

**ASHLAND BOARD OF SELECTMEN  
REGULAR MEETING  
MONDAY, AUGUST 7<sup>TH</sup>, 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 meetings; 7/24/2017; 7/31/2017 (AM & PM meetings)
- V. CONSENT AGENDA**
  - a. Week of 7/31/2017
    - i. General fund manifest: \$231,626
    - ii. Payroll manifest: \$20,192
  - b. Parks & Rec purchase order; new lawn mower for town parks
  - c. Personnel Action Form – pay increase for Police Officer; end of probationary period
- VI. DEPARTMENT HEAD(S)**
- VII. OLD BUSINESS**
  - a. Certified Computer Solutions contract renewal
  - b. Finalize the Interim DPW Director hourly rate
- VIII. NEW BUSINESS**
  - a. NHDOT Project Engineer, Jerry Zoller, painting of the I93 bridge over Collins St.
  - b. Water & Sewer Commission: donation of Ames Brook Campground sewer system
  - c. Repaving of the Town Office parking lot
- IX. SELECTBOARD ITEMS**
  - a. Schedule 2018 budget review and plan
  - b. Department of Revenue PA-28 form – BOS to vote and sign on the use of form
  - c. Citizen Inquiry – Tejasinha Sivalingam
- X. PUBLIC COMMENT (Agenda items only)**
- XI. NON-PUBLIC SESSION Pursuant to RSA 91-A: 3, II (If needed)**
- XII. ADJOURNMENT**

**Posted on 8/4/2017 at the Town Office building and town website**

*Any person with a disabling condition who wishes to attend this public meeting and needs to be provided reasonable accommodations to participate, please contact Town Office at 603-968-4432 so accommodations can be made. It is asked that such requests be made with prior notice.*

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**ASHLAND BOARD OF SELECTMEN MEETING MINUTES**  
**WORK SESSION**  
**MONDAY, JULY 24, 2017**  
**ASHLAND FIRE STATION**  
**6:30 PM**

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

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

There were no public comments on agenda items.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

Donna Lane, CDBG Consultant, presented to the Board information on a Laconia Area Community Land Trust (LACLT) for a rehabilitation project at Ledgewood Estates which is being funded by a CDBG grant of \$500,000. The Town of Ashland would be involved in administering the grant, a CDBG consultant will be provided which is covered in the project budget. Ms. Lane spoke further on how the project would go forward and answered questions from the Board. Carmen Lorentz, Executive Director from LACLT spoke on specifics of the project.

**MOTION:** By Selectman Sharps

*Allow Ledgewood Estates CDBG project to go to next step of a public meeting.*

**SECOND:** By Selectman Barney

**VOTE:** 4-1

**MOTION PASSED**

**APPROVAL OF MINUTES**

**July 10, 2017-** Amendments: Pg. 1, Ln. 14-Strike "Chair Newton said the Board does allow comment for items not on the agenda." and replace with "Board allows comments on items discussed on the agenda and will consider options in the future." Pg. 1, Ln. 30 and 31-Strike "Vice Chair Lamos suggested using telephone poles and a backstop, which could also be used for advertising." and replace with "Vice Chair Lamos suggested using telephone poles as a backstop, which could be used for movies in the park or advertising." Pg. 3, Ln. 7-Insert "Selectmen Sivalingam expressed reservation of the ecological impact and that is there is no proposal to replace the tree." Pg. 1, Ln. 39-Add "Selectman Sivalingam encouraged the Board to seek a timely resolution that balanced ethicacy with financial considerations to prevent similar future events. Parks and Recreation Director was tasked with investigating options for action." Pg. 3, Ln. 24-Replace "75%" with "many" and insert "needed" between "the" and "volunteers".

**June 19, 2017-** Amendments: Pg. 2, Ln. 41-Add "The engineer from Nobis Engineering stated I can't say that it has but I can say that the concentrations are probably small enough since they're at a concentration that is still allowable for drinking and it would not have that negative effect."

1 **MOTION:** By Selectman Sivalingam  
2 *Approve the minutes of June 19 and July 10, 2017 as amended.*

3 **SECOND:** By Vice Chair Lamos

4 **VOTE:** 4-0-1

5 **MOTION PASSED**

6

7 **CONSENT AGENDA**

- 8 a. General Fund and Payroll Manifests signed by majority of Selectmen.  
9 b. Town Clerk MS1 Extension form and abatements signed by majority of Selectmen.

