

**ASHLAND BOARD OF SELECTMEN
WORK SESSION
MONDAY, JULY 24TH, 2017
ASHLAND FIRE DEPARTMENT
6:30 PM**

- I. PLEDGE OF ALLEGIANCE**
- II. CALL TO ORDER**
- III. PUBLIC COMMENT (Agenda items only)**
- IV. APPROVAL OF MINUTES**
 - a. BOS meeting: 7/10/2017
- V. CONSENT AGENDA**
 - a. Week of 7/17/2017
 - i. General Fund manifest: \$276,430
 - ii. Payroll manifest: \$15,707
- VI. DEPARTMENT HEADS**
 - a. Chief Heath:
 - i. NH Homeland Security and Emergency Management mitigation grant
 - b. Public Works Director – possibility of having a Road Agent
 - c. Town Administrator
 - i. Purchase order policy
 - ii. Overtime compensation and impact on budget line item
- VII. OLD BUSINESS**
 - a. Project List
- VIII. NEW BUSINESS**
 - a. Donna Lane, Community Development Block Grant (CDBG) Consultant
 - i. Laconia Area Community Land Trust (LACLT) – Ledgewood Estates and discussion about Town of Ashland being a sponsor for a \$500K CDBG application
 - b. Town Office building soffit repairs
 - c. Certified Computers Solutions (town IT support) contract renewal
 - i. CCS installation of network equipment proposal
- IX. SELECTBOARD ITEMS**
 - a. Unsealing nonpublic minutes
 - b. Policy on maintaining order
 - c. Department Head agenda policy
- X. LIAISON REPORTS**
- XI. PUBLIC COMMENT (Agenda items only)**
- XII. NON-PUBLIC SESSION Pursuant to RSA 91-A: 3, II (a)**
- XIII. ADJOURNMENT**

1 **ASHLAND BOARD OF SELECTMEN MEETING MINUTES**
2 **REGULAR MEETING**
3 **MONDAY, JULY 10, 2017**
4 **ASHLAND FIRE DEPARTMENT**
5 **6:30 PM**
6

7 Chairman Newton called the meeting to order at 6:30 PM with a roll call. Chairman Fran Newton,
8 Vice Chairman Harold Lamos, Selectmen Casey Barney, and Tejasinha Sivalingam present;
9 Selectman Leigh Sharps was absent. Others present: Town Administrator Charles Smith and
10 Administrative Assistant Wendy Smith.
11

12 **PUBLIC COMMENT**

13 Jeannette Stewart voiced her view that the public comment section of the meeting should include non-
14 agenda items. Chair Newton said the Board does allow comment for items not on the agenda.
15

16 **MINUTES**

17 June 19, 2017-Amendments: Page 3, lines 1 and 2, strike “view that the Board was premature in being
18 defensive about this matter” Chair Newton motioned to approve as amended, Barney seconded. Four
19 in favor, Vice Chair Lamos abstained until Chair Newton reviews video of meeting regarding his
20 suggested amendment on Page 2, Lines 42 and 43.
21

22 **CONSENT AGENDA**

23 General Fund Manifest for the week of July 10th, 2017 signed by majority of Selectmen;
24 Memo to TOTF for CRF disbursements towards shim and overlay/crack fill on River Street and chip
25 seal on N. Ashland Road was signed by a majority of the Selectmen.
26

27 **DEPARTMENT HEADS**

- 28 • Parks and Recreation Director Ann Barney, spoke on installing a barrier at the town park after
29 an accident occurred there before camp started. She contacted NHDOT who said there has to
30 be a 33’ right of way which would place the barrier on the side of the hill. Vice Chair Lamos
31 suggested using telephone poles and a backstop, which could also be used for advertising. Chair
32 Newton said further discussion of options is needed. TA Smith said he also talked to NHDOT
33 about a guardrail system and was told that a guardrail there was not a top priority for them. Cost
34 for a guardrail would be \$25/linear foot, length would be approximately 40’, approval for the
35 installation of a guardrail would be by NHDOT DPW Director Tim Paquette felt it would look
36 better if it was started at the entrance way and ran the whole length of the park. Other
37 possibilities were discussed such as plantings. The consensus was that the Town should
38 logically move forward on rectifying this problem and possibly consult with engineers and/or
39 the Transportation Advisory Committee at LRPC.
40 ○ Director Barney asked the Board to sign thank you letters to Elaine Hughes Realty
41 Group, Custance Brothers Woodworking, and the Common Man Restaurant for
42 donations and service to the Town. Majority of the Selectmen signed the letters.
43 • Fire Chief Steve Heath presented the lease agreement for the new fire apparatus. Vice Chair
44 Lamos motioned to accept the lease agreement. Selectman Sivalingam seconded contingent
45 that Chair Newton sign. All in favor. Chair Newton signed and Page 10 of lease agreement
46 was signed by Lamos and Barney.

