

LINCOLN BOARD OF SELECTMEN'S

APPROVED

MEETING MINUTES

MONDAY, OCTOBER 23, 2023 – 5:30PM

LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH

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

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

**Staff Present:** Town Manager, Carina Park, Police Chief, Chad Morris and Executive Assistant, Jane Leslie

**Public Present via Zoom:** Mike Norris (Forest Ridge HOA), Paul Beaudin II, Al Poulin (Al later joined the meeting in-person)

**Public Present:** Debbie Celino, Jim Welsh, Kevin Barry (Forest Ridge HOA) and Wayne Baltzer

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### I. CALL TO ORDER

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

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

**MOTION: "To approve the BOS meeting minutes of October 10, 2023 as presented."**

**Motion: Tamra Ham                      Second: Jack Daly                      All in favor.**

**MOTION: "To approve the Non-Public BOS meeting minutes of October 10, 2023 as presented."**

**Motion: Tamra Ham                      Second: Jack Daly                      All in favor.**

**MOTION: "To approve the BOS meeting minutes of October 16, 2023 as presented."**

**Motion: Tamra Ham                      Second: Jack Daly                      All in favor.**

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### III. NEW POLICE STATION BID AWARD

The Board discussed the bids that were received for the construction of the new Police Department Building. OJ noted that they received \*four (4) bids and Bonnet, Page & Stone (BPS) came in at the lowest (\$5,999,999). Carina presented the Board with a bid tabulation form (see attached) and explained that after a brief discussion with Lavallee Brensinger Architects (LBA), it was agreed to recommend BPS to the Board of Selectmen.

\*Bonnet, Page & Stone, \$5,999,999; Harvey Construction, \$6,594,742, Turnstone Corp., \$6,155,000 & Ricci Construction, \$6,964,777.

The project budget is \$6,000,000. Carina and Chief Morris compiled a spreadsheet depicting five (5) options for what essential/add alternates that the \$6,000,000 budget could cover for the new Police Department, and other add alternates that are not an immediate need and can await a future date for implementation (spreadsheet also displays funding for the project and potential 2023 encumbrances) [see attached]. A discussion ensued on various add alternates (additional item(s) of work that are priced out by a consultant/subcontractor during the contract negotiation or bid process, but isn't yet part of the scope of work) as well as budgetary funding options.

Chief Morris joined the discussion and noted that the police department move is a substantial step towards the Departments communications goals and CIP improvements (simulcasting project). Chad added that the carport is his number one priority as far as add alternates is concerned. OJ agreed that this project should not go forward without the carport for a variety of reasons (winter plowing, expensive police cruisers etc.). A discussion ensued on sources for the additional funding (\$300,000).

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OJ proposed **Option 4** which covers the base bid (\$5,999,999) plus the carport (\$280,496.00) totaling **\$6,280,495.00**:

<b>Option 4:</b>	
Base Bid:	\$5,999,999
Alt 1- Security Fencing:	\$
Alt 2-Site Signage:	\$
Alt 3-Landscaping:	\$
Alt 4-Carport:	\$280,496.00
Alt 5-Generator:	<i>Included in the Base Bid</i>
	<b>\$6,280,495.00</b>
Engineering Architect:	\$344,000.00
Communications:	\$250,000.00
Security/Door Card:	\$200,000.00
Furnishings:	\$100,000.00
Contingency:	\$100,000.00
<b>TOTAL:</b>	<b>\$7,274,495.00</b>

**MOTION: “To accept the bid from Bonnett, Page & Stone, and to go with Option 4 to cover the base bid and the carport.”**

**Motion: Tamra Ham                      Second: Jack Daly                      All in favor.**

OJ clarified for the public that what the Board just voted on was for the Base Bid to BPS for \$5,999,999.00 and the addition of a carport for \$280,496.00 for a total of \$6,280,495.00. In the background of all of this, the Engineering/Architect costs will be in the range of \$344,000.00; Communications-\$250k, Security/Door Cards-\$200k, Furnishings-\$100k & Contingency-\$100k for a total of \$7,274,495.00. **\*Lincoln received a \$1M USDA – Community Facilities Grant.**

#### **IV. FOREST RIDGE ROAD BONDS**

Forest Ridge HOA member, Kevin Barry explained to the Board that there is currently a new builder up at The Pines at Forest Ridge (20-units completed with 4 unfinished) and they have been trying to figure out the status of the 4 unfinished units for the past year. The previous builder went bankrupt and the land subsequently went to auction and there is now a new builder. Kevin further explained that they have been trying to figure out what is left from the original bonds (the Town holds two (2) bonds (\$10k-On-site Road Construction & \$100k- Off-site Road Repair bonds) and next steps going forward. Kevin noted that the Forest Ridge HOA has spent a little over \$25k this past year finishing the work that the previous builder was obligated to complete (previous builder, Rick Elliott passed away in 2022) and they are now trying to understand what the next steps are with respect to the new builder on the existing road bond(s) and how the roads will be completed (2<sup>nd</sup> cover of pavement and driveways - est. cost \$40k). Kevin quoted from an email he received from Michael Shephard (one of the investors) stating: *“The roads are going to be the new owner’s obligation and he knows that and seems like a good guy. He’s an established builder from what he told me, and he got a good deal on the auction and will have no problem making money from completing this project and funding the paving, it won’t be an issue.”*

Carina commented that Town Counsel had been contacted to review the bonds and asked whose responsibility the bonds were at the current time, and it was the investor, New Jefferson Holdings (not Mt. Coolidge Construction) who will continue to be the responsible party until such time that it is transferred, or a new bond is established by the new Developer. Carina noted that the Town does not have a right to mandate the new Developer to take out a *new* bond as they have already been issued land use permits for the two remaining foundations; it is an approved subdivision with vested rights, and its substantial completion.

