

**Town of Moultonborough
Board of Selectmen
Meeting Agenda
Thursday, October 3, 2024
4:00 P.M.
6 Holland St.
Moultonborough, NH**

- I. CALL TO ORDER**
- II. NON-PUBLIC SESSION**
 - A. Prior to the start of their regularly scheduled meeting at 4:00 p.m. the Board of Selectmen will vote to enter Non-Public Session under RSA 91-A; 3, II (a).
 - B. The Board of Selectmen will start their regular business meeting at 5:00 p.m.
- III. PLEDGE OF ALLEGIANCE**
- IV. REVIEW/APPROVAL OF MEETING MINUTES**
 - A. Dates: 9/19/2024 and Non-Public Minutes; 9/26/2024
- V. CONSENT AGENDA**
 - A. New Hampshire Department of Revenue Administration forms
 - i. Form PA-29 – Veterans’ Tax Credit forms
- VI. NEW BUSINESS**
 - A. Moultonborough Transfer Station
 - i. CMA Engineers – Transfer Station Feasibility Study
 - a) Note: the feasibility study and power point presentation are posted on the town website
 - B. Department of Public Works
 - i. 2024/2025 Winter Maintenance Service Contract
 - ii. Purchase of Backhoe
 - iii. Invitation for Bids: 10-Wheeler Dump Truck
 - C. Recreation Department
 - i. Halloween Fire Permit
 - D. Town Assessing
 - i. Correction of Abatement Credit Refund
 - E. Land Use Department
 - i. Approval of Land Use Administration job description and advertisement
 - F. Administration
 - i. Lees’ Mills Steamboat Association letter of support
 - ii. Approval of Investment Policy No. 5 (RSA 41:9)
- VII. OLD BUSINESS**
- VIII. OTHER BUSINESS**
 - A. Fire Department
 - i. Disposal of 2017 Ford Explorer
- IX. CITIZEN INPUT**
- X. NON-PUBLIC SESSION**
 - A. RSA 91-A: 3, II (If needed)
- XI. 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.

**Town of Moultonborough
Board of Selectmen
September 19, 2024**

MEETING MINUTES

Present: Vice Chairman of the Board Jon W. Tolman opened the meeting at 5:00 p.m. and members present were Selectmen Charles M. McGee, Karel A. Crawford, and James F. Gray, and Chairman Kevin D. Quinlan was absent with prior notice. Department Heads present were Town Administrator Charles Smith. 

I. CALL TO ORDER: Vice Chairman of the Board Jon W. Tolman called the meeting to order at 5:00 p.m. at the Moultonborough Town Hall in the Ernest Davis meeting room.

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

III. APPROVAL OF MINUTES

Motion: Selectman Crawford

To approve the meeting minutes and nonpublic minutes from September 5, 2024.

Seconded: Selectman McGee

Discussion: corrected the spelling of the road "Stanyan" on page 2 of 3, line 32.

Vote: 4 – 0

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

A. Street Excavation Permit

i. 214 Wentworth Shores Rd: relocation of septic system across the street

B. Middle Neck Cemetery lot purchase #349 (\$1,600)

C. Personnel Action Form

Motion: Selectman McGee

To approve the consent agenda items.

Seconded: Selectman Gray

Vote: 4 - 0

Motion passed.

V. NEW BUSINESS

A. Town Clerk

- i. Acceptance of Unanticipated Funds; the Town Clerk's office received a grant in the amount of \$3,500 NH Secretary of State Office grant program. Grant is a partial reimbursement for the April 2024 purchase of a new Voting Works machine. Board accepted the funds.

1
2 **Motion:** Selectman Crawford
3 *To accept a \$3,500 grant from the NH Secretary of State Office grant pro-*
4 *gram.*

5 **Seconded:** Selectman McGee

6 **Vote:** 4 – 0

7 **Motion passed**

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9 B. Temporary Use Permit – Commercial Use

10 i. Castle Car Show; October 5th

11
12 **Motion:** Selectman Gray

13 *To approve Temporary Use Permit – Commercial Use for Castle Car Show*
14 *to display antique automobiles sale of tickets, t-shirts, and food trucks on*
15 *October 5th at Castle in Clouds.*

16 **Seconded:** Selectman McGee

17 **Vote:** 4 – 0

18 **Motion passed**

19
20 **VI.**

OTHER BUSINESS

21 A. Moultonborough Transfer Station Feasibility Study – Town Administrator Smith
22 mentioned that the study was completed and received from CMA Engineers. At
23 the 2023 Town Meeting voters approved warrant article #16 an appropriation of
24 \$30K to conduct a feasibility study; layout, efficiency, and safety at the Transfer
25 Station. Town Administrator Smith informed the Board that the study is posted to
26 the town website under the Transfer Station webpage along with CMA Engineers
27 power point presentation which will be presented at the Board of Selectmen meet-
28 ing on October 3rd, 2024.

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30 **VII.**

CITIZEN INPUT

31 A. Joe Cormier – commented about how at this year's Town Meeting the voters under
32 warrant article #32 adopted RSA 36-A:4-a I (b), which authorizes the Conservation
33 Commission to expend funds under certain provisions and under warrant article
34 #33 allowed for 100% of the Land Use Change Tax be allocated to the Conservation
35 Fund. Board of Selectmen recommended article #32 and did not recommend #33.
36 Joe Cormier, mentioned to the Board that in July the Governor signed State House
37 Bill 1302 and Conservation Commission members can now be elected instead of
38 appointed. Joe asked the Board to consider adding a warrant article next year for
39 the town to adopt the amended statute, RSA 36-A:3.
40 B. Mike McLaughlin – commented about the service builders in town are receiving
41 from the Land Use/Building Permit Department.

42
43 **VIII.**

NON-PUBLIC SESSION

44 **Motion:** Selectman Gray

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

46 **Seconded:** Selectman Crawford

1 **Vote: 4 – 0**
2 **Motion passed.**
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4 **IX. ADJOURNMENT** – meeting adjourned at 6:20 p.m.
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7 *Written on behalf of the Selectmen by Charles Smith, Town Administrator*
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11 _____
12 Approved
13 Kevin D. Quinlan, Chairman

Date

DRAF

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7 **Town of Moultonborough**
8 **Board of Selectmen**
9 **September 26, 2024**

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13 **MEETING MINUTES**
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Present: Chairman of the Board Kevin D. Quinlan opened the meeting at 5:00 p.m. and members present were Vice Chairman Jon W. Tolman, Selectmen Charles M. McGee, Karel A. Crawford, and James F. Gray. Department Heads present were Town Administrator Charles Smith and Town Planner Dari Sassan. Moultonborough Planning Board members present were Vice Chair Peter Claypoole and Member Scott Bartlett.

I. CALL TO ORDER: Chairman of the Board Kevin D. Quinlan called the meeting to order at 5:00 p.m. at the Moultonborough Town Hall in the Ernest Davis meeting room.

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

III. NEW BUSINESS

A. Land Use Department

i. Authorization to apply for Housing Opportunity Planning (HOP) Grant: Town Planner Sassan brought forth a request to the Board of Selectmen for authorization to apply for the grant, application deadline is Monday, September 30th. HOP grant is through Invest NH Municipal Planning & Zoning Grant Program and for amount not to exceed \$100,000. Purpose of the grant would be to hire a consultant to review and update the town master plan, zoning and building regulations. Board and members present discussed the need for more housing in town. Board approved applying for the grant, signing a letter of support to be included in the application and waived the town bidding requirements for hiring a consultant.

Motion: Selectman Crawford

To authorize the Chairman of the Board to sign a letter of support for the Moultonborough Board of Selectmen to be included with the HOP grant application.

Seconded: Selectman Gray

Vote: 5 – 0

Motion passed

Motion: Vice Chairman Tolman

To exercise the provisions of Selectmen policy no. 23, section X, to waive the competitive bidding requirements and authorize the Town Planner to name three consultants to be hired if the town is awarded the grant.

Seconded: Selectman Crawford

Discussion: waiver of the consultants as they are pre-approved through the HOP program, uniquely familiar with the HOP grant, and previously worked with the town. Further, the consultants could help as they are

familiar with the application budgeting and timeliness before the grant closes in September 2026.

Vote: 5 – 0

Motion passed

IV. ADJOURNMENT – meeting adjourned at 5:37 p.m.

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

Approved

Kevin D. Quinlan, Chairman

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

June 10, 2024



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

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

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

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

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

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

Prepared by: Christopher Theriault, Director of Public Works.

TOWN OF MOULTONBOROUGH, NH
PUBLIC WORKS DEPARTMENT

SERVICE CONTRACT
Winter Maintenance 2024-2025

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

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

Terms defined:

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

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

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

Terms and Conditions:

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

not less than one million dollars (\$1,000,000.00) combined single limit. The automobile policy obtained must provide coverage for all owned, non-owned and hired vehicles.

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

must allow a reasonable period of time to cure the breach, except with respect to Contractor's violations of law. In the event that a party breaches and cures the contract on three occasions, to the continuing detriment of the other, the party in breach may be given a final notice termination notice by the other party.

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

See Attachment A.

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

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

Executed for Owner or Contractor:

by: _____
(name), Duly Authorized

its: _____
(title)

Mail Address: _____

date: _____

Executed for Town of Moultonborough, NH:

by: _____
Chris Theriault, Duly Authorized

its: Public Works Director

Mail Address: P.O. Box 139

Moultonborough, NH 03254

date: _____

Approved:

by: _____

TOWN (Authorized Signature)

date: _____

TOWN OF MOULTONBOROUGH, NH
PUBLIC WORKS DEPARTMENT

SERVICE CONTRACT
Winter Maintenance 2024-2025

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Communication: It is mandatory that the Contractor have communication at all times during the entire snow operation with every piece of his equipment that is being contracted by the

Town. The type of communication equipment is at the Contractor's discretion and all associated costs are at the Contractor's expense.

