



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Planning & Community Assistance
September 14, 2021

REQUESTED ACTION

Authorize the Department of Transportation to **retroactively** amend an agreement with the Town of Sanbornton (Vendor #177473) sub-recipient, by increasing the original agreement amount by \$1,528,226.33 from \$120,000.00 to \$1,648,226.33 to provide funding and services under the State Highway Aid Program through a Local Project Administration process. The original agreement was previously approved by Governor and Executive Council on October 29, 2014, Item #25. The Amended Agreement will be effective upon Governor and Executive Council approval, through June 30, 2022. 100% State Highway Aid funds

Funding is available for FY 2022 as follows:

	<u>FY 2022</u>
04-96-96-963015-2929	
State Highway Aid	
073-500580 Grants to Local Gov't - State	\$1,528,226.33

EXPLANATION

This Project Agreement is being amended **retroactively** as construction is complete and will allow for final payments for the reconstruction of Lower Bay Road beginning at the intersection of Bay Road and continuing northerly approximately 0.86 of a mile to the end of State Maintenance in the Town of Sanbornton.

The original agreement with the Town was to develop engineering plan costs only based on the Town's available share at that time. During the development of the design, the scope of work increased based on information gathered during the design phase and funding was added to the project and to the Ten Year Plan. The Department reviewed and approved the ensuing construction. This project agreement with the Town is being formerly amended at this time for documentation to reflect the final costs associated with the preferred layout and includes the construction phase cost of the project.

The Attorney General's Office at the Department of Justice, Transportation and Construction Unit, has previously reviewed and approved the use of the agreement that is being used for this locally-administered project.

Authorization is requested to allow the Department to amend the original agreement with the sub-recipient to increase the original agreement amount.

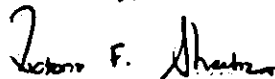
The funding is matched at 20% (\$412,056.58) by the municipality. The total estimated cost to complete the project is \$2,060,282.91. With the Completion of this project, Bay Road is being reclassified to a Class V, town maintained road.

This Amended Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Amended Agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to Governor and Council approval, the Agreement will be on file at the Department of Transportation.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by state funds in the amount of \$1,648,226.33. The Town of Sanbornton has agreed to pay its share of the project cost which totals \$412,056.58.

Your approval of this submission is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

**RETROACTIVE COST SHARING AGREEMENT
BETWEEN
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
AND
THE TOWN OF SANBORNTON**

THIS AGREEMENT, made and entered into on this 17th day of December, 2021, between the New Hampshire Department of Transportation ("Department"), and the town of Sanbornton ("Town"), collectively the "Parties."

Whereas, on October 29, 2014, the Governor and Executive Council approved Item No. 25, authorizing the Bureau of Planning and Community Assistance to enter into agreement with the Towns of Sanbornton, Northfield, Tilton and Chichester under the State Aid Highway Program through a local project administration process to reconstruct and reclassify Lower Bay Road in Sanbornton, Sandogardy Pond Road in Northfield, Calef Hill Road in Tilton, and Canterbury Road in Chichester. Further authorization to increase the state share of the project costs from 66.67% to 80%, increasing the state share from \$4,833,575 to \$5,800,000, an increase of \$966,425. Effective upon G&C approval. 100% Highway Funds.

Whereas, the Lower Bay Road project was included in the 2015-2024 Ten Year Transportation Improvement Plan.

Whereas, the Department and the Town entered into an agreement, titled the State Aid Highway Program Project Agreement, dated December 14, 2015.

Whereas, the State Aid Highway Program Project Agreement contemplated a sum of \$120,000 to be paid to the Town in exchange for the Town performing the design, environmental study, and right-of-way acquisition for the Lower Bay Road project.

Whereas, upon completion of the design, environmental study, and right-of-way acquisition, the Department and Town agreed that the Town would facilitate the construction phase of the Lower Bay Road project.

Whereas, on February 12, 2018, the Town entered into an agreement with John Lyman & Sons to perform the construction phase of the Lower Bay Road project.

