

**Town of Moultonborough  
Board of Selectmen  
Meeting Agenda  
Thursday, April 18, 2024  
5:00 P.M.  
6 Holland St. Moultonborough, NH**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. REVIEW / APPROVAL MINUTES**
  - A. Date(s): 4/5/2024 (+N/P)
- IV. CONSENT AGENDA**
  - A. 2024 Town of Moultonborough Beach Permit (Chairman Signature)
  - B. Spring Island Overnight Parking Pass (Chairman Signature)
  - C. Personnel Action Form
  - D. Lease Agreement(s) – Boat Slip at Lees Mills
  - E. Shannon Cemetery Lot Purchase #329 & #330 (\$3,200)
  - F. NH Department of Revenue Admin
    - i. Yield Taxes
    - ii. Veterans Tax Credit
    - iii. Elderly Exemptions
- V. NEW BUSINESS**
  - A. Department of Public Works
    - i. Bid documents for FY2025 Road Program: Roadway Rehabilitation, Reconstruction, and Paving
  - B. Moultonborough Transfer Station
    - i. Request to close facility on Monday, June 3<sup>rd</sup> for staff training in Concord.
  - C. Moultonborough Fire Department
    - i. Donation of Personal Protective Equipment (PPE aka Turnout Gear) to Ashland Fire Department
  - D. Pours & Petals – NH Liquor Permit Approval at NH Boat Museum on 6/28
  - E. Moultonborough Heritage Commission
    - i. Cristina Ashjian reappointment, three-year term; end date of May 11, 2027
  - F. Sandwich Fair Association – permission to have temp Fairgrounds signs at Rt 25 & 109S
- VI. OTHER BUSINESS**
  - A. Vacant Job Posting
    - i. DPW Laborer/Truck Driver
    - ii. DPW Seasonal Laborer
    - iii. Police Department
      - a) Community Service Officer (Part-Time)
      - b) Communication Specialist (Part-Time)
- VII. CITIZEN INPUT**
- VIII. NON-PUBLIC SESSION**
  - A. RSA 91-A: 3, II (b)

*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  
April 5, 2024

**MEETING MINUTES**

**Present:** Chairman of the Board Jon W. Tolman, Selectmen Kevin D. Quinlan, Jean M. Beadle and Karel A. Crawford were present; Vice Chairman Shari Colby was absent with prior notice. Advisory Budget Committee (ABC) member Kay Peranelli was present. Town Clerk Julia Marchand and Town Administrator Charles Smith were also present.

**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.

**III. NON-PUBLIC SESSION**

**Motion:** Selectman Quinlan

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

**Seconded:** Vice Chairman Colby

**Vote:** 4 – 0

**Motion passed.**

**Entered:** 5:02 p.m.

**Reconvened:** 5:17 p.m.

**Motion:** Selectman Quinlan

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

**Seconded:** Vice Chairman Colby

**Vote:** 5 – 0

**Motion passed.**

**Entered:** 5:17 p.m.

**Reconvened:** 5:32 p.m.

**IV. APPROVAL OF MINUTES**

**Motion:** Selectman Beadle

*To approve the meeting minutes and nonpublic session minutes from March 28, 2024.*

**Seconded:** Selectman Crawford

**Discussion:** Chairman Tolman updated page 2 line 8 and 25 to reflect CIPC did recommend (take out the word not). Selectman Quinlan updated page 4 line 4 to have the motion “not to exceed \$8,000.”

**Vote:** 4 – 0

**Motion passed.**

V. **CONSENT AGENDA:** The Board signed and voted in the affirmative on each of the following items.

A. Tax Collector – interest abatements

- i. TM 245/036 - \$20.80 (Board previously approved)
- ii. TM 131/038 - \$7.20 (refund for USPS late delivery)

**Motion:** Selectman Beadle

*To approve the consent agenda items.*

**Seconded:** Selectman Quinlan

**Vote:** 4 – 0

**Motion passed.**

VI. **NEW BUSINESS**

A. Moultonborough Town Clerk and Town Moderator

- i. New Ballot Counting Device – Town Moderator Paul Punturieri and Town Clerk Julia Marchand discussed with the Board purchasing a new ballot counting device to replace the Accu Vote machine. Both recommended the Board moved forward with purchasing a device from Voting Works. Dominion also has a new device, but it is not ready to be used. Staff will research on state grant to offset the cost of new machine.

