



Town of Hopkinton

2024 Town Meeting

Voter Information

Thursday, March 21, 2024 – 6:00p.m.

www.hopkinton-nh.gov

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Hopkinton Webster Proposed Refuse
Disposal Agreement (Red-lined version)

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Hopkinton Select Board:

Sabrina Dunlap, Chair

Ken Traum, Vice Chair

Steven Whitley

Thomas Lipoma

Jeffrey Donohoe

Hopkinton Budget Committee:

Jonathan Cohen, Chair

Christa Scura, Vice Chair

Deborah Norris

Mark Zankel

Richard Houston

Steven Reddy

Victoria Bram, For the Hopkinton Village Precinct

Norman Goupil, For the School Board

Donald Houston, For the Contoocook Village Precinct

Ken Traum, For the Select Board

Town of Hopkinton Management Staff:

Neal Cass, Town Administrator

Kelly Henley, Finance Director

Thomas J. Hennessey, Police Chief

Jeff Yale, Fire Chief

Dan Blanchette, Director of Public Works

Karen Robertson, Planning Director

Alicia Presti, Human Services Coordinator

Rose Jansen, Library Director

Paula Simpkins, Recreation Director

Anna Wells, Economic Development Director

Town of Hopkinton New Hampshire Warrant 2024

The inhabitants of the TOWN OF HOPKINTON in the county of Merrimack in the state of New Hampshire qualified to vote in town affairs are hereby notified and warned that the Annual Town Meeting will be held as follows:

OFFICIAL BALLOT VOTING DAY: You are hereby notified to meet at the Hopkinton Middle/High School Gymnasium, 297 Park Avenue, Contoocook, on Tuesday, March 12, 2024, beginning at 7:00 a.m. to act on Articles 1 and 2, the election of officers and zoning amendments. **The polls will be open from 7:00 a.m. to 7:00 p.m.**

BUSINESS SESSION: You are hereby notified to meet at the Hopkinton Middle/High School Gymnasium, 297 Park Avenue, Contoocook, on Thursday, March 21, 2024, at 6:00 p.m. to act upon Articles 3 through 15.

Article 1: Election of Officers

To choose all necessary town officers by ballot and majority vote for the ensuing year as enumerated:

1 Select Board Member	3 Year Term
1 Moderator	2 Year Term
1 Town Clerk/Tax Collector	1 Year Term
1 Supervisor of the Checklist	6 Year Term
2 Budget Committee Members	3 Year Term
1 Library Trustee	1 Year Term
2 Library Trustees	3 Year Term
1 Cemetery Trustee	3 Year Term
1 Trustee of Trust Funds	3 Year Term

Article 2: Zoning Amendments

To see what action the town will take with respect to the following proposed amendments to the Hopkinton Zoning Ordinance by ballot vote upon the following questions:

1. *Are you in favor of the adoption of **Amendment No. 1** as proposed by the Planning Board for the Town Zoning Ordinance as follows:*

Amend Zoning Ordinance Section II, Definitions, by omitting the last sentence in the definition of "Lot Line, Front." This change ensures that corner lots facing multiple streets will have those lot lines designated as front lot lines, requiring compliance with the front yard setback. Simultaneously, within Section II, substitute the current Setback Graphic with a new illustration that provides clarity on front, side, and rear yard setbacks. This amendment addresses a conflict between the definition and the Setback Graphic within the Zoning Ordinance.

Yes No

2. Are you in favor of the adoption of **Amendment No. 2** as proposed by the Planning Board for the Town Zoning Ordinance as follows:

Amend Zoning Ordinance Section V, specifically 5.2.1, Use of a Nonconforming Lot. Add the original month and year (March 1964) of the enactment of zoning in this section. Remove the inquiry about whether the owner(s) of a nonconforming lot own additional contiguous land, as well as the requirement for owners with contiguous land to merge the lots in order for a nonconforming lot to be built upon. This amendment is intended to further align with NH RSA 674:39-a, Restoration of Involuntarily Merged Lots.

Yes No

3. Are you in favor of the adoption of **Amendment No. 3** as proposed by the Planning Board for the Town Zoning Ordinance as follows:

Amend Zoning Ordinance Section XV, Zoning Board of Adjustment, so that it aligns with the powers and duties specifically granted under NH RSA 674:33. The purpose of the amendments is to provide clarity in understanding the Board's powers, membership, rules, application criteria and filing period. Also addressed is the timing for hearing notices, meeting minutes, action on applications, requests for rehearings, and reapplications. The amendments also introduce provisions for conditions of approval, incorporate requirements for additional findings in alignment with the Floodplain Development Ordinance, include stipulations related to authorization, and recognize appeals of decisions made by the Planning Board.

