

**LINCOLN BOARD OF SELECTMEN'S
MEETING MINUTES**

APPROVED

SEPTEMBER 21, 2020 – 5:00PM

**LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH
(THE RECORDING OF THIS MEETING CAN BE FOUND ON YOUTUBE)**

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

Staff Present: Town Manager Burbank, Fire Chief, Ron Beard, Sergeant Mike Stevens, and Administrative Assistant Jane Leslie, (Town Clerk Kristyn Brophy joined the meeting at 6:30 pm)

Public Present: Roger Harrington, Renee Blood, Dennis Ducharme, Gloria Morin, Sue Ledger, and Dave Beaudin

Public Present via Zoom Video Conferencing: Mary Conn, and Jay Scambio

I. CALL TO ORDER

Chairman Robinson called the meeting to order at 5:17 pm.

II. APPROVAL OF MEETING MINUTES FROM PREVIOUS MEETING

MOTION: "To approve the BOS meeting minutes of September 14, 2020 as amended."

Motion: Tamra Ham

Second: Jayne Ludwig

All in favor.

MOTION: "To approve the Non-public BOS meeting minutes of September 14, 2020 as presented."

Motion: Tamra Ham

Second: Jayne Ludwig

All in favor.

III. LOON MOUNTAIN WINTER SEASON *Discussion*

Jay Scambio, General Manager of Loon Mountain addressed the Board and explained that he has been speaking with Town Manager Burbank and Chief Beard about what he expects the winter season will look like for Loon Mountain in the age of COVID. Scambio explained that in light of the various restrictions on indoor spacing (food & beverage, restrooms etc.) Loon has been discussing various seating options both indoors and outdoors, and considering adding several 30'x40' outdoor tent structures around the resort (e.g., Pemi Base Camp) which would be erected in November and stay up throughout the winter season, or until the Governor lifts his emergency orders. Loon would also like to install "restroom" trailers, with one on each side of the resort, similar to what is done for the Highland Games. Scambio explained that he thought the best approach to this situation would be to inform the Board of Selectmen of what Loon's plans are for the winter season.

There was a brief discussion on the logistics of the tents, and whether or not this was something that would fall under the purview of the Board of Selectmen or the Planning Board. Chairman Robinson commented that there is a fine line here because the Planning Board is typically for when a permanent change is being made to either an operation or a structure, and Loon is looking to set up a few tents to help with social distancing requirements (structures are not going to be permanently attached to the ground). Town Manager Burbank noted that Loon currently has a "Global Special Event Permit" and questioned whether or not this would fall under that. Chief Beard commented that if the tents are up for longer than 180-days, they would then be considered a structure, and would require a permit, however, the Board could issue a waiver due to COVID pandemic. Selectman Ham asked if the Board could state in the meeting minutes

that Loon is being given permission to erect three (3) tents and portable bathrooms for the winter season due the COVID Pandemic. The Board was in agreement and made the following motion:

MOTION: “To allow Loon Mountain to erect three (3) outdoor tents, and to move in portable bathroom facilities due to the COVID-19 pandemic for the 2020/2021 winter ski season.”

Motion: Tamra Ham

Second: Jayne Ludwig

All in favor.

IV. RIVERWALK RESORT at LOON MOUNTAIN PHASE 2: TIMING AND PAYMENT OF FEES (*Water/Sewer/Bedroom Impact Fees and Permit Fees*)

Dennis Ducharme (Riverwalk Resort Developer) addressed the Board and explained that after a discussion with Town Planner, Carole Bont and Town Manager Burbank, it was suggested that he speak with the Board of Selectmen. Ducharme provided a brief update on the status of Phase II of the Riverfront Resort construction project, and informed the Board that he is still moving forward with the project. Ducharme explained that at the time he was preparing to submit his plans to the Town, NH Department of Transportation (NH-DOT) expressed an interest in taking another look at this project. Ducharme noted he already had two (2) Driveway Permits (issued in 1985 & 1995) and the permit issued in 1995 included three (3) hotels and 100K square footage of retail space that would be exiting out of the driveway onto Route 112 (DOT is now saying that things have changed since 1995). Ducharme went on to explain that he agreed with DOT to conduct a *Traffic Impact Study* which was done on July 1st, 2020 and submitted to DOT at the end of August (he is currently awaiting comments from DOT), however, DOT was not preventing Ducharme from beginning the Phase II construction project. Ducharme further explained that both his lender and attorneys are recommending that Ducharme *not* move forward with the project until the comments from DOT are received, however, Ducharme thought he could begin the Land Use Planning Application (LUPA) process now due to its complexity.

Ducharme wanted to discuss both the LUPA fee as well as impact fees (water, sewer, bedroom) with the Board because they had recently voted on revising the Land Use Fees and Costs (effective July 21, 2020). Ducharme explained that he was prepared to submit his LUPA months ago had it not been for the DOT's request for a *Traffic Impact Study*, and he is hoping that there is room for the town to negotiate on the \$15K permit fee (the previous fee was \$50). Town Manager Burbank added that at the time of his discussion with Ducharme, he had not offered an opinion on this matter one way or the other, however, Burbank does feel that Ducharme has a valid point and would have submitted his application months ago if DOT had not gotten involved. Burbank feels that there is a risk that Ducharme can spend the \$15K on application fees only to run into issues with DOT, and regardless of the dollar amount that the Board establishes, Burbank feels that there is definitely room to negotiate (the \$15K fee).

Selectman Ham commented that the Riverwalk project consisted of three (3) phases, and suggested that they charge the \$15K application fee for all three phases, and the remaining two (2) phases could be billed at \$7,500 for Phase II, and \$7,500 for Phase III.

Selectman Ludwig commented that she was not aware Ducharme was going to be attending tonight's meeting, and wanted to take some time to think about this. Ducharme responded that he did not expect an answer tonight, and was hoping to shed some light on the prospect of possibly negotiating the LUPA fee. Chairman Robinson asked Ducharme if he was also asking for a delay in paying the water and sewer tap fees as well? Ducharme explained that what he would like to do is once the LUPA fee is determined, he would like to do the same as he did with the first phase of the Riverwalk project which had a total of \$500K in water/sewer tap fees, and he paid an initial deposit of \$150K, and the remaining balance was paid in a series of payments (3 or 4) over the course of the year when he received an invoice from the

Town (construction draws would be submitted to the Finance Department). Ducharme noted that he did not want to pay a deposit on this phase until he heard back from DOT.

Chairman Robinson explained the Board's philosophy when they revised the previous \$50 LUPA fee, because they realized that it was costing the Town and taxpayers a lot of money in staff time and resources that the original \$50 fee was not covering. Robinson noted that the Board tried to be as diligent as possible when revising the fee structure, while ensuring that it was fair to the taxpayers and reasonable to the developers. Robinson also explained that the escrow deposit (separate funds) is money that is set aside that covers other Town regulatory requirements such as a third-party review (Ray Korber) of engineering plans. Robinson also noted that Ducharme will have expenses with the state and fire code requirements which the Town has no leverage or control over. Robinson felt there was no reason they could not schedule out the water and sewer tap fees, particularly because this infrastructure will not be affected for another three (3) years. Robinson would like to find a number that comes between \$50 and \$15K that makes sense to everyone, and agreed to continue this discussion during next Monday's Board meeting when everyone has had a chance to think about it.

The Board thanked Mr. Ducharme, and he departed the meeting.

V. TOWN OF LINCOLN WATER USE RESTRICTION ORDINANCE Pursuant to RSA 38:26 By-Laws and Ordinances

Chairman Robinson explained that during recent Board Meeting(s) (8/24 - 9/14/20) the Selectmen had adopted restrictions that banned all outdoor water use in the Town of Lincoln, except for limited outdoor water irrigation between the hours of 8-5am and 8-5pm. This notice was posted in the Courier Newspaper (9/23/20) and distributed throughout the town and social media/town websites. Robinson explained that the Board needs to adopt the State RSA 38:26 (*see attached*) prior to imposing any further restrictions. The Selectmen reviewed **Section IX. – Penalties**, and agreed on the following fines:

- **First Violation:** Warning
- **Second Violation:** \$250
- **Third Violation:** \$500 (to \$10,000 fine) and discontinuance of water service. A **reactivation fee** of \$250 will be charged before water service is restored.

Town Manager Burbank commented that the Town would never impose such stringent restrictions on water usage if not for the critical drought situation. Burbank further explained that the river is so low that it looks like a brook and is running at approximately 30-cubic feet per second (the Water Plant is making 750-1M gallons of water per day). The Town is also doing rehab work on its wells which will take a week to ten (10) days to complete. Loon Pond Dam water levels have dropped so low that it looks like a "mud flat" with no water coming out of it. Burbank noted that a complaint was received at the Police Department about a resident who was watering their lawn, and when an officer showed up at the home to explain the current water restrictions, they received a lot of grief from this resident. Chief Morris had urged the Board to formally adopt this state statute so that it would be enforceable by law. Selectman Ludwig asked Water Plant Operator, Dave Beaudin if the water usage has gone down at all since last week's Selectmen's Meeting? Beaudin responded that the usage has dropped by almost 100k gallons per day since last week's meeting, whether this is attributed to less visitors in town, or the resident's conservation efforts, overall, the public understands that there is a severe drought situation going on. Beaudin added that the "warning" is really a tool to educate the public to understand how critical water conservation is at this time, and for those who do not want to be educated, the Police Department should than be able to step in.

The Board reviewed the various levels of restrictions (Level 1, Level 2, Level 3, and Level 4) in **Section V. – Requirements** and made the following motion:

MOTION: “To adopt the Water Use Restriction Ordinance for Water Systems Owned or Operated by Municipalities or Village Districts as we are presenting.”

Motion: Tamra Ham

Second: Jayne Ludwig

All in favor.

Selectman Ham noted that the Board of Selectmen have deemed the current water restriction at a **Level 4 as follows:**

- i. Landscape watering is prohibited.
- ii. Use of automated landscape sprinkler systems is prohibited.
- iii. Washing of streets, driveways, sidewalks, or other impervious areas is prohibited.
- iv. Washing of cars or boats at a non-commercial facility shall be prohibited.

Selectman Ham read the following email from Mike Beaudin (*see attached*) dated September 18, 2020 as follows:

Dear Board of Selectman,

On Wednesday of this week I was working in my yard when a black car that turned out to be an unmarked Police cruiser drove into my driveway and an armed Police officer got out. She walked over to within 3 feet of where I was standing with no mask on. She proceeded to tell me that there was a water ban in Town and that someone had complained about me watering my new lawn. This encounter seems ill conceived on a number of levels but I will leave you to ponder that.

My reason for writing to you is to explain my situation and to ask for your understanding and leniency regarding my case relative to the water ban.

On September 5th of this month, I had my lawn hydro seeded at a cost of almost \$1,800. Since this is a new house it is the first lawn that has been here. The Company that did the work, Liquid Lawn from Tilton, signed and had me sign an agreement that stated that they would warrantee the lawn to grow as long as I followed their procedures for maintaining it, one of the key ones being keeping the lawn moist for at least 30 to 45 days. The contract stated that if I did not do so, it was likely that my lawn would fail. So not watering my lawn is not a matter of letting it go dormant until next year, it is about losing my lawn and the investment I made in it.

