



William Cass, P.E.  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

14

DEC 03 2025



David Rodrigue, P.E.  
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Planning & Community Assistance  
October 13, 2025

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an agreement totaling \$842,756 with the Town of Milford (sub-recipient) (Vendor #177503) to provide funding and services under the Local Public Agency (LPA) program through NHDOT’s Direct Managed LPA process, effective upon Governor and Council approval, through June 30, 2028 unless extended by the Department in accordance with standard specifications. (100% Federal Funds).

Funding is available for FY 2026 and is contingent upon the availability and continued appropriation of funds for FY 2027 and FY 2028 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

04-96-96-962515-2945	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>
Municipal Aid - Federal			
072-500574 Grants to Local Gov – Federal	\$200,000	\$135,500	\$507,256

**EXPLANATION**

This agreement between the State and Sub-recipient receiving funds delineates responsibilities for providing necessary services to plan, layout, design, acquire right-of-way, contract for construction, and provide oversight supervision for this Federal Aid project.

This project (41587) will rehabilitate the non-vehicular pedestrian Swing Bridge over the Souhegan River adjacent to Bridge Street in the Town of Milford.

NHDOT’s LPA Program has a “NHDOT Direct Managed” option that allows a Project Sponsor to utilize NHDOT personnel for the management of LPA Projects. The NHDOT, utilizing pre-approved statewide on-call consultant agreements and in-house staff, will undertake the project management responsibilities typically provided by the Project Sponsor for the Preliminary Engineering (PE) and Right-of-Way (ROW) phases of the project. Upon design approval, NHDOT direct management responsibilities will end and the Project Sponsor will solicit bids for construction and assume the project

management responsibilities during the construction phase of the project with NHDOT limited to an oversight role similar to a standard LPA project.

PE and ROW phase work will be 100% Federally funded and include an NHDOT 10% management fee.

Construction phase work will be 80% Federally funded and include a 20% local match.

The following table shows the funding allocations including the local match in the Construction phase:

<b>Programmed Year of Advertisement 2028</b>	<b>Participating Federal Share 100% or 80%</b>	<b>Participating Local Share 20%</b>	<b>Total Budget</b>
<b>*PE &amp; ROW</b>	<b>\$335,500.00</b>	<b>\$0.00</b>	<b>\$335,500.00</b>
<b>Construction</b>	<b>\$507,256.00</b>	<b>\$126,814.00</b>	<b>\$634,070.00</b>
<b>Total</b>	<b>\$842,756.00</b>	<b>\$126,814.00</b>	<b>\$969,570.00</b>

\*A 10% management fee is included for NHDOT's management services during PE & ROW Phases

This NHDOT Direct Managed Municipal Agreement has been vetted through and approved by the Attorney General's office.

Authorization is requested to allow the Department to enter into an agreement with the sub-recipient to ensure compliance with Federal Aid requirements and to permit State personnel to manage the PE and ROW phases of the project and the Department to expend project funds.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the Federal Aid Program in the amount of \$842,756.

Your approval of this submission is respectfully requested.

Sincerely,



William J. Cass, PE  
Commissioner

KCR/lbw  
Attachments

The Attorney General's Office has approved this template for use on February 17, 2023.

**FEDERAL AID LPA PROGRAM  
PROJECT AGREEMENT  
FOR**

**TOWN OF MILFORD**

STATE PROJECT #: 41587  
 FEDERAL PROJECT #: X-A004(683)  
 STATE VENDOR #: 177503  
 UNIQUE ENTITY IDENTIFIER #: \_\_\_\_\_

THIS AGREEMENT, is made and entered into this { 9<sup>th</sup> } day of { October }, 2025, between the State of New Hampshire, acting through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Town of Milford, hereinafter called the "PROJECT SPONSOR".

