

**LINCOLN-WOODSTOCK JOINT  
BOARD OF SELECTMEN'S & PUBLIC HEARING  
MEETING MINUTES  
APRIL 15, 2019 – 5:30PM  
LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH**

**APPROVED**

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**Board of Selectmen Present:** Chairman OJ Robinson, Tamra Ham, and Jayne Ludwig  
**Woodstock Board of Selectmen Present:** Joel Bourassa, Gil Rand, and Scott Rice  
**Staff Present:** Town Manger Burbank, Chief Ron Beard, Police Chief Chad Morris, Recreation Director, Tara Tower, Public Works Director Nate Hadaway, & Administrative Assistant, Jane Leslie.  
**Public Present:** Michael Donahue Sr., Michael Donahue, Jr., Roger Harrington, Cliff Dauphine, Ryan Fairbrother, David Tomaso, Patrick Griffin, Kurt O'Connell, O'Connell Builders, Deputy Chief Tom Sabourn, Woodstock FD, Woodstock Fire Chief John Mackay, Shawn Woods- Woodstock FD, Tyler Clark, Woodstock FD, Deputy Chief, Fred Englert, Woodstock FD, Scott & Linda McIntyre, Roger Harrington, Debbie Celino, Jim Welsh, Lincoln Town Attorney, Peter Malia Esq., Kevin & Delia Sullivan, Kelly & Lisa-Jane Philbrick, Kim Pickering, Margie & Dan Gozdiff, Mary Conn, Dave Beaudin, and Steve Noseworthy

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**I. CALL TO ORDER**

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

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

*The review and approval of the meeting minutes was postponed until the next scheduled Board of Selectmen's meeting on April 22nd.*

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**III. LINCOLN-WOODSTOCK BOARD DISCUSSION**

**Solid Waste Facility**

**Transfer Station Scale and Fee Schedule:**

Chairman Robinson opened up the discussion explaining that after review of the revenues from the 2018 Statement of Operations for the Solid Waste Facility, it was noted that the expenses for the contracted waste services were higher than budgeted (overspent). Robinson feels that a scale would help Transfer Station employees solidify and charge more accurate fees for the disposal of construction debris (charges are currently determined by the vehicle size). Selectman Rice commented that with the implementation of a scale, the revision of the fee schedule would be a moot point, so the Boards agreed that there was no need for further discussion on the fee schedule. Public Works Director, Nate Hadaway joined the meeting and presented several estimates (Fairbanks Scale, Mid America Scale Ind., and Northeast Scale) for the proposed scale for the Solid Waste Facility. The total price for purchasing a scale *alone* is \$27,700, two (2) additional quotes that included excavation/backfill and underground location services were \$74,922, and \$80,000. DPW Hadaway felt that the "Pit Style" scale would be most feasible for the Transfer Station for both logistical and practical reasons due to the size and layout of the facility grounds. Hadaway reached out to towns in the surrounding area that use this type of scale and they all provided favorable reviews. A discussion ensued on capacity sizes and the practical needs for the Solid Waste Facility. Hadaway provided recent information he had calculated from Finance Director Johnna Hart's quarterly report and found that during the first quarter of 2019, the town collected in cash payments \$6,600 (C&D, electronics, fluorescent bulbs, white goods etc.) and paid out \$11,082. Hadaway feels that the implementation of a scale is the most accurate and practical way to charge for these items and deter excessive revenue losses to the towns. Robinson asked if the town pays

by the pound to get rid of the C&D waste. Hadaway explained that the town(s) pay on an average, \$.054 per pound (\$.54 for 10 lbs., \$5.40 for 100 lbs., and \$108 per ton) which includes the trucking fees. Essentially, if the transfer station employee is charging by “sight” alone, they must charge at least \$5.40 for every 100 lbs. that comes into the facility for disposal. Hadaway commented that even charging with the use of a scale, there should be a minimum fee established for smaller disposals (e.g., \$10 - \$15). Selectman Rice did not agree, nor feel that someone should have to pay or weigh a few household items that they want to dispose of. Chairman Robinson suggested they not discuss setting rates prior to the purchase of the scale, but rather focus on leveling out the revenues received, with the expenses being paid out to dispose of the C&D. Selectman Bourassa asked if there are any additional “soft costs” associated with the scale (administrative, annual calibration fee etc.). DPW Hadaway believes that this can be done with the current staffing at the transfer station, and there would be an annual calibration fee (approx. \$3500). Chairman Robinson added that the Town of Lincoln will be funding their 50% share of the scale costs with their Solid Waste CIP.

Robinson made the following motion to open up the discussion for public input:

**MOTION: “To open the discussion up for public comment and input.”**

**Motion: OJ Robinson**

**Second: Jayne Ludwig**

**Motion carries.**

Woodstock resident Patrick Griffin commented that this had been part of a previous discussion a few years ago, and the fee schedule was supposed to be changed for S-10 pickup trucks; ½ ton, ¾ ton, and 1-ton pickups, however, this never happened and he does not feel the rates are fair.

