

# Northwood, NH Board of Selectmen Agenda May 23<sup>rd</sup>, 2023

You may also watch the meeting live on the Town Website at this link:

<https://livestream.com/accounts/28706232/events/8784532/player?width=640&height=360&enableInfoAndActivity=true&defaultDrawer=&autoplay=true&mute=false>

**6:00pm Call to Order, Roll Call**

**Pledge of Allegiance**

**Citizen's Forum (15-minute limit, 3 minutes/speaker)**

**Chief Drolet and Corporal Stagg – Expenditure Request from PD Capital Reserve Fund**

**Chelesy Library Trustees – Review Building and Grounds Maintenance MOU**

**ONGOING BUSINESS**

- **Approve Minutes**  
May 9<sup>th</sup>, 2023

- **Consent Agenda**

**TA Report/Items for Board Action**

**OLD BUSINESS**

**Review for Action: Recreation Commission Requests**

**Review for Action: Volunteer Appointments/Reappointments to Boards and Committees**

**Review for Action: Special Election for State Representative Vacancy**

**NEW BUSINESS**

**Review for Action: New Hampshire the Beautiful Equipment Grant Acceptance**

**Board Task Manager**

**Board Committee Reports.**

**Citizen's Forum (15-minute limit, 3 minutes/speaker)**

**Nonpublic Session if needed RSA 91-A:311 () and ().**

**Adjournment**

**\*Any person requiring interpretive or other accommodation is asked to contact the Town Office at least 48 hours prior to the start of the meeting.**

SELECTMEN'S AGENDA REQUEST FORM

5-8-23

DATE OF REQUEST

5-23-23

REQUESTED AGENDA DATE

#1 AGENDA

Selectmen's Meetings are generally conducted on the 2nd and 4th Tuesday of each month unless otherwise posted, see website for more details. To be considered for inclusion, requests must be received by noon time on the Monday preceding the week of a meeting. Please provide a brief description of why you would like to be on the agenda. Give an explanation of what the reason is, the desired outcome of placing it on the Agenda, and any other pertinent information.

NOTE: Supporting documents are required for the agenda.

Questions regarding the agenda management can be directed to the Town Administrator via phone or email.

#2 NON-PUBLIC SESSION

Non-Public requires specific reason and must meet RSA 91-A:3 II (a) Dismissal, promotion or setting compensation for public employees or II (b) Consideration of hiring employees, or II (c) Matters which if discussed in public would likely affect adversely the reputation of any person unless such person requests an open meeting, or II (d) Consideration of the purchase, sale or lease of real or personal property which if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community, or II (e) Discussion of pending or threatened (in writing) litigation against the Town or Town Officials, Board members or employees, or II (f) Consideration of applications by the adult parole board under RSA 651-A, or II (g) Consideration of applications by the business finance authority under RSA 162-A:7-10 and 162-A:13, or II (i) Consideration of matters relating to the preparation for the carrying out of emergency functions, or II (j) Consideration of confidential, commercial, or financial information that is exempt from public disclosure.

If your request is for a Non-Public Session, please state the reason and RSA letter (a,b,c,d,e,f,g,h,i,j)

Put on the Agenda only: #1  OR Non-Public Session: #2 \_\_\_\_\_ RSA letter: \_\_\_\_\_

The Chesley Memorial Library Board of Trustees

would like to review the Buildings and Grounds Maintenance

Memo of Understanding with the Board of Selectmen.

The revised draft is attached.

Donna Bunker

PRINTNAME

8 Mountain Avenue

ADDRESS

603-942-5472

TEL. NUMBER

CELL PHONE

Northwood, NH 03261

TOWN, STATE, ZIP

SIGNATURE:

*Donna Bunker*

**CHESLEY MEMORIAL LIBRARY MEMO OF UNDERSTANDING**  
**BUILDINGS AND GROUNDS MAINTENANCE - DRAFT**

It is understood that the Chesley Memorial Library will be responsible for damages, maintenance, and/or repairs inside the building if less than \$500.00. The Town will be responsible for damages, maintenance, and/or repairs inside the building if \$500.00 or more. The Town will be responsible for all damages, maintenance, and/or repairs outside the building.

**LIBRARY**

Carpets/Floor Maintenance

Custodial Services

HVAC (if less than \$500)

Lift Inspection/Certification

Lighting (if less than \$500)

Panic Alarm/Security

Plumbing (if less than \$500)

Water System Annual Cleaning/Salt

Windows

**TOWN**

Building Exterior Maintenance/Repairs (painting, roof, gutters)

Fire Extinguishers

HVAC (if \$500 or more)

Grounds Maintenance/Repairs (lawn, mowing, invasive terrestrial species)

Lighting (if \$500 or more)

Parking Lot Maintenance/Repairs (plowing, resurfacing, sealing, striping)

Pest Control

Plumbing (if \$500 or more)

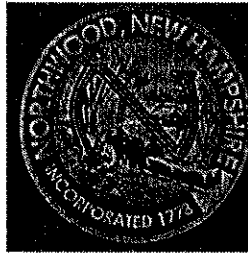
Septic Maintenance/Repairs

Sidewalk Maintenance/Repairs (snow removal, ice treatment)

Town/State Mandated Changes

Water System Maintenance/Repairs/Testing

Well Maintenance/Repairs



**TOWN OF NORTHWOOD  
BOARD OF SELECTMEN**

**Town of Northwood 818 First NH Turnpike Northwood, NH 03261  
(603) 942-5586**

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**Board of Selectmen Meeting Minutes  
May 9, 2023**

**ROLL CALL:** Chairman Hal Kreider, Vice-Chairman Tim Colby, Select Board Member Beth Boudreau, Select Board Member Jim Guzofski, and Select Board Member Pam Sanderson.

**STAFF PRESENT:** Town Administrator Walter Johnson.

**6:00 P.M. Chairman Kreider opened the Northwood Board of Selectmen meeting with a roll call and led the pledge of allegiance.**

**Citizen's Forum:**

Kate Bernier of 66 Green St said she has an issue with culverts. She said the PW Foreman Chris Brown put in a culvert that goes from Wade Saul's pond to across Green Street. She said the new culvert works well, but it does not take care of the groundwater that comes down her ditch. It flows across the road and freezes in cold weather. She is worried someone will get hurt. She had to install a new sump pump system and she never had this problem in the 50 years she has lived here. She asked if the Board could look at it as there is still standing water in the ditch. Chris Brown said he would clean out the ditch but cannot get to it for several weeks. She feels it should be taken care of sooner. She is also not sure if the culvert on Lynne Rogers property goes under their driveway runs down onto her property, but she thinks it does. That culvert is all filled in as well. H. Kreider thanked her for bringing this to the Board's attention. He would like to have Chris look at it. He added that if anyone talks to someone that works for the town and you are concerned about the way it was handled, you should call Walter directly. She gave her contact information to Walter.

Tom Chase of Catamount Road said he was pleased to see the topic of a special election for the state representative seat is on the agenda tonight. He wants to encourage the Board of Selectmen to send a letter to the Governor and Council asking them to hold a special election to fill the seat. He would hate to not have full representation in the House of Representatives.

**Lower Camp Road/Upper Camp Road Improvements Request – Kenneth & Georgianna Elsen**

P. Sanderson recused herself from this discussion due to her serving on the Zoning Board of Adjustment and asked if J. Guzofski should also recuse himself due to the family relationship with a ZBA member. J. Guzofski declined. P. Sanderson stepped away from the table. TA Johnson explained this is a request for a presentation regarding improvements to Lower Camp Road to enable a building permit to be granted.