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

Minimum Compensation: All contractors whose equipment is available for every event during the contract period will be guaranteed a minimum payment of five (5) hours per vehicle, per week for any week the contractor is not called in for snow plowing and/or sanding of the roadways. When the Contractor is called in, the minimum hours are used first. Once the minimum hours are exhausted, the Contractor goes on the clock. It is possible for the Contractor to be called in a couple times per week for small events and never hit the minimum. This minimum is to ensure that the contractor's expenses are covered in a mild (snowless) winter.

The Guaranteed Rate Season will last 18 weeks, beginning Monday, November 25, 2024 and continue until Sunday, March 30, 2025.

Fuel Surcharge: (For Plowing - Effective Date, September 2, 2024)*: The hourly rate paid for services under this contract includes fuel. It is assumed that fuel costs during the course of this contract will not exceed \$3.288 per gallon of gasoline* or \$3.919 per gallon of diesel fuel.* If the per gallon price for the given fuel exceeds this amount on the 1st day of any given month during which work is being performed under this contract, as published in the U.S. Department of Energy's chart of Weekly U.S. Retail Gasoline Prices (Regular Grade) or their chart of Weekly Retail On-Diesel Prices (both for the New England region), you are permitted to invoice us for a fuel surcharge for that one month for the amount of the difference times an hourly usage rate of 3.0 gallons per hour.

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

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

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

Effective: October 3, 2024

TOWN OF MOULTONBOROUGH
PUBLIC WORKS

2024-2025 WINTER MAINTENANCE
CONTRACTOR INFORMATION SHEET

CONTRACTOR/COMPANY NAME: _____

Principal/Owner: _____

Mailing Address: _____ Town: _____

Physical Address: _____ Town: _____

State: _____ Zip: _____ Business Phone #: _____ Cell#: _____

Email address: _____

CONTACTS:

Primary contact: _____ Position: _____

Home Phone#: _____ Cell #: _____ Email: _____

Secondary Contact: _____ Position: _____

Home Phone#: _____ Cell #: _____ Email: _____

EQUIPMENT TO BE CONTRACTED:

	<u>VEHICLE MAKE</u>	<u>MODEL</u>	<u>SANDER</u> (Yds.)	<u>PLOW</u> SIZE	<u>WING</u> (Y/N)
1.					
2.					
3.					
4.					
5.					
6.					

Insurance Carrier: _____ Policy #: _____ Exp date: _____

Winter Maintenance 2024-2025 Timesheet

Contractor: _____

Private Contractor- Snow Removal Contractor

Week Ending: _____

Moultonborough, NH 03254

Date	3/4T w/8' plow	3/4T w/8' plow & sander or 9' plow	1T w/8'plow & sander or 1T w/9' plow	1T w/9' plow &sander	Small 6- wheel Dump w/9-10' plow & sander (5500 Series)	Tractor/Skid Steer w/Loader Bucket	Services/Number of Sand Loads per Vehicle per Storm Event
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	____ #of Total Hrs	
Total Hours:							
Rates:	\$80.00	\$90.00	\$90.00	\$100.00	\$105.00	\$105.00	
Amount Due:							

Submitted by: _____

Date: _____

Signature

Received by: _____

Date: _____

Account # 01-437-4596

Private Roads- Outside Contractors

Revised: September 6, 2024 (CMT)

**Moultonborough Public Works
Staff Report
HWY Backhoe Replacement**

July 16, 2024

Background: As part of the 2024 Warrant, Article 14: Backhoe with Attachments was voted on and approved at Town meeting.

Issue: Replacement of Highway Department John Deere 310SG Backhoe.

Discussion: In-depth research conducted by the DPW team sought demonstrations from different manufacturers including Case, JCB, John Deere, and Caterpillar over the past several months. As part of the research, the staff visited multiple communities to speak with other DPW teams about the likes/dislikes and try out the piece of equipment. The Caterpillar 420XE Loader Backhoe stood out in operability, safety, and visibility.

Attached is Milton Cat Quote dated June 25, 2024:

2024 420XE backhoe as specified:	\$187,400.00
Trade In of John Deere 310SG:	<u>\$32,500.00</u>
Net Price:	\$154,900.00

* Includes 7 year/3500-hour Premier Warranty

Fiscal Impact: To be expended from approved 2024 Warrant Article 14 (\$200,000).

Recommendation: The Board of Selectmen approve the request as follows: "Motion to waive the bidding requirements and accept the quote from Milton Cat, for the purchase of the new 2024 Caterpillar 420XE Loader Backhoe, with attachments, in the amount of \$154,900.00 as approved by 2024 Warrant Article 14, and authorize the Town Administrator to sign."

Prepared by: Christopher Theriault, Director of Public Works.



Chris Theriault
Town of Moultonborough
PO Box 139
Moultonborough, New Hampshire 03254

June 25, 2024

Dear Chris,

I want to thank you for allowing Milton Cat one of the leading Caterpillar dealers in North America the opportunity to provide the Town of Moultonborough with a Revised Quote on new 2024 Caterpillar Loader Backhoe for your upcoming equipment replacement needs. Milton Cat highly values your business and you can be assured of unmatched service and dealer support on machines that are second to none in the industry.

Specifications and pricing are only a part of the decision on the purchase of new equipment and does not describe the machine design, reliability and operational advantages, nor does it describe the product support you will receive from your dealer. These factors are extremely important when you are deciding on a major purchase such as a loader backhoe which you will be relying on for the next twenty (20) plus years. Milton Cat, as well as I feel confident that should you choose Caterpillar for your upcoming equipment needs in that you will receive unmatched product support, productivity and reliability from the Caterpillar line of equipment.

Pursuant to your request, please find enclosed another Revised Quote on a 2024 Caterpillar 420XE Loader Backhoe, as per your requested needs and specifications to replace your current 2010 John Deere 310SJTC.

Corporate	84 Concord Street	14 Kendrick Road, Rt. 28	2158 Plainfield Pike	30 Industrial Drive	One Cat Lane, Rt. 2
100 Quarry Drive Milford, MA 01757 508.634.3400	North Reading, MA 01864 978.276.2400	Wareham, MA 02571 508.291.1200	Cranston, RI 02920 401.946.6350	Londonderry, NH 03053 603.665.4500	Richmond, VT 05477 802.434.4228
79 Robertson Boulevard Brewer, ME 04412 207.989.1890	16 Pleasant Hill Road Scarborough, ME 04074 207.883.9586	500 Commerce Drive Clifton Park, NY 12065 518.677.8000	294 Ainsley Drive Syracuse, NY 13210 315.476.5981	4610 E. Salle Drive Batavia, NY 14020 585.815.6200	55 Industrial Park Drive Binghamton, NY 13904 607.772.6500

Chris Theriault

Page 2

MILTON CAT

**One (1) New 2024 Caterpillar 420XE Loader Backhoe, with 0 Hours
Standard and Optional Equipment, Moultonborough, NH**

420XE Loader Backhoe

Caterpillar C3.6, 3.6 Liter, 4 Cylinder Tier 4f, 110 SAE J1349 Net Horsepower Engine
Engine Pre-Cleaner, Engine Pre-Heater, Engine Coolant Heater

Extended Life Coolant Antifreeze, Silicone Engine Hoses

12 Volt Electrical System, 150 Amp Alternator, Dual 880 CCA Heavy Duty Batteries

6 Speeds Forward/3 Speeds Reverse Powershift Transmission, Autoshift

50,582# Front Axle, Mechanical Front Wheel Drive, with Driveshaft Guard

50,582# Rear Axle, with Electronic Rear Differential Lock

Multi Wet Disc Hydraulic Brake, with Dual Pedals and Interlock, Four Wheel Braking

12.5/80-18 BKT Front Tires

19.5/24 BKT Rear Tires

Front & Rear Fenders

Climate Control Deluxe Cab, Interior Lighting

Interior Rearview Mirror, AM/FM Bluetooth Radio

Access Platforms and Steps Both Sides of Cab

Front/Rear Windshield Wiper/Washers

Deluxe Fabric Air Suspension Heated Seat, with Belt

Deluxe Gauges/Touch Screen Monitor/Alarm System

Coat Hook, Lunch Box Holder, Beverage Holder, Tilt Steering Column

Front and Rear/Side Mounted LED Work Lights

Rear Mounted Stop/Tail Lights, Front/Rear Directional/Hazard Lights

3-12 Volt Powerpoints, Backup Alarm

Variable Flow, Axial Piston, Load Sensing/Flow Sharing, Closed Center 49.4 gpm Hydraulic System, with Hydraulic Oil Cooler, Ride Control

Caterpillar XT-3 Hoses, O-Ring Flat Face Seal Hydraulic Fittings

Electric over Hydraulic Seat Armrest Backhoe Controls, with Pattern Changer

Aux. Hydraulic Valve for Rear Aux. Circuit, Aux. Rear Hydraulic Lines

Boom and Stick Drift Reduction Valves, Anti-Swing Valve, Boom Protection Plate

Vandalism Locks, Tool Box

Hydrostatic Power Steering

Single Tilt Style Front Loader, with IT Style Quick Coupler

Front Hydraulic 3rd Function, with Work Tool Control

1.5 Cubic Yard General Purpose Bucket, w/Bolt on Edge

54" Pallet Forks

Curved Style Boom, Extendable Dipperstick

Enhanced Loader/Boom/Stick Cylinders

Hydraulic Coupler

24" HD Dig Bucket

18" Dig Bucket w/No Teeth

42" Hydraulic Tilting Bucket

Hydraulic Thumb

Reversible Stabilizer Pads, with Auto-up Feature, Stabilizer Guards

Operators Manual

Operating Weight as per the above Specifications: 20,750 Pounds

7 Year/3500 Hour Premier Warranty

Chris Theriault

Page 3

\$187,400.00 420XE Quote, per specifications listed on Page 2

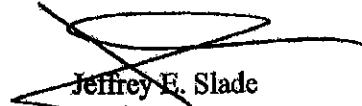
\$ 32,500.00 Less John Deere 310SJTC Trade

\$154,900.00 Net Trade

Should the Town of Moultonborough wish to enter into a Lease/Purchase agreement for the Loader Backhoe; Caterpillar Financial, as well as other lending institutions offer municipalities' leases for up to Seven (7) years on Loder Backhoes. These municipal leases can be structured with monthly, quarterly, semi-annual or annual payments, both upfront and in arrears. I would be more than happy to provide you with any specific lease terms or amounts, should you so desire.

