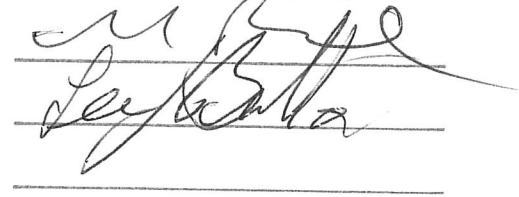


Town of Middleton
Board of Selectmen Meeting
December 27th, 2021

Approved By
Board of Selectmen



Called to order at 6:30pm.

BOS Members present: Joseph Varga, Michael Boisvert, Lee Britton

Pledge Recited.

Signature Action:

Approval of Minutes:

Delayed until next meeting.

Public Comment:

No public comment.

Old Business:

Discussion on ARPA funds including Broadband, road repaving, and Old town Hall parking lot.

Discussion on Employee contribution. Decision was made to have Employee Contribution added as a town warrant article to be voted on by the town. Draft of warrant article is written as: "To see if the town will vote to increase the Employee Contribution to Healthcare costs to 35%, increase equals over the next 5 years."

New Business:

Mackenzie Brisson, Planning Board- Contract from Municipal Resources, Inc. for Master Plan was presented to the Board, please see attached for contract. Discussion over contract was had. Board declined contract due to unappropriated funds.

Christine Maynard- Not present. Board presented Petition for Warrant Article that was submitted by C. Maynard. Please see attached.

Budget Discussion- Board presented proposed draft warrant articles # 7-17. Please see attached. Budget was discussed. Selectman Varga motions to table budget discussion. Selectman Boisvert seconds. All in favor. Discussion tabled due to needing more information.

Public Comment:

J. Keegan asks when considering the insurance increase, he's assuming it's a small number of employees two departments probably. Did you take into consideration if there is no contribute for a retirement program and the other one there is, but you would still expect both departments to pay the same amount. Selectman Boisvert states anyone that is using that service that the town is offering, yes. J. Keegan asks do you think that's fair. Selectman Boisvert asks to increase the healthcare costs that's every growing for the town. J. Keegan states you are talking about benefit package that the tax payers are paying. Selectman Boisvert states that is not the full benefit package and it's not us making the decision we made it a warrant article so that the town residents can make the decision. We are just putting out the warrant article to see how they would like to vote on it. Selectman Varga states and that number can change at town meeting they could increase it or they could decrease it, that is going to be up to the town or it can be a no vote. Selectman Varga states personally he dislikes it, but business side he doesn't know a business that is not doing it currently, and business wise he gets it. R. Tufts-Keegan states the teachers increased 3%, but also got a 3% raise to off set it and that was publicly stated. J. Keegan states after asked to cut Highway budget, they tried their hardest and didn't even ask for a raise, if this was discussed before hand they would have considered asking for a raise. J. Keegan ask Board about Highway truck and is hoping for a check this week to pay for it before the end of the year. Selectman Varga states we encumbered the expense, we have an invoice for it. We can wait to pay for the vehicle when it arrives because it is encumbered into the 2021 expenditures, because we have the invoice on file. The payment is due when the truck has arrived. Would hate to pay the truck ahead of time since we have a down payment on the truck of \$40,000. J. Keegan states we don't have a down payment until we give them the title to the truck. Selectman Varga states the way the invoice is written it is on there, so we need to get him the title to get the trade. We will pay out the rest when the truck arrives. Danger is if the truck is pushed back too far past its expected arrival date our audit for 2021 could cause some problems. R. Tufts-Keegan asks what the remaining amount for the truck. J. Keegan states \$47,000. J. Keegan states salt we just ordered 4 loads of salt hopefully to be delivered this week. Once it is all taken care of we will know how many more loads we can get, do you want to fill that up. Selectman Varga states he would like to fill the salt shed with the 2021 budget, so if we can get it by the end of the year, great if not, we will start moving on to next year. J. Keegan states you are fine with whatever it takes to fill it, maybe 4 more loads. Selectman Varga states he thinks that is the right thing to do especially with the increase of salt. The 4 we just got in was around \$10,000. Selectman Boisvert asks where is the \$10,000 from Article 8 coming from. Selectman Varga states my math was they had the amount left, but will have to go back and look at it. Selectman Boisvert states he just didn't know if we had spent the whole budget, if that will effect Article 8. Selectman Varga states it will effect Article 8 if we expend our full budget. A discussion over Highway Block grant, other budget lines, salt and truck was had.

