

LINCOLN BOARD OF SELECTMEN

APPROVED

MEETING MINUTES

JULY 29, 2019 – 5:30PM

LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH

(MEETING VIDEO AVAILABLE AT WWW.LINCOLNNH.ORG)

Board of Selectmen Present: Chairman OJ Robinson, and Jayne Ludwig

Excused: Selectman Tamra Ham, and Town Manager Burbank

Staff Present: DPW Director Nate Hadaway, Fire Chief Ron Beard, Town Planner, Carole Bont, and Administrative Assistant, Jane Leslie.

Public Present: Jim Welsh, Debbie Celino, Denise Heredeen, Mike Conn, Paul Beaudin, Kim Pickering, Jay Scambio, Kelley Philbrick, Dave Beaudin, Ben Thibeault, Hillary Reardon, James (Pat) Gagne & Velma "Lucky" Gagne, Clifton Dauphine, Susan Christianson, Yvette O'Connell, and Danielle Black.

I. CALL TO ORDER

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

II. REVIEW AND APPROVAL- MINUTES OF THE PREVIOUS MEETING

MOTION: "To approve the meeting minutes of July 15, 2019 as amended."

Motion: Jayne Ludwig

Second: OJ Robinson

Motion carries.

MOTION: "To approve the joint Lincoln-Woodstock Board of Selectmen's meeting minutes of July 9, 2019 as presented."

Motion: OJ Robinson

Second: Jayne Ludwig

Motion carries.

III. WASTEWATER TREATMENT PLANT/SEWER LAGOONS *DISCUSSION*

Chairman Robinson asked DPW Director Hadaway to explain to the audience how the Wastewater Treatment Plant operates, and to further explain the failures that led to the odors the town recently experienced. Hadaway explained that the sewer lagoons have odors that are associated with seasonal turnover a couple of times a year and require less intervention than lagoons with a persistent odor problem. Increased aeration, recirculation, or bioaugmentation may be enough to mitigate a temporary odor issue until the lagoon temperature and DO levels have stabilized. The town has two (2) main sewer lagoons, and each lagoon is divided into two (2) sections (4 cells total). There are four (4) aerators in the first cell of the main lagoon which aid in the process of artificial aeration, as well as promote the biological oxidation of wastewaters. Two (2) of these aerators malfunctioned in the main cell (most important cell that initially receives the wastewater) which had to be repaired/replaced. Hadaway explained the odor was coming from the first cell (the 2nd cell does not have any issues) and described a variety of factors that could adversely affect the sewer lagoons and promote anaerobic (*without oxygen*) changes (yeast, commercial/industrial waste, household flushing). A discussion ensued on the variety of possible fixes as well as funding that is set aside in the towns Capital Reserve Fund (Sewer Rehabilitation Capital Fund & Sewer tap fee account).

Selectman Ludwig explained that she is not surprised they are having this discussion because the town has grown considerably over the years and continues to host thousands of tourists and continued build out which subsequently promotes a greater demand on the town's water and sewer infrastructure. Hadaway added that the town is currently producing one-million gallons of water per day but is unsure how this compares to last year's figures (2018).

Paul Beaudin commented that he feels the public is being lied to because he was down at the sewer lagoons earlier in the day, and two (2) aerators at the second lagoon were not running. DPW Hadaway responded that he was not lying, and that the number of aerators operating at the second lagoon (3 aerators) were all that needed to be running, as that lagoon has plenty of oxygen in it (the odor issues were not emanating from the second lagoon). Chairman Robinson intervened and asked Mr. Beaudin to please not accuse anyone of lying, but rather restate a specific question for clarification if there appears to be a misunderstanding. Beaudin explained that this is not a new problem but rather an ongoing issue for years, and the town has budgeted taxpayer dollars specific to the sewer lagoons, yet has neglected to properly take care of it, nor provide any accountability.

Chairman Robinson explained that although the funding was available, the Board had decided to postpone the sludge removal process in an effort to save the town money (physical, chemical, and biological processes are used to remove contaminants and produce treated wastewater (or treated effluent) that is safe enough for release into the environment (a by-product of sewage treatment is a semi-solid waste or slurry, called sewage sludge). Robinson went on to explain that it was noted during last year's CIP meeting that the sludge was building up at a slower rate than in previous years, however, questioned if this costly process of *sludge removal* would help the sewer lagoons in light of the current circumstances. Hadaway responded that he was not certain.

