

**Town of Moultonborough
Board of Selectmen
Meeting Agenda
Tuesday, January 20, 2026
5:00 P.M.
6 Holland St. Moultonborough, NH**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. REVIEW / APPROVAL OF MINUTES**
 - A. 01/06/26 +01/06/26 NP
 - B. 01/12/26 +01/12/26 NP
 - C. 01/13/26 Public Hearing
- IV. CONSENT AGENDA**
 - A. Disposal Agreement: MBLU# 045/009 and MBLU# 022/007
 - B. New Hampshire Department of Revenue Administration Form PA-29
 - i. All Veteran's Tax Credit
 - ii. Solar Energy Systems Exemption
 - iii. Veteran's Tax Credit
 - C. Abatement Credit Refund: MBLU# 051-031-001
 - D. Land Use Change Tax: MBLU# 019-002
- V. NEW BUSINESS**
 - A. Presentation: 2026 Top Dog Contest Recipient Award
 - B. Action Re: Moultonborough Scout Troop 142 Fundraiser Request at the Transfer Station
 - C. Action Re: Appointment: Charles H. Wise, Jr. to LRPC Transportation Advisory Committee
 - D. Action Re: Moultonborough Milfoil Committee
 - i. Solitude Lake Management Service Agreement 2026
- VI. OLD BUSINESS**
 - A. Action Re: Amendment to Original Request to Restore Lots – Tabled from 01.06.26
- VII. OTHER BUSINESS**
 - A. Town Administrator Updates
- VIII. CITIZEN INPUT**
- IX. NON-PUBLIC SESSION**
 - A. RSA 91-A: 3, II (a), (c), (d), (l)
- X. ADJOURNMENT**

Any person with a disabling condition who would like to attend this public meeting and needs to be provided reasonable accommodations to participate please contact the Moultonborough Town Hall at 603-476-2347 so accommodations can be made. Interested parties may view this meeting by going to [Town Hall Streams](#).

**Town of Moultonborough
Board of Selectmen
January 6, 2026**

MEETING MINUTES

Present: Chairman Kevin D. Quinlan, Vice Chairman Jonathan W. Tolman, Selectman Karel A. Crawford, Selectman James F. Gray, Selectman Charles M. McGee. Town Administrator, Angela Bovill, Executive Assistant, Alison Kepple.

I. CALL TO ORDER: Chairman Quinlan called the meeting to order at 5:00 p.m.

II. PLEDGE OF ALLEGIANCE: The Board recited the Pledge of Allegiance.

III. APPROVAL OF MINUTES:

Vice Chairman Tolman motioned to approve the minutes of the 12/16/25 and 12/16/25 NP. Seconded by Selectman Gray. Vote: 4 - 0 - 1. (Selectman Crawford abstained). Motion passed.

IV. CONSENT AGENDA:

Selectman McGee motioned to approve the consent agenda item. Seconded by Selectman Gray. Vote: 5 - 0 . Motion passed.

V. NEW BUSINESS:

A. Action Re: Trust Fund Amendment – TF114 Human Services Fuel Assistance
Discussion on amendments to Trust Fund TF114 for Human Services Fuel Assistance.

Selectman McGee made the motion that the Moultonborough Selectmen agree and affirm that the Trustees of Trust Fund received donations of \$46,119.11 from Latchkey Charities, Altrusa, and others starting in 2012 to establish a Trust Fund TF114 to provide fuel assistance (wood, pellets, electricity, oil, propane, etc.), including the repair and maintenance of furnaces, to residents of Moultonborough who have a demonstrated need. Said funds and all future donations are to be held by the Trustees of Trust Funds in fund TF114. Withdrawals may be deducted from principal and income. Moultonborough's Board of Selectmen are the Agents to Expend. In accordance with RSA 31:19 authorization at the May 14, 2022, Town Meeting, the Board of Selectmen by this motion formally accepts the donations, retroactive to 2012 under the provisions herein noted. Seconded by Selectman Crawford. Vote: 5 – 0. Motion passed.

B. Action Re: Amendment to Original Request to Restore Lots

There was a brief discussion on the amendment to the original request. Mr. Wolff, the applicant, requested postponement to allow him time to seek further consultation.

Vice Chairman Tolman made the motion to table this until the next board meeting on 01.20.26. Seconded by Selectman McGee. Vote: 5 – 0. Motion Passed.

VI. OLD BUSINESS:

A. Simulcast Communications System Upgrades

This item was first presented to the Capital Improvements Program Committee (CIPC) at their public hearing, and subsequently to the Board of Selectmen.

Extensive discussions have taken place with the Police and Fire Chiefs, the Board of Selectmen, the CIPC, and at public meetings regarding this matter. The goal is to bring an article forward to the March 14, 2026, Town Meeting to upgrade the communications infrastructure to achieve 99% coverage, thereby eliminating dead spots in public safety communications. Because ~~this~~ project requires Town Meeting approval, the Town is not authorized to sign any contract prior to March 14, 2026.

Selectmen Crawford made the motion to approve the quote provided (QTE016900) for the Moultonborough 3-site, 2-system simulcast for the Police and Fire Departments in the amount of \$375,445, with \$267,000 to be withdrawn from the Communications Technology Capital Reserve Fund (CRF 138) and the remaining \$108,445 to be raised by taxation, contingent upon approval at the March 14, 2026 Town Meeting and to waive the competitive bidding process, this is a state bid and sole source to Ossipee Mountain Electronics, as the current local supplier who is actively providing ongoing service and support for PD radio communications. Further, instruct the Town Administrator to place an article on the 2026 Town Warrant seeking authorization from the legislative body to proceed. No contract may be executed until after voter approval at Town Meeting. Seconded by Selectman Gray. Vote: 5 – 0. Motion passed.

VII. OTHER BUSINESS:

A. Town Administrator Update:

- T.A. Bovill introduced the new Town Planner, Chuck Wise.
- Reminder that the Proposed Draft FY27 Budget is online.
- Gave the BOS V.1 Draft Warrant Articles to review as a working document.
- Reminder that Petition Warrant Articles are due February 3, 2026.
- Reminder that the Board of Selectmen will hold two Public Hearings pursuant to RSA 41:14 (a) regarding the potential acquisition of a building located at 81 Whittier Highway on Tuesday, 01/13/26 at 5 p.m. and Friday, 01/23/26 at 5 p.m. at Town Hall to receive public comment. Same public hearing, two different date options. More information will be posted to the website.
- Reminder that the next Selectmen's meeting is 01/20/26.

VIII. CITIZEN INPUT:

Joe Cormier, 817 Moultonboro Neck Road raised questions about the statutory requirements for the board's vote on property acquisitions. The board clarified that the intent is to bring the matter to town meeting for a vote.