Carina also informed the Board that she too received an email from Michael Shephard requesting that the Board of Selectmen release both of the bonds. OJ read the following statement regarding the On-site bond: “*The reduced (\$10k) on-site bond will be terminated upon completion of the finished coat of paving at The Pines*”, which has not happened; therefore, the Board has no legal right to terminate this bond. OJ noted that the town will be contacting the previous owner and the new owner explaining that the bond *cannot* be released because it has not met the bond requirements necessary to facilitate their release (either the old owner has the responsibility of maintaining the bond, or the new owner can take it over). OJ also noted that the Off-site bond also states that “*the bond will terminate upon completion of The Pines.*”

Mike Norris (Forest Ridge HOA) thanked the Board for their time in this matter and agrees with the Selectmen that the bonds cannot be released until the work has been completed.

The Board discussed the expiration date on the bonds, and Carina explained that she discussed this with Town Counsel, and the bonds have Continuation Certificates which are designed to extend the life of the bond (term is for one-year, 10/01/22 – 10/01/23) and the bond is continued... “*the continuation shall be deemed part of the original bond and not a new obligation, and is subject to all of the covenants and conditions of the said bond.*” Carina will reach out to New Jefferson as well as the new Owner informing them that the Town of Lincoln does not feel that the bond obligations (both bonds) have currently been met, and request an update from them on the Continuation Certificate under New Jefferson, or a mutual agreement amongst these two parties to create a new bond under the new Developer.

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## V. PROPOSED SHORT-TERM RENTAL ORDINANCE

OJ explained that the Planning Board recently declined taking up the issue of amending the Short-Term Rental Ordinance as a collective Board, and noted that the Board of Selectmen have the right to put this onto the Town Warrant (amending the Short-Term Rental Ordinance). The Board discussed a proposed amendment to the town’s Short-Term Rental Ordinance (see attached). [Note: there will be two (2) public hearings for public input.]

**Under Section 3: Registration and Permit Required:** All Short-Term Rentals must register with the Town of Lincoln and must obtain a Short-Term Rental Permit per the “Regulations Relative to Permits for Short-Term Rentals” adopted July 13, 2020, and amended November 16, 2020 and October 4, 2021 and subject to future amendments.

**Section 3.4 Inspections** states: “In considering an application for a Short-Term Rental Permit and any renewal thereof, the Town may conduct an inspection to ensure that all regulations set forth in ~~Section 22-6~~ (needs to be corrected) are satisfied, including, but not limited to, the State Fire Code and the NFPA Life Safety Code, and to confirm the number of bedrooms and sleeping areas in the property.”

The Town Attorneys response to this is as follows: “3.4 Inspections of *only* STRs *could* present a challenge. RSA 48-A:8 states that: “an ordinance, code or bylaw adopted by the governing body of the municipality may authorize the public agency and its delegated officers to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, provided that such powers *shall not be used to impose any additional restrictions on dwellings used as a vacation rental or short-term rental.* Additionally, RSA 153:14, II(a) states that “The state fire marshal, the state fire marshal’s authorized officers, or fire chief upon complaint or whenever the state fire marshal, such authorized officers, or fire chief shall deem it necessary, may inspect all buildings, excluding single family dwellings and multi-unit dwellings containing 2 units, and premises within their jurisdiction, and, if consent for such inspection is denied or unobtainable, may obtain an administrative inspection warrant under

RSA 595-B.” RSA 153:1, however, defines single family dwelling as “any structure not defined in paragraph II which contains one dwelling unit which is designed to be occupied for living purposes, and which is used by one, 2 or more families exclusively as a home.

**5.8 Grandfathered Short-Term Rentals:** Any Short-Term Rental that is a lawful, pre-existing use and has been issued a Short-Term Rental Permit by the Town of Lincoln for the calendar year 2024 prior to March 15, 2024 will be allowed a grandfathered use of that unit for as long as it continues to be used as a Short-Term Rental. This allowed grandfathered use will be lost if the owner converts the use to a Long-Term Rental by renting to a tenant or tenants for a period of longer than 190-days.

The Board discussed presenting this revised amendment to the Land Use Planning Ordinance to the Planning Board for further input (and later placed on the 2024 Annual Town Meeting Warrant); the following motion was made:

**MOTION: “To send the revised amendments to the Short-Term Rental Ordinance to the Planning Board.”**

**Motion: Tamra Ham                      Second: Jack Daly                      All in favor.**

The Board agreed to let the Planning Board decide if they would like to put this on the ballot and then hold their required public hearings; if they do not, the Board of Selectmen will then hold the two (2) required public hearings.

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## **VI. TAX COLLECTOR APPOINTMENT**

*This appointment has been continued to the November 6<sup>th</sup> Selectboard meeting.*

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## **VII. TAX RATE SETTING**

The Board discussed the recently proposed tax rate (By DRA) for the Town of Lincoln:

<u>2022 Tax Rate</u>		<u>2023 Tax Rate</u>	
Town	\$5.55	Town	\$5.93
County	\$1.33	County	\$1.54
Local School	\$2.56	Local School	\$2.76
State Education	<u>\$1.11</u>	State Education	<u>\$1.45</u>
	<b>\$10.55</b>		<b>\$11.68</b>

OJ commented that due to the possible need of using the fund balance to offset costs for the new Police Station (and not to offset the tax rate), he was in favor of going with the proposed town portion at \$5.93. Tammy was not comfortable with raising the overall tax rate more than \$1.00 (\$1.13). OJ proposed that they set the tax rate at \$11.68 in line with the DRA calculation, and leave the fund balance at \$2,061,000.00 (14%). After an in-depth discussion about the tax rate/offsetting revenues and current town projects (South Peak water tank and new Police Dept.), the following motion was made:

**MOTION: “Setting the Town portion of the tax rate at \$5.93 for a total tax rate of \$11.68.”**

**Motion: OJ Robinson                      Second: Jack Daly                      Motion carries**

**Nay vote: Tamra Ham** (*Selectman Ham commented that she supported the Boards vote*)

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## **VIII. OLD/NEW BUSINESS**

### **Town Manager Report:**

### **Weston Sampson Agreement – Engineering Services for South Peak Water Tank:**

The Town received an agreement for the engineering services for the South Peak Water Tank (see attached) Overall, the expectation is that the total project including tank, access road, utility improvements, and overall system modifications (pumps, PRV's [pressure reducing valves] etc.) will have a construction cost of approximately \$4M. This cost will be refined throughout the construction process. The total presented cost of the attached design contract and the work including under the Planning Grant for the project represents about 6% of the anticipated construction cost. Total fees amount to \$203,490.00. The current earmarked funding for the project is as follows:

- ARPA (American Rescue Plan Act) - \$184,253.00
- NBRC (Northern Border Regional Commission) - \$500,000.00
- South Peak LLC (Mark Bogosian) - \$1,500,000.00 [**Totaling: \$2,184,253.00**]

**Water & Sewer Tap Fee Accounts (Impact Fees):**

The following is a summary of the Water, Sewer & Bedroom Fee Accounts as of September 30<sup>th</sup>, 2023:

**Water Tap Fees:**

Union Bank: \$323,126.59

NH PDIP: \$1,045,141.36

**TOTAL Water Tap Fees: \$1,379,429.76**

**Sewer Tap Fees:**

Union Bank: \$161,146.23

NH PDIP: \$992,586.48

**TOTAL: \$1,153,732.71**

**\*Due to Account: \$99,000**

**Audit adjustment: \$76,498.18**

**TOTAL Sewer Tap Fees: \$1,176,234.53**

**Bedroom Impact Fees: \$337,320.98**

**\*Due to Account: \$34,000**

**Total Bedroom Impact Fees: \$371,320.98**

**MOTION: “To sign the agreement for engineering services by and between the Town of Lincoln and Weston & Sampson Engineers, Inc. as presented for \$203,490.00.”**

**Motion: Tamra Ham                      Second: Jack Daly                      All in favor.**

OJ commented that the contract does *not* include the geotechnical investigation, the hydraulic analysis and infrastructure determination (should be covered by the \$50k Planning Grant that the Town received from DES). OJ noted that the engineers will need 11-months to do all of the engineering/bidding work, and the earliest that the construction can start will be around November 2025. Carina remarked that the goal is for end of summer 2024 to construct the road and utility work, and then in the spring/summer of 2025 to do the construction of the tank.

**Business Park Purchase & Sales Agreement-Addendum #1:**

Tom Trembly (Coldwell Banker Real Estate) submitted an addendum (see attached) on behalf of Kurt O’Connell (O’Connell Builders) and his proposal for one (1) of the Business Park lots (Lot 2 – Map 109 Lot 018). The Addendum outlines that the sale is contingent upon the Planning Board’s review and recommendation; the Public Hearings, and the attorney’s review of the rights of first refusal. Mr. Trembly has requested that the Town sign it as soon as possible as Mr. O’Connell would like to begin the financing process which requires a signed Purchase and Sales Agreement.

The Board discussed the rights of first refusal (the Board is waiting for Town Counsel's opinion). OJ commented that he feels that regardless of what Town Counsel says, they do not grant a recorded right of first refusal because this detracts from the value or incentive for a future buyer to come along and make an offer on a lot (disincentivizes future lot sales). The Board agreed to cross this provision off of the addendum, and agree to the rest.

**MOTION: "To accept the addendum as revised except for Section #3."**

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

**Riverfront Park – NHDES:**

NHDES has responded to the town's submittal of the supplemental site assessment report (see attached). DES has accepted the TBA report and concurs with Nobis' recommendations to prepare a remedial action plan (RMP) and Stormwater Management Plan (SMP). In addition, DES will require a groundwater management permit (GWP). DES does not have a program for funding remedial action plans (RAP), therefore, if the town wishes to pursue the project, DES recommends submitting an application for grant funding for the RAP as the next step. The SMP will be prepared during the final design development. The GWP application will occur after the RAP. The Board agreed to submit an application for the grant funding.

**NEW BUSINESS:**

**Email Received from Kristyn Brophy, Town Clerk:**

*Good morning! During the Town Clerk's conference, it was discussed that many towns have increased their dog license fees. With your approval, I would like to increase them to the following:*

1. *Altered:     \$7.50 (currently \$6.50)*
2. *Unaltered: \$10.00 (currently \$9.00)*
3. *Seniors:     \$2.00*

*It is a small increase, but will help negate the cost of postage which is rapidly rising. I would like to keep the seniors' cost at \$2.00 which it is currently. Please let me know your thoughts. Thank you, Kristyn Brophy, Town Clerk*

Carina commented that prior to a board vote, when changing fee schedules, the process requires a public hearing; and she also suggested that the board(s) review the Solid Waste Fee Schedule (both Lincoln & Woodstock BOS) and do this when the joint Boards meet to discuss the joint budgets (Solid Waste & Recreation).

