

**LINCOLN BOARD OF SELECTMEN'S**

**MEETING MINUTES**

**FEBRUARY 1, 2021 – 5:30PM**

**LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH**

**(THE RECORDING OF THIS MEETING CAN BE FOUND ON YOUTUBE)**

**APPROVED**

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**Board of Selectmen Present via Zoom:** Chairman OJ Robinson, Vice Chair, Tamra Ham, and Selectman Jayne Ludwig

**Staff Present via Zoom:** Town Manager Burbank, Fire Chief, Ron Beard, Police Chief, Chad Morris, Recreation Director, Tara Tower, and Administrative Assistant Jane Leslie.

**Public Present via Zoom Video Conferencing:** Dave Beaudin and Town Engineer, Ray Korber

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**I. CALL TO ORDER**

Chairman Robinson called the meeting to order at 5:30 pm.

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**II. APPROVAL OF MEETING MINUTES FROM PREVIOUS MEETING**

**MOTION: "To approve the BOS meeting minutes of January 25, 2021 as amended."**

**Motion:** Tamra Ham

**Second:** Jayne Ludwig

**All in favor.**

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**III. OLD/NEW BUSINESS**

**Town Manager's Report**

**Riverfront Park Project:**

Town Engineer Ray Korber addressed the board and explained that he has been coordinating with Nobis in preparing a Brownfields Grant application. Korber explained that based on the board's recent conversations, they had discussed moving forward with site assessment work, and he summarized where things currently stand at this point: (1) an application has been prepared to apply for Brownfields Grant funding through the EPA for site assessment of the park property. Korber explained that if awarded, these funds could be used for the site assessment, and potentially funding for the construction of some of the park's amenities, (2) Nobis has been in contact with a project officer at the EPA concerning this project, and made them aware that this project is potentially forthcoming. Korber also noted that the EPA has a particular interest in *mill clean-ups* in New England, and feels that this project would rank high for potential approval. (3) Nobis has also compiled a draft scope of work and cost estimate in the event the town did not want to apply for Brownfields grant funding. Korber explained that under a Brownfields grant scenario, the scope and estimated fee for the budget for the site assessment work is \$73,500, and if the town opted to *not* apply for Brownfields grant funds and to *self-fund* the effort, Nobis estimates the budget to be \$45k-\$55k which is a reduced assessment and would provide enough information to accomplish Phase 1 of the park construction. Korber further explained that he has had conversations with Paul Rydel of DES Waste Management Division who has reviewed the Nobis Environmental Report, and explained that he would like to discuss this further with other DES colleagues to get internal input prior to scheduling a scoping session with the town to determine and identify the scope of the project's site assessment work.

Selectman Ham commented that the \$45-\$55k self-funding budget amount was more expensive than she anticipated, and thought the Brownfields grant fund would be the way to go. A discussion ensued on various aspects of the grant funding, and Chairman Robinson asked that the matching grant program (LWCF) be kept in the loop as to the contamination problems that the town has run into, and that the town

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is actively seeking remedies to resolve these issues. Rec Director Tower recommended that since they have until July 2021 to update LWCF on whether or not a two (2) year extension will be sufficient, she suggested that they wait until they have more definitive information on their plans going forward, and then update the LWCF with that information. With no further discussion, the following motion was made:

**MOTION: “To proceed with submitting the Brownfields Grant application for the Riverfront Park.”**

**Motion: Tamra Ham**

**Second: Jayne Ludwig**

**All in favor.**

Chairman Robinson asked Town Manager Burbank to obtain the deed information for Riverfront Park to find out when the deed was transferred to the Town of Lincoln.

*Town Engineer Ray Korber and Rec. Director Tower departed the meeting.*

**Bond & Budget Public Hearing:**

Town Manager Burbank reminded the board that the Public Hearing for the Budget & Bond article is scheduled for Thursday, February 4<sup>th</sup> at 5:00 pm.