The current ban which prohibits all watering of lawns will therefore result in my voiding the contract I signed with the seeder, causing me to lose my \$1,800 investment and forcing me to remove the debris next year at an additional cost before again paying the seed the lawn. I made the decision to install the lawn 10 days before the current ban was put into place so there was no way for me to foresee this financial loss.

I am willing to water the lawn in off hours such as between 5 and 8 AM and 5 and 8 PM but to not water at all will place a financial hardship on me. It seems to me that this situation is much like when a new ordinance such as the setback required for an outbuilding is adopted. The taxpayers that already have a shed closer to the boundary are not told to move it, they are grandfathered. That is essentially what I am asking you to consider in my case.

I appreciate your consideration of my request.

Regards,

*Mike Beaudin
20 Louis Lane
Lincoln, NH*

Town Manager Burbank commented that Chief Beard had received a phone call from another individual in town that was in a similar situation with their lawn, and Chief Beard had directed them to reach out to DPW Director Hadaway. Hadaway informed the caller that there were no exceptions at this time because the town is in a crisis situation. Burbank explained that this puts the Water Department in a tough position, as they cannot pick and choose who can use their water and who cannot. The current ban applies to everyone until the weather changes and it starts to rain. Chairman Robinson asked when the Cold Spring Well would be coming back online? Burbank responded

that it could be a week to ten (10) days. Selectman Ham asked Town Manager Burbank to reply to Mr. Beaudin's email and inform him that the Board of Selectmen will not be making an exception for him to water his lawn at this time.

VI. OLD/NEW BUSINESS

Town Manager's Report

There was no Town Manager's Report (returning from vacation).

NEW BUSINESS

Letter Received from Marcia Imbrescia/The Village Shops ICH, LLC

Chairman Robinson read a letter received from The Village Shops ICH, LLC owner Marcia Imbrescia (*see attached*) who owns the property known as Memorial Park (the Gazebo). Town Manager Burbank responded that he has forwarded these documents to Town Counsel for a more in-depth look and guidance.

Weston & Sampson Water Storage Assessment & Model Update

Chairman Robinson explained that the Town has engaged Weston & Sampson to provide engineering services to evaluate the town's water storage tank capacity, and to provide a storage assessment for a future water storage tank, if warranted. After a brief review of the report, Robinson noted that he had some questions and needed a better understanding of a few items. Robinson asked if Weston & Sampson planned on presenting their report to the Board. Town Manager Burbank suggested that Weston & Sampson come in and present to both the Selectmen and the Ad Hoc Water Committee (and the public). Robinson suggested Burbank reach out to Weston & Sampson to see if they will be available to meet on October 1st and present their findings at that time.

Abatement Request

Chairman Robinson explained that Robert & Lisa Drew have filed an abatement appeal with the Board of Tax and Land Appeals (BTLA) for tax year 2019 on one of their two (2) properties. Robinson was not certain exactly which of the two properties this request was for because there had already been a settlement on one of their properties. Robinson suggested the Board get further clarification before they proceed any further.

NH Electric Co-Op (NHEC)

The Board reviewed and completed the NHEC Special Meeting Official Ballot that is voting to allow the Co-Op more flexibility/access to broadband internet services.

MOTION: "To vote yes on the NH Electric Co-Op Bylaw Amendment Question."

Motion: Jayne Ludwig

Second: Tamra Ham

All in favor.

OLD BUSINESS:

Halloween

Selectman Ludwig asked Selectman Ham if she has received any information on the webinar for Halloween. Ham responded that she, along with Woodstock Selectman Charyl Reardon and Recreation Director Tower have signed up for the NH Municipal Association's (NHMA) webinar that is scheduled for September 30th.

Campfires

Selectman Ludwig asked Chief Beard if campfires are still allowed in light of the dry conditions? Chief

Beard responded that brush piles are *not* allowed to be burned, but as of this date, there are no restrictions on campfires until the state enters into “red flag” conditions. Beard added that anyone who sees a fire that they feel may be an illegal or unpermitted campfire, should reach out directly to either the Fire or Police Department. Ludwig expressed concerns with homes that are close to each other in densely populated areas and pose a fire hazard when burning campfires in their yards.

Public Hearing - Lot-Line adjustment - Marcoccio

Chairman Robinson explained that on September 14th the Board of Selectmen held the first of two (2) Public Hearings for the proposed land transfer/lot line adjustment for land located at 45 Beechnut Drive. One of the questions that was asked concerned the value of this piece of land, and the Board had agreed to look at a similar land deal done in 2014 with East Spur Road. In 2014 there were three (3) property owners involved with this land transfer/sale (James Welsh, Jane O’Connor, and Mike Harrington) and the property was sold for \$1,500 and measured 45’x 830’ (1.05 acres). Robinson asked that the Board review this information in preparation for the 2nd Public Hearing scheduled for September 28th at 5pm.

Public Participation

Sue Ledger addressed the Board and explained that when she comes to Town Hall to vote in an election, she is always required to show her picture ID, even though the ballot clerks know who she is, however, when she requested her absentee ballot for the upcoming election, she did not have to present any form of identification. Selectman Ham agreed and thought everyone should always have to show their ID when they vote, however, the Town does not make these rules and this is done on the State and Federal level. Town Clerk, Kristyn Brophy commented that they are not legally required to ask for identification. Chairman Robinson asked if there was an affidavit that the voter is asked to sign? Brophy responded “no” there is not, however, the absentee ballot application cites an RSA concerning false statements and perjury. Brophy added there is also a system of checks and balances to ensure no one person votes twice. Selectman Ludwig questioned where a person can go to complain about this if they do have an issue with the voting system? Brophy responded the public can reach out to the Secretary of States Office to voice their concerns.

Gloria Morin asked if there would be a traditional Halloween this year. Selectman Ham explained that there will be a webinar sponsored by the NH Municipal Association on September 30th discussing Halloween this year, and then Lincoln and Woodstock Boards will be meeting (October 6th) to make a final decision. Morin responded that it is important that the kids are able to have a Halloween in light of everything that has gone on this past year. Morin asked what type of work was being done on Maple Street? The Board explained that the roads are being ground up, and all new sidewalks and curbing are being installed, however, this will not affect the width of the road. The storm drains are also being reset, and will not affect the roads drainage. Roger Harrington asked if the curbing was being done on both sides of Maple Street? Town Manager Burbank called DPW Director Hadaway (*during this meeting*) and reported that they will *not* be resetting the granite curbing on the other side of Maple Street.

Roger Harrington asked if there was any news on Forest Gardens. Chief Beard responded that Town Engineer Ray Korber has done the calculations where the land is currently disturbed, and it is under an acre and therefore does not require a SWPP, however, with the most recent permit being requested, this will put this over an acre and would require a SWPP. At the present time, the last permit will not be issued until this matter is resolved. Beard noted that it appears that they have pumped the ponds out, but have not provided any bonds yet.

Email received from Paul Schirduan – COVID Alert and Teachers Union

Selectman Ham read the following email from Paul Schirduan:

To whom it may concern,

FYI, I was at a school board meeting last night, and apparently at least at the middle school and high school, kids are eating in groups without masks vice at their desks which is what we agreed to before school reopening (and CDC recommended) ... apparently the teachers union came to school and complained about the teachers not getting a lunch break ... which of course is fine ... everyone deserves lunch, but to throw out our policies on day two is crazy ... luckily there was a medical doctor at the school board meeting who caught this, so not sure what the solution is, but I'm going to volunteer if they need someone to cover for lunch for teachers at school ...

Open schools safely 🍷
Paul Schirduan

Selectman Ham wanted Mr. Schirduan to be made aware that the Lincoln Selectmen do not have the authority to step into any of the school's business, and they are self-governing. The Board agreed to have Town Manager Burbank respond to Mr. Schirduan's email and explain the same.

VI. NON-PUBLIC Session Pursuant to RSA 91-A:3:(III) (c) Personnel Issue

MOTION: "To go into Non-public session pursuant to RSA 91-A:3 (III) (c)"

Motion: OJ Robinson

Second: Tamra Ham

All in favor.

The BOS went into Non-public session at 7:15 p.m.

MOTION: "To re-enter public session."

Motion: OJ Robinson

Second: Jayne Ludwig

All in favor.

The Board came back into public session at 7:34 p.m.

VII. ADJOURNMENT

After review of the weekly payables, and with no further business to attend to, the Board made the following motion:


MOTION: "To adjourn."

Motion: Tamra Ham

Second: Jayne Ludwig

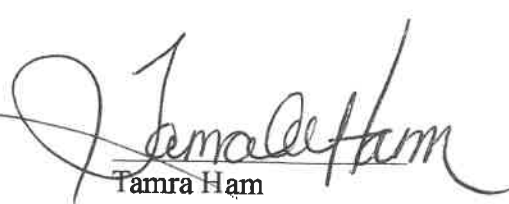
All in favor.

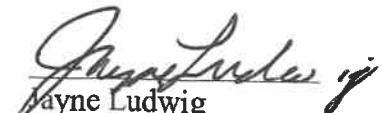
The meeting adjourned at 7:35 p.m.


Respectfully Submitted,
Jane Leslie

Approval Date: September 28, 2020


Chairman O.J. Robinson


Tamra Ham


Jayne Ludwig

Town Hall

From: Herbold, Stacey <STACEY.P.HERBOLD@des.nh.gov>
Sent: Thursday, September 17, 2020 11:59 AM
Subject: Drought Update: Drought worsens across a significant portion of the state and residential wells are being impacted

Dear Municipal Contacts: (Please forward to governing board.)

According to the U.S. Drought Monitor, drought has worsened across a significant portion of the state. Currently 72% of the state is experiencing "severe drought" (D2), up from 28% last week, while 28% of the state is experiencing moderate drought (D1). There are no indications of the situation improving in the next 10 days. The weather forecast through Wednesday indicates unlikely chances of receiving any significant amount of rain and the Weather Service's 6-10 day and 8-14 day precipitation outlooks favor below normal precipitation.

Impacts to residential wells are being experienced across the state. Well drillers are reporting long waits for their services, due to increased demand by residential well owners seeking to remedy water shortage issues and water quality issues related to drought and more people at home putting higher demand on the wells. Water conservation is key, as residents may not be able to get timely service to remedy shortage issues or have the monetary means to improve their wells.

NHDES is urging municipalities to implement municipal-wide lawn watering restrictions as authorized by RSA 41:11-d, which allows municipalities, including village districts, to restrict lawn watering activities on private well owners and community water systems within municipal boundaries. Curbing lawn water usage is imperative to sustaining supplies. NHDES is also working with public water suppliers to implement restrictions.

To date, 159 community water systems serving 320,000 people and six municipalities with a total population of 47,000 have water use restrictions in place. See the Restriction List and Map for names of systems and municipalities implementing restrictions and a map of drought conditions by municipality.

See Drought Guidance for Municipalities for guidance on adopting a lawn water restriction, public messaging, and providing emergency water supplies to the public.

Please report restrictions to NHDES for posting on the NHDES website using the Restriction Reporting Form. Please also inform residents to report residential well shortages using the Residential Well Impact Survey form. NHDES will track well impacts so as to provide current information on drought impacts in your region.

Drought Update:

According to the U.S. Drought Monitor released this morning, 72% of the state is categorized as "severe drought" (D2) and 28% of the state is categorized as "moderate drought" (D1).

Tip* The restriction map includes town boundaries and drought categories, making it easy to identify if your municipality is experiencing drought.

