

BOARD OF SELECTMEN MEETING
October 24, 2023
MINUTES

Present: Shawn Talbot (Chair), Jason Somero, Lou Alvarez, Debbie Deaton (Town Administrator)
Also present: Steve Beaulieu

5:00 Open Meeting with the Pledge of Allegiance

5:05 Parks & Rec-Mindy Buxton:

- Mindy stated she had spoken with Peter Somero regarding the roof at the pool house and the filter house. They received 3 quotes and Superior Roofing was the lowest (\$7,200 filter house and pool house was \$13,000), Vaillancourt was \$27,999 and Prime was \$15,000 for the pool house only. She asked if the funds could come from the GGB maintenance line. Shawn asked if there was enough in there to use it because they already promised money for repairs at the Fire Department.

Mindy said she had originally spoken to Shawna about this and the cost would be divided between rec, pool & GGB. Shawn asked her to print out all 3 quotes and figure out the funding mechanisms.

Jason asked if one roof was worse than the other. Mindy replied the filter house is falling apart and needs repair. There is a hole in the floor and is sinking so it's causing the building to shift. Mark Hopkins had proposed removing the addition and rebuilding it with wood and is getting quotes for this. There are also holes in the roof so at the very least, it needs to be repaired.

She said the pool house should probably be done first because the building isn't shifting. There has been a lack of maintenance over the years so both buildings are showing it. She added this has been an issue for years. Jason said he feels it should all be done at once. If the structures are bad, there's no sense putting a roof on. Patch the roof this year and do the rest of it next year.

Mindy said she will schedule a proper presentation in the near future.

- Mindy said she has a proposal for Parks & Rec to put up lights for the upper field (softball). They have been fund raising for this. This is for the betterment of the sports program. It would allow players to have practices later in the day. The money in the revolving accounts comes from sports and she proposes using the funds from these revolving accounts to pay for the cost above what has been collected from fund raising, which is approximately \$15,000. She said these funds would not be used unless the project is approved by the ZBA and BOS. There is approximately \$86,000 in the revolving fund. Shawn said he feels using the funds will supplement all of the hard work they have done fund raising. The Board agreed unanimously to this.

5:30 River Road:

Present: Stan Zabierek, Craig Smeeth, Annmarie & Robert Fournier, Louis DelPapa, Jim Hicks

Craig began by stating the removal of the weight limits on River Road two years ago have caused the residents to suffer. Jim Hicks added the causeway was going to be raised a few years ago but it proved too costly so it wasn't done. The residents came in and asked for an ordinance regarding weight limits on the road. The State recommended they keep the large trucks off the road. There are 18 wheelers constantly going down there (most of them, above the speed limit). River Road is highly used for pedestrians, horses and runners. At a Public Hearing, the ordinance passed but it was removed in 2021 without a public hearing.

The residents believe we are shortening the life of the road by allowing trucks use it constantly.

Jason said the police pulled over a few truck drivers but didn't have any authority to enforce the weight limit signs so they ordinance was rescinded. The sign said no through trucking but the police don't know who is doing business on the road or who is using it as a cut through.

Louise stated the summer is the worst. The large trucks are constantly speeding down the road. Robert Fournier added the ordinance says it is closed to through trucking so if a truck is doing business on the road, they can use it. He added parts of the road are pretty narrow.

Jason asked if they thought there are other roads that should have the weight limit signs. Louise responded they only care about River Road. Mr. Fournier asked if anyone has complained from any other road that had the weight limits removed. Jason replied he hasn't heard from anyone.

Craig and Louise said the trucks should be using Ashby Road, not River Road. Craig added the trucks are rumbling because they go so fast and doing damage to their houses. He asked the Board to reconsider removing the weight limits on River Road. Craig added they also need restrictions and enforcement on the speeding.

Shawn said they would take it into reconsideration. Jason wondered if the traffic increased on River Road after the weight limit posting was removed. The residents feel it has. Jason said he will go down there with Peter Somero to take a look at it.

Craig asked when they should expect to hear back regarding this. Jason replied within 2 weeks.

6:00 Budget Line Items:

Debbie asked if the Dropbox, Adobe & Zoom should be removed from the BOS budget and added to the Planning Board. The Board agreed.

Jason mentioned the Legal Budgets and if they should be moved to each department. Debbie said she thought they should all be left in Legal but each board should have their own budget. She added Assessing also uses legal but don't have their own line.

Shawn added in the past, the Administrator was used as a road block for legal advice. If anyone needed to talk to an attorney, they had to get permission from the Administrator. He feels this is wrong and each board should be responsible for their own legal budget. There was some discussion regarding where the legal line items should go. The Board decided the legal line should be included in each department budget and will hold them more responsible for the line item. A legal line should be added to the Assessors also.

Debbie will inform the Finance Advisory Committee of the decision.

6:12 Round Table Discussion:

- Debbie said the warrant has been run, signed and sent to the printer. They will be mailed out no later than 10/31/23.

- Debbie presented a letter she received from New England Forestry (attached) regarding utilizing Hubbard Pond Road and Timbertop for removing trees in Annett State Park. This is a continuation of a project that was put on hold a couple of years ago. Debbie had corresponded with her regarding a bond and the State has a \$10,000 bond which can't be released until the Town signs off on the condition of the road after the completion of the project. Shawn suggested someone video the road before and after the project is complete so we can note if anything is compromised.

- Debbie received a quote of \$910 for a hand held credit card machine that can be used at the Transfer Station. Steve will be in contact with Clerkworks to see if it can be used in conjunction with the software he wrote.

- Shawn said he received an email asking for advisory budget committee members for the school board and encourages listeners to volunteer. If they are interested, they can email Julie Lampinen at jlampinen@mascenic.org.

Shawn made a motion to break for 30 minutes until the 7:00pm Public Hearing regarding the acceptance of Old Beaver Road.