10

11 **DEPARTMENT HEADS**

12 **Fire Department:** Chief Heath asked for permission to proceed with applying for NH Homeland Security  
13 and Emergency Management mitigation grant for his Hazardous Mitigation Plan update. Chief Heath  
14 recommended using Mapping and Planning Associates.

15 **MOTION:** By Selectman Sivalingam

16 *Allow permission for Chief Heath to proceed with applying for the NH Homeland Security and*  
17 *Emergency Management mitigation grant.*

18 **SECOND:** By Vice Chair Lamos

19 **VOTE:** 5-0

20 **MOTION PASSED**

21 **Public Works Department:** Director Paquette announced the passing of Steve Lyford, who was with the  
22 DPW for more than 13 years. TA Smith announced that Director Paquette is resigning in two weeks to start  
23 a new job. The Board and members of the audience expressed their appreciation of Director Paquette's  
24 long service to the Town of Ashland.

25 **Road Agent:** Consideration of the possibility of having an elected Road Agent. It was determined  
26 that the town had voted in the past to make this an appointed position and to change would require a  
27 petitioned warrant article. This determination will be made at the appropriate time.

28 **Town Administrator:**

29 **Purchase Order Policy:** Agreed to keep Purchase Order Policy at up to \$1,500.00 for Department  
30 Head sign off.

31 **Overtime Compensation:** Meeting with legal counsel determined that according to Fair Standards  
32 Labor Act (FSLA) an employee who works over regular weekly full time hours must be paid overtime  
33 when working for two different departments. This can be done using a weighted average of both rates  
34 of pay. Discussion followed on which department would pay the overtime and how it would affect  
35 budgeting.

36 **MOTION:** By Selectman Sivalingam

37 *Money to cover overtime be deducted from DPW overtime line for the remainder of this budgetary*  
38 *year.*

39 **SECOND:** By Vice Chair Lamos

40 **VOTE:** 5-0

41 **MOTION PASSED**

42 **Speed Bump at Town Beach:** Speed bump at Town Beach has been sawed off for the second time  
43 this year and possibility of paving a permanent one in the future is being considered. Other deterrents  
44 were brought up, such as the use of a camera at the site.

45

1 **MOTION:** By Vice Chair Lamos

2 *Post beach section of Leavitt Hill Road speed limit as 15 miles an hour on both sides of the road.*

3 **SECOND:** By Selectman Sivalingam

4 **VOTE:** 5-0

5 **MOTION PASSED**

6 Further discussion followed regarding the need for an immediate response to the speed bump issue  
7 due to camp being in session and the current use of the beach.

8 **MOTION:** By Selectman Sivalingam

9 *Replace speed bump using security bolts pending availability.*

10 **SECOND:** By Vice Chair Lamos

11 **VOTE:** 5-0

12 **MOTION PASSED**

13 **Trustees Pending Legal Matter:** Discussion on whether past due Electric Commission legal bill  
14 should be paid by the Town or not.

15 **MOTION:** By Selectman Sivalingam

16 *Town will make \$4,736.02 payment to Wescott Law.*

17 **SECOND:** None

18 **MOTION FAILED**

19 Discussion: Consideration will be made in the future.

20  
21 **OLD BUSINESS**

22 Selectman Sivalingam asked Parks and Recreation Director Barney status on guardrail options for the park.  
23 Director Barney is waiting for a call back from the NHDOT for guidance on this matter.

24  
25 **Project List:**

- 26 • Transportation Alternatives Program (TAP) grant: TA Smith had a meeting with NHDOT on  
27 June 28, 2017 in which authority was granted to move forward with RFQ. RFQ has been posted  
28 and advertised, the RFQ due date is August 18, 2017.
- 29 • Thompson Street – High Street – Smith Hill road project: Applications were submitted prior to June  
30 30<sup>th</sup> deadline to NHDES. Clean Water State Revolving Fund (sewer) and Drinking Water State  
31 Revolving Fund for future funding. Final approval depends on Town Meeting approval vote and  
32 NHDES selection. TA Smith spoke with the Budget Committee Chair regarding scheduling a joint  
33 meeting with the Budget Committee and the Board. Chair Newton reiterated that the reason for the  
34 meeting is to ensure transparency and understand each other's issues.
- 35 • Ashland Board of Selectmen goals and objective meeting with PRIMEX: Report from PRIMEX was  
36 received on June 20, 2017. Selectman Sivalingam had reservations regarding final conclusions as an  
37 action plan. It was agreed to discuss this more in the future.
- 38 • Scott Heath, LW Packard mill site Brownfields project: NHDES approved the Nobis Engineering  
39 scope of work and budgeting for the subsurface investigation at former LW Packard Mill site. LRPC  
40 also approved the hazardous material survey. DES needs to receive this report from Nobis by October  
41 31, 2017. Expectations are that work can start sometime in August. This project is a first step towards  
42 revitalizing this area and promoting economic development in Ashland.
- 43 • Town Office building fire alarm system: Mango Security received contract, will order parts and  
44 schedule installation in coming weeks. This is Phase one of the project.

