



Board of Selectmen Regular Meeting

Minutes

Monday, February 5, 2024 at 6:30 pm

Non-Public Session @ Municipal Office Bldg @ 5:30 PM

Regular Meeting @ Old Town Hall @ 6:30 PM

1. Call to Order

Minutes:

The meeting was called to order by Roxanne Tufts-Keegan-Chair at 6:35 PM.

2. Pledge of Allegiance

3. Roll Call

Minutes:

The following members of the Board of Selectmen were present: Roxanne Tufts-Keegan-Chair; Scott Ferguson-Vice-Chair; Tracy Donovan-Lavolette-Member; Mike Green-Member; Tim Cremmen-Member

4. Approval of Minutes

Minutes:

The Chair Roxanne Tufts-Keegan asked if all were able to review the minutes for January 22, 2024. Tracy Donovan-Lavolette maid the motion to accept the minutes, Mike Green seconded the motion. All were in favor motion accepted and carried.

Signature Action

5. 2023 Abatement

Minutes:

A 2023 Abatement was signed by all board members Roxanne Tufts-Keegan-Chair; Scott Ferguson-Vice-Chair; Tracy Donovan-Lavolette-Member; Mike Green-Member; Tim Cremmen-Member.

6. Tax Map Maint Contract - CAI

Minutes:

The Tax map maintenance contract with CAI was signed by all board members Roxanne Tufts-Keegan-Chair; Scott Ferguson-Vice-Chair; Tracy Donovan-Lavolette-Member; Mike Green-

Old Business

New Business

7. Annual Report Dedication & pictures

8. Petition Articles

Minutes:

Janet Kaylar & John Mullen presented to the Board of Selectmen two warrant articles to be placed on the Town Ballot on March 12, 2024. The first one reads: "Do you favor adoption of the Town Manager Plan as provided in chapter 37 of the revised statutes annotated RSA. This states the Town Manager qualifications, authority and powers and duties. The Town Manager is under the supervision of the Board of Selectmen. If this were to get voted in, a Town Manager would need to be hired as soon as possible and it would affect this year's budget. Town residents asked the difference between Town Manager and Administrative assistant. John Mullen explained the differences between the two positions. There were a few questions The second petition reads: "Do you favor reducing the board of selectmen from a five (5) member board to a three (3) member board as per chapter 41 of the revised statutes annotated. If this were to be passed this March, the current board would lose their position next March and new board members would be voted in for 1-3 year term, 1-2 year term and 1-1 year term. Some of the concerns to this was where are the funds coming from for the salary as well. There was some discussion as to the reasoning behind this petition. The petitions will be put to the residents vote. These petitions have been attached.

9. NHDES

Minutes:

Attached is the Department of Environmental Services, Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2024 form and breakdown. Scott Ferguson made the motion to accept the grant, Tracy Donovan-Laviolett seconded the motion, all in favor motion accepted.

10. Warrant Articles

Minutes:

All Warrant Articles are attached. Article A: Tracy Donovan-Laviolette motioned to accept as read, Scott Ferguson seconded. All five (5) in favor. Article B: Mike Green motioned to accept as read, Tim Cremmen seconded. All five (5) in favor. Article C: Tim Cremmen motioned to accept as read, Mike Green seconded. All five (5) in favor Article D: Scott Ferguson motioned to accept as read, Mike Green seconded. All five (5) in favor Article E: Scott Ferguson motioned to accept as read, Tim Cremment seconded. All five (5) in favor Article F: Tim Cremmen motioned to accept as read, Scott Ferguson seconded. All five (5) in favor Article G: Scott Ferguson motioned to accept as read, Mike Green seconded. Four (4) in favor, One (1) Nay Article H: Mike Green motioned to accept as read, Tim Cremmen seconded. All five (5) in favor Article I: Scott Ferguson motioned to

accept as read, Tim Cremmen seconded. All five (5) in favor Article J: Scott Ferguson motioned to accept as read, Mike Green seconded. All five (5) in favor Article K: Scott Ferguson motioned to accept as read, Mike Green seconded. All five (5) in favor Article L: Scott Ferguson motioned to accept as read, Tracy Donovan-Laviolette seconded. All five (5) in favor Article M: Scott Ferguson motioned to accept as read, Tim Cremmen seconded. All five (5) in favor Article O: Scott Ferguson motioned to accept as read, Mike Green seconded. Four (4) in favor, One (1) Nay

