

**ASHLAND BOARD OF SELECTMEN
REGULAR MEETING
MONDAY, DECEMBER 4TH, 2017
ASHLAND ELEMENTARY SCHOOL LIBRARY
6:30 PM**

- I. PLEDGE OF ALLEGIANCE**
- II. CALL TO ORDER**
- III. PUBLIC COMMENT (Agenda items only)**
- IV. APPROVAL OF MINUTES**
 - a. BOS meeting(s); 11/20
- V. CONSENT AGENDA**
 - a. Weeks of:
 - i. November 20, 2017
 - 1. Account payables: \$174,201
 - 2. Payroll manifest: \$15,750
 - ii. November 27, 2017
 - 1. Payroll manifest: \$14,732
- VI. DEPARTMENT HEAD(S)**
 - a. Town Clerk/Tax Collector
 - i. Assessing and tax program upgrade
 - ii. Sanders Searches title contract
- VII. OLD BUSINESS**
- VIII. NEW BUSINESS**
 - a. Ashland Economic Development Committee meeting report
 - b. 2018 Warrant – BOS DRAFT
- IX. SELECTBOARD ITEMS**
 - a. Rights based ordinances
 - b. Yield Tax Levy
- X. PUBLIC COMMENT (Agenda items only)**
- XI. NON-PUBLIC SESSION (If needed)**
- XII. ADJOURNMENT**

Posted on 12/1/2017 at the Town Office building and town website

The Ashland Board of Selectmen reserve the right to enter nonpublic session when necessary according to the provisions of RSA 91-A. Any person with a disabling condition who wishes to attend this public meeting and needs to be provided reasonable accommodations to participate, please contact the Ashland Town Office at 603-968-4432 so accommodations can be made. It is asked that such requests be made with prior notice.

1 **ASHLAND BOARD OF SELECTMEN MEETING MINUTES**
2 **WORK SESSION**
3 **MONDAY, NOVEMBER 20, 2017**
4 **ASHLAND ELEMENTARY SCHOOL LIBRARY**
5 **6:30 PM**

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

11
12 **PLEDGE OF ALLEGIANCE**

13
14 Upon the opening of the meeting, Chair Newton expressed the Board of Selectmen's condolences to the Hughes
15 family on the passing of John Hughes.

16
17 **PUBLIC COMMENT**

18 There were no public comments on agenda items at this time.

19
20 **APPROVAL OF MINUTES**

21 **November 6, 2017-** Amendments: Pg. 3, ln. 5 replace word "She" with "The Heritage Commission".

22
23 **MOTION:** By Selectman Sharps

24 *Approve the minutes of November 6, 2017 as amended.*

25 **SECOND:** By Vice Chair Lamos

26 **VOTE:** 3-0-1 (Yes: Newton, Sharps, Lamos; Abstained: Barney)

27 **MOTION PASSED**

28
29 **CONSENT AGENDA**

30 Signed by Selectmen:

- 31 a. Payroll Manifest from week of 11/13/17.

32
33 **DEPARTMENT HEADS**

34 **Fire Department:** Chair Newton read Purchase Request from Chief Heath for replacement of four sets of
35 Minitor VI pagers with a five year warranty for a total of \$1,740.00. Cost of repairing the aging pagers would
36 be \$523.00 and parts are getting difficult to find.

37
38 **MOTION:** By Vice Chair Lamos

39 *Approve Chief Heath's request to purchase 4 Minitor VI pagers for \$1,740.00 with a 5 year warranty, funding*
40 *from the Equipment Maintenance line (01-4220-10-630).*

41 **SECOND:** By Selectman Sharps

42 **VOTE:** 4-0 (All in favor)

43 **MOTION PASSED**

44
45 **Department of Public Works:** DPW Director Moore received three quotes for a new snowplow for the F550.
46 The lowest quote, which was also from a local supplier, was for \$6,884.00. The plow is a new style which will
47 rectify problems found with the existing plow. The cost of the plow would be allocated to the Street
48 Improvement line which has a balance of \$8,623.00 according to Director Moore.

1 **MOTION:** By Vice Chair Lamos
2 *Approve DPW Director Moore's request for \$6,884.00 for new plow to be funded by the Street Improvement*
3 *line (01-4312-10-730).*
4 **SECOND:** By Selectman Sharps
5 **VOTE:** 4-0 (All in favor)
6 **MOTION PASSED**

7
8
9 **OLD BUSINESS**

10 **Ashland 150th Celebration Committee Update:** Jane Sawyer, Chair submitted a written update on the status
11 of the planning for the 150th Celebration. She requested that the Sesquicentennial logo be included on the front
12 of the upcoming Town Report.

13
14 **MOTION:** By Selectman Sharps
15 *Approve Chair Sawyer's request for the Sesquicentennial logo to be included on the front of the upcoming*
16 *Town Report.*
17 **SECOND:** By Selectman Barney
18 **VOTE:** 4-0 (All in favor)
19 **MOTION PASSED**

20
21 Chair Sawyer also requested that the 150th Celebration Schedule be included in the upcoming Town report.

22
23 **MOTION:** By Selectman Sharps
24 *Approve Chair Sawyer's request for the 150th Celebration Schedule to be included in the upcoming Town*
25 *report.*
26 **SECOND:** By Vice Chair Lamos
27 **VOTE:** 4-0 (All in favor)
28 **MOTION PASSED**

29
30 Various events on the schedule were discussed. Vice Chair Lamos asked about parking during the street dance
31 on Pleasant Street and it was agreed that parking could take place at St. Agnus Church, at the bank, and other
32 available parking lots. It was also agreed that barriers should be placed to prohibit travel on Hill Avenue due to
33 safety concerns. Chair Sawyer requested permission to send letters to abutters of the area where the street dance
34 will occur.

35
36 **MOTION:** By Selectman Barney
37 *Approve Chair Sawyer's request to send letters to abutters of the area where the street dance will occur.*
38 **SECOND:** By Selectman Sharps
39 **VOTE:** 4-0 (All in favor)
40 **MOTION PASSED**

41
42 The band "Just Because" has been hired to play at the ballpark after the parade. Chair Sawyer requested approval
43 of the contract from "Just Because".