- 1 • Town of Ashland Appreciation Day, 9/11/17: Committee met and ordered a memorial stone for  
2 \$249.00. Discussion followed regarding specifics of fundraising and reimbursements. Heritage  
3 Commission will be supplying the food.  
4 **MOTION:** By Vice Chair Lamos  
5 *Up to \$500 to come out of Building Maintenance Fund line of the operating budget to fund Town of*  
6 *Ashland Appreciation Day.*  
7 **SECOND:** By Selectman Sharps  
8 **VOTE:** 5-0  
9 **MOTION PASSED**  
10 Discussed whether it was appropriate for Board to make a donation towards cost of the plaque.  
11 **MOTION:** By Selectman Sharps  
12 *Cost of the plaque (\$249.00) to come out of Executive General Expense line of operating budget.*  
13 **SECOND:** By Vice Chair Lamos  
14 Discussion regarding spirit of this volunteer day and any conceived conflicts regarding funding.  
15 **MOTION:** By Selectman Sharps  
16 *Move the question.*  
17 **SECOND:** By Vice Chair Lamos  
18 **VOTE:** 4-1  
19 **MOTION PASSED**  
20 • Town Telecommunications: Board approved contract with First Light to install fiber optic cable.  
21 First Light walkthrough on July 18, 2107. Installation is expected to begin within the next three  
22 weeks.  
23 • Town Office building maintenance: In June the Board approved Phase one of installation of fire  
24 alarm system. Met with historical window repair companies for estimates and consultation on  
25 repairing windows. Not a lot of possibilities for upgrading the windows received at this time.

26  
27 **NEW BUSINESS**

28 **Certified Computer Solutions contract renewal:** TA Smith went over network equipment proposal to  
29 improve Police Department's telephone system. Proposal is for \$2,021.83 and will provide split data and  
30 telephone network equipment. Conversation followed on the merits of soliciting competing bids or staying with  
31 a company that has experience with our system.

32 **MOTION:** By Vice Chair Lamos

33 *To approve the proposal from Certified Computer Solutions for the installation of split data-telephone*  
34 *networks, and for networking equipment at the Town Office building-Police Department side. To be*  
35 *taken out of General Government Building Repair/Replace Upgrade line (01-4194-10-611).*

36 **SECOND:** By Selectman Sharps

37 Discussion followed regarding proposal

38 **VOTE:** 4-1

39 **MOTION PASSED**

40 **Town Office building soffit repairs:** Walk around of outside of Town Office building revealed that there is a  
41 need of repair and maintenance for the soffits.  
42  
43

1 **MOTION:** By Selectman Sharps  
2 *To approve RFP to get proposal from contractors to evaluate repair of rotting soffits.*

3 **SECOND:** By Vice Chair Lamos

4 **VOTE:** 4-0-1

5 **MOTION PASSED**

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7 **SELECTBOARD ITEMS**

- 8 • **Unsealing nonpublic minutes:** Options were discussed regarding the process for unsealing nonpublic  
9 minutes.

10 **MOTION:** By Selectman Sivalingam

11 *Chair, Vice Chair, and Town Administrator review the sealed minutes and bring the*  
12 *recommendations on which minutes to potentially unseal to the Selectboard in a timely*  
13 *manner.*

14 **SECOND:** By Vice Chair Lamos

15 **VOTE:** 5-0

16 **MOTION PASSED**

- 17 • **Policy on maintaining order:** Selectman Sivalingam presented protocol policy on how to handle  
18 disorderly meetings. Discussion followed regarding the reasons why Selectman Sivalingam drafted this  
19 policy. It was determined that the Selectboard follows Rules of Order therefore any Selectman can call  
20 order if they feel there is a need and can also call upon the Police Chief for assistance if necessary.

