

**Town of Moultonborough
Board of Selectmen
Meeting Agenda
Tuesday, June 17, 2025
5:00 P.M.
6 Holland St. Moultonborough, NH**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. REVIEW / APPROVAL OF MINUTES**
 - A. 6/3/25 + 5/21/25, 5/23/25, 5/28/25, 6/3/25 NP
- IV. CONSENT AGENDA**
 - A. Cemetery Purchase: Middle Neck Cemetery Lots #193A & 193B
 - B. Cemetery Purchase: Middle Neck Cemetery Lot #319B
 - C. Cemetery Purchase: Shannon Cemetery Lot #221
- V. NEW BUSINESS**
 - A. Action Re: Appointment of Select Board Members to the Hazard Mitigation Committee: (1) Member & (1) Alternate Member [& others as needed]
 - B. Discussion Re: SWEPT Update (K. Quinlan)
 - C. Action Re: Moultonborough Town Clerk
 - i. Warrant for Unlicensed Dogs
 - D. Action Re: Application for a Permit to Conduct a Raffle
 - i. Loon Preservation Committee, drawing on November 29, 2025 @ 2pm
 - E. Action Re: Function Hall Policy
 - F. Action Re: Report of Police Chief Re: Recruitment
 - G. Action Re: FY'26 Position Classification Schedule
 - H. Action Re: Town Administrator Update
 - I. Action Re: Contract Modification Re: Interim Town Administrator Update
- VI. OLD BUSINESS**
- VII. OTHER BUSINESS**
- VIII. CITIZEN INPUT**
- IX. NON-PUBLIC SESSION**
 - A. RSA 91-A: 3, II (b,c)
- X. ADJOURNMENT**

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

**Town of Moultonborough
Board of Selectmen
June 3, 2025**

MEETING MINUTES

Present: Chairman of the Board Kevin D. Quinlan and members present were Selectman Jonathan W. Tolman, Selectman Karel A. Crawford (arrived at 5:12 PM), Selectman James F. Gray, Selectman Charles M. McGee. Interim Town Administrator, Carter Terenzini, Executive Assistant, Alison Kepple.

I. CALL TO ORDER:

Chairman of the Board called the meeting to order at 5:00 p.m.

II. PLEDGE OF ALLEGIANCE:

The Board recited the Pledge of Allegiance.

III. REVIEW APPROVAL OF MINUTES:

A. May 20, 2025, Public and Non-Public Minutes

Motion: Selectman Gray

To approve the minutes of 5/20/25 and 5/20/25 NP

Seconded: Selectman McGee

Vote: 4-0

Motion passed.

IV. CONSENT AGENDA:

A. PA-29 NH Department of Revenue Administration Form(s)

a. Charitable Exemption(s)

B. Certification of Yield Taxes Assessed and Yield Tax Levy Form

C. Cemetery Purchase: Shannon Cemetery, Lots 379 and 380

D. Personnel Action Form

E. NEPBA LOCAL 52 Moultonborough PBA Amendment #1

F. Disposal Agreement: 63 Hayes Lane

Motion: Selectman McGee

To approve the Consent Agenda.

Seconded: Selectman Gray

Vote: 4-0

Motion passed.

V. NEW BUSINESS:

A. Action Re: Application for Permit to Conduct a Raffle

i. Winnipesaukee Sportsman's Club LLC, 10/13/25, 4:00pm (3 permits)

Motion: Selectman Tolman

To approve the raffle permit for Winnipesaukee Sportsman's Club LLC, 10/13/25, 4:00pm (3 permits).

Seconded: Selectman McGee.

Vote: 4-0

Motion passed.

ii. Great Waters Summer Concerts: Castle in the Clouds Great Waters Tent at each show at 7:30 pm on 7/12, 7/18, 8/2, 8/9, 8/23

Motion: Selectman Gray

To approve the raffle permit for Great Waters Summer Concerts: Castle in the Clouds Great Waters Tent at each show at 7:30 pm on 7/12, 7/18, 8/2, 8/9, 8/23.

Seconded: Selectman McGee

Vote: 4-0

Motion passed.

B. Action Re: Temporary Use Permit: Commercial Use

i. Buckey's Restaurant and Tavern: Bike Week Tent Permit

Motion: Selectman Tolman

To approve the Temporary Use Permit for Buckey's Restaurant June 13 - 23.

Seconded: Selectman Gray.

Vote: 4-0

Motion passed.

C. Action Re: NH Boat Museum Request

Fundraiser Bar Service for an event on June 20, 2025

Motion: Selectmen Tolman

To authorize the Town Administrator to send a letter of support.

Seconded: Selectman Gray.

Vote: 4-0

Motion passed.

D. Action Re: Set Public Hearing Re: Dock and Fishing Tournament Fees

Motion: Selectman Tolman

To schedule a public hearing on July 15, 2025, for dock rental and fishing derby.

Seconded: Selectman McGee.

Vote: 4-0

Motion passed.

E. Action Re: Public Safety Building Pole Barn

Discussion on combining projects for cost efficiency. Consensus to move forward with original plans.

Motion: Selectman Tolman

To authorize the fire chief to proceed and to authorize the Town Administrator to sign.

Seconded: Selectman Gray.

Vote: 4-0

Motion passed.

VI. OLD BUSINESS:

A. Action Re: FY2026 CIPC: Highway Pole Shed

Discussion on previous quotes and vendor selection.

Motion: Selectman Gray

To waive bidding requirements and accept the ClearSpan Quote No. 1056528 for the Metal Clad Monoslope Structure in the amount of \$105,417.47 and authorize the Town Administrator to sign. Separate quote for concrete & painting.

Seconded: Selectman Tolman

Vote: 5-0

Motion passed.

B. Action Re: Operating Mobile Retail and Rental Business from Town Properties
Discussion on proposals by Mr. Chapman to operate from town properties.

Motion: Selectman Tolman

To deny the request from Adventure Winn.

Seconded: Selectman Crawford.

Vote: 5-0

Motion passed.

VII. OTHER BUSINESS:

Two letters were read: One regarding a Boy Scout ceremony on June 11, 2025, and another about a housing open house event on June 11. 2025.

VIII. CITIZEN INPUT:

Joe Cormier, 817 Moultonboro Neck Road.

Commented on the role and authority of the ABC (Advisory Budget Committee) and suggested it has no legal standing.

Expressed opinions on the function of the ABC in relation to the town's governance.

IX. NON-PUBLIC SESSION:

Entered into non-public session under RSA 91-A: 3, II (b,c)

Motion: Selectman Crawford

To enter into non-public session at 5:25 pm coming out only to adjourn.

Seconded: Selectman McGee

Vote: 5-0

Motion passed.

X. ADJOURNMENT: meeting adjourned at 6:05 p.m.

Motion: Selectman Crawford

To adjourn the meeting.

Seconded: Selectman Gray

Vote: 5-0

Motion passed.

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

Approved

Kevin D. Quinlan, Chairman

Date

Alison Kepple

From: David Bengtson
Sent: Thursday, June 5, 2025 1:15 PM
To: Kevin Quinlan; Charles McGee; James Gray; Karel Crawford; Jon Tolman; Tom Hughes; Chris Theriault; Dari Sassan; Patrick Andrew (pandrew@sau45.org); abergquist@sau45.org; Peter Beede
Cc: Carter Terenzini; Alison Kepple
Subject: Moultonborough Hazard Mitigation plan Update
Attachments: Mbro HMP 2019 Final Pending Adoption.pdf; 01b.Potential Committee Members_Moultonborough-06052025.doc; HMP at a glance.2024-06052025.pdf; 01aa.HMP_ProjectPlanner-06052025.pdf; Moultonborough HMP Update-StakeholderContactList.xlsx

Good Afternoon

Lakes Region Planning Commission is ready to begin working on Moultonborough's Hazard Mitigation Plan update, we will be working on a tight schedule as the plan must be submitted and approved with all work completed by August 3, 2025, to meet the grant performance requirements. Attached is a copy of our last plan update from 2019. If you are receiving this email, it is because you or a member of your agency, board or committee participated in the last plan update.

I have reviewed the 2019 plan and outside of updating facts, figures, and contacts, very little has changed. Please review it and let me know if there is anything that you feel needs attention in the update.

Attached is a **list of potential committee members** and the **HMP At-A-Glance** sheet which gives an overview of the project, purpose, and some of the expectations. Please reach out to those who might serve as committee members, then add their contact information to the **Stakeholder Contact List** and return to me. Once we have the Stakeholder contacts, Committee members can expect LRPC to reach out to them to gather some information prior to a committee meeting. They can expect approximately four committee meetings.

Lakes Region Planning Commission have also created a short (5 question) electronic survey for the Moultonborough HMP update. Below is the **survey link**, **QR code**, and a **short description** of the purpose of the survey.

Link: <https://arcg.is/0ffqLC0>



QR Code:

Description: The Moultonborough Hazard Mitigation Plan Committee is updating its 2019 Hazard Mitigation Plan. The committee will represent a variety of local interests and voices. The committee's focus is on the natural hazards that put Moultonborough at risk, as well as the development and prioritization of recommendations that protect the safety and well-being of town residents and visitors. The committee is seeking your input; please take a few minutes to complete this 5-question survey regarding hazard mitigation in Moultonborough.

Potential Hazard Mitigation Plan Committee Members

In addition to the EMD, the Committee should include a representative from:

- Police
- Fire
- Public Works/Highway/Road Agent
- Mayor/City Councilor/Selectboard
- Town Administrator/Manager
- Planner/Planning Board
- Code Enforcement
- Budget Committee or CIP
- School representative
- Health Services
- Business owner
- Citizen

Chief B will
Address Ties Nit

Others to notify:

- EMDs in adjacent communities
- Regional Public Health office
- Those working with vulnerable communities
- NH Office of Planning and Development (OPD) – State Floodplain Manager
- General public
- LRPC Commissioners (of target and adjacent communities)
- Depending on circumstances
 - DES Dam Bureau
 - Private dam owners
 - US Army Corps of Engineers

Additional participants:

- Lakes Region Planning Commission staff
- NH HSEM field representative

Education Funding Coalition Communities

PRESS RELEASE – June 10, 2025

CONTACT: MARK DECOTEAU, CHAIR

COALITION COMMUNITIES, 2.0

603-254-8303

Coalition Communities Applauds Supreme Court’s decision to reject the Failed Donor/Receiver Taxing Model

Concord – Today, the Education Funding Coalition Communities applauded the NH State Supreme Court’s decision to strike down the failed ‘donor/receiver’ tax model before them. “New Hampshire’s Constitution states that taxes must be proportional and reasonable,” said Coalition Chair, Mark Decoteau. “and the Coalition is pleased that the Court found use of all SWEPT dollars in the town or city where they are raised does in fact meet the requirements of Part II, Article 5 of the State Constitution.”