All counties are experiencing a 90-day precipitation departures. Departures range from -1.58" in Coos County to -4.25" in Grafton (<https://w1.weather.gov/data/TAR/ESPTAR>).

The majority of the state is experiencing below normal to low groundwater levels. For more information, see the New Hampshire Groundwater Level Monitoring Report for August 2020. Reports are released monthly.

Forecast and Outlooks:

Dry weather is expected through Wednesday, with the exception of the potential for a few scattered thunderstorms in central and northern NH within the next 24-hrs. Temperatures will be cooler through the weekend and are expected to



TOWN OF LINCOLN, NEW HAMPSHIRE
WATER USE RESTRICTION ORDINANCE FOR WATER
SYSTEMS OWNED OR OPERATED BY MUNICIPALITIES OR
VILLAGE DISTRICT

Adopted September 21, 2020

ARTICLE 1: WATER USE RESTRICTIONS

I. PURPOSE

The purpose of this ordinance is to ensure the use of water is regulated in a manner the Board of Selectmen deems to be in the best interest of The Town of Lincoln. The Board of Selectmen may use reasonable means to protect, preserve and maintain the public health, safety, and welfare when a water supply shortage exists.

II. AUTHORITY

The Town of Lincoln adopts this by-law or Ordinance under its authority to regulate public water systems under RSA 38:26.

III. APPLICABILITY

The requirements of this section shall apply to all water users with connections receiving water from Lincoln Water Works.

IV. DEFINITIONS

A. Person: Any individual, corporation, trust, partnership, joint stock company, association, state, municipality, commission, United States government or any agency thereof, political subdivision of the State or any interstate body, or other entity.

B. Water supply shortage: A situation when insufficient water is available to meet the present or anticipated needs of the municipality/village district. A water supply shortage usually occurs due to drought or a major infrastructure failure.

V. REQUIREMENTS

Upon declaration of a water supply shortage or other water emergency the Board of Selectmen shall be authorized to determine and implement a certain restriction necessary to conserve and maintain adequate reserves of the public water supply. Provided there is a declaration as noted above, the following levels of restriction will apply immediately after the public notification period specified in Section VI.

A. If the Board of Selectmen issues a Level 1 restriction, then,

public water supply, unless it can be clearly demonstrated that the use of such water directly affects the public water supply.

Note: Municipalities or village districts have the authority to implement lawn watering restrictions in accordance with RSA 41:11-d applicable to all water users (including residential wells and other water users on private wells) under state declared drought conditions. See NHDES guidance in "Restricting Residential Lawn Watering During State or Federal Declared Droughts."

IX. PENALTIES

Any person failing to comply with the restrictions imposed pursuant to this Ordinance shall be subject to a fine and/or be subject to imposition of civil penalties pursuant to RSA 38:26, II not to exceed \$10,000 per day of such violation. Recovered penalties shall be used as the Town of Lincoln may direct. In addition to the foregoing penalties, the Town of Lincoln is authorized to discontinue the furnishing of water where orders and restrictions have been violated. Such discontinuance shall be made pursuant to RSA 38:31 and may be continued so long as there is evidence that the violations will continue.

First violation: Warning.

Second violation: \$250 fine.

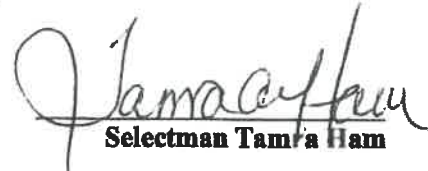
Third violation: \$500 to \$10,000 fine and discontinuance of water service. A **reactivation fee** of \$250 will be charged before water service is restored.

BOARD OF SELECTMEN LINCOLN NEW HAMPSHIRE

ORDINANCE REVIEWED AND APPROVED THIS 21ST DAY OF SEPTEMBER 2020.

**By the Board of Selectmen of the
Town of Lincoln, New Hampshire**


Chairman, OJ Robinson


Selectman Tamra Ham


Selectman, Jayne Ludwig

Appendix A

AUTHORITY FOR ALL PUBLIC WATER SYSTEMS TO IMPOSE RESTRICTIONS

Env-Dw 503.19 Short-Term Water Supply Inadequacies

(a) Whenever it appears that demand will exceed supply on an emergency or short-term basis, the water system owner shall take appropriate action(s) to reduce nonessential demand.

(b) Reduction of demand shall be considered as an emergency response achievable by directive from the water system to its customers.

(c) The water system shall define “nonessential demand” in the rules adopted pursuant to Env-Dw 503.08.

(d) A water system owner shall inform the department of any action(s) taken or directed to reduce customer demand on a short-term or emergency basis within 3 working days of taking or directing such action(s).

(e) If a water shortage necessitating the reduction of nonessential demands occurs on an annual basis, the shortage shall not be considered an emergency situation that can be addressed under this section.

Env-Dw 503.09 Termination of Service

(a) For purposes of this section, “termination of service” means the suspension of service until such time as the underlying reason for the suspension has been corrected or otherwise resolved.

(b) Subject to (g), below, the water system owner may terminate a customer’s service for cause as specified in the water system’s rules.

(c) If the water system has not adopted rules covering termination of service, the owner shall terminate a customer’s service for cause only as provided in this section.

(d) In the absence of system-specific rules, any of the following shall constitute cause for termination of service:

(1) Failure to pay a bill that is not being disputed under applicable legal procedures;

(2) Misappropriation of water by the customer;

(3) Refusal by the customer to give reasonable access to the customer’s premises for necessary inspection of water system property;

- b. The nature and extent of the restriction, such as restrictions on outdoor use of water or use by certain classes of customers;*
- c. The date such restriction is to go into effect; and*
- d. The probable date of termination of such restriction.*

(d) During times of threatened or actual water shortage each utility shall equitably apportion its available water supply among its customers with due regard to public health and safety

Penalties or other enforcement actions must be in accordance with the company's tariff, PUC rules or as otherwise approved by the PUC. For more information, contact PUC at: 21 South Fruit Street, Suite 10 Concord, NH 03301-2429; Phone: (603) 271-2431; Fax: (603) 271-3878.

Revised: May 2020

Town Hall

From: Tamra Ham
Sent: Monday, September 21, 2020 6:20 PM
To: Town Hall
Subject: FW: Watering Ban

-----Original Message-----

From: m-l-b <m-l-b2021@charter.net>
Sent: Friday, September 18, 2020 5:12 PM
To: O.J. Robinson <robinsonbos@lincolnnh.org>; Jayne Ludwig <ludwigbos@lincolnnh.org>; Tamra Ham <hambos@lincolnnh.org>
Cc: m-l-b2021@charter.net; b_a_b <B_a_b2021@charter.net>
Subject: Watering Ban

Dear Board of Selectman,

On Wednesday of this week I was working in my yard when a black car that turned out to be an unmarked Police cruiser drove into my driveway and an armed Police officer got out. She walked over to within 3 feet of where I was standing with no mask on. She proceeded to tell me that there was a water ban in Town and that someone had complained about me watering my new lawn. This encounter seems ill conceived on a number of levels but I will leave you to ponder that.

My reason for writing to you is to explain my situation and to ask for your understanding and leniency regarding my case relative to the water ban.

On September 5th of this month, I had my lawn hydro seeded at a cost of almost \$1,800. Since this is a new house it is the first lawn that has been here. The Company that did the work, Liquid Lawn from Tilton, signed and had me sign an agreement that stated that they would warrantee the lawn to grow as long as I followed their procedures for maintaining it, one of the key ones being keeping the lawn moist for at least 30 to 45 days. The contract stated that if I did not do so, it was likely that my lawn would fail. So not watering my lawn is not a matter of letting it go dormant until next year, it is about losing my lawn and the investment I made in it,

The current ban which prohibits all watering of lawns will therefore result in my voiding the contract I signed with the seeder, causing me to lose my \$1,800 investment and forcing me to remove the debris next year at an additional cost before again paying the seed the lawn. I made the decision to install the lawn 10 days before the current ban was put into place so there was no way for me to foresee this financial loss.

I am willing to water the lawn in off hours such as between 5 and 8 AM and 5 and 8 PM but to not water at all will place a financial hardship on me. It seems to me that this situation is much like when a new ordinance such as the set back required for an outbuilding is adopted. The taxpayers that already have a shed closer to the boundary are not told to move it, they are grandfathered. That is essentially what I am asking you to consider in my case.

I appreciate your consideration of my request.

Regards,

Mike Beaudin
20 Louis Lane
Lincoln, NH

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

September 18, 2020

✓ Town of Lincoln Office of Selectmen
O.J. Robinson, Jayne Ludwig, Tamara Ham
and
Alfred "Butch" Burbank
Town Manager, Town of Lincoln
148 Main St, P.O. Box 25
Lincoln, NH 03251

Dear Lincoln Town Manager and Board of Selectmen,

I am writing this letter of explanation and clarification in regard to the 2010 License Agreement between the Town of Lincoln and Village Shops ICH LLC pertaining to the Town's use of the Gazebo area, aka 'Memorial Park'.

Last summer it came to my attention that the Town was seemingly unaware of the 2010 License Agreement and believed that a leasing agreement done in 1979 was still in effect. I realized this when I read the 7/1/19 BOS (Board of Selectmen) meeting minutes. So, on 7/8/19 I went to town hall, with John Imbrescia, and met with Butch Burbank, Town Manager and Carole Bont, Planning and Zoning Administrator. We provided Butch and Carole with copies of the 2010 License Agreement pertaining to the Gazebo area.

On 7/26/19, I sent a letter to the Board of Selectmen pointing out that the 7/1/19 BOS meeting minutes mention the 1979 lease agreement of 'Memorial Park' but not the 2010 License Agreement. Subsequently, it was decided in the 7/29/19 BOS meeting that Town Counsel would be consulted.

According to the minutes of the 8/12/19 Board of Selectmen's meeting, an email sent by Town Counsel, Peter Malia, stated that he "does not believe the 2010 agreement trumps the 99-year lease", referring to the 1979 leasing agreement. Additionally, Butch sent a letter to the Village Shops on 8/29/19 including a check for \$95.00 which he felt was rent for the entirety of the 1979 lease agreement at \$1.00 per year for the period April 1979 to September 4, 2074.

Village Shops

Located at Rte. 112, Main Street, Lincoln, NH • www.LincolnVillageShops.com

I have attached to this letter, the 1979 lease agreement, the 2010 Licensing Agreement, my letter to the Board of Selectmen dated 7/26/19, Butch's letter to Village Shops ICH LLC dated 8/28/20 and the uncashed check #063570 made out to Village Shops ICH LLC.

Please let me draw your attention to the 1979 lease agreement which was made between the Franconia Paper Company Inc and the Town of Lincoln. When I purchased the Village Shops in 2010, my attorneys, Orr & Reno of Concord, NH, did an exhaustive review of the history of the property and noted that on the first page of the 1979 agreement, the Franconia Paper Company is referred to as the Lessee and the Town of Lincoln is referred to as the Lessor, when in actuality, it is the other way around. On some subsequent pages, the terms lessee and lessor are used correctly, see Section 15. A, and on some pages the terms lessee and lessor are used incorrectly, see Section 14, D.