**Town Meeting: March 9, 2021**

Town Manager Burbank received an email from Moderator Robert Wetherell who explained that the School Board will be holding a vote on February 10<sup>th</sup> as to whether or not the town (and the school) can hold their annual meeting(s) in-person at the school this year. Selectman Ham noted that there appears to be some dissention amongst members of the school board, however, they did agree to *not* postpone their decision past February 10<sup>th</sup> so that the town and school have adequate time to advertise their meeting information to the voters. Ham added that the school was somewhat receptive to Town Meeting voting taking place at Town Hall, and then possibly allowing for the business meeting to be held in the gymnasium in the evening. Selectman Ham asked if the town had an alternate plan in the event the school would not allow any meetings on its premises. Robinson suggested possibly asking the Beacon Hotel if the town could utilize their tennis court facility. Chief Beard commented that he believes that the Beacon had been using the tennis facility for storage during their renovations, and there were heating issues as well that may have been resolved (Beard would reach out to the Beacon owners if the BOS would like). Robinson suggested that they wait until the school board vote on February 10<sup>th</sup>, and if necessary, then reach out to the Beacon to see if the town can use the facility for town meeting. Burbank reminded the board that Moderator Wetherell and the Board of Selectmen have the authority to postpone Town Meeting in two-week increments if necessary. Robinson noted that if they did postpone Town Meeting, they would be operating on a default budget from the previous year’s budgets (Police and Fire could not hire new employees) and any new warrant articles would be delayed. The board agreed to put this on their February 15<sup>th</sup> agenda.

**Coalition Communities 2.0 MOU - SWEPT Legislation:**

Town Manager Burbank provided the board with a draft Memorandum of Understanding (MOU) (*see attached*) for coalition communities that are joining together to have a lobbyist track the SWEPT (Statewide Education Property Tax) legislation while advocating on their behalf. Burbank explained that legislation being introduced in 2021 adopts the Commission’s recommendation of a donor/receiver education funding formula which will have a substantially negative effect on the taxpayers from newly created donor communities. Burbank explained that there may be approximately 18-20 towns participating in this Coalition, and he is highly recommending that Lincoln joins this effort. Burbank explained that the Commission’s Report issued on December 1, 2020 recommended in part, the return of a donor/receiver education funding model by recommending that communities that generate excess SWEPT, remit the “excess” SWEPT to the state for redistribution to towns whose cost of an adequate education is more than

the SWEPT the town generates. Burbank further explained that this would cost the town approximately \$700 a month to be a part of the commission, but noted that the actual dollar amount will be based on the number of communities that join the Coalition. Robinson agreed that the town should keep an eye on this matter, and was in favor of Town Manager Burbank acting as the board's representative to the coalition (*not* a member to the joint board) and made the following motion:

**MOTION: "To approve of the Town of Lincoln joining the Coalition Communities 2.0, and authorize Town Manager Burbank to represent the Town of Lincoln in this coalition."**

**Motion: OJ Robinson**

**Second: Tamra Ham**

**All in favor.**

**Commerford Nieder Perkins (CNP) Assessor Reval Letter:**

Town Manager Burbank commented for the record that the town's assessors, Commerford Nieder Perkins, LLC (CNP) have begun mailing revaluation letters out to all homeowners (*see sample letter attached*). Burbank explained that this letter is asking the homeowner to call CNP to schedule a phone appointment to measure and estimate the interior information of the home for reval purposes. CNP is asking the homeowner to call (603) 410-6444 during business hours (9am-4pm). Robinson commented that this is the year that the assessors will be doing a full revaluation, and it is in the homeowner's best interest to have this conversation with the assessors to verify that the town has accurate records of what the property consists of. **Note: This is a phone appointment *only*, and there will be *no* in-person interior site visit.**

**NEW BUSINESS**

**Vote to Approve Budget:**

Selectman Ludwig informed the board that the Budget Committee will be taking a vote on the proposed budget on Tuesday, February 2<sup>nd</sup>, and asked the board if they could review it and take a formal vote tonight. Ludwig commented that the budget is \$1,276 higher than the original budget the Selectmen had reviewed. Selectman Ham asked if the new budget amount was \$9,824,950? Ludwig confirmed that this is the new Budget Committee's proposed budget amount, and noted that the Police Department has reduced their request for 3 new officers, down to 2. Ludwig also noted that the only item that was not approved was a new cellphone for Library Director, Carol Riley (\$504 annually) which was recently added to the budget.