IX. **NON-PUBLIC SESSION:**

A. **RSA 91-A:3, II (c, d & l)**

Vice Chairman Tolman motioned to enter into non-public session at 5:30 p.m. Seconded by Selectman Crawford. A roll call was taken: Vice Chairman Tolman – Aye; Selectman Gray - Aye; Selectman Crawford – Aye; Selectman McGee – Aye; Chairman Quinlan - Aye. Vote: 5 – 0. Motion Passed.

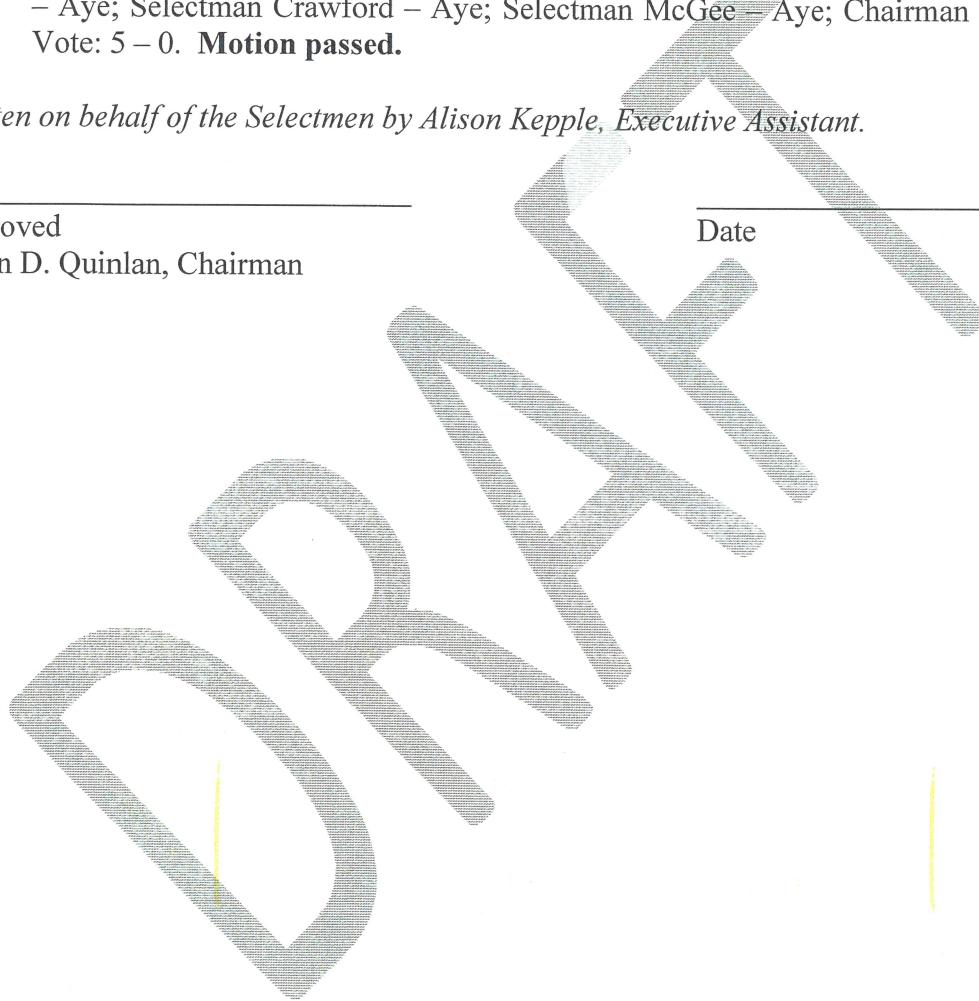
X. **ADJOURNMENT:**

Selectman McGee motioned to adjourn the meeting at 7:00 p.m. Seconded by Vice Chairman Tolman. A roll call was taken: Vice Chairman Tolman – Aye; Selectman Gray – Aye; Selectman Crawford – Aye; Selectman McGee – Aye; Chairman Quinlan - Aye. Vote: 5 – 0. Motion passed.

Written on behalf of the Selectmen by Alison Kepple, Executive Assistant.

Approved
Kevin D. Quinlan, Chairman

Date

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Town of Moultonborough
Board of Selectmen
January 12, 2026

MEETING MINUTES

Present: Chairman Kevin D. Quinlan, Vice Chairman Jonathan W. Tolman, Selectman Karel A. Crawford, Selectman James F. Gray, Selectman Charles M. McGee. Town Administrator, Angela Bovill, Executive Assistant, Alison Kepple.

I. CALL TO ORDER: Chairman Quinlan called the meeting to order at 10:00 a.m.

The Board recited the Pledge of Allegiance.

II. MOTION TO ENTER NON-PUBLIC UNDER RSA 91-A:3, II(d) (real estate)

Selectman Gray motioned to enter into non-public session at 10:02 a.m. Seconded by Selectman McGee. A roll call was taken: Vice Chairman Tolman – Aye; Selectman Gray - Aye; Selectman Crawford – Aye; Selectman McGee – Aye; Chairman Quinlan - Aye. Vote: 5 – 0. Motion Passed.

III. RETURN TO PUBLIC SESSION

Vice Chairman Tolman motioned to enter back into public session at 10:40 a.m. Seconded by Selectman Crawford. A roll call was taken: Vice Chairman Tolman – Aye; Selectman Gray - Aye; Selectman Crawford – Aye; Selectman McGee – Aye; Chairman Quinlan - Aye. Vote: 5 – 0. **Motion Passed.**

IV. VOTE ON APPROVAL OF OFFER TERMS AND AUTHORIZATION TO SIGN

Selectman Gray motioned to authorize the Town to enter into and for the Chair to sign a Purchase and Sales Agreement and all necessary documents for the property located at 81 Whittier Highway for a purchase price of \$3.6 million dollars and sellers closing costs up to \$148,000 dollars, contingent upon voter approval at the upcoming Town Meeting; and to direct the Town Administrator to place an article on the 2026 Town Meeting warrant regarding this property acquisition. The P&S shall be sent to the seller's agent following this meeting for seller's signature. Seconded by Selectman Crawford. A roll call was taken: Vice Chairman Tolman – Nay; Selectman Gray – Aye; Selectman Crawford – Aye; Selectman McGee – Aye; Chairman Quinlan - Aye. Vote: 4 – 1. **Motion passed.**

Chairman Quinlan made that following statement “Even though the town noticed public hearings to obtain authority per RSA 41:14-a to purchase real estate, the Board has elected to instead put this question before the voters at the upcoming March annual meeting. Due to that decision, the Board is no longer required to follow the procedures of RSA 41:14-a for authority to purchase property. The Board still intends to have one or more public hearings* before the March annual meeting to inform the public and take input. At the upcoming town meeting, the warrant article will ask the voters to authorize the acquisition of real estate and also to appropriate the necessary funding from fund balance for the purchase price.”