With that error in mind, I ask you to look at Section 14, D (pg. 6, bk. 1408, pg. 934) which states "*if the LESSEE shall for any reason discontinue or otherwise cease its paper manufacturing process, whether voluntarily or involuntarily, for a period of one hundred eighty (180) consecutive days, this Lease shall terminate*". We all know that Franconia Paper Company has long been out of business and thus clearly ceased "its paper manufacturing process" for far more than 180 consecutive days.

Based on the language of Section 14, D, the lease terminated years ago in accordance with its own terms. As such, I am returning the uncashed check to you. I would greatly appreciate, for my records, a written confirmation from the Town that the License Agreement of 2010 is the sole agreement under which the Town of Lincoln has use of 'Memorial Park'.

Please let me know if you have any questions.

Best Regards,



Marcia Imbrescia
Village Shops ICH LLC
PO Box 127
Lincoln, NH 03251
617-548-5487
m.imbrescia@gmail.com



Village Shops

Located at Rte. 112, Main Street, Lincoln, NH • www.LincolnVillageShops.com



Town of Lincoln

Town Manager's Office ♦ 148 Main Street
P.O. Box 25 Lincoln, New Hampshire 03251

Al "Butch" Burbank
Town Manager

August 29, 2019

Village Shops ICH LLC
P.O. Box 127
Lincoln, NH 03251

Re: Gazebo Lease – Memorial Park Annual Lease Fee

Good Afternoon,

I have enclosed check No. 063570 in the amount of \$95.00 which represents rent for the Town of Lincoln's leased land known as "The Gazebo" (Memorial Park) and stipulated on page 2, section 3 of the original lease agreement dated April, 1979. Per this agreement, the Town of Lincoln is to pay \$1.00 per year due and payable on the anniversary date.

As it is unclear whether or not these payments have been made on a consistent basis, I am therefore submitting full payment from the commencement of this lease agreement (April, 1979) through its expiration date of September 4, 2074.

If you should have any questions, please feel free to call me to discuss further.

Sincerely,

Alfred "Butch" Burbank
Town Manager, Town of Lincoln



Town of Lincoln
148 Main Street
Lincoln, NH 03251

Citizens Bank

063570

Date: 8/22/2019

54-153114

PAY TO THE

ORDER OF VILLAGE SHOPS ICH LLC

\$95.00

** Ninety Five Dollars and no cents

VILLAGE SHOPS ICH LLC
P O BOX 127
LINCOLN, NH 03251

Julie Rolando

MP

⑈063570⑈ ⑆0⑆40⑆533⑆3300⑆66⑆4⑆6⑈

VILLAGE SHOPS ICH LLC

Invoice #	Invoice Date	Description	Town of Lincoln	Check No.	Discount Taken	Amount Paid
TOWN GAZEBO LEASE	8/19/19	GAZEBO LEASE \$1.00 PER YEAR 4/1979 THRU 9/4/2074		063570		\$95.00

Check Date: 8/22/2019

Check Total:*****

\$95.00

ORIGINAL CHECK MAILED
TO BUTCH BURBANK, 9-18-20

**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

MAC

BK 3684 PG 0306

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

Page 2

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.

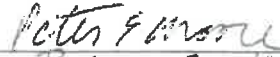
7. Miscellaneous. This License Agreement shall be governed by the laws of the State of New Hampshire and shall not be amended or modified except by written instrument executed by both of the parties. This License Agreement shall not be assigned by the Licensee without the prior written consent of the 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.

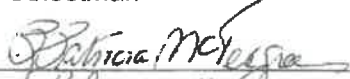
IN WITNESS WHEREOF, each of the parties has caused a duly authorized officer or officers to execute this License Agreement on its behalf as of the first date written above.

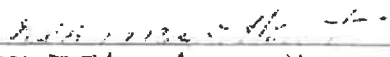
Southern Peaks Realty, LLC
By: East Branch Resort Management,
Inc., Manager


By: Dennis Ducharme, Vice President

Town of Lincoln, New Hampshire

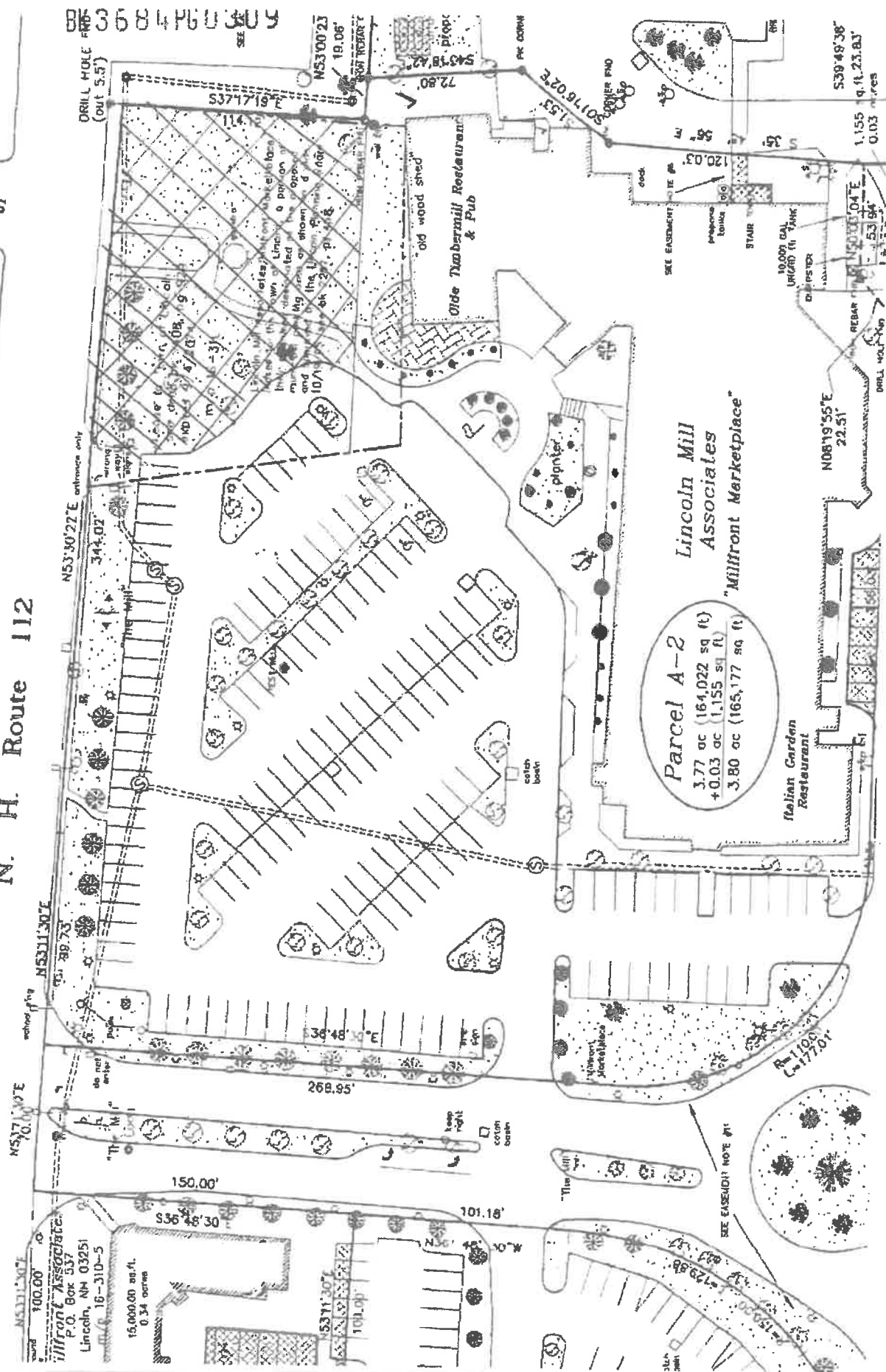
By: 
Name: Peter E. Menevik
Title: Selectman

By: 
Name: Patricia McKeague
Title: Selectman

By: 
Name: DEANNA L. HUNT
Title: Selectman

Longhor.
RR 1
Lincoln
m/p

BL 3684 PG 0309



LEASE

LEASE, made and entered into this day of April, 1979
by and between Franconia Paper Company, Inc., a Delaware
corporation, duly registered and authorized to do business in
New Hampshire as a foreign corporation, with a place of business
in Lincoln, County of Grafton, State of New Hampshire, herein-
after referred to as the LESSEE, which expression shall include
its successors and assigns, and the Town of Lincoln, a municipal
corporation, in Grafton County, State of New Hampshire, herein-
after referred to as the LESSOR which expression shall include
its successors and assigns.

WITNESSETH THAT, IN CONSIDERATION of the rent, covenants,
conditions and terms hereof, the parties hereto agree as
follows:

1. DESCRIPTION OF PREMISES: The LESSOR agrees to let to
the LESSEE, and the LESSEE agrees to take from the LESSOR, upon
the terms and conditions and for the rental hereinafter specified:

A certain tract of land with any improvements
thereon, shown and described on the diagram marked
Exhibit A, a copy of which is attached hereto and
made a part hereof by reference, in Lincoln, County
of Grafton, State of New Hampshire more particularly
bounded and described as follows, to wit:

Beginning at the northwesterly corner of the
premises at a point on the sidewalk running
along the easterly side of Main Street in said
Town of Lincoln; thence generally easterly ninety
(90) feet, more or less, to the edge of the pave-
ment of the Post Office Parking Lot, so-called;
thence continuing generally easterly forty-four
(44) feet, more or less, to the northeasterly
corner of the premises herein described; thence
generally southerly eighteen (18) feet, more or
less, to a point near or opposite the northwesterly
corner of a building described as the Old Wood Shed
so-called, on the premises of New England Pulp &
Paper, Inc.; thence continuing generally southerly
on a line parallel with the westerly line of said
Old Wood Shed ninety-eight (98) feet, more or less
to a point near or opposite the southwesterly
corner of said Old Wood Shed; thence continuing
southerly on a straight line to the southeasterly
corner of the premises herein described at a point
in the line of the Mill Parking Lot, so-called,
as shown on said diagram; thence generally westerly
one hundred and thirty-four (134) feet, more or
less, along said Mill Parking Lot and a series of
large boulders to another point on said sidewalk
running along the easterly side of Main Street.

-2-

thence generally northerly along the easterly line of said Main Street sidewalk one hundred eighty (180) feet, more or less, to the point of beginning.

2. TERM: The term of this Lease shall commence on the date hereof and shall extend until September 4, 2074, when it will expire.

3. RENT:

A. The LESSEE agrees to pay rent during the term of this lease at the rate of One (\$1.00) Dollar per annum, the first such payment to be made on the date hereof and each annual payment thereafter to be due and payable on the anniversary date hereof at such place as the LESSOR shall from time to time designate.

B. The LESSOR covenants with the LESSEE that during the term hereof the LESSOR shall not be assessed a real estate tax value of the premises leased hereunder.

4. INSURANCE: The LESSEE shall carry on the demised premises comprehensive liability insurance in the name of and for the benefit of the LESSEE and the LESSOR which shall provide coverage of at least \$500,000/\$1,000,000 for bodily injury and \$100,000 for property damage; the insurance premiums shall be borne by the LESSEE and copies of all policies shall be provided to the LESSOR.

5. INSPECTIONS: During the term of this Lease, the LESSOR reserves the right at reasonable times and with reasonable notice given in writing not less than thirty-six (36) hours in advance to make inspections, or cause to be made, inspections of the property hereunder by its duly authorized agents.