44
45 **MOTION:** By Selectman Sharps
46 *Approve Chair Sawyer's request of the contract from the band "Just Because".*
47 **SECOND:** By Vice Chair Lamos
48 **VOTE:** 4-0 (All in favor)
49 **MOTION PASSED**

50

1 Chair Sawyer went over the views of the Ashland 150th Celebration Committee and confirmed that the cost of the
2 police and fire departments could not come out of the Patriotic Account because the event is not considered to be
3 an event which qualifies for those funds. She also presented a summary on the 150th Committee's views on the
4 proposed "Squamstock" event and asked that the event not occur before or during the week of the 150th events.
5

6 **Ashland Heritage Commission:** Chair Newton read a statement from the Heritage Commission regarding their
7 vote to discontinue the Fourth of July Committee as a subcommittee of the Heritage Commission. Chair Newton
8 thanked the previous 4th of July Committee members for all they did and will send a formal thank you to them.
9

10 **MOTION:** By Selectman Sharps

11 *Approve Heritage Commission's request to decorate the Town Hall for the holiday season.*

12 **SECOND:** By Vice Chair Lamos

13 **VOTE:** 4-0 (All in favor)

14 **MOTION PASSED**

15
16
17 **Project List:**

18 NDOT – Transportation Alternatives Program (TAP) Grant (Rt. 3/25 sidewalk project): The Board of
19 Selectmen selected KV Partners as the engineering consultant and the Town will be negotiating a contract
20 with them. Scope of work was sent to NHDOT and approved.

21 Thompson Street/High Street/Smith Hill Road Reconstruction; Water and Sewer Replacement:

22 TA Smith attended a State Revolving Fund (SRF) workshop on 11/20/17. Workshop went over
23 next steps to be taken if warrant article is approved by the Town.

24 Geographic Information System (GIS) Mapping: Received quote from CAI Technologies which
25 spreads the cost of the project over three years. Will be discussed further when warrant is
26 prepared.

27 LW Packard Mill Site Brownfields project: Building materials survey was completed, results will
28 be sent for review. Groundwater sampling has been postponed due to the high amount of rain in
29 October. Chair Newton read note from Tim Andrews of Nobis Engineering. Soil sampling
30 resulted in no exceedances except for one sample with arsenic levels (12 ppm) slightly exceeding
31 the soil standard of 11 ppm. Arsenic occurs naturally in New Hampshire, therefore due to the
32 absence of any other exceedances this does not appear to be a significant concern.

33 Town Buildings Telecommunications: First Light installed modem which needs to be moved due to its
34 loudness. It will be moved on Wednesday, 11/22/17.

35 Lakes Region Planning Commission (LRPC) Culvert Analysis: Town received the culvert
36 assessment report from LRPC and forwarded it to the BOS and the Land Use boards. The road
37 assessment portion is scheduled for completion for the end of December.

38 Ashland Electric Department building: Primex will be assessing the building to add to the insurance
39 payroll.

40 Whipple House: Lease agreement is set to automatically renew in December.
41

42 **Letter of Support for Kathleen DeWolfe's Appointment to the Zoning Board:** Chair Newton read Walter
43 Durack's letter of support for Kathleen DeWolfe's appointment to the Zoning Board and then read Selectman
44 Sivalingam's response to Mr. Durack's letter. Selectman Sharps read her written statement and discussion
45 followed regarding the matter. Chair Newton offered an apology to Kathleen DeWolfe and Mardean Badger.
46

47 **NEW BUSINESS**

48 Ashland Sewer Department-Construction of new septage receiving building: David Toth, Water & Sewer
49 Commissioner, gave an update on the construction of the new septage receiving building. The Board received

1 copies of the Design Basis Report. Discussion followed regarding the design and function of the receiving
2 building. There are positive safety, environmental, and financial advantages in building the receiving building.
3 The Department of Transportation and Department of Environmental Services did not have any opposition to the
4 project. Chair Newton read the Ashland Planning Boards observations on the project. The Planning Board noted
5 that the proposed building is not in compliance with the appropriate back setback of 25' in the Industrial Zone as
6 required by current Zoning Ordinance. The building replaces the current grandfathered building which has not
7 been documented as a concern by the abutter, NHDOT.

8
9 **MOTION:** By Selectman Sharps
10 *Wave 25' setback for new septage receiving building.*

11 **SECOND:** By Vice Chair Lamos

12 **VOTE:** 4-0 (All in favor)

13 **MOTION PASSED**

14
15 Further discussion followed on revenues generated and other aspects of the building. DPW Director Moore asked
16 for notification from the Water and Sewer Department when paving takes place. While the paving equipment is
17 there, it may be possible and more cost effective for the Town to have the crumbling road near the bridge paved
18 as well.

19
20 **MOTION:** By Selectman Sharps

21 *Approve plans for septage receiving building to be built on Town land.*

22 **SECOND:** By Vice Chair Lamos

23 **VOTE:** 4-0 (All in favor)

24 **MOTION PASSED**

25
26 Chair Newton read a memo from Selectman Sivalingam which stated that all matters concerning the Ashland
27 Water and Sewer Commission's proposed construction of a new septage receiving station would be best decided
28 upon by the voters as warrant article(s) this coming March. He encouraged the Board to formulate and support a
29 motion to send the septage receiving station item, including all relevant details, to warrant article(s). It was
30 decided that a motion could not be made by a selectman who was not present.

31
32 **SELECTBOARD ITEMS**

- 33 • **Deliberative Session:** It was brought forth to change the start time of the Deliberative Session to 10:00
34 AM instead of 1:00 PM. Chief Randall stated that the time was later for the citizens who work until
35 12:00 on Saturdays. A compromise of 12:00 PM was agreed upon.