7:00 Public Hearing: Old Beaver Road Acceptance Discussion:

Present: Vinny Carbone, Marcus Bredeson, Jim Coffey, Dennis Howe, John & Kathy Root, Ray Lackwitz, Ray Christian

Shawn opened the Public Hearing for public comment:

John Root stated they had an official vote among the 16 homeowners. There are 15 residents who responded in the affirmative and 1 resident hasn't responded. He sent the requirements of the HOA for voting.

He added the residents are in agreement of the 50/50 split no matter what the cost is. The residents are aware of the Betterment tax and are also aware that the HOA is responsible for plowing this winter.

He suggested the acceptance date can be effective as of August 1, 2024.

Jim Coffey stated he is in favor of accepting the road but is opposed to the taxpayers footing half of the bill. He feels it is inappropriate. He feels all roads being brought up to town standards is the responsibility of the developer and not the town's. This could be put on a separate warrant article for residents to vote on and included the 50/50 split.

Dennis stated there was a bond for the completion of the road by the developer and the bond was released by the Planning Board. John added the town had let the bond lapse and the 2nd developer got approval from the Planning Board to leave the road as is. He added the residents are trying to work with the Board to get the road to where it needs to be. He added he feels this is a reasonable agreement because part of the issue was an error by the town.

Shawn did a call and a second call for public comment. Hearing none, he made a motion to close the public comment portion of the hearing. Lou seconded the motion and it passed unanimously.

Shawn said we've had numerous public hearings and open public meetings regarding this, discussing all points and have heard no concerns.

Shawn said he understands the reason for a warrant article and asked Lou and Jason if they had any concerns or comments. Jason asked what happens if the road warrant articles fail. Debbie said nothing would be getting paved if the warrant articles fail. Shawn replied we are not committing to a time frame for bringing the road to Class V standards at this time and added the road is in good shape right now. Jason asked if there was any timeframe discussed with the HOA. John replied only of acceptance, not of when it will be paved/upgraded. They are just trying to turn it over, they understand the cost and are not holding the town to a timeframe for the upgrade. He added this is not time critical as far as the upgrade goes. They understand the costs and are willing to put down a significant down payment. He said he doesn't assume the town will levy the betterment until the road has a plan to be upgraded. They are not looking for a new road, they are looking to have the road accepted. Jason said that is exactly what he is looking for, that the town isn't bound to upgrade the road in 2024.

Jim said they can add the 50/50 split to a warrant article. Town meeting should have a say. John replied if it goes on a warrant article, they do not agree to the 50/50 split. It would be 100% the town's responsibility like every other road that has been on a warrant article. This is an opportunity to cost share with the Town. He feels it is in the best interest of the Town to do the split.

Lou said there were errors made by the Town which is why we are agreeing to the 50/50 split. The residents there have been paying taxes the same as everyone else and not getting the road plowed, etc. The base coat was put in but the topcoat was never put on but was signed off on by the Planning Board. Error number 2

was the town allowed the bond to lapse. During the past years, the base coat has held up very well. The Town has to accept the repercussions of their errors.

Jason asked if they have a cap on the cost. John replied the HOA agreed to a \$240,000 total max. They will give the Town a \$20,000 deposit which would leave \$100,000 to split between the 16 homeowners. If the cost would be substantially over that amount, they would have to have an HOA meeting to see if everyone is still agreeable.

Shawn added the Board had done a site walk with the DPW directors during the summer and the road seems to have held up extremely well. The culverts, drainage and base coat are in very good shape. John added it is a quality road and well-constructed.

Shawn made a motion to approve the petition presented to the Board of Selectmen on June 20, 2023 for the acceptance of Old Beaver Road. This acceptance will become effective August 1, 2024. A Betterment tax will be assessed to all residents on Old Beaver Road and Arrowhead Drive. The assessment will be 50% of the cost to bring the road up to Class V standards as required. The final amount will be determined when the Paving Bid is awarded. There is no set expectation of which paving cycle this road will be upgraded. If the cost exceeds \$240,000, the HOA and BOS will reconvene to discuss the terms.

Lou seconded the motion and it passed unanimously.

Shawn closed the Public Hearing.

Shawn wanted to thank everyone who supports Parks and Rec.

There will be no meeting on Halloween. There was some discussion regarding the Board handing out candy at the Town office.

At 7:50, Shawn made a motion to adjourn. Lou seconded the motion and it passed unanimously.

Respectfully submitted,

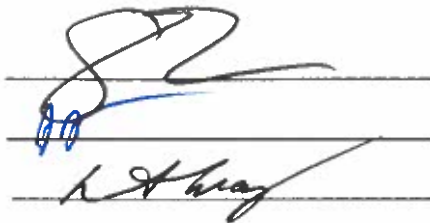
Debbie Deaton
Town Administrator

Minutes approved by BOARD OF SELECTMEN

Shawn Talbot, Chairman:

Jason Somero:

Lou Alvarez:

The image shows three handwritten signatures in black ink, each written over a horizontal line. The first signature is for Shawn Talbot, the second for Jason Somero, and the third for Lou Alvarez. The signatures are stylized and cursive.

TOWN OF NEW IPSWICH

661 Turnpike Road
New Ipswich, NH 03071



TOWN ADMINISTRATOR

September 2, 2021

Ingeborg Seaboyer, Forester III
NH Division of Forest and Lands
Caroline A. Fox Research & Demonstration Forest
Hillsborough, NH

Sent by email to: foxforest@dnr.nh.gov

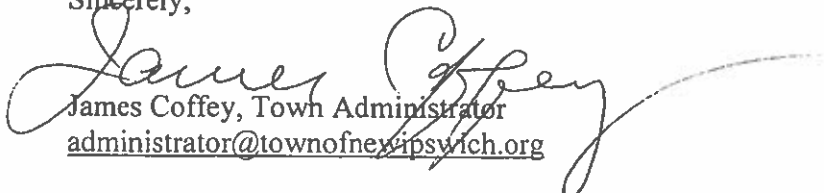
Subject: Timber Harvest by State of New Hampshire utilizing Hubbard Pond and Timbertop Roads to reach Route 124.

