



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 Highway Design
November 10, 2021

REQUESTED ACTION

Pursuant to RSA 228:39, authorize the Department of Transportation to enter into the following agreements associated with the design and construction of a new bridge (NH Br. No. 168/152; Maine Br. No. 3717) carrying the New Bridge Road and Townhouse Road in the towns of Lebanon, Maine, and Milton, New Hampshire, over Northeast Pond (also sometimes referred to as Salmon Falls River) utilizing existing abutments:

1. Authority to enter into an Interstate Bridge Agreement with the State of Maine to allow the Department to bill Maine for costs associated with the design and construction of the new bridge effective upon Governor and Council approval and continuing through engineering design, construction, inspection, and final acceptance of the completed project, in accordance with the Department's 10-Year Transportation Improvement Plan. (Project costs will be shared 50% by NH and 50% by ME).
2. Authority to enter into a Municipal Bridge Agreement with the Town of Milton to allow the Department to bill Milton for costs associated with the design and construction of the new bridge effective upon Governor and Council approval and continuing through engineering design, construction, inspection, and final acceptance of the completed project, in accordance with the Department's 10-Year Transportation Improvement Plan. (Project costs will be shared 50% by NH and 50% by ME, with NH portion being shared 80% by NH and 20% by Milton).

EXPLANATION

The Department is required by RSA 228:39 to enter into an Agreement with an adjoining State, with the approval of Governor and Executive Council, before undertaking a joint project with that State. This project proposes to construct the above referenced bridge and includes preliminary design, final design and construction activities. This project's construction (Milton, NH – Lebanon ME - 40658) is planned in FY 2023 with an estimated construction cost of \$1,452,000.00. Closed in 2011, this superstructure is in need of replacement to restore a vital local connection between NH and ME.

The Interstate Agreement, after approval by Governor and Council, allows New Hampshire to bill Maine for Maine's share of costs for engineering design and applicable construction work incurred by New Hampshire. The division of costs between New Hampshire and Maine for the design and construction of this project is 50% by New Hampshire and 50% by Maine, as stated in the Agreement.

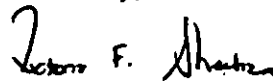
This cost sharing is based on the location of the State Line and the portions of the bridge located in each state.

The Municipal Agreement allows New Hampshire to bill the Town of Milton, New Hampshire for Milton's share of costs for engineering design and applicable construction work incurred by the State of New Hampshire. The division of costs between New Hampshire and the Town of Milton for the design and construction of this project is 80% by New Hampshire and 20% by the Town of Milton, as stated in the Agreement. New Hampshire's share is funded with 100% Federal Funds.

These Agreements have been approved by the Attorney General as to form and execution. These Agreements do not involve commitment of funds. Copies of the fully-executed Agreements are on file at the Secretary of State's Office and the Department of Administrative Services and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given for this Interstate Agreement and Municipal Agreement, as outlined above.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

COST-SHARING AGREEMENT

Between

New Hampshire Department of Transportation

and

Maine Departments of Transportation

For Design and Construction of an Inter-State Bridge between

MILTON, NH and LEBANON, ME

NH FEDERAL PROJECT NO. X-A004(865) - NH STATE PROJECT NO. 40658

Maine WIN 022244.00

THIS AGREEMENT is made by and between the New Hampshire Department of Transportation (hereafter "NHDOT"), and the Maine Department of Transportation (hereafter "MaineDOT"). NHDOT and MaineDOT may be collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. A pre-existing bridge structure (NH Br. No. 168/152) carrying the New Bridge Road and Townhouse Road in the towns of Lebanon, Maine and Milton, New Hampshire over Northeast Pond (also sometimes referred to as Salmon Falls River) was previously removed, but its abutments were left in place.
- B. The Parties now intend to design and construct a replacement bridge on the same alignment using the existing bridge abutments (the "New Bridge") (NH Br. No. 168/151; Maine Br. No. 3717).
- C. The design and construction of the New Bridge, together with all associated highway approach work shall represent the "Project". The purpose of this Agreement is to establish the roles, responsibilities and all cost-sharing arrangements between the Parties in connection with the Project.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. Project and Contract Administration:

- a. NHDOT will serve as the lead agency implementing the Project and shall procure and administer all contracts to design and construct the Project (the "Design Contract" and the "Construction Contract" or collectively the "Project Contracts") in accordance with the plans and specifications developed by NHDOT and reviewed and accepted by MaineDOT.
- b. The NHDOT will send final contract documents to MaineDOT for review and comment. No portion of the Project shall be advertised for bidding until the review is complete and all comments resolved, at which time MaineDOT will approve in writing the Project advertisement. MaineDOT shall process its review and comment within 30 calendar days of receipt of such final contract documents. Failure to respond within 30 calendar days shall be deemed acquiescence to NHDOT finalizing contract documents without the review and comment of MaineDOT.

- c. The NHDOT will give MaineDOT the opportunity to review the contract bids. The Contract will not be awarded until NHDOT receives a letter of concurrence from MaineDOT. MaineDOT shall process its review and comment within one week. Failure to respond within one week shall be deemed acquiescence to NHDOT selecting a contract bid without concurrence from MaineDOT.
- d. NHDOT expects to advertise the Project for solicitation of competitive construction bids in June, 2023. Construction is estimated to extend through the 2024 construction season, with an anticipated completion date of October 25, 2024.
- e. If applicable, the work administered shall include any approved additional work requested by either the Town of Lebanon, Maine (“Lebanon”) or the Town of Milton, New Hampshire (“Milton”), subject to review, approval and cost-sharing as further set out in this Agreement.
- f. NHDOT shall be the sole administrator of the Project Contracts and will pay all Project Contract costs up front, subject to the cost sharing allocations set out in the *Project Cost Sharing and Invoicing* section of this Agreement.
- g. NHDOT agrees that it shall not hire a consultant or contractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project by any federal department or agency, and shall require its contractors and consultants to ensure that their subcontractors and principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project by any federal department or agency. NHDOT shall notify MaineDOT promptly if it becomes aware of a Project contractor, subcontractor, consultant or principal being disqualified from Project participation under the terms of this section.