With this decision the Supreme Court agreed that every dollar raised through the Statewide Education Property Tax and Local Education Property Tax rates for education costs is appropriately spent on educating students in their communities and the calculation and levying of those taxes is in fact proportional and reasonable. Decoteau explained, “This decision by the Court says each community and each taxpayer is being taxed through the SWEPT in the same way. But there is a fairness component to this decision as well. Education expenses are decided by the voters who will pay the property taxes for use within their community and this decision ensures that their hard earned tax dollar will be spent in their community while providing for direct accountability. If the lower court decision had been allowed to stand, local control over local taxes paid would have been lost because taxes raised in one community for education purposes would have been sent to other communities with zero accountability to the taxpayers who paid those taxes. Forcing this redistribution of property taxes from one community to another would have increased tax rates for education purposes in the ‘donor’ communities without the consent or oversight of those taxpayers.”

This decision by the Court confirms the Legislature's action from 2011 when the "donor/receiver" town formula was repealed allowing cities and towns to retain and spend taxes raised from their property tax within their respective municipalities.

Background

The State-Wide Education Property Tax, or "SWEPT" was enacted 25 years ago to create a state source of revenue that could be distributed to cities and towns as state aid to education. It was an ill-conceived concept of redistributing local taxes raised in one city or town and giving it to another city or town....the donor/receiver town system....a system that has no accountability to the taxpayers who are subject to their tax dollars being spent in another town. Education Funding Coalition Communities 2.0 opposed this failed and unfair redistribution of property tax revenue. A donor/receiver town method ignored the real-world effects on municipalities across the state and only served to create acrimony, law suits and an inherent unfairness as it relates to accountability or fiscal responsibility. The decisions in how those property tax dollars raised in donor towns and spent in receiver towns lacked accountability to those who paid those property taxes. Taxpayer accountability has been the fundamental bedrock for how cities and towns have governed themselves in NH for centuries.

Coalition Communities 2.0 cares deeply about ensuring a quality education for our children. However, we and the NH Supreme Court have concluded that redistributing SWEPT revenues is not the answer. In the months ahead, we will remain engaged in ongoing advocacy and educational efforts towards a more comprehensive approach so that all other sources of funding are assessed, rather than considering SWEPT. Our communities stand ready to work with members of the public and elected officials alike, offering our thoughts and expertise in finding a fair and appropriate resolution to this challenging policy issue.

NOTICE: This opinion is subject to motions for rehearing under Rule 22 as well as formal revision before publication in the New Hampshire Reports. Readers are requested to notify the Reporter, Supreme Court of New Hampshire, One Charles Doe Drive, Concord, New Hampshire 03301, of any editorial errors in order that corrections may be made before the opinion goes to press. Errors may be reported by email at the following address: reporter@courts.state.nh.us. Opinions are available on the Internet by 9:00 a.m. on the morning of their release. The direct address of the court's home page is: <https://www.courts.nh.gov/our-courts/supreme-court>

THE SUPREME COURT OF NEW HAMPSHIRE

Rockingham
Case No. 2024-0138
Citation: Rand v. State, 2025 N.H. 27

STEVEN RAND & a.

v.

THE STATE OF NEW HAMPSHIRE

Argued: November 13, 2024
Opinion Issued: June 10, 2025

John E. Tobin, Jr., of Concord, on the brief, Laflamme Law, PLLC, of Concord (Natalie Laflamme on the brief and orally), 160 Law, PLLC, of Concord (Andru Volinsky on the brief), Harter Secrest & Emery LLP, of Buffalo, New York (Michael-Anthony Jaoude on the brief), Education Law Center, of Newark, New Jersey (Wendy Lecker on the brief), and White & Case LLP, of New York, New York (Alice Tsier and Aditi Padmanabhan on the brief), for the plaintiffs.

John M. Formella, attorney general, and Anthony J. Galdieri, solicitor general (Anthony J. Galdieri and Samuel R.V. Garland, senior assistant attorney general, on the brief, and Anthony J. Galdieri orally), for the defendant.

Sheehan, Phinney, Bass & Green, PA, of Manchester (John-Mark Turner and Abbygale Martinen, on the brief, and John-Mark Turner orally), for the intervenor.

American Civil Liberties Union of New Hampshire, of Concord (Gilles R. Bissonnette and Henry R. Klementowicz on the brief) and National Education Association-New Hampshire, of Concord (Callan Sullivan and Lauren Snow Chadwick on the brief), as amici curiae.

McLane Middleton, Professional Association, of Manchester (Wilbur A. Glahn, III on the brief), for League of Women Voters of New Hampshire as amicus curiae.

American Institute for Economic Research, of Great Barrington, Massachusetts (Jason Sorens, non-lawyer representative, on the brief), as amicus curiae.

MACDONALD, C.J.

[¶1] In this case, the State and the intervenor, Coalition Communities (Coalition), appeal the Superior Court's (Ruoff, J.) ruling that the administration of the Statewide Education Property Tax (SWEPT) violates Part II, Article 5 of the State Constitution. See RSA 76:3 (2012); RSA 76:8 (Supp. 2024). We conclude that the legislature's decision to permit communities to retain funds raised by the SWEPT which exceed the cost to fund an adequate education does not implicate Part II, Article 5. Rather, it is an exercise of the legislature's spending power. Because there is no constitutional violation, we reverse the trial court on that issue. However, we agree with the trial court that the State's practice of setting negative local education tax rates in certain unincorporated places does violate Part II, Article 5, and we affirm on that issue.

I. Background

[¶2] In 2022, the plaintiffs, individuals and entities owning real property in New Hampshire, brought this case. They seek, among other things, "a permanent injunction that requires New Hampshire to discontinue its unconstitutional public education funding scheme." The plaintiffs alleged that

“[b]ecause of the strategies employed by the property-wealthy towns to keep funds beyond those necessary to pay for the State’s . . . cost of adequacy or to offset the SWEPT with negative tax rates, taxpayers in wealthy towns pay lower effective rates for this state tax, which violates the core constitutional principle that state taxes must be imposed at uniform rates.” In its answer, the State admitted “that since 2011, communities for which the amount raised by the SWEPT exceeds the total amount of adequacy aid paid by the State have been permitted to retain the excess amounts raised by the SWEPT.” Further, the State does not dispute that the department of revenue administration (DRA) “sets negative local education tax rates in a small number of communities to offset SWEPT revenues.”

[¶3] The plaintiffs moved for partial summary judgment. The State and the Coalition each cross-moved for summary judgment. The trial court granted the plaintiffs’ motion for partial summary judgment and denied the cross-motions of the State and the Coalition. The court found that “there can be no meaningful dispute that allowing communities to retain excess SWEPT funds lowers the effective SWEPT rate paid by those communities.” Thus, the court concluded, “allowing some communities to retain excess SWEPT funds impermissibly results in a disproportionate tax rate, in violation of Part II, Article 5.” In addition, the court found “that by setting negative local education tax rates in communities with little to no education expenses, the State is impermissibly reducing the effective SWEPT rate for those communities.” In light of its rulings, the court enjoined the State “from permitting communities to retain excess SWEPT funds or offset the equalized SWEPT rate via negative local tax rates.” The court directed that its order on the SWEPT issues be treated as a final decision pursuant to Superior Court Rule 46(c). This appeal followed.

II. Analysis

A. Appellate Arguments

[¶4] On appeal, the State argues that the trial court erred because the “SWEPT rate is proportional and reasonable, equal in valuation and uniform in rate across the State, and just” and “therefore complies with Part II, Article 5.” The State asserts that the so-called “excess SWEPT” is nothing more than lawfully raised tax revenue,” the appropriation of which does not implicate Part II, Article 5. The Coalition presents similar arguments. Moreover, the State argues, RSA 76:3 and RSA 76:8 “constitutionally classify the property subject to the SWEPT as the property in municipalities and thereby excludes the property in unincorporated places for just reasons.” The Coalition takes no position on this issue.

[¶5] The plaintiffs counter that the trial court’s decision that the administration of the SWEPT is unconstitutional should be affirmed as the trial

court “followed this Court’s clear and repeated holdings.” (Bolding and capitalization omitted.) Further, they argue, the trial court “appropriately rejected” the contention that “this preferential tax treatment was a ‘spending’ decision and not simply a repetition of the previous schemes already struck down by this Court.” According to the plaintiffs, the position taken by the State and the Coalition “ignores the heart of this Court’s prior rulings, which look beyond the facially uniform SWEPT rate to examine the reduced effective tax rate that is created when the excess SWEPT payments are not sent to the state, but instead are delivered to town coffers.” In addition, they argue that “the trial court correctly ruled that the State’s practice of setting negative tax rates to offset SWEPT in unincorporated places violates Part II, Article 5.” (Bolding and capitalization omitted.)

B. Standard of Review

[¶6] A moving party is entitled to summary judgment “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits filed, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” RSA 491:8-a, III (2010). In reviewing rulings on cross-motions for summary judgment, we consider the evidence in the light most favorable to each party in its capacity as the nonmoving party and, if no genuine issue of material fact exists, we determine whether the moving party is entitled to judgment as a matter of law. Tremblay v. Bald, 176 N.H. 439, 442 (2024), 2024 N.H. 6, ¶8. We review the trial court’s application of the law to the facts *de novo*. Id.