Dear Ms. Seaboyer,

The New Ipswich Selectmen and Public Works Director have reviewed your correspondence dated August 12. At this time they are satisfied with a \$10,000 road bond to ensure that Timbertop and Hubbard Pond Roads are left in a condition as good or better than at the start of operations. We also are concerned with school bus operation and would like to limit heavy trucking during periods that the buses are in operation on the two roads. At this time I do not have specific times from SAU 87.

The success of this operation relies on communication and cooperation between all interested parties. It is our goal to help facilitate a safe operation that does not cause any damage to our roads and also helps provide for an efficient operation.

Sincerely,


James Coffey, Town Administrator
administrator@townofnewipswich.org

cc: BOS

Peter Goewey, Public Works Director



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Forests and Lands

172 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301
PHONE: 271-2214 FAX: 271-6488 WWW.NHDFL.ORG

Shawn Talbot, Chairman
Board of Selectmen
Town of New Ipswich
661 Turnpike Road
New Ipswich, NH 03071

August 12, 2021

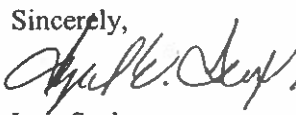
Dear Selectman Talbot:

Per our letter you were cc'd on of May 25, 2021, the New Hampshire Division of Forests and Lands is planning a 59 acre commercial timber sale at Annett State Forest to pre-salvage red pine infested with Red Pine Scale. The timber sale showing will be in late September. One Unit of the project area must be accessed off Annett Road from the east via Hubbard Pond Road and Timber Top Road in New Ipswich. When we last accessed this portion of Annett for a timber sale – in 2010 – the Select Board required a road bond and we would like to clarify things for our timber sale prospectus and contract.

I have discussed this project with your Public Works Director Peter Goewey, and he suggested I wait to contact you until the sale had been marked and I had sound estimates for the volumes and anticipated number of loads which will be traversing New Ipswich town roads. We estimate 282 m.b.f. of saw-logs (roughly 40 loads) and 268 ton of pulp or chips (roughly 20 loads) will be leaving this 22.5 acre Unit; if chipping is done there could be an additional 40 loads of chips.

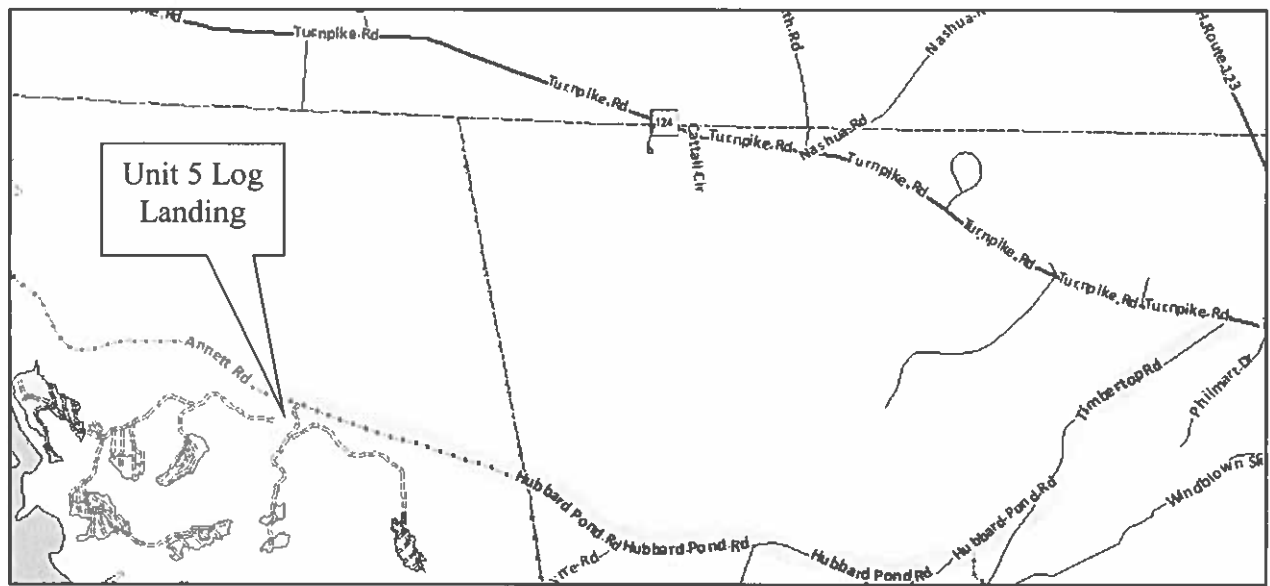
The timber sale will have a requirement for operating on dry or frozen ground, and while we anticipate the unit accessed from New Ipswich will be completed this coming winter, ground conditions could push it to next year with an operational period after August 15, 2022. Since 2010 we have made changes to our standard performance bonds, allowing for higher bonds depending on the circumstances. On recent timber sales we have added language to our contracts when towns have concerns about roads – for instance for this sale we can include: *“The Purchaser’s \$10,000 performance bond shall be held until the New Ipswich Director of Public Works confirms that Hubbard Pond and Timbertop Roads have been left in a condition as good as or better than at the start operations.”* This has been working well as an acceptable alternative to a separate road bond requirement.

If you have any questions or comments I can be contacted at Fox Forest in Hillsborough at (603) 464-3453 or via email at foxforest@dnr.state.nh.us. Thank you for your attention to this matter, and I look forward to hearing from you,

Sincerely,

Inge Seaboyer
Forester III

Attachments

Cc: Scott Rolfe, Regional Forester
P1-662 Project File



Unit 5 Log Landing and truck route (yellow highlighter).

