

**Town of Moultonborough
Board of Selectmen
Meeting Agenda
Thursday, February 15, 2024
5:00 P.M.
6 Holland St. Moultonborough, NH**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC HEARING**
 - A. State of New Hampshire Department of Environmental Services Acceptance of Grant
- IV. REVIEW / APPROVAL MINUTES**
 - A. Date(s): 2/1/2024 (+non-public minutes)
- V. CONSENT AGENDA**
 - A. NH Department of Revenue Association (DRA)
 - i. Yield Taxes Assessed (Timber Cut)
 - ii. Form PA-29: Property Tax Credits/Exemptions (Veterans)
 - iii. Form A-10: Application for Current Use Assessment
- VI. NEW BUSINESS**
 - A. Select Board reconsideration of recent denial of Involuntarily Merged Lots Application for town parcel 245/060 (3 lots of record)
 - B. Land Use Department
 - i. Change building permit fees and application expiration
 - a) Note: Board to approve public hearing before any changes
 - C. Moultonborough Department of Public Works
 - i. FY 2024 Road Program Change Order No.1 – Highway Block Grant
 - D. Moultonborough Transfer Station
 - i. Change hours of operation
 - E. Moultonborough Police Department
 - i. Dirigo Safety Contract for Professional Services (Policy Development and Policy Maintenance Services)
 - F. Town Assessing
 - i. NH Department of Revenue Association (DRA) 2023 Equalization Ratio Study
 - ii. Annual Cartographic Associates 2024-2025 Contract for Tax Maps.
 - G. Fishing Tournament Launch Request
 - i. Massachusetts Bass Federation; April 21, 2024
- VII. OTHER BUSINESS**
 - A. Fiscal Year '24-25 Department Budgets
- VIII. CITIZEN INPUT**
- IX. NON-PUBLIC SESSION**
 - A. RSA 91-A: 3, II (a)

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.



**Town of Moultonborough
Board of Selectmen
Public Hearing Notice
Appropriation of Unanticipated Funds
Thursday, February 15, 2024
At 5:00 p.m.
Moultonborough Town Hall**

Notice is hereby given that a hearing will be held by the Moultonborough Board of Selectmen in accordance with the provisions of New Hampshire RSA 31:95-b at the Moultonborough Town Hall, Ernest Davis Meeting Room, 6 Holland Street, Moultonborough, N.H., on the 15th day of February at 5:00 p.m. The purpose of this hearing will be to accept a grant in the amount of \$50,795 from the State of New Hampshire Department of Environmental Exotic Species Program for exotic aquatic plant control project. Any interested person may attend this public hearing and present testimony or make inquiries related thereto.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 26, 2024

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 2024. 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 | \$56,710 (Up to 50 acres) | \$30,480 (20 days of DASH) | \$14,400 (15 days of diving) |
| Grant Award | \$28,355 | \$15,240 | \$7,200 |
| Local Cost | \$28,355 | \$15,240 | \$7,200 |
| Service Provider | SOLitude Lake Management, LLC. | Twin State Expedited Dive Services, LLC (Jay Whitehair) | Sarah Patey and Jamie Burleigh |

Total Grant Award: Up to \$50,795.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Amy P. Smagula
Exotic Species Program Coordinator

**EXHIBIT A
SPECIAL PROVISIONS
MOULTONBOROUGH**

There are no special provisions.

Initials: _____
Date: _____

EXHIBIT B
SCOPE OF SERVICES
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.” Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of Lake Winnipesaukee in Moultonborough and Lees Pond in Moultonborough, and the grantee is seeking grant funds to assist in control efforts in 2024.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

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

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

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

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.

EXHIBIT C
PAYMENT TERMS

Initials: _____
Date: _____

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 \$50,795, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

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

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

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

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

Initials: _____
Date: _____

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 # 603-476-2347 | 1.6 Account Number 442010-1430-073 | 1.7. Completion Date December 31, 2024 | 1.8. Grant Limitation \$50,795 |
| 1.9. Grant Officer for State Agency Amy P. Smagula | | 1.10. State Agency Telephone Number 603-271-2248 | |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | |
| 1.11. Grantee Signature 1 | | 1.12. Name & Title of Grantee Signor 1 | |
| Grantee Signature 2 | | Name & Title of Grantee Signor 2 | |
| Grantee Signature 3 | | Name & Title of Grantee Signor 3 | |
| 1.13 State Agency Signature(s) | | 1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner | |
| 1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) | | | |
| By: | | Assistant Attorney General, On: / / | |
| 1.16. Approval by Governor and Council (if applicable) | | | |
| By: | | On: / / | |

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT: REMEDIES.**

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

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

11.1.2. Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. **TERMINATION.**

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

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

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

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

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1. Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2. General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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.

CERTIFICATE

I, Jonathan W. Tolman, Chairman of the Moultonborough Board of Selectmen do hereby certify that:

- (1) I am the duly elected Selectman.
- (2) at the meeting held on February 15, 2024 the Moultonborough Board of Selectmen voted to accept DES funds and to enter a contract with the Department of Environmental Services.
- (3) the Moultonborough Board of Selectmen further authorized the Charles Smith, Town Administrator 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:

Charles Smith, Town Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Moultonborough Board of Selectmen, this 15th day of February 2024.

Jonathan W. Tolman, Chairman

**Town of Moultonborough
Board of Selectmen
February 1, 2024**

MEETING MINUTES

Present: Chairman of the Board Jon W. Tolman, Vice Chairman Shari Colby, Selectmen Kevin D. Quinlan, Jean M. Beadle and Karel A. Crawford were present. Members of the Capital Improvements Program Committee (CIPC), Frederick Van Magness, Peter Claypoole, were present as was Advisory Budget Committee (ABC) members, Kay Peranelli, Joseph Adams, Mary Phillips, Kathy Garry, and Linda Murray for a presentation on CIPC fiscal year 2025-2030 capital report. Department Heads present were Finance Director Heidi Davis and Town Administrator Charles Smith.

- I. **CALL TO ORDER**: Chairman Tolman called the meeting to order at 5:00 p.m. at the Moultonborough Town Hall in the Ernest Davis meeting room.
- II. **PLEDGE OF ALLEGIANCE**: The Board recited the Pledge of Allegiance.
- II. **PUBLIC HEARING**: Chairman Tolman opened the public hearing at 5:01p.m. for public input on the FY '25-30 CIPC report.
 - i. Mary Phillips, CIPC member, ABC representative discussed the CIPC report for the town (municipal) and recommended projects. Mary mentioned how the departments brought forth a recommended capital projects of total \$6.4M. Of that amount the committee recommended to the Board of Selectmen \$5.3M total with a \$3.7M tax impact. Not all the items in their recommendation would have tax impact as projects could use other financing resources such as capital reserves, unassigned fund balance and lease purchase agreements. Five projects submitted to the committee were not recommended those were cemetery columbarium project, establishing a Police Cruiser capital reserve fund, vehicle wash system, ice rink sweeper, and Transfer Station sliding gate. Total estimate not recommended was \$1.1M.
 - ii. CIPC member Fred Van Magness reported on the School (SAU) capital report. Fred mentioned that the committee recommended three projects (boiler upgrades, building/facility improvements, and solar project) and financing for two of the projects could be completed through lease or bond.
 - iii. Joe Cormier made comments about the project reports, their criteria, total projects, and costs. Joe also discussed the potential tax impacts.
 - iv. Todd and Max Ringlestein questioned why the CIPC report did not include upgrading and/or renovations to the building and bathrooms at the Moultonborough Function Hall that would make the building ADA compliant.
 - v. Chairman Tolman responded that addressing the facility needs are under consideration with future Board of Selectmen goals. No further comments from the public were provided and the Chairman closed the hearing at 5:45pm.