2. Project Scope, Design and Pre-Construction Responsibilities:

- a. Project scope that will be the subject of the Project Contracts shall include design and construction of the bridge portion of the Project, as well as all associated approach work on both Townhouse Road in Milton and New Bridge Road in Lebanon (the “Project Scope”).
- b. *Subject to the limitations described in Section 2.c. below*, Project Scope shall also include 1) all necessary design elements associated with environmental, archaeological and cultural resources in both New Hampshire and Maine; 2) all Right-of-Way design elements in both New Hampshire and Maine; and 3) all permitting and utilities elements directly associated with the construction of the bridge structure itself.
- c. NHDOT will consult MaineDOT before implementing any adjustments to the Project Scope, and MaineDOT will, likewise, notify NHDOT of any proposed changes it wishes to implement. Any such changes shall be in writing and mutually agreed upon

by both Parties. To the extent that any requested or approved changes are due to additional work requested by either Milton or Lebanon, the costs of such additional work shall be borne by the Party associated with the state in which such work will occur. Any negotiation for cost sharing between a Party and Milton or Lebanon shall be separate from this Agreement and shall not affect the cost-sharing allocations set out between NHDOT and MaineDOT herein.

- d. Project Design Milestones. NHDOT agrees to share information about the Project with MaineDOT at the following milestones:
- Midpoint team meeting;
 - Formal public meeting(s);
 - Plan Impacts Complete (PIC);
 - 60% Plan Review;
 - 90% Plan Review;
 - Plans, Specifications and Estimate (PS&E) complete (98% complete);
 - Changes in the Project schedule or engineer's estimate of costs.
- e. The NHDOT will submit preliminary plans to MaineDOT for review and comment. MaineDOT will respond in writing with its comments and approval prior to any substantive work being performed on the final design of the Project by NHDOT. MaineDOT shall process its review and comment within 30 calendar days of receipt.
- f. The NHDOT will coordinate with MaineDOT relative to any public meetings. Further, NHDOT will attend any such public meetings held in Maine or New Hampshire to present the Project and participate in discussions, as needed and as appropriate.
- g. NHDOT will invite the MaineDOT Project Manager to the Project's pre-construction meeting.
- h. Responsibility for pre-construction activities not otherwise captured in the Project Contracts shall be allocated between the Parties as follows:
- i. Environmental, Archaeological and Cultural Resources:

Each Party shall review all Project work regarding environmental, archaeological, and cultural resources located in or associated with that Party's State, including without limitation all permitting and mitigation needs. Each Party shall report to the other to clearly identify the work necessary to be performed and administered in its own State to satisfy Project needs, including identification of all deliverables affecting the Project and timelines expected to produce such deliverables (the "Environmental Actions and Deliverables"). NHDOT shall be responsible for performing, administering and providing all necessary Environmental Actions and Deliverables required in New Hampshire, and MaineDOT shall be responsible for

performing, administering and providing all necessary Environmental Actions and Deliverables required in Maine. Notwithstanding the foregoing, the Parties agree that all design costs (including permitting and mitigation) associated with the Environmental Actions and Deliverables shall be included in the Design Contract, with associated costs for design shared equally by the Parties as set out in the *Project Cost Sharing and Invoicing* section of this Agreement.

ii. Right-of-Way (“ROW”) Identification and Acquisitions.

NHDOT, through its Design Contract, shall identify, categorize (e.g. temporary construction easement, drainage easement), and quantify all areas of necessary ROW acquisition within both New Hampshire and Maine to construct the Project. Based on this design information, each Party shall then report to the other to clearly identify the work necessary to be performed and administered in its own State to satisfy ROW acquisition needs, including identification of all deliverables affecting the Project and timelines expected to produce such deliverables (the “ROW Actions and Deliverables”). NHDOT shall then be responsible for performing, administering and providing all necessary ROW Actions and Deliverables required in New Hampshire, and MaineDOT shall be responsible for performing, administering and providing all necessary ROW Actions and Deliverables required in Maine. Notwithstanding the foregoing, the Parties agree that all design costs associated with the ROW Actions and Deliverables shall be included in the Design Contract, with associated costs for design shared equally by the Parties as set out in the *Project Cost Sharing and Invoicing* section of this Agreement.

iii. Permitting and Utilities.

Each Party shall review all Project requirements for permitting or utility impacts. Each Party shall report to the other to clearly identify the work necessary to be performed and administered in its own State to satisfy Project needs, including identification of all deliverables affecting the Project and timelines expected to produce such deliverables (the “Permitting and Utilities Actions and Deliverables”). NHDOT shall be responsible for performing, administering and providing all necessary Permitting and Utilities Actions and Deliverables required in New Hampshire, and MaineDOT shall be responsible for performing, administering and providing all necessary Permitting and Utilities Actions and Deliverables required in Maine. Prior to Project advertisement, MaineDOT shall provide NHDOT with all permits or agreements for which MaineDOT is responsible under this subsection. Each Party shall be responsible for its costs associated with work performed under this subsection. Notwithstanding the foregoing, the Parties agree that all costs associated with the Permitting and Utilities Actions and Deliverables, to the extent that such are directly related to the construction of the New Bridge structure, shall be shared by the Parties as set out in the *Project Cost Sharing and Invoicing* section of this Agreement.

3. Project Cost Sharing and Invoicing:

- a. The estimated cost of the Project is **\$2,188,100.00** (the “Estimated Project Costs”), assuming a 90’ simple span bridge (no piers), 24’ roadway width, and no sidewalk. The division of the Estimated Project Costs is as follows:

Bridge Replacement & Approach Roadways	NHDOT Share 50%		MaineDOT Share 50%	Total Estimated Cost
	FHWA Portion (80%)	Non-FHWA Portion (20% local match)		
Preliminary Engineering – Preliminary Design	\$142,000.00	\$35,500.00	\$177,500.00	\$355,000.00
Preliminary Engineering – Final Design	\$86,000.00	\$21,500.00	\$107,500.00	\$215,000.00
Construction	\$528,000.00	\$132,000.00	\$660,000.00	\$1,320,000.00
Construction Engineering	\$52,800.00	\$13,200.00	\$66,000.00	\$132,000.00
Subtotal	\$808,800.00	\$202,200.00	\$1,011,000.00	\$2,022,000.00
NH Env. Costs	\$20,000.00	\$5,000.00		\$25,000.00
ME Env. Costs			\$25,000.00	\$25,000.00
Right of Way NH	\$8,000.00	\$2,000.00		\$10,000.00
Right of Way Maine			\$5,000.00	\$5,000.00
Indirect Costs	\$80,880.00	\$20,220.00		\$101,100.00
Total	\$917,680.00	\$229,420.00	\$1,041,000.00	\$2,188,100.00