T. Donovan-Laviolette asks has a resignation from the police department happened? Selectman Boisvert states we do not have an official resignation yet. T. Donovan-Laviolette states she knows at the

November 22nd, 2021 meeting the Chief discussed the position that was put out on the 16th. Do the department heads have to have permission from the Selectmen before they put out a position. Selectman Varga answers the way he understands the hiring process is we have overall say at the end, but the department head, the way it has always been done, they went through the selection process and then they present their individual to the board. The only department that I know of that has full out legal rights to hire whoever they want is the Fire Department. T. Donovan-Laviolette states at the November 22nd, 2021 meeting you guys discussed the possibility of a bonus, but there was no vote on anything, is that going to be discussed, because it was in the position advertisement. Selectman Varga states it will be discussed when it gets presented to us to hire. The hire will happen through a meeting. If it is in their budget then they can approve it in their budget, its if its outside of the budget than that is a different story. R. Tufts-Keegan asks Chief Cooper asked at that meeting to use \$2,000 if they could use that towards the bonus, has that decision been made because we are talking about closing this year and if the decision hasn't been made then that money will not be available, or how does that work. Selectman Varga states problem is if we hire an individual after this year it doesn't matter. Basically we have this week to know if we are going to hire one or not, I do not have that information in front of me right now. T. Donovan-Laviolette states you had suggested that the Selectmen possibly be going to \$100 a year, is that in your budget. Selectman Varga states yes. T. Donovan-Laviolette states she went in to ask for the December 13th, 2021 minutes tonight and they were being worked on, as draft ones, so they are well over 5 days per RSA, why is that. Selectman Boisvert states there was sicknesses at the office and people were not there to fulfill to get it done.

M. Brisson asks for clarification you said that you weren't able to make the January 10th, 2022 meeting, so the meeting that you are going to post before then will we have a MRI answer then. Selectman Varga states that would be great because we are going to discuss budget that meeting. My expectation would be sometime mid week next week. That meeting will to just go over the budget, but perceive that as part of the budget discussion.

J. Keegan states we have a Town Ordinance on snow removal. We would like to ask that perhaps for a change we can enforce the Ordinance because it is a safety issue. Discussion on Ordinance was had. Please see attached Ordinance. J. Keegan states we have had a lot of very nice comments and people bringing in some fantastic food over to us and I would just like to say Thank you and how much we appreciate the appreciation.

R. Tufts-Keegan states the last comment is going to be on the warrant article about the benefits, my understanding is and I'm not sure how this works, but two of the benefits we pay for are for two retirees. Do we have to follow the same guidelines to pay for retirees as you do for current active employees. I thought retirees got taken over by the state. That might be something we want to look into.

A. Bowden asks is it possible for me to encumber funds for the equipment that needs to be purchased for the Ambulance to up the ambulance to the medic level. Selectman Varga states yes if you were to order those pieces of equipment right now. A. Bowden states she can't order them right now, we are at a stand still because we need to work out some issues with Med Control with a freeze, so I'm not going to order. Selectman Varga states that is where the problem comes in. A. Bowden states she cannot really talk about it in a public meeting in public session. So I didn't know if there was anyway to encumber the funds so that it comes out of my 2021 medical line. Selectman Varga states this is a tough

situation since there is no invoice even though it was voted on. A. Bowden states she didn't know if there was something we could work through. Selectman Varga states let me think on that and will try to get back to you in the next couple of days.

Selectman Boisvert makes a motion to adjourn the meeting at 7:29pm. Selectman Britton seconds. All in favor.

Respectfully Submitted,

Kara Boisvert, Administrative Assistant Deputy

66 Main Street, Suite B
Plymouth, NH 03264

International Drive
Portsmouth, NH



Telephone: (603) 279-0352
Toll Free: (866) 501-0352

all@mrgov.com
www.mrigov.com

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated December 23, 2020 is to retain professional consulting services for the **Town of Middleton, New Hampshire (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, The Town of Middleton Planning Board and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

MRI planning consultants will collaborate with the Middleton Planning Board to update the Town of Middleton Master Plan. Generally, the scope of work will include those steps identified below:

Data Collection

Public Outreach & Engagement

Prepare Draft of Vision Statements

Prepare Draft Plan

Facilitate Public Information Sessions

Plan Revisions

Public Hearing & Preparation of final document

MRI estimates a start date of early February.

III. FEES AND CHARGES

MRI services will be provided for a **lump sum fee of \$20,000.00**. Items not included in this cost are those expenses typically the responsibility of the Town such as printing, mailings, posters and refreshments (as may be desired for public meetings/work sessions). Any necessary GIS services could be arranged through MRI or contracted directly by the Town. It is estimated those costs would not exceed \$3,000.00.

1. \$5,000.00 upon execution of agreement;
2. \$8,000.00 upon completion of draft;
3. Balance upon completion

IV. MRI PERSONNEL IN CHARGE

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement. Carol Ogilvie will serve as MRI's Project Team Leader, interfacing directly with the Client. Other team members will be assigned as necessary.