Public Comment

11. Public discussion

Minutes:

There was some questions on Article O as to the past contributions and surrounding areas plans. The Public hearing with the BOS will be February 26, 2024. Some discussion was to when was the last day to submit Warrant Articles. Monday February 5, 2024 was the last day. Some discussion on Warrant Article H. Suggestion would be to call it Medical Equipment Capital Reserve Fund vs Medical Supplies Capital Reserve Fund Postings for the Treasurer position which is appointed not elected. Post for Deputy Tax Collector position. They will be posted on Town board as well as NHMA. The questions on the proposed budget at this time would be the Treasurer position. The hours will be approximately 15 hours a week at \$18.00 per hour. The budget will be voted on by the BOS on 2/12/24. A discussion was had in regards to comparing having five (5) board members vs. three (3). Opinions were made by board members as well as some residents and employees.

Non-Public

12. Non-Public sessions

Minutes:

Scott Ferguson made the motion to seal the minutes of the Non-public session for 5 years. Mike Green seconded the motion, all were in favor and motion was carried.

Adjournment

A motion was made to adjourn at 7:40 PM by Tim Cremmen and seconded by Tracy Donovan-Laviolette.

13. Motion to Adjourn

| Minutes published on 01/31/2024, adopted on 02/09/2024

February 5, 2024

Board of Selectman
Town of Middleton
183 Kings Highway
Middleton, New Hampshire 03887

Subject: Petition Warrant Articles

Dear Selectboard:

Attached are two petition warrant articles to be placed on the Town Ballot on March 12, 2024.

The first one reads:

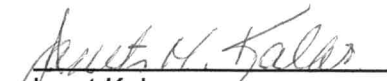
**DO YOU FAVOR ADOPTION OF THE TOWN MANAGER PLAN AS PROVIDED IN
CHAPTER 37 OF THE REVISED STATUTES ANNOTATED (RSA)?**

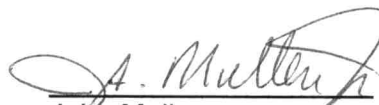
Attached are 28 verified signatures of Middleton registered voters requesting this be placed on the ballot.


The second one reads:

**DO YOU FAVOR REDUCING THE BOARD OF SELECTMEN FROM A FIVE (5)
MEMBER BOARD TO A THREE (3) MEMBER BOARD AS PER CHAPTER 41 OF THE
REVISED STATUTES ANNOTATED (RSA)?**

Attached are 27 verified signatures of Middleton registered voters requesting this be placed on the ballot.


Janet Kalar
20 Dudley Drive


John Mullen
34 Shore Drive


Christine Maynard
30 Karen Road

Attached:

1. Three verified signature sheets for Town Manager Warrant
2. Three verified signature sheets for Discontinue 5-member Board of Selectman

Cc: Middleton Town Clerk/Tax Collector

PETITION ARTICLE

TOWN MANGER

DO YOU FAVOR ADOPTION OF THE TOWN MANAGER PLAN AS PROVIDED IN CHAPTER 37 OF THE REVISED STATUTES ANNOTATED (RSA)?

NOTE: your signature does NOT mean that you are in favor of this Petition Article. It simply means that you are allowing us (sponsors of this Petition) to be heard by way of this ballot question.

