WEVD COMMISSION MEETING
AND PUBLIC HEARING RE: WATER RATES
AND ADDITIONS TO WATER ORDINANCE APPENDIX
AGENDA

Wednesday, April 6, 2022, at 6 p.m.
Community Center, 562 Winterbrook Rd., Campton, 03223
with Zoom access

1. Call to order
2. Pledge of Allegiance
3. Roll Call of Commissioners
4. Adoption of Agenda
5. Appointment of new Commissioner
6. Public Hearing re: Water Rates
7. Public Hearing re: Additions to Water Ordinance Appendix
8. Approval of Minutes
    a. March 19, 2022 -- Brief meeting which followed the Annual Meeting
    b. March 26, 2022
    c. March 28, 2022
    d. March 31, 2022
9. Treasurer's Report
10. Interim GM's Report
11. Committee / Board Reports:
    a. Planning Board
    b. Water Master Plan & Roads
    c. Outdoor Courts
    d. ADA Accessibility
    e. Snowmaking
    f. Budget Advisory Committee
12. CONSENT CALENDAR
    a. Manifests
    b. Committee/Board reports
    c. Re-appointment of Planning Board and advisory committee volunteers
13. GENERAL CALENDAR ITEMS
    a. Commission Meeting Schedule
    b. DPW / Service Yard – Sanborn Head
    c. Renaming WMP&R Committee to WEVD Water & Roads Committee
    d. Transfer of FOCM monies to Campton Trustee of the Trust Fund
    e. Mission Statement – community input

f. General Manager Job Description

14. Upcoming Meeting: April 20, 2022 at ____.
15. Public Comment Period
16. Signing of previously approved minutes, policies, and procedures
17. Non-Public Session
18. Adjourn Meeting

WEVD COMMISSIONER MEETING PROCEDURES

1. THE COMMISSIONERS WILL POST AN AGENDA AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO HOLDING MEETINGS. EMERGENCY MEETINGS ARE EXEMPT.

2. A MEMBER OF THE PUBLIC MAY REQUEST ITEMS TO BE PLACED ON THE AGENDA.

A. REQUEST MUST BE MADE TO BOTH THE GENERAL MANAGER AND ASSISTANT GENERAL MANAGER AT LEAST 10 DAYS PRIOR TO A SCHEDULED MEETING.
B. THE REQUEST MUST CONTAIN THE SUBJECT MATER OF THE REQUEST.
C. THE FINAL DECISION TO ALLOW REQUESTS FROM THE PUBLIC RESIDES WITH THE COMMISSION.

3. THE COMMISSION MAY ASK FOR A REPRESENTATIVE FROM THE WATERVILLE ESTATES ASSOCIATION BOARD OF DIRECTORS TO SPEAK REGARDING WEA ACTIVITIES, CONCERNS, ETC.

4. RECORDING A MEETING OF THE PUBLIC BODY IS ALLOWED. VIDEO EQUIPMENT WILL BE ALLOWED AT THE MEETING SITE AND WILL BE PLACED AT LOCATIONS DESIGNATED BY THE COMMISSION.

5. ZOOM OR OTHER REMOTE ACCESS / ELECTRONIC PLATFORM ACCESS WILL BE PROVIDED FOR COMMISSION MEETINGS. A LINK OR MEETING INFORMATION TO GAIN ACCESS WILL BE INCLUDED IN MEETING NOTICES. FAILURE TO BROADCAST WILL NOT BE GROUNDS FOR CANCELLING A COMMISSION MEETING.

6. NO MEETING ADMINISTRATOR OR OTHER PERMISSION WILL BE REQUIRED FOR REMOTE RECORDINGS OF PUBLIC SESSIONS OF COMMISSIONER MEETINGS THROUGH ZOOM OR ANY OTHER PLATFORM UTILIZED BY THE COMMISSION.

7. ANY ATTENDEE WILL BE GRANTED UP TO THREE (3) MINUTES TO MAKE A STATEMENT AT THE END OF THE MEETING ON WEVD MATTERS. TOTAL TIME FOR PUBLIC COMMENT WILL BE LIMITED TO 15 MINUTES.

8. THE COMMISSIONERS RESERVE THE RIGHT TO ALLOW EXCEPTIONS TO THIS POLICY.

Taken from Page 1 of IGM Report

Total for 2022

Budget approved	$ 532,455.00	
10% noncollect	$ 53,245.50	
Total due	$ 585,700.50	
60% availability	$ 351,420.30	
838 properties	**$ 419.36**	**Fixed charge**
40% usage	$ 234,280.20	
1977 occupants	**$ 118.50**	**Usage charge**

Annual Rate Adjust		1st half billing	**Second billing**
undevloped	$ 419.36	$ 161.10	$ 258.26
one debroom	$ 537.86	$ 252.14	$ 285.72
two bedroom	$ 656.36	$ 297.67	$ 358.69
three bedroom	$ 774.86	$ 343.19	$ 431.67
four bedroom	$ 893.37	$ 388.72	$ 504.65
five bedroom	$ 1,011.87	$ 434.24	$ 577.63
six bedroom	$ 1,130.37	$ 479.76	$ 650.61
seven bedroom or larger	$ 1,248.88	$ 525.29	$ 723.59

Waterville Estates Village District

Water Department

562 Winterbrook Rd, Campton, NH 03223
Phone: (603) 726-3082 | Fax: (603) 726-8611
www.waterville-estatesnh.gov

Summary of Terms and Conditions for New Connections

This is not meant to be a complete or comprehensive list of the terms and conditions for new water connections within the Waterville Estates Village District

New Connections

- No new connections shall be made until the required application is submitted and approved by the WEVD Commissioners, any applicable fees paid, and necessary inspections have been completed (pg. 8-9, sec. 5, sec. 7)
- A $1,000 new connection fee is due at the time the permit is issued
- Of the new connect fee, $250 is a non-refundable administrative service charge
- Permits are only valid for 60 days and are nontransferable

Metering

- All new connections will be required to be metered and water service will not be provided until a meter is installed (pg. 8-9, sec. 7)
- Meters shall be provided within 15 days of the receipt of request for a meter following the inspection of service lines has been approved by a District representative (pg. 8-9, sec. 7)

Service Lines

- Services lines from the curb stop to the building are the sole responsibility of the owner to maintain (pg. 10, sec. 9, b)
- The minimum diameter for service lines to a single-family residence is 1 inch (pg. 10, sec. 9, c)
- All service lines must conform to AWWA Standards, ANR Water Supply Division rules and technical standards, New Hampshire Statutes, and District standards (pg. 10, sec. 9, c)
- When rate flow will exceed 15 gallons per minute the District may require services lines to be greater than 1 in. in diameter (pg. 10, sec. 9, c)

Extending Service

- The application process and requirements for the extension of service mains can be found on page 16, section 32 “Water Main Extension, Plan Approval, Construction”
- All cost for extending water service to an individual property is the responsibility of the property owner (pg. 8-9, sec. 7)
- “New service or extension of mains shall not be constructed during the period November 15 to April 15 without prior cold weather construction approval of the District. The owner may be assessed an additional charge as part of the connection fee to cover the additional expense incurred as a result of cold weather construction.” (pg. 10-11, sec. 12)

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Waterville Estates Village District

Water Department

562 Winterbrook Rd, Campton, NH 03223
Phone: (603) 726-3082 | Fax: (603) 726-8611
www.waterville-estatesnh.gov

Water Hookup Permit Application

Name of Owner on Record: _____

_____

Street City State Zip

Telephone: _____ Email: _____

Is there a designated representative other than the owner? [ ] Yes [ ] No

Name of Representative: _____
Contact Address:

_____

Street City State Zip

Telephone: _____ Email: _____

Attachments (please check all that apply):

- [ ] NH DES approved septic design
- [ ] WEA building permit
- [ ] Site plan

When issued, permits are valid for 60 days and are non-transferable. All applicable fees, including but not limited to the $1,000 new connection fee, are due upon receipt of an approved permit. All new construction must have meters installed prior to connection. Meters and kornerhorns are to be purchased from the District at cost by the property owner. Please visit www.waterville-estatesnh.gov/water-roads and complete the Meter Request Form to acquire a meter.

By signing below, I acknowledge that I have read and agree to all terms and conditions for new connections as outlined in the Waterville Estates Village District Water Ordinance adopted in August 2021. I also agree to pay all applicable fees upon receipt of my approved permit. I understand that my approved permit will not be issued to me or valid until all applicable fees are paid in full.

_____ _____

Signature Date

_____

Printed Name

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Waterville Estates Village District

Water Department

562 Winterbrook Rd, Campton, NH 03223
Phone: (603) 726-3082 | Fax: (603) 726-8611
www.waterville-estatesnh.gov

FOR OFFICE USE ONLY

Date application submitted: _____ Initials: _____

Date of site visit: _____

Attendees: _____

_____

Permit status: [ ] Denied [ ] Approved [ ] Approved subject to the following conditions:

_____

_____

Date Issued: _____ Permit No.: _____

Expiration Date: _____ (Year - # of permit e.g., 2020-XX)

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

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Waterville Estates Village District

March 19, 2022 Commissioners Meeting DRAFT Minutes

Attendees: Gerry Panuczak, John Herlihy, Maureen Patti, IGM John Scruton, and Judy Kinney.

Call to order: Ms. Patti called the meeting to order at 1:30 PM following the Annual Meeting. No members of the public were present or on Zoom.

Flooring: Mr. Scruton explained the material used to repair the play room floor should have a resilient flooring material instead of carpet or epoxy.

Ms. Patti moved, seconded to rescind the Commission vote of 3/16/22 and authorize the purchase and installation of floating resilient flooring in wood grain color at the cost of approximately $7.50/square foot. Passed 3-0.

Non-Public Session
Ms. Patti motioned to enter non-public session for the purposes described in RSA 91A:3, II (b) hiring, Mr. Herlihy seconded and the motion passed by unanimous roll call vote.

Non-public session was entered at 1:35 PM. Mr. Scruton and Ms. Kinney were present during the non-public session.

During nonpublic the commission discussed hiring an employee.

Resumption of Public Session
Ms. Patti motioned to re-enter public session, Mr. Herlihy seconded and the motion passed unanimously by roll call vote at 1:48 PM.

(Nonpublic minutes contained herein and not sealed.)

Adjournment: Mr. Panuczak *motioned to adjourn the meeting, Ms. Patti seconded, and the motion passed unanimously by roll call vote*
Meeting adjourned at 1:50 PM.
Interim General Manager John Scruton did the minutes.

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Waterville Estates Village District

562 Winterbrook Road Campton, NH 03223
Phone: (603) 726-3082 | Fax: (603) 726-8611

Waterville Estates Village District

March 26, 2022 Commissioners Meeting DRAFT Minutes

Attendees: Commissioners Maureen Patti, Gerry Panuczak, and John Herlihy, Assistant General Manager Judy Kinney, Dave Spinney, and Loren Bennett

Attendees via Zoom: Interim General Manager John Scruton, Mark Canfield.

