

**LINCOLN – WOODSTOCK JOINT BOARD OF SELECTMEN'S  
BUDGET MEETING MINUTES**

**APPROVED**

**WEDNESDAY, JANUARY 17, 2024 – 4:30PM**

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

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

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**Board of Selectmen Present:** Chairman OJ Robinson, Vice Chair, Tamra Ham and Jack Daly

**Woodstock Board of Selectmen Present:** Gil Rand, Charyl Reardon and Scott Rice

**Staff Present:** Town Manager, Carina Park, Executive Assistant Jane Leslie, Public Works Director, Nate Hadaway, Solid Waste Supervisor, John Mackay and Recreation Director, Tara Tower

**Public Present via Zoom Video Conferencing:** Frank Pasciuto

**Public Present:** Wayne Baltzer, Paul Beaudin and Tracy Brumlik

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## **I. CALL TO ORDER**

Chairman Robinson called the joint meeting to order at 4:30 pm.

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## **II. JOINT SHARED BUDGET DISCUSSION WITH WOODSTOCK**

### **Community Building:**

Tammy asked Recreation Director, Tara Tower if there were any maintenance/upgrade projects scheduled for 2024 thru 2026 (Lincoln & Woodstock share in these costs). Tara explained that they do not at this time (currently completing the reconstruction of the entranceway - building's airlock system), however, the next Community Building Committee meeting is scheduled for February 8<sup>th</sup> where this will be discussed. Tammy noted there had been talks about the Community Childcare Center having to close due to staffing issues, however, they have since hired one additional employee (they will also be losing an employee this summer), and despite the Center still being short 1 ½ employees, it will remain open.

### **Parks & Recreation Department:**

The Selectmen reviewed the Recreation Budget and Tara commented that one of the things that came up as a result of the Kanc Rec Community Forum that was held a few months ago was that they could better utilize storage space at the Kanc by storing the baseball equipment over at the school field. The Selectmen reviewed several other line items that were expected to increase in 2024.

### **Solid Waste Facility:**

Public Works Director, Nate Hadaway commented that the transfer station's backhoe has been out of commission since September and being repaired, and he has been using the Public Works backhoe at the transfer station. Nate feels that the costs for the repairs (\$18,500 - major transmission failure) will be covered under his 2023 budget.

OJ asked Nate if he was planning on increasing solid waste fees. Nate explained he had not planned on increasing fees because they appear to be covering their expenses at this time. Carina commented that they may want to look at increasing fees for some of the bulk items (mattresses, stoves, washing machines etc.) to be more aligned with what other towns are charging (current costs are being marginally covered).

The Selectmen of both Lincoln and Woodstock agreed to return to meeting quarterly as they had previously done prior to COVID (the Selectmen agreed to meet again in May, 2024 at Lincoln Town Hall).

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### **Lincoln- Woodstock Police Department Dispatch Agreement (effective January 1, 2024):**

The Selectmen reviewed the draft Memorandum of Agreement (see attached) to provide dispatching services for the Town of Woodstock Police Department. Selectman Reardon referenced **Section 2. Consideration:** *"The Town of Woodstock SHALL pay the Town of Lincoln the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) for calendar year 2024 and calendar year 2025 for this service. Additionally, the Town of Woodstock may be responsible for incidental expenses incurred to carry out this agreement. The annual fee described above SHALL be subject to a two-year agreement commencing January 2024."*

Charyl asked that the "incidental expenses incurred to carry out this agreement" be more specific (what are these expenses; how much would this cost, is there a limit on the amount), and they add *"prior to any costs being added on, that they be discussed with Woodstock first,"* and that this be written into the agreement (and that their Town Counsel be able to review and amend the same).

Charyl referenced **Section 5. HOLD HARMLESS AND INDEMNITY:** *"The Town of Woodstock SHALL hold the Town of Lincoln harmless and indemnify the Town of Lincoln for any claim, action or suit that may be brought by any party against the Town of Lincoln as a result of the Town's participation in this agreement, regardless of fault on the part of the Town. The Town of Woodstock waives any claim it can or may have against the Town of Lincoln as a result of the Town's participation in this agreement or any extension."* Charyl asked that his language be modified as well (per their attorney's recommendation) and that this amended agreement be filed with the AG's Office (Attorney General).

OJ commented that going forward, if Woodstock receives feedback from their attorney (and they are in agreement with the language), they can then forward it to Lincoln (and if Lincoln agrees), there is no need to meet again, and they can each vote on it with their respective boards.

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### **III. JULY 4<sup>th</sup>, 2024 FIREWORKS DISPLAY Discussion**

At the end of November (2023) North Star Fireworks informed the town(s) that they would *not* be doing any out-of-state shows (they are a Vermont based company) for the 2024 July 4<sup>th</sup> holiday, however, they could do either Wednesday, July 3<sup>rd</sup> or Friday, July 5<sup>th</sup> for the same price as the previous year (\$15k – Lincoln/Woodstock share the cost). The joint Boards met on December 1<sup>st</sup> to discuss securing a date for the July 4<sup>th</sup> fireworks and had agreed on July 3<sup>rd</sup>. Since that time, North Star has notified the town that the only date available is now July 5<sup>th</sup> and they are hoping that going forward (2025) they will be in a better position to accommodate Lincoln's 4<sup>th</sup> of July holiday fireworks (COVID affected their apprenticeship training program, and they do not have enough technicians to accommodate out-of-state July 4<sup>th</sup> displays). The Selectmen agreed that North Star fireworks puts on a great display for a great price, and discussed asking North Star if they would consider entering into a multi-year contract to secure future July 4<sup>th</sup> holidays. The Selectmen also discussed going out to bid for future holiday fireworks displays to ensure that this does not happen again.

