

**Town of Moultonborough  
Board of Selectmen  
Meeting Agenda  
March 20, 2025  
5:00 P.M.  
6 Holland St. Moultonborough, NH**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. BOARD OF SELECTMEN ORGANIZATION**
  - A. Chairman of the Board
  - B. Vice Chairman of the Board
  - C. Planning Board Ex-Officio Full Member
  - D. Planning Board Ex-Officio Alternate Member
  - E. Capital Improvements Program Committee Ex-Officio
  - F. Advisory Budget Committee Ex-Officio
  - G. Heritage Commission Ex-Officio
  - H. Joint Inter-Municipal Ambulance Service Committee
  - I. Carroll County Communications District
  - J. Change of Meeting Night to Tuesday
- IV. REVIEW / APPROVAL MINUTES**
  - A. 2/27/25 + 2/27/25 NP
  - B. 3/6/25
- V. CONSENT AGENDA**
  - A. NH Department of Revenue Administration (DRA)
    - i. Form A-10; Application for Current Use Assessment; Randall Road
    - ii. Form PA-29; Veteran's Tax Credit(s)
  - B. Response to 2025 Tax Exemptions
    - i. Religious Exemption
      - a) Harvest Church of the Lakes Region
    - ii. Charitable Exemptions
      - a) Loon Preservation Committee
      - b) Squam Lake Conservation Society
      - c) 9 Locke Lane
    - iii. Elderly Exemption
      - a) 216 Sibley Road
  - C. Lee's Mills Boat Dock Lease Agreement (Slip 2-A)
  - D. Personnel Action Form(s)
  - E. Shannon Cemetery Lot Purchase #338
  - F. Disposal Agreement(s)
    - i. MBLU #022-007
    - ii. MBLU #045-009
  - G. State Parade Permit(s) – Activity Conducted on State Highway
    - i. Memorial Day Parade
    - ii. Fourth of July Parade

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

**VI. NEW BUSINESS**

- A. Introduction: Heather Chastain, PD Administrative Assistant
- B. Presentation Re: Top Dog Recipient Award
- C. Presentation Re: Women's Club - Gift Idea to the Town in honor of the club's 75<sup>th</sup> Anniversary
- D. Action Re: Scout Troup 142 - Fundraiser at the Transfer Station 4/19/25
- E. Action Re: Lakes Region Dance - Fundraiser at the Transfer Station (Date TBD)
- F. Action Re: LRPC Request to conduct a survey at the Transfer Station on Food Waste Composting
- G. Action Re: Abatement Credit Refund (Motion to Approve)
  - i. MBLU # 207-030; 54 Beach Road (\$1,958.00)
  - ii. MBLU # 235-024; Stuart Circle (\$3.00)
- H. Action Re: Fishing Tournament Request: NH Bass Casters 9/6/25 States Landing
- I. Action Re: FY 2026 Road Program Contract(s)
- J. Action Re: FY 2026 Road Program – Pavement Preservation
- K. Action Re: Review/Approval to Advertise: FY 2026 Crack Sealing RFP
- L. Action Re: Pathway Extension
- M. Action Re: Town Administrator Profile & Job Description
- N. Action Re: Use of Municibid for Sale of 2017 Ford Explorer
- O. Action Re: Waiver of Competitive Bidding Policy

**VII. OLD BUSINESS**

**VIII. OTHER BUSINESS**

**IX. CITIZEN INPUT**

**X. NON-PUBLIC SESSION**

- A. RSA 91-A: 3, II (b,c)

**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. Interested parties may view this meeting by going to Town Hall Streams.*



**Town of Moultonborough  
Board of Selectmen  
Monday, February 27, 2025**

**WORK SESSION  
MEETING MINUTES**

**Present:** Chairman of the Board Kevin D. Quinlan and members present were Selectman Karel A. Crawford, Selectman James F. Gray and Selectmen Charles M. McGee. Interim Town Administrator, Carter Terenzini, Human Resource Director, Robin Reade.

**Absent:** Vice Chairman, Jonathan W. Tolman (with prior notification)

- 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. **URGENT ACTION ITEMS:**
  - A. Lakes Region Mutual Fire Aid Communication Center Application for Congressionally Directed Spending.

Chief Bengtson spoke to the Lake Region Mutual Fire Aid system which has applied for congressionally directed spending to help support the relocation costs the facility will incur (\$1M<sup>+/-</sup>) and the Draft letter of support to Senator Shaheen.

**Motion:** Selectman Crawford  
*Motion to authorize the signing of the Draft letter as presented.*  
**Seconded:** Selectman McGee  
**Vote:** 4-0  
**Motion passes.**

- IV. **DISCUSSION ITEMS:**
  - A. Sewer Expansion Study (w/guests Mark Borrin and Ray Korber of Bay Sewer District): The T.A. spoke to the memorandum he had supplied to the Select Board last week to revisit – and possibly reimagine - the proposed study given there had not been any responses to the Request for Proposals . Ray Korber spoke to the need to first conceptually commit to spending the development budget or the costs of the study might just be wasted. While there might be sufficient capacity in the system it is anticipated the Wharf Road pump station would likely have to be upgraded but a “build out” analysis would have to be done. There was a discussion of the “legacy” costs that would have to be absorbed to some extent.

Dari Sassan, Town Planner, spoke to other possibilities for areas beyond any expansion of the District such as package plants, community septic systems, density bonuses to encourage the same, the work of the Septic Health Team (circa 2020). A question was raised if we might tackle the package plant issue w/the \$30k but the ITA feared that might not be in conformance with the ATM article and said he would have to check.

The ITA then spoke to how he envisioned the decision process, Bucket A related to the engineering study of capital to be placed “in the ground”. The consensus of the board was not to proceed and return the appropriation of fund balance. Bucket B would be work that could perhaps be undertaken by the staff on the many elements Dari S. spoke to. The consensus of the board was that this was “way down on priority list”.

B. Grade/Step Plan:

HR Director, Robin Reade, spoke to the updating of the Grade & Step Plan which has not been updated or used for several years and presented on how she had come to build it out. The consensus of the board is to approve and proceed.

C. FY '26 Market Adjustments:

Hold

D. New Town Administrator Search Process

HR Director, Robin Reade, spoke to a variety of questions which the Board needed to address in her building out a profile statement, advertisement, and job description to be used in the search. She will be arranging times to interview each member.

E. Reimagining the

- i. Community Technology Fund: There was a discussion of how the Board wanted to go about looking at the fund; staff, citizens, a combination? The Chair spoke to a variety of needs such as portable and fixed radios and the like. There was no objection to the staff undertaking the effort and the Chair spoke to having a proposal to take to the 2026 ATM.
- ii. Road Improvement Fund: The ITA spoke to the addition of non-lapsing addressing some of the concern over addressing “leftover” monies while some had suggested re-imagining its purposes for “emergency repairs”. The Chair asked if the Pavement Management System could be undertaken with the balance (and at least get the project out to bid so it could proceed quickly). The ITA said he would look into the wording of the fund. There was no further direction on re-imagining the fund.
- iii. Branley Report: The ITA spoke to it being terrific that the CIPC was willing to take it on but a problem in the past had been “mission creep” and he thought it important that the Board be part of setting the direction for the CIPC given they are a bit outside of their Charge. The ITA spoke to the baseline of the report being the definition of what the “fleet” should be and that – in his view - being a management decision. The Chair spoke to the

need for a “deep dive” analysis” and, in his view, the CIPC, was well suited to undertaking the task. The consensus of the Board was to agree that – for this time – it was agreeable with the CIPC undertaking the full analysis.

V. **CITIZEN INPUT:** None

VI. **NON-PUBLIC SESSION:**

A. RSA 91-A: 3, II (b,c)

**Motion:** Selectman McGee

*Motion to enter nonpublic session pursuant to RSA 91-A: 3, II (b,c) at 6:25p.m. and coming out only to adjourn.*

**Seconded:** Selectman Gray

**Vote:** 4-0

**Motion passed.**

VII. **ADJOURNMENT:** Meeting adjourned at 7:00 p.m.

**Motion:** Selectman McGee

*To adjourn the meeting.*

**Seconded:** Selectman Crawford

**Vote:** 4-0

**Motion passed.**

*Written on behalf of the Selectman by Carter Terenzini, Interim Town Administrator.*

\_\_\_\_\_  
Approved

Kevin D. Quinlan, Chairman

\_\_\_\_\_  
Date



**Town of Moultonborough  
Board of Selectmen  
Monday, March 6, 2025**

**MEETING MINUTES**

**Present:** Chairman of the Board Kevin D. Quinlan and members present were Vice Chairman Jon W. Tolman, Selectmen Charles M. McGee, Karel A. Crawford (arrived at 5:33 p.m.), and James F. Gray. Interim Town Administrator, Carter Terenzini, Executive Assistant, Alison Kepple.

- 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 and stated that Selectman Crawford would be arriving late to the meeting.
- II. PLEDGE OF ALLEGIANCE:** The Board recited the Pledge of Allegiance
- III. REVIEW / APPROVAL MINUTES:**
- A. 2/20/25 + 2/20/25 NP
- Motion:** Selectman McGee  
*To approve the 2/20/25 meeting minutes and the 2/20/25 non-public meeting minutes.*  
**Seconded:** Selectman Gray  
**Vote:** 4-0  
**Motion passed.**
- IV. CONSENT AGENDA:**
- A. Real Estate Exemptions Charitable
- i. MBLU# 140-012-000-001: 80 Bean Road - DENIED
- B. Real Estate Elderly Exemption
- i. MBLU# 115-026: 46 Buttonwood Drive - RENEWAL
- C. Abatement Credit Refunds:
- i. MBLU# 167-018: 110 Beechwood Drive (\$4.00)
- ii. MBLU# 160-005: 8 Garwood Lane (\$88.00)
- D. Abatement Application:
- i. MBLU: 092-023-002
- E. NH Department of Revenue Administration PA-29
- i. Veteran Exemption
- F. Middle Neck Cemetery Purchase #198B
- Motion:** Selectman Gray  
*To approve the consent agenda.*  
**Seconded:** Selectman Tolman  
**Vote:** 4-0  
**Motion passed.**
- V. NEW BUSINESS:**
- A. Discussion Re: Pilot for West Wynde – Russell Wakefield

Russell Wakefield gave a brief overview and explanation of the LLC and how he thinks that West Wynde Affordable Housing LLC meets the state requirements to qualify for an institutional tax exemption.

Chairman Quinlan stated that the board would pass his information onto the Assessor and potential have legal review it to make sure we aren't violating any state regulations.