Call to order: Chair Patti called the meeting to order at 9:00 AM

Roll Call of Commissioners: Ms. Patti, Mr. Panuczak, and Mr. Herlihy were present at the Summit Lodge.

Approval of the Agenda: There were no modifications made to the agenda and it was adopted by consensus.

Approval of Minutes March 16, 2022

Ms. Patti made a motion to amend the 03/16/2022 meeting minutes according to the list of changes she prepared and that were in the meeting handout (attached). Mr. Panuczak duly seconded. After a brief discussion Ms. Patti amended her motion to strike item #1, subsection b in its entirety. Mr. Panuczak duly seconded the amended motion and it passed by a unanimous roll call vote.
Ms. Patti then made a motion to approve the 03/16/2022 meeting minutes as amended. Mr. Panuczak seconded and motion passed after a roll call vote with everyone voting in favor.

Treasurer's Report

The Treasurer was not in attendance, and the Commissioners discussed the Treasurer's report with Mr. Scruton and Ms. Kinney. The report was approved by consensus with the caveat that the Water Department balance was being reviewed. Mr. Panuczak also raised questions about the Friends of Campton Mountain balance as QuickBooks balance was higher than bank balance. Ms. Kinney said it would be reviewed and addressed.

Interim GM's Report

There was nothing for Mr. Scruton to report.

Committee / Board Reports

Through consensus, the Commissioners agreed to consider the Outdoor Courts Committee Report at our April 6th meeting due to the time constraints of the current meeting.

CONSENT CALENDAR

a) Manifests

Ms. Patti made a motion to approve the manifests, Mr. Panuczak duly seconded and the manifests were approved by unanimous roll call vote.

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There was discussion of the old website and whether it needs to be cleaned up now that the District has moved to the new website. Ms. Patti suggested sending a Constant Contact notification to residents asking them to help the Management identify the items on the website that are outdated and need to be corrected and advising them to participate in the creation of the mission statement that the Commissioners will be discussing at their April 6th meeting. There was consensus among the Commissioners that that is a good idea. Ms. Kinney agreed to push the notification out.

GENERAL CALENDAR ITEMS

There was discussion of the old website and whether it needs to be cleaned up now that the District has moved to the new website. Ms. Patti suggested sending a Constant Contact notification to residents asking them to help the Management identify the items on the website that are outdated and need to be corrected and advising them to participate in the creation of the mission statement that the Commissioners will be discussing at their April 6th meeting.

Mr. Herlihy read the web portal Mission Statement into the record as follows: "The WEVD Commission is dedicated to maintaining the infrastructure of the community assets for the safe use by its residents. The Village District will develop and implement plans for the continued operation of facilities through careful budgeting and expenditures approved by the registered voters of the community. The Commission will maintain public access to records of all related operations for viewing by its constituents".

There was consensus among the Commissioners that that is a good idea. Ms. Kinney agreed to push the notification out.

a. Zoom streaming YouTube for all Commission Meetings

There was discussion about livestreaming Commission meetings via YouTube, provided that access to YouTube is much easier than to Zoom. Mr. Herlihy opined that this is not a requirement and it may require a lot more technical, staffing, and financial commitment than the District can afford. Mr. Panuczak noted that in his experience in another state there are funds available for municipalities to create their own public television channels and programming and that is something the District may explore. Ms. Kinney also noted that about two years ago she already looked into this option at the request of the previous Commissioners and there was a cost associated with that which she will have to look up. Mr. Scruton noted that there might be an option to livestream without adding any recourses and it is just a matter of utilizing what is already available to the District. He suggested trying it out first and if the bandwidth and equipment already use are sufficient for livestreaming, adopting the practice of YouTube livestream. If the Management is unsuccessful, then things will remain unchanged. Mr. Herlihy requested that if anything is attempted it is made clear to the audience that this only a trial and there is no requirement in any policy or procedure that the Commissioners livestream their meetings. *Ms. Patti made a motion that a) the Management should try to experiment with livestreaming Commission meetings via YouTube and track all costs and employee resources associated with it; and b) the Management explore and advise the Commissioners on whether there is any cable or other type based broadcasting opportunity available to them and the costs associated with that. Mr. Panuczak duly seconded.* Discussion ensued about the use of Zoom and YouTube in conjunction to livestream and how that could make public access to Commission meetings (both live and past) easier and eliminate the right to know requests for the recordings. Mr. Herlihy expressed

concerns with the burden it may place on the staff and whether it was really necessary. Mr. Scruton said that he was under the impression that it was not that time consuming and the Management would like to try it first to be able to tell the Commissioners what it involves.
Ms. Patti called a vote on her motion. Motion passed with a unanimous roll call vote in favor.

b. Request from WEA Board re: General Manager search

Ms. Patti said that WEA sent in a request to participate in the General Manager search and Ms. Kinney added that they had asked to see the resumes and be part of the interview process. Discussion ensued about the chain of command and the confidentiality aspect of hiring an employee by the District. All Commissioners agreed that the General Manager will ultimately be reporting to the Commission, therefore the hiring process should be limited to the District only. Ms. Patti noted that the Assistant General Manager, who is very familiar with the recreation side of things is made part of the hiring process, which should be very helpful in the hiring process.

c. Appoint new Outdoor Courts Committee member, David Rose

Ms. Patti made a motion that the Commission approves the appointment of Mr. David Rose to the Outdoor Courts Committee. Mr. Panuczak duly seconded. After a brief discussion of whether Mr. Rose is a permanent or a part-time resident and the specifics of Board/Committee membership and meeting participation, *a vote was called by Mr. Herlihy and motion passed unanimously by a roll call vote in favor.*

d. Just give the approximate costs for the continuance of the Annual Meeting.

Ms. Patti noted that the line item for the Annual Meeting was about $12,000 and the cost of the additional meeting would be around $1,000.

Upcoming WEVD Commission Meeting: Wednesday, April, 2022 @ 6 PM.
Resumption of the ANNUAL MEETING – Tuesday MARCH 29, 2022 @ 7 PM at the Summit Lounge.

Ms. Patti also noted that the Commission will be meeting this upcoming Monday, March 28th at 4:00 PM with the sole purpose of going into the non-public session.

Public Comment Period

Mark Canfield was there to address the Commission via Zoom. He spoke about the issue of allowing a WEA Board member be part of the interviewing process for the General Manager and that he agreed with the concerns of confidentiality expressed by Mr. Panuczak. Nonetheless, Mr. Canfield said that it may be beneficial to express those concerns to the WEA Board and ask them for assurances to protect confidentiality in return for inclusion into the interviewing process. He opined that it would be very beneficial in the long run and would show that the Commission is willing to collaborate with the WEA. Ms. Patti thanked Mr. Canfield for his input and noted that she would not be averse to the potential General Manager meeting with the WEA Board after the selection has been made by the Commission. She reiterated the Commissioners' earlier stated position about the need to keep the interviewing process contained to the Commission only. She also added that the Commission has always acted in good faith when conducting business with the WEA Board and is willing to keep the collaboration going in a cooperative manner. Mr. Panuczak agreed with Ms. Patti that the initial interview should be limited to the Commissioners to protect the confidentiality of the candidates; however, it is not unusual that during the later stages, the finalists meet with a wider network of stakeholders, which would include the WEA Board. Mr. Herlihy was of the similar opinion.

Mr. Scruton said the ultimately the General Manager would be reporting to the Commission, therefore, he should be selected by the Commission. He added that having two Boards supervise one employee is never a good practice.

After checking with Assistant General Manager Judy Kinney, Ms. Patti determined there was no one else willing to address the Commission at the physical location, on the phone, or electronically, and closed the public comment period.

Non-Public Session

There were no items to address in a non-public session, therefore, there was none.

Ms. Patti noted that she would like to read in a public notice as follows:

"NOTICE OF PUBLIC SESSION TOWN OF CAMPTON SUPERVISORS OF THE CHECKLIST
Tuesday, March 29, 2022 9:00am
12 Gearty Way, Campton NH 03223
The Supervisors of the Checklist of Campton will hold a voluntary session for the correction of the checklist on Tuesday, March 29, 2022 at 9:00 am
in the community room of the Campton town office at 12 Gearty Way, Campton NH 03223."

Adjournment: *Mr. Herlihy made a motion to adjourn the meeting; Ms. Patti duly seconded. Motion passed with a unanimous roll call vote in favor.*

Meeting adjourned at 10:00 AM.

Prepared by Alvina Snegach

Maureen Patti motion for amending March 16, 2022 draft minutes:

1.

a. Page 2, Interim GM's Report, Item #2 – correct/add to read, "…public hearing for the *03/19/22* warrant*s was* posted…"

~~b. Page 2, Interim GM's Report, Item #3 – delete 'inside the Community Center' and 'at the Campton Town Offices'~~

c. Page 2, line 56 – delete 'buildings' and insert "bulletin boards"

d. Page 2, line 61 – insert at end of sentence "in 1988 when it was acquired from WEA by the District."

e. Page 2, line 62 – insert after 'Records indicate' the following: "…the voters at the 1988 Annual Meeting voted to raise and appropriate $1,600,000 for the acquisition of the Community Center." Delete 'that' and begin a new sentence with "The Village District paid the mortgage…"

f. Page 2, line 67 – reverse 'District' and 'WEA' so the sentence reads, "…made from WEA to the District for the transfer…"

g. Page 2, lines 71 & 72 – insert after 'back taxes' the following, "owed by WEA," and delete 'from the District to WEA' and move both sentences to line 69 (immediately following Item #4)

h. Page 2, line 75 – delete 'the' & 'number' and insert after '$50,000' and before 'budget' the words "Water Department"

i. Page 2, line 75 – after 'Pegwood Road first' insert "(as there are many leaks there)"

j. Page 2, line 77 – after 'miles' insert "of waterlines"

k. Page 2, line 78 – after 'Agreement' insert "(ASA)"

l. Page 2, line 82 – insert "ASA" before 'funds'

m. Page 3, line 87 – delete 'the' so it reads, "…WEVD Management is authorized to contact WEA at the two week date.."

n. Page 3, line 88 – substitute "any" for 'the' so it reads, "…Agreement invoice regarding any failure to pay…"

o. Page 3, line 89 – insert after '14 days' the following: "(which is a breach of the ASA)" and delete 'advise' and substitute "the WEA Board" for 'them'

p. Page 3, line 93 – insert after 'same goes with the Treasurer' the following "or WEVD Management will arrange for the payment of the RMA invoice amount to the District from the Rec Fund" (deleting 'or myself triggering those')

q. Page 3, line 107 – correct typo "totaling" to replace 'total of'

r. Page 3, line 112 – insert "Concerning" before 'The history'

s. Page 3, line 112 – correct typo "$200/year" instead of '$200'

t. Page 3, line 114 – insert after 'Water Ordinance' the following, "passed by the Commission in 2017 and effective in 2018"

u. Page 4, line 149 – correct typo "$400,000 was used" instead of 'were'

v. Page 4, line 152 – delete 'under'

w. Page 5, line 180 – insert "Water Department budget" in front of 'warrant article'

x. Page 6, line 211 – correct typo "10:42" instead of '10:42p'

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Waterville Estates Village District March 28, 2022

Commission Meeting DRAFT Minutes

Attendees at physical location: Commissioners Maureen Patti, John Herlihy, and Gerry Panuczak; Assistant General Manager Judy Kinney, Interim General Manager John Scruton.