Mike Donahue commented that the town is potentially spending a lot of money for something they may not need, and asked why they feel they need a 50-ton scale? DPW Hadaway responded that he would be fine with pricing smaller scales and researching additional information further. Donahue did not feel a pit scale was the way to go, as they historically have a lot of problems in environments such as ours and tend to freeze-up in the winter because they are in the ground and suggested a raised scale would be more practical.

Fred Englert asked what would happen with a business like *Clark’s Trading Post* who doesn’t have a 1-ton dump truck but a larger 6-wheel dump truck? Englert would like the towns to ensure that whatever scale they decide to purchase, it will be able to accommodate residents and businesses in both communities. The Board thought this was a point well taken.

Chairman Robinson suggested DPW Hadaway obtain full pricing for both the pit scale and a smaller scale to see what the cost differential would be, and made the following motion:

**MOTION: “To obtain pricing for both scales, and then proceed with the purchase of the scale.”**

**Motion: OJ Robinson**

**Second: Joel Bourassa**

**Motion carries.**

Selectman Ham suggested that the Transfer Station consider changing over to a “non-cash” policy and accept checks or credit cards *only*. She feels it is easier and cleaner and that most Solid Waste Facilities are operating in this fashion. The Boards thought this was a good idea.

Selectman Rice asked if it was worth it for the Transfer Station to continue with recycling efforts as he has heard that a lot of towns are opting out of recycling due to the increased costs to the towns. DPW Hadaway explained that by recycling, the town is only paying to get rid of the “can” that holds the recyclables (\$234 shipping fee per can – approx. 2-cans per month) rather than the recyclables becoming part of the C&D and adding to the overall solid waste disposal expense.

### **Transfer Station Roof Repair/Replacement:**

The Boards reviewed two (2) proposals provided by Public Works Director, Nate Hadaway for the repair of the Transfer Station roof: Construx, Inc. proposal is for \$17,900, and Riess Construction proposal is for \$27,700. The Boards were not entirely certain why there was a significant price differential in proposals, however, they were in agreement that the transfer station roof has been in need of repair for quite some time. After a brief discussion, Selectman Ham made the following motion:

**MOTION: “To accept Construx, Inc. proposal for \$17,900 to repair the Transfer Station Roof.”**

**Motion: Tamra Ham**

**Second: Gil Rand**

**Motion carries.**

### **Intergovernmental Solid Waste Agreement:**

Chairman Robinson explained that the current agreement was signed in 2013 for an initial term of five (5) years ending on January 1, 2019. If the agreement was not terminated during its initial term, it would automatically extend for an additional term of five (5) years (*term ending 2024*). Robinson asked if there were any recommended or proposed changes at this time or discussions because the contract automatically renewed on the first of January. Selectman Rice commented that he would like to see Woodstock Selectmen have greater input on the operations and policies governing the Transfer Station. Selectman Bourassa explained that he has heard a lot of comments from both current and past employees of the facility and feels it would be beneficial if these individuals were consulted when decisions are being made concerning the Transfer Station. One employee was not consulted with during discussions on the much-needed roof repair, and Bourassa feels that this is a mistake as the employees' input is valuable due to the fact that they are working/operating the facility on a daily basis. Bourassa feels the municipal agreement should reflect this, and state that *employee participation and consultation* be added to the contract language. Bourassa asked if there is a specified person in charge of the Transfer Station at this time? Selectman Ham explained that DPW Hadaway is the Director (Department Head) of the Solid Waste Facility as well as Public Works Department. Town Manager Burbank commented that at this point if the Boards are going to be discussing employees (any employee), this must be done in a Non-public Session (*Pursuant to RSA 91-A:3 II (c)*).

Selectman Ludwig asked for clarification on page 4 of the Intergovernmental Agreement (last paragraph – *see attached*) that states...*Economics of scale may indicate that additional Towns ought to become parties to this Agreement.*” Chairman Robinson responded that he believes that this allows for the agreement to include another town if the Boards should decide to do so. Selectman Bourassa recommended both Boards review the agreement and discuss any proposed changes at their next joint meeting.

Chairman Robinson asked the Woodstock Selectmen if they would like to meet on a more regular basis, and the Solid Waste Facility will be one of the agenda items (amongst other things). Both Boards thought this was a great idea and agreed that meeting on a quarterly basis would allow for both Boards to discuss their mutual interests. The Selectmen agreed on the following quarterly meeting schedule: April, July, October, and December/January (in conjunction with joint budget meeting). The next scheduled joint Board of Selectmen's meeting will be held on July 2, 2019 at 5:30 p.m. at Woodstock Town Hall (subsequent meeting dates will be scheduled at the July meeting).