6. POSSESSION: The LESSOR, on the execution hereof shall deliver to the LESSEE full possession of the demised premises, free and clear of all tenants and occupants and the LESSOR covenants and agrees with the LESSEE that upon the payment of rent and the observance and performance of all the terms, provisions, covenants and condition on the part of the LESSEE

required to be observed and performed hereunder. the LESSEE may peaceably and quietly enjoy the premises without hindrance or molestation.

7. ASSIGNMENT OF LEASE: During the term of this lease, the LESSOR will not transfer to any other party any interest in any of the leased property and the LESSEE shall not assign or transfer its rights under this Lease except with the written permission of the LESSOR, which shall not be unreasonably withheld, and LESSOR shall be deemed to have consented unless it shall state its objection to LESSEE within twenty (20) days following its mailing of notice of a proposed assignment to LESSOR by Certified Mail, Return Receipt Requested.

8. DAMAGE OR LOSS TO LEASED PROPERTY: In the event of damage or destruction of all or any portion of the property devised hereunder the LESSEE shall continue liable for the payment of all rents through the original term of this Lease. In the event any damage or destruction to the premises devised hereunder shall entitle the LESSOR to receive the proceeds of any insurance the LESSOR forthwith will collect and apply said proceeds to the repair of the leased property to such extent as may be possible. Any excess shall belong to the LESSOR, disencumbered of any interest of the LESSEE therein. If any such damage shall exceed fifty (50) percent of the insured value of the premises the LESSOR at its option may elect not to repair said premises. Such election shall take place within sixty (60) days of notice of said loss and if exercised will terminate the Lease.

9. MAINTENANCE AND OPERATION: The LESSEE agrees that the leased property shall be maintained in such a manner during the term of this lease so as to comply with all applicable State and Federal Laws, rules and regulations, particularly but not limited to the Economic Development Act of 1965, and such other Federal and State regulations as may be now in existence.

-4-

or hereinafter enacted or promulgated and which would in the absence of this Lease be applicable to the LESSEE, such maintenance to be under the control of LESSEE but to be conducted in such manner as will hold the LESSOR harmless from any claim or claims in connection therewith.

10. **LIABILITY FOR COMPLIANCE WITH REGULATIONS:** Inasmuch as, pursuant to Revised Statutes Annotated 149:8, the New Hampshire Water Supply and Pollution Control Commission is charged with the enforcement of classifications for certain New Hampshire waters, and with particular reference to the Pemigewasset River, the parties mutually agree hereby that in the determination of whether any violation is being committed and whether it is the LESSEE or the LESSOR committing such violation, the LESSEE, rather than the LESSOR shall be deemed to be discharging into the public waters the effluent of the systems that constitute the property demised hereunder during the period of this Lease, notwithstanding the ownership of the premises demised hereunder.

11. **ADDITIONS TO LEASED PROPERTY:** In the event that the LESSEE shall fix or install any additions, alterations or improvements on the premises demised hereunder, the same shall become a part hereof and shall not be removed by the LESSEE at the termination of this Lease, except with the prior consent of the LESSOR, which consent shall not unreasonably be withheld.

12. **TITLE WARRANTY AND AUTHORITY OF LESSOR:** The LESSOR covenants and represents, upon which covenant and representation it acknowledges that the LESSEE has relied in the execution of this Lease, that the LESSOR is the owner in fee simple absolute of the demised premises free and clear of all encumbrances and restrictions and that the Signatories executing this Lease on its behalf are hereunto duly authorized and have full authority to execute this Lease for the term and upon the manner herein contained. In the event that these covenants and representations are breached then the LESSEE shall have the right to terminate this Lease and have all payments made hereunder returned to it.

13. AUTHORITY OF LESSEE: The LESSEE covenants and represents, upon which covenant and representation it acknowledges that the LESSOR has relied in the execution of this Lease, that the officer executing this Lease on its behalf is hereunto duly authorized and has the full right and lawful authority to execute this Lease for the term and in the manner and upon the terms and conditions herein contained.

14. DEFAULT AND REMEDIES:

A. It is further covenanted and agreed that in the event the LESSEE shall fail to pay an installment of rent due hereunder within thirty (30) days of written notice from the LESSOR stating the default, or shall neglect or fail to perform any of the other covenants, agreements, or conditions herein contained and such neglect or failure shall not be remedied by the LESSEE within sixty (60) days after written notice from the LESSOR specifying the neglect or failure, or if any proceedings are instituted in a court of competent jurisdiction for relief or composition of LESSEE'S debts under any bankruptcy or insolvency law, or if any assignment, trust or mortgage shall be made of the LESSEE'S assets for the benefit of creditors or if a receiver, trustee, or similar officer, or a creditors' committee shall be appointed to take charge of the assets or terminate the affairs of the LESSEE, and any of such proceedings shall not be dismissed or such assignment, trust or mortgage discharged, or such trustee, receiver or similar officer or creditors' committee discharged within ninety (90) days after the institution of such proceedings or the execution of such assignment, trust or mortgage, or the appointment of such receiver, trustee or similar officer, or creditors' committee, then in any of the events of the aforementioned (notwithstanding any former breach of covenant or waiver of the benefit thereof or consent in a former instance), the LESSOR may immediately or at any time thereafter without demand or further notice make entry and repossess said leased premises without prejudice to any other

remedy, and thereupon this Lease shall terminate.

B. Nothing herein contained shall limit or prejudice the right of the LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency of the LESSEE by reason of the termination, an amount equal to the maximum amount allowed by any statute or law in effect at the time when governing the proceedings when the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.

C. The LESSOR may, but shall not be obligated to, cure, at any time after giving thirty (30) days written notice of its intention to so do, any default by the LESSEE under this Lease; and whenever the LESSOR so elects, except as otherwise expressly provided herein, all costs and expenses incurred by the LESSOR, including reasonably attorneys' fees, in curing a default shall be paid by the LESSEE to the LESSOR within thirty (30) days of written notice to the LESSEE.

D. If the LESSEE shall for any reason discontinue or otherwise cease its paper manufacturing process, whether voluntarily or involuntarily, for a period of one hundred eighty (180) consecutive days, this Lease shall terminate.

15. MISCELLANEOUS PROVISIONS:

A. All notices and other communications authorized or required hereunder or given pursuant to any articles in this Lease shall be in writing and shall be given by mailing the same by Certified Mail or Registered Mail, Return Receipt Requested, postage prepaid, and any such notices or other communications shall be deemed to have been given when mailed as aforesaid. For the purposes of this section, such notices or communications intended for the respective parties shall be mailed to the respective parties as follows: LESSEE: Town of Lincoln, Board of Selectman, Lincoln, New Hampshire; LESSOR: Franconia Paper Company, Inc., Lincoln, New Hampshire or such other address as the respective parties may hereafter designate by written notice to the other. Any such notice, in order to be effective, shall

as aforesaid, be given simultaneously to any other party having an interest under this Lease whose name and address shall have been furnished to the LESSOR.

B. In the event any term or provision of this Lease or the application thereof to any party or circumstances shall to any extent be invalid, unenforceable or determined to be illegal, the remainder of this Lease or the application of such term or provisions to parties or circumstances other than those as to which it has been held invalid, unenforceable or illegal shall not be affected thereby.

C. No waiver by either party at any time expressed or implied of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provisions hereof nor shall it be deemed consent to any subsequent breach of the same or any other provisions.

D. This instrument contains the entire agreement between the parties and no oral statements or representation or prior written material not contained in this instrument shall have any force or effect. Nothing in this instrument shall be construed as preventing the parties from modifying the terms and conditions hereof by written instrument executed by both simultaneously with or subsequent to the execution of this instrument.

E. The parties hereto agree to execute a notice of Lease suitable for recording with the Office of the Register of Deeds, Grafton County, Woodsville, New Hampshire.

F. This Lease shall be construed in accordance with the laws of the State of New Hampshire.

16. USAGE OF DEMISED, LEASED PREMISES: It is understood and contemplated that the leased premises are to be used by the LESSEE as a park and for recreational purposes related thereto; notwithstanding any provisions in this Lease to the contrary, the parties hereto specifically and expressly agree that if and when at any time the LESSEE ceases, discontinues, or abandons the usage of said premises for park and recreational purposes,

1408

935

1408

936

-8-

then and at such time, without any requirement or obligation of the LESSOR giving notice to the LESSEE thereof, this lease and all rights of the LESSEE hereunder shall immediately cease and determine.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed by Franconia Paper Company, Inc. by Peter E. Gould, its Vice President hereunto duly authorized, and the Town of Lincoln by its Board of Selectmen, hereunto duly authorized, and the respective seals to be affixed to this and another instrument of like tenor, both of which for all purposes shall be deemed duplicate originals. this day of April, 1979.

WITNESSED BY:

FRANCONIA PAPER COMPANY, INC.

Robert H. Roberts

By *Peter E. Gould*
Duly Authorized

THE TOWN OF LINCOLN

By

David L. Mayhew
Edward J. Hunt

George M. McLean Jr.
David L. Mayhew
Board of Selectmen



STATE OF NEW HAMPSHIRE
COUNTY OF

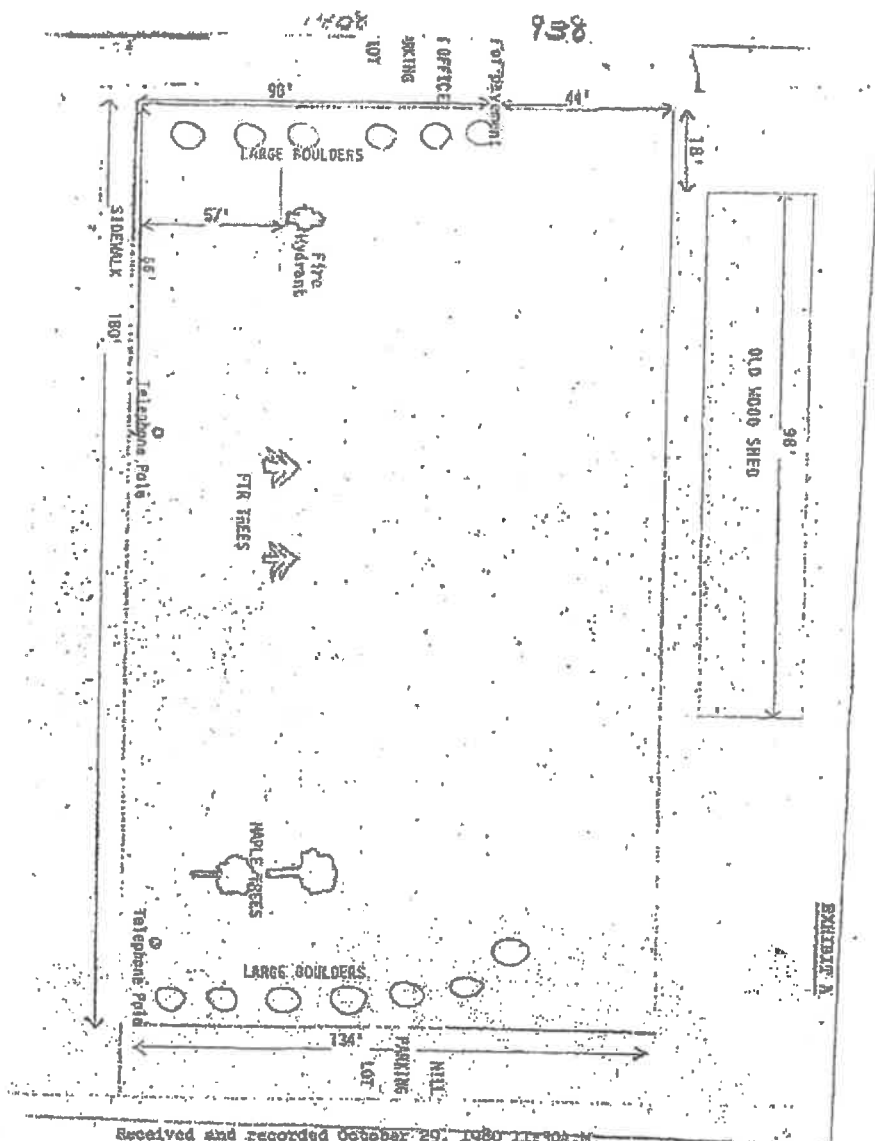
Before me, the undersigned officer, personally appeared
Peter E. Gould, who acknowledged himself to be the
of Franconia Paper Company, Inc. and in such capacity, he executed
the foregoing Lease for the purposes therein contained, being
authorized so to do.