1 **IV. APPROVAL OF MINUTES**

2 **Motion:** Selectman Beadle

3 *To approve the meeting minutes and nonpublic session minutes from January 18, 2024.*

4 **Seconded:** Selectman Crawford

5 **Vote:** 5 – 0

6 **Motion passed.**

7 **V. CONSENT AGENDA:**

8 The Board signed and voted in the affirmative on each of the
9 following items.

10 A. Town of Sandwich, Moultonborough, and Tamworth, Consent Decree (updated)

11 i. Note: Town of Sandwich petition regarding town boundary dispute pursuant
12 to RSA 51:7)

13 B. DRA – PA -29 Forms (Tax Credits/Exemptions)

14 C. Shannon Cemetery Lot Purchase

15 **Motion:** Vice Chairman Colby

16 *To approve the consent agenda items.*

17 **Seconded:** Selectman Beadle

18 **Vote:** 5 – 0

19 **Motion passed.**

20 **VI. NEW BUSINESS**

21 A. Scout Chambers – Boy Scout Troop 142, and from 13 Bradburry Rd., was working
22 on receiving his Merit Badge and to receive that badge needed to bring awareness
23 to an important issue. Scout Chambers requested permission of the Board to
24 hand out flyers at the Transfer Station about the importance of recycling foam.
25 Board agreed to the request.

26 **Motion:** Selectman Crawford

27 *To all Boy Scout Chambers to hand out flyers at the Transfer Station.*

28 **Seconded:** Vice Chairman Colby

29 **Vote:** 5 – 0

30 **Motion passed.**

31 B. Fiscal Year '24-25 Department Budget Presentations

32 i. Finance Director Heidi Davis discussed with the Board about a recommendation
33 to include funding in next fiscal year budget to hire a part-time
34 (16hrs/week) finance staff to help with account payables and payroll administration.
35 Director Davis further requested the Board consider allowing
36 temp-staff that recently helped with processing A/P and payroll be allowed
37 to continue working through the end of the fiscal year; funding could be
38 provided with the excess balance from vacant positions. Board took both
39 under consideration.

- ii. FY '24-25 department budgets: The Board asked the Town Administrator to illustrate the cost and total changes to those department budgets that are asking for new full-time positions. Board wanted to see what the fiscal impact would be if the group benefits were changed from single medical insurance to family plans. Further, what if any other changes there are to department budgets. Board to continue their budget discussion at next meeting.

C. Moultonborough Milfoil Committee – forwarded an herbicide treatment contract from Solitude Lake Management Services for Selectmen approval. Treatment helps remove the invasive milfoil. Milfoil Committee estimated the contract would remove 10-15 acres. Fiscal impact would be \$28,355 as half of the total costs are covered through a NHDES grant.

Motion: Selectman Quinlan

To approve the Solitude Lake Management Services Contract total fee not to exceed \$56,710 with funds contingent upon appropriation at Town Meeting.

Seconded: Selectman Beadle

Vote: 5 - 0

Motion passed.

D. Land Use Department – provided the Board with a proposal(s) that would install two new “Welcome to Moultonborough Village” signs. A sign would be installed before the Elementary School and at/near Berry Pond, and Southerland Park. Department of Public Works will help with the installation. Board approved the request.

Motion: Selectman Quinlan

To approve the expenditure of \$6,750 from the Executive Administration Contingency Line (400-4516) for the purchase of two village gateway signs.

Seconded: Selectman Crawford

Vote: 5 - 0

Motion passed.

E. Town Assessing

- i. Abatements Credit Refunds (Motion to Approve) Abatement Credit Refunds – the Board received ten (10) abatement credit refunds from assessing and consolidated them into a single vote. Map and lot (MBLU), address and amounts are listed below.

1) Lakes Region Water Company

a. MBLU #071-001: Emerson Path (\$148)

b. MBLU #071-006: 451 Governor Wentworth Hwy. (\$384)

c. MBLU #071-015: 420 Governor Wentw

d. MBLU #072-092: Paradise Drive (\$22)

e. MBLU #072-093: Paradise Drive (\$22)

f. MBLU #072-094: Paradise Drive (\$22)

- g. MBLU #072-095; Paradise Drive (\$606)
- h. MBLU #093-030; Fawn Lane (\$23)
- i. MBLU #272-030; Tall Pine Road (\$215)

2) MBLU #266-032; Nine Acre Island (\$524)

Motion: Vice Chairman Colby

To approve the ten abatement credit refunds from town assessing.

Seconded: Selectman Beadle

Vote: 5 – 0

Motion passed.

VII. OTHER BUSINESS

- A. Public Acknowledgments – Chairman Tolman thanked all the election officials that volunteered during the recent Presidential Primary. Chairman Tolman also acknowledge the receipt of thank you email from a town resident who appreciated the service provided by a few Moultonborough Fire Fighters.
- B. Land Use Department building permit fees and application expiration – the Town Administrator approached the Board about having further discussion on the topic. Board to continue discussion next meeting.
- C. Transfer Station operation hours – Ken Filpula, asked the Board for consideration to change the operating hours at the transfer station. Board moved the discussion to next meeting.

VIII. NON-PUBLIC SESSION

Motion: Selectman Quinlan

To entered nonpublic session pursuant to RSA 91-A:3, II(a, b)

Seconded: Selectman Beadle

Vote: 5 - 0

Motion passed

IX.

ADJOURNMENT – meeting adjourned at 7:27pm

Written on behalf of the Selectmen by Charles Smith Town Administrator

Approved
Jon Tolman, Chairman

Building Permit Fees

new construction, alterations and renovations

| <u>Description</u> | <u>Current Fee</u> | <u>Proposed New Fee</u> |
|-----------------------|--------------------|-------------------------|
| Finished Area | \$0.22 / SF | \$0.30 / SF |
| Unfinished Area | \$0.11 / SF | \$0.25 / SF |
| Commercial/Industrial | \$0.22 / SF | \$0.30 / SF |
| Minimum Permit Fee | \$30 | \$30 |

Fee Comparison

5,175 Finished Area

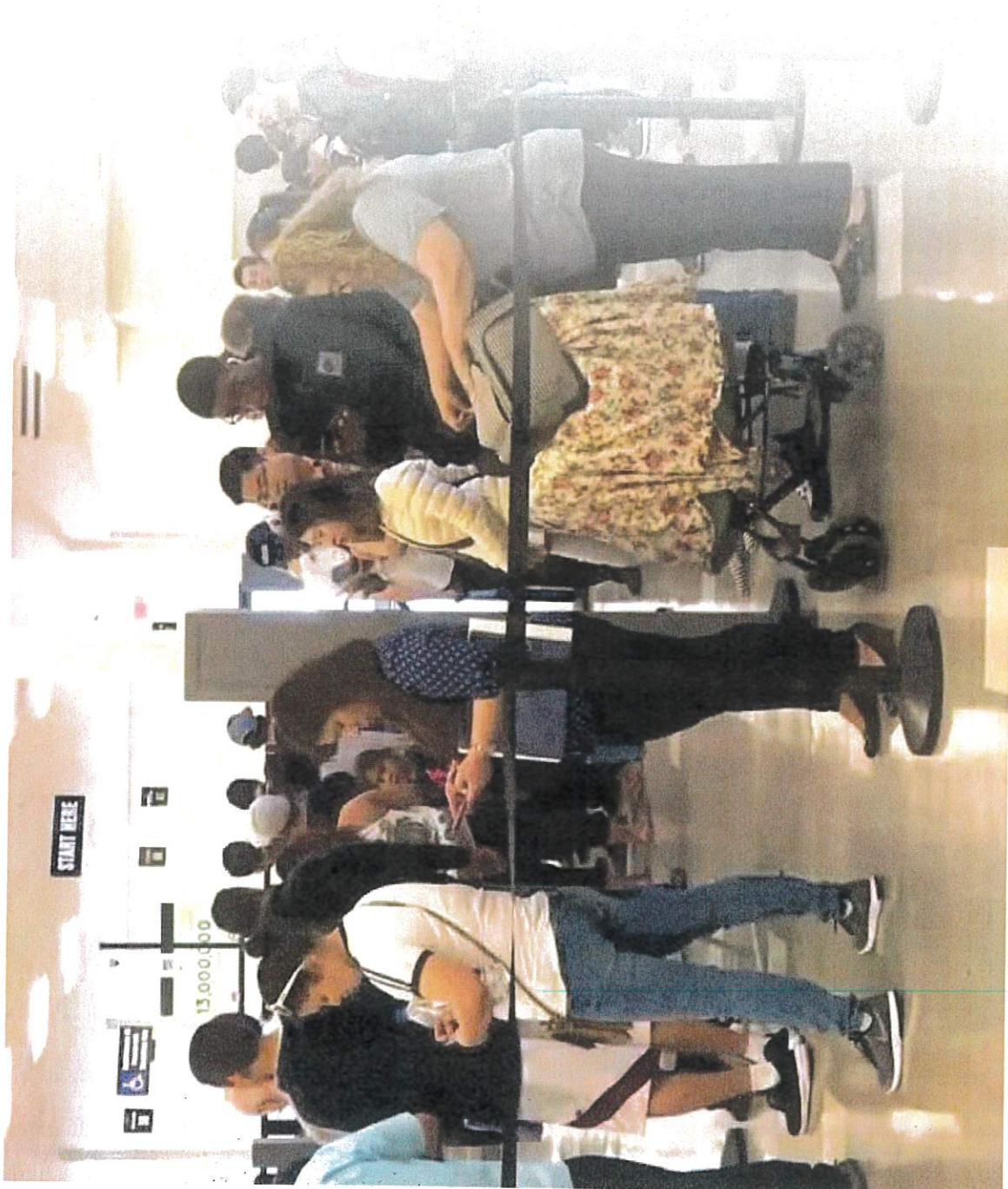
1,588 Unfinished Area (e.g., basement,
deck, porch, garage)