Woodstock resident, Patrick Griffin commented to the Board(s) that he disagrees with them going into a Non-public session to discuss an employee issue. Chairman Robinson explained that this is not a *public input* matter, and if both Boards vote to discuss this matter in a Non-public session based on a provision in RSA 91-A (c) *Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the body or agency itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine,*

or other levy, if based on inability to pay or poverty of the applicant, the Board not only has the right, but also the obligation to go into Non-public because they cannot speak about a specific employee in any way.

## **Community Center**

Recreation Director Tara Tower joined the meeting and reviewed the historical set-up of the Lin-Wood Community Building Committee (which was started when the towns purchased the Community Center) and was comprised of one (1) member from both Lincoln and Woodstock's Board of Selectmen; a co-chair from each town, and member from each community. This committee continues to meet as needed, as well as to review upcoming recommendations. The committee reviews items that are agreed to be a priority for the Community Center; items for future consideration, and items that are deemed as outside of the focus of the Community Center. Tower also explained that the *Joint Loss Management Committee* comes around quarterly to inspect and view any items that may need improvement. Two items currently being addressed are the light pole in the Community Center parking lot, which Tower is working with the NH Electric Coop to try and have it removed, and some electrical concerns that are being addressed with Mike Harrington. Tower reviewed upcoming projects planned for the Community Center.

Chairman Robinson asked if the Community Center is able to accommodate the multiple tenants in the building and if that is working out well. Tower explained that there were periodically scheduling challenges with the Grafton County Senior Citizens Council and other agencies that utilize the center, however, all is working well now.

## **Recreation Department Rates**

Recreation Director Tara Tower provided the Board with a breakdown of fees for the Kanc Ski Area and Summer Camp programs from 2015 through 2019. Selectman Ham asked Tower if she was comfortable with the current rates, and Tower explained she is now, however, after the last increase (2014) it took a while for the residents to adjust. A discussion ensued on the various rates that are charged for the programs offered for both residents and non-residents. Selectman Ham added that the *Friends of Rec* offsets costs through its various scholarships for both the After-School Program and the Kanc Rec Ski Area which benefits families with multiple children.

## **Lincoln and Woodstock Fire Departments (Philosophical Discussion)**

Chairman Robinson explained that the Selectmen wanted to have a philosophical discussion concerning both Lincoln and Woodstock Fire Departments to assess where they are currently, and possible visions for the future. Lincoln Fire Chief Ron Beard and Woodstock Fire Chief John Mackay joined the meeting. Selectman Ham opened up the discussion and explained that she would like to see a feasibility study conducted about merging the two (2) departments, and that this be conducted by a neutral outside agency. Some of the key points Ham would like to see evaluated would be: (1) good/bad idea to combine, (2) if we do combine, would it be full-time or remain on-call, volunteer, (3) do we need more apparatus or less, (4) will this cost more money or less money. These are key questions that Ham would like to see answered, and then at such time meet with Woodstock for a more in-depth discussion. Selectman Bourassa was in agreement with Selectman Ham and has been thinking about this for a while. Bourassa understands this is a very passionate issue and he supports an unbiased third-party to conduct this study and present their findings. Selectman Rand suggested taking the concept of a feasibility study before the voters at the next Town Meeting to see if they would be in support of a feasibility study. Ham disagreed and feels that they should have the feasibility study and then present the findings to their constituents at the next Town Meeting so that they can make an informed decision.

Robinson noted that there is no funding in either Boards budget to conduct a study this year, and explained that when this subject came up a few years ago things were drastically different (Lincoln did not have a Fire Chief and the department was struggling to keep a cohesive work environment). The towns are at a point today where they each have two (2) very strong, capable, and experienced Fire Chiefs that have each built and obtained robust, cohesive departments that can stand on their own. Robinson is not convinced that this is urgent or necessary and agrees with Rand that the voters should determine if this discussion of conducting a feasibility study should be pursued or not.

Chief Mackay commented that he feels the relationship between both Lincoln and Woodstock Fire Departments works, and it has been working for quite a while. McKay is neither for or against the merging of departments, however, he wants to ensure that whatever changes there are benefits both Woodstock and Lincoln individually. Chief Beard added that their relationship has come a long way over the past several years and serious thought must be put into this prior to making any drastic changes. Chairman Robinson suggested that as the next budget season approaches, they draft a warrant article to fund a feasibility study (50%-50%) if the costs to do so are not excessive. Town Manager Burbank agrees that if this is something both towns are considering, it will take a lot of serious thought.