	NAME	ADDRESS	SIGNATURE
1	HERMAN DAY	44 SHORE DR	Herman Day
2	Evelyn Campbell	17 Lakshore Dr.	Evelyn Campbell
3	Megan Taylor Fetter	12 Jordan Dr.	Megan Taylor Fetter
4	JOHN A. MULLEN JR	34 Shore Dr.	J.A. Mullen Jr
5	PAUL BARRON	198 SILVER ST.	Paul Barron
6	Joni van Gelder	159 Meala Rd	Joni van Gelder
7	Christine Mahler	35 Shore Dr	Christine Mahler
8	Tyler Mahler	35 Shore Dr	Tyler Mahler
9	Keith Mahler Jr	35 Shore Dr	Keith Mahler Jr
10	Casey Leland	33 Shore Dr.	Casey Leland
11	Jill Mullen	34 Shore Dr.	Jill Mullen
12	LIZ BRITTON	326 POKHAN RD	Liz Britton
13	Scott Birch	41 Shore Dr	Scott Birch
14	Jennifer Tuttle	33 Shore Dr.	Jennifer Tuttle
15	Chuck Theriault	120 Ridge Rd	Chuck Theriault
16	TANET M. KALAS	20 DUDLEY DR	Tanet M. Kalas

I attest the names above are Town of Middleton Registered Voters:

JOHN A. MULLEN JR
 PRINT NAME

J.A. Mullen Jr
 SIGNATURE

02/05/2024
 DATE

PETITION ARTICLE

TOWN MANGER

DO YOU FAVOR ADOPTION OF THE TOWN MANAGER PLAN AS PROVIDED IN CHAPTER 37 OF THE REVISED STATUTES ANNOTATED (RSA)?

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	NAME	ADDRESS	SIGNATURE
1	Kenneth Kalar	20 Dudley Dr.	Kenneth Kalar
2	Jerrri Waitt	50 Dudley Dr	Jerrri Waitt
3	DAVID LARIVEE	269 PINKHAM RD	David Larivee
4	Laura Parker	77 RTE 153	Laura Parker
5	Eric Parker	77 RTE 153	Eric Parker
6	Patty LaPierre	41 Shore Dr.	Patty LaPierre
7	Judith Larivee	269 Pinkham Rd	Judith Larivee
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I attest the names above are Town of Middleton Registered Voters:

JOHN MULLER
PRINT NAME

J. Muller
SIGNATURE

02/05/2024
DATE

PETITION ARTICLE

DISCONTINUE 5 MEMBER BOARD OF SELECTMEN

DO YOU FAVOR REDUCING THE BOARD OF SELECTMEN FROM A FIVE (5) MEMBER BOARD TO A THREE (3) MEMBER BOARD AS PER CHAPTER 41 OF THE REVISED STATUTES ANNOTATED (RSA)?

NOTE: your signature does not mean that you are in favor of this Petition Article. It simply means that you are allowing us (the sponsors of this Petition) to be heard by way of this ballot question.

	NAME	ADDRESS	SIGNATURE
1	HERMAN R DAY	44 SHORE DR	Herman R Day
2	Megan Taylor-Tetter	12 Jordan Dr.	Megan Taylor-Tetter
3	Cabeys Leland	33 Shore Dr.	Cabeys Leland
4	JOHN A. MULLEN JR	34 Shore Dr.	J. Mullen Jr
5	PAUL BARROW	198 SILVER ST.	Paul Barrow
6	Soni van Gelder	159 NICOLA RD	Soni van Gelder
7	Tyler Mahler	35 Shore Dr	Tyler Mahler
8	Christine Mahler	35 Shore Dr	Christine Mahler
9	Keith R Mahler Jr	35 Shore Dr	Keith Mahler Jr
10	LEE BRITTON	326 PINEHURST RD	Lee Britton
11	Sarah Birch	41 Shore Dr.	Sarah Birch
12	Jennifer Tuttle	33 Shore Dr.	Jennifer Tuttle
13	Jill Mullen	34 Shore Dr.	Jill Mullen
14	Chuck Theriault	120 Ridge Rd	Chuck Theriault
15	TANET R. KALAR	20 DUDLEY DR	Tanet R. Kalar

I attest the names above are Town of Middleton Registered Voters:

Sono Mullen

PRINT NAME

J. Mullen Jr

SIGNATURE

02/05/2024

DATE

PETITION ARTICLE

DISCONTINUE 5 MEMBER BOARD OF SELECTMEN

DO YOU FAVOR REDUCING THE BOARD OF SELECTMEN FROM A FIVE (5) MEMBER BOARD TO A THREE (3) MEMBER BOARD AS PER CHAPTER 41 OF THE REVISED STATUTES ANNOTATED (RSA)?