36
37 **MOTION:** By Selectman Sharps

38 *Start the Deliberative Session at 12:00 PM.*

39 **SECOND:** By Vice Chair Lamos

40 **VOTE:** 4-0 (All in favor)

41 **MOTION PASSED**

- 42
43 • **Ashland Economic Development Committee Summit sponsorship – Meredith Village Savings**
44 **Bank (MVSB):** The Economic Development Committee Summit will be taking place next Wednesday,
45 11/29/17 from 10:00 AM to 12:00 PM, a light lunch will be served. This is a brainstorming event and
46 not a public meeting, reports will be provided to the public. The Department of Environmental Services
47 and other factions have been invited to discuss the redevelopment of the LW Packard Mill. MVSB has
48 donated \$200.00 in a check to the Town for the cost of refreshments. The donation is considered
49 unanticipated revenue and will have to be deposited and funds then taken out of the general fund.
50 Discussion on how donations are made to the Town followed.

1 **MOTION:** By Selectman Sharps
2 *Expend \$200.00 to the Economic Development Committee for refreshments for the Economic*
3 *Development Committee Summit.*
4 **SECOND:** By Vice Chair Lamos
5 **VOTE:** 4-0 (All in favor)
6 **MOTION PASSED**

7
8
9 **LIAISON REPORTS**

- 10 • Selectman Sharps reported on Heritage Commission meeting which took place last week. The
11 Commission has a new table banner for events and a home photo project was discussed. LCHIP
12 grant for the Town Hall publicity is being worked on and the Commission is starting on the annual
13 report for the Town Report. Various places were decorated for the holidays this past Saturday.
14 Selectman Sharps thanked all the volunteers for their time. Christmas Night in Ashland will take
15 place on 12/1/17.
16 • Vice Chair Lamos reported on Budget Committee which took place last week. Fourth of July
17 Committee met and had a good meeting as well. The Fourth of July is planning on submitting their
18 budget and Rules and Procedures to the BOS soon.
19 • Chair Newton went to the Water and Sewer Commission meeting and they are working on their
20 budget and will be submitting it to the Budget Committee.
21 • TA Smith brought up that dates need to be established to meet in order to prepare the warrant and
22 default budget. He will send out an email to discuss availability.

23
24 **PUBLIC COMMENT**

25 There were no public comments on agenda items at this time.

26
27 There being no other business, Vice Chair Lamos made **Motion to adjourn at 7:35 PM.** Selectman Sharps
28 seconded. **All in favor.**

29
30
31 Respectfully submitted,

32
33
34 Wendy Smith
35 November 22, 2017



**Town of Ashland
Board of Selectmen
Agenda Report
November 30, 2017**

To: Board of Selectmen

From: PAT TUCKER

Subject: UPGRADE TAX [BMSI] PROGRAM

Background: We have had the current tax program since the 90's.

Issue: BMSI has a new upgrade they are proposing. The installation would take place after the first of the year.

Recommended motion: Move to encumber \$975.00 from Tax Collector Expense line 01-4150-40-610 for the purpose of installing the BMSI Tax Module Upgrade.

Discussion:

Fiscal Impact: No tax impact as the funds are in the 2017 working budget.

Contract with Independent Contractor with Confidentiality Agreement

Independent Contractor agreement made on _____ (date), between **Sanders Searches, LLC** of P. O. Box 373, Newmarket, NH 03857, referred to herein as **Contractor**, and **Town of Ashland (Municipality)**, an incorporated city, town or unincorporated location organized and existing under the laws of the State of New Hampshire, with its principal office located at 20 Highland St., Ashland, Grafton County, NH 03217 (street address, city, county, state, zip code), referred to herein as **Municipality**.

Whereas, **Municipality** operates at the address set forth above, and **Municipality** desires to have the following services performed in order to comply with New Hampshire Chapter 80 laws relative to identifying mortgagees for the purpose of notification of liens and or impending deed to said **Municipality** and

Whereas, **Contractor** agrees to perform these services for **Municipality** under the terms and conditions set forth in this Contract.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Work

The work to be performed by **Contractor** includes all services generally performed by **Contractor** in **Contractor's** usual line of business, including, but not limited to, the following: searches, by property owner, of indices of the County Registry of Deeds. **Municipality** shall provide the list of properties to be searched within seven (7) days of the execution of new liens or ninety (90) days prior to the impending deed date (at least 60 days prior to notice mailing date) regarding any properties eligible for tax deeding. **Contractor** shall provide a written report to **Municipality** as soon as possible so that the deadlines for notification can be met.

2. Payment

Municipality will pay **Contractor** for the work to be performed under this Contract as specified below based upon the Projected Number of Searches requested **\$567.63**. Each Search shall be charged at the Per Parcel Search Rate below. In the event **Contractor** believes that the Contract Cap will be exceeded due to an increase in the number of required searches and/or the number of liens, **Contractor** will contact **Municipality** to discuss an amendment to the Contract Cap. Absent an agreeable modification to the Contract Cap, **Contractor** shall be entitled to stop work once the Contract Cap is met. 12% APR will be added to invoices over 30 days old.

Per Parcel Search Rate:	\$10.71
Projected Number of Searches:	53
Level of Service:	Searches ONLY
Contract Cap:	\$567.63
40% Due Upon Contract Signing:	\$227.05
Balance due within 30 days of receipt of Final Invoice	

3. Relationship of Parties

The parties intend that an independent contractor-Municipality relationship will be created by this Contract. **Municipality** is interested only in the results to be achieved, and the conduct and control of the work will lie solely with **Contractor**. **Contractor** is not to be considered an agent or employee of **Municipality** for any purpose. **Municipality** is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes **Contractor**, and the employees of **Contractor** are not entitled to any of the benefits that **Municipality** provides for **Municipality's** employees. It is understood that **Contractor** is free to contract for similar services to be performed for other Municipalities while under contract with **Municipality**.

4. Employees of Contractor

Contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the *Contractor* and his employees, servants and agents, if any.

5. Liability

Contractor will carry, for the duration of this Contract, errors and omissions insurance and proof of same shall be provided to the *Municipality* upon request. *Contractor* agrees to indemnify, defend and hold harmless *Municipality* for any and all liability or loss arising in any way out of the performance of this Contract.

6. Duration

Either party may cancel this Contract on 14 days' written notice; otherwise, the Contract shall remain in force for a term of 1 year from date of signing from the date hereof. Said notice shall be delivered in-person or by certified, return receipt mail through the United States Postal Service. Provided, however, that if the *Municipality* has provided *Contractor* with a list of property searches to be performed in accordance with this Contract prior to the issuance of any notice of cancellation, the *Contractor* shall complete the searches and provide to the *Municipality* the report thereon and the *Municipality* shall pay *Contractor* therefore. In the event of cancellation of this Contract prior to delivery of a list of properties to be searched any prepayment made by the *Municipality* to the *Contractor* shall be refunded.