**B. Action Re: Rabies Clinic**

Town Clerk, Julia Marchand stated that per state law, dogs must be licensed between January 1st and April 30<sup>th</sup>. To obtain a license the dog has to have a current rabies vaccine, and they found that is one of the biggest barriers for people to obtain in order to license their dogs on time. There are more expenses accrued if they go to their Vet and scheduling problems if they work. The Clerks office reached out to the NH Humane Society to see if they would be willing to do a Rabies Clinic here on site at Town Hall. The NH Humane Society is willing to do that, and the town clerk's office would be open during that time so that people could license their dogs at the same time. The clinic would be on a Saturday. Ms. Marchand mentioned that the original date was supposed to be March 22<sup>nd</sup> but in talking with the NH Humane Society they asked if we could push it out into April to give them more time to spread the word and advertise. The new date that they are hoping to have the clinic is Saturday, April 19<sup>th</sup>. This would be a drop in no registration necessary between 11 A.M. – 3 P.M. There is a \$25 fee per dog. Chairman Quinlan asked if this is for Moultonborough resident only. Ms. Marchand stated that they are hoping to open this up to surrounding towns. Residents in surrounding towns would be able to get their dogs vaccinated but would have to wait to license their dog(s) in their own town.

**Motion:** Selectman Gray

*To approve the Rabies Clinic on Saturday, April 19<sup>th</sup>, 11 A.M. – 3 P.M.*

**Seconded:** Selectman Tolman

**Vote:** 4-0

**Motion passed.**

**C. Action Re: Municipal Records Committee Appointee**

**Motion:** Selectman Tolman

*To appoint the new designee for the Municipal Records Committee to replace the former Finance Director and to utilize the new Finance Director.*

**Seconded:** Selectman Gray

**Vote:** 4-0

**Motion passed.**

**D. Action Re: Little Ganzy Island (overnight parking spot at States Landing)**

There was a brief discussion about what can be done and what has been done in the past. The board would like to get the Police Departments input on this as well.

*Motion to table this to March 20, 2025, by Consensus.*

**E. Action Re: Update to Statement of Policy #11 Re: Boat Launch Policy & Request Form**

**Motion:** Selectman McGee

*To approve the modification to Policy #11 to include, Tournaments are not permitted on Holidays or Weekends between Memorial Day Weekend and Labor Day.*

**Seconded:** Selectman Gray



**Vote:** 4-0  
**Motion passed.**

F. Action Re: Changes to Fishing Tournament Launch Request Form

**Motion:** Selectman Tolman  
*To approve adding the same language as in Policy #11 to the Launch Request Form.*  
**Seconded:** Selectman McGee  
**Vote:** 4-0  
**Motion passed.**

Chairman Quinlan stated that there was a discussion about Tournament fees last time. He asked if this requires a Public Hearing. ITA stated that it does not, but he thinks it would be good practice. Chairman Quinlan stated that since we've already have been receiving launch fees that we should look at this for 2026.

ITA stated that he would like to do a Survey and have a public hearing in early May when the seasonal residents are back for the boat launch and Lees Mills Dock leases fees.

G. Action Re: Contract Amendment #1 Re: ITA

**Motion:** Selectman McGee  
*To approve the amended contract.*  
**Seconded:** Selectman Gray  
**Vote:** 4-0  
**Motion passed.**

H. Action Re: Delayed Opening of Transfer Station on Town Meeting Day 3/15/25.

**Motion:** Selectman Tolman  
*To approve the delayed opening of the Transfer Station on Town Meeting Day 3/15/25.*  
**Seconded:** Selectman Gray  
**Vote:** 4-0  
**Motion passed.**

**VI. OLD BUSINESS:**

A. Term of Sale Re: Gansy Island (130-089)

Chairman Quinlan read the Assessor's report on the background/history and reasoning for not attempting to recoup "lost" tax revenue, in the transfer of this property back to the original owner.

**Motion:** Selectman McGee  
*To authorize the Town Administrator to prepare the needed documents to transfer the ownership of tax deed from parcel 130-089 to the owner of parcel 130-070 with no payment due.*  
**Seconded:** Selectman Tolman  
**Vote:** 5-0  
**Motion passed.**

**VII. OTHER BUSINESS:**

Interim Town Administrator Terenzini wanted to remind everyone of 2 important dates:

1. March 11<sup>th</sup> is Town/School Election Day from 7:00 A.M. to 7:00 P.M. at the Public Safety Building, 1035 Whittier Highway
2. March 15<sup>th</sup> is Town/School Meeting Day starting at 9:00 A.M. at the Moultonborough Academy Auditorium, 25 Blake Road. The School is first and the Town to follow.

ITA also read the 2025 Seasonal Weight Limit Notice: "Effective Wednesday, March 12<sup>th</sup>, 2025, the Town of Moultonborough will be posting all of its Town roads to a maximum weight limit of 6 tons during the spring thaw period, per RSA 231:190-191.

Contractors, construction companies, parcel services, fuel services, and solid waste haulers are asked to observe the posting by staying off soft road shoulders and reducing load weights. Special permission may be given depending upon weather conditions and time of day.

Call the Public Works Department at 603-253-7445 with any questions.

**VIII. CITIZEN INPUT:** None

**IX. NON-PUBLIC SESSION:**  
RSA 91-A: 3, II (b,c)

**Motion:** Selectman Tolman

*To enter into non-public session at 5:40 P.M. and coming out only to adjourn.*

**Seconded:** Selectman Gray

**Vote:** 5-0

**Motion passed.**

**X. ADJOURNMENT:** meeting adjourned at 6:05 P.M.

**Motion:** Selectman Gray

*To adjourn the meeting.*

**Seconded:** Selectman McGee

**Vote:** 5-0

**Motion passed.**

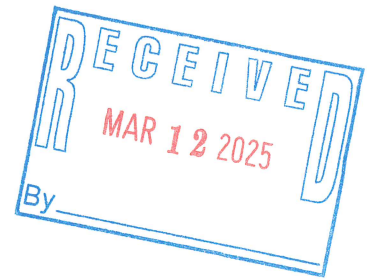
*Written on behalf of the Selectman by Alison Kepple, Executive Assistant.*

\_\_\_\_\_  
Approved  
Kevin D. Quinlan, Chairman

\_\_\_\_\_  
Date

Moultonborough Selectmen

Carter Tarantini  
Town Hall  
PO BOX 139  
Moultonborough, NH 03254



Mr Tarantini and Selectmen,

My name is Herschel Chambers and I am the committee chairman for Scout Troop 142 out of Moultonborough. We are planning a fundraiser day on April 19, 2025 which will, hopefully, also help raise awareness for the importance of green spaces in our community. Our cub scouts and boy scouts have previously set up an out of the way table at the transfer station. We have already checked with Ken Filpula and, with your permission, he'd be thrilled to host us again. We would arrive at 8am on April 19, 2025 and stay until 4pm - or until sapling supplies last.

This year we will have pink crabapple saplings available as well as information on earth day and how to develop green spaces at home or in the community. This fundraiser is to support sending our troop to Philmont Scout Ranch in New Mexico in July of 2026. They are beyond excited about this trip! We hope to be added to the agenda for the March 20, 2025 selectmen meeting. We'd love to answer any questions you may have.

Thank you,  
Herschel Chambers

13 Bradbury Rd  
Moultonborough, NH

(606) 255-4966  
beeza44@yahoo.com

## Alison Kepple

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**From:** Carter Terenzini  
**Sent:** Friday, March 14, 2025 10:18 AM  
**To:** Alison Kepple  
**Subject:** FW: Moultonborough Transfer Station Fundraiser Proposal

**From:** Katina Coffin <katina.coffin@yahoo.com>  
**Sent:** Thursday, March 13, 2025 5:06 PM  
**To:** Carter Terenzini <cterenzini@moultonboroughnh.gov>  
**Subject:** Moultonborough Transfer Station Fundraiser Proposal

You don't often get email from [katina.coffin@yahoo.com](mailto:katina.coffin@yahoo.com). [Learn why this is important](#)  
Good afternoon

I am reaching out on behave of Lakes Region Dance competition team.

As one of the dance moms I have been tasked with coming up with ways to raise money (fundraisers) for the dancers who compete in 4 regionals and Nationals throughout the 2025 dance season. The dancers come from Moultonborough and joining towns and are very excited for the upcoming season! But it comes with a cost for these dancers.

I am reaching out to you, as an option to have a fundraiser, at the Moultonborough Transfer station. We have done this in the past, being very well organized, in Moultonborough, with great success and greatly appreciated!

Our proposition is to set up some dates for 2025 and again, set up a table with a donation bucket, along with a sign stating who we are and what we are raising money for. We normally do 2 shifts (3 dancer's and adults on each shift) on Saturday and 2 shifts on Sunday (3 dancers and adults on each shift). The dancers will offer to help people with their recyclables and trash for a small donation - (these dancers are so amazing they even help individuals with or without a donation)

I always align with Ken (supervisor) and he noted we just need to get approved through the board of selectmen again for 2025

Once approved by them, I will work with Ken on the dates and shifts we will be at the transfer station for the fundraiser.

Thank you on behalf of the Lakes Region Competition Dance Team

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

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## Alison Kepple

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**From:** Matthew Rose <mrose@lakesrpc.nh.gov>  
**Sent:** Tuesday, March 4, 2025 2:53 PM  
**To:** Carter Terenzini  
**Cc:** Alison Kepple; Chris Theriault; Waste Management  
**Subject:** Surveys for Food Waste Composting  
**Attachments:** Moultonborough\_ Letter of intent to partner.pdf

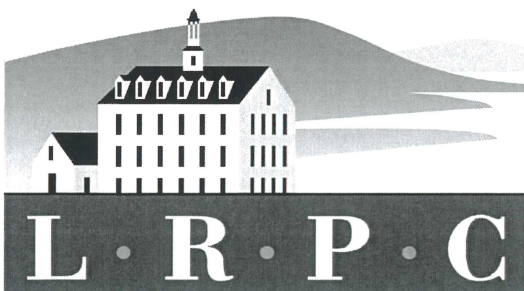
Hello everyone,

My name is Matt Rose, and I am the Environmental Planner for LRPC. Back in September 2024, LRPC submitted a grant application to USDA for their (CFWR) Composting and Food Waste Reduction Grant to start the Lakes Region's first food waste composting regional pilot program. The pilot program focuses on an educational platform to train local residents on how to compost properly, provide local residents with composting tumblers (for free) and start our first permit by notification composting sites at transfer stations (locations will be Gilford and Wolfeboro). LRPC worked with Moultonborough's Town Planner Dari Sassan and Moultonborough's Conservation Commissioners to include the Town of Moultonborough as a partner on this grant application. I have included the letter of intent to partner signed on September 3, 2024. LRPC has received word from USDA that we have been selected for funding and will be able to provide your community with \$10,000 of funding to purchase composting tumblers for residents as long as federal funding continues without any issues. This grant also has a research and data collection element.

I am currently working under our solid waste management grant for USDA which consists of a solid waste research project for the Lakes Region. I want to conduct survey work for the five communities that are participating in the composting program to gauge resident interest in composting food waste, resident knowledge on the topic, concerns with composting and ideas for compost use (gardening, food production, flowers, ect...). Can I please gain permission from your select board to conduct this survey work at a scheduled date/time at the Moultonborough Transfer Station in April or May 2025. The methods that I would use are paper surveys and a QR code for survey monkey. I would also ask to hang up a QR code flyer for continual survey taking for residents that I may have missed. Additionally, I understand that you will have a selectboard meeting on March 20, 2025 @ 5pm and would be willing to attend if you require more information.