No attendees via Zoom

Call to Order: Chair Patti called the meeting to order at 4 p.m.

Roll call of Commissioners taken. All present.

At 4 p.m., **Ms. Patti moved to enter Non-Public Session** pursuant to RSA 91-A:3, II (b). Seconded by Mr. Herlihy.

Mr. Panuczak moved to re-enter Public Session. The motion was seconded by Mr. Herlihy. Roll call vote approving the motion was unanimous.

Public Session re-convened at 5:53 p.m.

Mr. Herlihy moved to seal the minutes of the Non-Public Session. Ms. Patti seconded and made a friendly amendment to specify the grounds being failure to seal would render the proposed action by the Commission ineffective. A roll call vote was taken and all three Commissioners voted "aye."

No business was conducted during the re-convened Public Session.

Mr. Panuczak moved to adjourn the meeting and that motion was seconded by Mr. Herlihy. The vote to adjourn, taken by roll call, was unanimous and the meeting ended at 5:54 p.m.

(The draft minutes produced by M. Patti.)

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Waterville Estates Village District March 31, 2022

Commission Meeting DRAFT Minutes

Attendees at physical location: Commissioners Maureen Patti and David Spinney; Assistant General Manager Judy Kinney, Interim General Manager.

Attendee via Zoom: Interim General Manager John Scruton, Jaime Oldmixon and possibly other unknown persons

Call to Order: Chair Patti called the meeting to order at 6 p.m.

Roll call of Commissioners taken. Ms. Patti and Mr. Spinney present.

Administration of Oath of Office: Ms. Patti swore in the newest Commissioner, Mr. David Spinney. AGM, Ms. Kinney, notarized the necessary record.

Filling Commissioner Positions on Advisory Committees: Mr. Spinney agreed to serve as Commission liaison on the Snowmaking and Budget Advisory Committee (BAC). As he is already a Planning Board member, he will continue.

Election for Commission Chair: Ms. Patti entertained a motion to have another Commission member serve as Chair. Mr. Spinney stated he did not want to make such a motion. Ms. Patti to remain Chair subject to the WEVD Commission procedures.

At 6:03 p.m., **Ms. Patti moved to enter Non-Public Session** pursuant to RSA 91-A:3, II (b), (e), and (l). Seconded by Mr. Spinney. Roll call voted passed the motion.

Mr. Herlihy joined his colleagues via Zoom in the Non-Public Session at around 6:50 p.m.

Mr. Spinney moved to re-enter Public Session. The motion was seconded by Ms. Patti. Roll call vote approving the motion was unanimous.

Public Session re-convened at 7:52 p.m. AGM Ms. Kinney and Commissioners David Spinney and Maureen Patti in attendance.

Ms. Patti moved to seal the minutes of the Non-Public Session on the grounds that failure to seal would render a proposed action ineffective. Mr. Spinney seconded. A roll call vote was taken and both Commissioners voted "aye."

No business was conducted during the re-convened Public Session.

Mr. Spinney moved to adjourn the meeting and that motion was seconded by Ms. Patti. The vote to adjourn, taken by roll call, was unanimous and the meeting ended at 7:53 p.m.

(The draft minutes produced by M. Patti.)

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Waterville Estates Village District
Treasurer Report Apr 6, 2022

Bank Balances 4/5/2022		
Northway Bank	**Per Bank**	**Per QckBks**
WEVD Op Acct	$83,155	$47,839
Water Dept	$50,325	$37,792
Rec Fund	$53,142	$45,619
Friends of Campton Mtn	$15,130	$20,904
Meredith Village Savings	**$201,751**	**$152,153**
WEVD Op Holding Acct	unavailable	$1,323,463
	$201,751	**$1,475,616**

Tax Summary	Totals	Paid 2021/22	Due	Interest	
		$2,463,214	**$121,527**	**$46,549**	**100.0%**

Campton

	Billed	Paid	Paid 2021/22	Due	Interest Recd	% of Due
2021	$1,081,446	$1,075,200	$1,075,200	$6,246	$1,051	5.1%
2020	$1,126,745	$1,111,566	$553,993	$15,179	$2,339	12.5%
2019	$1,124,327	$1,117,597	$10,395	$6,730	$3,971	5.5%
2018	$1,069,955	$1,046,217	$5,713	$23,738	$12,842	19.5%
2017	$976,757	$976,765	$0	-$8	$1,334	0.0%
2016	$985,552	$978,357	$1,109	$7,195	$8,317	5.9%
2015	$985,422	$953,340	$1,331	$32,082	$7,711	26.4%
	$7,350,204	**$7,259,043**	**$1,647,740**	**$91,161**	**$37,565**	**75.0%**

Thornton

	Billed	Paid	Paid 2021/22	Due	Interest Recd	% Due
2021	$410,452	$386,760	$570,457	$23,692	$526	19.5%
2020	$416,001	$415,998	$245,017	$3	$1,486	0.0%
2019	$360,718	$360,518	$0	$200	$1,532	0.2%
2018	$324,690	$321,248	$0	$3,442	$2,997	2.8%
2017	$299,741	$298,137	$0	$1,604	$1,334	1.3%
2016	$290,944	$289,518	$0	$1,426	$1,109	1.2%
2015		**Incomplete Info**				0.0%
Prior		$8,330	$0			0.0%
	$2,102,546	**$2,080,509**	**$815,474**	**$30,367**	**$8,984**	**25.0%**

6 Month 2022	a/o 5-Apr					
	Invoiced	**% Mix**	**Paid**	**Due**	**Due %**	**Due % Mix**
1 Bedroom	5,960	2.7%	5,295	665	11.2%	3.1%
2 Bedroom	55,962	24.9%	50,610	5,352	9.6%	25.2%
3 Bedroom	84,768	37.7%	78,964	5,804	6.8%	27.4%
4 Bedroom	27,988	12.5%	26,822	1,166	4.2%	5.5%
5 Bedroom	1,303	0.6%	1,303	-	0.0%	0.0%
6 Bedroom	480	0.2%	480	-	0.0%	0.0%
Developed	**176,460**	**78.5%**	**163,474**	**12,987**	**7.4%**	**61.3%**
Undeveloped	48,330	21.5%	40,114	8,216	17.0%	38.7%
All	**224,790**	**100.0%**	**203,587**	**21,203**	**9.4%**	**100.0%**

Waterville Estates Village District

562 Winterbrook Road Campton, NH 03223
Phone: (603) 726-3082 | Fax: (603) 726-8611

Interim General Manager's Report 4/6/2022

1. Commission meetings. Are the Commissioners going to change the Second monthly meeting to 4 PM instead of 9 AM going forward for the year?
2. The suggestion from the Water Master Plan and Roads Committee (which seems to have several names) is the name be standardized to "The Roads and Water Advisory Committee."
3. Water Public Hearings: Based on the new budget, the second half billing should be adjusted as recommended by the Roads and Water Advisory Committee
   Draft Water rate adjustment

Draft	**Water rate adjustment**				
Total for 2022					
	Budget approved	$532,455.00			
	10% noncollect	$ 53,245.50			
	Total due	$585,700.50			
	60 % Availability	$351,420.30			
	838 Properties	**$ 419.36**	**Fixed Charge**		
	40% Usage	$234,280.20			
	1977 occupant	**$ 118.50**	**Usage charge**		
	Annual Rate Adjust		1st half billing	**Second billing**	
	undeveloped	$ 419.36	$ 161.10	$ 258.26	
	one bedroom	$ 537.86	$ 252.14	$ 285.72	
	two bedroom	$ 656.36	$ 297.67	$ 358.69	
	three bedroom	$ 774.86	$ 343.19	$ 431.67	
	four bedroom	$ 893.37	$ 388.72	$ 504.65	
	five bedroom	$ 1,011.87	$ 434.24	$ 577.63	
	six bedroom	$ 1,130.37	$ 479.76	$ 650.61	
	seven bedroom or larger	$ 1,248.88	$ 525.29	$ 723.59	

4. The Roads and Water Advisory Committee recommends the Appendix be adjusted as follows: The price for meters be adjusted to reflect actual cost and also reference the fact most installations will need a Kornerhorn to be Meters are $360/meter and the Kornerhorn is $279 each.

5. The Committee also recommends an addition to the Domestic Water Service Entrance Detail of the following two notes:

Note: 1) Plumbing system should be inspected by a licensed plumber to ensure safety and compliance with current codes. In particular, an expansion tank should be installed to prevent damage by pressure build-up from the hot water heater.
2) Electrical system should be inspected by a licensed electrician to ensure proper grounding.

6. Water Fund: 2022 Water Fees Invoiced 10/1/21 - 3/20/22 = $227,394
Expenses 1/1/22 - 3/20/22 = $70,936
Balance = $156,458

7. Staffing: The front desk is losing its part time employees and we are having trouble finding replacements. We expect we will have to go to full time employees with benefits.

8. Summary Annual meeting. Warrant articles 2-6 passed as presented by the Commission regarding requested appropriations. The articles on road deeds and the one appointing 7 to the Planning Board passed while the article failed on fee authority.

9. We would like to proceed with awarding the painting work on the towers to High Peaks Painting LLC at $16,650. This is below the budget number of $30,000. The work would be scheduled after the work installing the safety equipment, probably June.

10. Shall we proceed with Sanborn and Head regarding the environmental study at the Highway Yard? We had worked out contract language last fall. I am asking them if it has changed the price. It is budgeted.

11. We plan to put out for quote the two sets of mechanical room doors on the lower level, the exterior door to the family changing room and the door into the horseshoe pit, mid-level. We have them in the budget. Last summer only one bid on the sets of double doors. I heard recently of someone waiting 6 months for building company to receive a particular door.

12. Salt Shed. Only bid we could get last fall when we bid it out was $47,000. We have budgeted/carry over from 2020 $50,000. They have indicated their price is now $48,500, a small increase because of costs. They have indicated a completion date this August, which might not happen if we wait as to ordering. Shall we proceed with that local company or go out for bids again?

13. Resilient flooring for game room, installed came to $4,685. We are moving back some machines but waiting on other especially electronic games to be replaced/repaired first.

14. We have ordered two hot tubs at approximately $13,000 each, one for inside and one for outside. We will need to do concrete work outside for ADA. The other will have to be lifted by a crane to go through the windows on the second floor or all three doors on that level and their side lights will have to be removed.