NOTE: your signature does not mean that you are in favor of this Petition Article. It simply means that you are allowing us (the sponsors of this Petition) to be heard by way of this ballot question.

	NAME	ADDRESS	SIGNATURE
1	Kenneth Kalar	20 Dudley Dr.	Kenneth Kalar
2	Jerri Waitt	50 Dudley Dr.	Jerri Waitt
3	DAVID LARIVEE	269 PINKHAM RD	David Larivee
4	Laura Parker	77 RTE 153	Laura Parker
5	ERIC PARKER	77 RTE 153	Eric Parker
6	Patty Larivee	41 Shore Dr	Patty Larivee
7	Judith Larivee	269 Pinkham Rd	Judith Larivee
8	Evelyn Campbell	17 Lakeshore Dr	Evelyn Campbell
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I attest the names above are Town of Middleton Registered Voters:

SOAN M. MILLER
PRINT NAME

[Signature]
SIGNATURE

02/05/2024
DATE

PETITION ARTICLE

DISCONTINUE 5 MEMBER BOARD OF SELECTMEN

DO YOU FAVOR REDUCING THE BOARD OF SELECTMEN FROM A FIVE (5) MEMBER BOARD TO A THREE (3) MEMBER BOARD AS PER CHAPTER 41 OF THE REVISED STATUTES ANNOTATED (RSA)?

NOTE: your signature does not mean that you are in favor of this Petition Article. It simply means that you are allowing us (the sponsors of this Petition) to be heard by way of this ballot question.

	NAME	ADDRESS	SIGNATURE
1	David Dufresne	38 Pinthorn	<i>[Signature]</i>
2	Kari Eastman	31 Buttermilk	Kari Eastman
3	Christine M Maynard	30 Karen Rd	<i>[Signature]</i>
4	John Maynard	30 Karen Rd.	<i>[Signature]</i>
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I attest the names above are Town of Middleton Registered Voters:

JOHN MULLEN
PRINT NAME

[Signature]
SIGNATURE

02/05/2024
DATE

PETITION ARTICLE

TOWN MANAGER

DO YOU FAVOR ADOPTION OF THE TOWN MANAGER PLAN AS PROVIDED IN CHAPTER 37 OF THE REVISED STATUTES ANNOTATED (RSA)?

NOTE: your signature does NOT mean that you are in favor of this Petition Article. It simply means that you are allowing us (sponsors of this Petition) to be heard by way of this ballot question.

PRINT NAME	ADDRESS	SIGNATURE
Christine M. Maynard	30 Karen	Christine M. Maynard
David Dufresne	38 Pinkham	David Dufresne
Kari Eastman	31 Butternut Ln	Kari Eastman
Christine Bartlett	16 Maple Rd	Christine Bartlett
John Maynard	30 Karen Rd.	John Maynard

I attest the NAMES Above are Town of Middletown Registered Voters.

John Mullen J.A. Mullen 02/05/2024

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

Chapter 37

TOWN OR VILLAGE DISTRICT MANAGERS

Section 37:1

37:1 Scope of Chapter. – As used in this chapter, the word "town" shall be construed not to include cities or school districts, but shall include village districts or precincts, and the words "town clerk" shall include clerks of village precincts or districts.

Source. 1929, 69:1. RL 55:1.

Section 37:2

37:2 Appointment of Manager. – The selectmen of towns adopting the provisions of this chapter, as herein provided, shall forthwith thereafter appoint a town manager who may or may not, when appointed, be a resident of the town or state.