**MOTION: "To amend the Board of Selectmen's recommended budget to \$9,824,950."**

**Motion: Jayne Ludwig**

**Second: Tamra Ham**

**All in favor.**

**Water Meter Bond Article:**

Chairman Robinson explained that \$1.6M of the recommended budget is a bond issue related to the water meters. Robinson asked the board how they wanted to fund this bond article based on Finance Director, Johnna Hart's research on finance options (Bank of NH 15/20/25-year options; Municipal Bond Bank-fees included in the funding). Town Manager Burbank suggested that fees from either a bank or bond bank be paid up front rather than being financed over a period of time (15/20/25 years). Robinson agreed, and commented that although there's not a big difference in interest rates (Bank of NH-2.1% & Bond Bank 2%) however, he feels that they should go for the NHMA Bond Bank @ 2% which will remain at a fixed rate throughout the duration of the loan, whereas Bank of NH will be a fixed rate for the first 10-years, and then become adjustable. There was a brief discussion on the terms of the loan, and the board agreed to go with the NHMA Bond Bank on a 15-year schedule (\$5,000 will be included in the schedule). The following motion was made:

**MOTION: “To go with the NHMA Bond Bank for a 15-year schedule at 2% interest with the \$5,000 bond fees included.”**

**Motion: Tamra Ham**

**Second: Jayne Ludwig**

**All in favor**

## **OLD BUSINESS**

### **Water Storage Tank:**

Chairman Robinson asked if there was any update on the water storage tank project. Burbank responded that Weston & Sampson was supposed to have a report on the tank sighting by the end of January, and he would reach out to Town Engineer Ray Korber to see if there are any updates. Robinson suggested this be put on next weeks agenda so the board can get a full update.

### **Public Participation**

*There was no public participation*

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## **VII. NON-PUBLIC Session Pursuant to RSA 91-A:3:(III) (e) correspondence regarding South Peak water.**

**MOTION: “To go into Non-public session pursuant to RSA 91-A:3 (III) (e)” Legal**

**Motion: OJ Robinson**

**Second: Tamra Ham**

**All in favor.**

**The BOS went into Non-public session at 6:30 p.m.**

**MOTION: “To re-enter public session.”**

**Motion: Tamra Ham**

**Second: Jayne Ludwig**

**All in favor.**

**The Board reconvened public session at 6:55 p.m.**

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## **VII. ADJOURNMENT**

With no further business to attend to, the Board made the following motion:


**MOTION: “To adjourn.”**

**Motion: Jayne Ludwig**

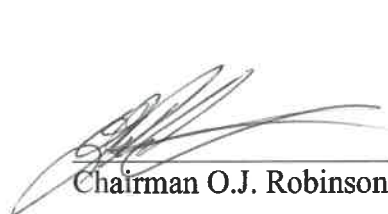
**Second: OJ Robinson**

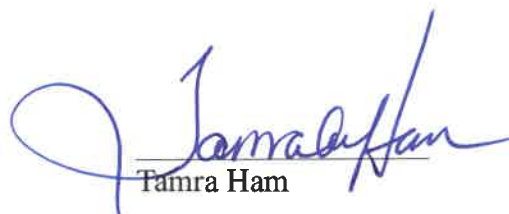
**All in favor.**

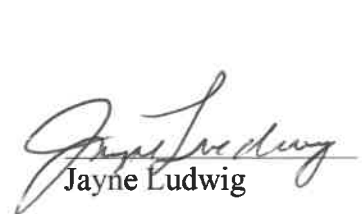
**The meeting adjourned at 6:56 p.m.**

  
Respectfully Submitted,  
Jane Leslie

**Approval Date: February 8, 2021**

  
Chairman O.J. Robinson

  
Tamra Ham

  
Jayne Ludwig

**MEMORANDUM OF UNDERSTANDING**  
**FOR PROFESSIONAL SERVICES**  
**BETWEEN THE COALITION COMMUNITIES 2.0**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by the City of Portsmouth and the Towns/Cities of ----- (hereinafter referred collectively as "Coalition Communities 2.0") and each understands and agrees to the commitments, terms, and conditions contained in this Agreement.

**WHEREAS**, For approximately ten years prior to 2006, the state funded education through a formula that created what was commonly known of as "donor" and "receiver" towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax ("SWEPT") than the state's calculation of that community's total cost of an adequate education for its students. This "excess" SWEPT was then distributed by the state to the community's whose total cost of education exceeded the amount raised in SWEPT (known as "receiver" communities).

**WHEREAS**, The former donor towns worked together to challenge the donor/receiver education funding formula through the formation of a group known as the "Coalition Communities". In part, due to the advocacy and lobbying efforts of the Coalition Communities, the legislature abolished the donor/receiver education funding formula and from 2006 through the present, communities now retain the "excess" SWEPT they raise.

