

LINCOLN BOARD OF SELECTMEN'S

MEETING MINUTES

DECEMBER 7, 2020 – 5:00PM

LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH

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

APPROVED

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

**Staff Present via Zoom:** Police Chief Chad Morris, Fire Chief, Ron Beard, DPW Director Nate Hadaway, and Administrative Assistant Jane Leslie.

**Excused:** Town Manager Burbank

**Public Present via Zoom Video Conferencing:** Paul Beaudin, and Dave Beaudin

**I. WORK SESSION (Annual Budget Review Process)/CALL TO ORDER**

Chairman Robinson called the work session to order at 5:02 pm.

**Police Department Budget:**

The Board of Selectmen started their annual review of the Town Manager's 2021 Budget, and began with the Police Department budget noting that Chief Morris is looking to add three (3) additional officers to the department's force. Chief Morris addressed the board and explained that his decision to add additional law enforcement personnel is based on both past and present studies that were conducted, and explained that as far back as 2002, the Town had commissioned a study on *Manpower* by the International Association of Police Chiefs who had recommended (at that time) that the Lincoln Police Department have a staff of at least 12 law enforcement officers (to date, the department has 10 Officers). Morris further explained that he used the same matrix that was used in the 2002 study, and determined that Lincoln P.D. should have a staff of 17 full-time Police Officers according to today's standards. Morris outlined the various methodologies he used to determine his staffing calculations, and there was a brief discussion on how much it would cost to fully hire each additional officer:

2021: Partial Year	Per Officer	Total
Wages per Officer (April-Dec.)	\$43,063 x 3 =	\$129,189
Holidays per Officer (April-Dec.)	\$1,701 x 3 =	\$5,103
<b>Total:</b>	<b>\$44,761</b>	<b>\$134,292</b>
Health Insurance (Family)	\$25,805	\$77,415
Life A&D	\$270	\$810
STD/LTD	\$493	\$1,479
Medicare	\$835	\$2,505
Retirement	\$17,440	\$52,320
<b>2021 Uniform Cost</b>	<b>\$10,500 x 3 (whether 6mths or 1 year)</b>	<b>\$31,500</b>
2022 Wages/Holiday Full Year	Per Officer	Total
Wages	\$58,980 x 3 =	\$176,940
Holidays	\$2,515 x 3 =	\$7,545
<b>Total:</b>	<b>\$61,494</b>	<b>\$184,485</b>

Selectman Ludwig questioned if the hiring of additional officers would increase revenues (parking tickets), drug arrests, and more public visibility? Morris responded that increased revenue is a hard thing to predict, however, with the population and seasonal visitors increasing, more officers will aid in the overall safety of the community. Chairman Robinson asked if there were any grant opportunities available that could assist with the hiring of law enforcement personnel. Morris responded that there are competitive grant programs out there (COPS) that open up in February, but there are no guarantees as these programs

are typically very competitive. Selectman Ham commented that with the current limited space in the PD now, would there be room to accommodate an additional three officers? Morris responded that there would have to be a lot of shared space amongst officers as well as shared patrol cars. Robinson questioned whether or not there would be a reduction in part-time wages/overtime holiday pay if the town was to hire additional officers? Morris responded that there is the potential for part-time wages to decrease, however, he wouldn't want to reduce the part-time line item in the event he needed additional personnel, and the holiday pay is contractual and part of the union contract. Robinson questioned how many full-time officers Woodstock currently has. Morris responded that Woodstock currently has six (6) full-time officers that provide coverage 24-hours a day. The board reviewed the remainder of the Police Department budget, and were all in agreement and fully supportive of hiring an additional three officers. Selectman Ludwig requested a copy of the 2002 survey from the International Association of Police Chiefs to have for the upcoming budget meetings.

#### **Public Works Department Budget:**

Public Works Director Nate Hadaway joined the meeting and explained that his 2021 budget has pretty much remained the same with no notable increases, and noted that it has actually decreased by \$2k as a result of contracting with a new uniform company. The board thanked Director Hadaway for doing an excellent job.