Source. 1929, 69:2. RL 55:2.

Section 37:3

37:3 Qualifications of Manager and Authority of Selectmen. – The town manager shall be selected with special reference to his education, training, and experience to perform the duties of his office, and without reference to his political belief; and shall in all matters be subject to the direction and supervision, and hold office at the will, of the selectmen who may by a majority vote remove him at any time for cause.

Source. 1929, 69:3. RL 55:3.

Section 37:4

37:4 Oath and Bond. – Before entering upon the duties of his office, the town manager shall be sworn to the faithful and impartial performance thereof, and a certificate to that effect shall be filed with the town clerk; and he shall execute a bond in favor of the town for the faithful performance of his duties in such sum and with such surety or sureties as may be approved by the selectmen.

Source. 1929, 69:4. RL 55:4.

Section 37:5

(j) The letting, making, and performance of all contracts for work done for the town.

In municipalities adopting the provisions hereof, the town manager shall supersede any board of commissioners or other supervisory officer or officers previously established, elected, or appointed to have superintendence of any of the matters specified in the foregoing paragraphs (a) to (j) inclusive; except that he shall not supersede, nor shall adoption of this chapter in any way impair the authority and duties of, fire engineers, the commissioner of transportation and his assistants, or any police commission created by act of the legislature.

VIII. To administer the poor relief of the town, either directly or through a person or persons appointed by him, and under the supervision of the selectmen.

IX. To perform such other duties, consistent with his office, as may be required of him by vote of the selectmen.

Source. 1929, 69:6. RL 55:6. RSA 37:6. 1994, 318:4, eff. Aug. 7, 1994. 2004, 257:33, eff. June 15, 2004.

Section 37:7

37:7 Approval of Vouchers. – The town manager may approve vouchers for obligations incurred by any department of which he has supervision, and, except during his absence or disability, the selectmen shall not draw orders for the payment of any such obligations without such approval. The selectmen may themselves approve such vouchers, or authorize their approval by some other person, in the event of the absence or disability of the town manager.

Source. 1929, 69:7. RL 55:7.

Section 37:8

37:8 Vacancy. – Any vacancy in the office of town manager shall be filled as soon as practicable by the selectmen; and pending the appointment of a permanent manager, the selectmen may appoint a person to perform temporarily the duties of that office.

Source. 1929, 69:8. RL 55:8.

Section 37:9

37:9 Incompatibility of Offices. – The town manager during the time that he or she holds such appointment, may be manager of a district or precinct located wholly or mainly within the same town, and may be elected or appointed to any municipal office in such town or included district or precinct that would be subject to his or her supervision if occupied by another incumbent; but he or she shall hold no other elected or appointed public office of the town except justice of the peace or notary public except as otherwise provided in RSA 37:16. Town managers may be appointed, subject to the approval of the governing body of the town, to regional or state boards, committees, or commissions provided there is no incompatibility with the duties described in this chapter.

Source. 1929, 69:9. RL 55:9. 1947, 236:2, eff. June 26, 1947. 2004, 55:1, eff. July 2, 2004.

Section 37:10

37:10 Compensation. – The town manager shall receive such compensation as may be fixed by the selectmen, unless otherwise specifically voted by the town.

shall cause this question to be printed on the official ballot and the voting on this question shall be taken up at the opening of the polls and carried on simultaneously with the balloting for town officers. In towns, village districts or precincts which do not have an official ballot the clerk shall cause to be prepared in advance of such meeting a printed ballot containing the above question and in either method the question shall be followed by the words "Yes" and "No" with boxes after each, in which the voter may mark his choice. Such balloting arrangement shall be used at all meetings voting on such question pursuant to RSA 37:11 and 37:14. The polls shall remain open for at least 3 hours at any meeting balloting on such question. In voting on the question of revoking the provisions of this chapter in any town, village district or precinct pursuant to RSA 37:13, the balloting procedure prescribed by this section shall govern, except that the question appearing on the printed ballot shall be as follows: "Do you favor the continuation of the town manager plan as now in force in this town?" If a majority of the voters present and voting in a town, village district or precinct on this question signifies disapproval of this question the town manager plan will be deemed to be revoked therein provided, however, that said revocation shall not be effective until the second Tuesday of April next succeeding the annual meeting at which such action is taken.