**WHEREAS**, A Commission to Study School Funding ("Commission") was created by the NH Legislature in 2019 to "review the education funding formula and make recommendations to ensure a uniform and equitable design for financing the cost of an adequate education for all public-school students." RSA 193-E:2-e;

**WHEREAS**, The Commission's Report, issued on December 1, 2020, recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess SWEPT remit the "excess" SWEPT to the state for redistribution to towns whose cost of an adequate education is more than the SWEPT the town generates;

**WHEREAS**, The Commission's Report was comprehensive in its analysis of students' needs and in identifying the deficiencies in how the state fulfills its constitutional obligations to provide students with an adequate education but seriously deficient in its misplaced reliance on the broken and overburdened system of funding education through the property tax.

**WHEREAS**, Legislation will be introduced in 2021 that adopts in similar fashion the Commission's recommendation of a donor/receiver education funding formula, which will have a substantially negative effect on the taxpayers from newly created donor communities ("Coalition Communities 2.0");

**WHEREAS**, All Coalition Communities 2.0 are members of the New Hampshire Municipal Association ("NHMA"). NHMA provides advocacy and lobbying services to its members but it may not lobby on behalf of specific legislation supported or opposed by a municipality unless it is of interest to its members generally and supported by clear member-

adopted policy positions as legislative principles. NHMA's current legislative policy on education does not specifically oppose a donor/receiver education funding model. NHMA does not take a position on issues that pit one set of communities against another set of communities. Without majority membership support, NHMA's ability to lobby on behalf of the Coalition Communities 2.0 is severely limited and leaves its Coalition Community 2.0 members at a disadvantage in their ability to effectively advocate in opposition to legislation that would recreate a donor/receiver education funding formula;

**WHEREAS**, RSA 31:9 provides that "[t]owns may at any legal meeting authorize the employment by the selectmen of counsel in legislative matters in which the town is directly or indirectly interested, or may ratify the previous employment by the selectmen of such counsel and may grant and vote money therefor.";

**WHEREAS**, Education funding is a complex issue and it would be unduly burdensome and costly for each town to separately track, advocate and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19;

**WHEREAS**, The Coalition Communities 2.0 seek to share the cost of professional services, including but not limited to lobbying, communication, legal, and other professional services if required to advocate and educate others regarding its opposition to public policies related to the use of the property tax to fund education

THEREFORE, the Coalition Communities 2.0 enter into this Agreement for the purposes set forth above, as follows:

I. **DEFINITIONS**

A. "Advocate" shall mean the individual hired to provide professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

B. "Agreement" shall mean this document, this Memorandum of Understanding for Professional Services Between the Coalition Communities 2.0.

C. "Biennium" shall mean the current two-year term of the legislature beginning January, 2021 and ending December, 2022.

D. "Coalition Communities" shall mean donor towns under prior education funding formulas.

E. "Coalition Communities 2.0" shall mean any potential donor towns under an education funding formula that adopts the Commission's recommendation or any portion thereof that returns to a donor/receiver education funding formula. See also Member.

F. "Commission" shall mean the Commission to Study School Funding created by RSA 193-E:2-e.

G. "Donor communities" shall mean a community that when SWEPT is assessed

on the municipality's total equalized assessed property value, SWEPT raises more funds than the state's calculated cost of an adequate education assessed for all students. This excess SWEPT is remitted to and distributed by the state to receiver communities.

H. "Excess SWEPT" shall mean when the SWEPT is applied to the equalized property value of a town, it raises more in SWEPT than the state's calculated cost of an adequate education for all students in its community.

I. "Joint Board" shall mean the Joint Board for the Coalition Communities 2.0's Joint Board, which will be the oversight board for the Coalition Communities 2.0. This Joint Board shall not be confused with the Board of Selectmen for the individual towns that are members of the Coalition Communities 2.0.

J. "Lobbying Services" are the professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

K. "Member" shall mean a town or city that is a potential new donor town and party to this Agreement. A Member has contributed its full Assessment and is a full voting member. The Joint Board may create Associate Membership or other types of memberships for those towns who have made a contribution but not in the full amount of the suggested Assessment.

L. "Receiver Communities" shall mean a community that when SWEPT is assessed on the municipality's total equalized assessed property value, SWEPT raises less than the state's calculated cost of an adequate education for all its students. The state distributes excess SWEPT raised by donor communities to receiver communities to meet its obligation to fund an adequate education.

M. "Report" shall mean the report of the Commission entitled *Our Schools, Our Kids; Achieving Greater Equity for New Hampshire Students and Taxpayers, A Report From The Commission to Study School Funding, Submitted to the New Hampshire General Court, December 1, 2020 Relative to RSA 193-E:2-e*.

N. "SWEPT" shall mean the Statewide Education Property Tax or any other form of property tax assessed by the State of New Hampshire.