#### **Water Treatment Plant Budget:**

Director Hadaway explained to the board that he was also able to save money on the Water Department Budget by reducing the need for part-time weekend help as a result of the current Covid-19 situation. Hadaway explained that he wanted to limit the outside traffic at the Water Plant with part-time employees, so he and his staff (Zack Vigneault and Dave Beaudin) have divided up the weekend work schedule and take turns rotating the weekends. Hadaway remarked that this has worked out very well, and he plans on continuing with this rotation schedule throughout 2021. Hadaway noted that he has increased the budget's *overtime* line item by \$500 to cover these costs, and other than that, everything else will remain the same.

Hadaway added that the DES Energy Audit (through the Co-op) is still on-going, and it does not appear that there are any further savings that they can get or improve upon for the water treatment plant, as it is currently operating at peak efficiency.

#### **Solid Waste Department Budget:**

Director Hadaway explained that there was a substantial decrease in liability insurance for 2021, and there will also be a \$5k cost savings because 2021 is not a Household Hazardous Waste year. Hadaway noted that the costs for grinding brush have almost doubled this year, so he anticipates a steep increase for 2021 as well. Chairman Robinson questioned if the increase was due to an upsurge in the volume of brush being brought in, or, an increase in grinding costs? Hadaway responded that both volume and contracting fees have contributed to the increase.

#### **Wastewater Treatment Plant:**

Hadaway commented that the only increase for the Wastewater Plant will be Utility Partners contractual increase, other than that, the budget remains the same.

Upon completion of the budget discussion, the Board agreed to continue their budget review work session prior to next Monday's Board meeting (December 14<sup>th</sup>) at 5pm, and to begin with the Fire Department budget. Selectman Ham questioned why the Department Heads needed to be present during the work session because in previous years any questions posed by the board would be given to either the Town Manager or Finance Director to follow-up on, and report back to the board. Chairman Robinson explained

that during last week's board meeting (November 30<sup>th</sup>) they had discussed having the Police Chief, Public Works Director, and Fire Chief present for their budget reviews because there were significant changes in their proposed budgets, however, all other Department Heads will not be required to attend the Selectmen's budget review.

*The budget review work session ended at 6pm, and the regularly scheduled Board meeting opened up.*

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

**MOTION: "To approve the BOS meeting minutes of November 23, 2020 as amended."**

**Motion: Tamra Ham                      Second: Jayne Ludwig                      All in favor.**

**MOTION: "To approve the Non-public BOS meeting minutes of November 23, 2020 as presented."**

**Motion: Tamra Ham                      Second: Jayne Ludwig                      All in favor.**

**MOTION: "To approve the BOS meeting minutes of November 30, 2020 as amended."**

**Motion: Tamra Ham                      Second: Jayne Ludwig                      All in favor.**

**MOTION: "To approve the Non-public BOS meeting minutes of November 30, 2020 as presented."**

**Motion: Tamra Ham                      Second: Jayne Ludwig                      All in favor.**

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## **III. LOCAL HAZARD MITIGATION PLAN *Approval***

The board reviewed the NH Department of Safety, Division of Homeland Security and Emergency Management (HSEM) grant agreement (*see attached*). Chairman Robinson explained that the Federal portion of this grant equals \$7,500 and is used to update the community's Hazard Mitigation Plan (the town is responsible for a 25% match [ \$2,500] totaling \$10k) and the following motion was made to accept the grant agreement terms as presented:

**MOTION: "The Select Board, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program as presented in the amount of \$7,500.00 to update the community's local hazard mitigation plan. Furthermore, the Board acknowledges that the total cost of this project will be \$10,000.00 in which the town will be responsible for a 25% match (\$2,500.00)."**

**Motion: OJ Robinson                      Second: Tamra Ham                      All in favor.**

**\*Due to the current COVID-19 crisis, the Board of Selectmen have notified the public on their posted meeting agenda, and the Town's Municipal Website that they are meeting remotely via the Zoom meeting platform to approve the HSEM Grant Agreement and all other town business.**

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## **IV. INTER-MUNICIPAL AGREEMENT FOR REGIONAL MUNICIPAL PROSECUTOR**