Source. 1947, 20:1. 1951, 135:1. RSA 37:15. 1957, 152:1. 1963, 103:1, eff. July 23, 1963.

Section 37:16

37:16 Acting as Collector of Taxes. – Any town which shall have adopted the provisions of this chapter may at the annual or a special meeting, under a proper article in the warrant, vote to authorize the selectmen to appoint the town manager to also be collector of taxes within and for such town and to fix his compensation therefor. In such case and while such vote is in effect, the town shall not vote to elect a collector of taxes.

Source. 1947, 236:3. 1953, 29:1, eff. March 4, 1953.

Section 37:17

37:17 Authorization. – Any vote taken under the provisions of RSA 37:16 shall be by ballot. If the town wherein such action is to be taken had adopted an official ballot system, and has previously adopted the provisions of this chapter, the clerk shall add to the ballot the following question: "Shall the powers and duties of the office of collector of taxes be transferred from said office to that of town manager?" The question shall be followed by 2 squares, above which shall appear the word "yes" and the word "no" respectively.

Source. 1949, 158:1, eff. April 26, 1949.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 26, 2024

Town of Middleton
 c/o Randy Barnes

Dear Mr. Barnes:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2024. Below is a breakdown of total project cost(s), grant award (50% of project costs), and costs to be incurred by local entities.

	Herbicide Treatment	Diver/DASH
Total Cost	n/a	\$5,760 (6 days of diving)
Grant Award	n/a	\$2,880
Local Cost	n/a	\$2,880
Service Provider	n/a	Sarah Patey and Jamie Burleigh

Total Grant Award: Up to \$2,880.00

NHDES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2024.

PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW- INCOMPLETE OR INCORRECTLY COMPLETED PAPERWORK WILL NEED TO BE RETURNED:

Please print the Grant Agreement, Exhibits and Certificate of Authority (attached to email and specified below), on plain white paper, single-sided, and complete as detailed below:

1. **Grant Agreement:** Please have the appropriate person in your organization, who is authorized to sign on behalf of the organization:
 - i. complete lines 1.11 and 1.12 of the Grant Agreement.
 - ii. This same person must initial and date the bottom right corner of each of the three pages of this document (there are no lines, but somewhere down in the bottom right corner of each page is fine)
 - iii. The original inked document must be sent to NHDES by snail mail.

2. **Exhibits:** Each of the pages in the Exhibits A-C document must be initialed and dated, on the bottom right, by the same person who completed the Grant Agreement in #1 above and should

CHAIR

CHAIR

have the same date as that for when the Grant Agreement was signed. The original inked document must be sent to NHDES by snail mail.

3. **Certificate of Authority:** This form is confusing, please read carefully here: This is a certificate that verifies that the person who signs the Grant Agreement in #1 above is in a position that is authorized to do so.
 - i. This form must be completed by someone other than the person who signed/initialed the Grant Agreement and Exhibits in #1 and #2 above.
 - ii. This second person fills out the form and puts the name of the entity authorized to sign on the appropriate line. See example below.
 - iii. This form must be dated before, or on the same date, that items #1 and #2 above are completed.
 - iv. This original inked document must be snail mailed to NHDES.