## **II. PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to allow the Coalition Communities 2.0 to jointly hire an advocate for professional lobbying, communication and legal services or other professional services and to share the costs associated with these services as more fully set forth in the Scope of Services attached as Exhibit A or other future contracts or Requests.

## **III. DURATION OF AGREEMENT**

The term of this Agreement runs concurrent with the current biennium of the legislature from January, 2021 through December 31, 2022. This Agreement may be renewed for an additional two-year term by vote of the majority of the Members after receipt of authorization

from its board of selectmen or city council at its annual meeting held in July.

#### IV. **MEMBERSHIP**

The undersigned hereby organize and constitute themselves as Members of the Coalition Communities 2.0. The Members are listed in Exhibit B, which is attached and incorporated hereto. Each Member is authorized to participate by vote of its Board of Selectmen or City Council and copies of these votes are attached and incorporated as Exhibit C. Each signatory is an authorized representative of its town or city.

Members shall be limited to fifty (50). There will be an organizational meeting of the Members within 15 days of the execution of this Agreement. At the organizational meeting the Members will elect the Joint Board members as more fully described in Section V. Each Member is afforded one vote in all matters upon which require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

#### V. **JOINT BOARD**

##### 1. Purpose of Joint Board

A. The Joint Board has the authority to enter into contracts on behalf of the Members, including but not limited to professional services contracts for lobbying, communication, legal and other professional services approved by majority vote of the Members, to hire, supervise, advise and direct the activities of the professionals hired under the terms any contract, to negotiate with respect to all matters relating to this Agreement, to request, collect, hold, accept, invest, disperse and expend funds, to approve bills and circulate documents necessary in order to keep Members informed of activities pursuant to this Agreement and conduct such other activities as the Joint Board deems necessary and proper to carry out the purposes of this Agreement.

B. The Joint Board shall have the sole authority to approve an annual operating budget, which it shall transmit to the Members.

C. Officers: Beginning with its first meeting and then annually thereafter, the Joint Board shall elect a Chair, Vice Chair and a Clerk from the members of the Joint Board. The Chair shall serve as the official spokesperson for the Members.

##### 2. Membership of Joint Board

A minimum of five regular members of the Joint Board shall be comprised of three town/city managers and two elected officials from its Members. All Joint Board members shall be nominated at the Members' organizational meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term,



the Members will elect Joint Board members at its first meeting during the first 30 days of the second term. There are no term limits for Joint Board members. Joint Board members may be supported by appropriate staff from its community.

Joint Board members and its officers shall not be personally liable for any debt, liability or obligation of the Coalition Communities 2.0. All persons having any claim against the Coalition Communities 2.0 may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Coalition Communities 2.0.

### 3. Meetings:

A. Annual meetings. The Joint Board shall schedule one annual meeting of the Members during the term of this Agreement after the close of the legislative session in July.

B. Regular meetings. The Joint Board shall meet regularly at quarterly meetings or more frequently at the call of the Chair at such times and places that are mutually convenient to discuss issues of mutual concern to the Members. The Joint Board shall meet once a month with the Members while the legislature is in session. These meetings shall be held on the first Monday of every month at 11:00am. Additional meetings with Members may be scheduled either by the call of the Chair or by written request of five or more Members. The Clerk shall post proper notice of all meetings and shall record minutes pursuant to RSA 91-A:2. Attendance for purposes of quorum and voting may be by telephone or video, subject to the provision of RSA 91-A.

### 4. Voting and Alternates.

A. Number of Joint Board members. The membership of the Joint Board is comprised of five regular members and two alternate members.

B. Quorum. Three of the five Joint Board members in attendance at a meeting are necessary to form a quorum.

C. Majority vote. All votes will pass by simple majority.

D. Role of Alternates.

Alternate member(s) shall sit with all other Joint Board members during the meetings and may participate but may only vote if regular member can't participate on said item. If an alternate has already been appointed to sit in for a regular member, then the second alternate shall be appointed by the Chair.

If a Joint Board member has unexcused absences for 2 consecutive or 3 total meetings during the term of this Agreement, they will be deemed to have vacated their position and the Joint Board will be free to appoint an alternate as a regular member to the vacant position upon majority vote of the Joint Board. If a Joint Board member resigns or is unable

to continue to serve, the Joint Board will appoint an alternate as a regular member by majority vote of the Joint Board.

If alternates become regular members of the Joint Board, new alternates will be appointed by the Joint Board from all applicants that have been nominated by five or more Members.