15. MS 232 (report of appropriations) prepared and submitted

16. Truck order confirmed and in process. The District had started the ordering process last fall, following the experience of Campton and obtaining the same deal they found. The only place we could find a truck the size we wanted was from a dealer in Vermont. We ordered one, conditional upon the budget passing. We rechecked with several large NH vendors after the meeting and none we taking orders on that size truck. We expect delivery soon, taking it directly to the plow frame company for that work before bringing it to the District.

17. The Water Committee recommended a separate insulated storage building for the water meters. We are creating a headed space within an existing building at the DPW yard for the meters (locked room inside locked building).

March 3, 2022

Shawn Pelchat
Waterville Estates
24 Parker Rd
Campton, NH 03223

Shawn,

Enclosed is the revised quote for painting the ***Waterville Estates***.

Please note that due to the questionable availability and price of raw materials such as paint and material, we must do what we have never done before and add a stipulation for potential prices increases. This quoted price could increase as much as 5% overall by the time the work is performed. If that becomes a reality I will communicate that as far in advance as possible. I am working with my suppliers to order as much material as I can in advance so that we can lock these prices down and not have to deal with adjusting a price, but I wanted to make sure that you're aware of the potential problem.

I have also been told by my suppliers that we should expect some delays in getting material but we can head that off by ordering well in advance. In most cases I'm being told to order more than a month in advance. Therefore last minute changes such as add ons and color changes could prove to be difficult.

You can help this process and ensure your project gets completed in a timely manner by finalizing a contract as early as possible, pick your colors at that time and communicate that to us, and be sure to include everything you think you might want done in the initial contract.

As usual, High Peaks Painting, LLC has a busy schedule again this year so please follow up as early as you can. The schedule is based on a first come first serve basis then set according to customer needs and overall logistics.

Please let me know if you have any questions at all.

Thanks for your time and consideration of High Peaks Painting, LLC

Dan Garcia, President
High Peaks Painting, LLC

Waterville Estates, *New Hampshire*
Chairlift Painting Estimate *2022*

6848 Delta L.92 Dr. ***Escanaba, MI 49829*** ***www.highpeakspaint.com***

906-399-1819 ***highpeakspaint@hotmail.com***

Chairlift Priorities:

Double

(1) Drive Terminal
(1) Return Terminal
(10) Towers

Job Description

Towers:

- Mechanical hand prep with grinders and scrapers knocking down rust blisters and blemishes
- Spot prime areas that show rust and or bare metal
- Protect all galvanized steel and other items not intended to receive paint from over spray
- Spray one complete top coat

Terminals:

- Mechanical hand prep with grinders and scrapers knocking down rust blisters and blemishes
- Powerwash to remove dirt, grease, and other debris
- Mask all items not intended to receive paint
- Spot prime areas that show rust and or bare metal
- Protect all galvanized steel from over spray (if applicable)
- Spray one complete top coat

Paint Recommendations: *Sherwin Williams Industrial Marine Coatings*

Primer: Kem Bond Universal Primer
Paint: Industrial Urethane Alkyd Enamel

Total Job Cost **$16,650.00**

Estimate Start Date First come basis, with signed contract and deposit

Lodging ***Waterville Estates*** will provide a condo/lodging to High Peaks Painting, LLC for duration of job

Time Frame 5 to 7 days (Weather Pending)

6848 Delta L.92 Dr. *Escanaba, MI 49829* *www.highpeakspaint.com*

906-399-1819 *highpeakspaint@hotmail.com*

Payment

30% Deposit With Signed Contract
30% Upon Arrival
40% Final Payment on Completion

Note: Any contracts under $13,000 require a 50% deposit

Warranty

High Peaks Painting, LLC. does not provide any express or implied warranty or guarantee of any kind because preparation of previously coated surfaces frequently will not permit or require complete removal of all old coatings prior to repainting. It is always required that surfaces be CLEAN, DRY before repainting. Surface preparation that does not include total removal of all old coatings may compromise newly applied product.

Surface preparation guidelines and compatibility test procedures attempt to address subsurface failures, however, it is no guarantee there will not be a failure in time due to atmosphere, elevation, UV rays and the elements. Due to cost or other considerations of removing all paint from a surface, it is reasonable to expect some peeling due to the older underlying coating becoming brittle and losing its integrity. Furthermore, weather conditions can and will deteriorate the condition of the surface over time.

Please Read...

- High Peaks Painting, LLC is a fully insured company.
- Contracts with Deposits are based on a first come first serve basis.
- Acceptance of this estimate will follow with a formal contract
- High Peaks Painting may compete with any other reputable contractor's price
- High Peaks Painting, LLC does not overbook. If you sign a contract your work is guaranteed to be completed with quality, craftsmanship, care, and respect.
- We do book up fairly quickly so your quick response is not only appreciated but will ensure we're able to add you to this year's schedule.

High Peaks Painting, LLC

High Peaks Painting, LLC looks forward to working with you!

Date Presented 3/3/2022

6848 Delta L.92 Dr. *Escanaba, MI 49829* *www.highpeakspaint.com*

906-399-1819 *highpeakspaint@hotmail.com*

Outdoor Courts Committee Report

March 2022

The Outdoor Courts Committee (OCC) has been meeting monthly and has held two special work sessions with the racket court contractor, VT Recreational Surfacing and Fencing (VT Rec).

On January 31, Stan Bujalski submitted his Committee resignation. Stan was an integral part of the OCC from it's inception. His construction expertise was invaluable to our efforts. Fortunately, he has agreed to provide consulting input as we implement the project.

The first meeting with VT Rec provided insight into the project phases and timeline. The Committee requested to keep the existing courts usable for as long as possible in summer of 2022. The final finish is targeted for completion before July 4th.

Fall 2022	Site work - fence removal, tree removal & pruning, court surface reclamation, drainage repairs
	Construction - regrading, paving base layer, fence posts and net posts
	The asphalt must cure before final surfacing can be applied.
Spring 2022	Court Surfacing - finish coat, painting and striping (*incl. new basketball half-court*)
	Finish - fencing and landscaping, installation of equipment

VT Rec also provided options for improvements to the initial RFP. The options the Committee is in favor of, in priority order, are:

Court base upgrade ($17,600) - A stabilization mat and 6" of additional gravel should existing base be insufficient.

Pickleball courts divider fence ($2,391) - A four foot high fence between pickleball courts to keep balls in respective court.

Lower court drainage ($4997) - An in-ground drain at bottom of Community Center hill/lawn, in front of lower court battery.

The second meeting with VT Rec was a walk-around of both court batteries to review recommendations for tree clearing and drainage. Trees were tagged roughly 20' from the courts to indicate areas to be cleared, up to, but not including, the tagged tree. A site map was created to indicate location and distance of each tagged tree, lot line boundary pins and drainage channels.

The Committee will be presenting tree clearing recommendations to the WEVD Commissioners and to the WEA Board of Directors for community review. An abutter of the lower racket court is in opposition of tree clearing in practice.

A worksheet was created to itemize initial estimates, funding source amounts, project schedule of values, optional extras and over/under projections. The project has an estimated buffer of approximately 5% or $16,500. The project needs to maintain funds for fluctuations in asphalt pricing, as per RFP, which was estimated to be in the $2000-$10,0000 range. The Committee will present recommended optional extras to the WEVD Commissioners and the WEA Board of Directors for additional funding.

David Ketcham

Committee Chair

March 24, 2022

Committee Reports – April 6, 2022 Commissioner Meeting

Snowmaking Committee – Submitted by Mark O'Hara

The snowmaking committee has been in discussions with NH DES and Eversource. We have also conducted soundings on the upper pond to determine its volume and have located the stream feeding the pond. Once that information is complete, we will be submitting draft plans to NH DES for their review and determination of what (if any) permits will be required. Jaime has been speaking with Eversource, and are exploring electric options of bringing power via Parker Road if there are any cost savings opportunities.

CONSENT CALENDAR, 040622 WEVD Meeting, RE-APPOINTING PLANNING BOARD and ADVISORY COMMITTEE VOLUNTEERS

Committee/Board	Volunteer	Re-Appoint until 2nd regularly scheduled Commission Meeting following 2023 Annual Meeting
ADA Accessibility		
	Jackie Herlihy	X
	Trina Luczkow	X
Budget Advisory Committee		
	Mark Canfield	X
	Ned McElroy	X
	Rob Diefenbach	X
	Denise Bujalski	X
Outdoor Courts		
	Dave Ketcham	X
	Richard Mayo	X
	(David Rose appointed after 2022 ANNUAL MEETING, so no need to re-appoint)	
Planning Board		
	Ned McElroy	X
Records Committee		
	Terry Bennett	X
	Anthony Patti	X
	(By statute, the WEVD Treasurer (Rob Diefenbach) and Clerk (Ryan Timms) serve on this committee and do not need to be appointed)	
Snowmaking Advisory		
	Mark O'Hara	X
	Rick LeBlanc	
	Mike Hering	
	Chris Winkler	
	Jaime Oldmixon	
	Charles Goodhue	

	Scott van Raaltem	
Water & Roads		
	Jaime Oldmixon	X
	Terry Bennett	X
	Stan Bujalski	X
	John Herlihy	X

2022 WEVD COMMISSION MEETING SCHEDULE

Wednesday	January 12	6 p.m.
Wednesday	January 19	9 a.m.
Thursday	February 3	1 p.m.
Wednesday PUBLIC HEARING RE: WARRANT ARTICLES, BUDGET	February 16	9 a.m.
Wednesday	March 2	6 p.m.
Wednesday	March 16	9 a.m.
Saturday ANNUAL MEETING	March 19	9 a.m.
Saturday	March 26	9 a.m.
Monday	March 28	4 p.m.
Tuesday ANNUAL MEETING RESUMED	March 29	7 p.m.
Thursday	March 31	6 p.m.
Wednesday PUBLIC HEARING RE: WATER RATES, WATER ORDINANCE APPENDICES	April 6	6 p.m.
Wednesday	April 20	9 a.m.
Wednesday	May 4	6 p.m.
Wednesday	May 18	9 a.m.
Wednesday	June 1	6 p.m.
Wednesday	June 15	9 a.m.
Saturday	June 25	9 a.m.
Wednesday	July 6	6 p.m.
Wednesday	July 20	9 a.m.
Wednesday	August 3	6 p.m.
Wednesday	August 17	9 a.m.
Saturday	August 27	9 a.m.
Wednesday	September 7	6 p.m.
Wednesday	September 21	9 a.m.

Wednesday	October 5	6 p.m.
Wednesday	October 19	9 a.m.
Wednesday	November 2	6 p.m.
Wednesday	November 16	9 a.m.
Wednesday	December 7	6 p.m.
Wednesday	December 21	9 a.m.

For consideration at 04/06/22 Commission Meeting.

M. Patti

SANBORN HEAD
Building Trust. Engineering Success.