From: [Seaboyer, Ingeborg](#)
To: [Town Administrator](#)
Cc: [HighwayDept](#); [Rolfe, Scott](#)
Subject: RE: Timber Cut-Hubbard Pond Road
Date: Tuesday, October 24, 2023 2:06:16 PM

So it isn't a separate bond held by the town, it is the State's performance bond and it isn't released until the sale is completed – which in this case includes the town signing off on the roads.

Inge Seaboyer, Forester III

NH Division of Forests & Lands

Caroline A. Fox Research & Demonstration Forest

(603) 464-3453

Please note new email addresses

foxforest@dn-cr.nh.gov

Ingeborg.v.seaboyer@dn-cr.nh.gov

From: Town Administrator <townadmin@newipswichnh.gov>
Sent: Tuesday, October 24, 2023 2:02 PM
To: Seaboyer, Ingeborg <Ingeborg.V.Seaboyer@dn-cr.nh.gov>
Cc: HighwayDept <HighwayDept@townofnewipswich.org>; Rolfe, Scott <Scott.K.Rolfe@dn-cr.nh.gov>
Subject: RE: Timber Cut-Hubbard Pond Road

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

I will forward the information to the Selectboard tonight. I think you said they released the bond. Will they be getting another one?

Debbie Deaton

Town Administrator

661 Turnpike Road

New Ipswich, NH 03071

603-878-2772 ext. 422

From: Seaboyer, Ingeborg [<mailto:Ingeborg.V.Seaboyer@dn-cr.nh.gov>]
Sent: Tuesday, October 24, 2023 1:57 PM
To: Town Administrator <townadmin@newipswichnh.gov>
Cc: HighwayDept <HighwayDept@townofnewipswich.org>; Rolfe, Scott <Scott.K.Rolfe@dn-cr.nh.gov>
Subject: FW: Timber Cut-Hubbard Pond Road

Debbie – Per our phone conversation regarding the completion of the timber sale at Annett State Forest which accesses via Hubbard Pond and Timber top Roads – the original contract date was extended to March 2024 to complete the small remaining portion of the project.

Attached is the initial letter to the Selectboard from August 2021 and response from Jim Coffey. We did indeed include a stipulation in the timber sale contract that: *"The Purchaser's (E&F Wood of Woodstock Valley CT) \$10,000 performance bond shall be held until the New Ipswich Public Works Director confirms that Hubbard Pond Road and Timbertop Road has been left in a condition as good as or better than at the start operations."*

Jim also got me the bus schedule info so trucks could avoid times when kids would be waiting at bus stops:

Monday – Friday

06:45-0700

08:05-0830

14:54-15:10

15:55-16:10

(Which I hope is still correct?)

I see no seasonal limitations referenced in any of the correspondence (no doubt because of the bond, and as you said, frozen ground is elusive now-a-days!) Obviously we will not allow operations unless ground conditions (including for roads) are favorable.

The remaining volume is approximately 72 mbf (about 12 loads) and 8 loads of pulp (which will be higher IF they get a subcontractor who chips... possibly another 16 loads).

If you or Peter have any questions please contact me via my cell phone 603-419-0209.

Thank you,

Inge Seaboyer, Forester III

NH Division of Forests & Lands

Caroline A. Fox Research & Demonstration Forest

(603) 464-3453

Please note new email addresses

foxforest@dnrcr.nh.gov

Ingeborg.v.seaboyer@dnrcr.nh.gov

From: Administrator <administrator@townofnewipswich.org>

Sent: Thursday, September 2, 2021 12:02 PM

To: Seaboyer, Ingeborg <Ingeborg.V.Seaboyer@dnrcr.nh.gov>

Subject: Timber Cut-Hubbard Pond Road

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Inge,

Attached is our response to your letter dated August 12, 2021.

Please let me know your receipt of the letter.

Cheers,
Jim

James Coffey
Town Administrator
Town of New Ipswich, NH
(603) 878-2772 x422
administrator@townofnewipswich.org

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Board of Selectmen

ATTENDANCE SHEET

October 24, 2023

Old Beaver Road

[illegible]

Old Beaver Road Transition
Homeowner's Vote
Record

Last Names	First Names	Street Address	Vote Via	Date Vote Recorded	Vote to Transition 1=Y / 0=N
Benoit	Patrick and Meghan	62 Old Beaver Road	In Person	4-Oct-23	1
Bickford	Brian and Tamara	41 Old Beaver Road	Email	12-Oct-23	1
Bredeson	Marcus and Meghan	51 Old Beaver Road	In Person	12-Oct-23	1
Bredeson	Glenn and Monica	57 Old Beaver Road	In Person	12-Oct-23	1
Carbone	Vinnie and Lisa	31 Arrowhead Lane	In Person	12-Oct-23	1
Christian	Ray	22 Old Beaver Road	In Person	12-Oct-23	1
Duden	George and Spenser	30 Old Beaver Road	In Person	12-Oct-23	1
Howe	Dennis and Denise	54 Old Beaver Road	In Person	12-Oct-23	1
Hughes	Maryann	49 Old Beaver Road	Email	12-Oct-23	1
Jackman	Charlie and Irene	9 Old Beaver Road	Telephone	24-Oct-23	1
Lackwitz	Raymond and Patricia	25 Old Beaver Road	In Person	4-Oct-23	1
Pogorzelski	John and Liz	17 Old Beaver Road	In Person	4-Oct-23	1
Renaud	Patrick and Nancy	20 Arrowhead Lane	Email	4-Oct-23	1
Root	Kathy and John	59 Old Beaver Road	In Person	12-Oct-23	1
Rountree	Kenneth and Michelle	66 Old Beaver Road	Pending Response		
Satterfield - Daley	Bernard and Dee	30 Arrowhead Lane	In Person	12-Oct-23	1
Total:					15
Percent for Yes:					94%