- b. Notwithstanding the Estimated Project Costs outlined in the table above, all actual Project costs incurred (the “Actual Project Costs”) will be divided between the Parties as follows:

- i. **NHDOT and MaineDOT shall share equally (50% by each Party) in all Actual Project Costs associated with the following:**

1. All Design Contract costs;
2. All Construction Contract costs;
3. All design and construction related costs incurred by either Party after execution of this Agreement in connection with either Party’s staff costs, excluding overhead/(indirect costs), to the extent that such staff costs are directly associated with design and construction engineering (e.g., project management, inspection, plan and specification review);

4. All Permitting and Utility Actions and Deliverables costs to the extent that such costs are directly related to the construction of the New Bridge structure and not the highway approaches.
 5. All design and construction-related costs incurred by NHDOT after execution of this Agreement in connection with the Project for work performed by other New Hampshire state agencies (excluding overhead), or consultants or contractors hired by NHDOT outside of the Project Contracts, *unless otherwise specified in this Agreement*.
- ii. *Except for the components included in the Design Contract as set out in Section 2.c. above, NHDOT and MaineDOT shall each pay 100% of its own costs incurred* outside of the Project Contracts in connection with the following:
1. Environmental Actions and Deliverables;
 2. ROW Actions and Deliverables;
 3. Permitting and Utility Actions and Deliverables that are not directly related to the construction of the New Bridge structure;
 4. All staff costs (PE) that are not otherwise identified as design and construction engineering costs;
 5. All costs and activities that are expended or performed by either Party in connection with the Project prior to execution of this Agreement.
- c. Provided that the Actual Project Costs by phase are within 10% of the Estimated Project Costs by phase, the Parties' shares will be allocated as set out above. Otherwise, the Parties reserve the right to reconsider the percentage allocations set out above. Any revision to the allocations set out above shall be in writing and approved by both Parties.
- d. Invoicing and Payment:
- i. NHDOT will invoice MaineDOT on a monthly basis for MaineDOT's share of Project Costs incurred to date;
 - ii. MaineDOT will submit payment to NHDOT within thirty (30) calendar days of invoice receipt. If MaineDOT does not concur with invoiced charges, they must contact NHDOT, within 15 days of invoice receipt.
 - iii. NHDOT Project invoices sent to MaineDOT for reimbursement shall include all supporting documentation (e.g. proof of payment) and show all previous

payments made by MaineDOT for this Project as a credit toward the amount owed to NHDOT for each phase. The invoice structure shall include details of work completed consistent with the scope of work as set forth and agreed upon at the scoping meeting.

- iv. Each Party will document its internal staff costs related to construction engineering, excluding overhead, and will invoice one another on a monthly basis, such that each Party has assumed responsibility for its agreed upon, allocated share of such costs. Each Party shall provide one another with all appropriate supporting documentation (i.e. proof of payment/billable hours) of such costs.
- v. Following Project completion, and MaineDOT's final inspection and written acceptance of that portion of the Project located within the State of Maine, and upon NHDOT's final payment to all Project contractors after all quantities are verified and any required adjustments have been made, NHDOT will invoice MaineDOT for any remaining MaineDOT share as determined by the contract prices, completed quantities of work, and all final reconciliation of NHDOT and MaineDOT internal staff costs. This final invoice will reflect any balance due to NHDOT or credit owing by NHDOT to MaineDOT. If credit is owed to MaineDOT, NHDOT shall remit payment in the amount of such credit within 30 days of this final invoiced accounting.
- vi. NHDOT shall certify that all invoices properly represent payment for work that has been completed and paid for by NHDOT.
- vii. Invoicing Disputes.
 1. If MaineDOT does not concur with invoiced charges as set out in Section 3.d.ii above (the "Dispute"), and the Dispute cannot be resolved between the Parties' respective Project Managers, the Dispute shall be referred to NHDOT's Assistant Commissioner/Chief Engineer and MaineDOT's Chief Operating Officer, or their selected designees (the "Executive Officers"), for review and negotiation.
 2. If the Executive Officers are unable to resolve the Dispute, either party may seek whatever remedies are available at law.

4. Construction Implementation and Oversight:

- a. NHDOT shall ensure that the Project is constructed in accordance with the Construction Contract.
- b. MaineDOT may inspect the work on the Project upon reasonable notice to NHDOT.

- c. MaineDOT will allow NHDOT's contractor to control all traffic through the work areas on the Project as necessary to permit construction thereof in the manner specified in the Traffic Control Plan approved by NHDOT and reviewed by MaineDOT. MaineDOT will further ensure that Lebanon allows the same control by the contractor.
- d. NHDOT will keep MaineDOT informed as to Project construction progress and shall communicate promptly regarding any impacts that could affect the Project schedule or Estimated Project Costs.
- e. NHDOT will notify MaineDOT when construction of the Project is substantially complete, at which time MaineDOT will inspect the portion of work located in Maine and will notify NHDOT, of either acceptance of the Project or items needing correction.

5. **Miscellaneous Provisions:**

- a. This Agreement, and all obligations of the Parties hereunder, shall become effective when signed by all signatories and on the date of approval of this Agreement by the Governor and Executive Council of the State of New Hampshire.
- b. This Agreement may be amended when such an amendment is agreed to in writing by all signatories and approved by the State of New Hampshire's Governor and Council.
- c. MaineDOT shall have the right at all reasonable times to inspect and review all plans, contracts, documents, books, vouchers and records pertaining to the Project, including, but not limited to, accounting and auditing records upon which the costs to MaineDOT are to be based.
- d. Non-Appropriation. Notwithstanding any other provision of this Agreement, if MaineDOT or NHDOT does not receive sufficient funds to fund this Agreement and other obligations of MaineDOT or NHDOT, if funds are de-appropriated, or if MaineDOT or NHDOT do not receive legal authority to expend funds from its Legislature or courts, then MaineDOT and NHDOT are not obligated to move forward with the Project.
- e. Each Party agrees to enter into a municipal agreement with their corresponding local municipality to ensure the provision of utilities, and the maintenance of all improvements and fixtures constructed, installed or furnished within that portion of the Project located in a Party's state, including all winter snow and ice control, in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards and to ensure that the New Bridge remains open to public use. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by the Parties to address maintenance and/or repairs described in this paragraph.