Matthew R. Rose  
Environmental Planner

Lakes Region Planning Commission  
Direct: 603-279-5336  
103 Main St. Meredith, NH 03253







## Moultonborough Conservation Commission

6 Holland Street  
Moultonborough, NH 03254

September 3, 2024

Shanna Saunders, Executive Director  
Lakes Region Planning Commission  
103 Main Street, Suite #3  
Meredith, NH 03253

RE: Lakes Region Food Waste Reduction Pilot Program

Dear Shanna:

This letter is written with intent to partner with the Lakes Region Food Waste Reduction Pilot Program (LRFR Pilot Program), to expand the Lakes Region's waste reduction efforts. Reducing our local waste stream and providing residents with a cost-effective approach to composting is a value added to our community. The proposal's overall goal of reducing food waste, creating usable compost, and reducing municipal disposal costs will be of great benefit to our region.

The Moultonborough community has long understood the vital connection between resource protection and quality of life in New Hampshire's lakes region. In addition to the multi-pronged efforts of the Moultonborough Conservation Commission to protect our shoreland, the Commission also recognizes that soil conservation activities, such as composting, are also an important part of protecting the entire watershed. In addition to the water quality benefits associated with composting, the Commission also recognizes that importance of good nutrition and local food production, which this program also serves to stimulate.

The LRFR Pilot Program will help our community address the continual rise of municipal hauling and tipping fees to dispose of waste in our region. This program will also help to promote the needed act of composting in order to lower the amount of waste disposed in our landfills, aligning with goals and actions of the New Hampshire 2022 Solid Waste Management Plan. By implementing this program, our region will take another step towards reaching this goal.

We would be glad to provide more information regarding our support for this application and can be reached through our Town Planner, Dari Sassan at [dsassan@moultonboroughnh.gov](mailto:dsassan@moultonboroughnh.gov) or (603)-476-2347.

Sincerely,

Marie Samaha, Conservation Commission Chairman



*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:** March 13, 2025

**To:** Board of Selectmen

**From:** Thomas Hughes, Town Assessor 

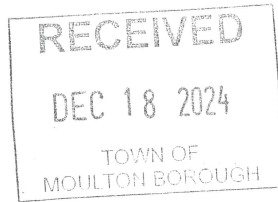
**Subject:** Abatement Credit Refund – Brandt Property Trust

**Recommended motion:** Motion to approve a \$1,958.00 tax abatement, to the Brandt Property Trust for 2024 taxes on MBLU# 207-030, an improved residential lot located 54 Beach Road.

**Background:** During an interior inspection of the property, it was determined that property does not have a finished basement. It was also noted that the condition and quality of the property were both of a lower rating than what was recorded on the property record. The property record was updated to reflect these observations, resulting in a \$346,500 reduction in the assessment.

**Issue:** Inaccuracies in the property record resulted in an overassessment.

**Fiscal Impact:** \$1,958.00 (plus any applicable interest)



FOR MUNICIPALITY USE ONLY:

Town File No.: 2024-12

Taxpayer Name: Brandt Property

**RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

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

Name(s): BRANDT PROPERTY TRUST

Mailing Address: 2323 DREXEL DRIVE, Houston, TX 77027-3906  
713-299-9031

Telephone Nos.: (Home) 713-622-1577 (Cell) 713-299-8932 (Work) N/A (Email) Tom.J.Brandt@Gmail.com

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): N/A

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>
<u>000207-030000</u>	<u>54 Beach Road</u>	<u>House + Land</u>	<u>\$1,549,300</u>

#### SECTION D. Other Property(ies)

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
N/A			

#### SECTION E. Reasons for Abatement Application

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means:  
1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or  
2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):

1. ☒ physical data – incorrect description or measurement of property; see below
2. market data – the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
3. level of assessment – the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

The records indicate we have a finished basement. This is incorrect, it is not finished. Tracy came to the property and confirmed that we have an unfinished basement.



**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.

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

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

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

N/A

**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
N/A				

**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:

12/12/2024

(Signature)

Thomas J Brandt

(Print Name)

Thomas J. Brandt, Trustee

(Signature)

SJ Brandt

(Print Name)

Susan J. Brandt, Trustee



**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: \_\_\_\_\_ ( \_\_\_\_\_ Representative's Signature) \_\_\_\_\_  
\_\_\_\_\_(Print Name)

**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: \$1,202,800 DENIED \_\_\_\_\_

Remarks: During an interior inspection of the property, it was determined that property does not have a finished basement. It was also noted that the condition and quality of the property were both of a lower rating than what was recorded on the property record. The property record was updated to reflect these observations resulting in a \$346,500 reduction in the assessment.

The amount to be abated is: **\$1,958.00 (plus any applicable interest)**

---

Date: 03/20/2025

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)



*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:** March 13, 2025

**To:** Board of Selectmen

**From:** Thomas Hughes, Town Assessor *TH*

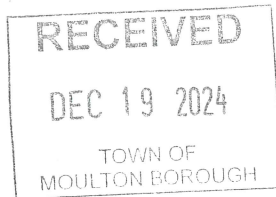
**Subject:** Abatement Credit Refund – Ford Libuda Revocable Joint Trust

**Recommended motion:** Motion to approve a \$3.00 tax abatement, to the Ford Libuda Revocable Joint Trust for 2024 taxes on MBLU# 235-024, an unimproved residential lot located on Stuart Circle.

**Background:** The property record indicates that the size of the parcel is 1.87 acres. However, the legal description in the applicant's deed states that the parcel size is 1.80 acres and references the recorded subdivision plan. The plan was reviewed and it was verified that the parcel is 1.80 acres in size. The property record was updated to reflect the correct acreage of 1.80 acres.

**Issue:** Inaccuracies in the property record resulted in an overassessment.

**Fiscal Impact:** \$3.00 (plus any applicable interest)



FOR MUNICIPALITY USE ONLY:

Town File No.: 2024-013

Taxpayer Name: Ford Libuda Rev.

**RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

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

Name(s): JAMES LIBUDA, TRUSTEE FORD LIBUDA REV JOINT TRUST

Mailing Address: 19 STUART CIRCLE, MOULTON BORO, NH 03254

Telephone Nos.: (Home) \_\_\_\_\_ (Cell) 603-707-9225 (Work) \_\_\_\_\_ (Email) jimmyj-69@yahoo.com

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>
<u>000235/024</u>	<u>LOT 13 STUART CIRCLE</u>	<u>LAND</u>	<u>138,300</u>

#### SECTION D. Other Property(ies)

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>

#### SECTION E. Reasons for Abatement Application

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means:  
1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or  
2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
  1. physical data – incorrect description or measurement of property;
  2. market data – the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
  3. level of assessment – the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

APPRAISAL TAX CARD ERRONEOUS @ 1.87 ACRES,  
PER ATTACHED DEED ITS 1.80 ACRES.

**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.

Town Parcel ID# 000235/024 Appeal Year Market Value \$ 137,800

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

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

1.80 ACRES, NOT 1.87 ACRES.

**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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**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: 12/18/24

  
(Signature)

JAMES A. LIBVDA  
(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: \_\_\_\_\_ ( \_\_\_\_\_ Representative's Signature) \_\_\_\_\_  
\_\_\_\_\_(Print Name)

**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: \$137,800 DENIED \_\_\_\_\_

Remarks: The property record indicates that the size of the parcel is 1.87 acres. However, the legal description in the applicant's deed states that the parcel size is 1.80 acres and references the recorded subdivision plan. The plan was reviewed and it was verified that the parcel is 1.80 acres in size. The property record was updated to reflect the correct acreage of 1.80 acres.

The amount to be abated is: **\$3.00 (plus any applicable interest)**

---

Date: 03/20/2025

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

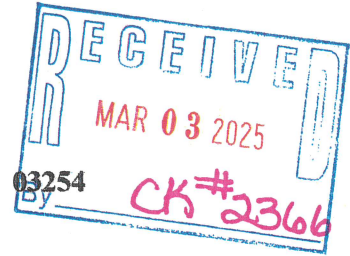
\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

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

## Office of Selectmen

Town of Moultonborough  
6 Holland Street - PO Box 139 \* Moultonborough, NH 03254  
(603) 476-2347 \* [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov)



### FISHING TOURNAMENT LAUNCH REQUEST

ORGANIZATION: NH Basscasters CONTACT: Katie Gorski  
ADDRESS: 44 George Bennett Rd TEL #: 603-801-3520  
DATE REQUEST REC'D: 3/3/25 DATE(S) OF EVENTS: 9/6/25  
START/END TIME: 7:30 a.m. - 4:30 p.m.  
LAUNCH AREA(S) REQUESTED: States Landing  
NO. OF BOATS/TRAILERS: 25 @ States  
LIABILITY INSURANCE HOLDER & POLICY #: AIL3450210900  
ADDITIONAL REQUEST(S) & INFORMATION PROVIDED: \_\_\_\_\_

TOURNAMENT FEE (Per Day): \$150.00 CHECK #: 2366 DATE REC'D: 3/3/25  
FEE RECEIVED: \$150

#### Town Department Response Only

MOULTONBOROUGH POLICE DEPT.: See attached 3/13/25 response.  
MOULTONBOROUGH FIRE DEPT.: See attached 3/13/25 response.  
DATE OF SELECTMEN'S MEETING: 3/20/25  
STIPULATIONS: \_\_\_\_\_

THIS REQUEST IS: \_\_\_\_\_ DENIED \_\_\_\_\_ APPROVED

DATE OF APPROVAL/DENIAL SENT: \_\_\_\_\_

DATE NH FISH & GAME NOTIFIED: \_\_\_\_\_

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

**NH Bass Casters  
Saturday, September 6, 2025**

**States Landing  
25 Boats**

**Moultonborough Police Department Comments:**

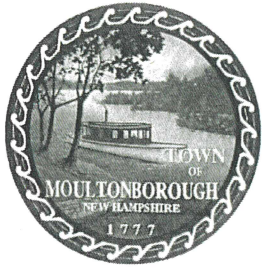
The Police Department has no issues.

3/13/25  
Peter Beede, Jr.  
Police Chief

**Moultonborough Fire Department Comments:**

The Fire Department has no objections to this request. Standard provisions to allow for access to fire hydrant and fire boat at Lees Mills (See details on file). At States Landing, parking of vehicles and trailers shall not obstruct access to Default Road.

3/13/25  
David Bengtson  
Fire Chief



## Town of Moultonborough

### Public Works

P.O. Box 139, 68 Highway Garage Rd  
Moultonborough, NH 03254  
603-253-7445- Office

e-mail: [ctheriault@moultonboroughnh.gov](mailto:ctheriault@moultonboroughnh.gov)

Chris Theriault  
Director of Public Works

March 13, 2025

RE: FY2026 Road Program – Pavement Preservation

**Background:** As part of the FY2026 Road Program, the Public Works Department is scheduled to complete Roads Projects including rehabilitation and preservation.

