



1st of the Month Board of Selectmen Regular Meeting Copy

Minutes

Monday, February 3, 2025 at 6:30 pm

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

Resume Regular Meeting @ Old Town Hall @ 6:30 PM

1. Call to Order

Minutes:

The meeting was called to order at 6:30 PM by Roxanne Tufts-Keegan Chair of the BOS.

2. Pledge of Allegiance

3. Roll Call

Minutes:

The following BOS members were present at this meeting: Tim Cremmen-Chair; Roxanne Tufts-Keegan-Vice-Chair; Tracy Donovan-Laviolette-Member; Mike Green - Member was excused.

4. Approval of Minutes

Minutes:

The approval of the minutes for January 27, 2025. Tim Cremmen motioned to approve the minutes as read and Tracy Donovan-Laviolette seconded the motion. All 4 members in favor and the motion was carried.

The minutes for the Non-public meeting on 2/3/25 were to be sealed for 5 years. Tracy Donovan-Laviolette made the motion and Bonnie Gagnon seconded the motion. All 4 members in favor and the motion was carried.

Signature Action

5. Notice of Intent to Cut Wood or Timber

Minutes:

The Notice of intent to cut wood or Timber for Tax map 8, Lot 11-3 located on Pinkham Rd was signed by the BOS members.

New Business

6. Committee Reports

Minutes:

Tim Cremmen has suggested to have the committees update the BOS of what is going on.
ZBA - Tim Cremmen met on the 21st. They need more public engagement the community not only for this committee, but also the other committees as well. Zoning where they got the NHMA permission confirming Middleton's ordinances that if it is not listed, that it is not allowed.

Recreation department. They had a meeting scheduled for last week, but got cancelled due to bad weather. They are looking to set a new date. They will be doing snacks at the Town meeting and then Easter is what is on their upcoming agenda.

Conservation: There is a Forester coming in to the next meeting on February 11th what we can do with out Town forest for animals and trails, etc.

Planning board: finished all the approvals and errors on the budget items. John Mullen has the final warrant articles written which will be brought to the Town Clerk.

Budget committee: They were meeting tonight as well.

The committee reports will be done the 1st Monday meeting of each month.

7. Votin Works - use for town or not

Minutes:

Last year we voted on a new voting machine. We purchased the machine. The Office of the NH Secretary of State sent a form over for BOS signatures for formal notice that the BOS voted to use the voting works electronic ballot maching device for future elections. This device is replacing the AccuVot ballot counting device that was previosly used in the Town. Tracy Donovan-Laviolette motioned to accept this Voting Works machine. Tim Cremmen seconded the motion. All 4 in favor, motion carried.

8. Bids

Minutes:

Requiring 3 bids threshold. Tim Cremmen made the motion to require 3 bids for new purchases over \$1,000 whether coming from CRF or operating account. Require quotes for purchases and services will need bids. Bonnie Gagnon seconded the motion. All 4 members agree, motion carried.

9. Donations

Minutes:

Is the Town opposed to recieving donations. The Town of Milton will be donating has some gear to donate to Middleton. Bonnie Gagnon made the motion to accept donations. Tracy Donovan-Laviolette seconded the motion. John Mullen stated there was a warrant article in the past that stated we could receive donations. This motion was tabled and we will discuss what the warrant article stated at next meeting.

10. Town Report

Minutes:

We are gearing up to start to get the Town Report prepared. Roxanne Tufts-Keegan has asked Tim Cremmen to get a picture for the front of the book. The BOS will decide on a dedication and

Tim Cremmen offered to work on the dedication. We will need to have the books ready for the public for March 4, 2025.

11. NHDES Milfoil Grant Documents

Minutes:

John Mullen submitted paperwork for the NHDES Milfoil Grant Documents for the 2025 Sunrise Lake milfoil mitigation program. These must be completed, signed, and returned to NHDES by February 21, 2025. The State decided on what type of treatment from their findings from last year. One is a herbaside treatment. Last one was done in 2019. See the attached documents going over the information and costs. See video for some more details on expenses. Bonnie Gagnon motioned to move forward with the grant documents. Tracy Donovan-Lavolette seconded the motion. All 4 in favor, motion carried. John Mullen asked for Kim to make copies for Conservation and milfoil and John.