- f. Termination. The Parties may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice and in no event, shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by the Parties or specifically as the result of any failure by either of the Parties to perform any of the services required under this Agreement to the satisfaction of the other Party. In the event of termination, the Parties will be responsible for their share of any costs, expenses, penalties and/or liabilities expended, committed or imposed in connection with the Project Scope and the Project Contracts as of such date of termination. Each Party will be individually responsible for any FHWA payback requirements imposed on that Party by FHWA due to such termination.
- g. Activities carried out under this Agreement shall be performed in compliance with all applicable state and federal laws, statutes, rules, regulations, standards and guidelines. To the extent not otherwise governed by federal law, the respective rights and obligations of the Parties under this Agreement with respect to activities conducted within the limits of the State of New Hampshire will be governed by New Hampshire law (without regard to conflicts-of-law principles that would require the application of any other law), and the respective rights and obligations of the Parties under this Agreement with respect to activities conducted by a Party within the limits of the State of Maine will be governed by Maine law (without regard to conflicts-of-law principles that would require the application of any other law). Nothing herein shall be deemed to constitute a waiver of sovereign immunity of either the State of New Hampshire or the State of Maine, each of which is hereby reserved to the respective State.
- h. The Parties shall avoid hindering each other's performance, fulfill all obligations diligently, and cooperate in achievement of the intent of this Agreement.
- i. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without the express written permission of both Parties.
- j. This Agreement constitutes the entire agreement between the Parties; supersedes all prior oral or written agreements, understandings, and courses of dealing between the Parties with regard to the subject matter of this Agreement; and may only be amended or modified by a writing signed by all Parties and approved by New Hampshire's Governor and Executive Council.
- k. All provisions of this Agreement as appended, except those which by their very nature are intended to survive, shall expire upon completion of Project construction and final collection and/or payment of all outstanding Project invoices, if any.
- l. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement,

and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

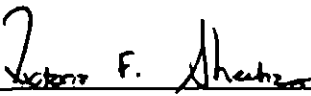
6. **Notices:** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016
Attn.: _____
Email: _____


NHDOT: New Hampshire Department of Transportation
7 Hazen Dr.
P.O. Box 483
Concord, NH 03302-0483
Attn.: _____
Email: _____

This AGREEMENT is here by executed by the Parties and effective when signed by all signatories and on the date of approval of this Agreement by the Governor and Executive Council of the State of New Hampshire as documented below.

STATE OF NEW HAMPSHIRE
Department of Transportation

By: 
Victoria F. Sheehan
Commissioner
Duly authorized

STATE OF MAINE
Department of Transportation

By: 
Bruce A. Van Note
Commissioner
Duly authorized

INTERSTATE AGREEMENT
Milton, NH – Lebanon, ME
NH State Project No. 40658
FHWA Project No. X-A004(865)
MaineDOT WIN 022244.00

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This AGREEMENT has been reviewed and is approved as to form and execution.

Date: 11/7/2022

Emily C. Hussey
Office of Attorney General
State of New Hampshire

This is to certify that the GOVERNOR AND EXECUTIVE COUNCIL of the State of New Hampshire on the _____ day of _____, 20___ approved this AGREEMENT as Item # _____.

Date: _____

ATTEST:

By: _____
Secretary of State of New Hampshire

MUNICIPAL AGREEMENT

FOR

MILTON, NH – LEBANON, ME

NH STATE PROJECT: 40658

FEDERAL PROJECT: X-A004(865)

THIS AGREEMENT, executed in *triplicate*, made and entered into this 29th day of November, 2021, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the Town of Milton hereinafter called the "TOWN".

WITNESSETH that,

WHEREAS, financial assistance from the DEPARTMENT is available from the State-Aid Bridge Program and/or the Federal Municipal Off System Bridge Program for the purpose of defraying a portion of the cost of a project titled Milton, NH – Lebanon, ME 40658, Townhouse Road over Northeast Pond bridge replacement; and

WHEREAS, the DEPARTMENT possesses the professional staff and expertise to effectuate full compliance with Federal and State laws and regulations; and

WHEREAS, there is no provision under State law to allow the DEPARTMENT to participate in the laying out of Townhouse Road (a Class V highway within the Town of Milton); and

WHEREAS, the State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones; RSA 228:21 and 228:27; and

WHEREAS, the DEPARTMENT intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety;

WITNESSETH, that in consideration of the mutual covenants hereinafter agreed, and in the interest of the public in coordinating the actions and responsibilities of the DEPARTMENT and the TOWN, for the improvement of Townhouse Road, the parties to this Agreement do hereby agree as follows:

- A. The TOWN does hereby designate the DEPARTMENT as its lawful and exclusive agent for the purpose of effectuating compliance with all applicable Federal laws and regulations relating to the location and construction of said project, and the securing of a general contractor for the bridge replacement project and the actual construction of said highway/bridge.
- B. The estimated cost of the project is \$2,188,100, assuming a 90' simple span bridge (no piers), 24' roadway width, and no sidewalk. Indirect costs of 10% will be charged for all efforts managed by the NHDOT on Milton's share of project costs. Costs shall be charged against the appropriately designated State project account number. The division of all costs for this project will be as follows:

Bridge Replacement & Approach Roadways	NHDOT Share 50%		MaineDOT Share 50%	Total Estimated Cost
	FHWA Portion (80%)	Non-FHWA Portion (20% local match)		
Preliminary Engineering - Preliminary Design	\$142,000.00	\$35,500.00	\$177,500.00	\$355,000.00
Preliminary Engineering - Final Design	\$86,000.00	\$21,500.00	\$107,500.00	\$215,000.00
Construction	\$528,000.00	\$132,000.00	\$660,000.00	\$1,320,000.00
Construction Engineering	\$52,800.00	\$13,200.00	\$66,000.00	\$132,000.00
Subtotal	\$808,800.00	\$202,200.00	\$1,011,000.00	\$2,022,000.00

MUNICIPAL AGREEMENT
MILTON, NH – LEBANON, ME
NH State Project No. 40658
FHWA Project No. X-A004(865)

