

**Town of Moultonborough
Board of Selectmen
Meeting Agenda
Thursday, June 20, 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): 6/6/2024 and Non-Public Minutes
- IV. CONSENT AGENDA**
 - A. New Hampshire Department of Revenue Administration
 - i. Form PA-29; Veteran's Tax Credit
- V. NEW BUSINESS**
 - A. Moultonborough Public Library
 - i. Updates on Annual Book Sale to be held on July 13th and 14th
 - ii. Request to use town digital sign for book sale
 - iii. Installation of a brick walkway
 - B. Girl Scout Community Service Project
 - i. Installation of 5-gallon buckets at town beach
 - C. Moultonborough Fire Department
 - i. Replacement of Fire Chief vehicle (2024 Town Meeting warrant article 17)
 - ii. Fiscal year end (FY '23-24) encumbrances
 - iii. Citizen request to park a cargo trailer at Moultonborough Neck Fire Station.
 - D. Moultonborough Public Works
 - i. Winter Maintenance Service Contracts (2024-2025)
 - ii. Anderson Estate Donation – Water Well project
 - E. Moultonborough Police Department
 - i. Replacement of 2021 Ford Police Interceptor Utility
 - F. Moultonborough Town Planner
 - i. Online Building Permitting
 - G. Moultonborough Town Assessor
 - i. Proposed Revaluation Schedule
 - H. Moultonborough Town Clerk
 - i. Warrant for Unlicensed Dogs
 - I. Town of Moultonborough permitting requests
 - i. Moultonborough Temporary Use Permit – Commercial Use
 - a) Castle-in-the-Clouds on June 22, 2024
 - ii. Application for a Permit to Conduct a Raffle
 - a) Friends of the Moultonborough Library on July 14, 2024 at 12:30 p.m.
 - b) Winnepesaukee Sportsmen's Club on October 14, 2024 at 4 p.m.
 - iii. Fishing Tournament Launch Request
 - a) NH Bass Casters on September 7, 2024 from States Landing.
 - J. Administration Department
 - i. First payroll of July 2024 – effective 6/23/2024
 - ii. Lakes Region Computer: Services Agreement and Statement of Work
 - K. Moultonborough Advisory Budget Committee (ABC) Appointments
 - i. Jean Beadle – At large member
 - ii. Mary Phillips – At large member
 - iii. Joe Adams – Alternate member

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VI. OTHER BUSINESS

- A. Department Updates
 - i. Human Resources Personnel Policy Updates
 - ii. Sale of Tax Deeded Property
- B. Correction from June 6th Board of Selectmen Meeting that the start time for the 4th of July parade is 11 a.m.

VII. CITIZEN INPUT

VIII. 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
June 6, 2024

MEETING MINUTES

Present: Chairman of the Board Kevin D. Quinlan opened the meeting at 5:00 p.m. and members present were Vice Chairman Jon W. Tolman, Selectmen Karel A. Crawford, James F. Gray, and Charles M. McGee. Town Administrator Charles Smith, Department of Public Works Director Chris Theriault, and Police Department Lieutenant Mark Cavic were also present.

I. CALL TO ORDER: Chairman of the Board Kevin D. Quinlan 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. APPROVAL OF MINUTES

Motion: Selectman Crawford

To approve the meeting minutes from May 23, 2024.

Seconded: Selectman McGee

Vote: 5 – 0

Motion passed.

IV. CONSENT AGENDA: The Board signed and voted in the affirmative on the following consent agenda items.

A. Response to 2024 Tax Exemption Application

i. Approved: Geneva Point Center, Inc. (MBLU#232-001, 232-009, 248-001)

B. New Hampshire Department of Revenue Administration

i. Application for Current Use Assessment (Form A-10)

ii. Certification of Yield Taxes Assessed and Yield Tax Levy

C. Disposal Agreement

i. 63 Hayes Lane

D. Shannon Cemetery lot purchase (lot #333; \$1,600)

Motion: Selectman McGee

To approve the consent agenda items.

Seconded: Selectman Gray

Vote: 5 – 0

Motion passed.

V. NEW BUSINESS

A. Moultonborough Transfer Station

- 1 i. Waste Management Contract Extension – DPW Director Theriault pre-
2 sented the Board a recommendation to extend the town contract with Waste
3 Management (WM) for another five (5) years. WM is responsible for dis-
4 posal and hauling of solid waste, construction debris, and single stream re-
5 cycling. Current agreement with WM expires in April 2025. Overall in-
6 crease from prior contract is estimated at 12%. Fiscal impact does not start
7 until fiscal year 2026. Director Theriault did discuss a contract with another
8 vendor “Zero Waste”, but they were unable to provide a proposal. Board
9 waived the bidding requirement and approved the contract.

10
11 **Motion:** Selectman McGee

12 *To waive the competitive bidding policy (No. 23).*

13 **Discussion:** Chairman Quinlan requested a motion to waive the competi-
14 tive bid policy as the town has an established close relationship with the
15 vendor and can independently provide that the costs are reasonable.

16 **Seconded:** Vice Chairman Tolman

17 **Vote:** 5 – 0

18 **Motion passed.**

19
20 **Motion:** Selectman McGee

21 *To enter a five-year contract extension for MSW, C&D, and Single Stream*
22 *Recycling Services with Waste Management per the rates provided in the*
23 *February 7, 2024 proposal effective April 1st, 2025 and authorize the Town*
24 *Administrator to sign.*

25 **Seconded:** Vice Chairman Tolman

26 **Vote:** 5 – 0

27 **Motion passed.**

- 28
29 ii. Waste Management Skid Steer Replacement – DPW Director Theriault for-
30 warded the Board two proposals on replacing the town 20-year-old skid
31 steer; first was to buy a new skid steer at \$101K or purchase the currently
32 rented skid steer with attachments at \$84,900. Current rented skid steering
33 being used by Transfer Station employees has 400 hours +/- of use. A new
34 purchase would not be delivered until November 2025. Board decided to
35 purchase the rental which is below the \$90K appropriation from this year’s
36 town meeting, warrant article 15.

37
38 **Motion:** Vice Chairman Tolman

39 *To waive the bidding requirements and accept the quote from WD Mathews*
40 *for the purchase of a used 2022 Manitou MT 420 with attachments in the*
41 *amount of \$84,900 as approved by 2024 Warrant Article 15 and authorize*
42 *the Town Administrator to sign.*

43 **Discussion:** Chairman Quinlan mentioned the waiver was because town
44 staff had done a lot of research on the machine.

45 **Seconded:** Selectman Gray

46 **Vote:** 5 – 0

1 **Motion passed.**
2

- 3 iii. Municipal Solid Waste Compactor Replacement – DPW Director Theriault
4 discussed the purchase of a replacement transfer station compactor per the
5 approval of warrant article 18 at this year’s town meeting. Quote provided
6 to the Board was from Atlantic Recycling Equipment in the amount of
7 \$39,735 and would replace Compactor 1. Delivery for the equipment would
8 take between 8-10 weeks and two days for installation, which would be
9 done when the Transfer Station is closed for business. Staff contacted two
10 other vendors for proposals and did not receive a response.
11

12 **Motion:** Vice Chairman Tolman

13 *To waive the competitive bidding policy (No. 23).*

14 **Discussion:** Chairman Quinlan requested a motion to waive the competi-
15 tive bid policy as the town has an established relationship with the bidding
16 vendor as they are uniquely qualified and the public need to purchase.

17 **Seconded:** Selectman Crawford

18 **Vote:** 5 – 0

19 **Motion passed.**
20

21 **Motion:** Selectman McGee

22 *To waive the bidding requirements and accept the quote from Atlantic Re-
23 cycling, Inc., for the replacement of the MSW compactor in the amount of
24 \$39,735 as approved by 2024 Warrant Article 18 and authorize the Town
25 Administrator to sign.*

26 **Seconded:** Selectman Gray

27 **Vote:** 5 – 0

28 **Motion passed.**
29

30 B. Moultonborough Police Department

- 31 i. Pistol Replacement Purchase – during the budget and Capital Improvement
32 Program (CIPC) process the Board previously discussed the purchase of the
33 new pistols. Police Chief Beede recommended trading in the departments
34 Sig Sauer P320 pistols and purchasing new Glock 45 pistols with Holson
35 Red Dot sights. Total purchase would be for 15 pistols at a not to exceed
36 price of \$20K. Board approved the request.
37

38 **Motion:** Vice Chairman Tolman

39 *To authorize the Police Chief to expend up to \$20,000 (from Local Fiscal
40 Recovery Funds) to purchase fifteen (15) Glock 45 pistols with Holson Red
41 Dot sights and associated equipment /supplies from Parros Gun Shop &
42 Police Supply and to trade the current inventor of Sig Sauer P320 pistols to
43 Parros Gun Shop & Police Supply.*

44 **Seconded:** Selectman Gray

45 **Vote:** 5 – 0

1 **Motion passed.**
2

3 C. Moultonborough Recreation Department

- 4 i. Activities Assistant Job Description and Advertisement – the Board re-
5 viewed and approved a new job description for the Recreation Department,
6 Activities Assistant position, and to advertise for hiring the new position.
7

8 **Motion:** Vice Chairman Tolman

9 *To approve the job description and advertisement for the Recreation De-*
10 *partment Activities Assistant.*

11 **Seconded:** Selectman Crawford

12 **Vote:** 5 – 0

13 **Motion passed.**
14

- 15 ii. 4th of July Parade – per the parade organizer, Kathy Garry, the Recreation
16 Department forwarded a request to hold the town 4th of July parade. Police
17 Chief Beede signed the state application to hold a parade permit on a state
18 highway. Parade will begin on Blake Road and end at the Moultonborough
19 Function Hall. Board approved the parade that starts at 11 a.m. on the 4th
20 of July. (Note: application said 10 a.m., but Director Sturgeon confirmed
21 after that the parade starts at 11 a.m.).
22

23 **Motion:** Selectman Crawford

24 *To approve the 4th of July parade application and authorize the town ad-*
25 *ministrator to sign.*

26 **Seconded:** Selectman McGee

27 **Vote:** 5 – 0

28 **Motion passed.**
29

30 D. Moultonborough Land Use Department

- 31 i. Application Requesting Restoration of Involuntarily Merged Lots – Town
32 Planner Dari Sassan provided a recommendation to the Board to support the
33 approval of an application for two involuntarily merged lots (Map 254 Lot
34 19 and lot 22). Planner Sassan confirmed the applicant's submission that
35 the lots "existed legally prior to the Town's action to merge them."
36

37 **Motion:** Vice Chairman Tolman

38 *To approve the application from Lynn White requesting the restoration of*
39 *involuntarily merged lots for lot's Map 254 and Lots 19 and 22.*

40 **Seconded:** Selectman Gray

41 **Vote:** 5 – 0

42 **Motion passed.**
43

- 44 E. Delegation of Deposit Authority - the Board approved deposit authority recommen-
45 dations from Town Treasurer Robert Bowdring.

- 1 i. **Motion:** Selectman McGee
2 *To approve the delegation of deposit authority for the Town Clerk and Dep-*
3 *uty.*
4 **Seconded:** Vice Chairman Tolman
5 **Vote:** 5 – 0
6 **Motion passed.**
7
8 ii. **Motion:** Vice Chairman Tolman
9 *To approve the delegation of deposit authority for the Town Tax Collector*
10 *and Deputy.*
11 **Seconded:** Selectman McGee
12 **Vote:** 5 – 0
13 **Motion passed.**
14
15 iii. **Motion:** Selectman Gray
16 *To approve the delegation of deposit authority for the Town Administrator*
17 *and Finance Director.*
18 **Seconded:** Selectman McGee
19 **Vote:** 5 – 0
20 **Motion passed.**
21
22 F. Moultonborough Town Treasurer
23 i. Appointment of Deputy Town Treasurer – the Board approved the recom-
24 mendation from Treasurer Bowdring to appoint “Donna McGinnity” as
25 Deputy Town Treasurer, three-year term. Note: Chairman Quinlan recused
26 himself from the vote.
27
28 **Motion:** Vice Chairman Tolman
29 *To appoint Donna McGinnity as the town Deputy Treasurer for a three-*
30 *year term with an end date of March 9, 2027.*
31 **Seconded:** Selectman McGee
32 **Vote:** 4 – 0
33 **Motion passed**
34

35 VI.

OTHER BUSINESS

- 36 A. Department Project Updates – Town Administrator Smith provided updates on the
37 following projects and Board discussed next steps.
38 i. Lees Mills Dock Replacement Project – this project is now in design phase
39 and construction is scheduled to begin after the Lees Mills Steamboat As-
40 sociation rally in September. Construction should take about three weeks.
41 ii. States Landing Pavilion – staff working on a request for proposals and will
42 extend the shoreland impact permit with New Hampshire Department of
43 Environmental Services (NHDES). Alteration of terrain permit does not
44 expire until 2026.
45 iii. Cemetery with running water/faucet – project was recommended by CIPC
46 and staff are now working on quotes for the project.

- 1 iv. Moultonborough Function Hall (Lions Club) bathroom and ADA compli-
2 ance – staff to work on sketch map of bathroom to make ADA compliant
3 and contact a vendor to inspect the septic system.
4 v. Moultonborough Function Hall (Lions Club) sign – staff to research on a
5 quote to install a new sign.
6 vi. Landscaping at Hockey Rink – the Board thanked staff for the landscaping
7 updates.
8 vii. Middle Neck Cemetery – Director Theriault informed the board his depart-
9 ment is working on a design layout, for a columbarium, on the hill at the
10 cemetery. Department has a few cemetery plots that can be released to those
11 on waitlist.
12
13 B. Other updates – Chairman Quinlan requested updates on the following.
14 i. Moultonborough Police Department standard operating procedures; Dirigo
15 Safety policies.
16 ii. Sale of Town Tax Deeded properties.
17 iii. Town employee personnel policy updates.
18
19 C. Moultonborough Boy Scout Troop 142 – requested to have a flag retirement cere-
20 mony at Town Hall on June 12th at 7 p.m., Board approved the request.
21

22 **Motion:** Selectman Gray

23 *To approve the American Flag Ceremony and a Court of Honor for Boy*
24 *Scout Troop 142, Moultonborough, on June 12th at 7 p.m. at Town Hall.*

25 **Seconded:** Vice Chairman Tolman

26 **Vote:** 5 – 0

27 **Motion passed**
28

29 D. Temporary Use Permit-Commercial Use

- 30 i. Buckey's Restaurant and Tavern – the Board amended the days for temp
31 use permit from Buckey's to setup a 20x40 tent for Bike Week (June 8, 9,
32 and 10) to June 15th.
33

34 **Motion:** Vice Chairman Tolman

35 *To waive the temporary uses, up to a maximum of three (3) consecutive days*
36 *over a 30-day period and allow Buckey's Restaurant and Tavern temp-use*
37 *permit extend to June 15th.*

38 **Seconded:** Selectman Crawford

39 **Vote:** 5 – 0

40 **Motion passed**
41

42 **VII.**

CITIZEN INPUT

- 43 A. Barbara Koehler – asked the Board to take more of an initiative on communication
44 with the public on issues that affect the town. Barbara also talked about the possi-
45 bility of passing state legislation which would allow for absentee voting at the

business portion of a traditional town meeting.

VIII. NON-PUBLIC SESSION

Motion: Vice Chairman Tolman

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

Seconded: Selectman Gray

Vote: 5 – 0

Motion passed.

IX. ADJOURNMENT – meeting adjourned at 6:40 p.m.

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

Approved

Kevin D. Quinlan, Chairman

Date

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, June 11, 2024 5:40 PM
To: Moultonborough Town Clerk <townclerk@moultonboroughnh.gov>
Subject: Online Form Submittal: Contact Town Clerk

Contact Town Clerk

Your Name	Mary Carver
Your Email Address	Firecarver4003@gmail.com
Subject	Girl Scout Community service project
Message	<p>I wanted to see if it would be possible to do a girl scout take action project. We wanted to help our communities kids by installing poles at the Moultonborough town beach. These poles would have 5 gallon buckets, some to use for people's trash and some with beach toys for kids. Our girls know what it's like to get to the beach and realize you forgot your beach buckets and castle making toys.</p> <p>Let me know if this is something we can move forward with and if we need to get a proposal done up please let me know. I have attached a picture of the idea we have. Thank you for any help.</p>
Attachment 1	FB_IMG_1712742992815~2.jpg
Attachment 2	<i>Field not completed.</i>
Attachment 3	<i>Field not completed.</i>

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**Town of Moultonborough
FIRE DEPARTMENT**
1035 Whittier Highway • PO Box 446
Moultonborough, NH 03254
PHONE 603.476.5658 FAX 603.476.2738



Board of Selectmen Agenda Report

Date: June 7, 2024

To: Board of Selectmen

From: Fire Chief David Bengtson

Subject: Replacement of Fire Chief's Vehicle

Recommended Motion: *"For the Select Board waiver the competitive bid process and use the State Contract to allow the fire department to make the purchase of a 2024 Ford F250 4X4, XL Model, color Race Red from Ford of Claremont for the amount of (\$52,028.00) fifty-two thousand and twenty-eight dollars."*

Background: Article 17 of the May 16, 2024, Moultonborough Town Meeting authorized and funded the replacement of the fire chief's vehicle. Using the NH Department of Administrative Services Procurement and Support Services Statewide Contracts I have located a vehicle which meets or exceeds the needs of the fire chief. Ford of Claremont has a 2024 Ford F250 Super Duty 4X4 XL available, which is the appropriate color and has the standard equipment and optional equipment that are compatible with the needs of the fire chief.