43 The permit will likely be denied due to the private road issue and not meeting the ordinance of having  
44 frontage on a Class 5 road or better for a building permit. The Zoning Board has not acted on the special  
45 exception yet, so this meeting is a little unusual, but they are here to be proactive and see if there is a way  
46 to resolve things first before going back to the Zoning Board on any other issues that are outstanding.  
47 They have some ideas to present in terms of improvements to the road to satisfy the concerns of the  
48 Board related to the Zoning Board. Scott Frankiewicz of NH Land Consultants and Attorney Brett Allard  
49 spoke on behalf of the landowners about their property at the intersection of Lower Camp and Upper  
50 Camp Roads. They would like to rebuild the cabin in the same location and same house with an upgraded  
51 septic system and new well. This would be a seasonal home only. They have no intent of living there year-  
52 round as they reside in Wisconsin. They have applied to the Zoning Board for a variance for the road  
53 frontage type and lot size requirements. The lot size variance was approved. The road frontage type is  
54 pending. They are proposing to make the following improvements: #1 is removal of four large trees on  
55 Lower Camp Road that are dead or obstruct the travel way. This would all be at the landowner's expense.  
56 #2 is re-grading the culvert directly in front of the property and adding stone rip rap at the inlet and outlet  
57 of the existing culvert. #3 is improvements to the intersection of Upper Camp Road and Lower Camp Road  
58 consisting of re-grading and shaping of the existing gravel road and reshaping the edges/swales along the  
59 entire frontage of the road along their property. The lot was created in 1941 as part of the original  
60 subdivision. It consists of .34 acres and has 100 feet frontage on Lower Camp Road and 136 feet on Upper  
61 Camp Road. The lot is located 1,350 feet on Lower Camp Road from Lucas Pond Road. Lucas Pond Road  
62 to Upper Camp Road is 1,200 feet to the lot. The road width varies from 11 to 15 feet wide, constrained  
63 by trees, telephone poles, ledges, and slopes. They have a new septic system design that has been  
64 approved by DES. Scott asked the Board what would be required of road improvements in order to get a  
65 building permit approved. Upgrading the entire length of Upper Camp or Lower Camp from Lucas Pond  
66 Road to the site would be cost prohibitive. The town does not own the road or maintain the road but  
67 does own the land under the road and would need to grant permission for any of these improvements to  
68 be completed. If the Board of Selectmen does authorize them to make the proposed improvements, that  
69 would become conditions of the Zoning Board approval. H. Kreider stated that he is concerned because  
70 the Board are holding another project to the standards of a rural road as a settlement of their appeal to  
71 the Zoning Board and the housing board, based on number of potential lots and number of vehicles per  
72 day. He feels it would be hard to let someone else do less than we required one person to do. The Zoning  
73 Board would deny the variance for frontage with the road in its existing condition. That is why they are  
74 approaching the Board of Selectmen to see if they can be granted permission to complete the proposed  
75 improvements before they suggest them to the Zoning Board. It is not financially or physically possible to  
76 upgrade Upper Camp Road and Lower Camp Road all the way to the lot from Lucas Pond Road to Class 5  
77 standards, so they are proposing these improvements instead. They are asking if these proposed  
78 improvements are sufficient and enough to allow a building permit on one lot.

79 **Motion: "To give the authority to make the proposed improvements."**

80 **Motion: H. Kreider**

81 Discussion followed around specifics of the improvements proposed. H. Kreider asked if this would then  
82 become part of the road maintenance agreement for this property. Scott stated that there is a group of  
83 residents on these roads that perform the maintenance of the roads, but there is no formal, legal  
84 agreement. While discussing how road maintenance would be performed moving forward, TA Johnson  
85 reminded the Board that all they need to do is to allow these improvements to be made on town-owned  
86 land. The rest is under the purview of the Zoning Board.

87 **Second: T. Colby**

88 In response to questions from Attorney Allard about the procedure moving forward if the Zoning Board  
89 denies the variance. TA Johnson said typically when a building permit is denied like recently on Upper  
90 Camp Road they appealed the decision and decided to negotiate with the Board of Selectmen about some

91 compromise on improving the road to some standard. The Board of Selectmen decided what the standard  
92 was going to be and there was an agreement that settled the appeal. The other case talked about tonight  
93 was people that just wanted to upgrade their Class 6 road and they wanted to know what standards they  
94 would have to meet. The Board used the standard rural road standards. TA Johnson added that the  
95 minutes should reflect that the board is not endorsing these improvements as a fix for the zoning board,  
96 just permission to make the improvements if their application is approved.

97 **Motion carried by vote of 5/0.**

98

99 **Chief Drolet and Corporal Stagg – Expenditure Request from PD Capital Reserve Fund**

100 Chief Drolet was not able to attend.

101

102 **Approve Minutes:**

103 P. Sanderson wanted to amend lines 289 and 290 to say that Betsy came to the meeting when there was  
104 not going to be a quorum and, with accommodations, was able to make quorum and hold the meeting.  
105 There has not been any instance of the ZBA not being able to make a quorum in the last 2 years.

106 **Motion: “To approve the minutes of April 25, 2023 as amended.”**

107 **Motion: T. Colby**

108 **Second: B. Boudreau**

109 **Motion carried by vote of 5 to 0.**

110

111 **Consent Agenda:**

112 Payroll Manifest dated May 3, 2023, Batch #050323 for \$54,241.02

113 Accounts Payable Manifest dated 5-10-23, Batch #117 for \$776,033.57. Items of note include payments  
114 to Cross Country Appraisal for our monthly assessing services for \$4,500; Internal Revenue Service for  
115 employee taxes for \$12,803; Jenness Pond Shore Owner Association for \$4,500 for 2023 appropriations  
116 voted; Northwood Crank Pullers for \$5,000 for the 2023 appropriation; The Northwood SAU for \$700,000;  
117 Radford Messenger for \$4,100 for contracted work for road grading and gravel and sand; Tax Exempt  
118 Leasing for \$6,609.65 for a payment on the 2022 International dump truck lease.

119 Abatements: Approve or Deny per Assessor’s Recommendations:

120 Map 212, Lot 35 – Bates Lane - Bates

121 Map 212, Lot 36 – Bates Lane – Bates

122 Map 212, Lot 37 – 8 Bates Lane – Bates

123 Map 212, Lot 38 – 6 Bates Lane – Bates

124 Map 216, Lot 14 – Olde Canterbury Road – Fortin

125 Map 103, Lot 23 – Caldwell Lane – Barton/Wolfe

126 Map 116, Lot 53 – 57 Fiore Road – George

127 Map 111, Lot 18 – 145 Tasker Shore Dr – Alukonis

128 Map 222, Lot 61 – 8 Bow Lake Rd – Sullivan

129 Map 234, Lot 48 – 113 First NH Tpke – Sullivan

130 Others:

131 Yield Tax – 22-349-04-T – Map 235, Lot 3 – Jean Tatem

132 Yield Tax – 22-349-02-T – Map 219, Lot 23 – Tulio Pontacoloni

133 Intent to Excavate – 23-349-02-E – David Docko

134 Intent to Cut – 23-349-02-T – Scott Sweet

135 **Motion: “To approve the consent agenda as presented.”**

136 **Motion: T. Colby**

137 **Second: P. Sanderson**

138 **Motion carried by vote of 5/0.**

139  
140 **TA Report:**  
141 Staffing: There is one full-time police officer position still open. We believe we have a candidate for the  
142 SRO position. One full-time firefighter/EMT position is open. We are accepting applications for seasonal  
143 staff in DPW and Transfer Station and Recreation.

144 PW Facilities/Projects: The road bids were due today. We will be looking at those later tonight. The  
145 electrical conduit and wiring for the well at the rec fields will be complete this week. Taskers has been  
146 notified of the Board's decision to go with a different pump, and it will be installed soon. On the transfer  
147 station and septage lagoon inspection, DES has responded to our letter outlining the steps we have taken  
148 to meet their requirements. They have requested photos of the work performed so far. CMA Engineering  
149 is working on a response to a couple of the questions around the closing out of the landfill glass area at  
150 the transfer facility and also the overall landfill closure plan. Working with CMA to address the concerns  
151 at the septage lagoon system and to prepare for closing out that facility in accordance with DES  
152 requirements. We are willing to comply with DES requests within reason and budget. The next significant  
153 thing will be when the engineers work out what will be required for the closure piece, both septage  
154 lagoons and the old landfill. More information will be coming on that. The spring groundwater monitoring  
155 was completed today.

156 Adopt a Spot Program: This is a program that we hope will get people and businesses in town to beautify  
157 some spots in town. This is a joint effort with the Recreation Department and the administration and  
158 volunteers. We are looking for individuals, groups, or businesses to participate in during the spring,  
159 summer, and fall. TA Johnson asked for a Board of Selectmen representative to work with the volunteer  
160 groups. B. Boudreau said she would. They have a list of about 12 places around town and anyone  
161 interested in helping can contact Scott Blewitt, Recreation Director. The town hall staff has adopted the  
162 town hall grounds.

163 Road Damage/Flooding: Several roads received either minor or major damage during the recent heavy  
164 rains. Sections of Bow Street were badly damaged with some pavement being washed away. Cost  
165 estimates for repair are around 15,000 to 20,000. PW Foreman Brown and his crew have been working  
166 on the roads and are temporarily caught up. They will be looking at culverts, cleaning ditches, etc.

167 Event at Route 202 Substation: Both Northwood and Strafford Fire Departments were pumping water for  
168 several hours at the substation to prevent damage. TA Johnson met with DOT District Manager at the  
169 site. DOT brought a 5,000-gallons-a-minute pump to the site. The culvert that runs under Rt 202 was  
170 plugged again by beavers. It is a high priority with DOT to address the separation of the culvert under the  
171 shoulder of the road and prevent further beaver damage. We will cooperate with them by notifying  
172 landowners of their responsibilities. P. Sanderson asked if Eversource had any input on raising the height  
173 of the transformer. TA Johnson said he has had no news from them. He added we are working in  
174 conjunction with the state, but the landowners need to realize there is liability in any damage to the  
175 roadway caused by beaver dams on their property.