NH Env. Costs	\$20,000.00	\$5,000.00		\$25,000.00
ME Env. Costs			\$25,000.00	\$25,000.00
Right of Way NH	\$8,000.00	\$2,000.00		\$10,000.00
Right of Way Maine			\$5,000.00	\$5,000.00
Indirect Costs	\$80,880.00	\$20,220.00		\$101,100.00
Total	\$917,680.00	\$229,420.00	\$1,041,000.00	\$2,188,100.00

- a. All Preliminary Engineering and Construction costs shall be split equally between the Department and MaineDOT.
 - b. The Department's share of all design and ROW incidental costs as part of Preliminary Engineering for the bridge portion of the project shall be borne by the DEPARTMENT and the TOWN in the ratio of 80% Federal Aid Bridge allocation and 20% TOWN funds with the remaining funding coming from the State of Maine and/or the Town of Lebanon, Maine.
 - c. Any preliminary design, final design, and design overhead costs and activities that are expended or performed by NHDOT for this project prior to execution of this Agreement will be the sole responsibility of NHDOT, and the TOWN will not be obligated to participate and/or share in said costs.
 - d. NHDOT may unilaterally authorize changes in the funding up to 10% of the phase total (Engineering and Construction) without prior approval by all Parties. Any changes exceeding 10% must be in writing and approved by the Parties.
 - e. If the cost of the Project varies from the Total Estimated Costs, the amounts owed will be adjusted in accordance with the percentages above.
 - f. In the event the TOWN, prior to construction, cancels the project, then all design, right of way, construction, and design overhead costs incurred to date would be 100% TOWN funds.
 - g. Right of Way acquisition costs for permanent and/or temporary property rights in New Hampshire shall be borne by the DEPARTMENT and the TOWN in the ratio of 80% Federal Aid Bridge allocation and 20% TOWN funds.
 - h. All Environmental Permitting or mitigation costs incurred for this project for work done in New Hampshire shall be borne by the DEPARTMENT and the TOWN in the ratio of 80% Federal Aid Bridge allocation and 20% TOWN funds.
- C. Provision of cost share funds to the DEPARTMENT shall be in the following manner:
- a. The TOWN shall provide its full share of Preliminary Engineering funds immediately following the execution of this Agreement by the Governor and Executive Council.
 - b. The TOWN shall provide its full share of ROW costs at the completion of appraisals of the Right of Way acquisition costs for permanent and/or temporary property rights in New Hampshire.
 - c. The TOWN shall provide its full share of Construction and Construction Engineering funds prior to construction and based on estimated project costs after receipt of bids. The TOWN shall be responsible for 20% of the overall actual construction costs in NH determined after acceptance of the completed project.
 - d. The Town shall provide indirect costs of 10% for all efforts managed by the NHDOT with each of the payments detailed in a. through c., above.
- D. In regard to acquisitions, the DEPARTMENT may provide assistance to the TOWN but shall not be considered the Condemnor. The DEPARTMENT shall assist with specific acquisition elements related to the TOWN'S portion of the project, including:

MUNICIPAL AGREEMENT
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NH State Project No. 40658
FHWA Project No. X-A004(865)

- a. Providing guidance on the NHDOT Right-of-Way Manual, policies, practices, and procedures.
 - b. Performing title abstracting and identification of interested and/or affected parties. The TOWN shall hold the DEPARTMENT harmless for any errors, omissions, inaccuracies, opinions, and/or defects related to the title abstracting services performed by the DEPARTMENT. Any dispute arising out of the title abstracting services performed by the DEPARTMENT shall be defended by the TOWN.
 - c. Providing support for the Public Hearing.
 - d. Performing market value appraisals and rendering the appropriate reports to establish just compensation for affected properties. The TOWN shall hold the DEPARTMENT harmless for any errors, omissions, inaccuracies, opinions, and/or defects related to the appraisal services performed by the DEPARTMENT. Any dispute arising out of the appraisal services performed by the DEPARTMENT shall be defended by the TOWN.
 - e. Negotiating property acquisitions with individual property owners in good faith. All necessary property rights will be acquired in the name of the TOWN using 80% Federal funds and 20% TOWN funds.
 - f. Processing payments through the NHDOT Right of Way Management System.
 - g. Notifying the TOWN in advance of initial presentation of offer for information only, and
- E. In regard to acquisitions, the TOWN shall be the Condemnor. The Town shall be responsible for the following:
- a. Compliance with any/all procedures for the layout or alteration of town highways that may be applicable pursuant to NH RSA Chapter 231. This may include, but is not limited to, receipt of petition, notice, hearing, assessment of damages, payment of damages, and return of layout.
 - b. Compliance with any/all procedures for the condemnation of land that may be applicable pursuant to RSA 498-A. This may include, but is not limited to, initial contact with property owners, reasonable efforts to negotiate with property owners, providing a copy of the appraisal to property owners, preparing and serving a written notice of offer, preparing and filing a declaration of taking, depositing just compensation, recordation and the payment of recording fees for all applicable documents, and notice to condemnee(s).
 - c. Payment to affected property owners that arises out of preliminary negotiations, acceptance of a notice of offer, award of just compensation, damages assessed by the Board of Tax and Land Appeals, damages awarded by a court of competent jurisdiction, and/or sums associated with the settlement of claims using 80% Federal funds and 20% TOWN funds.
 - d. Appearing before the Board of Tax and Land Appeals or any other court of competent jurisdiction to defend the taking of land and award of just compensation. This may include selecting and compensating counsel, expert witnesses, or any other service that the TOWN may deem necessary to defend its actions. The DEPARTMENT and its counsel have no duty to defend against any claim, or provide any service in support of such a defense, arising out of the TOWN'S acquisition.
- F. The DEPARTMENT will be responsible for the management and operation of the Town streets within the designated construction work zone throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the

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project. The TOWN delegates to the DEPARTMENT the authority to control traffic within the construction zones of this project.