- 1 • Public Works Director Paquette, requested the purchase a 1996 John Deere grader. Director
2 Paquette provided information about the grader and the person selling the grader. Discussion
3 followed on options and viability of the grader. Vice Chair Lamos motioned to approve the
4 purchase of the grader with the funds to be disbursed from the Public Works Capital Reserve
5 Fund. Chair Newton seconded, all in favor.
- 6 ○ Director Paquette announced the passing of James Godville, who worked for many
7 years at the town DPW. Director Paquette and the Board expressed their condolences.
- 8 • Town Administrator Smith asked the board for a deadline date to receive our Request For
9 Qualification (RFQ) with the NHDOT TAP grant. TA Smith briefly went over the upcoming
10 timeline and suggested August 18th 2017. Vice Chair Lamos asked if the sidewalk egress would
11 also be addressed. Chair Newton said we can negotiate that once we have the agreement. TA
12 Smith said the RFQ has been reviewed and approved by DOT. Selectman Sivalingam motioned
13 to establish one month from July 14th 2017 as the deadline (August 18, 2017). Chair Newton
14 seconded, all in favor.
- 15 ○ Unsealing nonpublic meeting minutes: TA Smith said there are two options for the
16 board in opening sealed minutes: schedule a meeting with the minutes to review, if
17 discussion were to follow go into nonpublic under the RSA the minutes were sealed,
18 and then make an announcement on whether or not to unseal the minutes. The other
19 option would be for the board to designate someone from the Board to review all the
20 unsealed minutes and return with a recommendation. Selectman Sivalingam thought it
21 would be better to have more Board members involved as well as TA Smith. Selectman
22 Sivalingam motioned to table until a full Board was present. Vice Chair Lamos
23 seconded, all in favor.
- 24 • Citizen inquiry: town received a request to remove the speed bumps near the town beach and
25 replace them with a sign. Discussion followed in which it was determined that this was tried in
26 the past and didn't work. The speed bumps are temporary (installed for three months during the
27 summer) and overall necessary to slow down the traffic in the area where children cross. It was
28 brought up that the bumps get illegally removed and tamper proof bolts might help deter this.
29 DPW Director Paquette will look into purchasing the specialty bolts.
- 30 • Board was reminded about their attendance at the upcoming special election on Tuesday, July
31 18th at the Ashland Fire Station, from 8 AM to 7 PM.

32 33 34 **OLD BUSINESS**

35 Selectman Sivalingam spoke regarding the possibility of the Selectboard and the Budget Committee
36 meeting to discuss the RSA 32:10, I (e) "no means no" provision. Vice Chair Lamos suggested the
37 midyear budget review meeting in August would be a good opportunity. Discussion followed and it
38 was clarified that the Selectboard would have a meeting with the Budget Committee with the intent of
39 having an open meeting for communication purposes. TA Smith will arrange the meeting.

40 41 **NEW BUSINESS**

- 42 • Town Office building installation of fiber optic cable: Tony Salamanca, representative from
43 First Light made presentation on installing fiber optic cable to the Town Office building. The
44 Ashland Elementary School previously ran the cable with the hope Town Office could also
45 utilize the cable line. Pros and cons of the project were discussed as well as the possibility of
46 adding the Library and the Fire Department in the future. Selectman Barney made motion to

1 go forward with the fiber optic cable installation. Vice Chair Lamos seconded. Time frame of
2 pricing was determined to be 90 days. Three in favor Selectman Sivalingam voted against.

- 3 • Whipple House tree removal: David Ruell requested permission from the Board to remove a
4 tree before it causes further damage as it's growing into the foundation of the Whipple House.
5 Vice Chair Lamos asked about donating the wood to people in need of fire wood. Chair Newton
6 suggested Mr. Ruell speak with Mark Liebert about that. Vice Chair Lamos motioned to
7 remove the tree and plant another suitable tree to be dedicated to James Godville. Selectman
8 Sivalingam seconded, all in favor.

10 **SELECTBOARD ITEMS**

- 11 • Volunteer Day: Chair Newton met with Katie Maher, Kathleen DeWolfe, and Susan MacLeod.
12 It was decided that the date would be on September 11, with a rain date of September 12. People
13 would work on sprucing up the outside of the Town Office followed by a small celebration.
14 Donations would be collected from the public for a plaque and garden supplies. Other funding
15 would come under the umbrella of the Heritage Commission. A motion was made by Vice
16 Chair Lamos to authorize up to \$500 in expenditures for the "Town of Ashland Appreciation
17 Day". Selectman Sivalingam seconded, all in favor.
- 18 • Proposed order policy: Selectman Sivalingam drafted and presented policy to ensure meetings
19 will be in order. It was determined that the Board would need more time to review the proposal.
20 Vice Chair Lamos felt a full board should be present also. Vice Chair Lamos motioned to table,
21 Selectman Barney seconded. All in favor.
- 22 • Chair Newton reported on the Economic Development Committee meeting with Plymouth
23 State University.
- 24 • Vice Chair Lamos reported that 4th of July went very well with 75% of the volunteers attending
25 the follow up meeting. Chair Newton expressed the Boards appreciation to the 4th of July
26 Committee and its volunteers.

28 **PUBLIC COMMENTS**

29 Alice Staples, Library Trustee Chairperson, voiced her observance that the library building has a finite
30 life span. Chair Newton thanked all the Library Trustees. Mardean Badger suggested that the 4th of
31 July Committee reach out to neighboring towns for participation in the future.

32
33 There being no other business, Chairman Newton made a motion to adjourn, Vice Chairman Lamos
34 seconded, all in favor. Meeting adjourned at 8:15 PM.

35
36
37 Respectfully submitted,

38
39
40 Wendy Smith
41 July 11, 2017
42



Ashland Fire Department

PO Box 856, Ashland NH 03217

(603) 968-7772

To: Board of Select
From: Steve Heath
Re: HSEM Hazard Mitigation Grant

The current Ashland Hazard Mitigation Plan is due for revision in 2018. Paul Hatch, Field Representative for the NH Department of Safety, Division of Homeland Security and Emergency Management has informed me that the entire plan needs to be reviewed and updated. NH Homeland Security and Emergency Management (HSEM) has grant funding available to assist with the plan update. In order to ensure that the grant agreement (required for the funding) is completed accurately, HSEM is asking to be informed of who will be updating the hazard mitigation plan. This usually involves using a contractor from the state list to guide us through the process, which is the reason for applying for the grant. It is a 75/25 grant; however the town share is in-kind services, which are the total hours of the signatories that participate in meetings. The steps are a bit different from the EMPG Grant process used for last year's EOP revision. You may recall that last year we used Mapping and Planning Associates to guide us through the process of revising the EOP. I believe that we would be wise to use them again for this project. They worked very well with us, and are familiar with the town. Since a number of areas of the two plans overlap, I feel that it makes sense to use the same planners. I have completed and sent a preliminary form indicating that we will be revising the Hazard Mitigation Plan and would like to use Mapping and Planning Associates.