#### **Use of hydrant (near the Hobo) in the Event of an Emergency**

Chief Beard explained that it was discussed and questioned at a previous Board meeting that in the event of a fire emergency, would Lincoln be able to utilize the hydrant outside of the Hobo Railroad. Selectman Rand commented that the hydrant outside of Dave Rodgers is only a 2” line and would not be of much use at all. The bigger issue around this is the co-mingling of water which absolutely could not happen and would require the blessings of Pennichuck Water Works (Woodstock’s contracted, licensed municipal water operator), DES, and possibly EPA. Selectman Bourassa has no major issues in the event of a major fire emergency and feels this would make sense.

#### **Joint Department Head Quarterly Reports**

The Boards agreed that the joint Department Heads should be invited to the quarterly meetings and provide department updates.

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#### **NONPUBLIC SESSION Pursuant to RSA 91-A: 3:II (c) Reputation**

**MOTION: “To go into Non-Public Session pursuant to RSA 91-A: 3II (c) Employee Reputation  
Motion: Tamra Ham            Second: Gil Rand            Motion carries.**

The Board went into non-public session at 6:45 pm.

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

**Motion: OJ Robinson            Second: Gil Rand            Motion Carries.**

The Board came back into public session at 7:00 p.m.

Chairman Robinson reconvened the joint meeting and made the following motion:

**MOTION: “To not seal the minutes of the Non-public session.”**

**Motion: OJ Robinson            Second: Gil Rand            Motion Carries**

**MOTION: “To adjourn the joint Lincoln Woodstock Board of Selectmen’s meeting.”**

**Motion: OJ Robinson            Second: Scott Rice            Motion Carries**

Upon the departure of the Woodstock Board of Selectmen, Chairman Robinson made the following motion:

**MOTION: “To continue with the Lincoln Board of Selectmen’s meeting after a two (2) minute break.”**

**Motion: OJ Robinson    Second: Jayne Ludwig**

**Motion Carries**

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#### **IV. CONTINUATION OF APRIL 8<sup>TH</sup> PUBLIC HEARING ON THE PROPOSED PURCHASE OF TOWN-OWNED LAND PURSUANT TO RSA 41:14-A**

Chairman Robinson called the meeting to order and explained that this is a continuation of the second Public Hearing (April 8<sup>th</sup>) on the proposed purchase of the town-owned land located at the Industrial Business Park (Lot No. 4). Robinson provided a brief summary of the history of this proposed land sale and explained that the reasoning for the continuation was because new information/documentation was located by town staff and subsequently distributed to the Board for review. Robinson went on to further explain that at the end of last week’s public hearing he stated that the Board would be making a decision this evening at the end of the Public Hearing, however, recent information provided by the Town’s Attorney (Peter Malia) RSA 41:14-a- **Acquisition or Sale of Land, Buildings, or Both**, states: ***“The Board of Selectmen shall hold two (2) public hearings at least ten (10) but not more than fourteen (14) days apart on the proposed acquisition or sale after they have first submitted any such proposed acquisition or sale to the Planning Board and to the Conservation Commission for review and recommendation by those bodies...the Selectmen’s vote shall take place no sooner than seven (7) days nor later than fourteen (14) days after the second public hearing which is held.”*** Attorney Malia went on to explain that upon conclusion of tonight’s public hearing the Selectmen will have to wait seven (7) days to render a decision pursuant to the statute (meeting for the Board’s vote will have to be scheduled 7-14 days upon conclusion of second public hearing).

*Chairman Robinson opened up the Public Hearing at 7:00 p.m.*

Delia Sullivan asked if any additional paperwork had been found/distributed after last week’s Public Hearing (April 8<sup>th</sup>). Chairman Robinson explained that no additional paperwork had been found, however, the Board was still reviewing the large trove of documentation that was distributed for last week’s hearing. Kevin Sullivan had questions about the covenants requiring on-site supervised jobs and his understanding that it had to be three (3) jobs. Sullivan asked for clarification on the amount of jobs the site must create. Chairman Robinson explained that the concept of creating three (3) onsite/supervised jobs had been discussed, but never formally implemented within the covenants and restrictions on the deed. Attorney Malia commented and explained that what is “controlling” is what is stipulated in the deed, and the deeds that have been given for these lots do not contain this covenant and restriction. Malia referred to Chester Kahn’s real estate listing for Arthur Salem Way (year unknown-2011?) that described the following: *“Local businesses are welcome as are any employing at least three (3) people or more.”* (This statement never made it into the verbiage of the deed,) Delia Sullivan reminded the Board why she had not originally put an offer in on Lot No. 4: (1) was told land could not be purchased as an “investment” because she was not ready to build at that time, and, (2) she thought she would have to employ at least three (3) additional people which she was not ready to do. Sullivan feels that with these items taken off of the table she should have the right to bid against the current offer for this lot.

Kurt O’Connell (O’Connell Builders) explained to the Board that he has not deviated from his original position or offer since the onset of this process, and his intentions continue to be that he plans on building a business/headquarters and possibly renting out some of the space to other contractors.