For example: If the President of your organization filled out the Grant Agreement and initialed and dated the pages of the Grant Agreement, and initialed and dated the pages of the Exhibits, then *someone else* like the Treasurer, Vice President, Secretary, or other officer will serve as the "certifying officer" and can fill out the Certificate of Authority, verifying, in their own capacity, that the President was authorized to sign the Grant Agreement and initial the Exhibits. Basically, *the person who fills out the grant agreement cannot fill out this Certificate, they can only be named on it as the person authorized to sign the grant agreement for your group.*

4. **Certificate of Insurance-** If your group carries insurance and/or worker's comp please ask your insurance agent to send a one-page certificate to me. Please list NHDES, 29 Hazen Drive, Concord, NH 03301 on the bottom left of the Certificate of Insurance. If you do not have insurance or workers compensation, that is OK, but I am required to ask if it is available. If you do not have insurance coverage for your group, simply email and let me know. If you do have insurance, that certificate can be emailed to me at Amy.Smagula@des.nh.gov.

Items 1-3 should be completed, and the original inked documents returned to my attention at the address listed in the footer of the letterhead, at your earliest convenience, but no later than February 16, 2024.

Item 4 can be emailed to me at Amy.Smagula@des.nh.gov.

All payments/disbursements on the grant will be made on a reimbursement basis upon submission of appropriate invoicing for services or materials rendered, and the appropriate match percent will be applied to each invoice received by NHDES. Please email invoices as you receive them (please don't hold them until the project is complete).

Please note that the contractual process cannot begin until we have all of the completed paperwork from your group. Your rapid attention in preparing these documents and returning them to me is much appreciated, and it will aid in expediting this frequently lengthy grant approval process.

I will be working on preparing and/or updating (as appropriate) a long-term management plan for your waterbody. Once it is fully drafted, I will be sending it to you electronically for review. In late February, I will be sending it to the contractor(s) who will be performing the control actions for your waterbody, so they can use it for planning purposes.

If you have not already done so, please confirm with the contractor(s) listed in the table above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2024.

If you have questions at any point during the grant process, or would like clarification on how to complete the paperwork, please do not hesitate to contact me at Amy.Smagula@des.nh.gov. *Paperwork that is not completed correctly will need to be returned, and this will delay the grant processing.*

Sincerely,



Amy P. Smagula

Exotic Species Program Coordinator

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name Town of Middleton		1.4. Grantee Address c/o Conservation Commission 182 Kings Highway, Middleton, NH 03887	
1.5 Grantee Phone # 603-285-5909	1.6 Account Number 442010-1430-073	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$2,880
1.9. Grant Officer for State Agency Amy P. Smagula		1.10. State Agency Telephone Number 603-271-2248	
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."			
1.11. Grantee Signature 1 <i>Roxanne Tufts Keegan</i>		1.12. Name & Title of Grantee Signor 1 Selectmen, chair Roxanne Tufts Keegan	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)			
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").

3. 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.
 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective 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").
 5. 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.
 6. 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.
 7. 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 with, the entity identified as the Grantee in block 1.3 of these provisions
 8. PERSONNEL.
 - 8.1. 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 to perform such Project under all applicable laws.
 - 8.2. 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 the State, or who is a State officer or employee, elected or appointed.
 - 8.3. 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. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. 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.
10. 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.
 11. 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.
 12. 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 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.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general 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.
 - 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, 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.
 13. 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

- 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS
SUNRISE LAKE**

There are no special provisions.



Initials: RL
Date: 2/5/2024

**EXHIBIT B
SCOPE OF SERVICES
SUNRISE LAKE**

1. The Town of Middleton is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of Sunrise Lake, and the grantee is seeking grant funds to assist in control efforts in 2024.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For the diver work in 2024, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1 Notify the NHDES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
 - Task 2 Notify NHDES within 5 business days of when the work is completed by submitting daily dive reports for work that was performed, per the reporting examples provided in the Weed Control Diver course.
4. NHDES will provide monetary support to you as outlined in Exhibit C.

Should the cost of projects be lower than the bids for those projects, remaining grant funds may be used to match costs associated with other NHDES approved exotic aquatic plant control projects in the above referenced waterbody.



Initials: RYU
Date: 2/5/2024

**EXHIBIT C
PAYMENT TERMS
SUNRISE LAKE**

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to \$2,880, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau

Invoices may also be emailed to Amy.P.Smagula@des.nh.gov, upon receipt from the vendor.