The Board reviewed and briefly discussed the Inter-Municipal Agreement for Regional Prosecutorial services (Campton, Woodstock, and Lincoln) and made the following motion:

**MOTION: "To approve and sign the Inter-Municipal Agreement for Regional Municipal Prosecutor."**

**Motion: Tamra Ham                      Second: Jayne Ludwig                      All in favor.**

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## **V. RAFTELIS WATER & SEWER RATE OPTIONS**

Chairman Robinson explained that the board had asked Dave Fox of Raftelis if he could work up a revised rate option analysis based on their recent discussions (*see attached*). Fox provided four (4) options: (1) quarterly fixed charge, recovering 20% of revenues, with no usage allowance; volumetric weight per Kgal, (2) quarterly fixed charge, recovering 20% of revenues, with 9,000 gallons per quarter usage allowance; volumetric weight per Kgal, (3) quarterly fixed charge, recovering 50% of revenues, with no usage allowance; volumetric weight per Kgal, and, (4) quarterly fixed charge, recovering 50% of revenues, with 9,000 gallons per quarter usage allowance; volumetric weight per Kgal.

Chairman Robinson suggested scheduling a Water Committee meeting within the next week or two, and forwarding this analysis to them in advance of the meeting to review these four (4) options and prepare their recommendations for the Board of Selectmen to present to the Budget Committee. Robinson suggested scheduling a Water Committee meeting for December 17<sup>th</sup> at 3pm.

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## **VI. OLD/NEW BUSINESS**

### **Town Manager's Report**

*Town Manager Burbank was not available to present his Town Managers Report.*

### **Town Treasurer**

Chairman Robinson updated the board that the previous Town Treasurer, Julie Rolando has been working with a resident that may be interested in the Treasurer's position, and will see if Town Manager Burbank has any further information on this matter next week.

### **Joint Lincoln-Woodstock Budget Committee Meeting**

The Board discussed the January 13<sup>th</sup> joint Lincoln-Woodstock Budget Committee meeting date, and Robinson noted that Selectman Ham has a School Board meeting that night, and he has a Planning Board meeting scheduled for 6pm, however, Robinson explained that he would attend the first half-hour of the Budget Committee meeting (begins at 5:30pm) and then join the Planning Board meeting at 6pm. Robinson suggested hosting a joint Lincoln-Woodstock BOS meeting on December 21<sup>st</sup> to review the joint budgets in advance of the January 13<sup>th</sup> joint budget meeting.

### **Excess SWEPT School Funding**

Chairman Robinson explained that Town Manager Burbank received an email with a proposal that is being considered for the restructuring of the SWEPT (Statewide Education Property Tax). Robinson explained that the bottom line for Lincoln would mean that the town would be sending \$282k to the state for school funding that would not be coming back into the Lincoln-Woodstock school district.

### **2021 Town Meeting**

Town Manager Burbank wanted to discuss possible scenarios for holding the 2021 Town Meeting. Robinson feels at this point it is all conjecture, and they will have to wait to see where things are at in the coming months.

### **Short-Term Rentals**

Town Manager Burbank noted on his report that 131 short-term rentals are registered with the town as of this date.

## **NEW BUSINESS**

### **Request for Abatement of Accrued Interest**

Selectman Ham explained that the board had abated the interest for a property located at 20 Yellow Birch Circle (Map 121, Lot 035) during their November 16, 2020 board meeting, however, the amount of interest originally abated did not coincide with the correct date. The following motion was made:

**MOTION: “To grant an abatement to Albert Greer Jr. (M/L #121-035) for the accrued interest in the amount of \$107.47 through November 8, 2020.”**

**Motion: Tamra Ham**

**Seconded: OJ Robinson**

**All in favor**

### **Email from Mike Beaudin**

Chairman Robinson explained that Mike Beaudin submitted another letter to the board detailing his displeasure with how the Selectmen had handled his previous complaint. Robinson responded that the Board has discussed this matter and made their decision, and they have no further comment.