21 **MOTION:** By Chair Newton

22 *Adopt the policy on maintaining order as written.*

23 **SECOND:** By Selectman Sharps

24 **VOTE:** 1-3-1

25 **MOTION FAILED**

- 26 • **Department Head agenda policy:** Selectman Sivalingam presented policy on Department Head  
27 agenda items.

28 **MOTION:** By Selectman Sivalingam

29 *Adopt the Department Head policy order as written.*

30 **SECOND:** By Vice Chair Lamos

31 Discussion with Board and Department Heads ensued.

32 **VOTE:** 1-4

33 **MOTION FAILED**

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35 **LIASON REPORTS**

- 36 • Selectman Sharps reported on the Pemi River Local Advisory Committee meeting. They were  
37 advised that the Selectboard cannot discuss strategy regarding Northern Pass because of litigation  
38 reasons.
- 39 • Selectman Sivalingam reported on the Electric Commission meeting. Announced receipt of notice  
40 of resignation from the Superintendent. Announced resignation of Commissioner Fucarile,  
41 Commission planning to appoint a new Commissioner at next meeting.
- 42 • Chair Newton reported that there is an Economic Development Meeting tomorrow night. They  
43 are planning on meeting with LRPC.  
44

1 **PUBLIC COMMENT**

2 No public comment.

3 There being no other business, Selectman Sivalingam made **Motion to go into Non-Public Pursuant to RSA**  
4 **91-A:3, II (a) at 8:55 PM.** Selectman Sharps seconded. All in favor 5-0 **Roll Call Vote:** Lamos, yes;  
5 Sivalingam, yes, Barney, yes, Newton, yes, Sharps, yes.

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7 Respectfully submitted,

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10 Wendy Smith  
11 July 27, 2017

DRAFT

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3 **ASHLAND BOARD OF SELECTMEN**  
4 **MEETING MINUTES**  
5 **MONDAY, JULY 31<sup>ST</sup>, 2017**  
6 **ASHLAND TOWN OFFICE BUILDING**  
7 **8:30 AM**

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9 The Board of Selectmen convened for a Monday morning meeting to review the Public Works Director and  
10 Foreman job descriptions, and address any other items presented before the board. Chairman Newton called the  
11 meeting to order at 8:31 AM. Present: Chairman Fran Newton, Vice Chair, Harold Lamos, Selectman Tejasinha  
12 Sivalingam. Selectmen Sharps and Barney were absent. Also present was Town Administrator Charles Smith.

- 13  
14 1. Board of Selectmen had a brief discussion about their evening joint meeting with the Budget Committee.  
15  
16 2. As an example, the Board of Selectmen reviewed and discussed the job descriptions from other towns for  
17 possible revisions to the town's Public Works Director position. Board of Selectmen present made a few  
18 revisions as consideration with the entire board before adopting the job description. Selectman Sivalingam  
19 expressed concerns over the education requirements for the position. Board determined a starting salary  
20 range for the position should be between \$52,000 and \$53,432.  
21  
22 3. Board members started the review of the Public Works Foreman job description.

23  
24 Selectman Lamos made a motion to go into non-public session pursuant to RSA 91-A:3, II (a) at 9:12 AM.  
25 Chairman Newton seconded. Roll Call Vote: Lamos, yes; Newton, yes, Sivalingam, No.  
26 Left non-public at 9:26 AM.

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28 The board adjourned their meeting at 9:50 AM.

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30 Respectfully submitted,

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32 Charles Smith  
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**ASHLAND BOARD OF SELECTMEN**  
**MEETING MINUTES**  
**MONDAY, JULY 31<sup>st</sup>, 2017**  
**ASHLAND FIRE STATION**  
**7:00 PM**

Chairman Newton called the meeting to order at 7:00 PM with a roll call. Chairman Fran Newton, Selectmen Tejasinha Sivalingam, Casey Barney, Leigh Sharps, and Vice Chairman Harold Lamos, all present. Others present: Town Administrator Charles Smith.

11     •   **JOINT MEETING WITH THE BUDGET COMMITTEE**

- 12         ○ Thompson St/Smith Hill Rd. reconstruction project:
  - 13             ▪ Chairman Newton opened the meeting with the committee by starting a conversation
  - 14             on how to move the Thompson St./Smith Hill Rd. project forward if the warrant
  - 15             article is defeated again next year? Budget Committee Chair Jeanette Stewart
  - 16             recommended writing separate warrant articles that coincide with repairing each street
  - 17             in the project. Another option considered was writing a warrant article that would
  - 18             allow for the use of Capital Reserve Funds if the bond article failed again. Consensus
  - 19             among the members was the project cannot move forward and will not be completed
  - 20             without town approval.
  - 21             ▪ Selectman Lamos initiated discussion about other options on how to have the road
  - 22             paved. Members continued the discussion about how to repair the water runoff and
  - 23             the drainage issues in this area of town.
- 24         ○ The Board of Selectmen and Budget Committee concluded their session with the possibility of
- 25         having future joint meetings.