I certify the voting record shown above is accurate



Digitally signed by John Root
DN: cn=John Root, o=Oakwood Common Homeowners Association, email=John.Root@gmail.com, c=US
Date: 2023.10.24 10:05:11 -0400

John Root
President, Oakwood Common Homeowners Association

From: OAKWOOD COMMON HOME OWNERS ASSOCIATION (HOA)

59 Old Beaver Road

New Ipswich, NH 03071

To: Town of New Ipswich - Selectmen

New Ipswich, NH 03071

Date: 06/20/2023

Subject: Notice of Road Dedication for Old Beaver Road

This letter serves as notice that the Oakwood Common Homeowners Association whose mailing address is 59 Old Beaver Road, New Ipswich, NH 03071 wishes to dedicate Old Beaver Road to the Town of New Ipswich and accept the road as a town road (class 5).

The HOA Board of Directors along with all homeowners has voted in agreement to dedicate the road as described above.

John Root

President

Oakwood Common Home Owners Association

(716) 200-2570

Attachments:

Survey Map – Subdivision Plan of Land

Survey Map – Phasing Plan

Planning Board Meeting Minutes (Apr 1, 2015) – Road Status

PLANNING BOARD MEETING
APRIL 1, 2015

PRESENT: Ed Dekker, Chairman, Tim Jones, Liz Freeman, Bert Hamill, Ned Nichols, Woody Meiszner, Joanne Meshna
PUBLIC: Deirdre Daley

The meeting was called to order at 7:00 p.m. at the Town Office.

Bert made a motion to approve the minutes of the March 24, 2015 meeting. Ned seconded the motion and it passed with Liz abstaining.

Hemlock Hills: A condition of approval of Hemlock Hills subdivision in 2002 was the posting of security for the construction of a fire pond and road to the approved lots. Hemlock Hills had submitted a Covenant and Agreement which allows suspension of the requirement for the continued posting of security until such time as the developer completes the construction of infrastructure or obtains approval from the Planning Board for an alternative to a fire pond. The Agreement specifies Hemlock Hills shall not apply for building permits for the approved lot and no building permits shall be issued. The Board approved the Covenant and Agreement.

San-Ken Homes, Inc.: Attorney Kinyon forwarded to the Board an email outlining an escrow agreement between the Attorney General's office and San-Ken Homes, Inc. regarding the subdivision on Old Beaver Road. The Attorney General is requiring San-Ken to add a second layer of asphalt upon the existing base layer in a thickness of 1.5 inches and to put \$50,106 in a cash escrow account, bond or irrevocable letter of credit. The agreement states that San-Ken will complete the road improvement in a reasonable and timely manner as reasonably acceptable to the Town of New Ipswich Road Agent or the Town of New Ipswich's consulting engineer, Brown Engineering, LLC. Once that is received, the bond will be released to San-Ken.

Ned stated that the Planning Board made a decision regarding Old Beaver Road to not require a top coat, and the Board should not get involved at this point. Mr. Lehtonen stated the final coat will be done when the last house is built. Three houses have been built and they are working on three more.

It was decided the issue of the approval of the top coat was for the Selectmen to handle by having the Director of Public Works or Town Engineer inspect the road. San-Ken was asked to come to the Selectmen's meeting on Tuesday evening.

Election of Officers: Bert made a motion to nominate Ed as Chairman. Liz seconded the motion and it passed with Ned abstaining. Bert made a motion to nominate Liz as Vice Chairman. Tim seconded the motion and it passed with Ned abstaining.

Road bonds: Liz suggested the Board go back to the road bond amendments that was discussed previously but never finished. Ned, Bert and Liz will send to members the information they had collected/prepared.

Betterment Assessment Procedure

As with the layout process (see Chapter 2), the betterment assessment process is complex, and therefore local officials should work closely with the municipal attorney when betterment assessment is contemplated. Indeed, except in the case of reclassifying a Class VI highway (RSA 231:22-a, IV), the betterment assessment law must be combined with the layout procedure, making it doubly important to follow all the procedural requirements.

Hearing on Detailed Plans. The select board holds a hearing at which “details of the proposed construction, reconstruction or repairs, and the estimated costs thereof” must be revealed and explained in enough detail so that abutting property owners can decide whether to accept the proposed assessments. Notice of this hearing must be served at least 14 days prior upon all owners either abutting or served by the road and certainly upon anybody who is going to be charged the betterment assessments. The statute doesn’t provide for how the notice should be served on the property owners, but using the same procedure as for layouts, as described in RSA 231:10 (see Chapter 2), is recommended. This hearing can be combined with the layout hearing at which the select board determines the “occasion” for the layout, although there is no requirement to combine the hearings. It’s unlikely that all the design work needed to present the degree of detail required at a hearing under RSA 231:28 will be completed at the time of the first hearing on a layout petition, so there is nothing wrong with holding a second hearing to present this detail.

Abutters’ Petition. RSA 231:28 provides that layout (construction) can begin 10 days after the betterment hearing unless a majority of the landowners abutting or served by the road present the select board with a petition not to conditionally lay out the highway. The reason for this counter-petition will normally be because the owners refuse to pay the costs estimated at the hearing. A valid counter-petition is one signed by owners of a majority of the number of lots subject to the betterment assessment.

Apportionment. RSA 231:29 provides that the select board must decide the following: whether all or only a part of the total cost will be assessed against the owners; how the burden is to be distributed among the owners (some parcels may be benefited more than others); and whether to prorate the assessments—up to 10 years is permitted. The statute does not require that these decisions be made before the hearing, but for due process reasons it is highly advisable, so the landowners have as much information as possible and can meaningfully evaluate whether to counter-petition.