- G. The TOWN shall, at its own cost and expense, maintain the reconstructed TOWN road portions indicated above once the work under the construction project is completed: including pavement markings, signing, and removal of snow; ensure the provision of utilities, and the maintenance of all improvements and fixtures constructed, installed or furnished, in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards, and ensure that the New Bridge remains open to public use to provide for full flow of traffic. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by the DEPARTMENT to address maintenance and/or repairs described in this paragraph.
- H. The TOWN shall provide or cause to provide for the future (summer and winter) maintenance of the sidewalks within its jurisdiction, if added to the project, including snow removal in accordance with the TOWN's policy and practices, once the work under the construction project is completed.
- I. The TOWN agrees that should adjustments be necessary due to changed traffic conditions or operational needs, such adjustments will not be made without prior approval of the DEPARTMENT.
- J. The TOWN 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 TOWN 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 or the DEPARTMENT, which immunity is hereby reserved.
- K. It is further understood and agreed between the DEPARTMENT and the TOWN that the DEPARTMENT will not be responsible for any expenses or costs incurred by the TOWN under this Agreement.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the TOWN of Milton, New Hampshire, on this 5th day of November, 2021, and the Department of Transportation on this 09th day of November, 2021.

NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION

By: 
COMMISSIONER

TOWN OF MILTON

By: 
Selectmen, Chairman


Selectmen, Vice Chair


Selectmen

GOVERNOR & COUNCIL AUTHORIZATION
TO ENTER INTO AN AGREEMENT

Date

New Hampshire
Department of Transportation

Emily C. Goering
Signature

EMILY C. GOERING
Name

AAG
Title

NH Attorney General

Governor and Council
Approval

Secretary of State

Dated

**Town of Milton
BOARD OF SELECTMAN MEETING
November 1, 2021**

ATTENDANCE:

Members: Claudine Burnham (Chair), Andrew Rawson, Matt Morrill

Staff: Chris Jacobs, Town Administrator

Public: Karen Brown, Chief Richard Krauss, Bruce Woodruff, Travis Corriveau, Emily Meehan, Al Goodwin, Laura Turgeon, Glenn Bailey, Karen Golab, Jess Shearn, Larry Brown, Steve Lieber

Claudine Burnham, Chair, opened the public session at 6:00PM.

1.) Pledge of Allegiance: Claudine Burnham, Chair, led the meeting in the Pledge of Allegiance.

2.) Public Comment: There were no public comments.

3.) Announcements and Community Calendar:

a.) Milton Mills volunteers and businesses will be holding a holiday stroll on Saturday, November 27th from 12 to 5PM in the Milton Mills Village. Folks are encouraged to "stroll" along the sidewalks, co-mingle, be merry and also hopefully, shop locally for some of their holiday needs.

b.) Saturday, November 7th from 10AM-2PM is the Christian Crafter's Christmas Fair at the Town House which will benefit local charities.

4.) NEW Business – Discussion and Possible Actions:

a.) **Appointment of School Board member:** Because the Milton School Board did not select a candidate to fill the vacant position, this was brought to the Board for their selection. Ms. Burnham asked if any of the two candidates present wanted to briefly explain why they were running for the school board.

Larry Brown: Mr. Brown explained he has been involved in many of the town's boards and where he believes the school board should be.

Travis Corriveau: Mr. Corriveau explained he is a regular attendee at the school board meetings and is active in the school.

The BOS members presented their opinions. Mr. Morrill wished this was the something the school board could have figured out on their own. Mr. Rawson thanked both Mr. Brown and Mr. Corriveau for all that they have done. He further stated since Mr. Corriveau only lost by a few votes during the last election, the taxpayers have already made their selection and ethically the BOS should select Mr. Corriveau as the school board member. Ms. Burnham stated she has attended several school board meetings since June and appreciates all that has been done and that more parents are getting involved. She revised the last town meeting and videos of previous school board meetings and reviewed the state constitution. Ms. Burnham looked at all the contributions made and who she believes has stepped up and tried to do what is right. Looking at all three applicants (Don Diamant was unable to attend the BOS meeting) she explained there is only one individual who she felt really did their research and had the understandings, especially as it pertains to grants and policies,

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who should fill the position. She clarified the position is just for the next four months and will be up for vote in March.

Mr. Rawson made a motion to seat Travis Corriveau until the next election. Mr. Morrill seconded the vote. Mr. Morrill seconded the motion. Mr. Rawson and Mr. Morrill voted yes; Ms. Burnham voted no. The motion passed.

Ms. Burnham swore in Travis Corriveau as member of the Milton School Board. The Board offered their congratulations.

- b.) **Review a proposed contract with Avitar Associates of New England, Inc. for assessing services in FY2022 through FY2024:** Mr. Jacobs explained he received the proposed contract from Avitar who do the assessing and appraisal field work for the town. Last year the board signed a one-year contract for \$42,096. To move forward the amount of 2022 & 2023 is \$19,860 which is a reduction from previous contract due to Avitar's staffing shortages which means they will no longer provide two regularly scheduled days of service in Milton. They will continue to respond to building permits, transfers, subdivisions, etc. Mr. Jacobs pointed out to the BOS this could be turned into a three-year contract which might be beneficial since in 2024 there will be a town-wide re-evaluation (cost of ~\$105,000). This would be important as part of their service reduction means they are not reassessing a portion of the town each year. For years 2022 & 2023 will fall more out of an assessed ratio value (below 90%). If the contract would also include 2024, could lock in contract and allow the town to take monies from end-of-year unexpended resources and apply them to the contract so the town would not have to raise the \$105,000 in March of 2023.

Mr. Rawson explained they originally signed just the one-year contract because they didn't feel Avitar was not really doing what they were supposed to be doing. It's helpful to have someone actually on-site on a regular basis. This service is what taxpayers are paying for. Mr. Jacobs explained they can schedule a time to provide a specific service on-site, just not on a regular time schedule. Avitar would continue to represent the town in Concord, will still go out and do assessments, and would be available to talk by phone or via email. Mr. Jacobs has discussed with the town staff who would like to continue working with Avitar. If monies are put away over the next few years this will help offset pain to the taxpayers. Mr. Rawson stated he is fine with going with the three-year contract.

Ms. Burnham made a motion for the Town of Milton to enter into an agreement with Avitar Associates of New England, of Chichester, NH, to provide assessing services for fiscal year 2022 through 2024 at \$19,680 per year and a re-evaluation in 2024 for \$105,792. This is a multi-year contract and shall expire 12/31/2024 or whenever the re-evaluation is completed. Mr. Rawson seconded the motion. All were in favor; the motion was approved.