BOS Comments

12. BOS comments

Minutes:

Kim will need to update the Chair and Vice-Chair on the templates.

13. Candidates Night

14. Treasurer/Police Admin

Minutes:

The BOS and Chief Ferguson have done some interviews for the position. They have extended an offer and they have accepted. This person should be starting next week. The position will be filled by Antoinette Canfield. Bonnie Gagnon made the motion to appoint Antoinette Canfield. Tim Cremmon seconded the motion, all 4 in favor motion carried.

15. OTH church upstairs

Minutes:

Call from Jean Brown they wanted to know if they could bring the new bibles for the church.

Public Comment

16. Public discussion

Minutes:

Roxanne Tufts-Keegan noted that we did receive the Block Grant money last week in the amount of \$12,589.64.

Saturday at 10:00 the middleton school board will have their deliberation. Child care will be provided.

Non-Public

Adjournment

17. Motion to Adjourn

Minutes:

A motion to adjourn was presented by Tracy Donovan-Laviolette and seconded by Bonnie Gagnon. All 4 in favor motion carried.

| Minutes published on 02/03/2025, adopted on 02/04/2025

(Assigned by Municipality)

YR TOWN OP# 24 - 299 - 02 - T

For Tax Year April 1, 24 to March 31, 2025

JAN 28 2025

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- 1. Town/City of: Middlebn
2. Tax Map/Block/Lot or USFS Sale Name & Unit No. Tax Map 8, Lot 11-3
3. Intent Type: Original Supplemental
4. Name of Access Road: P.inkham Road
5a. Acreage of Lot: 21.15 Acreage of Cut:
5b. Anticipated Start Date: 2/1/2025
6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Sole Owner)
b. Owner of Land and Stumpage (Joint Tenants)
c. Owner of Land and Stumpage (Tenants in Common)
d. Previous owner retaining deeded timber rights
e. Owner/Purchaser of stumpage & timber rights on public lands

REPORT OF CUT / CERTIFICATE TO BE SENT TO: OWNER OR LOGGER / FORESTER BY MAIL OR E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first.

Attach a signature page for additional owners. SIGNATURE OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

SIGNATURE OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Signature page for Kurt Koskinen, 1/28/25. Includes mailing address: 171 Montroy Rd, Queensbury, NY 12804.

8. Description of Wood or Timber To Be Cut

Table with columns: Species, Estimated Amount To Be Cut. Rows include White Pine, Hemlock, Red Pine, Spruce & Fir, Hard Maple, White Birch, Yellow Birch, Oak, Ash, Soft Maple, Beech/Pallet/Tie & Mat Logs/Pine Box, Other (Specify), Pulpwood, Spruce & Fir, Hardwood & Aspen, Pine, Hemlock, Biomass Chips, Miscellaneous, High Grade Spruce/Fir, Cordwood & Fuelwood.

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species Hardwood Amount: 25'

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

Signature page for Dan Nutter Jr, 1-30-25. Includes mailing address: 1029 main street, Waterboro, ME.

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that: 1. All owners of record have signed the Intent; 2. The land is not under the Current Use Unproductive category; 3. The form is complete and accurate; and 4. Any timber tax bond required has been received. \$ Date: 5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10. 6. This form to be forwarded to DRA immediately after signing.

Signatures of Municipal Assessing Officials: Roxanne, Bonnie, and another official, dated 2/3/25 and 2/3/25.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER
RSA 79:10
GENERAL INSTRUCTIONS

