

# APPOINTMENTS - 5:30 APPROPRIATION FOR FUNDS

3/11/2024

## PUBLIC HEARING FOR THE PURPOSE OF AUTHORIZING:

(1) **The acceptance for expenditure of unanticipated funds under RSA 31:95-b for the following:**

\$20,000.00      FY 2024 Moose License Plate Conservation Grant  
Funding for rehabilitation of the Pillsbury Bandstand from January 11, 2024 - September 30, 2025.  
50% paid upon approval of award and 50% upon completion of project.

(2) **The acceptance of gifts of property under RSA 31:95-e for the following:**

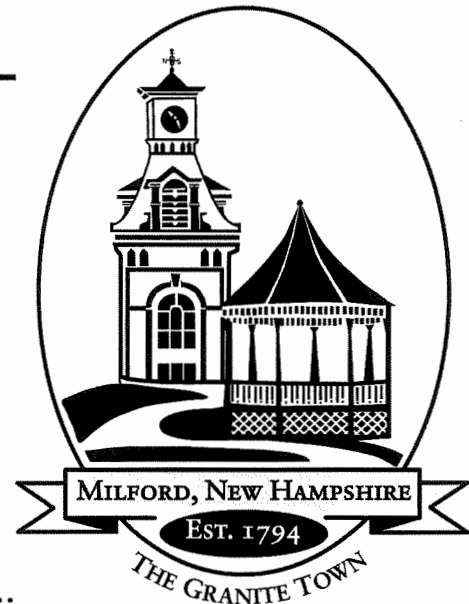
None at this time.

# TOWN OF MILFORD

## OFFICE OF THE SELECTMEN

**TO:** Milford Cabinet – Public Notices  
**FAX:** 882-5138 (telegraph fax)  
**FROM:** Tina M. Philbrick, Executive Assistant  
**DATE:** February 15, 2024  
**PAGE:** 1 of 1  
**SUBJ:** Public Notice of 31:95 Public Hearing

◆.....



Good morning!

Could we please have the following Public Notice published in the **February 29, 2024** edition of the Milford Cabinet and have the Board of Selectmen's Office billed accordingly.

Thank you!

### TOWN OF MILFORD

#### NOTICE OF PUBLIC HEARING

#### APPROPRIATION FOR FUNDS, PROPERTY & ITEMS MADE AVAILABLE DURING YEAR

The Milford Board of Selectmen does hereby give Notice that there will be a Public Hearing held in compliance with NH RSA 31:95(b), **Appropriation for Funds, Property & Items Made Available during the Year over \$10,000**, at on **Monday, March 11, 2024**. This Public Hearing will be held in the Board of Selectmen's Meeting Room located in the Town Hall, 1 Union Square, Milford. Topics of the Hearing will include grants, gifts, donations, and other money, which the Town has received that were not anticipated.

***If transmission is not clear or should you have any questions please contact:***

me at (603) 249 - 0603.

***Thank you!***



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82

STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of HISTORICAL RESOURCES

172 Pembroke Road CONCORD, NEW HAMPSHIRE 03301  
Phone: 271-3483 Fax: 271-3433

December 14, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Pursuant to RSA 261:97-c, Use of Funds, authorize the Department of Natural and Cultural Resources, Division of Historical Resources, to award a Conservation Number Plate (Moose Plate) grant to the Town of Milford (VC#177503), in the amount of \$20,000 for rehabilitation of the Pillsbury Bandstand effective upon Governor and Council approval through September 30, 2025. 100% Other Funds (Agency Income).
2. Further authorize an advance payment in the amount of \$10,000 to the Town of Milford in accordance with the terms of the contract effective upon Governor and Council approval. 100% Other Funds (Agency Income).

Funding is available in account, Conservation Plate Fund, as follows:

|  |                |
|--|----------------|
|  | <u>FY 2024</u> |
| 03-035-035-350010-34050000-073-509074 – Grants Non-Federal | \$20,000       |

**EXPLANATION**

The Conservation Number Plate Fund is used to promote the use and conservation of cultural resources in New Hampshire and to preserve the cultural heritage that belongs to all New Hampshire citizens by providing for the preservation of publicly owned historic properties.

The Milford (Pillsbury) Bandstand lies on the northern portion of Milford's "Oval", which sits at the heart of Milford's commercial and historic downtown. In 1896 the current bandstand was for the Milford Cornet Band's regular summer concerts. It has served the community for over 100 years and with the assistance from the Moose Plate grant, will be rehabilitated.

The reason we seek approval to provide \$10,000 in advance is because the DHR's Moose Plate grant pays 50% of the award up front to get the grant-funded project underway, with 50% withheld until the grantee can show that their project has been completed.

The Attorney General's Office has reviewed and approved this grant as to form, substance and execution.

Respectfully submitted,

(156)

  
Sarah L. Stewart  
Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

I. Identification and Definitions.

|  |   |   |  |
|--|---|---|--|
| <b>1.1. State Agency Name</b><br>Department of Natural and Cultural Resources/Division of Historical Resources   |   | <b>1.2. State Agency Address</b><br>172 Pembroke Rd., Concord, NH 03301                   |  |
| <b>1.3. Grantee Name</b> Town of Milford   |   | <b>1.4. Grantee Address</b> Union Sq., Milford, NH<br><del>05461</del> 03055 (NH)         |  |
| <b>1.5. Grantee Phone #</b><br>603-973-1739  | <b>1.6. Account Number</b><br>#34050000 | <b>1.7. Completion Date</b><br>September 30, 2025   | <b>1.8. Grant Limitation</b><br>\$20,000 |
| <b>1.9. Grant Officer for State Agency</b> Amy Dixon   |   | <b>1.10. State Agency Telephone Number</b> 603-271-3485                                   |  |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." |   |   |  |
| <b>1.11. Grantee Signature 1</b><br><i>Gary Daniels</i>  |   | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>Gary Daniels Chair Selectboard       |  |
| <b>Grantee Signature 2</b><br><i>Chris Labonte</i>   |   | <b>Name &amp; Title of Grantee Signor 2</b><br>Chris Labonte Vice Chair Selectboard       |  |
| <b>Grantee Signature 3</b><br><i>Lincoln Daley</i>   |   | <b>Name &amp; Title of Grantee Signor 3</b><br>Lincoln Daley Town Administrator           |  |
| <b>1.13. State Agency Signature(s)</b><br><i>Sarah Stewart</i> 1/3/2024  |   | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Sarah L. Stewart, Commissioner |  |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b><br>By: <i>Sheri Phillips</i> Assistant Attorney General, On: 1 /11/ 2024                              |   |   |  |
| <b>1.16. Approval by Governor and Council (if applicable)</b><br>By: On: / /   |   |   |  |

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

0. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

1. EFFECTIVE DATE COMPLETION OF PROJECT

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

2. GRANT AMOUNT LIMITATION ON AMOUNT VOUCHERS PAYMENT

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

3. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

4. RECORDS and ACCOUNTS

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership.

5. with the entity identified as the Grantee in block 1.3 of these provisions.

8.1. PERSONNEL

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9.1. DATA, RETENTION OF DATA, ACCESS

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations.

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

0. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

1. EVENT OF DEFAULT REMEDIES

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): 11.1.1 Failure to perform the Project satisfactorily or on schedule, or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

2. TERMINATION

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general

12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general

12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

3. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

11/13/23 Date

WJ  
CP-20

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

0. GRANTEE'S RELATION TO THE STATE In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

1. ASSIGNMENT AND SUBCONTRACTS The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

2. INDEMNIFICATION The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

3. INSURANCE

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance.

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT 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 or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials

11/13/23 Date

Handwritten initials and date: 11/13/23

**EXHIBIT A -- SPECIAL PROVISIONS:**  
CONSERVATION LICENSE PLATE GRANT PROGRAM  
NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

1. **SIGNAGE & PUBLICITY:** As required by the Conservation License Plate Grant Program and the Division of Historical Resources (DHR), the Grantee agrees to prominently place a DHR provided grant information sign on site or within the community throughout the project funded by this grant, and to acknowledge support of the DHR and the Conservation License Plate Program on any materials promoting the project.
2. **REPORTING:** The Grantee shall submit a narrative report of progress to the DHR by April 1 and September 1 annually for the duration of the grant which summarizes progress on the project. The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.

**EXHIBIT B – SCOPE OF WORK:**

1. Grantee agrees to apply the funds from this grant to the project(s) described in grantee's grant application and approved budget.

Grantee shall undertake the stabilization, structural repairs, restoration, and repairs to wooden elements of the Pillsbury Bandstand. Work shall also include repairs to the roof, and floor and painting. All work must adhere to the Secretary of the Interior's Standards for Rehabilitation.

**EXHIBIT C – PAYMENT TERMS:**

**Contract Price**

Total contract shall not exceed: \$20,000

**Method of Payment**

PAYMENT: 50% payment will be made following review by the DHR, NH Attorney General's Office and Governor and Council (as appropriate). Payment of the final 50% will be made upon receipt and approval of the final report documentation.

**Term**

This contract shall commence upon execution of the contract and approval of the Governor and Executive Council, if required, with a completion date of September 30, 2025.

Initial *JH*  
Date 11/13/23 *CF*  
*SR*

### Municipality Certification of Authority

I, Jean Dargie (Name), hereby certify/attest that I am duly elected Clerk/Secretary of Milford (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on Nov 13, 2023, at which a quorum of the Municipality Officers were present and voting.

**RESOLVED:** That Gary Daniels, Chair (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of Milford NH (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of Nov 13, 2023. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: 11/13/2023

ATTEST: Jean Marie Dargie  
(Secretary/Clerk Signature Completing this Certificate)





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| <i>Participating Member:</i><br>Town of Milford<br>1 Union Square<br>Milford, NH 03055 |   | <i>Member Number:</i><br>239   | <i>Company Affording Coverage:</i><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>PO Box 23<br>Hooksett, NH 03106-9716 |   |                        |
|--|---|--------------------------------|--|---|------------------------|
| Type of Coverage   |   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy)  | Limits - NH Statutory Limits May Apply, If Not:           |                        |
| <input checked="" type="checkbox"/>  | <b>General Liability (Occurrence Form)</b>                          | 1/1/2024                       | 1/1/2025   | Each Occurrence   | \$ 2,000,000           |
| <input type="checkbox"/>   | <b>Professional Liability (describe)</b>                            |                                |  | General Aggregate   | \$ 10,000,000          |
| <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence               |   |                                |  | Fire Damage (Any one fire)                                |                        |
|  |   |                                |  | Med Exp (Any one person)                                  |                        |
| <input checked="" type="checkbox"/>  | <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000 | 1/1/2024                       | 1/1/2025   | Combined Single Limit<br>(Each Accident)                  | \$2,000,000            |
| <input type="checkbox"/>   | Any auto  |                                |  | Aggregate   | \$10,000,000           |
| <input checked="" type="checkbox"/>  | <b>Workers' Compensation &amp; Employers' Liability</b>             | 1/1/2024                       | 1/1/2025   | <input checked="" type="checkbox"/> Statutory             |                        |
|  |   |                                |  | Each Accident   | \$2,000,000            |
|  |   |                                |  | Disease – Each Employee                                   | \$2,000,000            |
|  |   |                                |  | Disease – Policy Limit                                    |                        |
| <input checked="" type="checkbox"/>  | <b>Property (Special Risk includes Fire and Theft)</b>              | 1/1/2024                       | 1/1/2025   | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible:<br>\$1,000 |
| <b>Description:</b> Proof of Primex Member coverage only.                              |   |                                |  |   |                        |

|   |                                 |                   |   |
|---|---------------------------------|-------------------|---|
| <b>CERTIFICATE HOLDER:</b>  | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  |
|   |                                 |                   | By: <i>Mary Beth Purcell</i>  |
| NH Department of Natural and Cultural Resources<br>172 Pembroke Road<br>Concord, NH 03301 |                                 |                   | Date: 12/14/2023    mpurcell@nhprimex.org   |
|   |                                 |                   | Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

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Assessor's Office • 1 Union Square • Milford, NH 03055  
 Phone 603.249-0615 • Fax 603.673.2273  
[www.milford.nh.gov](http://www.milford.nh.gov)

Memorandum

**To:** Board of Selectman  
**From:** Monica Hurley, Assessing Agent  
**Date:** 2/28/2024  
**Re:** All Veterans Tax Credit – **For Approval (5)**

The following list, as a matter of public record has applied for the All Veterans Tax Credit RSA 72:28-b for the 2023 tax year. I have reviewed the applications along with the supporting documentation and am recommending that the selectman **approve** the following list of qualified veterans. These will need the PA-29 signed.

| Map/Lot | Property Address  | Property Owner/Veteran | Amount   | Date Received |
|---------|-------------------|------------------------|----------|---------------|
| 10/79   | 397 Savage Rd     | Forte, John            | \$400.00 | 01/09/2024    |
| 42/73   | 26 Melendy Rd #30 | Cote, Eric             | \$400.00 | 11/14/2023    |
| 53/55   | 51 Heritage Way   | Willett, Robert        | \$400.00 | 10/05/2023    |
| 41/20   | 26 Ches-Mae Lane  | Francis, Keith         | \$400.00 | 10/12/2023    |
| 4/3     | 37 Baldwin Rd     | Hoffman, Lee           | \$400.00 | 05/03/2023    |

| SELECTMEN PRINTED NAME | SELECTMEN SIGNATURES OF APPROVAL | DATE |
|------------------------|----------------------------------|------|
| GARY DANIELS           |                                  |      |
| PAUL DARGIE            |                                  |      |
| TIM FINAN              |                                  |      |
| DAVE FREEL             |                                  |      |
| CHRIS LABONTE          |                                  |      |

***D. SIGNED CERTIFICATE OF ADOPTION***

**CERTIFICATE OF ADOPTION**

**MILFORD, NH**

**SELECT BOARD**

**A RESOLUTION ADOPTING THE MILFORD, NH HAZARD MITIGATION PLAN UPDATE 2024**

WHEREAS, the Town of Milford has historically experienced severe damage from natural hazards, and it continues to be vulnerable to the effects of those natural hazards profiled in this plan, resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Town of Milford has developed and received Approved Pending Adoption (APA) status from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation Plan Update 2024 under the requirements of 44 CFR 201.6; and

WHEREAS, public and committee meetings were held between March 17, 2020, and November 17, 2020, regarding the development and review of the Hazard Mitigation Plan Update 2024 and

WHEREAS, the plan specifically addresses hazard mitigation strategies and plan maintenance procedures for the Town of Milford; and

WHEREAS, the plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the Town of Milford with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, adoption of this plan will make the Town of Milford eligible for funding to alleviate the impacts of future hazards; now, therefore, be it

RESOLVED by the Select Board:

1. The plan is hereby adopted as an official plan of the Town of Milford;
2. The respective officials identified in the mitigation action items of the plan are hereby directed to pursue implementation of the recommended actions assigned to them;

**Milford, Hazard Mitigation Plan Update Certificate of Adoption, page two**

- 3. Future revisions and plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for five (5) years from the date of this resolution;
- 4. The Emergency Management Director shall present an annual report on the progress of the plan's action items to the Select Board.

Adopted this day, the \_\_\_\_\_ of \_\_\_\_\_, 2024

**Select Board Chair**

**Select Boar Vice-Chair**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Member of the Select Board**

**Member of the Select Board**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Member of the Select Board**

**Emergency Management Director**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Town of Milford on this day, \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Expiration

\_\_\_\_\_  
Dates

**Signatures are scanned facsimiles; original signatures are on file.**

**E. CWPP APPROVAL LETTER FROM DNCR**

**Milford, NH  
A Resolution Approving the  
Milford, NH Hazard Mitigation Plan Update 2024  
As a Community Wildfire Protection Plan**

Several public meetings and committee meetings were held between March 17, 2020, and November 17, 2020, regarding the development and review of the Milford, NH Hazard Mitigation Plan Update 2024. The Milford, NH Hazard Mitigation Plan Update 2024 contains potential future projects to mitigate hazard and wildfire damage in the Town of Milford.

The Fire Chief/Emergency Management Director, along with the Select Board, desires that this plan be accepted by the Department of Natural and Cultural Resources (DNCR) as a Community Wildfire Protection Plan, having adhered to the requirements of said plan.

The Select Board and the Fire Chief/Emergency Management Director approve the Milford, NH Hazard Mitigation Plan Update 2024 and understand that with approval by DNCR, this plan will also serve as a Community Wildfire Protection Plan.

**For the Town of Milford,**

APPROVED and SIGNED this day, \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chairman of the Select Board

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Fire Chief/Emergency Management Director

\_\_\_\_\_  
Printed Name

**For the Department of Natural & Cultural Resources (DNCR)**

APPROVED and SIGNED this day, \_\_\_\_\_, 2024.

\_\_\_\_\_  
Forest Ranger – NH Division of Forest and Lands, DNCR

APPROVED and SIGNED this day, \_\_\_\_\_, 2024.

\_\_\_\_\_  
Steve Sherman, Chief, Forest Protection Bureau – NH Division of Forests & Lands, DNCR

***Signatures are scanned facsimiles; original signatures are on file.***

***D. SIGNED CERTIFICATE OF ADOPTION***

**CERTIFICATE OF ADOPTION**

**MILFORD, NH**

**SELECT BOARD**

**A RESOLUTION ADOPTING THE MILFORD, NH HAZARD MITIGATION PLAN UPDATE 2024**

WHEREAS, the Town of Milford has historically experienced severe damage from natural hazards, and it continues to be vulnerable to the effects of those natural hazards profiled in this plan, resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Town of Milford has developed and received Approved Pending Adoption (APA) status from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation Plan Update 2024 under the requirements of 44 CFR 201.6; and

WHEREAS, public and committee meetings were held between March 17, 2020, and November 17, 2020, regarding the development and review of the Hazard Mitigation Plan Update 2024 and

WHEREAS, the plan specifically addresses hazard mitigation strategies and plan maintenance procedures for the Town of Milford; and

WHEREAS, the plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the Town of Milford with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, adoption of this plan will make the Town of Milford eligible for funding to alleviate the impacts of future hazards; now, therefore, be it

RESOLVED by the Select Board:

1. The plan is hereby adopted as an official plan of the Town of Milford;
2. The respective officials identified in the mitigation action items of the plan are hereby directed to pursue implementation of the recommended actions assigned to them;

**Milford, Hazard Mitigation Plan Update Certificate of Adoption, page two**

- 3. Future revisions and plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for five (5) years from the date of this resolution;
- 4. The Emergency Management Director shall present an annual report on the progress of the plan's action items to the Select Board.

Adopted this day, the \_\_\_\_\_ of \_\_\_\_\_, 2024

**Select Board Chair**

**Select Boar Vice-Chair**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Member of the Select Board**

**Member of the Select Board**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Member of the Select Board**

**Emergency Management Director**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the corporate seal of the Town of Milford on this day, \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Expiration

\_\_\_\_\_  
Dates

**Signatures are scanned facsimiles; original signatures are on file.**



TOWN OF MILFORD, NH  
OFFICE OF COMMUNITY DEVELOPMENT

1 UNION SQUARE, MILFORD, NH 03055

TEL: (603)249-0620

WEB: WWW.MILFORD.NH.GOV

**STAFF MEMORANDUM**

**Date:** February 28, 2024

**To:** Board of Selectmen

**CC:** Lincoln Daley-Town Administrator

**From:** Terrence Dolan, Community Development Director & Acting Town Planner

**Subject:** Planning Board NRPC Re-Appointment Recommendation

At the February 20, 2024 Planning Board Meeting, the Board voted 7-0, with a Motion provided by Paul Amato and Seconded by BOS Rep David Freel, to make a recommendation to the Board of Selectmen to re-appoint fellow Planning Board Member Janet Langdell to another four-year term as one of the Town of Milford's three Commissioners to serve on the Nashua Regional Planning Commission (NRPC).

Under **RSA:36:45-53**, communities with a population of 10,000-25,000 (based on the most recent federal census) are entitled to provide three representatives to serve on the NRPC. Ms. Langdell's four-year term is reaching its expiration, and the Planning Board has now provided a recommendation for her to continue in her role to represent the town's official interests on the Nashua Regional Planning Commission.

**Action Required:**

Accept the Milford Planning Board's February 20, 2024 recommendation and designate Planning Board Member Ms. Janet Langdell to be re-appointed to serve an additional four (4) year term on the Nashua Regional Planning Commission (NRPC).

I will be glad to provide any additional information as needed. Please reach out with any questions.

End



**Town of Milford  
ZONING BOARD OF ADJUSTMENT**



**Attention: Mr. Gary Daniels, Chairman of the Milford Board of Selectmen**

**Subject: Re-Appointment of Current Zoning Board of Adjustment Board Members to New Three-Year Terms**

Dear Mr. Daniels:

I am pleased to report that at our March 7, 2024 Meeting, both Joan Dargie and Michael Thornton were approved by the Zoning Board of Adjustment to again serve and retain their full membership on the ZBA by unanimous vote, with each serving for another three-year term.

Therefore, please accept this recommendation from our Board for the Town of Milford Board of Selectmen to retain these two community service volunteers for Full Member Terms, expiring in 2027.

Best Regards,

A handwritten signature in black ink, reading "Andrea Kokko Chappell". The signature is fluid and cursive, with a long horizontal line extending to the right.

Andrea Kokko Chappell, Chair  
Milford Board of Adjustment

---

MEMORANDUM

---

To: Board of Selectmen  
Cc: Lincoln Daley  
  
From: Kathy Doherty, Tax Collector  
  
Date: March 7, 2024  
  
Subject: Property Tax Interest Waiver Request

---

The property located at 59 Ponemah Hill Rd., 1-201 was sold October 20, 2023, after the final ownership and values were set for tax billing. Therefore, the property tax bill was mailed to the former owner.

Once late notices were sent, the new owner, Robert Webb, paid the bill and submitted a request the interest be waived.

Based on the fact, Mr. Webb is a new owner who did not receive the tax bill directly, I recommend this one time exception to waive the interest held in the amount of \$31.05.

Should approval be granted, I request you sign the attached waiver form.

Respectfully,  
Kathy Doherty



## Real Estate Interest Waiver Approval Form

**TO:** Kathy Doherty, Tax Collector

**FROM:** Board of Selectmen

Date: 3/7/2024

Approval is granted to waive interest accrued on the real estate tax account listed below. The property changed ownership in late October after the final values and ownership were set for billing. Mr. Webb was unaware of the unpaid tax bill.