Collection. All betterment assessments constitute a permanent lien on the benefited property. RSA 231:30. The select board commits the betterment assessment cost to the collector of taxes with a warrant, just as with property taxes, and the collector has all the same collection remedies, including interest, costs, and tax deeding. RSA 231:31. The select board can abate betterment assessments for good cause upon a petition filed within 2 months of the notice of tax by a person who is “aggrieved” by the assessment. RSA 231:32.

One factor influencing the select board’s decision on a request for a layout subject to betterment assessments will be the value of the property being specially assessed. In *Rockhouse Mountain Property Owners Ass’n v. Conway*, 133 N.H. 130 (1990), the New Hampshire Supreme Court upheld a refusal of the select board to lay out private paper streets as highways subject to betterment assessments, in part because the amount of the assessment in some cases exceeded the value of the lots themselves.

GENV)
THOMAS B. Doyk

7030428

2007 MAY -7 AM 8:31

11 SUMMER ST
CHELMSFORD MA 01824

DECLARATION OF COVENANTS - FIRST AMENDMENT

15
2 -
20 - This First Amendment is made this 25th day of April, 2007, by 112 Chestnut Street, LLC, a Massachusetts limited liability company of 42 Nashua Road, Pepperell, Massachusetts registered as a foreign LLC qualified to do business in New Hampshire with a New Hampshire address of 125 New Ipswich, New Hampshire (the "Declarant").

WHEREAS, prior hereto H.G.A. Ltd., ("H.G.A.") a Massachusetts corporation, with an address at 125 Reedy Meadow Road, Groton, Massachusetts was the owner of the real property described on Exhibit A hereto (the "Premises"); and

WHEREAS, as such owner of the Premises, H.G.A. executed a Declaration of Covenants concerning the Premises dated December 5, 2005 and recorded with the Hillsborough County Registry of Deeds, Book 7595, Page 463; and

WHEREAS, prior hereto HGA has sold and transferred to Declarant all of its right, title and interest, in fee simple, to the Premises by Warranty Deed dated December 5, 2005 and recorded with the Hillsborough County Registry of Deeds in Book 7595, Page 471; and

WHEREAS, Declarant has by virtue of such title transfer to the Premises become the Declarant of the Declaration of Covenants and desires and intends to amend same.

NOW, THEREFORE, Declarant hereby and by this instrument amends the Declaration of Covenants as follows:

1. The provisions of ARTICLE II, General Restrictions, Paragraph 9 shall be amended to read as follows:

"9. Residences shall have a fifteen (1500) hundred square foot minimum and two (2) car garage minimum."

2. In all other respects the Declaration of Covenants are hereby affirmed and republished.

IN WITNESS WHEREOF Declarant, 112 Chestnut Street, LLC has caused this instrument to be executed the day and year first above written.

112 Chestnut Street, LLC

By: Charles E. Watt, III
Charles E. Watt, III, Manager

BK 7844 PG 1015

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 26, 2007

On this 25th day of April, 2007, before me, the undersigned notary public, personally appeared, Charles E. Watt, III, Manager of 112 Chestnut Street, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Lori M. Tomassian, Notary Public
My Commission Expires: 1-18-2013



BK7844PG1016

EXHIBIT A

THE PREMISES

Lots 1 through 16 (inclusive) shown on a plan of land entitled "Subdivision Plan of Land, Tax Map Lot 5B-18, Ashburnham Road, OAKWOOD COMMON, New Ipswich, New Hampshire, Scale 1" = 100', January 4, 2005, Meridian Land Services, Inc." which Plan was recorded on June 15, 2006 (2 sheets) as Plan No. 34794, Drawer 162, at the Hillsborough County Registry of Deeds together with the roadways shown thereon.

BK7844PG1017

OAKWOOD COMMON HOMEOWNERS ASSOCIATION, INC.

BYLAWS

ARTICLE I

NAME: DEFINITIONS

Section 1. "Association" shall mean and refer to the Oakwood Common Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of New Hampshire.

Section 2. "The Property" shall mean the 16- lot subdivision known as "Oakwood Common" located in New Ipswich, New Hampshire, all as shown on that certain plan of land entitled "Subdivision Plan of Land Tax Map Lot 5B-18, Ashburnham Road, Oakwood Common, New Ipswich, New Hampshire dated January 5, 2004, last revised 6/17/05 by Meridian Land Services, Inc." and recorded at the Hillsborough County Registry of Deeds (the "Registry") as Plan # 34794 (the "Subdivision Plan").

Section 3. "Common Property" shall mean and refer to that area of land designated to be the private roadway shown and depicted as "Old Beaver Road" on the Subdivision Plan.

Section 4. "Common Expenses" shall mean and refer to those costs necessary for the repair, maintenance, replacement and snow plowing/snow removal for the Common Property. In addition, Common Expenses shall also include the snow plowing/snow removal expense (but not the expense for repair, maintenance, and replacement) associated with the private driveway shown on the Plan as "Arrowhead Lane" which services Lots 5B-18-6, 5B-18-8, and 5B-18-9 on said Plan.

Section 5. "Members" shall mean the owners of each lot in the Oakwood Commons subdivision. Members are also sometimes referred to as Homeowners or Lot Owners or Owners herein.

Section 6. "Supplemental Declaration of Covenants and Restrictions" shall mean the document dated _____, 2015 recorded at the Registry at Book _____, Page _____ (the "Supplemental Declaration"). The Supplemental Declaration deals with the Common Property roadway and amends and modifies the original Declaration of Covenants dated December 5, 2005 recorded at the Registry at Book 7595, Page 463 (the "Original Covenants"). The Supplemental Declaration and the Original Covenants are together referred to as the "Covenants and Restrictions."