**Motion:** Selectman Quinlan

*To approve the purchase of Voting Works ballot counting device in the amount of \$7,500 and to purchase the support package for \$500; Reference quote 1018 and 1019.*

**Seconded:** Selectman Crawford

**Vote:** 4 – 0

**Motion passed.**

B. Fishing Tournament Launch Request(s)

- i. Back Bay Trail NH

**Motion:** Selectman Quinlan

*To approve the Fishing Tournament Launch Request for Back Bay Trail NH on April 27<sup>th</sup> from 7am-3pm at Lees Mill with number of boats 10.*

**Seconded:** Selectman Crawford

**Vote:** 4 – 0

**Motion passed.**

- ii. NH Bass Anglers

**Motion:** Selectman Quinlan

*To approve the Fishing Tournament Launch Request for NH Bass Anglers from 7am-3pm at Lees Mill with number of boats 15.*

**Seconded:** Selectman Beadle

**Vote:** 4 – 0

**Motion passed.**

- 1 C. Application for a Permit to Conduct a Raffle  
2 i. Moultonborough Sandwich Senior Meals  
3

4 **Motion:** Selectman Beadle

5 *To approve the raffle permit for Moultonborough Sandwich Senior Meals*  
6 *for the month of June 2024 at the Function Hall and authorize the Town*  
7 *Administrator to sign the permit.*

8 **Seconded:** Selectman Quinlan

9 **Vote:** 4 – 0

10 **Motion passed.**  
11

12 **VII. OTHER BUSINESS**

- 13 A. FY '24-25 budget/capital/warrant – Town Administrator Smith provided the Board  
14 a draft of the upcoming town warrant, budget, and capital. Draft included budget  
15 and capital items recommended at prior meeting.

- 16 i. FY '24-25 budget: TA Smith updated the budget to reflect the change in  
17 town employee medical insurance. Health Trust revisited the premium rate  
18 and reduced the guaranteed maximum rate to 12.7%. Board adjusted the  
19 budget for new staffing salaries; new Finance Director salary \$101,389.  
20 Part-time finance; \$24,960. Board also updated the title of the position to  
21 Accounting Clerk; was listed as Deputy Finance Director. Board asked  
22 Town Admin to update the budget description for the Fire Department po-  
23 sitions (missing a title). Board added \$30,000 to the Police Department  
24 part-time officer position. Board agreed with the estimated revenue of  
25 \$3.2M, which will be revisited in the fall during tax setting (DRA MS-4).  
26 Town Administrator to make budget adjustments and send to NH Depart-  
27 ment of Revenue Administration (DRA).

- 28 ii. FY '24-25 capital: Board reviewed and discussed capital improvement rec-  
29 ommendations. Board decided to remove the \$85K ice rink surface  
30 sweeper/scrubber from the warrant and will discuss an approach at later  
31 date. Board decided to adjust the recommendation to purchase a 10 Wheel  
32 Dump Truck (\$350K) and reduced the amount to \$200K, of which the  
33 \$157,000 Highway Block Grant previously used to offset the \$1.9M road  
34 program, will be used to offset the new truck. Using the Highway Block  
35 Grant brings the new truck taxation amount to \$43K. Town Admin to adjust  
36 the road program amount to \$1.743M.  
37

38 **VIII. CITIZEN INPUT**

- 39 A. Green Leaf Tree Experts – Kara Taylor and Brian Huey from Green Leaf Tree Ex-  
40 perts discussed with the Board about having a waiver of a third-party engineer as  
41 part of their Moultonborough Planning Board application. Board did not approve  
42 their request as it is not within their authority.  
43

44 **IX. NON-PUBLIC SESSION**

45 **Motion:** Selectman Quinlan  
46

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

2 **Seconded:** Selectman Beadle

3 **Vote:** 4 – 0

4 **Motion passed.**

5 **Entered:** 7:17 p.m.

6 **Reconvened:** 7:38 p.m.

7  
8 **X. ADJOURNMENT** – meeting adjourned at 7:38 p.m.