Interest Waived: \$ 31.05

Property Owner: Robert Webb

Property Location(s): 59 Ponemah Hill Rd 1-201., Milford, NH

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

Selectmen of Milford, New Hampshire

# Town of Milford NH



## Real Estate Tax Statement

Parcel: 043-068-01C-201  
Location: 59 PONEMAH HILL RD 1-201

Owner:  
WEBB, ROBERT  
453 WEST SALISBURY RD  
SALISBURY NH 03268

Status: Square 0  
Land Valuation: 0  
Building Valuation: 162,600  
Exemptions: 0  
Taxable Valuation: 162,600  
Interest Per Diem: 0.42

### Legal Description:

Deed Date: 10/20/2023 Book/Page: 9735/2530 Interest Date: 02/16/2024

| Year                | Type     | Bill            |                 |              |                 |  |
|---------------------|----------|-----------------|-----------------|--------------|-----------------|--|
| 2023                | RE-R     | 4360            |                 |              |                 |  |
| Inst                | Charge   | Billed          | Principal Due   | Interest Due | Total Due       |  |
| 1                   | PPTY-TAX | 1,690.23        | 0.00            | 0.00         | 0.00            |  |
|                     |          | 1,690.23        | 0.00            | 0.00         | 0.00            |  |
| 2                   | PPTY-TAX | 1,914.61        | 1,914.61        | 31.05        | 1,945.66        |  |
|                     |          | 1,914.61        | 1,914.61        | 31.05        | 1,945.66        |  |
| <b>Year Totals</b>  |          | <b>3,604.84</b> | <b>1,914.61</b> | <b>31.05</b> | <b>1,945.66</b> |  |
| <b>Grand Totals</b> |          | <b>3,604.84</b> | <b>1,914.61</b> | <b>31.05</b> | <b>1,945.66</b> |  |

\*\* End of Report - Generated by Kathy Doherty \*\*

*Feb - 2024*

*Hello, I would like to request a credit or refund for the charged interest. As the new owner I did not receive the current statement in a timely manner. Thank you, Robert C Webb*

TOWN STATUS REPORT

March 11, 2024

1. **Automatic Fingerprint Identification System – Police Chief Mike Viola**

The Police Department is seeking approval to receive an Automatic Fingerprint Identification System (AFIS) machine from NH State Police (NHSP). The machine is being purchased by the NHSP via a grant and is being provided to the Town at no cost and includes maintenance to use. The only identified cost to the Town would be the purchase of a fingerprinting card printer (approx. \$1,409.00) and optional annual maintenance cost (\$212.00). The machine will improve operation efficiencies within the Department and for individuals receiving services. Please see attached memorandum and additional AFIS machine information/specifications provided by Police Chief, Michael Viola. The Town Administrator supports this request.

2. **Foster Road – Class VI Section**

The previous discussions earlier this year involved the potential creation of a snowmobile trail connection through the Class VI portion of the Foster Road between Federal Hill Road and Wallingford Road. In speaking with the individual who submitted the initial request, Joe Vallier, he stated that the request to create said snowmobile trail is no longer being pursued and he is seeking approval to provide occasional maintenance (mowing) of the Class VI portion of Foster Road to create a safe/accessible pathway for general public access and use.

3. **Contradance events at the Town Hall**

The Milford Heritage Commission requested that their February 3, 2024 letter supporting the Milford Contra Dance be forwarded to Board for discussion. (Please see attached letter). The primary concern involves the increased fees associated with renting/using the Town Hall Auditorium and Banquet Hall for the Contra Dance events.

4. **House Bill 1479 – Relative to prohibiting the use of federal, state, or local funds for lobbying activities**

The purpose and intent of this item is to apprise the Board on House Bill 1479 relative to prohibiting the use of federal, state, or local funds for lobbying activities, better understand the potential impact on the Town (elected officials, staff, and related associations), and provide input/feedback to our representatives. Please see attached House Bill text and email correspondence from the NH Municipal Association.

5. **Board, Commission, Committee Volunteers**

The Town is actively seeking volunteers seeking to serve on the various boards, commissions, and committees. The following is a listing of current vacancies:

- Board of Adjustment
- Conservation Commission
- Economic Development Advisory Council
- Recycling Committee
- Planning Board
- 2 Alternate Positions
- 2 Alternate Positions
- TBD
- 1 Full Time Position
- 2 Alternate Positions

If you are interested in applying, please contact the Administration Office or visit the Town website at [www.milford.nh.gov](http://www.milford.nh.gov) and download /complete the volunteer application.



## Town of Milford

POLICE DEPARTMENT

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

**Michael J. Viola**

Chief of Police



To: Lincoln Daley, Town Administrator  
From: Chief Michael J. Viola, Captain Craig Frye  
Date: February 29, 2024  
Ref: AFIS (Automatic Fingerprint Identification System)

In 2023, the department received information that NHSP was inquiring if we would be interested in receiving one of the AFIS machines that the state was getting through a grant. Captain Frye followed up on the inquiry and started to talk with Captain Victor Muzzy from NHSP in reference to possibly receiving one of the AFIS machines at no cost to the town. Shortly after the talks had started, we were advised that the state had no more grant money for this project. Since then, we had not heard any additional information regarding this.

On February 21, 2024, Captain Frye received an email stating that there will be grant money available for the State Police to obtain more AFIS machines to which we would be the beneficiary of one of these machines. I am respectfully requesting your approval for our department to receive an AFIS machine from the New Hampshire State Police.

If approved, the AFIS machine would be set up in the department's booking room area. There should be no cost to the Town of Milford for the machine and the yearly maintenance. This machine would be owned and maintained by the State and used by the Milford Police Department. This will be set up just like the Intoxilyzer machine that the department has used for several years.

The only foreseeable cost to the town would be the purchase of the fingerprint card printer. This purchase is optional, but I believe it would be in the best interest of the Town to make this purchase. The cost of the fingerprint card printer would be approximately \$1409.00. The company also has an optional annual maintenance cost of \$212.00. This annual maintenance fee would start after the first-year warranty.

I have also attached a copy of the information describing the equipment and software that the department would be receiving. The information also includes the costs of these items, which would only pertain to the printer if the department chose to purchase it.

Please contact me or Captain Frye if you have any further questions or concerns.



11951 Freedom Drive, Suite 1800, Reston, VA 20190

July 27, 2023

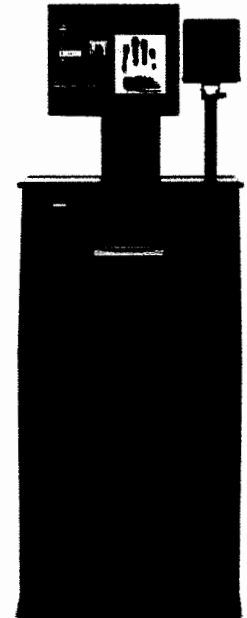
Captain Craig Frye  
Operations Captain  
Milford Police Department  
19 Garden St  
Milford NH 03055  
Tel: 603-249-0630 Ext 359  
Email: [cfrye@milford.nh.gov](mailto:cfrye@milford.nh.gov)

**Reference No. IDNH-L072723-07**

IDEMIA is pleased to provide Milford Police Department with the following price quote for IDEMIA's LiveScan System equipped with accepted standard New Hampshire State Police (NHSP)/ Tri-State (TS) AFIS profiles for submission directly to the Tri-State (Maine, New Hampshire, Vermont) AFIS System.

**IDEMIA's fully integrated LiveScan solution provides Milford Police Department the following features and benefits:**

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mug Photo Capture
- ◆ Full compliance with Tri-State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty





IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources **in the field** near the customer to provide on-site customer support.

*Our standard warranty is 1 Year on-site for both parts and labor. Should Milford Police Department report a problem, IDEMIA will dispatch the IDEMIA Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that Milford Police Department staff members are not burdened with the added task of "parts replacement".*

**Solution Description and Pricing**

IDEMIA proposes the equipment and services described in Table 1.

**Tenprint, Palm Capture – Cabinet**

Table 1. Pricing

| Description   |  | Unit Price      |
|---|--|-----------------|
| LS-F-53ED-22T<br>LS-CSTX<br>LS-COMX<br>LS-F-MUG<br>LS-UPS | <b>IDEMIA LiveScan System Cabinet, including the following:</b> <ul style="list-style-type: none"> <li>• IDEMIA LiveScan System Software</li> <li>• FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology</li> <li>• Computer, Wide screen Touch screen monitor, keyboard and mouse</li> <li>• Ruggedized Cabinet fixed-height with foot pedal for hands free advancement</li> <li>• Mugshot Capture Module (Camera, Software, Housing)</li> <li>• UPS</li> <li>• Criminal, Juvenile, Civil Applicant, and Applicant profiles using standard Tri-States workflows</li> </ul> | <b>\$21,237</b> |
| LS-PRNT-M   | <b>Printer Black &amp; White Tenprint Card, Duplexer-Tray</b>  | <b>\$1,409</b>  |
| LS-IAT-CUSTOM<br>LS-FREIGHT-CAB                           | <b>Installation / On-Site Training</b><br><b>Warranty:</b> 1 Year On-site <b>Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement<br>Freight  | <b>Included</b> |
| <b>Total</b>  |  | <b>\$22,646</b> |
| LS-F-53ED-MAINT-95  | <b>Optional Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site <b>Advantage</b> Solution, 9X5, Next day on-site response and parts replacement  | <b>\$3,863</b>  |

Current shipping is 60+ days after receipt by IDEMIA of Milford Police Department completed pre-install documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: [sec.alx.servicecontracts@idemia.com](mailto:sec.alx.servicecontracts@idemia.com).

**Prior to placing an order with IDEMIA, Milford Police Department is encouraged to contact the New Hampshire State Police for authorization for connectivity to the Tri-State AFIS.**

**Customer Responsibilities**

Milford Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or Milford Police Department network devices.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Obtaining all required authorizations for connecting to the Tri-State AFIS.
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Milford Police Department responsibility. IDEMIA does not offer or resell these items.

## Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ Should Milford Police Department desire or require the ability to interface the proposed IDEMIA LiveScan with an RMS / JMS, upon request IDEMIA will provide Milford Police Department an Interface Control Document (ICD) in which the Milford Police Department RMS/JMS vendor can use to ensure compliance for the interface. Set-up will occur at the same time as the installation of the IDEMIA LiveScan. Additional fees may occur if this set-up is requested at a later date.
- ◆ If it is determined that the RMS/JMS cannot meet the requirements of the ICD, IDEMIA will analyze and quote any specific development needs required to establish the interface between the proposed IDEMIA LiveScan and the Milford Police Department RMS/JMS.
- ◆ An inter-agency agreement between New Hampshire State Police, Tri-State AFIS and Milford Police Department will be in place.
- ◆ Milford Police Department will provide all necessary communication to connect to Tri- State AFIS. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and On-site Installation Services will be scheduled after network connectivity to Tri-State AFIS has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from Milford Police Department.

The below items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Milford Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

## Pricing is valid through: September 30, 2023

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

**IDEMIA**  
14 Crosby Dr., 2<sup>nd</sup> Floor  
Bedford, MA 01730  
Email: [jayne.goodall@us.idemia.com](mailto:jayne.goodall@us.idemia.com) | [anamtkorders@us.idemia.com](mailto:anamtkorders@us.idemia.com)

Please direct all questions and order correspondence to:

**Jayne Goodall**  
IDEMIA Inside Sales  
Email: [jayne.goodall@us.idemia.com](mailto:jayne.goodall@us.idemia.com) | Tel: (951) 833-2311

We look forward to working with you.

Sincerely,



Casey Mayfield  
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

## Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

| Support Features  | Warranty                    | Post Warranty                 |
|---|-----------------------------|-------------------------------|
| <b>Software Support 9X5*</b>                                    | <b>Included in Warranty</b> | <b>Available for purchase</b> |
| Unlimited Telephone Technical Support                           | √                           | √                             |
| 2 Hour Telephone Response Time                                  | √                           | √                             |
| Remote Dial-in Analysis   | √                           | √                             |
| Software Standard Releases                                      | √                           | √                             |
| Software Supplemental Releases                                  | √                           | √                             |
| Automatic Call Escalation                                       | √                           | √                             |
| Software Customer Alert Bulletins                               | √                           | √                             |
| <b>Hardware Support - On-site 9X5*</b>                          | <b>Included in Warranty</b> | <b>Available for purchase</b> |
| On-Site Response  | 24-hours                    | √                             |
| On-Site Corrective Maintenance                                  | √                           | √                             |
| On-Site Parts Replacement                                       | √                           | √                             |
| Preventive Maintenance  | √                           | √                             |
| Escalation Support  | √                           | √                             |
| Hardware Service Reporting                                      | √                           | √                             |
| Hardware Customer Alert Bulletins                               | √                           | √                             |
| <b>Parts Support</b>  | <b>Included in Warranty</b> | <b>Available for purchase</b> |
| Advanced Exchange Parts Replacement                             | √                           | √                             |
| Telephone Technical Support for Parts Replacement               | √                           | √                             |
| Parts Customer Alert Bulletins                                  | √                           | √                             |
| <b>Software Uplifts</b>   |                             |                               |
| Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week | Optional                    | Optional                      |
| <b>Hardware Uplifts</b>   |                             |                               |
| Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week | Optional                    | Optional                      |

\*Customer local time

By signing this signature block below, Milford Police Department agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

Signature Authorization for Order:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

Total Purchase Price (including any Options): \$ \_\_\_\_\_

**PLEASE ENTER TOTAL ORDER AMOUNT ON THE LINE ABOVE**

**PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).**

Please provide Billing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Billing Contact name \_\_\_\_\_  
Telephone number (     ) \_\_\_\_\_  
Email \_\_\_\_\_

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Technical Contact name \_\_\_\_\_  
Telephone number (     ) \_\_\_\_\_  
Email \_\_\_\_\_

**Idemia Identity & Security USA LLC Short Form Sales Agreement**

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, VA 20190 and \_\_\_\_\_, ("Customer"), having a place of business at \_\_\_\_\_,

enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated \_\_\_\_\_. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ \_\_\_\_\_, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE

PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Idemia Identity & Security USA LLC ("SELLER"):**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**NAME ("CUSTOMER")**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### SECTION 4. LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

### SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

### SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1 If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

#### SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

#### SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

#### SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as

applicable to the particular procuring agency and procurement transaction.

#### SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

#### SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

February 22, 2024

**Captain Craig Frye**

Operations Captain

Milford Police Department

19 Garden St

Milford NH 03055

Tel: 603-249-0630 Ext 359

Email: [cfrye@milford.nh.gov](mailto:cfrye@milford.nh.gov)

**Reference No. IDNH-L022224-04**

IDEMIA is pleased to provide Milford Police Department with the following price quote for a Card Printer for use with the IDEMIA LiveScan System.

Table 1.

|   | Description  | Qty | Unit Price | Total   |
|---|--|-----|------------|---------|
| LS-PRNT-M<br>LS-IAT-CUSTOM<br>LS-FREIGHT-MISC | Printer Black & White Tenprint Card, Duplexer-Tray, Installation, 1 Year Warranty                                  | 1   | \$1,409    | \$1,409 |
|   | Optional Annual Maintenance: (to start after 1 <sup>st</sup> Year Warranty) 1 Year On-site Advantage Solution, 9X5 | 1   | \$212      | \$212   |

Standard shipping is 30 days after receipt of order, or as otherwise scheduled. Annual Maintenance prices shown above are for Year 2 only.

**Note: Printer supplies such as ink and toner cartridges are Milford Police Department responsibility. IDEMIA does not offer or resell these consumable items.**

**Customer Responsibilities**

Milford Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.

**Prices exclude any and all state, or local taxes, or other fees or levies.** Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties. Firm delivery schedules will be provided upon receipt of a purchase order.



IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

**Pricing valid through: April 30, 2024**

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

**IDEMIA**  
14 Crosby Dr., 2<sup>nd</sup> Floor  
Bedford, MA 01730  
Email: [terry.spalding@us.idemia.com](mailto:terry.spalding@us.idemia.com) | [anamtkorders@us.idemia.com](mailto:anamtkorders@us.idemia.com)

Please direct all questions and order correspondence to:

**Terry Spalding**  
IDEMIA Inside Sales  
Email: [terry.spalding@us.idemia.com](mailto:terry.spalding@us.idemia.com) | Mob: 714-322-4425

We look forward to working with you.

Sincerely,



Casey Mayfield  
Sr. Vice President Justice and Public Safety  
IDEMIA Identity & Security USA LLC

By signing this signature block below, Milford Police Department agrees to the terms and pricing stated in this price quote for the equipment as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide this equipment.

Signature Authorization for Order:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Total Purchase Price (including any Options): \$ \_\_\_\_\_

**PLEASE ENTER TOTAL ORDER AMOUNT ON THE LINE ABOVE**

**PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).**

Please provide Billing Address:

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

Billing Contact name \_\_\_\_\_

Telephone number (     ) \_\_\_\_\_

Email \_\_\_\_\_

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

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

Technical Contact name \_\_\_\_\_

Telephone number (     ) \_\_\_\_\_

Email \_\_\_\_\_

**Idemia Identity & Security USA LLC Short Form Sales Agreement**

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 and \_\_\_\_\_ ("Customer"), having a place of business at \_\_\_\_\_,

enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated \_\_\_\_\_. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price Payment and Sales Terms. The Contract Price is U.S. \$ \_\_\_\_\_, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual**

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Idemia Identity & Security USA LLC ("SELLER"):**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**NAME ("CUSTOMER")**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

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1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

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#### **SECTION 7. TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

#### **SECTION 8. TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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applicable to the particular procuring agency and procurement transaction.

#### **SECTION 10. CONFIDENTIALITY**

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#### **SECTION 11. GENERAL**

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

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11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

# TOWN OF MILFORD

## TOWN ADMINISTRATION



Date: March 8, 2024  
To: Board of Selectmen  
From: Lincoln Daley, Town Administrator  
RE: Foster Road – Class VI section of roadway

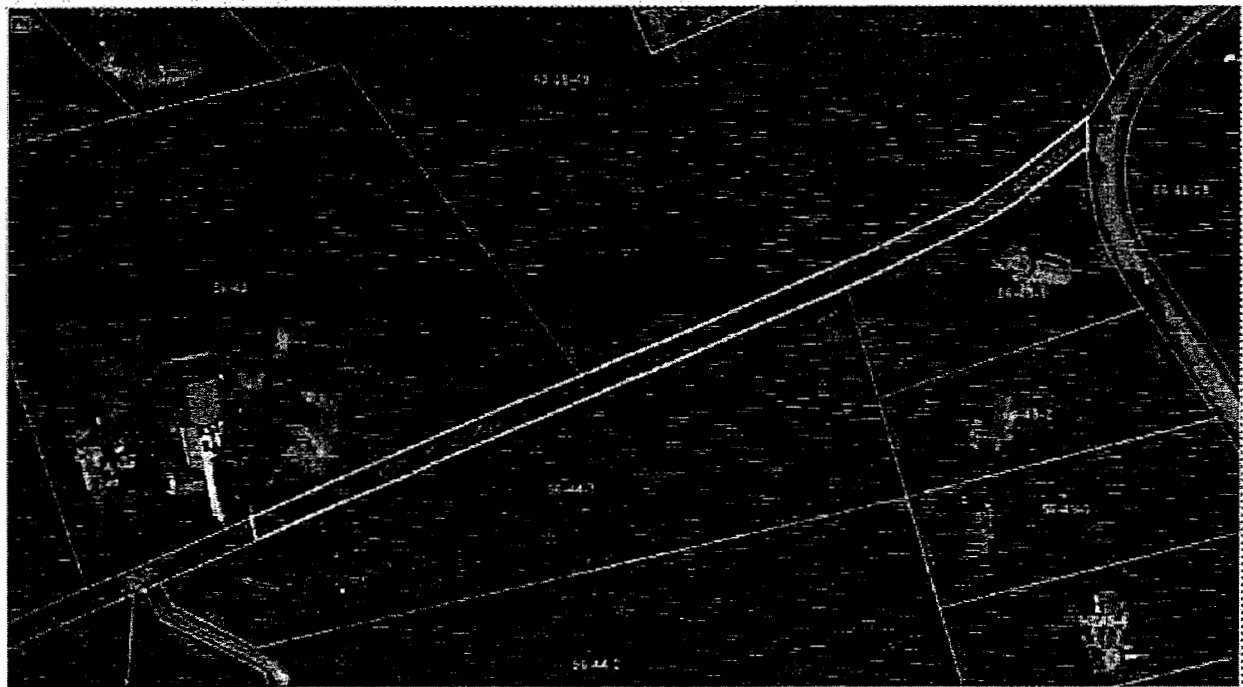
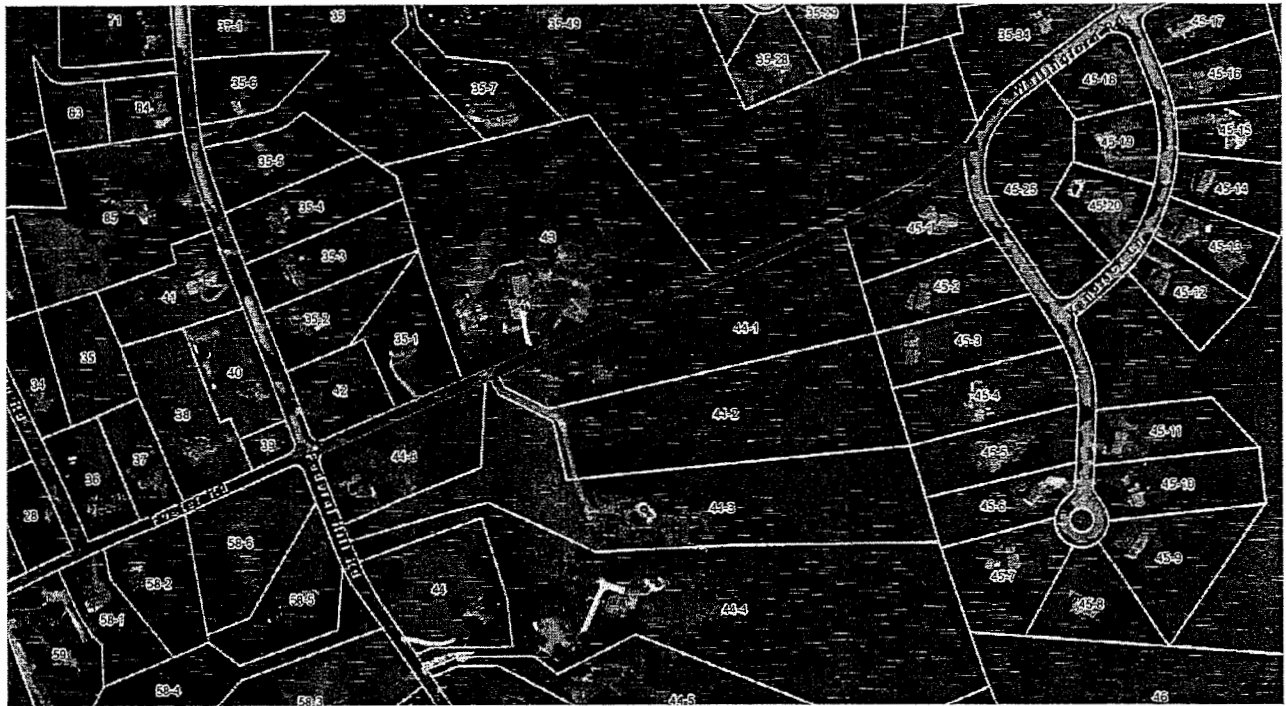
Joe Vallier is before the Board to seeking permission to maintain the Class VI section of Foster Road between Federal Hill and Wallingford Road. See aerials depicting the Class VI section of Foster Road. In speaking with Mr. Vallier, he stated that the request to create said snowmobile trail is no longer being pursued and he is seeking approval to provide occasional maintenance (mowing) of the Class VI portion of Foster Road to create a safe/accessible pathway for the general public access and use.

Past unauthorized improvements have been made to the Class VI portion of Foster Road earlier this year and prior years. This includes the removal of a fallen tree across the right of way and smaller trees/debris within the general bounds of the Foster Road Right of Way. As part of this discussion, staff has engaged Town Counsel with regards to ownership of the Foster Road Right of Way and the rights of the Town to use the Class VI section. I anticipate receipt of the Counsel's prior to the meeting.

### **Board Action:**

Any improvements to the Class VI section of roadway requires approval by the Board of Selectmen as the governing authority. The Board will need to take action on the request.