Fiscal Impact: The vehicle has a MSRP of \$54,600.00, Ford of Claremont has quoted a fleet price of \$52,028.00 including document fees and title. This vehicle had the lowest MSRP of any Race Red Ford F250 XL 4X4 currently available within 100 miles. The warrant article funded the replacement at \$65,000, the remaining \$12,972 will be used to purchase other items not able to be transferred from the Ford Explorer currently in use. I would recommend making this purchase because of the availability and the price. In speaking with dealership, the demand for this type of vehicle increases heading into summer as contractors start looking toward fall and winter.

57K # 24191

KTP-002272 NH 9-N039AL, NB, 102272, RB291 4579

UIC | CERT | TRO | FORD | BONE | BOREX | FOTA

022246 1578X2A8 RED35894 NB

FEPL



2024 F250 SRW 4X4 SUPERCREW
XL 148" WB STYLESIDE
6.8L DIESEL NA PFI V8 ENGINE
10-SPEED AUTO TOROSHIFT-G


RE **D35894**

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
 - DOOR HANDLES - BLACK
 - HEADLAMPS - AUTO-AMP (ON/OFF)
 - TOW HOOKS
 - TRAILER BRAKE CONTROLLER
 - TRAILER SWAY CONTROL
 - TRAILER TOW MIRRORS
 - WIPERS - INTERMITTENT
- INTERIOR**
 - 4:42 PRODUCTIVITY SCREEN
 - AIR COND. MANUAL FRONT
 - CLOTH SUN VISORS
 - DRIVER SEAT-MANUAL LUMBAR
 - OUTSIDE TEMP DISPLAY
 - PARTIULATE AIR FILTER
 - POWER LOCKS AND WINDOWS
 - STEERING-TILT/TELESCOPE
 - CRUISE & AUDIO CONTROLS
- FUNCTIONAL**
 - 4-WHEEL ANTI-LOCK BRAKE SYS
 - FORPASS™ CONNECT 5GM-HI HOT SPOT TELEMATICS MODEM
 - HILL START ASSIST
 - MANUAL LOCKING HUBS
 - MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
 - REAR VIEW CAMERA
 - REMOTE KEYLESS ENTRY
 - SYNC4 W/4" SCREEN
- SAFETY/SECURITY**
 - ADVANCETRAC™ WITH RSC®
 - AIRBAGS - SAFETY CANOPY®
 - BELT-MINDER CHIME
 - DRIVER/PASSENGER AIR BAGS
 - SECURLOCK® ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS™
- WARRANTY**
 - 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST
 - 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
PREFERRED EQUIPMENT PRG.000A		BASE PRICE	\$50,095.00
10-SPEED AUTO TOROSHIFT-G	NO CHARGE	TOTAL OPTIONS/OTHER	2,510.00
17.3" BATO REGULAR ATX LEATHER	NO CHARGE	TOTAL VEHICLE & OPTIONS/OTHER	52,605.00
FRONT LICENSE PLATE BRACKET	NO CHARGE	DESTINATION & DELIVERY	1,995.00
PLATFORM RUNNING BOARDS	445.00		
10400# GVWR PACKAGE	NO CHARGE		
50 STATE EMISSIONS	175.00		
12V/400W OUTLET	250.00		
SNOW PLOW PREP PACKAGE	NO CHARGE		
SPARE TIRE AND WHEEL	140.00		
INTERIOR WORK SURFACE	95.00		
ROOF CLEARANCE LIGHTS	155.00		
UPBETTER SWITCHES	115.00		
410 AMP ALTERNATOR	100.00		
PAYLOAD PACKAGE UPGRADE	210.00		
DUAL BATTERY	650.00		
360 DUAL WARN STAB AMBERWHITE			

Handwritten: Fleet Price - \$51,681.00
275.00 Document Fee
72.00 Title
\$52,028.00 Total

24AP ONE	RA46	RAIL	11-0999 O/T 5B
Ford Credit  Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details of visit www.ford.com/finance .			
SPECIAL ORDER RB291 N RB 2X 425 002272 02 29 24			

06/06/2024

California Air Resources Board


Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance


These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

A+  D


Smog Rating (tailpipe only)

A+  B

Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

Using alternative fuels may change scores.



46 BUILT YEARS TOUGH

F-SERIES

AMERICA'S BEST SELLING TRUCKS

The ForPass™ Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford.™ See in-vehicle settings for connectivity options.

*Based on 2023 NHTSA data.

**ForPass Connect (optional on select vehicles). The ForPass App and complimentary Connected Services are required to receive real-time data. Features are subject to change without notice. Availability, including necessary cellular network and features, dependent on compatible AT&T network. Real-time data is not available in all areas. For more information, visit ford.com/connected.


WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, oil mist, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not let the engine exhaust as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FORD PROTECT

Visit ford.com/protect to learn more about the Ford Protect service plan. Plan fully backed by Ford and honored at every Ford dealer or visit www.ford.com/protect.

Scan & Save

Scan QR code to save time at the dealer.



Memo

To: Charles Smith, Town Administrator and Finance

From: Chief David Bengtson 

Date: June 17, 2024

Re: End of Year Open Invoices

Currently, our department has open purchases that we are waiting for invoices to come in on. These items have already been purchased, but no invoice has been received as of this time. Where it is unknown when the statements for Belletetes, Aubuchon Hardware and EM Heath will come in or the invoices for Zoll and Tilton-Northfield PFF Local 4659, we have placed these items on the list. The following open invoices for the 2023-2024 budget year are:

- Tilton-Northfield PFF Local 4659:
Making the Grab without a Line & Practical Smoke Reading for the Everyday Firefighter Class for D. Bengtson and T. Gatherum.
This will be taken out of line item 01-445-4236
Total: \$180.00
- Zoll Medical:
Autopulse PM Service Plan.
This will be taken out of line item 01-445-4644
Total: \$470.00
- Belletetes:
Smokey Bear Sign Materials - \$93.36, (2) Dewalt chain saws, (2) Dewalt drill driver kits and 2 Dewalt Screwdriver Bit sets - \$1001.98
This will be taken out of line item 01-445-4644
Total \$1,095.34
- EM Heath:
Paper Towels
This will be taken out of line item 01-445-4644
Total: \$28.99

Moultonborough Fire Rescue

1035 Whittier Highway

P.O. Box 446

Moultonborough, NH 03254

Phone (603)-476-5658 Fax (603)-476-2738

PURCHASE ORDER

The following number must appear on all related
correspondence, shipping papers, and invoices:

P.O. NUMBER: -01-445-4236-TNPFF4659**TO:**

Tilton-Northfield PFF Local 4659

P.O. Box 533

Tilton, NH 03276

Tnpff4659@gmail.com

Fax 286-4787

SHIP TO:

Moultonborough Fire Rescue

P.O. Box 446

Moultonborough, NH 03254

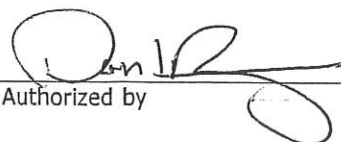
(603) 476-5658

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
March 5, 2024	Chief Bengtson	Fax 603-286-4787		

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	1	Making the Grab without a Line & Practical Smoke Reading for the Everyday Firefighter David Bengtson Tim Gatherum	\$90.00	\$180.00
SUBTOTAL				\$1800.00
SALES TAX				
SHIPPING & HANDLING				
OTHER				
TOTAL				\$180.00

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
Chief David Bengtson (dbengtson@moultonboroughnh.gov)
P.O. Box 446
Moultonborough, NH 03254
Phone 603-476-5658 Fax 603-476-2738

Authorized by

3-4-2024
Date

Service Contract Acknowledgement

Contract Number	Status	Start Date	End Date	Category	Sales Representative
942530	ACTIVE	01-FEB-24	31-JAN-25	Service Agreement	FUREY, KERRY
Customer Name		Customer No.	Customer PO No.	Payment Terms	
MOULTONBOROUGH FIRE/RESCUE DEPT		100348	01445-4644	NET 30 DAYS	
BILL TO:	MOULTONBOROUGH FIRE/RESCUE DEPT 1035 WHITTIER HIGHWAY MOULTONBOROUGH CARROLL NH 03254 United States			SHIP TO:	MOULTONBOROUGH FIRE/RESCUE DEPT 1035 WHITTIER HIGHWAY MOULTONBOROUGH CARROLL NH 03254 United States

Line	Line Type	Item Number / Description	Start Date	End Date	Duration	QTY	Unit Price	Total
1	Service	8889-89001-PM-AP AUTOPULSE-PM SERVICE PLAN, 1 YEAR	01-FEB-24	31-JAN-25	1 YEAR	1	470.00	470.00
Serial Numbers: 30785								

Grand Total	USD	470.00
--------------------	-----	--------

This is not an invoice



Sales Invoice

BELLETETES - MOULTONBOROUGH
Phone: 603-253-4404
Remit To: 51 Peterborough Street Jaffrey, NH 03452

Invoice No **3839260**
Invoice Date 06/13/2024
Terms 1% 10TH, NET 25TH
Customer M7480
Contact Name MICHAEL KEPPLER
Contact Number
Job
Your Ref FIRE DEP
Our Ref 19219440
Taken By 756
Sales Rep HOUSE

Invoice Address
TOWN OF MOULTONBOROUGH
PO BOX 139
MOULTONBOROUGH, NH, 03254



06-13-2024 02:21 PM

Page 1 of 1

Delivery Address: TOWN OF MOULTONBOROUGH, PO BOX 139, MOULTONBOROUGH,
NH, 03254

Special Instructions	Notes

Line	Description	Qty/Footage	Price	UOM	Total
1	268KD - 2 X 6 - 8' KD WESTERN SPRUCE PREMIUM STUD	2 EA	9.29	EA	18.58
2	21212 - 2X12 12' KD WESTERN SPF 2 & BTR	2 EA	25.89	EA	51.78
3	21008 - 2X10 08' KD WESTERN SPF 2 & BTR	2 EA	11.50	EA	23.00

The invoice is due on 07/25/2024.
A discount of \$0.94 may be deducted from the total if the invoice is paid by 07/10/2024.

In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.

Total Amount	\$93.36
Sales Tax	\$0.00
Invoice Total	\$93.36

Goods received in good condition

Print name

Signature

01-445-



Signature

*** Receipt Reprint ***



E.M. HEATH SUPERMARKET
12 C MAIN STREET
CENTER HARBOR, NH
603-253-4312

FALL/WINTER HOURS
7AM-7PM EVERY DAY

HI, MY NAME IS BOOTH
BOUNTY 12=24 SAS 90C 28.99
NF GROC 28.99

Grocery

SUBTOTAL 1 28.99
TOTAL 28.99
DUE 28.99
STORE CHARGE 28.99
ACCOUNT NAME: MOULTONBORO FIRE DEPT
AUTHORIZED USER: David Bengtson
ACCOUNT NUMBER: 213304
INVOICE NUMBER: 01-1491467
CHANGE DUE .00
04/24/2024 01 20 11:11 AM

01-1491467
DUE 28.99
STORE CHARGE 28.99
ACCOUNT NAME: MOULTONBORO FIRE DEPT
AUTHORIZED USER: David Bengtson
ACCOUNT NUMBER: 213304
INVOICE NUMBER: 01-1491467

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

04/24/2024

01 20

11:11 AM

01-1491467

31
**AUBUCHON
HARDWARE**

AUBUCHON HARDWARE 006

Benjamin Moore Paints
Moultonboro, NH 03254
(603) 253-8200 - 006@hardwarestore.com
Manager: Robert H. Jorgensen

Monday-Friday 7:00-7:00
Sat 7:00-6:00 Sun 8:00-5:00

Morgan t
Normal Sale

ACCOUNT 6000049
Moultonborough Fire
PO Box 446
Moultonborough NH
03254
(603) 476-5658

INV NO 068868
P.O. NUM no

TERMINAL,RING	3.59 nt
Reg Prc 3.99 Your Prc 3.59	
032076050030	
12-10AWG BUTT SPLICE	6.29 nt
Reg Prc 6.99 Your Prc 6.29	
032076052812	
16-14AWG BUTT SPLICE	6.29 nt
Reg Prc 6.99 Your Prc 6.29	
032076052799	
22-18AWG BUTT SPLICE	6.29 nt
Reg Prc 6.99 Your Prc 6.29	
032076052775	
XTREME TERMINAL HEAT	15.29 nt
Reg Prc 16.99 Your Prc 15.29	
032076057749	
TOTAL	37.75
Capital One Charge 0158	37.75
Auth Signer: Town of Moultonborough Fi	
64 147516	

YOU SAVED: \$ 4.20

*** HOME TEAM PRO CUSTOMER ***

Rolling 365 Days purchases: 4,005.90

Previous Year End Reward \$62.44
2% of \$3,122.22 between Nov 1- Oct 31

Register Your Account Online and Get
10% OFF YOUR FIRST ONLINE ORDER.

No Store Returns on Generators/Sump Pumps
See Authorized Service Center for Repair.

Sarah Weeks

From: David Bengtson
Sent: Wednesday, June 5, 2024 12:33 PM
To: Sarah Weeks
Subject: FW: Your Receipt

For servicing Supra boxes

From: Aubuchon Hardware <hardwarestore@alerts.hardwarestore.com>
Sent: Wednesday, June 5, 2024 10:32 AM
To: David Bengtson <dbengtson@moultonboroughnh.gov>
Subject: Your Receipt

AUBUCHON HARDWARE

Dave,

Thank you for shopping at Aubuchon Hardware. Below is a copy of your receipt with the details of your purchase. We appreciate your business and look forward to seeing you again soon.

Sincerely,
The Aubuchon Hardware Team

Receipt Details: 0000600100600060524

Moultonboro, NH
Manager: Robert H Jorgensen
349 Whittier Hwy
603-253-8200
Moultonboro, NH, 03254 3626
006@aubuchonhardware.com
Associate No: NH

Dave Bengtson
PO Box 446
Moultonborough, NH 03254
Customer No: 6000049
PO Number: Supra
Invoice Number: 68950



SKU	Description	Qty	Retail	Total
799911	Wasp And Hrnt Klr 16.5oz	1	9.99	9.99



139641

3-IN-ONE 120074 Lubricant, 2.5 oz Aerosol Can,
Liquid, Pleasant

1

7.99

7.19

Sub Total:	17.18
Tax:	.00
Sale Total:	17.18
<i>Payment Method:</i>	
Capital One Charge	17.18



AUBUCHON HARDWARE | 349 Whittier Hwy | Moultonboro, NH 03254 3626
[SHOP ONLINE](#) | [PRODUCTS](#) | [STORE LOCATOR](#) | [PRIVACY](#)



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Charlie Smith

From: David Bengtson
Sent: Friday, June 14, 2024 4:46 PM
To: Charlie Smith
Cc: Kevin Quinlan
Subject: Request to park trail beyond day parking at Moultonboro Neck Fire Station

Charlie

We received a voicemail from Gail Byeff of 25 Mayer Road to park a cargo trailer of type for several days in July at the Moultonboro Neck fire station. Overnight parking is prohibited at that location, exceptions have been permitted by the Select Board for modular home components and other paving vehicles. I am not authorized to grant permission for these requests and as a side note July tends to be one of the busier usage periods for boat trailer parking at this location.

Gail Byeff
860-620-4688

David Bengtson
Fire Chief/Emergency Management Director/Fire Warden
603-476-5658
dbengtson@moultonboroughnh.gov

**Moultonborough Public Works
Staff Report
Winter Maintenance Service Contracts**

June 10, 2024



Background: The Town annually enters into contracts for services and equipment for snow/ice removal/treatment of Emergency Lanes.

Issue: The private snow removal contractors that the town utilizes for winter maintenance of Emergency Lanes are requesting an increase in service rates for the upcoming 2024-2025 winter season.

Discussion: The operational costs associated with roadway snow removal and treatment continue to increase. This includes vehicle maintenance, insurance, and employing a dedicated staff throughout the winter months.

We have had a great relationship with our dedicated team of winter contractors over the years and we recommend adjusting the rates as provided in the 2024-2025 Winter Maintenance Service Contract including hourly rate increases, minimum compensation for slow winters, and vehicle allowance for maintenance/repair of plow equipment.

Fiscal Impact: Public Works Emergency Lane Budget Lines (Estimate \$26,000 increase from FY2025 budget).

Recommendation: The Board of Selectmen approve the request as follows: "Motion to approve the rate changes in the 2024-2025 Winter Maintenance Service Contracts dated June 20, 2024, and authorize the Town Administrator to sign."

Prepared by: Christopher Theriault, Director of Public Works.

**TOWN OF MOULTONBOROUGH, NH
PUBLIC WORKS DEPARTMENT**

**SERVICE CONTRACT
Winter Maintenance 2024-2025**

The Town of Moultonborough, acting by and through its Public Works Director, herewith enters into a Service Contract ("Contract") for services and equipment lease for snow and ice removal and/or treatment of town or private roads.

_____, shall provide insured and qualified the operator(s) to perform those functions as identified herein.

Terms defined:

"Town," shall hereafter mean the Town of Moultonborough, corporate body politic, acting by and through its Public Works Director.

"Contractor," shall hereafter mean the firm or individual providing the operator(s) to perform the Services.

"Services" shall hereafter mean Snow & Ice Removal and/or Treatment as specified herein or in any executed addendum.