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to rehabilitate the pedestrian Swing Bridge over the Souhegan River in the Town of Milford is an eligible project for funding under the Federal Aid LPA Program created under the Federal Bipartisan Infrastructure Law (BIL); and

WHEREAS, the DEPARTMENT has established Project #41587 (the "Project") for the aforesaid project, with the project funding and target ad year as represented in the table below; and

<b>Programmed Year of Advertisement 2028</b>	<b>Participating Federal Share (80%)</b>	<b>Participating Toll Credits (20%)</b>	<b>Local Share (20%)</b>	<b>Total Budget</b>
Preliminary Engineering	\$240,000.00	\$60,000.00	\$0.00	\$300,000.00
10% Department Management Fee	\$24,000.00	\$6,000.00	\$0.00	\$30,000.00
Right-of-Way	\$4,000.00	\$1,000.00	\$0.00	\$5,000.00
10% Management Department Fee	\$400.00	\$100.00	\$0.00	\$500.00
Construction	\$507,256.00	\$0.00	\$126,814.00	\$634,070.00
<b>Total Project Cost (No Management Fee)</b>	<b>\$751,246.00</b>	<b>\$61,000.00</b>	<b>\$126,814.00</b>	<b>\$939,070.00</b>
<b>Total Management Fee</b>	<b>\$24,400.00</b>	<b>\$6,100.00</b>	<b>\$0.00</b>	<b>\$30,500.00</b>
<b>Total Agreement</b>	<b>\$775,656.00</b>	<b>\$67,100.00</b>	<b>\$126,814.00</b>	<b>\$969,570.00</b>

FEDERAL FAIN #: 693JJ22030000Z231NHA004683  
 CFDA # 20.205 and DESCRIPTION Highway Planning and Construction  
 SUBAWARD Period of performance start date: January 13, 2020  
 SUBAWARD Period of performance end date: April 13, 2028  
 NHDOT Consultant Engineering: Yes 80% Federal Aid Funds & 20% TTC  
 Indirect Rate {PE & ROW Only}: N/A \_\_\_\_\_ 10% x \_\_\_\_\_  
 Is award R&D: Yes \_\_\_\_\_ No x \_\_\_\_\_

WHEREAS, the PROJECT SPONSOR has submitted an Application to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby incorporated and made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires the DEPARTMENT to act as the Manager of the Project for the Preliminary Engineering and Right-of-Way Phases; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project.

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:**

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the construction of the Project including soliciting bids for construction. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide the subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR is required to maintain all sponsor related project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- E. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.

F. Non-Discrimination:

1. The PROJECT SPONSOR agrees, for itself, its assignees and successors in interest, that it will comply with Title VI of the Civil Rights Act of 1964, (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. The ACT and the REGULATIONS are herein incorporated by reference and made a part of this AGREEMENT. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.
2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
  - a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
  - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in consideration for an award.*
  - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
  - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or*

*handicap in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*

3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
  
- G. The PROJECT SPONSOR certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR. The PROJECT SPONSOR also certifies that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.
  
- H. If the PROJECT SPONSOR defaults or fails to fulfill any part of this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all Construction funds expended under this Project. The DEPARTMENT will not require reimbursement from the PROJECT SPONSOR for the Preliminary Engineering, Management Fee, and Right of Way costs.

## **II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**

- A. The DEPARTMENT shall manage the design, environmental study and right-of-way acquisition of the Project.
  
- B. The DEPARTMENT shall pay properly documented invoices for work that has been completed on the project using federal, state, and participating local share funds as appropriate and according to the percentages noted in the table on page 1.
  
- C. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
  
- D. The DEPARTMENT will maintain all Department related project and financial records pertinent to the development of the Project for three (3) years beyond the date of the projects' s final voucher.

- E. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

**III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:**

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project under this AGREEMENT from the DEPARTMENT shall be as set forth in the Table on page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the DEPARTMENT agrees to commence the PROJECT within 12 months of AGREEMENT execution date noted in the first paragraph of page 1 unless earlier terminated as provided herein. The PROJECT SPONSOR or the DEPARTMENT may apply for an extension to either the START or END date. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline as a result of PROJECT SPONSOR delay or inaction may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case any remaining funds will be forfeited. The DEPARTMENT is responsible for informing and coordinating a new Project completion date if any condition arises that may result in either deadline being unattainable.
- D. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget, and schedule.
- E. This AGREEMENT may be amended to incorporate changes in project scope, schedule, and/or budget that may arise through the development and design stages of the project, pursuant to approval by the Governor and the Executive Council as Item No. 47 on March 23, 2022. Such amendments will be effective upon execution of an instrument in writing signed by both parties hereto. Otherwise, this AGREEMENT may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto, and only after approval of such amendment, waiver of discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule, or policy.
- F. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.
- G. Pursuant to authorization by the Governor and Executive Council, as Item No. \_\_\_\_\_ on {date} this AGREEMENT is effective upon the date shown on page one of this

AGREEMENT. The DEPARTMENT will include this AGREEMENT in its annual report to the Governor and the Executive Council on the status of all active Federal Local Public Agency (LPA) projects.