Aerial Photograph – Foster Road



**Susan Mallett**

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**To:** Lincoln Daley  
**Subject:** FW: Letter to BoS from the Heritage Commission  
**Attachments:** Letter 55 Contra Dance r2.pdf; Contradance Article.pdf; Copy of Contra Dance Pricing.xlsx; NEW Town Hall Use Guidelines Space Reservation Form approved 05-29-2018.pdf

**From:** Tina Philbrick <tphilbrick@milford.nh.gov>  
**Sent:** Monday, February 26, 2024 8:51 AM  
**To:** BOS Members <BOSMembers@milford.nh.gov>  
**Cc:** Arene Berry <aberry@milford.nh.gov>; Glenn MacFarlane <gmacfarlane@milford.nh.gov>  
**Subject:** FW: Letter to BoS from the Heritage Commission

Good morning,

Dave Palance asked me to forward a contra dance letter and article to the BOS. This only came in this morning and I would be happy to put it on the agenda for March 11<sup>th</sup> which will give you all plenty of time to review all information associated to this. The pricing for the contra dance was provided to me by our Buildings manager Glenn. This pricing only includes the Auditorium although Contra uses both the Auditorium and Banquet Hall. I've also provided our town hall guidelines space reservation form for your review.

**Overview:**

Glenn approached me because our evening custodian Ron was incurring overtime when the contra dance held their activity. This has been going on for several year and we are trying to be mindful of the town's spending. Ron's hours are 2:00 pm until 10:30 pm. By the time the dance finished, people pack up and Ron cleans up, it's past his scheduled hours. In addition to that, Contra dance is on a Friday, and Ron has to setup for the Farmers Market the next morning.

Glenn and I approached Lincoln to discuss this, and how we could avoid overtime or additional cost to the town. Please note: although Dave wants to support Contra, we don't "sponsor" groups to use the town hall for free or a discounted price, that stopped many years ago. Contra uses both the Auditorium and Banquet Hall which together usually costs \$300 to rent for each function. According to our rental agreement, a Friday night custodian is \$30 per hour. Contra dance throws Recreation about \$50 to \$100 a month to use both halls. This money gets deposited into the Recreation Revolving Fund.

After much discussion, we decided to charge Contra \$150 a month for use of both halls, again, that is ½ of what everyone else is charged and they are still not paying custodial fees. We also asked them to be out of the room by 9:30. We suggested that they start earlier, which would not cost anything extra. We also suggested that they try looking for another venue which they didn't want to do. Recreation suggested that the \$150 go into the general fund which Lincoln agreed to. Contra dance is not part of Receptions normal activities for the town so putting the money in the general fund makes sense.

Contra dance also charges admission fees. They were upset about us "tripling their cost" but again, it's still half of what they should be paying and doesn't include custodial costs. After more discussion, contra agreed to pay \$150 for the hall and vacate the rooms by 9:30. Contra started their new schedule in January but didn't have to pay for the room because they were given a donation of \$150 to cover the hall from a past member.

While I understand that Contra dancing has been around since the 1800's, I don't understand why Heritage wants to get involved and sponsor something that really has nothing to do with them. Contra charges adults \$10 and children and



seniors \$7. Their dances are always full so I imaging they make several hundred dollars per dance and I don't feel they should be charged any less than what they are paying now.

t



**Milford Heritage Commission**  
**Town Hall**  
**1 Union Square**  
**Milford NH 03055**

Board of Selectmen  
Town of Milford  
1 Union Square  
Milford NH 03055

3 February 2024

Subject: Milford Contra Dance

The Heritage Commission would like to formally endorse Contradance at the Town Hall as an important cultural and historical gift to Milford. Contradance is a time old tradition in Town Halls throughout New Hampshire. Our town history reports that the “Contra dance lives on in memory,” which one could say again today as this quote was first made in 1853. The Farmers Cabinet of 1856 told of a story where congregants were inspired to dance in church but were admonished and sent to Town Hall where it would be more appropriate. The Milford Annual Report of the recreation department listed the Contradance as one of their accomplishments of the year 2015. The reality is that the Town Hall has been holding regular monthly events since before the renovation that put the Pumpkin Festival to work as fundraising over 30 years ago.

These community dances require no lessons or previous experience and are suitable for all ages from children through seniors. Couples of all ages often attend together, as well as families, groups of teens, and individuals; one does not need to come with a partner, as dancers change partners with every dance. These events bring young and old together, they bring young boys and girls together in ways that cannot be replicated by any other event. In the article referenced here, it is not unusual for a child of 8 to ask an elderly man for a dance and awaken cultural and exchange students to the ways of Milford life.

The Milford Contra Dance has maintained a live “Open Band” for over 30 years. Instruments include the 1890 piano, gifted to the Town of Milford by contra dance organizer and longtime caller, Frank Woodward, and tuned by the volunteers. The event is open to “Sit In” musicians who are learning the old jigs, reels, marches and waltzes, some music is over 200 years old. In this way, the Milford Contra Dance is keeping not only traditional contra dance alive, but the music as well.

The Heritage Commission supports the Milford Contra Dance. This cultural and recreational event held in our Town Hall on the 4th Friday of the month. The Milford Select Board needs to be aware of this important part of our heritage and work towards preservation of this event.

Meets 2<sup>nd</sup> Wednesday of each month 7:00PM  
Milford Town Hall  
Banquet Room



**Milford Heritage Commission**  
**Town Hall**  
**1 Union Square**  
**Milford NH 03055**

Attached:

Dale Cole article of 26Jan2019 "The Answer to World Peace: New England Contradancing"

Respectfully,



David Palance  
Chairman  
Milford Heritage Commission

Meets 2<sup>nd</sup> Wednesday of each month 7:00PM  
Milford Town Hall  
Banquet Room

Dale Coye [January 26, 2019](#)

## The Answer to World Peace: New England Contradancing

So many of us are wondering, is there any hope for the world at a time of deep divisions at home and abroad, between the states and between the sexes? Well, a resounding “yes!” would ring from anyone’s lips who happened to be at the Milford New Hampshire Town Hall for the monthly contradance on Friday. Not only was it an unqualified success (as usual) for the local population, it was also a big victory for international relations. Let me explain.

First, for those of you who have never heard of a contradance, it’s an American folk dance, particularly beloved in New England. It’s like the better-known square dance, with a live band of fiddles, banjos, guitars, and a caller who shouts out the various moves as the music plays. The dancers are typically in long lines, but sometimes they are in squares of four couples, and there is always a waltz for couples who aren’t afraid to hold each other closer.

The Milford contradance is sponsored by the Recreation Department and is probably the most family-friendly example of this genre of any held in the region. Amateur musicians are encouraged to bring their instruments and join in with the band. On Friday there were about 20 players, some as young as ten, sawing away on their fiddles or strumming their guitars. People of all ages were dancing: couples, families with little kids, even white-haired ancestors who can still trip the light fantastic with the best of them. The caller takes time to walk everyone through the figures before the music starts, so even beginners can feel comfortable. You don’t have to come with a partner—some people just pair up once each dance starts, and it’s common for girls to dance with girls, or boys with boys. And let’s not forget the snacks, mostly homemade, free for the asking. It’s a place any New Hampshirite could go to hang out, talk, and have fun on a Friday night without a screen or device to distract them.

But the best part of the evening came when 12 Chinese 7<sup>th</sup> and 8<sup>th</sup> graders with their chaperones came to see what this thing called a contradance was all about. They are visiting students from a private school in a neighboring town, here for three months studying English and learning about the United States. Now most students this age in a strange place with strange customs would be pretty shy about joining in—not these kids. Right off the bat they rushed to be a part of it, following the instructions as best they could, copying the moves of the Americans carefully. The people of Milford rose to the occasion and came to them individually throughout the evening to partner with them or demonstrate a step. The whole night these Chinese kids were dancing like there was no tomorrow, laughing, grinning from ear to ear and they didn’t stop smiling until the chaperones announced they had to leave at which point they begged to be able to stay till the end.

Dancing and music have a tremendous ability to bring people together. None of these Chinese students will ever forget this night. Seeing these young people having so much fun was a moment when you could feel proud to be an American—our country at its friendliest, at its most welcoming, at its best.

I couldn’t help contrasting this joyous expression of community, this pure fun and welcoming atmosphere with the hate-filled, paranoid anger leveled at some European students who attended a political rally in this same town three years ago. For those who are sorry to see America go down that Paranoia Highway, let’s hold onto this image of some visitors from abroad who saw the best of America Friday night in Milford. It’s a way to save the world, one step at a time.

**Town of Milford**  
**TERMS AND CONDITIONS FOR USE OF**  
**TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN**

**PURPOSE:**

It is the desire of the Milford Board of Selectmen that the Auditorium, Banquet Hall, and Kitchen be places that will be used by Milford-based educational, cultural, civic, philanthropic, and social organizations, both for-profit and non-profit. It is the intent that these facilities are not to be used for individual purposes and functions. Both the Auditorium and Banquet Hall meet fire and safety codes and are handicapped accessible.

**TERMS AND CONDITIONS:**

1. Applications are to be made at the Selectmen's Office at least three (3) weeks in advance and cannot be made for more than four (4) consecutive meetings within a four (4) month period, or five (5) days in a one (1) week period. If this application is renewed immediately upon the expiration of the initial time period, the schedule shall be considered in total when enforcing the intent of this paragraph (for example an applicant cannot continually renew an application for four consecutive meetings with the intent of circumventing this policy). The Lessee agrees to conform to all Town of Milford rules, regulations, codes, and statutes. Paperwork must be submitted within three days of reserving the hall in order to hold the space.
2. The 'name of applicant' as requested on the application indicates the person completing the documentation for the event. This person **will be held responsible for payment of additional charges, custodial or otherwise, should the organization or contact person listed on the application not pay said charges.** The 'contact name' as requested on the application (if different than the 'name of applicant') indicates the person that will be coordinating the event and will be available at the telephone numbers listed to answer any questions that may arise regarding the event.
3. **Groups of 200 or more are required to have a Milford police officer present** unless this requirement is specifically waived by town Administration and/or the Police Department. Police coverage, when required, is to be requested / coordinated by the applicant directly with the Milford Police Department (249-0630).
4. The Lessee shall indemnify and hold the Town of Milford harmless for damage to persons and property resulting from the use of the Town Hall facilities by the Lessee and shall, when requested, at its own expense, provide the **Town with a Certificate of Liability Insurance against accident with limits of no less than \$1,000,000 combined single-limit coverage. This Certificate must be delivered to the Selectmen's Office prior to the use of the Town Hall unless said requirement is specifically waived.**
5. The Lessee agrees to obtain all necessary copyright licenses and to defend the Town against all claims arising because of its failure to do so. The Lessee further agrees to hold the Town harmless from all loss, liability, damage, and expenses, including reasonable attorney fees, for which the Town may become liable because of the failure of the Lessee to acquire said copyright license.
6. In the event of a concern that weather or other related cancellation of an event might need to take place it is the responsibility of the designated contact person for the organization reserving the facility to notify the Board of Selectmen's Office during normal office hours (M - F 8:00 am to 4:30 pm) to discuss the options of the situation prior to the event being cancelled. **Failure to notify the Board of Selectmen Office in the timely manner may result in billing for custodial time.**

**Town of Milford**  
**TERMS AND CONDITIONS FOR USE OF**  
**TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN**

7. Milford non-profits charging a fee to attend their function will be charged a fee for hall rental. Milford non-profit groups requesting room fee waiver must provide documentation of their non-profit status as part of the application process (official federal or state documentation). **Custodial fees are required for all profit and non-profit functions. Although we welcome groups from other communities to use our hall, all non Milford organizations (for profit and non-profit) will be required to pay full hall rental and custodial fees. There will be no exceptions.**
8. Rental of the Town Auditorium and Banquet hall will be limited to a one day event only unless it's a Milford Department Town Event.
9. The Town Auditorium will not be used for personal events ie: weddings, bridal showers, baby showers, birthday parties, etc.
10. Unless sponsored by a Milford-based political organization, groups endorsing political candidates are not allowed use of the facilities; however, meetings, presentations or caucuses by municipal party organizations are permitted. This permission does not, however, constitute an endorsement of the group's objectives or philosophy by the Town of Milford or its Board of Selectmen. Further, the exhibition or display of advertising materials endorsing political candidates is not allowed in Town Facilities.
11. No food or beverages are to be consumed in the Auditorium without specific permission. Food in the Auditorium will require a separate fee (see fee schedule).
12. Rental of the Town's Steinway Piano is only made to professionally and scholastically qualified applicants (see fee schedule). There is no charge for use of the Town's upright piano.
13. **Payment of room fees, piano rental fees, and food in auditorium fees, are due at the time of application submission, unless other arrangements have been made with the Board of Selectmen's Office.**
14. A custodian is required for all profit and non-profit functions except Town government-related events. The custodian shall be in attendance at least ½ hour prior to the rental period, during the full rental period, and at least ½ hour after the rental period. Dependent on the nature of the event, additional custodian(s) may be required.
15. Custodial fee's apply and will be billed to the organization listed on page 6 of the Application. Please see page 5 for fees.
16. The Town Hall shall be left in the same condition it was in prior to rental. The Lessee shall be responsible for any and all damages incurred in conjunction with the use of the facility and agrees to compensate the Town for such damage upon presentation of an invoice. The Town reserves the right, depending upon the nature of the event, to charge a security deposit.
17. Smoking and alcoholic beverages are STRICTLY PROHIBITED in the building and it shall be incumbent upon the Lessee to enforce these provisions.

**Town of Milford**  
**TERMS AND CONDITIONS FOR USE OF**  
**TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN**

18. No nails, tacks, staples, transparent tape, or any other type of tape shall be affixed to any wall, ceiling, floor, or woodwork. Hay, glitter, confetti, rice, or materials of a similar nature are not allowed in the Town Hall facilities. Use of such materials will necessitate additional custodial fees being charged. For safety reasons open flame sources (candle, oil lamps, etc.) are not permitted in the Town Hall facilities. All decorating plans must be submitted as soon as possible for review and approval but not later than one week in advance of the scheduled event. Decorations are to be removed the same day of the event in order to facilitate next-day facility use. For special functions - and upon the request of the renter - the day before the function(s) may generally be reserved for decorating. Only in very rare cases will earlier decorating be authorized, as this would reduce the availability of the space to other renters.
19. **The Lessee shall, at the end of the event, be responsible for the collection of all rubbish generated by the function,** and all Town Hall space used by the Lessee is to be left in a clean, neat, and orderly condition. Failure to do so may result in additional charges being assessed.
20. The Kitchen is to be used for light cooking (i.e., warming food, salad preparation) and food clean up only. Any more extensive use is prohibited and any additional custodial efforts required for additional Kitchen clean up will be billed to the organization.
21. The **BALCONY** in the Auditorium is **NOT AVAILABLE** for rental or for general public use.
22. All equipment, props, etc. owned by the Lessee must be removed from the premises the evening of the last performance or event unless other arrangements have been made in advance with the Selectmen's Office. The Town assumes no responsibility for the safe keeping of any private property brought onto the premises.
23. Organizations using musical instruments, amplifiers, speakers, or other gear on the stage must provide rugs or mats to preclude scratching or damaging the stage or Auditorium floor.
24. Rental of the Town Hall facilities does not include tablecloths, dinnerware, cookware, utensils, etc. Tables and chairs may be available depending on the nature and size of the function. The Lessee shall be responsible for providing all required equipment for any function. Please inquire at the time of application as to the availability and number of tables and chairs within Town Hall.
25. During the winter season, access via the main front door may not always be available due to wind safety hazards due to the size of the doors and also please be certain to carefully clean shoes upon entering Town Hall in order to preclude salt and sand damage to the entryway, Banquet Hall and Auditorium floors.

**Town of Milford**  
**TERMS AND CONDITIONS FOR USE OF**  
**TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN**

**BUILDING CAPACITY (FIRE CODE BASED):**

|                                       | <u>Auditorium</u> | <u>Banquet Hall</u> |
|---------------------------------------|-------------------|---------------------|
| Chairs Only                           | - 300 Individuals | - 125 Individuals   |
| Tables & Chairs (No Dance Floor)      | - 250 Individuals | - 100 Individuals   |
| Tables & Chairs (20 X 30 Dance Floor) | - 200 Individuals |                     |

- Total capacity of the third floor (Auditorium & Banquet Hall) is 425 individuals.
- Final capacity determination is the sole jurisdiction of the Milford Fire Chief.
- The approximate dimensions of the Auditorium are 54' x 55' = 2,970 ft.<sup>2</sup>, Banquet Hall are 40' x 43' = 1,720 ft.<sup>2</sup>, and Stage are 20' x 25' = 500 ft.<sup>2</sup>.

**FEE SCHEDULE:-**

**Auditorium: separate**

|  |  |
|--|--|
| Rental Fee for Non-Profit Organizations (e.g. 501-C-3) | No Rental Fee* (see terms & conditions #7) |
| Rental Fee for All Others                              | \$250.00 per event*                        |

\*Note: There will be an additional \$75.00 fee if food is to be served in the Auditorium.

**Banquet Hall: separate**

|  |   |
|--|---|
| Rental Fee for Non-Profit Organizations (e.g. 501-C-3) | No Rental Fee (see terms & conditions #7) |
| Rental Fee for All Others                              | \$100.00 per event                        |

**Kitchen:**

|  |                   |
|--|-------------------|
| Rental Fee for Non-Profit Organizations (e.g. 501-C-3) | \$25.00 per event |
| Rental Fee for All Others                              | \$25.00 per event |

**Auditorium & Banquet Hall: together**

|  |  |
|--|--|
| Rental Fee for Non-Profit Organizations (e.g. 501-C-3) | No Rental Fee* (see terms & conditions #7) |
| Rental Fee for All Others                              | \$300.00 per event*                        |

\*Note: There will be an additional \$75.00 fee if food is to be served in the Auditorium.

**Town of Milford**



## TERMS AND CONDITIONS FOR USE OF TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN

### Custodial Fees:

A custodian is required for all profit and non-profit functions except Town government-related events. The custodian shall be in attendance at least ½ hour prior to the rental period, during the full rental period, and at least ½ hour after the rental period. Dependent on the nature of the event, additional custodian(s) may be required.

### Custodial fees are required for all profit or non-profit functions.

Custodial fees are \$30 per hour, (for all hours worked) for functions held Monday through Friday.

Custodial fees are \$50 per hour, (for all hours worked) for functions held Saturday and Sunday.

### Other Fees:

Additional fees may be assessed, at the discretion of the Board of Selectmen, depending on nature of the event.

There will be an additional \$75.00 fee if food is to be served in the Auditorium.

There will be an additional \$50.00 fee for use of the Town's Steinway. There is no charge for use of the Town's upright piano.

Payment for rental charges, piano rental fees, food in auditorium fees, and key deposits are due at the time of application submission, unless other arrangements have been made in advance with the Board of Selectmen's Office.

Fees for the use of the facilities on a long-term basis may be reviewed and a rate determined by the Selectmen's Office.

Note: The Board of Selectmen may, at its sole discretion, amend the application process and requirements based on the needs of the applicant and event.

**As a general rule, back-to-back weekend functions will not be scheduled except in special circumstances to be approved in advance.**

# Town of Milford

## TERMS AND CONDITIONS FOR USE OF TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN

Application accepted at the Administration Office, Town Hall, One Union Square, Milford, NH 03055-4240, 249-0603

Name of the event: \_\_\_\_\_ Purpose of the event: \_\_\_\_\_

Date of Function: \_\_\_\_\_ Hours of function: \_\_\_\_\_

Room(s) Requested: Auditorium \_\_\_\_\_ Banquet Hall \_\_\_\_\_ Kitchen \_\_\_\_\_ Stage \_\_\_\_\_

Will we need to unlock the doors for the event? Y \_\_\_\_\_ N \_\_\_\_\_ If Yes, indicate time: \_\_\_\_\_

Which doors (Nashua Street, Middle Street, or Oval)? \_\_\_\_\_

Name of Applicant/Contact Person: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ e-mail \_\_\_\_\_

Registered Non-Profit Organization (e.g. 501-C-3): Y \_\_\_\_\_ N \_\_\_\_\_ Copy Provided? \_\_\_\_\_

Have you completed the function lay-out/map drawing on the reverse page? Y \_\_\_\_\_ N \_\_\_\_\_ NA \_\_\_\_\_

Will you arrive early to set-up? Y \_\_\_\_\_ N \_\_\_\_\_ If Yes, indicate time: \_\_\_\_\_ on Date(s): \_\_\_\_\_

Will we need to unlock the doors for the set-up? Y \_\_\_\_\_ N \_\_\_\_\_ If Yes, indicate time: \_\_\_\_\_

Will admission be charged? Y \_\_\_\_\_ N \_\_\_\_\_ # of People Expected: \_\_\_\_\_ Police Coverage Coordinated: \_\_\_\_\_

If a Town Function, will there be a Town Employee present until the conclusion of the event? Y \_\_\_\_\_ N \_\_\_\_\_ NA \_\_\_\_\_

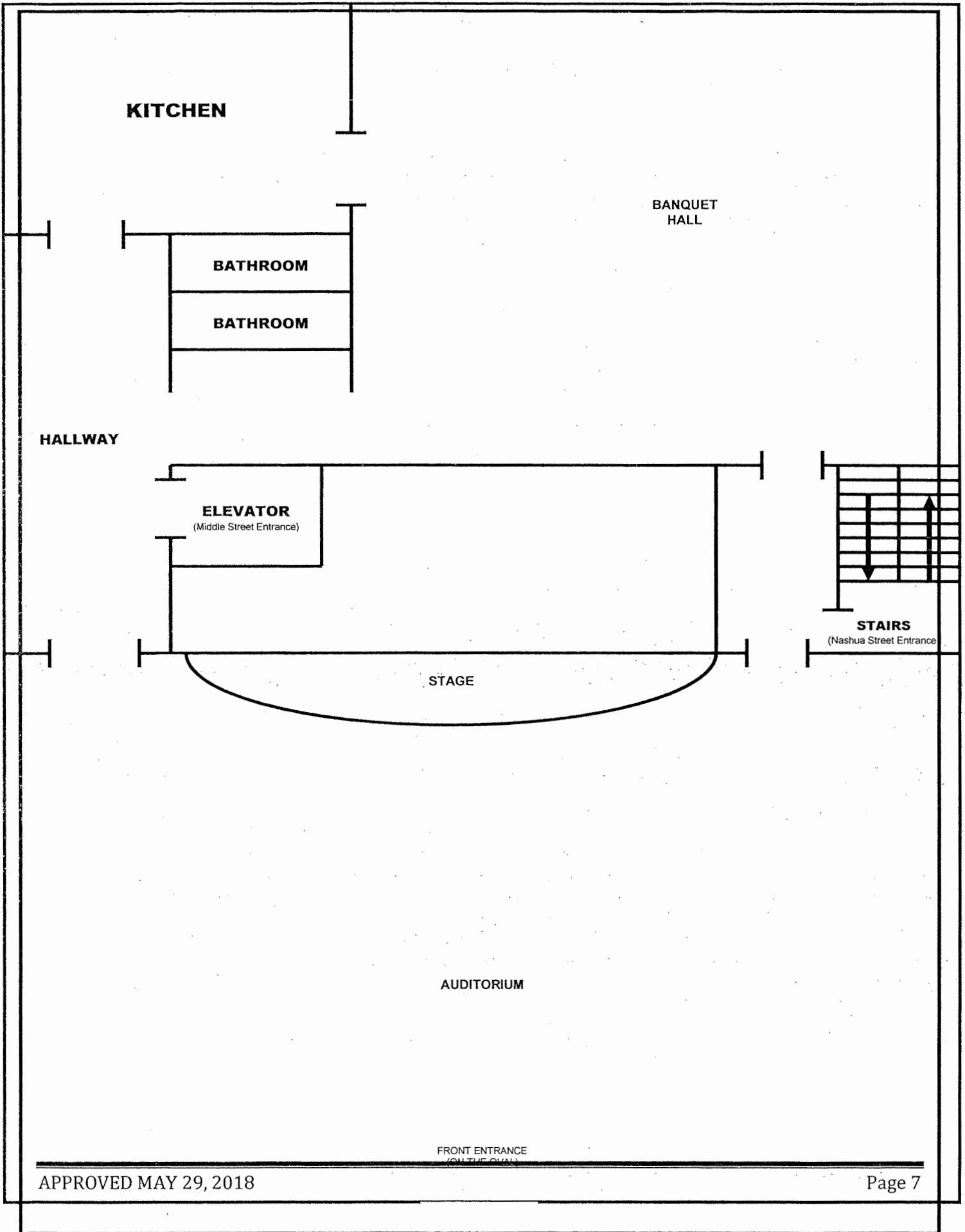
Will you be serving food in the Auditorium (if applicable): Y \_\_\_\_\_ N \_\_\_\_\_ If Yes, an additional \$75.00 fee will be charged

**Kitchen** This is **NOT** to be used for preparing food. It is merely a cleanup kitchen. Only light refreshments may be prepared. Food may be brought in and it may be used to keep it warm. There is a stove, refrigerator, 2 microwaves, an oven, sink, & dishwasher. The elevator is handicapped accessible.