Yes No

4. Are you in favor of the adoption of **Amendment No. 4** as proposed by the Planning Board for the Town Zoning Ordinance as follows:

Amend Zoning Ordinance Section XVII, Floodplain Development Ordinance, as necessary to align with the requirements of the National Flood Insurance Program. The identified amendments were a result of a review conducted by the NH Office of Planning and Development. The amendments include where reference is made to specific dates, the North American Vertical Datum, the special flood hazard areas, base flood elevation, NH RSA 482-A:3, Wetlands Bureau, requirements for hydrologic and hydraulic analyses, the building inspector's utilization of floodway data, regulations concerning recreation vehicles, and guidelines for maintaining and reporting variances. As a result, language within Section XVII will be rephrased, added, or omitted as necessary.

Yes No

Article 3: Adoption of Official Ballot Referendum Form of Meeting

Shall we adopt the provisions of RSA 40:13 (known as SB 2) to allow official ballot voting on all issues before the Town of Hopkinton on the second Tuesday of March? *(By Petition).*

(3/5 Ballot vote required).

(The Select Board does not recommend this article (4-0)).

Article 4: Operating Budget

To see if the Town will vote to raise and appropriate the Budget Committee recommended sum of \$9,746,744 for general municipal operations. This article does not include appropriations contained in special or individual articles addressed separately.

(Majority vote required).

(The Select Board recommends this article (4-0)).

(The Budget Committee recommends this article (9-0)).

Estimated Tax Impact per \$1,000 of assessed valuation: \$7.144.

Article 5: Appropriation to Capital Reserve Funds

To see if the Town will vote to raise and appropriate the sum of \$1,031,000 to be added to previously established Capital Reserve Funds as follows:

Police/Fire Radio Replacement	\$ 3,000
Road/Bridge Rehabilitation	100,000
New & Replacement Equip. & Vehicles for Public Works & Highway Dept.	260,000
Police Vehicle Replacement	15,000
Replacement & Equipping of Ambulance	50,000
Fire Department Vehicle and Equipment Acquisitions	325,000
Transfer Station Equipment & Facilities	95,000
Revaluation	43,000
Library Building Systems	35,000
Recreation Facilities	50,000
Sewer Equipment/Sludge Removal	55,000
TOTAL	\$1,031,000

(Majority vote required).

(The Select Board recommends this article (4-0)).

(The Budget Committee recommends this article (9-0)).

Estimated Tax Impact per \$1,000 of assessed valuation: \$1.292.

Article 6: Appropriation to Expendable Trust Funds

To see if the Town will vote to raise and appropriate the sum of \$102,000 to be added to previously established Expendable Trust Funds as follows:

Library Buildings & Grounds	\$ 6,500
Town Facilities	90,000
Recreation Facilities	5,500
TOTAL	\$ 102,000

(Majority vote required).

(The Select Board recommends this article (4-0)).

(The Budget Committee recommends this article 9-0)).

Estimated Tax Impact per \$1,000 of assessed valuation: \$0.128.

Article 7: Authorization to Expend from Pay-by-Bag Special Revenue Fund

To see if the Town will vote to raise and appropriate the sum of \$45,000 for the purpose of offsetting the cost of collection and disposal of residential solid waste and such other direct costs as budgeted annually, with said funds to come from the Pay-by-Bag Special Revenue Fund. No funds to be raised by taxation.

(Majority vote required).

(The Select Board recommends this article (4-0)).

(The Budget Committee recommends this article 9-0)).

No Tax Impact.

Article 8: Authorization to Expend from Senior Center Rental Special Revenue Fund

To see if the Town will vote to raise and appropriate the sum of \$2,200 for the purpose of offsetting operational and maintenance costs of the Slusser Center with said funds to come from the Slusser Senior Center Rental Special Revenue Fund. No funds to be raised by taxation.

(The Select Board recommends this article (4-0)).

(The Budget Committee recommends this article (9-0)).

No Tax Impact.