The discussion continued on possible solutions and reaching out to Utility Partners (contracted wastewater treatment plant operators) to see if they have an engineer that can provide suggestions/alternative solutions to the town's current sewer lagoon issues. Chairman Robinson noted that there is \$615k in the account for the sludge dredging at the Sewer Lagoons (which may not be enough to complete the project but it will make a significant dent), and the town has been setting aside \$4k a year towards the purchase of aerators and other replacement equipment. There is also \$175k set aside for the design/construction of a Sewer Treatment Plant, or replacement of the facility. Robinson further explained that the CIP process will be starting shortly and the committee will take a look at how much money is currently in the accounts and try to determine an appropriate dollar amount to address these issues.

Ben Thibault commented that the town needs to move forward with obtaining an engineer that is knowledgeable in this field and focus on the future with a viable plan instead of going around in circles and blaming people because the Board and residents are merely lay people that have little to no knowledge of exactly how the sewer lagoons operate.

Dave Beaudin commented that the odor problem first started when the town began contracting with a third-party to operate the wastewater treatment plant who chose to not run the aerators and save themselves \$8K. As the odor problem became more prevalent, they began running more aerators. Most recently, Beaudin noted that the aerators were not down for just one (1) week, but rather one (1) aerator flipped over during the winter months, and the other aerator lost power in the spring (they were not repaired until July). Beaudin feels that the only way Utility Partners can make money is by saving on the electricity and not running the aerators which is wrong, and he does not feel the town needs to throw money into this plant but rather it should be run properly by the contracted company.

Roger Harrington feels the town should be receiving weekly/monthly reports from Utility Partners so that they can catch these problems when they initially occur rather than finding out when it is too late. Harrington also noted that he had given Town Manager Burbank drawings of the piping in the sewer lagoons a few months ago.

Robinson explained that they need to look at the process/procedure the town currently has with Utility

Partners (e.g., reporting problems with aerators, communication with the town) and to obtain an engineering firm that is familiar and knowledgeable with open-air lagoons. NOTE: whatever the town decides to do, it must be compliant with DES and the EPA (Environmental Protection Agency) as they have very strict federal and state guidelines. The current sewer capacity is at 65%-68%, and 80% is the threshold when DES will get involved. Robinson feels that the two (2) biggest steps that need to be taken this year are: (1) working with Utility Partners, and (2) obtaining a formal study from an engineering firm to guide the town on where to go from here. Dave Beaudin recently spoke with the wastewater treatment plant operator (Willis Wotton) that oversees the daily operations of the facility and was told that the grease traps and local brewery may be contributing to this problem (eating up oxygen), and if left unchecked (uninspected) it may cause further issues similar to what is currently going on.

Chairman Robinson explained that the Board of Selectmen recently reviewed the *Sewer Use Ordinance* and amended the section on grease traps, which will put the onus on the business owners to conduct grease trap inspections (at their expense) and submit proof of the same to the town. Selectman Ludwig asked if trimming/cutting foliage/trees around the sewer lagoon would make a difference. Paul Beaudin explained that the last time the town did this was because the foliage was falling down into the lagoons and the state had requested the town cut it back. The Public Works Dept. was tasked with the tree cutting; however, it was deemed too dangerous for them to continue doing so they discontinued this practice. Ludwig suggested we could contract this work out if it will benefit the lagoons.

There was a unified consensus that Utility Partners (third-party contractor) should be reporting to the town when there are issues with the equipment, as well as routine communications concerning the daily operations of the wastewater treatment facility. It was suggested that a representative from Utility Partners attend a Selectmen's meeting to discuss the recent happenings at the facility.