H. The DEPARTMENT and the PROJECT SPONSOR acknowledge that RSA Chapter 21-I and Executive Order 14173 of January 21, 2025, place prohibitions on DEI initiatives and activities. To the extent any provision in this Agreement conflicts with any applicable state or federal law, such provision is null and void.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

**NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION**

By: William Cass  
William Cass, P.E.  
Commissioner  
State of New Hampshire  
Department of Transportation

**TOWN OF MILFORD**

Signature: Michael J. Viola  
Name (typed): Michael J. Viola  
Title: Interim Town Administrator, Chief of Police

NH DOT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Contract signed 10/9/25  
See Signature Page  
Page 6

NH Attorney General

  
Signature

11/4/25

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Authorized to enter into Agreement as approved by  
Governor and Council on:

\_\_\_\_\_  
Secretary of State

\_\_\_\_\_  
Dated



**MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING**  
**Monday September 22nd, 2025**  
**FINAL**

- 45 • **Terry Fiorillo, 161 Bridge Street**, proposed clearer notifications such as signage, apartment postings, and  
46 alerts for seniors and caregivers.

47 Board members and staff discussed notification methods, including Nixle/Everbridge alerts, social media, and  
48 possible emergency exception permits. They also reviewed how other towns handle bans, noting that many  
49 neighboring communities enforce similar restrictions, though Manchester uses a rotating system.

50 Additional ideas raised included:

- 51 • Excluding the Oval from the ban to reduce resident impact (though this could shift problems elsewhere).  
52 • Exploring municipal lots, library parking, or partnerships with local businesses and churches.  
53 • Considering long-term solutions such as a parking garage.

54 Concerns were also raised about liability, towing delays, slip-and-fall risks, and how the town prioritizes plow-  
55 ing and sidewalk clearing.

56 Chairman Daniels concluded by noting that the next public hearing will be held on October 13<sup>th</sup>, 2025, at which  
57 time the Board of Selectmen will continue deliberations and may decide on the ordinance.

58 6:00 p.m. – 31 Franklin Street- Camille Pattison, Community Development Director-was moved to the Septem-  
59 ber 29<sup>th</sup>, 2025 BOS meeting per Camille Pattison on September 21<sup>st</sup>, 2025.

60 **3. PUBLIC COMMENTS**

61 Resident Katherine Kokko followed up on the Town’s Right-to-Know (RTK) policy, asking whether training  
62 had been scheduled for staff, boards, and committees. She recommended organizing a joint training with the  
63 New Hampshire Municipal Association (NHMA), similar to a session held several years ago, and stressed the  
64 need for both internal staff training and broader education for boards and committees.

65 Interim TA Mike Viola said he and Human Resources Director Karen Blow are working to establish annual  
66 RTK training for department heads, with some departments, such as Police, already providing training for su-  
67 pervisors. He expressed interest in expanding training to include boards and committees, possibly through a  
68 joint session with NHMA. Selectman Labonte agreed, emphasizing the importance of training for both depart-  
69 ment heads and board members since both handle minutes and records.

70 Ms. Kokko also noted that the Town’s internal RTK policy on the website is outdated, despite earlier Board  
71 discussions about updating it with new posting requirements. Selectwoman Philbrick acknowledged the lapse,  
72 attributing it to past staffing shortages, and said the policy will be updated as a housekeeping matter.

73 In addition, Ms. Kokko urged the Board to form a municipal records management committee as required by  
74 RSA 33-A:3, citing the need for better organization of electronic and archived records to ensure compliance  
75 with RTK requests.

76 Finally, she raised concern over an objection to entering non-public session at the previous Board meeting, on  
77 September 8<sup>th</sup>, 2025, recommending the Board consult legal counsel to confirm whether such sessions are be-  
78 ing used appropriately.

79 **4. DECISIONS**

80 a. **CONSENT CALENDAR**

- 81 1. Acceptance and Appropriation of Unanticipated Revenues under \$10,000 (31:95(b)):

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

Monday September 22nd, 2025

FINAL

Source	Amount	Purpose
Seward Family	\$2000	Donation to Bandstand Restoration

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

Source	Amount	Purpose
Amherst Label	\$945.05	Donation of 1,150 stickers to the Milford Fire Dept.