[¶7] Because this appeal presents questions of constitutional law and statutory interpretation, our review is *de novo*. Polonsky v. Town of Bedford, 173 N.H. 226, 230 (2020). In matters of statutory interpretation, we first look to the language of the statute itself, and, if possible, construe that language according to its plain and ordinary meaning. St. Onge v. Oberten, LLC, 174 N.H. 393, 395 (2021). We give effect to every word of a statute whenever possible and will not consider what the legislature might have said or add language that the legislature did not see fit to include. Id. We also construe all parts of a statute together to effectuate its overall purpose. Id. However, we do not construe statutes in isolation; instead, we attempt to construe them in harmony with the overall statutory scheme. Id. When interpreting two statutes that deal with a similar subject matter, we construe them so that they do not contradict each other, and so that they will lead to reasonable results and effectuate the legislative purpose of the statutes. Soraghan v. Mt. Cranmore Ski Resort, 152 N.H. 399, 405 (2005).

[¶8] In reviewing a statute, we presume it to be constitutional and will not declare it invalid except upon inescapable grounds. Polonsky, 173 N.H. at 231. Accordingly, we will not hold a statute to be unconstitutional unless a clear and substantial conflict exists between it and the constitution. Id. When

doubts exist as to the constitutionality of a statute, those doubts must be resolved in favor of its constitutionality. Id. The party challenging a statute's constitutionality bears the burden of proof. Id.

C. Excess SWEPT

[¶9] We first address the State's and the Coalition's arguments that the trial court erred by finding that by permitting municipalities to retain "excess SWEPT" funds, the State is violating Part II, Article 5. For the purposes of this section, we put aside certain localities that are assessed negative local tax rates.

[¶10] In relevant part, Part II, Article 5 grants the legislature "full power and authority . . . to impose and levy proportional and reasonable assessments, rates, and taxes, upon all the inhabitants of, and residents within, the said state; and upon all estates within the same." N.H. CONST. pt. II, art. 5. "In order for a tax to be proportional, all property in the taxing district must be valued alike and taxed at the same rate." Sirrell v. State, 146 N.H. 364, 370 (2001).

[¶11] The SWEPT is an education tax imposed on property across the state. See RSA 76:3, :8. Pursuant to RSA 76:3, the DRA sets the SWEPT tax rate "at a level sufficient to generate revenue of \$363,000,000 when imposed on all persons and property taxable pursuant to RSA 76:8." RSA 76:3. For example, in tax year 2023, the SWEPT rate was \$1.44 per thousand. The DRA commissioner then "calculate[s] the portion of the education tax to be raised by each municipality by multiplying the uniform education property tax rate by the municipality's tax base." RSA 76:8, I(b).

[¶12] A municipality's tax base is the "total equalized valuation of all property" in the municipality, as determined under RSA 21-J:3, XIII for the preceding year, less the value of certain qualifying utility and railroad property. RSA 76:8, I(a). To assess the amount calculated under RSA 76:8, I, the DRA commissioner issues "a warrant . . . for the amount . . . to the selectmen or assessors of each municipality . . . directing them to assess such sum and pay it to the municipality for the use of the school district or districts." RSA 76:8, II.

[¶13] The department of education uses the SWEPT amount determined under RSA 76:8 to calculate education grant funds that are issued to municipalities. See RSA 198:41, I (Supp. 2024). RSA 198:41, I, provides:

Except for municipalities where all school districts therein provide education to all of their pupils by paying tuition to other institutions, the department of education shall determine the total education grant for the municipality as follows:

- (a) Add the per pupil cost of providing the opportunity for an adequate education for which each pupil is eligible pursuant to RSA 198:40-a, I-III, and from such amount;
- (b) Subtract the amount of the education tax warrant to be issued by the commissioner of revenue administration for such municipality reported pursuant to RSA 76:8 for the next tax year; and
- (c) Add the municipality's extraordinary need grant pursuant to RSA 198:40-f.

The grant funds are drawn from the education trust fund created under RSA 198:39. See RSA 198:42, II (Supp. 2024); RSA 198:39, II (stating that the education trust fund is funded from a variety of sources including business taxes, tobacco taxes, funds from the lottery commission, and appropriations from the general fund, among other things).

[¶14] By its plain language, RSA 76:8, II directs how SWEPT revenue must be spent. The statute requires each municipality's selectmen or assessors to assess SWEPT revenue and "pay it to the municipality for the use of the school district or districts." RSA 76:8, II (emphasis added). This is a paradigmatic legislative spending directive that, standing alone, does not implicate Part II, Article 5. That the scheme permits a locality to spend SWEPT funds beyond what is needed to fund the cost of providing the opportunity for an adequate education in that locality has no effect on the uniform SWEPT rate assessed to each taxpayer across the state. This scheme is materially different from other education property tax schemes that we have found to violate Part II, Article 5. See Claremont School Dist. v. Governor, 142 N.H. 462, 470 (1997) (Claremont II) (holding that an education property tax involving disproportionate tax rates between towns violated Part II, Article 5); Opinion of the Justices (School Financing), 142 N.H. 892, 899-902 (1998) (holding unconstitutional a proposed education tax scheme which subtracted, from the tax bills of taxpayers in "excess" communities, a special abatement in the amount of excess education tax revenue, thereby reducing the effective rate of the state tax for those taxpayers); Claremont School Dist. v. Governor (Statewide Property Tax Phase-In), 144 N.H. 210, 213-17 (1999) (holding that an education property tax scheme which phased in the full uniform tax rate over five years for certain towns, while imposing the full rate immediately on the remaining towns, violated Part II, Article 5).

[¶15] Nonetheless, the plaintiffs argue that certain data in the record "show[s] how the retention of the excess SWEPT operates to lower the effective SWEPT rate in the excess SWEPT communities." That data, compiled by a plaintiffs' expert, represents that the product of the SWEPT tax rate multiplied by the ratio of total adequate education cost to SWEPT funds raised is the

“Effective Equalized SWEPT Rate for Adequacy.” Following these calculations, the expert’s data shows that Moultonborough’s effective SWEPT rate is \$0.44 per thousand while Hopkinton’s effective SWEPT rate is \$1.48 per thousand.

[¶16] However, there is no evidence in the record that these “effective rates” are actually paid by taxpayers. The State Constitution requires that taxes, as “impose[d] and lev[ied],” must be “proportional and reasonable.” N.H. CONST. pt. II, art. 5. The plaintiffs do not dispute that under the SWEPT, as administered, taxpayers are actually assessed at a uniform rate. That concludes the constitutional inquiry. The “effective rates” in the expert’s data reflect, at most, an indirect effect of municipalities retaining excess SWEPT revenue, as the statutory scheme permits. Theoretical indirect effects of the scheme on municipalities are not relevant to the analysis under Part II, Article 5.

[¶17] Accordingly, regarding the “excess SWEPT” issue, we hold that the SWEPT scheme is constitutional under Part II, Article 5 because it is “administered in a manner that is equal in valuation and uniform in rate throughout the State.” Claremont II, 142 N.H. at 471. Therefore, we reverse the trial court’s determination that retaining excess SWEPT violates Part II, Article 5 and vacate the trial court’s grant of injunctive relief on this issue.

D. Negative Local Tax Rates

[¶18] We next address the State’s argument that the trial court “erred in concluding that the DRA’s practice of setting negative local education tax rates in a small number of unincorporated places renders the SWEPT’s administration unconstitutional.” The State argues that RSA 76:3 and RSA 76:8 “classify the property subject to the SWEPT as the property in municipalities and thereby excludes the property in unincorporated places.” The State reasons that because “RSA 76:3 imposes an education tax ‘on all persons and property taxable pursuant to RSA 76:8’ and ‘RSA 76:8 references only municipalities,’ RSA 76:3 and RSA 76:8 “do not impose the SWEPT on property in unincorporated places as a matter of law.” Further, the State asserts that under New Hampshire law, “an ‘unincorporated place’ is, by definition, not a municipality because it lacks the singular, necessary feature to make it a municipality: it is not incorporated.” Finally, the State argues that the legislature constitutionally exempted unincorporated places from RSA 76:8, II for “just reasons.”

[¶19] We conclude that RSA 76:8 (“Commissioner’s Warrant”) and RSA 198:41 (“Determination of Education Grants”) are part of the same overall statutory scheme, and thus construe them to be in harmony. See St. Ongé, 174 N.H. at 395. RSA 76:8, II requires the DRA commissioner to calculate the portion of the education tax to be raised by a municipality based on its tax base and issue a warrant to the selectmen or assessors “of each municipality

... directing them to assess such sum and pay it to the municipality for the use of the school district or districts." RSA 76:8, II (emphases added). For the purposes of the "Adequate Education; Education Trust Fund" subdivision found within RSA chapter 198 ("School Money"), RSA 198:38 defines "municipality" to mean "a city, town, or unincorporated place." RSA 198:38, VI-a (Supp. 2024). The department of education is directed to determine the total education grant for each municipality. RSA 198:41, I. The grant total is determined by subtracting "the amount of the education tax warrant to be issued by the commissioner of revenue administration for such municipality reported pursuant to RSA 76:8 for the next tax year" from the total per pupil cost of providing the opportunity for an adequate education and the municipality's extraordinary need grant, if any. RSA 198:41, I(a)-(c).

[¶20] Keeping in mind the statutory definition of "municipality" — which includes unincorporated places, RSA 198:41, I, contemplates unincorporated places being subject to the SWEPT. Therefore, to read the statutes in harmony, unincorporated places must be encompassed within the term "municipality" in RSA 76:8. It would be anomalous for the legislature to exclude unincorporated places from the term "municipality" in RSA 76:8, while at the same time requiring the department of education to calculate grant totals for unincorporated places using the value of the education tax warrant issued for unincorporated places as part of the calculation.

[¶21] For these reasons, we conclude that the term "municipality" found in RSA 76:8 includes unincorporated places, and, therefore, that the legislature did not intend to exempt unincorporated places from the SWEPT. The remaining question is whether the DRA's practice of setting negative local education tax rates in unincorporated places violates Part II, Article 5. We hold that it does.