Whereas, the Town incurred all costs for the construction phase of the Lower Bay Road project.

Whereas, the Town and the Department intended for the Department to reimburse the Town using funds secured through the State Aid Highway Program.

Whereas, a cost sharing agreement was not executed between the Department and Town at the time of the construction phase of the Lower Bay Road project.


Whereas, both the Town and the Department agree that a cost of \$1,528,226.33 was incurred by the Town during the construction phase of the Lower Bay Road project that was intended to be reimbursed by the Department.

Whereas, on March 3, 2021, the Town contacted the Department seeking reimbursement of the construction costs that have not yet been paid.

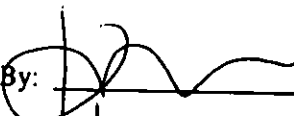
NOW, THEREFORE, in consideration of the above premise and in further consideration of the agreements herein set forth by and between the Town and the Department, it is mutually agreed as follows:

- A. The Department shall reimburse the Town in the amount of \$1,648,226.33 with funds secured through the State Aid Highway Program.
- B. The Town shall accept reimbursement in the amount of \$1,648,226.33 as the complete sum remaining on the Lower Bay Road project.
- C. The Parties agree that this Cost Sharing Agreement is subject to approval by the New Hampshire Governor & Executive Council.

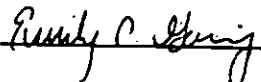
**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By: 
Commissioner
Department of Transportation

TOWN OF SANBORNTON

By: 
Title: Town Administrator

ATTORNEY GENERAL OFFICE

By: 
Title: AAG

Authorized to enter into Agreement
as approved by Governor & Council on

SANBORNTON BOARD OF SELECTMEN'S MINUTES

December 22, 2021

Town Office

The Board of Selectmen convened in regular session and in teleconference: in attendance were: Chairman John Olmstead, Selectman Bob Lambert, Selectman Jim Dick and Town Administrator Trish Stafford.

Pledge of Allegiance - Those in attendance recited the Pledge of Allegiance.

1. Public Comment – None

2. New Business –

Transfer Station Request –Transfer Station Manager Shauna Goutier requested \$4,180.44 to repair brakes on 2011 Ford F-250 Truck per quote from Lakes Region Truck Service. Truck had to be towed to the garage. The original estimate was within her authority to approve, but as repairs progressed more issues came to light that drove it over her threshold. Selectman Dick made a **motion** to approve and pay invoice from Lakes Region Truck Service for repair to the F-250 in the amount of \$4,180.44 with funds to come out of Line 4324.660 Vehicle Maintenance Repair and also request the Trustees of the Trust fund to reimburse the Town for that amount from the Transfer Station Equipment CRF. Selectman Lambert **seconded** motion. All in favor, ayes have it and the **motion passes**.

Sant Bani School recycling—Shauna was told the transfer station accepts recycling free of charge from Sant Bani School and inquired with the BOS if this has been the past practice. Selectman Olmstead said he has not heard of any agreement unless it was a verbal agreement made many years ago, however, there are no other schools with this agreement. Shauna expressed concern because the school recently brought a very large number of fluorescent light bulbs for disposal, which will cost the Town some money. She wanted to understand what the agreement was with the school, since it costs the Town money to dispose of their recycling. BOS said there should be a conversation with them to clarify as it should be consistent with other businesses and towns. TA Stafford will set up a discussion with leadership at the school. Selectman Olmstead asked Shauna to find out what the price of cardboard was and may be sensible to separate and start recycling that again. Shauna said they were also talking about accepting glass again.

Shauna was looking at the NRRA NH Beautiful website and they have 18-gallon bins for \$6.50 each and thought it would be useful when compost time comes.

Shauna is short one employee and had solicited volunteers and only available person on Thursday is Bill Goutier, this sets up a conflict with two relatives, she would like to propose approval of one-time personnel policy exception. Selectman Dick made a **motion** to approve a one-time exception of personnel policy for Shauna and Bill Goutier to work together on December 23, 2021. Selectman Olmstead **seconded** motion. All in favor, ayes have it and the **motion passes**.

