

## 2024 Recreation Management Agreement

This Agreement is made this 2<sup>nd</sup> day of January, 2024, by and between Waterville Estates Village District, a municipal corporation, with a principal mailing address of 562 Winterbrook Road, Campton, NH 03223 (hereinafter the “District” or “WEVD”), and Waterville Estates Association, a New Hampshire corporation, with a principal mailing address of 562 Winterbrook Road Campton NH, 03223 (hereinafter the “Association” or “WEA”). This Agreement supersedes and replaces, in its entirety, the 2023 Recreation Management Agreement executed by the District and WEA.

### **AUTHORITY**

This Agreement is entered into under the authority of RSA 35-B.

### **PURPOSE**

The purpose of this Agreement is to formalize the amount of anticipated recreational fees and charges paid by WEA to the District in exchange for WEA’s use of District property, for members/owner events and recreational activities, and the provision of member services by WEVD. As outlined below, fees and charges paid by WEA to the District shall be processed in two separate ways. First, a portion of anticipated recreational fees and charges received by the District from WEA shall be deposited into the District’s general operation account/general fund. Second, a portion of anticipated recreational fees and charges received by the District from WEA shall be deposited into the District’s revolving recreational fund pursuant to RSA 35-B:1 and 35B:2, II. This Agreement further memorializes the terms and scope of WEA’s use of District property relative to the operation of Recreational Activities, Recreational Promotion, the construction of Recreational Capital Improvements, and the maintenance and care of parks and common areas in order to ensure that activities and services provided by the District and financing of those aforementioned items are consistent with RSA 35-B.

### **DEFINITIONS**

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

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Admission policy:	A formal statement outlining the eligibility requirements and application procedures for admission to common areas and recreational facilities of Waterville Estates
Business activities:	The revenue generated by WEA activities including but not limited to recreational activities.
General Manager:	An individual that oversees and coordinates recreational activities on behalf of the District and WEA (as authorized by the District). The General Manager's duties are described in the Job Description identified as Attachment A.
Usage Policy:	An enforceable formal code of conduct for all members and guests of "Waterville Estates" while visiting WEVD facilities.
Recreational Activities:	Management of Recreational Programs.
Recreational Capital Improvements:	Improvements, expansions, or updates made to existing facility amenities including but not limited to exercise and weight rooms, saunas, hot tubs, indoor/outdoor furniture, teen room, tennis courts, swimming pools, audio and video systems, snow making equipment, trail systems, ski area lighting, ski area lifts, and ski area equipment and bars and restaurants.
Recreational Programs:	Activities and entertainment that provides benefits to the WEA's members as well as WEVD residents and guests
Recreation Promotion:	The process involved in operating and maintaining the amenities and recreational facilities within Waterville Estates
Waterville Estates:	The community of residences and building lots, facilities, and community amenities contained in the Waterville Estates Village District
District Property:	All District property owned by the District as municipal property, including recreational property and facilities, and subject to New Hampshire's municipal law requirements.

### **RECITALS**

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

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52:1, I(d)), the maintenance of facilities and activities for “recreational promotion” (RSA 52:1, I(h)), and the maintenance and care of parks and commons (RSA 52:1, I(g) and (h)).

The District’s rights and responsibilities include the following:

- a. Maintenance of District facilities and District property and management of District facilities and District property.
  - b. Construction of any “recreational capital improvements” and maintenance of District parks and common areas.
  - c. Operating “recreational programs” in accordance with this agreement.
  - d. Ensuring a safe and inviting environment of all common areas consistent with their intended uses, managing safe and legal alcoholic beverage service, and maintaining liquor and food service standards commensurate with licensing for each. All alcohol service shall be performed in a manner compliant with applicable District liquor licenses.
  - e. Exercising universal and unilateral authority to take actions to manage its responsibilities relative to safety and professionalism.
  - f. Provide the necessary personnel and equipment to perform the services required by related to such activities as contractually agreed upon.
  - g. Provide accounting, billing, and clerical services regarding the revolving recreational fund to the Association as contractually agreed upon.
- B. The Association was formed as the successor to Waterville Estates developer, Locke Waterville Corporation, and represents all owners of property in “Waterville Estates.” In recognition of the fees and charges paid by the Association to the District pursuant to RSA 35-B:1 and 35-B:2, II and described herein,

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the Association shall maintain the following rights and responsibilities regarding District property as long as this Agreement remains in effect.