- c.) **Chief Richard Krauss – computer and sign board purchases:** Chief Krauss had previously explained issues experienced with the MBT/Cruisers. He has been able to band aid three of the four that needed to be replaced (one is now out of service). He is requesting to purchase Panasonic Tough Books for replacements. He had contacted two vendors to get

prices. From the computer company he has used, they gave a quote of \$4,022/MBT. From the cruiser company, he received a quote of \$3,199/MBT. These prices have increased since the last purchases. Chief Krauss requested he be able to purchase the MBTs through the cruiser supplier and if those are not available, then to reach out to the computer supplier. The turnaround time to receive them would be about two weeks. Mr. Rawson questioned if the funds are in the budget and Chief said yes, they are. Mr. Rawson suggested approving the request at the higher quoted amount of \$16,089.96 (4 @ \$4,022/each) as this is a tool they really require.

Mr. Rawson made a motion to approve Chief Krauss purchasing of four tough books at \$16,089. Ms. Burnham seconded the motion. All were in favor; the motion was approved.

Grant – Sign Board: Chief Krauss received the grant back from the state with approval for \$20,000 to purchase the third sign. There are three options to select from: large sign (same size as one already using); small size (like the speed trailer) and a mid-range sign which Chief said it would be easier for them to place on side roads that don't have as big a shoulder, or no breakdown areas as other roads may have. For example, during the recent construction on Tenerife, they could not put the larger sign as there was no safe spot for them to place it. Mr. Rawson questioned with the \$20,000 grant, how much will the new sign cost. Chief Krauss said the mid-sized sign (the size he is recommending) is quoted at \$19,500 which would be covered entirely with the \$20,000 grant.

Mr. Rawson made a motion to approve Chief Krauss' purchase the mid-level sign at \$19,500 and if the price would be higher than the \$19,500, the Town Administrator would make a decision whether or not to move forward with the purchase or to bring it back to the board. Ms. Burnham seconded the motion. All were in favor; the motion was approved.

Chief Krauss heard from Ford that Cruiser 1 which was purchased in 2020 has not been released by Ford and should get by mid-November. After it arrives, Chief asked what would the BOS want to do with the old cruiser 1. It can be auctioned like previous cars, the town can keep the car and get rid of another car currently owned by the town or can determine the trade-in value and sell it. Mr. Rawson said having the town purchase the car would be of more benefit than trading it in and allow them to retire the much older car currently being used. The board agreed to cycle it over to the town upon the new car's arrival.

- d.) **Affinity – LED Streetlight project presentation by Steve Lieber:** Mr. Lieber from Affinity LED Lighting located in Dover provided information on converting all of Milton's streetlights to LED. He did receive information from Eversource; according to Eversource, Milton has 107 streetlights. Affinity will provide an audit of all the lighting to ensure the final number is accurate. Milton currently pays ~\$16,000 for the street lighting. Changing over to LED would result in over \$8,000 in savings per year (~53% savings). While the cost to switch to LED would cost \$38,000 from Affinity, Eversource will support \$10,550 which means the net cost to Milton is \$28,300. With an annual projected savings of \$8,000 per year, in just over three years, this switch would pay for itself (over the next 20 years - \$160,000 in savings). Mr. Lieber presented an information packet detailing the information and is asking for the town to make a commitment to this project. Mr. Jacobs said he has worked with Affinity in

his previous position; with the expected projected savings this would be a good move for the town. Because it's expected to come in under budget this year, the BOS may want to consider paying for this in this year's budget. Mr. Lieber indicated by performing an audit they will look at every light in the town and by making the change would lead to less overall energy consumption. Affinity would provide the lighting review after the audit. Affinity has also done an internal audit of the school buildings. Mr. Rawson agreed there would definitely be a cost savings. Ms. Burnham requested the BOS have some time to review the information and suggested this item be brought to the next meeting.

- e.) **Fielding's Oil and Propane price protection contract form:** Mr. Jacobs explained the road agent had received a proposal from Fielding's to deliver heating oil to the town building (Town Hall) for the coming winter season. The price quoted is 2.499/gallon. The contract would end 5/31/2022. The town's purchasing policy does exempt heating & oil from the bidding process; Mr. Jacob's is bringing this to the board because the contract does extend into FY2022. Mr. Rawson indicated at \$2.49/gallon is not a bad price currently and is OK with accepting the proposal.

Mr. Rawson made a motion for the town of Milton to enter in an agreement with Fielding's Oil and Propane, Inc. of Rochester, NH, to purchase heating oil at the purchase price of \$2.499 per gallon delivered to the various town owned buildings within Milton. This is a multi-year contract expiring 2022. Ms. Burnham seconded the motion. All were in favor; the motion was approved.

- f.) **Town Hall evaluation and assessment services – Dan Bisson Architect:** Mr. Jacobs explained there has been staff discussion regarding the former Head Start building. Mr. Jacobs had a concern they did not have all of the information and reached out to Dan Bisson who is a retired architect and asked him to prepare a proposal for a building evaluation; this proposal would focus on the current Town Hall building and focus on space needs, safety codes and issues, flooring concerns, mechanicals, heating & cooling systems, how the building is currently being used now and going forward for 10 years helping to ask the question can this building be improved and expanded which could help to decide whether or not to move town hall operations to another building. Mr. Bisson quoted \$9,400 to provide the evaluation. Mr. Jacobs believes this would be a wise move to have the building go through this evaluation before any decision is made. Mr. Bisson is the only person he has reached out to and asked if the BOS would like him to get another one to two quotes. Ms. Burnham agreed there is a lot of work to be done but is concerned with only having the one bid. Mr. Rawson agreed and requested Mr. Jacobs get additional quotes. Mr. Jacobs will work to get additional quotes.
- g.) **2022 Holiday schedule for review and approval:** Mr. Jacobs prepared the 2022 holiday schedule. He indicated while Juneteenth is now a federal holiday, it has not yet been adopted in New Hampshire and is not considered a NH state holiday. Therefore this is not included on the 2022 schedule. Mr. Jacobs asked the BOS to approve the prepared 2022 holiday schedule.

Ms. Burnham made a motion to adopt the holiday calendar for 2022 as presented by the Town Administrator. Mr. Rawson seconded the motion. All were in favor; the motion was approved.

- h.) **2021 Fire Department Temperature Control Systems Maintenance contract:** This was tabled to the next BOS meeting.
- i.) **Event Permit for Milton Mills Holiday Stroll:** The holiday stroll is scheduled for November 27th (Small Business Saturday) for businesses in the Milton Mills village. While there is no official organizer, Nicole Hunter will be the permit holder for the event. Mr. Jacobs and Chief Krauss have already discussed the event. Because there will be no road closures, etc. Mr. Jacobs recommended the application fee and request for insurance be waived.