V. TIMELINE

It is estimated that this project will take approximately 12 months to complete.

VI. TERM

This agreement shall remain in force and effect through completion of the assignment.

Either party may terminate this Agreement at any time.

THIS CONTRACT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I.

ACCEPTED AND AGREED

THE TOWN OF MIDDLETON

M. E. B., Planning Bld. Chair

Date: _____

MUNICIPAL RESOURCES, INC.

Alan S. Gould

Alan S. Gould, President

Date: _____



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and

- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: _____
Date: _____

Initialed for MRI: ASG
Date: 12/23/20



Petition for Warrant Article



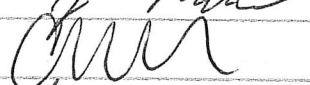


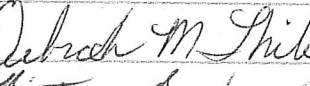
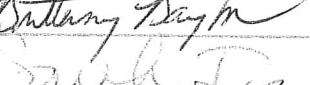


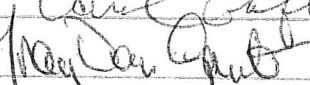
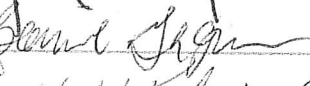




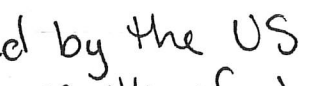
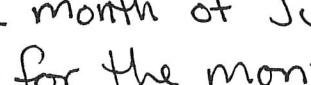
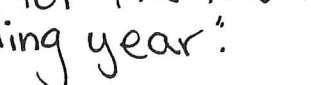
We the undersigned, being registered voters of the town of Middleton, New Hampshire, request the Selectmen to place the following article before the voters for their consideration:

"Shall we adopt the provisions of RSA 32:5-b, and implement a tax cap whereby the governing body (or budget committee) shall not submit a recommended budget that increases the amount to be raised by local taxes, based on the prior fiscal year's actual amount of local taxes raised, by more than the lesser of (a) 2%; or (b) the percentage by which the US Consumer Price Index- All Urban Consumers for the Northeast, published by the US Bureau of Labor Statistics (the "Index") as of the month of July of each year increased, if any, over the Index for the month of July of the immediately-preceding year."

No	Name (Print)	Signature	Address
1.	Christine M. Maynard	<i>Christine M Maynard</i>	30 Karen Rd
2.	John Maynard	<i>John C Maynard</i>	30 Karen Rd. Middleton NH
3.	Lindy Hassan	<i>Lindy Hassan</i>	13 Dowling Dr. Middleton
4.	Arthur Hassan	<i>Arthur Hassan</i>	13 Dowling Dr. Middleton NH
5.	Steven Porfido	<i>Steven Porfido</i>	11 Dowling Dr Middleton NH
6.	James Porfido	<i>James Porfido</i>	11 Dowling Dr Middleton NH
7.	Christine Bartlett	<i>Christine Bartlett</i>	16 Maple Rd, Middleton
8.	Sheila Stuart	<i>Sheila Stuart</i>	16 Sunrise Dr Middleton
9.	Donald Stuart	<i>DONALD STUART</i>	16 Sunrise Dr Middleton
10.	Kevin Koensig	<i>KEVIN KOENSIG</i>	7 AUCLAIR RD MIDDLETON, NH
11.	Lathrine Beaupre	<i>LATHRINE BEAUPRE</i>	7 AUCLAIR RD MIDDLETON NH

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12.	Jill A Brown		310 Pinkham Rd, Middleton
13.	Kevin Bowdridge		310 Pinkham Rd, Middleton
14.	Joseph Melanson		87 Pheasant Dr, Middleton
15.	Cassandra Melanson		87 Pheasant Dr, Middleton
16.	Jessica Melanson		95 Pheasant Dr, Middleton
17.	Leonard Melanson		684 RT 153 Middleton
18.	Ma + Russo		24 Gary Rd Middleton
19.	Deborah Thibeault		57 Lakeshore Dr. Middleton
20.	Brittany Baylor		57 Lakeshore Dr. Middleton
21.	Sarah Ferrazzani		72 Avonair Rd Middleton
22.	Elaine Scholtz		11 Lakeshore Dr.
23.	Tony Tanguay		25 Karen Rd.
24.	Carol Gaffney		11 Karen Rd
25.	Tracy Donovan-Boordite		104 Partridge Dr
26.	Bonnie Gagnon		43 Dudley Dr
27.	JANET M. TALAR		30 Dudley Dr.
28.	Joseph A. Varga		110 Pleasant Valley Rd
29.	David Dufresne		38 Pinkham Rd. Middleton
30.			
31.			
32.			