The Association's rights and responsibilities include the following:

- a. Establish, maintain, and enforce a "usage policy" to all recreational facilities falling within the scope of this Agreement.
- b. Organize, schedule, plan, and administer recreational activities as authorized by WEVD. Cooperate with WEVD regarding recreational activities and help facilitate the organization and administration of recreational activities.
- c. In consideration of this Agreement, the District and WEA agree that WEA is specifically receiving the right and benefit of planning and participating in recreational programming and activities on behalf of its owners members and guests. These rights include, but are not limited to, WEA's oversight and approval of recreational activities on District property.
- d. Accept and/or annex new property for use in common by eligible "Waterville Estates" property owners.
- e. WEA shall commit no waste on or to District facilities.

In consideration of the mutual covenants stated within this document, the parties willingly enter into this Recreation Management Agreement concerning the management and maintenance of Recreational Activities, Recreational Programs, the construction of Recreational Capital Improvements, capital improvements, and the maintenance and care of parks and commons areas pursuant to the terms of this Agreement.

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## 1. Duration and Termination

- a. This agreement supersedes all prior agreements between the parties concerning “recreational activities,” including but not limited to the Recreation Management Agreement executed by WEA and the District on December 30, 2021, and the 2023 Recreation Management Agreement executed by the parties.
- b. This Agreement shall be effective January 1, 2024 and shall run to December 31, 2025. Annual review of the agreement’s terms and conditions will be conducted by representatives of the contracting parties starting October 1st of each year. Changes, if any, are to be in written form on the original agreement document or by addendum and to include the names and signatures of the approving representatives. Copies of the updated original agreement or addendum are to be provided to WEVD and WEA.
- c. Non-appropriation clause: The District and WEA understand this Agreement contemplates a multi-year agreement subject to the District’s municipal budget process. In the event no funds are appropriated for the provisions of this Agreement through the District’s Annual Meeting process, this Agreement shall automatically terminate without any further obligations owed to either the District or WEA.

## 2. Insurance

- a. The Association agrees to maintain insurance as well as insurance for Directors’ and Officers’. The specifics of required coverage include Liability ISO forms or their equivalent without limiting endorsements, \$1,000,000 CSL, WEVD named as additional insured, volunteers as additional insured and provided by an insurer rated

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“A” or better by AM Best. Directors and Officers is provided by a “A” or better rated carrier and provides a \$1,000,000 limit. A certificate of insurance evidencing this coverage is to be provided to WEVD on an annual basis and prior to the annual anniversary of this agreement.

- b. WEA further agrees to compensate WEVD for the annual cost of insurance for ski operations at Campton Mountain with WEA to be named as additional insured.

### **3. Servicing of Recreational Activities and Business Activities**

- a. The District shall supply necessary qualified personnel and equipment in order to provide “recreational activities” agreed upon by the parties on an annual basis, within the limits of the funds made available by the Association.
- b. **Anticipated WEA Quarterly Fees:** As an anticipated recreational fee and charge, WEA shall pay to the District an annual sum of six hundred thousand dollars (\$600,000.00) for the rights and responsibilities provided pursuant to this Agreement (including, but not limited to, WEA’s right to participate in the administration of recreational programing). WEA shall make payments quarterly in the amount of one hundred fifty thousand dollars (\$150,000.00) each quarter (hereinafter “WEA Quarterly Fee”). WEA’s first Quarterly Fee is due on March 31<sup>ST</sup> 2024. WEA’s second Quarterly Fee is due June 30<sup>TH</sup> 2024. WEA’s third Quarterly Fee is due September 30<sup>th</sup> 2024. WEA’s fourth Quarterly Fee is due December 31<sup>st</sup> 2024. All WEA Quarterly Fees are considered anticipated funds, and shall be deposited into the District’s Operating Fund, as authorized through the District’s Annual Meeting and budgeting process, to be used for recreational purposes and expenses.

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- c. The District intends all Quarterly Fee payments made by WEA pursuant to this Agreement to be used for recurring recreational operating expenses as budgeted by the District and approved by District voters at the Annual Meeting.
- d. **Additional WEA Revolving Recreation Fund Payments:** In addition to the WEA Quarterly Payments outlined in Section 3.b of this Agreement, in prior years WEA and the District have agreed to an additional one-time payment from WEA to fund the District's revolving recreational fund. The District anticipates the revolving recreational fund will have approximately \$120,000 at the end of the 2023 fiscal year, and that for 2024 there is no requirement that WEA make a one-time payment to the District's revolving recreational fund. WEA and the District agree the recreational fund shall continue to be further funded with profits from concessions and other revenue generated as a result of running recreational activities throughout the year, including, but not limited to, daily/day use passes, Campton Mountain ski lift/rope tow tickets, merchandise sales, rental & event proceeds, and miscellaneous front desk revenue. WEA and the District further agree that nothing in this 2024 RMA shall be construed as to limit the party's ability to agree to a one-time recreational fund payment in future years. WEA and the District acknowledge and agree that all monies (~~including the \$50,000 fee received by WEA~~) deposited into the revolving recreation fund are properly considered District monies, which the District can use 100% of, in its sole discretion, to invoice costs and pay for recreational activities, services, and other obligations as permitted by law.
- e. Recreational expenses to be charged to the revolving recreational fund shall include, but are not limited to, the following:

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All supplies to operate food/beverage (Liquor/food/soda/linens/paper products/condiments etc.)

All third-party event expenses (ex: linens, paper goods, cleaning and set up fees) for weddings/functions, room rentals etc.

All bands and entertainment subcontractors

All sub-contractors including cooks, bartenders, and wait staff

All ski operation sub-contractors including lift operators and ski patrol

- f. District food-service employee's (cook) wages and benefits as long as the employee is performing duties related to concessions and recreation for the District. When District food-service employee (cook) is not performing duties related to concessions and recreation the employee's wages and benefits shall not be considered expenses charged to the revolving recreational fund. Any surplus funds above \$75,000 created in the Recreation Fund in a given year shall remain in the Recreation Fund to be utilized in the sole discretion of the District for additional costs for providing recreation. The District shall provide WEA with detailed reports each quarter of the Recreation Fund's income and expenses – having reconciled with the bank statements – in order to determine the amount of surplus funds above \$75,000. This accounting or reconciliation shall be provided to WEA on the following dates: March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, 2024 and January 15<sup>th</sup>, 2025. The parties agree that any accounting or reconciliation of costs for administrative services provided to WEA by District employees pursuant to the separate Administrative Services Agreement will also follow the same yearly reconciliation schedule.

- g. Nothing contained herein shall prevent the WEA from making additional funds separate from the fees and payments contemplated in this Agreement, that are available to WEA, to WEVD



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for Recreational Programs during the fiscal year. However, any additional funds must be administered pursuant to applicable New Hampshire Municipal laws.

#### 4. Unforeseen Circumstances:

a. In the event of unforeseen circumstances, including but not limited to force majeure, fire, earthquake, etc., which render District facilities unavailable for use for recreational activities for more than 30 consecutive days, WEVD shall release WEA from an obligation to pay the remaining WEA Quarterly Fee due that fiscal year, and instead, shall set a minimum fee and charge of \$25,000.00 for the remainder of the period in which the facilities are unavailable to operate recreation. The parties agree that any outstanding invoices for services already rendered, or payment obligations or promises already agreed to, which are not covered by the remaining Rec Fund balance, shall be paid by the Association upon presentation to the Board.

5. The parties specifically agree that this Agreement does not obligate the District to pay or promise any money in any form, and it does not require the District to raise and appropriate money within the meaning of RSA Chapters 31 and 33 outside of funds raised and appropriated through the District's Annual Meeting process.

6. On or before October 15, 2024, WEA shall provide a formal program proposal of Recreational Activities together with the description of the events and activities. The format of the proposal should consist of an event calendar and community center operating hours. See attached addendum

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– anything similar to the exemplar is satisfactory. WEA to provide reasonable notice upon any change or addition to either the event calendar or operating hours. Both WEVD and WEA agree to meet, discuss, and produce a 2024 Recreational Activities schedule.

7. Monies deposited into the revolving Rec Fund pursuant to this agreement are fees & charges. As such, they are not subject to the Trustee of the Trust Fund process.
8. On or before November 1, 2024, WEA shall provide a separate formal proposal for Recreational Improvements and capital improvements that includes a corresponding commitment of CIF or WEA funds. Any additional funds must be administered pursuant to applicable New Hampshire Municipal laws. It is the intent of the parties to work together in maintaining, improving, and/or expanding assets and facilities which support recreation.
9. On or before November 1, 2024, WEVD and WEA will work jointly to forecast expenses for the upcoming year's Recreational Services considering any expected cost increases in salary, benefits, materials, and any chargeable miscellaneous items to allow WEVD and WEA to adequately plan costs related to the ensuing year's recreational programming.
10. WEVD, at its sole discretion, may provide support for recreational services in accordance with NH municipal law.