83 3. Swing Bridge Project Agreement-Nicole Crawford, Town Engineer

84 Chairman Daniels read through the three items on consent calendar. He asked the Board if there was any-  
85 thing to be removed. Selectman Labonte asked to remove Item number 3 for discussion. **Selectwoman**  
86 **Philbrick made a motion to accept items 1 and 2 on the consent calendar. Selectman Dargie seconded**  
87 **the motion. The motion carried with a vote of 5/0 in favor.**

88 Chairman Daniels asked Town Engineer, Nicole Crawford to review the Swing Bridge Project Agreement,  
89 listed as item number 3 on the consent calendar. Ms. Crawford explained that the agreement, previously  
90 signed earlier this year, must be signed again because the Attorney General’s review added language refer-  
91 encing a new federal executive order on contract language. The Board also needs to formally vote on who  
92 is authorized to sign the document.

93 Selectman Labonte asked about the financial commitment. Ms. Crawford clarified that DOT will cover pre-  
94 liminary engineering and right-of-way costs, but construction funding will still require a warrant article in  
95 2027. The project timeline has shifted slightly, with engineering work expected in late spring to early sum-  
96 mer.

97 **Selectman Dargie moved to approve the amended project agreement and authorize the Town Admin-**  
98 **istrator to sign. Selectwoman Philbrick seconded the motion. The motion carried with a vote of 5/0 in**  
99 **favor.**

100 5. **OTHER DECISIONS**

101 1. ClearGov update-Troy Neff, Finance Director

102 Finance Director Troy Neff updated the Board on ClearGov, following up on questions from the Board. He  
103 explained that ClearGov offered a phased approach with a 30% discount on the program and an additional  
104 25% discount on implementation costs. With these discounts, the initial cost is about \$14,000. The annual  
105 cost beginning in the 2026 budget year would be \$37,900. An optional Strategic Planning module would  
106 cost approximately \$6,400, with final pricing tied to the Town’s overall budget size.

107 Funding for the first year could come from roughly \$21,000 in unspent funds. Director Neff emphasized  
108 that pricing is not a percentage of the Town’s budget but based on entry-point costs.

109 Selectman Labonte raised questions about pricing details, implementation, guarantees, and long-term com-  
110 mitment. Director Neff clarified that the agreement includes a “no funding” clause in case of default, but  
111 stressed that ClearGov is meant as a long-term solution to improve budget transparency and efficiency.  
112 Several members, including Selectman Freel and Selectman Dargie, noted the importance of committing to  
113 the program rather than treating it as optional year to year.

114 **After discussion, Selectman Dargie moved to approve ClearGov, seconded by Selectman Philbrick.**  
115 **The motion passed unanimously, 5–0.**

**MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING**  
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116 2. Domestic Partner Insurance Approval-Karen Blow, Human Resources

117 HR Director Karen Blow reported that three employees had inquired about domestic partner coverage. She  
118 reviewed the rules through SchoolCare, noting that the Board must approve the option in order for it to be  
119 offered, effective January 1, 2026. Director Blow explained that while action was not required immediately,  
120 SchoolCare requires at least one year's notice.

121 Selectwoman Philbrick supported the proposal as a positive benefit for employees. Selectman Labonte asked  
122 about stipulations, and Chairman Daniels asked whether this had been raised in the past. Director Blow said  
123 it had come up a few times over the years and noted that MACC Base already offers it.

124 **Selectman Labonte moved to approve adding domestic partner coverage, seconded by Selectwoman**  
125 **Philbrick. Selectman Dargie recused himself from the vote due to his role with Town insurance. The**  
126 **motion passed 4-0-1, with Selectman Dargie abstaining.**

127 *Action Item: Karen Blow to review the implementation timeframe.*

128 3. Ambulance Interim Director Designations-Eric Schelberg, Ambulance Director

129 Ambulance Director Eric Schelberg noted in his memo that he has served as the Town's HIPAA Privacy  
130 Officer since 2003. He requested that the Board designate Interim Ambulance Director Ken Larry as the  
131 new Privacy Officer for the department. Director Schelberg also asked that Interim Ambulance Director  
132 Larry be appointed as the Unit Control Drug Coordinator, a role that must be held by a paramedic and re-  
133 ported to the Town's medical resource hospital under controlled substances regulations.