| | |
|-----------------------------|----------------|
| Meredith | \$5,572 |
| Wakefield | \$3,312 |
| Ossipee | \$2,887 |
| Tuftonboro | \$2,483 |
| Moultonborough (new) | \$1,949 |
| Wolfeboro | \$1,870 |
| Moultonborough (now) | \$1,313 |



Building Permit Duration

- Currently, Building Permits expire after 6 months, and permit renewals cost \$30. Renewals provide an additional 6-months.
- We propose that building permits shall expire after 12 months, and that renewals will provide an additional 12 months at a cost of \$60.



Moultonborough Public Works
Staff Report
FY2024 Road Program
Change Order No.1
February 8, 2024

Background: Highway Block Grant funds have been issued to the Town to supplement local funds to repair and maintain Town Class IV and V roads.

Issue: Contract Change Order No.1 will Add the rehabilitation of Long Point Road (from Colby Road to Hauser Estates) and Bos N Way (from Long Point Road to dead end) to the contract for reclaiming and paving of both roads including associated ditch work.

Discussion: Utilize these Highway Block Grant monies to complete these two roads that were scheduled to be completed in 2020 but have been bumped out due to funding.

Note: Please see attached Contract Change Order No.1.

Fiscal Impact: The Rehabilitation and Paving would be expended from available Highway Block Grant funds.

Recommendation: The Board of Selectmen approve the request as follows: "Motion to approve Contract Change Order No.1 in the amount of \$296,005.40 with GMI Asphalt, LLC, for the purpose of road rehabilitation and paving as part of the FY2024 Road Program and authorize the Town Administrator to sign."

Prepared by: Christopher Theriault, Director of Public Works.

CHANGE ORDER

Change Order No. 1

PROJECT: FY2024 Road Program: Roadway Rehabilitation, Reconstruction, and Paving

DATE OF ISSUANCE: February 1, 2024

EFFECTIVE DATE: February 15, 2024

TOWN: Town of Moultonborough

CONTRACTOR: GMI Asphalt, LLC.

DIRECTOR: Town of Moultonborough Public Works

You are directed to make the following changes in the Contract Documents.

Description: *Add the rehabilitation of Long Point Road (from Colby Road to Hauser Estates) and Bos N Way (from Long Point Road to dead end) to the contract for reclaiming and paving of both roads including associated ditch work.*

Reason for Change Order: *Utilizing Highway Block Grant monies to get the road work completed on these roads.*

Attachments: (List documents supporting change)

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price: <u>\$ 970,998.70</u> | Original Contract Times: Substantial Completion: Ready for final payment: days or dates |
| Net changes from previous Change Orders No. <u> </u> to No. <u> </u> : <u>\$ 0.00</u> | Net change from previous Change Orders No. <u> </u> to No. <u> </u> : <u>Zero (0)</u> days |
| Contract Price prior to this Change Order: <u>\$ 970,998.70</u> | Contract Times prior to this Change Order: Substantial Completion: Ready for payment: days or dates |
| Net Increase (decrease) of this Change Order: <u>\$ 296,005.40</u> | Net increase (decrease) of this Change Order: <u>0 Months</u> days |
| Contract Price with all approved Change Orders: <u>\$ 1,267,004.10</u> | Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: days or dates |

RECOMMENDED:

By: 
DIRECTOR (Authorized Signature)

APPROVED:

By: _____
TOWN (Authorized Signature)

ACCEPTED:

By: 
CONTRACTOR (Authorized Signature)

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

DIRECTOR initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by CONTRACTOR, or requests from TOWN, or both.

Once DIRECTOR has completed and signed the form, all copies should be sent to CONTRACTOR for approval. After approval by CONTRACTOR, all copies should be sent to TOWN for approval. DIRECTOR should make distribution of executed copies after approval by TOWN.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

