and Development
State of New Hampshire
Phone (603) 271-1765
Stephanie.N.Verdile@livefree.nh.gov

DTTD_livefree_email[1]



**Finalize future CORD meeting dates
for 2023.**

Council on Resources and Development (CORD)
Proposed 2023 Meeting Schedule for Discussion and Agreement
at 9/29/22 Meeting

The second Thursday, from 3 to 4 pm, every other month (except July) at NH Business and Economic Affairs, Kinsman Conference Room, at 100 N. Main Street, Concord, NH.

- January 12, 2023
- March 9, 2023
- May 11, 2023
- August 10, 2023
- October 12, 2023
- December 14, 2023