Terms and Conditions:

1. Any specifications, amendments or modifications to this Service Contract shall be clearly and legibly printed in ink or typewritten and signed by the parties through those authorized to execute an agreement on their behalf. Subsequent to execution by the parties, they shall be appended to this Contract as an addendum thereof.
2. The Contractor shall indemnify, defend and save harmless the Town, its officials, employees and agents from and against any demand, suit, action or claim for damages, equitable relief, statutory relief, penalties, interest, costs and/or attorney's fees on account of bodily injury, personal injury, death, property damage, economic injury, statutory violations sustained by any person, persons, entity, or entities arising from the acts or omissions of the Contractor, its officers, employees, agents, representatives and subcontractors. This covenant shall survive the termination of this Contract.
3. The Contractor shall obtain and maintain in force during the term of this Contract comprehensive general liability insurance including contractual coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence – two million dollars (\$2,000,000.00) in the aggregate. This insurance must include both bodily injury and property damage coverage, as well as contractual liability coverage. The Contractor shall obtain and maintain in force during the term of this Contract automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) combined single lim-

it. The automobile policy obtained must provide coverage for all owned, non-owned and hired vehicles.

4. The Contractor hereby agrees to purchase and maintain as required by New Hampshire RSA 281-A, Workers' Compensation Law, the appropriate Workers' Compensation Insurance to cover all claims of principals, officers, employees, and agents of the Contractor. Should the Contractor fail to purchase and maintain such insurance, and should the Town be found liable to principals, officers, employees and agents of the Contractor, the Town may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed under the provisions of Workers' Compensation.
5. Prior to the beginning of the contract the Contractor shall provide a Certificate of Insurance to the Town of Moultonborough demonstrating the required insurance coverages. The policy shall be the standard form employed in the State of New Hampshire, issued by an insurance company authorized to do business in the state of New Hampshire, and written through a company having a rating with A.M. Best or other such rating company of A- or better. It shall name the Town as certificate holder and provide that the Town and their officers, employees, and agents are named as additionally insured on the General Liability policy and adding them by endorsement to the extent required by the insurance policy to effectuate additional insured status. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the Town of Moultonborough.
6. Contractor and Town agree that any physical damage to Contractor's vehicles, property and equipment shall be the exclusive financial responsibility of the Contractor, and Contractor, therefore, releases the Town from any such liability and waives all claims that the Town, its officials, and employees are financially responsible for any property damage to Contractor's vehicles, property, and equipment. Contractor shall also be financially responsible to and shall fully repair or replace any Town equipment or property that is damaged or destroyed as a result of the operations or use of Contractor, its officers, employees, subcontractors, agents, or representatives.
7. The Contractor shall ensure that all equipment and operators are lawfully registered, inspected, and licensed, and that they comport with all applicable state and federal laws, including but not limited to NHDMV rules and regulations relative to the operation of commercial vehicles, i.e., CDL licensing, Medical Cards. Failure to comply with applicable law will result in immediate termination of the Contract.
8. The Contractor shall mobilize its plowing equipment within two (2) hours of being notified to do so. Said equipment shall remain in continuous operation, suitable to the working conditions, with due diligence until the Town notifies the Contractor to cease operations.
9. This Contract may be terminated by (a) mutual agreement of the parties, (b) the Town for a failure of the Contractor to mobilize as directed or (c) either party for a breach of the

contract by the other. The party seeking to terminate the Contract under section (c) must provide a notice to the other party of the alleged breach and their intent to terminate and must allow a reasonable period of time to cure the breach, except with respect to Contractor's violations of law. In the event that a party breaches and cures the contract on three occasions, to the continuing detriment of the other, the party in breach may be given a final notice termination notice by the other party.

Additional terms and conditions relating to rates, transportation, work delays, etc.: _____

See Attachment A.

On proper signature, the preceding contract lease agreement shall be valid for a period of one year or until terminated in accordance, with the terms of this Contract.

All notices required or permitted under this Contract shall be in writing and considered properly served if they are delivered by hand or certified mail with return receipt requested to the Contractor or to the Public Works Director in the case of the Town to the address listed herein or such other address as shall from time to time be established in writing by one party to the other as its new address. Notices shall be considered received upon the day of hand delivery or, in the instance of mail delivery, upon three business days having expired after the date of mailing.

Executed for Owner or Contractor:

by: _____
(name), Duly Authorized

its: _____
(title)

Mail Address: _____

date: _____

Executed for Town of Moultonborough, NH:

by: _____
Chris Theriault, Duly Authorized

its: Public Works Director

Mail Address: P.O. Box 139

Moultonborough, NH 03254

date: _____

Approved:

by: _____
TOWN (Authorized Signature)

date: _____

**TOWN OF MOULTONBOROUGH, NH
PUBLIC WORKS DEPARTMENT**

**SERVICE CONTRACT
Winter Maintenance 2024-2025**

Attachment A

This attachment is provided to inform you of what the Department of Public Works requires of its Contractors. Listed below are the hourly rates for Contracted Services **by type of equipment operated:**

3/4Ton w/8'plow	\$80.00
3/4Ton w/ 8' plow & sander; 3/4T w/9' plow; 1Ton w/ 9' plow; 1T w/8' plow & sander	\$90.00
1Ton w/ 9' plow& sander	\$100.00
Small 6-wheel dump (5500 series) w/ min 9' plow & sander (w/wing \$10/hr. additional)	\$105.00 \$115.00
Tractor/Skid Steer w/Loader Bucket	\$85.00

Notification: Notification will be made by the Department of Public Works. The Contractor shall mobilize its plowing equipment within two (2) hours of being notified to do so. Said equipment shall remain in continuous operation, suitable to the working conditions, with due diligence until the Town notifies the Contractor to cease operations

Sign-in / Sign-out: Each piece of equipment shall be signed in with the Highway Garage unless other arrangements have been made with the DPW Highway Team Leader in advance. The Contractor is responsible to keep an accurate record of time and shall record start and end times on the provided timesheets. Time in starts once the driver has signed in with the DPW Highway Team Leader. Time is finished when the DPW Highway Team Leader determines that the route is completed to his satisfaction. The cut-off time for each day is to be recorded as 12:00 Mid-night.

Snow Plowing/Sanding: After the driver has signed in, he/she will go immediately to their assigned route(s) and commence plowing in the following manner:

1. Open every street on the route with a pass in each direction.
2. After every street on the route is open, begin to push back the snow toward the edge of the road, widening each street in sequence.

3. At intersections, where possible, plowing should be to the right to minimize snow remaining in the intersections.
4. Clean the intersections of snow only after each street has been widened from edge to edge.
5. After the initial snow plowing operation has been completed, sanding of the roads shall commence as a last pass, unless otherwise directed by the DPW Highway Team Leader.

When the Contractor feels that the route has been properly cleared of snow and treated, they shall notify the DPW Highway Team Leader to make sure the route has been completed to his satisfaction.

Damage: Damage to mailboxes, fences, homeowner's property, cars, etc., must be reported immediately to the Town of Moultonborough, Department of Public Works, 68 Highway Garage Rd., New Hampshire (603) 253-7445.

Repair Time: A reasonable amount of time may be submitted for payment for necessary repairs to contractor's vehicles/equipment during a storm event.

Equipment Feasibility: The Town reserves the right to utilize only the equipment it deems necessary to complete a plowing operation. Equipment size and the route assigned will determine if a certain vehicle can be utilized by the Town.

Route Assignment: The Town will determine the routes of the contracted vehicles. The routes will be pre-assigned utilizing the type of vehicle(s) used by the Contractor in a plowing operation.

Fuel: Contractors are responsible for their own fuel. This service will not be available at the Highway Garage.

Vehicle Maintenance, Repair & Towing: Contractors are responsible for their own vehicle maintenance, repairs, and towing. These services will not be provided by the Town. If a vehicle has to be taken off the route, the Contractor must notify the DPW Highway Team Leader immediately. Cutting edges for plows are to be provided by the Contractor. **The Town will provide the Contractor with a one-time allowance of up to \$1,000/vehicle for the maintenance or repair of plow equipment.** A copy of invoices shall be submitted with the timesheets for payment of the allowance.

Snowplows and Frames: The Town does not provide snowplows and frames for contracted vehicles. Snowplows and frames must be provided by the Contractor and in proper mechanical condition for each plowing operation.

Sand: The Contractor shall keep a running tally of sand loaded to their vehicles during each storm event, and the load tally shall be submitted with timesheets. Town sand should be used only on assigned roads whenever practical.

Communication: It is mandatory that the Contractor have communication at all times during the entire snow operation with every piece of his equipment that is being contracted by the Town. The type of communication equipment is at the Contractor's discretion and all associated costs are at the Contractor's expense.

Billing/Timesheets: Time shall be submitted on Town of Moultonborough Winter Maintenance 2024-2025 Timesheets only; no other timesheets will be accepted. Timesheets shall be turned in to the Highway Department, 68 Highway Garage Rd., Moultonborough, NH, no later than 12:00 Noon on Mondays for the previous weeks' time. The pay week is from Sunday (12:01 am) through Saturday (12:00 midnight) and a separate timesheet shall be submitted for each pay week. Payments will be made bi-weekly, and it is the Contractor's responsibility to get timesheets in on time otherwise, they will have to wait for the next billing cycle.

Minimum Compensation: All contractors whose equipment is available for every event during the contract period will be guaranteed a minimum payment of \$500 per vehicle, per week for any week the contractor is not called in for snow plowing and/or sanding of the roadways. This minimum is to ensure that the contractor's expenses are covered in a mild (snowless) winter.

Fuel Surcharge: (For Plowing - Effective Date, August 28, 2023)*: The hourly rate paid for services under this contract includes fuel. It is assumed that fuel costs during the course of this contract will not exceed \$3.763 per gallon of gasoline* or \$4.433 per gallon of diesel fuel.* If the per gallon price for the given fuel exceeds this amount on the 1st day of any given month during which work is being performed under this contract, as published in the U.S. Department of Energy's chart of Weekly U.S. Retail Gasoline Prices (Regular Grade) or their chart of Weekly Retail On-Diesel Prices (both for the New England region), you are permitted to invoice us for a fuel surcharge for that one month for the amount of the difference times an hourly usage rate of 3.0 gallons per hour.

$$[(\$ \text{ Rate on 1}^{\text{st}} \text{ of Month}) - (\text{Assumed } \$ \text{ Rate})] * \text{ hours operated} * 3.0 = \text{That Month's } \$ \text{ Fuel Surcharge.}$$

You will be provided with worksheets upon which to submit your invoice. There will be a space to add this surcharge and the Town will do that for you once we have an invoice in hand.

**Administrative Note: Effective date and price per gallon must be filled in at the beginning of each contract term. Price per gallon is the market price the Public Works Director anticipates occurring during the term of the contract for the referenced fuel plus a factor of 10% for market risk we expect the contractor assume.*

Effective: June 20, 2024

April 25, 2024

Town of Moultonborough
6 Holland Street
Moultonborough, NH 03254

To Town of Moultonborough Officials,

I write this out on behalf of the subcontractors for the Town of Moultonborough during the winter season for snow plowing, and sanding of the town roadways. Like everything these days, the cost to maintain, insure and run our vehicles has increased.

Because of the rising costs and decreased number of winter storms we are requesting a minimum payment of \$500 per week, per vehicle, for any weeks through our contract where we are not called for snow plowing and/or sanding of the town roadways. This is to ensure that the contractors can continually help pay their employees and keep them dedicated throughout the winter.



We are also asking for the minimum hourly rate per truck to be increased to \$100 per hour for one tons and \$80 for pickup trucks. Also, instead of \$600 per truck for breakdowns subcontractors we should be getting a minimum of \$1,000 due to the cost of shop wages and parts now in days. This is the bare minimum to continue regular maintenance and upkeep while also ensuring our vehicles to be on the road.

We are open to negotiations and having a conversation regarding these terms and look forward to your response.

Sincerely,

Mike Frank



Winter Maintenance 2023-2024

Name: _____

Private Contractor- Snow Removal Contractor

Moultonborough, NH 03254

INVOICE

Date	3/4T w/8' plow	3/4T w/8' plow & sander or 9' plow	1T w/8'plow & sander or 1T w/9' plow	1T w/9' plow & sander	2T w/9-10' plow & sander or Tractor/skid steer w/pusher	26K+ GVW w/10' plow & sander	Services
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
Hr Totals							
Rates	\$68.25	\$73.50	\$73.50	\$84.00	\$89.25	\$105.00	
Payment	<u>85.00</u>	<u>90</u>		<u>100.00</u>	<u>105</u>		

Submitted by: _____

Signature

Date: _____

Received by: _____

Date: _____

Account # 01-437-4596

Private Roads- Outside Contractors

Revised: November 8, 2023 (ANK)

**Moultonborough Public Works
Staff Report
Anderson Estate Donation (Expend) – Water Well**

June 12, 2024



Background: On September 6, 2022, the Town received a generous donation from the Anderson Estate in the amount of \$250,986.08 and was accepted by the Board at the October 6, 2022, meeting.

Issue: Mr. Robert Anderson's hope was that the money donated in memory of Dr. Richard A. Ames could be used to install a well to provide water with a faucet at the Middle Neck Cemetery and he felt it could also be well spent helping to maintain the Moultonboro Neck Road walking path.

Discussion: To provide water with a faucet at the Middle Neck Cemetery, DPW received quotes to install a well at the cemetery. Roth Artesian Well provided a quote of \$18,500 to install a 6" drilled well. We have also provided a quote for a deep well pump head from Bison Pumps (\$7,986.55 + shipping), which is a manual hand pump requiring no electricity, piping, or associated pump house.

Fiscal Impact: To be expended from the Anderson Estate donation.

Recommendation: The Board of Selectmen approve the request as follows: "Motion to contract with Roth Artesian Well for the well drilling and to purchase the deep well pump head from Bison Pumps, to provide water to the Middle Neck Cemetery, and authorize the Town Administrator to sign."

Prepared by: Christopher Theriault, Director of Public Works.

Roth Artesian Well, LLC

P.O. Box 33

Moultonboro, New Hampshire 03254

Phone 603-476-5120 Fax 603-476-5570

Town of Moultonborough
P.O. Box 139
Moultonborough, NH 03254

June 12, 2024

Tel: 603-253-7445 Work 603-736-9635 Cell Email: ctheriault@moultonboroughnh.gov

Well Location: Cemetery on Moultonborough Neck Road, Moultonborough

A six inch drilled well at a cost of \$20.00 per foot for the drilling from the surface of the ground to the bottom of the hole, plus \$34.00 per foot for the six inch well casing. The well casing will be properly sealed into the bedrock with a well seal (Drive Shoe).

There is no guarantee of the quantity or quality of the water.

Estimated depth of drilling.....400 to 600 feet.....\$8,800.00 to \$13,200.00
Estimated amount of casing.....40 to 80 feet.....\$1,360.00 to \$ 2,720.00

A complete Franklin Electric 3200 series 10 GPM submersible pumping system up to a 1HP pump set at a depth of up to 400 feet on 250 pound plastic pipe with wire, torque arrestor, pitless adapter and cap with a vent, offset piping to building, Well X Trol WX 203 water tank, all brass fittings, etc;

Installed.....\$4,500.00 to \$6,500.00

All materials and labor on submersible pumping system guaranteed 100% for three years from the date of installation except for lightning damage.

- * Trenching to the building is not included in this quote.
- * Hydrofracturing if needed to obtain water will cost \$3,000.00.
- * A deposit of \$4,000.00 will need to be received prior to drilling the well.
- * Additional \$10.00 per foot mud rotary charge if needed to install well casing.
NOT INCLUDED in the estimates below.

Total estimated cost for well & pumping system for a 400 foot well will cost \$14,660.00 to a 600 foot well will cost \$22,420.00. This is only an estimate for wells in your area. We may obtain water prior to the estimate or deeper than the estimate.

(PLEASE SIGN & RETURN ONE COPY)

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions found in this agreement, for the sum of:

As per quote above.

Total \$ XXXXXX

Payment to be made as follows: In full upon completion of the work. If the payment is not made in full upon completion, interest will be charged at the rate of 1-1/2% per month on the unpaid balance.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Respectfully submitted,

Date of Acceptance

By

By

By

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Roth Artesian Well, LLC



Bison Pumps

Toll Free: 800-339-2601
www.BisonPumps.com

Page 1 of 2

Estimate

June 12, 2024 at 7:01 am

Customer Contact Information

Name: Chris Theriault

Request ID: ST-3001

Estimate For Your Water Well

Pump System

Qty	Product Name / Part Number	Price Each	Extended Price
1	Standard Deep Well 6" Pump Head 50-200-0-00-00	\$1,795.00	\$1,795.00
40	1 1/4" NPT 8' Schedule 120 PVC Drop Pipe and 3/8" Stainless Steel Rods 51-200-0-07-01	\$125.00	\$5,000.00
1	1.5" Stainless Steel Standard Cylinder 51-200-3-03-01	\$500.00	\$500.00
Pump System Subtotal:			\$7,295.00

Optional Items

Qty	Product Name / Part Number	Price Each	Extended Price
1	Pressurizing Kit 55-001-0-03-01	\$180.00	\$180.00
1	Deep Well 1.5" Standard Cylinder Maintenance Kit - Revision D Manufactured after December 2013 55-200-2-25-01	\$112.20	\$112.20
1	Tamperproof Kit 6" 55-200-0-11-01	\$110.00	\$110.00
1	Deep Well Pump Head Maintenance Kit - Revision J Manufactured after July 2019 55-200-4-05-01	\$65.00	\$65.00
1	Heavy Duty Pump Body & Spout Assy Option 55-208-0-18-01	\$160.00	\$160.00
1	Heavy Duty Standard Handle Option 55-208-1-03-01	\$64.35	\$64.35
Options Subtotal:			\$691.55

Note that additional items may be needed for your specific setup.
Freight Costs are extra and are added at time of order placement.

Estimate Total: \$7,986.55



Bison Pumps

Toll Free: 800-339-2601
www.BisonPumps.com

Page 2 of 2

Estimate

June 12, 2024 at 7:01 am

Customer Contact Information

Name: Chris Theriault

Request ID: ST-3001

Email: ctheriault@moultonboroughnh.gov

Phone: 6032537445

Preferred Contact Method: Email

Where are You Located: United States New Hampshire

Information About Your Water Well

Where is Your Pump Install Location: Outside - Standard Casing

Does Your Well Have an Existing Pump: No - No electric submersible pump or jet pump installed.