20 Foundry Street
Concord, NH 03301

Mr. Corey Smith
Waterville Estates Village District
562 Winterbrook Road
Campton, NH 03223

June 21, 2021
File No. 5001.00

Re: DPW Yard Assessment Proposed Work Scope
Campton, NH

Dear Mr. Smith:

Sanborn, Head & Associates, Inc. (Sanborn Head) is pleased to provide this Work Scope and Budget Proposal to the Waterville Estates Village District (WEVD) for consulting services related to the Department of Public Works (DPW) yard site (Site) located at 8 Snow Trail, Campton, NH. This proposal is being prepared in response to WEVD's request for assessment of potential environmental concerns at the Site based on information communicated to and observed by Sanborn Head during a Site visit on June 7, 2021. We understand these services are being requested in anticipation of future work by WEVD to address above-ground storage tanks (ASTs), storage and fueling of vehicles, and debris on Site. Sanborn Head has coordinated for Gove Environmental Services to provide a proposal to assess wetlands and address wetlands-related concerns, which will be provided under separate cover.

SUMMARY OF SITE CONDITIONS

The following section summarizes Sanborn Head's observations of existing Site conditions based on a Site visit on June 7, 2021 and information communicated to Sanborn Head by WEVD. The June 7, 2021 visit included observations at the Site (DPW Yard) as well as a stump/tree disposal area located on Liberty Lane. As discussed during the visit, based on our observations of the surface conditions at the tree disposal area and information regarding history of the disposal area and routine sampling results from nearby water supply wells communicated by WEVD, we believe there is no additional assessment required at the Liberty Lane disposal area location at this time. Therefore, this section focuses on the DPW Yard site.

As summarized on the attached Figure 1 – *Summary of Site Observations*, Sanborn Head observed five areas/conditions at the Site where we recommend WEVD consider additional assessment of the following environmental conditions. Attachment 1 - *Photo Log* includes photographs of each location for additional reference. A description of each area/condition includes the following:

- **1 – Diesel fuel AST with observed soil staining:** Apparent petroleum staining and odors resembling diesel fuel were observed on the ground in the vicinity of the double-walled AST storing diesel fuel. WEVD indicated that petroleum impacts occurred during vehicle refueling activities from a leak in the fuel line and that no leaks have been observed from the tank itself. The leak in the fuel line has since been repaired. WEVD

was not able to estimate the volume of fuel released but indicated that the observed leak was minor (e.g., drips from a connection in the fueling hose). Based on the observed area of staining and description of the source of the staining, it does not appear that the staining and reported leak from the fueling hose represents a reportable condition in accordance with Env Or 600.

- **2 – Heating oil AST with observed impacted soil:** Apparent petroleum staining was observed on the ground in the vicinity of the heating-oil AST behind the maintenance shed. WEVD indicated that the heating oil leak was first noticed in Spring 2021, and that the oil supply company assessed the volume of oil released and indicated the amount was less than the volume that would require mandatory reporting in accordance with Env Or 600. The area of petroleum impacts has been covered by a tarp since it was initially observed. The leak in the AST was identified as a result of a "pin-hole" in the base of the AST which has since been drained and taken out of service.

- **3 - Temporary vehicle storage area and miscellaneous surface debris:** an abandoned/defunct vehicle and miscellaneous surface debris was observed to the north of the equipment storage area within and in the vicinity of a wetland. No surface petroleum impacts were observed based on visual assessment.

- **4 – Surface debris and potential buried debris, including road sand storage and road salt mixing areas:** miscellaneous surface debris observed in the northern portion of the property generally consisted of municipal solid waste (MSW) and construction and demolition (C&D) materials, reworked road materials, and one inactive petroleum AST. Approximately 1 to 6-inches of fluid (likely water mixed with diesel fuel) was observed in the AST. Portions of this area also serve as a storage and mixing area for road sand and salt. Buried debris may be present related to historical activities and the observation of hummocky surface topography in vegetated areas.

- **5 – Apparent petroleum-stained soils (reported vehicle gear oil leak):** Staining was observed on the ground surface where a vehicle had been previously stored, and WEVD indicated the staining was related to a gear oil leak. The vehicle was not present at this location during the Site visit.

We believe that other site features we observed apart from those described herein (e.g. indoor spaces, surface debris in the wetland northeast of the site, disposed shingles/roofing materials) do not warrant additional environmental assessment activities at this time, so descriptions are not included herein. Based on information provided by WEVD and a review of the NHDES OneStop DataMapper[1], no active or inactive site or facility identification numbers have been assigned by New Hampshire Department of Environmental Services (NHDES).

PROPOSED SCOPE OF SERVICES

Our proposed scope of services was developed based on the above-described site observations and information provided by WEVD during the site visit. The tasks presented

[1] http://nhdesonestop.sr.unh.edu/html5viewer/; accessed on June 17, 2021.

below may be completed independently (e.g. Task 1 may be completed without completing Task 2).

Please note that depending upon the results of analytical sampling, some conditions may require mandatory reporting to NHDES and require follow-up long-term assessment and/or remediation activities that are not described or summarized herein. We would be happy to discuss these considerations with WEVD during a conference call.

- **1 - Diesel fuel AST with observed soil staining:** we propose to collect shallow soil samples from up to six (6) locations in the vicinity of the AST by hand (shovel and/or hand-auger). Samples will be collected from a depth of 0 to 0.5 feet, 1.5 to 2 feet and 3.5 to 4 feet below ground surface (bgs) if digging conditions allow. Samples will screened for the presence of volatile organic compounds (VOCs) in the field using a photo-ionization detector (PID). We propose to submit samples from each sample interval that indicate positive screening results (i.e., PID response greater than background, petroleum odor, etc.) for the presence of VOCs to Eastern Analytical, Inc. (EAI) of Concord, NH for analysis of total petroleum hydrocarbons (TPH) diesel-range organics (DRO) and gasoline-range organics (GRO) and volatile organic compounds (VOCs). Other samples will be submitted on hold and analyzed based on the results of the initial samples[2]. Results will be compared to NH Soil Remediation Standards (SRSs).

  If concentrations from the deeper soil sample intervals exceed SRSs and/or groundwater is observed in the above-described explorations, a contingency budget has been included for installation of up to four shallow monitoring wells/one day of drilling by geoprobe®/direct push drilling methods for assessment of potential petroleum impacts to groundwater. Following installation of the monitoring wells, the wells will be developed and samples will be collected and submitted to EAI for analysis of TPH and VOCs. This contingency scope item has been included for future planning considerations; we will not proceed with this contingency item unless authorized to do so by WEVD.

  Based on the results of the analytical sampling, we will provide recommendations regarding whether follow-up activities are warranted or reporting to NHDES is required.

- **2 – Heating oil AST with observed impacted soil:** we propose to collect shallow soil samples from up to two (2) locations in the vicinity of the AST by hand (shovel and/or hand-auger). Samples will be collected from a depth of 0 to 0.5 feet, 1.5 to 2 feet, and 3.5 to 4 feet bgs, screened for the presence of VOCs with a PID in the field. We propose to submit samples from each sample interval that indicate positive screening results (i.e., PID response greater than background, petroleum odor, etc.) for the presence of VOCs to EAI for analysis of TPH-DRO, TPH-GRO and VOCs. Other samples will be submitted on hold and analyzed based on the results of the initial samples[3]. Analytical results will be compared to SRSs. We do not anticipate installing groundwater monitoring wells as part

[2] For the purposes of the budget estimate, we have assumed that five samples would be analyzed out of the eighteen samples collected.

[3] For the purposes of the budget estimate, we have assumed that three samples would be analyzed out of the six samples collected.

of this task at this time. Based on the results of the analytical sampling, we will provide recommendations regarding whether follow-up activities are warranted or reporting to NHDES is required.

- **3 – Temporary vehicle storage area and miscellaneous surface debris:** we propose to collect shallow soil samples from depths of 0 to 0.5 ft bgs at up to four (4) locations. Samples will be submitted to EAI for analysis of TPH-DRO, TPH-GRO, VOCs, RCRA-8 Metals, and polycyclic aromatic hydrocarbons (PAHs). Analytical results will be compared to SRSs. Based on the results of analytical sampling, we will provide recommendations regarding any special handling and disposal considerations for debris in that area.

- **4 – Surface debris and potential buried debris, including road sand storage and road salt mixing areas:** Similar to the above item, we propose to collect shallow soil samples from depths of 0 to 0.5 ft bgs at up to six (6) locations. Samples will be submitted to EAI for analysis of TPH-DRO, TPH-GRO, VOCs, RCRA-8 Metals, and polycyclic aromatic hydrocarbons (PAHs). Analytical results will be compared to SRSs. Based on the results of analytical sampling, we will provide recommendations regarding any special handling and disposal considerations for soil that might be disturbed or removed during debris clean up in that area. Completion of this task 4 could be contingent upon the results of the previous task 3.

- **5 – Apparent petroleum-stained soils (reported vehicle gear oil leak):** we propose to collect shallow soil samples from up to two (2) locations in the vicinity of surface staining by hand (shovel and/or hand-auger). Samples will be collected from a depth of 0 to 0.5 feet and 1.5 to 2 feet bgs, screened for the presence of VOCs with a PID in the field. We propose to submit samples from each sample interval that indicate positive screening results (i.e., PID response greater than background, petroleum odor, etc.) for the presence of VOCs to EAI for analysis of TPH-DRO, VOCs, and PAHs. Other samples will be submitted on hold and analyzed based on the results of the initial samples[4]. Based on the results of the analytical sampling, we will provide recommendations regarding whether follow-up activities are warranted or reporting to NHDES is required.

Reporting

Following receipt of analytical data, we will prepare a brief synopsis of work completed and findings in a bulleted format. We will also plan to review the findings with WEVD during a conference call. The synopsis will include tables of soil and/or groundwater quality data, a figure showing exploration locations, and a groundwater contour plan showing the direction of groundwater flow (if monitoring wells are installed).

Project Management

In addition, to the above activities, we have also included a task for routine project management including conference calls with WEVD, routine communications with WEVD, subcontractors, and Gove, and project coordination. Prior to any field activities, a site-

[4] For the purposes of the budget estimate, we have assumed that two samples would be analyzed out of the four samples collected.

specific Health and Safety Plan (HASP) will be completed for Sanborn Head personnel as required by OSHA. Dig-Safe will be notified at least 72-hours prior to digging activities. These activities are covered in the project management task. We have assumed two conference calls for budgeting purposes.

BUDGET ESTIMATE

Our proposed budget estimate to complete the tasks as described above is summarized in Exhibit 1 below.