The next step is to apply for the grant, therefore I am requesting permission to apply for a grant to cover the cost of hiring a consultant to guide us through this process. The financial process will be the same as the EOP Grant. The total amount is \$8000, the town will initially pay \$6000 to Planning Associate, for which we will be reimbursed. The remaining "town share" will be in-kind services of the people involved in the meetings and planning sessions. In the end, this will not actually cost the town anything. The grant period has opened, so I would like to move forward in a timely fashion.

Please do not hesitate to contact me with any questions. I hope the board will be able to act on this at their July 24 meeting.

Thank You,

Stephen L. Heath
Fire Chief / Co-EMD
Town of Ashland
firechief@ashland.nh.gov

Date: March 2017

Project: NHDOT - Transportation Alternatives Program (TAP)

Description:

Reconstruction of sidewalks and crosswalks to ADA compliance and construct new sidewalks on Main St. US Rte. 3/25. Beginning on Gordon Street down to West Street, approx. 0.6 miles.

Effort & Status:

- Discuss scope and budget with NH DOT.
 - Grant application was approved by NHDOT - January 2017 in the amount of \$400K with Ashland responsible for \$80K
 - Warrant article (5) for matching funding approved at SB 2
 - Town Admin contacted NH DOT about next steps – March 2017
 - NHDOT takes TAP grant projects to Governor & Council for approval. NHDOT hopes to have this schedule with G&C by end of April. After approval agreement is sent to town for signatures, a project manager is assigned to help guide through the consultant process. Estimate to hear from NHDOT around May.
 - Town Admin to attend Local Public Agency training at NH DOT for the project
 - TA – LPA certified for the project; TA to complete required training by taking Labor Compliance training prior to the final design phase of the project.
 - Waiting for project approval letter from NHDOT
 - Approval letter received 5/8/2017 and returned to NH DOT on 5/12/17.
 - Waiting for response from NHDOT and scheduling scope of work meeting.
 - Scope of work meeting with NHDOT on 6/28 – granting authority to move forward with RFQ
 - Posted RFQ to NHMA website and advertised in Union Leader – RFQ due date 8/18
-

Date: March 2017

Project: Thompson Street – High Street – Smith Hill Road reconstruction redesign Water & Sewer

Description:

Replace water and sewer lines, and road reconstruction redesign

Effort & Status:

- Town hired engineering firms Hoyle & Tanner with Nobis Engineering for review to design the reconstruction project. H&T finished the design phase in December 2016
- Warrant article to bond the project failed at the SB2 vote – March 2017
- Requested and received from Nobis Engineering properties that need a deeded easement filed and utility poles that need to be moved
- DPW Director recommended repair lower half of Thompson St.
- Warrant article failed. Note: RSA 32:10, I (e): “No means no” provision.

- Contacted Hoyle & Tanner about options to reduce costs of the project. 5/16.
- Submitted applications prior to June 30th deadline to NHDES – Clean Water State Revolving Fund (sewer) and Drinking Water State Revolving Fund for future funding. Final approval depends on Town Meeting approval vote and NHDES selection.

Date: December 15, 2014

Project: GIS Mapping

Description:

The BOS has signed an agreement with Michelle Roberts to perform a pilot program through March 2015. Will be more user friendly (public ready)

Effort & Status:

- The town has been invoiced and payment made.
 - Software & tax maps have been downloaded on TA and Town Clerk computers. All property has been added to software.
 - Michelle will work with departments in December; Felton will set up the meetings.
 - Michelle will provide software for use by end of 2015.
 - TA & Selectman Felton joint meeting with Michelle scheduled for 9/22/2016;
 - Michelle to setup meeting with neighboring city to discuss their implementation of the software
 - Next meeting scheduled with GIS and Laconia for Dec. 8th
 - Town had joint meeting about the software capabilities with Michelle, Laconia's GIS Coordinator, town staff and board members.
 - Michelle intends to finish creating the software by end of year and forward onto town for uploading.
 - TA meeting with Michelle on January 26th about next steps in implementing project
 - January 2017 meeting with Cyber Fern/Michelle; software needs to be reviewed for any property updates.
 - Follow up with Michelle in February about proposal for training on software
 - Cyber Fern to finalize project and deliver documents to the town
 - Cyber Fern had to place this on hold per family emergency – report still pending
 - Final report from Cyber Fern to be delivered March 8th
 - TA follow up on 3/21/17 – conference call scheduled for 3/31
 - Cyber Fern cancelled the 3/31 conference call – report to be filed with town on 4/14
 - TA received the data and information for GIS from Cyber Fern. Meeting scheduled for 4/21 to discuss with Cyber Fern.
 - Data needs more work before releasing to website
 - BOS to research into expanding the capabilities of the GIS program
-

Date: April 2017

Project: Town of Ashland Board of Selectmen Goal Setting Session with PRIMEX

Description:

Joint meeting with BOS, Department Heads, and PRIMEX to identify goals and objectives for town over the next three to five years.