FY2024 ROAD PROGRAM

| GMI ASPHALT CONTRACT FY2024 ROADS | | | | | | | REvised Quantities | | | | | | |
|--------------------------------------|---|--------------------|------------|--------------|---------------|------------|----------------------|----------------------|----------------------|-------------|------------------------|------------------------|---------------|
| Item No. | Description | Contract Bid Costs | | | May 16, 2023 | | | Change Order No.1 | | | February 1, 2024 | | |
| | | Quantity | Unit Price | Cost | Quantity | Unit Price | Cost | Quantity | Unit Price | Cost | Quantity | Unit Price | Cost |
| 203.1 | Common Excavation | CY | 3,152 | \$ 21.50 | \$ 67,768.00 | - | \$ 21.50 | \$ 67,768.00 | \$ 3,152.00 | \$ 21.50 | \$ 67,768.00 | | |
| 203.2 | Rock Excavation | CY | 10 | \$ 365.00 | \$ 3,650.00 | | \$ 365.00 | \$ 3,650.00 | - | 10.00 | \$ 365.00 | \$ 3,650.00 | |
| 203.96 | Regrading Ditchlines | LF | 5,000 | \$ 2.60 | \$ 13,000.00 | 3,750 | \$ 2.60 | \$ 9,750.00 | 8,750.00 | \$ 2.60 | \$ 22,750.00 | | |
| 214 | Fine Grading | U | 1 | \$ 8,800.00 | \$ 8,800.00 | 1 | \$ 8,800.00 | \$ 8,800.00 | 2.00 | \$ 8,800.00 | \$ 17,600.00 | | |
| 304.2 | Gravel | CY | 1,830 | \$ 38.00 | \$ 69,540.00 | | \$ 38.00 | \$ 69,540.00 | - | 1,830.00 | \$ 38.00 | \$ 69,540.00 | |
| 304.3 | Crushed Gravel | CY | 915 | \$ 37.30 | \$ 34,129.50 | | \$ 37.30 | \$ 34,129.50 | - | 915.00 | \$ 37.30 | \$ 34,129.50 | |
| 304.32 | Crushed Gravel for Shoulder Leveling | CY | 417 | \$ 38.50 | \$ 16,054.50 | 185 | \$ 38.50 | \$ 7,122.50 | 7,122.50 | 602.00 | \$ 38.50 | \$ 23,177.00 | |
| 304.35 | Crushed Gravel - Drives | CY | 208 | \$ 49.00 | \$ 10,192.00 | | \$ 49.00 | \$ 10,192.00 | - | 208.00 | \$ 49.00 | \$ 10,192.00 | |
| 306.108 | 8" Reclaimed Stabilized Base In-Place | SY | 7,126 | \$ 1.30 | \$ 9,263.80 | 8,980 | \$ 1.30 | \$ 11,674.00 | 11,674.00 | 1.30 | \$ 1.30 | \$ 20,937.80 | |
| 306.208 | Reclaimed Stabilized Base: Removed and Rehandled | SY | 1,222 | \$ 11.50 | \$ 14,053.00 | | \$ 11.50 | \$ 14,053.00 | - | 1,222.00 | \$ 11.50 | \$ 14,053.00 | |
| 306.36 | Stone - Reclaimed Stabilized Base | TN | 1,409 | \$ 33.35 | \$ 46,990.15 | 1,145 | \$ 33.35 | \$ 38,185.75 | 38,185.75 | | 33.35 | \$ 33.35 | \$ 85,175.90 |
| 403.11a | 3/4" HBP Leveling Course | TN | 1,158 | \$ 88.75 | \$ 102,772.50 | | \$ 88.75 | \$ 102,772.50 | - | 1,158.00 | \$ 88.75 | \$ 102,772.50 | |
| 403.11b | 1" HBP Overlay | TN | 1,544 | \$ 88.75 | \$ 137,030.00 | | \$ 88.75 | \$ 137,030.00 | - | 1,544.00 | \$ 88.75 | \$ 137,030.00 | |
| 403.11c | 1.5" HBP Wearing Course | TN | 1,083 | \$ 88.75 | \$ 96,116.25 | 748 | \$ 88.75 | \$ 66,385.00 | 66,385.00 | | 1,083.00 | \$ 88.75 | \$ 162,501.25 |
| 403.11d | 2.5" HBP Binder Course | TN | 1,804 | \$ 88.75 | \$ 160,105.00 | 1,247 | \$ 88.75 | \$ 110,671.25 | 110,671.25 | 3,051.00 | \$ 88.75 | \$ 270,776.25 | |
| 403.12 | HBP Hand Method | TN | 100 | \$ 160.00 | \$ 16,000.00 | 20 | \$ 160.00 | \$ 3,200.00 | 3,200.00 | | 160.00 | \$ 160.00 | \$ 19,200.00 |
| 417 | Cold Planing | SY | 563 | \$ 17.40 | \$ 9,796.20 | 56 | \$ 17.40 | \$ 974.40 | 974.40 | | 17.40 | \$ 17.40 | \$ 10,770.60 |
| 593.315 | Geotextile: Cl.1 Woven (US 315) Roadbed | SY | 5,489 | \$ 2.40 | \$ 13,173.60 | | \$ 2.40 | \$ 5,489.00 | 5,489.00 | | 2.40 | \$ 2.40 | \$ 13,173.60 |
| 604.4 | Reconstructing/Adjusting Catch Basins | LF | 5 | \$ 630.00 | \$ 3,150.00 | | \$ 630.00 | \$ 630.00 | - | 5.00 | \$ 630.00 | \$ 3,150.00 | |
| 605.5 | 6" Underdrain (ADS Sock Pipe) | LF | 600 | \$ 23.00 | \$ 13,800.00 | | \$ 23.00 | \$ 13,800.00 | - | 600.00 | \$ 23.00 | \$ 13,800.00 | |
| 609.811 | Bituminous Curb, Type B (4" Reveal) | LF | 2,000 | \$ 12.90 | \$ 25,800.00 | | \$ 12.90 | \$ 25,800.00 | - | 2,000.00 | \$ 12.90 | \$ 25,800.00 | |
| 618.7 | Flaggers | HR | 578 | \$ 67.00 | \$ 38,726.00 | 200 | \$ 67.00 | \$ 13,400.00 | 13,400.00 | | 67.00 | \$ 67.00 | \$ 52,126.00 |
| 619.1 | Maint. of Traffic | U | 1 | \$ 7,800.00 | \$ 7,800.00 | 0.50 | \$ 7,800.00 | \$ 3,900.00 | 3,900.00 | | 1.50 | \$ 7,800.00 | \$ 11,700.00 |
| 646.41 | Turf Establishment with Mulch, Tackifiers and Humus | SY | 2,756 | \$ 8.45 | \$ 23,288.20 | 1,650 | \$ 8.45 | \$ 13,942.50 | 4,406.00 | | 8.45 | \$ 8.45 | \$ 37,230.70 |
| 692 | Mobilization | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | 0.40 | \$ 20,000.00 | \$ 8,000.00 | \$ 8,000.00 | | 1.40 | \$ 20,000.00 | \$ 28,000.00 |
| 1010.2 | Asphalt Adjustment (Allowance) | \$ | 1 | \$ 10,000.00 | \$ 10,000.00 | | \$ 10,000.00 | \$ - | \$ - | | 1.00 | \$ 10,000.00 | \$ 10,000.00 |
| FY 2024 ROADS CONTRACT TOTAL: | | | | | | | \$ 970,998.70 | \$ 970,998.70 | \$ 296,005.40 | | \$ 1,267,004.10 | \$ 1,267,004.10 | |

**Moultonborough Public Works
Staff Report
Transfer Station Operating Hours**

February 8, 2024

Background: An e-mail from Ken and his staff was received on January 29, 2024 regarding facility hours, as attached. This e-mail was forwarded to the Board the same day and was anticipated to be discussed at the February 1st meeting. It did not make the agenda.

Issue: We need to come up with a solution that allows the staff time at the end of the day to bring in equipment, clean themselves up and leave the facility by 5:00 without residents in the facility.

Discussion: See attached e-mails.

Fiscal Impact: N/A

Recommendation: The Board of Selectmen approve the request as follows: "Motion to revise the Transfer Station closing times to 4:30 PM at which time the gates will be closed to the public, effective immediately (Friday, February 16, 2024)."

Prepared by: Christopher Theriault, Director of Public Works.

Chris Theriault

From: Charlie Smith
Sent: Monday, January 29, 2024 3:34 PM
To: Jean Beadle; Jon Tolman; Karel Crawford; Kevin Quinlan; Shari Colby
Cc: Chris Theriault; Waste Management
Subject: FW: facility hours IMMEDIATE ATTENTION IS NEEDED!!

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Selectmen – forwarding the email below to you, as we wanted to bring to your attention staff concerns about the hours of operations for the Transfer Station. Staff does not believe the 5pm closing time is enough time for them to close safely and on time, as they have many tasks that must be taken care of before they close and can be distracted by incoming customers. Further when last minute customers visit, they can be confrontational, note incident below, which as I was told this is not the first-time customers have taken issue with staff closing at or near 5pm.

Ken will be at Thursday's meeting as we have a separate Transfer Station item, (scout approval to distribute flyers) he said he will also be available to answer questions about this subject.

Charles Smith, MPA, ICMA-CM
Town Administrator
Town of Moultonborough
P.O. Box 139
6 Holland St.
Moultonborough, NH 03254
Phone: 603-476-2347 ext. 308

From: Waste Management <wmf@moultonboroughnh.gov>
Sent: Monday, January 29, 2024 10:35 AM
To: Chris Theriault <ctheriault@moultonboroughnh.gov>
Cc: Charlie Smith <csmith@moultonboroughnh.gov>
Subject: facility hours IMMEDIATE ATTENTION IS NEEDED!!
Importance: High

Good morning,

We need to come up with a solution that allows the staff time at the end of the day to bring in equipment, clean themselves up and leave the facility by 5:00 without residents in the facility.

The sign at the gate states "Please plan your arrival 15 minutes before closing". Unfortunately there is no way to enforce this. Closing the gate at 4:45 has not been a good option because the residents can still arrive up until 5:00 because the sign at the gate states they have the ability to arrive and use the facility regardless of the commodity and quantity they want to dispose of up until 5:00. This is no fault to the residents.

The staff is scheduled to work until 5:00 if we go beyond that time it is over time and to be honest we want to go home at 5:00.