Paul Beaudin asked the Board to explain to the residents that attended this evenings meeting in detail what they plan on doing to remedy this issue from here going forward so that the taxpayers can hold them accountable. Chairman Robinson responded as follows:

1. Hire an engineer/expert to look at the problems specific to the sewer lagoons that will enable them to offer a solution/options for a solution.
2. Explore possible tree removal around the lagoons,
3. Find out the current depth of the sludge in the sewer lagoons and determine if it should be removed now or when it reaches its "trigger point" (or maybe that doesn't matter).
4. Review the pipe and drawing of the sewer lagoons that Roger Harrington provided to the town to see if it is relevant to today, and if there should be further changes to it (moving aerators to different locations).
5. Greater interaction with 3rd party contractor for more oversight, records, and accountability (when did they notice the aerators were down, and what is their process for notifying the town).
6. Inventory assets at the sewer lagoons (pumps, floats, aerators, drives).
7. Looking at a revised *Sewer Ordinance* and grease trap accountability.

IV. OLD/NEW BUSINESS

Town Managers Report

There was no Town Managers Report as Town Manager Burbank was attending a legal arbitration with Town Counsel.

Other Business

Air B&B Discussion

Denise Heredeem (resident at 25 School Street) read a letter of complaint she had written to the Board (*see attached*) concerning the re-occurring disturbances she is experiencing from an Air B&B located next door to her home at 29 School Street. Ms. Heredeem's primary question was if the town was collecting revenue from the various Air B&B's that are putting a tremendous demand on the town's water and sewer infrastructure. Selectman Ludwig noted that she prefers to call them "short-term rentals" because there are a variety of rentals that do not only advertise on Air B&B, but other travel sites as well. Ludwig also feels that long-term rentals are creating similar effects on the water/sewer infrastructure by housing multiple employees/families under one roof. Chairman Robinson clarified that the town cannot collect a meals/room tax, only the state can do this, and the only taxes the town collects are property taxes which are based on the assessed value. Chairman Robinson suggested that if anyone suspects illegal activity, noise after hours, other disturbances, etc., they should be reporting this to the local police. Other guests in the audience relayed their negative experiences with Air B&B's in their neighborhoods, and all agree it is getting out of control, causing parking disruptions, and excessive demands of the town's water/sewer infrastructure. Paul Beaudin commented that the place for this discussion should be at the Planning Board meetings and not Board of Selectmen.

Town Planner Carole Bont read the parking requirements for the various types of housing in/around the town from the *Land Use Planning Ordinance (LUPO – Pg. 21, Article V, Section A – PARKING AND OFF-STREET LOADING)*, and noted that these short-term rentals are clearly in violation of the current regulations. Chairman Robinson feels that this particular issue and any new ordinances arising out of this discussion should initially be addressed in a Planning Board meeting, and then later on to Town Meeting for a vote. Town Planner Bont suggested to Robinson that as the Selectmen's Rep for the Planning Board, he can bring this discussion to them, and possibly hold a public hearing to get the conversation started.

Maintenance Contract – The Levee

Selectman Ludwig asked if the town was told by the US Army Corp. of Engineers (USACE) that they were responsible for re-writing a new maintenance agreement, or was this something the town decided to do on its own. Ludwig does not feel the town should have to re-write anything but rather abide by the original 1960 Agreement. Chairman Robinson felt this was a good question and suggested they reach out to Dubois & King to see if they could seek clarification on this from the USACE. Ludwig does not want the town to have to take on any more responsibility than already outlined in the original agreement (1960).

Letter received from the Village Shops ICH, LLC

Chairman Robinson read a letter received from Marcia Imbrescia, owner of the Village Shops (*see attached*). Robinson explained that the Selectmen received a request that was submitted from One Love Brewery to expand their patio out into the town's easement. In 2010 there was a license agreement signed by the Board of Selectmen (rather than an easement) that the property owners gave to the town to use the area for one (1) year (Memorial Park/Gazebo), and then at such time the agreement would automatically renew year-to-year (unless 30-days prior written notice was issued by either party). Robinson further explained that the details surrounding the reasoning for this licensing agreement in the first place (how it came about, and why) are unknown, however, noted that this complicated the Board's previous decision on the deck expansion request. Selectman Ludwig added that this agreement was signed by the previous owner, Dennis Ducharme (Southern Peaks Realty, LLC) in March of 2010, and appears to supersede the original agreement signed in April, 1979 (Franconia Paper Company, Inc., term expiring September 4, 2074). Ludwig does not understand how this 2010 licensing agreement can supersede the previous 99-year lease agreement and noted that town counsel was asked to review this matter and follow-up. Robinson explained that the Planning Board voted to approve the expansion of the use of that land with the condition that there be no table seating; no table service, and only a lawn area/gathering spot for corn-hole to be played. This would be contingent upon the Town Counsel's review of the legal documents, and then

approval of the Board of Selectmen. This information is currently being reviewed by the town's attorney who is just returning from vacation.