**Issue:** Chip seals waterproof and seal small cracks and imperfections on the existing pavement surface, improves the skid resistance, and provides durable friction, while protecting the underlying pavement from traffic wear, ultimately preserving, and extending the life of the road through the pavement preservation program.

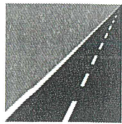
**Discussion:** FY2026 Road Program – Pavement Preservation: Application of Asphalt Rubber Chip Seal. Sections of the roads to be completed include Old Route 109, Ossipee Mountain Rd (#284 to Bodge Hill Rd), Paradise Drive (Rte 109 to Mayflower Ln), Hanson Mill Rd (Shaker Jerry to #50 Hanson Mill), Winaukee Rd (Belden Rd to Bartlett Landing Rd).

All States Asphalt has the proprietary market on chip sealing for New Hampshire and Massachusetts. All States Asphalt is also on the Prequalified NHDOT Contractors List and has been conducting the chip sealing in town since 2010.

**Fiscal Impact:** Subject to Town Meeting approval of the Road Program. The pavement preservation expenditure would come from the FY2026 Road Program (01-438-4938).

**Recommendation:** The Board of Selectmen approve the request as follows: “Motion to waive the bidding requirement and accept the proposal from All States Asphalt, Inc. of Sunderland, MA for the purposes of pavement preservation with the application of asphalt rubber chip seal as part of the FY2026 Road Program in the amount of \$231,219.17.”





# All States Construction, Inc.

PO Box 91, Sunderland, MA 01375 · 413.665.7021

## PROPOSAL-CONTRACT

<b>Buyer</b>	Company <b>Moultonborough, Nh</b>	Contact <b>Chris Theriault</b>	
	Address	Telephone	Ext
	City	State	Zip
		Email	

<b>Project</b>	Description <b>ARSAM</b>	Proposal No	Contract No
	Location	Date <b>3-13-25</b>	May Be Withdrawn After <b>30</b> Days

We are pleased to propose the following:

Description/Materials	Length	Width	Estimated Quantity	Unit	Price	Estimated Total
Old Route 109 ( 25 to 109)	3400	22	8,311	sy	\$ 5.55	\$ 46,126.67
Ossipee Mountain road ( #284 to Bodge Hill)	2250	22	5,500	sy	\$ 5.55	\$ 30,525.00
Paradise Dr. (109 to Mayflower)	5275	22	12,894	sy	\$ 5.55	\$ 71,564.17
			0			
Hanson Mill ( Shaker Jerry to #50)	1450	20	3,222	sy	\$ 5.55	\$ 17,883.33
Winaukee ( Belden to Bartlett Landing)	5280	20	11,733	sy	\$ 5.55	\$ 65,120.00
			0			
			0			
			0			
			0			
			0			
TOTAL			41,661			\$ 231,219.17

\* This proposal allows for price adjustments based on the period price of asphalt by the NH DOT.

The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price.

Posted price for this proposal is \$ 580.00 per ton.

MOBILIZATIONS: Prices are based on 1 Mobilization. Additional mobilizations which become necessary will be subject to a charge of \_\_\_\_\_ each.

BUYER-PROVIDED SERVICES: The services marked below are to be provided by Buyer:

Dig Safe Permit	Remove Excess Material	Trucking	Covers/ Masking	Addition of Material	Sweeping	Dust Control	Traffic Control	Fine Grading	Engineering	Grades/ Layouts	Adjust Structures	Sawcutting	Roll/ Compact

### STANDARD CONDITIONS:

- All fees, permits, and engineering will be the responsibility of the Buyer unless otherwise noted above. No bonds will be supplied.
- Above quantities are estimates only and are subject to adjustment determined by Field Measure unless otherwise noted above.
- Contractor will commence and complete its work within a mutually agreed schedule, and will not be responsible for delays caused by weather, or by force majeure, work strikes or stoppages, or other causes beyond its direct control. Buyer will pay for work completed based upon Field Measure at the above prices.
- Buyer agrees to indemnify and hold harmless Contractor from and against any claims, demands, actions or suits arising out of Buyer's handling, use, or misuse of goods purchased under this Contract, or any third party claims arising from this sale of goods. Buyer shall not be entitled to recover incidental, special, punitive, or consequential damages arising out of Contractor's performance under this Contract.
- Waiver of, or failure to enforce, any rights under this Contract by Contractor or Buyer shall not be considered a continuing waiver or a waiver of other rights. If any portion of this Contract is determined to be unenforceable, the remainder of the Contract shall remain in full force and effect.
- Payment terms are net 30 days, without retainage permitted, unless otherwise stated above, and subject to Contractor's credit approval. Contractor may set off past due balances against any amount due or which becomes due to the Buyer by Contractor or any of its affiliates or subsidiaries. Balances not paid within terms are subject to default interest at 1.5% monthly percentage rate. In the event the account is overdue or Buyer is otherwise in breach, placed for collection, Buyer agrees to reimburse Contractor all collection costs including reasonable attorney's fees, disbursements, default interest and court costs. Contractor reserves all rights to file lawfully permitted liens and other remedies.
- To the extent allowed by law, title to goods sold and all risks pass to the Buyer when goods are tendered to it. Contractor warrants good title prior to the sale and that its goods and services conform to industry standards, but **expressly disclaims all implied warranties of merchantability or fitness for a particular use.**

This Contract constitutes the entire agreement between the Contractor and Buyer and may only be modified by a written amendment executed by both parties. This Proposal may be becomes a binding Contract only upon signing by both parties, and Contractor's credit approval of Buyer. **ALL PARTIES WAIVE TRIAL BY JURY.** Massachusetts laws shall apply and Massachusetts courts shall have exclusive jurisdiction over any disputes.

### BUYER

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

### CONTRACTOR

Signature Bruce A. Davis  
 Name **Bruce A. Davis**  
 Title **Sales**  
 Date \_\_\_\_\_



# **TOWN OF MOULTONBOROUGH**

## **REQUEST FOR PROPOSALS**

### **FY2026 Road Program – Crack Sealing**

The Town of Moultonborough is seeking proposals from qualified companies who are interested to provide Hot-Poured Crack Sealing services on various roads throughout Town. The work shall consist of filling the major cracks in the pavement with an approved sealant material. The cracks to be filled will be those designated by the Public Works Department. The FY2026 Road List for Crack Sealing and specifications are provided in this RFP.

#### **PROJECT DESCRIPTION:**

The Town of Moultonborough Public Works Department is soliciting proposals for Crack Sealing as part of the FY2026 Road Pavement Preservation Program. We are asking vendors to submit proposals based on the attached specifications and the Road List provided. A detailed package with information on the equipment to be delivered, the conditions thereof, and bid forms, is available at [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) (Paid, Volunteer & Contract Openings) or said offices during normal business hours.

#### **FY2026 Road List for Crack Sealing**

##### **East Side Roads:**

1. Ossipee Mountain Rd. (1.25): From Route 109 to #295 OMR.
2. Randall Rd. (0.32 mi.): From Ossipee Mountain Rd to dirt transition.

##### **West Side Roads:**

3. Ames Rd. (0.26 mi.): From Route 25 to dirt transition.
4. Far Echo Rd. (0.03): From Route 25 to dirt transition.
5. Highway Garage Rd. (0.31 mi.) From Moultonboro Neck Rd to Highway Garage.
6. Kerrie Ct. (0.28 mi.) From Eagle Shores Rd to end.
7. Kona Farm Rd. (0.68 mi.) From Moultonboro Neck Rd to end.
8. Myers Rd. (0.06 mi.) From Route 25 to end.
9. Playground Dr. (0.37 mi.) From Route 25 to Highway Garage Rd.
10. Redding Ln. (0.77 mi.) From Route 25 to Krainewood Dr.
11. Winaukee Rd. (1.00 mi.) Moultonboro Neck Rd to Aldrich Rd.

Please provide a detailed proposal which includes the following items:

- Estimated Days to Complete,
- Total Estimated Project Cost.

## **REQUIREMENTS:**

1. An optional tour of the roads can be scheduled with Chris Theriault, Public Works Director, no later than **Friday, April 4, 2025** by phone (603-253-7445) or by e-mail ([ctheriault@moultonboroughnh.gov](mailto:ctheriault@moultonboroughnh.gov)).
2. Any questions with respect to this invitation must be received, in writing by mail at 6 Holland Street, PO Box 139, Moultonborough, NH 03254 (above address), by fax (603.476.5835) or by email ([ctheriault@moultonboroughnh.gov](mailto:ctheriault@moultonboroughnh.gov)) by Chris Theriault, Public Works Director, no later than 12 Noon on **Monday, April 7, 2025**. 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 **Tuesday, April 8, 2025**. It is the bidder's responsibility to check and verify any such changes in order to account for them in their bid.
3. Work shall be performed within the Town of Moultonborough in accordance with the appropriate ordinances and regulations.
4. Materials, Equipment, and Construction Requirements shall be per the attached specifications, or approved equivalent.

## **PROPOSAL SUBMISSION:**

1. A description of the firm and qualifications, and references of the individual who will be completing the work.
2. Completed Town of Moultonborough Bid Form (attached).

## **INSURANCE & HOLD HARMLESS:**

Prior to commencing work, and throughout the term of this contract, the Contractor shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage naming the Town, its officers, employees and assigns, as Certificate Holder and additionally Named Insured, for the following types and levels of coverage:

- Workers Compensation	Statutory
- Automobile and Equipment	\$1 Million/\$2 Million
- Property Damage	\$1 Million/\$2 Million
- General Liability	\$1 Million/\$2 Million

If a sub-Contractor is used for any portion of the work, the Contractor will provide to the Town a similar certificate, in similar amounts and under similar conditions, from the Subcontractor.

Should the Contractor fail to maintain such Workers' Compensation 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.

The Contractor shall indemnify, defend and save harmless the Town, and its officers, agents and employees from and against any suit, action or claim of loss or expenses because of bodily



injury, including death at any time there from, sustained by any person or persons or on account of damages to property, including loss thereof to the extent caused by the Contractor's negligent acts, errors, or omissions, in the performance of services under this Contract. The Town agrees that the Contractor will not be responsible for any suit, action or claim of loss or expenses because of bodily injury, or damages, caused by the Town, its officers, agents and employees due to the negligence or omission of the Town. This covenant shall survive the termination of this Contract.

**DUE DATE AND METHODS OF DELIVERY:**

Sealed Proposals will be accepted until 2:00 p.m. on **Tuesday, April 15, 2025** in the Town Hall Administration Office, 6 Holland Street, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud. Each submission should be in a sealed envelope marked, Town of Moultonborough, FY2026 Road Program – Crack Sealing Proposal with the due date clearly marked.

It is your responsibility to ensure that the quotations are received in the Town Administrator's office by the due date and time irrespective of whatever means of delivery you choose. Any submission received after the due date and time will be returned to you unopened.