[¶22] The DRA sets tax rates for each locality's local education tax. See RSA 21-J:35 (2020). According to an affidavit submitted by a supervisor in the Municipal and Property Division of the DRA, the DRA sets a negative local education tax rate when a locality, generally an unincorporated place, has minimal or no public education costs in its budget and contains taxable property. Such a negative tax rate nearly or completely offsets taxpayers' SWEPT obligation in certain unincorporated places. For example, in 2021 the DRA set a local education tax rate for Hale's Location, an unincorporated place, at negative \$1.84 per thousand, which, combined with Hale's Location's SWEPT tax rate of \$1.85 per thousand, resulted in an effective property tax rate of \$0.01 per thousand.

[¶23] The DRA's practice of setting negative local tax rates that nearly or completely offset the SWEPT rate in unincorporated places is in direct conflict with our conclusion that any statewide education property tax "must be

administered in a manner that is equal in valuation and uniform in rate throughout the State.” Claremont II, 142 N.H. at 471; Opinion of the Justices (School Financing), 142 N.H. at 901 (stating that the obligation to contribute to the preservation of a free government “cannot be avoided or lessened by the mere circumstance of a town having few children”). Accordingly, we hold that the DRA’s practice of setting negative local property tax rates that offset the SWEPT rate violates Part II, Article 5 and affirm the trial court’s ruling on this issue.

[¶24] Finally, given our ruling, we conclude that the trial court’s remedy — enjoining the State “from permitting communities to . . . offset the equalized SWEPT rate via negative local tax rates” — is unnecessary. Resolving the constitutional infirmity in the State’s practice of setting negative local tax rates is the responsibility of the other co-equal branches of government. See Brouillard v. Governor and Council, 114 N.H. 541, 544 (1974) (“When the law is settled it will be obeyed.”). Accordingly, we vacate the trial court’s injunction remedy and remand for further proceedings consistent with this decision.

Affirmed in part; reversed in part;
vacated in part; and remanded.

DONOVAN and COUNTWAY, JJ., concurred; BASSETT, J., concurred in part and dissented in part.

BASSETT, J., concurring in part and dissenting in part.

[¶25] I disagree with the majority’s conclusion that permitting communities to retain excess SWEPT funds does not violate Part II, Article 5 of the State Constitution. To the contrary, when excess SWEPT funds are not sent to the State, but instead are retained by communities, the taxpayers’ effective SWEPT rate in those communities is reduced and Part II, Article 5 is violated. I would affirm the trial court’s order and, therefore, as to that issue, I respectfully dissent. I do, however, concur with the majority that the practice of setting a negative local education property tax rate to offset the SWEPT violates Part II, Article 5 of the State Constitution.

[¶26] As a threshold matter, I disagree with the majority when it asserts that the SWEPT “is a paradigmatic legislative spending directive that, standing alone, does not implicate Part II, Article 5.” I reject the view that the SWEPT scheme is a “spending directive” immune from challenge under Part II, Article 5. Simply put, the legislature cannot “spend” funds that the State never collects. By the SWEPT scheme’s plain terms, the State never actually collects any SWEPT revenue. See RSA 76:8, II (Supp. 2024) (“The commissioner shall issue a warrant . . . for the amount computed in paragraph I to the selectmen or assessors of each municipality . . . directing them to assess such sum and pay it to the municipality.”). Each municipality raises and spends SWEPT

revenue locally, and no SWEPT revenue is sent to the department of revenue administration (DRA) for deposit in the education trust fund. Consequently, the SWEPT scheme is not a mere “spending directive.” The SWEPT does, in fact, implicate the “power and authority . . . to impose and levy proportional and reasonable assessments, rates, and taxes” as granted to the legislature under Part II, Article 5 of the State Constitution.¹

[¶27] In concluding that the SWEPT scheme does not violate Part II, Article 5, the majority states that the fact that communities retain excess funds “has no effect on the uniform SWEPT rate assessed to each taxpayer across the state.” The majority further declares that “[t]heoretical indirect effects of the scheme on municipalities are not relevant to the analysis under Part II, Article 5.” I disagree. The impact of the SWEPT scheme on taxpayers in excess SWEPT communities is anything but “theoretical” or “indirect”: the effective SWEPT rate reduction those taxpayers enjoy is real and direct. The impact of the SWEPT scheme on taxpayers in other communities that do not generate excess SWEPT is also real and direct: those taxpayers enjoy no comparable reduction in their effective SWEPT rate. For example, retention of excess SWEPT monies results in an effective SWEPT rate of \$0.44 per thousand in Moultonborough, as compared to an effective rate of \$1.56 per thousand in Plymouth. This disparity in effective tax rates violates Part II, Article 5 and “is precisely the kind of taxation and fiscal mischief from which the framers of our State Constitution took strong steps to protect our citizens.” Claremont School Dist. v. Governor, 142 N.H. 462, 465 (1997) (Claremont II); see also id. at 471 (“There is nothing fair or just about taxing a home or other real estate in one town at four times the rate that similar property is taxed in another town to fulfill the same purpose of meeting the State’s educational duty.”).

[¶28] We have stated that “effective tax rates” and the “practical effect” of a statewide education property tax scheme are critical to our analysis of whether a particular scheme violates Part II, Article 5. See Opinion of the Justices (School Financing), 142 N.H. 892, 899 (1998); Claremont School Dist. v. Governor (Statewide Property Tax Phase-In), 144 N.H. 210, 213 (1999) (Claremont III). Nonetheless, with little discussion, the majority abandons those principles and summarily declares that, because taxpayers are assessed at a uniform rate, “[t]hat concludes the constitutional inquiry.” I disagree.

[¶29] In Opinion of the Justices (School Financing) and Claremont III, we determined that statewide education property tax schemes with facially uniform rates nonetheless violated Part II, Article 5 because they resulted in disproportionate tax rates. See Opinion of the Justices (School Financing), 142

¹ Perhaps the legal analysis would differ if any of the SWEPT funds were remitted to the department of revenue administration, deposited in the education trust fund, and then distributed to the municipalities. However, that is not the present scheme.

N.H. at 902; Claremont III, 144 N.H. at 212. Each of those cases involved tax schemes specifically designed to reduce property taxes in communities that would retain excess education property tax revenue. The tax scheme in this case has precisely the same purpose² — and exactly the same effect. For the very reasons that those prior tax schemes failed to pass constitutional muster, so too the current SWEPT scheme fails. I turn now to those cases.

[¶30] In Opinion of the Justices (School Financing), we reviewed a proposed education property tax scheme that “purport[ed] to establish a uniform State education tax rate based upon the equalized value of all taxable real property in the State.” Opinion of the Justices (School Financing), 142 N.H. at 899. However, the bill authorized a “‘special abatement’ for the amount of state education tax apportioned to each town in excess of the product of the statewide per pupil cost of an adequate education times the average daily membership in residence for the town.” Id. (brackets and ellipses omitted). The resulting special abatement value reflected the amount of education tax raised in excess of the cost of an adequate education for a given town. See id. The bill then directed the DRA “to calculate each town’s tax by multiplying the State education tax rate by the total equalized value of property within it, less any special abatement.” Id. We observed that “[a]s a result of the special abatement, the effective tax rate is reduced below the uniform State education tax rate in any town that can raise more revenue than it needs to provide the legislatively defined ‘adequate education’ for its children.” Id. (emphasis added).

[¶31] We concluded that “while the bill proposes a tax based on an equalized valuation and initially assigns a uniform rate, clearly some taxpayers would pay a far higher tax rate in furtherance of the State’s obligation to fund education than others, due to the special abatement.” Id. at 902. “Because such disproportionality is not supported by good cause or a just reason, it

² RSA 76:8, II was amended by House Bill 337 in 2011 as follows:

The commissioner shall issue a warrant under the commissioner’s hand and official seal for the amount computed in paragraph I to the selectmen or assessors of each municipality by December 15 directing them to assess such sum and pay it to the municipality for the use of the school district or districts ~~and, if there is an excess education tax payment due pursuant to RSA 198:46, directing them to assess the amount of the excess payment and pay it to the department of revenue administration for deposit in the education trust fund.~~ Such sums shall be assessed at such times as may be prescribed for other taxes assessed by such selectmen or assessors of the municipality.

N.H.H.R. Jour. 584 (2011) (bolding added).

To the extent there is any doubt about the purpose of this amendment, its legislative history demonstrates that its purpose was to “[e]liminate[] donor towns by allowing excess property tax revenues raised in a town to be used by the town.” (Emphasis omitted.)

violates both the plain wording of Part II, Article 5 and the express language of Claremont II.” Id. We further noted “that even if the bill provided for the actual collection of revenue raised through the uniform State education tax, and thereafter reimbursed certain qualifying taxpayers pursuant to the special abatement, our conclusions . . . would remain unchanged.” Id. at 899.

Notably, although the special abatement provision did not expressly alter the initially prescribed uniform tax rate, we nevertheless considered the special abatement’s impact on the taxpayers’ effective tax rate.

[¶32] In Claremont III, we considered a different tax scheme that phased in the full collection of excess education property tax funds over a period of five years. Claremont III, 144 N.H. at 213. The scheme established “a statewide tax ‘at the uniform rate of \$6.60 on each \$1000 of the value of taxable property.’” Id. The tax scheme required that for “each municipality in which the education property tax exceeds the amount necessary to fund an adequate education, the excess must be remitted to the department of revenue administration.” Id. However, the scheme also included a phase-in provision directing “municipalities to collect and remit to the department of revenue administration not more than the following percentages of the excess amounts: ten percent in tax year 1999; twenty percent in tax year 2000; thirty percent in tax year 2001; fifty percent in tax year 2002; seventy-five percent in tax year 2003; and 100 percent in tax year 2004.” Id.

[¶33] Like the special abatement scheme in Opinion of the Justices (School Financing), the Claremont III scheme utilized a facially uniform tax rate. However, that did not end our inquiry. We went on to examine the “practical effect” of the phase-in provision. Id. We stated that “[t]he practical effect of this phase-in is that in fifty ‘property rich’ towns across the State, the full rate of \$6.60 per thousand is imposed gradually over five years, while taxpayers in the remaining towns pay the full rate immediately.” Id. (emphasis added). Further, we heeded “the words of Chief Justice Doe written more than one hundred years ago: ‘A state law selecting a person or class or municipal collection of persons for favors and privileges withheld from others in the same situation . . . is at war with a principle which this court is not authorized to surrender.’” Id. at 217 (quoting State v. Griffin, 86 N.H. 609, 614 (1894)). We observed:

In this case, the classification at issue imposes a State tax on property at different rates for five years based solely on the location of the property. We can find no case where different rates of taxation exist in a State tax from one municipality to another. We can conceive of none that would pass muster under the words of Chief Justice Doe or the provisions of Part II, Article 5.