134 **Selectman Labonte moved to approve the designations, seconded by Selectwoman Philbrick. The mo-**  
135 **tion passed unanimously, 5-0.**

136 4. Ambulance Transport Fee Schedule Revision-Eric Schelberg, Ambulance Director

137 Ambulance Director Eric Schelberg explained that, under Senate Bill 245 passed this year, ambulance ser-  
138 vice rates must be set at least 325% above Medicare rates effective January 1, 2026. Rates need to be ad-  
139 justed accordingly to remain compliant, and contracts will also need to be negotiated with insurance carriers.

140 Director Schelberg noted that balance billing will no longer be allowed after January 1, 2026, though de-  
141 ductibles and copays may still be collected. About 10% of transports involve uninsured patients, and those  
142 cases are sent to collections. When asked about potential revenue impacts, Director Schelberg said there is  
143 not yet enough information to provide an estimate.

144 Selectman Labonte pointed out that the mileage rate was reversed in the memo.

145 **Selectman Dargie moved to approve the updated rates with the corrected mileage item, seconded by**  
146 **Selectwoman Philbrick. The motion passed unanimously, 5-0.**

147  
148 **6. TOWN STATUS REPORT**

149 Town Updates-Mike Viola, Interim Town Administrator

150 a. Mason Road Update-Interim TA Mike Viola noted complaints regarding Mason Road. DPW Director  
151 Leo Lessard reported on his recent meeting with the contractor and the State to evaluate the issue, explain-  
152 ing that the plan is to mill and shim approximately 200-225 feet of roadway on the westbound approach

# MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

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**FINAL**

153 and tie it back in to correct a dip caused by earlier work. The repairs will likely be scheduled for a weekend  
154 to avoid interfering with school bus routes. Director Lessard added that funding may be available through  
155 the contractor, and while Selectman Dargie questioned whether the Town could end up responsible for the  
156 costs, Director Lessard said he did not believe that would be the case. Selectman Dargie also asked for an  
157 estimated cost, but Director Lessard was unsure. The State DOT and contractor are working together to de-  
158 termine funding, and the repairs are expected to be completed within the next few weeks, either next week-  
159 end or after the Pumpkin Festival.

160 b. RTK Policy Update-The Board discussed the Town's Right-to-Know (RTK) policy and how it is ad-  
161 dressed during employee onboarding. Interim TA Mike Viola clarified that Human Resources (HR) re-  
162 views a list of town policies with new employees, providing only a brief overview rather than in-depth  
163 training. Employees then sign off acknowledging the overview and confirming they know where to access  
164 the policies online. HR Director Karen Blow explained that the sign-off indicates awareness of the policies  
165 but does not necessarily confirm that employees have read and understood them. Chairman Daniels and  
166 Selectman Labonte raised concerns about whether the current language is sufficient and whether HR main-  
167 tains clear records of employee acknowledgments. HR Director Blow agreed to review the wording on the  
168 sign-off sheet.

169 It was also noted that while HR maintains a primary personnel file, departments such as the Police Depart-  
170 ment often keep additional records for training and policy sign-offs, sometimes using software that tracks  
171 acknowledgment of new or updated policies. The Board agreed that a more consistent process is needed to  
172 ensure employees not only receive the policies but also attest to having reviewed and understood them.

173 *Action Item: HR Director Blow to come up with process.*

174 c. Health Insurance Update - HR Director Karen Blow and Finance Director Troy Neff reported that  
175 SchoolCare's Harvard Pilgrim renewal rates for 2026 are projected to increase by about 31%. Harvard Pil-  
176 grim is also requiring municipalities to shift from a January to a June renewal cycle, which could compli-  
177 cate budgeting since it would cross two fiscal years. Alternatives are being explored, including  
178 HealthTrust—where fees were waived due to NHIT—and direct insurance options through brokers. Early  
179 estimates show Anthem rates rising 11–15% and Cigna in the mid-20% range. HR Director Blow noted  
180 Harvard Pilgrim's increase could be as high as 25–30%. Board members discussed the risks associated with  
181 HealthTrust's lower rates, as any additional increases imposed on the pool could be passed along to the  
182 Town. Selectman Labonte asked about other providers, but Director Blow explained most pooled options  
183 had already been reviewed. The Board agreed that staff should continue gathering quotes from HealthTrust,  
184 SchoolCare, and independent brokers, with final numbers expected by mid-November. Director Neff em-  
185 phasized the importance of balancing cost, coverage, and budget constraints, noting that approval will be  
186 on a tight timeline.