Effort & Status:

- Schedule joint meeting for June 7th, 2017 at 9AM in Town Office building
 - BOS confirmed time and date of meeting with PRIMEX
 - BOS and Department Heads had joint meeting w/ PRIMEX on 6/7. PRIMEX to provide report.
 - PRIMEX report received on 6/20.
-

Date: July 16, 2016

Project: Scott Heath, LW Packard mill site

Description:

Brownfields property at former mill site in town – LW Packard

Effort & Status:

- Mr. Heath has not responded to the Town with his revised agreement to allow us to board up his doors and windows on his property.
- DES has contained barrels in one location at Mill site (LW Packard) and awaiting removal. Town has no more involvement.
- BOS assured funds are there for clean-up.
- NHDES approved the Browns Field grant for cost estimates and preparing work scope for Phase II Environmental Site Assessment
- Nobis Engineering was awarded the grant from NHDES for site assessment work at the mill building.
- Phase II Brownfields Grant. LRPC meeting - Oct. 17th board meeting.
- 10/27 LRPC to follow up with the town when ready to complete applications for Phase II
- Coordinate meeting with Nobis and mill building owner for site visit. First visit might start February 2017.
- February 1st – TA, Fire Chief, DES, and Nobis representatives conducted a site walk at the Mill Building

- Nobis and Town draft a letter to property owner requesting access to do site drilling. Owner has 30 days to reply.
 - February 9th – letter sent to property owner requesting further site access
 - March 13 – town did not receive a response from property owner about letter; TA notified Nobis Engineering.
 - Nobis Engineering to work on scope of work and forward to NHDES for approval and funding. Once approved Nobis to contact town and provide schedule of work.
 - Town filed LRPC Assessment grant application for consideration of more grant funding
 - 5/16/17 update from Nobis: scope of work was forward to NHDES on 4/6/17 but placed on hold due to other priorities. Nobis anticipates decision in near future. Nobis preparing scope for hazmat survey at Mill House and Boiler House to be completed concurrent with LRPC assessment grant.
 - Sent certified letter on 6/1 for access to Boiler House; recommended 30day wait period
 - NHDES approved the Nobis Engineering scope of work and budgeting for the subsurface investigation at former LW Packard Mill site. LRPC also approved the hazardous material survey. Expectations are work can start sometime in August. 6/30.
-

Date: July 15, 2016

Project: River Walk Maintenance

Description:

5 yr. inspection by the P&R Division of DRED revealed raft removed without approval and Mechanic Street River Walk overgrown. Area along river needs to be cleaned up for public access/use.

Effort & Status:

- TA Conference Call with DRED 9/15/2016.
 - Follow up with Memorial Park Trustees and Conservation Commission.
 - TA to have joint meeting with DPW, Conservation Commission members and Memorial Park Trustees about best next steps
 - 11/7 agreed to revisit project closer to Spring cleanup 2017
 - Walkthrough with DPW Director, BOS Lamos, Memorial Park Trustee. DPW to remove overgrowth and spread mulch/wood chips.
 - Followed up with PSU about student's ability to help on projects. 5/19/17
-

Date: August 15, 2016

Project: Town Hall Fire Alarm System

Description:

- Install fire alarm system

Effort & Status:

- Contacted Advanced Alarm for quote.
 - TA followed up with Advanced 10/4.
 - Advanced had walkthrough with Fire Chief.
 - Quote received: to review with BOS at next work session meeting on 11/21
 - Advance presented proposal to BOS at 12/5 meeting and will follow up with another proposal
 - Walkthrough with at Town Office building with Advance, second week of January 2017
 - Town has not received a response from Advance since walkthrough. TA contacted Mango Security for comparison quote.
 - Mango Security scheduled for walk through on 3/31.
 - Follow up with Mango Security, week of May 1st – Mango needs more time to prepare.
 - Mango Security forward proposal to Town 5/11 and scheduled for BOS presentation 5/15.
 - Reduced proposal from Mango Security received and forwarded onto board – 5/17.
 - BOS approved phase I of new fire alarm with Mango Security at 6/5 meeting
 - **Mango received contract, will order parts and schedule installation in coming weeks.**
-

Date: May 2017

Project: Norm DeWolfe day and volunteer recognition

Description:

Preparation for Norm DeWolfe day and how to recognize town volunteers.

Effort & Status:

- **BOS established committee for further review next steps – 6/19.**
-

Date: February 2017

Project: Lakes Region Planning Commission (LRPC) town culvert inventory and paving plan

Description:

LRPC using Statewide Asset Data Exchange System (SADES) technology developed by UNH, to conduct inventory analysis of town culverts

Effort & Status:

- February 2017; board approved contract with LRPC to start data analysis
 - LRPC to begin culvert inventory tracking in early May 2017
 - DPW Director contacted LRPC about paving plan. LRPC working in conjunction with PSU & UNH part of the T2 program for pavement preservation. LRPC won't start until last week of June early July. LRPC to contact town in future about being participant.
 - Town received an agreement proposal to move forward with the paving plan.
 - BOS approved paying plan agreement. Project to start later in year.
 - LRPC update 5/16/17; initial GPS inventory on all culvert locations completed. Due to scheduling and budgeting has pushed the completion of project to later this summer.
 - DPW Director and TA met with LRPC about data collection and analysis on 5/26.
-

Date: October 16, 2016

Project: Town Telecommunications

Description:

Issues with departments telecommunications such as Internet service, telephones, emails, etc.