Id. We held that the scheme “violate[d] Part II, Article 5 of the State Constitution in that the varying property tax rates are unreasonable and

disproportionate.” Id. at 216-17. The bottom line is that our cases dictate that we look beyond the SWEPT’s facially uniform rate and examine the practical effect of the present scheme on taxpayers. I do so here.

[¶34] The DRA’s formula for calculating the local education property tax rate is revealing. It is through application of this formula that excess SWEPT communities receive direct property tax relief as a result of the SWEPT scheme. Under the formula, the excess SWEPT dollars that are retained in the community reduce the amount of additional funds that are needed to fund a community’s school budget, thereby reducing the total amount needed to be raised by local education property taxes.

[¶35] To be sure, I agree with the majority that the SWEPT rate is facially uniform and that the SWEPT is assessed and collected from the taxpayers in full. But, as in our earlier school funding cases, that does not end the inquiry. In terms of practical effect, the tax scheme at issue in this case does not differ materially from the scheme in Claremont III.³ It matters not whether the economic benefit for taxpayers in excess SWEPT communities is achieved through a direct rebate, a reduction in the SWEPT rate, or retention of SWEPT funds that ultimately reduces the amount to be raised through local education property taxes — these are merely different means to achieve the same ends. The majority looks past the fundamental economic reality that money is fungible, and that when communities retain excess SWEPT revenue, the local education tax rate is reduced — and the overall property tax burden for the taxpayers in those communities is likewise reduced. The “effective rate” of the SWEPT is therefore reduced. That, of course, is the purpose — and “practical effect” — of the scheme. And that is why the SWEPT scheme is untenable and violates Part II, Article 5. See Claremont III, 144 N.H. at 213. To conclude otherwise is an unfortunate triumph of form over substance.

[¶36] Affidavits in the record from various town administrators clearly evidence the practical effect of the scheme — the benefit that the excess SWEPT communities and their taxpayers enjoy by virtue of retaining excess SWEPT revenue. By way of example, the town administrator in Waterville Valley stated in an affidavit that if the town is required to remit excess SWEPT revenue to the State, “it will have very harmful effects on our small community.” Referencing town projects such as a new wastewater treatment

³ The statutory “phase-in” language in Claremont III is ambiguous. It can be read to mean that towns subject to the phase-in do not collect the amount of excess revenue beyond the increasing percentages of remitted excess dollars. Or, it can mean that those towns collect the full amount and remit increasing percentages of the excess each year, retaining the balance of the collected funds. If the latter interpretation is correct, Claremont III would clearly control the outcome in this case and require this court to declare the current SWEPT scheme unconstitutional. Even under the former interpretation, Claremont III instructs that we must look to the practical effect of the scheme on taxpayers.

plant, drinking water operating costs, and reconfiguration of the town's solid waste transfer station, the administrator concluded that "the Town cannot absorb another annual \$500,000 loss of revenue without either cutting school funding, cutting vital Town projects, or increasing taxes."

[¶37] The town administrator in Moultonborough made a similar observation. The administrator stated in an affidavit that if the town is required to remit excess SWEPT funds, "it will set completion of the Town's projects back years, increase taxes for our residents, take away resources and limit our ability to provide public services for our community, residents, taxpayers, and the children that attend our schools." The administrator specifically identified a planned sewer line expansion that would be jeopardized if the town is "required to make up the difference for the excess SWEPT funds."

[¶38] These affidavits demonstrate the undeniable reality that the excess SWEPT funds retained by towns are fungible and work to reduce effective tax rates and the overall tax burden of taxpayers in those towns. It is simply a matter of mathematics: but for being able to retain excess SWEPT funds, communities would need to increase local property taxes or make budget cuts to account for the revenue shortfall. The inescapable conclusion is that retention of the excess SWEPT funds has the practical effect of reducing the local property tax rate — and the tax burden as a whole — for taxpayers in excess SWEPT communities. The resulting disproportionate effective SWEPT rates result in the SWEPT scheme violating Part II, Article 5.

[¶39] Turning to the SWEPT scheme as implemented in unincorporated places, I agree with the majority that the DRA's practice of setting negative local education property tax rates to offset the SWEPT violates Part II, Article 5. In fact, this practice is a paradigmatic example of a Part II, Article 5 violation: the SWEPT rate is facially uniform in unincorporated places, yet the "effective rate" is zero, or close to it, when the negative local education tax is taken into account. The formula utilized by the DRA that yields the negative local education tax rate for unincorporated places is the same formula that the DRA applies when determining local education tax rates for all other municipalities. The practical effect of the DRA's rate-setting practice as it relates to unincorporated places is that property located in an unincorporated place with minimal or no public education costs in its budget is not subject to the SWEPT. We have previously stated that the obligation to contribute to the preservation of a free government "cannot be avoided or lessened by the mere circumstance of a town having few children." Opinion of the Justices (School Financing), 142 N.H. at 901. The DRA's practice that permits property in unincorporated places to avoid being subject to the SWEPT is unjust and unreasonable — and unconstitutional. Accordingly, I agree with the majority that the practice violates Part II, Article 5.

[¶40] In sum, “it is basic to our collective well-being that all citizens of the State share in the common burden of educating our children.” Id. at 902. The SWEPT scheme relieves taxpayers in excess SWEPT communities and unincorporated places in the State from fully sharing in this common burden. I would hold that, because the SWEPT scheme is not “administered in a manner that is equal in valuation and uniform in rate throughout the State,” it violates Part II, Article 5. Claremont II, 142 N.H. at 471.

Richer towns can keep excess tax

NH SUPREME COURT

Ruling a major victory for towns with high property values and few students

By JEREMY MARGOLIS
Monitor staff

The New Hampshire Supreme Court decided wealthier towns can retain all their statewide education property tax payments instead of redistributing a portion to poorer towns, reversing a lower court's decision that keeping the unused funds

was unconstitutional. The highly anticipated decision in the case, *Rand v. The State of New Hampshire*, is a victory for towns with high property values and few students, like Waterville Valley and Moultonborough, and a defeat for middle- and lower-income towns.

The 3-1 decision, written by Chief Justice Gordon J. MacDonald, found that the practice did not effectively establish different tax rates for different towns, contrary to claims "This scheme is materially different from other education property tax schemes that we have found to

Rather, the justices in the majority concluded the state is allowed to let municipalities keep tax revenue when it exceeds what is required to cover the cost of an adequate education for their own students.

The ruling, issued Tuesday, hinged on the Supreme Court's finding that the tax system amounted to a spending decision by the legislature rather than the implementation of a nonuniform tax.

"This scheme is materially different from other education property tax schemes that we have found to violate" the state constitution, MacDonald wrote in his opinion. He characterized the "effective" tax rates that the plaintiffs pointed to as an "indirect effect" that didn't run afoul of the state constitution.

The ruling overturns a 2023 decision by Rockingham Superior Court Judge David Ruoff that the tax ran afoul of state law.

The statewide education prop-

SEE SCHOOLS A5

Long history

The statewide education prop-

SEE SCHOOLS A5

Court: Rich towns can keep excess taxes

SCHOOLS FROM A1

erty tax, known as SWEPT, was established in 1999 in the wake of a series of Supreme Court decisions that found the state had an obligation to more adequately fund education. The law initially required the state to redistribute the tax revenue among towns.

That changed in 2011, when the state legislature passed a bill allowing towns to keep any money raised that exceeded the amount required to fund the cost of adequacy for their own students, which is calculated based on a formula that the state legislature sets.

The effect of that change, according to the plaintiffs in the case, was to establish different tax rates for different communities. Accounting for the excess that they retained, residents in Moultonborough paid \$0.44 per thousand dollars of property value, while residents in nearby Plymouth paid \$1.56 per thousand, an expert for the plaintiffs found.

In a dissent, Justice James B. Bassett agreed with the lower court judge, David Ruoff, finding that the “inescapable conclusion is that retention of the excess SWEPT funds has the practical effect of reducing the local property tax rate — and the tax burden as a whole — for taxpayers in excess SWEPT communities.”

Three decades of debate

The court's ruling is the latest in a three-decade history of jurisprudence shaping the state's role in funding public education. In a series of cases in the 1990s, the court ordered the legislature to adequately fund education and ruled that an education property tax that involved different tax rates between towns violated the constitution.

The issue of school funding has long been fraught in New Hampshire, which relies on state funding to pay for public schools at among the lowest rates in the country. The effect is that local property taxpayers bear the brunt of the burden and local property tax rates vary widely.

While the Supreme Court ruled Tuesday that the SWEPT tax system was by and large constitutional, they did take issue with one more minor aspect of it, unanimously affirming the lower court's decision that the state cannot set negative tax rates for a small number of unincorporated communities, as it currently does.

The SWEPT issue is one of several related aspects of the school funding system currently working their way through the state court system. The Supreme Court is set to rule in the coming months on another challenge to a lower court decision, which or-

dered the state must raise the per-pupil base adequacy allocation from roughly \$4,266 to \$7,356.

The SWEPT issue involved just one component of the Rand case. Separately, the plaintiffs in the case have also challenged the state adequacy formula, with a particular focus on “differentiated aid,” which is additional state funding school districts receive for students who have special education needs, qualify for free or reduced lunch, or are English language learners. A court decision in that case has yet to be released.

Education spending

Though the money raised through SWEPT reflects a relatively small portion of the roughly \$3.5 billion spent on public education statewide, school funding reform advocates characterized it as a decision that flew in the face of previous Supreme Court precedent.

Zack Sheehan, the executive director of the school funding advocacy organization NH School Funding Fairness Project, described the ruling as a “major step backwards” for the state.

“Allowing some taxpayers in this state to continue to get special treatment and avoid paying their fair share of taxes to support the education of all students in the state is beyond disappointing,” he wrote in a statement. “For far too long the state has allowed this two-tiered system to operate, and this order will allow it to continue at the expense of funding for schools in the districts that need it the most.”