The Passing of long-time resident and former Selectman and State Representative, Edmond Gionet
The Board expressed with deep regret the passing of life-long Lincoln resident, Edmond Gionet. Mr. Gionet served as a Board of Selectman for the town from 1970-1974; 1981-1987, and then in 1999-2002. Edmond also served as our District 5 State Representative from 2002-2016. Selectman Ludwig explained that Mr. Gionet spent many years serving the Lincoln community and always tried to do what was best for the town. The Board sends their condolences and deepest sympathies to the entire Gionet family during this grieving time.

Abatement Request

An abatement request was submitted by Marion & William Deluca Trust for a parcel located at 90 Rams Horn Drive, Unit H6, Map/Lot 126-023-000-07-000H6 in the amount of \$5,787.70 (Principal \$5,763 plus interest of \$24.70). The taxpayer has requested an abatement of their June 2019 taxes paid due to the fact that the unit was still unlivable in April of this year (this unit burned 12/29/2016). The property owner explained that the renovation/repair work is well underway and should be completed by winter.

MOTION: "To grant the abatement request for Marion & William Deluca in the amount of \$5787.70."

Motion: OJ Robinson

Second: Jayne Ludwig

Motion carries.

Finance Director's request to receive E-statements

Finance Director Johnna Hart requested the Selectmen sign a Bank of New Hampshire authorization that will allow her to receive e-statements.

MOTION: "To authorize Johnna Hart, Director of Finances to receive Bank of New Hampshire online e-banking statements."

Motion: OJ Robinson

Second: Jayne Ludwig

Motion carries.

Public Participation

Paul Beaudin asked if the town was going to be responsible for the maintenance on the last 400' of the levee which was *not* part of the original 1960 US Army Corp. of Engineers (USACE) Maintenance Agreement. Beaudin also questioned whether or not the town was responsible for the costs associated with rebuilding the last 400' of the levee (was not included as part of the original agreement). Robinson responded that the town originally contracted with AJ Coleman prior to the NH Supreme Court ruling that stated the Town of Lincoln was *not* the owner of the levee. At that time, the town was mandated and under the direction of DES (Department of Environmental Services) to repair the levee as a result of losing its court case (and appeal process) with DES. The sentiment at that time was that if the town did not meet the DES standards, they (DES) could have stepped in and taken over the project making the repairs themselves, and later billing the town for the same. The town opted to repair the levee as re-designed and contracted with AJ Coleman to do the work, which is currently bought and paid for (the 1960 Agreement does not say anything about the town maintaining this 400' section). Robinson added that the current agreement states that when the levee work is complete, it will be handed back over to the town in the condition that meets the USACE 1960 standards (removal of vegetation between rocks, replace chinking rocks etc.) at no additional costs to the town.

Dave Beaudin commented that it was his understanding that a water line was replaced down on the West Street/Main Street Project, but the sewer line was not (sewer line runs under the water line) and there is now a conflict (after an exploratory was conducted) that the sewer line is going to be too big and the recently replaced water line must now be moved again. Beaudin does not feel this should be done at the town's expense, but rather it should have been the engineer or contractor's responsibility to know where the sewer lines were located. Beaudin feels the contractor should have had this information prior to beginning the work the first time they shut down the water, instead of having to come back and dig everything up and inconvenience the residents and businesses a second time. The Board thanked Dave as they were not aware of this, and would investigate this matter further.

V. NONPUBLIC SESSION *Pursuant to RSA 91-A: 3: II*

There was no non-public session this evening

VI. 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: Jayne Ludwig

Motion Carries.

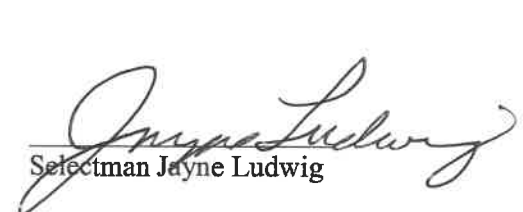
The meeting adjourned at 8:15 p.m.