176 SRO Agreement: The agreement for the SRO with Coe Brown has been signed by CBNA and is waiting for  
177 the Board's approval. The agreement starts with the upcoming school year, starting on August 15 until  
178 June 15, or the end of the academic year. This agreement clarifies that this position is a full-time police  
179 officer for the Town of Northwood and is on contract with CBNA for a certain period. During non-school  
180 weeks, the officer will work for Northwood. The consensus of the Board is to approve the agreement and  
181 authorize H. Kreider to sign the agreement.

182 Road Improvement Agreements: Bonds for Old Canterbury Road for the senior housing project and School  
183 Street have been confirmed and received. The agreement tasks CMA to do the construction oversight.  
184 Funds have been received for the bond for the agreement on Upper Camp Road.

185 Budget Reports: Winter expenses for contract labor and sand and salt are overrun, but the rest of the  
186 budget is on track.

187 NH the Beautiful Grant: We were notified today that we are receiving a grant from NH The Beautiful  
188 towards the purchase of the new compactor. The grant is for \$4,500.

189 Tax Rate Comparison: A comparison of property tax bills from neighboring communities has been created.  
190 H. Kreider asked the board members to review it and the Board will discuss it at a later date. He stressed  
191 that you can't just compare the tax rate, but compare taxes on a \$150,000 house in Northwood versus a  
192 \$150,000 house in Nottingham, for example.

193  
194 At 6:59 the Board took a two-minute recess.

195  
196 **7:00 Recreation Commission Requests**

197 At the last Board meeting, Matt Frye and Recreation Director Scott Blewitt discussed the Recreation  
198 Commission. When the commission was formally voted in by the voters, there were no responsibilities  
199 defined and assigned. This means it falls back to the governing body. The Recreation Commission met and  
200 discussed what they want as responsibilities and duties. The Board can delegate them as they see fit.

201 Recreation Commission Chair Dave Ruth said the Commission met to discuss it, but he didn't have the  
202 minutes of the meeting with a complete list of requests. He asked what the Board expects of the  
203 commission. Dave feels the Commission should have some oversight over the budget and the revolving  
204 fund. He would like the Commission to be given financial reports on a regular basis and be notified of  
205 expenses over \$5,000 from the revolving fund. H. Kreider said he would like to see the full list of what the  
206 Commission is requesting before decisions are made. He feels the Recreation Commission should take a  
207 broad view of the policies and oversight of the department, much in the same way the Police Commission  
208 does with the Police Department. They should have an overall plan for the upper ballfields, what the  
209 annual budget should be, and plan capital expenditures. B. Boudreau stated the Commission looked at  
210 the plans for the fields, but it needs some more tweaking at the next Recreation Commission meeting.

211 She added that the Commission should have more input into the CIP plan for recreation. Commission  
212 members asked if they should propose ideas for policies and procedures and then bring them to the Board  
213 for adoption. P. Sanderson advocated for the Recreation Commission to have major oversight for policies  
214 and the budget. She would like to wait for the full minutes of their meeting. T. Colby feels they should  
215 have input on the plan for the fields and the CIP, but not the spending of funds because they are not  
216 elected officials. B. Boudreau stated that when the Recreation Director spends money out of the  
217 operating budget, TA Johnson oversees it. She said no one is overseeing expenses out of the revolving  
218 fund. TA Johnson said that he oversees all expenditures, no matter the source of the funds, and monitors  
219 the balance of the fund. Dave said he feels the funds are being used incorrectly. There was \$2,000 in the  
220 budget for events such as the fishing derby, easter egg hunts, Halloween, etc and those expenses are  
221 coming out of the revolving fund instead. H. Kreider said there is a purchasing policy in place and every  
222 department head has a \$500 limit. Over that the TA has authority up to \$5,000. Over that it comes to the  
223 Board of Selectmen. Dave said the Recreation Commission would like an accounting of the funds. H.

224 Kreider said if there is a long-range plan for activities, we can specify where the expenses would come  
225 from, either the operating budget or the revolving fund. J. Guzofski was at the commission meeting. His  
226 impression is that the commission wanted some input and say over the budgeting process and work  
227 together. They also brought up the process of appointing volunteers to the commission. Diversity is  
228 needed on the commission. The process of volunteering has changed. There is a standard application  
229 process for any volunteer position. B. Boudreau stated to qualify for certain grants, we must have a  
230 diverse committee. Dave Ruth wants to not make it so hard to participate as a volunteer. B. Boudreau  
231 clarified that by "diverse committee" she meant that recreation should cover infants to the elderly and  
232 the commission should reflect all those interests, not just soccer or baseball for kids. H. Kreider said the  
233 commission should make recommendations to the Board on appointing new members. P. Sanderson feels  
234 that should be the process for any appointed boards. H. Kreider said the process of volunteers is that



235 applications will come to TA Johnson, he will forward them to the Recreation Commission, who will take  
236 the first step by recommending appointees to the Board of Selectmen. Dave Ruth wants to have input  
237 with Scott on the budget creation. Volunteer applications are on the town website. J. Guzofski said  
238 Recreation Director Blewitt is on board with the Commission being involved in the budget process. The  
239 Board will wait for the list of recommendations and minutes from the Commission. In two weeks, Dave  
240 Ruth will come back and go over them in detail. There is not a finalized plan for the recreation fields yet.  
241 Dave said they will keep working on it. B. Boudreau said that John Newman is working on the field plans.  
242 H. Kreider said the master plan chapters involving recreation are being worked on and can benefit the  
243 recreation planning. Dave said the Recreation Director is working on skimming dirt off the ball field so it  
244 will look like a little league diamond. T. Colby asked if that was approved by the Board, since it is town-  
245 owned property. Dave asked if the Selectmen' representative to the commission is a voting member or  
246 not. TA Johnson will get that answer.

247

248 **Road Reconstruction and Paving Bids:**

249 TA Johnson said an RFP for the list of road improvements for this year was issued. The bids closed on  
250 Monday. We received three bids from R & D Paving, GMI Paving, and Pike Industries. The apparent low  
251 bidder is R & D Paving for \$318,246.05. The second low bid was GMI Paving for \$335,227.50. Pike came  
252 in at \$456,860. We have used R & D Paving in the past. PW Foreman Chris Brown called into the meeting  
253 by phone. He stated he has no recommendation between GMI and R & D. GMI did a fantastic job last  
254 year. In the past R & D did a good job too. We had one issue with their job, but they are addressing it. He  
255 is happy with either one.

256 **Motion: "To hire R & D Paving for \$318,246.05 to do our road projects this year."**

257 **Motion: T. Colby**

258 **Second: P. Sanderson**

259 **Motion carried by vote of 5/0.**

260

261 **Special Election for State Representative Vacancy:**

262 P. Sanderson said the representative covering Northwood and Nottingham (Ben Bartlett) has resigned  
263 from the NH State Legislature. She wants to request the town of Northwood send a letter to the Governor  
264 and Executive Council to hold a special election to fill that seat. The seat will remain vacant until the next  
265 election occurs. TA Johnson said he would have to determine the costs to the town – probably a few  
266 thousand dollars for ballot printing and counting machine programming. According to RSA 655-81, if  
267 either town were to request a special election, then both towns would have to hold one. Northwood is  
268 still being represented by Mr. Tudor.

269 **Motion: "To request from the Governor and Executive Council to hold a special election to fill the vacant  
270 legislative seat covering Northwood and Nottingham towns, and authorize H. Kreider to sign the  
271 request."**

272 **Motion: P. Sanderson**

273 **Second: T. Colby**

274 There was discussion around the process and if Nottingham is interested in a special election. T. Colby  
275 moved the question.

276 **Motion carried by vote of 4 to 1, with J. Guzofski against.**

277

278 **Board Task Manager:**

279 B. Boudreau asked TA Johnson to make sure anything the new TA will need to work on.

280 P. Sanderson asked about the beaver issue on Rt 202 was added to the list. TA said no, but it should be  
281 resolved before he leaves anyway. H. Kreider wanted this to be a priority item.

282 TA Johnson said we are working on an option for the glass dumpster. Right now, glass is trash.

283 The Northwood Meadows dam should be added to the task manager.  
284

285 **Board Committee Reports:**

286 Zoning Board - P. Sanderson reiterated that Board members should look at the actual properties that are  
287 coming before the boards before they vote. H. Kreider noted that the Planning Board is now looking at  
288 every site. She also gave a shout out to Will Dinsmore and Linda Smith and the Conservation Commission  
289 for quickly acting on the damage to the Schlap meadow wetland.