At the present time the shut down procedure goes like this: at 4:45 I close down the register and call in cans that need to be pulled then go up to the gate this is about 5:50, the remaining staff park the equipment in the building, turn off lights, secure the equipment keys in the office and lock all doors and windows in the main building and compactor hut, label the full packer box cans for pick up, clear the compactors of any trash or recyclables, deal with any lingering residents which could be at any of the deposit stations within the facility(trash& recycle, demo, scrap metal, leaf and yard waste, brush etc.) and process any transactions within the building , wash up grab their personal items and leave the facility by 5:00. This is next to impossible to complete without possibly missing one of the shutdown procedures and or upsetting either staff or residents or both.

The facility staff had two verbally abusive residents yesterday at closing time, they were not happy that we were in the process of closing down the facility at 4:50. Phil and Bruce took the brunt of the abuse and Jim heard the confrontation he was inside the building, while I was at the gate turning residents away from using the facility at 5:50.

I will not tolerate any resident being disrespectful to my staff. The staff that work in this department treat the residents with courteous and respect we expect the same courtesy in return from the residents.

Closing time has been an ongoing problem since I have been employed at the facility.

We are looking forward to hearing from you,

Ken, Bruce, Jim & Phil

Transfer Station Supervisor & Crew

Chris Theriault

From: Waste Management
Sent: Sunday, February 4, 2024 3:13 PM
To: Chris Theriault
Cc: Charlie Smith
Subject: Transfer stations closings

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

I contacted six transfer station in the area to find out on their closings time procedures and the results were:

1st facility did not answer the phone.

2nd facility does not have a designated time at the end of the day when the facility is vacant of residents before the facility closes, they must close down the facility with residents still inside the facility.

3,4,5 & 6 facilities have a cleanup time at the end of the day without residents in the facility.

The transfer stations that I contacted provide services to their residents similar to the Moultonborough Transfer Station in the sense that we take care of our residents in our towns by taking their commodities then transferring them out of our facilities to the appropriate vendor for recycling or disposal. Also the other facilities vary in population, size of staff, commodities received, some have truck scales and some don't and various pieces of equipment to maintain their facility.

Looking forward to hearing your thoughts.

Thanks again for all of your help.

Ken



Town of Moultonborough
OFFICE OF ADMINISTRATION
6 Holland Street • PO Box 139 • Moultonborough, NH 03254
PHONE 603.476.2347 FAX 603.476.5835

Board of Selectmen Agenda Report

Date: February 9, 2024

To: Honorable Board of Selectmen

From: Peter W. Beede, Jr., Chief of Police

Subject: Proposal to contract with Dirigo Safety, LLC to review and update Moultonborough Police Department Standard Operation Procedures

Recommended motion: *To authorize the Police Chief to enter into a two-year contract starting March 1, 2024, and ending March 1, 2026, with Dirigo Safety, LLC to review and update the Standard Operating Procedures of the Moultonborough Police Department for a total cost of \$7,000.00 over the two-year period with the expenditure of \$7,000.00 to come from the 2023-2024 Police Department operating budget.*

Background/Issue: As the Selectboard is aware, the Police Department Standard Operating Procedures are a mixture of updated and outdated policies. As Chief of Police, it is part of his duties to review and update policies as needed; however the Police Department's Standard Operating Procedures need a complete review and update to meet the 114 criteria that has recently been set by New Hampshire Police Accreditation Commission. This is a huge undertaking and therefore the Police Chief, with the Selectboard's authorization, would like to contract with Dirigo Safety, LLC for a complete review and update of all Standard Operating Procedures starting March 1, 2024, for a period of two-years, ending March 1, 2026. The contract has been reviewed by all involved parties and has been updated to reflect the requirements of the Town of Moultonborough.

Fiscal Impact: The total cost of the two-year contract is \$7,000.00 with the expenditure of \$7,000.00 to come from the 2023-2024 Police Department operating budget.

Contract for Professional Services

SERVICE PROVIDER: Dirigo Safety, LLC

CUSTOMER: Moultonborough, NH Police Department

SUBJECT: *Policy Development and Policy Maintenance Services*



TERM: **Policy Development Service:** *Two Years* (From March 1, 2024, to March 1, 2026); **Policy Maintenance Service:** *Annually* thereafter until terminated by either party upon written notice (may be email).

PROPOSAL DATE: February 1, 2024

1. Parties:

"Customer", Moultonborough, NH Police Department, ("The Department") located at: 1035 Whittier Hwy, Moultonborough, NH, 03254 engages the "Service Provider" Dirigo Safety, LLC ("The Provider"), a Maine corporation located at 95 Main St., Suite 3, Auburn, ME. 04210, to provide *Policy Develop Services* to the Department for the term set forth above and *Policy Maintenance Service* for the term described below.

2. Deliverables:

The **Provider** will:

- a. Create administrative and operational policies specific to the Department that meet Federal Department of Justice, New Hampshire legislative, and New Hampshire Police Standards & Training Council mandates.
- b. Monitor for *and deliver* relevant future updates or new legally mandated policies to the Department during the contract agreement period.
- c. Provide the Department all completed policies in "MS Word" file for future review and updating.
- d. Any policy that has a New Hampshire Law Enforcement Accreditation Program (NHLEAP) Standard shall be highlighted in the policy.
- e. During the two-year Policy Development Services term, create Dirigo Safety On-Line Learning accounts for all members of the Department for all of Dirigo Safety's New

Hampshire designated on-line trainings which include at least 2 hours each of De-escalation, Implicit Bias, and Ethics.

- f. Invoice the department upon completion of agreed upon work.

The **Department** will:

- g. Make available a command level contact person for any questions regarding the policies to be reviewed and updated who can respond in a timely fashion to all inquiries from the Provider.
- h. Actively participate in scheduled policy development meetings.
- i. Relay any requested information required to update and complete department policies.
- j. The Department agrees to make payment upon receipt of each of the Provider's invoice(s).

3. Method of Payment:

A. Initial Policy Development

- i. Total Agreement Amount for the two-year *Policy Development Services*: \$ 7,000
- ii. Invoice shall be sent for either:
 - a. One-time payment of \$7,000 **OR**;
 - b. Two Annual Payments of \$3,500 on (DATE) and (DATE).

B. Policy Maintenance

- iii. The Provider will invoice the Department annually a year from the date of the Policy Development Term completion.
- c. Annual payment of \$1,500

4. Work Product Property:

Both parties agree that all right, title, and interest in and to any copyrightable material, notes, contracts, templates, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, developed or reduced to practice

by Provider, solely or in collaboration with others, during the term of this Contract and arising out of, or in connection with, performing under this Contract and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing are *the sole property of the Provider and not to be distributed outside the Department without the exclusive written permission of the Provider unless required by law*. The Department shall have a license to distribute, display or otherwise use the policies created as needed for the Department's use during the course of this contract.

Provider agrees at conclusion of this contract *to relinquish all ownership and copywrite claims to any policies created from this contract and that these policies will remain wholly and completely owned by the Department*.

5. Confidentiality:

All work, negotiations, and discussions conducted and arising out of or related to this Contract, including any negotiations or discussion that led to this Contract, will be treated as strictly confidential to the extent allowed by law. To the extent allowed by law, the *content* of this Contract will also be treated as confidential by the Department. To that end, the Provider recognizes that the Department is a public entity subject to Freedom of Access laws and a public budgeting process. In the event the Department receives a NH RSA 91-A request to which confidential records are responsive, the Department shall provide to the Provider a list of the responsive confidential records as well as a five (5) business day timeframe to file in court to prevent disclosure. If the Provider does not timely file in court, or the court orders the Department to disclose, the responsive confidential records shall be disclosed to the requesting party and said disclosure shall not constitute a violation of this Contract.

6. Interpretation, Governing Law:

This agreement has been fully negotiated by the principals of the parties, and so it may not be construed for or against either party. It is governed by the laws of New Hampshire. It may be signed in multiple counterparts and shall be fully enforceable so long as each party has signed a copy.

7. Independent Capacity:

In the performance of this agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider, act in the capacity of an independent contractor and not as officers or employees or agents of the Department.

8. Indemnification and Hold Harmless:

The Department shall defend and indemnify the Provider and its officers, directors, members, agents and employees, from and against any and all losses, demands, liabilities, actions and claims or personal injury, bodily injury, death, loss of or damage to property (collectively "claims") to

the extent such claims are caused by or arise out of the negligence or willful act(s) or omission(s) of the Department and/or its officials, agents, employees or volunteers.