John D. [Signature]
Justice of the Peace

STATE OF NEW HAMPSHIRE
COUNTY OF GRANITON

Before me, the undersigned officer, personally appeared
the above-named signatories on behalf of the Town of Lincoln,
who have acknowledged themselves to be the Board of Selectmen
for said Town of Lincoln, and in such capacity, executed the
foregoing Lease for the purposes therein contained, being
authorized so to do.

John D. [Signature]
Justice of the Peace



Received and recorded October 29, 1980 L11304.N.

Charles Wood Register

EXHIBIT D

62060
lease

LEASE

LEASE, made and entered into this day of April, 1979
by and between Franconia Paper Company, Inc., a Delaware
corporation, duly registered and authorized to do business in
New Hampshire as a foreign corporation, with a place of business
in Lincoln, County of Grafton, State of New Hampshire, herein-
after referred to as the LESSEE, which expression shall include
its successors and assigns, and the Town of Lincoln, a municipal
corporation, in Grafton County, State of New Hampshire, herein-
after referred to as the LESSOR which expression shall include
its successors and assigns.

WITNESSETH THAT, IN CONSIDERATION of the rent, covenants,
conditions and terms hereof, the parties hereto agree as
follows:

1. DESCRIPTION OF PREMISES: The LESSOR agrees to let to
the LESSEE, and the LESSEE agrees to take from the LESSOR, upon
the terms and conditions and for the rental hereinafter specified,

A certain tract of land with any improvements
thereon, shown and described on the diagram marked,
Exhibit A, a copy of which is attached hereto and
made a part hereof by reference, in Lincoln, County
of Grafton, State of New Hampshire, more particularly
bounded and described as follows, to wit:

Beginning at the northwesterly corner of the
premises at a point on the sidewalk running
along the easterly side of Main Street in said
Town of Lincoln; thence generally easterly ninety
(90) feet, more or less, to the edge of the pave-
ment of the Post Office Parking Lot, so-called;
thence continuing generally easterly forty-four
(44) feet, more or less, to the northeasterly
corner of the premises herein described; thence
generally southerly eighteen (18) feet, more or
less, to a point near or opposite the northwesterly
corner of a building described as the Old Wood Shed
so-called, on the premises of New England Pulp &
Paper, Inc.; thence continuing generally southerly
on a line parallel with the westerly line of said
Old Wood Shed ninety-eight (98) feet, more or less
to a point near or opposite the southwesterly
corner of said Old Wood Shed; thence continuing
southerly on a straight line to the southeasterly
corner of the premises herein described at a point
in the line of the Mill Parking Lot so-called,
as shown on said diagram; thence generally westerly
one hundred and thirty-four (134) feet, more or
less, along said Mill Parking Lot and a series of
large boulders to another point on said sidewalk
running along the easterly side of Main Street;

-2-

thence generally northerly along the easterly line of said Main Street sidewalk one hundred eighty (180) feet, more or less, to the point of beginning.

2. **TERM:** The term of this Lease shall commence on the date hereof and shall extend until September 4, 2074, when it will expire.

3. **RENT:**

A. The LESSEE agrees to pay rent during the term of this Lease at the rate of One (\$1.00) Dollar per annum, the first such payment to be made on the date hereof and each annual payment thereafter to be due and payable on the anniversary date hereof at such place as the LESSOR shall from time to time designate.

B. The LESSOR covenants with the LESSEE that during the term hereof the LESSOR shall not be assessed a real estate tax value of the premises leased hereunder.

4. **INSURANCE:** The LESSEE shall carry on the demised premises comprehensive liability insurance in the name of and for the benefit of the LESSEE and the LESSOR which shall provide coverage of at least \$500,000/\$1,000,000 for bodily injury and \$100,000 for property damage; the insurance premiums shall be borne by the LESSEE and copies of all policies shall be provided to the LESSOR.

5. **INSPECTIONS:** During the term of this Lease, the LESSOR reserves the right at reasonable times and with reasonable notice given in writing not less than thirty-six (36) hours in advance to make inspections, or cause to be made, inspections of the property hereunder by its duly authorized agents.

6. **POSSESSION:** The LESSOR, on the execution hereof shall deliver to the LESSEE full possession of the demised premises, free and clear of all tenants and occupants and the LESSOR covenants and agrees with the LESSEE that upon the payment of rent and the observance and performance of all the terms, provisions, covenants and condition on the part of the LESSEE

required to be observed and performed hereunder, the LESSEE may peaceably and quietly enjoy the premises without hindrance or molestation.

7. ASSIGNMENT OF LEASE: During the term of this Lease, the LESSOR will not transfer to any other party any interest in any of the leased property and the LESSEE shall not assign or transfer its rights under this Lease except with the written permission of the LESSOR, which shall not be unreasonably withheld, and LESSOR shall be deemed to have consented unless it shall state its objection to LESSEE within twenty (20) days following its mailing of notice of a proposed assignment to LESSOR by Certified Mail, Return Receipt Requested.

8. DAMAGE OF OR TO LEASED PROPERTY: In the event of damage or destruction of all or any portion of the property demised hereunder the LESSEE shall continue liable for the payment of all rents through the original term of this Lease. In the event any damage or destruction to the premises demised hereunder shall entitle the LESSOR to receive the proceeds of any insurance the LESSOR forthwith will collect and apply said proceeds to the repair of the leased property to such extent as may be possible. Any excess shall belong to the LESSOR, discharged of any interest of the LESSEE therein. If any such damage shall exceed fifty (50) percent of the insured value of the premises the LESSOR at its option may elect not to repair said premises. Such election shall take place within sixty (60) days of notice of said loss and if exercised will terminate the Lease.

9. MAINTENANCE AND OPERATION: The LESSEE agrees that the leased property shall be maintained in such a manner during the term of this Lease so as to comply with all applicable State and Federal Laws, rules and regulations, particularly but not limited to the Economic Development Act of 1965, and such other Federal and State regulations as may be now in existence

-4-

or hereinafter enacted or promulgated and which would in the absence of this Lease be applicable to the LESSEE, such maintenance to be under the control of LESSEE but to be conducted in such manner as will hold the LESSOR harmless from any claim or claims in connection therewith.

10. LIABILITY FOR COMPLIANCE WITH REGULATIONS: Inasmuch as, pursuant to Revised Statutes Annotated 149:8, the New Hampshire Water Supply and Pollution Control Commission is charged with the enforcement of classifications for certain New Hampshire waters, and with particular reference to the Pemigewasset River, the parties mutually agree hereby that in the determination of whether any violation is being committed and whether it is the LESSEE or the LESSOR committing such violation, the LESSEE rather than the LESSOR shall be deemed to be discharging into the public waters the effluent of the systems that constitute the property demised hereunder during the period of this Lease, notwithstanding the ownership of the premises demised hereunder.

11. ADDITIONS TO LEASED PROPERTY: In the event that the LESSEE shall fix or install any additions, alterations or improvements on the premises demised hereunder, the same shall become a part hereof and shall not be removed by the LESSEE at the termination of this Lease, except with the prior consent of the LESSOR, which consent shall not unreasonably be withheld.

12. TITLE WARRANTY AND AUTHORITY OF LESSOR: The LESSOR covenants and represents, upon which covenant and representation it acknowledges that the LESSEE has relied in the execution of this Lease, that the LESSOR is the owner in fee simple absolute of the demised premises free and clear of all encumbrances and restrictions and that the Selectmen executing this Lease on its behalf are hereunto duly authorized and have full authority to execute this Lease for the term and upon the manner herein contained. In the event that these covenants and representations are breached then the LESSEE shall have the right to terminate this Lease and have all payments made hereunder returned to it.

13. **AUTHORITY OF LESSEE:** The LESSEE covenants and represents, upon which covenant and representation it acknowledges that the LESSOR has relied in the execution of this lease, that the officer executing this lease on its behalf is hereunto duly authorized and has the full right and lawful authority to execute this lease for the term and in the manner and upon the terms and conditions herein contained.

14. **DEFAULT AND REMEDIES:**

A. It is further covenanted and agreed that in the event the LESSEE shall fail to pay an installment of rent due hereunder within thirty (30) days of written notice from the LESSOR stating the default, or shall neglect or fail to perform any of the other covenants, agreements, or conditions herein contained and such neglect or failure shall not be remedied by the LESSEE within sixty (60) days after written notice from the LESSOR specifying the neglect or failure, or if any proceedings are instituted in a court of competent jurisdiction for relief or composition of LESSEE'S debts under any bankruptcy or insolvency law, or if any assignment, trust or mortgage shall be made of the LESSOR'S assets for the benefit of creditors or if a receiver, trustee, or similar officer, or a creditors' committee shall be appointed to take charge of the assets or terminate the affairs of the LESSEE, and any of such proceedings shall not be dismissed or such assignment, trust or mortgage discharged, or such trustee, receiver or similar officer or creditors' committee discharged within ninety (90) days after the institution of such proceedings or the execution of such assignment, trust or mortgage, or the appointment of such receiver, trustee or similar officer, or creditors' committee, then in any of the events of the aforementioned (notwithstanding any former breach of covenant or waiver of the benefit thereof or consent in a former instance), the LESSOR may immediately or at any time thereafter without demand or further notice make entry and repossess said demised premises without prejudice to any other

remedy, and thereupon this Lease shall terminate.

B. Nothing herein contained shall limit or prejudice the right of the LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency of the LESSEE by reason of the termination, an amount equal to the maximum amount allowed by any statute or law in effect at the time when governing the proceedings when the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.

C. The LESSOR may, but shall not be obligated to, cure, at any time after giving thirty (30) days written notice of its intention to so do, any default by the LESSEE under this Lease; and whenever the LESSOR so elects, except as otherwise expressly provided herein, all costs and expenses incurred by the LESSOR, including reasonably attorneys' fees, in curing a default shall be paid by the LESSEE to the LESSOR within thirty (30) days of written notice to the LESSEE.

D. If the LESSEE shall for any reason discontinue or otherwise cease its paper manufacturing process, whether voluntarily or involuntarily, for a period of one hundred eighty (180) consecutive days, this Lease shall terminate.