Highway Department Request – Director Van Tassel presented a quote for cutting edge

12/22/2021

BOS APPROVED Minutes

blades. Selectman Dick made a **motion** to approve the invoice from Jordan Equipment Co for \$9,660.96 for plow cutting edges from Line 4312.630 Equipment Maintenance Repair Winter. Selectman Lambert **seconded** motion. All in favor, ayes have it and the **motion passes**.

Resignation – Director Van Tassel discussed the resignation request from Josh Dow. Johnny talked to the employee, who had decided to rescind his request. Johnny asked the Board not to accept the resignation. Johnny said that this was a really tough time of year to find another plow driver, and that he supported Josh’s decision to stay. Selectman Dick said he supported the decision, but this would be the last time. He reminded Johnny of the pending deadline for Josh to obtain his CDL as a condition of his employment. Selectman Lambert said that he respected Johnny’s position but did not support keeping Josh, given the past history. The Board decided not to act on the resignation.

Johnny presented a request for an employee to extend using vacation time of 66 hours to June 30, end of fiscal year. Selectman Dick made a **motion** to approve extending 66 hours of vacation time for Roy Clark until June 30, 2022. Selectman Olmstead **seconded** motion. All in favor, ayes have it and the **motion passes**.

Vacation Extension Requests - Chief Dexter presented a PAF request for a vacation extension for 57 hours for Ken Carleton to expire on March 31, 2022. Selectman Olmstead made a **motion** to approve the PAF for Ken Carleton to extend the vacation time of 57 hours to expire on March 31, 2022. Selectman Lambert **seconded** motion. All in favor, ayes have it and the **motion passes**.

TA Stafford mentioned modifying the rules of accrual where they stop accruing when an employee reaches his/her maximum hours. This would be the subject of an update to the personnel policy.

Chief Hankard request for vacation time extension of 66 hours for Lieutenant Kevin McIntosh till March 31, 2022. Selectman Dick made a **motion** to approve the extension for Lieutenant Kevin McIntosh to extend the vacation time of 66 hours to expire on March 31, 2022. Selectman Olmstead **seconded** motion. All in favor, ayes have it and the **motion passes**.

Fire Department Resignation – Chief Dexter presented the resignation from his Administration Assistant and is asking the Board to recruit for the vacancy. The position he needs to fill is not competitive with surrounding areas per his research. He is asking the Board for guidance in filling this position as the chance of recruiting it at the current pay will be a challenge. He is asking for flexibility within his budget. He recommends a higher Labor Grade for the entry level. His call volumes are only increasing. Selectman Dick said that all departments need to be considered as a whole and not just one department with pay increases or wage adjustments. The budget increase from last year is already 10% higher. Selectman Lambert agreed its tough right now but if you do it for one department then other departments will follow with their requests. Director Van Tassel said that when the Police Department made some pay grade upgrades a few years ago to increase recruiting and retention, it did not lead to a mass request by all departments. Selectman Dick noted that the pay grade for the Fire Department Admin Assistant was not in line with other similar admin

positions within the Town. Chief Dexter asked to increase the starting pay grade for the position to Grade 11 Step 3, with an increase after 6 months to Step 4 and after one year to Step 5. He said he would work within his existing FY22 budget to fund the increase, and that he would also find the money to cover the increase in his FY23 budget, so he would not be changing his budget request. Selectman Dick thanked Chief Dexter for that approach but pointed out that in FY24 it will become a real increase. The Board agreed to let Chief Dexter recruit for the position at pay rate of 11/3, with the funds to come from his existing FY22 and FY223 budgets.