27     •   **Department of Public Works Director and Foreman job descriptions**

- 28         ○ The Board of Selectmen continued their discussion from the morning meeting about revisions
- 29         to the Public Works Director and Foreman job descriptions. Selectmen absent from the
- 30         morning meeting reviewed the suggested revisions from the members present. Board
- 31         members talked about the CDL requirement for the Foreman position and education
- 32         requirements. Selectman Sivalingam expressed strong reservations about a High School
- 33         diploma requirement for both positions. Selectman Sivalingam felt the job requirements of the
- 34         positions could be completed without the education requirement.

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36     **MOTION:** Selectman Sharps

37     *To approve the DPW Director job description as amended*

38     **SECOND:** Selectman Barney

39     **VOTE:** 4-1

40     **MOTION PASSED**

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42     **MOTION:** Selectman Barney

43     *To approve the DPW Foreman job description as amended*

44     **SECOND:** Selectman Newton

45     **VOTE:** 3-2

46     **MOTION PASSED**

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- Open DPW Director position: the Board of Selectmen decided to post the Director position internally for five days before posting to the public with the expectations of having applicants be received by August 31<sup>st</sup>, 2017. Board also voted to have the Interim Director be paid at the Foreman hourly wage until the position was filled.

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**MOTION:** Selectman Sharps

*To approve the interim DPW Director be compensated at the same wage as the Foreman until the Director position has been filled*

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**SECOND:** Selectman Newton

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**VOTE:** 5-0

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**MOTION PASSED**

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- **Other Business:** the Board of Selectmen reviewed the decision made by the Grafton Superior Court between the Town of Ashland Electric Department/Commissioners v. Trustees of the Trust Funds for the Town of Ashland. The court determined the Electric Department's Capital Reserve Fund should be dissolved with the funds returned to the department based on the improper setup of the CRF. Also, the request for reimbursed attorney fees was denied. Upon receipt of this decision the board moved forward with payment of the TOTF attorney fees.

21

**MOTION:** Selectman Sivalingam

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*To pay the legal fees for the Ashland Trustees of Trust Funds regarding the suit v. the Ashland Electric Department and Commissioners*

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**SECOND:** Selectman Lamos

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**VOTE:** 5-0

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**MOTION PASSED**

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There being no other business, Selectman Lamos made a **Motion to go into Non-Public Pursuant to RSA 91-A:3, II (a) at 7:50 PM.** Selectman Sivalingam seconded. All in favor 5-0 **Roll Call Vote:** Lamos, yes; Sivalingam, yes, Barney, yes, Newton, yes, Sharps, yes.

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Board of Selectmen adjourned their meeting at 8:44 PM.

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Respectfully submitted,

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Charles Smith  
August 1, 2017

**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 7-31-2018**

**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.

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

**TERM OF AGREEMENT: 1 Years**

This Agreement is for a period of {1} 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

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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 3<sup>rd</sup> 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 3<sup>rd</sup> 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

3<sup>rd</sup> 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



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

I-93 Bridge Painting, Meredith-New Hampton-Ashland 41295

Meredith I-93 NB, SB over NH 132
New Hampton Pinnacle Hill Road over I-93 NB, SB
New Hampton I-93 NB, SB over NH 132
Ashland I-93 NB, SB over Collins St, Squam River

Bureau of Bride Design
Tel. 603-271-2371, Fax -2759

July 27, 2017

Mr. Charles Smith
Town Administrator
Ashland Town Office
20 Highland Street
Ashland, NH 03217
Tel. 603-968-4432

Dear Mr. Smith,

Arrangements have been made with the Town of Ashland to schedule a combined Public Officials / Public Informational Meeting for the Department to briefly present and discuss the proposed project to paint I-93 bridges within the Town.

The meeting is scheduled for MONDAY, AUGUST 7, 2017 AT 6:30 P.M. during the regularly scheduled Board of Selectmen meeting at the Ashland Fire Department, 9 Main Street, Ashland, NH.

The purpose of this meeting is to present public officials and interested citizens with information regarding the proposed project and to solicit input in order to ensure that project decisions meet public transportation needs, community goals, and protect and enhance the environment.

