

LINCOLN BOARD OF SELECTMEN

APPROVED

MEETING MINUTES

NOVEMBER 12, 2018 -- 5:30PM

LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH

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**Board of Selectmen Present:** Chairman OJ Robinson, Tamra Ham and Jayne Ludwig  
**Staff Present:** Town Manager Burbank, Chief Ron Beard, & Administrative Assistant, Jane Leslie.  
**Public Present:** Roger Harrington and Dave Beaudin.

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**I. CALL TO ORDER**

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

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**II. REVIEW AND APPROVAL- MINUTES OF THE PREVIOUS MEETING**

**MOTION: "To approve the Board of Selectmen meeting minutes of October 22, 2018 as presented."**

**Motion: Tamra Ham                      Second: Jayne Ludwig                      Motion carries.**

**MOTION: "To approve the Board of Selectmen Non-public meeting minutes of October 22, 2018 as presented."**

**Motion: Tamra Ham                      Second: Jayne Ludwig                      Motion carries.**

**MOTION: "To approve the Board of Selectmen meeting minutes of November 5, 2018 as amended."**

**Motion: Tamra Ham                      Second: OJ Robinson                      Motion carries.**

**MOTION: "To approve the Board of Selectmen Non-public meeting minutes of November 5, 2018 as presented."**

**Motion: Tamra Ham                      Second: Jayne Ludwig                      Motion carries.**

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**III. REVIEW & DISCUSS DRAFT AMBULANCE AGREEMENT**

The Board reviewed a draft agreement between the towns of Lincoln and Woodstock and the Linwood Ambulance Service. The Board agreed overall that the contract appears to cover all aspects of the town's relationship with the ambulance service and discussed the *Date of Service Commencement, Terms of Agreement*. Ludwig feels that a term of five (5) years is too long and opted for a three (3) year term of service. Burbank added as a point of reference, the Community Center agreement goes from year-to-year, and the Solid Waste agreement goes for three (3) years. Ham is comfortable with either three (3) or five (5) year agreement terms and suggested they speak with Linwood Ambulance and Woodstock to see what they are comfortable with. Robinson also noted that either party may opt-out within 180-days written notice to the other parties and does not see any downside to a five (5) year contract. The contract presently does not have rates installed within it (left blank) for years 2019 thru 2023 so that all parties can negotiate as this process moves forward. What is known at this point in time is that 2019 will remain at \$75k per town (Lincoln & Woodstock) and Robinson prefers the five (5) years and discussion with Linwood Ambulance on their anticipated projections over the course of the agreement. Ham added that this agreement is subject to change during the course of this review process and this is just a preliminary review of the proposed agreement. The Board discussed their right of audit and inspection, and the town's right to have an authorized representative observe the Provider's operations. The Board agreed to forward Woodstock a copy of this draft agreement to review and discuss with their Select Board, and

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then both Boards will discuss at their next joint meeting. Upon closing of the discussion Chairman Robinson made the following motion:

**MOTION: “To accept the draft agreement submitted by Attorney Peter Malia as the first draft to propose to the Town of Woodstock and Linwood Ambulance Service.”**

**Motion: Tamra Ham**

**Second: Jayne Ludwig**

**motion carries.**

Robinson wanted to note for the minutes that this draft is incomplete and missing dollar amounts and a threshold amount concerning response times and needs to be discussed further.

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#### **IV. OLD/NEW BUSINESS**

##### **Town Managers Report**

###### **Levee Update**

The contractors are back working in the river and as long as the weather cooperates, they will be able to complete the repair and be out of the river soon. They will remove the road created to access the work site and put it back to the way it was pre-construction.

###### **Trustees of the Trust Funds**

The Attorney General’s office will be sending Director Thomas Donovan to come to Lincoln and meet with the Trustees on November 27<sup>th</sup> at 9:00 am. This will be a public meeting in the Town Hall Conference Room to determine what the accounting issues are and to reconcile with the Finance Department. The committee was originally subpoenaed to appear in person at the Attorney General’s Office in Concord, however, due to health issues for some Board members they have agreed to come to Lincoln to conduct the interview. The trustee’s will be responsible for producing their accounting records and documentation for all investment transactions conducted by this committee.