I wish to thank you for allowing Milton Cat the opportunity to provide you with another Revised Quote and I look forward to discussing this with you further. Should you need additional information, or if you have any additional questions, please feel free to contact me.

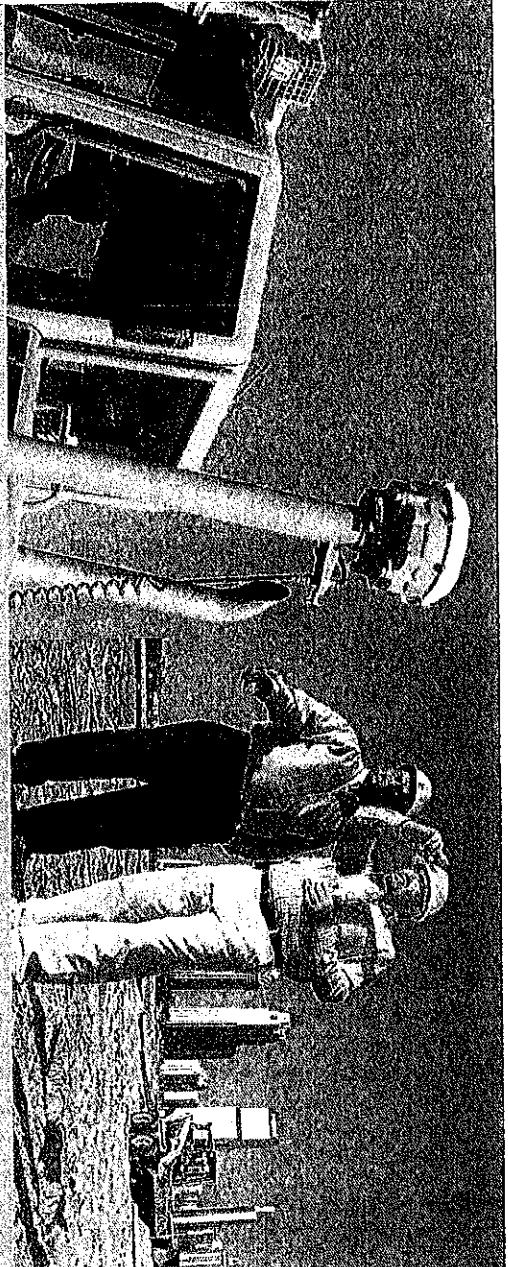
Sincerely,



Jeffrey E. Slade
Territory Manager
Governmental Accounts
New Hampshire/Vermont

JES

surface/moultonboroughnh420xequote24x2



Cat® Equipment Protection Plan

Our most comprehensive coverage includes

powertrain and hydraulic components, as well as additional electrical and structural components. Powertrain components produce, transmit or control engine horsepower for moving the machine. Hydraulic components are associated with steering and implement control.

Contact your local Cat® dealer today or visit

www.cat.com/sep

The information contained herein is provided solely for general information purposes only and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.



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CONTROL YOUR COSTS MINIMIZE YOUR RISKS

This plan safeguards your investments in new and Cat Certified Used* machines beyond the standard warranty period. It includes parts and labor to protect you against covered failures caused by defects in materials and workmanship. With the Premier Equipment Protection Plan, you can increase the predictability of service and maintenance costs—and reduce unplanned downtime.

*Product availability varies by region.

COVERED COMPONENTS

Engine - Internal Components	Balance	Field Pump / Governor Drive	Steering Column	Brake Master Cylinder
Oil Cooler	Oil Pump	Oil Fan Group	Steering Column & Brake Control Valve	Vacuum Pump
Pan/Filter	Oil Fan	Oil Fan & Fan Drive	Steering Gear & Valve	Wheel Cylinder
Exhaust/Manifolds	Fan	Fan & Fan Drive	Power Steering Liquid Module	Brake Caliper Head Assembly
Fan/Window	Water Pump	Steering Gear/Valve	Steering Tie Rod	Control Valves
Fuel/Injector Pumps	Fuel Pump	Steering Column	Steering Column	Brake Lines
Inductors	Inductors	Steering Column	Steering Column	Accumulator
U/H Transfer Pump	Inductors	Transmission Gear	Steering Column	Steering Column
Sensors / Sensors / Sensors	Inductors	Transmission Oil Filter Base	Steering Column	Steering Column
Thermostat	Inductors	Final Drives / Planetary	Steering Column	Steering Column
Engine Oil Filter Mount	Inductors	Drive Shaft	Hydraulic Steering Hoses & Lines	Steering Column
Turbocharger	Inductors	Transfer Case	Hydraulic Steering Hoses & Lines	Steering Column
Starters	Inductors	Wet Brake Assemblies	Hydraulic Valves & Controls	Steering Column
Alternator	Inductors	Hydrostatic Pumps &	Hydraulic Accumulators	Steering Column
AC/Compressor / Condenser	Inductors	Drive Motors	Hydraulic Oil Coolers	Steering Column
Electronic Control / Condenser	Inductors	Hydraulic Hoses and Lines	Hoses and Lines	Steering Column
Governor / Speed Controls & Limiters	Inductors	Hydraulic Steering Swivels	Hydraulic Oil Filter Mount	Steering Column
Belts/Tires	Inductors	Hydraulic Hoses Connected	Hydraulic Oil Temperature Sensor	Steering Column
Pneu-Tank & Assoc. Parts	Inductors	Drive Unit/Exch Control Valves	Fuse / Circuit Breaker Panel	Steering Column
Water Piping	Inductors	Senders / Sensors	Circuit Board	Steering Column
Oil/Hoses/Lines (Non-Hydrostatic)	Inductors	Powershift Transmission	Hydraulic Tanks	Steering Column
Chiller/Bloc	Inductors	Lines / Hoses	Hydraulic Tanks	Steering Column
Port/Return	Inductors	Transmission Oil Tank	Hydraulic Tanks	Steering Column
Portion Rings	Inductors	Drive Train Oil Lines	Hydraulic Tanks	Steering Column
Piston & Connecting Rod	Inductors	Bevel and Transfer Case	Hydraulic Tanks	Steering Column
Camshaft / Main Bearings & Rod	Inductors	Automatic Grade Control	Hydraulic Tanks	Steering Column
Bearings	Inductors	Axle Spring	Weldment	Steering Column
Camshaft & Camshaft Bearings	Inductors	Bogie Suspension	Carbody	Steering Column
Timing Chain / Belt	Inductors	Cross-Slope Control	Main Frame	Steering Column
Cylinder Head	Inductors	Equalizer Bar	Crash Frame	Steering Column
Intake / Exhaust Valve	Inductors	Equalizer Bar/Center Pin Support	Track Roller Frame	Steering Column
Valve Cover & Base	Inductors	Equalizer Bar Support	Track Adjuster	Steering Column
Valve Spring & Guide	Inductors	Stabilizer	Recoil Spring	Steering Column
Rocker Arm	Inductors	Suspension Control	Suspension Control Valve	Steering Column
Rocker Shaft Assembly	Inductors	Universal Joint	Suspension Control Valve	Steering Column
Push Rod	Inductors		Suspension Control Cylinder	Steering Column



WHAT YOU DO

- Perform necessary inspections to confirm eligibility
- Install parts approved by Caterpillar on covered repairs
- Validate your enrollment in the program
- Promptly provide the machine for repair in the event of a covered failure

EXCLUSIONS

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
- > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by covered component failure
- > Failures caused by normal wear-out
- > Freight charges for parts shipments
- > Travel time and mileage involved in getting to a job site
- > Hauling costs and / or retrieval costs
- > Overtime labor costs
- > Repair costs resulting from the failure of any non-covered components
- > Downtime loss
- > Equipment rental charges
- > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
- > Modifications unless approved by Caterpillar

Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.

Invitation for Bids

**FY2025 55K GVW 10-Wheel Truck with
Dump Body, Plow, Wing, and Sander**

Moultonborough, NH

October 3, 2024



Charles F. Smith, Town Administrator

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TOWN OF MOULTONBOROUGH

Invitation for Bids

FY2025 55K GVW 10-Wheel Truck with Dump Body, Plow, Wing, and Sander

Sealed bids for the provision of various items of moving equipment/vehicles will be accepted until 2:00 p.m. on Thursday, October 31, 2024 in the Offices of the Select Board, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud. You may bid on one or more items.

Item #1: Current Model Year 55K GVW 10-Wheel Truck with Dump Body, Plow, Wing, and Sander. This is a cash purchase. A detailed package with information on the equipment to be delivered, the conditions thereof, and bid forms, is available at www.moultonboroughnh.gov (Request for Proposals) or said offices during normal business hours.

The bid is to be submitted in a separate sealed envelope marked, Bid for FY2025 55K GVW 10-Wheel Truck with Dump Body, Plow, Wing, and Sander, October 31, 2024. If mailed, each bid should be in a separate sealed envelope marked similarly to protect against the actual bid being opened in error. Any questions with respect to this invitation must be received, in writing by mail (above address), email (ctheriault@moultonboroughnh.gov), or fax (603.476.5835) to Chris Theriault, Public Works Director, no later than 12:00 p.m. on October 24, 2024. It is the bidder's responsibility to view and account for any addendums relating to this request. These will be posted on the Town's web site no later than 4:00 p.m. on October 25, 2024.

The Town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

Charles F. Smith
Town Administrator

Posted: Town Bulletin Boards (7)
Advertised: Meredith News 10/____/2024 & Laconia Sun 10/____/2024
Mailed: Vendors List
Web: NHMA

Scope of Work or Specifications and Conditions

1. General Description of the Project, Materials and Quantities:

The Town will have the selected company provide the following Items:

Item 1: Current Model Year 55K GVW 10-Wheel Truck with Dump Body, Plow, Wing, and Sander, Diesel Power, Automatic Transmission.