* (1/13/26 & 1/23/26 Public Hearings will still take place)

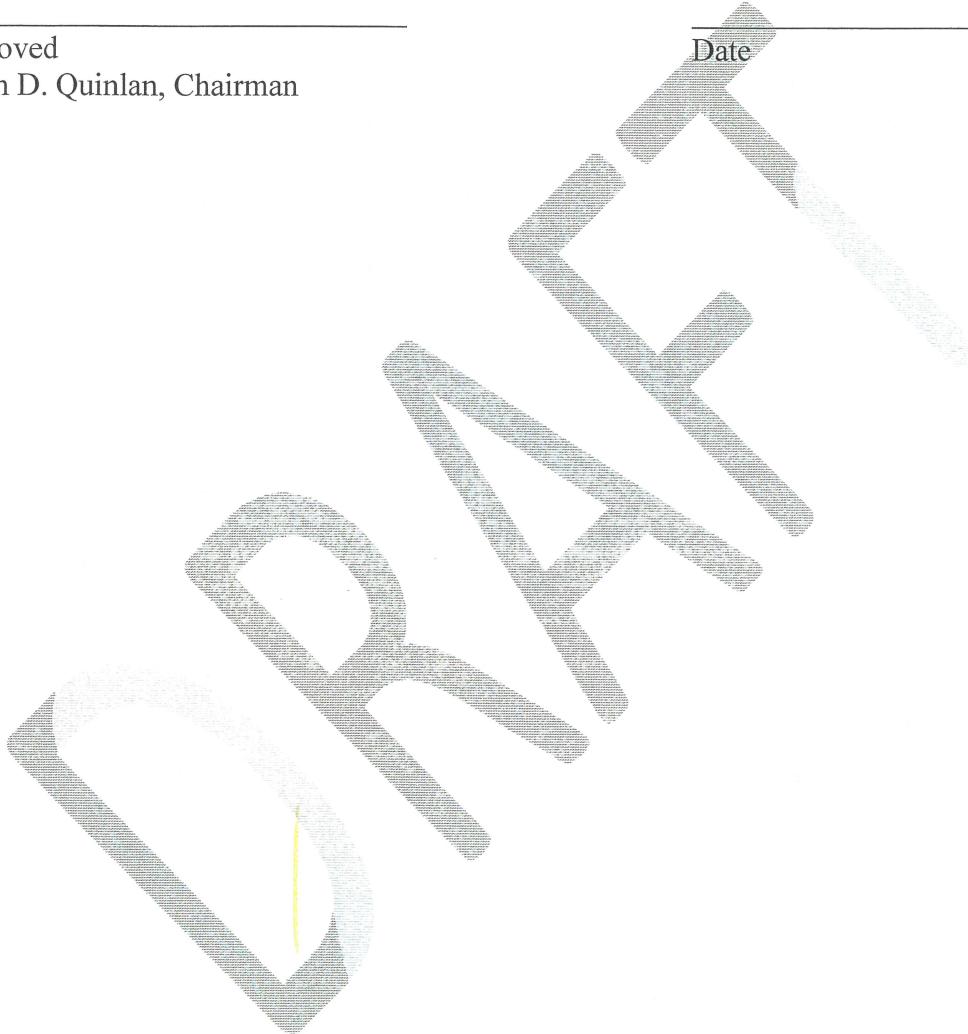
V. **ADJOURNMENT**

Selectman Gray motioned to adjourn the meeting at 10:42 a.m. Seconded by Selectman Crawford. A roll call was taken: Vice Chairman Tolman – Aye; Selectman Gray – Aye; Selectman Crawford – Aye; Selectman McGee – Aye; Chairman Quinlan - Aye. Vote: 5 – 0. Motion passed.

Written on behalf of the Selectmen by Alison Kepple, Executive Assistant.

Approved
Kevin D. Quinlan, Chairman

Date



**Town of Moultonborough
Board of Selectmen
Public Hearing
January 13, 2026**

MEETING MINUTES

Present: Chairman Kevin D. Quinlan, Vice Chairman Jonathan W. Tolman, Selectman Karel A. Crawford, Selectman James F. Gray, Selectman Charles M. McGee. Town Administrator, Angela Bovill, Executive Assistant, Alison Kepple.

- I. CALL TO ORDER:** Chairman Quinlan called the Public Hearing to order at 5:00 p.m.
- II. PLEDGE OF ALLEGIANCE:** The Board recited the Pledge of Allegiance.
- III. PUBLIC HEARING:** Chairman Quinlan opened the meeting by introducing himself and fellow Selectmen. Chairman Quinlan stated that the board is presenting information from our town departments about the 81 Whittier Highway property the town is considering acquiring. All department managers were present.

Chairman Quinlan read the public hearing notice, detailing the dates and purpose of the hearings, and the process for public input.

Chairman Quinlan then handed the presentation over to Town Administrator Angela Bovill.

T.A. Bovill presented the benefits of acquiring 81 Whittier Highway, including no tax impact, space needs, and operational advantages. The building would consolidate 3 existing older town buildings (Town Hall, Recreation, Moultonborough Function Hall) into one building. T.A. Bovill stated that this matter will be brought to Town Meeting for the voters, to decide if it is acquired. At the conclusion of the presentation Chairman Quinlan opened to floor for questions.

Several residents expressed concerns about the location, traffic impact, and the need for comprehensive needs assessment. Questions were raised about the future of the existing town buildings and the cost of retrofitting the new building. Residents also raised concerns about traffic congestion and the need for a traffic study. The upcoming NHDOT meeting was noted as an opportunity to discuss potential road improvements. This meeting is scheduled for Thursday, January 15th, at the Moultonborough Public Library. Doors open at 5:30 p.m. meeting starts at 6:00 p.m.