9  
10 *Written on behalf of the Selectmen by Charles Smith, Town Administrator*

11  
12  
13  
14 \_\_\_\_\_  
15 Approved

Jon Tolman, Chairman

\_\_\_\_\_  
Date



**TOWN OF MOULTONBOROUGH**  
**BOARD OF SELECTMEN**  
P.O. Box 139  
Moultonborough, NH 03254

**INVITATION FOR BIDS**

The Town of Moultonborough Office of the Select Board, 6 Holland Street, P.O. Box 139, Moultonborough, NH 03254 will receive sealed Bids for the **FY2025 Road Program: Roadway Rehabilitation, Reconstruction, and Paving until 2:00 PM on Tuesday, May 14, 2024**, at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

**“FY2025 Road Program: Roadway Rehabilitation, Reconstruction, and Paving”**

The work includes the rehabilitation, reconstruction, and paving of Town roadways. All work will be completed within the easements, streets, and rights-of-way of the designated roadways in the Town of Moultonborough, New Hampshire.

A detailed package with information on project delivery, conditions thereof, and bid forms, is available at [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) (Paid, Volunteer & Contract Openings) or said offices during normal business hours.

All bids are advertised, at the Town's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone	Email and Web Address
Town of Moultonborough, NH	Posted on Town Website and in Town Hall Lobby	6 Holland Street, Moultonborough, NH	603.253.7445	<a href="mailto:csmith@moultonboroughnh.gov">csmith@moultonboroughnh.gov</a> <a href="http://www.moultonboroughnh.gov">www.moultonboroughnh.gov</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://www.agcnh.org">www.agcnh.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummry.com">www.constructionsummry.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
Signature Digital Imaging	Bid House	880 Candia Road #7, Manchester NH 03109	603.624.4025	<a href="mailto:info@signaturenh.com">info@signaturenh.com</a> <a href="http://www.signaturenh.com">www.signaturenh.com</a>

**BID DUE DATE/TIME: MAY 14, 2024 NOT LATER THAN 2:00 PM**

## **INSTRUCTIONS TO BIDDERS**

### **1. EXPLANATION TO BIDDERS**

A pre-bid meeting will be held on Wednesday, May 1, 2024, at 10:00 AM at Town Hall.

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing not later than Friday, May 3, 2024 at 12:00 PM to Chris Theriault, Public Works Director, 6 Holland Street, P.O. Box 139, Moultonborough, NH 03254, Fax: (603) 476-5835; [etheriault@moultonboroughnh.gov](mailto:etheriault@moultonboroughnh.gov).

Any such explanations or interpretations shall be made in the form of an addendum to the documents and shall be posted on the Town's website as an Addendum no later than 4:00 p.m. on Tuesday, May 7, 2024. It is the bidder's responsibility to check and verify any such changes to account for them in their bid. You must acknowledge issued addenda on your bid form. Oral explanations and interpretations made prior to the bid opening shall not be binding.

### **2. BIDDERS UNDERSTANDING**

Bidders should visit the work site to familiarize themselves with pertinent local conditions such as location, character, and accessibility of the site, availability of facilities, location, and character of existing work within or adjacent thereto, labor conditions, etc. A submitted bid shall be considered as evidence that the bidder has done so. The Town of Moultonborough shall make available to all prospective bidders, prior to the receipt of bids, information that it may have as to the extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the contractor might draw therefrom.

### **3. BID REQUIREMENTS**

Security required shall be submitted with the bid and failure to submit same may be cause for rejection. Each bid shall be accompanied by a bid security in the form of a certified, treasurer's or cashier's check, drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in the Instruction to Bidders. The amount of such bid deposit shall be five percent (5%) of the total bid, made payable to the Town of Moultonborough, New Hampshire. Security deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

### **4. CONTRACTS, BONDS, INSURANCE**

The successful bidder shall enter into a written Contract with the Town of Moultonborough within the time specified by the bid. A performance bond and a separate payment bond in the amount of 100 percent (100%) of the contract price shall be furnished at the time of signing the formal Agreement. The Contractor shall secure and maintain the insurance policies required under this Contract.