187  
188 d. Eric Schelberg Retirement and Recognition -On Friday, September 27th, Ambulance Director Eric  
189 Schelberg will retire after 40 years of service to the Town of Milford and surrounding communities. Town  
190 officials, department heads, and staff expressed their gratitude, praising his dedication, leadership, and dec-  
191 ades of commitment to providing high-quality emergency services. Chairman Daniels, speaking on behalf  
192 of the Board, thanked Director Schelberg for his support, guidance, and professionalism over the years, not-  
193 ing it had been an honor to work alongside him. Director Schelberg, in turn, thanked the Board, staff, and  
194 community for their support, expressing pride in the ambulance department and confidence in his team's  
195 ability to continue delivering exceptional care. He described his time in Milford as an honor and privilege,  
196 reflecting on the many changes and challenges since 1985. The Board acknowledged his extraordinary ser-  
197 vice and wished him the best in his retirement.  
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199

## 200 7.DISCUSSIONS

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201 a. Flag Code review

202 Chairman Daniels raised a question about flag protocols after a resident expressed concern that the large flag  
203 touches the base when flown at half-staff. He asked whether the Board should establish clearer guidelines, not-  
204 ing that DPW Director Leo Lessard had been part of earlier discussions. Selectman Dargie and Selectman La-  
205 bonte both felt that decisions should be left to the DPW Director's judgment, while Chairman Daniels empha-  
206 sized that proper flag etiquette should always be followed. The Board also briefly discussed when to display  
207 the 22 flags around the Oval. In conclusion, the Board agreed to leave flag-related decisions to the DPW Di-  
208 rector, with the understanding that the large flag should not be used for half-staff displays.

209 b. 2026 Town Budget-Troy Neff, Finance Director

210 Finance Director Troy Neff provided a walkthrough of the 2026 budget binders, thanking Samantha Pizzuti  
211 for assembling them, noting that last year Lincoln Daley and he had prepared them. This version does not yet  
212 include Town Clerk numbers or all department narratives, which will be added as they become available.  
213 Revenue breakouts are included at the bottom of each section. Director Neff highlighted certain budget lines  
214 and explained capital projects under the DPW budget, as well as quotes included in the binders. Property lia-  
215 bility rates from Primex will be updated in October, and the 2025 figures do not include warrant articles,  
216 while 2026 numbers reflect the same point in time. HR costs are up due to COLA adjustments, and IT in-  
217 cludes ClearGov, which will be moved into the budget. Director Neff also discussed library appropriations  
218 and will research whether unused funds remain with the library.

219 Regarding other departments, the Police budget reflects a pending contract negotiation, with the warrant arti-  
220 cle covering associated costs. The school plans to reimburse the Town for a crossing guard, consolidating  
221 previous separate rates for efficiency. Recreation includes a discussion on pool pump maintenance, and up-  
222 dates will be made to Town Clerk and Voter Registration budgets. Welfare expenditures are trending higher  
223 due to state mandates, and a bequest is expected, with the attorney involved. Selectman Labonte inquired  
224 about the department head projection column and burn rates; these will be finalized at the end of September.  
225 Questions were raised about diesel and gas pricing, with Interim TA Viola noting DPW uses state-contracted  
226 rates and Police fuel costs were also reviewed. Surplus purchases that are recurring are reflected in the 2026  
227 budget. Line transfers have not occurred this year beyond wages, and revenue estimates were last updated at  
228 the end of August, with the Tax Collector reporting no liens this year. Ambulance Director Schelberg stated  
229 DPW completed most ambulance repairs in-house, resulting in significant savings.

230 Director Neff presented detailed breakdowns of department budgets, highlighting key changes including an  
231 ambulance revenue forecast of \$1.1 million, a full town revaluation increasing the assessing budget by  
232 \$88,000, a fire department budget increase due to staffing model changes, the Police budget exceeding \$3  
233 million, and school reimbursement for crossing guards. The Board will review the binders, with the Budget  
234 Advisory Committee meeting scheduled for tomorrow at 6:30 PM.