Residents with input or questions were:

- Tom Donnelly – 87 Lunt Road
- Manuel Papagolos – 30 Arrow Trail
- Bruce Jenket – 203 Stanyan Road
- Jon Tolman - 61 Lake Shore Drive

- Joseph Hamblen – 61 Summit View Drive
- Randy Hilman – 11 Vappi Vale
- Carla Taylor – 34 Bean Road
- Joanne Wilhelm – 103 Far Echo Road
- Charlie Fritz – 58 Shorewood Lane
- Christina Buy – 466 Moultonboro Neck Road
- Wendy Monobouquette – 70 Ossipee Mountain Road
- Cristina Ashjian – 361 Old Mountain Road
- Daniel Collins – 59 Hayes Lane
- Mindy Rossignol – 95 Lake Shore Drive
- Kay Peranelli – 213 Eagle Shore Road

Input was also received from the following people prior to the meeting by email:

- Max Hoene - Conservation Commission
- Cristina Ashjian – Heritage Commission
- Peter Claypoole – Planning Board
- Todd Johnson – 201 Moultonboro Neck Road
- James Libuda – 19 Stuart Circle
- Barbara Koehler – 18 Marvin Road
- Joe Cormier – 817 Moultonboro Neck Road
- John Buckley – Library Trustees
- Deborah Blake – 26 Beechwood Circle
- Frederick & Karen Van Magness – 37 Blackey Cove Road
- Daniel Collins – 59 Hayes Lane
- George R. Mottram – 33 Kimball Drive

T.A. Bovill stated that there will be an open house/tour of 81 Whittier Highway before the March 14th Town Meeting for anyone who wants to tour the building. Dates and times will be posted on the town website.

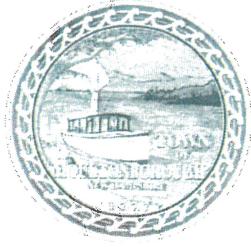
Chairman Quinlan asked if there were any more questions. There being none the Public Hearing was adjourned.

IV. ADJOURNMENT: Chairman Quinlan adjourned the Public Hearing at 6:23 p.m.

Written on behalf of the Selectmen by Alison Kepple, Executive Assistant.

Approved
Kevin D. Quinlan, Chairman

Date



Office of Selectmen
Town of Moultonborough
6 Holland Street - PO Box 139
Moultonborough, NH 03254
(603) 476-2347 * Fax (603) 476-5835

Board of Selectmen Agenda Report

Date: 1/13/2026

To: Select Board

From: Julia Marchand, NH Certified Town Clerk *JM*

Subject: 2026 Top Dog Contest Recipient

Recommended motion: To invite MCS 5th Graders to present the 2026 Top Dog contest winner with a gift basket of dog-related items donated by local businesses.

Background: On Thursday, January 8th, the Town Clerk's office, in collaboration with Moultonborough Central School, held Moultonborough's 2026 Dog of the Year election which is the culmination of the annual Top Dog contest. Dog owners who license their dogs between January 1st and April 30th of each year are automatically entered into the contest which randomly selects a Dog of the Month for each month. These monthly winners then become candidates in the Dog of the Year election, which is voted on by MCS 5th graders in a mock election.

Issue: The Town Clerk's office created this program to bring more dog owners in compliance with RSA 466:1, which requires the licensing of all dogs 4 months and older. We include MCS so we can teach future generations about elections and dog licensing.

Fiscal Impact (If any): None.

Town Administrator
P.O. Box 139
Moultonborough, NH 03254
Office: 603-476-2347
Fax: 603-476-5835
E-mail: abovill@moultonboroughnh.gov

Date: January 12, 2026

To: Board of Selectmen

From: Herschel Chambers

RE: Moultonborough Scout troop 142 Fundraiser

Background: Herschel Chambers, committee chairman and soon to be Scoutmaster for Moultonborough Scout troop 142 is asking to be able to hold a fundraiser at the town Transfer Station on April 18th (8am – 3pm or they sell out of tree saplings) for arbor day to help the scouts get to Philmont this July.

Philmont is a high adventure scout ranch in New Mexico. Over 7 days in the backcountry of New Mexico where they will hike over 50 miles and have adventures throughout the trek.

Discussion: Scout troop 142 have coordinated with the Transfer Station Supervisor on the date and time.

Fiscal Impact: N/A

Recommendation: Motion to approve the fundraiser request from Herschel Chambers, committee chairman for the Moultonborough Scout troop 142. To be held on April 18th at the Transfer Station.

From: Herschel Chambers
Sent: Tuesday, January 13, 2026
To: Board of Selectmen
Subject: Re: Fundraiser request

Happy new year. Hope you had a wonderful holiday season.

My name is Herschel Chambers, and I am the committee chairman and soon to be Scoutmaster for Moultonborough Scout troop 142.

We are requesting to be put on the agenda for the January 20th meeting at 5pm. We are asking to be able to have a fundraiser at the town transfer station on April 18th (8am - 3pm or we sell out of tree saplings for arbor day to help our scouts get to Philmont this July.

Philmont is a high adventure scout ranch in New Mexico. Over 7 days in the backcountry of New Mexico we will hike over 50 miles and have adventures throughout the trek.

Thank you so much.

Herschel chambers
13 Bradbury Road
Moultonborough NH 03254
(706)255-4966

Town Administrator
P.O. Box 139
Moultonborough, NH 03254
Office: 603-476-2347
Fax: 603-476-5835
E-mail: abovill@moultonboroughnh.gov

Board of Selectmen Agenda Report

Date: January 20, 2026

RE: Appointment: Charles H. Wise, Jr. to Lakes Region Planning Commission's Transportation Advisory Committee as a Member

Background: As we have a new Town Planner the Board needs to appoint a new representative for the Town of Moultonborough for the Lakes Region Planning Commissions Transportation Advisory Committee as a member with a 2-year term.

Fiscal Impact: N/A

Recommendation: *Motion to appoint Charles H. Wise, Jr, to the Lakes Region Planning Commission's Transportation Advisory Committee as a Member with the term expiration date of January 20, 2028, to be effective once the Oath of Office is administered by Town Clerk.*

Town Administrator
P.O. Box 139
Moultonborough, NH 03254
Office: 603-476-2347
Fax: 603-476-5835

Board of Selectmen Agenda Report

Date: January 20, 2026

To: Board of Selectmen

From: Karin Nelson – Milfoil Committee Chair

RE: Moultonborough Milfoil Committee: Solitude Lake Management Service Agreement

Background: Solitude Lake Management completes herbicide treatment against the invasive milfoil in our lakes and ponds. Estimate of \$53K is the maximum amount as the cost will be determined on the acreage of treatment. Milfoil Committee estimates that Solitude will treat between 10-15 acres.

Fiscal Impact: The State of New Hampshire Department of Environmental Service (NHDES) awarded the town a grant award up to 50% of the project cost, therefore, the fiscal impact for this project will be \$26,270.

Recommendation: *“To approve the Solitude Lake Management Service Agreement total fee not to exceed \$52,540 utilizing CRF140 and to authorize the Town Administrator to sign all necessary paperwork related to this agreement.”*



SERVICES AGREEMENT

PROPERTY NAME: **Moultonborough portions of Lake Winnipesaukee**

CUSTOMER NAME: **Town of Moultonborough, NH**

SERVICE DESCRIPTION: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl)** herbicide treatment to control invasive variable **milfoil** in **Moultonborough portions of Lake Winnipesaukee** during the **2026** season.