Exhibit 1 – Budget Estimate

Task/Area	Labor	Subcontractors	Expenses	Total
1 – Diesel fuel AST with observed soil staining	$2,600	$1,200	$200	$4,000
2 – Heating oil AST with observed impacted soil	$2,100	$700	$200	$3,000
3 – Temporary vehicle storage area and miscellaneous surface debris	$2,100	$1,900	$200	$4,200
4 – Surface debris and potential buried debris, including road sand storage and road salt mixing areas	$2,100	$2,900	$200	$5,200
5 – Apparent petroleum-stained soils (reported vehicle gear oil leak)	$2,100	$700	$200	$3,000
Reporting	$3,000	$0	$0	$3,000
Project Management	$1,500	$0	$0	$1,500
Contingency for Task/Area 1 - limited groundwater scope	$4,900	$4,700	$700	$10,300
Total				**$23,900**
Total with contingency for limited groundwater scope				**$34,200**

Notes:
1. Subcontractors include Eastern Analytical Inc. of Concord, NH for analytical laboratory and drilling services.
2. Subcontractor analytical laboratory costs assume that a subset of the collected samples from Tasks/Areas 1, 2, and 5 will be analyzed: costs presented above assume that five samples will be analyzed for Task/Area 1, three samples will be analyzed for Task/Area 2, and two samples will be analyzed for Task/Area 3. If results indicate that analysis of additional samples is recommended, laboratory costs are approximately $250 per sample for Areas 1 and 2, and $320 per sample for Area 5.
3. For budget planning purposes, we assume no utilities are located in the areas discussed herein and have not included costs for a private utility locate; if required, a private utility locate costs approximately $1,000 in subcontractor expenses.
4. Expenses include travel to the site from Sanborn Head's Concord NH office and field equipment.

For budgeting purposes, we have assumed that each task would be completed during separate site visits (one field day per task); however, tasks could be combined into one site visit to gain efficiency in labor, travel and equipment costs depending on WEVD's preferred schedule and scope. For example, if Tasks 1, 2, and 5 were selected and completed on the same field visit (one day), the total estimated budget to complete these three tasks would be reduced by $2,200. If Tasks 1 through 5 were selected and completed in the same field effort (two days), the total estimated budget to complete these five tasks would be reduced by $3,400.

SCHEDULE

Sanborn Head will initiate the work described herein upon approval of this Proposal by the WEVD. We anticipate the field work would be primarily completed in July through September 2021 at a time mutually agreed upon by WEVD and Sanborn Head. We will make efforts to accommodate the WEVD's anticipated schedule for other site activities to the extent possible.

TERMS OF ENGAGEMENT

The terms of engagement are described in the attached statement of Terms and Conditions.

ACCEPTANCE

Please signify your acceptance of this proposal by signing in the appropriate spaces below and returning a copy to Sanborn Head. This Contract for Services and the above-referenced Terms and Conditions shall constitute the entire agreement between Waterville Estates Village District and Sanborn Head. This executed Contract for Services must be received by Sanborn Head prior to our initiation of the work described above.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Should you have any questions, please do not hesitate to call us.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.

Lilly Corenthal, P.G.
Project Manager

Russell H. Abell, P.G.
Senior Vice President

LGC/RHA:lgc/rha

Encl.
Figure 1 – Summary of Site Observations
Attachment 1- Photograph log
Attachment 2 – Proposal dated May 6, 2021 (includes Fee Schedule and Terms and Conditions)

Copy: John Herlihy – WEVD Commissioner

This proposal for services and the attached Terms and Conditions are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he or she has full authority to act for, in the name, and on behalf of Waterville Estates Village District.

By: _____ Title: _____
for Waterville Estates Village District

_____ Date: _____
Typed/Printed Name

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FIGURE

FIGURE 1 - SUMMARY OF SITE OBSERVATIONS
Waterville Estates Village District Department of Public Works Yard, Campton, NH



Legend

Parcels
- Parcel Polygons
- Attributes for Additional Lines

Additional Lines

Regional 2006 1-foot RGB Image

Map Scale
1: 1,000

© NH DES, http://des.nh.gov

Map Generated: 6/17/2021

Notes:
1. Basemap, 2006 aerial imagery and parcel lines are from the NHDES Data Mapper (http://nhdesonestop.sr.unh.edu/html5viewer/), accessed on June 17, 2021.
2. Only site features for which follow-up activities are proposed are indicated herein. Refer to text for additional information.
3. Observations based on a site visit on June 7, 2021 and communications from WEVD.

ATTACHMENT 1

PHOTOGRAPH LOG

ATTACHMENT 1
PHOTOGRAPH LOG



Photo 1: Area 1 – Diesel-fuel AST with apparent soil petroleum staining on the ground to the north (left) of the AST.



Photo 2: Area 2 – Heating oil AST with apparent petroleum-impacted soils reported underneath tarp.



Photo 3: Area 3 - Temporary vehicle storage area with miscellaneous surface debris.



Photo 4: Area 3 - Temporary vehicle storage area with miscellaneous surface debris.



Photo 5: Area 4 – Surface debris in northern portion of the Site.



Photo 6: Area 4 – Surface debris, including road sand mixed with salt and reworked road material, various C&D/MSW materials, and an inactive AST formerly used for petroleum storage.



Photo 7: Apparent petroleum-stained soils (reported vehicle gear oil leak).

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ATTACHMENT 2

PROPOSAL DATED MAY 6, 2021
(INCLUDES FEE SCHEDULE AND TERMS AND CONDITIONS)

SANBORN HEAD

Building Trust. Engineering Success.

May 6, 2021

Corey Smith
Waterville Estates Village District
562 Winterbrook Road
Campton, NH 03223

Re: Proposal for Consulting Services
DPW Yard Assessment
Campton, NH

Dear Corey:

Sanborn, Head & Associates, Inc. (Sanborn Head) appreciates the opportunity to submit this proposal for consulting services related to the Waterville Estates Village District (WEVD) Department of Public Works (DPW) yard site located at 8 Snow Trail, Campton, NH. Sanborn Head has prepared this proposal in order to complete an initial assessment of the Site and prepare a workscope and budget if needed to address any potential environmental concerns at that Site.

Based on our May 4, 2021 discussion, we understand that WEVD is planning to address debris and related items currently located at the Site. We understand prior to starting this process WEVD is concerned about potentially complying with wetlands regulations and identifying any potential environmental concerns. As discussed, Sanborn Head has coordinated for Gove Environmental Services to provide a proposal to assess wetlands under separate cover. Sanborn Head's proposal covers an initial site visit and development of a workscope to assess potential environmental concerns at the Site. These will include concerns communicated to us including storage of vehicles, fueling of vehicles, and a diesel above-ground storage tank (AST) at the Site.

SCOPE OF SERVICES

The proposed scope of Sanborn Head's services includes the following tasks.

Initial Site Visit – Sanborn Head will participate in a Site visit to visually assess the property and interview knowledgeable person(s) with respect to the history of use at the Site. We will use the information collected and reviewed regarding the Site to then developed a workscope and budget for conducting a preliminary assessment, if information and observations warrant. The budget assumes that a Sanborn Head principal and project manager will attend the site visit for a duration of two hours on site.

Workscope Development -Following completion of the Site visit and if observed conditions and information warrants further assessment, Sanborn Head will design a workscope to complete the assessment. This might include determining appropriate locations for installation of monitoring wells, locations for collection of soil samples for analysis,

collection of groundwater and/or surface water samples for analysis, and development of the analyte list for suspected potential contaminants of concern at the Site. The workscope may also include review of publicly available information (e.g. site geology, nearby environmental conditions, historical maps and aerial imagery, etc.) and/or information provided to Sanborn Head by WEVD related to environmental conditions at the site. We will also prepare a budget estimate and schedule for completing the investigation. This budget also assumes that we will have a one-hour conference call to discuss the scope and may revise it accordingly based on our discussion.

BUDGET ESTIMATE AND BASIS OF BILLINGS

The budget estimate for the services described herein is approximately $2,000, which will be invoiced on a lump sum basis.

This estimate is based on our current understanding of the project requirements and our judgment as to the level of effort required to complete the scope of services described above. If additional effort not covered in the scope described is requested and authorized, effort for additional scope elements will be billed on a time and expenses basis in accordance with the attached Schedule of Fees. Sanborn Head will not invoice in excess of our budget estimate without obtaining prior authorization from WEVD.

SCHEDULE

Sanborn Head is prepared to initiate work on this project upon your authorization of this proposal. As discussed, we are prepared to complete the Site visit the week of May 10, 2021 and will provide the workscope and budget in draft form within one week of completion of the site visit.

TERMS OF ENGAGEMENT

The terms of engagement are described in the attached statement of Terms and Conditions. This Contract for Services and the above-referenced Terms and Conditions shall constitute the entire agreement between Waterville Estates Village District and Sanborn Head for this scope of services.

ACCEPTANCE

Please signify your acceptance of this proposal by signing in the appropriate spaces below and returning a copy to Sanborn Head. This Contract for Services and the above-referenced Terms and Conditions shall constitute the entire agreement between Waterville Estates Village District and Sanborn Head. This executed Contract for Services must be received by Sanborn Head prior to our initiation of the work described above.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Should you have any questions, please do not hesitate to call us.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.

Lilly Corenthal
Project Manager

Russell H. Abell, P.G.
Senior Vice President

LGC/RHA:lgc

Attachments Schedule of Fees
Terms and Conditions

This proposal for services and the attached Terms and Conditions are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he or she has full authority to act for, in the name, and on behalf of Waterville Estates Village District.

By: _____ Title: General Manager
for Waterville Estates Village District

Corey Smith _____ Date: 5/27/21
Typed/Printed Name

C:\Users\rabell\Documents\20210506 WEVD DPW Yard Pro.docx

SANBORN, HEAD & ASSOCIATES, INC.

TERMS AND CONDITIONS

1.0 AGREEMENT

The Agreement consists of the Proposal that is signed and dated by **Sanborn, Head & Associates, Inc.** acting through its officers and employees (Consultant) and **Waterville Estates Village District** (562 Winterbrook Road, Campton, New Hampshire) (Client) and these Terms and Conditions which are appended and incorporated by reference (Agreement). It is the mutual intention of the parties that, to the maximum extent permitted by applicable law, Consultant's services under this Agreement shall not subject any individual employee, officer, director or shareholder of the Consultant to any personal liability or exposure for matters arising under, or with respect to, this Agreement or the underlying project. Accordingly, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive recourse for all purposes of this Agreement shall be against the corporate entity, Sanborn, Head & Associates, Inc., and no claims, demands, suits or other actions of any kind or nature shall be asserted against any of Consultant's employees, officers, directors or shareholders individually. Services performed under this Agreement will be for Client's exclusive use. Consultant's services address current conditions; any delayed use of the results of the services will require updating the services to reflect current conditions. Neither party may assign this Agreement or any rights, claims, or liabilities arising out of this Agreement to any other person or entity without the express written consent of the other party. Any such impermissible assignment shall be void and of no effect.