Effort & Status:

- 10/18 - Selectman Maher to work with outside vendor on status of town telecommunications infrastructure;
- TA work with departments for overall clarification of ongoing issues
- 11/7: TA has scheduled walkthrough with Fair Point to analyze town office phone infrastructure
- 11/18 walkthrough completed with Fair Point, awaiting proposal
- TA & Selectman Maher had joint meeting with PSU about Broad band
- Selectman Maher had follow up meeting and confirmed access/availability of town utility lines for potential future project
- Joint meeting with NH iBeam and UNH scheduled for January 18th
- Town had joint meeting with UNH, PSU, 186 Communications and Ashland Elementary about ability to run fiber optic cable through town and to the school.
- School funding through E-rate could be impacted by town involvement. E-rate covers about 80% of the construction costs. If town received service, the percentage would decrease. Town

would have to supplement the costs. Funding could be provided to the Town Library for broadband access.

- Town's Internet provider contract could conflict with project.
 - Selectman Maher to follow up with Library
 - Follow up meeting with First Light formerly Bay Ring (proprietor of town office VOIP phones) about the cost savings for new contract.
 - First Light proposed running new direct fiber optic line from utility pole to town office building, as they were contractor who installed new line to elementary school.
 - BOS approved contract with First Light to install fiber optic cable
 - First Light walkthrough on 7/18 – expectations are installation to begin within next three weeks.
-

Date: March 16, 2016

Project: Whipple House

Description:

Comprehensive building status report provided by newly formed Heritage Commission along with deeds, leases and associated warrant articles. Town owned building in need of significant maintenance & repair work.

Effort & Status:

- Exploring legal issues of sub-lease.
 - Historical Society has no money for repairs. Further review with BOS.
 - Joint meeting with Historical Society, Heritage Commission & BOS 7/12/16.
 - Railing to be installed;
 - AHS received part of grant for chimney. Grant can be spent over next 2yrs.
 - TA to research into lease agreement from 1974;
 - 10/11 TA forwarded lease agreement onto BOS;
 - 10/20 TA follow up with legal about lease agreement;
 - 10/27 - Legal response: BOS to decide on amending lease agreement or allow it to renew. Agreement automatically renews on 11/30. - BOS decision on 11/21
 - BOS reviewed lease agreement after counsel
 - 12/19 BOS meeting placed on hold until July per Heritage Commission
 - BOS agreed to allow the lease agreement to automatically renew for year
 - BOS approved removal of trees and repairs to railing and fan.
 - BOS approved installation of electric outlets
-

Date: October 20, 2016

Project: Personnel Policy

Description:

Review and update the personnel policy if needed.

Effort & Status:

- Initial review of the personnel policy for compliance
 - HR Audit completed by Primex
 - Received Primex analysis for further discussion.
 - Budgeted for membership to SHRM
 - Per Primex recommendation; ordered fire proof cabinet for protection of employee personnel records
 - Established a committee to review town personnel policy
 - Committee began initial review of personnel policy – January 2017
 - Placed on hold until after March election 2017
 - Employee committee to reconvene and analyze policy for legal review
-

Date: March 16, 2016

Project: New Electric Department building

Description:

Electric Department has requested construction of new building on town land. Needs permission from BOS - write agreement. Address building issues as occurring;

Effort & Status:

- BOS sent letter asking that they go to Planning Board for site review. Complete.
- Scheduled BOS/Elec Commissioners joint meeting 9/7/2016.
- BOS approved permit.
- Joint meeting with NH DES about soil removal
- Soil at construction site to be tested.
- 11/7: results have been received and to be reviewed;
- 11/18 - DES scheduled to attend BOS meeting on 11/21
- BOS meeting with Electric Department about proposed route to move soil
- BOS approved Clean Harbors route to move soil
- Soil has been removed. New building almost complete, waiting for the two overhead doors to be delivered before completion.
- New building is almost completed except for a few minor tasks to be done on the roof

- Clean Harbors has filed all the necessary paperwork with NH DES – copies to be forward to Town Office
 - TA to follow up with Electric Department in spring about following; Berm – vegetative swale behind building. Haybales – maintain water runoff. Knot weed being removed. Maintenance of remaining contaminated soil.
-

Date: July 15, 2015

Project: Town Office building maintenance - HVAC – Building assessment/LCHIP

Description:

Maintenance, repairs, and architectural structure study for Town Office building

Effort & Status:

- Obtaining estimate for installation of ductless system in Town Hall under the NHEC Rebate Program
 - Contact Bert Sutcliffe. TA left VM 8/16/16. Bert confirmed proposal same as previous.
 - Est quote \$15,050 for three HVACs in town hall
 - Electrician Bert Sutcliffe quote to BOS 9/8/2016;
 - November 2017; project on hold for determination of LCHIP grant with subsequent town approval
 - Town awarded LCHIP grant
 - Proposed 2017 warrant article for appropriation and next step in LCHIP grant
 - January 2017: Town had a walkthrough with HVAC technician about bringing heat to the second floor of the building.
 - March 2017: thermostats replaced and boiler had service to correct heat issue on second floor.
 - June 2017: BOS approved installation of fire alarm system – Phase I
 - Setup meeting with historical window repair company(s) for estimates and consultation on repairing windows
-

Date: February 2017

Project: Building permit fees

Description:

Increase the current town building permit fees

Effort & Status:

- Building Inspector recommendation to increase fees – forwarded to the Planning Board

- Planning Board compared fees to other towns
 - Planning Board drafted letter to BOS recommending against increase
 - Board to have meeting with Building Inspector
 - BOS placed on hold for future analysis
-

Date: August 16, 2016

Project: Utility Partners

Description:

Efficiency recommendations for town utility department.