### **5. INSPECTION FEES**

The Contractor (or subcontractor if used) shall not be assessed fees for layout or inspection of work by the Town of Moultonborough personnel, when such layout and/or inspection is required as part of the Specifications for the project. If, however, additional layout and/or re-establishment of benchmarks, etc. is required due to negligence or failure of the Contractor to conform to the Specifications and Standards, then charges shall be made to him, and shall not be reimbursable by the Town.

### **6. INTEREST OF THE CONTRACTOR**

The Contractor hereby covenants that he has at the time of execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed pursuant to this Agreement. The Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.



## **7. SUBLETTING OR ASSIGNMENT**

The Contractor shall not assign, sublet, or transfer his interest in this Agreement, or any portion thereof, without the prior written consent of the Town.

## **8. EXTRA WORK**

Except as otherwise provided herein, no payment for extra work shall be made unless and until such extra work and the price thereof have been authorized in writing by the Town.

The Contractor shall do any work incidental to the proper completion of the contract not herein otherwise provided for when and as ordered in writing by the Town. The amount of compensation to be paid to the Contractor for extra work as so ordered shall be determined by the Town to be one of the following:

By such applicable unit prices, if any, as set forth in the Contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the Town and the Contractor; or

If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Contractor as approved by the Town of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically ordered as such by the Town in writing.

In the case of extra work performed by subcontractors, whether under the specific contract item provided herein, or otherwise approved by the Town, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent (10%)) will be paid to the Contractor for his work in directing the operations of the subcontractor and for any overhead involved.

## **9. QUALIFICATIONS OF BIDDER**

The Town of Moultonborough may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

## **10. THE DIRECTOR OF PUBLIC WORKS TO DECIDE**

The Director of Public Works shall decide all questions which may arise as to the performance, continuity, and acceptability of work to be done and all materials to be furnished under this contract and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall at all times be satisfactory to the Director of Public Works. The contractor shall vie his attention constantly to the faithful prosecution of the work and shall keep the same under his personal control.

## **11. TIME AND MANNER OF DOING THE WORK**

Before any work is begun, the Contractor shall discuss fully with the Director of Public Works the order and manner of doing the work and the operating procedure shall at all times comply with the requirements of the Director of Public Works. Care should be taken to keep private and commercial entrance (i.e., service roads and walkways) interruptions to a minimum and advance notice should be given to the occupant when such interruptions are anticipated.

## **12. GENERAL PROVISIONS**

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Director and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

## **13. EXISTING STRUCTURES**

The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by his construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains, water gate valve boxes, water mains and any other structures encountered above or below ground. Damage to utilities will be repaired by the respective utility and the Contractor will pay all cost of repairs and/or damage incurred. The Contractor shall receive no additional compensation for maintaining, supporting protecting, restoring, and relocating, if necessary, all electric light power and telephone poles and lines, and gas mains which are encountered in his work.

Any and all signs that may need to be removed to perform work will be offset prior to removal and replaced when the task is completed, stop signs will be reset at the end of each day by the Contractor.

## **14. MAINTAIN STREETS PASSABLE**

Unless otherwise specifically permitted by the proper authorities of the Town, the Contractor shall at all times maintain the streets passable on which he is conducting his work. The Contractor shall maintain access to all houses, garages, etc., with the least possible interruption and shall conduct his work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting therefrom, the Contractor shall make suitable arrangements with the property owner to the satisfaction of the Director.

## **15. PERMITS**

The Contractor shall secure all necessary permits from the state and town authorities having jurisdiction in the streets or highways and all other necessary building and construction operations requiring permits, and he will be required to repair any damage caused by his operations to any street, highway or existing structure either above or below ground surface.

## **16. USE OF HIGHWAYS**

The use of state and town highways for hauling construction equipment or materials involved in the work will be subject to the rules and regulations of the state highway department or town governing such use by contractors and the Contractor shall comply with all such rules and regulations.

## **17. BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and signs, provide flaggers in numbers as required, and shall take all necessary precautions for the protection of the work and the safety of the public. The Contractor will be required to conduct his operations so as to keep traffic moving steadily and to avoid traffic tie-ups. Highways closed to traffic shall be protected by adequate barricades on which suitable and acceptable warning and detour signs shall be placed and maintained.