EFFECTIVE DATE: December 4, 2025

SUBMITTED TO: Karin Nelson – Town of Moultonborough

SUBMITTED BY: Pete Beisler, Senior Aquatic Specialist

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly



covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. **TERMINATION.** In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. **RESERVED.**

8. **INSURANCE.** SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. **INDEMNIFICATION; LIMITATION OF LIABILITY.** THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF MOULTONBOROUGH, NH

Task 1: Permit Application Approval Only

By: _____

Name: _____

Title: _____

Date: _____

Task 2 through 5 Approval Signature

By: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – NEW HAMPSHIRE PUBLIC LAKE TREATMENT SERVICES

Task 1: State Permitting:

1. SŌLitude staff will be responsible for the following:
 - a. Obtaining Preparing and filing a Special Permit Application around **March/April** and supporting documentation with the NH Division of Pesticide Control - inclusive of required direct mailing to a maximum of up to **760** abutters and publication of 1 newspaper legal notice.
(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)
 - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
 - c. Publishing a legal notice in a local newspaper about the permit application filing.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Task 2: Herbicide Treatment:

1. SŌLitude will perform initial chemical treatment of **up to 50 acres** with **Procellacor EC™** in **July or August** - inclusive of required certified mailings to a maximum of **250** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.

(Note: should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; **please note that less acreage may require higher application rate;** notifying additional abutters via certified mail will carry an additional cost per abutter; unless otherwise agreed upon, the client will be responsible for putting up treatment posters (provided by SŌLitude) around the treatment area(s) prior to treatment)

Task 3: Herbicide Residue Testing:

1. SŌLitude will perform herbicide residue testing in **August-September**, assuming **2** sampling rounds and analysis of up to **8** samples total is required.

Task 4: Post-Treatment Survey:

1. SŌLitude will perform a post-treatment survey in approximately **August/October**, after the completion of the herbicide treatment(s), to assess the treatment impacts and successes.

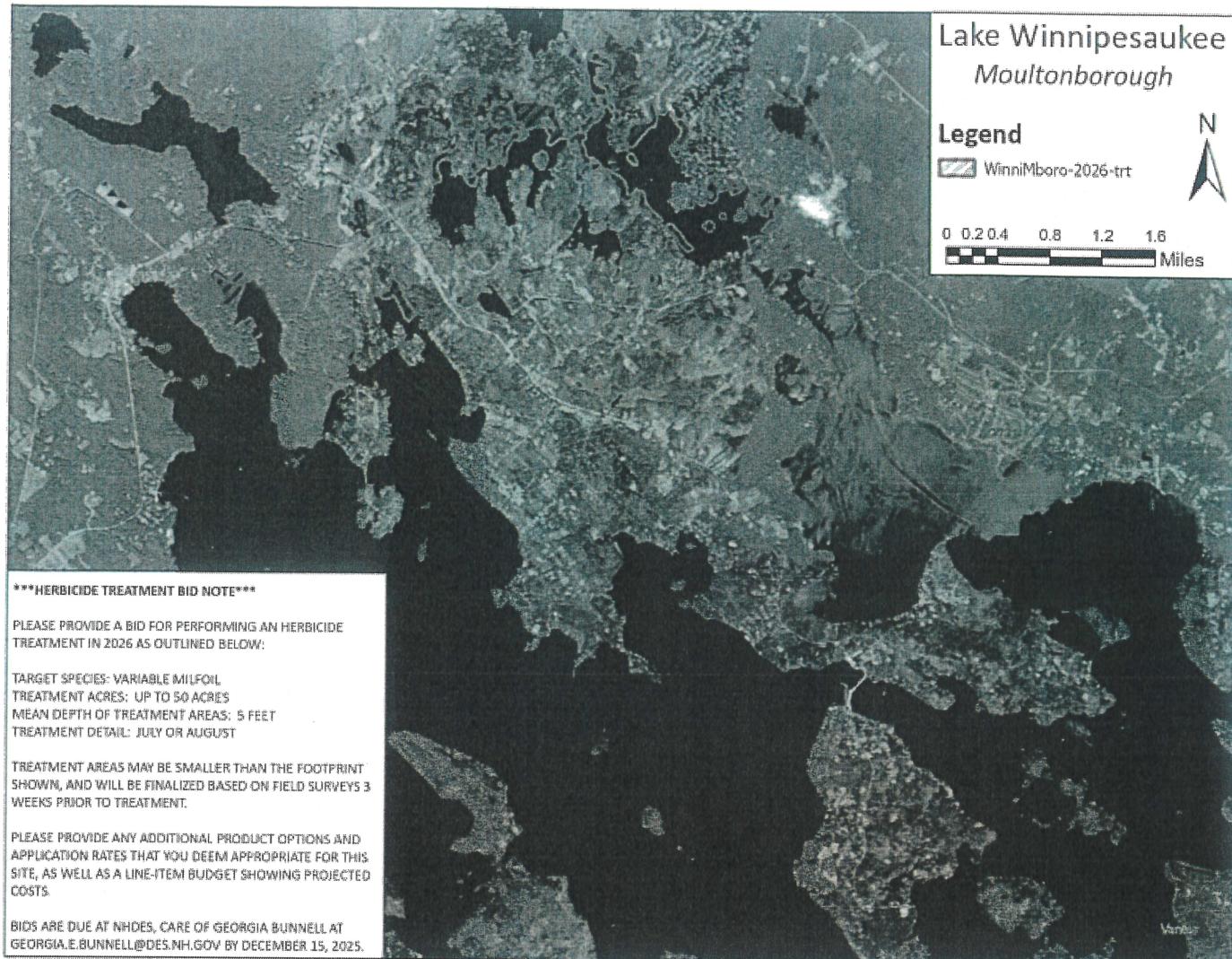
Task 5: State Year-End Reporting:

1. An end of the year report will be prepared and provided to the State, as required by the permit.
2. The year-end report is anticipated to be completed and provided in **November**.



General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results





SCHEDULE B – PRICING SCHEDULE

Total Price (maximum): **\$52,240.00** Price is valid for 60 days from the Effective Date. SÔLitude shall invoice the Customer following completion of each Task Service. If the entire contract **cannot** be signed at this time, please sign the **"Task 1: Permit Application Approval"** (this will allow SÔLitude to start compiling the permit application to submit to the State as early as possible. **The necessity of Task 2 through Task 5 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.**

Due upon completion of each Task:

Task 1: State Permitting \$4,160.00 (March/April)

Optional Services:

Task 2: Herbicide Treatment (max) \$42,630.00 (July or August)

Task 3: Residue Sampling (max) \$3,400.00 (August/September)

- The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SÔLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$300.00/sample analyzed and \$500.00 per sample collection round.)