We request that you post a notice of the meeting to assure compliance with the State's Right-to-Know Law and to inform the general public. We have attached a sample meeting notice for that purpose.

Please find attached a "Bridge painting-Fact Sheet" and Location Map(s) for your use.

Sincerely,

[Handwritten signature of Jerry S. Zoller]

Jerry S. Zoller, P.E.
Project Engineer

JSZ/j

Enclosures

cc via email:

- Executive Councilor Joseph Kenney Joseph.Kenney@NH.gov
NH Senator Bob Giuda Bob.giuda@leg.state.nh.us
NH Representative Robert Hull Robert.hull@leg.state.nh.us
NH Representative Stephen Darrow Stephen.darrow@leg.state.nh.us
Lakes RPC, Jeff Hayes jhayes@lakesrpc.org
NHDOT District 3, Alan Hanscom Alan.Hanscom@dot.nh.gov



**NOTICE OF PUBLIC OFFICIALS /  
PUBLIC INFORMATIONAL MEETING**

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**I-93 Painting, Meredith-New Hampton-Ashland  
Project No. 41295**

***THE PROJECT INVOLVES PAINTING STEEL BRIDGES***

*Meredith I-93 NB, SB over NH 132*

*New Hampton Pinnacle Hill Road over I-93 NB, SB*

*New Hampton I-93 NB, SB over NH 132*

*Ashland I-93 NB, SB over Collins St, Squam River*

The project involving bridges in Ashland will be presented at

**ASHLAND FIRE DEPARTMENT**

9 Main Street, Ashland, NH

during a regularly scheduled meeting of the

**BOARD OF SELECTMEN**

**Monday, August 7, 2017**

**6:30 p.m.**

The purpose of this meeting is to present public officials and interested citizens with information regarding the proposed project and to solicit input in order to ensure that project decisions meet public transportation needs, community goals, and protect and enhance the environment.

NHDOT assures that this project will be administered according to the requirements of Title VI of the Civil Rights Act of 1964 and all related statutes to ensure nondiscrimination.

**THE PUBLIC IS INVITED AND ENCOURAGED TO ATTEND**

**I-93 Painting, Meredith-New Hampton-Ashland 41295**



**I-93 Bridge Painting 'Fact Sheet'**  
**Project 41294 Northfield-Sanbornton**  
**Project 41295 Meredith-New Hampton-Ashland**

**Proposed work:** The Department proposes with two contracts to paint 13 state-owned steel beam bridges on or over Interstate 93, as shown on the (attached) Location Maps, along a 13-mile stretch between Northfield Exit 19 (photo 1) and Ashland Exit 24. The work requires lane closures on the roadway under each bridge, as well as environmental protection and compliance with lead-bearing paint (LBP) removal regulations. The contracted work is low-bid.

**Time Frame:** Both projects are scheduled to advertise in Sept 2017. The date of completion is Oct 2018, assuming the work will be performed in 2018. Lane closures will be limited at individual I-93 NB/SB sites to 4-5 weeks.

**Bridges:** Twelve of the bridges are paired NB/SB at six sites. There is an I-93 overpass (photo 2). The 1960's-era bridges over local roads are three-spans with lengths ranging from 100-180 feet (photo 1, 3). All steel beams will be repainted on all bridges. The roadways under each bridge can accommodate a lane closure and maintain one-way alternating two-way traffic.

**Work zone:** There are few or no available off-road areas from which to stage the work, therefore, support equipment and work activities will operate from a temporary lane closure work zone in the roadway under each bridge.

**Traffic Impacts:**

- On low-volume local roadways the lane closure will remain in place 24/7 and one-way alternating two-way traffic will be maintained with temporary signals;
- At Exit 19 the lane closure will be in place during daytime hours only and one-way alternating two-way traffic will be maintained with flaggers.
- The work at the I-93 overpass and at Exit 19 requires the use of truck-mounted rapid deployment units (photos 4, 5) during daytime work hours. The equipment will drive away at the end of each days work shift and a normal traffic configuration on an open roadway will be restored.
- The speed limit on I-93 during overpass work over the NB/SB lanes will be reduced from 70 to 60 mph during the daytime work shift.
- Traffic at each bridge site will be maintained for that site, as directed, using an appropriate combination of signs, warning devices, flaggers, temporary signals, and uniformed officers with vehicles.