Respectfully Submitted,
Jane Leslie

Approval Date 8 / 12 / 2019


Chairman OJ Robinson


Selectman Tamra Ham


Selectman Jayne Ludwig

July 29, 2019
Board of Selectmen's Meeting
Please PRINT Legibly

ROGER HARRINGTON
(Print Name)

Clifton Dauphin

Jim Welsh

Debbie Celino

Mike Conn

Denise Heredeen

Roger Harrington
(Sign Name)

Clifton Dauphin

Jim Welsh

Debbie Celino

Mike Conn

Denise Heredeen

Town meeting ^{7/29/19}~~2/29/19~~

Hello

My name is Denise Heredeem I live on 25 School St.

I am here to go on record in regards to concerns in the neighborhood of the reoccurring disturbances at 29 School St.

This house According to specs and Town filing, was to be a 3-bedroom 5 bath Single-family second home.

It is according to Airbnb a

5 bedroom 5 1/2 baths and rents for 500/ night with most stays being One week with 8 to 10 carloads of people. Multiply 2 to 4 to a car is 16-60 people.

The disturbances are as follows:

Late night noise,

24-7 traffic congestion on an already a busy street.

I am unable to get out of my driveway safely most of the time. On July 27 there was a party with "exotic dancers" as told to me by the house cleaners who gave me a calling card of which they found many.

In addition to the Constant noise, traffic congestion, cars parked on top of the buried propane tank, the residents of Lincoln are footing the bill for the trash, and A distressed water and sewer facility.

Everyone brings their own food and beverages and on July 27 paid women.

I would like to know if the town has made any stand on collecting revenue from these Airbnb's.

If this is no longer a single-family home. Does it constitute a tourist home or boarding/rooming house or hotel as it seems to me. And how many can you squeeze into one house?

In the past I have not called the police, although it is after the fact, today I registered a formal complaint with patrol officer Chris Lowe Who instructed me to start calling the police ,and as to the paid women, he would look into as he was quite shocked and not sure of the answer.

This community is small, very small. Which needs to have some standards set.

Thank you

VILLAGE SHOPS ICH, LLC
POST OFFICE BOX 127
LINCOLN, NH 03251

July 26, 2019

Town of Lincoln Office of Selectmen
O.J. Robinson, Jayne Ludwig, Tamara Ham
148 Main St, P.O. Box 25
Lincoln, NH 03251

Dear Selectmen,

I am the owner of the Village Shops and in reading the minutes of your July 1, 2019 meeting, I realized that you were misinformed in regard to the agreement between the Village Shops and the Town of Lincoln about the 'Gazebo lawn area'. The section of the minutes that I am referring to is titled, 'One Love Brewery' and relates to the discussion about my tenant, One Love Brewery, requesting a Planning Board Site Review to include a section of lawn within their fenced outside eating area.

John Imbrescia and I met with Town Manager Burbank and Carole Bont on July 8 and informed them that the lease agreement signed in April 1979, which allowed the Town to use the 'Gazebo lawn area' until 2074, is no longer valid. A new license agreement was made on February 1, 2010, and I have attached a copy. It is signed by three Selectmen and was recorded at the Registry of Deeds on March 3, 2010. The new license is similar in some ways to the 1979 agreement, however, it can be terminated by either party with 30 days notice and the 'Gazebo lawn area', shown by cross-hatching on the map, is smaller and does not appear to include the One Love Brewery outdoor patio.

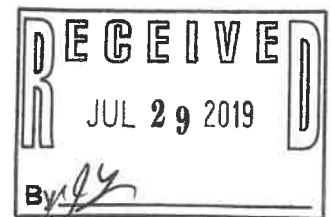
I would appreciate this new information being read into the minutes of your selectman's meeting unless you have already done so.

Please don't hesitate to call should you have any questions or require additional information.

