

**Administrative Services Agreement
Waterville Estates Association and Waterville Estates Village District**

This Agreement is made this 30th day of December in the year of 2021 by and between Waterville Estates Village District, a municipal corporation, with a principal mailing address of 562 Winterbrook Road, Campton, NH 03223 (hereinafter the "District" or "WEVD"), and Waterville Estates Association, a New Hampshire corporation, with a principal mailing address of 562 Winterbrook Road Campton NH, 03223 (hereinafter the "Association" or "WEA").

AUTHORITY

This Agreement is entered into under the authority of RSA 31:3 and 52:8.

PURPOSE

The purpose of this agreement is to formalize the financial arrangements relative to the administrative services provided by the District and financing of those aforementioned items is consistent with the use of the Association funds.

DEFINITIONS

The meaning of the following words or phrases used in this document are as described below, unless the context indicates otherwise:

Administrative Services: The services done by WEVD staff on behalf of the WEA Board pursuant to this agreement and, as outlined below, including supplies, equipment costs, employee wages and benefits, postage, etc.

RECITALS

- A. The District has been formed pursuant to RSA Chapter 52 as a municipal corporation funded through the property taxes for the purpose of funding community services such as the supply of water for domestic purposes (RSA 52:1, I(d)), the maintenance of roads (RSA 52:1, I(m)), the impoundment of water (RSA 52:1, I(d)), the maintenance of facilities and activities for "recreational promotion" (RSA 52:1, I(h)), and the maintenance and care of parks and commons (RSA 52:1, I(g) and (h)).

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The District's roles and responsibilities pursuant to this Agreement include the following Administrative Services which are illustrative:

- 1) Reconciling WEA Bank Statements/Bookkeeping
- 2) Processing building applications (start to finish)
- 3) Entering WEA deposits daily
- 4) Bank drops for WEA
- 5) Initiation of new owners
- 6) Processing, handling member fees and dues, CIF
- 7) Applying and releasing liens
- 8) Working closely with BOD on minutes, committees
- 9) Collection procedures
- 10) Processing payroll weekly
- 11) Minutes of Board meetings
- 12) Preparation and administrative processes involved with BOD meetings and member annual meeting
- 13) Management and processing of all WEA member voting activities
- 14) Receipt, tracking, and processing of building permits
- 15) Tracking, billing, and enforcement of violations.
- 16) Other Administrative services historically provided to the Association

B. The Association was formed as the successor to Waterville Estates developer, Locke Waterville Corporation, and represents all owners of property in "Waterville Estates".

The Association's roles and responsibilities include the following:

- a. Communicate and provide information in a timely manner.

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In consideration of the mutual covenants stated within this document, the parties willingly enter into this Administrative Services Agreement concerning administrative support.

Duration and Termination

- a. This agreement supersedes all prior agreements regarding administrative support for WEA by WEVD employees including those contained in the prior Recreation Management Agreement.
- b. This Agreement shall be effective from January 2, 2022, to April 15, 2023. Thereafter the term of the agreement shall be April 15 and shall run to the ensuing April 14. Annual review of the agreement's terms and conditions will be conducted by representatives of the contracting parties prior to April 15 each year. Changes, if any, are to be in written form on the original agreement document or by addendum and to include the names and signatures of the approving representatives. Copies of the updated original agreement or addendum are to be provided to the WEVD and the WEA. In the event the parties recognize the Association needs a new or different administrative service to be provided by the District, both parties agree to confer and work cooperatively to make any needed changes to this Agreement.
- c. Non-Appropriations Clause: In the event no funds are appropriated for the provisions of this Agreement through the WEVD Annual Meeting process, this Agreement shall automatically end

1. Insurance

The Association agrees to maintain insurance as required in the Maintenance and Recreation Management Agreement.

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2. Servicing of Administrative Activities

- a. The District shall supply necessary qualified personnel and equipment in order to provide administrative services agreed upon by the parties on an annual basis, within the limits of the funds made available by the Association.
- b. On or before November 15 each year, WEA shall provide a request for any changes in the scope of services.
- c. On or before December 15 each year, WEVD shall provide a formal estimate of the costs for Administrative Services.
- d. On or before December 15 each year, WEVD and WEA will agree upon whether there will be a flat rate every month based off projected budget or an invoice based off actual costs for WEA Administrative Services.
- e. Supervision of the recreation program provided by the WEVD General Manager and WEVD Assistant General Manager is reimbursed separately from this Agreement through the recreational fees and charges within the Revolving Fund and pursuant to the Recreation Management Agreement
- f. Nothing contained herein shall prevent the WEA from making additional funds available to WEVD for additional Administrative Services mutually agreed upon. All unanticipated funds received by WEVD and not reflected in the Annual Meeting budget process are subject to all municipal laws regarding unanticipated funds, including but not limited to, RSA 31:95-b.