John Tobin, one of the lawyers representing the plaintiff taxpayers, said in an interview that his legal team was “very surprised and dismayed that [the court] disregarded their prior rulings.”

Attorney General John Formella, however, wrote in a statement that he was “pleased with this result.”

“Today's decision reaffirms the Legislature's constitutional authority to spend lawfully raised tax revenue in a manner that works best for the people of New Hampshire,” he said in a statement.

Jeremy Margolis can be contacted at jmargolis@cnmonitor.com.



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: 6/10/2025

To: Select Board

From: Julia Marchand, Certified Town Clerk *jm*

Subject: Warrant for Unlicensed Dogs

Recommended motion: To sign and issue the 2025 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 66 dogs in town who have yet to be licensed for 2025.

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 2025
TOWN OF MOULTONBOROUGH, NH

Date: June 17, 2025

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

Jon Tolman, Select Board Vice Chair

Karel Crawford, Select Board Member

James Gray, Select Board Member

Charles McGee, Select Board Member



**TOWN OF MOULTONBOROUGH
APPLICATION FOR A PERMIT
TO CONDUCT A RAFFLE**

ATTACHMENT A

RECEIVED
JUN 05 2025

NOTICE: Application Must be Filled Out Completely to be Processed

1. Name and address of the organization: Loon Preservation Committee (LPC)
183 Lee's Mill Road, Moultonborough
2. Name, address and capacity of the person requesting the permit: Holly Heath, Dev & Membership Manager
LPC, PO Box 604, Moultonborough 603-476-5666
3. The organization is organized under the laws of the State of New Hampshire as a non-profit organization: Yes No _____
4. Date of organization: 2/28/2007
5. The organization is registered to do business within the State of New Hampshire as a non-profit organization: Yes No _____
6. The organization was registered on 2/28/2007
7. The organization's IRS non-profit Federal ID number: 02-0451944
8. Names and address of the organization's principal officers:
Robert Rotberg, Chair - 14 Barberry Road, Lexington, MA 02421
Brenda Stowe, Vice Chair - 250 Prospect St, Sarasota, FL 34239-2525
9. Location, date and time where the raffle is to be conducted: Loon Center
November 29, 2025 @ 2 pm
10. Name and address of the owner of the property where the raffle is to be conducted:
Markus Fdtn Owner, LPC responsible party, PO Box 604, Moultonborough
12. A sample of the raffle ticket must be submitted for review. Yes _____ No _____
13. List the last time a permit was issued to the applicant for a raffle within the Town of Moultonborough:
July, 2024

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: 6/4/25

Applicant's Name: Holly Heath

Date Received: _____

Date Processed: _____

Approved _____ Denied _____

Town Administrator or Designee

cc: Board of Selectmen
Chief of Police



50th Anniversary Raffle!

Donation: 1/\$5, 3/\$10, or 20/\$50

Drawing: November 29, 2025 @ 2pm
at The Loon Center

**Prizes: Stained Glass, Watercolor Print,
Kayak, and Outdoor Bench**
You need not be present to win!



50th Anniversary Raffle!

Donation: 1/\$5, 3/\$10, or 20/\$50

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You need not be present to win!

Loon Preservation Committee's 2025 BENEFIT RAFFLE

Name: _____

Phone: _____
(Where you can be reached on 11/29/25)

Email: _____

Loon Preservation Committee's 2025 BENEFIT RAFFLE

Name: _____

Phone: _____
(Where you can be reached on 11/29/25)

Email: _____

Loon Preservation Committee's 2025 BENEFIT RAFFLE

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(Where you can be reached on 11/29/25)

Email: _____

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(Where you can be reached on 11/29/25)

Email: _____

Loon Preservation Committee's 2025 BENEFIT RAFFLE

Name: _____

Phone: _____
(Where you can be reached on 11/29/25)

Email: _____

LPC's 50th Anniversary Raffle!

Stained Glass Loon

This stunning leaded stained-glass art was handcrafted and donated by Don Chapman. Measuring 24" in diameter, it includes a chain for hanging.



Buy one ticket for \$5...



"Uncommon" – Loon Watercolor

This watercolor captures the exquisite detail of a loon's plumage. Signed and numbered, this artist's proof was donated by the artist, Bob Ripley, and framed by LPC. Measures 26" wide x 21" tall.

three tickets for \$10...

Old Town Loon 106 Kayak

This premium recreational kayak, donated by Irwin Marine, is designed for comfort and smooth, efficient paddling. A sit-in design, it measures 10'6".



or twenty tickets for \$50!



Loon Bench

This attractive outdoor bench showcases a pair of loons in a peaceful water landscape. The two-toned tube steel frame is water resistant. Measures 50" wide, 32" tall, and 19" deep; seat height is 16".

Drawing November 29 at 2pm – The Loon Center

Additional tickets can be purchased at www.loon.org/raffle, or by calling 603-476-5666.



**Town of Moultonborough
RECREATION DEPARTMENT**
10 Holland Street • PO Box 411 • Moultonborough, NH 03254
PHONE 603.476.8868

Board of Selectmen Agenda Report

Date: 6/8/25

To: Board of Selectmen Agenda

From: Dan Sturgeon

Subject: Documentation and Alcohol policy update for private rental events at the Moultonborough Function Hall.

Recommended Motions: Seeking approval to update the Moultonborough Function Hall Function Hall Application and Building Use/Temporary License Agreement into two separate documents. One being the application (contract) and the other being the Rules and Conditions for Use. This will streamline the application process and provide clear guidelines for use of the hall.

I would like to specifically draw your attention to the change in the alcohol policy, which prohibits any person to consume, transport, carry or possess an open container of any liquor or alcoholic beverage, or consume said beverage, while within or on the grounds of the Moultonborough Function Hall. This policy would take effect September 1, 2025.

Background: In June 2017, the Moultonborough Recreation Department assumed responsibility for scheduling private and one-time events at the Moultonborough Function Hall, including managing the associated paperwork. Since then, both the Town of Moultonborough and the New Hampshire Liquor Commission have revised their policies regarding alcohol service by restaurants and caterers at "off-site" locations. Subsequently, the process has become increasingly complex and cumbersome, involving numerous administrative steps, documentation from multiple sources, and scheduling challenges. The changes have also resulted in some caterers and restaurants choosing to bypass the New Hampshire Liquor Commission's procedures entirely for their off-site events at the Moultonborough Function Hall.

Fiscal Impact: Based on data and statistics from June 2017-December 2024, we estimate the annual loss of revenue to be approximately \$250.00.

Attached:

Draft M'boro Function Hall Application and Building Use/Temporary License Agreement
Draft Rules and Conditions for Use of the Moultonborough Function Hall

Moultonborough Recreation Department

10 Holland St. PO Box 411

Moultonborough, NH 03254

603/476-8868 www.moultonboroughnh.gov

MOULTONBOROUGH FUNCTION HALL (139 Old Route 109, Moultonborough, NH)

APPLICATION AND BUILDING USE/TEMPORARY LICENSE AGREEMENT

Name: _____ Today's Date: _____

Address: _____ Phone #(s) _____

City: _____ State _____ Zip _____ E-mail: _____

Is this application made on behalf of a group/organization? _____ Yes _____ No

If yes, please provide the following information:

Name of group/organization: _____

Type of group/organization: _____

Is your organization a 501c3, non-profit, not for profit or charitable organization? _____ Yes _____ No

If yes, please provide a copy of the Dept. of Treasury certificate or other proof.

Will the person named above be the on-site supervisor for the event/use? _____ Yes _____ No

If not, provide the name, phone number, address, and email address of the individual who will function as the on-site supervisor at the time of the event/use:

Name: _____

Phone number: _____

Address: _____

Email: _____

Requested date(s) of use: _____

Requested time(s) of use: From _____ am/pm to _____ am/pm Please include setup & cleanup time

Do the above times include your setup and cleanup time? _____ Yes _____ No

Brief description of event/proposed use: _____

Has this event occurred before? _____ Yes _____ No

If yes, please provide previous dates and locations: _____

Expected number of attendees/guests: _____

Is this event open to the public? _____ Yes _____ No

Will admission be charged? _____ Yes _____ No Cost of Admission: _____

If this is a fundraising event, please list the benefactor(s): _____

Will food and beverages be present? _____ Yes _____ No

It is prohibited for any person to consume, transport, carry or possess an open container of any liquor or alcoholic beverage, or consume said beverage, while within or on the grounds of the Moultonborough Function Hall.

Will commercial activity (e.g., vendors/businesses selling/distributing food, beverages, merchandise, and/or services) occur during the event/proposed use? _____ Yes _____ No

If yes, please provide the name and address of the vendor(s)/business(es) and the item(s)/ service(s) to be sold/distributed: _____

FEES:

License Fee: \$250

Deposit: \$175 (refundable upon satisfactory condition of facility)

Total \$425

Checks should be made payable to the Town of Moultonborough

All COMPLETE applications for temporary revocable licenses shall be processed in order of receipt. A reasonable effort will be made to accommodate applications and process them in a timely manner. Completed applications and payment of fee/deposit should be submitted to:

Moultonborough Recreation Department
10 Holland Street PO Box 411
Moultonborough, NH 03254

TERMS OF LICENSE/USE

The Town reserves the right to impose reasonable and actual administrative costs on the Applicant/Licensee, including but not limited to necessary security, clean-up, and traffic managements costs so that same are not borne by the Town and taxpayers.

The Town of Moultonborough recognizes and respects the rights of free speech and assembly and will review applications in a consistent and neutral manner. Approval of applications and/or issuance of a temporary license for use of Town property does not constitute an endorsement of the applicant's/licensee's philosophy, viewpoint, or objectives by the Town.

To the extent permitted by law, the Town may deny an application for a temporary revocable license based on one or more of the following:

1. The requested date and time is unavailable.
2. The application (including any required attachments and/or submissions) is incomplete.
3. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made contains a material falsehood or misrepresentation.
4. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made has damaged Town property on prior occasions and not paid for the damage.
5. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made is legally incompetent to contract or to sue and be sued.
6. The applicant or the person/group/organization on whose behalf the application for temporary revocable license is made has violated the terms of a prior temporary license for use of the Town Facility.
7. The proposed use would present an unreasonable danger to the health and/or safety of Town residents, visitors, employees, agents, volunteers, and/or other members of the public.
8. The proposed use is prohibited by law.