235 **8. SELECTMEN'S REPORTS/DISCUSSIONS**

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

237 Selectman Labonte raised concerns about the manifest sign-off process, noting that by the time he  
238 sees the manifest, the checks have already been issued, making him question the necessity of the Board's  
239 review. Finance Director Troy Neff clarified the full process: invoices are first coded by department heads,  
240 then entered by Accounts Payable (AP) based on those codes. Director Neff reviews each invoice to ensure  
241 proper coding, signatures, and accuracy, and the manifest is then reviewed by the Town Administrator. Fi-  
242 nally, the Treasurer signs off on both the manifest and the checks. By the time the Board sees the manifest, it  
243 serves as a ratification rather than an approval, confirming that the funds have already been authorized for  
244 release.

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245 Selectman Labonte asked how to handle questions if he notices an issue. Chairman Daniels advised that mi-  
246 nor questions should first go to the AP clerk, while more substantive concerns should be directed to the Fi-  
247 nance Director. Director Neff emphasized that the Board's sign-off is primarily an attestation and educa-  
248 tional opportunity, rather than a control step, since the funds are legally under the Treasurer's custody. Se-  
249 lectman Labonte acknowledged that reviewing manifests helps him understand town spending but recog-  
250 nizes it is largely redundant, and any issues should be communicated through the proper chain to avoid step-  
251 ping on toes.

252 Selectman Dargie provided a brief update on the community power implementation MEAC is working on,  
253 noting that the agreement will take effect on November 1<sup>st</sup>, 2025. The rate will be 11.4 cents per kWh under  
254 a 24-month contract, slightly higher than Eversource's current rate of 11.2 cents through January. The 24-  
255 month term was chosen based on the expectation that energy prices will rise.

256 Chairman Daniels announced that Lori Radke will begin her role as Town Administrator on September 29th.  
257 Ms. Radke previously served as Town Clerk in Bedford and as Town Administrator in Hollis. Chairman  
258 Daniels also expressed sincere appreciation to Interim TA Mike Viola for his service as Interim Town Ad-  
259 ministrator and for his support during the transition.

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

261 **9. PUBLIC COMMENTS**

262 There were no public comments.

263 **10. APPROVAL OF FINAL MINUTES**

- 264 a. Meeting Minutes from September 8<sup>th</sup>, 2025
- 265 b. Special Meeting Minutes from September 9<sup>th</sup>, 2025

266 Selectman Labonte made a change to the September 8<sup>th</sup> minutes and sent it to Ms. Pizzuti. Selectman Dargie  
267 noted the changes he sent were included. **Selectwoman Philbrick made a motion to accept the amended**  
268 **minutes for the September 8<sup>th</sup> and September 9<sup>th</sup> BOS meeting. Selectman Labonte seconded the mo-**  
269 **tion. The motion carried with a 5/0 vote in favor.**

270 **11. INFORMATION ITEMS REQUIRING NO DECISIONS**

271 **12. NOTICES**

272 Chairman Daniels read through the following Town News and Notices.

273 **Town News/Notices**

274 **36<sup>th</sup> Annual Milford Pumpkin Festival**

275 The 36th Annual Milford Pumpkin Festival will take place in downtown Milford from **Friday, October 10**  
276 **through Sunday, October 12, 2025.** Festival hours are Friday from 5:00 to 9:00 p.m., Saturday from  
277 10:00 a.m. to 9:00 p.m., and Sunday from 10:00 a.m. to 3:00 p.m. This three-day celebration will feature  
278 live music and entertainment, a haunted trail, local crafters and vendors, delicious food, beer and wine tast-  
279 ing, scarecrow making, pumpkin painting, giant pumpkins, and much more. Now in its 36th year, the Mil-  
280 ford Pumpkin Festival continues to bring the community together for a weekend full of fun and festivities.  
281 For more information, visit [www.MilfordPumpkinFestival.org](http://www.MilfordPumpkinFestival.org)  
282

283  
284 The Boys & Girls Club of Souhegan Valley will host its annual Pumpkinfest 5K and Kids Fun Run on **Sat-**  
285 **urday October 11<sup>th</sup>, 2025.** at 56 Mont Vernon Street in Milford. The event runs from 7:30 to 11:30 a.m.,  
286 with registration opening at 7:00 a.m. The Kids Fun Run begins at 8:30 a.m. Participants are encouraged to  
287 pre-register online. Online registration and more information can be found at [https://runsig-](https://runsignup.com/Race/NH/Milford/BoysGirlsClubofSouheganValley5K)  
288 [nup.com/Race/NH/Milford/BoysGirlsClubofSouheganValley5K](https://runsignup.com/Race/NH/Milford/BoysGirlsClubofSouheganValley5K)  
289