ADDRESS

The principal office of the Association shall be located on Ashburnham Road in New Ipswich, New Hampshire.

ARTICLE II

PURPOSE: BUDGET: ASSESSMENTS

Section 1. The fiscal year of the Association shall consist of the twelve month period commencing on August 1st of each year and terminating on July 31 of the following year, except that the first fiscal year shall begin at the date of organization and terminate on July 31 of the following year. The fiscal year herein established shall be subject to change by the Board of Directors, should corporate practice subsequently dictate.

Section 2. Each year the members shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the roadway, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Association, or these By-Laws and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable reserves as the Board of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and repairs. The Board of Directors will send to each Owner a copy of the proposed budget in a reasonably itemized form which sets forth the amount of the Common Expenses payable by the Owner, at least thirty (30) days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Association.

Section 3. The total amount of the estimated funds required for the operation of the Common Property set forth in the Budget for the fiscal year adopted by vote of the members shall be assessed against each Owner of a Lot in the Association, and shall be a lien against each Homeowner's Lot. On or before the first day of each fiscal year and the first day of each succeeding month in such fiscal year, each Homeowner shall be obligated to pay to the Association in equal monthly installments the budget assessment for such fiscal year made pursuant to the foregoing provisions. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall supply to all Homeowners an itemized income and expense statement. The amount accumulated in excess of the amount required for actual expense and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Homeowners in accordance

with each Homeowner's percentage of undivided interest in the Common Area, or by crediting same to the next successive monthly installment due from Homeowners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage in annual operating expenses shall, if the Board of Directors deems it advisable, be added according to each Homeowner's fractional share of undivided interest in the Common Area (that is, 1/16 for each Lot owned) to the installments due in the succeeding six (6) months after the rendering of the accounting.

Section 4. The Board of Directors shall build up and maintain an adequate operating reserve and a capital reserve for repair and replacement of the Common Property in accordance with the Supplemental Declaration . If the operating reserves are inadequate, the Board of Directors may levy a further assessment to address an actual deficiency after providing written notice of same to the Homeowners, as long as the amount does not exceed 15% over the budgeted amount. For greater amounts, the Board of Directors shall call a special meeting of the Homeowners for a vote requiring no less than 2/3 affirmative total member votes (in person or by proxy) in favor of addressing said deficiency(ies) by special assessment. Any such assessment shall be assessed against the Homeowners according to their fractional share of undivided interest in the Common Area (that is, 1/16 for each Lot owned) and may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Homeowners by a statement in writing giving the amount and reasons therefore, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Homeowners shall be obligated to pay the adjusted amount or, if the additional assessment is not payable in the installments, the amount of such assessments. Expenditures from the capital reserve fund require a vote with 2/3 of total member votes in the affirmative.

Section 5. When the first Board of Directors takes office, it shall propose a budget for the period commencing upon the first meeting of the Association and ending on the last day of the fiscal year in which their election occurs. Assessments shall be levied against the Homeowners during said period.

Section 6. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Homeowner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Homeowner shall continue to pay the annual (on a monthly basis, if desired) at the then existing annual rate established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered, showing the payment which is due under the new annual or adjusted budget.

Section 7. All Homeowners shall be obligated to pay the Common Expenses assessed by the Board of directors. No Homeowner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot. The purchaser of a Lot or other acquiring Homeowner by virtue of any transfer or other conveyance shall be jointly and severally liable with the transferring Homeowner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance without prejudice to the acquiring Homeowner's right to recover from the transferring Homeowner the amounts paid by the acquirer therefore; provided, however, that any such acquiring Homeowner or transferring Homeowner shall be entitled to a recordable statement from the Board of Directors setting forth the amount of the unpaid assessments against the transferring Homeowner and such acquiring Homeowner shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment in excess of the amount therein set forth. Failure to furnish or make available such a statement within seven (7) days from receipt of such request shall extinguish the lien for unpaid assessments. Payment of a fee of Ten (\$10.00) Dollars shall be required as a prerequisite for issuance of such a statement. If a mortgagee of a first mortgage of record or the purchaser of a Lot obtains title to the Lot as a result of a foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of a deed in lieu of foreclosure, such mortgagee or purchaser, his successors and assigns, shall not be liable for the payment of any more than six (6) months of Common expenses assessed prior to the acquisition of title to said Lot by said mortgagee or purchaser pursuant to the aforesaid remedies, and the Lot shall not be subject to a lien for same. Each Homeowner shall be responsible for Real Estate taxes payable to the Town of New Ipswich for the Homeowner's respective Lot as well as the Homeowner's undivided interest in the Common Areas.

Section 8. The Board of Directors and/or any Board Member individually on behalf of the Association shall take prompt action to collect any assessments for Common Expenses due from any Homeowner which remains unpaid for more than sixty (60) days from the due date for payment thereof. Since these By-laws are not recorded at the Registry, the Board of Directors may record a Notice of Lien for Unpaid Assessments at the Registry in order to put any prospective purchaser of a Lot on notice of the existence of a lien for unpaid assessments pertaining to that Lot..

Section 9. Members shall be all those lot owners as defined in ARTICLE 1 and shall be entitled to one vote for each Lot in which they hold the interest required for membership in ARTICLE 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the single vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

The initial 3-person Board of Directors shall be elected at the organizational meeting. Each Director shall be an Owner of one of the sixteen (16) single-family residences. No "non-owners" can be elected to the Board of Directors.

Section 10. Vacancies in the Board of Directors shall be filled by a majority of the remaining directors and any such appointed Director shall hold office until his successor is elected by the members, who may make such election at the next annual meeting or at any special meeting duly called for that purpose.

ARTICLE II

BOARD OF DIRECTORS

Section 1. The number of Directors of the Association shall be not less than three (3) or more than five (5). The initial Board of Directors shall be comprised of three (3) Directors. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or members by valid proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws. The names receiving the greatest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by any voting member at an annual or special meeting called for the purpose of electing directors.