New Town Office Discussion – On Friday, TA Stafford and Selectman Dick met with BPS and planners and estimators etc. Need to agree on a few things to get a routine moving forward. First, they will have a weekly meeting and go over upcoming things and feed us recommendations on sub-contractors. Bids are done and will make recommendations. Local residents are encouraged giving them opportunity but downside is there is no time to waste. Time is of essence as this is moving fast paced. Selectman Dick wants to propose TA Stafford to have authority to respond to BPS on requests for time sensitivity purposes. Meetings are scheduled for Tuesday mornings at 9 am in person along with video capability. Selectman Dick presented a list of the first round of cost saving recommendations and most are reasonable except for eliminating the cupola. There are \$60,000 in savings of items can be removed but also can be put back in later, building in a little extra savings now if needed for later. Service windows were mentioned going from two to one window, the Town Clerk was consulted as this change would affect that side of the building. As long as the one remaining window was wide enough, the TC was fine with the change. TA Stafford felt comfortable removing the ballistic walls as long as other safety precautions were met. Other items were also mentioned and discussed such as insurance coverages, tests, concrete. Chief Dexter said he recommended not removing the allowance for roof valleys, as they tend to crack as the shingles age. Selectman Dick said he would inform BPS at the next meeting to keep the roofing allowance the same. BPS also recommended that the Town sign a contract with Geotechnical Services Incorporated for the specialized testing required for the foundation soil, concrete, etc. This keeps the Town's quality assurance separate from the prime contractor. Selectman Dick made a **motion** to authorize the Town Administrator to sign the contract with Geotechnical Service for services related to the Town Office project. Selectman Lambert **seconded** motion. All in favor, ayes have it and the **motion passes**.

Chief Dexter mentioned they will be starting to fill the ice-skating rink at the Town Park this week. Because of the location, he will have to pump the water out of the truck.

Planning Board Assistant Memo - – TA Stafford mentioned a memo from Steve Laurin, Zoning Enforcement Office/Planning Board Assistant suggesting that the BOS consider making a public statement of the Board undertaking the project pursuant to NHRSA 674.54 regarding Governmental Use of Property. Selectman Dick said no approval is necessary nor does the Town have to pay a permit fee. This would just be to get it on record. However, would be happy to present the design to the Historic Commission, etc.

Town Report Dedication- Discussed possibilities. Selectman Dick started a draft for the BOS report and other possible items. TA had put together a list from the last 10 years and will share with BOS.

3. Old Business – TA Stafford mentioned the request from Peter Drouin for no salt on the road in front of his property needs more background work done and may require a public hearing at some point. She talked to Highway Director Van Tassel and there is a process to go through.

There will be a public hearing on Tower Hill/Old Range Road on Jan 19, 2022.

Turkey Bridge signs are up along with three warning signs on both sides of the bridge. The load limit is 6 tons.

4. Town Administrators Report –

Town Clerk Assistant New Hire - After reviewing and interviewing a handful of candidates; the Town Clerk and Town Administrator would like to offer the position to a very qualified applicant named Stacy Bivolcic Dick made a **motion** to approve PAF for Stacy Bivolcic as Assistant Town Clerk Grade 12 Step 7 at \$20.97 with a start date of January 11, 2022. Selectman Olmstead **seconded** motion. All in favor, ayes have it and the **motion passes**.

Copier Proposals - The two copier proposals are attached, as well as the initial proposal for document preservation from Xerox. Have inquired with their rep about the recycling cloud storage and whether or not the quote includes retroactively digitizing or starting at a point and moving forward. He is on vacation until next week. Selectman Dick asked TA to check on prices of copies per month that exceed the amount included in the monthly service.

Authority for the State of NH to sign documents - In order to facilitate the change orders from the State of New Hampshire DOT and to finalize the reimbursement for Lower Bay Road, need the Board to motion to authorize the Town Administrator to sign on the Town's behalf. Their email is below. Selectman Dick made a **motion** to authorize TA Stafford to sign any and all correspondence from the State of NH for the expenses on Lower Bay Rd. Selectman Lambert **seconded** motion. All in favor, ayes have it and the **motion passes**.

Trustees Transfers - There are a few transfers for the Board to request from the Trustees. Have been getting more invoices in for the building. There is also a transfer request that was previously denied. Selectman Olmstead made a **motion** to authorize and accept the request for payment from the Trust Fund for \$9,720 from trust fund number 4915.800 for \$9,720 payable to GMI Asphalt for invoice #21-128-4. Selectman Dick made a **modification to the motion** request the Trustees of the Trust Fund to reimburse Line 4909.00 for \$9,720 that was paid for roadwork to GMI Asphalt with the reimbursement to come from Road and Bridge Construction CRF Line 4915.800. Selectman Lambert **seconded** motion. All in favor, ayes have it and the **motion passes**.