2.0 PAYMENT

Client agrees to pay Consultant for services rendered in accordance with the payment terms provided in the Agreement. Invoices will be submitted at the completion of services or on a two-week or four-week basis, at the discretion of Consultant. Payment is due upon receipt of invoice. Amounts unpaid thirty (30) days after the due date shall bear interest at the lesser rate of eighteen percent (18%) per annum from the date of invoice or the maximum interest rate allowed by law. Client shall pay all expenses incurred by Consultant associated with placing a lien or otherwise incurred in collecting any delinquent amount, including, without limitation, attorney and filing fees. Client shall pay all costs of Consultant in enforcing its rights hereunder, including, without limitation, attorneys' and filing fees and expenses.

3.0 INSURANCE

Consultant agrees it will carry insurance which will cover claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees which are caused by the operations of Consultant, whether such operations be performed by Consultant itself, anyone directly or indirectly employed by it or an persons or company retained in any way to carry on all or portions of the operations, activities, or work required by or related to the Agreement. Consultant further agrees that the Client and its elected and appointed officials, officers and directors, agents, and employees shall be named as an additional insured in any and all such liability policies required by the Client, except where such additional insured status is commercially unavailable (e.g., professional liability and workers' compensation policies).

Prior to commencing work, Consultant shall demonstrate that it carries a general liability policy with limits of $1,000,000 per occurrence, $2,000,000 aggregate, as well as completed operations coverage, appliable to the work performed under the Agreement. The general liability policy must also contain contractual liability coverage applicable to the contractual liability indemnification obligation set forth below.

Consultant shall maintain and prior to commencing work, provide to the Client proof of business automobile insurances coverage of $1,000,000 combined single limit.

Consultant will furnish to the Client a Certificate of Insurance and an endorsement prior to executing the Agreement or commencing work demonstrating that the Client and its elected and appointed officials, officers and directors, agents, , and employees are named as an additional insured on a primary and non-contributory basis.

Consultant shall maintain, and prior to commencing work, provide to the Client proof of workers' compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage.

In addition to the general liability and business automobile liability coverages described above, Consultant shall carry professional liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate.

Consultant shall name the Client and its officials, agents, representatives, volunteers and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

The Client shall not be required to insure the Consultant, any subcontractor, or any professional services provider hired by Consultant.

4.0 LIMITATION OF LIABILITY

Client and Consultant agree to allocate certain risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and anyone claiming by, through, or under the Client, is limited to the greater of $500,000 or Consultant's fees actually paid with respect to this Agreement, for any and all of Client's injuries, damages, claims, losses, expenses, costs, or claim expenses (including reasonable attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of express or implied warranty, contractual or common law indemnification, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

5.0 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for any consequential damages arising out of or related to the services or this Agreement incurred by either due to the fault of the other, regardless of the nature of this fault; or whether it was committed by Client or Consultant, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use, loss of profit, and loss of anticipated revenue and income.

6.0 RIGHT OF ENTRY AND NORMAL DISTURBANCE

Client agrees to furnish Consultant with right of entry upon the site so that Consultant and Consultant's subcontractors can perform the services identified in the Agreement. If the site is not owned by Client, Client warrants that permission has been granted to make site reconnaissance, surveys, borings and other explorations pursuant to the scope of services in the Agreement.

Client acknowledges that equipment used in performing the services will, to some degree, affect, alter or damage the site surfaces, buildings, structures, vegetation, facilities and subsurface installations and accepts such risks. Consultant will take reasonable precautions to limit such damage, but has not included in the fee the cost for restoration of damage that may result from Consultant's operations, unless specifically stated in the Agreement.

7.0 UNDERGROUND STRUCTURES

Client shall identify for Consultant locations of buried utilities and other underground structures in the area of subsurface exploration. Consultant will take reasonable precautions to avoid damage to the buried utilities or other underground structures noted. If locations are not known or cannot be confirmed by Client, there will be some degree of risk to Client associated with conducting the exploration.

8.0 OWNERSHIP OF DOCUMENTS

All reports, design drawings, field data and notes, calculations, estimates and other documents prepared by Consultant are instruments of professional service and shall be and remain Consultant's property. Client agrees that Consultant's services are on behalf of and for the exclusive use of Client and that all reports or other documents furnished to Client or its agents shall be utilized solely for this Agreement. If Client seeks to reuse anything prepared by Consultant, or if others seek to use such documents, it will be at Client's, and such other user's, sole risk without liability to Consultant. Consultant will retain pertinent records relating to the services performed for a period of five (5) years following submission of our report or other documents.

9.0 CONSTRUCTION-OBSERVATION SERVICES

If construction-observation services are included as part of Consultant's scope of services in the Agreement, Consultant will provide personnel to observe the portions of the construction specified in the Agreement to ascertain

that the work is being performed, in general, in accordance with the plans and specifications. Client is responsible for requesting services, and notifying Consultant so Consultant can perform these services.

Consultant cannot provide its opinion about the suitability of any work performed unless measurements and observations of that part of the construction are made by Consultant's personnel. Consultant's services do not make Consultant a guarantor of the contractor's work, and the contractor will continue to be responsible for the accuracy and adequacy of all construction activities performed by the contractor. The contractor will remain solely and completely responsible for enforcement by it and its subcontractors for safety requirements for all site working conditions, and safety requirements, day and night, for both persons and property. These include all OSHA, NIOSH, USEPA and any other applicable regulations imposed by the government or by contract. Consultant's observation and monitoring services do not include review of the sufficiency of the contractor's health and safety measures at or near the site.

Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions or programs, in connection with the project, nor for any contractor's failure to construct the work in accordance with the applicable plans and specifications.

Should Consultant not be retained to provide construction-observation during the implementation of Consultant's plans, specifications, and confirmation-dependent recommendations, or should Client unduly restrict Consultant's assignment of observation personnel, Client shall, to the extent permitted by law, waive any claim against Consultant for injury or loss arising from field problems allegedly caused or aggravated by findings, conclusions, recommendations, plans, or specifications developed by Consultant.

10.0 UNANTICIPATED HAZARDOUS MATERIALS

A. Hazardous Materials are contaminants regulated by a public authority, typically because they are known or suspected to jeopardize human health and safety, through exposure of some kind, e.g., contact, inhalation, ingestion, absorption, or radiation. Such materials are listed in various federal, state, and local statutes and regulations.

B. If a Hazardous Material or condition is discovered by Consultant that had not been disclosed to Consultant prior to preparation of the Proposal, then, upon notification, Client and Consultant shall seek to determine an equitable adjustment (if any is possible) to be made to this Agreement. If the parties are unable to agree, this Agreement may be terminated with respect to the project in accordance with the termination provisions set forth herein.

C. In the event that Hazardous Materials at the project site are discovered to be nonconforming to conditions expressly contemplated in writing for the scope of the Consultant's services, the Proposal will be modified in a manner to be agreed upon by Consultant and the Client, or, if modification acceptable to Consultant is not executed by Client, Consultant shall not be obligated to perform the services set forth in the Proposal with respect to such nonconforming materials. Hazardous Materials shall be considered nonconforming for the purposes of this Agreement if one or combinations of the following situations occur:

   i. if the Hazardous Materials are not anticipated to exist at the site;
   ii. if the Hazardous Materials are present in quantities not disclosed in, or anticipated by Consultant from, available information;
   iii. if the Hazardous Materials have characteristics or properties not disclosed in, or anticipated by Consultant from, such information;
   iv. if such undisclosed or unanticipated constituents, characteristics, properties, or quantities increase the risk of hazard to human health or the environment involved in the performance of the services under this Agreement.

   The Client agrees to notify Consultant immediately if it becomes aware of any Hazardous Materials at the project site which are nonconforming.

D. The Client shall pay Consultant on a time and materials basis for its efforts to aid the Client dealing with nonconforming materials which are outside the scope of services set forth in the Proposal.

11.0 INDEMNIFICATION FOR HAZARDOUS MATERIALS

Client agrees that Consultant has not contributed to the presence of hazardous wastes, oils, asbestos or other Hazardous Materials that may exist or be discovered in the future at the site and that Consultant does not assume any liability for the known or unknown presence of such materials.

In acknowledgment of the imbalance between Consultant's and Client's relative benefits and risks in connection with the project and the services, Client shall to the fullest extent permitted by law defend, indemnify, and hold harmless Consultant, its subconsultants, subcontractors, agents, and employees from and against any and all claims, damages, losses and expenses, including court costs and attorney's fees that result from the presence, failure to detect or from the actual, alleged, or threatened release, discharge, dispersal or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste oils or other Hazardous Materials, including nonconforming Hazardous Materials. Client shall be liable for claims, damages, losses, and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by Consultant's sole negligence.

12.0 DISPOSAL OF SAMPLES AND HAZARDOUS MATERIALS

Soil, water, rock and/or other samples obtained from the project site are the property of Client. Consultant may, at its own discretion, discard the samples thirty (30) days after completion of its initial report. Should any samples be found to be contaminated by Hazardous Materials, it is Client's responsibility to arrange and pay for lawful disposal. If Client provides written instructions to retain such samples beyond the thirty (30) days, Consultant will arrange to store them. Client agrees to pay for storage and transport at Consultant's standard rate.

Consultant will not undertake any responsibility or liability for transport or disposal of hazardous or toxic substances either in samples obtained from the site, or in material generated during other site activities such as testing or remediation. Consultant will not, under any circumstances, sign manifests for such substances. Client agrees that Consultant is not a handler, generator, operator, treater, storer, transporter or disposer of toxic or hazardous substances found or identified at the site. Any manifests required for transport, treatment, storage and disposal of such substances will be signed by others in their own name.

13.0 STANDARD OF CARE

Consultant shall, in performing its services, exercise the same degree of skill and care ordinarily exercised under similar circumstances and conditions by practicing professionals undertaking similar services in the same locality at the same time. Subsequent standards will not be applied in judging Consultant's services. Client agrees that the services provided will be rendered without any warranty or guarantee, whether expressed or implied. Consultant will not be liable for the interpretation by others of data or information Consultant develops.

14.0 SUSPENSION OF WORK

Client may, at any time, by ten (10) days written notice, suspend further work by Consultant. Client shall remain fully liable for and shall promptly pay Consultant the full amount for services rendered to the effective date of suspension of services plus suspension charges. Suspension charges include the cost of putting documents and analyses in order, personnel and equipment rescheduling and assignment adjustments, and all other costs and charges directly attributable to suspension.

If payment of invoices by Client is not maintained on a thirty (30) day current basis, Consultant may, by providing a ten (10) day written notice to Client, suspend further work until payments are restored to a current basis. In the event that Consultant retains counsel to enforce overdue payments, the Client shall reimburse Consultant for all reasonable attorney's fees and court costs related to the enforcement of overdue payments. Client waives all claims against and shall indemnify and save Consultant harmless from any claim or liability resulting from suspension of the work due to non current payments.