###### **Land Water Conservation Fund (LWCF) Grant**

The grant agreement was received this day and signed for the matching grant program that will benefit the Riverfront Park Project. The Board publicly thanked Recreation Director Tara Tower for all of her hard work in obtaining this matching grant (\$200k) for the Town of Lincoln.

###### **The Pines Retention Ponds Update**

Rick Elliott will be attending the Board of Selectmen’s meeting on November 26<sup>th</sup>. Mr. Elliott was asked to bring the engineer overseeing the project, however, the engineers attendance has not been confirmed at this point.

###### **West Street**

Temporary paving has been done on West Street and the contractors are preparing to shut down and move their equipment out.

###### **Public Participation**

Roger Harrington asked if Town Engineer Ray Korber was keeping up to speed with the work being done on the retention ponds at The Pines. Burbank explained that Rick Elliott’s engineers have not signed off on the work as being “as built,” and at this point Ray Korber has all of the information he needs. Burbank further explained that Ray Korber did NOT oversee the project but rather reviewed the plans. Chairman Robinson suggested the plans that the engineers will not sign-off on be available for the

November 26<sup>th</sup> meeting with Mr. Elliott. Mr. Harrington also asked several questions concerning the West Street project and the contractor's responsibility to return and complete the project in the spring.

Harrington asked about future planned work to the Pollard Road sidewalk. Burbank publicly thanked Taylor Beaudin (Lincoln Trucking & Excavating) for purchasing the parts needed for the additional work planned in the spring. Beaudin is purchasing the materials now to lock in on the pricing in the event costs go up in the new year.

Dave Beaudin asked who would be responsible for the pavement costs on West Street as he does not feel it should be the town's responsibility. Burbank explained that right now the town is, but this will be discussed further in tonight's non-public session.

### **Budget Review**

*The Board briefly reviewed the budget and focused on the largest departmental increase (Fire Department) and Chief Beard joined the discussion.*

### **Fire Department:**

The Fire Department budget has a proposed increase of \$244,105. Burbank explained that given the status of the water system and future (probable) upgrades, Chief Beard cannot defend the current fire insurance rates (ISO) in the community without increasing his available man power at the department. Beard is proposing adding per diem firefighters that will be available during their busiest times of day, seven (7) days a week. The subsequent increases are a result of having the per diem firefighters at the station. The Board discussed the separate line items that will increase as a result of the proposed changes and upgrades.

Beard explained that the per diem personnel will work ten (10) hour shifts, 7-days a week and require six (6) per diems to fulfill every shift. Selectman Ludwig asked to see the documentation that states this would help improve the town's insurance rating. The discussion ensued concerning the many variables involved with instituting per diem personnel and keeping the town's insurance rating down.

Selectman Ludwig asked about working collaboratively with Woodstock and possibly consolidating departments in an effort to avoid spending exorbitant amounts of money. Chairman Robinson explained that this was mentioned in previous years and is a good idea. Burbank explained that this may not fix the town's problem anytime soon, and Lincoln is confronted with a serious situation if the Insurance Office comes in to audit the town's fire suppression abilities because Lincoln has reached its maximum ability to fight fires.

Burbank is in complete agreement with Chief Beard and feels this is a short money fix to attempt to get the fire department to a level that will keep the ISO rating down. Burbank explained that a recent homeowner up on Waldo Drive was denied insurance coverage and they had reached out to the town to question what the issues were with the town's water system (Waldo Drive is not on the town's water system). Beard also noted that it is not easy to get personnel to respond during the business week's work hours because they all have jobs that do not allow for them to leave on a moment notice to respond to a fire call which is why per diem fire fighters will have a financial incentive to join the department. Lincoln Fire Department responded to 202 calls in 2017 (26 motor vehicle accidents; 78 alarm activations, 20 Carbon monoxide calls, 3 building fires and the remaining calls were from a variety of other emergency events.