Effort & Status:

- TA, PWD met with Selectmen Felton to discuss Asset and Work Management Program.
 - TBD – for further discussion by BOS
-

Date: September 15, 2016

Project: Grant Opportunities

Description:

Explore opportunities to underwrite grants

Effort & Status:

- Will discuss at AEDC meeting
 - TA attended training on grant writing and researching on Dec. 15th & 16th in Claremont, NH;
 - LRPC phase II grant
 - TA conference call with LRPC on 10/4 –
 - TA to continue work with LRPC on upcoming opportunities
-

Date: July 16, 2016

Project: Solar Energy

Description:

Nobis and NH Solar Gardens should be contacted to do presentation. No net metering.

Effort & Status:

- Met with NOBIS and NH Solar Gardens & had presentation.

CERTIFIED COMPUTER SOLUTIONS
And
Town of Ashland
IT EQUIPMENT MAINTENANCE AGREEMENT
Includes
YEARLY COST FOR MAV, SERVER HOSTING

CUSTOMER: Town of Ashland
ADDRESS: Ashland, NH

EFFECTIVE DATE: **08-01-2017 TO 7-31-2020**

GENERAL

The equipment and location to be serviced by Certified Computer Solutions, hereinafter referred to as CCS, are listed on the equipment schedule attached as part of this contract. This contract is for the Proactive Contract and includes all services as outlined in the attached "Schedule of Services". The yearly maintenance fee for this equipment is **\$7605.00**, to be billed monthly, quarterly, or annually.

- a) This agreement may be terminated by the Client upon ninety (90) days written notice if CCS
 - Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within 30 days of receipt of written notice
 - Terminates or suspends its business operations.
- b) This Agreement may be terminated by CCS upon ninety (90) days written notice to the Client.
- c) If either party terminates this Agreement, CCS will assist the Client in the orderly termination of services, including timely transfer of services to another provider. Client agrees to pay CCS for the actual cost of rendering such assistance.
- d) It is understood that any and all services requested by the Client that fall outside of this Agreement will be considered Projects, and will be quoted and billed as separate, individual services.
- e) Agreement may be terminated if funds are not approved at Town Meeting.

This Agreement shall be governed and interpreted according to the laws of the State of New Hampshire.

TERM OF AGREEMENT: 3 Years

This Agreement is for a period of {3} year(s), unless otherwise noted in this Agreement.

MAINTENANCE CHARGES

Maintenance charges will commence on the date of the contract for those units, which are installed on that date. Maintenance charges will be billed on an annual/quarterly basis, unless noted in this Agreement, in advance, and are due and payable within ten (10) days of invoice date. CCS will provide thirty (30) days written notice on any changes in regular maintenance charges.

ACCEPTANCE OF EQUIPMENT

CCS accepts responsibility for the equipment listed subject to performing a site survey. In the event that the site survey reveals defects in the equipment listed sufficient to exclude it from coverage under this Agreement, CCS will notify the customer, in writing, prior to thirty (30) days after the effective date of this Agreement.

WORK TO BE PERFORMED

CCS will provide labor to maintain covered equipment in satisfactory operating condition, subject to the following exclusions.

EXCLUSIONS

Services rendered shall exclude:

- The cost of parts, equipment or shipping charges of any kind
- The cost of any software, licensing, or software renewals of any kind.
- Failure to maintain required environmental conditions
- The cost of any required 3rd party support.
- Failure due to accidents, transportation, neglect, abuse, acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service or repairs made necessary by alteration or modification of software or equipment other than that authorized by CCS.
- If equipment needs to be replaced due to inability to purchase repair parts for equipment, Town of Ashland will be responsible for the cost of new equipment
- Training Services of any kind.

TIME AND MATERIAL CHARGES (T/M)

Additional work requested by the customer, not specifically identified as part of this Agreement, and performed by CCS will be billed immediately at quoted T/M rates for parts, labor and travel. T/M rates are subject to change without notice. Work classified as T/M is subject to the terms and conditions of this Agreement and its amendments.

HOURS OF SERVICE

Maintenance rates are for work performed during normal hours of business 8:30 AM to 5:00 PM, Monday through Friday, exclusive of holidays (unless by choice of CCS). Overtime service, when requested and available, will be provided at the CCS rates then current.

LIABILITY

CCS shall not bear any liability in excess of the pro-rated annual charge received in payment for services performed during the calendar quarter prior to the event leading to any claim, except for personal injury or damage to tangible property directly caused by the negligence of CCS or its personnel. In no event will CCS be liable for Punitive, Incidental, Consequential, Indirect or Special damages, including, without limitation, loss of use of the equipment, data or software or loss of profit, or liability to third parties, however caused, even if CCS has been informed of that possibility.

CANCELLATION

In the event either party cancels this Agreement and there are pro rated annual maintenance and/or T/M repair charges due and payable to CCS on account of which CCS commences collection proceedings, the other party hereby agrees to pay the expenses of collection, including court costs and reasonable attorney's fees.

SUBSTITUTIONS

Both parties understand that where a covered item is not present in sufficient quantity to justify CCS's procurement of all required parts, CCS shall not be responsible for failure to perform service due to circumstances beyond its control.