7. Confidentiality

Contractor agrees that: (a) all knowledge and information that *Contractor* may receive from *Municipality* or from its employees or other *Contractors* of *Municipality*, or by virtue of the performance of services under and pursuant to this Agreement, relating to the identification of mortgagees related to liened properties such as property owner information belong to *Municipality* or to those with whom *Municipality* has contracted regarding such information; and (b) all information provided by *Contractor* to *Municipality* in reports of work done, together with any other information acquired by or as direct result of employment as a *Contractor* by *Municipality* and during the term of such employment, shall be regarded by *Contractor* as strictly confidential and held by *Contractor* in confidence, and solely for *Municipality's* benefit and use, and shall not be used by *Contractor* or directly or indirectly disclosed by *Contractor* to any person whatsoever except to *Municipality* or with *Municipality's* prior written permission. Any information considered to be public, such as the recording of executed liens at the County Registry of Deeds, shall be exempt from this clause.

8. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire.

10. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

11. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

14. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the _____ of _____, 20__.

Ashland
(Name of Municipality)

Sanders Searches, LLC


Jane Sanders, Member//Manager

*By: _____
(Printed name & Office in Municipality)

(Signature of Officer)

By: _____
(Signature of Officer & Office)

By: _____
(Signature of Officer & Office)

By: _____
(Signature of Officer & Office)

By: _____
(Signature of Officer & Office)

*Town/City Manager, Chair of Select Board, or other authorized officer

TOWN OF ASHLAND
STATE OF NEW HAMPSHIRE
2018 WARRANT – BOS DRAFT

To the inhabitants of the Town of Ashland, in the County of Grafton in said State, qualified to vote in Town Affairs:

First Session – You are hereby notified to meet for the First (Deliberative) Session of the Annual Town Meeting, to be held at the William J. Tirone Gymnasium, 27 Highland Street, Ashland, New Hampshire, on the 3rd day of February 2018, being Saturday at 12:00 pm. The First (Deliberative) Session will consist of explanation, discussion and debate of each of the following articles and will afford those voters who are present the opportunity to propose, debate and adopt amendments to each warrant article, except those articles whose wording is prescribed by state law.

Second Session – You are also notified to meet for the Second Session of the Annual Town Meeting, to elect Town Officers by official ballot and to vote by official ballot on the warrant articles as they may have been amended at the First Session, to be held at the William J. Tirone Gymnasium, 27 Highland Street, Ashland, New Hampshire on the 13th day of March 2017, being Tuesday, the polls to be open at 8:00 am and may not close prior to 7:00 pm to act upon the following:

ARTICLE 2 No Tax Impact in 2018; Estimated Tax impact for 2019 is \$0.34

[Passage of this article shall override the 10 percent limitation imposed on this appropriation due to the non-recommendation of the budget committee.]

To see if the Town will vote to raise and appropriate the sum of \$1,799,420 for the purpose of a road and utility reconstruction project on Thompson Street, High Street, and Smith Hill Road, and to authorize the issuance of not more than \$1,799,420 of bonds or notes in accordance with the Municipal Finance Act (RSA 33) and to authorize the municipal officials to issue and negotiate such bonds or notes and to determine the rate of interest thereon; Recommendations required (3/5 ballot vote).

Board of Selectmen vote
Budget Committee vote

ARTICLE 8 Estimated Tax impact for 2018 is \$0.34

To see if the town will vote to raise and appropriate the sum of Fifty-Three Thousand Five Hundred dollars (\$53,500) for the first-year payment of the four-year lease purchase agreement for fire engine as authorized by vote on March 14, 2017.

Board of Selectmen vote
Budget Committee vote

ARTICLE 9 Estimated Tax Impact \$.05

To see if the town will vote to raise and appropriate the sum of Twelve Thousand Nine Hundred and Thirty-Eight dollars (\$12,938) for the final payment of the four-year lease purchase of the Transfer Station mini loader as authorized by vote on March 10, 2015.

Board of Selectmen vote
Budget Committee vote

ARTICLE 10 Estimated Tax impact is \$0.53

To see if the town will vote to raise and appropriate the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) to be placed into the Road Improvements Capital Reserve Fund established in 2012 for the purpose of repairing roads.

Board of Selectmen vote
Budget Committee vote

ARTICLE 11 Estimated Tax impact is \$0.21

To see if the town will vote to raise and appropriate the sum of Fifty Thousand Dollars (\$50,000) to be added into the Fire Department Capital Reserve Fund established in 2013 for the purpose of repairing or purchasing fire department vehicles.

Board of Selectmen vote
Budget Committee vote

ARTICLE 12 Estimated Tax impact is \$0.15

To see if the town will vote to raise and appropriate the sum of Thirty-Five Thousand Dollars (\$35,000) to be added into the Department of Public Works Capital Reserve Fund established in 2016 for the purpose of vehicle or equipment purchase, replacement or repairs.

Board of Selectmen vote
Budget Committee vote

ARTICLE 13. Estimated Tax impact is \$0.13

To see if the town will vote to raise and appropriate the sum of Thirty Thousand Dollars (\$30,000) to be placed into the Police Department Capital Reserve Fund established in 2013 for the purpose of repairing or purchasing Police Department vehicles.

Board of Selectmen vote

Budget Committee vote

ARTICLE 14. Estimated Tax impact is \$0.11

To see if the town will vote to raise and appropriate the sum of Twenty-Five Thousand Dollars (\$25,000) to be added into the Building Maintenance and Repair Capital Reserve Fund for the purpose of maintaining and repairing all Town Buildings.

Board of Selectmen vote

Budget Committee vote

ARTICLE 15. Estimated Tax Impact is \$0.11

Shall the Town vote to raise and appropriate the sum of Twenty-Five Thousand Dollars (\$25,000) to be placed into the Ashland Library Building Capital Reserve Fund established in 2015. This article will be null and void if warrant article 3 passes.