WHO MUST FILE	The owner shall complete Form PA-7, Notice of Intent to Cut Wood or Timber (Intent), and shall file the form with the municipality (town, city, or unincorporated place) where the property to be cut is located.
WHEN TO FILE	The Intent shall be filed with the municipal assessing officials at the beginning of each tax year or prior to commencing each cutting operation. Cutting cannot take place until the Intent is signed by the municipal assessing officials and has been posted on the job site. If the property is subsequently sold, Rev 3402.01 (i) shall be followed.
WHERE TO FILE	File the form with the municipality for approval by the municipal assessing officials and an assigned operation number. A Timber Tax bond may be required, see below. The Intent must be signed by the municipal assessing officials and an operation number assigned prior to distribution. DISTRIBUTION: The original, signed copy is retained by the municipal assessing officials; a copy to the Owner, a copy to the Logger, and a copy to the Department of Revenue Administration (DRA) by Mail to: PO Box 487 Concord NH 03302-0487; by E-mail to: timber@dra.nh.gov or by Fax to: (603) 230-5947.
WHO MUST PAY	After Form PA-8, Report of Wood or Timber Cut (Report), is submitted to the municipality, a tax bill will be issued to the owner and payment shall be remitted directly to the municipality. The Timber Tax is a 10% tax on the stumpage value at the time of cutting.
REPORT & CERTIFICATE	Once the Intent has been signed and an operation number assigned, appropriate copies shall be forwarded by the municipality to the owner and the DRA. After the copy of the Intent has been received by the DRA, a Report and a Certificate will be issued by the DRA to the individual indicated on Line 6. The Certificate should be posted in a conspicuous place within the area of the cutting.
EXEMPTIONS	RSA 79:1, II (b), The following persons shall not be required to file an Intent to Cut or be subject to the Timber Tax: (1) A person who cuts, within the tax year, up to 10,000 board feet of logs from his own land for use in the construction, reconstruction, or alteration of his own buildings, structures, or fences situated in the State of New Hampshire; provided that such buildings are not being built for sale purposes; (2) A person who cuts or causes to be cut, within the tax year, up to 20 cords of fuel wood for his own consumption in the State of New Hampshire for domestic fuel purposes, or any amount for the manufacture of maple sugar or syrup; (3) Federal government, state government, cities, towns, school districts, or other political subdivisions which cut wood or timber for their own use, on lands under their ownership or jurisdiction or both. (4) Persons engaged in the clearing or manufacturing of rights-of-way or water storage reservoir areas incidental to the furnishing of utility services or transportation services to the public; provided, however, that when the person clearing or causing the clearing of said right-of-way sells or agrees to sell the wood or timber, he shall be deemed an "owner" as defined in RSA 79:1 II(a). (5) A person who cuts or causes to be cut, within the tax year, up to 10,000 board feet of logs and 20 cords of wood or the equivalent in whole tree chips, from the person's own land within a municipality, for land conversion purposes other than timber growing and forest uses, provided that those persons intending to convert the use of the land have secured all required permits including, but not limited to, building permits, subdivision or zoning permits, excavation permits, or site plan approvals, as necessary for the use to which the land will be converted, and are able to furnish proof of such permits. RSA 79:2 Release From Taxes. (6) All growing wood and timber except fruit trees, sugar orchards, nursery stock, Christmas trees, and trees maintained only for shade or ornamental purposes or for genetically-engineered short rotation tree fiber, which shall not be subject to the yield tax, shall be released from the general property tax and the school tax in unincorporated places provided for in RSA 198:16, but the land on which such growing wood and timber stands shall be assessed.
TIMBER TAX BOND	Bond Required: 1. If owners are not current on property taxes and/or timber taxes; 2. If owners are tenants in common and all have not signed the Intent; and 3. Owners do not own property in the municipality. Timber Tax Bonds are equal to the estimated Timber Tax.
NEED HELP	Call the Department's Municipal & Property Division at (603) 230-5950. Hearing or speech impaired individuals may call TDD Access: Relay NH 1-800-735-2964.
NEED FORMS	Forms may be obtained by mail from the New Hampshire Department of Revenue Administration, PO Box 487 Concord NH 03302-0487, by calling (603) 230-5950 or on the Department's Web site at www.revenue.nh.gov/forms .