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**Ghost Train Trail Races - October 18-19, 2025** This will be the 16th running of the annual Ghost Train Ultra Race on the Granite Town Rail Trail. Our first go at this event was in 2009 with 25 runners. We now register 400 runners who run distances from 30 to 105 miles within the 30-hour event. The Conservation Commission hosts an aid station to support the runners; we serve lots of potatoes, grilled cheese sandwiches and soup. We are always on the lookout for volunteers! This event is a major fundraiser for the Milford and Brookline Conservation Commissions who partner in this event. The revenues from the race are used for rail trail improvements, most recently and visibly is the new tunnel under Melendy Rd and the RRFBs (Rectangular Rapid Flashing Beacons) at Armory Rd.

**Future Board Meetings**

There will be a 5<sup>th</sup> Monday Forum held on Monday September 29<sup>th</sup>, 2025 in the Board of Selectmen's meeting room, 1 Union Square, Milford NH at 6:00 p.m. This will be a HYBRID meeting, information to access zoom will be posted on the Town's website on or before September 26<sup>th</sup>, 2025.

**Committees/Commissions/Boards Volunteer Opportunities**

- **Milford Energy Advisory Committee** – 2 Full Members, 2 Alternate Members
- **Recreation Committee** – 2 Alternate Members
- **Recycling & Solid Waste Committee** – 1 Full Member, 1 Alternate Member
- **Traffic Safety Committee** – 1 Citizen Member
- **Zoning Board of Adjustment**—1 Alternate Member
- **Master Plan**- Seeking additional members

Selectman Labonte asked about the status of the Volunteer NH grant. Interim TA Viola stated that Jeff Marshall will provide an update at the October 13<sup>th</sup>, 2025 BOS meeting.

**13. NON-PUBLIC SESSION**

This Public Body may go into one or more non-public session(s) under NH RSA 91-A:3, II (b) Personnel for the approval of sealed non-public session minutes from September 8<sup>th</sup>, 2025 and review of the approved non-public session minutes from August 18<sup>th</sup>, 2025, 7:00pm.

**Chairman Daniels asked for a motion to go into non-public session under the previously mentioned RSA authorizations. Vice Chair Freel made the motion and Selectwoman Philbrick seconded the motion. A roll call vote was taken. Selectman Dargie-yes, Vice Chair Freel-yes, Selectman Labonte-yes, Selectwoman Philbrick-yes, the chair votes yes. The motioned carried with a vote 5-0 in favor.**

The non-public session was entered in at 8:59 p.m.

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The Board came out of non-public session at 9:36 p.m. Chairman Daniels summarized the non-public session. Chairman Daniels stated the Board made one decision to approve minutes from the September 8<sup>th</sup>, 2025 non-public session.

**Chairman Daniels asked for a motion to seal minutes from September 22<sup>nd</sup>, 2025 non-public session. Selectwoman Philbrick made a motion to seal the minutes under RSA 91-A:3, III - divulgence of the information likely would affect adversely the reputation of any person other than a member of the public body itself and Selectman Labonte seconded the motion. The motioned carried with a vote 5-0 in favor.**

**14. ADJOURNMENT**

**A motion to adjourn the public meeting was made by Selectwoman Philbrick and seconded by Vice Chair Freel. The motion carried with a vote 5-0 in favor.**

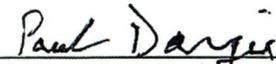
**MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING**

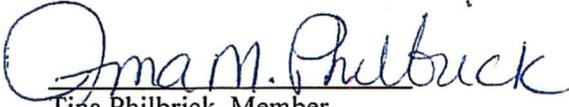
**Monday September 22nd, 2025**

**FINAL**

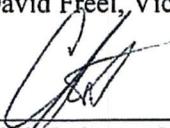
336 The public meeting was adjourned at 9:38 p.m.

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338 \_\_\_\_\_  
339 Gary Daniels, Chairman

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341   
342 \_\_\_\_\_  
343 Paul Dargie, Member

344  
345   
346 \_\_\_\_\_  
347 Tina Philbrick, Member

\_\_\_\_\_  
David Freel, Vice-Chairman

  
\_\_\_\_\_  
Chris Labonte, Member