2. Specifications & Certification:

Item 1: See Exhibit A

***Important Notes:**

- 1) If you are submitting a bid that varies in any of the equipment or accessories asked for, you must submit an explanation of this. Explain which Item # you vary on and why.
- 2) If the specification sheet calls for you to fill in the particulars on any of the equipment so that we may compare manufacturers, you must do so.

3. Delivery Location and Timing:

All items fully furnished and equipped as specified, are to be delivered to the Moultonborough Highway Garage off of Moultonboro Neck Road. The cost of delivery must be contained within your bid pricing.

You must specify the number of calendar days, from placement of our order, it will take you to deliver the item.

4. Term of Contract: N/A

5. General Conditions:

- a) If you are in default of this contract you will be given ten (10) days' notice to cure the default. You will have an additional ten (10) days to cure the default. If you do not do so we may cancel the contract.
- b) Any cash payment due to you will be paid upon delivery and acceptance of the vehicle.
- c) The term "days" shall mean calendar days.
- d) Unless otherwise specified, you must provide the standard factory warranty as specified by the manufacturer.
- f) You must have a factory approved service facility within 130 miles of Moultonborough for all items.

6. Questions and Supplements:

Any questions with respect to this invitation must be received, in writing by mail (above address), email (ctheriault@moultonboroughnh.gov), or fax (603.476.5835) to Chris Theriault, Public Works Director, no later than 12:00 p.m. on Thursday, October 24, 2024.

***Important Note:** The answers, and any other changes or supplements to this document, will be posted on the Town's web site as an Addendum no later than 4:00 p.m. on Friday, October 25, 2024. It is the bidder's responsibility to check and verify any such changes in order to account for them in their bid.

7. Description, Continued Use, and Viewing of Trade-In:

2009 Freightliner M916A3 dump truck (VIN: 1FULATCGX9PAE6130), with 51K miles, Detroit Diesel 12.7L Series 60, Allison 4070 Series Automatic Transmission, Meritor Rockwell axles, AM/FM radio, AC, Beau-Roc 14yd Dump Body w/Scuttle Door, Viking-Cives 11' Front Funnel Reversible Plow, 11' Full Trip Wing with Shelving Arm, Downeaster 9-10yd Hydraulic Sander with 24" Chain and Stand. Truck is currently in service, available upon delivery of new truck.

8. Authority to Bid:

If you exist in a different legal form than a sole proprietorship, you must submit the equivalent of a Clerk's Certificate or Direct Consent certificate showing that you may act upon behalf of your Partnership LLC, or corporation.

9. Bid Due Date and Methods of Delivery:

Bids will be accepted until 2:00 p.m. on Thursday, October 31, 2024, in the Offices of the Select Board, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud.

The bid on each item is to be submitted in a separate, sealed envelope marked, "Bid for 55K GVW 10-Wheel Truck with Dump Body, Plow, Wing, and Sander, October 31, 2024" and the item number you are submitting on. If mailed, each bid should be in a separately sealed envelope marked, similarly marked to protect against the actual bid being opened in error.

Town of Moultonborough

**FY2025 55K GVW 10-Wheel Truck with
Dump Body, Plow, Wing, and Sander
Bid Form**
(Please Print or Type)

Name of Bidder: _____

Address: _____

Contact Person: _____
Telephone _____ Fax _____

Email _____

ATTENTION:

Charles F. Smith
Town Administrator
PO Box 139
Moultonborough, NH 03254

Dear Mr. Smith:

Having examined the documentation provided with the subject Invitation for Bids, the undersigned proposes to furnish all materials as requested in accordance with the subject documents.

The undersigned acknowledges Addenda # _____
(If none, write none)

If I am notified my proposal is accepted within forty-five (45) days of the bids having been opened, I will execute a contract for the work within fourteen (14) days thereafter.

I propose to provide the following Items for the following unit pricing: _____

Important Note: If you are not bidding on one of the items write the words "No Bid" In each of the appropriate blank spaces.

A. Current Model Year 55K GVW 10-Wheel Cab & Chassis:

A. As specified \$ _____
(In Figures)

_____ (In Words)
Dollars and _____ Cents

B. Dump Body, Plow Package and Sander

B: As specified \$ _____
(In Figures)

_____ (In Words)
Dollars and _____ Cents

C. Total of A through B Above:

C: As specified \$ _____
(In Figures)

_____ (In Words)
Dollars and _____ Cents

D. Trade-In Allowance:

D: As specified \$ _____
(In Figures)

_____ (In Words)
Dollars and _____ Cents

E. Total Amount (C) Less Trade-In (D):

D: As specified \$ _____
(In Figures)

_____ (In Words)
Dollars and _____ Cents

Time for Delivery: I will deliver this equipment within _____ days (In Figures) of your placement of your order.

Note: In the event there is a discrepancy between the written bid amount and the numerical bid amount, the written amount will be the bid amount recorded.

I understand that the Town may hold my bid for forty-five (45) days prior to awarding a contract.

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and (4) that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterments or other municipal charges that I owe to the Town of Moultonborough or have payment agreement in place or have filed an appeal over the same.

Signature of Bidder

Corporate Seal

Title of Bidder

Signed this _____ day of _____, _____.

CLERK'S CERTIFICATE

At a duly authorized meeting of the Board of Directors of _____
was held on _____ at which a suitable majority
voted that, _____ (Name), the _____
(Title) of this company, be hereby authorized to submit bids, execute contracts and bonds in the
name and behalf of said Company, and affix its corporate Seal thereto and such execution of any
bid, contract or obligation in this Company's name on its behalf by such person under seal of the
Company, shall be valid and binding upon this Company.

A true copy,

ATTEST: _____
(Clerk Signature)

Typed or Printed Name of Clerk

Place of Business: _____

Date of this bid or contract: _____

I hereby certify that I am the Clerk of _____
and that _____ is the duly elected or appointed _____ of said
Company, and that the above vote has not been amended or rescinded and shall remain in full
force and effect as of the date of this bid submission and/or contract execution.

Corporate Seal

Clerk's Signature

Or

DIRECT CONSENT

The undersigned, being all the Directors of _____
a _____ (State) (the “Corporation”), hereby consent to and
authorized the following actions by the Corporation:

RESOLVED: That the corporation shall provide a bid and enter into a certain contract with
the Town of Moultonborough, NH for _____

RESOLVED: That _____ (Name), _____
_____ (Title) of the Corporation, is authorized and
directed to execute on behalf of the Corporation the foregoing bid, contract and other
documents of any kind or nature necessary to affect the purposes of the preceding
resolution.

Dated: _____

Signature

Printed Name

Printed Title

Town of Moultonborough

No Bid Questionnaire

Reference: Bid for FY2025 55K GVW 10-Wheel Truck with Dump Body, Plow, Wing, and Sander, October 31, 2024

Please complete the questionnaire below and return it with your response. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

* * * * No Bid Questionnaire * * * *

A no bid was submitted in reply to the Town of Moultonborough Invitation for Bids for FY2025 55K GVW 10-Wheel Truck with Dump Body, Plow, Wing, and Sander October 31, 2024 for the following reasons:

Item not supplied by our company.
 Bid specification (give reason(s), e.g., too restricted, not clear, etc.): _____
 Profit margin on municipal bids too low.
 Past experience with Town of Moultonborough (give specifics, e.g., payment delay, bid process, administrative problems, etc) _____
 Insufficient time allowed to prepare and respond to bid request.
 Bid requirement too large _____ or too small _____ for our company.
 Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.
 Other reason(s), please specify: _____

.....

Company Name and Address: _____

Phone: (____)

(Signature)

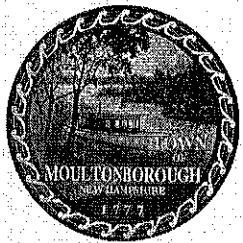
(Typed/Printed Name & Title)

EXHIBIT A

Compliance			Current Year Western Star 47X (Set Forward Front Axle Chassis) (or Equal) Specifications:
Features	Yes	No	
1			Minimum GVW: 64,000. lbs.
2			DETROIT DD13 Gen 5 12.8L 505 HP @ 1625 RPM, 1900 GOV RPM, 1850 LB/FT @ 975 RPM (or Equal)
3			75 Mph Road Speed Limit Cruise Control Speed Limit Same as Road Speed Limit
4			Trailer Towing Provision at End of Frame for Truck
5			Front Plow/End Dump Body
6			DR 12V 160 AMP 28-SI
7			3-Batteries 2700 CCA Min.- With Battery Jumper Terminals
8			Positive Load Disconnect with Cab Mounted Control Switch with Locking Provision Mounted Outboard Driver Seat
9			Positive and Negative Posts for Jumpstart Located on Frame Next to Starter
10			Minimum 13 Gallon Diesel Exhaust Fluid Tank
11			DDC Supplied Engine Mounted Fuel Filter/Fuel Water Separator with Water-In-Fuel Indicator (Or Equal)
12			1350 Adapter Flange for Front PTO Provision
13			Phillips-Temro 1500 Watt/115 Volt Block Heater (Or Equal)
14			Phillips-Temro 300 Watt/115 Volt Oil Preheater (Or Equal)
15			Engine Heater Receptacle Mounted Under LH Door
16			Allison 4000 RDS Automatic Transmission with PTO Provision (Or Equal)
17			Electronic Transmission Customer Access Connector, Blunt Cut, Mounted Between Driver and Passenger Seats
18			Detroit DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 Drop Single Front Axle (or Equal)
19			9,500# Left, 10,500# Right Mixer/Plow Flat Leaf Front Suspension (20,000#) (Or Equal)
20			RT-46-160 46,000# R-Series Tandem Rear Axle (Or Equal)
21			4.56 Rear Axle Ratio
22			Driver Controlled Traction Differential – Both Tandem Rear Axles
23			Automatic Rear Slack Adjusters
24			Hendrickson Haulmaax EX 46,000# Rear Suspension (Or Equal)
25			Air Dryer with Heater
26			WABCO Oil Coalescing Filter For Air Dryer (Or Equal)
27			Steel Air Tanks Mounted Outside And/or Below Frame Just Forward of Rear Suspension
28			Clear Frame Rails from Back of Cab to Front Rear Suspension Bracket, Both Rails Outboard
29			Air Connections to End of Frame with Glad Hands for Truck
30			Primary Connector/Receptacle Wired For Separate Stop/Turn, ABS Center Pin Powered Through Ignition
31			SAE J560 7-Way Primary Trailer Cable Receptacle Mounted End of Frame
32			5640MM (222 Inch) Wheelbase
33			Single- Heavy Duty Frame Rails Front rail extension (plow upfit)
34			70 Gallon/264 Liter Aluminum Fuel Tank - LH
35			11R22.5 16 Ply Radial Rear Tires - 315/80R22.5 20 Ply Radial Front Tires
36			Fiberglass Hood with Access Hatches