**Auditorium** Capacity – 300 people with a bare stage. There are 300 chairs available at present. The elevator is handicapped accessible. There is a Steinway Piano available for a **SEPARATE CHARGE** (see fee schedule). The Balcony **CANNOT** be used. Food/Beverages are not allowed unless otherwise authorized and for a **SEPARATE CHARGE** (see fee schedule).

**Banquet Hall** Capacity – 150 (with chairs only) There are 9 double length tables & 100 chairs available at present.

- Conditions**
- ✓ Responsible adults must be present at all times.
  - ✓ Applications must be received **at least three (3)** weeks in advance.
  - ✓ You must show proper respect for facility.
  - ✓ **No alcohol or smoking permitted on premises.**
  - ✓ Leave facility clean & dispose of trash in proper container.
  - ✓ A custodian is **REQUIRED** for all events.
  - ✓ A Police Officer is **REQUIRED** if more than 200 are people expected to attend an event.
  - ✓ Payment of fee(s) is/are due at time of application.
  - ✓ Rental Group is responsible for all damages.
  - ✓ **Total Capacity of Third Floor = 300**



**Town of Milford**  
**TERMS AND CONDITIONS FOR USE OF**  
**TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN**

If there are any changes to the above please contact the Town's Executive Assistant at least one week prior to the event. The number is 603-249-0603.

The granting of this application by the Town of Milford for the use of the requested space for the purpose / organization stated above indicates neither endorsement nor support by the municipality and its Board of Selectmen of the views or activities of the applicant or applicants.

The undersigned has read the Town of Milford Terms and Conditions for Use of Town Hall Auditorium, Banquet Hall & Kitchen and agrees to the terms and conditions outlined therein.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**ADMINISTRATION DEPARTMENT USE ONLY BELOW THIS LINE**

Custodial fees are billed following the event)

( \_\_\_\_\_ Hours at \$30 (weekday) = \$ \_\_\_\_\_ Date \_\_\_\_\_

Custodial fees are billed following the event)

( \_\_\_\_\_ Hours at \$50 (weekend) = \$ \_\_\_\_\_ Date \_\_\_\_\_

**ADDITIONAL** Fees:

Space Rental Fee: \$ \_\_\_\_\_ Food in Aud. (\$75) \_\_\_\_\_ Steinway Rental (\$50) \_\_\_\_\_

Other Fees: \$ \_\_\_\_\_ Explanation: \_\_\_\_\_

Certificate of Insurance Required? \_\_\_\_\_ Certificate of Insurance Received? \_\_\_\_\_

Custodian Confirmed: \_\_\_\_\_

Application Approved: \_\_\_\_\_

Signature

Date

Please keep all paperwork together.

# Town of Milford TERMS AND CONDITIONS FOR USE OF TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN

Application accepted at the Administration Office, Town Hall, One Union Square, Milford, NH 03055-4240, 249-0603

Name of the event: Milford Contra Dance Purpose of the event: Community/Family Dance  
Date of Function: 4th Fridays Hours of function: 7:00 - 9:15 pm  
Room(s) Requested: Auditorium  Banquet Hall  Kitchen  Stage   
Will we need to unlock the doors for the event? Y  N  If Yes, indicate time: 6:00 pm  
Which doors (Nashua Street, Middle Street, or Oval)? Nashua St & Middle St.

Name of Applicant/Contact Person: Sandy Lafleur  
Organization: Milford Contra Dance Committee  
Address: PO Box 877 Wilton, NH 03086  
Phone number: 603-654-1245 e-mail strumma@aol.com  
Registered Non-Profit Organization (e.g. 501-C-3): Y  N  Copy Provided?

Have you completed the function lay-out/map drawing on the reverse page? Y  N  NA   
Will you arrive early to set-up? Y  N  If Yes, indicate time: 6:00 pm on Date(s): 4th Fridays  
Will we need to unlock the doors for the set-up? Y  N  If Yes, indicate time: 6:00 pm

Will admission be charged? Y  N  # of People Expected: 70 Police Coverage Coordinated: no - na  
If a Town Function, will there be a Town Employee present until the conclusion of the event? Y  N  NA

Will you be serving food in the Auditorium (if applicable): Y  N  If Yes, an additional \$75.00 fee will be charged

**Kitchen** This is **NOT** to be used for preparing food. It is merely a cleanup kitchen. Only light refreshments may be prepared. Food may be brought in and it may be used to keep it warm. There is a stove, refrigerator, 2 microwaves, an oven, sink, & dishwasher. The elevator is handicapped accessible.

**Auditorium** Capacity - 300 people with a bare stage. There are 300 chairs available at present. The elevator is handicapped accessible. There is a Steinway Piano available for a **SEPARATE CHARGE** (see fee schedule). The Balcony **CANNOT** be used. Food/Beverages are not allowed unless otherwise authorized and for a **SEPARATE CHARGE** (see fee schedule).

**Banquet Hall** Capacity - 150 (with chairs only) There are 9 double length tables & 100 chairs available at present.

- Conditions**
- ✓ Responsible adults must be present at all times.
  - ✓ Applications must be received **at least three** (3) weeks in advance.
  - ✓ You must show proper respect for facility.
  - ✓ **No alcohol or smoking permitted on premises.**
  - ✓ Leave facility clean & dispose of trash in proper container.
  - ✓ A custodian is **REQUIRED** for all events.
  - ✓ A Police Officer is **REQUIRED** if more than 200 are people expected to attend an event.
  - ✓ Payment of fee(s) is/are due at time of application.
  - ✓ Rental Group is responsible for all damages.
  - ✓ **Total Capacity of Third Floor = 300**

RECEIVED DEC 15 2023

APPROVED MAY 29, 2018

\* 2024 Dates on Reverse Side. Thank you. Sandy

**Town of Milford**  
**TERMS AND CONDITIONS FOR USE OF**  
**TOWN HALL AUDITORIUM, BANQUET HALL & KITCHEN**

If there are any changes to the above please contact the Town's Executive Assistant at least one week prior to the event. The number is 603-249-0603.

The granting of this application by the Town of Milford for the use of the requested space for the purpose / organization stated above indicates neither endorsement nor support by the municipality and its Board of Selectmen of the views or activities of the applicant or applicants.

The undersigned has read the Town of Milford Terms and Conditions for Use of Town Hall Auditorium, Banquet Hall & Kitchen and agrees to the terms and conditions outlined therein.

Michele J. Johnson  
Signature of Applicant

Dec 12, 2023  
Date

-----ADMINISTRATION DEPARTMENT USE ONLY BELOW THIS LINE-----

~~Custodial fees are billed following the event)~~

~~( \_\_\_\_\_ Hours at \$30 (weekday) = \$ \_\_\_\_\_ Date \_\_\_\_\_~~

~~Custodial fees are billed following the event)~~

~~( \_\_\_\_\_ Hours at \$50 (weekend) = \$ \_\_\_\_\_ Date \_\_\_\_\_~~

**ADDITIONAL** Fees:

Space Rental Fee: \$ 150.00 <sup>fee event Amp</sup> Food in Aud. (\$75) \_\_\_\_\_ Steinway Rental (\$50) \_\_\_\_\_

Other Fees: \$ \_\_\_\_\_ Explanation: \_\_\_\_\_

Certificate of Insurance Required?  Certificate of Insurance Received?

Custodian Confirmed: \_\_\_\_\_

Application Approved: \_\_\_\_\_

Signature

Date

December 12, 2023

Dear Tina –

Attached is the signed contract for the 2024 Milford Contra Dance.

Liability Insurance is in the works and will be through AMBA (Association Member Benefits Advisors) once my membership with the NFO (National Folk Organization) is confirmed. This will be in force before the January 26<sup>th</sup> dance. I will have the Town of Milford, NH listed as an Additional Insured and will get you a Proof of Coverage document.

You mentioned that we would be billed but is there a way that the monthly rent can be paid before receiving the bill? Previously I often left a check in the Rec. Dept. drop box. Is there a way to do that at Milford Town Hall?

What is our protocol for a storm cancellation? We want to be able to give everyone, especially Ron, adequate notice on this and not incur expenses for which we will have no income.

While we don't anticipate a deep dive back into the depths of Covid, I assume that since we are now an independent entity, we would have the ability to put Covid precautions in place should the need arise, yes?

Lastly, with the shortened hours the Milford Contra Dance Committee has decided not to have a snack break. One option is for us to simply have snacks available in the back room during the dance. Another option is to not have snacks at all and not use the back room. Would this latter option affect our rental rate?

Thank you!



Sandy Lafleur

For the Milford Contra Dance Committee

## Tina Philbrick

---

**From:** Tina Philbrick  
**Sent:** Thursday, November 16, 2023 10:23 AM  
**To:** 'Sandy Lafleur'  
**Cc:** Arene Berry; Glenn MacFarlane  
**Subject:** Contra Dance  
**Attachments:** Town Hall Use Guidelines Space Reservation Form Contra Dance.pdf

Good morning Sandy,

At a recent meeting, Town Administration, The Buildings Custodian and Recreation reviewed several originations that use the Town Auditorium and Banquet Hall on a regular basis. The cost for using both the Auditorium and Banquet Hall is \$300.00 plus custodial fees depending on the day of the week. The Contra Dance has always fallen under the "umbrella" of the Recreation Department, therefore there has only been a minimal fee associated with their usage of the town facilities.

As of January 2024 the Contra Dance will fall under Administration. A decision was made to increase the Contra Dance hall rental fees to \$150 per event. This should be payable to the Town of Milford, not Recreation, after each event. We are still not charging full price for the room and we will not be charging for custodial fees. All organizations using the Auditorium/Banquet Hall need to have their event end and fully vacate the building by 9:30 at the latest. This gives our custodian 1 hour to clean up and setup for additional events that may occur on a Saturday and will eliminate any overtime incurred by staff.

I've attached the full packet to include terms and conditions for our hall rentals for your review. Under terms and conditions, please review the following:

- #2. Your name needs to be listed as being responsible for booking the hall and making payments for the rental.
- #4. I will need a certificate of Liability Insurance for your organization.
- #7. Milford non-profits charging a fee to attend their function will be charged a fee for hall rental. (again, we are giving you a large reduced fee)
- #11.No food or beverages are to be consumed in the Auditorium without specific permission. (please limit snacks and drinks to the banquet hall only)
- #13.We will bill after each event.

Please submit a new form to me for your 2024 use of the town auditorium and banquet hall.

If you have any questions, please give me a call at 603-249-0600.



JAN 26

FEB 23

MAR 22

APRIL 26

MAY 24

JUNE 28

JULY 26

AUG 23

SEPT 27

OCT 25

NOV 22

DEC 27

| JANITORIAL COSTS |  | OVERTIME | STRAIGHT | CONTRA | FARMER |
|------------------|--|----------|----------|--------|--------|
| 1.27.2023        | Ron stayed until 12:02am to clean up and set up for Farmers Market the next day.           | 1.53     |          | 0.8    | 0.73   |
| 2.24.2023        | Ron stayed until 12:06am to clean up and set up for Farmers Market the next day.           | 1.6      |          | 0.8    | 0.8    |
| 3.24.2023        | Ron stayed until 11:56pm to clean up and set up for Farmers Market the next day.           | 1.43     |          | 0.8    | 0.63   |
| 4.28.2023        | Ron stayed until 11:32pm to clean up.  | 1.03     |          | 1.03   |        |
| 5.26.2023        | Russ stayed until 11:00pm to clean up.<br>(straight time, NO OT, 30 min past end of shift) |          | 0.5      |        |        |
| 6.23.2023        | Ron stayed until 11:16pm to clean up.  | 0.77     |          | 0.77   |        |
| 7.28.2023        | Ron stayed until 11:12pm to clean up.  | 0.7      |          | 0.7    |        |
| 8.25.2023        | Ron stayed until 11:20pm to clean up.  | 0.83     |          | 0.83   |        |
| 9.22.2023        | Ron stayed until 11:20pm to clean up.  | 0.83     |          | 0.83   |        |
| 10.27.2023       | Ron stayed until 11:27pm to clean up.  | 0.95     |          | 0.95   |        |
| 12.22.2023       | Ron stayed until 11:18pm to clean up.  |          |          | 0.75   |        |
|                  |  | 9.67     | 0.5      | 8.26   | 2.16   |

|  |  |                 |          |  |
|--|--|-----------------|----------|--|
| Russ (\$20 straight time)              |  | \$10.00         |          |  |
| Ron (@21.12 straight time, \$31.68 OT) |  |                 | \$261.68 |  |
| <b>TOTAL</b>                           |  | <b>\$271.68</b> |          |  |

| PAYMENTS - CONTRA DANCE TO TOWN<br>***Based on current 7:30pm to 10:30pm | Payments to Town | Full Price Room   | Full Price Custodial \$30/hr |
|--|------------------|-------------------|------------------------------|
| Dec  |                  |                   |                              |
| Nov  |                  |                   |                              |
| Oct  | \$75.00          | \$250.00          | \$90.00                      |
| Sept   | \$50.00          | \$250.00          | \$90.00                      |
| Aug  | \$75.00          | \$250.00          | \$90.00                      |
| July   | \$100.00         | \$250.00          | \$90.00                      |
| June   | \$100.00         | \$250.00          | \$90.00                      |
| May  | \$100.00         | \$250.00          | \$90.00                      |
| Apr  | \$100.00         | \$250.00          | \$90.00                      |
| Mar  | \$100.00         | \$250.00          | \$90.00                      |
| Feb  | \$50.00          | \$250.00          | \$90.00                      |
| Jan  | \$50.00          | \$250.00          | \$90.00                      |
| <b>TOTAL</b>   | <b>\$800.00</b>  | <b>\$2,500.00</b> | <b>\$900.00</b>              |

|  |                 |
|--|-----------------|
| Payments from Contra to Town (minus JANITORIAL cost) | <b>\$528.32</b> |
|--|-----------------|

|  |                   |                   |                   |
|--|-------------------|-------------------|-------------------|
| Incoming payments (No Custodial costs @ \$150 per event)(Per Year) | <b>\$1,500.00</b> | <b>\$1,300.00</b> | <b>\$1,550.00</b> |
|  | 10 Events         | 11 Events         | 12 Events         |

|   |                   |                   |                   |
|---|-------------------|-------------------|-------------------|
| Payments based on Full price (7:30pm to 10:30pm)(Current) | <b>\$3,400.00</b> | <b>\$3,740.00</b> | <b>\$4,080.00</b> |
|   | 10 Events         | 11 Events         | 12 Events         |

**5 TOWN STATUS - HOUSE BILL 1479 - RELATIVE TO PROHIBITING THE USE OF FEDERAL, STATE, OR LOCAL FUNDS FOR LOBBYING ACTIVITIES**

**Susan Mallett**

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**From:** governmentaffairs@nhmunicipal.org  
**Sent:** Wednesday, March 6, 2024 3:05 PM  
**To:** Tina Philbrick  
**Subject:** LEGISLATIVE ALERT - Local Officials - Use Your Voice Before You Lose Your Voice

**WARNING:** This email originated outside of our organization. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.  
Please report all suspicious emails to the IT Department or use your phish alert button.

**Local Officials: Use Your Voice Before You Lose Your Voice**

**Earlier today, the House Legislative Administration voted to send [HB 1479](#) to the full House without a recommendation.** All three votes taken—on a proposed amendment, Ought to Pass, and Inexpedient to Legislate—were 8-8 down party lines.

**We are calling on all local officials to urge their representative(s) to vote: NO on a Motion of Ought to Pass; NO on any proposed floor amendment; YES on a Motion of Inexpedient to Legislate when the bill goes to the House floor.**

**Bottom line: this bill is about silencing local government. Why? Because local government officials understand how government works, speak up about the real impacts of proposed policy, and oppose mandates and downshifting.**

Significant influences, including out of state lobbying money and efforts, are being used to lobby in favor of this bill, and misinformation is being shared widely. Read on to better understand the devastating consequences this bill would have on local government and the democratic process in New Hampshire.

- **The bill prohibits local officials from any form of advocacy—period.** It broadly prohibits any public funds from being used to “lobby, attempt to influence legislation, participate in political activity, or contribute funds to any entity for the purpose of engaging in same.” This would prevent any local official, whether a paid employee or an elected official receiving a stipend, from any advocacy on behalf of a city or town. It is inconceivable that **locally elected leaders** would be barred from—even prosecuted for—speaking on legislation with **local impacts**. Despite statements made during the hearing, RSA 15:1 would not protect local officials if this bill passed.
- **The bill prohibits others—recipients of public funds—from lobbying.** Despite the focus on NHMA in the hearing, this bill affects every recipient of public funds: every organization of municipal officials, like the Building Officials or the Fire Chiefs; every state agency and department; and every nonprofit organization that receives state or local funds. In fact, the bill is so broad in its language, it appears to apply to any private corporation that receives payment from a public entity, since the purchase of goods or payment for services constitutes an appropriation of public funds.
- **The exception is a red herring.** The exception that a recipient of public funds who wishes to lobby can do so if they segregate the funds for lobbying from public funds is not workable—and is not meant to be. Under New Hampshire law, lobbying time and revenue received is reported at the end of each quarter. Because it is not possible to predict the future time spent on advocacy activities, the segregation exception is simply a distraction from the ban that the law creates.
- **The bill would cost taxpayers money.** And that’s not just because the bill would allow any resident of the state to bring a lawsuit against a city or town (in addition to the possibility of criminal penalties). Every year, alongside our members, NHMA advocates on bills that typically fall into one of two categories: defeating bills that cost municipalities money and supporting bills that maintain or increase state aid. Every new cost on municipalities is paid for by taxpayers, and every additional dollar sent from the state to the cities and towns

offsets property taxes. **Proposed legislation this session alone would cost taxpayers more than \$50 million.**

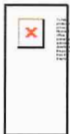
- **The bill strips local officials and town meetings of authority to make their own local decisions.** Dues paid to organizations that provide services to local officials are included by local officials in municipal budgets. In most of our municipalities, these budgets are adopted by the voters. In the rest, they are adopted by the representatives the voters elect to make those decisions for them. Cities and towns make decisions every year to be members of organizations that provide these services to make them more efficient and to operate in a more cost-effective manner. The legislature should not make judgments on local spending; the voters and their locally elected officials should.
- **The amendment offered today, which was not provided to the public during the executive session, does not improve the bill.** (This amendment will likely be offered on the floor.) Although, once again, the conversation was focused on NHMA, the amendment would apply to “Any entity required to register under RSA 15:1 that provides both lobbying services and non-lobbying services,” broadening the reach of its heavy hand. It would require that these entities, including NHMA, entirely change their internal operations to separate out lobbying from other services provided, requiring separate fee schedules and contracts, among other new mandates. In support of the amendment, a committee member stated that nothing in the amendment changes the way local government organizations in the state operate now; of course, if that were true, such an overhaul of existing law would not be necessary. In reality, the way in which NHMA operates—including all services under one membership—allows us to operate in the most efficient manner possible. But perhaps more importantly, the state should not subvert the authority of local government: Local governments formed these organizations, and can join, leave, or propose changes to how they operate. We agree with a statement made by a committee member today that the amendment appears to be an effort to “chip away” at local control. And if the state gets to make these decisions for local governments—what's next?

In support of this amendment, **a statement was made** that the original bill is “authoritarian” and that it is not “[the legislature’s] job to tell a town what they can spend their money on.” We agree—and it’s why both the bill and the amendment must be rejected.

**Contact your representative today and ask them to put a stop to this by voting on the floor:**

- **NO** on a Motion of Ought to Pass
- **NO** on a proposed floor amendment
- **YES** on a Motion of Inexpedient to Legislate

You can watch the **full executive session here**.



25 Triangle Park Drive  
Concord, New Hampshire 03301

603.224.7447



**HB 1479-FN - AS INTRODUCED**

2024 SESSION

24-2781  
12/05

**HOUSE BILL 1479-FN**

AN ACT relative to prohibiting the use of federal, state, or local funds for lobbying activities.

SPONSORS: Rep. Yokela, Rock. 32; Rep. Ammon, Hills. 42; Rep. Soti, Rock. 35

COMMITTEE: Legislative Administration

ANALYSIS

This bill regulates the use of public funds for lobbying activities and establishes certain additional enforcement mechanisms.

Explanation: Matter added to current law appears in ***bold italics***.  
Matter removed from current law appears ~~[in brackets and struck through.]~~  
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

24-2781  
12/05

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Twenty Four*

AN ACT relative to prohibiting the use of federal, state, or local funds for lobbying activities.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1 Lobbyists; Prohibited Activities. RSA 15:5 is repealed and reenacted to read as follows:

15:5 Prohibited Lobbyist Activities.

I. In this section, "public funds" means a grant or appropriation of a state, county, town, city, village district, unincorporated place, or school district.

II. No public funds shall be used to lobby, attempt to influence legislation, participate in political activity, or contribute funds to any entity for the purpose of engaging in the same.

III. Any recipient of public funds that wishes to engage in any of the activities which would require registration as a lobbyist under RSA 15:1, shall segregate public funds in such a manner that such funds are physically and financially separate from any other funds that may be used for any of these purposes. Mere bookkeeping separation of the public funds from other monies shall not be sufficient.

IV. If an entity engages in an activity prohibited in paragraph II, a taxpayer or resident of this state is entitled to appropriate injunctive relief to prevent further activity prohibited by that paragraph and to prevent further payment of public funds related to that activity. A taxpayer or resident who prevails in such an action is entitled to recover from the entity the taxpayer's or resident's reasonable attorney's fees and costs incurred in bringing the action.