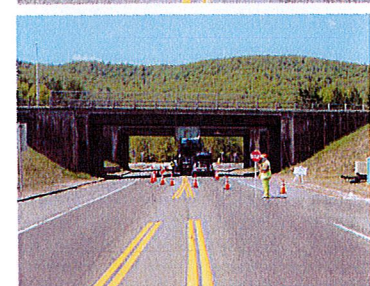
**Right of Way:** All proposed work will be performed at each bridge location within the State's Right of Way.

**Containment:** All lead-bearing paint chips, abrasive debris, and dust generated during paint removal operations will be contained and collected within sealed, air-tight enclosures to protect the environment, the public, and adjacent properties (photo 5, 6).

**Work Hours:** Work involving high noise machinery may only operate between 7:00 am and 7:00 pm daily, unless approved otherwise.

**Painting:** All steel bridge beams will be blast cleaned and repainted with three coats of a non-lead, high-performance paint used on many NH bridges. The finish color will be dark brown.

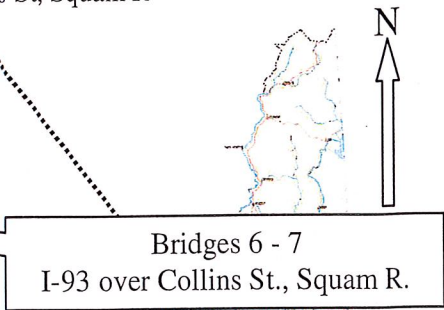
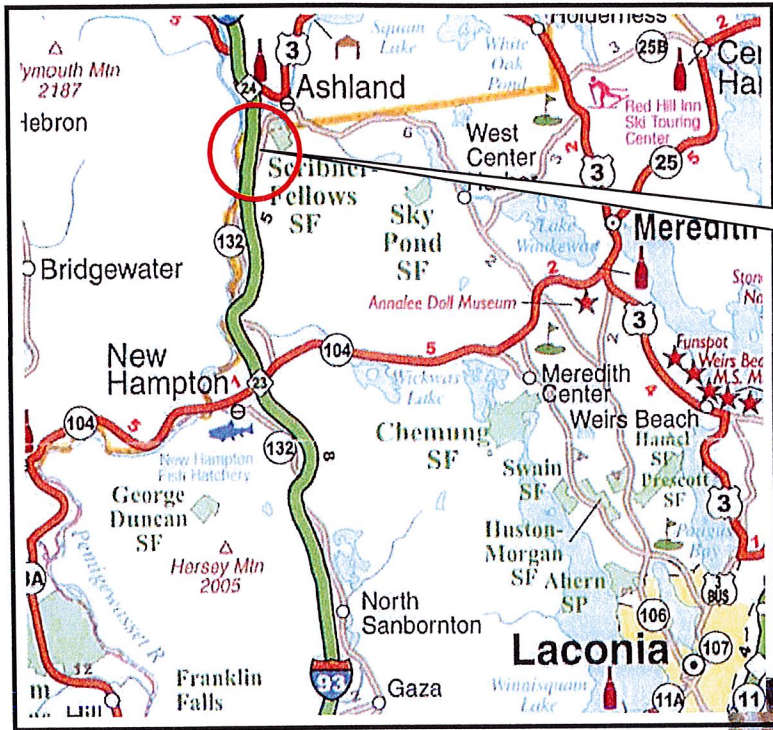
**Qualification:** Contractors are pre-qualified and certified for large industrial and lead-containing paint removal projects. All cleaning and painting is subject to Department quality assurance inspection and approval.