Robinson explained that in previous years he had fully supported merging the two departments (Lincoln & Woodstock) however, Lincoln and Woodstock currently have a mutual aid agreement anyway which

ensures that each town assist the other with substantial fire events. A discussion ensued about the costs associated with the hiring of per diem firefighters as well as the town's water issues.

**Planning Board Alternate**

Chairman Robinson read the following email received from Paula Strickon:

*May I request that I be considered for an Alternate position on the Town of Lincoln Planning Board. Do you need any documentation or other information? Paula Strickon*

The Board was pleased that Mrs. Strickon wanted to return to Planning Board and Selectman Ham made the following motion:

**MOTION: "To appoint Paula Strickon as an alternate member of the Planning Board."**

**Motion: Tamra Ham            Second: Jayne Ludwig            Motion carries.**

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**IV. NONPUBLIC SESSION Pursuant to RSA 91-A: 3:II(e) Litigation(s)**

**MOTION: "To go into Non-Public Session pursuant to RSA 91-A: 3II (e)**

**Motion: Tamra Ham            Second: Jayne Ludwig            Motion carries.**

The Board went into non-public session at 7:00 pm.

**MOTION: "To re-enter public session."**

**Motion: O.J. Robinson            Second: Jayne Ludwig            Motion Carries.**

The Board came back into public session at 7:25 p.m.

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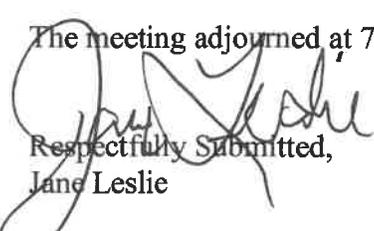
**V. ADJOURNMENT**

After reviewing the weekly payables and with no further business to attend to, the Board made the following motion.

**MOTION: "To adjourn."**

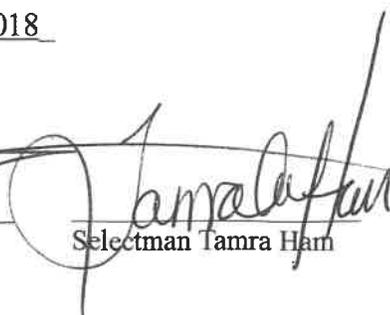
**Motion: OJ Robinson            Second: Tamra Ham            Motion Carries.**

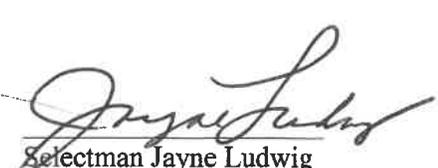
The meeting adjourned at 7:26 p.m.

  
Respectfully Submitted,  
Jane Leslie

Approval Date 11 / 26 / 2018

  
Chairman OJ Robinson

  
Selectman Tamra Ham

  
Selectman Jayne Ludwig

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## **EMERGENCY AMBULANCE SERVICE AGREEMENT**

This Agreement is made by and between the Town of Lincoln ("Lincoln"), a municipal corporation having a business address at 148 Main Street, P.O. Box 25, Lincoln, NH 03251, the Town of Woodstock ("Woodstock"), a municipal corporation having a business address of 165 Lost River Rd., P.O. Box 156, Woodstock, NH 03262, (together the "Towns"), and Linwood Medical Center, d/b/a Linwood Ambulance Service, a NH nonprofit corporation with a mailing address of P.O. Box 129, Lincoln, NH 03251 (hereinafter the "Provider").

**Whereas**, the Board of Selectmen of Lincoln and Woodstock have determined that it is in the best interest of the citizens of the Towns to support the provision of emergency ambulance services, and,

**Whereas**, the Board of Selectmen of Lincoln and Woodstock recognize that the Provider currently provides said services within the Towns,

The parties hereby agree to the following:

### **A. Definitions**

Emergency Medical Services means the pre-hospital assessment and treatment of a sick or injured individual initiated at the scene of an incident and continued through the transport and transfer, if found appropriate, of the individual to a medical facility or other appropriate location in order to prevent loss of life or aggravation of physiological or psychological illness or injury.