Board of Selectmen vote

Budget Committee vote

ARTICLE 16. Estimated Tax Impact \$0.00

To see if the town will vote to raise and appropriate the sum of One Thousand Dollars (\$1,000) to be added to the Emergency Management Capital Reserve Fund for the purpose of covering expenses as needed during the activation of the towns' Emergency Operation Plan.

Board of Selectmen vote

Budget Committee vote

ARTICLE 17. LCHIP Grant

Estimated Tax Impact is \$0.03

To see if the Town will vote to raise and appropriate the sum of \$36,500 for a Town Hall Planning Study, to evaluate its physical condition and its future use, and to fund one half of this appropriation by a grant from the Land and Community Heritage Investment Program (LCHIP) in the amount of \$18,250, which has already been awarded to the Town for this purpose, with the required matching amount balance (\$18,250) to have Ten Thousand (\$10,000) come from the

Town Building Maintenance Capital Reserve Fund and Eight Thousand Two Hundred Fifty dollars (\$8,250) come from other grants and donations, if available, or from general taxation.

Board of Selectmen vote

Budget Committee vote

ARTICLE: GIS Mapping

To see if the Town will vote to establish a Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of upgrading the town tax maps to be named the Property Tax Map CRF and to raise and appropriate the sum of Thirty-Nine Thousand Three Hundred (\$39,300) to be placed into the fund and to further appoint the Board of Selectmen as agents to expend. This sum to come from the fund balance and no amount to be raised from taxation.

Board of Selectmen vote

Budget Committee vote

ARTICLE: No-means-no contingent article

Shall the Town of Ashland, if Article 2 is defeated, authorize the governing body to expend from the Road Improvements Capital Reserve Fund to repair the roads.

Board of Selectmen vote

ARTICLE: Dissolve Disability Fund

To see if the Town will vote to discontinue the Employee Disability Payment Fund created in 2002. Said funds, with accumulated interest to date of withdrawal, are to be transferred to the municipality's general fund. (Majority vote required).

Board of Selectmen vote

Budget Committee vote

ARTICLE: Rescind Municipal Budget Act

Shall the Town of Ashland rescind the adoption of the Municipal Budget Act, RSA Chapter 32?

Reason – this would result in the voters being able to review and vote on the Board of Selectmen's proposed budget. This budget would have been submitted by department head, review and amended by the Board of Selectmen and then goes directly to the voters.

Board of Selectmen vote

ARTICLE: Reduce Size of Budget Committee

Shall the Town of Ashland reduce the number of members of the Municipal Budget committee from 9 to 7 [5 elected members at large and 1 BOS representative and 1 Ashland School Board representative]? This would be effective March 2019.

Reason – history of filing for budget committee position
2017 – 3yr. term-3 positions – 1 filing
2017 - 2 yr. term -1 position – no filing
2016 – 3 yr. term – 3 positions – 1 filing
2015 – 3yr. term – 3 positions – 1 filing
2015 – 1 yr. term – 1 position – 1 filing

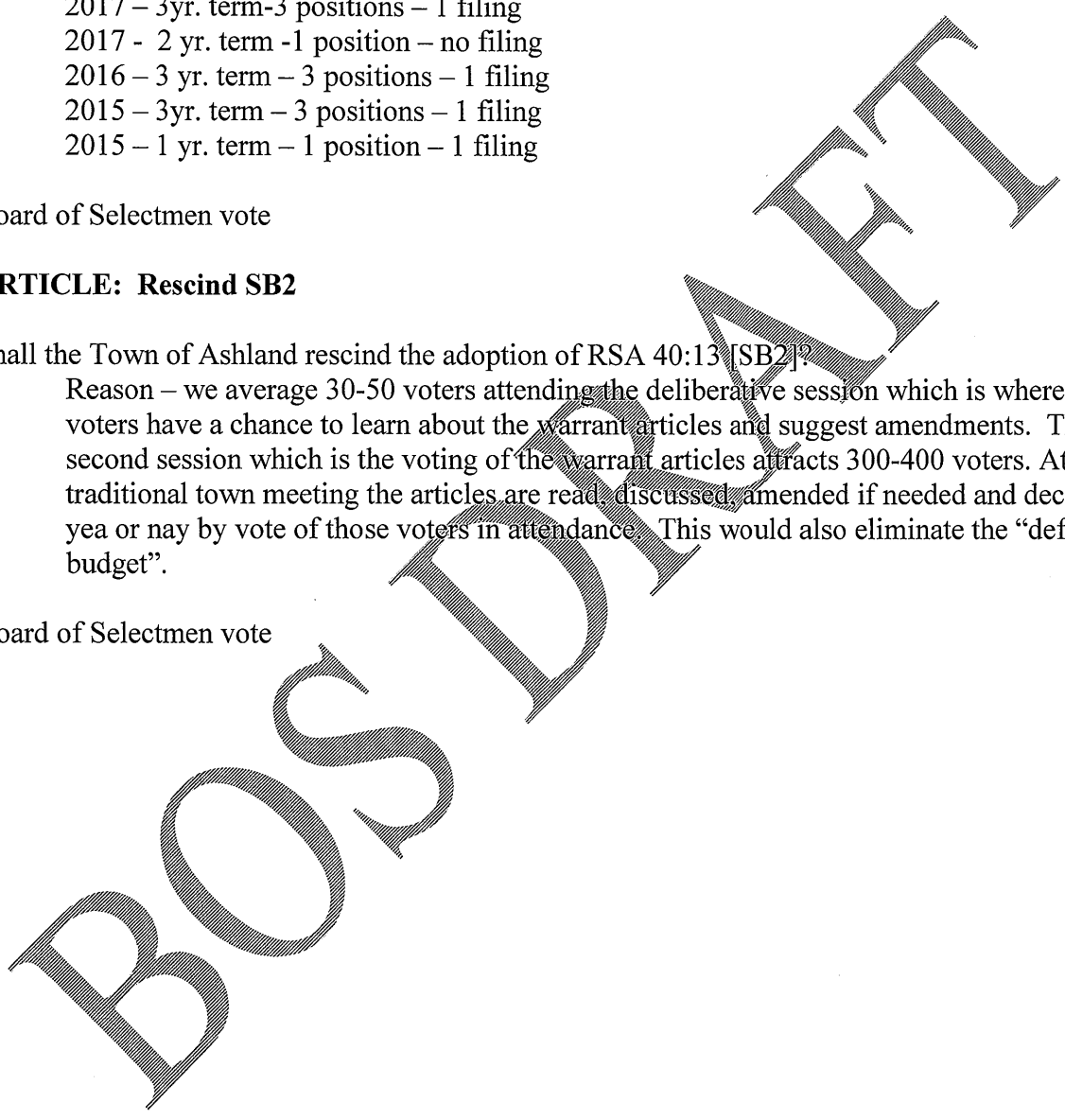
Board of Selectmen vote

ARTICLE: Rescind SB2

Shall the Town of Ashland rescind the adoption of RSA 40:13 [SB2]?