290 Safety Facilities – H. Kreider said the committee met to discuss the survey and voted to extend the period  
291 for responses. A listening session is tentatively planned for Sat, June 10.

292 T. Colby gave Chief Tetreault kudos for his quick action while on vacation. He was on his way to see his  
293 son graduate from the Space Force in Texas and while on the train there was a medical event that occurred  
294 in which Chief Tetreault performed life saving actions until the train could get to the next stop and be met  
295 by an ambulance.

296 Budget Committee – P. Sanderson said the committee will be meeting tomorrow night.

297 Recreation – B. Boudreau said thanks to everyone that helped with the food truck festival. Thanks to Scott  
298 Blewitt and the DPW department. T. Colby said there was confusion at the festival at first because soccer  
299 was still going on. He added that the trench needs to be filled in before the next big event and the trash  
300 issue needs to be corrected. TA Johnson said it has already been addressed. B. Boudreau asked if sports  
301 could be postponed if a big event is planned.  
302

303 **Citizen’s Forum:**

304 Ginger Dole – Rochester Road – wants to give additional backup information regarding the flooding on  
305 Route 202. She is happy to hear something is being done. She reported there are at least two beaver  
306 dams there. She can watch them taking down trees from her property. When the road was closed, Bruce  
307 Hodgkin was there at 2:00 a.m. Ginger called the police and was told that DOT was there putting up  
308 barricades and the road was closed for almost 3 hours. That is the main roadway from Dover and  
309 Barrington areas to Concord or the Seacoast. It is heavily travelled. If the transformers flood, it would be  
310 a minimum of a month before electricity is restored for Northwood and surrounding towns. A permanent  
311 barricade being built would only flood other properties. She wants to know that the process will continue  
312 to prevention and hopes the affected landowners will cooperate and address the beaver dams, or it will  
313 continue.  
314

315 Tom Chase - Catamount Road wanted to thank the four board members for pushing for democracy in our  
316 town. We still have two other representatives, but one is a “Free Stater”, and he is not happy with him.  
317 He realizes it will take time for the council to name an election date, but we will not have representation  
318 for a while. He didn’t hear a substantive reason why J. Guzofski voted against, and he is disappointed.  
319

320 At 8:17, the Board voted to go into non-public session under RSA 91A: 3 (a) “personnel” and (c)  
321 “reputation”.

322 **Motion: “To go into non-public session under RSA 91A:3 (a), personnel, and (c) reputation.”**

323 **Motion: T. Colby**

324 **Second: P. Sanderson**

325 **Motion carried by roll call vote 5/0.**  
326

327 **Public Session Resumed at 8:35pm**  
328

DRAFT

329 **Motion “to seal the minutes as to divulge some of the information would potentially damage the**  
330 **reputation of individuals other than members of the Board and potentially damage future decisions of**  
331 **the Board on the matters discussed.**

332 **Motion: T. Colby**

333 **Second: J. Guzofski**

334 **Motion carried by roll call vote of 5/0.**

335

336 **Motion to Adjourn at 8: 37pm**

337 **Motion: T. Colby**

338 **Second: P. Sanderson**

339 **Motion carried by roll call vote of 5/0.**

340

341

342 **Minutes respectfully submitted by**

343 **Cheryl Eastman**

344

**Northwood NH Consent Agenda for May 23, 2023**

**Payroll Manifest dated May 17, 2023**

Batch #051723 for \$54,291.04

**Others:**

Junk Dealer’s License – Harding Metals

Approved by a vote of \_\_\_\_ **Yes**, \_\_\_\_ **No** on May 23, 2023

\_\_\_\_\_ Hal Kreider

\_\_\_\_\_ Tim Colby

\_\_\_\_\_ Beth Boudreau

\_\_\_\_\_ James Guzofski

\_\_\_\_\_ Pamela Sanderson

**JUNK DEALER'S LICENSE**

**TOWN OF NORTHWOOD, NEW HAMPSHIRE**

**LICENSE # HM2023**

The Selectmen have considered the said application of **HARDING METALS, INC.** and his agreements to live up to the terms of Chapter 322 of the Revised Laws of New Hampshire 1955 and such laws and ordinances as have been and may from time to time be established by the Selectmen, and he is hereby licensed to buy, sell, barter or store junk (as defined in Section 1 of said Chapter 322, Revised Laws of New Hampshire 1955) on and at the premises, know as **PRICE FIELD and** approximately **10 (TEN) ACRES** sq. ft./acres of land. This license shall expire **June 30, 2024**, unless revoked previous to said date.

Said license is issued after acceptance (1) as true representations and (2) as binding agreements, date set forth in the application for this license. The following regulations and conditions shall apply:

1. The licensee shall maintain **WOODEN FENCE OF SUFFICIENT HEIGHT (as built)** to conceal from view the area upon which junk is to be stored.
2. The licensee shall not purchase from, nor barter with, any person under the age of sixteen (16), unless the parents or guardian of said person shall have previously consented in writing.
3. The licensee shall not conduct a junk business nor store junk on any premises within the Town of Northwood, N.H. other than the premises described in this license.
4. The licensee represents that the statements contained in the application for this license are true. Upon proof that any of said statements are false, this license may be revoked.

This license may be revoked for the violation of the State Law, Zoning Laws or of any of the agreements and Conditions in said application or because of false representations in said application. Provided, however, no license shall be revoked without charges being preferred and only after a hearing, at which the licensee shall have an opportunity to be heard.

**Dated May 23, 2023**

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Northwood Board of Selectmen

Town of Northwood  
Town Administrator's Report  
May 23, 2023

**Staffing Update:** PD one FT patrolman positions in the police, 1 as a school resource officer are still open and one full time firefighter/EMT position is open. Still accepting applications for seasonal staff positions in the Rec Department and for a Town Administrator.

**2023 Public Works and Facility Projects:** Tasker Well has installed the well pump and is functional. Ditch work is underway in anticipation of the reconstruction and paving projects this late summer and fall. New guardrails were installed on bridges on Kelsea Mill and Old Turnpike roads. At this time all of the guardrail work needed town wide has been completed. The painting of the exterior of the town hall is completed. We are working with Steve Robert from the elementary school on options to improve the AV equipment in the town hall. After some issues with the new recycling compactor at the transfer station due to a faulty sensor, the issue has been resolved. We are looking at alternative recycling options for clean glass.

**Transfer Station and Septage Lagoon Inspection:** We continue to work with CMA Engineering on responses to a couple of questions regarding closing out the landfilled glass and the overall landfill closure plan. Work also continues with complying with their requests concerning the septage lagoon system with CMA. The dam bureau has sent us a letter of request for action regarding the lagoons and a copy is in your packet for your information. We will advise them of our intention to close the facility permanently and continue working with NHDES on a closure plan and design with CMA Engineers.

**Adopt a Spot Program:** Efforts continue to create an adopt a spot program to enhance several Town owned and private properties. The program is open to individuals, groups and companies to participate and all will be recognized in the fall and in the town report. Please contact Rec Director Scott Blewett for more info.

**First Issue Tax Warrant:** The 2023 first issue property tax warrant is in the sign file for your signatures. The warrant instructs the tax collector to collect \$5,985,645.00. bills should be mailed the last week of May and due on or about July 1<sup>st</sup>. **Action Required.** To authorize the collection of property taxes in the stated amount.

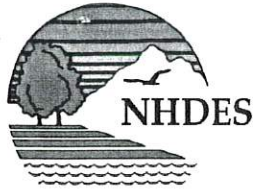
**Northwood Elementary School Shelter Generator Grant:** We have received notice from the Department of Safety Division of Homeland Security and Emergency Management that the grant application prepared by EMD Bob Young for the school generator appears to meet the guidelines of the grant program. The next step is to accept the terms of the grant agreement by a vote of the majority of the Board, acknowledge the town is responsible for 50% of the cost, which is approximately \$60,000, and sign it. A copy of the grant agreement is included in your packet along with the specific language required for the vote of approval. This is not final approval of the grant award. The next step is the application goes before the Governor and Executive Council for final approval. **Action Required**

**Memorial Day Holiday.** All non-emergency departments including the transfer station will be closed on Monday, May 29 in observance of Memorial Day. The annual Memorial Day Parade will be held on Monday the 29<sup>th</sup> along Rt.4 beginning at 10:00am.

**250<sup>th</sup> Celebration:** A calendar of events for the remainder of the year is being prepared and should be available soon.