### **11. Separate Capital Payments**

All additional payments made with respect to Recreation Capital Improvements shall be paid before project completion dates. Such additional fund payments must be administered pursuant to applicable New Hampshire Municipal laws.

### **12. WEA Third-Party Requirements**

The parties agree that, in the event WEA intends to hire a contract service or employee(s) to supervise and run Recreational Programming for the Association, the

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WEA Board must provide the District with a detailed proposal outlining which Recreational Operation duties are going to be assumed by the Association. In no event shall the WEA contract service provider or WEA employee supervise WEVD employees. Upon receipt of said proposal, the District will work diligently with WEA to determine which WEVD staffing changes will be necessary as well as the timing to implement said plan, including moving WEVD employees who are currently paid from the Revolving Rec Fund to the WEA payroll. Working cooperatively, the parties can agree to amend or terminate this Agreement if necessary.

### **13. Books and Records**

WEVD shall oversee maintaining books, accounts, and records that reflect all expenditures incurred in the revolving rec fund. These books, accounts, and records shall be maintained at the WEVD's offices and shall be available for inspection by the Association during regular business hours.

At all times, WEVD staff who are assisting WEA are performing their duties as municipal employees. WEVD Employees remain municipal employees while performing recreational services and any WEA administrative/bookkeeping functions. As municipal employees, all WEVD staff are subject to NH municipal law including, but not limited to, RSA Chapter 91-A (Right-To-Know law) and Chapter 31 of the RSA.

### **14. Remedies**

- a. If WEVD breaches any term of this Agreement, WEA shall give written notice of the breach to WEVD. If WEVD fails to remedy the breach within 30 days of such notice, or if such breach shall have been of a nature that the same could not have been cured within 30 days, and if WEVD shall not have, in good faith, commenced the curing or remedying of such

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breach, within such 30-day period, WEA may, at its option, terminate this Agreement. Upon termination, WEVD shall return to the Association all unexpended fees and charges which are not encumbered by a contract with a third party or owed to WEVD for services already rendered.

- b. WEA shall timely make each WEA Quarterly-Fee in the amount of \$150,000.00 to the District's Operating Fund. If WEA fails to timely pay each WEA Quarterly Fee WEA shall be considered in material breach of this Agreement. Thereupon, the WEVD may terminate the provision of services for Recreational Activities until WEA makes the required WEA Quarterly Fee due. If WEA breaches any term of this Agreement, WEVD shall give written notice of the breach to WEA. If WEA fails to remedy the breach within 30 days of such notice, or if such breach shall have been of a nature that the same could not have been cured within 30 days, and if WEA shall not have, in good faith, commenced the curing or remedying of such breach, within such 30-day period, WEVD may, at its option, terminate this Agreement. Upon termination, WEA shall not have any of the rights and responsibilities regarding District property, including programming and access rights, contemplated by this Agreement.
- c. Notwithstanding anything to the contrary contained herein, WEVD will not be obligated, by this Agreement, to perform services beyond the amount funded by the WEA.

### **15. Successors Assigns and Non-Assignability**

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

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### 16. Validity

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

### 17. Severability Clause

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

### 18. Notices

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

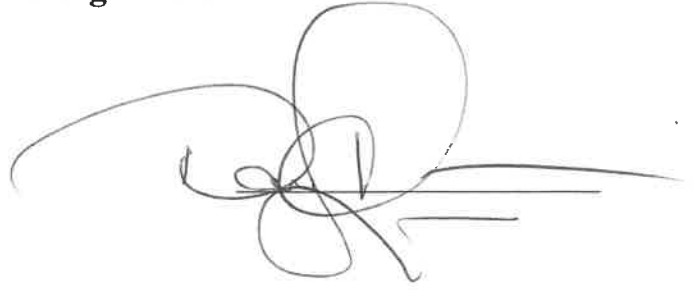
WHEREFORE, the parties have signed this eleven (11) page Agreement on the date first written above.

Waterville Estates Village District

By Commissioners

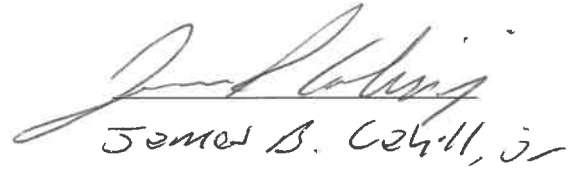


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A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Waterville Estates Association

By the President of the Board of Directors

A handwritten signature in black ink, appearing to read "James B. Colby, Jr.", with a horizontal line drawn under the signature.