### **Public Participation**

Paul Beaudin commented that he heard there were 1045 new Covid cases in the State of NH, and asked the Board if they have any plans going forward. Beaudin feels that there are things that can be done on the local level, and stated that it is leaderships job to investigate what options are out there, and to step up and make recommendations to keep the town safe. Selectman Ham responded that the Governors Emergency Orders require a visitor from out-of-state to quarantine. Selectman Ludwig commented on requirements from *Safer at Home Lodging* as follows: Visitors who are not residents of a New England state should remain at home for at least 10-days before arriving in New Hampshire, only going out for essential items, and when outside the home, maintain social distancing and wearing face masks when within less than 6-feet of another person during the 10-day quarantine. Beaudin responded that he does not feel that this is what is happening, and his concern is for the local residents and recommends that the Selectmen reach out to the Governor’s Office.

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## **VII. 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: Tamra Ham**

**Second: Jayne Ludwig**

**All in favor.**

**The BOS went into Non-public session at 6:40 p.m.**

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

**Motion: OJ Robinson**

**Second: Tamra Ham**

**All in favor.**

**The Board came back into public session at 6:55 p.m.**

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## **VII. ADJOURNMENT**

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

**MOTION: “To adjourn.”**

**Motion: OJ Robinson**

**Second: Tamra Ham**

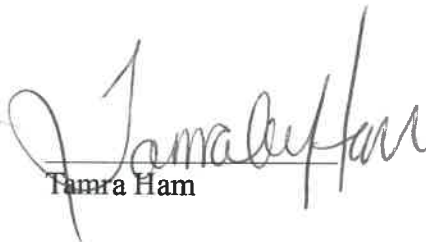
**All in favor.**


**The meeting adjourned at 6:57: p.m.**

Respectfully Submitted,  
Jane Leslie

  
Approval Date: December 14, 2020

  
Chairman O.J. Robinson

  
Tamra Ham

  
Jayne Ludwig





**State of New Hampshire Department of Safety**

**Robert L. Quinn, Commissioner**

**Richard C. Bailey, Jr., Assistant Commissioner**

**Homeland Security and Emergency Management**

**Jennifer L. Harper, Director**



November 10, 2020

Chief Chad Morris  
Town of Lincoln  
PO Box 25  
Lincoln, NH 03251

Dear Chief Morris:

The New Hampshire Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is pleased to provide your community with a **FFY 2019 Pre-Disaster Mitigation (PDM) grant** (CFDA #97.047) to **update the Town of Lincoln's Local Hazard Mitigation Plan**. The amount of the Federal portion of this grant is \$7,500.00. Enclosed is a Grant Agreement for the community to enter into with the State of New Hampshire. The next step in the process is to execute the Grant Agreement and obtain approval from the State Business Office.

**DO NOT BEGIN THE PROJECT UNTIL YOUR GRANT AGREEMENT HAS BEEN APPROVED.**

Please review the checklist below to ensure the Grant Agreement has all necessary and pertinent information to proceed with approval.

- ☒ An executed Grant Agreement, signed and initialed by the Select Board.
- ☒ A copy of the Meeting Minutes which must acknowledge the community's acceptance of the **terms and conditions of the grant as well as match requirements**.
- ☐ Copies of current Liability and Workers Compensation Insurance Certificates.

Please forward all completed paperwork to:

**Meghan Wells, State Hazard Mitigation Officer**  
**NH Homeland Security and Emergency Management**  
**33 Hazen Drive**  
**Concord, NH 03305**

Upon receipt of the completed paperwork, it will be forwarded to the Department of Safety Business Office for approval. Once approval is received, an award letter will be sent to your community along with a copy of the executed Grant Agreement for recordkeeping. You will also receive instructions on reporting requirements. If you have any further questions, please do not hesitate to contact us at 603-271-2231 or [hazardmitigationplanning@dos.nh.gov](mailto:hazardmitigationplanning@dos.nh.gov).

Thank you for your continued dedication to emergency management.