37		Switch, Indicator Light and Wiring For (2) Customer Furnished Beacons
38		LED Marker Lamps
39		Wiring and Switch for Customer Furnished Snow Plow Lamps with Dual Connections at Bumper
40		Dual Stainless Steel Heated Mirrors
41		LH And RH Sureplus 574 8 Inch Bright Finish Heated Convex Mirrors with Separate Adjustment, Mounted Below Mirror (Or Equal)
42		RH and LH 8 Inch Heated Stainless-Steel Fender Mounted Convex Mirrors with Tripod Brackets (Or Equal)
43		18" Steering Wheel
44		Stainless Steel Exterior Sun Visor
45		RH And LH Electric Powered Windows
46		Lower RH Door Window with Fresnel Lens
47		2-Piece Tinted Curved Gasket Mounted Heated Windshield
48		Charcoal Black Vinyl Premium Interior
49		Black Mats with Double Insulation
50		5 Lb. Fire Extinguisher
51		12 Volt Power Supply In-Dash plus 12 Volt USB Port
52		Premium High Back Air Suspension Driver Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber (Mordura Cloth)
53		Dual Driver Seat Armrests, No Passenger Seat Armrests
54		97 Db Backup Alarm
55		Outside Air Temperature Gauge with Fahrenheit And Celsius Display Mounted in Overhead Console
56		AM/FM/WB World Tuner Radio with Cd Player, Bluetooth, iPod Interface, USB And Auxiliary Inputs, J1939
57		Six Ignition Controlled Extra Switches with Indicator Light, 20 Amps, Wired Behind Passenger Seat
58		Cab Marker Light and Headlight Switch with Separate Switch and Terminals for Customer Furnished Snow Plow Lights and Turn Signals
59		Cab Color: Solid Metallic Dark Green
60		Black, High Solids Polyurethane Chassis Paint
61		Bumper Painted Same as Chassis
62		Wheels and Rims: Black Powder Coated
63		Custom Hitch with Mounting Bolts, Nuts, and Pins
63a		Custom Hitch Plow & Wing Mount-Power Tilt (incl. yoke)
63b		Access Step
63c		4"x10" DA Cylinder
63d		SAE "C" 2 Bolt Constant Running Pump
63e		30 1/2" Push Center
63f		Hose Connecting Bracket w/Restrictor, Fittings and Disconnect
63g		FH20 Hydraulic Assembly w/Mounting Bracket (3 x 20 cyl.)
63h		Full Trip Hinge
63i		Quick Disconnects for Front Wing Cylinder
64		Rear Mast Weldment – Including Slides, Cylinders, Mounting Brackets, No Tank
64a		Rear Mast H1059IP, RH assembly, CSS (Or Equal)
64b		Polymer Valve Box Cover, Black

65		Reversible Plow, Heavy Duty Trip Edge, 10 Degree
65a		OW3153TE9 Moldboard Reversible, HD Trip Edge, 10 Degree (Or Equal)
65b		Carbide Blade, 12" Punching, w/Steel Cover Blade (for 11')
65c		Twin Cylinder (Cushion Valve) Power Reverse Push Frame
65d		Brace Arms for OW3153TE9 (Pair) (Or Equal)
65e		30 ½" Push Swivel
65f		Dead Sheave Leveling Device (Stainless Steel Cable)
65g		Rubber Deflector, 12" wide, for Moldboard
66		132 WHD RH Wing Weldment, Standard RH Wing (Or Equal)
66a		Carbide Blade, 12" Punching, w/Steel Cover Blade (for 132 Wing)
66b		Full Trip Hydraulic Arms (Cushion Spring Lower)
67		Hook Lift Model SL-412 Swap Loader, 40,000# Lift Capacity (Or Equal)
68		Dump Body – Beau Roc Model DH14 w/Hook Lift Application, Black (Or Equal)
69		Downeaster Spreader Model DS9912 Stainless Steel, Hydraulic, Screens, Flip Chute, w/Hook Lift Application (Or Equal)
70		30-Yard Roll Off Container w/Hook Lift Application, Black
71		16' Beaver Tail Flat Bed Roll Off w/Hook Lift Application, Chain Racks, (8) Deck Mounted D-Rings
72		Headboard w/Cab Shield
73		LED ABL Heated Plow Lights
74		LED Strobes Front and Sides of Cab Shield
75		LED Strobes, S/T/T & B/U at Rear of Truck
76		LED Wing and Sander Light
77		LED Amber Light Mounted on Front of Plow Frame
78		Pintle Plate w/Hook and D-Rings, 7-Way Trailer Plug
79		US Electric Tarp System w/Cover (Or Equal)
80		(2) Cameras, 1-Wing, 1-Rear
81		On-Spots
82		Poly Fenders (Tandem), Mud Flaps w/Anti Sails
83		Hydraulics: A10 Rexroth Load Sense Pump w/Shut Off, Drive Shaft, Hyd.Tank, Hyd Oil, Hose Kit, Stainless Steel Lines Where Feasible
84		(6) Walvoil Valves
85		DEL Air Controls
86		Cirus EZ Spread 3 Spreader Controller
87		Divertor Valve
88		Liquid Spray System (2) 75 Gallon Calcium Tanks w/Electric Calcium Pump
89		24" x 24" External Tool Box (Mounted on Passenger Side)
WARRANTY ITEMS		
1		Extended Warranty Options including term and pricing
2		Allison 4000 RDS Series Transmission Extend Warranty, 7 Years/Unlimited Miles (Or Equal)
3		Axle: Front/Single Rear HD Moderate 7 Year/150,000 Mile Extended Axle Coverage. (Or Equal)
4		EW4: DD13 VOC 7 Years / 150,000 Miles Full Coverage, FEX Applies. (Or Equal)
5		TC4: HD MODERATE VOC 7 Years / 150,000 Miles Extended Truck Coverage, FEX Applies. (Or Equal)



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

Board of Selectmen Agenda Report

Date: 9/30/24

To: Board of Selectmen Agenda

From: Dan Sturgeon

Subject: Fire Permit for Recreation Dept. Event at Kraine Meadow Park on October 26th

Recommended Motion: Approve fire permit for event at KMP

Background: The Recreation Department would like to obtain a fire permit for their annual Halloween Boo-Levard program on October 26th at Kraine Meadow Park. We have previously issued fire permits to the Recreation Dept. for various events throughout the year. They have the appropriate fire pits on site and there are no hazards present. Permission of the Landowner, the Town is needed to issue a fire permit for someone to kindle a fire on property they do not own.

Fiscal Impact: N/A



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: September 26, 2024

To: Board of Selectmen

From: Thomas Hughes, Town Assessor *(Signature)*

Subject: Corrective Action on Abatement Credit Refund – MBLU # 194-040 – 12 Falcon Way - Fritzsche

Recommended motion: Motion to approve a \$944.00 tax abatement, to Peter Fritzsche, for 2023 taxes on MBLU# 194-040, an improved parcel located at 12 Falcon Way. This approval is meant to be a clerical corrective action to the original abatement approved on August 1, 2024. The revised assessment value herein supersedes the revised assessment value in the original application.

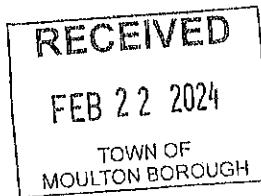
Background: This abatement request was originally approved on August 1, 2024. However, the Revised Assessment value, in Section J – Disposition of Application section of the original application was incorrect. It was entered as \$1,784,000, when the correct amount is \$1,729,800. This was a typographical error only; it did not impact the abatement calculation and as such the correct amount was abated.

The following is the basis for the abatement as stated in the original application:

Based upon an inspection of the property and neighborhood, as well as analysis of the appraisal report provided by the taxpayer and relevant market data, a downward adjustment was made to the land condition factor. The adjustment was made to better reflect the actual land conditions of the parcel, while also maintaining consistency of site conditions throughout the neighborhood and with other waterfront properties having similar site conditions. Additional adjustments were made to the residence, to include downgrading the style of the house from Chalet to Cottage and the condition from Good to Average.

Issue: Incorrect revised assessment value in original application, that was approved on August 1, 2024.

Fiscal Impact: \$944.00 (plus any applicable interest) – No change from the original approved abatement.



FOR MUNICIPALITY USE ONLY:

Town File No.: 2023-41

Taxpayer Name: Fritzsche, Peter A.

RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))

Name(s): Peter Fritzsche

Mailing Address: 405 Yankee Ridge Lane, Urbana IL 61802

Telephone Nos.: (Home) 217 344 5012 (Cell) (Work) (Email) p.fritzsche@illinois.edu
preferred

Note: If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

SECTION B. Party's(ies') Representative if other than Person(s) Applying (Also Complete Section A)

Name(s):

Mailing Address:

Telephone Nos.: (Home) (Cell) (Work) (Email)

SECTION C. Property(ies) for which Abatement is Sought

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
200144/040/000/000	12 Falcon Way	Moultonborough	res. waterfront 1,845,400

SECTION F. Taxpayer's(s') Opinion of Market Value

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal. (2023)

Town Parcel ID# 000194/040/000/000 Appeal Year Market Value \$ 1100,000

Town Parcel ID# _____ Appeal Year Market Value \$ _____

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

SECTION G. Sales, Rental and/or Assessment Comparisons

List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents. (Attach additional sheets if needed.)