**2024 Recreation Management Agreement**

**ATTACHMENTS**

# 2024 Recreation Management Agreement

## Attachment A

### **GENERAL MANAGER Waterville Estates Village District**

#### JOB SUMMARY

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

#### DUTIES AND ESSENTIAL JOB FUNCTIONS

- Implements general policies established by the District Commissioners and directs their administration and execution.
- Plans, develops and recommends specific operational policies, programs, procedures and methods in concert with Commission-approved policies including the personnel policy and purchasing policy
- Coordinates the development of long-range plans including capital expenditures.
- Supervise all staff employed by WEVD including those doing work for the Association and those paid by the Revolving Recreation Fund.
- Stays current with relevant trends and developments.
- Coordinates development of operating and capital budgets, including construction, alterations, maintenance, materials, supplies, and equipment regularly monitors financial statements and manages cash flow and establishes controls to safeguard funds. Reviews income and costs relative to goals; takes corrective action as necessary. (within policy guidelines).
- Attends meetings of the Commission and as requested of the Commission meetings of the planning board, advisory committees and the Association Board of Directors.
- Serves as liaison between all management staff and the Commission. As directed by the Commission and in keeping with agreements between the Commissioners and Association the revolving recreation staff and WEVD staff doing work for the Association.
- Prepares reports and other support material for the Commission.
- Negotiates and recommends Commission approval for contracts.
- Maintains relations with police, fire, liquor control board, health department and other governmental agencies.



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- Handles emergencies such as fires, accidents and breaches of security or house rules promptly and in person. Emphasizes prevention through training, inspection and preventive enforcement.
- At the request of the Commissioners ensure staff properly post meetings, provide space, documentary support and technology for the meetings and ensure minutes are properly posted, saved and made available under RSA 91-A.
- Gives direction to and works closely with vendors, outside contractors, firms and individuals providing services to the District.
- Responsible for maintaining safe facilities and good risk management practices.
- Performs other duties as directed by the Commission in keeping with a managerial position.

### KNOWLEDGE, SKILLS AND ABILITIES

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

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

### QUALIFICATIONS -LICENSES

#### Minimum

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

Desired upon hire or ability to obtain after hire.

- Pool and water testing certification
- Completion of NH Liquor Commission T.I.P.S. course

## 2024 Recreation Management Agreement

### Attachment B



# Waterville Estates Association

## Annual Operating Schedule by Facility

### Community Center:

1. Open daily (same hours for outdoor facilities)
  - a. Monday – Thursday: 10 a.m. to 8:00 p.m.
  - b. Friday & Saturday: 10:00 a.m. to 10:00 p.m
  - c. Sunday: 10:00 a.m to 8:00 p.m
2. CLOSED for Holidays – Easter, Thanksgiving, Christmas.
3. Subject to closure for Severe Weather events/safety concerns by WEVD Management.
4. Indoor concession operations – Mountain View Lounge (beverages, snack food), Food Service for special events.
5. Outdoor facilities = Basketball Courts, Tennis Courts, Multi-Use Court, Sand Volleyball, Pond & Beach, Pools and Hot Tubs.
6. Outdoor pools, hot tubs only
  - a. Open daily Memorial Day weekend through END OF SEPTEMBER OR END OF COLUMBUS DAY WEEKEND
  - b. Heating pools and hot tubs from Memorial Day Weekend through END OF SEPTEMBER OR END OF COLUMBUS DAY WEEKEND
7. Summertime Concession Operations (outdoors, poolside)
  - i. Dates:
    1. Memorial Day weekend, limited menu
    2. Fourth Week of June through Labor Day Weekend

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- ii. Hours of concession service:
  - 1. Friday: Noon to 8 p.m.
  - 2. Saturday: Noon to 8 p.m.
  - 3. Sunday: Noon to 5 p.m.
  - 4. Extended to Monday – Thursday 4<sup>th</sup> of July Weekend/week

### 8. Community Center special events to include but are not limited to:

- a. Live music/DJ at pavilion and/or poolside
- b. Country Western Day
- c. Fourth of July celebration
- d. Pirate Day
- e. Fishing Derby
- f. Wine/beer tastings
- g. Trunk or Treat (or at Campton Mountain depending on weather)
- h. Comedy Night
- i. BBQ on lawn