**PAYMENT PROCEDURE:**

This contract is a single payment upon completion and acceptance of the work. You will be paid, upon invoice, within twenty-one days of the acceptance of the work.

**PROPOSALS:**

Request for Proposals will be received by Carter Terenzini, Interim Town Administrator at the Moultonborough Town Hall, at 6 Holland St. Moultonborough, NH 03254.  
Or by mail at P.O. Box 139 Moultonborough, NH 03254.



**Town of Moultonborough**  
**FY2026 Road Program – Crack Sealing**  
**Bid Form**  
**(Please Print in Ink or Type)**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

ATTENTION: Carter Terenzini, Interim Town Administrator  
Board of Selectmen  
PO Box 139  
Moultonborough, NH 03254

Dear Mr. Terenzini:

Having examined the documentation provided with the subject Request for Proposals, the undersigned proposes to furnish the requested item or materials as requested in accordance with the subject documents.

I propose to provide the specified services as follows:

Roadway Crack Sealing Services \$/day: # days \_\_\_\_\_ x \$ \_\_\_\_\_ /day = \$ \_\_\_\_\_

Total in numbers: \$ \_\_\_\_\_

Total in words \_\_\_\_\_

**Bid Form**  
**Town of Moultonborough**  
**FY2026 Road Program – Crack Sealing**  
**Page 2**

I understand that the Town may hold my bid for fifteen (15) days prior to awarding a contract.

I understand that Contract Execution is contingent upon available funding of the FY2026 Road Program Budget.

Time for Delivery: I will complete all work within \_\_\_\_\_ days (In Figures) of your notice to proceed.

If I am notified my proposal is accepted within fifteen (15) days of the bids having been opened, I will execute a contract for the work within seven (7) days of contract award.

I understand that 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.

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

\_\_\_\_\_  
Title of Bidder

Seal

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## HOT-POURED CRACK SEALANT SPECIFICATION

### Description:

- 1.1.1 This work shall consist of filling the major cracks in the pavement with an approved sealant material. The cracks to be filled will be those designated by the Owner/Engineer.

### Materials & Equipment:

- 2.1 Material shall be of the hot-poured type and be a product as included on the NHDOT Qualified Products List.
  - 2.1.1 Material not covered by an asphalt pavement overlay shall meet the requirements of ASTM D6690 Type II.
  - 2.1.2 Material covered by an asphalt pavement overlay shall be low modulus conforming to ASTM D6690 Type IV except cone penetration shall be 110-150.
- 2.2 Equipment shall meet the approval of the Owner/Engineer and shall be maintained in good working condition at all times.
  - (a) Air compressors shall be portable and capable of furnishing not less than 100 ft<sup>3</sup> of air per minute at not less than 90 psi pressure at the nozzle. The compressor shall be equipped with traps that maintain the compressed air free from oil and water. Filters shall be inspected daily to ensure that they are still effective and not saturated with oil and moisture. Saturated and/or damaged filters shall be replaced.
  - (b) Melting kettles shall be of the double-boiler, indirect-fired, portable type. The kettle shall be mounted on rubber tires and shall be equipped with a metal shield beneath the firebox to protect the pavement. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 530°F. The kettle shall be equipped with a satisfactory means for agitating the joint sealer to maintain a uniform temperature. This may be accomplished by continuous stirring with mechanically operated paddles or by a continuous circulating gear pump attached to the heating unit, or by both paddles and a pump. Kettles equipped with rocking type agitation shall not be used. The kettle shall be equipped with a thermostatic control calibrated between 200° and 550°F.
  - (c) Hand pouring pots shall be equipped with mobile carriages and rubber shoes and have flow control valves that allow all cracks to be filled to refusal.
  - (d) Hot-air lances for blowing clean and drying cracks shall be an approved propane gas burner and compressed air device that does not allow the flame to touch the pavement.
  - (e) The wand applicator shall be connected to the holding tank through an applicator hose that ensures the safety of the operator and allows the operator to control the flow of material. A device shall be mounted to bypass material into the holding tank if the applicator nozzle is shut off.

**Construction Requirements:**

- 3.1 All cracks ordered treated shall be hot-air lance cleaned of dirt, foreign material, and loose edges.
- 3.2 The material removed from the cracks shall be removed from the roadway surface prior to reopening the roadway to traffic.
- 3.3 The hot-poured sealant shall be maintained in the kettle and applied at the temperature range specified by the manufacturer. The Contractor shall furnish the Engineer with copies of the manufacturer's literature indicating the application temperature range.
- 3.4 The hot-poured sealant shall be applied to the cracks using hand pouring pots or wand applicators within two (2) minutes following hot-air lance cleaning. Only wand applicators shall be used for crack filling when cracks are not covered by an asphalt pavement overlay.
- 3.5 All cracks to be treated shall be filled to 1/16" to 1/8" below the pavement surface with hot-poured sealant with the sealant left slightly concave. Filling flush, overfilling, and over-banding of cracks will not be allowed. Sealant shall tightly bond to the pavement. The sealant bond to the pavement shall be checked after it has sufficiently cooled. If the sealant does not bond to the pavement, sealant shall be removed, and crack sealing operations discontinued until debonding problem is corrected.
- 3.6 No hot-air lance cleaning or crack sealing shall be performed when the pavement and cracks are wet, or the ambient temperature is below 50°F.
- 3.7 All work shall be performed in a neat manner. The sealant shall be allowed to cool sufficiently to prevent lifting, sticking, and tracking prior to returning the pavement segment to traffic.
- 3.8 The contents of the kettle shall be emptied at the end of each day and shall not be reused.

**Basis of Payment:**

- 4.1 The accepted quantity of hot-poured crack sealant will be paid for at the contract unit price per day, complete in place.
- 4.2 Hot-air lance cleaning and traffic control will be subsidiary.



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## MEMORANDUM – OFFICE OF THE TOWN ADMINISTRATOR

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**TO:** Select Board  
**FROM:** Carter Terenzini, Town Administrator  
**RE:** Proceeding w/Pathway  
**DATE:** March 17, 2025  
**CC:** D. Sturgeon; C. Theriault; file

*Carter*



I seek your permission to proceed to expend the funds in the Pathway Capital Reserve Fund as outlined below.

A question has arisen about how to proceed with Phase III of the Pathway project on Moultonborough Neck Rd given the reluctance of several property owners to allow a Right of Way (RoW) across their properties. It is estimated that the cost to complete Phase III – excepting these properties – would be in the neighborhood of \$425k<sup>+/-</sup>.

The funding for Phase III was first begun at the ATM of 2018 with the creation of an Expendable Trust Fund "... for the purposes of construction of Phase III of the Pathway..." and the deposit of \$100,000 therein. A subsequent deposit was made in 2019, and no deposits have been made since. The current amount in the fund is \$237.5k<sup>+/-</sup>. A prior application for supplemental funds was not approved. In reviewing this matter, we learned the next grant round would not be until 2028+ and it is believed our chances for success are nominal at best it was unlikely.

If one looks at the project – excepting the properties lacking the RoW – there is one section running South some 3,700 +/- linear feet (\$200<sup>+/-</sup>k from the current end at Kona Farm Road) and one section running North some 4,300 +/- linear feet (\$225<sup>+/-</sup>k from the current end at JoJo's to Smith Rd) leaving about 1,000<sup>+/-</sup> linear feet not connected.

The initial reaction from Recreation was to (a) continue planning without all of Pathway connected, picking up what might become available in the future, and then asking for the balance of monies needed in the FY '27 capital budget. Given the safety considerations on the roadway, and given the potential for escalating costs, the subsequent team meeting on 03/10 resulted in Recreation deciding its recommendation was to proceed at this point with the currently available monies while continuing to work on the project in the future.

When given the choice of which section to pursue, the Recreation Director opted to proceed with the 3,700 +/- l.f section given what is perceived to be a bit narrower roadway in the area creating the potential for more traffic conflicts. The remaining monies would remain on balance or – depending upon pricing – proceed from JoJo's North until exhausted. This recommendation remains the same whether you act to bid the next paving contract out to bid or extend the current paving contract.

# MOULTONBORO NECK ROAD PHASE 3 PATHWAY ESTIMATE

## PHASE 3 BIKE PATH ESTIMATE (FEBRUARY 10, 2025)

Based on GMI Contract FY24-25 Roads & NHDOT			DPW ESTIMATE				Recon/Pave
			(FY24-25 BID + FUEL/ASPHALT ADJUSTMENTS)				Phase 3 Pathway
Item No.	Description	Units	Quantity	Unit Price	Cost	Cost	9200
203.1	Common Excavation	CY	5	\$ 21.50	\$ 107.50	\$ 107.50	
203.2	Rock Excavation	CY	5	\$ 365.00	\$ 1,825.00	\$ 1,825.00	
203.96	Regrading Ditchlines	LF	500	\$ 2.60	\$ 1,300.00	\$ 1,300.00	
214	Fine Grading	U	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
304.2	Gravel	CY	3,067	\$ 38.00	\$ 116,533.33	\$ 116,533.33	
304.3	Crushed Gravel	CY	1,533	\$ 37.30	\$ 57,193.33	\$ 57,193.33	
304.32	Crushed Gravel for Shoulder Leveling	CY	454	\$ 38.50	\$ 17,491.36	\$ 17,491.36	
403.11c	1.5" HBP Wearing Course	TN	426	\$ 88.75	\$ 37,800.93	\$ 37,800.93	
403.11d	2.5" HBP Binder Course	TN	710	\$ 88.75	\$ 63,001.54	\$ 63,001.54	
403.12	HBP Hand Method	TN	100	\$ 160.00	\$ 16,000.00	\$ 16,000.00	
417	Cold Planing	SY	56	\$ 17.40	\$ 966.67	\$ 966.67	
618.7	Flaggers	HR	160	\$ 67.00	\$ 10,720.00	\$ 10,720.00	
619.1	Maint. of Traffic	U	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
646.51	Turf Establishment with 4" Loam and Hydroseed/Tackifiers (Slope Seed 45)	SY	4,089	\$ 8.45	\$ 34,551.11	\$ 34,551.11	
692	Mobilization	LS	1	\$ 11,324.72	\$ 11,324.72	\$ 11,324.72	
1010.2	Asphalt Adjustment (Allowance)	\$	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
			\$ 393,815.49				\$ 393,815.49
ESTIMATE:							
			\$ 393,815.49				\$42.81 Per LF