**Email received from Debra Clark:**

*"I am not sure who to send this to, but I wanted to express my husband's and my appreciation and gratitude to the Lincoln Police Department for their tremendous support over the course of this camping season. We are hosts at Hancock Campground. The department was kind, prompt, and always professional in their support. You have a great department! Thanks for another great season!"*

**Inclusivity Resolution:**

The following is an email received from the Bethlehem Selectboard:

*"Chairman Robinson; I am a member of the Bethlehem selectboard and as you may have heard, we recently passed a resolution on inclusivity. Subsequently the Towns of Franconia and Sugar Hill have also passed it, and we're hopeful that the Town of Easton will pass it at the next meeting. It would be great if the Town of Lincoln would also consider adopting the resolution to show broad support for inclusivity in the North Country. I've included the resolution below in case you haven't seen it. Thanks for all you do, and for your consideration in this matter:"*

**RESOLUTION**

*Whereas, the Town of Lincoln welcomes all people regardless of age, gender, race, religion, sexual orientation, or any other variable that makes us who we are.*

*Whereas, the Town of Lincoln has a responsibility to all its residents to keep them safe from discrimination, harassment, or from those who want to marginalize others for being different than themselves through prejudice or bigotry.*

*Now, therefore, be it resolved by the Town of Lincoln Select Board that the Town of Lincoln will welcome all to our community and that our town services and amenities and properties are available to all who live here and to our visitors passing through, following guidelines and policies that apply equally to all persons.*

*We are committed to providing a secure, welcome, and safe environment. We are committed to modeling respectful dialogue.*

**MOTION: “To adopt the Inclusivity Resolution.”**

**Motion: Tamra Ham            Second: Jack Daly            All in favor.**

**Linwood School Girls Varsity Soccer Championships:**

Tammy noted that the Linwood Girls Varsity Soccer team have made it to the playoffs (the last time they won the state tournament was 2003), and the first playoff game they will be hosting will in the back field on Wednesday, October 25<sup>th</sup> at 3pm.

**OLD BUSINESS:**

**October 24<sup>th</sup> CIP Meeting:**

Tammy commented that there are projects in the CIP that are underfunded and she would like to discuss this with the CIP Committee, however, questioned if she should wait to have this discussion with the Planning Board during their Public Participation session when they meet. Jack suggested Tammy bring this up during the 10/24/23 CIP meeting to begin the dialogue about the underfunding.

**E. Spur Road Bench:**

Tammy commented how wonderful the bench and landscaping look that the Public Works Department recently installed on E. Spur Road. The Board thanked Director Hadaway and his crew (the bench will be taken in during the winter months).

**Public Participation:**

Paul Beaudin thanked Tammy for suggesting to use the unexpended fund balance to help reduce the tax burden on the local taxpayers.

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

*There was no non-public session.*

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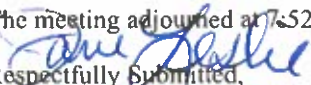
**IX. ADJOURNMENT**

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

**MOTION: “To adjourn.”**


**Motion: OJ Robinson            Second: Tamra Ham            Motion carries.**

The meeting adjourned at 7:52 p.m.

  
Respectfully Submitted,  
Jane Leslie

Approval Date: ~~November 6, 2023~~

  
Chairman O.J. Robinson

  
Tamra Ham

  
Jack Daly





**October 23, 2023**  
**Board of Selectmen's Meeting**  
**Please PRINT Legibly**

Debbie Celino

Debbie Celino

Jim Welsh

Jim Welsh

Kevin Barry  
WAYNE BALTZER

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**Town of Lincoln, NH - Police Department Project  
Construction Contract  
Bid Tabulation Form**

	Harvey Construction	Bonnette, Page & Stone Corp.	Turnstone Corp.	Ricci Construction	Design estimate
Division 01 - General requirements				\$ 1,367,971.00	\$ 440,425.00
General requirements	\$ 505,571.00	\$ 205,605.00	\$ 323,000.00	Div. 01	
Permit fee	\$ 6,595.00	\$ -	\$ -	Div. 01	
Bonding cost	\$ 45,137.00	\$ 38,200.00	\$ 55,000.00	Div. 01	
Insurance cost	\$ 82,105.00		\$ 60,500.00	Div. 01	
Overhead & profit	\$ 185,735.00	\$ 378,195.00	\$ 231,600.00	Div. 01	
Division 03 - Concrete	\$ 394,718.00	\$ 426,557.80	\$ 413,500.00	\$ 389,147.00	\$ 238,518.00
Division 04 - Masonry	\$ 164,838.00	\$ 106,574.00	\$ 70,700.00	\$ 136,700.00	\$ 73,440.00
Division 05 - Metals	\$ 63,920.00	\$ 58,732.00	\$ 41,600.00	\$ 61,800.00	\$ 59,000.00
Division 06 - Woods, plastics & composites	\$ 638,815.00	\$ 770,490.00	\$ 588,000.00	\$ 548,562.00	\$ 577,540.00
Division 07 - Thermal and moisture protection	\$ 469,258.00	\$ 321,829.50	\$ 514,800.00	\$ 420,301.00	\$ 440,725.00
Division 08 - Openings	\$ 406,906.00	\$ 374,792.90	\$ 390,000.00	\$ 307,363.00	\$ 215,375.00
Division 09 - Finishes	\$ 438,697.00	\$ 452,402.05	\$ 370,000.00	\$ 537,747.00	\$ 448,145.00
Division 10 - Specialties	\$ 159,261.00	\$ 145,215.00	\$ 158,400.00	\$ 144,429.00	\$ 45,200.00
Division 11 - Equipment	\$ 12,100.00	\$ 11,478.00	\$ -	\$ 11,550.00	\$ 6,400.00
Division 12 - Furnishings	\$ 137,060.00	\$ 5,220.00	\$ 125,600.00	\$ 135,790.00	\$ 90,000.00
Division 21 - Fire suppression	\$ 134,400.00	\$ 134,400.00	\$ 105,000.00	\$ 134,400.00	\$ 70,140.00
Division 22 - Plumbing	\$ 308,000.00	\$ 1,090,232.00	\$ -	\$ 308,000.00	\$ 140,280.00
Division 23 - HVAC	\$ 756,500.00	Div 22	\$ 1,195,000.00	\$ 885,000.00	\$ 800,568.00
Division 25 - Integrated automation	\$ 135,000.00	Div 22	\$ -	Div. 23	\$ -
Division 26 - Electrical	\$ 628,300.00	\$ 615,232.00	\$ 623,500.00	\$ 729,600.00	\$ 471,696.00
Division 27 - Communications	Div. 26	Div. 26	\$ -	Div. 26	\$ -
Division 28 - Electronic safety and security	Div. 26	Div. 26	\$ -	Div. 26	\$ -
Division 31 - Sitework	\$ 735,706.00	\$ 864,844.00	\$ 717,600.00	\$ 846,417.00	\$ 950,000.00
Division 32 - Site improvements	\$ 186,119.00	Div. 31	\$ 178,800.00	Div. 31	\$ -
Division 33 - Utilities	Div. 31	Div. 31	\$ -	Div. 31	\$ -
Contingency	Owner	Owner	Owner	Owner	\$ 75,000.00
Total	\$ 6,408,622.00	\$ 5,999,999.25	\$ 6,162,600.00	\$ 6,964,777.00	\$ 5,142,452.00
	\$ 6,594,742.00	\$ 5,999,999.00	\$ 6,155,000.00	\$ 6,964,777.00	\$ 5,142,453.00