O'Connell cannot understand how this has all gotten to this point, and noted that he does not see anything in the covenants and restrictions that can prevent his proposed offer from happening, and noted that this is what the Business Park was designed for. A discussion ensued on the perceived "intent" for the Business Park lots and whether or not Mr. O'Connell was creating full-time, year-round employment.

Selectman Ham asked Mr. O'Connell how many employees he currently has? O'Connell responded that he currently employs four (4) workers at his contracting company. Ham also commented that over the course of these recent Business Park discussions, Delia Sullivan has commented on numerous occasions that there have been *a lot of people interested in purchasing these lots*, however, the town has only received three (3) offers on these lots since Selectman Ham has been a member of the Select Board (9-years). Delia Sullivan clarified that she was not talking about actual "offers" but rather "potential" contractors that *may have possibly* wanted to make an offer to the town. Sullivan went on to explain that her personal intent has always been to purchase Lot No. 4 but felt she had to wait until she was in the position to do so. Ham responded that it is her understanding the Mr. O'Connell's intent is to construct his building within the 18-month time-frame, and he already has three (3) or more employees. Chairman Robinson asked Kevin Sullivan if the issue he is bringing up this evening is the *on-site* versus *off-site* employment, and not the building structure itself or the year-round employment concerns. Kevin Sullivan stated that was correct.

Dave Beaudin commented that he agrees with Mr. O'Connell when he states that the lots in the Business Park are designed for exactly the type of business he is operating, and feels that this helps alleviate business owners from working out of their homes in residential neighborhoods. Margie Gozdoff commented that she feels it is disrespectful pushing out an already established business owner in the Industrial Park and not allowing them the opportunity to bid even though they did not make an offer. Gozdoff feels that unless the Selectmen change the current covenants and restrictions, they should start the bidding process all over again and remove the "on-site" work requirement. There were also discussions on Mr. O'Connell's rights for first notification for Lot No. 2 if the Select Board should decide to sell Mr. O'Connell Lot No. 4.

Kelly Philbrick asked if it was possible for Lot 3 to be offered for sale and the town would then be able to sell two (2) lots instead of one (1). Robinson responded that this has been discussed at the three (3) previous meetings (Planning Board, 1st Public Hearing, and 2<sup>nd</sup> Public Hearing) however, on a technical basis, the Selectmen need to make a decision on *this* proposed sale, and the varying perspectives could play a role during the deliberations and final decision. A discussion ensued on the prospect of housing in the Business Park.

Dave Beaudin asked if the Sullivan's were to purchase Lot No. 4 at this time, were they prepared to put up another building that will create at least three (3) additional jobs? Mr. Sullivan said that he is prepared to build a structure on that lot, and he currently employs four (4) workers and could potentially be hiring one (1) additional employee, however, he does not have to have three (3) employees based on recent discussions on the covenants and restrictions. Sullivan reiterated that his two (2) biggest concerns are the (1) onsite employment, and, (2) storage facilities. Kurt O'Connell explained to the Board that he builds cabinetry and other housing accessories for his customers and would be using his building for a multitude of things as well as storing his construction equipment. O'Connell's question to the Board was, what is the towns legal obligation to enforce the covenants and restrictions within the deed when selling this lot (or any other lot).

There was a discussion on whether or not the Sullivan's could purchase the abutting lot on the other side of their business (Lot No. 8) when it was noted that this lot was not available for sale. Chairman

Robinson explained that the Board had determined that if any lots within the Industrial Business Park were to be used for multi-family housing, it would *not* be Lots 4 or 5, so the Board decided to focus on selling those lots (4 & 5) prior to committing to any obligations for the remaining lots. Selectman Ludwig asked if it was possible to open up those remaining lots for sale to the public. Chairman Robinson explained that the options are wide-open and it would simply take a majority vote of the Board of Selectmen to do so. With no further discussion, Chairman Robinson made the following motions:

**MOTION: “To close the Public Hearing.”**

**Motion: OJ Robinson**

**Second: Tamra Ham**

**Motion Carries.**

*The Public Hearing closed at 7:45 p.m.*

Selectman Ludwig made the following motion relative to the remaining lots in the Industrial Business Park (Map 109 Lot 022, Map 110 Lot 022, Map 109 Lot 021, Map 110 Lot 023):

**MOTION: “To put the remaining four (4) lots (Map 109 Lot 022, Map 110 Lot 022, Map 109 Lot 021, and Map 110 Lot 023) back up for sale to the general public per the covenants and restrictions.”**

**Motion: Jayne Ludwig**

**Second: Tamra Ham**

*Selectman Ham seconded the motion but requested a discussion amongst the Board prior to a vote:*