393  
39 10% Contingency  
\$432K ±





# MOULTONBORO NECK PATHWAY PHASE 3

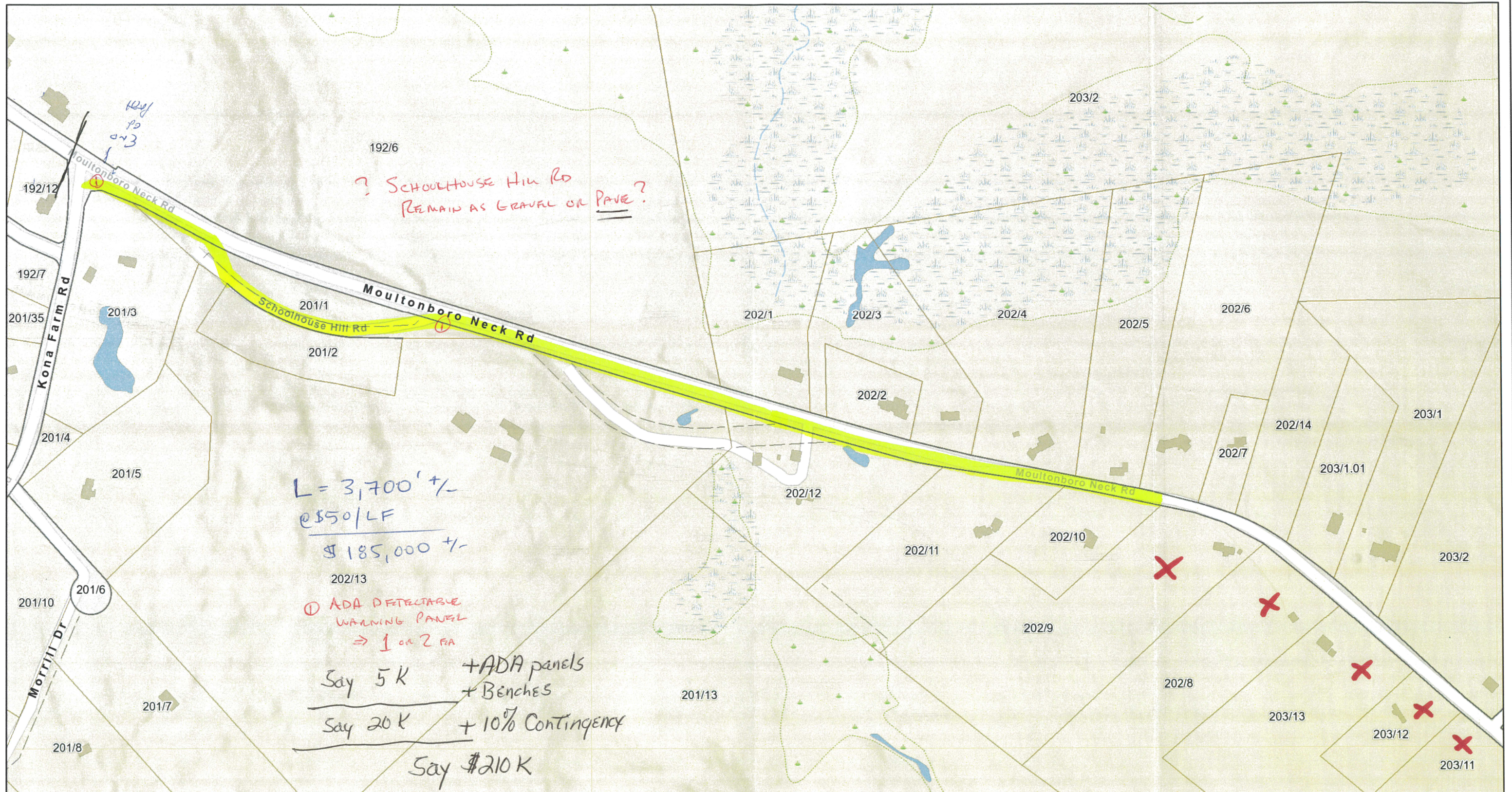
Moultonborough, NH



March 4, 2025

1 inch = 300 Feet

www.cai-tech.com







# MOULTONBOROUGH NECK PATHWAY PHASE 3

Moultonborough, NH



March 4, 2025

1 inch = 400 Feet



www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



## MEMORANDUM – MOULTONBOROUGH RECREATION

**TO:** Board of Selectmen

**FROM:** Daniel Sturgeon, Director of Recreation & Leisure Activities

**RE:** Pathway Phase III

**DATE:** 2/27/2025

**CC:** Carter Terenzini, Interim Town Administrator  
Chris Theriault, Director of Public Works

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Below is an update of the direction of the Phase III Pathway project:

Phase III of the pathway project would connect Phase I (Jo-Jo's Country Store to Winauke Road) to Phase II (Kona Farm Road to Kraine Meadow Park). Phase III would be on one side of the road and stretch from Kona Farm Road and end at Jo-Jo's Country Store, approximately 2 miles. There are about 5 property owners on one side of the road that aren't willing to have the pathway run through their property so we decided that until perhaps the properties owners happen to change hands in the future, we recommend completing all we can for now. This will leave about 1000 feet unfinished on the strip closest to Ferry Road.

There is currently approximately \$237,263 in CRF 158 account for Pathway Phase III construction.

I have looked into alternate funding through the State in the form of a TAP grant (Transportation Alternative Planning) but their rounds are complete until 2028, with selection in the summer of 2029. They also have a program called CMAQ (Congestion Mitigation and Air Quality Improvement Program) which was established by ISTEA (Intermodal Surface Transportation Act) which our Phase I project was partially funded in 2002. I don't believe we would be chosen for that specific program with this project.

The cost estimate was compiled by Chris Theriault and is attached. The cost estimate is said to be close to \$400,000, which leaves us with a shortfall of a little over \$162,000.

My recommendation is to come forward with the Pathway project as part of the Capital Improvement Program in 2025-26 and request the amount of \$165,000 for the completion of all but 1000 feet of Phase III. This will take this project off the books until further support for the last 1000 feet is expressed.

DGS 03/10 Agreed to not wait given cost increases  
& challenges  
Suggestion to go South from Kona  
Farm Rd

## **2002 Annual Town Meeting**

### **ARTICLE 10**

Appropriate the sum \$492,000 to secure funding in the amount of \$392,000.00 from the New Hampshire Department of Transportation's Transportation Enhancement Program, or any other federal, state, public or private granting source, to create the Moultonborough Recreation Trail, Phase II

A sum of \$50,000.00 will be used in a dollar-for-dollar match from funds raised by the Moultonborough Recreation Trail Committee.

This article was voted in the affirmative by a majority voice vote.

## **2009 Annual Town Meeting**

### **ARTICLE 16 Amended**

Appropriate \$ 37,500 for the pathway (Phases 2 & 3)

The amendment was voted on in the affirmative by a majority voice vote.  
The article was voted on by a secret ballot.

## **2010 Annual Town Meeting**

### **ARTICLE 14**

Appropriated \$37,500 pathway Phase 2 and 3

This article was voted in the affirmative by a majority voice vote.

## **2013 Annual Town Meeting**

### **Article 14**

\$37,500 for pathway repairs

The article was voted in the affirmative by a show of voter cards.

## **2014 Annual Town Meeting**

### Article 12

\$37,500 pathway retrofits

This article was voted in the affirmative by a unanimous show of voter cards.

### Article 37

\$60,375 additional repairs to phase II of the pathway

To see if the town will vote to raise and appropriate \$22,875.00 for additional repairs to the Moultonborough Pathway.

The amended article was voted in the affirmative by a majority show of voter cards.

## **2016 Annual Town Meeting**

### Article 6

\$36,500 appropriated for phase III

The article was then voted in the affirmative by a show of voter cards.

## **2018 Annual Town Meeting**

### Article 11

Establish a Capital Reserve Fund (CRF 158) for the construction of Pathway Phase III.  
Appropriation of \$100,000 from unassigned fund balance.

This article was voted in the affirmative by a show of voter cards.

*See Attached*

## **2019 Annual Town Meeting**

### Article 9

Appropriate \$100,000 for Pathway phase III from unassigned fund balance.

The original article was voted in the affirmative by a show of voter cards.

## **2020 Annual Town Meeting**

### Article 9

Original article was to appropriate \$100,000 from taxation for the phase III pathway project.  
It was amended down to \$0

The amended Article was then voted in the affirmative by a show of majority voter cards.

#### **ARTICLE 8**

To see if the Town will vote to raise and appropriate the sum of Eighty-Five Thousand Dollars (\$85,000) for the purchase of a multi-use tractor and attachments for snow blowing and plowing and sweeping for the DPW and meet said appropriation by using Eighty-Five Thousand Dollars (\$85,000) from the unassigned fund balance as of December 31, 2017.

**(Recommended by Selectmen 5 Yes – 0 No)**

**(Recommended by Advisory Budget Committee 3 Yes – 1 Abstain – 1 No)**

The motion was made by Selectman Bartlett, seconded by Selectman Mudgett to move over Article 8 which is no longer relevant as Article 7 was defeated.

- The motion was voted in the affirmative.

#### **ARTICLE 9**

To see if the Town will vote to raise and appropriate, subject to any and all changes made at this meeting, the sum of Seven Million Seven Hundred Thirty-Nine Thousand One Hundred Eighty-Four Dollars (\$7,739,184) to pay the expenses of General Government, Public Safety, Public Works (including Highways, Cemeteries, Buildings and Grounds, and Transfer Station), Human Services, Culture and Recreation, and Development Services.

**(Recommended by Selectmen 5 Yes – 0 No)**

**(Recommended by Advisory Budget Committee 3 Yes – 0 No)**

The motion was made by Selectman Mudgett, seconded by Selectman Bartlett to move the article.

- This article was voted in the affirmative by a show of voter cards.

#### **ARTICLE 10**

To see if the Town will vote to raise and appropriate the sum of Five Hundred Fifty-Nine Thousand Nine Hundred Forty-Seven Dollars (\$559,947) to pay the expense of operating the Public Library.

**(Recommended by Selectmen 5 Yes – 0 No)**

**(Recommended by Advisory Budget Committee 5 Yes – 0 No)**

The motion was made by Selectman Wakefield, seconded by Selectman Mudgett to move the article.

- This article was voted in the affirmative by a show of voter cards.

At this time Laurie Whitley, Chair of the Library Trustees, asked for a moment of silence for those trustees who have passed since last Town Meeting: JoAnn Farnham, Shirley McCue, Phyllis Prouty, Barbara Putnam.

#### **ARTICLE 11**

To see if the Town will vote to establish a Pathway Phase III Construction Capital Reserve Fund for the purpose of funding construction of Phase III of the Pathway located on Moultonboro Neck Road and to raise and appropriate the sum of One Hundred Thousand Dollars (\$100,000) to be placed in said fund and further to authorize the Board of Selectmen as agents to expend without further appropriation. Said amount to be taken from the unassigned fund balance as of December 31, 2017.

**(Recommended by Selectmen 5 Yes – 0 No)**

**(Recommended by Advisory Budget Committee 5 Yes – 0 No)**

The motion was made by Selectman Shipp, seconded by Selectman Bartlett to move the article.


- This article was voted in the affirmative by a show of voter cards.



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## MEMORANDUM – OFFICE OF THE HUMAN RESOURCE DIRECTOR

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**TO:** Board of Selectmen  
**FROM:** Robin Reade, HR Director   
**RE:** Recruitment of Town Administrator  
**DATE:** March 20, 2025  
**CC:** Carter Terenzini, Interim Town Administrator

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Thank you to the Selectmen for providing me with individual feedback on the questions posed in the last memo on February 27, 2025, board meeting.