Mr. Rawson made a motion to waive the application fee and insurance request. Ms. Burnham seconded the motion. All were in favor; the motion was approved.

- j.) **Town House Bridge:** Mr. Bruce Woodruff, town planner, explained the previous BOS had selected him as the point person for the Town House Bridge project. He explained in 2019 they worked with DOT regarding the municipal agreement which included costs. Unfortunately, there were delays due to neighboring community in Maine with no interstate agreement. On August 21st of this year, he received a new municipal agreement which stated the only changes in the agreement have to do with financials. There has been an increase in the costs, and he has reviewed these with the Town Administrator and checked that between the Capital Reserve Funds for the Town House Bridges and the Bridges Capital Reserve Fund there should be enough funds to pay for the anticipated increases. Mr. Woodruff stated he has reviewed the language in the new municipal agreement which is very similar with no major changes have been made. He suggested the sooner this agreement can be signed and returned to the DOT this can then be approved to enter into the design phase (preliminary) and lock in the amount; he recommended the BOS sign the municipal agreement as soon as possible. Mr. Jacobs reiterated he believed while there are adequate monies available from the Capital Reserve Funds, until the actual dimensions (size & width of bridge) are determined, the prices may change since the design will ultimately set the cost. Mr. Woodruff said the agreement does state the size and width of the bridge along with that it will have no sidewalks. Mr. Rawson questioned when the project was scheduled to begin; it's slated to begin in 2023. The local match for Milton was increased to \$229,000 (from \$179,000). Mr. Jacobs stated again he believes there are more than enough monies in the funds to cover and enter into the agreement.

5.) OLD Business:

- a.) **FY2022 Budget Review with the Police Department, Recreation, Supervisors of the Checklist, Trustee of Trust Funds, Town Clerk, Tax Collector, Administrator, Moderator**
The BOS continued review of the FY2022 Budget with various departments. Ms. Burnham explained the Budget Committee is also reviewing the budget by looking at historical data of expenditures to help make recommendations to department budgets. Mr. Jacobs stated he has heard from department leaders about their concern and focus on not exceeding their budgets and they all work really hard to stay within their budgets. He also wanted to recognize in over 10 years the overall town budget has never been fully expended 100% and those additional

monies, if needed, can be used to help any department if they should need to exceed their budget. Ms. Burnham stated the Budget Committee is focused on tightening and cleaning up the budget.

6.) Other Business That May Come Before the Board:

There was no other business.

7.) Approval of Minutes:

Non-Public Minutes:

Already approved.

Public Minutes:

Oct. 18, 2021 – Mr. Rawson made a motion to accept the **10/18/2021 Public meeting minutes as written**. Mr. Morrill seconded the motion. All were in favor; the motion was accepted.

8.) Public Comments Relative to Current Meeting Topics: Mr. Larry Brown – regarding discussions on lighting, bridge, building, and budget discussions, he explained as a member of the Budget Committee, during this budgeting process, their focus is on looking at the history to help determine projected expenditures and provide recommendations to department budgets. Mr. Rawson stated regarding the bridge, moving forward, it's very important to live within our means.

9.) Expenditure Reports: There was no report.

10.) Town Administrator:

a.) The next BOS meeting is scheduled for **November 15, 2021**. The Budget Committee and BOS will hold a joint meeting on November 18th at 6:00PM.

b.) I will be on vacation from **Nov 2 to Nov 14** and back in the office on **Nov 15th**.

c.) **Auditing Services Update** - Mr. Jacobs stated the current town auditors are requesting the town secure a new auditor. He has reached out to the town's previous auditor asking them to submit a proposal which he will bring to the December 6th meeting for review.

d.) **Tax Rate Setting Update** - Brittanie and Joanne have reached out on multiple occasions to the State DRA to determine the date to set the tax rate; to date there has been no response. The MS535 report which was the last document was uploaded in mid-September; the last communication to DRA was October 25th.

e.) **Update from Sue Serino, Assessor:** Last week it was discovered ~100 property transfers had not been added into the system; working over two days this has now been caught up.

f.) **The Tax Deed Parcel bid information** is now out and available on the website. Bids are due by **November 29th**. The **Surplus Vehicles bid** is out with information posted on the town website. Bids are due by **November 29th**.

g.) **Mr. Jacobs response to recent social media post on specific property (39 Ripley Lane) and comments/complaints.** Mr. Jacobs indicated the town has taken over this property in late September and is working with the town's legal council to have the current tenants removed from the parcel. Because this is now being handled by legal council and the police department the town is limited in what it can say about the matter. If someone is concerned about this or other issues, please contact the town officials rather than post and potentially demean an employee, a committee member, or the town on social media.

h.) Jennifer King, Three Ponds Protective Association, would like to arrange a time at a January meeting to present on the water quality and what the town and other associations can do to work together to address the situation.

11.) Selectmen Comments:

Mr. Morrill questioned how many town buildings are currently heated using oil vs propane as when he reviewed the heating line-item on the budget, it appeared to be a lot of money. He also asked if there were bulk contracts for any of the buildings. Mr. Jacobs will research and get more information.

Mr. Rawson thanked everyone who participated in the Trunk or Treat; there were 18 cars, and the event went very well. He also thanked the crossing people who helped out with trick or treaters. They helped the police department to keep everyone safe.

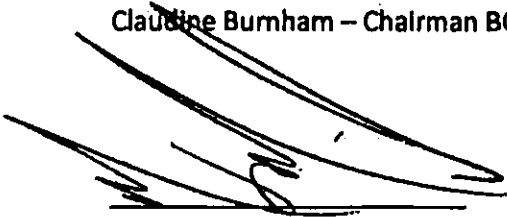
12.) Adjournment:

Ms. Burnham made a motion to adjourn the public meeting and to enter into the non-public meeting. Mr. Rawson seconded the motion. All were in favor; the motion passed. The public meeting adjourned at 8:20PM.

Given under our hands this 15th day of November, 2021.



Claudine Burnham – Chairman BOS



Matthew Morrill - Board Member



Andy Rawson - Board Member

END OF DOCUMENT.