Invoices shall be approved by the Grant Officer before payment is processed.



Initials: AS
Date: 2/5/2024

Warrant Articles for 2024

Article A: 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 the road construction and paving is completed or December 31, 2028, whichever is sooner. (Majority Vote Required)

(tax rate/1000 \$0.55)

Recommended by the Board of Selectmen

Article B: 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 previously established. (Majority Vote Required)

(tax rate/1000 \$0.03)

Recommended by the Board of Selectmen

Article C: 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 previously established. (Majority Vote Required)

(tax rate/1000 \$0.03)

Recommended by the Board of Selectmen

Article D: 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 previously established. (Majority Vote Required)

(tax rate/1000 \$0.01)

Recommended by the Board of Selectmen

Article E: 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 previously established. (Majority Vote Required)
(tax rate/1000 \$0.003)

Recommended by the Board of Selectmen

Article F: To see if the Town will vote to raise and appropriate the sum of Twenty-five thousand dollars (\$25,000) to be added to the Fire Department Replacement Vehicle Capital Reserve Fund previously established. (Majority Vote Required)
tax rate/1000 \$0.07)

Recommended by the Board of Selectmen

Article G: To see if the Town will vote to raise and appropriate the sum of Ten thousand dollars (\$10,000) to be added to the Public Safety Complex Capital Reserve Fund previously established. (Majority Vote Required)
(tax rate/1000 \$0.03)

Recommended by the Board of Selectmen

Article H: To see if the Town will vote to raise and appropriate the sum of Ten thousand dollars (\$10,000) to be added to the Medical Supplies Capital Reserve Fund previously established. (Majority Vote Required)
(tax rate/1000 \$0.03)

Recommended by the Board of Selectmen

Article I: To see if the Town will vote to raise and appropriate the sum of Fifty thousand dollars (\$50,000) for the purpose of construction, drainage, and paving of the Old Town Hall Parking Lot, **with said funds to come from the unassigned fund balance. No amount to be raised from taxation.** This is a non-lapsing appropriation pursuant to RSA 32:7 VI and will not lapse until the project is completed or December 31, 2029, whichever is sooner. (Majority Vote Required)

Recommended by the Board of Selectmen

Article J: To see if the Town will vote to raise and appropriate the sum of Seven thousand five hundred dollars (\$7,500) for the purpose of purchasing a new electronic voting machine, **with said funds to come from the unassigned fund balance. No amount to be raised from taxation.** (Majority Vote Required)

Recommended by the Board of Selectmen

Article K: To see if the Town will vote to raise and appropriate the sum of Fifty thousand dollars (\$50,000) for the purpose of having preparing crushed stone, sand and gravel in the town pit, with such materials to be used by the Town for town highway projects and maintenance. **Said funds to come from the unassigned fund balance. No amount to be raised from taxation.** (Majority Vote Required)

Recommended by the Board of Selectmen

Article L: To see if the Town will vote to add and merge the following Town Property to the existing Town Forest under RSA 31:110, to be managed by the Town Conservation Commission under the provisions of RSA 31:112:11 and to authorize the placement of any proceeds which may accrue from said forest management into the conservation fund, which shall be allowed to accumulate from year to year as provided by RSA 31:113. (Majority Vote Required)

Map 26 Lot 13 Sublot 002 Approximately 7 acres on Moose Mountain Road

Recommended by the Board of Selectmen

Article M: To see if the Town will vote to raise and appropriate the sum of Thirteen thousand, eight hundred-thirty-three dollars and fifty-two cents (\$13,833.52) to be added to the Highway Department Capital Reserve Fund, previously established. Such sum representing the amount of income received in

2023 from the Cell Phone Tower and said funds to come from the unassigned fund balance. No amount to be raised from taxation. (Majority Vote Required)

Recommended by the Board of Selectmen

Article O: To see if the Town will vote to cap the Employee Contribution to Healthcare cost at 13%.

Recommended by the Board of Selectmen