15.0 DISPUTE RESOLUTION AND STATUTE OF LIMITATIONS

Client and Consultant shall endeavor to negotiate all claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement in good faith for a period of 30 days from the date of notice, prior to exercising their rights at law. If the parties fail to resolve the dispute within 30 days, all claims, disputes, and other matters will be submitted to non-binding mediation before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement

and that dispute requires litigation, then: **(a)** Client assents to personal jurisdiction in the State of New Hampshire; and **(b)** The claim will be brought and tried in judicial jurisdiction of the court of Merrimack County and Client waives the right to remove the action to any other county or judicial jurisdiction.

Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

16.0 PUBLIC RESPONSIBILITY

Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law, Consultant does not undertake to report to any federal, state, county, or local public agencies having jurisdiction over the subject matter any conditions existing at the site from time to time that may present a potential danger to public health, safety, and the environment. Client agrees to notify each appropriate federal, state, county, and local public agency, as they may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

Notwithstanding the provisions of the foregoing, Consultant will, to the best of its knowledge, information, and belief, comply with subpoenas, judicial orders or government directives, and federal, state, county, and local laws, regulations and ordinances, and applicable codes regarding the reporting to the appropriate agencies of the findings with respect to potential dangers to public health, safety and the environment. Consultant shall have no liability or responsibility to Client or to any other person or entity for reports or disclosures made in accordance with such statutory or other lawful requirements. Client shall defend, indemnify, and hold Consultant harmless from and against any and all claims, demands, liabilities, and expense, including reasonable attorney's fees incurred by Consultant and arising directly or indirectly out of Consultant's reporting of such information under a bona fide belief or upon advice of counsel that such reporting or disclosure is required by law, except to the extent of Consultant's sole negligence.

17.0 FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of government authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

18.0 SEVERABILITY AND SURVIVAL

Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

19.0 ASSIGNMENT

This Agreement, made up of Consultant's Proposal and these Terms and Conditions, cannot be modified orally, or by any course of conduct, and shall control over any inconsistent or contrary provisions in any proposal, contract form, purchase order or other document issued by Client. These Terms and Conditions shall survive the completion, or termination, of our services for this project. Consultant shall not delegate any duties, nor assign any rights or claims under this Agreement nor subcontract any part of the services authorized, without prior written consent of Client. Likewise, any assignment of Client's rights or claims under this Agreement requires Consultant's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

20.0 GOVERNING LAW

This Agreement is to be governed and enforced in accordance with the laws of the State of New Hampshire.

SANBORN, HEAD & ASSOCIATES, INC.
Schedule of Fees 2021

Senior Vice President/Principal	$227
Vice President/Senior Associate	$227
Project Director/Associate	$214
Senior Project Manager	$171
Project Manager	$142
Senior Engineer/Geologist	$125
Project Engineer/Geologist	$107
Engineer/Geologist	$ 90
Supervising Technician	$103
Senior Engineering Technician/Senior Drafter	$103
Engineering Technician/Drafter	$82
Support Staff	$85

Subcontractors and Outside Services	Cost plus 12%
Other Direct Expenses	Cost plus 10%

Hourly rates will be charged for time worked on the project and for the time required for travel between the office and the meeting or project site. Local travel will be at IRS allowed rates.

Overtime hours will be charged using the hourly rates listed above.

Expert witness testimony, including preparation time, and other special services such as corporate acquisition due diligence studies generally require a dedicated commitment of senior staff. Therefore, hourly billing rates for staff providing these dedicated services will be charged at a rate of 150% of the above schedule.

Sanborn, Head & Associates, Inc. reserves the right to revise this Schedule of Fees every 12 months from the date of this Agreement.

GENERAL MANAGER
Waterville Estates Village District

JOB SUMMARY

The Waterville Estates Village District General Manager (hereinafter General Manager) is responsible for carrying out the direction of the Waterville Estates Village District Commissioners (hereinafter Commissioners) to plan, direct, and coordinate the operations of Waterville Estates Village District (hereinafter WEVD). This position does not function as a manager as outlined in RSA 37, but as an administrator at the direction of the Commissioners. Duties and responsibilities include implementing policies and procedures and suggesting changes, managing daily operations, and planning the use of materials and staff, in accordance with all applicable local, state, and federal laws and Commission policies, and anticipating problems and recommending policies to deal with them. Under the direction of the Commissioners, manages the agreements with the Waterville Estates Association (hereinafter Association).

DUTIES AND ESSENTIAL JOB FUNCTIONS

- Implements general policies established by the Commissioners and directs their administration and execution.
- Plans, develops, and recommends specific operational policies, programs, procedures, and methods consistent with Commission-approved policies including the personnel policy and purchasing policy
- Coordinates the development of long-range plans including capital expenditures.
- Supervise all staff employed by WEVD including those doing work for the Association and those paid by the Revolving Recreation Fund.
- Coordinates development of operating and capital budgets, including construction, alterations, maintenance, materials, supplies, and equipment budgets.
- Regularly monitors financial statements and manages cash flow and establishes controls to safeguard funds, reviews income and costs relative to goals and, within policy guidelines, takes corrective action as necessary.
- Attends meetings of the Commission and, as requested, meetings of the planning board, advisory committees, and the Association Board of Directors.
- Serves as liaison between all management staff and the Commission, and, as directed by the Commission and in keeping with agreements between the Commissioners and Association, the revolving recreation staff and WEVD staff doing work for the Association.
- Prepares reports, such as but not limited to the regular report for every commission meeting of activities", and other support material for the Commission.
- Negotiates and recommends Commission approval for contracts.
- Maintains relations with police, fire, liquor control board, health department, and other governmental agencies.

- Handles emergencies such as fires, accidents, and breaches of security or house rules promptly and in person. Emphasizes prevention through training, inspection, and preventive enforcement.
- At the request of the Commissioners, ensures staff properly notice public meetings, arrange for location/supporting technology, and post/maintain minutes in compliance with RSA 91-A
- Gives direction to and works closely with vendors, outside contractors, firms, and individuals providing services to the District.
- Responsible for maintaining safe facilities and implementing effective risk management practices.
- Performs other duties as directed by the Commission in keeping with a managerial position.

KNOWLEDGE, SKILLS AND ABILITIES

The following is a representative list of desired skills and abilities, however the absence of some will not exclude a candidate from consideration. The Ideal Candidate will have these:

- Understanding of governmental accounting practices with emphasis on General Ledger, Accounts Payable, Budget preparation, audits, and Quickbooks or other financial software.
- Excellent written and oral communication
- Stays current with relevant trends and developments.
- Strong computer skills including expertise in Word, Excel, PowerPoint website management, and ability to implement good computer policy and procedures.
- Understanding of community water supply systems.
- Understanding road summer and winter maintenance including care and operation of highway equipment.
- Knowledge of the legal constraints/authorities of Village Districts
- Flexibility in responding courteously to needs of staff, board members, and owners;
- Ability to establish priorities and maintain productivity despite numerous interruptions
- Cultural sensitivity and ability to relate well and effectively in diverse workplace with a diverse client population
- Effective risk management skills, including safety consciousness for facilities and staff
- Experience managing recreation programs including pools, gym, and ski area.

QUALIFICATIONS -LICENSES

Minimum

- Degree in Business Management, Public Administration, Accounting
- Five years of managerial experience or equivalent
- Motor Vehicle Operator's license

Desired upon hire or ability to obtain after hire.

- Pool and water testing certification

Completion of NH Liquor Commission T.I.P.S. course

Documents to be Signed by WEVD Commissioners – April 6, 2022

Policies

- Volunteer Handbook
- RTK Procedure re: WEA Information
- Governing Body Policy for Facility Maintenance
- Acceptance & Expenditure of Unanticipated Revenues
- Procedures for Public Body Meeting Minutes re: Advisory Committees, Planning Board

Minutes

- August 16, 2021
- September 23, 2021
- January 12, 2022
- January 19, 2022
- February 3, 2022
- February 16, 2022
- March 2, 2022
- March 16, 2022

Maureen Patti motions for April 6, 2022, WEVD Commission Meeting and Public Hearing:

1. Amendments to draft minutes of March 19, 2022:
    a. Page 1, line 2 -- insert after 'Kinney' the following: at physical location, the Summit Lounge in Community Center, 562 Winterbrook Road, Campton, NH 03223.
    b. Page 1, line 5 – replace 'play' with "game"
    c. Page 1, line 9 – insert after 'grain' the following: ", color to be selected by WEVD Management,"
    d. Page 1, line 20 – Insert the following:

    "Non Public Session Minutes: After receiving the resumes of qualified applicants (who had been screened & assessed by the retained consultant, Municipal Resources Inc.), the Commissioners discussed scheduling an interview of one candidate. By roll call vote, the Commissioners approved the motion made by M. Patti and seconded by G. Panuczak to authorize the Interim General Manager to schedule an interview. By consensus, the Commission approved including the Assistant General Manager and the Interim General Manager to participate in the interview. (These minutes prepared by M. Patti)"

2. Amendments to draft minutes of March 26, 2022:
    i. Page 2, lines 39 – 44: delete as duplicative
    ii. Page 2, line 52 – insert after 'Mr. Herlihy' "a proposed" and delete 'the.'
    iii. Page 2, line 69 – correct typo – "resources" instead of 'recourses'
    iv. Page 2, line 79 – after 'Zoom and' insert "streaming on a"; after 'YouTube' insert "channel" and delete 'in'
    v. Page 2, lines 80, 81 – delete 'conjunction to livestream' and '(both live and past)' and 'the'
    vi. Page 3, line 88 – replace 'see' with "review"
    vii. Page 3, line 93 – delete 'in the hiring process' at end of sentence

viii. Page 3, line 101 – insert after ‘that the’ the word “budget” and insert “2022” before ‘Annual Meeting’
ix. Page 3, line 102 – replace ‘additional’ with “resumed Annual Meeting on 03/29/22”

3. Amendments to draft minutes of March 31, 2022:
    i. Page 1, insert after ‘Mr. Herlihy joined his colleagues via Zoom in the Non-Public session at around 6:50 p.m.’ the following: “Other persons present during non-public session were John Scruton and Judy Kinney.”

4. Motion to change the name of the Water Master Plan & Roads Committee:

I, Maureen Patti, move to change the name of the Water Master Plan & Roads (Advisory) Committee to WEVD Water and Roads Committee.

5. Proposed Procedure for Distribution of funds from the Friends of Campton Mountain account:

I, Maureen Patti, move to adopt the following procedure:

1. Upon a vote approving distribution(s) from the Friends of Campton Mountain account for projects on Campton Mountain by the Waterville Estates Association (WEA) Board of Directors,
2. The Waterville Estates Village District (WEVD) Commission will vote to a said acknowledge the WEA Board action and approve distribution(s) from the Friends of Campton Mountain account held in trust by the Trustees of the Town of Campton,
3. WEVD management will draft correspondence requesting the Trustees of the Town of Campton release the approved funds for use in projects on Campton Mountain which includes signatures of WEVD

Management, one WEVD Commissioner, and a WEA Board of Director,

4. If necessary, the WEVD Commission will conduct, in accordance with existing procedures, any necessary public hearing concerning the acceptance of any unanticipated funds.