**Town of Lincoln, NH - Police Department Project  
Construction Contract  
Bid Tabulation Form**

<b>Project Title:</b>	Lincoln Police Department		
<b>Project Location:</b>	Lincoln, New Hampshire	<b>Project No.:</b>	22-063-00
<b>Bid Opening Date:</b>	16-Oct-2023	<b>Owner:</b>	Town of Lincoln
<b>Bid Opening Time:</b>	2:00 PM	<b>Funding:</b>	
<b>Bid Opening Location:</b>	148 Main Street, Lincoln, NH 03251	<b>A/E Consultant:</b>	Lavallee Brensinger Architects
<b>Opened by:</b>	Carina Park		
<b>Recorded by:</b>			
<b>Reviewed by:</b>			

	Harvey Construction	Bonnette, Page & Stone Corp.	Turnstone Corp.	Engelberth Construction, Inc.	Ricci Construction
<b>Acknowledged All Addenda</b>	yes	yes	yes		yes
<b>Included Bid Security</b>					
<b>Signed Bid Form</b>	yes	yes	yes		yes
<b>Base Bid</b>	\$6,594,742	\$5,999,999	\$6,155,000		\$6,964,777
<b>Project schedule</b>	12 months	12 months	12 months		12 months
<b>Alternates</b>					
<b>Alternate No. 1: Security Fencing</b>	\$86,755	\$36,552	\$91,300		\$98,992
<b>Alternate No. 2: Site Signage</b>	\$42,583	\$47,804	\$58,200		\$54,540
<b>Alternate No. 3: Landscaping</b>	\$21,564	\$30,708	\$37,500		\$34,098
<b>Alternate No. 4: Carport</b>	\$241,944	\$280,496	\$331,000		\$247,396
<b>Alternate No. 5: Generator</b>	-\$97,769	-\$88,196	-\$101,000		-\$109,887
<b>Alternate No. 6: Architectural wood casework - Lump sum</b>	\$0	\$0	-\$21,000		-\$24,600
<b>Unit Prices</b>					
<b>Unit Price 1A - Slab moisture barrier system: \$ cost per square</b>	\$4	\$3.16	\$ 7.50		\$ 8.50
<b>Unit Price 1B - Blast-trac slab preparation: \$ cost per square feet</b>	\$4	\$2.07	\$ 0.50		\$ 4.20
<b>Unit 1C - Self-leving underlayment per 1/4: \$ cost per square feet =</b>	\$2	\$5.75	\$ 6.60		\$ 8.50
<b>Unit Price 2 - General conditions for potential long lead MEP equipment: \$ cost per month=</b>	\$35,000	\$17,178.00	\$ 27,500.00		\$ 48,700.00
<b>Unit Price 3 - General conditions for winter conditions: \$ cost per</b>	\$21,564	\$21,856.00	\$ 25,000.00		\$ 53,200.00
<b>Work delete from contract - net cost plus</b>	0.00%	5.00%	0.00%		4.50%

AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN THE  
TOWN OF LINCOLN, NEW HAMPSHIRE  
AND  
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Lincoln, New Hampshire, acting herein by and through its Town Manager, hereinafter called the OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 100 International Dive, Suite 152, Portsmouth, New Hampshire 03801, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services for the South Peak Water Storage Tank, hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Water Storage Tank Design

- 2.1.1 Conduct a kick-off meeting with the OWNER's staff. Identify project goals and client preferences with the OWNER.
- 2.1.2 Coordinate with the United States Forestry Services (USFS) regarding permission to construct a water storage tank within the White Mountain National Forest (WMNF). Coordinate with USFS staff and provide information necessary for completion of an environmental assessment under National Environmental Policy Act (NEPA) submission. Incorporate NEPA requirements into the overall tank design process and supply supplementary info to USFS during design review. Meet with USFS up to two times at their office in Campton, NH. This effort is budgeted at 165 hours.
- 2.1.3 Discuss and determine design standards for the project including tank size and final dimensions, proposed piping and valve changes, road access and fencing requirements, site restoration, water mixing systems, SCADA and controls, construction methods and schedule with tank vendors. A GridBee active mixing

system will be installed within the new tank to match the existing unit in the Pollard tank. An analysis of different mixing systems will not be performed.