## **VI. FINANCIAL AGREEMENT**

A. **Apportionment of Cost:** The Coalition Communities 2.0 agree that they will apportion costs as follows:

Apportionments shall be assessed annually to each Member by the 30<sup>th</sup> of January (or no later than 30 days after the execution of this Agreement by all parties) of each year of the Agreement. The Apportionment may be based on each Member's percentage of the group's total equalized property value as determined by the most recent and available data from the NH Department of Revenue Administration. Once adopted, this Apportionment formula may not be amended without a majority vote of the Members. This Apportionment will take into account the contributions transferred by Members from the Claremont Coalition Account.

B. **Special Associate Member.** Special Associate Member Assessment shall be assessed by the Joint Board to Associate Members who are not parties to this Agreement and may not vote but have requested information and/or support the Coalition Communities efforts.

C. **Fiscal Agent.** The Members agree that the City of Portsmouth ("City") will be the fiscal agent for the funds described in paragraph A above. The funds will be collected by the Joint Board and held by the City for purposes set forth in this Agreement and the Request for Proposals set forth in Exhibit A. However, the Members have delegated all decisions relative to the acceptance and expenditure of funds to the authority to the Joint Board, as described more fully in section IV above

D. **Accounting for Funds.** The Joint Board with assistance from the Fiscal Agent shall provide to the Members from time to time, but at least quarterly, a formal accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.

E. **No funds will inure to the benefit of any member of the Joint Board, private individuals, or employee of municipalities subject to this Agreement except that reasonable compensation may be paid for services rendered to the Members, including but not limited to contracted services and administrative support.**

F. **Funds upon Termination.** Upon termination of this Agreement, no individual employee or member of the Joint Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of the all Members made in the year of distribution.

## **VII. Termination**

A. **Mutual Agreement.** This Agreement may be terminated at the end of the two-year term upon mutual agreement of the Members' Boards of Selectmen and City Council. The Boards of Selectmen and City Council shall make the decision to terminate in July of the second year of the term of this Agreement.

B. **Terminate Without Penalty.**

If this Agreement is renewed for a second term, a Member wishing to withdraw from the Agreement shall give notice three months before the expiration of the initial two-year term and shall be responsible for its share of the Apportionment until the expiration of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement. This Agreement shall terminate upon completion of its two-year term if not renewed.

C. **Termination With Penalty**

A Member wishing to withdraw from the Agreement before the end of the two-year term shall be responsible for its share of the Apportionment until the completion of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.

## **VIII. Other**

A. **Amendment:** This Agreement may be amended only by written Agreement signed by the majority of Members.

B. **City Council and Board of Selectman Approval:** All Members undersigned have received approval of this Agreement by its City Council or Board of Selectman and have been authorized to participate by votes taken on dates attached and incorporated as Exhibit C.

C. **Notices:** Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.

D. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

E. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.

F. Separate Document: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

t/2021legislative//donortown/MOUandIM/mou/mou2021

**TOWN OF LINCOLN  
PO BOX 25  
LINCOLN, NH 03251**

February \*\*, 2021

**CALLBACK SAMPLE LETTER**

«OWNER»  
«OWNER2»  
«Mailing\_Address»  
«TOWN» «ST» «ZIP»

**IMPORTANT ASSESSING INFORMATION**  
**PLEASE READ ENTIRE LETTER THOROUGHLY**

Dear Property Owner:

The appraisal company of Commerford Nieder Perkins, LLC has completed the measuring of the exterior of all of the properties within the Town of Lincoln. They have measured the buildings and estimated the interior information as best they could from the outside\*. It is important that all this information be as accurate as possible.

We ask that you please call the number listed below on the dates and times, also listed below, to set up an appointment to have the assessor's office call you to review the interior details of your home. The appointment call will take approximately ten minutes and will help assure accuracy in your assessment.

*Please refer to the following information when you speak with our staff:*

**MAP & LOT #: «MAP»-«BLOCK»-«LOT»-«LOT\_CUT»-«UNIT»**

**LOCATION: «LOCATION»**

**CODE: «CODE»**

***Please call the Assessor's office at 603-410-6444  
Wednesday, February \*\* through Friday, February \*\*  
from 9:00am to 4:00pm***

***\*Please note the office is not open on Saturdays and Sundays.***

Thank you for helping us to assure a fair and accurate assessment of your property.

**Sincerely, Lincoln Board of Selectmen**

**ROUND \*\***

\*If your property is POSTED or GATED we did not complete the exterior measuring and will need permission to do so. Thank you.