What is the Range of Your Well Casing Diameter: 5" - 8"

Static Water Level: 300 feet

Outside Casing Diameter: 6 inches (5 7/8" - 7 1/2")

Overall Well Depth: 400 feet

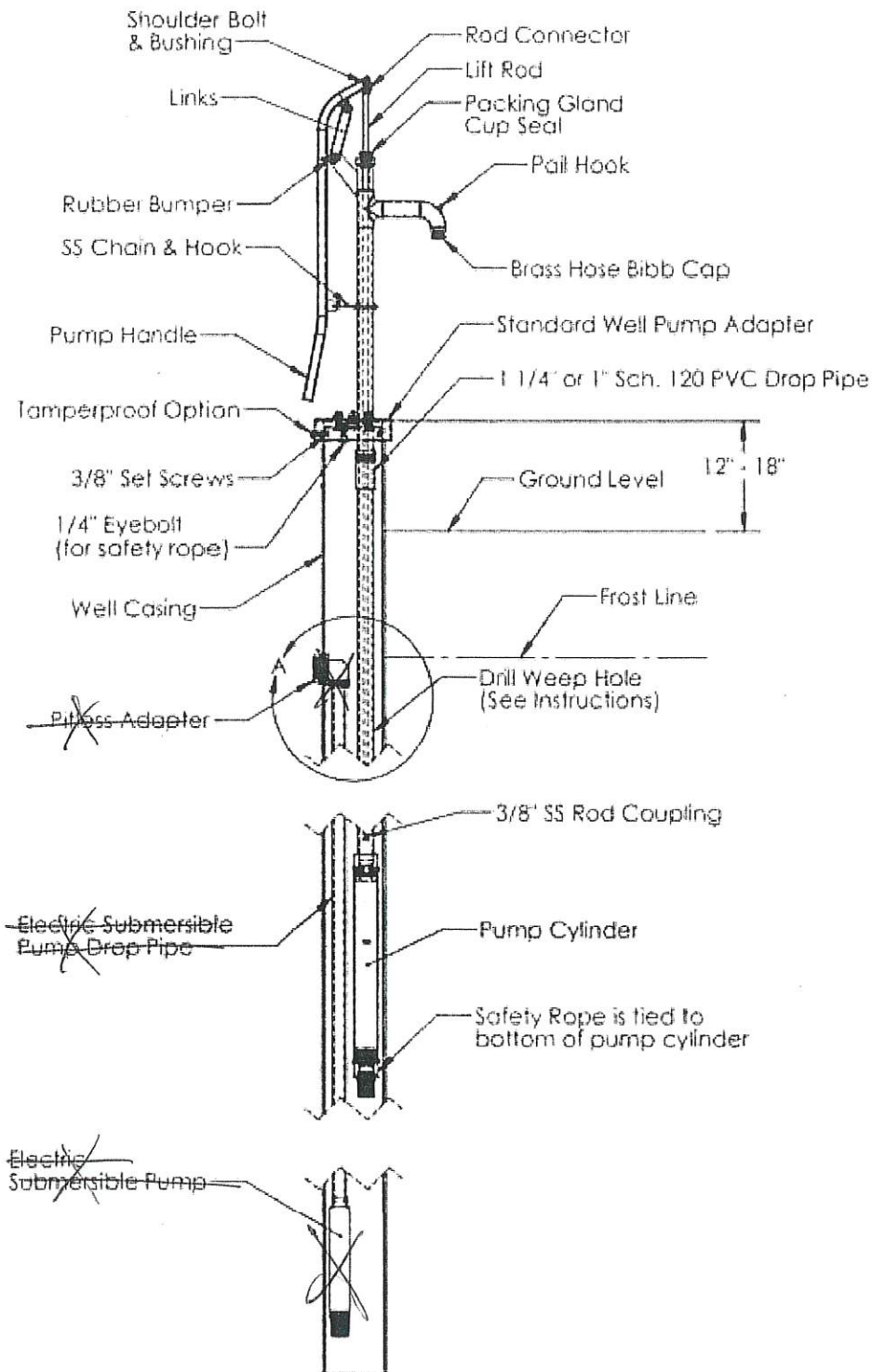
Inside Casing Diameter: 6.12 inches

Comments:

Bison Pumps Disclaimer

This estimate is subject to review by a Bison Pumps team member. Its purpose is to allow the intended recipient to receive an estimate based on the information provided. Bison Pumps makes no representations as to any equipment and/or services that you may have or require. This document does not provide any implied or express warranties. Bison Pumps accepts no liability for any reliance placed on the information in the document other than for its intended purpose as an estimate. Should you seek to use any information contained in this document other than in accordance with the terms in this disclaimer, Bison Pumps excludes all liability to the maximum extent permitted by law. By receiving the estimate in this document, you acknowledge your acceptance of the terms in this disclaimer. The information within this document is proprietary and confidential and must not be disseminated to, or used by, third parties without prior written consent from Bison Pumps' legal representative.

Standard Deep Well Pump System Diagram

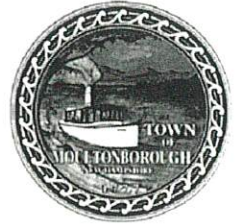


NOT TO SCALE

FOR ILLUSTRATION PURPOSE ONLY



Moultonborough Police Department



Dispatch: (603) 476-2305

Chief of Police
Peter W. Beede, Jr.
pbeede@moultonboroughnh.gov

Office: (603) 476-2400

P.O. Box 121, 1035 Whittier Highway - Moultonborough, NH 03254

Fax: (603) 476-2657

Board of Selectmen Agenda Report

Date: June 14, 2024

To: Honorable Board of Selectmen

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

Subject: Replacement of 2021 Ford Police Interceptor Utility totaled in accident with 2024 Ford Police Interceptor Utility

- 1. Recommended motion:** *"To authorize the Police Chief to expend up to \$74,702.00 to purchase and equip one (1) 2024 Ford Police Interceptor Utility to replace a 2021 Ford Police Interceptor Utility that was totaled in an accident. Of that amount \$22,350.00 will come from Primex insurance payment and the remaining \$52,352.00 to come from funds to be determined by the Board of Selectmen."*
- 2. Recommended motion:** *"To encumber \$52,352 from the fiscal year 2023-2024 contingency line (400-4516) for the purchase of a new 2024 Ford Police Interceptor to be delivered in fiscal year 2024-2025 budget cycle."*

Background/Issue: On March 9, 2024, Car 211, a 2021 Ford Police Interceptor Utility, was totaled in an accident. Based on the damage sustained to the cruiser, Primex paid \$22,350.00 for the totaled cruiser. Chief Beede has subsequently located an in-stock replacement cruiser, a 2024 Ford Police Interceptor Utility, at Colonial Municipal Group in Marlborough, Massachusetts, who is currently holding the cruiser for Chief Beede. The previous two cruisers came from Colonial Municipal Group. Chief Beede has broken down the cost to purchase and equip the cruiser as follows:

Colonial Municipal Group	\$47,727.90
Ossipee Mountain Electronics	\$13,299.30
Motorola Solutions	\$8,658.20
Stalker Radar	\$3,017.50
The Sign Shop	\$2,000.00

Total:	\$74,702.00
Primex insurance payment:	\$22,350.00
Total after insurance payment:	\$52,352.00

Primex will cover 100% of the labor to reinstall the equipment into the new cruiser. For any equipment that has been damaged or does not fit into the new cruiser, Primex will apply depreciation of 10% per year- for a maximum of 50%, so Primex will apply 30% since it is a 2021 Ford Police Interceptor Utility. Primex will reimburse the Town of Moultonborough these costs at the conclusion of the installation of equipment.

Fiscal Impact (If any): \$22,350.00 from Primex insurance payment and the remaining \$52,352.00 to come from funds to be determined by the Board of Selectmen.



Budget Quote

6/13/2024

Chief Peter Beede
 Moultonborough NH Police Department
pbeede@moultonboroughnh.gov
 603-476-2400 (w) 603-520-4218 ©

Sales Rep: Kris Wright
 774-571-1577
kwright@buycmg.com

VEHICLE:

Qty	Item #	Description	Unit Price	Line Total
1.00	K8A	2024 Ford Police Utility AWD Gas Engine	\$ 44,885.00	\$ 44,885.00
1.00	99B	Optional 3.3L V6 engine (gasoline only)	\$ -	\$ -
1.00		Hands Free Bluetooth (Standard)	\$ -	\$ -
1.00		Class III Trailer Hitch (Standard)	\$ -	\$ -
1.00	F6	Interior: Ebony Cloth Front Seats, Cloth Rear Seats	\$ 58.80	\$ 58.80
1.00	UM	Exterior: Agate Black Metallic	\$ -	\$ -
1.00	19K	H8 AMG Battery (850 CCA/92-amp)	\$ 107.80	\$ 107.80
		Rear Auxiliary Liftgate Lights		
1.00	43A	-inc: red/blue LED lights; located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included	\$ 387.10	\$ 387.10
		Dark Car Feature		
1.00	43D	-inc: Courtesy lamps disabled when any door is opened	\$ 24.50	\$ 24.50
1.00	51R	Driver Side Spot Lamp Unity LED	\$ 387.10	\$ 387.10
1.00	549	Power Heated Mirrors	\$ 58.80	\$ 58.80
		Remote Keyless Entry Key Fob w/o Key Pad		
1.00	55F	-inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$ 333.20	\$ 333.20
1.00	60R	Noise Suppression Bonds (Ground Straps)	\$ 98.00	\$ 98.00
1.00	87R	Rear View Mirror with Rear Camera Display	\$ -	\$ -
1.00	92G	Solar glass: Clear Non tinted windows (No Factory Window Tint on entire vehicle)	\$ 117.60	\$ 117.60
1.00		Out of State Fee	\$ 500.00	\$ 500.00
VEHICLE TOTAL:			\$	46,957.90

EQUIPMENT:

Qty	Item #	Description	Unit Price	Line Total
1.00	Sublet	Tint Windows to 20% Privacy: second row, third row cargo, rear windshield	\$ 375.00	\$ 375.00
1.00	Sublet	Fleet Key to customer supplied key code	\$ 395.00	\$ 395.00
EQUIP. TOTAL:			\$	770.00
VEHICLE AND EQUIPMENT PER UNIT TOTAL:			\$	47,727.90

Customer Acceptance: _____ **Date:** _____

Dealer Authorization: _____ **Date:** _____

Special Instructions:

Custom or Special Orders are Non-Refundable
This Estimate is for Budgetary Purposes and is Not a Guarantee of Cost for Services.
Estimate is Based on Current Information From Client About the Project Requirements
Actual Cost May Change Once Project Elements are Finalized

Thank you for your business



Ossipee Mountain Electronics, Inc.

Quote QTE015534

Date 5/30/2024

Page 1 of 2

Bill To

Moultonborough Police Dept
PO Box 121
Moultonborough, NH 03254

Ship To

Moultonborough Police Dept
1035 Whittier Hwy
Moultonborough, NH 03254

Customer No

Salesperson

Shipping Method

Payment Terms

MOU460

Kevin Marcucci

OME Install

Net 30

Item	Quantity	Item Number	Description	Unit Price	Ext Price
1	1.00	C-EB25-MWG-1P	Equipment Bracket, Motorola M500, 2.5"	33.00	33.00
2	1.00	C399	Siren, CenCom CORE, Amplifier w/(3) CAN ports	968.10	968.10
3	1.00	C399K1	Install Kit, CORE, 2020 Ford PIU	129.75	129.75
4	1.00	CCTL7	Siren Control Head, WCX, 21 Button	324.10	324.10
5	2.00	CEM16	Module, Expansion, 16 Outputs, CORE	214.50	429.00
6	1.00	ES100C	Speaker, Dynamax 100 Watt Class A Composite Housing	312.80	312.80
7	1.00	ESB-FPIU20NDB	Bracket, Spk, ES100, 20+PIU No Hole, Works w/ Push Bumper	69.00	69.00
8	1.00	IW50UFX	InnerEdge XLP, 12-6 LED Duo, 2pc, WC, 2020 PIU (6)IWP06000 (6)IWD06000	1,546.30	1,546.30
9	1.00	OEWD50	Outer Edge, Horiz, DUAL, 2pc, 20 PIU, Spcfy Lts (5)OEI2M Blue/Amber (1)OEI2D Red/Amber	1,225.00	1,225.00
10	2.00	LINSV2B	V-Ser LED, Combo Warn/Puddle, Under Srfc Mnt, BLUE	226.50	453.00
11	1.00	LSVBKT50	Mount, Under Mirror, LINSV2, 2020 PIU, Pair	25.50	25.50
12	2.00	IONS V3B	ION, Surface Mt, BLUE, Warning, TD, PL, Blk Hsng	249.75	499.50
13	2.00	I2E	ION, DUO, Univ Mnt, Blk Hsng, BLUE/WHT	150.75	301.50
14	4.00	TL1B	ION, T-Series, Linear, Surface Mt, BLUE	126.00	504.00
15	2.00	VTX609E	LED, VERTEX Lighthead, Mtg. 1" Hole, BLUE/WHT	96.00	192.00
16	2.00	VTX609R	LED, VERTEX Lighthead, Mtg 1" Hole, RED	105.75	211.50
17	2.00	VTX9E	LED, Vertex, DUO, Omni Lighthead, BLUE/WHITE	110.25	220.50
18	1.00	PK0419ITU20TM	Partition, PolyCoat, w/Horiz Slid, Rec Pnl, w/Screen, TM20+PIU	1,089.00	1,089.00
19	1.00	BK1001ITU20	Push Bumper, PB450L6 w/integrated IONS	1,349.00	1,349.00
20	1.00	TT1433ITU20	Cargo Box, Free Stand Brkt/Transfer Kit 20+PIU	299.00	299.00
21	1.00	EMFLX-M10008-WB	Antenna, VHF 2dB Gain, 1/4W 144-174Mhz, w/Flex Poly Spri	94.50	94.50
22	1.00	EM-M11001-195	Cable, NMO Mount, 17' RG195 Low Loss, No Conn (MB8X)	26.75	26.75
23	1.00	CMUHF58	Mini UHF Crimp Conn, RG58, MALE	4.50	4.50
24	1.00	R1	Solenoid, 12V, 85 A Continuous, S.P.S.T (24059-BP)	92.00	92.00
25	1.00	MISC.	Installation Hardware, Clips, Wire Loom, Fuse Holders etc	150.00	150.00
26	1.00	LABOR	Install new and recycled equipment into 23 PIU	2,450.00	2,450.00

Quoted By: _____ Accepted By: _____ Date: _____

*** Continued ***

12,999.30

0.00

300.00

13,299.30

Ossipee Mountain Electronics, Inc. PO Box 950 832 Whittier Highway Moultonboro, NH 03254

TEL: (603) 476-5581 Toll Free: (800) 639-5081 Fax: (603) 476-5587

www.omesbs.com



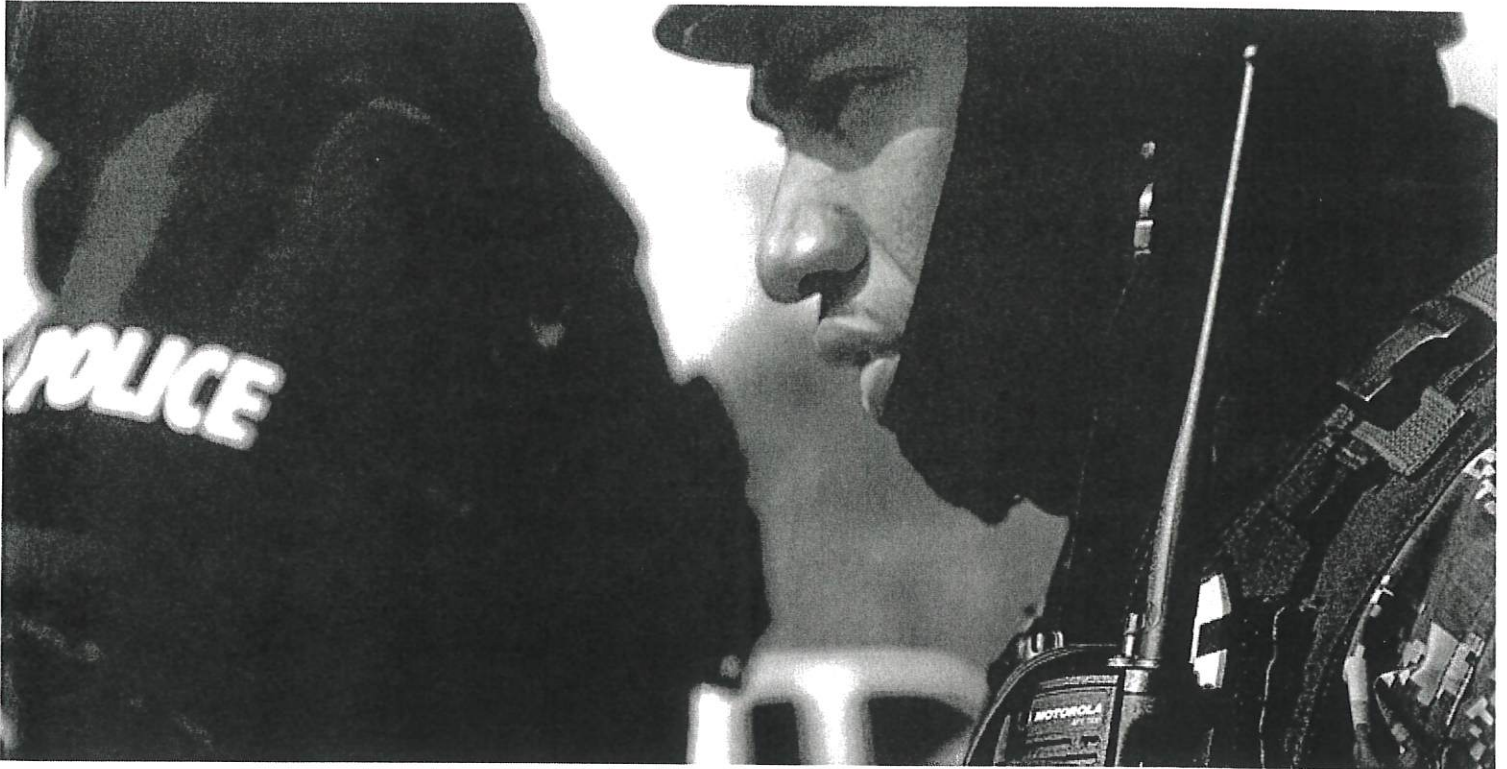
Quote QTE015534
 Date 5/30/2024
 Page 2 of 2