Any applicant seeking a waiver of any of the requirements and/or fees set forth in this agreement shall submit a written request to the Moultonborough Recreation Department at least 60 days prior to the requested date(s) of use.

Any application that is denied will be returned to the applicant stating the reason for such denial. If the reason for denial is the unavailability of the date and/or time requested, the Town will endeavor, to the extent practicable, to suggest alternative dates/times that might be available.

Any applicant denied a license to use the facility or a requested waiver or modification of any condition/term of this agreement, may appeal the decision to the Moultonborough Recreation Department within 5 days, stating in writing the reasons why the denial of the license or waiver was erroneous, unfair and/or improper. A decision will be rendered within 5 days following receipt of the written appeal.

NATURE OF LICENSE: All licenses to use the Moultonborough Function Hall are temporary, revocable, and conditional. The Town of Moultonborough reserves authority to revoke the license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the license in public interest. The Town of Moultonborough reserves the right to cancel any event/approved use based on viewpoint neutral administrative considerations.

INDEMNIFICATION: The approved applicant (hereinafter "Licensee") hereby agrees to protect, indemnify, save, defend and hold harmless the Town of Moultonborough, including its officials, agents, employees, and volunteers ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to attorney's fees, which the Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, death of person, property damage and/or loss, and/or personal injury (libel, slander, etc.), arising out of the Licensee's acts or omissions in the use of the facility licensed to the Licensee, whether or not such injury, death, and/or damage is caused in part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of the Indemnified Parties.

Should the Licensee wish to use the facility on any day before or after the agreed rental date for purposes of preparation or cleaning up, additional rental days may be charged, and dates and times will be specified herein. If the license is canceled by the Licensee less than 45 days before the date of the approved license, the deposit will be forfeited, and the license fee will be refunded.

INSURANCE: Without limiting its indemnification, the Licensee shall procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Moultonborough is named as an additional insured with coverage limits of not less than \$1,000,000 per occurrence. Licensee shall furnish the certificate of insurance and an endorsement no later than 15 business days in advance of the event/use. If Licensee cannot provide such proof of insurance as described above, as an alternative, the Licensee may purchase a Special Events policy, such as TULIP (Tenant Uses Liability Insurance Program). The Licensee is required to have the Town of Moultonborough named as an additional insured on the Certificate.

ASSIGNMENT: This Agreement is not assignable to any other person or entity.

RIGHT OF ENTRY AND TERMINATION: The Town, its officers, agents and employees shall have the right to enter the licensed property at all times during the event/use to confirm Licensee's conformance to this Agreement. If the Town determines, in its sole judgment, that it would like to terminate the License for any reason it shall have the right to immediately terminate this Agreement at any time without penalty or liability and Licensee, its guests and vendors shall cease the event/use and exit the property in an orderly manner.

CONFORMANCE WITH LAW AND RULES: Licensee agrees that Licensee will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. Licensee shall not engage in or allow any disorderly, unruly, loud, unsafe or illegal activity to occur at the Town property.

MODIFICATION/AMENDMENT/MERGER: This Agreement constitutes the entire merged Agreement between the parties. Any modification, amendment or supplementary provisions must be in the form of writing signed by the parties and which expressly modifies this Agreement.

SEVERABILITY: If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties' intent.

CHOICE OF LAW/FORUM: This Agreement shall be construed under New Hampshire substantive law without regard to any rules governing choice of law. Any court action regarding this Agreement must be filed and litigated in the New Hampshire Superior Court in Carroll County, New Hampshire.

ATTORNEY'S FEES AND COSTS: In regard to any legal proceedings regarding this Agreement, the Town shall be entitled to recover from Licensee the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

I, _____, on behalf of _____ ("Licensee") understand that the use of the Town of Moultonborough's property is a privilege and that should the Town of Moultonborough approve this request to use the Town facility and issue a temporary license, the license is contingent upon the Licensee's agreement to and compliance with the Town of Moultonborough's rules, requirements, processes, terms and conditions. Further, Licensee understands the use of the Town facility may be cancelled with no notice due to an emergency requiring use of the Town facility. In addition, Licensee understands the Town of Moultonborough reserves the right to suspend usage and deny future use of the Town facility by Licensee if Licensee fails to comply with all rules, requirements, processes, terms and conditions of use of the Town facility. The undersigned hereby acknowledges having read and understood the foregoing and agrees to be bound by the terms and conditions of this agreement. By my signature below, I acknowledge that I am authorized to sign on behalf of Licensee.

I have read and agree to abide by these terms and conditions.

Printed Name of Licensee

Signature of Licensee

Date

Town Representative Printed Name

Signature of Town Representative

Date

Please complete, sign and submit the original of this four (4) page Application and Building Use/Temporary License Agreement, along with payment of the fee, security deposit and Certificate of General Liability Insurance with the Town of Moultonborough, its officers, agents and employees listed as additional insured to:

Moultonborough Recreation Department
10 Holland Street
Moultonborough, NH 03254
603/476-8868

Or mail to :

Moultonborough Recreation Department
PO Box 411
Moultonborough, NH 03254

If approved, the Application and Building Use/Temporary License Agreement will be signed by a representative of the Town of Moultonborough and returned to you. Any application that is denied will be returned to the applicant stating the reason for such denial.

Revised 6/25

FOR OFFICE USE ONLY

License (rental) Fee received _____ Date _____

Security Deposit received _____ Date _____

Cert. of G L Insurance received _____ Date _____

Fee waiver requested _____
Date _____

Notes: _____

Reason for Denial: _____

**RULES AND CONDITIONS FOR USE
OF THE MOULTONBOROUGH FUNCTION HALL**

Access to the building the day of or prior to your event is by appointment only. Please contact the **Moultonborough Recreation Department at 603-476-8868 at least 10 days in advance of your event** to make the necessary arrangements.

Licensee is required to return the facility to the condition in which it was found. In addition to the placement of the tables and chairs as noted above.

Licensee is responsible for set-up and break-down for its event/use in the Town facility and is required to leave the space in a neat and orderly condition. Licensee is responsible for and liable to the Town of Moultonborough for all repairs to the premises required as a result of damage caused by Licensee and/or Licensee's guests, attendees, vendors, etc.

Please ensure that the individuals cleaning up and resetting the tables and chairs are aware that the \$175 deposit refund is based on the condition of the facility as described below. **It is imperative that the Senior Meals Program NOT be required to clean the facility or properly set up the tables on Monday morning following an approved use/temporary license of the facility.** A diagram indicating how the tables should be set up can be found in the encased bulletin board.

Licensee is responsible for the following:

Tables must be cleaned after use.

Trash resulting from the event/use must be removed from the building.

Floor must be swept and any major spills mopped up (brooms, mops, etc. in closet in men's room).

Air Conditioning and Heat:

- a) Three A/C Switches are marked on the power panel in the backroom. Turn the three air conditioners on and off using these switches only. Air conditioning must be turned off before leaving.
- b) During the heating season, the thermostat can be raised to 70 degrees for your event but must be lowered to 60 degrees when you are leaving.

Doors must be locked and lights shut off when you depart at the end of your event.

Licensee must remove all trash resulting from the event/use from the facility immediately following the event/use and properly dispose of the same. A key to the dumpster is hanging and located to the right of the service counter inside the kitchen. When you place your trash in the dumpster, please make sure the dumpster is locked when you leave and that the key is returned to the kitchen.

It is prohibited for any person to consume, transport, carry or possess an open container of any liquor or alcoholic beverage, or consume said beverage, while within or on the grounds of the Moultonborough Function Hall.

Smoking and other use of tobacco or vaping products is prohibited within the Moultonborough Function Hall.

Music and other noise levels must be in compliance with Town of Moultonborough Ordinance number 10, Section 10.2 #2 : Radios, Stereos, Musical Instruments, PA Systems, etc. The using, operating or permitting to be played of any radio receiving set, musical instrument, stereo, public address systems or other machine or device for the producing or reproduction of sound in such a manner as to disturb the health, safety and welfare of the neighboring inhabitants at any time; the operation of any such set, instrument, stereo, machine or device between the hours of 10:00pm and 7:00am, Sundays through Thursdays (week night), 12:00am and 7:00am Fridays and Saturdays (and Sundays during a three day weekend) in such a manner as to be plainly audible at a distance of fifty feet from the building, structure or vehicle in which it is located shall be *prima facie* evidence of a violation of this section.

Parking shall be in designated areas only. At no time may fire lanes and emergency exits, and handicapped parking spaces and entrances/ramps be blocked by vehicles or objects. Illegal parking may result in vehicles receiving tickets, warnings or towing at the vehicle owner's own expense.

Licensee is responsible at all times for the observance of fire and safety requirements including but not limited to maintaining all aisles, doorways and exits free and clear of all obstructions to permit unimpeded emergency access.

Licensee must secure any additional permits from local or state governing bodies.

Licensee must ensure that an on-site supervisor, who is at least 21 years of age, is present at all times during the event or use of the facility

Licensee is responsible for the behavior of all individuals attending the event or using the facility, as well as any damage caused by them.

Decorations may not be hung with tape or thumb tacks on any surface. Sticky Tack is the only adhesive allowed.

The Town of Moultonborough's property may not be used for the commission of any crime or act which is prohibited by federal, state, and/or local law.

No amendment, alteration or addition shall be made to the facility's system components (electrical, lighting, network wiring, heating, doors, or physical structure or layout) by any Licensee. Requests for such matters must be made to, and approved by, the Recreation Director.

Licensee must provide written notice of any accident resulting in bodily injury or property damage occurring on Town of Moultonborough property or in any way connected with the use of Town property within 24 hours of the accident. The notice must include details of the time, place, circumstances of the accident, and names, addresses and phone numbers of any persons involved and/or witnessing the accident. This notice shall be submitted to the Recreation Director.

