



TOWN OF
HAVERHILL

Town of Haverhill
and
Woodsville Fire District

AGREEMENT

Name of Municipality	Town of Haverhill, NH
Mailing Address of Municipality	2975 Dartmouth College Highway North Haverhill, NH 03774
Contracting Officer for the Municipality	Interim, Town Administrator
Telephone Number	603-787-6800
E-mail Address	townadministrator@haverhill-nh.com
Name and Title of Contract Signor	Interim, Town Administrator

Name of District	Woodsville Fire District
Mailing Address of District	4900 Dartmouth College Highway Woodsville, NH 03785
Principal Place of Business	Town of Haverhill, NH
Contracting Officer for the District	Kevin Shelton, District Administrator
Telephone Number	603-747-2442
E-mail Address	KevinShelton@WoodsvilleFD.com
Name and Title of Contract Signers	Steven Wheeler, District Commission Chair Paul Kidder, District Commissioner Thomas Mayo, District Commissioner

This AGREEMENT is made and entered into this 20th day of October 2025 by and between the Town of Haverhill, hereinafter referred to as "TOWN" and the Woodsville Fire District, hereinafter referred to as "DISTRICT".

That for and in consideration of the promises and agreements hereinafter made and exchanged, TOWN

and DISTRICT mutually agree as follows:

GENERAL PROVISIONS

1. **Scope of the Work.** DISTRICT shall perform all the work and shall provide and furnish all labor, materials, tools, and equipment required to perform maintenance to the roadways and associated infrastructure within the DISTRICT boundaries.
2. **Labor and Materials.** All labor, materials, tools, equipment, and services shall be performed under the direction and administration of the highway surveyor, or commissioners performing the duties of highway surveyor, in the DISTRICT in accordance with ruling legislation.
3. **Total Agreement Cost.** Woodsville Fire District will present its prepared budgets to the Town of Haverhill's Advisory Budget Committee and will accept the Committee's reasonable recommendations for budgeted amounts in warrant articles for the Town of Haverhill's annual meeting. The Selectboard will review the articles that represent the amounts recommended by the Advisory Budget Committee and will announce their recommendations during the Annual Budget Hearing. The TOWN agrees to pay the DISTRICT the amount appropriated at the Annual Haverhill Town Meeting as required by law. Such amounts, once approved at the Annual Haverhill Town Meeting, will be considered a legally enforceable and non-lapsing obligation. The TOWN agrees to pay the amounts appropriated in two installments, with each installment to be paid within 30 days after semi-annual tax billing has been executed, and the DISTRICT agrees to accept in two installments for the above agreed. Woodsville will receive annually its proportionate share of the Highway Block grant funding that the Town of Haverhill receives annually. Highway block grants funds shall be distributed to the District in accordance with the department of transportation formula. The TOWN agrees to pay the District the District's proportionate share of Highway Block grant funds in full no later than 30 days after the Town receives the federal funds.
4. **Bond Requirement. Bond; Supervision.** – Highway agents and expert highway agents shall be sworn to the faithful discharge of their duty, give bonds to the satisfaction of the District Commissioners for the faithful performance of the duties of the office, and be responsible to them for the expenditure of money and the discharge of their duties generally. The District Commissioners may supervise the methods and manner of performance of such agents. If any highway agent shall intentionally or deliberately refuse or neglect to comply with lawful instructions of the District Commissioners, or shall intentionally or deliberately refuse or neglect to carry out the duties prescribed by law for highway agents after written request by the Commissioners, the District may remove such agent from office. The District Commissioners shall file a copy of any such order of removal, under their hands, with the town clerk. Both the Town of Haverhill and Woodsville Fire District remain insured and subsequently bonded by the same insurance company, Primex. This provision does not impose a bond requirement on the District to any extent greater or different from any statutory bond requirement obligating the Town. The bond requirement described herein shall be deemed satisfied by the said bonding through the parties' mutual insurance company, Primex, and no further bond is required.
5. **Cooperation.** The DISTRICT agrees to cooperate with the TOWN and to provide detailed expenditures related to Highway and Fire Departments and other records as needed to verify performance under this AGREEMENT. The District Commissioners shall have within the District all the powers of the mayor and

aldermen of any city respecting highways, sidewalks, and sewers. They shall control and direct the expenditure of all money raised under authority of the District and by the Town of Haverhill for expenditure in the District. They shall have sole authority to appoint a highway surveyor in said District, and in default of such appointment shall themselves perform the duties of that office. The surveyor or District Commissioners performing the duties of highway surveyor in the District shall provide a certificate or declaration of insurance on an annual basis, ensuring there is no lapse in coverage and to account for all money coming into their hands, and for the proper care and custody of the property of the Town or District which may come into their custody or control, and shall be deemed officers of the town. Following the year end for Woodsville Fire District, an account of appropriated amounts from the Town of Haverhill to actual expenditures of the Woodsville Highway and Fire Department will be reviewed with the Town of Haverhill. Both the Town of Haverhill and The District Commissioners recognize that there is not a means of returning unused funds back to the Town of Haverhill. Any unused appropriation will go into the District's unreserved fund balance. The warrant article for the subsequent annual Town meeting would request the amount approved by the Advisory Budget Committee, less the unused appropriation from the previous year.

6. **Financial Audit Requirement.** Woodsville Fire District and the Town of Haverhill will comply with the audit schedule set forth by the Department of Revenue Administration. The results of the audit shall be published on the Town of Haverhill website within 60 days of delivery by the certified public accountant to the Woodsville Fire District, Town of Haverhill and the Department of Revenue Administration. The audit shall be at the expense of the Woodsville Fire District and the Town of Haverhill for their own audits, respectively.

7. **Agreement Term; Scope.** The term of this AGREEMENT shall be in effect upon the signature of all parties. Any modifications or amendments must be made in writing and mutually agreed upon. Nothing herein is intended to modify, amend, supplement or reduce the requirements of either party under New Hampshire law. The requirements of this Agreement are consistent with New Hampshire law and specifically N.H. Laws 2021, 124:1 and RSA 231:65, which control in the event of any conflict between this Agreement and said laws.

8. Signatures.


Town of Haverhill



Interim, Town Administrator



Roderick J. O'Shana, Select Board Chair



Theresa Paige, Select Board Vice



Joseph M. Longacre, Select Board



Ronald C. Hurlburt, Select Board




Vickie Wyman, Select Board

Woodsville Fire District



Steven Wheeler, Commission Chair



Paul Kidder, Commissioner



Thomas Mayo, Commissioner