Reason – we average 30-50 voters attending the deliberative session which is where voters have a chance to learn about the warrant articles and suggest amendments. The second session which is the voting of the warrant articles attracts 300-400 voters. At a traditional town meeting the articles are read, discussed, amended if needed and decided yea or nay by vote of those voters in attendance. This would also eliminate the “default budget”.

Board of Selectmen vote



Members of the Ashland Select Board
November 20, 2017
Page Two

An important next step, before it's too late, becomes yours.

I refer you to Michelle Sanborn at: 603-524-2468, michelle@celdf.org, or *NH Community Rights Network (NHCRN)* at info@nhcommunityrights.org to get started by investing (it's free) in a work session of your Select Board and/or perhaps a community group to get an RBO properly drafted and passed at your town meeting.

Sincerely yours,



New Hampshire House of Representatives
Committee on County & Municipal Government
State House
Concord, NH 03301

Enclosure: Summary; Reasons for Ashland, Bridgewater and Bristol Select Boards to schedule an RBO workshop ASAP, but prior to December 31, 2017

cc. Michelle Sanborn, Alexandria, NH

Patricia Tucker, Town Clerk

Charlie Smith, Town Administrator

Summary; Reasons for GRAFTON 9 DISTRICT TOWNS' Select Boards to schedule a RBO workshop ASAP, but well prior to December 31, 2017 and the dates associated with 2018 warrant article deadlines.

- The Community Environmental Legal Defense Fund (CELDF) was established in 1995 as a non-profit, public interest law firm **offering free legal services to community-based organizations.**

In their Community Rights Workshop, learn:

1. How Corporations have received more rights and protections than citizens
 2. How Communities pushed back against oppressive structures to reclaim local self-governance
- **CELDF assists communities in making self-governing decisions protecting peoples' rights – by creating new laws to challenge the obstacles of existing laws that deny rights.**

As communities run up against regulations that ALLOW what citizens otherwise consider harmful and merely provide a soft voice in HOW MUCH damage can be done, they discover this is not way to PREVENT the harm.

Communities are being “sold” to the highest bidder which are contractually protected with more rights and interests above the citizenry; without RBO’s in place, citizens discover this when it’s too late, and fight a battle structured from the outset for them to lose: CORPORATE privilege subordinates local governing authority to profit-seeking individuals with Limited Liability protections and constitutional rights bestowed upon them by the courts.

- **Regulatory Fallacy describes how Regulations are used to legalize *the very harmful activities communities are attempting to stop.***
- **Know that lawyers that lobby *often become appointed to regulatory agencies* whose role is to grant permits to the very industry that once employed them.**
- **Legislatures create regulatory agencies who are not obligated to protect people, *and their jurisdiction preempts local law.***

Best example for our discussion is the NH SEC: "The SEC was *Established by the Legislature for the Review, Monitoring and Enforcement of Compliance in the Planning, Siting, and Operation of Energy Facilities*".

- Recap on a show of "Allowable Activism" reveals that **THE SYSTEM ISN'T BROKEN**, it's "FIXED" against local decision-making!
- **CELDF's STRATEGY IS FUNDAMENTALLY DIFFERENT:**

Instead of working through the normal channels of permitting and suing (where communities can spend years and end up getting the very thing they don't want), **CELDF** works to grant communities fundamental rights through a Rights Based Ordinance.

Current structure of law denies your community the ability to decide what happens.

4 legal doctrines CELDF will discuss presents your community with a final choice.

The premise is to ASSERT RIGHTS as the basis for a BAN ON HARMFUL CORPORATE ACTIVITIES - We MUST STOP accepting harm & START asserting our right to legally self-govern.

- Communities partnering with **CELDF** challenge the current structure of law, to **RECLAIM THEIR ABILITY TO DECIDE** what happens where they live.
- These RBOs ban **HARMFUL CORPORATE ACTIVITIES** when it violates rights.
- **RBO'S** allow the community to protect identified assets from being destroyed, **WHILE EXPANDING INDIVIDUAL PROPERTY RIGHTS.**
- When the *Declaration of Independence* was written, it contained concepts never before seen in governments:
 - People are BORN with Inherent and Unalienable rights, NOT Granted by a King.
 - Governments are created to PROTECT these Rights.
 - Every Government owes its existence to, and derives its power exclusively from the people that created it.
 - When Government stops PROTECTING these Rights — the people have a right and a duty to alter or abolish that Government and establish new system that DOES protect these rights.

In NH, these Concepts were Carried over into our State Constitution:

- **Article 1. – All government of Right originates from the People and is Founded in Consent**
- **Article 2. – We have Certain Rights not Granted to Us by Government, they are Natural, Essential and Inherent**
- **Article 8. – All Power is Derived from the People and Elected Officials are At ALL Times Accountable to us**
- **Article 10. – The Right of Revolution declares that we have the RIGHT, and OUGHT TO REFORM THE OLD, OR ESTABLISH A NEW GOVERNMENT when the ENDS OF GOVERNMENT ARE PERVERTED AND PUBLIC LIBERTY IS ENDANGERED.**
 - **Article 10. -- GOES SO FAR AS TO SAY, The Doctrine of Nonresistance Against Abuse of Power is Absurd, Slavish and Destructive.**

So, when it comes to making Governing decisions that will affect you, your family, your quality of life, property values as well as the future livability of your community, WHO makes those decisions? You and its people, or is it some profit motivated entity?