The Provider shall defend and indemnify the Department and the Town, its officials, agents, employees and volunteers, from and against any and all losses, demands, liabilities, actions and claims of personal injury, bodily injury, death, loss of or damage to property (collectively “claims”) to the extent such claims are caused by or arise out of the negligence or willful act(s) or omission(s) of the Provider and/or its officers, directors, members, agents, employees or volunteers.

Nothing herein is intended to waive nor waives the immunities and limitations of liability afforded to the Department by their respective applicable State Tort Claims Act.

9. Not a Law Firm:

The parties understand that Dirigo Safety, LLC is not a law firm, does not represent clients, or provide legal advice on any specific case. Both parties agree, understand, and hold out the contracted work is for policy creation and consulting only.

10. Department Responsibility:

The Provider shall make every reasonable effort to assure the timely delivery of valid, up-to-date, and comprehensive policies that provide examples of current law enforcement procedure and best practices. The Department understands and agrees that *it is their responsibility to properly review and implement these policies in a manner consistent with acceptable law enforcement management practices.* Furthermore, the Department understands and agrees that the law is open to interpretation and changes often and will make reasonable efforts to assure compliance with current and relevant rules, laws, and regulations.

11. Termination for Cause:

(a) Definitions:

- i. **Default.** For the purposes of this Paragraph 11, a default shall be the failure of the Department to fulfill its duties under Paragraph 2, subparagraphs (g)-(j) above.
- ii. **Cure.** For the purpose of this Paragraph 11, cure, curing, “to cure,” shall mean the Department, after receiving a notice to cure, taking any and all actions necessary to bring it into compliance with its duties and obligations under this Contract (such that it is no longer in default, as defined above).

(b) Termination:

Upon default by the Department, the Provider may elect to send the Department a notice to cure. If the Department fails to cure its default within thirty days of its receipt of the aforementioned notice to cure, then the Provider may elect to terminate this Contract by

sending a written “notice of termination” to the Department, at the address below. Said termination will be effective three days after the mailing of said “notice of termination,” which, notwithstanding Paragraph 12 below, may be sent by first-class mail (without return receipt).

Upon Provider’s termination of this Contract, it will be relieved of its obligations hereunder. The Department will continue to be responsible for any payments due, under Paragraphs 2 and 3 above, before the date of the termination. Upon payment, the Department will be relieved of the remainder of its obligations, except for those that explicitly, or by operation of law, survive the termination of this Contract.

(c) Termination for Convenience:

The Department may terminate this contract without fault and for convenience by providing thirty (30) days advance notice in writing to the Provider. The Department shall be liable for any costs incurred up until the date of termination. The Provider shall return to the Department any excess funds in its possession beyond those needed to satisfy the costs incurred up until the date of termination.

12. Notices

Notices under this contract shall be delivered via first-class mail, return receipt requested, to the following addresses:

To the Provider:

**Scot Mattox, CEO
Dirigo Safety, LLC
95 Main Street, Suite 3
Auburn, ME 04210**

To the Department:

**Chief of Police Peter Beede
Moultonborough, NH Police Department
1035 Whittier Highway,
Moultonborough, NH 03254**

13. Assignment

Neither party may assign this Contract or any rights or duties hereunder without the express written consent of the other party, which consent may be granted or withheld within the sole discretion of that other party.

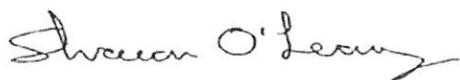
14. Integration:

This Contract, including any attachments noted below, constitutes the full agreement between the parties. Any oral or other agreements or representations (related to the subject matter hereof) are superseded by this Contract and as such, shall be unenforceable. Any changes to this Contract *must* be made in writing by the parties, which may be an exchange of e-mails showing affirmative assent.

No attachments are hereby incorporated into this Contract:

Seen and agreed to:

DIRIGO SAFETY, LLC



By: _____

Shawn O'Leary, Law Enforcement Services Manager

And

By: _____

(Signature)

Peter Beede - Chief Law Enforcement Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--------------------|---|-------------------------------|
| PRODUCER | CONTACT NAME: C Windham | |
| | PHONE (A/C, No, Ext): (207) 892-7996 | FAX (A/C, No): (207) 892-8229 |
| INSURED | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| Windham | INSURER A: Tri-State Ins Co of Minnesota NAIC # 31003 | |
| | INSURER B: Acadia Ins Co. 31325 | |
| DIRIGO SAFETY, LLC | INSURER C: Union Insurance Company 25844 | |
| | INSURER D: Certain Underwriters at Lloyd's London | |
| AUBURN | INSURER E: | |
| | INSURER F: | |

| COVERAGES | | CERTIFICATE NUMBER: Master | | REVISION NUMBER: | | |
|---|--|--|---------------|-------------------------|-------------------------|---|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL/SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | ADV5372560-15 | 10/24/2023 | 10/24/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Privacy Breach/Cyber \$ 25,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER: | | | | | |
| B | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | ADV5372560-15 | 10/24/2023 | 10/24/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WCA5275900-17 | 11/01/2023 | 11/01/2024 | PER STATUTE <input checked="" type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Refer to policy for exclusionary endorsements and special provisions. | | | | | |
| | | | | | | |
| CERTIFICATE HOLDER | | CANCELLATION | | | | |
| Town of Moultonborough New Hampshire Police Dept. 1035 Whittier Highway Moultonborough | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | |
| | | AUTHORIZED REPRESENTATIVE | | | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|-------------------------------|
| PRODUCER | | CONTACT NAME: C Windham | |
| Cross Insurance-Windham 745 Roosevelt Trail | | PHONE (A/C, No. Ext): (207) 892-7996 | FAX (A/C, No): (207) 892-8229 |
| | | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | |
| Windham | | INSURER A: Tri-State Ins Co of Minnesota | NAIC # 31003 |
| DIRIGO SAFETY, LLC 95 Main St., Suite 3 | | INSURER B: Acadia Ins Co. | 31325 |
| AUBURN | | INSURER C: Union Insurance Company | 25844 |
| | | INSURER D: Certain Underwriters at Lloyd's London | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LIR | TYPE OF INSURANCE | ADDL/SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|--|-----------------------|---------------|----------------------------|----------------------------|--|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | ADV5372560-15 | 10/24/2023 | 10/24/2024 | EACH OCCURRENCE | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER: | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | ADV5372560-15 | 10/24/2023 | 10/24/2024 | MED EXP (Any one person) | \$ 10,000 |
| | PERSONAL & ADV INJURY | | | | | \$ 1,000,000 | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | CUA5372563-15 | 10/24/2023 | 10/24/2024 | GENERAL AGGREGATE | \$ 2,000,000 |
| | PRODUCTS - COMP/OP AGG | | | | | \$ 2,000,000 | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | WCA5275900-17 | 11/01/2023 | 11/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER | |
| | E.L. EACH ACCIDENT | | | | | \$ 500,000 | |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| D | Professional Liability | | PSL0339563026 | 11/18/2023 | 11/18/2024 | Each Occurrence | 1,000,000 |
| | | | | | | Aggregate | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Town of Moultonborough New Hampshire Police Dept. 1035 Whittier Highway Moultonborough | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Melissa J. Connell</i> |



Town of Moultonborough

Office of Assessor

6 Holland Street – P. O. Box 139

Moultonborough, NH 03254

(603) 476-2347 - Fax (603) 476-5835

e-mail: thughes@moultonboroughnh.gov

M E M O R A N D U M

TO: Board of Selectmen

FROM: Thomas Hughes, Town Assessor *(TH)*

RE: 2023 Equalization Preliminary Ratio Study & Municipal Assessment Data Certificate