V. Notwithstanding any other provision of law, any person who knowingly authorizes spending of public funds in violation of this section shall be guilty of a Class A misdemeanor and personally liable for an amount equal

|                            |                 |         |
|----------------------------|-----------------|---------|
| Complex Civil Case         | \$1,321         | \$1,347 |
| Routine Civil Case         | \$494           | \$504   |
|                            |                 |         |
| <b>Superior Court Fees</b> | As of 1/12/2020 |         |
| Original Entry Fee         | \$280           |         |
| Third-Party Claim          | \$280           |         |
| Motion to Reopen           | \$160           |         |

**AGENCIES CONTACTED:**

Judicial Branch, Judicial Council, Department of Justice, Department of Corrections, New Hampshire Association of Counties, and New Hampshire Municipal Association

## TOWN OF MILFORD BOARD OF SELECTMEN POLICIES FOR ALL YEARS

### INDEX

| POLICY NO.  | TITLE  |
|-------------|--|
| <b>2023</b> |  |
| 2023-01     | Right to Know Policy   |
| 2023-02     | Budget Transfer Policy   |
| <b>2022</b> | <b>There were no polices enacted by the Board of Selectmen in 2022</b>   |
| <b>2021</b> | <b>There were no polices enacted by the Board of Selectmen in 2021</b>   |
| <b>2020</b> | <b>There were no polices enacted by the Board of Selectmen in 2020</b>   |
| <b>2019</b> | <b>There were no polices enacted by the Board of Selectmen in 2019</b>   |
| <b>2018</b> | <b>There were no polices enacted by the Board of Selectmen in 2018</b>   |
| 2018-01     | Rule - Municipal Oval Flag Rule  |
| <b>2017</b> |  |
| 2017-01     | Rule - Target shooting prohibited on town community lands  |
| <b>2016</b> | <b>There were no polices enacted by the Board of Selectmen in 2016</b>   |
| <b>2015</b> |  |
| 2015-01     | Personnel Use of Town Vehicles <b>(revised 10/23/23)</b>   |
| <b>2014</b> | <b>There were no polices enacted by the Board of Selectmen in 2014</b>   |
| <b>2013</b> |  |
| 2013-01     | Administration of Commissions, Committees and Special Boards   |
| <b>2012</b> |  |
| 2012-01     | Credit Card Purchasing Policy (May 14, 2012)   |
| <b>2011</b> | <b>There were no polices enacted by the Board of Selectmen in 2011</b>   |
| <b>2010</b> | <b>There were no polices enacted by the Board of Selectmen in 2010</b>   |
| <b>2009</b> | <b>There were no polices enacted by the Board of Selectmen in 2009</b>   |
| <b>2008</b> | <b>There were no polices enacted by the Board of Selectmen in 2008</b>   |
| <b>2007</b> |  |
| 2007-01     | Policy Regarding Purchasing and Procurement (revised 9-23-19)  |
| <b>2006</b> |  |
| 2006-01     | Policy Regarding E-mail (May 22, 2006)   |
| 2006-02     | Policy Regarding Hiring Process/Criminal Record Check <b>(revised 02/26/24)</b>                                    |
| 2006-03     | Policy Regarding Deductions From Salaries for Employees Exempt from Overtime Pay Requirements (Safe Harbor Policy) |
| 2006-04     | Ethics Policy  |
| <b>2005</b> | <b>There were no polices enacted by the Board of Selectmen in 2005</b>   |
| <b>2004</b> |  |
| 2004-01     | Policy Regarding Matters Before NH House of Representatives or Senate  |
| 2004-02     | Policy on Exit Interviews <b>(revised 02/12/24)</b>  |
| <b>2003</b> |  |
| 2003-01     | Procedure to be Followed in the Establishment of New Positions <b>(revised 2/26/24)</b>                            |
| 2003-02     | Policy Regarding Employee Identification Badges <b>(revised 02/12/24)</b>  |
| <b>2002</b> | <b>There were no polices enacted by the Board of Selectmen in 2002</b>   |
| <b>2001</b> |  |

|             |  |
|-------------|--|
| 2001-01     | Limiting Legal Advice Requests <b>(revised 10/9/23)</b>                              |
| 2001-02     | Employee Performance Reviews <b>(revised 10/23/23) (revised 02/12/23)</b>            |
| 2001-03     | Admendment to Policy 2000-11 / Wages for Hiring/Promotions <b>(repealed 10/9/23)</b> |
| <b>2000</b> |  |
| 2000-01     | Over-Expenditure Procedure <b>(superseded by Policy 2023-02)</b>                     |
| 2000-02     | Program / Budget Revisions <b>(superseded by Policy 2023-02)</b>                     |
| 2000-03     | Emergency Expenditures <b>(repealed on 9/11/23)</b>                                  |
| 2000-04     | Citizen's Complaint/Dispute Resolution Procedure <b>(amended)</b>                    |
| 2000-05     | Water & Wastewater Depreciation Accounts <b>(repealed on 9/11/23)</b>                |
| 2000-06     | Cashing out of Sick Leave due to Worker's Comp Injury                                |
| 2000-07     | Reimbursement for Personal Credit Card Expenses <b>(amended)</b>                     |
| 2000-08     | Grant Application Procedure <b>(repealed on 11/27/23)</b>                            |
| 2000-09     | Seat Belt Policy   |
| 2000-10     | Request for Trust Funds <b>(repealed on 9/11/23)</b>                                 |
| 2000-11     | Policy Re Wages for Hiring/Promotions <b>(revised 10/9/23)</b>                       |
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**TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2000-06**

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**TO :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES

**FROM:** LEE F. MAYHEW, TOWN ADMINISTRATOR

**SUBJ :** CASHING OUT OF SICK LEAVE DUE TO WORKER'S COMPENSATION INJURY –  
POLICY NO. 2000-06

**DATE:** APRIL 26, 2000

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At their meeting on Monday, 24 April 2000, the Milford Board of Selectmen adopted the following Policy concerning the annual cashing out of sick leave balance due to worker's compensation injury as follows:

**POLICY:**

If, in the course of employment, an employee is injured and, as a result of this injury, has to be absent from work and out on Worker's Compensation, the Town will charge that employee's sick leave hours in order to make that employee "whole" during the course of this absence so that there is no loss of income to the employee. Any sick leave hours charged as a result of this worker's compensation absence will reduce the number of sick leave hours remaining to the employee for the remainder of the year, however, this absence will be considered as "non-chargeable" sick leave hours towards the sick leave incentive cash out at the end of the year. If and when the employee is compensated for the absence by Compensation Funds of New Hampshire as a result of the injury, that income shall be conveyed to the Town of Milford and applied towards the reinstatement of the charged sick leave hours, thereby increasing the number of sick leave hours available to that employee for the remainder of the year.

**EFFECTIVE DATE:** Retroactive to 1 January 1999 for Non-Union Personnel

No suggested changes by Human Resources

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**TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2003-01**

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**TO :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES

**FROM:** KATHERINE E.L. CHAMBERS, TOWN ADMINISTRATOR

**SUBJ :** PROCEDURE TO BE FOLLOWED IN THE ESTABLISHMENT OF NEW POSITION(S)

**DATE:** FEBRUARY 25, 2003 (REVISED APRIL 28, 2003) (REVISED 2/26/24)

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At the April 28, 2003 Board of Selectmen’s meeting an amendment to Policy No. 2003-1 was approved removing procedure number 5 which stated “Presentation to Personnel Committee for concurrence of job classification and placement on the Town’s Wage and Salary Plan.” The policy now reads as follows:

1. Initial consultation with the Town Administrator to explain unmet staffing needs; concept of the duties to be performed by the position; and structure and placement of this position in the overall departmental organization.
2. Preliminary discussion by the Department Head and the Town Administrator with the Board of Selectmen to determine if the members will entertain new position(s) in the budget process.
3. Preparation of a draft job description to include minimum knowledge, skills, and ability requirements; and whether these are exact or if any combination of education and experience is appropriate for this position. Identification of ADA characteristics.
4. Review by the Town Administrator and Human Resources Director of the draft job description to determine Fair Labor Standards Act (FLSA) characteristics, placement on the Wage and Salary Plan, and review of the job description to ensure clarity of position description.
5. Presentation-Department Head presents to the Board of Selectmen for approval/consideration of the requested new position.

The foregoing is intended to outline a standard process for department heads to follow when requesting new positions.

EFFECTIVE DATE: 1 March 2003

Revised on 02/26/2024

Approved on \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

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Selectman

\_\_\_\_\_  
Selectman

**EFFECTIVE DATE:** 30 May 2000

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**TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2004-01**

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**TO :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES

**FROM:** KATHERINE E.L. CHAMBERS, TOWN ADMINISTRATOR

**SUBJ :** POLICY REGARDING MATTERS BEFORE THE NH HOUSE OF REPRESENTATIVES OR SENATE

**DATE:** JULY 20, 2004

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At a meeting of the Milford Board of Selectmen held on Monday, July 12, 2004, the Board of Selectmen voted to adopt the following policy regarding Town of Milford employees taking positions on matters before the State of New Hampshire House of Representative or the Senate:

1. No Town of Milford employee shall, without the prior approval of the Board of Selectmen or the Town Administrator, make statements or release for publication any written materials or photographs concerning the operations or administration of the Town to any body of the State Legislature while holding themselves out as representing the Town or the Department in such matters.
2. When an individual is acting as a representative or employee of the Town, the use of discretion regarding public statements on governmental policy shall at all times be consistent with the philosophy, Mission Statement, goals, and objectives of the Town of Milford.
3. Any employee who is found to be in violation of this policy shall be subject to disciplinary procedures as outlined in the current Town of Milford Employee Handbook of Personnel Rules.

There is nothing in the foregoing policy to preclude an employee from taking a personal position on matters before any body of the State Legislature, so long as the employee does so solely as a private citizen and does not hold him/herself out as representing the philosophy, Mission Statement, goals or objectives of the Town of Milford or his/her department.

**EFFECTIVE DATE:** July 20, 2004

**TO — :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES

**FROM:** KATHERINE E.L. CHAMBERS, TOWN ADMINISTRATOR

**SUBJ :** POLICY ON EXIT INTERVIEWS

**DATE:** OCTOBER 28, 2004 (REVISED FEBRUARY 12, 2024)

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At a meeting of the Milford Board of Selectmen held on Monday, October 25, 2004, the Board of Selectmen voted to adopt the following Policy regarding Exit Interviews:

**Purpose:**

To ensure that exiting employees are informed of their benefits and rights and to maintain accurate records on reasons for employee terminations.

**Policy:**

It is the policy of the Town of Milford to ~~ensure that~~provide the opportunity for any employee whose employment is being terminated (voluntarily or involuntarily) receives an exit interview. The exit interview shall be held at the time of the employee's discharge. The interview will be conducted by the Human Resources Director or designee. The objectives of the exit interview are as follows:

- ❖1. To determine the actual reason for an employee's resignation;
- ❖2. To discover any grievances the employee may have about the department in order that corrective action(s) may be undertaken;
- ❖3. To discover any misunderstandings the employee may have had about his/her job, or with his/her supervisor(s) in order that corrective action(s) may be undertaken;
- ❖4. To retain the goodwill of the employee toward the Town;
- ❖5. To review administrative details with the employee such as benefits continuation rights and conversion privileges, if any, final pay, re-employment policy, and employment compensation; and
- ❖6. To arrange for the return of any Town of Milford property which has not already been returned to the department supervisor.

**Procedure:**

1. When an employee announces his/her intention to resign, the supervisor/department head should schedule an exit interview for the employee with the Human Resources Director or designee as soon as possible.
2. When a decision has been made to terminate an employee, the employee should meet with the Human Resources Director or designee for an exit interview as soon as possible, as appropriate.
  
3. During the exit interview, the Human Resources Director or designee will seek to meet all objectives listed in this Exit Interview Policy statement.
4. The departing employee will be asked to complete the Exit Interview Form (sample attached) as thoroughly as possible noting that this is a voluntary process.
5. Any information obtained during the exit interview shall be disclosed to (and/or discussed with) the supervisor, the Department Head, the Town Administrator and the Board of Selectmen in order to investigate any allegation(s) made and/or to be made aware of emerging problem(s). The Department Head, the Town Administrator and/or the Human Resources Director may make recommendations to the Board of Selectmen for corrective action based on the information contained in the exit interview.

**EFFECTIVE DATE:** October 28, 2004

Amended on 02/12/24

Approved on \_\_\_\_\_

\_\_\_\_\_

Chairman

Vice Chairman

\_\_\_\_\_

Selectman

Selectman

\_\_\_\_\_

Selectman

Selectman

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**TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2006-01**

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**TO :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES

**FROM:** KATHERINE E.L. CHAMBERS, TOWN ADMINISTRATOR

**SUBJ :** POLICY ON EMAIL

**date:** June 05, 2006

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At a meeting of the Milford Board of Selectmen held on Monday, May 22, 2006, the Board of Selectmen voted to adopt the following Policy regarding email correspondence:

**Definitions:**

**Administrative matters** – the one-way dissemination of information to Town Board members, where no further related email correspondence is exchanged between Town Board members on the subject matter of the information being disseminated.

**Conduct business** - make decisions or discuss substantive matters or affairs related to the town or the Town Board when such activity takes place among a quorum of Town Board members.

**Meeting** – two-way communication among a quorum of Town Board members.

**Scheduling** – the activity specifically associated with determining a date and time at which Town Board members would be available to meet in public session or non-public session.

**Application:**

This Email Policy applies to email initiated by the Board of Selectmen and all other town boards, committees, subcommittees and commissions whose members are appointed by the Board of Selectmen. This Email Policy shall also apply to email initiated by all other boards and commissions whose members adopt the provisions of this policy. Each such organization is referred to herein as a "Town Board".

**Accepted Use:**

This Email Policy is not meant to limit or restrict emails sent between individual members of a Town Board as long as the number of members involved in the email exchange does not constitute a quorum.

Members of a Town Board may use emails for scheduling or other administrative matters and to send information and updates to one another, subject to the "Restrictions" section below.

**Restrictions:**

Email exchanges shall be considered public information and subject to disclosure under the Right to Know law if they:

- ❖ ·pertain to the business or affairs of a Town Board; and
- ❖ ·are initiated by a Town Board member; and
- ❖ ·involve a quorum of a Town Board.

Example: If three members of a Town Board constitute a quorum, then an email regarding the business of the Board that is sent by one member to two or more other members is public information.

A Town Board will not use email to hold a meeting or conduct business.

**Record Keeping:**

Each Town Board shall designate a person (who may be a member of the board or a town employee) who shall maintain a hard copy of public emails.

A member of a Town Board who sends an email regarding the business or affairs of such Town Board to other members of the same Town Board, such that a quorum is involved, shall make the email public by forwarding a copy of the email to the person so designated for record keeping.

Those individuals designated by Town Boards to maintain a hard copy of public emails shall make the email available as follows:

- ❖ Hard copies of public emails shall, upon request, be made available to members of the public for inspection.
- ❖ Public emails shall, upon request, be copied for members of the public upon payment of reasonable copying charges.
- ❖ Hard copies of public emails shall be kept no less than one year, after which they may be destroyed.



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**TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2006-02**

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**TO :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES

**FROM:** GUY SCAIFE, TOWN ADMINISTRATOR

**SUBJ :** POLICY ON HIRING PROCESS/CRIMINAL RECORD CHECK

**DATE:** OCTOBER 9, 2006 (REVISED 02/26/24)

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At a meeting of the Milford Board of Selectmen held on Monday, August 14, 2006, the Board of Selectmen voted to adopt the following Policy regarding Hiring Process/Criminal Record Check:

**Purpose:**

It is the intent of this Policy to establish a written guideline in order to ensure that all potential employees/volunteers meet or exceed the hiring standards of the Town of Milford.

**Policy:**

The Town of Milford shall maintain a standardized hiring policy inclusive of conducting or requiring criminal record checks on potential employees/volunteers in certain job categories. In order to maintain a professional work force within the Town of Milford, the following procedures shall be used by Department Heads during the hiring process:

- 1) Following a conditional offer of employment being tendered, potential employees/volunteers in the following work force categories shall be required to undergo criminal records checks:
  - a) Employees/volunteers working directly in contact with children (e.g., Recreation Department personnel).
  - b) Employees/volunteers working around children (e.g., Library personnel)
  - c) Employees/volunteers working with/handling money (e.g., Town Clerk's Office; Tax Collector's Office, Finance Department, etc.)
  - d) Employees/volunteers having to enter residences (e.g., Building Inspector's Office; Assessor's Office, Welfare Office; etc.)
  - e) Employees/volunteers working with sensitive/potentially hazardous equipment/chemicals (e.g., WWTF personnel)
  - f) Employees/volunteers for the Police Department, the Fire Department and the Ambulance Service.
  
- 2) Following acceptance of the conditional offer of employment being tendered, the applicant will be required to complete an FBI Identification Record Request and a State of NH Criminal Record Release Authorization Form authorizing the release of this information to the Human Resources Director. Fees to cover the costs of these record checks will be paid

out of the Human Resources budget for employees. Fees to cover costs of record checks for Volunteers will be paid by the appropriate department/office.

- 3) If the results of the criminal records check are negative, the Human Resources Director shall inform the Department Head that he/she may proceed with the hiring process. The negative criminal record check shall be destroyed immediately as required by law.
- 4) If the criminal records check reveals any court records, the Human Resources Director shall inform the Department Head who shall review same as follows:
  - a) The Department Head shall make a determination as to whether the applicant is suitable for the position applied for.
  - b) The Department Head may solicit the opinion of the Chief of Police or designee relative to the criminal record check document.
  - c) The Department Head shall be responsible for making the final decision as to the suitability of the candidate – taking the totality of the circumstances into consideration.
  - d) Regardless of the decision of the Department Head as to whether or not to hire the candidate, the criminal record check will be destroyed within thirty (30) days as required by law.
- 5) Failure to comply with the foregoing process will result in the termination of the application process.

**EFFECTIVE: OCTOBER 9, 2026**

Revised on 02/26/24

Approved on \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

**Need further review by Human Resources**

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**TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2006-03**

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**TO :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES

**FROM:** GUY SCAIFE, TOWN ADMINISTRATOR

**SUBJ :** POLICY ON DEDUCTIONS FROM SALARIES FOR EMPLOYEES  
EXEMPT FROM OVERTIME PAY REQUIREMENTS (SAFE HARBOR POLICY)

**DATE:** OCTOBER 9, 2006

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At a meeting of the Milford Board of Selectmen held on Monday, August 14, 2006, the Board of Selectmen voted to adopt the following Policy regarding Deductions From Salaries For Employees Exempt From Overtime Pay Requirements (Safe Harbor Policy):

**Introduction:**

The US Department of Labor regulations regarding payment of overtime require – as a preliminary threshold for exemption from overtime pay requirements – that an employee be paid on a salary basis.

The Regulations review the types of deductions which may be made from an employee's salary during any pay period and their effect on the employee's status as exempt or non-exempt from overtime pay requirements

The Department of Labor has provided some examples of permissible deductions in Fact Sheet 17G – a copy of which is attached to this Policy and made a part hereof. As with any sampling, caution must be exercised by noting that the specific requirements in any given case will be governed by application of the laws and rules in question. Here is how the US Department of Labor describes exemptions from salary:

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; for penalties imposed in good faith for infractions of safety rules of major significance; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

**Policy:**

The Town of Milford is committed to avoiding improper deductions and will act promptly to remedy any situation in which such a deduction may have been made by reimbursing the employee for any such improper deduction not later than the first pay day upon which the reimbursement reasonably may be made following a timely final determination that the deduction was improper.

Any employee who believes that a deduction from salary is improper should discuss the matter with his/her supervisor who will promptly (normally within twenty-four (24) hours) make an initial determination as to whether the deduction is proper, including a written explanation if it is found that the deduction was proper. The employee should ordinarily initiate this inquiry within forty-eight (48) hours after being paid or being notified of the deduction unless special circumstances justify later action. If the employee is not satisfied with the decision of the Supervisor, the employee may file a written appeal within forty-eight (48) hours to the Board of Selectmen which states the basis for disagreeing with the decision. The appeal shall be considered within seventy-two (72) hours with a final decision issued within ninety-six (96) hours whenever possible. Any final decision of the Board of Selectmen may be appealed in accordance with State or Federal requirements as applicable.

If any deduction was found to have been made improperly, the Town of Milford shall make a sincere and good faith effort to avoid any such improper deductions in the future for the employee and any similarly situated employees.

**Need further review by Human Resources**

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**TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2006-04.08**

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**TO:** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, AND COMMITTEES

**FROM:** GUY SCAIFE, TOWN ADMINISTRATOR

**SUBJ:** POLICY AND PROCEDURE ON TOWN OFFICIALS AND TOWN EMPLOYEE ETHICS

**DATE:** ENACTED TUESDAY, DECEMBER 26, 2006 (AMENDED JUNE 25, 2012, MAY 23, 2011, NOVEMBER 2009, JULY 14, 2008, JUNE 23, 2008, MAY 27, 2008 & AUGUST 27, 2007)

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At a meeting of the Milford Board of Selectmen held on Tuesday, December 26, 2006, the Board of Selectmen voted to adopt the following Policy regarding Town Officials and Town Employee Ethics (this Policy amended by the Board of Selectmen on June 25, 2012, May 23, 2011, November 2009, July 14, 2008, June 23, 2008, May 27, 2008 & August 27, 2007):

**2006.04.010 Definitions**

In this policy:

- A. "Town official" means any elected Town official or individual appointed by the Board of Selectmen to serve on a Town board, committee, subcommittee or commission.
- B. "Town employee" means any individual employed by the Town of Milford.
- C. "Gift" or "Contribution" means any money, discount, or thing of value received in excess of \$50 from any single source during any calendar year. "Gift" shall not include contributions as defined in RSA 664; a commercially reasonable loan made in the ordinary course of business; meals and beverages consumed in the course of official business; ceremonial gifts or awards which have insignificant monetary value; unsolicited gifts of nominal value or trivial items of informational value; reasonable expenses for food, travel, and lodging for a meeting at which a Town official or Town employee participates in a panel or a speaking engagement; gifts of tickets or free admission extended to a Town official to attend charitable or political events, if the purpose of such gift or admission is a courtesy customarily extended to the office; gifts that are purely private and personal in nature; or gifts from relatives by blood or marriage, or a member of the same household.

### 2006.04.020 Principles of Public Service

The following section describes a set of values that should be aspired to by all Town officials and Town employees. These items in and of themselves *do not* form the basis for an ethics complaint.

A. Public Service as a Public Trust -

Town officials and Town employees should treat their positions as a public trust, only using the powers and resources of their positions to advance public interests, and not to attain personal benefits or pursue any other private interest incompatible with the public good.

B. Principle of Independent Objective Judgment -

Town officials and Town employees should employ independent objective judgment in performing their duties, deciding all matters on the merits free from conflicts of interest and both real and apparent improper influences.

C. Principle of Accountability -

Town officials and Town employees should assure that government is conducted openly, equitably and honorably in a manner that permits the citizenry to make informed judgments and hold Town officials and Town employees accountable.

### 2006.04.030 Grounds for an Ethics Complaint

The following sections describe the items upon which an ethics complaint may be based. Any ethics complaint must specify the section or sections of this paragraph upon which the complaint is based.

A. Impression of Influence

Town officials and Town employees shall conduct their official and personal affairs in such a manner that they cannot be improperly influenced, and so as to avoid any appearance of improper influence, in the performance of their official duties.

B. Conflict of Interest

Town officials and Town employees shall avoid conflicts of interest. "Conflict of interest" means a situation, circumstance, or financial interest, which has the potential to cause a private interest to interfere with the proper exercise of a public duty. Town officials and Town employees shall not participate in any matter in which they, or their spouse or children, have a private interest which may directly or indirectly affect or influence the performance of their duties. In any instance where there is a conflict of interest or there could be the appearance of a conflict of interest, the Town official or Town employee shall disclose the circumstances prior to the time the matter arises for official consideration or decision. Such disclosures by Town officials shall be made to the board, committee, subcommittee or commission on which the official serves, and disclosures by Town employees shall be made to the Town Administrator.

C. Misuse of Position

No Town official or Town employee shall disclose or use confidential or privileged information for personal benefit or for financial gain. Town officials and Town employees shall not use their governmental positions to secure privileges or advantages for themselves, which are not generally available to Town officials or Town employees, or to improperly secure governmental privileges or advantages for others.