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3. Payments

- a. The District will invoice the Association monthly. The invoice will be based upon the format agreed upon before the year began and will be one of the following.
 - i. An agreed upon flat monthly fee based upon a projection of total cost, or
 - ii. An invoice based upon time and materials actually devoted to administrative services.
- b. All payments made with respect to Administrative Services shall be paid monthly within 2 weeks of receipt of the invoice.
- c. In the event WEA intends to hire a contract service or employee(s) to perform administrative services for the Association using WEA's taxpayer ID, the WEA Board must provide the District with a detailed proposal outlining which administrative duties are going to be assumed by the Association. Upon receipt of said proposal, the District will work diligently with WEA to determine which WEVD staffing changes will be necessary as well as the timing to implement said plan. Working cooperatively, the parties agree to amend or terminate this Agreement as needed to allow the WEA Board to employ contractor or personnel to directly perform administrative services to the Association.

4. Books and Records

WEVD shall oversee maintaining books, accounts, and records that reflect all expenditures incurred in connection with the provision of services by the WEVD. These books, accounts, and records shall be maintained at the WEVD's offices and shall be available for inspection by the

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Association during regular business hours. The WEVD will endeavor to provide WEA with end of quarter close financial data no more than 30 days beyond the quarter's close.

At all times, WEVD staff who are assisting WEA are performing their duties as municipal employees. Employees remain municipal employees while performing administrative services and any WEA administrative/bookkeeping functions. As municipal employees, all WEVD staff are subject to NH municipal law including the Right to Know law, Chapter 91-A.

5. Remedies

- a. If WEVD or WEA breaches any term of this Agreement, the other entity shall give written notice of the breach. If the entity fails to remedy the breach within 30 days of such notice, or if such breach shall have been of a nature that the same could not have been cured within 30 days, and if the entity shall not have, in good faith, commenced the curing or remedying of such breach, within such 30-day period, the other entity may, at its option, terminate this Agreement. Upon termination, both entities shall settle all outstanding accounts.
- b. Notwithstanding anything to the contrary contained herein, WEVD will not be obligated, by this Agreement, to perform services beyond those agreed upon to be funded by WEA.

6. Successors Assigns and Non-Assignability

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, however, this Agreement may not be assigned by either party without prior written consent.

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7. Validity

This Agreement is understood to comply fully with the laws of the State of New Hampshire relative to Village Districts, and, in particular, relative to the authority and duties of the commissioners, and therefore, to the extent any provision of this Agreement in any way may conflict with or breach such laws, such provision shall be null and void.

8. Term and Amendments

If either party wishes to amend or change this agreement, notice will be given to the other of such desire by November 1. If parties are unable to reach agreement upon the cost of services and scope of services for the upcoming year, this agreement will terminate April 15 of the next year. This agreement will be for one year and can be renewed upon vote of both the WEA Board and the WEVD Commissioners to do so.

9. Severability

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

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10. Notices

- a. Notice to the Association shall be in writing to the President of the WEA Board of Directors.
- b. Notice to WEVD shall be to the Commissioners of WEVD and the WEVD General Manager.

WHEREFORE, the parties have signed this eight (8) page Agreement on the date written.

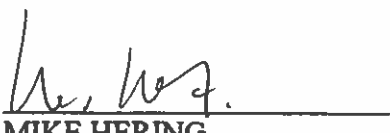
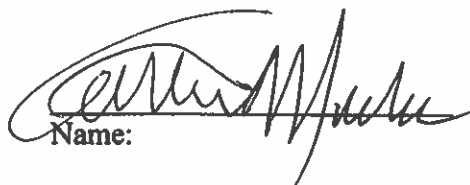
Waterville Estates Village District

By commissioners

 _____ MAUREEN PATTI	<u>12/27/2021</u> Date
 _____ JOHN HERLIHY	<u>12/27/2021</u> Date
 _____ GERRY PANUCZAK	<u>12/27/2021</u> Date

Waterville Estates Association

By the President of the Board of Directors and a second Board member

 _____ MIKE HERING	<u>12/30/21</u> Date
 Name: _____	<u>12/30/21</u> Date

ATTACHMENTS
ADMINISTRATIVE SERVICES AGREEMENT

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31

POWERS AND DUTIES OF TOWNS

Powers

Section 31:3

31:3 In General. – Towns may purchase and hold real and personal estate for the public uses of the inhabitants, and may sell and convey the same; may recognize unions of employees and make and enter into collective bargaining contracts with such unions; and may make any contracts which may be necessary and convenient for the transaction of the public business of the town.