Ham explained that these lots were set aside for workforce housing and feels that by opening them up for sale, it will leave the town with no viable place to build much-needed housing, and Lincoln simply does not have many options when it comes to suitable lots to build on, Chairman Robinson feels that it is too soon to have this discussion and motion now, and feels that next week is part of the current deliberation process and the Board will have the option to open up another lot to offer to a specific individual in an effort to resolve this current issue. Selectman Ludwig does not feel that workforce housing has a place in the Industrial Business Park (safety concerns) and thinks the “old airport” may be better suited. Robinson reiterated that he would like to get through this current decision first prior to opening up all of the lots and Ham agreed. With no further Board discussion, the following motion was made:

**MOTION: “To put the remaining four (4) lots (Map 109 Lot 022, Map 110 Lot 022, Map 109 Lot 021, and Map 110 Lot 023) immediately back up for sale tonight to the general public per the covenants and restrictions.”**

**Motion: Jayne Ludwig**

**Opposed: OJ Robinson and Tamra Ham**

**All in favor: (1-2), Motion defeated.**

Selectman Ham will not be present at the next scheduled Board of Selectmen’s meeting (April 22, 2019) and as noted earlier; the Board’s vote on Kurt O’Connell’s offer has to be scheduled 7-14 days upon conclusion of the second public hearing (*this evening*), so the Board agreed to schedule the vote for next Monday evening (April 22<sup>nd</sup>) and to allow Selectman Ham to participate in the vote via a conference phone call at 5:30 p.m..

Town Attorney Peter Malia explained that the Board can hold a *non-meeting (consultation with legal counsel)* after this evening’s public session to discuss any legal issues surrounding the decision that the Board must make on the sale of this property. Delia Sullivan asked the Board if they could ask Attorney Malia a question on her behalf concerning changing the covenants and restrictions on her deed for her lot at the Industrial Park. The Board agreed to speak with Attorney Malia about this.



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## VI. OLD/NEW BUSINESS

### Town Managers Report

*There was no Town Managers Report this evening.*

### Application for Elderly Exemptions and Veterans Tax Credits

Applications have been reviewed by the Assessing Clerk and submitted for the Boards approval. Elderly Exemption: \$50k (65-74-years old); \$75k (75-79-years old), and \$100k (80+ years old) and Veterans Credits: \$500 (regular) and \$2k (disabled).

#### Elderly Exemptions:

The Board reviewed the two (2) Elderly Exemptions being removed, and the two (2) Elderly Exemptions being added, and made the following motion:

**MOTION: “To approve the 2019 Elderly Exemptions/Removals as proposed by Johnna Hart, Assessing Secretary.”**

**Motion: OJ Robinson**

**Seconded: Tamra Ham**

**All in favor.**

#### Veterans Credits:

The Board reviewed the eight (8) Veterans Credits being removed, and the ten (10) Veterans Credits being added, and made the following motion:

**MOTION: “To accept the 2019 Veterans Credits/Removals as proposed by Johnna Hart, Assessing Secretary.”**

**Motion: OJ Robinson**

**Seconded: Tamra Ham**

**All in favor**

#### Public Participation

*There was no public participation.*

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## VII. NON-MEETING SESSION *Pursuant to RSA 91-A: 3:II (I) Legal advice provided by legal Counsel.*

**MOTION: “To go into a Non-Meeting Session pursuant to RSA 91-A: 3II (I)**

**Motion: Tamra Ham**

**Second: Jayne Ludwig**

**Motion carries.**

The Board went into non-public session at 7:45 pm.

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

**Motion: OJ Robinson**

**Second: Jayne Ludwig**

**Motion Carries.**

The Board came back into public session at 8:05 p.m.



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**VIII. ADJOURNMENT**

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


**MOTION: "To adjourn."**

**Motion: Tamra Ham**

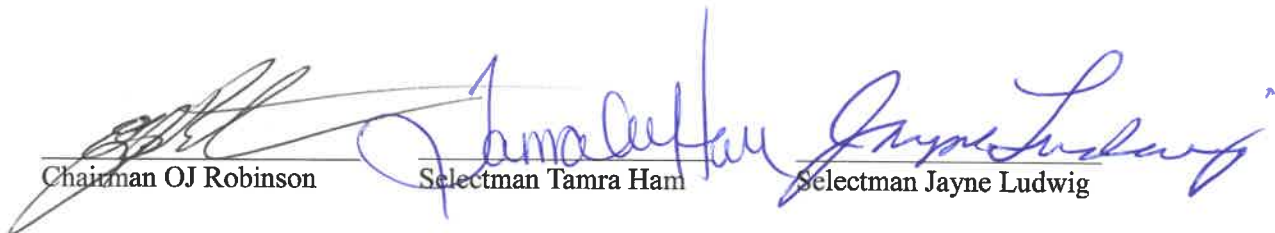
**Second: Jayne Ludwig**

**Motion Carries.**

The meeting adjourned at 8:15 p.m.