D. Acceptance and Giving of Gifts

Any Town official and any Town official's spouse or dependent, and any Town employee and any Town employee's spouse or dependent, who gives, solicits, accepts, or agrees to accept a gift from a person or entity who is subject to any matter or action pending before or contemplated by the Town official, Town employee, or by the governmental body with which that individual is affiliated shall disclose the gift prior to the time the matter or action arises for official consideration or decision. Disclosure by Town officials shall be made to the board, committee, subcommittee or commission on which the official serves, and disclosure by Town employees shall be made to the Town Administrator. Disclosure made by Town officials or Town employees shall be recorded in the official minutes of all meetings at which the matter or action is discussed or considered. Nothing in this section shall be construed to prohibit gifts made to the Town of Milford and accepted in accordance with the law.

**2006.04.040 Supplemental Policies**

In addition to this Ethics Policy, each Town board, committee, subcommittee and commission, and each Town department, may promulgate a supplemental ethics policy to address issues specific to that organization. In the event of a conflict, the provisions of this Ethics Policy shall supersede any such supplemental policy; provided however, that for those Town of Milford departments or agencies who have established Codes of Conduct or Codes of Ethics with provisions that are more stringent than those contained herein, then those more stringent provisions shall apply.

**2006.04.050 Milford Board of Selectmen Procedure for Implementing the Ethics Policy**

A. Filing the Complaint

1. Any individual having information that any town official or town employee is or has been engaged in activities, or is or has been subject to a condition that constitutes a violation of the Ethics Policy, may present a complaint to the Ethics Committee. The conduct that is the basis for the complaint must have occurred within one year prior to the date the complaint is filed.
2. The complaint form can be obtained from the Town's Web site or in person from the Board of Selectman's office at Town Hall during normal business hours.

3. A complaint shall be presented in writing and shall be signed under oath before a notary public. The complaint shall allege the specific facts constituting the alleged violation of the Ethics Policy, shall name a specific person or persons who are alleged to have violated the Ethics Policy, and shall specifically state the particular provisions of section 2006.04.030 of this document that are alleged to have been violated.
  4. The complaint shall be submitted to the Board of Selectmen's office at Town Hall during regular business hours in a sealed envelope addressed to the Ethics Committee
- B. Requests for advice relating to compliance with the Ethics Policy can be submitted in writing or by email directed to the Ethics Committee. A request for advice must identify the person requesting the advice.
- C. The Ethics Committee

In the event of an alleged ethics violation, the complaint will be addressed according to one of the following three scenarios:

1. If the individual being accused is a town employee (excluding the Town Administrator), the complaint will be turned over to the Town Administrator to be addressed according to established town procedures.
2. If the individual being accused is a member of the Board of Selectmen, a town official who has been appointed by the Board of Selectmen, or if the person being accused is the Town Administrator, the complaint will be heard by the Ethics Committee.
3. If the individual being accused is a member of the Ethics Committee itself, the complaint shall be heard by the Board of Selectmen, according to the procedures described herein.

In any of the above scenarios, if a member of the Ethics Committee, Board of Selectmen, or the Town Administrator feels that he or she would not be able to impartially conduct the business of the Committee/Board, he or she shall bring it to the attention of the Committee/Board chair person for replacement or recusal.

- D. Formation of the Ethics Committee
1. The Ethics Committee shall consist of five (5) voting members and two (2) alternates. Members and Alternates shall be private citizens who are residents of the Town of Milford and who do not hold any town official position in the Town.
  2. The first Ethics Committee shall be appointed by the Board of Selectmen with preferential consideration being given to members of the ad hoc Ethics Committee that was appointed by the Board of Selectmen in March of 2008. At the Committee's first meeting the appointed members shall determine by lot:
    - a. which member will serve for a one-year term
    - b. which two members will serve for a two-year term



- c. which two members will serve for a three-year term
  3. The two Alternate members shall be appointed by the Board of Selectmen to serve terms of three (3) years.
  4. The Board of Selectmen will appoint members to the Ethics Committee after these initial terms are completed. All newly appointed and reappointed members shall serve terms of three (3) years.
  5. Should a vacancy on the Committee arise, the remaining members of the Ethics Committee will nominate to the Board of Selectman a town resident to serve out the remainder of the term.
- E. Purpose and Charge

The purpose of the Ethics Committee is to:

  1. Educate Town Officials regarding the provisions of the Town of Milford Ethics Policy.
  2. Provide advice and counsel to Town Officials regarding ethical issues with which they are confronted.
  3. Hear and resolve ethics complaints which are filed against Town Officials.
- F. Confidentiality
  1. All regular business of the Ethics Committee, including training, working on policies, and deliberations on requests for advice shall be conducted in public sessions, in accordance with RSA 91-A.
  2. All reviews of complaints, preliminary hearings, hearings, and deliberations on complaints or hearings shall be conducted in non-public session, in accordance with RSA 91-A:3(c).
  3. Any complaint received by the Ethics Committee is a confidential document and is not disclosable under RSA 91-A.
  4. If the person against whom the complaint is made requests that the proceedings be conducted in public session, that request will be honored only if permissible by law.
- G. Preliminary Review
  1. Within two weeks of receiving a complaint, the Ethics Committee shall consider the complaint at a meeting and determine if the complaint has sufficient merit to warrant a hearing or further investigation. The Ethics Committee shall dismiss the complaint if any of the following applies:
    - a. The complaint does not meet the requirements of section 2006.04.050 (A) of this document. If the complaint is dismissed on this basis, the committee shall invite the complainant to resubmit the complaint in proper form.

- b. The complaint alleges facts that, if true, would not constitute a violation of the Ethics Policy or alleges facts that constitute constitutionally protected or legally protected conduct.
  - c. The complaint is frivolous, scurrilous, or retaliatory in nature.
  - d. The complaint alleges facts that may constitute a violation of criminal law. In this case, the Ethics Committee may consult with the Town's Chief of Police, in accordance with all confidentiality provisions of RSA 91-A, and, if necessary, shall refer the complaint to the applicable law enforcement authorities and shall take no further action on the complaint until notified of the conclusion of any criminal investigation or criminal proceeding.
  - e. If the complaint is being investigated by law enforcement, the Ethics Committee shall notify the complainant that the matter has been transferred to law enforcement.
  - f. If the complaint is investigated by law enforcement and there is a determination that no criminal activity occurred, the complaint shall be returned to the Ethics Committee and it shall follow its standard process for reviewing a complaint.
2. Regardless of whether the Ethics Committee dismisses the complaint or finds the complaint to have sufficient merit to warrant a hearing or further investigation, the Committee shall promptly notify the complainant and the person against whom the complaint is made. The notification shall be in writing and shall include a copy of the Committee's written finding.
  3. If the complainant fails to move forward to proceed with the complaint, the Ethics Committee may, at its discretion, continue to review the complaint and make a determination if a violation of the Ethics Policy has occurred.

#### H. The Hearing

1. The hearing shall be held within four weeks of the date the complaint is received by the Ethics Committee.
2. The Ethics Committee shall request that the complainant and the person against whom the complaint is made attend the hearing.
3. The hearing shall provide the opportunity for all parties to be heard and to present evidence. Witnesses shall testify under oath.
4. The Ethics Committee shall determine all cases by a preponderance of the evidence in deciding whether or not there has been a violation of the Ethics Policy.
5. The Ethics Committee shall have all powers at the hearing available under applicable law, including subpoena authority.

6. The Ethics Committee may dismiss the complaint at any stage of the proceedings if the Ethics Committee determines that one or more of the reasons for dismissal, as stated in section 2006.04.050 (F:1) of this document, are applicable.

I. The Findings

1. Within one week of the conclusion of the hearing, the Ethics Committee shall make a determination, in writing, of whether the person against whom the complaint is made has violated the Ethics Policy.
2. The Ethics Committee shall notify the complainant, the person against whom the complaint is made, and the Selectmen, in writing, of the determination of the complaint and the applicable recommendation.
3. Any determination by the Ethics Committee shall become public upon being forwarded to the Board of Selectmen. If it is determined by the Ethics Committee that a violation has occurred, the Ethics Committee shall recommend such sanctions, if any, that it deems appropriate. Such sanctions may include, but are not limited to, any one or more of the following:
  - a. In the case where the person who violated the Ethics Policy is a Selectman or the town administrator, the Ethics Committee may:
    - I. Vote to recommend the removal of the person from office (to the extent authorized by law);
    - II. Vote to recommend that the person resign from his or her office;
    - III. Vote to recommend a public censure of the person;
    - IV. Vote to recommend a private censure of the person;
    - V. Vote to recommend that a letter of counseling be issued to the person regarding the determination.
4. The factual findings and determination of the Ethics Committee shall be final and are not to be overruled or modified by the Board of Selectmen, it being further understood that the Board of Selectmen is not obligated to take action on any recommendations forwarded to it by the Ethics Committee.
5. The Board of Selectmen shall notify the complainant and the person against whom a complaint is made, in writing, of the disposition of the complaint.

J. Other Issues

1. To the extent that these procedures may conflict with the terms of any collective bargaining agreement that is binding on the Town of Milford, the terms of the collective bargaining shall apply.

**Severability:**

If any provision of this Policy or the application thereof to any person or circumstance is held invalid, the invalidity does not affect the other provisions or applications of this Policy which can be given effect without the invalid provision or application, and to this end the provisions of this Policy are severable.

**Effective Date:**

This Policy shall become effective upon adoption by the Milford Board of Selectmen and upon its distribution to Town Departments and any other relevant governing bodies/organizations (if applicable).

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Gary L. Daniels, Chairman

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Tim Finan, Vice Chairman

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Katherine Bauer, Member

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Mike Putnam, Member

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Mark Fougere, Member

**Need further review by Human Resources**

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

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**TO:** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES  
**FROM:** JOHN SHANNON, TOWN ADMINISTRATOR  
**SUBJ:** POLICY ON PURCHASING AND PROCUREMENT  
**DATE:** MONDAY, FEBRUARY 8, 2021

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At a meeting of the Milford Board of Selectmen held on Monday, February 8, 2021, the Board of Selectmen voted to amend the following Policy regarding Purchasing and Procurement:

**SECTION I: PURPOSE**

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

**SECTION II: AUTHORITY**

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

**SECTION III: CONFLICT OF INTEREST**

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

**SECTION IV: OBJECTIVES**

- A. To seek competitive quotations based on the dollar limits outlined.
- B. To, wherever possible, consider the use of State contracts for goods and services.
- C. To, wherever possible, consider to use one vendor and purchase in bulk, in order to take advantage of any available discounts.
- D. To provide a procedure for the disposal of surplus property.

**SECTION V: EXEMPTIONS**

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

**SECTION VI: PROCUREMENT AUTHORITY**

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

- A) **\$0 to \$7,500:** A Department Head shall have full authority to approve procurement of departmental goods and services up to **\$7,500** provided such good(s) or service(s) are identified within the department's annual budget.
- B) **Greater than \$7,500:** The Town Administrator shall have full authority to approve procurement of goods and services provided such good(s) or service(s) are identified within the Town's budget.

- C) **Greater Than \$25,000:** Approval of the majority of the Board of Selectmen is required for the procurement of goods and services in excess of \$25,000, which are not otherwise approved in the budget, or when the low bid is not recommended by Staff.

## **SECTION VII: PROCUREMENT PROCESS**

The process for procurement of goods and services shall be as outlined below with each amount designated to be a gross amount:

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

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

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

## **SECTION VIII: ADDITIONAL PROVISIONS**

- A) **Sole Source Proposals:** The Town of Milford will not entertain the solicitation of a single source vendor for supplies and/or services unless the competitive bid requirements are explicitly waived by vote of the Board of Selectmen. Absent such vote, the Town will consider a vendor if they are the only bidder, provided that the procedural steps in soliciting bids has been followed and documented.
- B) **Emergency Procurements:** An emergency purchase may be made by a Department Head only if the normal operations of the department are in jeopardy. This shall generally mean or relate to emergency repairs to equipment or facilities which must be kept operating to protect the health and/or safety of persons, or property.  
For purposes of this paragraph only, the competitive procurement provisions of these policies may only be waived in case of an emergency by the Town Administrator, Chairman of the Board of Selectmen, or their designee (whoever is most readily available). This waiver shall only be considered when there exists a special emergency involving the health and safety of the people or their property.
- C) **Disposal of Surplus Property:** The Department Head must present any property (non-real estate), which is considered to be surplus and valued at over \$500, to the Town Administrator with a recommended method of disposition for approval. Various possible disposition means are the sealed bid or auction process, State surplus auction, trade in usage, retained for usage as parts, or transfer to another Town Department. The Department Head may dispose of any surplus items with a value of less than \$500, as they deem appropriate.

**SECTION IX: AMENDMENTS**

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

**SECTIONX: EFFECTIVE DATE**

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

**SECTIONXI: PURCHASE ORDERS**

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

**SECTION XII: CREDIT CARDS**

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

## Appendix A

### REQUEST FOR PROPOSALS

Certain professional services, such as architectural and engineering, auditing, and legal services are more appropriately solicited through a Request for Proposals (RFP). This is due to the need to consider factors other than price, such as professional qualifications, previous experience in related projects, and review of support staffs backgrounds.

When soliciting for RFP's the specifications must contain the following information: scope of services to be performed; timing; evaluation criteria; minimum qualifications of professional experience; and price.

The Town shall solicit proposals from at least three (3) vendors providing the professional service. Selection should be made by utilizing the following criteria: proposal review; interview of individual; and reference checks, including site visits if applicable.

### COMPETITIVE BID

1. The Town will maintain a contractors / vendors file according to type of good or service provided, which will be used to send specific specifications to particular vendors.
2. Each department shall maintain contract files in accordance with the State of NH's record retention rules. Each file shall contain the following, minimum information for the retention period, as appropriate:
  - a) Bid specifications, public notice of bid solicitation and other relevant pre-solicitation documents;
  - b) Records of recommendations, justifications, and approvals;
  - c) Lists of those vendors/individuals sent the bid specifications;
  - d) Copy of each offer or quotations and any records or documentation. Any unsuccessful offers will be maintained in the contract file;
  - e) Record of any required approvals;
  - f) Notice of bid award;
  - g) The original of the signed contract or bid award, all contract modifications, and other change orders or amendments;
  - h) Bid, performance, or other bond documents or a reference thereto.
3. **BID SPECIFICATIONS:** The Department Head shall prepare specifications for bid items, and shall submit the final specifications to the Town Administrator for approval prior to solicitation of bids. As part of the specifications, the Department Head should always include the following minimum items or requirements:
  - a) Bidders must clearly identify the product or service on which they are bidding on all envelopes.
  - b) Bidders shall provide samples with the bid when applicable. All samples will be returned to the vendors after the bid completion.
  - c) The Town's Tax Exempt Number: #xx-xxxxxxx.
  - d) The terms of the contract, including effective dates, extension terms, termination clauses, and other applicable terminology.
  - e) The party responsible for the freight and insurance charges, as well as how damaged goods will be returned and the extent of guarantees.
  - f) Where applicable, performance bonds will be required and shall always be required, as specified by RSA 447:16, for construction projects with a value greater than \$25,000.
  - g) A statement which reserves the Town's right to reject any and all bids, negotiate any contracts and waive any informalities in the bid process.
  - h) A statement, which reserves the Town's right to consider substitution of equivalent items and



under what conditions. The specifications shall include a statement, which requires the bidder to submit documentation for all substitutions and exceptions.

- i) Where applicable, the Town will hold a bidders conference to acquaint the bidders with the process, and to address any special concerns, questions or request for exceptions that may arise.
- j) Minimum quantity and quality requirements. These requirements should be specific enough to ensure the desired level of quality, but also must be flexible enough to elicit multiple bids.
- k) The following non-collusion clause shall be part of every bid specification package. A bidder must sign this statement in order for the bid to be valid.

"The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity."

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(Name of person signing bid)

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(Date)

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(Company)

4. **PUBLIC NOTICE:** The Town Administrator shall invite all bids by advertisement in at least one (1) newspaper of general circulation in the Town of Milford, such publication to be at least fourteen (14) days before the time of the bid opening. All bid notices must remain posted in at least two public places, one of which must be at the Town Hall, for a period of not less than two weeks (14 days). To save on advertising costs, multiple bids should be advertised in single advertisements where deemed practical.

The invitation to Bid shall include the following information:

- a. time and date of receipt of bids
- b. address to which the bid is to be delivered
- c. date by which the Town may accept the bid and contract with the vendor
- d. a general description of the good or service being purchased
- e. any and all contractual terms and conditions applicable to the purchase
- f. indicate where and when an invitation to Bid may be obtained
- g. indicate where and by what date bids must be submitted
- h. indicate where and when bids will be opened, and by whom
- i. provide a description of the good or service requested
- j. reserve the Town's right to reject any and all bids

5. **AVAILABILITY OF SPECIFICATIONS:** The Town Administrator shall mail copies of the specifications to those firms/vendors as listed in the contract files as well as additional firms who may request a copy. The Town Administrator reserves the right to charge for copies according to size and complexity (i.e. construction drawings, etc.)

6. **SAMPLE BID PUBLIC NOTICE:** "The Town of Milford, New Hampshire is currently accepting bids for the (name of bid item). Bid specifications are available from the Town Administrator's Office, 1 Union Square, Milford, New Hampshire, 03055, (603) 673-2257. Sealed bids will be received until 2:00 PM, October 23, xxxx. Bids will be publicly opened and read at that time, and approved by the Town Administrator with time to be determined. The Town of Milford reserves the right to reject any and all bids if deemed in the best interest of the Town."
7. **ACCEPTANCE OF BIDS:** The Town Administrator shall accept all bids up to the time specified for receipt of bids in the Public Notice. All bids will be dated and time stamped by the Selectmen's Office. Any late bids will be rejected. A bidder may correct, modify, or withdraw a bid by written notice received in the Selectmen's Office before the time and date set for the bid opening.
- a) Telegraphic bids (meaning by telegram, mailgram, or by facsimile) will be considered or accepted unless prohibited by the solicitation.
  - b) Bids must be submitted in accordance with the bid solicitation. If a bidder chooses to use its own bid form or a letter to submit a bid, the bid will be considered only if the bidder explicitly, in written form, accepts all the terms and conditions of the invitation and further that the award of the bid would result in a binding contract under the terms and conditions of the solicitations and other terms and conditions contained in the submitted bid which do not conflict with those in the solicitation.
8. **BID OPENING:** All bids will be opened by the Town Administrator at the time and date specified in the Public Notice. The names and quotes for all bidders recorded, and made available for public inspection. The Town Administrator may authorize a designee to open the bids. The Town Administrator shall notify all bidders of any changes in the opening time and/or date.
9. **BID CORRECTIONS:** After the bid opening, the bidder may not amend, correct, modify, or change in any fashion a bid, which would be contradictory to the interests of the Town of Milford or fair competition. The Town Administrator may waive minor informalities, or allow the bidder to make corrections, as long as the intent of the bid is not disturbed.
10. **BID AWARD:** Bids meeting the specifications shall be reviewed by the Department Head in consultation with the Town Administrator and others as needed. A recommendation shall be made to the Board of Selectmen for approval, if the preferred vendor is not the low bidder.
- The Town Administrator shall award the contract to the successful bidder or Board of Selectmen approved bidder and be responsible for preparing Notice of Bid Awards and submitting same to the successful bidder as well as all other bidders.

11. **CONTRACTOR QUALIFICATIONS:** To be determined responsible, a prospective contractor must:
- a) have adequate financial resources to perform the contract, or the ability to obtain them;
  - b) be able to comply with the required or proposed delivery or performance schedules;
  - c) have a satisfactory performance record;
  - d) have a proven record of integrity and business ethics;
  - e) have the necessary organization, experience, technical skills, and support staff, or the ability to obtain them;
  - f) have the necessary production, construction, and repair equipment and parts required to fulfill the contract requirements.
  - g) provide at least two references and phone numbers.

Approved by Board of Selectmen:

February 8, 2021  
Date

Gary Daniels  
Chairman

Paul Dorigo  
Vice Chairman

Lauram Dodge  
Selectman

[Signature]  
Selectman

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Selectman



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**TOWN OF MILFORD FINANCE DEPARTMENT**  
**Policy 2012-01**

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**TO: ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES**  
**FROM: JACK SHEEHY, DIRECTOR OF FINANCIAL OPERATIONS**  
**SUBJECT: CREDIT CARD PURCHASING POLICY**  
**DATE: 6/7/2012**

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A credit card purchasing policy was adopted by the Board of Selectmen at their May 14, 2012 meeting. Please read the attached policy. Also attached for your information is the Town's Purchasing and Procurement Policy which is referenced by the credit card policy.

The Credit Card Purchasing Policy is in effect immediately and requires a signed agreement to accept town credit card form for those employees with a Town credit card. This form is attached. Please complete, sign and return to the Finance Department.

If you have any questions, please feel free to call me or stop by to see me.

Please remember that all credit card transactions shall be processed immediately upon use by submitting a completed and signed Accounts Payable Distribution slip along with the credit card receipt to the Finance Department. Do not wait for the credit card statement, as this will result in delays in processing payments and could result in unnecessary finance charges.

**Need further review by Finance Department**

Town of Milford  
Town Hall  
1 Union Square  
Milford NH 03055

## **Credit Card Purchasing Policy**

### **1. Authority**

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

### **2. Purpose**

To establish the policy for the use of Town credit cards by Town employees for Town purchases and intended to accomplish the following:

- a. To ensure that the procurement with credit cards is accomplished pursuant to the policy established by the Board of Selectmen.
- b. To enhance productivity, significantly reduce paperwork, improve controls, and reduce the overall cost associated with approved purchases.
- c. To ensure appropriate internal controls are established so that credit cards are used for authorized purposes only.
- d. To ensure that the Town bears no legal liability from inappropriate use of credit cards.

### **3. Scope**

The Finance Director along with the Town Administrator will make all decisions regarding the issuing of individual cards and the establishment of any and all additional controls for their use.

### **4. Policy**

- a. A Town Credit card shall only be issued to a Department Manager, or the Department Manager's designee with approval of the Town Administrator.
- b. The credit limit of each card shall be \$2,000 with the exception of the Recreation Departments Director's credit card, which shall be \$5,000.
- c. All requirements of the Town's Purchasing Policy shall apply to the use of credit cards.
- d. All purchases of goods or services made with the Town credit card shall be budgeted and allowable.
- e. Town issued credit cards SHALL NOT be used:
  - To purchase alcohol or entertainment.
  - For cash advances (ATM's, traveler's checks, money orders, etc.)
  - To pay invoices or statements of any kind.
  - For personal purchases of any kind, even with the intention of reimbursing the town.
  - For any purchase not for the benefit of the Town of Milford.

- f. All purchases made with credit cards shall be paid for within the grace periods so that no interest charges or penalties will accrue.

# Administration of Commissions, Committees, and Special Boards

**Policy applies to:** All Department Heads, Staff, Boards, Commissions, Committees, and Volunteers

**Approved:** September 9, 2013

**Amended:** NA

## Sections:

1. Authority and Purpose
2. Definitions
3. Group Basics
4. Setting Up Meetings
5. Conducting a Meeting
6. Meeting Minutes
7. Communication within Groups, with the Public and with Other Groups
8. Appendixes

### 1. Authority and Purpose

The Board of Selectmen adopted this policy to facilitate efficient and consistent administration of the various commissions, committees, and special boards created by the Board of Selectmen and/or town vote.