Employee Expendable Trust Fund - Selectman Dick made a **motion** to request the Trustees of the Trust Fund reimburse \$4,841.87 to Line 4151.110 for vacation sick and payroll taxes that were paid out upon termination of an employee with funds to come from Expendable Trust Fund Line 4916. Employee Severance Benefits Expendable Trust Fund. Selectman Olmstead **seconded** motion. All in favor, ayes have it and the **motion passes**.

Building Improvements - Selectman Dick made a **motion** to request Trustees of the Trust

**STATE AID HIGHWAY PROGRAM
PROJECT AGREEMENT
FOR**

**TOWN OF SANBORNTON
STATE VENDOR #: 177473
STATE PROJECT #: 29744**

THIS AGREEMENT, executed in *triplicate*, made and entered into this 14th day of December, 2015, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, herein-after called the "DEPARTMENT", and the TOWN OF SANBORNTON, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to study and develop engineering plans for the future reconstruction and reclassification of Lower Bay Road in the Town of Sanbornton is an eligible project for funding under the State Aid Highway Program; and

WHEREAS, the DEPARTMENT has established State Aid Highway Project #29744 (the "Project") for the aforesaid project in the amount of One hundred fifty thousand dollars (\$150,000.00), with eighty percent (80%) of that cost coming from State Aid Highway funds, such amount being One hundred twenty thousand dollars (\$120,000.00), and the remaining twenty percent (20%) of that cost coming from the PROJECT SPONSOR, such amount being Thirty thousand dollars (\$30,000.00); and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

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

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

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Municipally-Managed State Aid Highway Program.

- B. The PROJECT SPONSOR shall manage the design, environmental study, and right-of-way acquisition of the Project. This management is described in the current version of the DEPARTMENT's document titled "New Hampshire Department of Transportation Process for Municipally-Managed State Highway Aid Program Projects", as it may be amended from time to time, and by reference is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall submit invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth and agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- D. The PROJECT SPONSOR agrees to maintain financial records pertinent to the development of the Project for three (3) years beyond the date of the Project's final reimbursement letter from the DEPARTMENT, and to make the records available to the DEPARTMENT upon request.
- E. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- F. If there is a default by the PROJECT SPONSOR of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT for all funds expended under this Project.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project all plans, environmental documents, and contract documents.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.

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

- A. That the PROJECT SPONSOR will not incur any additional Project costs nor enter into any additional agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 of page 1 herein. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. The DEPARTMENT will not be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amount unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR agrees to commence the Project within six (6) months after the date of this AGREEMENT and substantially complete the Project within **three (3)** years after the date of the first notice to proceed date given by the DEPARTMENT, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.

- D. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- E. That the PROJECT SPONSOR acknowledges and agrees that if the engineering effort leads to a construction project, that the DEPARTMENT will re-classify during the construction phase of the project the following highway from a Class II highway to a Class V Town-owned and Town-maintained highway:

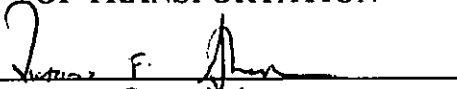
Lower Bay Road

Beginning at the intersection of Bay Road and continuing northerly approximately 0.86 of a mile to the end of State Maintenance.

- F. This AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By: _____

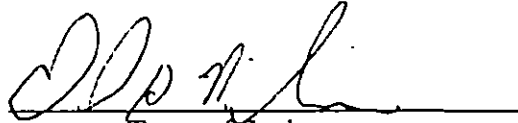


Commissioner

Department of Transportation

TOWN OF SANBORNTON

By: _____



Town of Sanbornton

Title: CHAIR-SELECTMAN

Authorized to enter into Agreement as
approved by Governor & Council on
October 29, 2014.