As a further precaution, the Contractor shall keep from any town land or easements at the site of work, all persons not directly connected with the work or authorized by the Director to be in the work area.

## **18. ACCESS TO WORK**

Authorized agents and employees of the Town may, at any time and for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities, therefore. Other contractors of the Public Works Department, federal, state and town officials and landowners may

also, for all the purposes which may be required by their agreements and contracts, enter upon the work and premises used by the Contractor and other contractors of the Public Works Department, State, or landowners in regard to their work shall be adjusted and determined by the Director of Public Works.

#### **19. SITE MANAGEMENT, DUST CONTROL, ETC.**

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulations of dirt, debris, etc., from highways and storage areas, shall control the creation of a dust nuisance by sprinkling or chloride treatment, shall limit noise, and vibration and take such other measures as may be reasonable or proper to avoid undue nuisance to surrounding property owners.

#### **20. LINES AND GRADES**

The Contractor shall keep the Director informed in advance of the items and places at which he intends to do work, in order that ample opportunity shall be given the Director to furnish lines and grades and to make necessary measurements. The Contractor shall not have claim for damages or extension of time on account of delays in giving lines and grades or destruction of marks and the consequent necessity for replacement. The Contractor shall be and is required to check all such lines and grades before and during the progress of the work, and the Contractor alone shall be responsible for the proper fit and dimension of all portions of the work.

The work during its progress and at its completion shall conform fully to the established lines and grades and to the directions given to the Contractor as the work progresses, subject to such modifications or additions the Director shall determine to be necessary during the execution of the work.

#### **21. ALL WORK TO BE INSPECTED**

Proper notice shall be given to the Director by the Contractor of the times and places he intends to do work. All work is subject to inspection by the Director. Any work which is done contrary to the direction of the Director shall be considered unauthorized. If such unauthorized work is not accepted by the Director, the Contractor shall agree to remove and replace such unauthorized work at his own expense to the satisfaction of the Director when directed to do so.

#### **22. CLEANING UP OR RESTORATION WORK**

The Contractor shall at all-time keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, or the employees or work of any of his subcontractors.

#### **23. EMERGENCY REPAIRS, ETC.**

If, in the opinion of the Director, at any time while the Contractor is responsible for the work or maintenance thereof, any emergency exists because there are not adequate barricades, lights, signs, etc. to warn and protect the public and/or persons or property in the vicinity of the work, or that the work under construction, or other adjacent streets, ground or structures are in acute danger of damage or injury by reason of inadequate drainage protection or other proper precautions which it is the duty of the Contractor to provide or to have provided; or that a street, road, walk or other premises are unsafe by reason of any settlement of any filling placed by the Contractor, the Director may direct the Contractor or the Contractor's representative to remedy the difficulty immediately to furnish and erect the needed barricades, lights, or signs; to provide set adequate sheeting, shoring and bracing to provide adequate pumps and drainage facilities; to fill settlements; to smooth roads, streets, walks or grounds; or to perform similar urgently needed services. If the Contractor or his representative is not present or is not immediately available or able to receive such orders or to perform the emergency services needed, or fails to act following such notice, the Director, acting for the Town, may cause such defects to be corrected; roads and walks made unsafe etc. by such person(s) or means as it may elect, and the Contractor shall reimburse the Town of any expense incurred by it in performing such work. The Town may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the Town of such expense(s) or may collect the costs of such work by other means.

**24. ACT OR FAILURE TO ACT ON PART OF DIRECTOR DOES NOT REDUCE LIABILITY OF CONTRACTOR**

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the Director; or any questions as to the adequacy of the notice by the Director, or of his acts or those of the Town as provided in those sections shall not in any way relieve the Contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

**25. OSHA REGULATIONS**

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception.

**26. INSURANCE**

The successful bidder shall furnish to the Town of Moultonborough, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the Town's General Terms and Conditions and the attached Insurance Requirements for All Contractors.

**27. TECHNICAL SPECIFICATIONS**

The technical specifications for the project will use the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction (latest version) with Special Provision and technical references as attached to these Contract Documents.