The Northeast, published by the US Bureau of Labor Statistics (the "Index") as of the month of July of each year increased, if any, over the Index for the month of July of the immediately-preceding year:

Article 7: To see if the Town will vote to raise and appropriate the sum of two hundred thousand dollars (\$200,000) for the purpose of road construction and paving of various roads in town. This is a non-lapsing appropriation pursuant to RSA 32:7 VI and will not lapse until December 31,2026, whichever is sooner. (Majority Vote Required)

Article 8: To see if the Town will vote to raise and appropriate the sum of Ten thousand dollars (\$ 10,000) to be added to the Highway Department Vehicle Capital Reserve Fund, with said funds to come from the unexpended fund balance as of December 31, 2020. This amount represents part of the difference between funds appropriated to the Highway Department for 2021 and the amount spent. (Majority Vote Required)

Article 09: To see if the Town will vote to raise and appropriate the sum of ten thousand dollars (\$10,000) to be added to the Reevaluation Capital Reserve Fund.
(Majority Vote Required)

Article 10: To see if the Town will vote to raise and appropriate the sum of five thousand dollars (\$5,000) to be added to the Self-Contained Breathing Apparatus Capital Reserve Fund. (Majority Vote Required)

Article 11: To see if the Town will vote to raise and appropriate the sum of one thousand dollars (\$1,000) to be added to the Natural or Man-Made Disasters Capital Reserve Fund.
(Majority Vote Required)

Article 12: To see if the Town will vote to raise and appropriate the sum of twenty thousand dollars (\$20,000) to be placed in the Fire Department Replacement Vehicle Capital Reserve Fund. (Majority Vote Required)

Article 13: To see if the Town will vote to raise and appropriate the sum of ten thousand dollars (\$10,000) to be placed in the Public Safety Complex Capital Reserve Fund.
(Majority Vote Required)

Article 14: To see if the Town will vote to raise and appropriate the sum of Fifty-Five thousand dollars (\$55,000) to purchase new radio equipment for the Fire Department, with said funds to come from the unassigned fund balance. (Majority Vote Required)

Article 15: To see if the Town will vote to raise and appropriate the sum of Thirty thousand dollars (\$30,000) to purchase seven (7) sets of Fire Fighter Protective Clothing, commonly referred to as Turnout Gear, for the Fire Department, with said funds to come from the unassigned fund balance. (Majority Vote Required)

Article 16: To see if the Town will vote to raise and appropriate the sum of Twenty-Five thousand dollars (\$25,000) to hire Municipal Resources Inc. (MRI) for assistance in the development of the Town of Middleton Master Plan, Capital Improvement Plan, and Impact Fee study, with said funds to come from the unassigned fund balance. (Majority Vote Required)

Article 17: To see if the Town will vote to raise and appropriate the sum of Two Hundred Thirty-Five thousand dollars (\$235,000) to complete the renovation to the Old Town Hall, Fire Department, and Highway Building parking lots, with said funds to come from the unassigned fund balance. (Majority Vote Required)



Middleton Police Department



182 Kings Highway, Middleton, NH 03887

Greg Cooper
Chief of Police

Dispatch 473-8288 Office: 473-8548 Fax: 473-8204

WARNING TOWN ORDINANCE VIOLATION: Snow Removal

You are receiving this notice of a WARNING in reference to violating a Middleton Town Ordinance. Town Ordinance: Obstruction of Class V Highways, prohibits the parking of vehicles on *"Any public Town Road for any substantial time of the day or night."*

The Ordinance also incorporates snow obstructions. This section reads, *"No person shall deposit any substantial quantity of snow on any Class V Road in the Town of Middleton, either in the compact area of the Town of the rural area, by virtue of plowing an individual driveway and depositing snow in the road or by any other method."*

You are receiving this WARNING because you have violated a part of this Ordinance. Snow being plowed, shoveled or blown into the road by a snow blower can create a road hazard.

The Middleton Highway Department works hard to keep the roads clean and safe for our travels. By depositing debris in the road and/or scraping off treated roadways, you are putting the safety of others in jeopardy. The same occurs when vehicles are parked along the roadway and passing vehicles have to go into the opposite lane of travel to go around them.

As the homeowner, you are responsible for your property. If you hire someone to clean your driveway during a snow storm, please advise them that they should not be pushing snow across a Town Road at any time, for any reason. If vehicles have to be moved for a driveway during snow removal operations, they should not be left unattended in the road.

The Middleton Police Department appreciates your cooperation in adhering to this Town Ordinance. The first offense shall bring a fine of \$50.00 and each subsequent offense carries a fine of \$75.00.

Thank you for your anticipated cooperation in this matter.

Sincerely,

The Middleton Police Department