2.1.4 Provide final design services of the water storage tank access drive. A conceptual layout of this feature was created in conjunction with the NEPA process and scope item 2.1.2. Final design of the access road and site grading/drainage includes the following primary tasks:

- Develop the preliminary layout and grading design for the access drive to the water storage tank location. The design will consider grading for vehicular access and stormwater conveyance and mitigation. Preliminary stormwater modeling will be performed to support the initial drainage design.
- Modify the access drive layout and grading design after receiving initial review comments. A modified design will be provided with a separate profile showing the impact of proposed cuts and fills. Proposed water, drainage and electric infrastructure will be added to the profile.
- Stormwater modeling will be finalized to support the final grading and drainage design for the project. It is assumed that no formal report will be required for permit submissions.
- A final grading and drainage design will be provided for the access drive after receiving final review comments. The plans will include construction details and an erosion and sedimentation control plan suitable for use in a SWPPP package.

2.1.5 Incorporate results of a geotechnical investigation into the contract documents and design of the tank. The geotechnical investigation (including field work, site borings, and preparation of boring logs and a geotechnical report for the site) will be conducted under separate contract with the town.

2.1.6 Incorporate results of a hydraulic analysis and infrastructure determination into the contract documents. This assessment and infrastructure determination will identify the number, approximate size, and location of infrastructure improvements required to incorporate the new tank into the overall water system. Anticipated results of this effort include an increase in pumping capacity to the Loon Village pressure zone, instituting a PRV from the Loon Village zone to the South Peak pressure zone, instituting two PRVs from the South Peak zone to the Main pressure zone, and potential elimination of the South Peak pump station. This effort will be conducted under separate contract with the town.

2.1.7 Prepare contract documents (plans and specifications) for public bidding for the construction of the proposed water storage tank, access drive to the tank, tank valve vault, required pump and PRV infrastructure improvements, and electrical and SCADA improvements to bring tank water level into existing SCADA system.

Contract documents to be in accordance with appropriate American Water Works Association (AWWA) and NHDES requirements.

- 2.1.8 Prepare and attend three (3) public meetings to assist the OWNER for presenting the project to the public such as Planning Board, conservation commission, public information meetings, etc.
- 2.1.9 Meet with the OWNER for two progress meetings during the Design Phase to coordinate the design of the entire project and obtain review comments.
- 2.1.10 Assist the OWNER with submission of the project for Design Review of the project by NHDES.
- 2.1.11 Prepare and submit a NHDES Wetlands Permit on behalf of the project. This permit is required for any disturbance of identified wetlands.
- 2.1.12 Assist the OWNER with administering funding received from the town through the Northern Border Regional Commission (NBRC). This effort includes preparation and submission of quarterly updates, assistance with payment requests, and responding to correspondence seeking information to ensure the OWNER's compliance with the funding requirements. This effort is anticipated to be 20 hours.
- 2.1.13 Prepare an opinion of probable construction cost at the completion of the 75% and 100% design. The ENGINEER does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by ENGINEER.
- 2.1.14 Conduct ENGINEER's in-house technical review of the project.
- 2.1.15 Provide two sets of the contract documents to the OWNER at the completion of the final design.

## 2.2 Water Storage Tank Bidding Assistance

- 2.2.1 Post project documents on a website online plan room for review and receipt by available construction contractors. Assist the OWNER with advertising the project in Construction Summary and in a local newspaper. The OWNER shall be responsible for advertising in a local newspaper and directly paying for all charges. Provide and issue 4 sets of contract documents to the town and successful construction contractor.
- 2.2.2 Issue additional information to bidders as required during the bidding period, which addresses bidders' questions through issuance of up to two addenda to the bid documents.
- 2.2.3 Attend and conduct a pre-bid meeting with interested bidders and the OWNER regarding the construction.

2.2.4 Attend the bid opening and assist the OWNER: (1) in securing and tabulating bids for the PROJECT; (2) in the review and analysis of the bid results; and (3) in recommending the award of the contract.

2.2.5 Prepare formal contract documents for execution by the OWNER and the successful bidder, hereinafter referred to as the construction CONTRACTOR.

### 2.3 Assumption & Exclusions

The following assumptions have been made to prepare the above scope of services. If these services are required for ultimate advancement and/or completion of the project additional compensation will be required.

- No environmental permitting (alteration of terrain, etc.) are anticipated as the project is not anticipated to exceed the Alteration of Terrain permit review threshold. Weston & Sampson will prepare additional scope and fee to perform additional permitting services if they are found to be required.
- Further environmental permitting or studies required by USFS as a result of the NEPA process are not included (such as surveys/investigations of the Long-eared bat or other endangered species).
- The proposal assumes the final storage tank site and access road layout will be the site/location/orientation identified during previous coordination with USFS.
- Tree clearing will be performed by the construction Contractor or by the OWNER prior to beginning of construction.
- The OWNER will perform all required communication with Loon Mountain Recreation Corporation required for the project.
- No comparison of active vs. passive tank mixing styles or equipment will be performed. The design will include installation of a GridBee active mixing system to match the unit installed within the Pollard tank.
- Geotechnical investigation of the site and an assessment of the hydraulics and infrastructure needed to incorporate the tank into the OWNER's water distribution system (as described within ARTICLE 2) will be performed under separate contract with the OWNER.
- Area required for stormwater mitigation is available within the limits of the parcel.
- The access road, utilities, and tank construction will be incorporated into one set of contract documents. The access road/utilities will not be bid separately from the tank construction.



### ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.
- 3.9 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the Drawings and Specifications.
- 3.10 Examine all studies, reports, sketches, Drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

- 3.11 Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and job-related meetings, substantial completion inspections and final payment inspections.
- 3.12 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance of the work of any Contractor(s).
- 3.13 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this AGREEMENT.

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting within ten (10) days of signing this AGREEMENT and concluding within nine (9) months for design and an additional two (2) months for bidding.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.
- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER within thirty (30) days of the invoice date, as charges accrue on a time charged plus expense basis. For this PROJECT, the rates of the ENGINEER are 2.3 times the cost of salaries of those personnel working on the PROJECT and 1.1 times other direct costs which include transportation, printing and reproduction of plans and reports, telephone charges, postage, computer time, sub-consultant charges such as specialty engineering, soils, surveying, testing of materials, and other identifiable expenses. Compensation shall be payable monthly, as earned, and is estimated at \$203,490, broken down as follows.