Recent NH successes to date:

- **2006 Barnstead** passes 1st in-the-nation ban on corporate water withdrawals – NO withdrawals to this day.
- **2007 Atkinson** adopts a RBO to ban water withdrawals.
- **2008 Nottingham** passes a RBO, after the issuance of a permit to withdraw water, residents assert their RLCSG forcing USA Springs into bankruptcy.
- **2012 Sugar Hill, Easton & Plymouth** pass a RBO prohibiting HV transmission lines and unsustainable energy.
- **2013 Grafton** passes a RBO prohibiting unsustainable energy – dropped from Iberdrola, industrial wind project.
- **2014 Alexandria, Danbury & Hebron** also pass a RBO prohibiting unsustainable energy – Iberdrola terminates land leases for the project.
- **2015 Alexandria** passes 2nd RBO in response to a challenge from another developer – prohibits exploratory data collection.
- **2016 Barrington** bans water and mineral extractions with adoption of a RBO.
- **2016 Barnstead** passes another 1st in-the-nation law prohibiting religious discrimination – first sanctuary city.

These laws come in the form of a Rights Based Ordinance (RBO), Charter Amendments and Home-Rule Charters designed to challenge the legal doctrines that have evolved to protect corporations over people, especially on matters having to do with their own communities.

STEPS:

A Rights Based Ordinance is drafted with **CELDF's** assistance and proposed for democratic consideration and discussion in your local community.

A vote is taken at a Special Town Meeting or Annual Town Meeting.

Communities partner with **CELDF** to receive:

- **EDUCATION:** about the Structure of Law, Regulatory System & Governmental History through screenings of "*WE THE PEOPLE 2.0*" – a film featuring the work of **CELDF**, Community Rights Workshops, and Democracy Schools.
- **ORGANIZING ASSISTANCE:** Navigating through local law-making process
- **LOW-COST LEGAL SUPPORT:** Drafting and if necessary, defending the RBO.

In 2016, the NH Community Rights Network proposed a constitutional amendment to add rock solid changes to NH's Bill of Rights. This was the first time a Community Rights Amendment had been heard by a legislative committee.

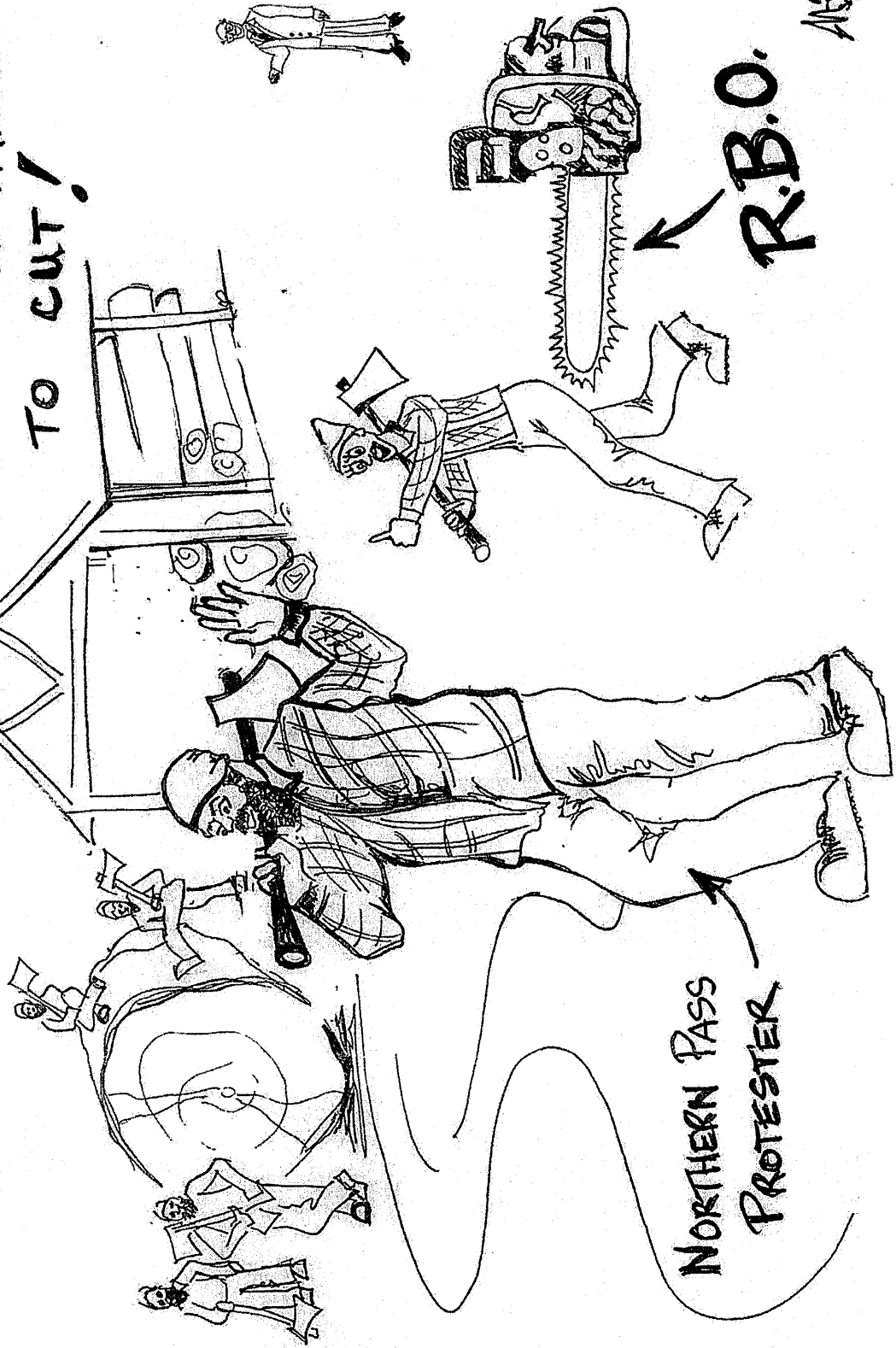
The matter has been reintroduced for 2018 as *CACR19 and the legislation is sponsored by Representative Ellen Reed of Newmarket, and several co-sponsors from both parties, myself included. I expect this legislation to be referred to the County & Municipal Government Committee, which coincidentally is my assigned role as your State Rep.