Article 9: Adoption of Hopkinton Community Power Plan

To see if the Town will vote to adopt the Hopkinton Community Power plan as developed by the Hopkinton Community Power Committee pursuant to RSA 53-E. Adoption of the plan authorizes the Select Board to implement the plan, and to take all action in furtherance thereof, pursuant to RSA 53-E. The plan will be self-funding, with no amount to be raised from taxation. Each ratepayer will be able to choose from rate tiers with varying percentages of renewable energy and rates, or they may opt-out of the plan at any time, if desired.

(Majority vote required).

(The Select Board recommends this article (4-0)).

Article 10: Amendment to the Hopkinton-Webster Refuse Disposal Agreement

To see if the Town will vote to authorize amendments to the Hopkinton Webster Refuse Disposal Agreement and which if authorized by both towns will supersede all previous agreements. The full text of the proposed amendments is available for review on the town website, at the Town Hall, and in the Annual Town Report. The amended agreement will take effect after authorization by both towns.

(Majority vote required).

(The Select Board recommends this article (4-0)).

Requires both Hopkinton and Webster to adopt to become effective.

Article 11: Modification of Elderly Exemption

Shall the Town modify the previously adopted provisions of RSA 72:39-a for elderly exemption from property tax in the Town of Hopkinton, based on assessed value, for qualified taxpayers, to be as follows: for a person 65-74 years of age, \$240,000; for a person 75-79 years of age, \$295,000; for a person 80 years of age or older \$340,000. To qualify, the person must have been a New Hampshire resident for at least 3 consecutive years, own the real estate individually or jointly, or if the real estate is owned by such person's spouse, they must have been married to each other for at least 5 consecutive years. In addition, the taxpayer must have a net income of not more than \$50,000 or, if married, a combined net income of not more than \$60,000; and own net assets not in excess of \$150,000 excluding the value of the person's residence.

(Majority Vote Required).

(The Select Board recommends this article (4-0)).

Article 12: Modification of Disabled Exemption

Shall the Town modify the previously adopted provisions of RSA 72:37-b, Exemption for the Disabled from property tax, based on assessed value for qualified taxpayers to be \$200,000. To qualify the person must be eligible under Title II or Title XVI of the federal Social Security Act for benefits to the disabled, have been a New Hampshire resident for at least 5 years, and own the real estate individually or jointly, or if the real estate is owned by such person's spouse, they must have been married for at least 5 consecutive years. The exemption may apply only to property that is occupied as the principal place of abode of the disabled person. In addition, the taxpayer must have a net income of not more than \$50,000 or if married, a combined net income of not more than \$60,000, and own net assets not in excess of \$150,000 excluding the value of the person's residence.

(Majority Vote Required).

(The Select Board recommends this article (4-0)).

Article 13: Transfer Station Fees

To see if the Town will set Transfer Station fees to a rate not to exceed cost plus 10% where cost is defined as disposal plus transportation.

(By Petition).

(Majority vote required).

(The Select Board does not recommend this article (4-0)).

Article 14: Hand Count Ballots

“Shall the following provision pertaining to elections be adopted? All voting shall be by paper ballot and all ballots shall be hand counted only, rather than by use of optical scanning or any other types of programmable electronic counting devices.” This shall constitute a return to hand counting ballots and the immediate discontinuance of all electronic voting machines and electronic devices authorized for use by trial in RSA 656:40. Shall this article be passed; it shall be enacted by the Town of Hopkinton immediately.

(By Petition).

(Majority vote required).

(The Select Board does not recommend this article (4-0)).

Article 15: Other Legal Business

To transact any other business that may legally come before said meeting.

Given under our hands and seal this 12th day of February 2024,

We certify and attest that on or before February 26, 2024, a true and attested copy of this Warrant was posted at the place of meeting and at the Town Hall, made available on the town website, and the original was delivered to the Town Clerk/Tax Collector.



Sabrina Dunlap, Chair



Ken Traum, Vice Chair



Steven Whitley



Thomas Lipoma

Jeffrey S. Donohoe

Select Board, Hopkinton, New Hampshire

Attest:



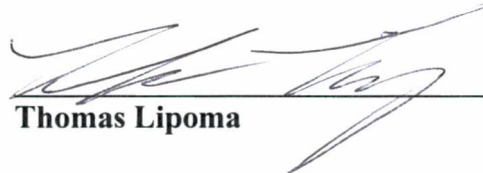
Sabrina Dunlap, Chair



Ken Traum, Vice Chair



Steven Whitley



Thomas Lipoma

Jeffrey S. Donohoe

Select Board, Hopkinton, New Hampshire

**Select Board/Budget Committee Proposal
All Articles - Summary**

<u>Item</u>	<u>2023</u>	<u>2024</u>	<u>\$ Change</u>	<u>% Change</u>
Operating Budget	9,177,987	9,746,744	568,757	6.20%
CRF/Maintenance Trusts	861,500	1,133,000	271,500	31.51%
Road Bond	2,000,000	-	(2,000,000)	-100.00%
Other Impacts	282,574	286,700	4,126	1.46%
Total	12,322,061	11,166,444	(1,155,617)	-9.38%
Revenue	3,982,150	4,043,113	60,963	1.53%
Bond Revenue	2,000,000	-	(2,000,000)	100.00%
Fund Balance Use	360,000	350,000	(10,000)	100.00%
TO BE RAISED BY TAXES	5,979,911	6,773,331	793,420	13.27%
Estimated Tax Rate	\$ 7.53	\$ 8.49	\$ 0.96	12.70%

Proposed Budget for 2024

<i>Account</i>	Approved Budget 2023	Actual Expense 2023	Budget Committee & Select Board Proposed Budget 2024	\$ Change 2023 vs 2024 Budget	% Change 2023 vs 2024 Budget
Executive	\$257,014	\$260,788	\$296,145	\$39,131	15.23%
Executive-Grants	\$0	\$111,602	\$0	-	0.00%
IT Services	42,000	44,364	42,000	-	0.00%
Town Clerk/Tax Collector	213,530	175,886	190,391	(23,139)	-10.84%
Election Administration	8,079	5,870	23,738	15,659	193.82%
Financial Administration	140,263	138,638	142,240	1,977	1.41%
Assessing	82,770	75,471	82,320	(450)	-0.54%
Legal	20,000	18,380	20,000	-	0.00%
Personnel Administration	996,874	934,591	1,221,715	224,841	22.55%
Planning and Zoning	157,716	156,122	170,164	12,448	7.89%
Government Buildings	149,270	152,254	145,580	(3,690)	-2.47%
Cemeteries	24,847	19,570	24,847	-	0.00%
Property/Liability Insurance	96,902	97,781	105,443	8,541	8.81%
Regional Planning	-	-	7,490	7,490	100.00%
Police	974,052	958,938	955,575	(18,477)	-1.90%
Ambulance	807,992	847,600	902,809	94,817	11.73%
Fire	323,530	287,864	311,134	(12,396)	-3.83%
Emergency Management	1,000	2,775	13,500	12,500	1250.00%
DPW Administration	1,017,511	984,199	1,079,249	61,738	6.07%
Highway & Streets	1,101,500	1,011,515	1,108,000	6,500	0.59%
Street Lighting	2,520	2,859	2,880	360	14.29%
Transfer Station	761,293	751,147	799,828	38,535	5.06%
Solid Waste-Landfill	200,500	195,961	117,000	(83,500)	-41.65%
Solid Waste-Community Well	24,235	12,462	20,026	(4,209)	-17.37%
Animal Control	6,459	6,459	6,459	-	0.00%
Community Health	5,900	5,900	6,000	100	1.69%
Human Services Administration	48,384	47,586	48,533	149	0.31%
Welfare Vendors	60,000	38,556	50,000	(10,000)	-16.67%
Recreation	129,034	117,874	126,371	(2,663)	-2.06%
Buildings & Grounds	59,300	58,719	60,800	1,500	2.53%
Library	372,640	354,934	359,233	(13,407)	-3.60%
Patriotic Purposes	3,000	3,000	3,000	-	0.00%
Conservation Commission	1	-	1	-	0.00%
Economic Development	52,583	49,869	53,294	711	1.35%
Principal on Bonds/Notes	620,057	598,866	758,525	138,468	22.33%
Interest on Bonds/Notes	172,945	170,163	247,339	74,394	43.02%
TAN	1	-	1	-	0.00%
OPERATING BUDGET TOTAL	\$8,933,702	\$8,698,563	\$9,501,630	\$567,928	6.36%
Sewer Disposal	\$244,285	\$262,329	\$245,114	\$829	0.34%
TOTAL	\$9,177,987	\$8,960,892	\$9,746,744	\$568,757	6.20%