**28. LIQUIDATED DAMAGES**

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the June 13, 2025, the Town shall deduct from the payments due the Contractor each month, the sum of six hundred dollars (\$600.00) per day for each calendar day of delay beyond the mutually agreed upon completion date as identified in the Agreement and Notice to Proceed, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

**FY2025 ROAD PROGRAM**  
**ROADWAY REHABILITATION, RECONSTRUCTION, AND PAVING**

**FY2025 ROAD PROGRAM ESTIMATE**

Based on GMI Contract FY2024 Roads & NHDOT		DPW ESTIMATE			
Item No.	Description	Units	Quantity	Unit Price	Cost
203.1	Common Excavation	CY	70	\$ 21.50	\$ 1,505.00
203.2	Rock Excavation	CY	5	\$ 365.00	\$ 1,825.00
203.96	Regrading Ditchlines	LF	39,396	\$ 2.60	\$ 102,429.60
214	Fine Grading	U	1	\$ 18,000.00	\$ 18,000.00
304.2	Gravel	CY	0	\$ 38.00	\$ -
304.3	Crushed Gravel	CY	0	\$ 37.30	\$ -
304.32	Crushed Gravel for Shoulder Leveling	CY	1,117	\$ 38.50	\$ 42,994.04
304.35	Crushed Gravel - Drives	CY	558	\$ 49.00	\$ 27,359.85
306.108	Reclaimed Stabilized Base: Processed In Place (8" Deep)	SY	44,018	\$ 1.30	\$ 57,223.69
306.208	Reclaimed Stabilized Base: Removed and Rehandled (8" Deep)	SY	0	\$ 11.50	\$ -
306.36	Stone - Reclaimed Stabilized Base (3" Thick Layer of 1 1/2" Stone)	TN	7,428	\$ 33.35	\$ 247,726.30
403.11a	3/4" HBP Leveling Course	TN	1,141	\$ 88.75	\$ 101,258.20
403.11b	1" HBP Overlay	TN	1,521	\$ 88.75	\$ 135,010.94
403.11c	1.5" HBP Wearing Course	TN	3,668	\$ 88.75	\$ 325,551.44
403.11d	2.5" HBP Binder Course	TN	6,114	\$ 88.75	\$ 542,585.73
403.12	HBP Hand Method	TN	100	\$ 160.00	\$ 16,000.00
417	Cold Planing	SY	551	\$ 17.40	\$ 9,583.81
585.3	Class C Stone (Rip-Rap Ditchlines)	CY	296	\$ 60.00	\$ 17,777.78
593.121	Geotextile: Cl.2 Nonwoven (US 160NW) Ditchlines/Aprons	SY	1,778	\$ 6.00	\$ 10,666.67
604.4	Reconstructing/Adjusting Catch Basins	LF	14	\$ 630.00	\$ 8,820.00
605.5	6" Underdrain (ADS Sock Pipe)	LF	0	\$ 23.00	\$ -
609.811	Bituminous Curb, Type B (4" Reveal)	LF	0	\$ 12.90	\$ -
618.7	Flaggers	HR	1,120	\$ 67.00	\$ 75,040.00
619.1	Maint. of Traffic	U	1	\$ 21,000.00	\$ 21,000.00
646.51	Turf Establishment with 4" Loam and Hydroseed/Tackifiers (Slope Seed 45)	SY	10,005	\$ 8.45	\$ 84,545.07
692	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00
1010.2	Asphalt Adjustment (Allowance)	\$	1	\$ 10,000.00	\$ 10,000.00
<b>ESTIMATE:</b>				<b>\$ 1,891,903.10</b>	<b>\$ 1,891,903.10</b>



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

### **Board of Selectmen Agenda Report**

**Date:** April 11, 2024

**To:** Board of Selectmen

**From:** Fire Chief David Bengtson

**Subject:** Donation of Personal Protective Equipment (PPE aka Turnout Gear) to Ashland Fire Dept.

**Recommended motion:** *"The Select Board accept the recommendation of the fire chief and authorize the donation of one set of Globe Turnout Gear to the Ashland Fire Department."*

**Background:** In 2019 the Fire Department purchased a set of Globe Turnout Gear (PPE) for fulltime firefighter James Wieliczko. Each set of turnout gear is measured and constructed to fit the person. In 2021 firefighter Wieliczko resigned to take a position with Nashua Fire Department. Jimmy was a very tall and thin man, and his gear does not fit anyone currently on the fire department nor is it likely to fit anyone we might take on.