  
Respectfully Submitted,  
Jane Leslie

Approval Date 4 /29 / 2019

  
Chairman OJ Robinson      Selectman Tamra Ham      Selectman Jayne Ludwig

Joel Bourassa-Woodstock-BOS

Gil Rand-Woodstock BOS

Scott Rice-Woodstock BOS



April 15, 2019  
Joint Lincoln-Woodstock  
Board of Selectmen's Meeting & Continuation  
Of Public Hearing on Sale of Town-Owned Land  
Please PRINT Legibly

Patricia J. Griffin  
(Print Name)

[Signature]  
(Sign Name)

Kurt O'Connor

[Signature]

Mike Donahue

Mike Donahue

Ryan Farbrother

[Signature]

Dave Tomaso

[Signature]

Roger Harrington

Roger Harrington

Debbie Celino

Debbie Celino

Jim Welsh

Jim Welsh

Kim Pickering

Kim Pickering

Steve N-

Steve N-

Delia Sullivan

[Signature]

Linda McIntyre

Linda McIntyre

Kelly Philbrook

Kelly Philbrook

Scott McIntyre

[Signature]

**April 15, 2019**  
**Joint Lincoln-Woodstock**  
**Board of Selectmen's Meeting & Continuation**  
**Of Public Hearing on Sale of Town-Owned Land**  
**Please PRINT Legibly**

\_\_\_\_\_  
**(Print Name)**

Clifton Dauphin

Mary Conn

Margie Gordill

Dean Gordill

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**(Sign Name)**

CLIFTON DAUPHINE

Mary Conn

Margie Gordill

Dean Gordill

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**LINCOLN-WOODSTOCK COOPERATIVE  
WASTE DISPOSAL AGREEMENT**

AGREEMENT made this 28 of October, 2013, between the Town of Lincoln and the Town of Woodstock, both New Hampshire municipal corporations with places of business in the County of Grafton, State of New Hampshire and whose mailing addresses are as follows: Office of the Selectmen, Town of Lincoln, P.O. Box 25, Lincoln, New Hampshire 03251 and Office of the Selectmen, Town of Woodstock, P.O. Box 156, North Woodstock, New Hampshire 03262.

**WHEREAS**, the costs of disposal of solid waste are an increasingly significant element in the municipal budget; and

**WHEREAS**, municipal cooperation intended to reduce costs and decrease demands upon scarce resources is in the best interests of the parties hereto; and

**WHEREAS**, the Towns of Woodstock and Lincoln entered an agreement in November 1981 initially specifying the Towns' responsibilities for construction, operation and maintenance of a refuse disposal facility, which was amended with a written agreement made on June 13, 1988, and is further amended, and updated by this agreement.

**NOW, THEREFORE**, in consideration of the mutual terms, considerations and agreements hereinafter set forth, the municipalities whose names are subscribed hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to cooperatively arrange for operation, ownership and maintenance of an intermunicipal solid waste facility and other refuse

disposal facilities for the Towns that are parties to this Agreement, pursuant to RSA 53-A. This Agreement supersedes any agreement between the Towns, including those referenced above.

2. **DURATION.** This Agreement shall take effect upon its execution and shall remain in effect until January 1, 2019 (the "initial term"). If this Agreement is not terminated during its initial term as set forth in Section 7, it shall be deemed to be extended for an additional term of 5 years so long as the conditions of operation of the waste disposal facilities governed by this Agreement have not significantly changed. Thereafter, this Agreement may be renewed by agreement of the parties. Upon expiration or at the end of any full term, capital improvements shall be vested in both Towns equally subject to the parties' obligations for closure and liability under Section 8. The real property (in other words, the land on which the facility is situated), shall remain with the Town of Lincoln and shall not be vested in the Town of Woodstock.

3. **ADMINISTRATION; DECISION MAKING.** Policy decisions under this Agreement shall be made by majority vote of the Board of Selectmen of the member towns voting on the issue. However, The Lincoln Town Manager shall be responsible for supervising the "day to day" administration of this Agreement in accordance with its terms and subject to such resolutions and directions as may be adopted by the parties. The Town of Lincoln Policies and Procedures manual shall be used by the Lincoln Town Manager in his supervisory capacity. The Lincoln Town Manager shall have full control over personnel decisions including, but not limited to, hiring, firing, promotions, demotions and discipline. The Town Manager shall make every effort to inform both boards prior to any significant personnel changes.

4. **FINANCES.** The Lincoln Town Manager, within general guidelines set by the parties, shall be responsible for control and expenditure of any funds contributed by the parties for the purposes of this Agreement.



All costs of operation and maintenance of the facility, with the exception of costs associated with bookkeeping, payroll, benefits administration, and other financial administrative services referenced above, shall be allocated between the Towns as follows:

Woodstock – 50%; Lincoln - 50%

As agreed to in 2004, Woodstock shall annually reimburse Lincoln 141.5 hours at current administrative pay rates for the costs associated with bookkeeping, payroll, etc.