Task 4: Post-Treatment Survey \$1,050.00 (August/October)

Task 5: State Reporting \$1,000.00 (November)

Help keep the sparkle in New Hampshire water!

Thank you for inviting **Twin State Expedited Dive Services LLC** to bid on aquatic invasive weed harvesting on your waterbody for the summer of 2026. TSEDive's goal for 2026 is to stage-out from every job ensuring our customers receive exceptional service and leaving you feeling the work exceeded your expectations. The more we hear about your specific watershed needs the sharper we can focus on mitigating your problems and meeting these goals. To best assist you we ask that you reach out early with any questions, thoughts, or concerns.

Jay Whitehair, of Norwich, VT, owns and operates TSEDive Services LLC. Jay is a certified Master Diver with special skills in public safety diving, sub ice diving, direct chain police evidence recovery, waterfront hazard mitigation, salvage and recovery. TSEDive only hires expert level divers with similar credentials. TSEDive is registered with the state of VT and NH as a resource for weed control diving. We have retrieved submerged vessels, marine motors and motor vehicles. We also establish underwater connections for wrecker services, metal detect for lost items, help mitigate aquatic HazMat situations and even dove under a VT state grant for Native American artifacts. Our working fleet consists of a 25' custom high volume DASH vessel (Diver Assisted Suction Harvester), a 21' industrial Boston Whaler w/ sonar and sidescan and a 14' skiff/tender. We sincerely believe our DASH boat is one of the safest and most efficient aquatic invasive plant harvesting platforms in New England. We strive to comply with OSHA dive standards and are fully insured.

Clean water is everybody's business - TSEDive strives to leave a clean wake behind. We filter all return harvesting water and only harvest invasive weeds that are site approved by NHDES. Every reasonable effort is taken on our part to control weed fragmentation at the pull site thereby preventing the spread of wild invasive patch growth. It is important that you understand that although harvesting beds of invasive weeds in haste can produce impressive quantities of pulled bio-waste, when weeds are removed at speed and root structures are left embedded in the bottom, regrowth is surprisingly fast. *The goal of TSEDive is to remove as much root structure as possible with every plant thereby eliminating the quick return of invasive patches.* Certainly we could move faster along the bottom, haphazardly ripping plant tops and pulling healthy fish habitat, producing an impressive display of greenery at stage-out, however, slow and steady is how we harvest - the correct weeds pulled in earnest with their roots attached. This is a proven technique that minimizes suspended particles (pollution) in the water and ensures the least possible return of invasive weeds.

As you know, NHDES monitors and reports bed density with on-site GPX tracking and makes every effort to assure required harvesting days estimated are accurate and manageable for their contractors. In turn we bid based on that information. It is possible that some sectors may not be cleared through the initial contracted dive series due to thicker growth than mapped. We strive to maintain a flexible schedule so more collection hours can be added if requested and approved. More often we find that contracts are completed early and, of course, we bill out only for the actual days worked.

TSEDive welcomes community/association volunteers for skimming fragmented weeds off the water surface while harvesting, shuttling bio waste, spotting or marking invasive weeds or directing our divers. Volunteers can help us work more efficiently as harvesters thus extending your budget to its maximum potential.

TSEDive's mantra? **Safety is Paramount!** There are days when weather conditions, water quality, mechanical issues, personal health, etc. prohibit safe diving practices. We will not dive on those days but will return as soon as possible in dive ready condition. TSEDive recognizes that although diving in itself is not inherently dangerous, it *is* terribly unforgiving of carelessness, abuse or neglect. We strive to keep our equipment, workers and volunteers safe which sometimes takes extra precautionary measures. We thank you in advance for your understanding. **It is our assumption that if areas of planned harvesting in your community are discovered to have been issued water quality health alerts and/or warnings, that you will notify us at your earliest convenience. We do not work in polluted waters.**

Again, please reach out with any questions. We hope to see you on the water in 2026!

Sincerely,
Jay Whitehair

TSEDive Services LLC
Certified Master Diver
Salvage, rescue & recovery
specialist
Invasive aquatic plant harvesting

tsediveservicesllc@gmail.com
802.291.0989 cell/text



 **TSE DIVE SERVICES LLC.**

RECOVERY • HAZARD REMOVAL
MOORINGS INSPECTED AND SERVICED
INVASIVE AQUATIC SPECIES MITIGATION

802.291.0989
tsediveservicesllc@gmail.com





Sarah MacNeilage Patey, DBA Diver for Hire, Epping, NH
diverforhirenh@gmail.com

Jamie Burleigh, DBA LTD Diving, Nottingham, NH
ltddivingnh@gmail.com

November 14, 2025

**Joint Bid for Aquatic Plant Removal for Lake Winnipesaukee and Lees Pond,
Moultonborough, NH**

C/O Moultonborough Milfoil Committee and Georgia Bunnell, NHDES

Description of work: Diver for Hire and LTD Diving will supply simple diving with hand harvesting services to remove Variable Milfoil located in Lake Winnipesaukee and Lees Pond in Moultonborough, NH.

Safety: Divers will supply dive flag. If herbicide treatments are conducted prior to the dive dates in the same season, the Moultonborough Milfoil Committee shall provide applicable MSDS to the divers prior to scheduling dive dates.

Cost: Rates are \$80 per hour per diver; total two divers will be on site. An additional hour per diver is added to allow for proper decontamination of gear, boat, and trailer.

Time: Hours begin on arrival and end on departure. Divers will be on site between six to eight hours. Divers will schedule up to fifteen days during the 2026 growing season.

Support: No surface support will be required. Divers will be equipped with nets to control any fragmentation found at the surface resulting from extraction.



ESTIMATE

Estimate for service contract bid

Twin State Expedited Dive Services LLC

1173 New Boston RD

Norwich, Vermont 05055

United States

8022910989

BILL TO

**Lake Winnipesaukee and Lees Pond,
Moultonborough Milfoil Commission**

Karin Nelson

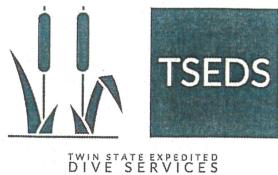
Estimate Number: 202564

Estimate Date: December 7, 2025

Valid Until: February 5, 2026

Grand Total (USD): **\$38,010.00**

Services	Days Worked	Rate/Day	Amount
Diver Assisted Suction Harvesting Commercially insured 25' large volume Diver Assisted Suction Harvester with operator and certified invasive aquatic harvesters (divers). Surface supplied compressed air system, compressed air SCUBA tanks including fills (for small area rapid dives as needed), associated DASH pumps, compressors, ground tackle, bio-mass handling/filter system. One operating day = 6 hours averaged daily dive time.	15	\$1,795.00	\$26,925.00
Hand harvesting Commercially insured single SCUBA hand harvesting diver w/ associated dive, safety, harvesting equipment. Single dive day = 5 hrs averaged daily dive time pending dive stressors and weather. 21' 160 hp commercial Boston Whaler dive platform or DASH vessel.	5	\$950.00	\$4,750.00
Equipment Stage in/Stage out Daily stage-in from truck to sites, locate dive sites/plant colonies via gpx data file provided by NHDES, daily stage-out. Post dive -gear and diver decon. Clean, dry and store gear as needed, refill air cylinders as needed, general daily maintenance and fuel top off. (20) days on the water. 1 hr stage-in /1 hr stage-out = 2 hrs/day @ \$80/hr	20	\$160.00	\$3,200.00