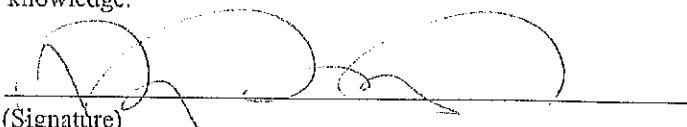
Town Parcel ID#	Street Address	Sale Price/Date of Sale	Rents	Assessment
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See attached appraisal

SECTION H. Certification by Party(ies) Applying

Pursuant to BTLA Tax 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of RSA ch. 641 the application has a good faith basis, and the facts stated are true to the best of my/our knowledge.

Date: Feb 20 2024


(Signature)

Peter Fritzsche
(Print Name)


(Signature)


(Print Name)

SECTION I. Certification and Appearance by Representative (If Other Than Party(ies) Applying)

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA ch. 641:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
3. a copy of this form was sent to the Party(ies) applying.

Date: _____ (_____

(Print Name) Representative's Signature) _____

SECTION J. Disposition of Application* (For Use by Selectmen/Assessor)

*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date . . ."

Abatement Request: GRANTED X Revised Assessment: \$1,729,800 DENIED _____

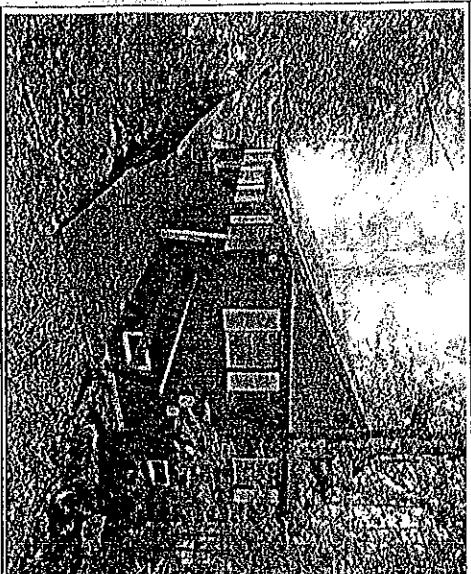
Remarks: Based upon an inspection of the property and neighborhood, as well as analysis of the appraisal report provided by the taxpayer and relevant market data, a downward adjustment was made to the land condition factor. The adjustment was made to better reflect the actual land conditions of the parcel, while also maintaining consistency of site conditions throughout the neighborhood and with other waterfront properties having similar site conditions. Additional adjustments were made to the residence, to include downgrading the style of the house from Chalet to Cottage and the condition from Good to Average.

The amount to be abated is: **\$944.00 (plus any applicable interest)**

Date: 10/03/2024

(Selectmen/Assessor Signature)

PICTURE



FRITZSCHE PETER A
405 YANKEE RIDGE LANE
URBANA, IL 61802

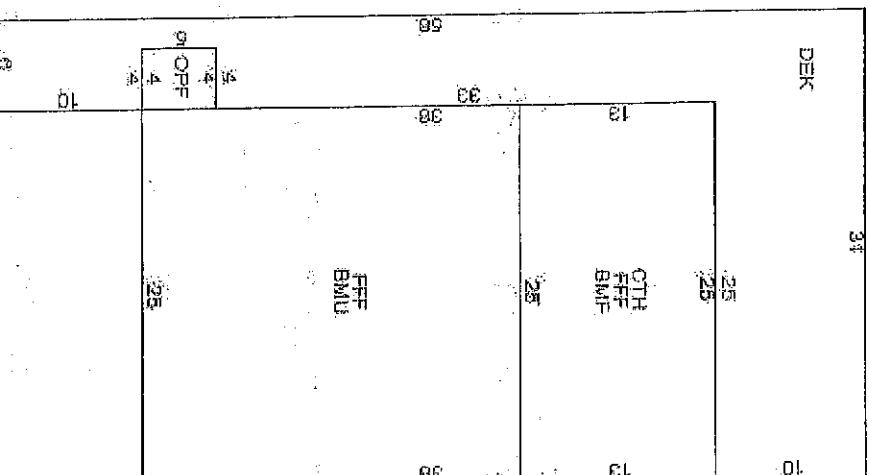
OWNER
District
Percentage

TAXABLE DISTRICTS
Model: 1 STORY FRAME COTTAGE
Roof: GABLE OR HIP/ASPHALT
Ext: PREFAB WOOD PANEL
Int: K PINE/A WD

Floor: HARDWOOD
Heat: GAS/FA DUCTED
Bedrooms: 3
Extra Kitchens: 0
A/C: No
Quality: A0 AVG 100%
Com. Wall: 0
Size Adj: 1.0449
Base Rate: RCP 86.00
Bldg. Rate: 1.0533
Sq. Foot Cost: \$ 90.58
Fixtures: 6
Fireplaces: 0
Generators: 0

PERMITS
Date
Project Type
Notes

BUILDING DETAILS					
ID	Description	Area	Adj.	Effect.	
FFF	FST FLR FIN	1275	1.00	1275	
BMU	BSMNT	950	0.15	143	
OPF	OPEN PORCH	20	0.25	5	
DEK	DECK/ENTRANCE	578	0.10	58	
CAN	CANOPY	20	0.10	2	
CTH	CATHEDRAL	325	0.10	33	
BMF	BSMNT FINISHED	325	0.30	98	
GLA:	1,275	3,493		1,614	



2023 BASIC MARKETING ANALYSIS

Market Cost New: \$ 146,196

Year Built: 1970

Condition For Age: AVERAGE

Physical: 18 %

Functional: 18 %

Economic: 18 %

Temporary: 18 %

Total Depreciation: 18 %

Building Value: \$ 119,900

4	OPF	4
4	OPF	4



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

Board of Selectmen Agenda Report

Date: September 27, 2024

To: Board of Selectman

From: Dari Sassan, Town Planner, Robin Reade, HR Director

Subject: Land Use Administrator

Recommended motion: *To approve the Job Description for the Land Use Administrator position and reclassify the Land Use Administrative Assistant II to Land Use Administrator.*

Recommended motion: *To approve the job advertisement for hiring the vacant Land Use Administrator position.*

Fiscal Impact: no changes from the Admin Assistant II pay range. Starting rate is \$22.96 to \$29.96, final pay rate will be based on qualifications and experience.

Town of Moultonborough, NH

**POSITION: Administrative Assistant IILand Use Administrator
of Development ServicesLand Use**

DEPT: Office

FLSA STATUS: Non-Exempt

REPORTS TO: Town Planner

GENERAL SUMMARY

Performs a variety of clerical and secretarial functions including word processing, data entry, electronic posting and other common customary office skills. This work requires the ability to coordinate with other Town departments and to interact with the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepares all public and legal notices of meetings and mailings, and prepares agendas and other documents as required.
- Maintains active knowledge of legal requirements for administration of land use board cases and business.
- Assists Town Planner, Code & Health Officer and others as required with zoning and planning administration related to land use matters, as necessary.
- As assigned, performs application review to potentially include zoning or technical review of building and land use cases.
- Maintains, distributes and publicizes all records pertaining to land use regulations, applications and application status.
- Takes minutes for land use boards including the Planning Board and Zoning Board of Adjustment. Maintains and revises minutes as directed by boards. Directs applicants to appropriate boards and applications.
- Prepares appropriate meeting packages to ensure land use boards have sufficient information upon which to base decisions.
- Ensures the maintenance of accurate and complete records of the office relating to applications, maps, blueprints and sketches.
- Posts notices and other information on the Town website and maintains the office portion of the web site.
- Maintains permit files for DES documents and Development Services notebook.
- Provides primary support to the Code & Health Officer by taking in applications for Building permits, scheduling inspections, processing applications and distributing permits to applicants.
- Receives incoming telephone, e-mail and fax correspondence for Land Use Boards, the Code & Health Officer and the Town Planner.
- Receives public inquiries and provides available information and application forms required by land use boards. Performs research for inquiries, if needed.
- Prepares copies of Town documents requested by the public.
- Is responsible for general correspondence and document file maintenance.
- Monitors the expiration dates of letters of credit, bonds, and other collateral.
- Performs receptionist duties and clerical assistance on an as needed basis.
- Accesses GIS system to upload document files and download mapping for reports and inquiries.

OTHER DUTIES AND RESPONSIBILITIES

Performs other related duties as requested.

REQUIRED MINIMUM QUALIFICATIONS

Education and Experience

Associate Degree related to planning, administration, management or related field.

Three years municipal land use experience required.

Or any equivalent combination of education, training and experience which demonstrates possession of the required knowledge, skills and ability.

Preference given to those with experience.

Knowledge, Skills and Abilities

- Knowledge of Town Ordinances, Policies and Regulations.
- Knowledge of State Planning and Zoning Statutes, RSA's.
- Knowledge of various software programs, which include Microsoft works, Tax/GIS Mapping, and any further programs that are required.
- Ability to establish and maintain effective working relationships with other departments and other employees is essential.
- Ability to maintain professionalism at all times, while occasionally working under pressure and within time constraints.
- Assists with administrative aspects of the office.

SUPERVISION EXERCISED

None.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Computers, calculator, copier, fax machine, phone and other general office equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms and talk, see and hear. The employee must occasional lift/move up to 25 pounds, bend, stoop or crouch. Occasional site walks may require walking on unimproved surfaces in their natural state, in naturally occurring weather conditions and environments.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in office setting, though periodic site visits may require performance of job functions outdoors for short periods of time. Attendance at night meetings is required.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as

listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

The job description does not constitute an employment agreement or contract between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



TOWN OF MOULTONBOROUGH

Land Use Administrator

The Town of Moultonborough is actively seeking candidates to fill a full-time position as our Land Use Administrator. Essential duties and responsibilities include assisting the Town Planner and Code Enforcement Officer with zoning and planning administration related to land use regulations, preparing meeting packets, preparing copies of Town documents requested by the public. The ability to interact with the public while representing the town are a must. Municipal experience is preferred.

Qualifications

High School graduate with specialized training in administrative skills. Three years of municipal land use experience preferred. Any equivalent combination of education, training and experience which demonstrates possession of the required knowledge, skills and abilities.