**Issue:** Fire Chief Steve Heath from Ashland contacted me about possibly acquiring the turnout gear we had purchased for one of our former fulltime firefighter James Wieliczko, Jimmy is now a per diem firefighter in Ashland and the delivery times for new turnout gear are approximately one year plus.

Under the NFPA Standard 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2014 Edition - Chapter 10 Retirement, Disposition, and Special Incident Procedure. "Structural firefighting ensembles (turnout gear) and ensemble elements shall be retired no more than 10 years from the date the ensembles or ensemble elements were manufactured." The turnout gear has five years of usable life left; I would recommend that we donate the gear to the Ashland Fire Department so that it benefits another Lakes Region fire department rather than sitting unused on the shelf in our inventory. As the Select Board are the authority for the disposal of Town owned property, I would ask for your permission to transfer this property to the Ashland Fire Department.

**Fiscal Impact (If any):** The purchase price in 2019 was approximately \$2,500 for the coat and pants. They are used and there is not a clear definable means of determining a value as this type of item, however eBay lists comparable items for \$200-\$250.



**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:** April 15, 2024

**To:** Board of Selectmen

**From:** Town Administrator

**Subject:** Pours & Petals NH Liquor Permit for NH Boat Museum Event on 6.28

**Recommended motion:** *"To approve support for a NH liquor permit for Pours & Petals with their event at NH Boat Museum on June 28<sup>th</sup>."*

**Background:** Pours and Petals are an offsite catering company that has scheduled an event at NH Boat Museum on June 28<sup>th</sup>. At the event they will serve alcohol, however, the serving of alcohol requires a letter of approval from the town to NH Liquor Commission. Fire Chief Bengtson and Police Chief Beede have reviewed the application and have no concerns. The event location has suitable space to hold the number of attendees, estimated 170.

**Fiscal Impact:** N/A.

---

## MEMORANDUM – MOULTONBOROUGH HERITAGE COMMISSION

---

**TO:** Moultonborough Board of Selectmen  
**FROM:** Cristina Ashjian  
**RE:** Heritage Commission Appointment  
**DATE:** April 15, 2024  
**CC:** Charlie Smith, Town Administrator



---

I am writing to request reappointment as a regular member to the Heritage Commission, since my term expires in 2024 (presumably at the end of May, like other Land Use terms).

Thank you for your support of our town-wide Historical Resources Survey project over the past months; we anticipate that the property inventory forms and related GIS map will be online by early summer. Today is the annual deadline for 79-D barn easement applications, so Commission members will be busy conducting monitoring visits to barns this Spring.

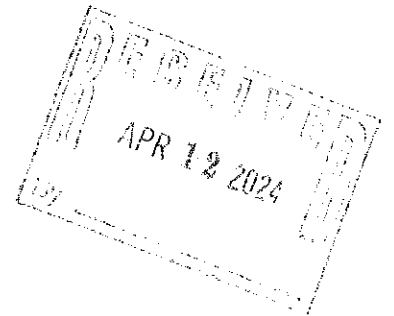
I ask that you act on this request at your next meeting, so that the work of the Commission may continue without interruption. Thank you for your prompt attention to this matter.





April 8, 2024

Board of Selectmen  
Town of Moultonborough  
POB 139  
Moultonborough, NH 03254



Dear Selectmen:

The Sandwich Fair Association requests permission to have temporary "FAIRGROUNDS" sign(s) at the following location(s) in the Town of Moultonborough:

Rt 25 & Rt 109S, two way sign at the intersection  
Rt 25 & Bean Road intersection

The sign(s) are approximately 14" X 22" in size with the words "Sandwich Fair" and a directional arrow. Sign(s) are in conformance with sec. 2H-16 of the MUTC. Sign(s) are intended to help traffic flow during the annual fair, October 12 - 14, 2024. Sign installation to be handled by Sandwich Fair volunteers up to 3 days before the fair; removal up to but will not exceed 3 days after the fair.