MAINTENANCE RESPONSE

Service will be performed as promptly as practicable, regular service calls will be placed in the schedule Queue. Customer will be notified one day in advance of technician's visit. For Emergency calls (Server Down), customer will be contacted within 2 hours of us receiving the message and a technician will respond on site within 4 regular business hours of CCS receiving the initial call. Emergency calls received on weekends and holidays during the day, 4 hour contact time and 8 hour response time. Emergency calls at night response would be next day. CCS representatives shall have full and free access to the equipment to perform service thereon. CCS shall not be responsible for failure to perform service due to circumstances beyond its control

MAINTAINABILITY

If, in the opinion of CCS, any individual item(s) listed under maintenance can no longer be properly or economically maintained to CCS's standards of performance, CCS will provide the customer options to resolve such conditions. Should the customer choose not to select one of the corrective options by CCS, CCS shall not be responsible for any failures which are directly attributable to such noted condition, and unit in question will be removed from the maintenance contract.

CUSTOMER'S OPERATIONAL RESPONSIBILITIES

Customer has sole responsibility for use of the products (hardware and software), including operating procedures, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for customer's intended use of the products.

Customer is fully responsible to maintain verified back-ups of data files necessary to replace Customer data in the event of loss or damage to such data from any cause.

Customer acknowledges it has read and understands this Agreement (including all attached schedules and amendments) and is not entering into this Agreement on the basis of any representations expressly not set forth in it.

AGREED TO AND ACCEPTED BY:

CERTIFIED COMPUTER SOLUTIONS

TOWN OF ASHLAND

Signature

Signature

Printed/Typed name

Printed/Typed name

Title

Date

Title

Date

Town of Ashland All Inclusive Service Contract

Schedule of services include with contract:

Services - Servers - All locations

Proactive Server Monitoring of all server systems, 24/7/365

Proactive repair of issues found thru monitoring

Server OS Updates

Server Management (Add and remove users, computers, etc.)

Telephone Server Support for Customer and 3rd party vendors

Remote Server Repair Action

On Site Server Repair Action

Daily Remote Backup of Data from Server

Proactive monitoring of Backups, test restores

Restore Data from Daily Backup when necessary

Annual Virus Protection (Server)

Proactive maintenance of Anti-Virus software (new definitions, etc.)

Virus and Malware Removal - including wipe and reload of server

Services - Workstations - All locations

Proactive workstation monitoring When system is on, 24/7/365

Proactive repair of issues found thru monitoring

Desktop OS Updates

Workstation Management (adding user, printers, etc.)

Telephone Support for Customer and 3rd party vendors

Remote Workstation Repair Action

On Site Workstation Repair Action

Annual Virus Protection (All Workstations)

Proactive maintenance of Anti-Virus software (new definitions, etc.)

Travel time (portal to portal) and mileage cost are included

Virus or Malware Removal - including wipe and reload of Workstations

Other Included Cost and Services - all locations

Email support both on site and remote

3rd party software loads or updates (Firehouse, IMC, BMSI, Avitar, Munismart)

Network Maintenance and repair

Annual Managed Antivirus License cost

Annual Cleaning

Monthly Hosting cost for Town Hall

Items not included in Service Contract:

Parts needed for Network, Server or Workstations. (unless under warranty)

Labor when installing new equipment.

Loaner Equipment

Certified Computer Solutions
 272 Tilton Road Unit #5
 Northfield, NH 03276
 603-286-1210

Estimate

DATE	ESTIMATE NO.
7/18/2017	8370

NAME / ADDRESS
Town of Ashland PO Box 517 Ashland, NH 03217

P.O. NO.	TERMS
	Net 15

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Project - Split data and telephone networks, provide rack for networking equipment 2 Person Job			
9999 Labor	Run 7 data cables, terminate wall plugs, mount rack, install patch panel, terminate all runs	12	110.00	1,320.00
24prt panel	24 Port Patch Panel	1	99.00	99.00
Patch pan brk	Hubbell Patch Panel Bracket	1	89.95	89.95
Miscellaneous	Shelf	1	50.00	50.00
CAT_6 Keystone ...	CAT_6 Keystone Jack	7	3.95	27.65
Wall Plate	Wall Plate	7	6.25	43.75
CAT 6 Cable Bulk	CAT 6 Cable	1	141.48	141.48
Miscellaneous	Server Stand	1	250.00	250.00
			TOTAL	\$2,021.83

email: mlavelle@ccsnh.com

SIGNATURE _____

Title: Maintaining Order Policy

Concerning: Ashland Board of Selectmen

Applicable Laws: *State v. Dominic*, 117 N.H.573 (1973), *State v. Albers*, 113 N.H. 132 (1973), *Richardson v. Union Congregational Society of Francestown*, 58 N.H. 187 (1877), RSA 41:8, RSA 676:1

Purpose: To maintain a respectful and professional forum in which to discuss all issues relevant to the business of the Board of Selectmen.

Introduction: The Board of Selectmen has the authority to maintain order at meetings of the board for the fair, open, and efficient conduct of business.

“Q. What is the role of the chair?”

A. Generally, to preside over the board and see that business is conducted fairly, openly and efficiently. The chair should maintain order. *State v. Dominic*, 117 N.H. 573 (1973). However, it is only the will of the board, expressed by majority vote, that is binding on the board. The chair cannot arbitrarily overrule the will of the majority. See RSA 41:8.

The chair should balance his or her full participation in debate and voting with the duty to conduct the board’s business fairly and efficiently. Different viewpoints should be permitted, and constructive discussion should be encouraged, but the business of the board must continue. If any person refuses to come to order or yield the floor, the chair has authority to order that person to leave and may ask a law enforcement officer to assist. *State v. Dominic*, above (a selectman was properly removed from a selectboard meeting and convicted of disorderly conduct after refusing to come to order). Removal does not violate that person’s freedom of expression because the chair has a duty to maintain order and to protect the rights of others to speak in an orderly manner. *State v. Dominic*, above; *State v. Albers*, 113 N.H. 132 (1973).”