DATE: February 6, 2024

As part of the DRA 2023 Equalization Ratio Study process, 214 sales were entered into the DRA Equalization portal. These sales were reviewed by the Assessing staff and then again by the staff of Whitney Consulting Group. Of these sales, 103 were identified as valid or qualified sales; meaning they met the DRA criteria for an arm's length transaction. The table to the right is a summary of the qualified sales:

| Category (Strata) | # Valid |
|--------------------------------|---------|
| Single Family Home | 58 |
| Multi-Family (2-4 Units) | 1 |
| Residential Condo Unit | 5 |
| Manufactured Housing with Land | 1 |
| Manufactured Housing w/o Land | 1 |
| Residential Land | 26 |
| Commercial Land & Building | 3 |
| Boat Slip Only & Dry Berth | 8 |

The Preliminary Ratio Study overall results are as follows:

| Statistic | ASB Lower Limit | Town | ASB Upper Limit |
|----------------------------------|-----------------|-------|-----------------|
| Median Ratio | 90 | 88.3 | 110 |
| Price Related Differential (PRD) | 0.98 | 1.00 | 1.03 |
| Coefficient of Dispersion (COD) | None | 20.06 | 20.0 |

As shown above, the Town's preliminary overall results are within or very near the Assessing Standards Board (ASB) limits. The median ratio is slightly below the lower limit, however when factoring in the margin of error, it falls within the range. It is important to note that while the overall results are within acceptable limits, many of the statistics for individual strata fall outside the limits. In addition, the DRA's final results will most likely differ from the preliminary results.

As part of their duties as assessing officials, the Board of Selectmen must attest that the sales information supplied to the DRA is complete and accurate. This is done by signing the attached Municipal Assessment Data Certificate.

As always, please don't hesitate to contact me with any questions, concerns or comments.

**2023
EQUALIZATION
MUNICIPAL ASSESSMENT DATA
CERTIFICATE**



MUNICIPALITY: Town of Moultonborough

We the undersigned do hereby certify that the assessment and sales information provided by us on the NH Mosaic Equalization System has been thoroughly reviewed by this Board and is complete and accurate to the best of our knowledge.

We understand that this information will be used by the NH Department of Revenue Administration to calculate the municipality's equalization ratio. The equalization ratio will be used to calculate the total equalized valuation for this municipality.

SIGNATURE OF ASSESSING OFFICIALS

*(Selectmen if Town; must be signed by a majority)
(Assessor if City)*

DATE

NAME OF CONTACT PERSON: Tom Hughes, Assessor EMAIL: thughes@moultonboroughnh.gov

OFFICE PHONE NUMBER: 603-476-2347 OFFICE HOURS: 7:30am – 4:00pm (M-F)
(Note: If your office keeps irregular hours, please provide an alternate means of contacting you.)

(Please check appropriate box, if applicable)

Full Reval Cyclical Reval Cyclical In Progress Partial Update/Statistical
(values updated)

NAME OF COMPANY DOING REVALUATION WORK: Whitney Consulting Group (WCG)
(Please state if done in-house)

COMMENTS:

Please upload to: ratjostudy.org



Town of Moultonborough
Office of Assessor
6 Holland Street – P. O. Box 139
Moultonborough, NH 03254
(603) 476-2347 - Fax (603) 476-5835
e-mail: thughes@moultonboroughnh.gov

M E M O R A N D U M

TO: Board of Selectmen

FROM: Thomas Hughes, Town Assessor

RE: Cartographic Associates Inc – 2024-25 Contract for Tax Map Maintenance

DATE: February 6, 2024

Attached is the Cartographic Associates Inc – 2025-25 Tax Map Maintenance proposed contract. The contract runs from April 1, 2024 through March 31, 2025 and the terms of the proposal are the same as the prior contract.

There are two cost components in the contract and the fees for both have remained the same as in the last contract.

- Map/GIS Maintenance Service – general support, to include updating maps with all parcel changes related to events such as subdivisions, mergers, restorations and boundary line adjustments - the annual fee is \$5,900.
- Building Footprints – updating the map layers by adding new construction footprints or deleting demolished footprints - the unit cost is \$20/building added/changed.

The estimated costs of this annual contract have been included in the annual Assessing budget.

As always, please don't hesitate to contact me with any questions, concerns or comments.

TAX MAP MAINTENANCE PROPOSAL FOR THE TOWN OF MOULTONBOROUGH, NH

For processing data recorded 04/01/2024 through 03/31/2025

January 31, 2024

Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Moultonborough, NH, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written:

SCOPE OF SERVICES

A. Compilation

1. CAI shall review and incorporate all subdivisions, boundary line adjustments and surveys and make any required property line, area, and/or frontage changes.
2. CAI shall review all title conveyance deeds and make any required changes. - N/A*
3. CAI shall calculate the area of any parcel that is changed as a result of the above Items 1 and 2, following professionally accepted roundoff rules.
4. If copies of the property record cards for parcels with new or changed buildings, including the building sketches, are provided, CAI shall use the most recent available orthoimagery to accurately place building footprints.
5. CAI shall review information from the previous tax year, regarding problem areas and shall attempt to resolve any discrepancies or problems in a fair and equitable manner for tax assessment purposes.
6. As all the above referenced data are compiled throughout the year, CAI shall mark each document confirming the intent stated therein. If the intent is not a direct conveyance, CAI shall label the document appropriately with the new parcel number and area.
7. All data shall be incorporated and formatted in a manner consistent with the existing map/GIS data.
8. All work shall be reviewed and checked for errors and preliminary PDFs shall be provided for review prior to finalizing the annual service.

B. Computer Map Index Services - N/A*

1. CAI shall maintain an index of property records that corresponds to the the property maps.
2. All index changes shall be coded in the change field as follows:

| | |
|---|-----------------|
| M1 - Name/Book and Page | A - Add New Lot |
| M2 - Area | D - Delete Lot |
| M3 - Parcel Id Number (i.e. Map and/or Lot number | |
| M4 - Multiple of M1, M2, M3 | |
| M5 - Other (such as plan name or plan lot number) | |
3. CAI shall provide computer index printouts to the CLIENT sorted as follows:
 - a. Numerical by map and lot number
 - b. Alphabetical by owner's name
 - c. Change list by change code with secondary sorting by map and lot
 - d. Other index printouts will be available upon request, at current CAI prices

C. GIS

1. All digital files will be processed using Esri GIS software.
2. All data will be checked for topology errors and corrected.
3. GIS data will be delivered in Esri's shape file, geodatabase, or other format, depending on the format of the existing data.

D. Responsibilities of the CLIENT

1. The CLIENT shall provide a copy of each deed, keyed to the correct map and lot. - N/A*
2. The CLIENT shall provide a print of each subdivision plan, boundary adjustment plan, and map to be incorporated, keyed to the correct map & lot.
3. The CLIENT shall acquire as much information as possible about any questions and/or problems.
4. If buildings are to be added or changed, the CLIENT shall provide a copy of the appropriate Property Record Card, including the building sketch.
5. The CLIENT shall notify CAI of approval of preliminary PDFs or edits to be made within thirty days of receipt of said preliminary PDFs.

ADMINISTRATIVE

A. Documenting Progress

1. An officer of CAI shall be responsible for monitoring and documenting the progress of the maintenance process.
2. Flow charts shall be maintained, monitoring the progress of the maintenance procedure; the purpose of which is to be able to inform the CLIENT of exactly where the project stands at any given time. The charts shall include the following:

| | |
|---|------------------------------------|
| a. receipt date of data to be processed | e. completion date of second draft |
| b. completion date of compilation | f. date printed |
| c. completion date of first draft | g. date shipped |
| d. completion date of checking | |

TIMING

CAI shall complete and deliver the work described within 45 days of the receipt of the final information to be incorporated as defined in this proposal.

COST

| | |
|--|-----------------------------------|
| Map/GIS Maintenance Service | \$5,900.00 |
| Building Footprints (if building sketches are provided as described above) | \$20.00/building added or changed |

DELIVERABLES

Deliverables shall include one (1) each full size replacement prints, one (1) complete set reduced size prints, one (1) color Composite Map, one (1) color CSPA Map, one (1) color Zoning Map, PDFs, digital files

PAYMENT

Payment shall be made to CAI within thirty (30) days of invoicing, per terms of the invoice. Said invoicing shall be done on a quarterly basis throughout the project cycle, unless other payment arrangements have been made.