Respectfully,

Bryan Peaslee,  
President, Sandwich Fair Association

Date \_\_\_\_\_  
License granted by Town of Moultonborough

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman



## TOWN OF MOULTONBOROUGH

### JOB OPPORTUNITY

#### DPW LABORER / TRUCK DRIVER

**Public Works: Laborer/Truck Driver (VII):** Full Time position. General summary: Performs various highway maintenance tasks including road repairs, snow plowing and removal, salting, and sanding. Performs daily routine service and maintenance of equipment and work areas. A copy of the position description is available at Town Hall. NH CDL-B License required. NH DOT Medical Card. One year of experience in the Public Works field, or any equivalent combination of education, training and experience which demonstrates possession of the required knowledge, skills, and ability. An annual salary range commensurate with qualifications and experience.

Application form is available on the Town website at [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) under Employment Opportunities. Submit cover letter, resume, and job application to Robin Reade, 6 Holland Street, PO Box 139, Moultonborough, NH 03254, or email [rreade@moultonboroughnh.gov](mailto:rreade@moultonboroughnh.gov). Position open until filled. EEO Employer.



## TOWN OF MOULTONBOROUGH

### SEASONAL LABORERS

**Seasonal Laborers** – Supports operations of the Public Works Department by maintaining cemeteries, buildings, and grounds, assisting road crews, and transfer station, as required. Knowledge of maintenance practices, ability to use hand-held/operated equipment such as mowers, power brooms, leaf blowers, and minor mechanical ability helpful. Positions are up to 40 hrs. per week, 15-20 +/- weeks, up to 700 hours. Valid driver's license, must be 18 years or older, High School Diploma or GED required. All categories may lead to other seasonal opportunities. For further information see links below. Submit application letter, and **Town Standard Application** form, available at [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) (Click on Employment Opportunities) or at Town Hall, and send to Robin Reade, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 or email [rreade@moultonboroughnh.gov](mailto:rreade@moultonboroughnh.gov) Position(s) open until filled. EEO Employer.



## **TOWN OF MOULTONBOROUGH** **PART-TIME COMMUNITY SERVICE OFFICER**

The Town of Moultonborough is seeking to hire a part-time Community Service Officer. Duties and responsibilities necessary to the stability and safety of the community shall consist of but are not necessarily limited to: Identify town ordinance violators and participate in subsequent court proceedings. Help address and prevent ordinance violations in the area of town beaches and boat ramps, while assisting users of these areas. Facilitate the movement of vehicular and pedestrian traffic. Create and maintain a feeling of security in the community. Promote and preserve the peace. Provide other services on an emergency basis. Valid driver's license required. Starting pay is \$18.00/hr.

Detailed information, including the job description, and application are available on the Town website at [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) under Employment Opportunities. Submit cover letter, resume, and job application to Robin Reade, HR Director, 6 Holland Street, PO Box 139, Moultonborough, NH 03254, or email [rreade@moultonboroughnh.gov](mailto:rreade@moultonboroughnh.gov) Position open until filled. EEO Employer.



**TOWN OF MOULTONBOROUGH**  
**PART-TIME COMMUNICATIONS SPECIALIST**

The Moultonborough Police Department is seeking to hire a part-time Communications Specialist. Join the team of dedicated professionals in this community oriented, law enforcement agency serving a population of 4,500 year-round to 25,000 seasonal residents. Located in the northern Lakes Region of NH on Winnepesaukee and Squam Lake, a short drive from the White Mountain National Forest.

Successful candidate will be at least 21 years of age, U.S. citizen, high school graduate or equivalent, have a current driver's license.

The Town of Moultonborough offers a competitive benefit package including medical, dental, life and disability insurance, NH Retirement System, and optional enrollment into 457 B plan. Salary range is \$18.75/hr. to \$24.88/hr.

Detailed information, including the job description, and application are available on the Town website at [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) under Employment Opportunities. Submit cover letter, resume, and job application to Robin Reade, HR Director, 6 Holland Street, PO Box 139, Moultonborough, NH 03254, or email [rreade@moultonboroughnh.gov](mailto:rreade@moultonboroughnh.gov) Position open until filled. EEO Employer.