Bill To
Moultonborough Police Dept PO Box 121 Moultonborough, NH 03254

Ship To
Moultonborough Police Dept 1035 Whittier Hwy Moultonborough, NH 03254

Customer No.	Salesperson	Shipping Method	Payment Terms
MOU460	Kevin Marcucci	OME Install	Net 30

Item	Quantity	Item Number	Description	Unit Price	Ext Price
			Install recycled console w/inserts, rear partition, rear window barriers, radar, cargo system w/radio tray, MDT mount and laptop cradle, dual weapons rack, prisoner transport seat, APX 6500HP mobile radio. Install new Whelen Core system, siren speaker, lighting, front partition, push bumper w/Whelen lions (4) to the front (2) to the sides, antenna system		
Quoted By: _____ Accepted By: _____ Date: _____ PRICE QUOTE GOOD FOR 30 DAYS DELIVERY: 30-60 DAYS ARO TERMS: NET 30 DAYS				Subtotal Additional Discount Freight Total	12,999.30 0.00 300.00 13,299.30



MOULTONBOROUGH POLICE DEPT

06/12/2024



QUOTE-2678459

06/12/2024

MOULTONBOROUGH POLICE DEPT
1035 WHITTIER HWY
MOULTONBOROUGH, NH 03254

Dear Peter Beede,

Motorola Solutions is pleased to present MOULTONBOROUGH POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MOULTONBOROUGH POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Christopher Drake at Christopher.Drake@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Christopher Drake
Regional Sales Manager



QUOTE-2678459

Billing Address:
MOULTONBOROUGH POLICE
DEPT
1035 WHITTIER HWY
MOULTONBOROUGH,
NH 03254
US

Shipping Address:
MOULTONBOROUGH POLICE
DEPT
1035 WHITTIER HWY
MOULTONBOROUGH, NH 03254
US

Quote Date:06/12/2024
Expiration Date:09/10/2024
Quote Created By:
Christopher Drake
Regional Sales Manager
Christopher.Drake@
motorolasolutions.com
603-205-1845

End Customer:
MOULTONBOROUGH POLICE DEPT
Peter Beede
pbeede@moultonboroughnh.gov
(603)476-2400
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	1		\$6,015.00	\$6,015.00
2	WGW00502	M500 EXTENDED WARRANTY	1	5 YEAR	\$1,215.20	\$1,215.20
3	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZ ANT	1		\$328.00	\$328.00
4	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/CAMVR POST 2020+EXPL	1		Included	Included
5	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	1		\$1,100.00	\$1,100.00

Grand Total**\$8,658.20(USD)**

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		\$7,443.00
Upfront Subscription Fee		
M500	Annually	\$243.04
Sub Total:		\$7,686.04

	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
M500	Annually	\$243.04	\$243.04
Year 3 Subscription Fee			
M500	Annually	\$243.04	\$243.04
Year 4 Subscription Fee			
M500	Annually	\$243.04	\$243.04
Year 5 Subscription Fee			
M500	Annually	\$243.04	\$243.04
Sub Total:			\$972.16
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$8,658.20

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
 - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-2678459

- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



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applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Diane Satoren
+1-972-801-4843
diane@stalkerradar.com

QUOTE
#2079770

Page 1 of 1

Date: 10/18/23

Reg Sales Mgr: Dan Doyle
972-398-3780
dand@stalkerradar.com

Effective From : 10/18/2023

Valid Through: 01/16/2024

Lead Time: 35 working days

Bill To: Moultonborough Police Dept PO Box 139 Moultonborough, NH 03254-0139	Customer ID: 020464 Accounts Payable	Ship To: Moultonborough Police Dept 1035 Whittier Hwy Moultonborough, NH 03254-3308	<i>FedEx Ground</i> School Resource Officer Christen Cloutier
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	806-0022-00	DSR 2 Antenna Radar	36	\$2,995.00	\$2,995.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB		\$0.00
2	1	200-1000-40	DSR Modular Display		\$0.00
3	2	200-1468-00*	Dual DSR Ka Antenna		\$0.00
4	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	1	200-0243-00	Counting/Display Tall Mount		\$0.00
8	1	200-0244-00	Antenna Dash Mount		\$0.00
9	1	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	1	200-0648-00	Display Sun Shield		\$0.00
11	1	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
12	1	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	1	200-0622-00	VSS Cable Kit		\$0.00
14	1	200-0821-00	DSR Documentation Kit		\$0.00
15	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
16	1	060-1000-36	36 Month Warranty		\$0.00

Group Total \$2,995.00

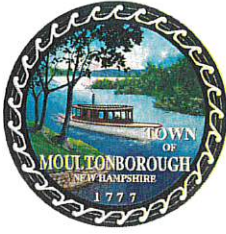
Product	\$2,995.00	Sub-Total:	\$2,995.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$22.50
		Total: USD	\$3,017.50

Vehicle Information:

001

2022 Ford Interceptor SUV

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



**Town of Moultonborough
LAND USE DEPARTMENT**

**6 Holland Street • PO Box 139 • Moultonborough, NH 03254
PHONE 603.476.2347 FAX 603.476.5835**

Board of Selectmen Agenda Report

Date: June 20, 2024

To: The Board of Selectmen and Town Administrator Charlie Smith

From: Town Planner Dari Sassan, Land Use Office Director

Subject: Online Permitting and Building Permit Workflow Database

Recommended Motion: Staff requests that the Board of Selectmen MOVE to AUTHORIZE the entry into a contract with Spatial Data Logic for utilization of the SDL Connect Municipal Management Software system in accordance with the terms contained within the attached proposal.

Background: The arrival of Building Inspector Jeff Blackwell has presented a new opportunity to apply our staff's organizational skills and experience to moving forward with a digital building permit platform which provides convenience to our clients, and management tools to staff and officials.

In pursuit of developing our external facing platform with landowners and contractors, as well as improving our internal scheduling and oversight processes, we have reviewed several software companies, including SDL, Avitar, CivicPLUS, and others. Unanimously, we agree that SDL stands out as the superior product. It provides the cleanest user interface, and without incurring additional costs, we can apply the software to other aspects of municipal operations, such as Planning Board and Zoning Board application management.

Discouraged last year by an initial quote from SDL in the neighborhood of \$30K/year, we followed back up this spring to try and customize a scaled-down, less expensive version of the product. Included in those conversations was an in-depth one-on-one Zoom call between Jeff and Tom Hurley of SDL. Following that call, I spoke with Jeff, who was impressed with the product, and I also spoke with Mr. Hurley, who was confident that Jeff's deliberate and methodical approach would lead to effective usage of the software.

In a subsequent conversation, Mr. Hurley said that, knowing we have the internal capacity to realize the benefits of the full software package, he wished to extend a \$16,000/year all-inclusive offer so that we could experience the product as it is intended to perform.



**Town of Moultonborough
LAND USE DEPARTMENT**

**6 Holland Street • PO Box 139 • Moultonborough, NH 03254
PHONE 603.476.2347 FAX 603.476.5835**

Recognizing that we will almost certainly wish to renew our contract annually, we called for the added stipulation that the fee shall never increase by more than 10% in any one year, nor by more than 30% in any 5-year period. This stipulation is contained within the attached proposal.

Fiscal Impact: Although the purchase of this product will not result in the reduction of personal expenses, it will facilitate more efficient and affective use of staff time, more efficient oversight, and a better customer experience.

Staff proposes to work with the Town Administrator and the Board of Selectmen to identify one or more sources to fund the immediate entry into a one-year contract with SDL.



SDL | CONNECT

Connected
Government

Connected
Citizens

SDL | MUNICIPAL
MANAGEMENT
SOFTWARE

SPATIAL DATA LOGIC

SDL | CONNECT

At Spatial Data Logic (SDL), we make it easy for local governments to modernize processes and serve their communities online.

With SDL Connect, our flexible and cloud-based software solution, each department has the tools to create customized digital forms and workflows, tailored to their unique process.

Unlike other no-code solutions, SDL Connect stands out by offering advanced features such as secure document uploads, identity verification, online payments, renewal processes and inspection processes. This enables departments to bring a wide range of processes online, further streamlining operations and enhancing efficiency.

Furthermore, by leveraging our citizen portal and mobile app, the public can go online to access and submit forms, sign documents, make online payments, upload documents and check the status of their requests online.

AUTOMATE ANY DEPARTMENT PROCESS

Departments can choose from a list of pre-built processes or create their own forms and workflows from scratch.



- ☒ Applications
- ☒ Appointment scheduling
- ☒ Complaints
- ☒ Event sign-ups
- ☒ File requests
- ☒ Inspection requests
- ☒ Licenses
- ☒ Location scheduling
- ☒ Permits
- ☒ Registrations
- ☒ Renewals
- ☒ And more....

GETTING ONLINE IS SIMPLE

1.

CREATE DIGITAL SERVICES

SDL's software makes it easy to convert your paper processes into streamlined online forms with built-in workflow

2.

EMPOWER THE PUBLIC

Encourage citizens to view, submit and track their online requests through SDL's citizen portal, mobile app or your website

3.

MANAGE & TRACK SUBMISSIONS

After a form is submitted, the appropriate parties will be notified to review and process the request

WHAT SETS US APART



BUDGET-FRIENDLY

We believe that local governments of all sizes should have the ability to modernize processes and move services online



FLEXIBLE

Our flexible software can be used by any department to migrate their paper process online



CITIZEN ENGAGEMENT

SDL Connect provides three seamless ways for citizens to engage with all of your department services online



CONFIGURABLE

Add inspections and renewal processes to your backend workflow



SECURITY FEATURES

SDL Connect offers secure document uploads and storage, identity verification, user-based permissions and 2FA



UNMATCHED SERVICE

At SDL, customer service is not an afterthought; it's a key differentiator

"SDL has been a game changer for Schenectady County in addressing a multitude of citizen-facing initiatives previously only accomplished by paper processes. The county uses the application externally and internally to expedite, track and complete processes quickly and efficiently.

SDL has integrations that allow the county to accept online payments, secure documents, schedule appointments, apply e-signatures and create workflows, making our programs and services more accessible to our constituents."

- Laura Baker, CIO, Schenectady County, NY

WE ENSURE YOUR SUCCESS

Once you sign with Spatial Data Logic, we have a process and dedicated team in place to ensure your success.

Kick-Off

Our process begins with a kick-off call with your SDL Account Executive and Customer Success Manager. The purpose of the call will be to introduce you to your CSM, align on goals, and review the onboarding process.

Onboarding

Our Onboarding Specialists will guide you through the onboarding process and ensure that the necessary deliverables and deadline are being met.

Training

SDL has developed a series of courses that will help your users learn the ins and outs of our software. Users can complete the courses on their own schedule and will be able to access ongoing training in the future if a refresher is needed.

Customer Success

Once you have completed the onboarding process, your CSM is your go-to for general inquiries, new product information, expansions, renewals and more.

Technical Support

We have a dedicated support team to answer your calls or emails Monday through Friday, 8 am - 5 pm EST. All support inquiries are also logged using a formal ticketing system to ensure timely resolution.

Help Center

The SDL Help Center offers an additional 24/7 online resource where clients can access quick how-to guides, on-demand webinars, submit feature requests and more.

PROJECT MANAGEMENT

1. Strategic Planning

The key to a successful system implementation is ensuring that we understand your specific requirements and workflows. The knowledge gained from this critical step will be used to customize the SDL Platform to meet your needs.

SDL Actions/Deliverables:

- Implementation kickoff meeting
- Create workflow schedule

Town of Moultonborough Actions/Deliverables:

- Provide your project teams' contact information, including job title, email address and phone number
- Be timely – prompt responses are necessary to ensure the implementation remains on schedule
- Be thorough – missing any key milestones can put the implementation behind schedule
- Provide access to current Permit and Land Use Applications
- Provide current workflows as a baseline
- If leveraging SDL's Municipay payment integration, Moultonborough to supply Municipay Site ID, Product ID & URL Key

2. Configure Workflows

Since the SDL Platform is extremely versatile, it can be configured to your specifications. The next step is to correctly map your current workflows within the SDL Platform. Sufficient time will be taken to fully understand the process for each form.

SDL Actions/Deliverables:

- Map current workflows, including forms and manual/automated processes for Building Permitting, Land Use Applications, Complaint Management, and Work Order Management, using SDL Connect functionality.
- Import ownership information from GIS consultant's (CAI Technologies) ARC GIS Online Server

Town of Moultonborough:

- Answer questions and give input on the current setup to help assemble workflows correctly.
- The Town will work with CAI Technologies to ensure SDL has access to the correct online service and validate that the GIS data contains the information desired to display in SDL Connect and further validate the data is correct once the GIS service is set up.

3. Test & Optimize

All aspects of the SDL Platform are rigorously tested before completion. Once your data is active in our system, both parties should check to see if the software is working as envisioned and from there we will make any necessary adjustments.

Town of Moultonborough Actions/Deliverables:

- Test the Applications and processes by walking through as a citizen to ensure all needs are met
- Test the Applications and processes by walking through as an internal user to validate workflows

SDL Actions/Deliverables:

- Make any necessary adjustments found during testing

4. Training

A final virtual training session will occur over Zoom. Furthermore, the Town can participate in ongoing training which is also hosted via Zoom. From time to time, we also host user group sessions to discuss training and product development.

RATE CARD & CONDITIONS

2024 Rate Card

Our 2024 Rate Card is included below. Additional years will follow the prevailing rate card.

Item	Description	Cost
SDL Connect License	SDL Connect Cloud Solution for Licensing, Permitting & Inspections - Up to 10 Forms	\$15,200/ annually
	Implementation and Ongoing Support Services	\$800 / annually

Estimated Timeframe:

Upon award of contract, SDL will immediately begin the kickoff and onboarding process.

Required Hardware and Software:

Unless otherwise described in this proposal, SDL is not providing any hardware or software outside of the description above.

- Internet Access – Internet access is a requirement.
- Client Computers – The software requires the current Microsoft supported Windows operating system or current Apple supporting MacOS.
- iOS or Android devices are needed for the SDL Mobile App. Devices are required to have data plans for real-time syncing.

Terms and Conditions:

- The prices quoted herein are valid for ninety days. If your proposal has expired, please contact SDL at (732) 357-1280 for a new quote.
- Payments to SDL will be required as follows:
 - A. Submission of PO or Contract to SDL – 100% of the Software License Fee
 - B. Completion of Implementation & Training – 100% of Implementation and Professional Services Fee
- All outstanding invoices beyond sixty (60) days will accrue interest at the rate of 1½ per month.
- All payments will follow Spatial Data Logic's standard billing terms unless otherwise negotiated and agreed upon prior to the submission of a PO or contract.
- Price increases shall be limited to no more than 10% in any given year and not to exceed 30% in any 5-year period.
- Includes:
 - Unlimited users
 - Online Public Portal for citizen submission, account management, renewal status, etc.
 - SDL Portal App (Android & iOS) for citizen submission, account management, renewal status, etc.
 - Mobile App for Field Inspections. Remote Inspections
 - SDL Online Plan Review
 - Multiple Approval levels for application approval workflow
 - Town of Moultonborough employee platform view of application submissions, processing and notifications.
 - Up to 10 forms included for the cost of 7 (3 bonus forms)
 - SDL to build 7 forms and associated basic workflow (approval matrix, email notification, etc.)
 - Installation, support, and maintenance of SDL Platform
 - Additional work beyond the proposed implementation scope will require a new proposal
 - Training – Live sessions via Zoom
 - Support 8 a.m. – 5 p.m. ET. SDL personnel can be reached via email or phone.



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

MEMORANDUM

TO: Board of Selectmen

FROM: Thomas Hughes, Town Assessor 

RE: Proposed Revaluation Schedule

DATE: June 14, 2024

After conferring with the Town's assessing contractor – Whitney Consulting Group. I am proposing the following schedule for the 2024 town-wide revaluation. The schedule is essentially the same as the 2023 board-approved schedule, with minor changes to account for weekends.

2024 Revaluation Timeline

Event	Timeframe	
MS-1	9/16/2024	Monday
Finalize Values	9/15/2024	Sunday
Informal Hearings End	8/30/2024	Friday
Informal Hearings Start	8/26/2024	Monday
Letters delivered	8/13/2024	Tuesday
Hearing Letter Sent	8/9/2024	Friday
Hearing Letters to Printer	8/5/2024	Monday
Preliminary Values	8/2/2024	Friday

This schedule has worked well in the past, allowing sufficient time for taxpayers to receive their new value/informal hearing notification letters and schedule appointments. It also allows sufficient time to complete the tasks necessary to finalize the values before submitting the MS-1. Some of the tasks include additional hearings for taxpayers that didn't receive their notifications in a timely manner or were not able to meet during the scheduled hearing times. It also allows time to complete any site visits that were scheduled during the hearing week. Finally, it allows our contractor time to implement any potential data changes that may have been brought to light during the informal hearing process.