Salary

The salary range for the position is \$22.96/hour to \$29.96/hour. Starting salary will be based on qualifications and prior experience.

How to Apply

Interested applicants should forward a cover letter, resume, and Town of Moultonborough application for employment to Robin Reade, HR Director, P.O. Box 139, Moultonborough, NH 03254, or email rreade@moultonboroughnh.gov

LEE'S MILLS STEAMBOAT ASSOCIATION, INC.

P.O. Box 864
Moultonborough, NH 03254-0864

September 16, 2024



Mr. Kevin D. Quinlan, Chair, Board of Selectmen
Town of Moultonborough, NH
PO Box 139
Moultonborough, NH 03254-0139

Dear Mr. Quinlan:

The Lee's Mills Steamboat Association thanks you, the members of the Board of Selectmen and Town staff for your support and sponsorship for the past many years of one of the world's largest annual steamboat rallies. We were pleased to hold our 52nd Annual Meet this year with 33 boats in attendance.

In preparation for our 53rd meet next year we are requesting written confirmation from the Town of Moultonborough of your approval and support for this event. Listed below are the many items the Town has graciously provided in the past. We respectfully request similar support for the 2025 meet:

For the dates of Tuesday, September 2, 2025, through Monday, September 15, 2025, we are requesting:

- A. Your approval for:
 - a. The Lee's Mills Steamboat Association, Inc. to conduct a Steamboat Meet (a written approval letter would be appreciated, please),
 - b. Use of the Lee's Mill parking area, launch ramp and town docks with the exception of the dock slip occupied by the Town fire boat.
 - c. Allowing The Lee's Mills Steamboat Association to restrict the admittance of dogs to the area, except for service dogs required for personal support.
- B. The following services, as provided in past years, would be much appreciated:
 - a. Provide 5 sanitary toilets and a wash station with towels and soap. Including daily service of these facilities at the Lee's Mill parking area.
 - b. Use of the Moultonborough Function Hall for our annual dinner from 4:00PM to 9:30PM Saturday, September 13, 2025. We will provide a Certificate of Liability Insurance and guarantee returning the facility to excellent condition.
 - c. Notify all Town Services of our use of the Lee's Mills parking area and launch ramp site for the dates above.
 - d. Coordinate with the Fire Department to mark and place cones for a fire lane to the fire boat dock.
 - e. Mow the grass at the Lee's Mills parking area by Tuesday, September 6, 2022.

This event has become a major attraction for Moultonborough, its restaurants, businesses and rental property owners. Although we expect to continue for many more years, we are facing significant increases in cost placing an additional fiscal burden on our members.

For many years the meet has been costing about \$5,000 with major items being firewood, tent rental, insurance and dock maintenance. Ageing membership now requires hiring labor for tasks previously performed by members who are now unable to provide on a volunteer basis. Next year we expect costs to exceed \$7,000 largely due to the need to hire laborers for wood preparation and dock installation and retrieval.

Although our members have been generous, these increased costs are placing a significant burden on these members. Should the Town be willing to increase its past generous support we would be most appreciative of any additional assistance.

The continued support and encouragement of the Town of Moultonborough is essential to our continuing to attract approximately 35 boats with their owners, families and spectators during the week following Labor Day. We look forward to working together again this coming year and for a successful and enjoyable 53rd Annual Meet.

Sincerely,



David W. Thompson Sr., Founder and President ex officio,
Lee's Mills Steamboat Association, Inc.

cc: Charles F. Smith, Town Administrator
Mary Bengtson, Recreation Department

Town of Moultonborough Request 2025



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

Board of Selectmen Agenda Report

Date: September 30, 2024

To: Board of Selectmen

From: Town Administrator

Subject: Town Investment Policy No. 5

Recommended motion: *"To approve Statement of Policy No. 5 the towns 2024 Investment Policy."*

Background: per the requirement of RSA 41:9, VII on annual basis the Board of Selectmen are required to review the investment policy.

Issue: N/A – no suggested changes.

Fiscal Impact: N/A

Office of Selectmen
Post Office Box 139
Moultonborough, N.H. 03254
(603) 476-2347

STATEMENT OF POLICY
No. 5

2024 INVESTMENT POLICY

Responding to the requirements of RSA 41:9 VII, the Board of Selectmen hereby enacts this investment policy.

I. SCOPE

This investment policy applies to all Town of Moultonborough financial assets except those controlled by the Trustees of the Trust Funds. This includes:

- General fund
- Special revenue fund(s)
- Any other funds legally and appropriately held by the Treasurer.
- Any new funds created by at Town Meeting, unless specifically exempted by the article of creation.

This investment policy applies to all transactions involving the financial assets and related activity of all the foregoing funds. This investment policy does not address the financial assets of the Town of Moultonborough maintained by the Trustees of the Trust Funds.

II. OBJECTIVES

- A. Safety. The safety of principal of the financial assets of the Town of Moultonborough is the foremost objective of the Board of Selectmen. Each investment transaction shall seek first to ensure the avoidance of losses.
- B. Credit Risk. The Board of Selectmen recognizes that investment risks can result from issuer defaults or various technical complications leading to temporary loss of liquidity. The Treasurer shall only invest assets of the Town of Moultonborough in such instruments as may be specifically authorized by the Revised Statutes Annotated of the State of New Hampshire.
- C. Yield. The Board of Selectmen seeks to attain market rates of return on the investment of Town funds that are consistent with state laws that restrict the placement of public funds. It is therefore the responsibility of the Treasurer to represent the best interests of the Town in seeking to invest funds efficiently.

III. STANDARDS OF CARE

All participants in the investment process shall act responsibly as custodians of the public trust. They shall avoid any transaction that might impair public confidence in any elected official.

- A. Delegation of Authority. RSA 41:29 gives the duly elected Treasurer, with the approval of the Board of Selectmen, the authority to manage the investment program for the Town of Moultonborough. The Board of Selectmen hereby authorizes investment of excess and other funds in accordance with RSA 41:29, RSA 35-B, RSA 36-A, RSA 202-A, RSA 673, and any other applicable RSAs.
- B. Prudence. The standard of prudence to be used by the Treasurer shall be the “prudent person” standard and shall be applied in the context of managing an overall investment portfolio. The Treasurer shall make investments with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, considering the safety of capital as well as the probable income derived. The Treasurer, acting in accordance with this investment policy and exercising due diligence, shall be relieved of personal responsibility for issuer defaults or technical complications leading to temporary loss of liquidity, provided deviations from expectations are reported to the Board of Selectmen in a timely manner and the investments liquidated in a timely and responsible manner.
- C. Ethics and Conflict of Interest. The Treasurer shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair his or her ability to make impartial investment decisions. The Treasurer shall refrain from undertaking personal investment transactions with the same individual with whom he or she conducts business on behalf of the Town of Moultonborough. The Treasurer shall disclose, to the Board of Selectmen, any material financial interests in banks that conduct business with the Town of Moultonborough. He or she shall further disclose any personal financial positions related or perceived as related to the performance of the investment portfolio.

IV. INTERNAL CONTROLS

The Board of Selectmen is responsible for establishing and maintaining internal control procedures designed to insure the protection of Town assets from loss, theft, misuse, fraud, employee error, or misrepresentation by third parties. They shall design internal control procedures to provide reasonable assurance to meet this objective.

The concept of reasonable assurance recognizes that (1) the cost of a control shall not exceed the benefits derived, and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, the Board of Selectmen shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. In addition, internal control procedures shall address the following points:

- A. Control of Collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- B. Separation of Transaction Authority from Accounting and Recordkeeping. To achieve a separation of duties, the person who authorizes or performs a transaction cannot be the same person who records or otherwise accounts for the transaction.
- C. Written Confirmation of Telephone Communications and Wire Transfers for Investment Transactions. Due to the potential for error and improprieties arising from telephone transactions, written communications shall support all telephone confirmations and wire transfer and shall receive transmission approval by the appropriate person. Written communications may be via fax, if on letterhead, providing the safekeeping institution has a list of the authorized signatures.

V. AUTHORIZED DEPOSITORYIES

All depository accounts of the Town of Moultonborough must be in the name of the Town of Moultonborough. The depository (ies) shall forward all income payable to the Town of Moultonborough and all revenue received by the Town of Moultonborough to the Treasurer. The Treasurer shall deposit said funds in accord with RSA 41:29 II with one or more of the following institutions:

- A. Public Deposit Investment Pool established pursuant to RSA 383:22.
- B. Federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state.
- C. Federally insured banks outside the state if such banks pledge and deliver to a third-party custodial bank or the Federal Reserve Bank collateral security for such deposits of the following types:
 - United States government obligations
 - United States government agency obligations; or
 - Obligations of the state of New Hampshire in value at least equal to the amount of the deposit in each case.

VI. AUTHORIZED INVESTMENTS

All investment accounts and securities of the Town of Moultonborough must be in the name of the Town of Moultonborough. The Treasurer may invest assets of the Town of Moultonborough which are not immediately needed for the purpose of expenditure in one or more of the following securities in accord with RSA 41:29 IV:

- A. Public Deposit Investment Pool established pursuant to RSA 383:22.
- B. Federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state, for such deposits of the following types:
 - Money Market Accounts
 - Certificates of Deposit
 - Repurchase Agreements

- All other types of interest-bearing accounts; or
- Obligations fully guaranteed as to principal and interest by the United States government.

The obligations may be held directly or in the form of securities of or other interests in any open-end or closed-end management-type investment company or investment trust registered under 15 U.S.C. section 80a-1 et seq., if the portfolio of the investment company or investment trust is limited to such obligations and repurchase agreements fully collateralized by such obligations.

The Treasurer, in January of each calendar year, shall obtain a Statement of Condition from each bank where the Treasurer deposits or invests funds.

VII. DIVERSIFICATION

It is the policy of the Board of Selectmen to diversify its investment portfolio. To the largest extent possible, the Treasurer shall diversify the investment of assets held in a common cash fund and any other investments to eliminate risk resulting from excessive credit risk or over-concentration of assets in a specific maturity. The Treasurer shall determine and periodically revise diversification strategies. These strategies shall receive review and approval by the Board of Selectmen according to Section IX presented below.