The Town of Moultonborough reserves the right to limit attendance in conjunction with an approved license/use as may be necessary to comply with occupancy limits for the facility.

The Town of Moultonborough assumes no responsibility for the safety of any private property brought onto the premises, nor for injury to any persons attending the event/approved use. Any damage to Town property resulting from an event/approved use shall be the responsibility of the Licensee.

I have read and agree to abide by these rules and conditions.

Printed Name of Licensee

Signature of Licensee

Date

Town Representative Printed Name

Signature of Town Representative
Revised 6/25

Date



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

Date: June 10, 2025

To: Carter Terenzini, Interim Town Administrator

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

Subject: Police Department Recruitment Challenges

As you are aware, the Police Department has three open vacancies, one for Patrol Sergeant and two for Patrol Officers. When I took over as Chief of Police in the Fall of 2022, the Police Department had experienced a huge turnover and by February of 2023, the Police Department was down to two Full-Time Patrol Officers and myself. From February of 2023 to now, we have hired six Full-Time Police Officers, only to lose one Full-Time Police Officer in July of 2024. The current Police Officer staffing stands at 8 Full-Time Police Officers and 4 Part-Time Police Officers (one is due to start on June 23, 2025).

The difficulty in filling positions is not a unique problem to the Town of Moultonborough, but across the State of New Hampshire and the United States. Agencies all over this country are struggling to fill positions. Police work is a very demanding career due to the calls for service that police officers respond to and the demand placed on them by the public, which takes a toll on police officers, both physically and mentally. False claims against police officers are on the rise, which can cause a lot of stress for police officers, which this agency has experienced on a couple of occasions, but ultimately the police officers involved were cleared. Interest in becoming a police officer has waned over the years, especially after 2020, amid the calls to defund the police and police reform. The State of New Hampshire is very fortunate in that the residents as a whole are supportive of Law Enforcement. As far as the Town of Moultonborough and its Police Department, we are very fortunate to have the support of the Board of Selectmen, Town Administrator, Town Departments and the community as a whole.

Possible solutions in attracting potential candidates could include a hiring bonus; however it is a double-edged sword in that we would have to offer a retention bonus as well, as we will get pushback from current staffing. Another possible solution is to offer a take home cruiser program and establish a radius of 15-miles that would cover the Lakes Region/Southern Carroll County area. Benefits of a take home cruiser program can be faster response, increased visibility, reduced vehicle wear and tear, increased lifespan of vehicle, simplified shift changes, improved officer morale and recruitment, convenience and enhanced training. The current police

fleet consists of 2 unmarked police cruisers, 7 marked police cruisers, and 1 Community Service Officer vehicle. At full staff, the Police Department consists of 11 police officers, which means the department would require two additional vehicles for full-time staffing, and two vehicles for part-time staffing/spare vehicles should a vehicle go down. The department would also maintain a vehicle for the Community Service Officer. Another possible solution is withdrawing the polygraph test from the testing process for already full-time certified police officers. As Chief of Police, I am aware of the Board of Selectmen's position on polygraph testing, which I support, but has also hampered me and the department of recruiting certified candidates. I have had several certified officers submit applications, but only to withdraw because of having to take a polygraph. A thorough background investigation, if done properly, would limit the liability to the Town of Moultonborough for a negligent hiring. If in fact the candidate was hired, the employee would be subjected to a probationary period and could be terminated from employment if the employee turned out to not be a good fit, which is something we have run into multiple times during my employment with the Town of Moultonborough.

The following is a list of current advantages and disadvantages that Moultonborough has to offer:

Advantages

Supportive Community
Supportive Board of Selectmen
Supportive Town Departments
Supportive PD command staff
Positive work environment
4-day/3-day off schedule
11 paid Holidays
Generous benefits
Overtime opportunities
Training opportunities
Up to date equipment
On-site gym
\$65.00/hr. Detail Pay as of 06/2025

Disadvantage

Pay
Local affordable housing/rentals
No recruitment/retention bonus
Shift work in general
Short staffed/overworked
Take home police cruiser program

As far as the hiring process, there are some things that are completely out of the Police Department's or the Town of Moultonborough's control, as the rules that dictate the hiring process are set by the New Hampshire Police Standards & Training Council. The following are the minimum entrance standards set by the New Hampshire Police Standards & Training Council:

Age: Applicants must be at least 18 years old.

Citizenship: Applicants must be United States citizens.

Education: Applicants must have a high school diploma or GED.

Background Check: Applicants must pass a background investigation and fingerprint check.

Character and History: Applicants must have no felony convictions (unless pardoned), not have multiple misdemeanor convictions indicating a disregard for the law, and not have a misdemeanor conviction that casts doubt on their fitness.

Mental Health: Applicants must not suffer from a serious mental disorder.

Military Service: Applicants must not have been dishonorably discharged from the military or discharged under other than honorable conditions that cast doubt on their fitness.

Application Accuracy: Applicants must not knowingly make a false statement on their application.

Employment History: Applicants must not have been suspended or discharged by an employer for reasons that would cast doubt on their fitness.

The following are the minimum testing requirements set by New Hampshire Police Standards & Training Council:

Physical Fitness Test (Sit-Ups, Push-Ups and 1.5 Mile Timed Run)

Background Investigation

Psychological Evaluation

Medical Examination, including a Drug Screening

Fingerprint Check.

The Town of Moultonborough requires that a candidate for police officer go through an interview process, as well as submit to a polygraph examination. The Town of Moultonborough does not require a candidate to take a written examination.

Whether a candidate passes or fails the testing process is on the candidate and not the Town of Moultonborough or its Police Department.

If you should need any additional information, please let me know.

Respectfully submitted,



Peter W. Beede, Jr.
Chief of Police

GRADE ASSIGNMENT			
Effective 7.1.25		DRAFT FOR DISCUSSION PURPOSES ONLY 6.17.2025	
Current Job Title	Office/Department	Job Family	Grade or Unclassified
Office Clerk	LU, Tax, Town Clerk	Administrative Support	VI
Building & Grounds Maintenance Person	DPW - Facilities	Skilled Craft/Trades	VII
Recreation Activities Assistant	Recreation	Technical/Paraprofessional	VII
Facility Attendant	DPW - Solid Waste	Skilled Craft/Trades	VII
Communications Specialist	Police	Technical/Paraprofessional	VII
Laborer/Truck Driver	DPW	Skilled Craft/Trades	VII
Administrative Assistant 1	Admin, DPW, Rec,LU,	Administrative Support	VIII
Deputy Tax Collector	Tax Collector	Financial Services	VIII
Deputy Town Clerk	Town Clerk	Financial Services	VIII
Assessing Technician	Assessing	Administrative Support	VIII
Administrative Assistant 2	Police, Fire	Administrative Support	IX
Assistant Recreation Director	Recreation	Technical/Paraprofessional	IX
Facility and Grounds Lead	DPW - Facilities	Supervisory	IX
Equipment Operator	DPW - Highway	Skilled Craft/Trades	IX
Heavy Equipment Operator	DPW - Highway	Skilled Craft/Trades	X
Heavy Equipment Operator/Mechanic	DPW - Highway	Skilled Craft/Trades	XI
Supervisor	DPW - Solid Waste	Supervisory	XII
Patrol Officer	Police	Technical/Paraprofessional	XII
Firefighter/AEMT	Fire	Technical/Paraprofessional	XII
School Resource Officer	Police	Technical/Paraprofessional	XIII
Master Patrol Officer	Police	Technical/Paraprofessional	XIII
Team Leader	DPW - Highway	Skilled Craft/Trades	XIII
Executive Administrative Assistant	Administration	Technical/Paraprofessional	XIV
Detective	Police	Technical/Paraprofessional	XV
Recreation Director	Recreation	Supervisory	XV
Tax Collector	Tax Collector - Elected	Financial Services	XVI
Town Clerk	Town Clerk - Elected	Supervisory	XVI
Sergeant	Police	Technical/Paraprofessional	XVIII
Case Review Officer	Police	Technical/Paraprofessional	XVIII
Fire Lieutenant	Fire	Technical/Paraprofessional	XVIII
Building, Code, Health Inspector	Development Services	Technical/Paraprofessional	XVIII
Police Lieutenant	Police	Supervisory	XXII
Finance Director	Financial Services	Supervisory	XXII
Human Resources Director	Administration	Technical/Paraprofessional	XXII
Town Planner	Development Services	Supervisory	XXII
Assessor	Assessing	Supervisory	XXII
Fire Chief	Fire	Supervisory	XXIV
Director	DPW	Supervisory	XXV
Police Chief	Police	Supervisory	XXVI
Town Administrator	Administration	Supervisory	XXX
UNCLASSIFIED		POSITIONS	
Select Board Chair	Elected Official	\$7,500/year	
Select Board Member	Elected Official	\$7,000/year	
Treasurer	Elected Official	\$7,500/year	
Deputy Treasurer	Appointed	\$750/year	
Moderator	Elections	\$15.00/hour	
Supervisors of the Checklist	Elections	\$15.00/hour	
Ballot Clerks	Elections	\$13.00/hour	
Assistant Moderators	Elections	\$12.00/hour	
Select Board Members	Elections	\$11.00/hour	
Summer Counselors *	Recreation	\$15.00/hour	
Beyond The Bell Counselors *	Recreation	\$15.00/hour	
Waterfront Supervisor *	Recreation	\$22.00/hour	
Water Safety Instructor *	Recreation	\$20.00/hour	
Life Guards *	Recreation	\$17.00/hour	
Seasonal Maintenance **	DPW	\$18.72/hour	
Entry Level or non-certified	Fire	\$15.00/hour	
Firefighter 1	Fire	\$17.50/hour	
Firefighter 2	Fire	\$19.00/hour	
Lieutenant	Fire	\$20.00/hour	
Captain	Fire	\$21.00/hour	
Deputy Chief	Fire	\$22.50/hour	
EMT-Basic, add to base	Fire	\$1.00/hour	
EMT-I/AEMT, add to base	Fire	\$2.00/hour	
EMT-Paramedic, add to base	Fire	\$3.00/hour	
* Plus .25c for each addt'l year of service	Recreation		
** Cola adjust yearly for town employees	DPW		

Signatures: _____