**Upcoming Meetings Schedule:** Board Meeting Schedule: regular meetings: regular meetings on, 5/23, 6/13 and 6/27.

JA Report



The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

Walter Johnson  
Town Administrator  
Town of Northwood  
818 First NH Turnpike  
Northwood, NH 03261-3342

May 10, 2023

**RE: Request for Action: Septage Lagoon Facility SEF-04-001, Northwood**

Dear Mr. Johnson:

The New Hampshire Department of Environmental Services (NHDES) Dam Bureau is responsible for ensuring the safety of dams in New Hampshire through its dam safety program. In accordance with RSA 482:12 and Env-Wr 302.02, an inspection of the subject dam was completed on February 27, 2023. Snow cover limited observations.

The septage facility is located at the Town of Northwood (Town) transfer station and consists of one settling pond with a riprap lined trench for receiving septage discharged from transfer trucks (Pond 1) and one polishing pond (Pond 2) separated by a divider berm. Pond 1 is east of and slightly uphill of Pond 2 (see IMG\_6857 with Pond 1 on the left). The septage lagoons are connected by a pipe and shutoff valve. This dam is currently unregistered and non-permitted with the NHDES Dam Bureau. NHDES understands that the facility is no longer operated and the Town is evaluating options for permanent closure.

Jurisdictional dam embankments at the facility include all artificial barriers which impound septage. The north side and northeast corner of Pond 1 appears to be excavated out of natural ground, not built up and is therefore non-jurisdictional (see IMG\_6858 looking north over Pond 1). However, for practical purposes, all embankments at the facility should be managed as jurisdictional. The divider berm has a crest elevation higher than the Pond 2 perimeter embankments and is considered jurisdictional. Release of contents from Pond 1 due to failure of the divider berm could overtop and/or damage the Pond 2 embankments. The embankments impound septage and have a total storage capacity less than 2 acre-feet; therefore, the dam is considered a "low hazard structure" in accordance with Env-Wr 101.25. See RSA 482:2II for the definition of a jurisdictional dam.

NHDES is issuing this Request for Action to the Town to advise you of recommended maintenance that should occur until such time as closure occurs. The dates suggested to complete the recommendations are provided as guidance. The Town should schedule activities as resources allow and should commit to regular maintenance and monitoring of the dam.

**Suggested completion date: July 1, 2023**

1. Submit a written Operation, Maintenance and Response plan (OMR) for approval by NHDES Dam Bureau. The OMR should include all pertinent dam and contact information, as well as describe the type and frequency of the maintenance and monitoring items that routinely occur at the dam. The OMR should be a standalone document with no references to other documents and include a site plan showing relevant features and items to monitor. A blank form may be found at: <https://www.des.nh.gov/water/dam-maintenance-and-management>. Scroll down and select the Dam Permitting and Forms tab and then the Find Permit Applications box.
2. Remove trees, brush, and other unwanted vegetation from the areas noted below. All unwanted vegetation should be removed to a minimum of 15 feet beyond the toe of slope to preserve a buffer for inspection, maintenance, and repair. After clearing occurs, any disturbed areas should be properly regraded and protected with an appropriate ground cover (grass, riprap stone or other treatments) to prevent erosion of or damage to the dam and its components.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

- a. Remove brush and woody growth from all outer embankment slopes. Excess tree growth was noted on the south and west slopes of Pond 2 (see IMG\_6848 and IMG\_6866), and the east slope of Pond 1 (see IMG\_6859). It was unclear where on the east slope of Pond 1 the constructed embankment ends on the natural slope.
  - b. Remove all woody vegetation from the crest and inner slopes of both ponds and keep herbaceous growth mowed (see IMG\_6854 and IMG\_6857). Excess vegetation on inner slopes hampers inspection, maintenance, and repair. Removal will also increase ease of access for site characterization and closure activities.
  - c. Woody growth and unwanted vegetation on non-jurisdictional portions of the facility should be removed to a minimum of 15 feet beyond the inner crest edge.
3. Repair the breached area near the southeast corner of Pond 2 (see IMG\_6867). Regrade all embankment crests as necessary to create an even, level, and stable surface. Any regrading activities should result in a level crest width of at least 6 feet and should not raise the height of the berms other than to create a consistent elevation throughout. Surface erosion, sinkholes, bare areas or areas of poor vegetative quality should be properly filled, regraded to match the elevations of adjacent topography, and properly protected with an appropriate ground cover consistent with preventing surface erosion (a hearty grass cover, riprap stone, or other treatments).
  4. A hearty grass cover should be established on all portions of the embankments not protected by other erosion resistant materials (i.e., gravel-filled geocell, riprap stone). Compacted crushed gravel may be sufficient for erosion control on the embankment crests.

**Suggested completion date: December 1, 2023**

5. Engage with NHDES Wastewater Engineering Bureau for facility closure. The Town should engage a qualified engineering consultant to develop a closure plan for the lagoons that is acceptable to the NHDES Wastewater Engineering Bureau. It is important that the Dam Bureau be included in the development and/or review of closure plans to ensure that the selected alternative leaves the site with no jurisdictional structures, if that is the intent of the project. Formal dam registration and payment of the annual dam registration fee will be deferred if the facility is to close but may be reconsidered if there is a failure to initiate and complete closure activities and recommended interim maintenance.

**On a continuing basis:**

6. Potential seepage has been identified at the base of the slope from the southwest corner of Pond 1 near the tree (see IMG\_6862). This seep should be monitored and documented routinely with photos and recorded observations so patterns and changes in seepage flow volume, water clarity, associated staining, and sediment output can be identified. Impoundment levels should be included in the record for each monitoring. Seepage monitoring should be included in the OMR. Remedial actions should be considered if conditions worsen notably, new seepage areas develop, or if discharge becomes cloudy or muddy. Notify the NHDES Dam Bureau immediately if such conditions occur.
7. Maintain cleared embankment slopes.
8. Monitor trees remaining on the non-jurisdictional portions of the facility (natural slopes) supporting constructed embankments. Bushes and trees that are to remain should be maintained in good health. NHDES recommends maintaining a 15-foot buffer zone of clearing around all embankments and structures.

**If the Town intends to restart operations at the facility:**

9. As an alternative to #5, formally register the dam with the NHDES Dam Bureau. Annual dam registration fees will be due beginning January 1, 2024. Reconstruction of the embankments will be required, in addition to the standard maintenance recommended herein, to create an even crest around each pond.



Request for Action  
Septage Lagoon Facility SEF-04-001, Northwood  
May 10, 2023

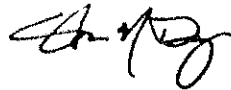
The crest at the southwest corner of Pond 1 appeared low (see IMG\_6857).

10. For registration and reconstruction, the Town will be required to submit a plan view and cross-section for pre-approval, showing existing conditions and proposed repair (with elevations), technical specs/notes on proposed materials to be used, and other information required by Env-Wr 304.01, prepared and signed/stamped by a NH P.E. experienced in dam reconstruction in accordance with Env-Wr 403.03.

NHDES strongly recommends the Town formally close the facility. Should you consider modifications to the embankments beyond the recommendations above, please contact the Dam Bureau for further guidance.

If the condition of the dam has changed since the inspection, or if you have any other questions or comments related to the dam, please contact Jay Hargy, P.E., P.G. at (603) 271-4162 or me at (603) 271-3406. You may also contact us via email at james.a.hargy@des.nh.gov or steve.n.doyon@des.nh.gov. Additional information specific to dams and dam-related topics are available at the NHDES website (des.nh.gov) by selecting the Water then Dams links.

Sincerely,



Steve N. Doyon, PE  
Chief Dam Safety Engineer  
Dam Safety & Inspection Section

Enclosures: Select Inspection Photos

cc: Anthony Drouin, NHDES RMS

SND\JAH\was\s:\WD-Dam\damfiles\D183000\Northwood Septage Lagoon Facility\20230510 D183000 SEF-04-001 RFA.docx

Septage Lagoon Facility SEF-04-001 - Northwood, NH  
Non-permitted Dam Embankments

Select Inspection Photos - February 27, 2023



02/27/2023

IMG\_6848



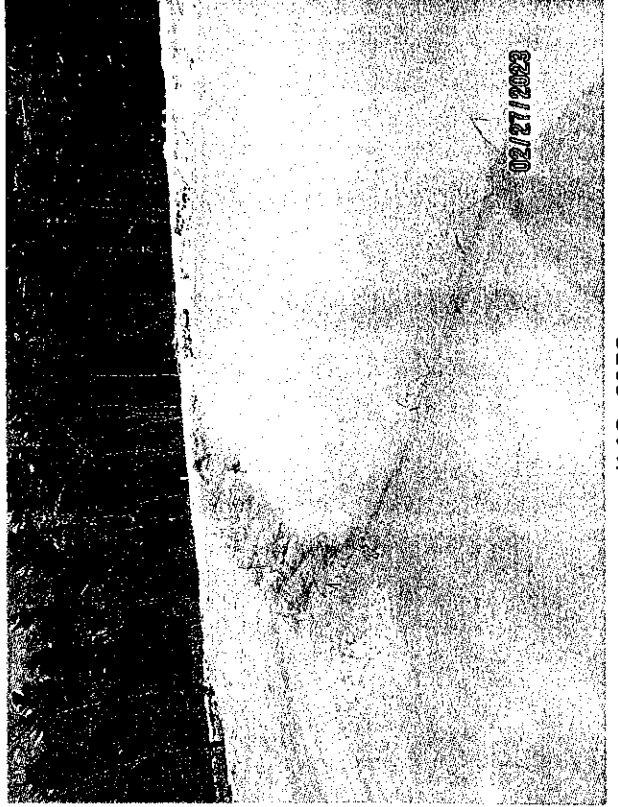
02/27/2023

IMG\_6854



02/27/2023

IMG\_6857



02/27/2023

IMG\_6858

**Northwood  
Tax Totals**

TA Report.