Source. RS 31:3. CS 32:3. GS 34:3. GL 37:3. PS 40:3. PL 42:3. RL 51:3. RSA 31:3. 1955, 255:1, eff. July 14, 1955.

TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 52 VILLAGE DISTRICTS

Section 52:8

52:8 Duties. – The moderator, clerk, treasurer and commissioners shall severally qualify and possess the same powers and perform the same duties in respect to the district's meetings and business affairs that the moderator, clerk, treasurer and selectmen of towns respectively possess and perform in respect to like matters in towns.

Source. 1849, 852:5, 6. CS 116:5, 6. GS 97:3. GL 107:3. PS 53:7. 1905, 99:1. PL 57:8. RL 70:8.

TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 52 VILLAGE DISTRICTS

Section 52:1

52:1 Establishment. –

I. Upon the petition of 10 or more voters, persons domiciled in any village situated in one or more towns, the selectmen of the town or towns shall fix, by suitable boundaries, a district including such parts of the town or towns as may seem convenient, for any of the following purposes:

- (a) The extinguishment of fires;
- (b) The lighting or sprinkling of streets;
- (c) The planting and care for shade and ornamental trees;
- (d) The supply of water for domestic and fire purposes, which may include the protection of sources of supply;
- (e) The construction and maintenance of sidewalks and main drains or common sewers;
- (f) The construction, operation, and maintenance of sewage and waste treatment plants;
- (g) The construction, maintenance, and care of parks or commons;
- (h) The maintenance of activities for recreational promotion;
- (i) The construction or purchase and maintenance of a municipal lighting plant;
- (j) The control of pollen, insects, and pests;
- (k) The impoundment of water;
- (l) The appointing and employment of watchmen and police officers;
- (m) The layout, acceptance, construction, and maintenance of roads; and
- (n) The maintenance of ambulance services.

II. The voters who are domiciled in any village shall cause a record of the petition, pursuant to paragraph I, and their proceedings thereon to be recorded in the records of the towns in which the district is situate.

Source. 1849, 852:1. CS 116:1. GS 97:1. GL 107:1. 1889, 82:1. PS 53:1. 1909, 27:1. 1911, 5:1. PL 57:1. 1939, 108:1. RL 70:1. RSA 52:1. 1957, 179:1. 1961, 120:3. 1975, 13:1; 455:1. 1977, 154:1. 1981, 375:1. 2003, 289:14, eff. Sept. 1, 2003.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31

POWERS AND DUTIES OF TOWNS

Miscellaneous

Section 31:95-b

31:95-b Appropriation for Funds Made Available During Year. –

I. Notwithstanding any other provision of law, any town or village district at an annual meeting may adopt an article authorizing, indefinitely until specific rescission of such authority, the board of selectmen or board of commissioners to apply for, accept and expend, without further action by the town or village district meeting, unanticipated money from the state, federal or other governmental unit or a private source which becomes available during the fiscal year. The following shall apply:

(a) Such warrant article to be voted on shall read: "Shall the town (or village district) accept the provisions of RSA 31:95-b providing that any town (or village district) at an annual meeting may adopt an article authorizing indefinitely, until specific rescission of such authority, the selectmen (or commissioners) to apply for, accept and expend, without further action by the town (or village district) meeting, unanticipated money from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year?"

(b) If a majority of voters voting on the question vote in the affirmative, the proposed warrant article shall be in effect in accordance with the terms of the article until such time as the town or village district meeting votes to rescind its vote.

II. Such money shall be used only for legal purposes for which a town or village district may appropriate money.

III. (a) For unanticipated moneys in the amount of \$10,000 or more, the selectmen or board of commissioners shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held.

(b) The board of selectmen may establish the amount of unanticipated funds required for notice under this subparagraph, provided such amount is less than \$10,000. For unanticipated moneys in an amount less than such amount, the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed. The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting.

IV. Action to be taken under this section shall:

(a) Not require the expenditure of other town or village district funds except those funds lawfully appropriated for the same purpose; and

(b) Be exempt from all provisions of RSA 32 relative to limitation and expenditure of town or village district moneys.

Source. 1979, 42:1. 1991, 25:1. 1993, 176:3, eff. Aug. 8, 1993. 1997, 105:1, eff. Aug. 8, 1997. 2005, 188:2, eff. Aug. 29, 2005. 2014, 237:1, eff. Sept. 19, 2014.