Proposed Budget for 2024

Town of Hopkinton, Town Presentation			Budget Committee & Select Board Proposed Budget 2024	\$ Change 2023 vs 2024 Budget	% Change 2023 vs 2024 Budget
<i>Account</i>	Approved Budget 2023	Actual Expense 2023			
Individual Warrant Articles					
Road Bond - 2023	\$2,000,000		\$0	(\$2,000,000)	100.00%
Subtotal	\$2,000,000		\$0	(\$2,000,000)	-100.00%
Existing Capital Reserve Funds					
Ambulance	\$80,000	\$80,000	\$50,000	(\$30,000)	-37.50%
Replacement Fire Vehicles	200,000	200,000	325,000	125,000	62.50%
Highway Replacement Vehicles	220,000	220,000	260,000	40,000	18.18%
Transfer Station	75,000	75,000	95,000	20,000	26.67%
Police Cruisers & Accessory Equipment	30,000	30,000	15,000	(15,000)	-50.00%
Police/Fire Radio Equipment	10,000	10,000	3,000	(7,000)	-70.00%
Library Replacement Building Systems	41,000	41,000	35,000	(6,000)	-14.63%
Sludge Removal/Sewer Equipment	35,000	35,000	55,000	20,000	0.00%
Recreation Facilities	50,000	50,000	50,000	-	0.00%
Road & Bridge CRF	-	-	100,000	100,000	100.00%
Revaluation	15,000	15,000	43,000	28,000	186.67%
Subtotal	\$756,000	\$756,000	\$1,031,000	\$275,000	36.38%
Expendable Trust Funds					
Library Building and Grounds	-	-	6,500	6,500	100.00%
Town Facilities	90,000	90,000	90,000	-	0.00%
Recreation Facilities Maintenance	5,500	5,500	5,500	-	0.00%
Payroll Liability	10,000	10,000	-	(10,000)	-100.00%
Subtotal	\$105,500	\$105,500	\$102,000	(\$3,500)	-3.32%
Total Town Expenses	\$12,039,487	\$9,822,392	\$10,879,744	-\$1,159,743	-9.63%

TOTAL TOWN BUDGET SUMMARY					
Operating Budget	\$9,177,987		\$9,746,744	\$568,757	6.20%
Individual Warrant Articles	\$2,000,000		\$0	(\$2,000,000)	100.00%
Capital Reserves & Expendable Trusts	\$861,500		\$1,133,000	\$271,500	31.51%
Total Town Appropriations	\$12,039,487		\$10,879,744	(\$1,159,743)	-9.63%
Other Tax Rate Impacts	\$282,574		\$286,700	\$4,126	1.46%
Revenue Estimates	\$3,982,150		\$4,043,113	\$60,963	1.53%
Bond Revenue	\$2,000,000		\$0	(\$2,000,000)	100.00%
Use of Fund Balance	360,000		\$350,000	(\$10,000)	-2.78%
EXPENSE MINUS REVENUE (to be raised by taxes)	\$5,979,911		\$6,773,331	\$793,420	13.27%

ESTIMATED 2023 TAX RATE					
Tax Rate Actual/Estimate	\$ 7.53		\$ 8.49	\$ 0.96	12.70%

Hopkinton-Webster Refuse Disposal Agreement
Adopted in 1975
Amended by vote of both Town Meetings – March 1989
Proposed for Amendment by both Towns March 2024

This agreement updates the Hopkinton-Webster Refuse Disposal Agreement. Once adopted by the Town Meeting of each town, this amendment supersedes all previous agreements.

WHEREAS, the Towns of Webster and Hopkinton have agreed to amend the 1989 amended agreement to share the costs and benefits of their existing refuse disposal facilities.

AND WHEREAS the Towns of Webster and Hopkinton desire to share the costs and benefits of a refuse disposal facility for the welfare of the citizens of both towns:

IT IS HEREBY AGREED under the provisions of NH RSA 53: A as follows:

1. All costs of land, construction and operation of the refuse disposal facility and all revenue derived therefrom, shall be shared on a per capita basis between the Town of Webster and the Town of Hopkinton except as outlined in number 8 below. Ownership of the land and facilities shall be shared between said towns on a per capita basis.
2. On-going, day-to-day operation of the facility will be under the direction of the Hopkinton Selectboard. This is to ensure adequate staffing, supplies and management of operational costs. In addition, all Transfer Station staff members will be employees of the Town of Hopkinton. Both Towns will have the opportunity to interview and submit input for candidates in key positions such as the Manager (Operator).
3. Every effort will be made to assure that both Selectboards are provided pertinent information about the Transfer Station in a timely manner including but not limited to, monthly revenue and expense reports, and estimated cost changes to capital expenditures.
4. The Selectboards of the two towns shall meet at least annually in a Joint Selectboard Meeting to vote on the recommended operating budget and capital expense budget, review the Refuse Disposal Ordinance that is adopted by each Selectboard individually, review the fee schedule, and to take any other action concerning the Transfer Station under their authority. For the Joint Select Board Meeting to act, there must be a quorum present of each individual Selectboard.
5. The Webster and Hopkinton CIP committees will meet together at least annually to review and make recommendations on expected Capital Expenditures and report their recommendations to the Joint Selectboard Meeting. The Joint Selectboard Meeting may accept or modify the recommended plan.

6. The procedures for the preparation and adoption of an annual operating budget shall be as follows:
 - a) The initial annual operating budget will be prepared by assigned staff of the Hopkinton Selectboard.
 - b) The proposed operating budget will be presented to a Joint Selectboard Meeting.
 - c) The Joint Selectboard Meeting, by a majority vote of those present may accept or modify the budget.
 - d) The operating budget share for each town shall then be submitted to the Budget Committees of each town, for action in accordance with RSA 32.
7. In the event that the legislative body of a town should fail to appropriate the funds approved by the Joint Selectboard Meeting in its annual budget, then the right of that Town and its residents to use the facilities or share in any benefits thereof shall terminate 90 days after the date of such Town's failure to appropriate, unless the parties to this agreement are mutually able to resolve this issue during the 90 day period.
8. New programs are to be approved contingent upon both towns approving the program. Should either town wish to implement a new program without this contingency, they will be responsible for all costs surrounding said program, but also gain all revenues from the program.
9. Further amendments to this agreement need to be presented and approved by the legislative body of both towns.
10. Either town may withdraw from this agreement after written notice to the Selectboard of the other town that is party to this agreement if given at least one year prior to their next annual town meeting. Upon any such withdrawal, the current fair market value of the equity of the withdrawing town in the real and tangible personal property comprising the facility shall be appraised by a licensed appraiser approved by both Selectboards and such sum repaid to the withdrawing town in installments over a term not to exceed 10 (ten) years without interest.
11. The annual population census figure of the State of New Hampshire Department of Planning and Development shall be used to determine the per capita share of the Towns which are parties to this agreement.

Hopkinton-Webster Refuse Disposal Agreement
Adopted in 1975
Amended by vote of both Town Meetings - March 1989

This agreement updates the Hopkinton-Webster Refuse Disposal Agreement. Once adopted by the Town Meeting of each town, this amendment supersedes all previous agreements.

WHEREAS, the Towns of Webster and Hopkinton have agreed to amend the 1989 amended agreement to share the costs and benefits of their existing refuse disposal facilities.

~~WHEREAS the Towns of Webster and Hopkinton are currently under an order to cease operation of their existing refuse disposal facilities;~~

AND WHEREAS the Towns of Webster and Hopkinton desire to ~~enter into an agreement to~~ share the costs and benefits of a refuse disposal facility for the welfare of the citizens of both towns;

AND WHEREAS the Towns of Webster and Hopkinton desire to retain direct budget control over such facility;

IT IS HEREBY AGREED under the provisions of NH RSA 53:A as follows:

- ~~1. There shall be a refuse disposal committee, consisting of three citizens from the Town of Hopkinton and three citizens from the Town of Webster, appointed by their respective Board of Selectmen to 3 year terms. (Amended 3/1989) In the event of a vacancy, the Selectmen of the Town whose position is vacant shall appoint a member to fill the unexpired term.~~
- ~~2. The Refuse Disposal Committee shall, subject to the joint supervision of the Selectmen of the towns who are parties to this agreement have the power and duty to plan, develop, manage and operate the refuse disposal facilities. (Amended 3/1989)~~
1. All costs of land, construction and operation of the refuse disposal facility and all revenue derived therefrom, shall be shared on a per capita basis between the Towns of Webster and the Town of Hopkinton except as outlined in number 8 below. Ownership of the land and facilities ~~and all revenue derived therefrom~~ shall be shared between said Towns on a per capita basis.
2. On-going, day-to-day operation of the facility will be under the direction of the Hopkinton Selectboard. This is to ensure adequate staffing, supplies and

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management of operational costs. In addition, all Transfer Station staff members will be employees of the Town of Hopkinton. Both Towns will have the opportunity to interview and submit input for candidates in key positions such as the Manager (Operator).