What I heard collectively from the individual Board Members on what qualities and strengths you would like to see in your next Town Administrator is that our next Town Administrator will function as the Chief Administrative Officer for the town and the primary conduit from and to the Board of Selectmen. The Town Administrator will perform with a high level of judgment in the interpretation of Board policy and independent judgment as appropriate to the situation. This person will be proactive with and notify the Board of important information known in advance. The most important qualities you all stated were leadership, accountability, decision-making capabilities, knowledge of municipal management and budgeting and the ability to achieve goals and objectives.

This job description was written with the specifics in mind of what you, as a majority would be looking for in the next Town Administrator. I have also enclosed a copy of the Profile and Challenge Recruitment Statement for your review and approval. This breaks down the role and challenges that a new Town Administrator will face when starting in this position, including affordable housing, tax rates, and balancing the budgetary needs of their year-round residents and ever-growing seasonal population. The next Town Administrator will need to be diplomatic in carrying out this role, earn the trust of the Board and staff, while at the same time being prepared for any differentiation(s) future boards may make.

In addition, we are reviewing several Board policies that would require updating prior to the on-boarding of the next Town Administrator, to re-enforce the role envisioned in the job description. The policies include #7 Complaints Regarding Employee Performance. #23 Competitive Bidding policy and several others.

Lastly, where much of the upfront work has been done by revising the job description and profile and challenge statement, is outsourcing the recruitment still a strategy you want to pursue?

## Town of Moultonborough, NH

**POSITION:** Town Administrator  
**FLSA STATUS:** Exempt

**DEPARTMENT:** Administration  
**REPORTS TO:** Board of Selectmen

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### **GENERAL SUMMARY**

The Town Administrator is the Chief Administrative officer for the Town, acting as the primary conduit from and to the Board of Selectmen (the "Board") for the Departments under its administrative control and coordination with independently elected Department Heads or Boards and the agents under their supervision. The Town Administrator participates in the research, development and implementation of Board policies, goals, objectives and administration of the Town's overall budget, financial and personnel systems. The Town Administrator performs these complex and highly responsible duties with the exercise of a high level of judgment in the interpretation of Board policy and independent judgment as appropriate to the situation.

### **SUPERVISION RECEIVED**

The position functions under the policy direction of the Board in accordance with the applicable provisions of federal, state, and local laws, rules, regulations and policies.

### **SUPERVISION EXERCISED**

The position manages all direct reports within the Executive Office as well as all Department Heads (except for the elected Department Heads and Library).

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Supervises the preparation of the Board's agenda, gathers pertinent supporting data, advises the Board on the same and attends all Selectmen's meetings.
- Conducts regular staff meetings to review Board actions, provide Board direction and solicit staff input on these and other needed policies.
- Research, in consultation with relevant staff, needed actions and policies, proactively and at the direction of the Board, preparing drafts and supporting data for Board consideration and action and annually solicits the Board's goals in preparation for the budget process.
- Circulates to all Departments the Board guidance on the annual budget and legislative program, needed forms for their requests and timelines for submission and the review of their requests.
- Prepares the annual recommended budget and legislative package (i.e. Draft Warrant) budget explaining the major driving financial and policy factors, divergence from staff requests and similar important factors for consideration by the Board, and coordinates review with staff and relevant bodies (i.e. CIPC, ABC, etc.).
- Oversees submission of Draft Warrant for annual Town Meeting to Town Counsel and Department of Revenue Administration consulting as necessary for correct format and wording of the same.
- Oversees preparation and circulation of final Warrant and attends Annual Town Meeting to provide input and information upon request.
- Reviews budget and revenue expenditures on a regular basis for conformance to plan, reports potential problems, and solutions to the Board.



- Acts as the Town's Chief Procurement Officer overseeing the procurement process for all purchases and contracts in accordance with the Town's policy, including the review of all purchase requisitions, the drafting of specifications, competitive bidding, and the evaluation of pricing proposals/bids competitive bids received.
- Conducts annual performance reviews of Department Heads under the control and supervision of the Board.
- Nominates appointees for Town employment, assembles screening panels for major department heads for final interview by the Board, oversees the performance review and disciplinary process all as established by Board policy.
- Answers to public inquiries and complaints, investigating and/or referring the same as appropriate, keeping the Board aware of such inquiries and complaints.
- Represents the Selectmen whenever they are unavailable and monitors the activities of committees appointed by the Selectmen. Oversees the requirements of RSA 91-A "The Right to Know Law" regarding the dissemination and notifications requirements for all departments, committees and boards of the Town of Moultonborough.
- Prepares press releases and reports as required endeavoring for the widest flow of information and citizen participation in the development and consideration of Town matters.
- Reviews incoming Board correspondence and prepare direct responses, or drafts responses for consideration and action by the Board as most appropriate, keeping the Board informed of the same.
- Participates in all collective bargaining, support of classification and compensation plans, and negotiation of contracts with labor counsel. Develop and recommends bargaining concepts and strategies for Selectmen approval. Attends all bargaining sessions and/or grievance hearings. Advises Selectmen on the impact of contract terms on personnel matters, such as classification of positions and wages.
- Works with town counsel to shape and implement responses to all legal issues impacting the town.
- Keeps informed on Federal and State programs that make funds available to municipalities and makes recommendations to the Board as to the application for such funds. Prepares grant applications when authorized and/or directed by the Board and coordinates grant proposals to ensure that each proposal is consistent with Town policies, State and Federal laws.
- Prepares routine and cyclical reports for submission to Town, State, and Federal Organizations.
- Oversee the preparation of the Annual Town Report,
- Manages Town property under the control of the Board in accordance with Board policy.
- Consults with department heads, board and committee members, and employees of every rank in the town's employment on sensitive issue involving performance problems, management styles, contract interpretation, leave and attendance, and job assignments.
- Attend conferences, seminars, and meetings relating to municipal management. Presents at public meetings and local groups as requested. Studies trade publications and pertinent internet sites to stay informed as to changes in State law that affect the town and to learn of programs that may benefit the community.

### **OTHER DUTIES AND RESPONSIBILITIES**

Performs other related duties as requested.



## **REQUIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Bachelor's degree in business administration, public administration, management or related field; Master's Degree preferred. Five years of progressively responsible management experience in a municipal setting, or any equivalent combination of education, training and experience which demonstrates possession of the required knowledge, skills and ability.

**Preference is given to those with experience in an Open Town Meeting form of government.**

### **Knowledge, Skills and Abilities**

- Knowledge of relevant Federal and State statutes and regulations, Town ordinances, Town Policies, rules and regulations, and the practices and procedures of all town departments. Knowledge of town office administrative procedures.
- Knowledge of government accounting standards and practices.
- Knowledge of modern standard office practices, procedures and equipment.
- Strong leadership and decision-making skills are required.
- Strong public relations skills are required
- Skilled in interpersonal relations and communication skills.
- Ability to deal with public relations problems courteously and tactfully.
- Ability to plan, organize, assign, supervise, inspect and coordinate the work of professional and technical personnel engaged in preparing comprehensive research studies, analyzing problems, preparing technical reports and formulating recommendations.
- Ability to delegate tasks effectively and efficiently while retaining ultimate responsibility.
- Ability to work under pressure and to always maintain a high level of professionalism and confidentiality.
- Ability to maintain a positive working relationship with officials, department heads, employees, the business community and the public.
- Ability to speak, listen, write and communicate effectively.
- Ability to re-direct and de-escalate emotional or volatile situations.
- The Town Administrator must possess a high degree of diplomacy and judgment and must be able to work effectively with and influence all types of people. Duties require a well-developed sense of strategy and timing in representing the town effectively in critical and important situations that may influence the well-being of said town.

## **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, speak, see and hear. The employee must occasionally lift/move up to 25 pounds, bend, stoop or crouch.

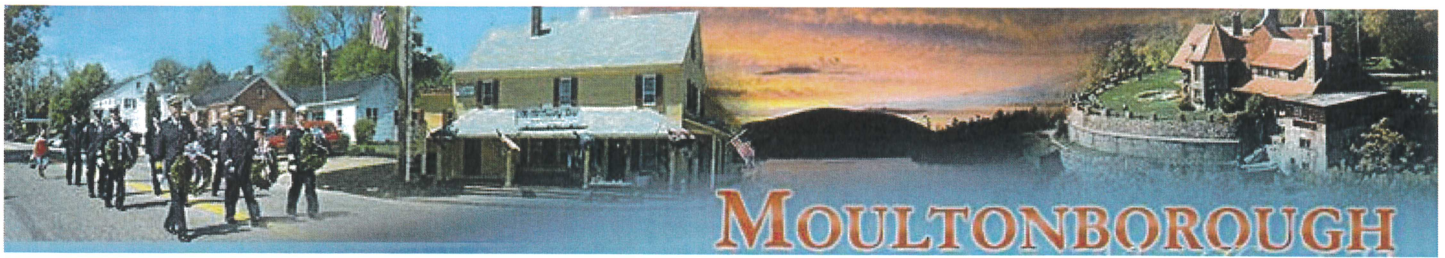
### **WORK ENVIRONMENT**

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. Attendance at night meetings is required. Some travel to offsite locations may be 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.**

**This 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  
New Hampshire**

**Town Administrator**

**Profile &  
Challenge  
Recruitment Statement**



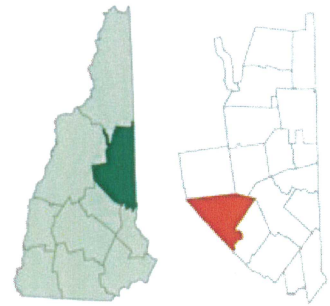
**Open Until Filled  
Review Begins  
April 11, 2025**



## TOWN OF MOULTONBOROUGH, NEW HAMPSHIRE- TOWN ADMINISTRATOR

### THE COMMUNITY

Moultonborough is a Lakes Region community on the northern shore of beautiful Lake Winnepesaukee. Located in northern New Hampshire on the western edge of Carroll County, Moultonborough is bounded in part by Lake Winnepesaukee in the southwest and Squam Lake in the northwest corner. Moultonborough is roughly two hours from Boston, two hours from Portland, Maine, four hours from Montreal, and an hour from Concord NH. It serves as the gateway to the White Mountains and is in close proximity to other outdoor recreation areas in the region.



The town has a total area of 74.6 square miles, of which 59.5 square miles is land and 15.1 square miles is water, comprising 20.29% of the town, a shoreline of almost 66 miles, almost 300 miles of roadway, a year-round population of almost 5,000 residents, and a summer population of 25,000+. Moultonborough is a residential and vacation community, with commercial and industrial development primarily limited to the Route 25 corridor.

Moultonborough is a rural town which was incorporated in 1777 and is governed by a five member Board of Selectmen. The total annual municipal budget is approximately \$11,506,683. Moultonborough is the sole town for SAU #45 with its total population of 476+/- students between Moultonborough Central School and Moultonborough Academy. Moultonborough Academy is known across the state for its competitiveness in both academics and athletics despite its smaller size compared to surrounding towns.