Portfolio diversification is desirable in order to control risk. The expectation is that the Treasurer shall display prudence in the selection of investments in order to minimize risk.

VIII. COLLATERALIZATION

The institution receiving Town assets on deposit must agree to collateralize the deposits pursuant to Title XXXV (Banks and Banking, Loan Association, Credit Unions) of the Statutes of the State of New Hampshire or RSA 383:22 (if investments reside in the NHPDIP). Further, the institution must abide by the current New Hampshire Code of Administrative Rules on Collateralization of Public Deposits set forth in Chapter Ban 1400 through Ban 1450.

The Treasurer shall provide a written list of all the investment instruments of the Town. Any institution holding deposits of Town assets must collateralize the total of these deposits with pledged securities that shall be equal to or in excess of the amount of the public funds deposited, less any portion thereof covered by federal deposit insurance.

Collateralization must remain in effect so long as Town assets remain on deposit. Further, the institution must agree to notify the Treasurer ninety (90) days in advance by written notice before electing to cancel collateralization or refusal to accept additional or future Town deposits.

IX. SAFEKEEPING AND CUSTODY

The Board of Selectmen shall provide security bonds according to law that cover the Treasurer and other officials handling Town assets to protect the public against possible embezzlement and malfeasance. An external auditor shall annually review and report on financial accounting and safekeeping procedures employed by the Treasurer and the Town.

X. REPORTING

The Treasurer shall submit a monthly report to the Board of Selectmen that reconciles all depository cash accounts and all investment accounts of the Town of Moultonborough. The Treasurer shall submit a semi-annual (June 30 and December 31) investment report to the Board of Selectmen that includes the following information:

- A. As of the end of the reporting period, a list of each of the following items:
 - Certificates of Deposit that the Treasurer does not intend to hold to maturity, with an explanation as to why the Treasurer chooses to liquidate them prior to maturity, and stating any penalties,
 - Investments held by maturity date, and
 - Transactions completed during the reporting period.
- B. Summary of the investment strategies employed in the most recent quarter.
- C. Description of any anticipated changes to the portfolio or anticipated changes in investment strategy.
- D. Explanation of the total investment return for the quarter compared to the anticipated return for the quarter.
- E. Explanation of any areas of concern.

XI. RECONCILIATION

Upon the request of the Board of Selectmen, its designee may perform periodic surprise audits of evidence of ownership and of the safekeeping and custodial systems. The Treasurer will receive written notice of the Board of Selectmen's desire to perform an internal audit.

This policy shall be effective immediately upon adoption and shall remain in effect until superseded or replaced. RSA 41:9 requires that this policy receive review and re-enactment annually. It is due to be reviewed one year from the date of adoption.

Date of Adoption:
October 3, 2013

Date of Amendment(s):
August 21, 2014

Date of Amendment(s)/Review:
August 10, 2017

Date of Amendment(s)/Review:
May 2, 2019

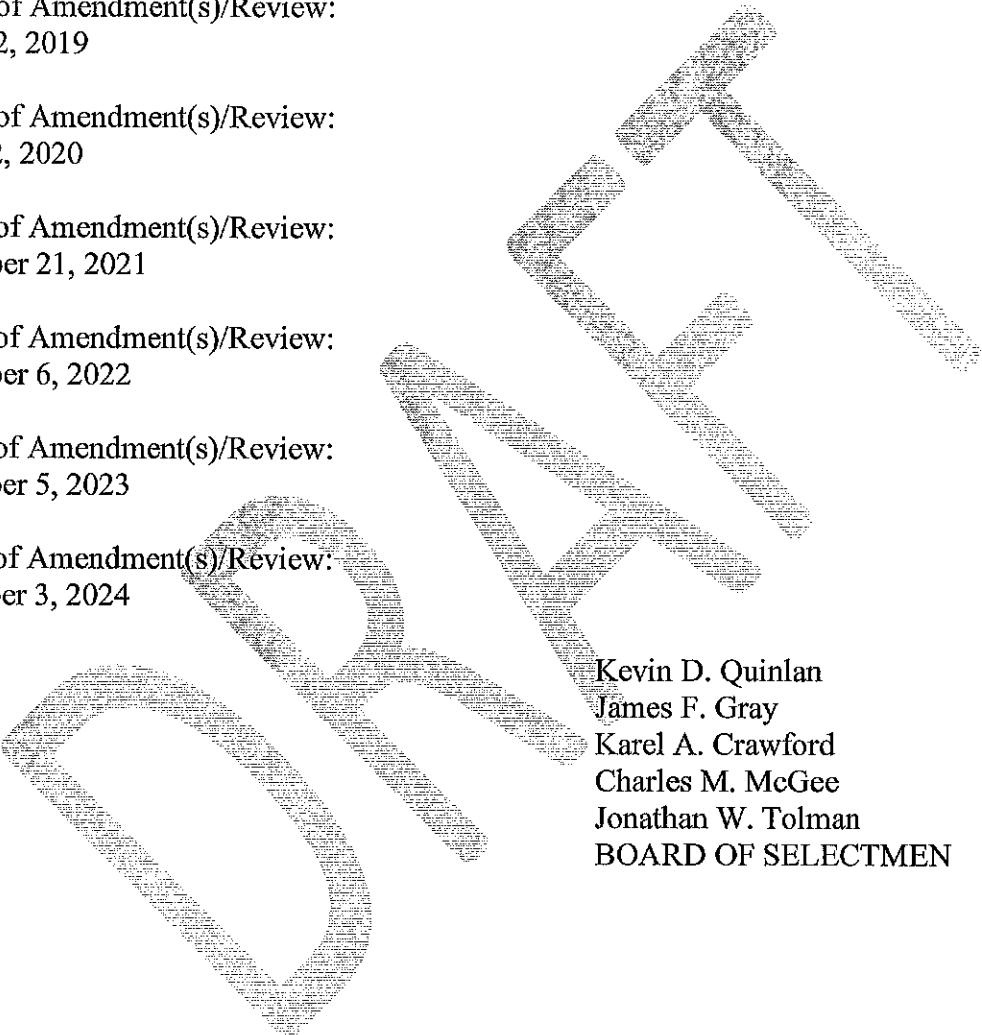
Date of Amendment(s)/Review:
July 2, 2020

Date of Amendment(s)/Review:
October 21, 2021

Date of Amendment(s)/Review:
October 6, 2022

Date of Amendment(s)/Review:
October 5, 2023

Date of Amendment(s)/Review:
October 3, 2024



Kevin D. Quinlan
James F. Gray
Karel A. Crawford
Charles M. McGee
Jonathan W. Tolman
BOARD OF SELECTMEN

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND

UNINCORPORATED PLACES

CHAPTER 41

CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:9

41:9 Financial Duties. —

- I. The selectmen shall pay all sums of money received by them in behalf of the town to the town treasurer immediately after receipt, and state to him from whom and for what received.
- II. They shall draw orders upon the treasurer for the payment of all accounts and claims against the town allowed by them, and take proper vouchers therefor.
- III. They shall keep a fair and correct account of all moneys received, all accounts and claims settled and all orders drawn by them, and of all their other financial transactions in behalf of the town.
- IV. They shall publish in the next annual report, or post at the annual meeting, the general fund balance sheet from the most recently completed audited financial statements or from the financial report filed pursuant to RSA 21-J:34, V.
- V. In the case of an accumulated general fund deficit, the selectmen shall insert an article in the warrant recommending such action as they deem appropriate, which may include, but is not limited to, raising a sum of money for the purpose of reducing that deficit.
- VI. The selectmen shall be responsible for establishing and maintaining appropriate internal control procedures to ensure the safeguarding of all town assets and properties.
- VII. The selectmen shall annually review and adopt an investment policy for the investment of public funds in conformance with applicable statutes and shall advise the treasurer of such policies.
- VIII. The selectmen shall be responsible for establishing procedures to ensure that all funds paid to the town from any department shall be remitted to the treasurer at least on a weekly basis or daily whenever such funds total \$500 or more. Remittances to the treasurer from the tax collector shall be in accordance with RSA 41:35 and remittances from the town clerk shall be in accordance with RSA 261:165.

Source. 1869, 26:3. 1874, 85:1. GL 40:9. PS 43:7. PL 47:14. RL 59:13. RSA 41:9. 1993, 181:1. 1994, 147:2. 2007, 246:2, eff. Aug. 27, 2007.



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Board of Selectmen Agenda Report

Date: September 27, 2024

To: Board of Selectmen

From: Chief Bengtson

Subject: Disposal of 2017 Ford Explorer

Recommended Motion: "The Select Board accept the recommendation of the Fire Chief and exercise the option allowed in the Statement of Policy No.23, VIII, B and dispose of the vehicle in a manner to be construed as the best advantage to the Town of Moultonborough."

Background: In 2017 the Town Meeting authorized the replacement of the fire chief's vehicle for \$52,500. A 2017 Ford Explorer Interceptor was purchased and outfitted with emergency lighting, radios, and vehicle marking. The 2024 Town Meeting authorized \$65,300 for the replacement of the Fire Chief's vehicle with a Ford F-250 pickup truck. The new vehicle has been placed in service and the 2017 vehicle has been removed from service. All the emergency lighting, equipment and markings have been removed from the vehicle and the vehicle is no longer in service with the fire department. The vehicle has been moved to DPW until disposed of. The 2017 Ford Explorer's condition would be described as poor to fair condition. It has body damage from duty during storms and there are multiple holes in the body and interior from mounting antennas, emergency lighting and equipment. The vehicle has: 94,760 miles/3,851 Engine Hours/1,223 Engine Idle Hours/Average Fuel is 17.9 miles per gallon.

Fiscal Impact: Estimating the value of a vehicle of this nature is difficult due to the modifications that have been made by the fire department. Historically the sale of these types of vehicles has been for \$5,000 or less. Given the condition of the vehicle, I would believe that to be a reasonable value, but I would differ to the Town Mechanic on this matter.