### 2. Definitions

- a. **“Chair”** – nominated or appointed administrative leader of a group who serves as the head administrative officer. In most instances, the chair is appointed/elected/chosen annually by the other members of the group. Typically, the chair runs meetings, maintains meeting flow and order, and oversees the overall purpose of the group.
- b. **“Group”** – an officially sanctioned (elected, appointed, nominated, etc.) group of volunteers and/or staff members tasked to accomplish, study, support, or steward a particular project, goal, or overall vision/mission
- c. **“Meeting”** –The convening of a quorum (majority) of any public body to discuss or act on any of that body’s business.
- d. **“Member”** – volunteers and/or staff members (elected or appointed) to fill an open position within a group
- e. **“Quorum”** – a simple majority of the membership of a group
- f. **“Subcommittee”** – any members of a group that have been directed to accomplish a specific task.
- g. **“Secretary”** - nominated or appointed officer of a group who fills the roll of maintaining the group’s documents, and taking or ensuring that meeting minutes are taken, maintained, posted or submitted for posting. In most instances, the other members of the group appoint/elect/choose the secretary annually.
- h. **“Session”** –This word shall have the same meaning as “meeting”



- i. **“Term”** – the length of time that a member is appointed, reappointed, or elected to serve on a group. Typically the term length is 3 years and expires on March 31<sup>st</sup> of the final year of their term.
- j. **“Vice-Chair”** - nominated or appointed alternate administrative leader of a group who serves as the secondary administrative officer. In most instances, the other members of the group appoint/elect/choose the vice-chair annually. The vice-chair is typically tasked with running meetings, maintaining meeting flow and order, and overseeing the overall purpose of the group in the absence of the chair.

### **3. Group Basics**

#### **a. Creation of Groups**

Groups can be created by a town-vote-approved warrant article that details the purpose and construction of a group, or they can be created by a majority vote of a different group that has the authority to create subordinate groups.

#### **b. Membership**

Members are approved, appointed, or elected to participate by a group, town voters, or other sanctioned official that has the authority to appoint members to a subordinate group. As example, the Board of Selectmen appoint members to the Conservation Commission, the Planning Board appoints members to the Capital Improvements Plan Advisory Committee, and the Town Moderator appoints members to the Budget Advisory Committee (see Appendix A for details on specific groups and by whose authority members are appointed).

#### **c. Appointment and Reappointment of Members**

##### **I. Budget Advisory Committee**

Appointments or reappointments to the Budget Advisory Committee are made by the Town Moderator.

##### **II. Trustees**

Appointments or reappointments to the Cemetery Trustees and Library Trustees are made via election by the voters.

##### **III. Land Use Boards** - Planning Board and Zoning Board of Adjustment candidates desiring appointment are required to have a face-to-face interview with the Board of Selectmen. No face-to-face interview is required for candidates desiring reappointment. Prior to the appointment or reappointment of a candidate, the Chair of the respective board may submit a memo of recommendation to the Board of Selectmen that includes:

- The name of each candidate;
- If they are being appointed as a full or alternate member;
- The length of the term they are being reappointed to;
- Their address;
- A brief statement of endorsement for their appointment or reappointment.

Appointments or reappointments to subcommittees created by the Planning Board and Zoning Board of Adjustment are made by the respective boards.

##### **IV. All Other Groups**

Appointments or reappointments to all other groups are made by the Board of Selectmen.

##### **a. New Appointments**

Face-to-face interviews are necessary for new appointments.

The Board of Selectmen requests that new candidate appointments also have a memo from the chair of each group forwarded for the Board’s review prior to the appointment. The memo shall include:

- The name of each appointment candidate;
- If they are being appointed as a full or alternate member;
- The length of the term for which they are being appointed;

- Their address;
- A brief statement of endorsement for their appointment;
- A brief bio (two or three sentences) stating their interest for joining and what skills, experience, or focus they have stated that they would like to bring to the group.

**b. Reappointments**

Face-to-face interviews are not necessary for reappointment.

In lieu of face-to-face interviews, the Board of Selectmen requests that candidate reappointments be forwarded to the Board of Selectmen in the form of a memo from the chair of each group. The memo shall include:

- The name of each reappointment candidate;
- If they are being reappointed as a full or alternate member;
- The length of the term for which they are being reappointed;
- Their address;
- A brief statement of endorsement for their reappointment.

**d. Subcommittees**

A subcommittee shall only consist of members previously appointed to the group forming the subcommittee.

**4. Setting Up Meetings**

**a. Posting Meeting Notices**

Except in an emergency, notice of the time and place meetings (including subcommittee meetings and nonpublic sessions), shall be posted in two appropriate places, one of which may be the town's web site, or in a newspaper of general circulation, at least 24 hours in advance (excluding Sundays and legal holidays). An emergency shall only mean a situation where immediate action is deemed to be imperative by the chair or presiding officer of the group. In the case of an emergency notice, the time and place of such meeting shall be posted as soon as practicable, and beyond the postings all reasonable efforts shall be made to inform the public that a meeting is to be held.

**b. Meeting Cancellations/Weather Postponements**

In the event of inclement weather, groups have the authority to cancel their meetings at their discretion. If a meeting is going to be canceled, all members shall be contacted to apprise them of the cancellation, every effort shall be made to notify the public of the cancellation, and the staff at the meeting location shall be notified to best accommodate facility arrangements.

**c. Access To The Public**

All meetings shall be open and accessible to the public. Consideration should be given for the size of the room reserved for the meeting in relation to the expected turn out for the meeting. Parking space for the meeting should also be assessed, and if it's anticipated that available parking spaces will be an issue, every effort should be made to resolve the situation well in advance of the meeting.

**d. Meeting Space Coordination**

As it is required that all meetings be held in locations that are open and accessible to the public, most of the time meetings will take place in one of several town facilities. When arranging for meeting space the staff responsible for coordinating space within that building must be contacted in advance of the meeting to reserve the space.

**e. Meeting Safety/Security**

It is hoped that every meeting is conducted smoothly and without undue interruption or unreasonable discourse. However, topics and situations can arise that are disruptive or that put the safety of the participants or members at risk. Prior to any meeting security protocol should be reviewed/discussed amongst the members of each group and the meeting space should be assessed for emergency response, should it ever be needed. When considering these matters,

the chair of each group should consult with the Chief of Police, or with the Police Captains for their guidance and input.

## **5. Conducting A Meeting (please see Appendix E – ‘Is it A Meeting?’ Flowchart)**

### **a. Public Sessions**

- I. A public session is the convening of a quorum (majority) of any public body to discuss or act on any of that body’s business, including work sessions.
- II. All public sessions shall be open to any members of the public, not just Milford residents. In a public session it is up to the discretion of the chair if testimony, comments, or input, will be accepted.
- III. Any member of the public, not just Milford residents, may attend, take notes, record or photograph any part of a public session. However, except for certain people at public hearings, the public is not guaranteed the right to speak.

### **b. Non-Public Sessions (NPS)**

On occasion, groups may have a need to conduct a non-public session to discuss matters that are not appropriate for public participation. For further details, including the statutory requirements and procedures for conducting non-public sessions, please see Appendix C – Non-Public Session.

### **c. Public Hearings**

All public hearings shall be open to any members of the public, not just Milford residents. In a public hearing it is required that all testimony, comments, or input, will be accepted.

### **d. Non-Meetings**

Consultation with legal counsel; chance or social meetings neither planned nor intended to discuss official matters and at which no decisions are made; and strategy or negotiations regarding collective bargaining are considered non-meetings and do not required that notification of the event be posted.

### **e. Unacceptable Meetings**

The convening of less than a quorum (majority) of any public body shall be deemed an unacceptable meeting. The members in attendance may discuss issues, but may not make any decisions nor take any minutes regarding the discussions. In cases where the lack of a quorum prevents a public meeting from taking place, minutes should be presented for posting on the Web site simply stating that a quorum was not present and therefore the meeting was postponed. This will inform the public that the meeting was postponed, versus leaving the public wondering if the meeting had taken place, but that the minutes had not been posted.

## **6. Meeting Minutes**

### **a. Minimum Content of Minutes**

The minimum content of meeting minutes includes: (1) names of members present; (2) other people participating (it is not necessary to list everyone present, however); (3) a brief summary of subject matter discussed; and (4) any final decisions reached or action taken.

### **b. Draft Minutes Availability**

Minutes must be kept of all public meetings and must be available to the public not more than five business days after the public meeting. A business day means the hours of 8 a.m. to 5 p.m. on Monday through Friday, excluding holidays. Though there is no legal requirement to accept or approve the minutes, groups are strongly encouraged to review, amend if needed, and approve minutes at their next meeting. Even if minutes have not yet been approved, they still must be made available not more than five business days after the meeting. When the five business day deadline is reached before the minutes are approved, they can be made available to the public with a notation that they are a draft version.

Groups are encouraged to distribute draft minutes to its members and Board of Selectmen’s assigned representative prior to the next meeting of the group.

### **c. Approval of Final Minutes**

While there is no legal requirement for groups to approve their minutes, groups are encouraged to approve minutes of meetings prior to having the minutes posted on the Web site, thus ensuring

an accurate depiction of the proceedings of the respective meeting. However, all groups shall review their draft minutes, and if they wish to amend them for additions, deletions and corrections, they may do so, but the discussion and vote must take place at a posted public meeting of a quorum of the group. The actual discussion to amend and approve the minutes must be documented in the minutes of that subsequent meeting as an item of business the group considered.

**d. Archive of Electronic Minutes**

Groups are required to forward electronic versions of their minutes to the department that they are most closely connected so that they may be archived on the town network.

**e. Hard Copies**

Minutes must be retained forever in hard copy format (RSA 33-A:5-a), and cannot be kept solely as electronic records. Each group shall determine who shall be tasked with printing and archiving hard copy minutes, and designate the location that they shall be retained in.

**f. Posting Minutes on the Web**

It is required that all groups have their approved minutes posted on the town's web site in a timely manner. Each group is required to establish who and how the groups minutes will be processed to have the posted on the web (see Appendix A – Description of Various Groups for specifics on each group). It is incumbent of the chair of each group to ensure that minutes are being handled properly to facilitate their posting on the web in a timely manner. Draft minutes should not be posted on the web site.

Dependent on the skill level and administrative accessibility to the web site groups have a variety of opportunity to post meeting minutes on the web:

- I. Town Staff Group Member Posts Minutes Option - If a group has a town staff member that participates in the group, and that staff member has the necessary skillset to post meeting minutes on the web, they can be designated to accomplish that task.
- II. Town Staff Member of Connected Department Posts Minutes Option - A group forwards electronic minutes to a staff member of a designated department (that has a connection to the group) who has the necessary skillset to post meeting minutes on the web.
- III. Community Media Department Posts Minutes Option – If a group does not have a reasonably connected town staff member that can post minutes they can be forwarded to the Community Media Department for posting.

**7. Communication Within Groups, With the Public and With Other Groups**

**a. Selectmen Representatives**

Please see Appendix F to determine the Selectman Representative(s) to your group.

**b. Responding to Interested Volunteers**

Residents interested in volunteering to serve on a particular group should submit written correspondence expressing their interest to the Executive Assistant in the Town Administrator's Office, who then shall forward this correspondence to the individual or group with appointment authorization as detailed in Section 3(c) of this document. The chair of the group with appointment authorization shall be responsible for contacting the individual interested in volunteering and scheduling an appointment.

**c. Responding to the Public**

If an inquiry is made by a resident to an individual or group, the subject matter and the legality of the response shall be considered before determining whether the response comes the Board of Selectmen, the Town Administrator, or the chair of the group.

**d. Meeting with Selectmen**

If your group wishes to meet with the Board of Selectmen, please schedule an appointment through the Executive Assistant in the Town Administrator's Office.

**e. Meetings Broadcast on PEG Access**

Please contact to Community Media Director to arrange to have your meeting broadcast on the local cable access channel.

## **8. Appendixes**

- a. Appendix A – Description of all sanctioned groups [to include mission statements if available]
- b. Appendix B – Form for Starting a Group
- c. Appendix C – Non-Public Session Procedures
- d. Appendix D – Non-Public Session (NPS) Minutes Checklist
- e. Appendix E – ‘Is it a Meeting?’ Flowchart
- f. Appendix F – Selectmen Representatives

**Appendix A - Description of all sanctioned groups**

**GROUP NAME**

**Information Updated on: ##/##/####**

**Group Roster as of ##/##/####:**

| <b>Name</b> | <b>Address</b> | <b>Phone</b> | <b>Email</b> |
|-------------|----------------|--------------|--------------|
|             |                |              |              |
|             |                |              |              |

**Group created by:** GROUP (on x/x/xxxx)

**Membership:** X number full members  
X number alternate members

**Terms:** 3-year staggered terms

**Associated Town Department:** NAME

**Minutes Archived on Network:** N:\DRIVE\FOLDER\FILE

**Meeting Minutes Posted on Web by:** NAME

**Charge:**  
Text

**Excerpts of Board of Selectmen's meeting minutes regarding GROUP:**  
Text

**Appendix B - Form for Starting a Group**

\_\_\_\_\_

**Information Updated on:** \_\_\_\_\_

**Group Roster as of** \_\_\_\_\_:

| <b>Name</b> | <b>Address</b> | <b>Phone</b> | <b>Email</b> |
|-------------|----------------|--------------|--------------|
|             |                |              |              |
|             |                |              |              |

**Group created by:** \_\_\_\_\_ **GROUP** (on x/x/xxxx)

**Membership:** \_\_\_\_\_ number full members  
\_\_\_\_\_ number alternate members

**Terms:** \_\_\_\_\_-year staggered terms

**Associated Town Department:** \_\_\_\_\_

**Minutes Archived on Network:** \_\_\_\_\_

**Meeting Minutes Posted on Web by:** \_\_\_\_\_

**Charge:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Excerpts of Board of Selectmen's meeting minutes regarding GROUP:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Appendix C – Non-Public Session (NPS) Procedures**

There are extremely specific State Statute requirements regarding what few types of discussions are allowed to take place in non-public session. It is mandatory that non-public sessions are ONLY undertaken for one or more of the following reasons (definitions shorted, please see cited Statute for full details):

- **Non-Public Session (RSA 91-A:3, II(a)) – Personnel.** Discussion of dismissing, promoting, or compensating a public employee (used for performance reviews).
- **Non-Public Session (RSA 91-A:3, II(b)) – Personnel.** Discussion of hiring a public employee.
- **Non-Public Session (RSA 91-A:3, II(c)) – Reputation.** Discussion of anything that could damage the reputation of someone, except that the Board of Selectmen cannot enter NPS to discuss the reputation of one of its members. If a discussion needs to take place that could potentially damage a member of the group, or the group itself it needs to take place out in public session. If you think there is the potential that you need to go this route, please contact the Administration Department for guidance sooner rather than later.
- **Non-Public Session (RSA 91-A:3, II(d)) – Land Acquisition.** Discussion of buying or selling of land by the town or a group.
- **Non-Public Session (RSA 91-A:3, II(e)) – Legal.** Discussion of pending lawsuits or claims that have been filed, or threatened to file, in writing against the group or any member of the group in direct relation to their being a member of the group, until it is fully and finally settled. Having a discussion with Town Counsel or other lawyer regarding anything other than a filed or threatened suit CANNOT be discussed in non-public session, no exceptions. If a discussion needs to take place with Town Counsel or any other lawyer it needs to take place in a non-meeting, which is something completely different. If you think there is the potential that you need to go this route, please contact the Administration Department for guidance sooner rather than later.
- **Non-Public Session (RSA 91-A:3, II(f - h))** – not applicable to Milford groups.
- **Non-Public Session (RSA 91-A:3, II(i)) – Emergency Preparedness.** Discussions of preparing for a situation where people or properties are in peril.

### **I. Entering Non-Public Session**

- Mandatory - A motion shall be made to go into non-public session and the motion shall state which of the above sections the NPS pertains to (i.e., “I make a motion to enter into non-public session to discuss a land acquisition matter per NH RSA 91-A:3, II(d)”).
- Mandatory - Each member casts their vote on the motion and if the majority is in favor, the group goes into NPS.
- Mandatory - If members of the public are present at the meeting when a motion is made to enter non-public session, the members of the public need to leave the meeting space once the motion to enter NPS has been approved. Aside from voting members of the group, the only people allowed to remain are those deemed necessary for the discussion by the group. If a group utilizes a meeting transcriptionist consideration should be given if that person should be excused from the NPS (in which case a member of the group would take the necessary minutes in their absence).
- Mandatory – The minutes shall reflect who made the motion to enter NPS and who seconded the motion, and either state that the vote was unanimous, or list who was and was not in favor.
- Optional, but strongly encouraged – If the group is aware that a NPS will take place at an upcoming meeting, the NPS session should be announced as a notice for the upcoming meeting, and it should cite the specific reason as listed above.



- Optional, but strongly encouraged – If members of the public are generally present a group’s meeting, and if a NPS is anticipated at an upcoming meeting, consideration should be given to having the NPS either at the very beginning or the very end of the meeting so that the public is inconvenienced as little as possible.
- Optional, but strongly encouraged – If there is public present and the group will be going back into public session once they have exited NPS, the chair should give members of the public a general idea of how long the discussion is anticipated to take.
- Optional, but strongly encouraged - The minutes should state what time the motions to enter and leave NPS were made.

**II. Once in Non-Public Session:**

- Mandatory – While in NPS, if decisions are made or actions are approved, those decisions or actions must be tracked and noted during the NPS. Once NPS is exited, it is required that the decisions or actions be specifically stated and included in the meeting minutes. (Care must be taken not to divulge confidential information that formed the basis for entering NPS.)
- Mandatory – Once the NPS discussion concludes a motion shall be made and seconded to exit the NPS.
- Optional, but strongly encouraged – Every effort should be made to ensure that NPS discussion is not inadvertently overheard by anyone other than those participating in the non-public discussion.
- Optional, but strongly encouraged – Candid discussion is productive and encouraged, however care should be taken to maintain civil discourse that is respectful of all group members. Many of the reasons that necessitate non-public session inadvertently lend themselves to lively debate and once the public is not present, it can unintentionally increase the intensity of the discussion. If it is anticipated that the discussion could get heated once in non-public session the chair should remind the members present that mutual respect is imperative to a productive outcome. The Chair also needs to maintain control of the discussion to ensure that the discussion stays focused on non-public information and that public session information is not discussed in non-public session.
- Optional, but strongly encouraged – Once the discussion of the main topic is finished, the group should discuss how they would like the minutes of the non-public session handled (see minutes options below).

**III. Exiting non-public session:**

- Mandatory – Once the group has left non-public session the chair should announce that a discussion regarding the specific statutorily-cited reason took place. Any decisions that were made should be noted, and any associated announcements shall be made (i.e., “While the group was in non-public session to discuss a land acquisition matter per NH RSA 91-A:3, II(d), the group voted to accept the offered price on the property, and we are announcing that the group will be purchasing Map X/Lot Y – otherwise known as the NAME property”).
- Optional, though encouraged – If there were public participants at the meeting prior to the group going into NPS, once the group has exited NPS an effort should be made to notify the public participants in the immediate area outside the meeting space that the NPS is concluded and the group will be going back into public session.

**IV. Minutes of Non-Public Session (please also see Appendix D – NPS Minutes Checklist):**

- Mandatory – Minutes of NPS must include the referenced Statutory citation that the NPS was for (see list above), who motioned to go into NPS, who seconded, whether or not all were in favor, a tally of votes to enter NPS, who motioned to come out of NPS, who seconded, what decisions were made, if any, and what announcements were made, if any, (please see below example):

“Member X motioned to enter into non-public session at 0:00 p.m. [optional to include time] in accordance with RSA 91:A3(d) to discuss a

matter regarding land acquisition. Member Y seconded. All were in favor. Motion passed ##.

Upon exiting from non-public session Member X announced that while in non-public session the group discussed a land acquisition matter per NH RSA 91-A:3, II(d), the group voted to accept the offered price on the property, and the group would like to announce that the group will be purchasing Map X/Lot Y – otherwise known as the NAME property. No other decisions were made. No other votes were taken. Member X motioned to seal the minutes of this non-public session. Member Y seconded. All were in favor. Motion passed ## [optional to seal the minutes].

- Mandatory – NPS minutes (if unsealed, as above), must be available for public inspection within 72 hours of the meeting. It is acceptable that the minutes be released in draft form to the public, and no statutorily set timeline is needed to have them approved.
- Optional, though encouraged – If the time was noted when the group entered into NPS the minutes should reflect it.
- Optional – If the group desires to have longer minutes kept than the above, but do not wish to have them viewable by the public, the group has the option to seal the minutes (see above for what the minutes need to contain if the group wishes to go this route). Sealing the minutes would be done in circumstances where greater detail is needed for future reference, but those greater details would have the potential to be detrimental if released to the public in the present day.

Using the context of the fictional situation mentioned above, let us say that the group while in that NPS has discussed several offers on several different properties all of which had potential to meet the need. They discussed each parcel in addition to the price they were willing to pay for each property. At the conclusion of the discussion, it was decided that the NAME property was the best overall fit. If at some point in the near future the deal on the NAME property fell through, there would be benefit to have detailed minutes of the discussion that included, what the group's second choice was, and the applicable price they were willing to pay, etc. If that detail on the second choice were to be made public and the NAME property deal had fallen through, it would give the owner of the second choice an unfair advantage during negotiations.

If the minutes are sealed the transcriptionist types them up as is the usual course, but seals the hard copies of the drafts to only be reviewed by the group at the meeting where the minutes are considered for approval. At that meeting the group would go into NPS to review the NPS minutes of the previous meeting (see below for minute's language – those paragraphs would go directly below the ones exemplified above if the group had reviewed NPS minutes from a previous meeting while in that NPS). The group reads the drafts in NPS and amends or approves the minutes. Once approved the minutes are literally sealed in an envelope with the date, who was present in the NPS, and the applicable references state statute. That sealed envelope is then stored in the same place that non-sealed minutes of the group are stored. Example of sealed minutes contents:

Member X motioned to approve the non-public minutes of DATE (land acquisition) as presented. Member Y seconded. All were in favor. Motion passed ##.

Member X motioned moved to seal the non-public minutes of DATE (land acquisition). Member Y seconded. All were in favor. Motion passed ##.

Those minutes will then remain sealed forever, literally, or until such time that the group votes to unseal them, or they are opened by Town Counsel (the only person who can unseal minutes without the group needing to approve their unsealing).

**Appendix D – Non-Public Session (NPS) Minutes Checklist**

**Nonpublic Session Minutes  
[INSERT NAME OF TOWN AND BOARD]**

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

**Members Present:** [board member name] \_\_\_\_  
[board member name] \_\_\_\_  
[board member name] \_\_\_\_  
[board member name] \_\_\_\_  
[board member name] \_\_\_\_

**Motion to enter Nonpublic Session** made by \_\_\_\_\_ seconded by \_\_\_\_\_

**Specific Statutory Reason** cited as foundation for the nonpublic session:

\_\_\_\_\_ RSA 91-A:3, II (a) *The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, **unless** the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.*

\_\_\_\_\_ RSA 91-A:3, II(b) *The hiring of any person as a public employee.*

\_\_\_\_\_ RSA 91-A:3, II(c) *Matters which, if discussed in public, would likely affect adversely the reputation of any person, **other than a member of this board**, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver of a fee, fine or other levy, if based on inability to pay or poverty of the applicant.*

\_\_\_\_\_ RSA 91-A:3, II(d) *Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.*

\_\_\_\_\_ RSA 91-A:3, II(e) *Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against this board or any subdivision thereof, or against any member thereof because of his or her membership therein, until the claim or litigation has been fully adjudicated or otherwise settled*

\_\_\_\_\_ RSA 91-A:3, II(i) *Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.*

**Roll Call vote** to enter nonpublic session:

|        |   |   |
|--------|---|---|
| [name] | Y | N |
| [name] | Y | N |
| [name] | Y | N |
| [name] | Y | N |
| [name] | Y | N |

**Remove public meeting tape** (if applicable).

**Entered nonpublic session** at \_\_\_\_\_ a.m./p.m.

Other \_\_\_\_\_ persons \_\_\_\_\_ present \_\_\_\_\_ during \_\_\_\_\_ nonpublic session: \_\_\_\_\_

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

Description of matters discussed and final decisions made:

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

**Note:** Under RSA 91-A:3, III. *Minutes of proceedings in nonpublic sessions shall be kept and the record of all actions shall be promptly made available for public inspection, except as provided in this section. Minutes and decisions reached in nonpublic session shall be publicly disclosed within 72 hours of the meeting, unless, by recorded vote of 2/3 of the members present, it is determined that divulgence of the information likely would affect adversely the reputation of any person **other than a member of this board**, or render the proposed action of the board ineffective, or pertain to terrorism. In the event of such circumstances, information may be withheld until, in the opinion of a majority of members, the aforesaid circumstances no longer apply.*

**Motion made to seal these minutes?** If so, motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, because it is determined that divulgence of this information likely would...