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



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: 6/7/2024

To: Select Board

From: Julia Marchand, Town Clerk *JM*

Subject: Warrant for Unlicensed Dogs

Recommended motion: To sign and issue the 2024 Unlicensed Dog Warrant to Moultonborough PD.

Background: Per RSA 466:14, the Town Clerk must present a list of the town's unlicensed dogs to the Select Board between June 1st and June 20th. The governing body shall, within 20 days from June 20th, issue a warrant to a local official authorized to issue a civil forfeiture for each unlicensed dog.

Issue: Dog licenses were due April 30th and the Town Clerk's office is currently aware of around 100 dogs in town who have yet to be licensed for 2024.

Fiscal Impact (If any): Dog licenses range from \$3-\$10 per dog. Per state law, the town and state are due these fees that have not yet been collected.

WARRANT FOR UNLICENSED DOGS - JUNE 2024
TOWN OF MOULTONBOROUGH, NH

Date: June 20, 2024

To: Moultonborough Police Dept.

Subject: Warrant for Unlicensed Dogs

Pursuant to New Hampshire RSA 466:14 entitled "Warrants, Proceedings," you are hereby directed to proceed forthwith either to collect the fee due to Moultonborough, to be returned to the Town Clerk, or seize any unlicensed dog for holding in an appropriate holding facility, per attached list.

Pursuant to New Hampshire RSA 466:16 entitled "Returns," you have until August 31st to return this warrant with a statement as to whether all the unlicensed dogs in Moultonborough have either been seized and held under the provisions of this chapter and whether complaints have been entered against all the persons who have failed to comply with the provisions.

Kevin Quinlan, Select Board Chair

Jonathan W. Tolman, Select Board Vice Chair

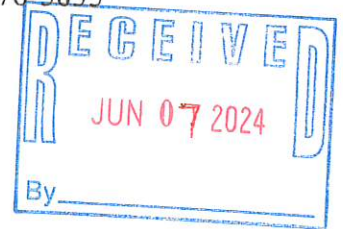
Karel Crawford, Select Board Member

James Gray, Select Board Member

Charles M. McGee, Select Board Member



Office of Selectmen
Town of Moultonborough
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(603) 476-2347 * Fax (603) 476-5835



Map/Lot _____ Fee Charged \$25.00 Check # 20203

TOWN OF MOULTONBOROUGH TEMPORARY USE PERMIT-COMMERCIAL USE

The undersigned hereby makes APPLICATION FOR TEMPORARY USE up to a maximum of three (3) consecutive days over a thirty day period for the following (describe commercial use): Community

Arts Festival - craft fair with booths of crafters, artists, + non-profits;
food trailers

6/22/2024 (rain date: 6/23/2024)

Date(s) of Event

~ 500 - 750

Expected Number of Participants

This application must be submitted fourteen (14) days before date of event.

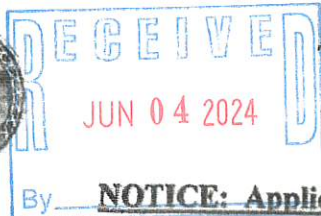
PROPERTY OWNER'S SIGNATURE: Charles Clark, Executive Director

MAILING ADDRESS: PO Box 687, Moultonborough, NH TEL. # (603) 476-5900

This is to certify that we have examined the within detailed statement and find the application to be in accordance with the provisions of the Moultonborough Zoning Ordinance Article XI-H-(2), relating to Temporary Use-Commercial and that the application has been approved with the listed requirements and entered in the records, this _____ day of _____, 20__.

Chairman-Board of Selectmen
Town of Moultonborough

REQUIREMENTS: _____



ATTACHMENT A

By **NOTICE: Application Must be Filled Out Completely to be Processed**

- The applicant hereby swears and takes oath that the information contained in this application is true and accurate and acknowledges having received and read a copy of the rules and regulations of the Town of Moultonborough and agrees to abide by the provisions thereof in all respects.

Applicant's Name: Deborah S. Wiacet

860-930-1527

deb.wiacek56@gmail.com

Town Administrator or Designee

3 Kaffee Baskets

FRIENDS OF THE MOULTONBOROUGH PUBLIC LIBRARY

BOOK SALE RAFFLE

DRAWING WILL BE HELD AT 4 Holland St, Moultonboro, NH

on

Sunday, July 14th AT 12:30 PM

TICKETS ARE \$5 EACH | 3 FOR \$10 | 8 FOR \$20

BASKET IS WORTH \$60 IN VALUE

NAME:

PHONE:

EMAIL:

FRIENDS OF THE MOULTONBOROUGH PUBLIC LIBRARY

BOOK SALE RAFFLE

DRAWING WILL BE HELD AT 4 Holland St, Moultonboro, NH

on

Sunday, July 14th AT 12:30 PM

TICKETS ARE \$5 EACH | 3 FOR \$10 | 8 FOR \$20

BASKET IS WORTH \$60 IN VALUE

NAME:

PHONE:

EMAIL:

FRIENDS OF THE MOULTONBOROUGH PUBLIC LIBRARY

CHILDREN'S BASKET RAFFLE

DRAWING WILL BE HELD AT 4 Holland St, Moultonboro, NH

on

Sunday, July 14th AT 12:30 PM

TICKETS ARE \$5 EACH | 3 FOR \$10 | 8 FOR \$20

BASKET IS WORTH \$50 IN VALUE

NAME:

PHONE:

EMAIL:



TOWN OF MOULTONBOROUGH
APPLICATION FOR A PERMIT
TO CONDUCT A RAFFLE

ATTACHMENT A



NOTICE: Application Must be Filled Out Completely to be Processed

1. Name and address of the organization: Winnepesaukee Sportmen's Club
PO Box 192 Moultonboro
2. Name, address and capacity of the person requesting the permit: Andre Bover, President
PO Box 1002 Moultonboro, NH 603 491 6600
3. The organization is organized under the laws of the State of New Hampshire as a non-profit organization: Yes X No
4. Date of organization: 1969
5. The organization is registered to do business within the State of New Hampshire as a non-profit organization: Yes X No
6. The organization was registered on 1968
7. The organization's IRS non-profit Federal ID number: 02-0350999
8. Names and address of the organization's principal officers: Andre Bover, see above
Bill Wilson, V.P., 133 Farecho Rd, Moultonboro
Kim Dubuque, Treas., PO Box 217, Sandwich
Howard Chandler, Sec, 1183 Old North St., Laconia
9. Location, date and time where the raffle is to be conducted: Sandwich Fair
October 14, 2024 @ 4:00 PM
10. Name and address of the owner of the property where the raffle is to be conducted: Sandwich Fair grounds
12. A sample of the raffle ticket must be submitted for review. Yes X No
13. List the last time a permit was issued to the applicant for a raffle within the Town of Moultonborough: last year

The applicant hereby swears and takes oath that the information contained in this application is true and accurate and acknowledges having received and read a copy of the rules and regulations of the Town of Moultonborough and agrees to abide by the provisions thereof in all respects.

Dated: June 10, 2024

Applicant's Name: T. Andre Bover

Date Received: _____

Date Processed: _____

Approved _____ Denied _____

Town Administrator or Designee

cc: Board of Selectmen
Chief of Police

0626

Name _____

Tel.# _____

Winnipiesaukee Sportsmen's Club

2024 Scholarship Raffle

Proceeds to benefit WSC Scholarship Fund



*Ruger Precision Rifle
Caliber 6.5 Creedmoor*

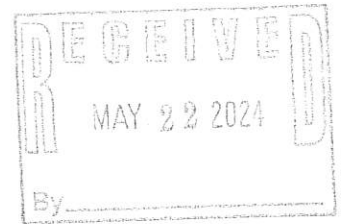
0626

\$**10** ea

Drawing Sandwich Fair Grounds
October 14, 2024 at 4 PM

Revised and approved by the Board of Selectmen 09/23/2021

**** 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: NH Basscasters CONTACT: Katie Gorski
ADDRESS: 44 George Bennett Rd, NH TEL #: (603)-801-3520
DATE REQUEST REC'D: _____ DATE(S) OF EVENTS: Sept. 7, 2024
START/END TIME: 7:00 a.m. - 4:00 p.m.
LAUNCH AREA(S) REQUESTED: ~~tees 1115~~ States Landing
NO. OF BOATS/TRAILERS: 25
LIABILITY INSURANCE HOLDER & POLICY #: K+K insurance group # AIL3450210
ADDITIONAL REQUEST(S) & INFORMATION PROVIDED: _____ 900

TOURNAMENT FEE (Per Day): \$150.00 CHECK #: 2327 DATE REC'D: 5/22/24
FEE RECEIVED: \$150

Town Department Response Only

MOULTONBOROUGH POLICE DEPT.: See attachment

MOULTONBOROUGH FIRE DEPT.: See attachment

DATE OF SELECTMEN'S MEETING: 6/20/24

STIPULATIONS: _____

THIS REQUEST IS: _____ DENIED _____ APPROVED

DATE OF APPROVAL/DENIAL SENT: _____

DATE NH FISH & GAME NOTIFIED: _____

**FISHING TOURNAMENT LAUNCH REQUEST
POLICE/FIRE COMMENTS**

**NH Bass Casters
Saturday, September 7, 2024**

**States Landing
25 Boats**

Moultonborough Police Department Comments:

No issues, as long as participants comply with Town Parking Regulations and do not block any roads or driveways in the area.

Peter Beede, Jr.
Police Chief
6/13/24

Moultonborough Fire Department Comments:

The Fire Department has no objections to this request. Standard provisions to allow for access to fire hydrant and fire boat at Lees Mills (See details on file).

David Bengtson
Fire Chief
6/11/24



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: June 13, 2024

To: Board of Selectmen

From: Deb Davidowsky, Finance Director

Subject: First Payroll of July 2024

Recommended Motion: Approve pay increases effective 6/23/24.

Background: The first payroll in July (7/12/24) includes pay for both the 2024 and 2025 budgets due to the fiscal year end of 6/30/24. There are currently payroll changes scheduled to occur on July 1, 2024. Making payroll changes in the middle of a payroll period can be very difficult. For that reason, I would like to request that we make the payroll changes effective at the beginning of the payroll period, 6/23/24. Looking back to how this was handled last year, the raises were granted early.

Fiscal Impact: The fiscal impact is minimal. Calculating an average 4% increase on regular wages, the increase in cost would be approximately \$5,000.



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: June 20, 2024

To: Board of Selectmen

From: Town Administrator

Subject: Lakes Region Computer – Services Agreement and Statement of Work

Recommended Motion: *To approve the Services Agreement and Statement of Work between the Town of Moultonborough and Lakes Region Computer and authorize the Town Administrator to sign.*

Background: If the Board of Selectmen decides the agreement can be changed to a 1, 2 or 3-year agreement, otherwise agreement will automatically renew, and notification must be provided sixty-day prior to expiration. Further if needed Lakes Region Computer is willing to add a non-appropriation clause. Agreement is the same as used in prior year, which was previously reviewed by town counsel. Statement of Work had a formatting changes to “describe the types of services” but the obligations have not changed.

Fiscal Impact: departments budget for IT services in their operating budget.



LAKES REGION COMPUTER

Statement of Work

This SOW is in conjunction with the Services Agreement (“Services Agreement” or “Terms”). This SOW does not replace the MSA but incorporates all the provisions and obligations set forth in the MSA. Should any provision of the MSA and this SOW conflict, this SOW shall take precedence. Lakes Region Computer, LLC will provide the Services described below to the standards stated in the MSA.

STATEMENT OF WORK No. Cgdi3f0654t

Town of Moultonborough – Managed Services

This Statement of Work (“**SOW No. Cgdi3f0654t**”) dated 5/31/2024 (“**SOW Effective Date**”) supplements the Services Agreement effective as of 7/1/2024 by and between Lakes Region Computer, LLC (“**MSP**”) and Town of Moultonborough (“**Client**”). This SOW No. Cgdi3f0654t consists of the terms below, the signature page, and any unique attachments to this SOW No. Cgdi3f0654t, which are all incorporated into the Agreement by this reference and are made a part of the Services Agreement by all intents and purposes.

Capitalized terms used herein, unless otherwise defined, will have the meaning given to them in the Services Agreement.

1. Services Description

The ongoing services to be performed by MSP on behalf of Client are

- Security best practice configuration across environment, including not limited to
 - Local admin password rotation and different for each Machine
 - Domain Administrator password rotation
 - Least permissions required to do job
 - Domain login warning notice
 - Email warning notification that a message has originated from outside the domain, MS 365
 - Laptop drive Encryption
- Hardware / Software trouble shooting and remediation, out of warranty replacement hardware billed separately.
- Microsoft Windows Server, Desktop, and Laptop Patch Management
- Firewall Firmware Management
- Monitor the performance and availability of designated systems, proactively and reactively address problems, maintain a log of activities.
- System services, disk usage, and memory allocation monitoring with proactive notifications of events
- Operating system updates and performance tuning
- Install and test any licensed software updates, releases, and patches provided by us and third parties.
- Provide periodic written and/or oral progress reports.
- Hardware and software inventory and lifecycle planning.
- Written Disaster Recovery, emergency response plan

LRC recommended Security structure.

To protect client with currently available security measures in the ever-changing threat landscape we recommend deploying the following security steps and applications to create a Zero trust environment. These protections have become standard requirements for cyber insurance carriers.

2 Factor authentication – Email, VPN, Server console

Two-factor authentication (2FA) is a method of verifying your identity online that adds an extra layer of security to your accounts. With 2FA, you need to provide something you know (such as a password) and something you have (such as a code sent to your phone) to access your account. This way, even if someone steals your password, they won't be able to log in without the second factor. 2FA can protect you from phishing, identity theft, and other cyberattacks that target your personal information.

8-character password for accounts using MFA and a 12-character password for accounts not using MFA.

Password complexity is a measure of how hard it is to guess or crack a password. The more complex a password is, the more secure it is. Password complexity depends on several factors, such as:

- The length of the password: longer passwords are harder to guess than shorter ones.
- The diversity of the characters: passwords that use a mix of uppercase and lowercase letters, numbers, symbols, and spaces are harder to guess than passwords that use only one type of character.
- The randomness of the characters: passwords that avoid common patterns, words, names, dates and phrases are harder to guess than passwords that use them.
- The uniqueness of the password: passwords that are not reused across different accounts or websites are harder to guess than passwords that are reused.

Password complexity is important because it helps protect your online accounts and personal information from unauthorized access. A complex password can prevent hackers from using brute force attacks, dictionary attacks, phishing attacks, and other methods to crack your password. Therefore, you should always choose a complex password that is easy for you to remember but hard for others to guess.

FortiGate UTM firewall at Perimeter, threat management, intrusion warning, VPN access

The FortiGate Firewall is a compact and cost-effective security appliance that delivers advanced threat protection for small and medium businesses. It integrates multiple security functions, such as firewall, intrusion prevention, web filtering, antivirus, application control, and more, into a single device that can be managed centrally. The FortiGate 40f Firewall also supports high-speed wired and wireless connectivity, enabling flexible deployment options for different network environments. With the FortiGate 40f Firewall, you can protect your network from cyberattacks and optimize your network performance without compromising on security.

Sentinel one EDR Threat management.

SentinelOne EDR is a comprehensive endpoint security solution that provides real-time threat detection and response capabilities, automated incident response, and forensic investigation capabilities. ActiveEDR, powered by SentinelOne's patented Storyline technology, provides analysts with real-time, actionable correlation and context and lets security analysts understand the full story of what happened in their environment. SentinelOne EDR is able to identify malicious acts in real time, automating the required responses and allowing easy threat hunting by searching on a single IOC.

ThreatLocker application whitelisting

ThreatLocker is a software solution that helps organizations control and monitor the applications that run on their endpoints. ThreatLocker uses a technique called application whitelisting, which means that only the applications that are explicitly allowed by the administrator can execute on the devices. This prevents unauthorized or malicious software from compromising the security and performance of the network. Application whitelisting is one of the most effective ways to protect against ransomware, zero-day attacks, and other advanced threats.

ThreatLocker Detect Threat management

ThreatLocker® Detect is a policy-based Endpoint Detection and Response (EDR) solution. As part of the ThreatLocker® Endpoint Protection Platform, it monitors for unusual events or Indicators of Compromise (IoCs) malicious acts in real time, automating the required responses and allowing easy threat hunting by searching on a single IOC.

*ThreatLocker MDR “Managed detection and Response” 24 * 7 “Security operations center Monitoring”*

ThreatLocker Protection is a cybersecurity solution that provides comprehensive and proactive defense against cyber threats. It combines advanced endpoint detection and response (EDR) technology, threat intelligence, and 24/7 security operations center (SOC) support to protect your network, devices, and data from malicious actors. With ThreatLocker MDR Protection, you can enjoy peace of mind knowing that your business is always secure and resilient.

Server Backups taken multiple times a day, N-Able Cove immutable cloud.

Cove backup is a service that allows you to securely store your data in the cloud and access it from any device. You can choose what files and folders you want to backup, and how often you want to sync them. Cove backup also lets you restore your data in case of accidental deletion, ransomware attack, or device failure. With Cove backup, you can have peace of mind that your data is safe and protected. Logs are monitored daily, any errors are investigated and resolved.