15. MISCELLANEOUS PROVISIONS:

A. All notices and other communications authorized or required hereunder or given pursuant to any articles in this Lease shall be in writing and shall be given by mailing the same by Certified Mail or Registered Mail, Return Receipt Requested, postage prepaid, and any such notices or other communications shall be deemed to have been given when mailed as aforesaid. For the purposes of this section, such notices or communications intended for the respective parties shall be mailed to the respective parties as follows: LESSEE: Town of Lincoln, Board of Selectmen, Lincoln, New Hampshire; LESSOR: Franconia Paper Company, Inc., Lincoln, New Hampshire or such other address as the respective parties may hereafter designate by written notice to the other. Any such notice, in order to be effective shall

as aforesaid, be given simultaneously to any other party having an interest under this Lease whose name and address shall have been furnished to the LESSOR.

B. In the event any term or provision of this Lease or the application thereof to any party or circumstances shall to any extent be invalid, unenforceable or determined to be illegal, the remainder of this Lease or the application of such term or provisions to parties or circumstances other than those as to which it has been held invalid, unenforceable or illegal shall not be affected thereby.

C. No waiver by either party at any time expressed or implied of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provisions hereof nor shall it be deemed consent to any subsequent breach of the same or any other provisions.

D. This instrument contains the entire agreement between the parties and no oral statements or representation or prior written material not contained in this instrument shall have any force or effect. Nothing in this instrument shall be construed as preventing the parties from modifying the terms and conditions hereof by written instrument executed by both simultaneous with or subsequent to the execution of this instrument.

E. The parties hereto agree to execute a notice of Lease suitable for recording with the Office of the Register of Deeds, Grafton County, Woodsville, New Hampshire.

F. This Lease shall be construed in accordance with the laws of the State of New Hampshire.

16. USAGE OF DEMISED, LEASED PREMISES: It is understood and contemplated that the leased premises are to be used by the LESSEE as a park and for recreational purposes related thereto; notwithstanding any provisions in this Lease to the contrary, the parties hereto specifically and expressly agree that if and when at any time the LESSEE ceases, discontinues, or abandons the usage of said premises for park and recreational purposes,

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then and at such time, without any requirement or obligation of the LESSOR giving notice to the LESSEE thereof, this Lease and all rights of the LESSEE hereunder shall immediately cease and determine.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed by Franconia Paper Company, Inc. by Peter E. Gould, its Vice President hereunto duly authorized, and the Town of Lincoln by its Board of Selectmen, hereunto duly authorized, and the respective seals to be affixed to this and another instrument of like tenor, both of which for all purposes shall be deemed duplicate originals, this day of April, 1979.

WITNESSED BY:

FRANCONIA PAPER COMPANY, INC.

Robert H. Roberts

By

Peter E. Gould
Duly Authorized

THE TOWN OF LINCOLN

By

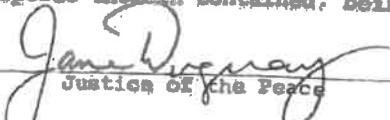
David L. Mayden
Edward Hunt

George M. McShee Sr.
David L. Mayden
Board of Selectmen



STATE OF NEW HAMPSHIRE
COUNTY OF

Before me, the undersigned officer, personally appeared Peter E. Gould, who acknowledged himself to be the of Franconia Paper Company, Inc. and in such capacity, he executed the foregoing lease for the purposes therein contained, being authorized so to do.


Justice of the Peace

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

Before me, the undersigned officer, personally appeared the above-named signatories on behalf of the Town of Lincoln, who have acknowledged themselves to be the Board of Selectmen for said Town of Lincoln, and in such capacity, executed the foregoing lease for the purposes therein contained, being authorized so to do.


Justice of the Peace/Notary Public

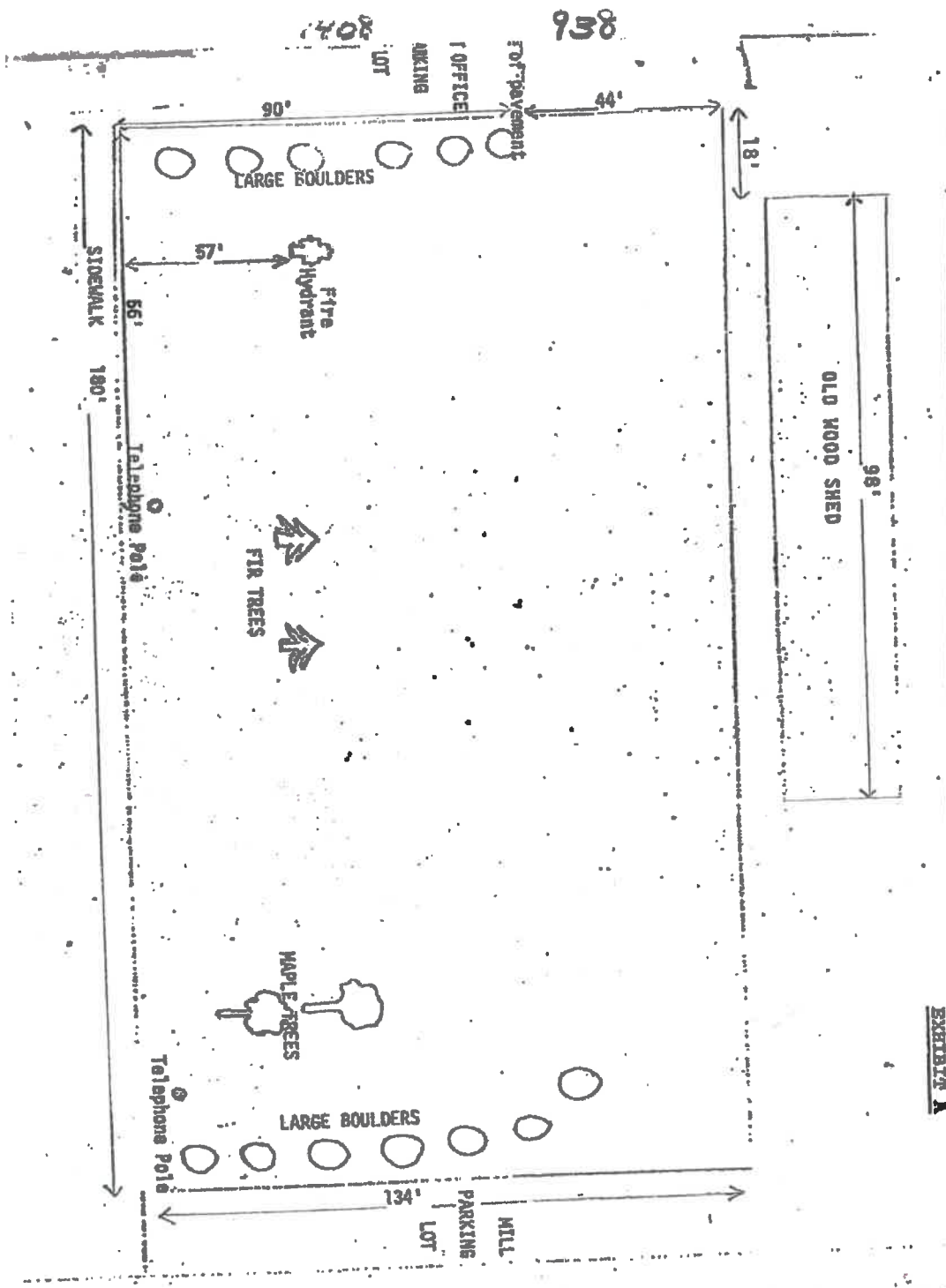


EXHIBIT A

Received and recorded October 29, 1980-11:30A.M.

Charles A. Wood, Registrar

Town Hall

From: Herbold, Stacey <STACEY.P.HERBOLD@des.nh.gov>
Sent: Thursday, September 17, 2020 11:59 AM
Subject: Drought Update: Drought worsens across a significant portion of the state and residential wells are being impacted

Dear Municipal Contacts: (Please forward to governing board.)

According to the U.S. Drought Monitor, drought has worsened across a significant portion of the state. Currently 72% of the state is experiencing "severe drought" (D2), up from 28% last week, while 28% of the state is experiencing moderate drought (D1). There are no indications of the situation improving in the next 10 days. The weather forecast through Wednesday indicates unlikely chances of receiving any significant amount of rain and the Weather Service's 6-10 day and 8-14 day precipitation outlooks favor below normal precipitation.

Impacts to residential wells are being experienced across the state. Well drillers are reporting long waits for their services, due to increased demand by residential well owners seeking to remedy water shortage issues and water quality issues related to drought and more people at home putting higher demand on the wells. Water conservation is key, as residents may not be able to get timely service to remedy shortage issues or have the monetary means to improve their wells.

NHDES is urging municipalities to implement municipal-wide lawn watering restrictions as authorized by RSA 41:11-d, which allows municipalities, including village districts, to restrict lawn watering activities on private well owners and community water systems within municipal boundaries. Curbing lawn water usage is imperative to sustaining supplies. NHDES is also working with public water suppliers to implement restrictions.

To date, 159 community water systems serving 320,000 people and six municipalities with a total population of 47,000 have water use restrictions in place. See the [Restriction List and Map](#) for names of systems and municipalities implementing restrictions and a map of drought conditions by municipality.

See [Drought Guidance for Municipalities](#) for guidance on adopting a lawn water restriction, public messaging, and providing emergency water supplies to the public.

Please report restrictions to NHDES for posting on the NHDES website using the [Restriction Reporting Form](#). Please also inform residents to report residential well shortages using the [Residential Well Impact Survey form](#). NHDES will track well impacts so as to provide current information on drought impacts in your region.

Drought Update:

According to the [U.S. Drought Monitor](#) released this morning, 72% of the state is categorized as "severe drought" (D2) and 28% of the state is categorized as "moderate drought" (D1).

Tip* The [restriction map](#) includes town boundaries and drought categories, making it easy to identify if your municipality is experiencing drought.

All counties are experiencing a 90-day precipitation departures. Departures range from -1.58" in Coos County to -4.25" in Grafton (<https://w1.weather.gov/data/TAR/ESPTAR>).

The majority of the state is experiencing below normal to low groundwater levels. For more information, see the [New Hampshire Groundwater Level Monitoring Report](#) for August 2020. Reports are released monthly.

Forecast and Outlooks:

Dry weather is expected through Wednesday, with the exception of the potential for a few scattered thunderstorms in central and northern NH within the next 24-hrs. Temperatures will be cooler through the weekend and are expected to

be below normal early in the week. Frost and freeze is expected in the northern part of the state with potential for spreading to the southern interior early next week. ([NOAA National Weather Service](#)).

The 6-10 day outlook favors below normal precipitation and below normal temperatures. The 8-14 day outlook favors below normal precipitation and above normal temperatures ([National Weather Service Climate Prediction Center](#)).

The [U.S. Monthly Drought Outlook](#) favors drought conditions to remain, but improve in the portion of the state of experiencing "severe drought" (D2). (Note*Since the Monthly Drought Outlook was released on August 31st, precipitation predictions have changed. It is unlikely the outlook is accurate.)

Stacey Herbold
[Water Conservation Program](#)
[Water Use Registration and Reporting Program](#)
NHDES Drinking Water and Groundwater Bureau
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095
PH: (603) 271-6685
FAX: (603) 271-0656



It's a no brainer! WaterSense certified products, such as showerheads and toilets, save 20% more water than their similar counterparts and are guaranteed to perform as well or better.