# I-93 Bridge Painting 41295, Meredith-New Hampton-Ashland

#6 Ashland Br. No. 089/050 I-93 NB over Collins St, Squam R

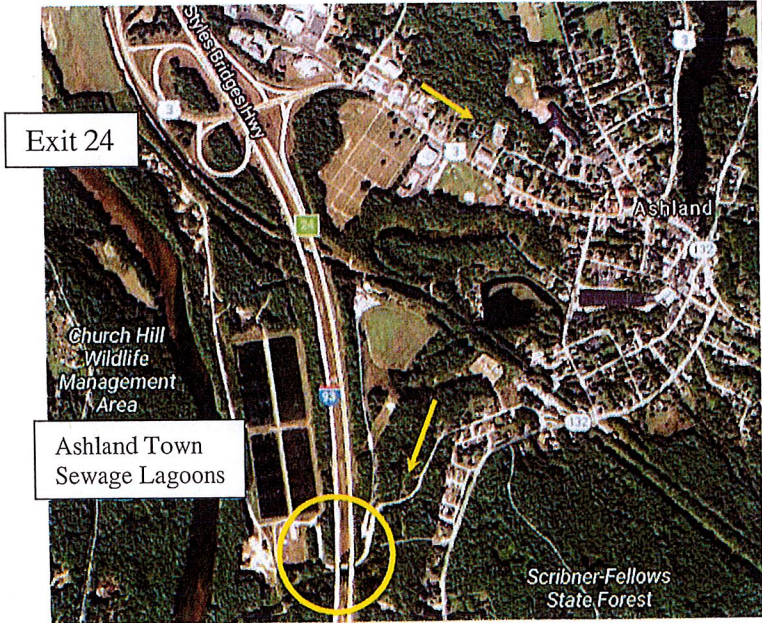
#7 Ashland Br. No. 088/050 I-93 SB over Collins St, Squam R



Bridges 6 - 7  
I-93 over Collins St., Squam R.

Each bridge is two-span steel beam bridge 179 ft long.

Located about two miles off Exit 24 heading east on US 3, south on NH 132, then turning onto Collins St.



## Location Map





TOWN OF ASHLAND  
CITIZEN INQUIRY FORM

PO BOX 517 - ASHLAND, NH 03217

Name	Tejasinha Sivalingam
Street Address	9 Pine Arden Drive #66 Ashland NH 03217
Mailing Address	PO Box 1047 Ashland NH 03217
Telephone/Email	603-960-4127; EffulgentLion@gmail.com

Property Owner	
Property Address	
Tax Map #	

Nature of alleged complaint/violation:

see attached additional sheet.

RECEIVED

AUG 04 2017

BOARD OF SELECTMEN

[Please print and attach additional sheet if necessary]

Tejasinha Sivalingam  
Applicant Signature

August 4, 2017  
Date

Remainder of form to be completed by Town Officials

Referred to for Response/Action - Date

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Assessing          | <input type="checkbox"/> Public Works       | <input type="checkbox"/> Water/Sewer |
| <input type="checkbox"/> Board of Selectmen | <input type="checkbox"/> Land Use           | <input type="checkbox"/> Electric    |
| <input type="checkbox"/> Finance            | <input type="checkbox"/> Library            | <input type="checkbox"/> Welfare     |
| <input type="checkbox"/> Fire Department    | <input type="checkbox"/> Police Dept        | <input type="checkbox"/> Other       |
| <input type="checkbox"/> Health Officer     | <input type="checkbox"/> Town Administrator |                                      |

I submit this petition for redress as a private citizen and resident, and speak solely for myself and no other.

The New Hampshire Constitution Bill of Rights reads in part, "But no part of a man's property shall be taken from him, or applied to public uses, without his own consent, or that of the representative body of the people." (Article 12)

The United States Constitution Bill of Rights reads in part, "...nor shall private property be taken for public use without just compensation." (Amendment V)

I am concerned that the long standing displacement of water, at the lower portion of Smith Hill Road, onto the private property of residents has in essence taken and applied private property for public uses. That is to say, I am concerned private property has become a public use watercourse, for the purpose of diverting water that should otherwise be managed on public property. Further, I am concerned that if this is true that the property owners have not been justly compensated.

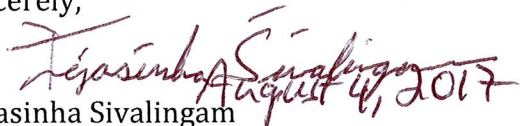
As "This Constitution...shall be the supreme Law of the Land..." (Article VI, US Constitution); it may be reasonable to assert that regardless of the restrictions of state law, such as the "no means no" statute, the Town of Ashland has a Constitutional mandate to grant relief of a potential Civil Rights infringement. Such consideration is for the general good, because if one citizen's rights are imposed upon without discussion, then those of others might be as well.

In summary, I would like to know:

- 1) Has the Town of Ashland taken and applied private property for public uses? If not please substantiate.
- 2) If the Town of Ashland has taken private property for public uses, has it offered due process? If so please substantiate.
- 3) If the Town of Ashland has taken and applied private property for public uses, and has done so with due process, has the town also offered just compensation to the owners? If so please substantiate.

Thank you for your prompt attention in this matter.

Sincerely,

 Tejasinha Sivalingam  
August 4, 2017

Tejasinha Sivalingam  
citizen resident  
9 Pine Arden Drive  
Ashland, NH 03217