Sincerely,

Meghan Wells  
State Hazard Mitigation Officer

Cc: Paul Hatch, Field Representative, NH HSEM

Office: 110 Smokey Bear Boulevard, Concord, N.H.  
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305  
603-271-2231, 1-800-852-3792, Fax 603-223-3609  
State of New Hampshire TDD Access: Relay 1-800-735-2964







New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management

Grant Agreement Checklist

Hazard Mitigation Grant Program (HMGP)

Applicant: Town of Lincoln

Grant Amount: \$7,500.00

Project: Local Hazard Mitigation Plan Update

All steps below are **required** to be completed in their entirety.

If any items are not completed properly, the Grant Agreement will not be processed.

Complete and return this checklist and all Grant Agreement documents by **December 10, 2020** to:  
NH DOS/HSEM Attn: State Hazard Mitigation Officer, 33 Hazen Drive, Concord NH, 03305

Grant Agreement

Grantee signors complete the following:

- ☒ Block 1.11 – Subrecipient Signatures  
Have a **majority** of the Select Board sign in blocks 1.11
- ☒ Block 1.12 – Name & Title of Subrecipient Signor  
Print names and titles of the signors
- ☒ Initial and date **each page of the Grant Agreement**
- ☒ Initial and date **Exhibit A, B and C.**

Notary Public or Justice of the Peace complete the following:

- ☒ Block 1.13 – Fill in County and Date
- ☒ Block 1.13.1 – Signature of Notary Public or Justice of the Peace, with seal.
- ☒ Block 1.13.2 – Name and Title of Notary Public or Justice of the Peace, with expiration date

**At this time, these documents do NOT need to be notarized.**

Additional Required Documents

- ☐ Meeting Minutes- **\*\*See SAMPLE MEETING MINUTES\*\***  
Minutes of the meeting documenting that the community's GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state **the community is accepting the grant agreement terms as presented.** Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:


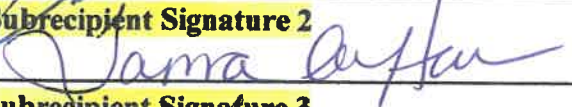
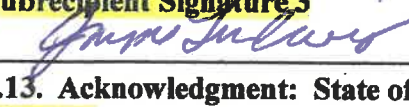
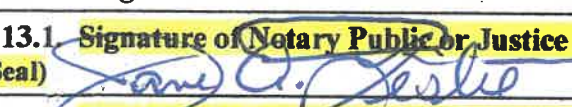
- ☐ What the grant is for
- ☐ Total project cost
- ☐ Amount of local match (25%)



# GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Lincoln (VC#177424-B001)		<b>1.4. Subrecipient Tel. #/Address</b> PO Box 25, Lincoln, NH 03251	
<b>1.5 Effective Date</b> Upon State Approval	<b>1.6. Account Number</b> AU #43930000	<b>1.7. Completion Date</b> 5/29/2023	<b>1.8. Grant Limitation</b> \$7,500.00
<b>1.9. Grant Officer for State Agency</b> Meghan Wells, State Hazard Mitigation Officer		<b>1.10. State Agency Telephone Number</b> (603) 223-4395	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> OJ Robinson-Chairman Board of Selectmen	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> Tamra Ham - Vice Chair, Board of Selectmen	
<b>Subrecipient Signature 3</b> 		<b>Name &amp; Title of Subrecipient Signor 3</b> Jayne Ludwig- Selectman	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of GRAFTON, on 12/7/20, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Jane A. Leslie - Notary Public			
JANE A. LESLIE, Notary Public State of New Hampshire My Commission Expires May 2, 2023 (Commission Expiration)			
<b>1.14. State Agency Signature(s)</b> By: _____ On: / /		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: _____ Assistant Attorney General, On: / /			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.)  2.)  3.) 

Date: 12/7/20

State of New York  
County of Westchester  
ss. I, the undersigned, Clerk of the County of Westchester, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.



3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.4. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.)

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Date: 12/7/20



- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)

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Date: 12/7/20






## EXHIBIT A

### Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Lincoln (hereinafter referred to as "the Subrecipient") \$7,500.00 to update their Local Hazard Mitigation Plan.
2. "The Subrecipient" agrees that the project grant period ends May 29, 2023 and that a final performance and expenditure report will be sent to "the State" by June 29, 2023.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.)