TOWN OF LINCOLN, NEW HAMPSHIRE
WATER USE RESTRICTION ORDINANCE FOR WATER
SYSTEMS OWNED OR OPERATED BY MUNICIPALITIES OR
VILLAGE DISTRICT

Adopted September 21, 2020

ARTICLE 1: WATER USE RESTRICTIONS

I. PURPOSE

The purpose of this ordinance is to ensure the use of water is regulated in a manner the Board of Selectmen deems to be in the best interest of The Town of Lincoln. The Board of Selectmen may use reasonable means to protect, preserve and maintain the public health, safety, and welfare when a water supply shortage exists.

II. AUTHORITY

The Town of Lincoln adopts this by-law or Ordinance under its authority to regulate public water systems under RSA 38:26.

III. APPLICABILITY

The requirements of this section shall apply to all water users with connections receiving water from Lincoln Water Works.

IV. DEFINITIONS

A. Person: Any individual, corporation, trust, partnership, joint stock company, association, state, municipality, commission, United States government or any agency thereof, political subdivision of the State or any interstate body, or other entity.

B. Water supply shortage: A situation when insufficient water is available to meet the present or anticipated needs of the municipality/village district. A water supply shortage usually occurs due to drought or a major infrastructure failure.

V. REQUIREMENTS

Upon declaration of a water supply shortage or other water emergency the Board of Selectmen shall be authorized to determine and implement a certain restriction necessary to conserve and maintain adequate reserves of the public water supply. Provided there is a declaration as noted above, the following levels of restriction will apply immediately after the public notification period specified in Section VI.

A. If the Board of Selectmen issues a Level 1 restriction, then,

- i. The public is requested to refrain voluntarily from landscape watering and to limit the amount of water used outdoors for other purposes.
- ii. Landscape watering shall not occur between the hours of 8AM and 7PM.

B. If the Board of Selectmen issues a Level 2 restriction, then,

- i. Landscape watering by odd numbered addresses is allowed on odd numbered days.
- ii. Landscape watering by even numbered addresses is allowed on even numbered days.
- iii. Landscape watering shall not occur between the hours of 8AM and 7PM.

C. If the Lincoln Board of Selectmen issues a Level 3 restriction, then,

- i. Landscape watering by odd numbered addresses is allowed on Mondays and Thursdays.
- ii. Landscape watering by even numbered addresses is allowed on Tuesdays and Fridays.
- iii. Landscape watering shall not occur between the hours of 8AM and 7PM.

D. If the Board of Selectmen issues a Level 4 restriction, then,

- i. Landscape watering is prohibited.
- ii. Use of automated landscape sprinkler systems is prohibited.
- iii. Washing of streets, driveways, sidewalks, or other impervious areas is prohibited.
- iv. Washing of cars or boats at a non-commercial facility shall be prohibited.

VI. PUBLIC NOTIFICATION OF A WATER SUPPLY SHORTAGE

Notification of intent to implement water use restrictions by the Board of Selectmen due to a water supply shortage shall be posted in two public locations and published in a newspaper of general circulation within the Town of Lincoln or by such other means reasonably determined to notify all affected water users.

VII. TERMINATION OF A NOTICE OF A WATER SUPPLY SHORTAGE

Upon a determination that the water supply shortage no longer exists, the governing body of the Town of Lincoln may terminate a State of Water Supply Shortage. Public notification of the termination of a State of Water Supply Shortage shall be given in accordance with Section VI.

VIII. EXCEPTIONS TO RESTRICTIONS

- A. Hand irrigation of crops used for food by residents at a residential property shall not be restricted.
- B. Water to sustain animal life shall not be restricted.
- C. Despite the authority granted by Section II of this Ordinance, orders imposing water use restrictions shall not apply to uses that obtain water from sources other than the

public water supply, unless it can be clearly demonstrated that the use of such water directly affects the public water supply.

Note: Municipalities or village districts have the authority to implement lawn watering restrictions in accordance with RSA 41:11-d applicable to all water users (including residential wells and other water users on private wells) under state declared drought conditions. See NHDES guidance in "Restricting Residential Lawn Watering During State or Federal Declared Droughts.

IX. PENALTIES

Any person failing to comply with the restrictions imposed pursuant to this Ordinance shall be subject to a fine and/or be subject to imposition of civil penalties pursuant to RSA 38:26, II not to exceed \$10,000 per day of such violation. Recovered penalties shall be used as the Town of Lincoln may direct. In addition to the foregoing penalties, the Town of Lincoln is authorized to discontinue the furnishing of water where orders and restrictions have been violated. Such discontinuance shall be made pursuant to RSA 38:31 and may be continued so long as there is evidence that the violations will continue.

First violation: Warning.

Second violation: \$250 fine.

Third violation: \$500 to \$10,000 fine and discontinuance of water service. A reactivation fee of \$250 will be charged before water service is restored.

**BOARD OF SELECTMEN
LINCOLN NEW HAMPSHIRE**

ORDINANCE REVIEWED AND APPROVED THIS 21ST DAY OF SEPTEMBER 2020.

**By the Board of Selectmen of the
Town of Lincoln, New Hampshire**


Chairman, OJ Robinson


Selectman Tamra Ham


Selectman, Jayne Ludwig

Appendix A

AUTHORITY FOR ALL PUBLIC WATER SYSTEMS TO IMPOSE RESTRICTIONS

Env-Dw 503.19 Short-Term Water Supply Inadequacies

(a) Whenever it appears that demand will exceed supply on an emergency or short-term basis, the water system owner shall take appropriate action(s) to reduce nonessential demand.

(b) Reduction of demand shall be considered as an emergency response achievable by directive from the water system to its customers.

(c) The water system shall define "nonessential demand" in the rules adopted pursuant to Env-Dw 503.08.

(d) A water system owner shall inform the department of any action(s) taken or directed to reduce customer demand on a short-term or emergency basis within 3 working days of taking or directing such action(s).

(e) If a water shortage necessitating the reduction of nonessential demands occurs on an annual basis, the shortage shall not be considered an emergency situation that can be addressed under this section.

Env-Dw 503.09 Termination of Service

(a) For purposes of this section, "termination of service" means the suspension of service until such time as the underlying reason for the suspension has been corrected or otherwise resolved.

(b) Subject to (g), below, the water system owner may terminate a customer's service for cause as specified in the water system's rules.

(c) If the water system has not adopted rules covering termination of service, the owner shall terminate a customer's service for cause only as provided in this section.

(d) In the absence of system-specific rules, any of the following shall constitute cause for termination of service:

(1) Failure to pay a bill that is not being disputed under applicable legal procedures;

(2) Misappropriation of water by the customer;

(3) Refusal by the customer to give reasonable access to the customer's premises for necessary inspection of water system property;

(4) Failure by the customer to address a condition that could contaminate the water system;

(5) Failure by the customer to repair or replace customer-controlled equipment that is allowing water to flow when such flow is not intended;

(6) Violation of water use bans imposed by the water system, including but not limited to, exterior water use when a use restriction has been imposed by the water system;

(7) Violation of formally adopted water system rules provided that the rules identify service termination as a penalty for violation; or

(8) Tampering with water system property.

AUTHORITY THAT ALLOWS THE ADOPTION OF WATER USE RESTRICTIONS AND/OR BYLAWS BY WATER SYSTEMS OWNED BY MUNICIPALITIES OR VILLAGE DISTRICTS

RSA 38:26 Bylaws and Ordinances –

I. In municipalities with public water systems the governing body, or the board of water commissioners, if any, may adopt such ordinances and bylaws relating to the system or structures as required for proper maintenance and operation.

II. Any person who violates any ordinance or bylaw adopted pursuant to paragraph I of this section shall be subject to a civil penalty not to exceed \$10,000 per day of such violation.

AUTHORITY FOR WATER UTILITIES REGULATED BY THE PUBLIC UTILITIES COMMISSION TO RESTRICT WATER USE

Puc 604.07 – Shortage of Supply

(a) The utility shall furnish a continuous and adequate supply of water to its customers and to avoid any shortage or interruption of delivery thereof except when prevented from doing so by emergencies the effect of which prudent planning would not have avoided.

(b) If a utility finds that it is necessary to restrict the use of water it shall give the commission and its customers' written notice, except in emergency conditions, no less than 24 hours in advance, before such restriction becomes effective.

(c) Such notifications shall specify:

a. The reason for the restriction;

- b. The nature and extent of the restriction, such as restrictions on outdoor use of water or use by certain classes of customers;*
 - c. The date such restriction is to go into effect; and*
 - d. The probable date of termination of such restriction.*
- (d) During times of threatened or actual water shortage each utility shall equitably apportion its available water supply among its customers with due regard to public health and safety*

Penalties or other enforcement actions must be in accordance with the company's tariff, PUC rules or as otherwise approved by the PUC. For more information, contact PUC at: 21 South Fruit Street, Suite 10 Concord, NH 03301-2429; Phone: (603) 271-2431; Fax: (603) 271-3878.

Revised: May 2020

Town Hall

From: Tamra Ham
Sent: Monday, September 21, 2020 6:20 PM
To: Town Hall
Subject: FW: Watering Ban

-----Original Message-----

From: m-l-b <m-l-b2021@charter.net>
Sent: Friday, September 18, 2020 5:12 PM
To: O.J. Robinson <robinsonbos@lincolnnh.org>; Jayne Ludwig <ludwigbos@lincolnnh.org>; Tamra Ham <hambos@lincolnnh.org>
Cc: m-l-b2021@charter.net; b_a_b <B_a_b2021@charter.net>
Subject: Watering Ban

Dear Board of Selectman,

On Wednesday of this week I was working in my yard when a black car that turned out to be an unmarked Police cruiser drove into my driveway and an armed Police officer got out. She walked over to within 3 feet of where I was standing with no mask on. She proceeded to tell me that there was a water ban in Town and that someone had complained about me watering my new lawn. This encounter seems ill conceived on a number of levels but I will leave you to ponder that.

My reason for writing to you is to explain my situation and to ask for your understanding and leniency regarding my case relative to the water ban.

On September 5th of this month, I had my lawn hydro seeded at a cost of almost \$1,800. Since this is a new house it is the first lawn that has been here. The Company that did the work, Liquid Lawn from Tilton, signed and had me sign an agreement that stated that they would warrantee the lawn to grow as long as I followed their procedures for maintaining it, one of the key ones being keeping the lawn moist for at least 30 to 45 days. The contract stated that if I did not do so, it was likely that my lawn would fail. So not watering my lawn is not a matter of letting it go dormant until next year, it is about losing my lawn and the investment I made in it,

The current ban which prohibits all watering of lawns will therefore result in my voiding the contract I signed with the seeder, causing me to lose my \$1,800 investment and forcing me to remove the debris next year at an additional cost before again paying the seed the lawn. I made the decision to install the lawn 10 days before the current ban was put into place so there was no way for me to foresee this financial loss.

I am willing to water the lawn in off hours such as between 5 and 8 AM and 5 and 8 PM but to not water at all will place a financial hardship on me. It seems to me that this situation is much like when a new ordinance such as the set back required for an outbuilding is adopted. The taxpayers that already have a shed closer to the boundary are not told to move it, they are grandfathered. That is essentially what I am asking you to consider in my case.

I appreciate your consideration of my request.

Regards,

Mike Beaudin
20 Louis Lane
Lincoln, NH