Tax Warrant: 2023P01 of 2  
 Number of Parcels: 2,973

**Valuations**

Non-Utility Land Value:	520,489,732	
Current Use Credits:	( 44,963,114 )	
Non-Utility Improvements Value:	529,115,900	
Utility Value:	11,851,800	
Exempt Property Value:	( 25,361,100 )	
<hr/>		
Valuation Before Exemptions:	991,133,218	*
Exemptions Applied:	( 35,373,522 )	*
<hr/>		
<b>Net Valuation:</b>	<b>955,759,696</b>	
Net Non-Utility Valuation:	943,907,896	
Net Utility Valuation:	11,851,800	

\* These values include one or more Religious, Charitable, and/or Educational Exemption(s). When comparing these values to the corresponding values on the MS-1 Report, note that on the MS-1 Report Religious, Charitable, and Educational Exemptions are deducted from the Total of Taxable Buildings and thus the Total Valuation Before Exemptions rather than included as a portion of the Total Dollar Amount of Exemptions.

**Tax Rates**

Total: 6.29	Municipal: 0.76	State Education Tax: 0.46
	School: 4.75	County: 0.32

**Taxable District Rates**

WATER DIST:	0.00
NORTHWOOD COVE VILLA:	0.42
TIF DISTRICT:	0.00
GULF VILLAGE DISTRICT:	0.35

**Taxes**

Property Tax:	6,026,073.00
Veterans Credits Applied:	( 40,428.00 )
<hr/>	
<b>Commitment Amount:</b>	<b>5,985,645.00</b>
Penalties:	0.00

**Total Tax Bills: 5,985,645.00**

**TAX COLLECTOR'S WARRANT  
PROPERTY TAX LEVY  
STATE OF NEW HAMPSHIRE**

**Rockingham ss.**

**TO: Marisa Russo, Collector of Taxes for Northwood, New Hampshire in said county.**

In the name of the State you are hereby directed to collect the property taxes in the list herewith committed to you, amounting to the sum of Five Million Nine Hundred Eighty Five Thousand Six Hundred Forty Five Dollars (\$5,985,645.00) and with interest at eight (8%) percent per annum from July 1, 2023 thereafter, on all sums not paid on or before that day.

And we further order you to remit all monies collected to the Town Treasurer, or to the Town Treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total One Thousand Five Hundred Dollars (\$1,500.00) or more.

Given under our hands at Northwood, New Hampshire, this Eighteenth day of May in 2023.

---

Hal Kreider, Chairman

---

Tim Colby, Vice Chairman

---

Beth Boudreau

---

Jim Guzofski

---

Pam Sanderson

Board Of Selectmen  
Northwood, New Hampshire



Robert L. Quinn  
Commissioner

# State of New Hampshire

DEPARTMENT OF SAFETY  
Division of Homeland Security  
and Emergency Management

[www.nh.gov/hsem](http://www.nh.gov/hsem)



Robert M. Buxton  
Director  
Megan A. Hoskins  
Assistant Director

May 11, 2023

Mr. Robert Young, EMD  
Town of Northwood  
818 First NH Turnpike  
Northwood, NH 03261

Dear Director Young,

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on March 31, 2023, for the community's shelter generator at Northwood School.

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.  
DO NOT PURCHASE OR INSTALL ANYTHING  
OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office/Governor and Council to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Field Representative.

Thank you for your interest in the EMPG Program!

Office: 110 Smokey Bear Boulevard, Concord, N.H.  
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305  
603-271-2231, 1-800-852-3792, Fax 603-223-3609  
State of New Hampshire TDD Access: Relay 1-800-735-2964

Sincerely,



Sheila M. Dupere  
EMPG Program Coordinator

Enclosures

cc: (w/o enclosures), Courtney Jordan, Field Representative

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. IDENTIFICATION AND DEFINITIONS**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Northwood (VC#177455-B001)		<b>1.4. Subrecipient Address</b> 818 First NH Turnpike, Northwood NH 03261	
<b>1.5. Subrecipient Tel. #</b> (603) 942-8411	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> August 31, 2024	<b>1.8. Grant Limitation</b> \$60,000.00
<b>1.9. Grant Officer for State Agency</b> Sheila Dupere, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (603) 223-3606	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
<b>1.13. State Agency Signature(s)</b> By: _____ On: / /		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Edyta J. Domian, Deputy Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>			
By: _____		Director, On: / /	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: _____		Assistant Attorney General, On: / /	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By: _____		On: / /	

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 Failure to perform the Services satisfactorily or on schedule;
- 8.1.2 Failure to submit any report required hereunder; and/or

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

3.) \_\_\_\_\_ Date: \_\_\_\_\_



8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports,

files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed

by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.)  2.)  3.)  Date:

**EXHIBIT B**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Northwood (hereinafter referred to as "the Subrecipient") \$60,000.00 to purchase and install a generator for the community's shelter at Northwood School.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2024, and that a final performance and expenditure report will be sent to "the State" by September 29, 2024.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)

2.)

3.)

Date:

**EXHIBIT C**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$60,000.00	\$60,000.00	\$120,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Unique Entity ID (UEI): EN8NBMSNF927			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$60,000.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$60,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: \_\_\_\_\_

## Guidance for Meeting Minutes

***Please use language similar to this when documenting meeting minutes accepting the grant***

*"The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$        for        . Furthermore, the Board acknowledges that the total cost of this project will be \$        , in which the town will be responsible for a 50% match (\$        )."*

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *"(name and/or title/position) is authorized to sign all documents related to the grant"*. Refer to the Certificate of Authority for additional guidance.



New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management

Grant Agreement Checklist

**Emergency Management Performance Grant (EMPG)**

Applicant: Town of Northwood Grant Amount: \$60,000.00

Project: Shelter Generator

All steps below are required to be completed in their entirety.

If any items are not completed properly, the Grant Agreement will not be processed.

Complete and return this checklist and all Grant Agreement documents by ASAP to:  
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305 OR email to  
this email address: NHEMPG.Program@dos.nh.gov

**Grant Agreement**

**Grantee signors complete the following:**

- Block 1.11 – Subrecipient Signatures  
Have a majority of the select Board or City Council sign in blocks 1.11
- Block 1.12 – Name & Title of Subrecipient Signor  
Print names and titles of the signors
- Initial and date each page of the Grant Agreement
- Initial and date Exhibit A, B and C.

**Additional Required Documents**

- Meeting Minutes- **\*\*See SAMPLE MEETING MINUTES\*\***  
Minutes of the meeting documenting that the community/agency's GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state the community/agency is accepting the grant agreement terms as presented. Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- What the grant is for
- Total project cost
- Amount of local match (50%)

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

## CHAPTER 35-B PUBLIC RECREATION AND PARKS

### Section 35-B:3

#### **35-B:3 Officials and Powers. –**

The power conferred by RSA 35-B:1 may be exercised by a recreation or park commission or any other board or commission as authorized by the governing body of the political subdivision and charged with the responsibility of providing leisure-time services within the political subdivisions' jurisdiction. These powers may be divided as directed by the governing body. The commission shall have powers as are necessary to carry out the purpose for which it is created. These powers may include but not be restricted to the power:

- I. To acquire, hold and dispose of real and personal property; provided, however, the disposal of any real property shall have prior approval of the appropriate legislative body.
- II. To make contracts;
- III. To grant concessions;
- IV. To make charges for the use of facilities or for participation;
- V. To make and enforce rules and regulations governing the use of property, facilities or equipment and the conduct of persons thereon;
- VI. To contract with any municipal corporation, governmental or private agencies for the conduct of park and recreation programs;
- VII. To operate jointly with other governmental units any facilities or property including participation in the acquisition; and
- VIII. To hold trust or manage public property useful to the accomplishment of its objectives.