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Date: 12/7/20



## **EXHIBIT B**

### **Grant Amount and Payment Schedule**

#### **1. GRANT AMOUNT**

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$2,500.00	\$7,500.00	\$10,000.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Pre-Disaster Mitigation (PDM) EMB-2020-PC-0005			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.047 (PDM)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 861091015			

#### **2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$7,500.00.
- b. "The State" shall reimburse up to \$7,500.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation, i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements.
- c. Upon State Business Office Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 3, 2020, to the identified completion date (block 1.7).

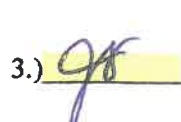
Subrecipient Initials: 1.)



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Date: 12/7/20



## EXHIBIT C

### Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.
5. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

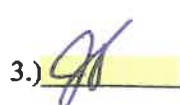
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Date: 12/7/20







# Town of Lincoln, NH

## Water and Sewer Rate Options

*Draft and For Consideration Purposes Only*

### Assumptions

- 1) Rates are designed to be sufficient for a 5-year period, but should be analyzed annually to ensure sufficiency.
- 2) Water capital improvements are approximately \$330,000 annually.
- 3) Sewer capital improvements are approximately \$1.12 million annually, including the financing of a WWTP upgrade.
- 4) Given that recent detailed customer consumption data is unavailable, assumptions had to be made with regard to the distribution of consumption, and should be revisited once actual consumption records are available.

### Rate Option Descriptions

- Option 1:** Quarterly fixed charge, recovering 20% of revenues, with no usage allowance; volumetric rate per Kgal
- Option 2:** Quarterly fixed charge, recovering 20% of revenues, with 9,000 gallons per quarter usage allowance; volumetric rate per Kgal
- Option 3:** Quarterly fixed charge, recovering 50% of revenues, with no usage allowance; volumetric rate per Kgal
- Option 4:** Quarterly fixed charge, recovering 50% of revenues, with 9,000 gallons per quarter usage allowance; volumetric rate per Kgal

			<u>Option 1</u>		<u>Option 2</u>		<u>Option 3</u>		<u>Option 4</u>	
<u>Water Rates</u>										
Fixed Charge (quarterly)	\$		10.27	\$	10.27	\$	25.67	\$	25.67	
Usage Allowance (gallons, quarterly)			-		9,000		-		9,000	
Volumetric Charge (per Kgal)	\$		3.08	\$	3.85	\$	1.92	\$	2.40	
<u>Sewer Rates</u>										
Fixed Charge (quarterly)	\$		9.03	\$	9.03	\$	22.57	\$	22.57	
Usage Allowance (quarterly)			-		9,000		-		9,000	
Volumetric Charge (per Kgal)	\$		2.71	\$	3.38	\$	1.69	\$	2.11	
<u>Combined Annual Customer Impacts</u>										
5 Kgals	}	Seasonal	\$	106.10	\$	77.18	\$	211.02	\$	192.95
10 Kgals			\$	135.02	\$	84.41	\$	229.10	\$	200.18
15 Kgals			\$	163.94	\$	120.56	\$	247.17	\$	236.33
25 Kgals			\$	221.78	\$	192.86	\$	283.32	\$	308.63
50 Kgals			\$	366.39	\$	373.62	\$	373.70	\$	489.39
25 Kgals	}	Year-round	\$	221.78	\$	77.18	\$	283.32	\$	192.95
50 Kgals			\$	366.39	\$	178.40	\$	373.70	\$	256.21
75 Kgals			\$	511.00	\$	359.16	\$	464.08	\$	369.19
100 Kgals			\$	655.61	\$	539.92	\$	554.46	\$	482.16
1000 Kgals			\$	5,861.45	\$	7,047.22	\$	3,808.11	\$	4,549.22
10000 Kgals			\$	57,919.88	\$	72,120.26	\$	36,344.63	\$	45,219.87

### Customer Notes

- 1) Seasonal Customers are assumed to be present for only one billing cycle.
- 2) Typical Year-round Residential customers use between 50 and 75 Kgals per year.