\_\_\_\_\_ Affect adversely the reputation of any person other than a member of this board

\_\_\_\_\_ Render a proposed action ineffective

\_\_\_\_\_ Pertains to preparation or carrying out of actions regarding terrorism

|  |        |   |   |
|--|--------|---|---|
| <b>Roll Call Vote to seal minutes:</b> | [name] | Y | N |
|  | [name] | Y | N |
|  | [name] | Y | N |
|  | [name] | Y | N |
|  | [name] | Y | N |

**Motion: PASSED / DID NOT PASS** (circle one)

**Motion to leave nonpublic session** and return to public session by \_\_\_\_\_, seconded by \_\_\_\_\_.

**Motion: PASSED / DID NOT PASS** (circle one)

**Nonpublic meeting tape removed, public meeting tape replaced** (if applicable).

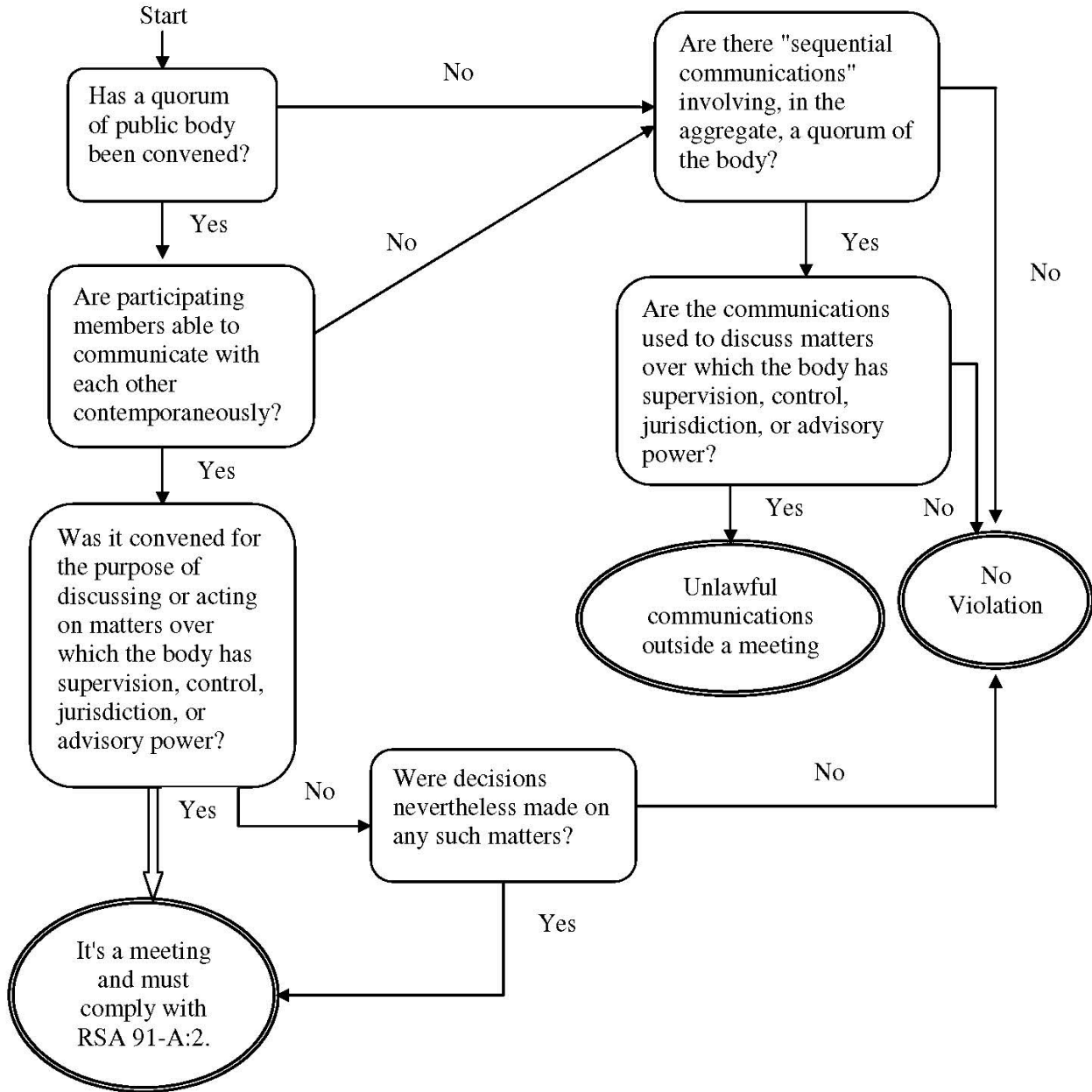
**Public session reconvened** at \_\_\_\_\_ a.m./p.m.

**These minutes recorded by:** \_\_\_\_\_

## Appendix E – ‘Is it a Meeting?’ Flowchart

### Is It a Meeting?

Use this flow chart to determine whether communications among members of a public body constitute a meeting subject to the Right to Know Law, or, if they do not constitute a meeting, whether they are unlawful communications outside a meeting.



New Hampshire Local Government Center, 10/08

## **Appendix F – Selectmen Representatives**

### **BOS Representatives on 2018 - 2019 Committees, Commissions, Boards, & Organizations**

- 
- 
- Conservation Commission (2<sup>nd</sup> Thursday, 7:00 p.m., Town Hall, BOS Room) - Selectman Dudziak
  - Economic Development Advisory Committee (Varied) – Selectman Dargie
  - Granite Town Media (Formerly PEG Access) Advisory Committee (3<sup>rd</sup> Thursday, 6:00 p.m., Library) - Selectman Federico
  - Heritage Commission (2<sup>nd</sup> Wednesday, 7:00 p.m., Library) – Selectman Daniels
  - Joint Loss Management Committee (quarterly, 2<sup>nd</sup> Tuesday (March, June, September, and December), 9:00 a.m., Police Facility, Community Room) - Selectman Putnam
  - Library Trustees (3<sup>rd</sup> Tuesday, 7:00 p.m., Library) – Selectman Dudziak
  - NHMA (Varied) – Administrator Bender
  - MACC Base (2<sup>nd</sup> Wednesday, 6:00 p.m., Town Hall, MACC Base Offices) - Selectman Putnam
  - Planning Board (1<sup>st</sup> & 4<sup>th</sup> Tuesdays, 6:30 p.m., Town Hall, BOS Room) - Selectman Federico, Selectman Dargie (Alternate)
  - Recreation Commission (2<sup>nd</sup> Wednesday, 7:00 p.m., Town Hall, BOS Room) – Selectman Dargie
  - Recycling/Solid Waste Committee (3<sup>rd</sup> Tuesday, 6:30 p.m. – Selectman Daniels
  - Tax Increment Finance District (Varied) - Selectman Dargie
  - Traffic Safety Committee (Varied as items are sent for consideration, Police Facility, Community Room, 19 Garden Street) - Selectman Daniels
  - Zoning Board of Appeals (1<sup>st</sup> & 3<sup>rd</sup> Thursdays, 7:00 p.m., Town Hall, BOS Room) – Selectman Dudziak
  - Manifest Sign Off (available Thursdays after 4:30 pm through Mondays before 7:00 am) – Selectmen Dargie & Selectmen Putnam (Alternate)
  - Payroll Sign Off (available every other week Wednesdays after 3:00 pm through Thursdays before 9:00 am) – Selectmen Putnam & Selectman Federico (Alternate)



# Personnel Use of Town Vehicles

**Policy applies to:** All Department Heads, Staff, Boards

**Approved:** August 24, 2015

**Amended:** (Revised 10/23/23)

**1. Authority and Purpose**

The Board of Selectmen adopted this policy to facilitate efficient and consistent administration of the personnel use of Town Vehicles.

**2. Policy.**

Town vehicles may be taken home by the Police Chief, Fire Chief, Ambulance Director and DPW Director, if those personnel live in town and are on call. Town vehicles may be taken home by other town employees if there is a compelling business reason and this reason has been pre-approved by the Town Administrator or their designee. The use under this section is expected to be infrequent.

Town vehicles shall not be used for personal use.

The Town Administrator shall be responsible for ensuring that all personnel who take town vehicles home are aware of the tenets of this policy.

Amended on 10/23/23                      Approved on \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
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TOWN OF MILFORD BOARD OF SELECTMEN POLICY NO. 2024-01

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**TO :** ALL DEPARTMENT HEADS, BOARDS, COMMISSIONS, COMMITTEES

**FROM:** LINCOLN DALEY, TOWN ADMINISTRATOR

**SUBJ :** GRANT APPLICATION PROCEDURE - POLICY NO. ~~2020-0014-01~~2024-01

**DATE:** MARCH 11, 2024

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At their meeting on Monday, (Day), (Month), the Milford Board of Selectmen adopted the following Policy concerning the procedure to be followed for the application of a Federal, State or other Grants as follows:

**POLICY:**

1. Any entity under the jurisdiction of the Board of Selectmen can not apply for any grant involving (1) financial match/commitment, (2) creation of new position and/or addition of an employee, and (3) requiring Board recommendation/letter of support, unless a submittal request is made in advance to the Board of Selectmen for authorization to apply for said grant. This submittal should outline all of the cost issues relating to the grant such as current match required during the period of the grant and all future obligations that the Town could incur as a result of said grant. The Board of Selectmen will then review this information and vote on whether or not they desire to have the grant applied for.
2. After the grant is applied for, the administrative and financial aspects of the grant will be “managed” by the Town Administrator and the Finance Director and will be coordinated with the lead person from each respective department.

~~repealed~~Repealed on 11/27/2023

Approved on \_\_\_\_\_

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Chairman

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Vice Chairman

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**EFFECTIVE DATE:** \_\_\_\_\_

9 APPROVAL OF FINAL MINUTES

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

February 26, 2024

|                 |                              |  |
|-----------------|------------------------------|--|
| <b>PRESENT:</b> | Gary Daniels, Chairman       | Lincoln Daley, Town Administrator ZOOM |
|                 | Chris Labonte, Vice Chairman | Tina Philbrick, Executive Assistant    |
|                 | Paul Dargie, Member          |  |
|                 | Tim Finan, Member            |  |
|                 | Dave Freel, Member           |  |

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

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

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

**5:30 p.m. – Approval of Souhegan Valley Boys and Girls Club 5 K race – Holly Bly, Director of Development.**

The Souhegan Valley Boys & Girls Club would like to host a 5K on Saturday October 12th, 2024. They provided a map of the route. They are expecting between 100 and 200 runners. They already discussed this with the Police Department and they will have about 15 volunteers helping at turns and crossing. They expect to start at 9:00 and be done by 11:30.

Ms. Bly and the Board discussed the route. Captain Frye will discuss the route with the Amherst Police Department.

**Selectman Freel move to approve the Souhegan Valley Boys and Girls Club 5 K race for October 12, 2024. Seconded by Selectman Labonte. All were in favor. The motion passed 5/0.**

**5:45 p.m. – Vachon Clukay 2022 Audit Review – Jarad Vartanian**

Jarad Vartanian provided an overview of the 2022 Milford Town Audit. According to their opinion, the Town of Milford complied, in all material respects, with compliance requirements. They encountered no significant difficulties in dealing with management in performing and completing their audit. The Town remains in a solid position.

Lynn Coakley, Library Trustee Treasurer, clarified that the general fund adjustments to the library expendable trust amount and fair value were for accounting purposes only and don't impact the actual value of the funds. Mr. Vartanian said correct.

Katherine Kokko, a Milford resident, asked to what extent does the auditor look at compliance to the state law as it pertains to the co-mingling of funds. Mr. Vartanian explained the process. The co-mingling of funds doesn't prohibit pooled cash.

**Selectman Freel move to approve the 2024 Vachon Claukay 2022 Audit Report. Seconded by Selectman Finan. All were in favor. The motion passed 5/0.**

**6:15 p.m. - Milford Emergency Operations Plan – Fire Chief, Ken Flaherty**

Captain Flaherty submitted the Milford Emergency Operations Plan for the Boards review several weeks ago. Tonight's meeting is to answer any additional questions and finalize the submittal. Any changes will need to come before the Board.

**Selectman Labonte move to approve the Milford Emergency Operations Plan. Seconded by Selectman Dargie. All were in favor. The motion passed 5/0.**

**3. PUBLIC COMMENTS (items not on the agenda) –**

56 Ms. Kokko previously asked the Town Administrator about our NHMA dues and how we are in compliance with  
57 RSA 15-5, and hasn't receive a response yet. Administrator Daley said they would have a response by the end of  
58 the week.

59  
60 Michael Casey, a Milford resident, asked for clarification on the maintenance that has been occurring on Foster  
61 Road that isn't being done by the town, but private citizens. Administrator Daley said there has been activity on  
62 Foster Road and he has been in contact with the Police Department to understand the extent of it and take appro-  
63 priate action to discover who the people are and make an effort to stop their activity out there.  
64

#### 65 4. DECISIONS

##### 66 a. CONSENT CALENDAR

67 1. Approval of reimbursement from the NH Fish and Game Small Grant Program Habitat Restoration to the Mil-  
68 ford Conservation Commission - \$4,000.

69 2. Approval of donations to the Granite Town Rail Trail Revolving Fund:

- 70 • 2024 Ghost Trail Rail Trail Race registrations - \$51,457 (half goes to Brookline Conservation.
- 71 • Remaining monies from an Eagle Scout project from Leeman Hunter - \$157.00.
- 72 • Donation from a sponsor for the 2024 Ghost Train Races - \$250.00

73 3. Approval of Annual Parade Permits

- 74 • Memorial Day – Monday, May 27, 2024
- 75 • Labor Day – Monday, September 2, 2024
- 76 • Veterans Day – Monday, November 11, 2024

77 4. Approval to re-appoint Bethany Haerinck and Patricia Nickerson as full members to the Recreation Commission  
78 with terms expiring 2027.

79 5. Approval to re-appoint David Wheeler and Jason Plourde to the Traffic Safety Committee with terms expiring  
80 2027.

81 6. Approval to hold the 35th Annual Milford Pumpkin Festival Scheduled for October 11, 12, and 13, 2024.

82 7. Approval of Property Tax Waiver Request for 429 Mason Road.

83 8. Approval of Light of the World Christian Church Annual Good Friday Crosswalk – March 29, 2024.  
84

85 **Selectman Finan made a motion to approve the consent calendar. Seconded by Selectman Dargie. All were**  
86 **in favor. The motion passed 5/0.**

##### 87 88 b. OTHER DECISIONS

##### 89 1. Budget Transfer Request – Contractual Buildings

90 Paul Calabria that is crossing funds. It is taking money from the general fund and placing it into a non-lapsing  
91 fund.

92  
93 **Selectman Freel made a motion to the Budget Transfer Request – Contractual Buildings. Seconded by**  
94 **Selectman Labonte. All were in favor. The motion passed 5/0.**

##### 95 96 5. TOWN STATUS REPORT –

##### 97 1. McLane and Goldman Dam Feasibility Study Update

98 Town Staff met with NH Department of Environmental Services (NHDES) and the New England Water Infra-  
99 structure Network to explore funding opportunities to update the 2014 Feasibility Study for the Removal of the  
100 McLane and Goldman Dams and future funding for the actual removal of the dams. A pre-application needs to be  
101 submitted to NH DES by June 2024 seeking funding to update the feasibility study. The aim of the study would  
102 not to decide on removing or retaining these dams, but to provide updated information and facts for consideration  
103 by the Town. A full presentation will be provided to the Board of Selectmen on March 25, 2024.  
104

105 David Palance, a Milford resident, said we already did a Dam removal study in 2014, why should we do it again.  
106 Administrator Daley said there is funding to update the study and assessing the Dams are very important. This is  
107 a precursor to move forward to potentially remove the dams.

108 **2. Milford Master Plan Update**

109 Master Plan Update is scheduled to begin in late March, early April. Scope of work and forecasted timelines are  
110 currently being reviewed. The Community Development Office and the Planning Board are seeking additional  
111 vested individuals to volunteer to be on the Master Plan Advisory Committee. Members of Committee will play  
112 an essential role in the facilitation and development of the Master Plan. Please contact Terrey Dolan at in the  
113 Community Development Office.

114  
115 Mr. Palance ask when will the people involved in the Master Plan reach out to the committees associated with the  
116 Master Plan. Administrator Daley said this is a 20-month long process and there will be many opportunities with  
117 engagement.

118  
119 **3. Municipal Payroll Services**

120 Staff is still exploring opportunities to outsource payroll services with limited human resource administrative  
121 functions to a third-party company. Our current contract expires December 2025.

122  
123 Selectman Freel asked if we have and cost yet from other payroll services. Administrator Daley said yes and they  
124 rang from \$30,000 to \$60,000 in services and there may be some savings.

125  
126 There was additional discussion about the types of services needed.

127  
128 **4. Milford Community Power/Standard Power Program**

129 Milford Community Power rates will become effect March 1<sup>st</sup> and will provide stable rates for 20 months, from  
130 March 2024 to November 2025, and three options with more renewable energy for electricity customers up to  
131 100%. Please visit [www.MilfordCommunityPower.com](http://www.MilfordCommunityPower.com) for more information on the program.

132  
133 On February 13th, the Town received a letter from the Department of Energy citing a formal complaint involving  
134 the Milford's Community Power Aggregation plan and upcoming enrollment for residents and businesses. The  
135 complaint involves the timing of March program start date and when the rates for the Town's Community Power  
136 Plan were established and default rate offered by Eversource. The Town in consultation with Counsel and Standard  
137 Power, issued a response letter to the Department of Energy on February 23rd disputing the complaint. We antic-  
138 ipate a quick resolution.

139  
140 **5. New Town Staff Additions**

141 We would like to welcome two new employees to Milford. Camille Pattison and Susan Mallett.

142  
143 Ms. Pattison will join Milford as the new Community Development Director and brings many years of regional  
144 planning and managerial experience to the Department. She most recently served as the Assistant Director of the  
145 Nashua Regional Planning Commission.

146  
147 Ms. Mallett will be succeeding Tina Philbrick as the Town Administrator/ Board of Selectmen Executive Assistant  
148 who will be retiring after 11 years at the end of the month. Ms. Mallett brings many years of municipal and private  
149 administrative support and experience to Milford. Prior to Milford, Ms. Mallett was the Land Use Coordinator for  
150 the Town of New Ipswich and served in many executive assistant capacities for IBM.

151  
152 Administrator Daley said he received comments back from NH Fish and Game on the AoT permit. He will be  
153 meeting with our consultant and NH Fish and Game over the next week and should be able to finalize this by the  
154 end of March.

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**6. 2024 Town Administrator and Staff Goals & Objectives**

Administrator Daley presented his goals and objectives for 2024 after meeting with Department Heads. He will bring this back after the Town vote.

**7. Board, Commission, Committee Volunteers**

The Town is actively seeking volunteers to serve on various boards, commissions, and committees. The following is a list of current vacancies:

|                                       |  |
|---------------------------------------|--|
| Zoning Board of Adjustments           | 2 alternate positions  |
| Conservation Commission               | 2 alternate positions  |
| Economic Development Advisory Council | TBD (January 2024) (looking for residents and business owners) |
| Recycling Committee                   | 1 full-time position and 2 alternates                          |
| Planning Board                        | 2 alternate positions  |

Volunteer applications can be found on the town’s website.

**6. SELECTMEN’S REPORTS/DISCUSSIONS 1:28**

**1. Policy Review**

**2000-08 Grant Application Procedure**

Chairman Daniels explained that this policy was amended on February 12, but after further review, we realized that this policy had previously been rescinded in 2023. Tina Philbrick said she copied the wrong file and presented this policy to the Board at their last meeting at which time they discussed it for another half hour not realizing it was rescinded. He asked if the Board wanted to keep it as a repealed policy or amend it with the changes suggested at the last meeting.

Selectman Labonte said it was repealed 4/1 and he was the one in favor of keeping it so he’s in favor of bringing the policy back because he felt that they had a good discussion about it at the last meeting. Selectman Finan said they should wait a year before making changes if the Board already made a decision and not bring things back every couple of months.

Selectman Dargie was in favor of repealing it all along. There was no vote to make changes at the last meeting. It was left up to the Town Administrator to change the wording. Administrator Daley said he didn’t make any changes due to the discrepancy about the repealed policy.

There was additional discussion about grants and what needs to go before the Board. Ms. Kokko felt that the grant discussion at the last meeting was very productive with good guidelines. If it’s not voted in now, at least keep the notes for the next time the grant policy is discussed.

**Selectman Labonte made a motion to have the Town Administrator update the policy 2000-08 Grant Application Procedure and bring it back at the next Board meeting. Seconded by Selectman Freel. All were in favor. The motion passed 5/0.**

**2003-01 – Procedure to be followed in the establishment of New Positions**

Two words were changed and the Board recommended numbering the paragraphs instead of using bullets.

**Selectman Freel made a motion to approve policy 2003-01, Procedure to be followed in the establishment of New Positions as amended. Seconded by Selectman Labonte. All were in favor. The motion passed 5/0.**

**2006-02 – Policy on Hiring Process/criminal record check**

Remove the fee amounts to ensure that we don’t have to change it if the fees increase.

206 Selectman Labonte made a motion to amend policy 2006-02, Procedure to be followed in the establishment  
207 of New Positions as amended. Seconded by Selectman Freel. All were in favor. The motion passed 5/0.  
208

209 **2006-03 – Deductions from Salaries for Employees Exempt from Overtime pay requirements (safe harbor**  
210 **policy)**

211 There was some discussion on the interpretation of who should or shouldn't be paid overtime. This policy hasn't  
212 been reviewed by HR yet. Chairman Daniels suggested that HR review this before anymore discussion.  
213

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

215 Recycling is changing the location of their meetings to the Community Development Conference Room. Same  
216 week each month and same time.  
217

218 The Board will be meeting on Monday at 5:00 to discuss the Downtown Improvement Plan.  
219

220 **b) OTHER ITEMS (not on the agenda)**

221 **7. PUBLIC COMMENTS –**

222 **8. APPROVAL OF FINAL MINUTES – February 12, 2024**

223  
224 Selectman Dargie made a motion to approve the final minutes of February 26, 2024 as amended. Seconded  
225 by Selectman Labonte. All were in favor. The motion passed 5/0.  
226

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

228 **11. NOTICES.** Notices were read.  
229

230  
231 **12. NON-PUBLIC SESSION – Selectman Labonte made a motion to go into non-public in accordance with**  
232 **RSA 91-A3, II(a)) Personnel and into non-public personnel (a) and RSA 91-A3, II(e)) Legal. Seconded by**  
233 **Selectman Free. All were in favor. The motion passed 5/0 at 7:47.**  
234

235 **13. ADJOURNMENT: Selectman \_\_\_\_\_ moved to adjourn at \_\_\_\_\_. Seconded by Selectman**  
236 **\_\_\_\_\_. All were in favor. The motion passed 5/0.**  
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242 Gary Daniels, Chairman

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242 Tim Finan, Member

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246 Chris Labonte, Vice-Chairman

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246 Dave Freel, Member

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250 Paul Dargie, Member