Primary Ambulance means an emergency medical services vehicle licensed by the State of New Hampshire Bureau of EMS possessing not less than the minimum equipment list required in Saf-C 5904.08, and staffed with not less than two EMS providers licensed by the State of New Hampshire such that it is able to respond immediately when dispatched.

Back Up Ambulance means an emergency medical services vehicle licensed by the State of New Hampshire Bureau of EMS possessing not less than the minimum equipment list required in Saf-C 5904.08, that can be staffed with not less than two EMS providers licensed by the State of New Hampshire on an as needed basis to meet the response time requirement of paragraph 4 in Section C.

### **B. Service Areas**

It is acknowledged that Provider shall serve the following areas:

The Town of Lincoln and the Town of Woodstock

### **C. Ambulances and Level of Service**

1. Payment under this agreement is based on the understanding and mutual agreement that a minimum of one primary ambulance and one back up ambulance shall be provided for the total service area during the term of this agreement. Ambulance coverage shall be provided twenty-four hours per day, seven days per week.

2. Provider must have available sufficient vehicles to meet the contract response times, as follows:

- a. Average response times of the primary ambulances to be on scene shall be within ten (10) minutes for ninety (90) percent of all emergency calls and eight (8) minutes for seventy-five (75) percent of all emergency calls.
- b. Backup emergency call ambulance runs are to average no more than fifteen (15) minutes.
- c. It is understood by the parties that calls involving bad weather driving conditions, emergency calls to the farthest areas of each Town, or unusual and isolated unforeseen circumstances shall not be used for the calculation of average response times due to safety reasons.

#### **D. Vehicle Licensing**

Vehicles shall be licensed at a minimum as basic life support ambulances, registered and inspected per the State of New Hampshire Motor Vehicle Regulations and New Hampshire Department of Safety, Bureau of Emergency Medical Services Regulations.

#### **E. Communications**

The Town of Lincoln agrees that it will provide exclusive dispatch services to the Provider through the Lincoln Dispatch Center under the Police Department. The Town shall ensure that the communications systems has the appropriate up-to-date FCC licenses, and is operated to conform to FCC rules and regulations.

Citizen access is through the E 911 system. The Dispatch Center will receive and process all requests for emergency medical services and provide all dispatch functions for Provider.

#### **F. Ambulance Deployment**

The Provider shall ensure that when answering requests for mutual aid, at least one primary response ambulance shall be kept within the Town of Lincoln or Town of Woodstock limits for emergency response at all times.

#### **G. Personnel**

Provider will staff all ambulances with a minimum of two Nationally Registered EMTs licensed by the State of New Hampshire Bureau of EMS.

#### **H. Indemnification and Insurance Requirements**

1. In consideration of the utilization of Provider's services by the Towns and other valuable consideration the receipt of which is hereby acknowledged, Provider agrees that all persons furnished by Provider shall be considered the Provider's employees or agents and that Provider shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from them as required by law.

2. Provider agrees to maintain in full force and effect:
  - a. Comprehensive General Liability Insurance including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000.00 each occurrence and, where applicable, in the aggregate combine single limit for bodily injury, property damage liability and personal injury (wrongful acts).
  - b. Medical Malpractice (Professional Liability Insurance) for all activities of the Provider arising out of or in connection with this Agreement in an amount of not less than \$1,000,000 combined single limit for each occurrence. Said policy shall be endorsed with the following specific language: "This Policy shall not be canceled or materially changed without first giving (30) days prior written notice to the Town Lincoln and and the Town of Woodstock."
  - c. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 per person and \$3,000,000 each occurrence, combined single limit for bodily injury and property damage.
  - d. Workers' Compensation Insurance, whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 each employee and \$500,000 per policy year.
  - e. Any and all deductibles on the above-described insurance policies shall be assumed by and and at the sole risk of Provider.
  - f. Insurance companies utilized must be admitted to do business in New Hampshire or be on the New Hampshire Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
  - g. Provider shall furnish certificates of the above-mentioned insurances to the Town of Lincoln and the Town of Woodstock by May 1, 2019 and with respect to the renewals of current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability, auto liability, medical malpractice insurance and workers' compensation insurance, state that in the event of cancellation or material change, written notice shall be given to the Town of Lincoln and the Town of Woodstock, at least thirty (30) days in advance of such cancellation or change.