Respectfully,



Marcia Imbrescia, Owner the Village Shops

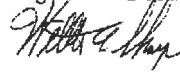


ORR AND RENO, P.A.
One Eagle Square
P.O. Box 3550
Concord NH 03302-3550

BK 3684 PG 0306

MAC

Doc # 0002671 Mar 3, 2010 3:20 PM
Register of Deeds, Grafton County



LICENSE AGREEMENT

BETWEEN

SOUTHERN PEAKS REALTY, LLC

AND

TOWN OF LINCOLN

Lincoln, Grafton County, New Hampshire

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 1st day of February, 2010 by and between Southern Peaks Realty, LLC, a New Hampshire limited liability company with an address of 25 South Mountain Drive, Post Office Box 1058, Lincoln, New Hampshire 03251 ("Licensor") and The Town of Lincoln, New Hampshire, a New Hampshire municipal corporation whose mailing address is Post Office Box 25, Lincoln, New Hampshire 03251 ("Licensee").

1. Licensed Premises. The Licensor does hereby permit the Licensee to use a portion of its real estate located along the south side of Route 112 in Lincoln, New Hampshire, being a portion of map/parcel 18-046000-00-00000, previously known as map/lot 16-3100.0004-002 and shown on a plan titled "Subdivision and Boundary Line Adjustments Lincoln Mill Associates & Millfront Associates and Lincoln Inn Associates, Lincoln, New Hampshire" recorded in the Grafton County Registry of Deeds as Plan #11011 ("Licensed Premises"), subject to the right and reservation of the Licensor to use the Licensed Premises at any time and for any purpose ("License"). The Licensed Premises is more particularly shown as the cross-hatched area on an excerpt of Plan #11011, which is attached hereto as Exhibit A.

2. Term. The initial term of the License shall be for one (1) year, commencing on the date hereof, and shall continue from year to year thereafter unless either party shall give thirty (30) days prior written notice to the other party that it is terminating the License, which termination shall be effective on the 31st day following the date of such notice.

3. Use of the Licensed Premises. The Licensed Premises shall be used by the Licensee only for the purpose of maintaining a gazebo, veterans' monuments, walking paths and lawn for the public enjoyment. Licensee shall not use or store on the Licensed Premises environmentally hazardous materials or products within the meaning of federal or state laws and regulations. Licensee shall not store personal property, equipment, machinery, products, supplies and any other materials on the Licensed Premises.

4. Compliance with Laws and Regulations. Licensee shall comply with any and all applicable state and local laws and regulations in connection with its use of the Licensed Premises.

5. Maintenance and Upkeep. Licensee shall maintain the gazebo in good and proper condition and shall keep the Licensed Premises in a clean and orderly manner, free from trash and unsightly materials.

6. Surrender. Upon the termination of this License, Licensee agrees to quit and deliver peaceably and quietly the Licensed Premises in a good, clean and restored

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condition to Licensor and shall remove the gazebo therefrom unless Licensor and Licensee reach other mutually acceptable agreement with respect to the disposition of the gazebo.

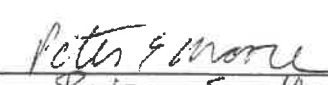
7. Miscellaneous. This License Agreement shall be governed by the laws of the State of New Hampshire and shall not be amended or modified except by written instrument executed by both of the parties. This License Agreement shall not be assigned by the Licensee without the prior written consent of the Licensor. This License Agreement shall be binding on the successors and assigns of the parties. All notices shall be mailed or delivered to the parties at the addresses designated in the preamble to this License Agreement unless a party shall give written notice to the other party of a new address.

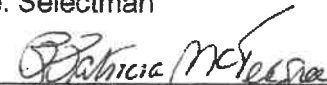
IN WITNESS WHEREOF, each of the parties has caused a duly authorized officer or officers to execute this License Agreement on its behalf as of the first date written above.

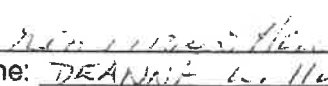
Southern Peaks Realty, LLC
By: East Branch Resort Management,
Inc., Manager


By: Dennis Ducharme, Vice President

Town of Lincoln, New Hampshire

By: 
Name: Peter E. Moore
Title: Selectman

By: 
Name: R Patricia McKeague
Title: Selectman

By: 
Name: DEANNE L. HUNT
Title: Selectman

Longhor
RR 1
Lincoln
m/P

N. H. Route 112