Selectman Rand noted that there are other activities that will be taking place (parade, cookout at Soldier's Park, N. Woodstock, concert of patriotic music, N. Woodstock) over the course of the holiday week.

**MOTION: "To accept the proposed contract with North Star Fireworks, and to request a July 4<sup>th</sup>, 2025 date for next year as part of this."**

**Motion: Tamra Ham**

**Second: Scott Rice**

**All in favor.**

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### **IV. ADJOURNMENT**

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

**MOTION: "To adjourn."**

**Motion: Tamra Ham**

**Second: Charyl Reardon**

**All in favor.**

The meeting adjourned at 9:54 p.m.

  
Respectfully Submitted,  
Jane Leslie

Approval Date: January 31, 2024

**LINCOLN BOARD OF SELECTMEN:**

  
Chairman O.J. Robinson

  
Tamra Ham

  
Jack Daly

**WOODSTOCK BOARD OF SELECTMEN:**

\_\_\_\_\_  
Gil Rand

\_\_\_\_\_  
Charyl Reardon

\_\_\_\_\_  
Scott Rice





## MEMORANDUM OF AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Town of Lincoln, a New Hampshire municipal corporation located in the County of Grafton and State of New Hampshire and the Town of Woodstock, a New Hampshire municipal corporation located in the County of Grafton and State of New Hampshire.

1. **DISPATCH DUTIES:** The Town of Lincoln hereby agrees to provide dispatching services for the Town of Woodstock Police Department according to the terms of this agreement. Dispatch duties SHALL be directed to the Lincoln Police Department. Upon receipt of such calls, the Town of Lincoln, through its agent police force, SHALL contact the appropriate officials of the Woodstock Police Department and relay such messages and requests to said officials as may be appropriate. In the event that a request for service is stated as, or reasonably appears to be, an emergency situation, the Lincoln Police Department SHALL immediately notify the on-duty Lincoln Police Officer in the event that it is unable to notify the designated officer of Woodstock Police Department as stated in the Mutual Aid Agreement. It SHALL be the responsibility of the Town of Woodstock Police Department to train all police personnel in all areas to police functions and procedures within the scope of providing Police Service, and all other service the Woodstock Police Department may deem appropriate. Actions taken by members of the Woodstock Police Department in no way represent the policies, procedures, orders or control of the Lincoln Police Department. Actions taken by the Woodstock Police Department are independent of the Lincoln Police Department and are totally the responsibility of the Woodstock Police Department and Town of Woodstock, New Hampshire.
2. **CONSIDERATION:** The Town of Woodstock SHALL pay to the Town of Lincoln the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500) for calendar year 2024 and calendar year 2025 for this service. Additionally, the Town of Woodstock may be responsible for incidental expenses incurred to carry out this agreement. The annual fee described above SHALL be subject to a two-year agreement commencing January 2024.
3. **TERM:** This agreement SHALL be for the period of two (2) years, commencing January 1, 2024, and may be extended through further written agreement for successive periods of two (2) years each. Either party may withdraw from this agreement upon thirty (30) days' notice to the other party. In the event that this agreement is canceled by action of the Town of Lincoln, its responsibilities to the Town of Woodstock SHALL be limited to the return of any equipment and records used or generated solely due to the Town of Lincoln's responsibilities under this contract. In the event that the contract is canceled by action of the Town of Woodstock, its responsibilities SHALL be limited to payment of a proportionate share of the annual fee based upon the time period from the effective date of this agreement to the date when the Town of Lincoln discontinues providing dispatching services.
4. **CALL LIST:** In conjunction and in connection with this contract, the Police Department of the Town of Woodstock SHALL furnish the Lincoln Police Department with an accurate "call list." This "call list" SHALL designate certain individuals and their respective phone numbers who are to be contacted by the Lincoln Police Department upon a request for assistance. An updated "call list" with the names and numbers of personnel that the Town of Woodstock deem appropriate to be on the "call list," SHALL be provided to the Lincoln Police Department as often as necessary. The Lincoln Police Department will use its best efforts to contact the individuals designated upon the call list, but in the event that it is unable to do so due to communication

failure or failure of the individuals to be at the designated locations, then the Lincoln Police Department and the Town of Lincoln SHALL have no further obligation other than to make such reasonable attempts at locating the designated individuals given existing circumstances.

5. **HOLD HARMLESS AND INDEMNITY:** The Town of Woodstock SHALL hold the Town of Lincoln harmless and indemnify the Town of Lincoln for any claim, action or suit that may be brought by any party against the Town of Lincoln as a result of the Town's participation in this agreement, regardless of fault on the part of the Town. The Town of Woodstock waives any claim it can or may have against the Town of Lincoln as a result of the Town's participation in this agreement or any extension.
6. **LEGAL EFFECT:** In the event that any sentence, clause or provision of this contract SHALL be held illegal or void by any court of competent jurisdiction, then all terms remaining SHALL be considered separate and in full force and effect.
7. **MERGER:** All agreements between the parties are merged within the terms of this document and no separate agreements exist. Any amendments or changes in or to the terms herein SHALL be in writing and agreed to by the parties.

**IN WITNESS WHEREOF,** we have hereunto set our hands, all on the date first above was written.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Selectman of the Town of Lincoln,  
NH

Date: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk, Lincoln NH

Witness: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Selectman of the Town of  
Woodstock, NH

Date: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk, Woodstock NH