Datto backup deployed backing up Office 365 Environment

Datto SaaS backup for office 365 is a cloud-based solution that protects your data from accidental or malicious deletion, ransomware attacks, and other threats. It allows you to restore your data quickly and easily, with flexible recovery options and granular control. Datto SaaS backup for office 365 supports Exchange Online, SharePoint Online, OneDrive for Business, Teams, and Groups. You can manage your backups from a centralized web portal, with unlimited storage and retention.

DUO 2 Factor application for RDP connections and Server consoles

Duo RDP Protection is a security solution that protects remote desktop protocol (RDP) access to Windows servers and workstations. Duo RDP Protection adds two-factor authentication (2FA) to the RDP login process, preventing unauthorized users from gaining access to sensitive data and systems. Duo RDP Protection also provides granular policies and controls to enforce security best practices, such as limiting access by device, location, network, and time.

Microsoft Defender deployed in MS 365 environment and configured with best practice templates.

Defender for Microsoft Office 365 is a cloud-based security solution that protects your email, files, and data from cyber threats. Defender uses advanced artificial intelligence and machine learning to detect and block phishing, malware, ransomware, and other attacks.

*BlackPoint MDR “Managed detection and Response” 24 * 7 “Security operations center Monitoring”*

Blackpoint MDR Protection is a cybersecurity solution that provides comprehensive and proactive defense against cyber threats. It combines advanced endpoint detection and response (EDR) technology, threat intelligence, and 24/7 security operations center (SOC) support to protect your

network, devices, and data from malicious actors. With Blackpoint MDR Protection, you can enjoy peace of mind knowing that your business is always secure and resilient.

Penetration Testing

Network penetration testing is a process of evaluating the security of a network by simulating an attack from a malicious source. The main goal of network penetration testing is to identify vulnerabilities, weaknesses, and risks in the network infrastructure, devices, and applications that could be exploited by attackers. Network penetration testing also helps to assess the effectiveness of the existing security controls, policies, and procedures, and to provide recommendations for improvement. Network penetration testing can be performed internally or externally, depending on the scope and objectives of the test.

N-able Restore testing (VM of servers restored to for testing backup integrity)

An additional layer to the cove backup, cove can run a restore simulation of the cloud backup, boot up the server in their environment to confirm integrity of the backups, this will be done bi-weekly with email confirmation. The restore email will include the time to restore, this is done in a datacenter environment, restoring data from the cloud will take longer within different environments based on network speeds.

Cyber Security Training

Cyberguard 360 is a company that offers security training for businesses and individuals who want to protect themselves from cyber threats. The training covers topics such as phishing, ransomware, malware, social engineering, and more. The training also teaches how to use the Cyberguard 360 platform, which is a suite of tools and services that help detect, prevent, and respond to cyberattacks. The training is delivered online, on-demand, and at various levels of difficulty. By completing the Cyberguard 360 security training, you can gain valuable skills and knowledge that will help you safeguard your data and devices from hackers and cybercriminals. *Dark Web monitoring for breeched credentials*

The dark web is a hidden part of the internet where cybercriminals can buy and sell stolen personal information, such as usernames, passwords, credit card numbers, and more. If your credentials are exposed on the dark web, you could be at risk of identity theft, fraud, or other cyberattacks. That's why you need dark web monitoring, a service that scans the dark web for your information and alerts you if it finds a match. Dark web monitoring can help you protect your online accounts, your financial security, and your reputation. By knowing if your credentials are compromised, you can take action to change your passwords, freeze your credit, or contact the authorities. Dark web monitoring is an essential tool for anyone who cares about their online safety and privacy.

Password Management "Passportal"

Passportal Password Management is a cloud-based solution that helps businesses and individuals manage their passwords securely and efficiently. With Passportal, you can create, store, and share passwords across devices and platforms, as well as generate strong and unique passwords for each account. Passportal also offers features such as password expiration, audit logs, role-based access, and multifactor authentication to enhance your password security and compliance. Passportal Password Management is easy to use, affordable, and reliable, making it a smart choice for anyone who wants to protect their online identity and data.

Client has agreed to the following checked items.

x = approved by client.

X - 2 Factor authentication – Email, VPN, Server console

X - 8-character password for accounts using MFA and a 12-character password for accounts not using MFA.

X - FortiGate UTM firewall at Perimeter, threat management, intrusion warning, VPN access

Town Hall, PD and FD

X - Sentinel one EDR Threat management.

Town of Moultonborough Statement of Work.

X - ThreatLocker application whitelisting
 ThreatLocker Detect Threat management
 ThreatLocker MDR "Managed detection and Response" 24 * 7 "Security operations center Monitoring"
 X - Server Backups taken 4 or more times a day, N-Able Cove immutable cloud.
 Datto backup deployed backing up Office 365 Environment
 X - DUO 2 Factor application for RDP connections and Server consoles
 X - Microsoft Defender deployed in MS 365 environment and configured with best practice templates.
 X - BlackPoint MDR "Managed detection and Response" 24 * 7 "Security operations center Monitoring"
 X - Penetration Testing - Annually
 X - Cove Bi-Weekly backup restore testing.
 X - Security Training
 X - Dark Web monitoring for breached credentials
 Password Management "Passportal"

2. Deliverables Description

The Deliverables to be provided are: Ongoing system services and SaaS application licenses, kept current, the qty will change as users are added or removed, or the number of systems change.

Technology and security evolution may require product changes over the course of this SOW, such changes when advised by MSP will not be put into place until authorized by client.

3. Delivery terms are: *Ongoing basis, regular services hours are 8:00 – 5:00 M-F Technician on duty for remote service Saturday's 9 – 5 included in this SOW.*

4. SOW Cgdi3f0654t Terms

- 4.1 *Ticket resolution will be handled as quickly as possible started within 4 hours maximum of the creation of the trouble ticket during regular service hours, unless otherwise instructed by the client.*
- 4.2 *In the event that critical onsite support is needed, a Lakes Region Computer, LLC. Support Professional will be on premise ASAP within 4 hours maximum of the creation of the trouble ticket during regular service hours, unless otherwise instructed by the client.*
- 4.3 *System Software Patches, security and firmware updates will be performed outside of Business hours 6:00 PM and 6:00 AM included in this Statement of Work*
- 4.4 *Network health status reports.*
- 4.5 *Covered Locations Town of Moultonborough, Town Hall, and Clerk offices – Police Department – Fire Department & Neck Station – Rec Department - DPW*
- 4.6 *Agreement commencement date 7/1/24 - 6/30/25 "2 or 3-year option available"*
- 4.7 *Emergency service outside of regular business hours may be billed @ \$175 hr.*

4.8 Client Contacts *Charlie Smith, Peter Beede, David Bengston*

5. Service and Fee Schedule

5.1 You agree to pay the amounts reflected in the 2024 approved budget for the Services provided by MSP and according to any payment terms stated in the Quote.

5.2 Unless stated otherwise in the Quote, *Services will be billed on the 1st of the month following the month in which the Services were provided.*

5.3 Unless stated otherwise in the Quote, *Service terms Net 30*

6. Products Included (Hardware and/or Software)

6.1 *Software service licenses provided as needed for security and user productivity.*

7. Third Party Providers(s)

To enhance the services deliverables provided by MSP the MSP may utilize third party providers for certain services. In addition to the MSP, client may be legally bound to the third-party provider's terms and conditions and any other agreements and documents presented by the third-party provider that are required to provide the services, each as amended by the third-party provider from time to time. Provider name and Terms and Conditions if any are included via link or attached in exhibit A- Third Party Provider Terms and Conditions.

7.1 Microsoft 365 NCE Terms and Conditions

NCE license options, currently in Annual billed monthly option, renewal date "MS365 Date"

This SOW No. Cgdi3f0654t is effective only upon execution by MSP and Client. Each party hereto warrants and represents that this SOW No. Cgdi3f0654t, the Agreement constitute the legal, valid, and binding obligation of such party as of the SOW Effective Date.

MSP: Lakes Region Computer

Client: Town of Moultonborough

Signature: _____

Signature: _____

Name: Thomas C Sawyer JR

Name: _____

Title: Owner

Title: _____

Date: _____

Date: _____



LAKES REGION COMPUTER

Services Agreement

1. This Services Agreement and its terms ("Terms") apply to Your purchases from Lakes Region Computer LLC ("MSP," "We," "Our," or "Us") of services ("**Services**"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "**Products**"). Services and Products are sometimes referred to collectively as "Services". You, the Client identified in a Statement of Work, hereby engage and retain MSP to render Services or provide Products, as more particularly set forth in the "**Statement of Work**" or "**SOW**", or subsequent Statements of Work, or any work order as agreed among the Parties (each a "Work Order") under such SOW. You agree to pay fees and other consideration set forth in signed SOWs. We will only provide the Services set forth in an SOW; work outside of SOWs will be considered projects or time and materials services that will be quoted and billed as separate services at Our then-current hourly rates. Except as otherwise stated therein, subsequent SOWs or Work Orders shall be made a part of and subject to the terms contained herein. No Products or Services will be provided under these Terms alone but will require the execution of a written or electronic SOW, or other mutually acceptable Work Order documentation, each of which must be executed by both Parties and, upon such execution, is deemed incorporated in these Terms for all purposes. In the event of any conflict between the Statement of Work and these Terms, the terms of the Statement of Work will prevail over these Terms.

2. GENERAL REQUIREMENTS & CONDITIONS.

2.1 **System.** For the purposes of these Terms, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by MSP pursuant to an SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW You agree to refrain from modifying or moving the System, or installing software on the System, unless MSP expressly authorizes such activity. MSP will not be held responsible or liable for changes made by You without authorization.

2.2 **Maintenance; Updates.** If patches and other software-related maintenance updates ("Update(s)") are provided under a SOW, MSP will install the Updates only if MSP has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. MSP will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturers or applicable vendor's instructions.

2.3 **Third-Party Service Providers.** "Third-Party Service Providers" means Services provided by an entity or a Party other than the MSP in fulfillment of the SOW requirements whose terms and conditions MSP and You may be legally bound.

Your right to use the Third-Party Services is subject to Your Agreement with us, and to Your understanding of, compliance with and consent to these Terms and conditions of any Third-Party agreements, which MSP does not have authority to vary, alter or amend.

Therefore, MSP may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with these Terms. MSP will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Service Provider to You. The Third-Party Provider may require the MSP to sign a contract with the Third-Party Provider for its services ("Third-Party Contract") and the terms of the Third-Party Contract may require certain conditions and requirements upon You. Access to the terms and conditions of any such Third-Party Contract(s) will be provided to You or attached to the SOW which identifies the Third-

Party Service Provider. You hereby agree to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which You have consented MSP to contract upon its behalf. A link to Third-Party Provider terms and conditions can be found at our website and/or SOW as applicable.

2.4 Third-Party Product Vendors- “Third-Party Product Vendors” means machinery, equipment and/or products inclusive of component parts purchased from vendors in fulfillment of the SOW requirements.

MSP does not own certain Third-Party Products and the use thereof is subject to certain rights and limitations of which we need to inform You. Your right to use the Third-Party Products is subject to Your Agreement with us, and to Your understanding of, compliance with and consent to these Terms and conditions of the Third-Party agreements, which MSP does not have authority to vary, alter or amend.

MSP will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Product Vendor to You, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and MSP will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Product. The Third-Party Product Vendor may require the MSP to sign a contract with the Third-Party Product Vendor for its products (“Third-Party Contract”) and the terms of the Third-Party Contract may require certain conditions and requirements upon You. Access to the terms and conditions of any such Third-Party Contract(s) will be provided to You or attached to the SOW which identifies the Third-Party. You hereby agree to review all Third-Party Terms and Conditions, and consent to those Third-Party Terms and Conditions which You have consented MSP to contract upon its behalf. A link to Third-Party Product Vendor terms and conditions can be found at our website and/or SOW as applicable.

2.5 Third-Party Support. If, in MSP’s discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on Your behalf and pass through to You, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$100, MSP will obtain Your permission before incurring such expenses on Your behalf unless exigent circumstances require otherwise.

2.6 Subcontractors. “Subcontractors” means third-party to whom MSP contracts to provide specified services to complete the services indicated in the applicable SOW.

2.7 Conditions of Service. Your System is eligible for provision of MSP’s Services as outlined in the SOW or other contractual documents, provided the System is in good condition and MSP’s serviceability requirements and site environmental conditions are met:

- 2.7.1 You shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by MSP’s representatives.
- 2.7.2 MSP’s representatives shall have, and You shall provide full access to the System in order to affect the necessary monitoring and/or supplemental services.
- 2.7.3 MSP reserves the right to suspend or terminate these Terms or any SOW if, in its sole discretion, conditions at the service site pose a health or safety threat to any of MSP’s representatives.
- 2.7.4 All equipment, software and licensing to be supported by MSP pursuant to these Terms, must be supportable by MSP and subject to patching, security updates, and manufacturer provided support.

It is the responsibility of You to promptly notify MSP of any events/incidents that could impact the Services defined within these Terms and/or any supplemental service needs.

MSP shall provide Services as defined in these Terms during MSP's regular business hours, unless otherwise specified in any subsequent SOW, or other contract documents, and in accordance with MSP's IT Service policies then in effect.

You agree that You will inform MSP prior to MSP making any modification, installation, or service performed on the Network by individuals not employed by MSP in order to assist MSP in providing an efficient and effective Network support response.

Only representatives authorized by MSP will be eligible to access and service Your network. Any unauthorized access or service conducted on the network without the explicit consent of MSP which results in negative network performance will not be covered by the monthly plan fee as documented in the SOW or other contract documents and will be billed according to MSP's labor rates as outlined in the SOW.

MSP shall be obligated to provide Service only at the Service Site(s) as outlined in the SOW. If You desire to relocate, add or remove locations, You shall give appropriate notice to MSP of Your intention to relocate sixty (60) days in advance. MSP reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by You. Such right includes the right to refuse service at the relocation and/or new site.

It is mutually agreed that MSP will have no responsibility for any deficiencies in the System until the MSP has had a reasonable opportunity to conduct a review the current System and to provide You with Our recommendations and You have accepted and implemented same.

2.8 Service Limitations. In addition to other limitations and conditions set forth in these Terms, the following service and support limitations are expressed:

- 2.8.1 Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this Agreement. MSP will provide consultative specification, sourcing guidance and/or time and material/project offerings.
- 2.8.2 Any unauthorized changes made to the network without MSP's written consent which causes issues or failures to the network, are beyond the responsibility of MSP and You agree to pay the full cost to restore the network to its original state.
- 2.8.3 Except as otherwise stated in any SOW, all Server, Network Device and Software upgrades are outside the scope of this Agreement.
- 2.8.4 Manufacturer warranted parts and labor/services are outside the scope of these Terms.
- 2.8.5 Unless specifically agreed to and stated in any subsequent SOW or other contract documents, all equipment that is not currently covered by its manufacturer's warranty or support agreement is outside the scope of these Terms.
- 2.8.6 Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes.
- 2.8.7 Application software support is limited to the manufacturer's products listed in the SOW and/or other contract documents including any and all third-party user agreements.
- 2.8.8 Printer maintenance support is limited to services listed in the SOW and/or other contract documents.

- 2.8.9 Virus mitigation within the scope of these Terms is predicated on You satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates. Virus removal and disinfection services, if any, will be outlined in full detail in the SOW and/or other contract documents.
- 2.8.10 Restoration of lost data caused by systems/hardware failure is outside the scope of these Terms, unless otherwise stated in the SOW and/or other contract documents.
- 2.8.11 These Terms and support services herein are contingent on Your permitting MSP to have secure remote access into Your Network. Depending on the remote access solution used, additional charges may apply.

2.9 Onboarding Process. You acknowledge and agree that MSP will have no responsibility for any deficiencies in the current operating systems and infrastructure until the MSP has had a reasonable opportunity to conduct a review the current system and to provide You with its recommendations and You have accepted and implemented same.

2.10 Offboarding Process. In the event of termination of Services by either party, MSP will make reasonable accommodations to transfer Your account to Your new managed service provider or other authorized agent (the “**Onboarding Provider**”). You shall indemnify and hold harmless MSP, its Contracted Subcontractors and their respective directors, officers, employees, consultants and agents for any claims or losses resulting from the activities of You or the Onboarding Provider during the transition period from MSP to the Onboarding Provider, inclusive of when You obtain access to all super administrator accounts of their infrastructure.

2.11 Term and Termination. The initial term for these Terms will commence upon the signing by both Parties and will continue for one year. These Terms will renew automatically upon each subsequent anniversary unless one Party notifies the other in writing at least sixty days prior to the expiration of the then-current term of its intention to terminate, or, these Terms are terminated in accordance with the provisions below.

MSP may terminate these Terms and any applicable SOWs effective immediately upon the occurrence of any of the following events or other events deemed by MSP warrant termination:

- a. Breach of any of the provisions of these Terms or any SOWs;
- b. Your insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- c. Your failure to make payments to MSP within seven days of when they are due.

You may terminate these Terms if MSP breaches a material provision of these Terms or any applicable SOW and fails to cure such breach within sixty days of receiving written notice from You specifying the breach.

Upon termination, You remain obligated to pay any amounts owed to MSP for Services provided prior to the effective date of the termination. Upon termination, MSP will cease to provide the Services.

3. RESPONSE; REPORTING.

3.1. Response. MSP warrants and represents that We will provide the Services, and respond to any notification received by Us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in the applicable SOW (“Response Time”), except for (i) periods of delay caused by Your Downtime (defined below), Vendor-Side Downtime (defined below) or (ii) periods in which We are required to suspend the Services to

protect the security or integrity of your System or Our equipment or network, or (iii) delays caused by a force majeure event.