ESTIMATE

Estimate for service contract bid

Twin State Expedited Dive Services LLC

1173 New Boston RD
Norwich, Vermont 05055
United States

8022910989

Services	Days Worked	Rate/Day	Amount
Fleet Fuel Marine Grade Fuel @ \$5.00/gallon 5 gal DASH pump fuel/day x 15 days 10 gal vessel fuel/day x 20 days	275	\$5.00	\$1,375.00
Overland delivery and retrieval of service equipment to site Deliver, launch, retrieve, return service vessel and wash, dry, drain between watersheds as required by state law. You will only be charged for actual deliveries.	8	\$220.00	\$1,760.00
Bio-waste disposal All aquatic plants collected by TSEDive Services LLC may be temporarily stored at a previously agreed place of staging on shore which is convenient to unloading from dive vessel and then removed by TSEDive within 3 days of completion of work.	1	\$0.00	\$0.00
Submit stage-out report to NHDEC Detailed reports submitted to NHDES and Moultonborough Milfoil Commission - n/c	1	\$0.00	\$0.00
Grand Total (USD):			\$38,010.00

Notes / Terms

This hybrid bid is for "up to 20 days" DASH and free "tank diving" service work to be conducted in Lake Winnipesaukee, Moultonboro NH as requested by Georgia Bunnell of NHDES, and Karin Nelson, Moultonboro Milfoil Commission, Moultonboro NH as described on the GPX map provided to us from both for this bid.

Over the years we have discovered that the use of a full service DASH boat is often unnecessary in many situations and the early use of free diving techniques can save much time, effort and expense. We use an 80' x 4" suction hose on our DASH vessel which is ideal for removing larger colonies of aquatic plant material. However, when we are searching for and collecting sparsely located plants it takes a lot of collective effort and diver energy to operate the hose. We find it much more efficient to tank dive areas that are lightly bloomed with invasive plants, often deploying two tank divers simultaneously.



ESTIMATE

Estimate for service contract bid

Twin State Expedited Dive Services LLC

1173 New Boston RD
Norwich, Vermont 05055
United States

8022910989

Only "Days Worked" are billed out. Many contracts are completed early.

Charges for "Overland delivery of service equipment to site" will be limited to quantity of 8.

Priority is given to GPX points marked by NHDES. If contracted time allows after priority points are worked then newly discovered areas can be visited.

Help stop the spread of invasive weeds - always check your boat and trailer!

Powered by  wave

Page 3 of 3 for Estimate #202564

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 _____ day of month, year.

Name of certifying officer, office (signature above)

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 Moultonborough		1.4. Grantee Address PO Box 139, Moultonborough, NH 03254	
1.5 Grantee Phone # 603-253-7879	1.6 Account Number 442010-1430-073	1.7. Completion Date December 31, 2026	1.8. Grant Limitation \$54,725
1.9. Grant Officer for State Agency Georgia Bunnell		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	
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").

Initials: _____
Date: _____

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 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.**

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,

9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.3. 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.

9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.5. 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.

10. 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.

11. **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.

11.1. **EVENT OF DEFAULT: REMEDIES.**

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. Failure to perform the Project satisfactorily or on schedule; or

11.1.2. Failure to submit any report required hereunder; or

11.1.3. Failure to maintain, or permit access to, the records required hereunder; or

11.1.4. Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. **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

13.

Initials: _____
 Date: _____

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Initials: _____
 Date: _____

**EXHIBIT A
SPECIAL PROVISIONS
TOWN OF MOULTONBOROUGH**

There are no special provisions.

Initials: _____
Date: _____

EXHIBIT B
SCOPE OF SERVICES
TOWN OF MOULTONBOROUGH

1. The Town of Moultonborough is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Georgia Bunnell 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 Lake Winnipesaukee in Moultonborough and Lees Pond in Moultonborough, and the grantee is seeking grant funds to assist in control efforts in 2026.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For herbicide treatment in 2026, the grantee will ensure that SÔLitude 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.

For the diver work in 2026, the grantee will ensure that the diver(s) perform(s) the following tasks:

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

4. NHDES will provide monetary support to you as outlined in Exhibit C.

Initials: _____
Date: _____

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: _____
Date: _____

EXHIBIT C
PAYMENT TERMS
TOWN OF MOULTONBOROUGH

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 \$54,725 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: Georgia Bunnell, Watershed Management Bureau

Invoices may also be emailed to Georgia.E.Bunnell@des.nh.gov, upon receipt from the vendor.

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

Initials: _____
Date: _____



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 31, 2025

Town of Moultonborough
c/o Karin Nelson

Dear Ms. Nelson:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2026. Below is a breakdown of total project cost(s), grant award (up to 50% of project costs), and costs to be incurred by local entities.

	Herbicide Treatment	DASH	Diving
Total Cost	\$52,240 (Up to 50 acres)	\$38,010 (Up to 20 days of diving/DASH)	\$19,200 (Up to 15 days of hand harvesting)
Grant Award	\$26,120	\$19,005	\$9,600
Local Cost	\$26,120	\$19,005	\$9,600
Service Provider	SOLitude Lake Management, LLC	Twin State Expedited Dive Services, LLC	Sarah Patey (Diver for Hire) and Jamie Burleigh (LTD Diving)

Total Grant Award: Up to \$54,725

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 2026.

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 Georgia.E.Bunnell@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 13, 2026.

Item #4 can be emailed to me at Georgia.E.Bunnell@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 2026.

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 Georgia.E.Bunnell@des.nh.gov. *Paperwork that is not completed correctly will need to be returned, and this will delay the grant processing.*

Sincerely,



Georgia Bunnell
Exotic Species Program Coordinator

ATTACHMENT A
BUDGET ESTIMATES
TOWN OF MOULTONBOROUGH

HERBICIDE – WINNIPESAUKEE MOULTONBOROUGH

Item/Service	Cost
Permitting	\$4,160
Herbicide Treatment	\$42,630
Residue Sampling	\$3,400
Post-Treatment Survey	\$1,050
State Reporting	\$1,000
Total	\$52,240*

*NHDES will pay 50% of the total project cost, up to \$26,120.