LINE-BY-LINE INSTRUCTIONS

LINE 1	Enter the name of the New Hampshire municipality where the cut is to take place.
LINE 2	Enter the municipality assigned tax map, block, and lot number or the US Forest Service Sales sale name and unit number.
LINE 3	Indicate if the Intent is an original or supplemental. Original means the first filing in a tax year. Supplemental means an additional filing to make corrections or additions to information contained on the original Intent. If this is a supplemental, enter the original operation number as previously assigned by the municipality.
LINE 4	Enter the name of the road from which the cutting will be accessible.
LINE 5	Enter the total number of acres in the lot, the number of acres you are working on, and the anticipated start date of the cutting.
LINE 6	Check the box to indicate the type of ownership of the land. Check the box indicating if the Report and Certificate should be sent to the Owner or Logger/Forester. Provide an e-mail address if you would like the Report and Certificate e-mailed to the Logger/Forester.
LINE 7	The form must be signed and dated by all owners of the property, unless the owner's are Tenants in Common (see RSA 79:1, II (a), 2). Clearly print the complete name(s), mailing address and telephone number of the owner(s). Provide an e-mail address if you would like the Report and Certificate e-mailed to the owner(s).
LINE 8	Enter the estimated amount of timber to be cut by thousand board feet (MBF), tons or cords under the appropriate species. The cutting should take place during the Tax Year April 1 to March 31. A Supplemental Intent must be filed if the total volume of the cut exceeds the original estimate by 25% or more, except when a bond is required. If a bond is required, a Supplemental Intent is required for any additional volumes of timber regardless of the 25% threshold.
LINE 9	Enter the species of any amounts not included in section 8 you are claiming an exemption for and the amount of the cut in the space provided. [See exemptions numbers 1-6 above]
LINE 10	The Intent must be signed and dated by the Logger/Forester or person responsible for the cutting who accepts responsibility for verifying the volumes of wood to be reported by the owner. The person signing should be familiar with RSA 227-J, the timber harvest laws. Clearly print the name, complete mailing address and telephone number of the Logger/Forester or person responsible for cutting.



Town of Middleton

182 Kings Highway, Middleton, New Hampshire 03887

January 29, 2025

To the Office of the NH Secretary of State:

This letter is being sent to you as required under RSA 656:40 and shall serve as formal notice that at tonight's properly noticed public Board of Selectmen meeting held 02/03/25.

We the Board of Selectmen in the Town of Middleton voted to use the VotingWorks electronic ballot counting device (approved for purchase in the March 2024 Town Meeting Article 16, purchased 10/22/2024) for future elections.

This device is replacing the AccuVote ballot counting device that was previously used in our Town.

- Rochanne Dyer 2/3/25
- [Signature] 2/3/2025
- Bonnie P. [Signature] 2/3/2025
- Gray Vawter-Piccolotto 2/3/25
- _____



Town of Middleton

182 Kings Highway, Middleton, New Hampshire 03887

Conservation Commission

Sunrise Lake Watershed Advisory Committee

February 3, 2025

Select Board
Town of Middleton
182 Kings Highway
Middleton, NH 03887

Subject: NHDES Milfoil Grant Documents

Members:

The documents for the 2025 Sunrise Lake milfoil mitigation program are attached. They **must be completed, signed, and returned to NH DES by February 21, 2025.**

Send via regular mail all signed documents of the Grant Agreement, Exhibits, and Certificate of Authority to:

Amy Smagula
NHDES
Water Pollution Division
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Provide a copy of the completed documents to the Conservation Commission and the Sunrise Lake Watershed Advisory Committee.

I have provided markers where the BOS Chair and Vice Chair are to sign and initial. Please follow the directions provided in NHDES's cover letter. If you have questions about who is supposed to sign what or where you can contact me at 603 285 5909 at my email above or Amy Smagula at NH DES 603 271-2248 at her email above.

NHDES selects the contractors to provide the recommended treatment. Based on last year's dramatic increase in milfoil infestation in Pinkham and Bartlett Coves, NHDES has suggested that the primary treatment be the application of the herbicide Procellacor EC (Florpyrauxifen-benzyl), the same as in 2019. In addition, they are recommending that Diver/Hand Harvesting be utilized to treat areas infected that the boat-applied treatment can not reach.

In Attachment A, Budget Estimates, you will note that the grant amount is 50% for both treatments. In discussing these methods with Amy Smagula NHDES, it was agreed that the Diver/Hand Harvest amount will depend on the additional

treatment needed. That means if we only need two days at \$1,280 per day, that would be acceptable, and the 50% grant would be applicable.