3.2. Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by Us which will not occur between the MSP's normal business hours of 7:00 AM and 6:00 PM Monday through Friday without Your authorization or unless exigent circumstances exist, during which time We will perform scheduled maintenance or adjustments to Your network. We will use Our best efforts to provide You with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

3.3. Your Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Your actions or omissions ("Your Downtime").

3.4. Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third-party service providers, third-party licensors, or "upstream" service or product vendors.

4. CONFIDENTIALITY AND NON-DISCLOSURE.

4.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

4.2 Your Confidential Information shall include any personally identifiable information or protected health information of Your employees, Your customers, and Your Data. You acknowledge and agree that these Terms do not constitute a Business Associates Agreement ("BAA") as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA; Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996, and as amended), and that the requirement for any such agreement in addition to these Terms may be necessary to provide the Services hereunder. You shall be solely responsible for the consequences, if any, of moving forward with the Services hereunder without such a BAA and shall be the sole judge of the necessity for a BAA in addition to these Terms. Furthermore, You hereby agree to defend, indemnify and hold harmless MSP and any affiliated company, and our respective present and former shareholders, officers, directors and employees and our attorneys and agents, and our predecessors, successors, insurers, assigns, heirs, executors and administrators (collectively referred to as the "Indemnitee"), from and against any and all claims, demands, causes of action, actions, judgments, liabilities, losses, costs and expenses, including attorneys' fees and costs, as they occur, brought against, imposed upon, or incurred or suffered by, the Indemnitee which in any way relate to the failure of You to comply with these Terms in proper handling of protected health information not caused by MSP's negligence and/or due to the absence of any necessary BAA, or failing to notify MSP of the necessity of same.

4.3 Confidential Information (other than Your Data) shall not include any information that:

- (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
- (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,

- (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or
- (iv) was independently developed by the Receiving Party.

4.4 Protection of Confidential Information. The Receiving Party shall:

- (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care,
- (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and
- (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, subcontractors and agents who need such access for purposes consistent with this Agreement.

4.5 Non-disclosure. Neither Party shall disclose Confidential Information to any third-party other than its affiliates, legal counsel, and accountants without the other Party's prior written consent. You agree to secure promises of confidentiality from any employees of subcontractors that gain access to Our Confidential Information and You agree to be responsible for any breach of confidentiality by Your employees or subcontractors.

You agree that a breach of the obligations of confidentiality will result in immediate and irreparable injury and harm to MSP. In such event, MSP shall have the right to immediately terminate these Terms and to obtain an injunction, specific performance, or other equitable relief to prevent the violation of the obligation; provided, however, that this shall in no way limit any other remedies which MSP may have including, without limitation, the right to seek monetary damages.

4.6 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law including but not limited to RSA 91-A, to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

4.8 Compensation for Compelled Disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a Party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

4.9 Return or Destruction of Confidential Information. Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (a) required by applicable law or (b) it would be unreasonably burdensome to destroy. In the event that return, or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of these Terms to the retained Confidential Information.

5. PROVISION OF MATERIALS AND SERVICES TO MSP. You agree to timely furnish, at Your own expense, all personnel, all necessary computer hardware, software and related materials and

appropriate and safe workspaces for purposes of MSP or its contracted subcontractors, performing the Services. Client will also provide MSP or its contracted subcontractors, with access to all information, passwords and facilities requested by MSP that is necessary for MSP or its contracted subcontractors, to perform the Services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, You understand that MSP or its contracted subcontractors, may be unable to perform their duties adequately.

6. RESPONSIBILITY FOR SYSTEM. You acknowledge that from time to time (a) MSP may identify additional items that need to be purchased by You, and (b) changes in Your system may be required in order for MSP to meet Your requirements. In connection therewith, You agree to work in good faith with MSP to effectuate such purchases or changes, and such changes shall be set forth in a Change Order under the then current SOW. In the event that MSP is required to purchase any assets, including computer hardware and/or software, in connection with MSP providing the Services, all such assets will remain the sole property of MSP, except that assets sold by MSP to You or procured by MSP on Your behalf shall be the sole property of You. You will take such reasonable precautions to ensure the quality, completeness and workmanship of any item or service furnished by You, and for ensuring that the materials provided to MSP or its contracted subcontractors, do not infringe or violate the rights of any third-party. Unless otherwise specified in the Scope of Work and/or other contract documents the MSP will not provide any type of backup of Your data. You will maintain adequate backup for all data and other items furnished to MSP.

7. CLIENT DATA OWNERSHIP AND RESPONSIBILITY. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary submitted by You to MSP. You represent and warrant that you have sufficient rights to submit the data to MSP.

8. INTELLECTUAL PROPERTY. MSP retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Services according to these Terms, as well as any software, materials, or methods created prior to or after conclusion of any work "Intellectual Property". You acquire no right or interest in any such intellectual property, by virtue of these Terms or the work performed under these Terms.

8.1. You may only use and disclose Intellectual Property in accordance with the terms of these Terms and applicable SOWs and/or other contract documents. MSP reserves all rights in and to the Intellectual Property not expressly granted by these Terms. You may not disassemble or reverse engineer any Intellectual Property or decompile or otherwise attempt to derive any software source code within the Intellectual Property from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third-party with the results of any functional evaluation, or benchmarking or performance tests on the Intellectual Property, without MSP's prior written approval. Except as expressly authorized in these Terms or an SOW and/or other contract documents, You may not (a) distribute the Intellectual Property to any third-party (whether by rental, lease, sublicense or other transfer), or (b) operate the Intellectual Property in an outsourcing or MSP business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Intellectual Property - applicable installation instructions or release notes will contain the relevant details.

8.2. License Agreements.

(a) License. Subject to these Terms, MSP grants You a perpetual, non-exclusive, non-transferable license to use all programming, documentation, reports, and any other product

provided as part of the Services solely for Your own internal use. At all times, all software on the System must be genuine and licensed, and You agree to provide us with proof of such licensing upon our request. If MSP requires You to implement certain minimum hardware or software requirements (“Minimum Requirements”), You agree to do so as an ongoing requirement of MSP providing our Services to You.

(b) Software Installation or Replication. If MSP is required to install or replicate Your software as part of the Services, You will independently verify that all such software is properly licensed. Your act of providing any software to MSP will be deemed Your affirmative acknowledgement to MSP that You have a valid license that permits MSP to perform the Services related thereto. In addition, You will retain the duty and obligation to monitor Your equipment for the installation of unlicensed software unless MSP in a SOW expressly agrees to conduct such monitoring.

(c) Pre-Existing License Agreements. Any software product provided to You by MSP as a reseller for a third-party, which is licensed to You under a separate software license agreement with such third-party, will continue to be governed by the third-party license agreement.

(d) EULA. Portions of the Services may require You to accept the terms of one or more third-party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to You, then You hereby grant MSP permission to accept the EULA on Your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in these Terms. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, MSP is required to comply with a third-party EULA and the third-party EULA is modified or amended, MSP reserves the right to modify or amend any applicable SOW with You to ensure our continued compliance with the terms of the third-party EULA.

You agree to hold harmless, defend, and indemnify MSP against Your violation of any of the terms and conditions included in the subject EULA.

8.3. Third-Party Products. Unless otherwise stated in an SOW, all hardware, software, peripherals or accessories purchased through MSP (“Third-Party Products”) are nonrefundable once the applicable SOW is placed in our queue for delivery. MSP will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to You, but MSP will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and MSP will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-Party Products. Unless otherwise expressly stated in an SOW, all Third-Party Products are provided “as is” and without any warranty whatsoever as between MSP and You (including but not limited to implied warranties).

9. WORKING ENVIRONMENT. You shall provide a suitable working environment for any System located at Your facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. You shall bear the risk of loss of any Equipment located at Your facility.

10. MSP’S EMPLOYEE’S, AGENTS OR SUBCONTRACTORS. You acknowledge that MSP has incurred substantial recruitment, screening, training, and administrative expenses with respect to its agents, including its employees, vendors and independent subcontractors. From the Effective Date and for one (1) calendar year after the date of termination the last SOW, You shall not, directly or indirectly, solicit, hire,

contract with, or otherwise induce to cease employment with MSP any of the MSP's employees, agents or subcontractors who have communicated with and/or worked on any Service for You.

11. WARRANTY. MSP warrants that it or its contracted subcontractors, will perform the Services substantially in accordance with the specifications set forth whether under these Terms, SOW, and/or other contract documents or otherwise in connection with any of them. For any breach of the foregoing warranty, MSP or its contracted subcontractors, will exercise commercially reasonable efforts to re-perform any non-conforming Services that were performed within the ten (10) business day period immediately preceding the date of Your written notice to MSP specifying in reasonable detail such non-conformance. Your failure to provide notice of non-conforming Services within ten (10) days of delivery of those Services constitutes a waiver of any applicable warranty. If MSP concludes that conformance is impracticable, then MSP will refund all fees paid by You to MSP, if any, allocable to such nonconforming Services. The terms of this paragraph are Your sole and exclusive remedy for any breach of warranty by MSP.

Notwithstanding any provision to the contrary in these Terms, any warranty offered and provided directly by MSP Product shall be deemed null and void if the applicable Product is (i) altered, modified or repaired by persons other than MSP, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by MSP (ii) misused, abused, or not operated in accordance with the specifications of MSP or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than MSP or persons approved or designated by MSP.

Notwithstanding the above, MSP does not warrant its Products or Services beyond a reasonable standard or skill consistent with industry standards generally prevailing among contractors providing similar services at the time. MSP does not guarantee or promise any cost savings, profits, or returns on investment.

12. SOFTWARE HARDWARE & SECURITY. You understand and agree that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure You must maintain proper security for Your computer and information system including software and hardware updates. You will adhere to software and hardware updates and maintain specific security standards, policies, procedures set forth by the NIST Cybersecurity Framework available at <https://www.nist.gov/cyberframework>.

13. CLIENT CYBER SECURITY. It is understood that within the Services provided it is not the intent, nor does the MSP provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threats for You unless otherwise specified in the Scope of Work or other contract documents. As cyber threats are always evolving it is strongly recommended that You engage the services of a cyber protection third-party vendor to monitor the cyber controls and cyber activities in Your System.

14. LIMITATION OF LIABILITY. In no event, including the negligent act or omission on its part, shall MSP or its contracted subcontractors, whether under these Terms, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable.

15. RELEASE WITH LIMITATION OF LIABILITY. THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THESE TERMS OR ANY SOW AND IS A BARGAINED-FOR

AND MATERIAL PART OF THESE TERMS. YOU ACKNOWLEDGE AND AGREE THAT MSP WOULD NOT ENTER INTO THESE TERMS UNLESS IT COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH. YOU AND ANY OF YOUR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASOR PARTIES") AGREE TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE NOTED IN THESE TERMS, TO RELEASE MSP AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. MSP'S AGGREGATE LIABILITY RELATING TO ANY OF THE SERVICES, REGARDLESS OF THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO MSP IN THE TWELVE MONTHS PRIOR TO THE DATE OF THE OCCURRENCE GIVING RISE TO THE CLAIM OR LOSS. MSP SHALL NOT BE LIABLE TO YOU FOR ANY DELAY IN DELIVERY OR PERFORMANCE, OR FAILURE TO DELIVER OR PERFORM AT OR WITHIN THE DEADLINES SET FORTH IN THESE TERMS OR ANY SOW.

16. MUTUAL INDEMNIFICATION AND HOLD HARMLESS. EACH PARTY AGREES TO THE FULLEST EXTENT PERMITTED BY LAW SHALL AT ALL TIMES DEFEND, INDEMNIFY, PAY, SAVE AND HOLD THE OTHER PARTIES AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, NOMINEES, SUBCONTRACTORS, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "MUTUALLY INDEMNIFIED PARTIES") HARMLESS FROM EACH AND ANY AND ALL LIABILITIES, DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES), COSTS, EXPENSES, SUITS, CIVIL OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING, LOSSES, CLAIMS, ACTIONS, VIOLATIONS, FINES AND PENALTIES (INCLUDING WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND ANY OTHER REASONABLE COSTS OF LITIGATION) (HEREINAFTER COLLECTIVELY, THE "CLAIMS") THAT ANY OF THE MUTUALLY INDEMNIFIED PARTIES MAY SUFFER, SUSTAIN OR INCUR TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUTUALLY INDEMNIFIED PARTIES ARISING OUT OF THESE TERMS.

THE PRECEDING INDEMNIFICATION OBLIGATIONS ARE CONDITIONED ON THE INDEMNIFIED PARTIES: (I) NOTIFYING THE INDEMNIFYING PARTY PROMPTLY IN WRITING OF SUCH ACTION; (II) REASONABLY COOPERATING AND ASSISTING IN SUCH DEFENSE; AND (III) GIVING SOLE CONTROL OF THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS TO THE INDEMNIFYING PARTY WITH THE UNDERSTANDING THAT THE INDEMNIFYING PARTY MAY NOT SETTLE ANY CLAIM IN A MANNER THAT ADMITS GUILT OR OTHERWISE PREJUDICES THE INDEMNIFIED PARTY, WITHOUT CONSENT. THE OBLIGATIONS OF THIS SECTION OF THESE TERMS SURVIVE THEIR TERMINATION.

17. MSP INSURANCE. MSP agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by these Terms and by law. MSP will maintain at its own sole cost and expense at least the following insurance covering its obligations under these Terms: (a) Commercial General Liability

including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; (b) Business Automobile Liability for hired and non-owned vehicles in an amount of not less than One Million Dollars (\$1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000). MSP shall have You, your officials, agents, volunteers, and employees included in the General and Professional Liability policy as an additional insured. Such status will provide protection, subject to the policy terms and conditions, where liability is imposed on You as a result of the wrongful act of MSP.

18. YOUR INSURANCE.

18.1. Commercial Property Insurance. You shall secure at Your own cost and expense Property Insurance for Your equipment and the System used in connection with the Services provided under these Terms.

18.2. Cyber Insurance. You shall secure at Your own cost and maintain for the duration of these Terms Cyber Liability Insurance to insure Your cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine Your specific coverage and policy limit requirements.

18.3. Mutual Waiver of Subrogation. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE NOT COVERED BY THE WORKERS COMPENSATION (TO THE EXTENT PERMITTED BY LAW) AND EMPLOYERS LIABILITY, PROFESSIONAL LIABILITY, GENERAL LIABILITY, PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD MSP ITS SUBCONTRACTORS AND/OR THIRD-PARTY SERVICE PROVIDERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT YOUR INSURANCE POLICIES REFERENCED ABOVE PROVIDE FOR THE WAIVER OF SUBROGATION INCLUDED IN THE TERMS OF SERVICE.

19. DISCLAIMERS. The express remedies set forth in these Terms will constitute Your exclusive remedies, and MSP's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

EXCEPT FOR THE WARRANTIES MADE BY MSP IN SECTION 11, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." MSP DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

MSP DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY OF YOUR REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT YOU MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE,

OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO YOU, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

No statement by any MSP employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify these Terms in any way whatsoever.

20. SEVERABILITY. If any provision of these Terms is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of these Terms shall not render invalid the remainder of the Terms.

21. AMENDMENT. These Terms may not be amended except by a writing executed by an authorized individual of the MSP.

22. RELATIONSHIP. The Parties are independent parties; and these Terms do not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture. It is further understood that there is no relationship, including but not limited to a partnership, joint venture, subcontractor, or other commission-based relationship, between any party that referred MSP or Client to the other party to these Terms.

23. LAW AND FORUM SELECTION. These Terms the Parties' relationship shall be governed by and construed in accordance with the laws of the State of New Hampshire without reference to principles of conflicts of laws. Any disputes between the Parties will be litigated solely and exclusively in a court of competent jurisdiction in the State of New Hampshire and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New Hampshire.

24. DISPUTE RESOLUTION. You agree that in addition to any other remedies, that You will pay MSP for all out of pocket expenses and costs incurred and any attorneys' fees incurred in any litigation between the Parties.

25. WAIVER. Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

26. FORCE MAJEURE. Neither party will be liable to the other party for delays or failures to perform its obligations under these Terms or subsequent SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, pandemic, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware solution, or if such loss, delay or failure to perform was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God, national or global pandemic, or other physical event and civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological

purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

27. DATA ACCESS/STORAGE. Depending on the Service provided, a portion of Your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify MSP if Your company requires MSP to modify Our standard access or storage procedures.

28. ASSIGNMENT. Neither party may assign its rights or obligations under these Terms without the other party's prior written consent, which shall not be unreasonably withheld.

29. COUNTERPART AND ELECTRONIC SIGNATURES. These Terms must be executed as part of Your SOW and by agreeing to the SOW and initializing the SOW that you have read and understood these Terms, these Terms are now part of, and integrated into, the SOW, and each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Your electronic signature on the SOW shall have the same validity and effect as a signature affixed by Your hand.

30. ENTIRE AGREEMENT. These Terms, the SOW, and any subsequent SOWs constitute the entire agreement by and between the Parties regarding the subject matter contained therein and supersedes all prior and contemporaneous undertakings and agreements of the Parties, whether written or oral, with respect to such subject matter. Any and all other agreements between the Parties is subject to paragraph 1 above.



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Board of Selectmen Agenda Report

Date: 6/17/2024

To: Board of Selectmen

From: Human Resources

Subject: Policy updates currently in progress

Background:

Primex recommended Policy updates:

1. Safety Program – This needs to be reviewed annually and signed off on by the Board. This program is currently being reviewed by JLMC for current updates needed.
2. Harassment Policy – This needs to be reviewed and updated every 3 years, or when there are recommended changes.

Personnel Policy updates:

3. Worker's Compensation Policy – this needs to be brought up to date with current practice.
4. Seat Belt Policy – needs updating.
5. Earned time/Accrual Leave/hours worked.
6. Police SOP Dirago policies, Critical Incident Stress Management, and Temp Light Duty, under review with legal.