**DIVER-ASSISTED SUCTION HARVESTING FOR LEES POND AND WINNIPESAUKEE
MOULTONBOROUGH**

Item/Service	Cost
15 days of DASH work (\$1,795/day)	\$26,925
5 days of hand harvesting (\$950/day)	\$4,750
Equipment stage in/stage out	\$3,200
Fleet fuel	\$1,375
Overland delivery and retrieval of service equipment to site	\$1,760
Total	\$38,010*

*NHDES will pay 50% of the total project cost, up to \$19,005.

BASIC DIVER HAND HARVESTING FOR LEES POND AND WINNIPESAUKEE MOULTONBOROUGH

Item/Service	Cost
15 Days underwater survey and hand harvesting	\$19,200
Total	\$19,200*

*NHDES will pay 50% of the total project cost, up to \$9,600.



MEMORANDUM

from the
OFFICE OF THE TOWN PLANNER
TOWN OF MOULTONBOROUGH, NEW HAMPSHIRE

DATE: December 23, 2025
TO: Board of Selectmen
FROM: Bruce W Woodruff, Interim Town Planner *BW*
RE: Wolff Application requesting restoration of involuntarily merged lots

During its meeting of August 5, 2025, the Board approved an unmerger request by Mr. Wolff to restore original lots B21 and B22. That decision to unmerge original lots on the parcel at Map 107, Lot 43 was not correct because the original lot B21 was merged with the original lot B13 on a “redivision” plat dated March 1981 commissioned by previous owner, John H. Ramsey, and signed by the Planning Board Chair on April 16, 1981. A copy of the plat is attached showing the merger of lots B13 and B21. This act by a previous owner in the chain of title was a voluntary merger that estopped subsequent owners from requesting restoration (NH RSA 674:39-aa II. (b)).

Even though staff recommended these lots be unmerged, the 1981 plat was not filed correctly and was therefore omitted from the information given to the Select Board. Both the Land Use staff and Assessor agree with the efficacy of the “new” information.

This means that the approval to restore the lot depicted as B21 should be revisited by the Select Board at its next meeting. However, it remains the recommendation of staff to unmerge original lot B22. A letter dated this date has been mailed to the applicant to inform him of this potential action.

REQUESTED ACTION: The Land Use and Assessors Office requests that the Board of Selectmen amend the original approval for restoration of lots to include only original lot B22. A corrective restoration of involuntarily merged lots form should be recorded.

Cc: Angela Bovill, Town Administrator
Tom Hughes, Town Assessor
file



Town of Moultonborough
OFFICE OF ADMINISTRATION

6 Holland Street • PO Box 139 • Moultonborough, NH 03254

PHONE 603.476.2347 FAX 603.476.5835

Angela Bovill, Town Administrator
abovill@moultonboroughnh.gov

August 7, 2025

Bradley and Karen Wolff
82 Heatherwood Drive
Moultonborough, NH 03254

Dear Mr. & Mrs. Wolff,

At their meeting on August 5, 2025, the Town of Moultonborough Board of Selectmen considered your Application Requesting Restoration of Involuntary Merged Lots: 107-43. The Board found that the application had merit and accordingly directs that Map 107-43 be restored to its pre-merger condition as indicated in the motion below.

"To restore the original lots depicted as lots B21 and B22 on the last page of the applicant's submission to be approved and restored to their prior condition."

A staff agenda report and a draft copy of the Board meeting minutes from August 5, 2025, are enclosed, both state the specifics of approval of your application request.

This letter is the formal notice of decision and placed on file in Town Hall.

Sincerely,

Angela Bovill
Town Administrator

Cc: Land Use Office, Assessor's Office, Tax Collector's Office

3/5/1981 PB MINUTES

John Hayden then presented a hearing for John Ramsey, of Heatherwood Estates. Abutters who were present included Philip Rotondo, Mr. and Mrs. Jango, Antionios Antioniu, William Murray, Everett Cobb, Robie Cobb, Mr. and Mrs. Winston McCormack, and a representative of Four-S Realty. On the original 1968 subdivision plan at Heatherwood Estates, the lots were all 25-35,000 square feet. John Ramsey has bought 21 of these lots, and plans to combine them into thirteen larger lots. Three will be left as is, and the other 18 will have their boundary lines eliminated to make them into larger lots.

Three letters from abutters were read. Philip Rotondo stated that the roads were in bad repair and would need fill and culverts installed to make them usable. He also questioned whether trailers would be allowed on these lots. Restrictive covenants in the original deeds are still in force and prohibit the placement of house trailers on the lots.

It was the feeling of the Board that these boundary eliminations would be an improvement, since these lots are "grandfathered" and could be sold as is. Not all the pins are set as yet, so Robert Foster made a motion to accept the plan subject to the final setting of pins in conformity with the plan as presented. This was seconded by Robert Holopainen and voted in the affirmative. The plan will be stamped and dated at that time.

Ernest Davis presented a plan for Martha Oliver, who wishes to give away a parcel of land. The application was accepted and a hearing set for March 19.

A meeting with the Master Plan Committee will be held March 12 at 7:30 P.M.

The meeting adjourned at 10:30 P.M.

4/16/1981

PB

John Hayden then presented a hearing for Mr. Plummer for the subdivision to be known as Ledgemere Section II, on the south side of Shaker Jerry Road. There will be seven lots in this area. Lot 7 will lie on both sides of the 50 foot wide right-of-way, as it is bordered by wet areas on either side. Both of these hearings were attended by abuttor Ronald Sturgeon. The next hearing for this subdivision is also scheduled for May 21.

MINUTES

Hayden then presented a plan for John Ramsey. This was of the resubdivision of Heatherwood Estates, which had been approved by the Board subject to the final setting of pins. This has now been done, and the plan was formally approved on a notion made by Robert Holopainen and seconded by Russell Lamprey.

Richard Hogan then presented a plan for the Staffordshire Inn condominium conversion. He was accompanied by Atty. Douglas Hill and Jim Miller. The hearing was attended by Mr. and Mrs. Raymond Brodeur, and by Leigh Ulm, representing the Bay District Sewer system. Atty. Hill presented new drafts of the condominium declarations, in which the number of condominium units had been changed from 20 to 17 units. Statutory references have been added, and some editorial changes made in this connection.

In response to a question from Robert Foster, Atty. Hill explained that the declarant can maintain an office on the condominium premises as long as he has an interest in the property. The present motel office is included as part of unit 1, and will probably be leased back to Mr. Hogan after the unit is sold.

4-16-81
2