#### **I. Vehicle and Equipment Maintenance**

1. The Provider shall be responsible for the maintenance of all vehicles and equipment in order to ensure safe, dependable and clean operations.

2. Vehicles shall be licensed, registered and inspected per the State of New Hampshire Motor Vehicle Regulations and New Hampshire Department of Safety, Bureau of Emergency Medical Services Regulations.

3. The Provider agrees that if any ambulance assigned to service the Towns becomes inoperative for any reason, a backup ambulance will be available and staffed in a manner to meet the response time requirements.

**J. Reimbursement**

1. All billing and collections for the service shall be the responsibility of the Provider.

2. No person shall be denied emergency transportation because of inability to pay any fee. No person shall be forced to pay any fee before emergency medical services and/or transportation is provided.

3. The Provider agrees that it shall accept assignment from Medicare, and Medicaid assignment of other insurance carriers is encouraged, but optional.

**K. Performance Evaluation**

1. The Provider's delegated employees shall attend meetings or sessions requested by Town officials.

2. The Provider agrees to notify the Town of Lincoln or the Town of Woodstock, not less than thirty (30) days prior to any cancellation or major changes to insurance coverage as specified in this contract.

3. **Right of Audit and Inspection.** At any time during normal business hours, and as often as either Town may determine to be necessary, either Town's representative may observe Provider's operations, and Provider shall make available to either Town for examination, its records with respect to all matters covered by this contract, and make excerpts or transcripts from such records.

**L. Date of Service Commencement, Term of Agreement and Cancellation**

1. This agreement shall become effective at 12:00 A.M. May 1, 2019 and shall terminate at 11:59 P.M. on April 30, 2024. Each year of the agreement shall begin at 12:01 A.M. on May 1 and shall terminate at 11:59 P.M. on April 30.

2. This agreement may be terminated by either party within with 180 days written notice of the other parties.

**M. Town of Lincoln and Town of Woodstock Annual Contributions**

The Town of Lincoln and the Town of Woodstock agree to contribute an annual payment amount to the Provider as follows:

For contract years beginning:

	Lincoln:	Woodstock:
May 1, 2019	\$ _____	\$ _____
May 1, 2020	\$ _____	\$ _____
May 1, 2021	\$ _____	\$ _____
May 1, 2022	\$ _____	\$ _____
May 1, 2023	\$ _____	\$ _____

**N. Changes to Agreement**

1. This agreement shall be interpreted and enforced in accordance with all the applicable Federal, State and local laws of the State of New Hampshire.

2. This agreement contains all the terms and conditions agreed upon by the parties hereto, and the terms of this agreement may not be amended without the expressed written consent of the Towns and the Provider.

**IN WITNESS, WHEREOF,** the Towns and Provider have executed the AGREEMENT.

**Linwood Medical Center, d/b/a  
LINWOOD AMBULANCE SERVICE**  
By:

**TOWN OF LINCOLN**  
By:

Its: \_\_\_\_\_

\_\_\_\_\_  
O.J. Robinson

\_\_\_\_\_  
Tamra Ham

\_\_\_\_\_  
Jayne Ludwig  
Its Board of Selectmen

**TOWN OF WOODSTOCK**  
By:

\_\_\_\_\_  
James Fadden

\_\_\_\_\_  
R. Gil Rand

\_\_\_\_\_  
Joel Bourassa  
Its Select Board