The Conservation Commission has sufficient funds within the Milfoil Expendable Trust Fund and the Conservation Fund to cover the herbicide treatment and a few days of any Diver/Hand Harvesting. However, that would deplete our funds for any 2025 treatment, and that is why the Conservation Commission has asked for funds to be voted into the ETF via the 2025 Warrant Article. We

Sincerely,



John Mullen
Chair
Sunrise Lake Watershed Advisory Committee
Conservation Commission

Cc: Conservation Commission
Joe Hultz, Milfoil Mitigation Coordinator

Attachments:

- Grant Cover Letter from Amy Smagula, Exotic Species Program Coordinator NH DES dtd 01/23/25, pages 1-3
- Attachment A Budget Estimates SUNRISE LAKE
- Grant Agreement, pages 1-3
- EXHIBIT A, SPECIAL PROVISIONS, pages 1-2
- EXHIBIT B, SCOPE OF SERVICES
- EXHIBIT C, PAYMENT TERMS
- CERTIFICATE of Authority



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 23, 2025

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 2025. 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	\$11,420 (3.5 acres)	\$12,800 (10 days of diving)
Grant Award	\$5,710	\$6,400
Local Cost	\$5,710	\$6,400
Service Provider	SOLitude Lake Management, LLC.	Sarah Patey and Jamie Burleigh

Total Grant Award: Up to \$12,110.00

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 2025.

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 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 21, 2025.

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 2025.

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

**Attachment A
Budget Estimates
SUNRISE LAKE**

DIVER/HAND HARVESTING

Item/Service	Cost
10 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials	\$12,800
Total	\$12,800*

*NHDES will pay 50% of the total project cost, up to \$6,400.

HERBICIDE

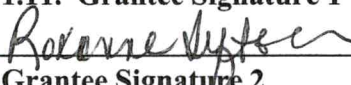
Item/Service	Cost
Permitting	\$1,490
Herbicide Treatment	\$6,530
Residue Sampling	\$1,500
Post-Treatment Survey	\$950
State Reporting	\$950
Total	\$11,420*

*NHDES will pay 50% of the total project cost, up to \$5,710.

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, 2025	1.8. Grant Limitation \$12,110
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 		1.12. Name & Title of Grantee Signor 1 Roxanne Tufts-Keegan <i>chair</i>	
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").

RL
2/3/25

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 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.
- 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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. 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.
- 12.4. 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

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- 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.

RHC
ablas

**EXHIBIT A
SPECIAL PROVISIONS
SUNRISE LAKE**

There are no special provisions.

Initials: RTM
Date: 2/19/25

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: Bill
Date: 2/3/25

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 2025.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For the diver work in 2025, 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.

For herbicide treatment in 2025, the grantee will ensure that SÖLitude Lake Management performs the following tasks:

- Task 1 Prepare and file Special Permit application with NH DPC (inclusive of the required abutter notifications, publication of newspaper notices and all costs associated with advertising and attending a public hearing, if required).
- Task 2 Perform chemical treatment of the subject waterbody per the bid specifications, inclusive of all labor, chemical, and equipment costs.
- Task 3 Conduct pre- and post-treatment surveys, perform post-treatment herbicide residue sample collection as required by permit, and submit the required written reporting to the State per the bid specifications.

Initials: KTH
Date: 2/3/25

**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 \$12,110, 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: RTK
Date: 2/3/25

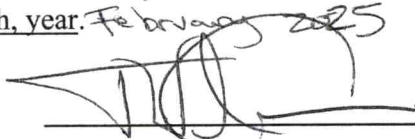
CERTIFICATE

I, Printed Name of Certifying Officer, Office of the Organization, do hereby certify that:

- (1) I am the duly elected Office;
- (2) at the meeting held on Date, the Organization voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Organization further authorized the Office of Person Authorized to Sign to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Printed name of officer authorized to sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Office of certifying officer of the Organization, this 3rd day of February, year 2025

A handwritten signature in black ink, appearing to be 'M. J. ...', written over a horizontal line.

Name of certifying officer, office (signature above)