Water Storage Tank, Access Road, and Infrastructure Design	\$193,265
Public Bidding Assistance	\$10,225

ARTICLE 5A – CREDIT CARD PAYMENTS

- 5A.1 Credit cards shall not be allowed as a payment method.

## ARTICLE 6 - INSURANCE

### 6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance for bodily injury, death, and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

### 6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the amount of \$1,000,000 combined single limit per accident.

### 6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

### 6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of \$3,000,000 per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

### 6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New Hampshire.

6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New Hampshire.

### 6.6 Additional Insured

OWNER shall be named an additional insured for insurance coverage included in Articles 6.1, 6.2 and 6.3 only.

## ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any

and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6. ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

### 7.3 Hazardous Waste Indemnifications

7.3.1 The ENGINEER and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the PROJECT site. Accordingly, the OWNER hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, contribution or otherwise against the ENGINEER, its principals, employees, agents or consultants if such claim in any way arises from such services. The OWNER further agrees to defend, indemnify and hold the ENGINEER and its consultants and their principals, employees and agents harmless from and against any claims, demands, loss or damage (including reasonable attorneys' fees) sustained by any person or entity arising from such services or circumstances. The ENGINEER shall not be liable for any damages or injuries, of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the PROJECT site or exposure of any parties to the COVID-19 virus.

7.3.2 The OWNER hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials, including materials or persons with viral contamination, may exist at the PROJECT site, it has so informed the ENGINEER. The OWNER also warrants that it has done its best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.

7.3.3 If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall take all steps immediately available which are, in its judgment, prudent and necessary to mitigate the existing threat. The

OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.

- 7.3.4 The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience with personnel under the direction of a trained professional who functions in accordance with the prevailing standard of care may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and technical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site and OWNER accepts that risk. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which the ENGINEER will perform on the OWNER'S behalf, the OWNER waives any claim against the ENGINEER and agrees to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. The OWNER further agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.

- 7.3.5 The ENGINEER will hold soil samples collected during the subsurface investigation for three [3] months at its office after the submission of Geotechnical Engineering Report to the OWNER. After the three-month period, the ENGINEER will dispose of the soil samples unless requested otherwise by the OWNER in writing. At the OWNER'S request, ENGINEER will either [1] deliver the samples to the OWNER for the OWNER'S use or [2] continue to store the samples for an agreed upon duration.

## ARTICLE 8 - EXTENSION OF SERVICES

### 8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be

incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

#### 8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

#### 8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid to the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

#### 8.4 Hazardous Materials Encountered

If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall inform the Local and State Emergency Personnel of the release. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy. Such services shall be incorporated into written amendments to this AGREEMENT or into a new written AGREEMENT.

### ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse or adaptation by the OWNER without written verification by the ENGINEER shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any verification or adaptation performed by the ENGINEER shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

## ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER shall be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, and for the services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER shall be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, for the services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services directly attributable to termination, which shall include an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

## ARTICLE 11 - GENERAL PROVISIONS

### 11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

### 11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

### 11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

### 11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

### 11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty, including costs arising from the COVID-19 pandemic. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

### 11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.



#### 11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

#### 11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to act occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

#### 11.9 Opinions of Probable Construction Cost

The ENGINEER makes opinions of probable costs using its best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or the Contractor's methods of determining prices, or competitive bidding or market conditions or when the Project will be constructed. ENGINEER cannot and does not guarantee that Contractor's bids or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER desires greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

#### 11.10 Changed Conditions

If concealed or unknown conditions that affect the performances of the services are encountered, that are not ordinarily found to exist or that differ materially from those generally recognized as inherent in the services of the character provided for under this AGREEMENT or which could not have reasonably been anticipated, notice by the observing party shall be promptly given to the other party and, if possible before the conditions are disturbed. If the ENGINEER makes the claim, ENGINEER's schedule and compensation shall be equitably adjusted to reflect additions that result from such changed conditions.

#### 11.11 Force Majeure

If delays or failures of performance of the ENGINEER are caused by occurrences beyond the reasonable control of the ENGINEER, the ENGINEER shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of

workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by the ENGINEER, or any other causes which are beyond the reasonable control of the ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

#### ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

#### ARTICLE 13 – CONTROLLING LAW

This Agreement is to be governed by the law of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:

TOWN OF LINCOLN, NEW HAMPSHRE    WESTON & SAMPSON ENGINEERS, INC.

By Its Town Manager

By: Jeffrey W. McClure, P.E.



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Carina Park

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10/11/2023

DATE

\_\_\_\_\_  
DATE

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PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 22 of this Agreement.

1. THIS AGREEMENT made this 5th day of October, 2023 between
Town of Lincoln

(SELLER) of PO Box 39
City/Town Lincoln, State NH, Zip 03251
and Kurt O'Connell

(BUYER) of 6 East Side Rd
City/Town Woodstock, State NH, Zip 03262

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
of Lincoln, NH 03251 located at Lot 2 Arthur Salem Way, Town of Lincoln Tax Map 109, Lot 18

County Grafton, Book N/A, Page N/A, Date N/A (PROPERTY).

3. The SELLING PRICE is sixty-eight thousand two hundred Dollars \$68,200
A DEPOSIT in the form of personal check is to be held in an escrow account by
Coldwell Banker Lifestyles (ESCROW AGENT). BUYER has delivered, or will deliver to the ESCROW
AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$1,000
BUYER agrees that an additional deposit of earnest money in the amount of \$4,000 will be delivered on or before
Within 10 days of the Effective Date. If BUYER fails to deliver the initial or additional deposit in compliance with the above
terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's
or trust account check, in the amount of \$63,200.