Retrieved from NHMA website at <https://www.nhmunicipal.org/TownAndCity/Article/323>

Initiation: The following *policy and procedure* shall be initiated and carried out when there is a reasonable, apparent, and substantial breach of respect and/ or professionalism by a participant such that it impinges the Boards ability to fairly, openly, and efficiently conduct business.

Procedure Process (by steps)

1. Stage One, Initiatory Event (see **Initiation**)
 - 1.1. Chairperson shall state “*Order*”
 - 1.2. If the Vice Chairperson believes the impartiality of the Chairperson to be reasonably impaired, the Vice-Chairperson shall state “*Order*”

- 1.3. In the absence of a statement of "Order" by either the Chairperson or the Vice-Chairperson, a Selectman At Large shall request "*Call to Order*" thereby prompting the Chairperson (**ref. 1.1**) or Vice-Chairperson (**ref. 1.2**) to take action.
2. Stage Two, subsequent to sequence described above (see **Stage One, Initiatory Event**)
 - 2.1. In the absence of reasonable compliance at the request for Order (**ref. 1.1**), the Chairperson shall state "Order, this is your second warning, you will be asked to leave next".
 - 2.2. If the Vice-Chairperson has called Order (**ref. 1.2**); In the absence of reasonable compliance at the request for Order, the Vice-Chairperson shall state "Order, this is your second warning, you will be asked to leave next".
 - 2.3. If a Selectman At Large has requested a Call to Order (**ref 1.3**), and neither the Chairperson (**ref 1.1**), nor the Vice-Chairperson (**ref 1.2**) have responded to the request, the Selectman At Large may now state "Move to Order", which shall act as stating the motion to temporarily reorganize, and upon a second, the Selectman At Large shall call for the vote to temporarily reorganize and establish the Selectmen At Large as Interim Chairperson for the duration of the meeting, by subsequently stating "All In Favor".
 - 2.3.1. If the motion passes, the Selectman At Large who initiated the "Move to Order" shall now be determined to be acting as Interim Chairperson for the duration of the meeting. Additionally, the "Move to Order" having been carried shall constitute the first statement of Order as if the Chairperson had stated "Order" (**ref. 1.1**).
 - 2.3.2. If the motion fails and further action may be pursued by the Selectman at Large with regards to the specific perceived disorderly conduct. This does not prevent the Selectman At Large from initiating a future "Call to Order" (**ref 1.3**) and subsequent "Move to Order" (**ref. 2.3**) for a clearly separate incident within the same meeting.
3. Stage Three, subsequent to the sequence described above (see **Stage Two**)
 - 3.1 In the absence of reasonable compliance at the Second request for Order (**ref. 2.1**), the Chairperson shall state "Order, this is your Third warning, Please leave the meeting area or you will be escorted out".
 - 3.2 If the Vice-Chairperson has called Order (**ref. 1.2 & 2.2**); In the absence of reasonable compliance at the Second request for Order (**ref. 2.2**), the Vice-Chairperson shall state "Order, this is your Third warning, Please leave the meeting area or you will be escorted out".
 - 3.3 If the Selectman At Large has been established as the Interim Chairperson (**ref. 2.3.1**); In the absence of reasonable compliance at the First request for Order (**ref 1.1**), the Interim Chairperson shall state "Order, this is your Second Warning, you will be asked to leave next" (**ref. 2.1**).
4. Stage Four, subsequent to the sequence described above (see **Stage Three**)
 - 4.1 In the absence of reasonable compliance at the Third request for Order (**ref. 3.1**), the Chairperson shall state "Order, Sergeant at Arms please restore order".

- 4.2 If the Vice-Chairperson has called Order (**ref. 1.2 & 2.2 & 3.2**); In the absence of reasonable compliance at the Third request for Order (**ref. 3.2**), the Vice-Chairperson shall state "Order, Sergeant at Arms please restore order".
- 4.3 If the Selectman At Large has been established as Interim Chairperson (ref, **2.3.1**); In the absence of reasonable compliance at the Second request for Order (**ref. 2.1**), the Interim Chairperson shall state "Order, this is your Third warning, Please leave the meeting area or you will be escorted out".
5. Stage Five, subsequent to the sequence described above (see **Stage Four**)
 - 5.1 If the Selectman At Large has been established as Interim Chairperson (**ref. 2.3.1**); In the absence of reasonable compliance at the Third request for Order (**ref. 4.1**), the Interim Chairperson shall state "Order, Sergeant at Arms please restore order".

**Agenda item and Supporting information submission policy concerning
Departments heads**

With the exception of emergencies and time sensitive items that cannot be reasonably delayed, all requests made by department heads to add an item to a Board of Selectmen agenda shall be submitted a minimum of three calendar days (excepting government holidays) prior to the intended meeting day and by 1 pm of the intended submission day. Further all requests for agenda items to be added shall be accompanied by at least a supporting information memorandum which shall include but not necessarily be limited to: 1) Summary description explaining the agenda item, 2) Proposed or requested action from the Board of Selectmen, 3) A brief list of benefits of the proposed course of action, 4) A summary of the costs and where funds are to be found, 5) A brief list of alternatives to the proposed action, and 6) All contractual paper work, or an abridged version thereof, as is reasonable and prudent.

Reoccurring failure by a department head to adhere to this policy may be determined by the Board of Selectmen to be a breach of the Standards of Conduct listed on page 29, section 57, of the Town of Ashland Personnel Policy Manual; and therefore may at the discretion of the board be subject to Disciplinary Procedures as presented on page 30, section 58, of the Town of Ashland Personnel Policy Manual.