GUARANTEE

CAI shall guarantee all data generated against any errors or omissions for one (1) full year from the date of delivery. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

**TAX MAP MAINTENANCE CONTRACT
FOR THE TOWN OF MOULTONBOROUGH, NH**

For processing data recorded 04/01/2024 through 03/31/2025

This is a contract made this 31 day of January, 2024, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Moultonborough, NH, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

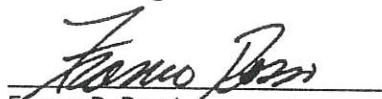
1. All work shall be done according to the Tax Map Maintenance Proposal, dated January 31, 2024, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The CLIENT shall pay \$5,900.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional \$20.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

This contract shall be construed under the laws of the State of New Hampshire.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Moultonborough, NH

CAI Technologies


Franco D. Rossi
President

BY: _____
TITLE: _____

NOV 27 2023

Office of Selectmen

Town of Moultonborough
6 Holland Street - PO Box 139 * Moultonborough, NH 03254
(603) 476-2347 * www.moultonboroughnh.gov

FISHING TOURNAMENT LAUNCH REQUEST

ORGANIZATION: MASSACHUSETTS BASS FEDERATION CONTACT: DAVID MCNARY
ADDRESS: 87 NORTH END ROAD TOWNSEND MA 01468 TEL #: 617-999-5304
DATE REQUEST REC'D: _____ DATE(S) OF EVENTS: APRIL 21, 2024
START/END TIME: 7:00 AM TO 3:00 PM
LAUNCH AREA(S) REQUESTED: STATES Landing Launch
NO. OF BOATS/TRAILERS: 35
LIABILITY INSURANCE HOLDER & POLICY #: TBF insurance/can't get until Jan 15
ADDITIONAL REQUEST(S) & INFORMATION PROVIDED:
I CANNOT REQUEST INSURANCE UNTIL AFTER FIRST OF THE YEAR
I will contact you for wording on "Additionaly insured"
TOURNAMENT FEE (Per Day): \$150.00 CHECK #: 1289 DATE REC'D: _____

FEES RECEIVED: _____

Town Department Response Only

MOULTONBOROUGH POLICE DEPT.: _____

MOULTONBOROUGH FIRE DEPT.: _____

DATE OF SELECTMEN'S MEETING: _____

STIPULATIONS: _____

THIS REQUEST IS: DENIED APPROVED

DATE OF APPROVAL/DENIAL SENT: _____

DATE NH FISH & GAME NOTIFIED: _____

** PLEASE REFER TO ORDINANCE #5 & POLICY #11 **

Office of Selectmen
Town of Moultonborough
6 Holland Street - PO Box 139 * Moultonborough, NH 03254
(603) 476-2347 * www.moultonboroughnh.gov

**FISHING TOURNAMENT
LAUNCH REQUEST**

ORGANIZATION: NEBA of NH CONTACT: Rod Richmond
ADDRESS: 155 Partridgeberry Lane Swanzey, NH 03446 TEL#: 603-209-4660
DATE REQUEST REC'D: 04/23/23 DATE(S) OF EVENTS: September 10, 2023
START/END TIME: 7:00am
LAUNCH AREA(S) REQUESTED: State's Landing
NO. OF BOATS/TRAILERS: 20
LIABILITY INSURANCE HOLDER & POLICY #: Bass Nation, NEBA of NH #KRO-93371-00
ADDITIONAL REQUEST(S) & INFORMATION PROVIDED: _____

TOURNAMENT FEE (Per Day): \$150.00 CHECK #: 1006 DATE REC'D: 04/25/23
FEE RECEIVED: \$150

Town Department Response Only

MOULTONBOROUGH POLICE DEPT.: _____

MOULTONBOROUGH FIRE DEPT: The Fire Department has no objections to this request., parking of vehicles and trailers shall not obstruct access to Default Road.

DATE OF SELECTMEN'S MEETING: _____

STIPULATIONS: Per Policy #11, Ordinance #5, and recommendations from the Police Chief and the Fire Chief. Please do not block residents parking.

THIS REQUEST IS: DENIED APPROVED

DATE OF APPROVAL/DENIAL SENT: _____

DATE NH FISH & GAME NOTIFIED: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

AMATHUR1

DATE (MM/DD/YYYY)
1/29/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| | | | |
|----------|--|---|-----------------------------|
| PRODUCER | K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801 | CONTACT NAME: SPORTS PHONE (A/C, No. Ext): 800-441-3994 E-MAIL ADDRESS: KK.SPORTS@KANDKINSURANCE.COM | FAX (A/C, No): 260-459-5120 |
| INSURED | THE BASS FEDERATION, INC D/B/A TBF, INC. AND ITS MEMBER STATE FEDERATIONS 5998 N. PLEASANT VIEW RD. PONCA CITY, OK 74601 | INSURER(S) AFFORDING COVERAGE INSURER A: GRANITE STATE INSURANCE COMPAN INSURER B: NAT'L UNION FIRE INS CO OF PIT INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 23809 19445 |

COVERAGES CERTIFICATE NUMBER: 2093403 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|---|------------|----------|---------------|-------------------------|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | N | AIP3450358900 | 12:01AM 1/27/24 | 12:01AM 1/27/25 | EACH OCCURRENCE |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | <input type="checkbox"/> Owners & Contractors | | | | | | MED EXP (Any one person) |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE |
| X OTHER: PER MEMBER | PRODUCTS-COMP/OP AGG | | | | | | |
| AUTOMOBILE LIABILITY | Part Lgl Liab | 1000000 | | | | | |
| ANY AUTO | COMBINED SINGLE LIMIT (Ea Accident) | 300000 | | | | | |
| OWNED AUTOS ONLY | BODILY INJURY (Per person) | 5000 | | | | | |
| Hired AUTOS ONLY | BODILY INJURY (Per accident) | 1000000 | | | | | |
| PROPERTY DAMAGE (Per accident) | 3000000 | | | | | | |
| UMBRELLA LIAB | EACH OCCURRENCE | 1000000 | | | | | |
| EXCESS LIAB | AGGREGATE | | | | | | |
| DED <input type="checkbox"/> RETENTION | | | | | | | |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER-STATUE OTHER | |
| B Participant Accident | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | |
| | | | | | | E.L. DISEASE - POLICY LIMIT | |
| | | | | | | AD&D Primary Medical Excess Medical Weekly Indemnity | 10000 NONE 25000 NONE |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS AN ADD'L INSURED WITH RESPECT TO THE OPERATIONS OF THE
NAMED INSURED.
CLUB: MASSACHUSETTS BASS FEDERATION/GOOD SPIRIT BASSMASTERS *SEE ADDENDUM*

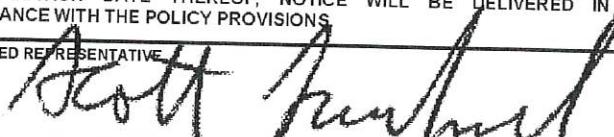
CERTIFICATE HOLDER

CANCELLATION

TOWN OF MOULTONBOROUGH, NH
HOLLAND ST.,
MOULTONBOROUGH, NH

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: _____
LOC # _____

CERTIFICATE: 2093403 DATE ISSUED: 1/29/24

ACORDTM

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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|---|-----------|---|
| AGENCY K & K INSURANCE GROUP, INC. | | NAMED INSURED THE BASS FEDERATION, INC D/B/A TBF, INC. AND ITS MEMBER STATE FEDERATIONS 5998 N. PLEASANT VIEW RD. PONCA CITY, OK 74601 |
| POLICY NUMBER GL AIP3450358900 PA AID3450211001 | | |
| CARRIER SEE ACORD 25 | NAIC CODE | EFFECTIVE DATE: SEE ACORD 25 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

EVENT: TEAM TRAIL TOURNAMENT

DATE: 4-21-24

LOCATION: LAKE WINNIPESAUKEE, NH