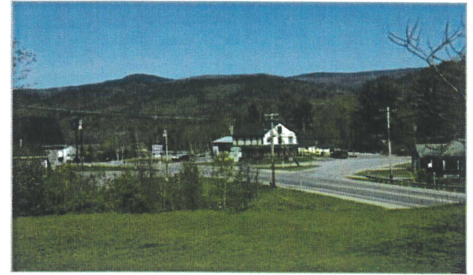
For many, Moultonborough has served as a retirement destination leading to the emergence of a large and active senior population.





## DEPARTMENT & CHALLENGES

The Town of Moultonborough in general, and the next Town Administrator in specific, face several challenges requiring strong public policy insights, diplomacy and -at times- a recognition some things are simply outside of the control of the Select Board. Those challenges are:



- **The Statewide Education Property Tax (SWEPT):** Moultonborough is amongst the top contributors to the SWEPT due to its property values. When first adopted, the SWEPT caused a considerable spike in the local tax rate with only a nominal return to the Town of the shared revenues raised to offset the budget of support to the School District. This settled down around 2010 when local communities were able to keep their excess SWEPT. Court cases before the NH Supreme Court as of this writing, and how the legislature would move to address any findings of the court rendering this retention of excess SWEPT unconstitutional, could once again cause a dramatic spike in the local tax rate but some \$5.5+/- million.
- **Affordable Housing:** Between the geo-location decisions triggered by COVID, the improvements ability to telecommute for the area with the build out of fiber based internet network, the development costs of water and sewer (only served by public or private utilities in a minor portion of the Town) and the general market based economic effects in the real estate market; the housing costs for our year round living in Moultonborough has become less and less affordable for our current and (hopefully) future residents. The Town has obtained a Housing Opportunity Grant to begin to address some of these issues and addressing them will be critical to maintaining a desirable socioeconomic blend across the community.
- **Tax Rates & Balance:** The School District budget is one undergoing considerable debate within sectors of the community. While the Select Board tries to balance the budgetary need of its year-round residents and its near quintupling in seasonal population, it is also faced with an expectation by some that it can somehow control the overall tax rate in the face of the Independent school, county, and SWEPT assessment(s). The Board has been diligent in attempting to do so while continuing needed investment in both operational and capital needs of the community.
- **Role of the Town Administrator:** As in any community, absent from a statutory framework, local charter, or bylaws defining the role of Town Administrator, the position is function of the role defined for it by the Select Board, the understanding and acceptance of the Department Heads and others of the authority that has been delegated to the Town Administrator and the trust and confidence of the Board in the Administration that they are not exceeding that role while at the same time keeping it fully informed- within practical limits- of the exercise of that authority. This Board (which has worked together for a number of years and remains intact coming out of the most recent election) has a view of the Town Administrator Offices as laid out in the recently revised job description. This has not always been the case. The next Town Administrator will need to be diplomatic in carrying out this role, earn the trust of the Board and staff they made the right decision, while at the same time being prepared for any differentiation(s) future boards may make.

## TOWN OF MOULTONBOROUGH, NEW HAMPSHIRE- TOWN ADMINISTRATOR

### THE IDEAL CANDIDATE

The successful candidate will be (a) knowledgeable in municipal government, (b) proficient in administration and financial management of the town, (c) a skilled communicator in both written and oral settings, and (d) a person with a reputation for creating an atmosphere that supports fair, consistent guidance and leadership.

### WHY APPLY?

This position offers a tremendous opportunity to serve as the Chief Administrative Officer for a five-person Board of Selectmen and lead an experienced group of Department Heads and employees in the day-to-day operation of the Town.

This position provides an opportunity to live, work and play in one of the most beautiful areas of the state of New Hampshire. Bordering the north shore of Lake Winnepesaukee, Moultonborough offers many options for outdoor recreation, such as boating, hiking, skiing, fishing and hunting. Moultonborough is a great place for someone interested in working in a beautiful small town, with low tax rate, great school system, and a safe small-town atmosphere.

### TOWN CULTURE

Moultonborough, NH, is a charming New England town where community, creativity, and local entrepreneurship thrive. Nestled in the scenic Lakes Region along Lake Winnepesaukee and Squam Lake, the town embraces a rich culture of outdoor adventure, from boating and hiking to exploring historic landmarks like Castle in the Clouds. The local arts scene is vibrant, with talented painters, photographers, and craftspeople showcasing their work at community events, galleries, and the Moultonborough Public Library. Small businesses are the heart of the town, from family-run shops and cozy cafés to artisan markets and farm stands that celebrate local flavors and craftsmanship. Whether enjoying its stunning landscapes, creative spirit, or welcoming small-town charm, Moultonborough offers a dynamic and connected way of life.

### SCHOOLS- SAU 45

The Moultonborough School District is a small, yet highly regarded district dedicated to providing a high-quality, personalized education for its students. Serving grades Pre-K through 12, the district includes Moultonborough Central School and Moultonborough Academy, both of which emphasize academic excellence, community engagement, and extracurricular enrichment. With small class sizes, dedicated educators, and strong community support, students benefit from individualized attention and a well-rounded curriculum. The district also prioritizes diverse extracurricular activities, including athletics, arts, and STEM programs, encouraging students to explore their passions and ensuring they are prepared for future success. Deeply connected to the town's close-knit community, the Moultonborough School District is committed to preparing students for success while maintaining a warm, welcoming educational atmosphere.



## TOWN OF MOULTONBOROUGH, NEW HAMPSHIRE- TOWN ADMINISTRATOR

### **SCHEDULE**

Initial Advertisement: April 4, 2025

Final Interviews: June 9, 2025

Projected Start Date: August 1, 2025

### **REQUIREMENTS**

#### **EXPERIENCE & EDUCATION**

This position requires a bachelor's degree in business administration, public administration; A master's degree preferred. Five or more years of progressively responsible management experience, or any equivalent combination of education, training and experience.

*Preference is given to those with experience in an Open Town Meeting form of government.*

#### **SALARY**

The Town of Moultonborough is an Equal Opportunity Employer and offers a competitive salary and benefits package, DOQ/DOE.

#### **HOW TO APPLY**

Please send a resume, cover letter and standard town application form in PDF to Robin Reade, Human Resources Director, PO Box 139, 6 Holland Street, Moultonborough, NH 03254. The position is open until filled. Go to [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) (click on Bids & Jobs/Employment Opportunities) for forms and more information about our town and this opportunity. Review of applications begins on April 11, 2025.



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

Recruitment timeline and target dates:

2/27-3/4

Work session review of HR memo and scheduling of individual interviews with Select Board.

3/20

Review of TA job description and TA profile.

3/27

Work session discussion TA/SB Policy Amendments for consistency with job description.

4/3

Select Board Action on TA job description and Profile and Challenge Statement, followed closely by policy changes.

4/4

Advertise for TA position.

5/5

Applications close.

6/15

Final Decision.

7/1

Contract Finalized.

8/1

Appointee starts.



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## MEMORANDUM – OFFICE OF THE TOWN ADMINISTRATOR

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**TO:** Select Board  
**FROM:** Carter Terenzini, Town Administrator *Carter*  
**RE:** Use of Municibid Re: Fire Chief Vehicle  
**DATE:** March 17, 2025  
**CC:** C. Theriault; file



Given the SB vote of 10/10/24 to “dispose of the vehicle in a manner to be construed as the best advantage to the Town of Moultonborough”, without specifically being directed as to what that is, I seek your approval for the use of the public bid site [Online Government Auctions of Government Surplus | Municibid](#) to satisfy the terms set forth in Section(s) VIII B of the Competitive Bidding Policy at [Number-23-Competitive-Bidding-PDF](#). We will still provide public notice by means of the Town’s web site and bulletin board postings.

Should this trial go well, we can look to using it for additional auctions thus reducing the costs of publication and the nuisance of tying up space in the DPW garage bay(s), showing times requiring overtime, and the like which can (and has) proven a barrier to more periodic offerings of surplus.

Should you get a chance to browse the site, you will notice that 18 New Hampshire Towns and organizations are currently offering items for bid on the site with the nearest being Meredith and New Hampton. I can tell you it gets strong reviews for ease of use and positive results from many of my former Massachusetts peers where currently almost one-quarter of the state’s municipalities are offering items for sale.

**Requested Motion:** I move to authorize the use of the public web side Municibid for the offering for sale of a 2017 Ford Explorer formerly used as the Fire Chief’s car and further to authorize the Town Administrator to execute the bill of sale and other related necessary documents to complete the sale.



*Office of Selectmen*  
Town of Moultonborough  
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**Board of Selectmen Agenda Report**

**Date:** March 17, 2025  
**To:** Board of Selectmen  
**From:** Fire Chief David Bengtson  
**Subject:** Waiver of Competitive Bidding Policy

**Recommended motion:** *"A motion to approve the recommendation of the fire chief and waive the Competitive Bidding Policy requirements to allow the purchase of two (2) 150-hp, four cycle outboard motors, joystick controller assembly and assorted hardware and components to re-power the 2012 Eastern fire boat from Meredith Marina for \$58,234.02."*

**Background:** In November 2024, the Fire Department's fireboat sustained considerable damage, including the destruction of both outboard motors. While the insurance provided by Primex covered only the "actual cash value" of the motors, \$9,874 remained after repairing the hull damage to contribute towards their replacement. The Fire Department's Capital Improvement Plan had initially scheduled the upgrade to joystick steering controls for 2027. However, given the necessity of motor replacement due to the damage, it was deemed prudent to incorporate the joystick steering upgrade during this process. The total cost for replacing the motors and adding the joystick steering controls amounted to \$58,234.02.

**Issue:** Returning the fireboat to service is critical to ensuring uninterrupted fire and EMS coverage for island property owners and boaters on Lake Winnepesaukee, especially with the impending "Ice Out" in mid to late April, which marks the start of increased lake activity. After soliciting quotes from several area vendors, Meredith Marina has demonstrated the ability to obtain the materials needed and the technical expertise to install them. There is currently an 18-day period to obtain and 4-5 days to install the motors and new steering controls. The normal competitive bidding process, taking a month, would delay this vital service.

To expedite the fireboat's return, the Select Board is urged to waive the bidding process and approve the purchase of outboard motors and joystick steering controls from Meredith Marina, where the fireboat is already stored following hull repairs. This approach supports the timely restoration of emergency services to the community. It is the recommendation of the Fire Chief to waive the Competitive Bidding Policy requirements. This waiver will allow the purchase of two (2) 150-hp, four-cycle outboard motors, a joystick controller assembly, and the necessary hardware and components to re-power the 2012 Eastern fireboat. The purchase, totaling \$58,234.02, will be made by Meredith Marina, ensuring the timely return of the fireboat to service and supporting uninterrupted emergency services for the community.

**Fiscal Impact (If any):** Funding for this purchase is by use Article 16 (\$50,000) from the 2025 Town Warrant using funds from the unassigned fund balance and the balance from Primex Claim PR20243037605