### CAMPTON MOUNTAIN:

- 1. Ski Operations – snow and weather dependent – Mid December through March
  - a. Thursday: 3:00 p.m. to 9:00 p.m.
  - b. Friday: 10:00 a.m. to 4:00 p.m.; 5:00 to 9:00 p.m.
  - c. Saturday: 10:00 to 4:00 p.m.; 5:00 p.m. to 9:00 p.m.
  - d. Sunday: 10:00 a.m. to 4:00 p.m.
  - e. Christmas Vacation Week: Monday – Thursday 10:00 a.m. to 4:00 p.m.; 5:00 to 9:00 p.m. in addition to regular schedule
  - f. MLK Weekend – extend Sunday to include 5:00 p.m. to 9:00 p.m.
  - g. Mass Vacation Week: Monday – Thursday 10:00 a.m. to 4:00 p.m.; 5:00 to 9:00 p.m. in addition to regular schedule
  - h. NH Vacation Week: Wednesday 10:00 a.m. to 4:00 p.m.; Thursday 10:00 to 4:00 p.m.; 5:00 p.m. to 9:00 p.m. in addition to regular schedule
  - i. WEVD Management to determine if weather conditions and snow conditions will cancel ski operations
- 2. Ski Lodge Operations

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- a. When skiing open, Lodge follows the same schedule with the exception of staying open until 10 p.m.
  - b. If ski lifts are not running, the Lodge will be open evenings only from 5:00 p.m. to 10:00 p.m.
3. Ski Lodge Special Events to include but are not limited to:
- a. Live Music/DJ
  - b. Trivia Contests
  - c. New Year's Eve Celebration
  - d. Ski Race(s)
  - e. Cardboard Box Derby

*All dates and times subject to change due to weather and unpredictable situations, at the discretion of the WEA Board of Directors.*

## **2024 Recreation Management Agreement**

# APPENDICIES

# TITLE III

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

### CHAPTER 35-B

#### PUBLIC RECREATION AND PARKS

##### Section 35-B:1

**35-B:1 Establishment and Management.** – Any town, city, county, village district or school district acting through its governing body, may either independently or in conjunction with the United States, the state of New Hampshire, or any other political subdivision acquire land within or without its jurisdiction by gift, purchase or lease, for a public recreation and park area and may prepare, equip, and maintain said land for said purpose. Said town, city, county or district may establish a system of reasonable fees and charges thereon; may conduct and promote leisure-time activities thereon. In connection therewith, any such town, city, county, or district may construct, reconstruct, equip, operate, and maintain any recreation building or recreation support facility; and may employ an administrative officer and such other persons as it deems necessary to carry out the provisions of this chapter. Any town, city, county or district shall have the power to jointly enter into any contract with any organization or organizations for the purpose of conducting leisure-time programs, acquiring recreational lands or facilities, or exercising any other power granted by this chapter.

**Source.** 1979, 185:1, eff. Aug. 5, 1979.

# TITLE III

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

### CHAPTER 35-B

#### PUBLIC RECREATION AND PARKS

##### Section 35-B:2

###### **35-B:2 Tax and Appropriations. –**

Any town, city, county, village district or school district may raise annually revenues and appropriate funds for the purpose described in RSA 35-B:1 and also may raise such sums when the land upon which such activities are conducted belongs to or is leased by the state. The money necessary to pay for lands or other recreation purposes described in RSA 35-B:1 may be raised and appropriated by the board or body having control over the finances of a political subdivision by the following methods:

- I. General taxation, as other taxes are raised and levied or by the issuance of temporary loan bonds or by the issuance of permanent bonds to the extent, and with the authority authorized by existing law.
- II. By fees and charges for recreation park services and facilities. All revenue from such fees and charges may be deposited into a special fund established for such purposes pursuant to RSA 31:95-c, or into a recreation revolving fund established by vote of the legislative body. If such a recreation revolving fund is created, the money in the fund shall be allowed to accumulate from year to year, and shall not be considered part of the political subdivision's general surplus. The treasurer of the political subdivision shall have custody of all moneys in such fund, and shall pay out the same only upon order of the recreation or park commission, or other board or body designated by the local legislative body at the time the fund is created. Such funds may be expended only for the purposes of this chapter, and no expenditure shall be made in such a way as to require the expenditure of, or create a liability upon, other town funds which have not been appropriated to that purpose. If such recreation revolving fund is rescinded by vote of the legislative body, any remaining amounts in the fund shall become part of the general fund accumulated surplus.

**Source.** 1979, 185:1. 1993, 161:1, eff. July 23, 1993. 2012, 181:3, eff. Aug. 10, 2012.

# TITLE III

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

### CHAPTER 52

#### VILLAGE DISTRICTS

##### Section 52:1

###### **52:1 Establishment. –**

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

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

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

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