**Source.** 1979, 185:1, eff. Aug. 5, 1979. 1997, 53:1, 2, eff. July 18, 1997.



Northwood Recreation Commission  
May 2, 2023  
Northwood School Library

## AGENDA

Chairman Frye called the meeting to order at 6:03 PM

Present: Matt Frye, Dave Ruth, Wade Sauls, Justin Miller, Beth Boudreau

Staff Present: Scott Blewitt & Jessy Leblanc

- Approve minutes of 4/18 meeting:
  - Mr. Ruth motioned to approve the minutes as written. Mr. Miller seconded. Motion approved 5-0 with no discussion.
- Election of Officers:
  - Mr. Ruth self-nominated for chair. Mr. Miller seconded. Motion approved 5-0
  - Mr. Ruth nominated Mr. Miller for vice chair. Mr. Frye seconded. Motion passed 4-0-1 with Mr. Miller abstaining.
- Review of Updated Maps
  - John Newman from NH Land Consultants shared updated maps of the recreation facility based on feedback in the prior meeting. The committee requested several further changes including shrinking the rectangular sports field and routing the access road between the playground and the field. Mr. Newman will make another round of revisions and bring updated maps to the committee for review in June.
- Vision of rights and responsibilities to be shared with BOS
  - The following rights and responsibilities are requested of the Board of Selectmen. These requests are made with each item having been discussed and gained a majority of support from the voting members of the committee.
  - Setting the strategic direction of the recreation department. This includes 3-5 year priority areas as well as key performance indicators to measure progress.

- Setting policy for recreation programs and facilities. This is as opposed to recommending policy to the BOS for adoption.
- Advise the BOS on future appointments to the recreation commission. But, the power to appoint will remain with the BOS.
- Advise the town administrator and BOS on the hiring of new recreation directors and assistant directors. This would include a representative on the hiring committee as well as sharing the resumes of all finalists with the commission members.
- Advise the recreation director in the formation of the department budget as well as the CIP.
- Approval of expenditures out of the revolving fund over \$5,000
- Director Updates
  - Food truck festival is planned for this weekend. Everything looks generally ready to go. The electrical meter has been installed, and remaining wiring should be completed before Saturday's event.
  - DPW is aware that there is a lot of brush and multiple broken picnic tables that need to be removed from the rec facility.
  - Soccer numbers look great.
  - Town wide yard sale is planned for June 3
  - Fishing derby is planned for May 13 at Saddleback Campground
  - June Jam is scheduled for June 24
  - The department desperately needs summer help including field mowing and beach attendants.
- Member Updates
  - Mr. Ruth:

- Confirmed that the Adopt a Spot program is up and running
- Requests more signage at parks
- Requests more picnic tables at parks
  - Mr. Blewitt announced that six new picnic tables had been ordered and received. After the food truck festival, they will be dispersed throughout the town's recreation areas.
- The planters that were created as a CBNA senior project are at the fields and look great.
- What is happening with the baseball/softball field
  - Mr. Blewitt informed the commission that the Epsom softball league will be excavating the softball infield and replacing it with a skinned infield.
- Mr. Miller:
  - Requests monthly financial reports at meetings
  - Hoping that the BOS will provide greater clarity to the role of the recreation commission.
  - It is important to hold onto those who are willing to volunteer their time and energy to the town. The process for joining committees in Northwood feels onerous.
- Mr. Sauls:
  - Please ensure that the water line is 2" pipe to allow for adequate water flow for irrigation.
- Ms. Boudreau:
  - Has been working on 250<sup>th</sup> carnival games. Will reach out to rising freshmen to generate volunteer support.

- Mr. Frye:
  - Thank you to the members of the commission to serve as chair.
- Adjournment
  - Mr. Miller motioned to adjourn. Mr. Sauls seconded. Motion passed 4-1 with Mr. Ruth dissenting. Meeting adjourned at 8:07

-

**Walter Johnson**

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**From:** Kaley Dion <Kaley.Dion@SOS.NH.GOV>  
**Sent:** Friday, May 19, 2023 10:11 AM  
**To:** Walter Johnson; Marisa Russo; LANDERSON@NOTTINGHAM-NH.GOV  
**Subject:** Special Election Rockingham District 1

Good morning

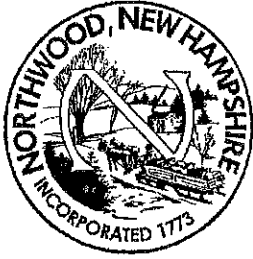
We have received the request for a special election and I wanted to make sure that you all know that the Governor and Executive will vote on it at their meeting on May 31<sup>st</sup>, therefore the filing period will begin on Monday June 5<sup>th</sup> through Friday June 9<sup>th</sup>.

Just wanted to give you the heads up and I will be in contact with you for everything election related from here on out.

Thank you,

Kaley Dion  
Elections Administrator  
Office of the Secretary of State  
State House Room 204  
107 North Main Street, Concord, NH 03301  
Phone: 603-271-3242 | Fax: 603-271-6316





**TOWN OF NORTHWOOD, NEW HAMPSHIRE**  
**Board of Selectmen's Office**

818 First New Hampshire Turnpike, Northwood NH 03261  
(603)942-5586 Facsimile: (603)942-9107  
Walter P. Johnson, Town Administrator  
wjohnson@town.northwood.nh.us

May 11, 2023

New Hampshire Executive Council  
107 North Main Street  
State House, Room 207  
Concord, NH 03301

RE: Vacancy of State Representative - Special Election Request

Dear Honorable Council Members,

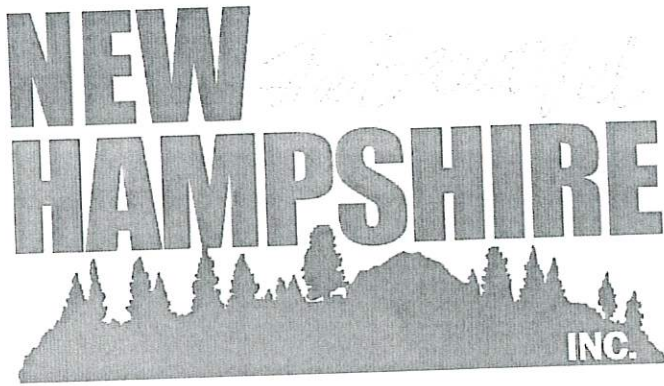
Whereas there is a vacancy in the NH House of Representatives recently created by the resignation of Representative Benjamin Bartlett, in accordance with NH RSA 661:81, the Town of Northwood Select Board respectfully requests the New Hampshire Executive Council authorize a special election be held as soon as possible in the towns of Northwood and Nottingham to elect a new state representative.

Sincerely,

Hal Kreider, Chairman  
Northwood Select Board

CC: Honorable Christopher T. Sununu, Governor of New Hampshire

*T.A. Report*  
*Agenda*



**New Hampshire the Beautiful**  
2101 Dover Rd., Epsom, NH 03234  
[NHtB@nrrarecycles.org](mailto:NHtB@nrrarecycles.org)  
Phone: 1-888-784-4442 | Fax: 1-603-736-4402

May 9, 2023

Walter Johnson  
818 1<sup>st</sup>. New Hampshire Turnpike,  
Northwood, NH 03261

Dear Walter Johnson,

The New Hampshire the Beautiful Board voted on May 4, 2023 to award the town of Northwood a grant of **\$4500** towards the purchase of the New Hydraulic Compactor.

Northeast Resource Recovery has already received your proof of purchase documents and will begin processing them to have New Hampshire the Beautiful release the grant check.

*As part of the grant program, the Board requests that you include information about this grant in your annual town report. We will send you a write up that you can use along with your reimbursement. **Additionally, once you've received your equipment, we'd like you to take a photo of the equipment (in use, if possible) and submit it to us along with a brief note letting us know how the equipment has helped your facility and/or community recycling program.***

We would like to applaud your efforts and wish you continued success at your facility and look forward to your taking advantage of this grant.

The Board has requested that you forward this letter to each of your selectman. We thank you in advance for doing this for us.