5. **ACQUISITION OF PROPERTY.** Any real property or capital improvements acquired for the purposes of this Agreement shall be acquired by the parties and held in equal, undivided interests. Costs of capital improvements and real property shall be allocated equally between the parties.

6. **DISPOSITION OF PROPERTY.** Upon termination of this Agreement, for any cause, any unencumbered funds remaining shall be returned to the parties in the same proportion as the then existing contribution formula. Upon termination, all records shall be turned over to a successor administrative body. If no successor is created, records shall be turned over to the Town Clerk of the Town of <sup>Woodstock.</sup> ~~Lincoln.~~

Upon termination of this Agreement, capital assets which have been acquired for the purposes of this Agreement and which will not be retained by a party shall be liquidated and the proceeds shall be paid out equally to the parties. Capital improvements shall be held as provided in Section 2, except that if either party acquires any of these assets, the other party shall be paid such portion of the reasonable value thereof as is appropriate.

7. **WITHDRAWAL.** If either Town does not wish to extend beyond January 1, 2019, that Town shall give the other Town notice on or before January 1, 2018 of its intent to withdraw. In the event of withdrawal, the withdrawing Town shall continue to be responsible for the costs of closure and liability in accordance with Section 8 and may be required to provide

reasonable surety for the costs thereof. Furthermore, the withdrawing town shall be entitled to be reimbursed its reasonable share of the net value of any jointly purchased asset based upon that town's share of the acquisition costs of the asset.

8. **CLOSURE**. The parties recognize that a significant element of the costs of waste disposal under this Agreement will arise in the form of closure costs. Additionally, the parties recognize the potential liability which may exist as a result of operations conducted under this Agreement and that such liabilities may continue to exist even after termination of operations of the facility. The parties therefore agree that they shall remain responsible for said cost of closure and liability and that their respective shares of these costs and liabilities shall be in the same proportion as the appropriate contribution formula which exists at the time of termination of this Agreement.

9. **ADDITIONAL DUTIES AND FACILITIES**. The operations to be included within the purview of this Agreement shall extend to and include all manner of waste disposal as may be appropriate and as may be authorized by votes of the Towns that are parties hereto and as authorized by Federal or State authorities with jurisdiction. Specifically, the parties envision that it may be necessary to operate or provide for a disposal facility for ash. Waste disposal facilities under this Agreement may also include means to dispose of waste which will not be handled by the Solid Waste Facility.

Economics of scale may indicate that additional Towns ought to become parties to this Agreement. Other Towns which may wish to join in this Agreement and utilize all or a portion of the waste disposal facilities authorized by this agreement shall be permitted to do so upon such terms and conditions as may be agreeable to the parties to this Agreement. Any such additional Town shall, as a condition to being allowed to enter this Agreement, agree to reimburse the other Towns for a reasonable share of contribution costs previously paid by the

Towns. Any such joining Town shall also agree to be responsible for its reasonable share of closure costs and liability.

10. **REGULATIONS/FEEES.** The Selectmen of the Towns that are parties to this Agreement may jointly adopt regulations pertaining to operation of, and access to the waste disposal facility. These regulations shall include types of waste to be allowed, limitations on origin of the waste and such other regulations as may be necessary and appropriate.

Such regulations may further impose fees for the use of the facility as deemed appropriate. Such fees shall be retained to defray expenses of the operation and maintenance of the facility or may be appropriated by the Towns to trust funds, capital reserve or other purposes as they deem appropriate. Any receipts from these fees shall be included as revenues within the Annual Budget that is prepared under this Agreement.

11. **DISAGREEMENTS.** If any dispute arises between the parties hereto regarding construction, operation, maintenance, termination, or closure of the facilities subject to this Agreement and if the parties cannot mutually resolve the dispute, the matter may be submitted upon motion of any party first to mediation, and if mediation is unsuccessful, then to arbitration in accordance with RSA 542. If the dispute goes to arbitration, then the decision of the arbitrator shall be final and binding upon the parties so long as the arbitrator's decision is an interpretation of this Agreement and is not an enlargement or alteration of the terms of this Agreement.

12. **AMENDMENT.** This Agreement may be amended upon an affirmative vote of the majority of the Boards of Selectmen of the Towns which are then parties to this Agreement.

13. **CONDITIONS.** Prior to the effective date of this Agreement;

- A. It shall have been submitted to the office of the Attorney General for determination as to its proper form and compatibility with the laws of the State of New Hampshire; and

B. Copies shall be filed with the municipal clerk of each Town and with the Secretary of State.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized representatives on the date indicated:

Dated: 10-28-13


Dated: 10-28-13



**TOWN OF LINCOLN**

**TOWN OF WOODSTOCK**

By:

By:

  
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Its Board of Selectmen

  
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Its Board of Selectmen