Section 3. At the first annual meeting of the Homeowners' Association, three (3) Directors shall be elected. The terms of office of one (1) Director shall be fixed at one (1) year, the term of office of one (1) Director shall be fixed at two (2) years, and the term of office of one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective director, each successor shall be elected at subsequent annual or special meetings of the Homeowners' Association to serve a term of two (2) years. The Directors shall hold office until their respective successors have been elected and hold their first meeting.

Section 4. No Director shall receive any compensation from the Association for acting as such.

Section 5. The Directors are authorized to make decisions by majority vote to administer and uphold these By-laws and the Covenants and Restrictions. Approval of the Homeowner's Association is not needed to carry out the contracting and payment of work related to approved budget items.

ARTICLE II

BOARD OF DIRECTORS MEETINGS

Section 1. Quarterly meetings of the Board of Directors shall be called by the President and written notice shall be sent to all directors not less than fourteen (14) days prior to the meeting date.

Section 2. Special Meetings of the Board of Directors shall be held when called by any Officer or two (2) directors, after not less than fourteen (14) days' notice to each director.

Section 3. Three (3) Directors shall constitute a quorum to transact business.

ARTICLE II

OFFICERS

Section 1. The Officers of the Homeowner's Association shall consist of a President, a Vice President, a Treasurer and a Secretary. The President, Vice President, and Treasurer shall all be members of the Board of Directors; the Secretary may also be a member of the Board of Directors. A member of the Board of Directors may serve as more than one Officer. The foregoing notwithstanding, there shall always be one (1) Officer of the Association who is not a Director for the purpose of serving as an alternate to the Board of Directors in those instances when there is not a quorum of the Board of Directors.

Section 2. All Officers shall be elected annually by the Board of Directors. Except as hereinafter provided, all Officers shall hold office for one (1) year and until their successors are chosen and qualified.

Section 3. In the case of a vacancy in any office, the Board of Directors, provided they constitute a quorum, may appoint a person to fill such vacancy, and such person shall hold office until the next regular meeting of the Board of Directors at which time the office would ordinarily be filled, and until a successor is chosen and qualified.

Section 4. The President shall preside at all meetings of the Board of Directors/Membership Meetings, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all checks and all other written instruments including road repair and maintenance contracts and snow plowing contracts, provided that such checks shall also be signed by the Treasurer.

Section 5. The Vice President shall perform all duties of the President in his or her absence.

Section 6. The Secretary shall be exofficio secretary of the Board of Directors, and shall keep record of the votes and the minutes of all proceedings in a book to be

kept for the purpose. He or she shall sign all certificates of membership and shall keep the records of the Association. He or she shall keep record in a book for that purpose the names of all members of the Association together with their addresses as registered by such members. He or she will serve as an alternate on the Board of Directors.

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution by the Board of Directors shall not be necessary for disbursements made in the ordinary course of business for operating expense expenditures conducted within the limits of a budget adopted by the Board; provided, however, that the Board of Directors shall not be authorized to expend any funds beyond the operating budget or from the capital reserves without first obtaining the written consent of 2/3 of the total member votes. The Treasurer shall sign all checks of the Association, provided that such checks and notes shall also be signed by the President or Vice President.

Section 8. The Treasurer shall keep proper books of account. The Board of Directors may cause an annual audit or review to be made of the books of the Association. The Treasurer shall prepare an annual budget and balance sheet which shall be presented to the membership at its regular annual meeting.

Section 9. No officer shall receive any compensation from the Association for acting as such.

ARTICLE II

HOMEOWNERS' ASSOCIATION MEETINGS

Section 1. The regular annual meeting of the members shall be held in August of each year as the Board of Directors shall determine.

Section 2. Special meetings of the members may be called at any time by two or more Directors, or upon written request of one-fourth (1/4) of the members who have a right to vote.

Section 3. Notice of any meeting shall be given to the members by the Secretary either personally or by sending a copy of the notice through the mail at the address appearing on the books of the Association. Notice of any meeting shall be mailed/emailed based preference noted on member directory at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be discussed, excepting when the meeting is for an election, in which case Article VI shall govern. Meetings will be conducted using Roberts Rules of Order.

Section 4. Only motion language noticed on the agenda may be voted on at a meeting (if needed). Membership meeting items and motion language developed

outside of the notice requirements may be discussed, but must be voted on through written notice to members with approval of 2/3 of total members votes following the meeting. Voting for may be completed using electronic signature sent up to 2 weeks following a membership meeting.

Section 5. Meetings to handle catastrophic events (related to natural disaster or material damage restricting property access or member safety) may be called when deemed necessary by two-thirds (2/3) of the Members.

ARTICLE II

VOTING

Section 1. At all Association meetings of Members, each Member, as defined in ARTICLE I, Section 5, may vote in accordance with the provisions of Article III, Section 9. Votes to approve the budget or other motions brought to the Membership may be approved by 2/3 of total member votes via "in person" or "electronic signature".

Section 2. The books, records and papers of the Association shall be subject to the inspection by any member during reasonable business hours upon at least three (3) days' notice to the keeper of any Association records and papers.

ARTICLE IX

AMENDMENTS

Section 1. These ByLaws may be amended at a regular or special meeting of the members, by a 2/3 total member vote, provided that those provisions of these Bylaws which are governed by the Articles of Association of this Association may not be amended except as provided in the Articles of Association or by applicable law.

Section 2. In the case of any conflict between the Articles of Association and these ByLaws, the Articles of Association shall control.

IN WITNESS WHEREOF, we, being all of the Incorporators of the Oakwood Common Homeowners Association, Inc., have hereunto set our hands this _____ day of _____, 2015.

Date: _____