3. Every effort will be made to assure that both Selectboards are provided pertinent information about the Transfer Station in a timely manner including but not limited to, monthly revenue and expense reports, and estimated cost changes to capital expenditures.
4. The Selectboards of the two towns shall meet at least annually in a Joint Selectboard Meeting to vote on the recommended operating budget and capital expense budget, review the Refuse Disposal Ordinance that is adopted by each Selectboard individually, review the fee schedule, and to take any other action concerning the Transfer Station under their authority. For the Joint Select Board Meeting to act, there must be a quorum present of each individual Selectboard.
5. The Webster and Hopkinton CIP committees will meet together at least annually to review and make recommendations on expected Capital Expenditures and report their recommendations to the Joint Selectboard Meeting. The Joint Selectboard Meeting may accept or modify the recommended plan.

~~3.—~~

- ~~4. The facility shall be constructed on the premises purchased by the Town of Hopkinton for the purpose from Robert H. Roby.~~
- ~~5. Another city or town may be admitted as a party to this agreement but only on a majority vote at a duly call Annual or Special Town Meeting of each of the towns who are then party to the agreement.~~
- ~~6. This agreement may be amended at any time but only upon a majority vote at a duly call Annual or Special Town Meeting of each of the towns who are then parties to this agreement.~~

7.6. The procedures for the preparation and adoption of an annual budget shall be as follows:

- a) The initial annual operating budget will be prepared by assigned staff of the Hopkinton Selectboard.
- a) The Refuse Disposal Committee shall prepare a proposed annual budget and apportionment between the towns which are parties to this Agreement.

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b) The proposed budget and apportionment shall be submitted to a ~~Joint Select Boards~~ meeting ~~of the Selectmen of all towns which are parties to this Agreement.~~

~~c) The Joint Selectboard Meeting, by a majority vote of those present may accept or modify the budget.~~

~~e) The Selectmen by majority vote of those present and voting (a quorum being present), may accept or modify the budget and apportionment. A quorum shall consist of a majority of the members of each board of selectmen.~~

d) The budget share for each town shall then be submitted to the Budget Committees of each town for action in accordance with RSA 32.

~~e) 7.~~ In the event that a town should fail to appropriate the funds approved by the ~~joint meeting of Selectmen~~ Joint Select Board Meeting in its annual budget, then the right of that Town and its residents to use the facilities or share in any benefits thereof shall terminate 90 days after the date of such town's failure to do appropriate, unless the towns party to this agreement mutually settle such impasse during such 90 day period

~~8. (Amended out 3/1989) New programs are to be approved contingent upon both towns approving the program. Should either town wish to implement a new program without this contingency, they will be responsible for all costs surrounding said program, but also gain all revenues from the program.~~

~~8-9.~~ Further amendments to this agreement need to be presented and approved by the legislative body of both towns.

~~Any Either~~ town may withdraw from this Agreement after written notice to the ~~Selectmen~~ Select Board of ~~the other~~ all town ~~the is~~ ns, party to ~~this~~ se Agreement ~~if~~ given at least one year prior to their next annual town meeting

~~Upon any such withdrawal, the current fair market value of the equity of the withdrawing town in the real and tangible personal property comprising the facility shall be appraised by a licensed appraiser approved by both Selectboards and such sum repaid to the withdrawing town in installments over a term not to exceed 10 (ten) years without interest.~~

~~Should a party to the agreement seek to withdraw from the agreement, it shall nevertheless be the continuing responsibility of the withdrawing town to fund its share of all bond indebtedness incurred prior to withdrawal. (amended 3/1989) Upon any such withdrawal, the current fair market value of the equity of the withdrawing town in the real and tangible personal property comprising the facility~~

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~~shall be appraised by the Property Appraisal Division of the State Department of Revenue Administration and such sum repaid to the withdrawing town in installments over a term not to exceed 10 (ten) years without interest.~~

~~9,10.~~

~~10,11.~~ The annual population census figures of the State of New Hampshire Department of ~~Comprehensive~~ Planning and Development shall be used to determine the per capita shares of the Town which are parties to this Agreement.

~~Originally signed by the Hopkinton and Webster Board of Selectmen on July 2, 1975.
Amended by vote of both Town Meetings, March 1989.~~