Sincerely,

Mary Karczmarczyk  
Office Assistant

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Town of Northwood												Updated 05/19/2023
2	Select Board and Administration Task Manager												
3	Date Listed	Task	Priority Level	Assignee(s)	Due Date	Revised Date	Status	Notes					
4	3/23/2021	Board Review of All Committees and Their Charges	High	WJ/Bos	5/30/2021	TBD	In process	determine if still needed, is charge/mission clear and accurate					
5													
6	6/10/2021	Bow St. and RT4 Intersection Drainage Issue	High	WJ/CB/DOJ	TBA		In process	no DOT assistance, legal action by property owners					
7													
8	6/29/2021	Address Gulch Pond Dam DES Notice	Medium	WJ/CB	9/1/2021	TBD		address letter of recommendations from DES					
9													
10	4/13/2021	Organize a Conference of Committees	Medium	WJ/Bos	Apr-22	TBD	Spring 23	organize a meeting of all boards and committees to discuss mission, etc.					
11													
12													
13	1/5/2021	Review of Town Policies and Ordinances	Medium	Bos/WJ	9/1/2021	on going	In process	review during each Bos meetings beginning 03/15/2021 until complete					
14													
15	1/15/2021	Cable TV Franchise Agreement Renewal Process	low	WJ/Bos/Atlantic	12/31/2023		In process	discussions ongoing with Breezeline to extend existing agreement					
16													
17	12/14/2021	Investigate Street Lights for Rt. 4 Intersections	High	WJ	1/31/2022	TBA		Contact Eversource for information and cost, pending RT4 safety comm.					
18													
19	1/15/2022	Investigate Solar Array Options on Town Property	Medium	WJ	3/1/2022	6/1/2023	In process	See options to lease land to solar generating company					
20													
21	2/3/2022	Options/Solutions for Police and Fire Facilities	Medium	WJ/Bos/JS/SFC	9/1/2022	12/31/2023	In process	determine options for improvements or replacement of PD and Narrows FD					
22													
23	3/15/2022	Improve Communications to Citizens	High	WJ/Bos	4/26/2022	5/15/2023	In process	look at contract for regular/monthly newsletter, video presentations, etc.					
24													
25	8/9/2022	Organize Community Garden Interests	Medium	WJ/SB/CB/ND	3/1/2023		In process	organize community for 2023 growing season					
26													
27	12/22/2022	Develop Communications Newsletter with Vendor	Medium	WJ/HK	2/1/2023	6/1/2023	In process	working with consultant on setup and weekly production.					
28													
29	12/8/2022	Upgrade Town Meeting Room Sound System	High	WJ	1/15/2023	6/1/2023	In process	waiting quotes for upgrading mics and video system					
30													
31	3/1/2023	Address Issues with Transfer Station from DES	high	WJ/CB	4/25/2023	TBD	In process	address letter of concerns from NHDES, Permitting Closures Plan etc.					
32													
33	3/1/2023	Address NHDES issues with Seepage Lagoon System	High	WJ/CB	4/15/2023	6/15/2023	In process	address letter of concern from DES, evaluate closing the facility vs. improving					
34													
35	5/9/2023	Evaluate town hall meeting layout and redesign	high	WJ/Bos	7/1/2023			seek consultant to design new layout for users and public participation					
36													
37	5/9/2023	Review and Update All position Descriptions	Medium	TA/FD	9/1/2023		In process	Confirm latest version signed and on file with Finance Director					
38													
39	5/9/2023	Resume scanning files in all departments	Medium	Dept Heads	10/1/2023			connect with RPC for use of scanners					
40													
41	5/9/2023	Review paved road plan inventory for completeness	Medium	TA/CB/RPC	7/1/2023			determine what roads are missing from the plan list and update					
42													
43	1/24/2023	Review Culvert Water on Ridge Road	high	WJ/CB/BOS	4/15/2023	4/23/2023	Complete	site visit and review engineers report from land owner					
44													
45	1/11/2022	Spruce Up Town Hall	High	WJ/HK/BB/TC	2/15/2022	4/28/2023	Complete	remove unwanted furniture and equip., paint, window coverings					
46													
47	1/25/2021	Update Wage Scale	High	WJ/Bos/CE	4/15/2021	2/28/2023	Complete	Update wage Grade and Step scale					
48													
49	10/14/2022	Replace Town Offices Computer Server	High	WJ/Mainstay	4/1/2023		Complete	warranty support expires May 2023, need to order hardware by 12/1/22					
50													
51	8/4/2021	Develop MOU with School for Emergency Shelter	Medium	WJ/By/Bos	10/1/2021	2/14/2023	Complete	work w/school admin and EMD to develop MOU for emergency shelter					
52													
53	3/15/2022	Install New Message Sign for Town Hall Site	High	WJ/CB/Bos	4/26/2022	1/20/2023	Complete	sign ordered 7/15 9 - 10 weeks delivery, town does electrical					



	A	B	C	D	E	F	G	H	I	J	K	L	M	N
54														
55	9/15/2022	Conduct Surplus Equipment Sale		High		WJ/CB		11/1/2022				Complete	Organize public auction for surplus equipment sale	
56	7/12/2022	Coordinate new venue for elections other than school		High		WJ/BOS		8/9/2022				Complete	re-establish use of parish hall for all elections	
57	5/7/2021	Investigate Harvey Lake Dam Ownership		High		W1		6/15/2021		9/1/2021		Complete	determine ownership, address DES findings of 01/2020	
58														
59	5/7/2021	Evaluate condition of boat ramps		High		WJ/ConCom/DES		7/1/2021		9/1/2021		Complete	research improvements to Northwood & Harvey Lk ramps	
60														
61	8/4/2021	Coordinate Public Auction with Auctioneer		High		WJ/Bos/Staff		10/16/2021				Complete	Auction date 10/16/21, location TBD	
62														
63	8/4/2021	Begin FY22 Budget Preparation Process		High		WJ/CE/Staff		9/13/2021				Complete	Issue package to department heads requesting line item budget detail	
64														
65	8/10/2021	Public Hearing Regarding Ambulance Rates Increase		High		WJ/Bos/MT		8/24/2021				Complete		
66														
67	8/10/2021	Town Owned Property Abutter Sale		High		WJ/Bos/CM		0825/21				Complete	In-house sale to abutters with restrictions	
68														
69	1/5/2021	Sale or Auction of Available Town Owned Property		High		WJ/Bos		8/30/2021		10/16/2021		Complete	determine status and confirm list w/Bos, ConCom, Rec Commission	
70														
71	8/24/2021	Deliver TA FY22 Budget to Bos		High		WJ/CE/Dheads		10/12/2021				Complete	meeting scheduled with host/design company on 4/29	
72														
73	1/15/2021	Update and Improve Town Website		Medium		WJ/Bos/Staff		8/1/2021		9/15/2021		Complete	Two sessions: 10/19 worksession & 10/26, 11/2 wrap up	
74														
75	8/24/2021	Department Head Budget Presentations to BOS		High		DHS/WJ/CE		See notes				Complete	Budget info packets to BC	
76														
77	2/4/2021	Complete New Road Surface Management System		High		WJ/CE/IG		12/4/2021				Complete	begin transferring data from Profund to MTS	
78														
79	8/24/2021	Deliver BOS Budget to LS for distribution to BC		High		WJ/CE		11/18/2021				Complete	process to begin in late spring/summer, kickoff meeting on 7/20	
80														
81	8/24/2021	BC Review of Town Budget		High		CE/WJ/MTS		10/15/2021		12/15/2021		Complete	run redundant programs prior to full change over	
82														
83	10/19/2021	Implement Transition to New Finance Software		High		CE/WJ/MTS		12/15/2021		1/1/2022		Complete	Review policies and practices, program protection, hardware status	
84														
85	3/9/2021	Review and Update Cyber Security Protection		High		WJ/CE/Mainstay		4/15/2021		1/21/2022		Complete	Seeking public input on how to use these unanticipated funds.	
86														
87	10/19/2021	Go "live" with New Finance Software		High		CE/WJ/MTS		12/15/2021				Complete	Have current policy reviewed by legal for compliance & w/Bos for updates	
88														
89	9/28/2021	Public Hearing for Use of ARPA Funds		High		WJ/Bos		5/10/2022		5/24/2022		Complete	Look at design options and price estimates	
90														
91	1/15/2021	Review and Update Personnel Policy		High		WJ/Bos		4/15/2021		6/28/2022		Complete	open Q & A session with taxpayers regarding local government	
92														
93	3/15/2022	Research New Message Sign for Town Hall Site		High		WJ/CB/Bos		4/26/2022		5/24/2022		Complete	review and update prior committee work with DOT and DOS	
94														
95	3/15/2022	Public Q & A Session with School Board		Medium		WJ/SB/Bos		7/12/2022				Complete	will move to safer system MS Office 360 email from Google	
96														
97	2/8/2022	Route 4 Safety Study		Medium		WJ/Bos/GG		6/1/2022		8/1/2022		Complete		
98														
99	7/12/2022	Coordinate and Implement migration to new email		Medium		WJ/Mainstay		10/1/2022		9/15/2022		Complete		
100														
101														

April 27, 2023

Linda Smith  
Board Secretary, Northwood Planning Board

I would, with this letter, like to withdraw from my position as a current elected board member. I have been an elected board member for over 10 years but certain personal considerations are requiring me to step back from full time participation.

I would though like to be considered as an Alternate so as to participate as an alternate as needed utilizing what experience I have acquired.

Sincerely,  
Joseph McAffrey