4. DEED: Marketable title shall be conveyed by a Warranty deed, and shall be free
and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before 12/15/2023 at The office of the Buyer's attorney
or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of
all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the
same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be
delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: N/A

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within
8 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:

Thomas Tremblay of Coldwell Banker Lifestyles

is a seller agent buyer agent facilitator disclosed dual agent\*

N/A of

is a seller agent buyer agent facilitator disclosed dual agent\*

\*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual
Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a
designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and
other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned,
on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER;
or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds
\$N/A.

SELLER(S) INITIALS / BUYER(S) INITIALS

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9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any.

11. PROPERTY INCLUDED: All Fixtures LAND ONLY

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [ ] YES [X] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE: [ ] [Signature]

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include: a. General Building, b. Sewage Disposal, c. Water Quality, d. Radon Air Quality, e. Radon Water Quality, f. Lead Paint, g. Pests, h. Hazardous Waste, i., j.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS [ ] / [ ] BUYER(S) INITIALS [Signature] / [ ]

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- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

**BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING**

HERE:

**15. DUE DILIGENCE:** This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. Condominium documentation per N.H. RSA 356-B:58	<input type="checkbox"/>	<input type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	<input type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 15 days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

**16. LIQUIDATED DAMAGES:** If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

**17. PRIOR STATEMENTS:** Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

**18. FINANCING:** This Agreement ( is) ( is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT \$150,000      TERM/YEARS 20      RATE CURRENT      MORTGAGE TYPE FIXED OR ADJUSTABLE

Buyer is seeking a construction loan to apply to the land purchase and construction of a building on the land

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

SELLER(S) INITIALS / BUYER(S) INITIALS /

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The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within 15 \_\_\_\_\_ calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by 12/01/2023 ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

**WIRE FRAUD ALERT.** Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller \_\_\_\_\_ Buyer \_\_\_\_\_

SELLER(S) INITIALS \_\_\_\_\_ BUYER(S) INITIALS \_\_\_\_\_



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19. ADDITIONAL PROVISIONS:

See Addendum #1, attached hereto.

Empty rectangular box for additional provisions.

20. ADDENDA ATTACHED: [X] Yes [ ] No

21. CHOICE OF LAW AND VENUE: The Parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

22. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

Signature box for Buyer: Kurt O'Connell. Includes doLoop verified timestamp: 10/12/23 12:58 PM EDT.

BUYER DATE/TIME

Empty signature box for Buyer.

BUYER DATE/TIME

6 East Side Rd
MAILING ADDRESS

MAILING ADDRESS

Woodstock, NH 03262
CITY STATE ZIP

CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

Empty signature box for Seller.

SELLER DATE/TIME

Empty signature box for Seller.

SELLER DATE/TIME

PO Box 39
MAILING ADDRESS

MAILING ADDRESS

Lincoln, NH 03251
CITY STATE ZIP

CITY STATE ZIP



# ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This 1st Addendum to the Purchase and Sales Agreement with an effective date of 10/06/2023 between Town of Lincoln ("SELLER"), and Kurt O'Connell ("BUYER"), for the property located at 4 Arthur Salem Drive, Lincoln, NH 03251 A/K/A Lot #2 hereby agree to the following:

1. This offer is subject to the Seller verifying the four corner pins of the subject lot.
2. Buyer to pay the full NH Real Estate Transfer Tax and the cost of Deed Preparation
3. The Town of Lincoln agrees to grant Buyer a recorded right of first refusal for Lot #4, Tax Map 109, Lot 19, subject to the approval of the Town's attorney.
4. The Buyer's offered Purchase Price includes a 6% commission payable to Coldwell Banker Lifestyles at the time of the Transfer of Title.
5. Offer is subject to an appraisal conducted by, and at the expense of, the Town of Lincoln with results satisfactory to the Town. If the price is acceptable to the Town and the Buyer is duly notified, this contingency shall be satisfied. If the appraisal is not acceptable to the town, meaning the appraisal is in excess of the price offered in the Agreement, the Buyer will have the right of first refusal to accept the appraised value or terminate this Agreement and receive a full refund of any deposited funds.
6. Offer is subject to the satisfactory review and comment period by the Planning Board on or before October 25, 2023, said review and comment to be acceptable to both Parties. The offer is further subject to satisfactory review and comment period at Public Hearings scheduled for November 6th and November 20th in the presence of the Select Board with said review and comment acceptable to both Parties. If there is any objection raised at the aforementioned review and comment periods that result of in a change to this Agreement that is not acceptable to the Buyer, the Buyer reserves the right to terminate this Agreement and receive a full refund of any deposited funds.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

*Kurt O'Connell*  
BUYER \_\_\_\_\_ DATE / TIME

BUYER \_\_\_\_\_ DATE / TIME

SELLER \_\_\_\_\_ DATE / TIME

SELLER \_\_\_\_\_ DATE / TIME





## Town of Lincoln

148 Main Street - P.O. Box 25  
Lincoln, New Hampshire 03251

Phone: (603)745-2757 - Fax: (603)745-6743 - Email: [TownHall@LincolnNH.org](mailto:TownHall@LincolnNH.org)



# Town of Lincoln Winter Parking Ban

A winter parking ban is now in effect for **ALL** town roads in Lincoln. There shall be **NO** parking between the hours of **11:00 pm** and **6:00 am** from **November 1<sup>st</sup>** through **April 15<sup>th</sup>**. Vehicles will be towed at the owner's expense. This ban is in place to maintain the safety of our roads throughout the winter season. Your cooperation is greatly appreciated.

**This Parking Ban is Strictly Enforced!**



Department of Public Works

Lincoln Police Department