LEARN MORE AT: www.celdf.org or contact Michelle Sanborn directly to expedite your interest before town meeting deadlines approach . . . 603-524-2468, michelle@celdf.org



Representative – Grafton 9
Alexandria, Ashland, Bridgewater, Bristol, Grafton

DON'T BOTHER ME WITH
A SALESMAN NOW. I'VE
GOT LOTS OF TREES
TO CUT!



NORTHERN PASS
PROTESTER

R.B.O.

Alcimine

ORIGINAL WARRANT
YIELD TAX LEVY
December 1, 2017
THE STATE OF NEW HAMPSHIRE

Grafton County

TO: Patricia Tucker, Collector of Taxes for Town of Ashland, NH , in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of : **\$2,480.52** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at Ashland, NH

Francis Newton

Harold Lamos

Leigh Sharps

Tejasinha Sivalingam

Casey Barney

DATE SIGNED: December 1, 2017

NAME & ADDRESS	MAP & LOT	OPERATION #	YIELD TAX DUE
Fisk-Hiltz 2017 Trust Robin J. Fiske, Trustee PO Box 421 Ashland, NH 03217	15/03/17 & 18/04/12	17-019-01-T	\$2,480.52

TAX DUE DATE: December 31, 2017 TOTAL YIELDTAX: \$2,480.52

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2017 to March 31, 2018

**CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 2017 to March 31, 2018**

TOWN / CITY OF: Ashland, NH
COUNTY OF: Grafton County
CERTIFICATION DATE: December 1, 2017

Francis Newton

Harold Lamos

Leigh Sharps

Tejasinha Sivalingam

Casey Barney

SEND SIGNED COPY TO: DEPT. OF REVENUE ADMINISTRATION
MUNICIPAL AND PROPERTY DIVISION
P.O. BOX 487
CONCORD, NH 03302-0487

# 1 NAME OF OWNER	# 4 SPECIES	# 5 NUMBER OF BOARD FEET IN THOUSANDS	# 6 NUMBER OF TONS	# 6 NUMBER OF CORDS	# 7 STUMPAGE VALUE	# 8 TOTAL ASSESSED VAL.	# 9 TAX AT 10 %	# 10
Fisk-Hiltz 2017 Trust Robin J. Fiske, Trustee PO Box 421 Ashland, NH 03217	WHITE PINE	63.555			\$147.50	\$9,374.36	\$937.44	
	HEMLOCK	0.000			\$30.00	\$0.00	\$0.00	
	RED PINE	0.000			\$30.00	\$0.00	\$0.00	TOTAL TAX
	SPRUCE & FIR	0.000			\$80.00	\$0.00	\$0.00	DUE ON THIS OPERATION
	HARD MAPLE	3.385			\$295.00	\$998.58	\$99.86	
	WHITE BIRCH	0.325			\$75.00	\$24.38	\$2.44	(TOTAL OF
	YELLOW BIRCH	0.000			\$135.00	\$0.00	\$0.00	COL. # 9)
	OAK	35.680			\$362.50	\$12,934.00	\$1,293.40	
	ASH	0.285			\$132.50	\$37.76	\$3.78	
	SOFT MAPLE	2.795			\$95.00	\$265.53	\$26.55	
BEECH/PALLET/TIE LOGS 15/03/17 & 18/04/12		0.000			\$25.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
OTHERS :	0.000				\$0.00	\$0.00	\$0.00	
					TONS			
	SPRUCE & FIR		0.00		\$ 1.00	\$0.00	\$0.00	
	HARDWOOD & ASPEN		297.30		\$ 3.75	\$1,114.88	\$111.49	
	PINE		55.61		\$ 1.00	\$55.61	\$5.56	
	HEMLOCK		0.00		\$ 1.50	\$0.00	\$0.00	
	BIOMASS CHIPS		0.00		\$ 0.50	\$0.00	\$0.00	
	HIGH GRADE SPRUCE		0.00		\$ 20.00	\$0.00	\$0.00	
	CORDWOOD			0.00	\$ -	\$0.00	\$0.00	
						\$24,805.10	\$2,480.52	
# 3 OPERATION NUMBER								
17-019-01-T								

INTENT FILED DURING TAX YEAR: April 1, 2017 to March 31, 2018

TOWN: Ashland, NH
 COUNTY: Grafton County
 OWNER: Fisk-Hiltz 2017 Trust
 OWNER: Robin J. Fiske, Trustee
 ADDRESS: PO Box 421
 ADDRESS: Ashland, NH 03217

ACCOUNT & SERIAL #: 1
 MAP & LOT #: 15/03/17 & 18/04/12
 OPERATION #: 17-019-01-T
 DATE OF BILLING: December 1, 2017

SPECIES	LOW MBF		HIGH MBF		RANGE DIFFERENCE	RATING %	STUMPAGE VALUE *	# BOARD FEET IN THOUSANDS		
	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH						
WHITE PINE	\$120.00	\$175.00			\$55.00	0.50	\$ 147.50	63.555		
HEMLOCK	\$30.00	\$40.00			\$10.00	0.00	\$ 30.00	0.000		
RED PINE	\$30.00	\$60.00			\$30.00	0.00	\$ 30.00	0.000		
SPRUCE & FIR	\$80.00	\$120.00			\$40.00	0.00	\$ 80.00	0.000		
HARD MAPLE	\$200.00	\$390.00			\$190.00	0.50	\$ 295.00	3.385		
WHITE BIRCH	\$55.00	\$95.00			\$40.00	0.50	\$ 75.00	0.325		
YELLOW BIRCH	\$135.00	\$265.00			\$130.00	0.00	\$ 135.00	0.000		
OAK	\$265.00	\$460.00			\$195.00	0.50	\$ 362.50	35.680		
ASH	\$90.00	\$175.00			\$85.00	0.50	\$ 132.50	0.285		
SOFT MAPLE	\$50.00	\$140.00			\$90.00	0.50	\$ 95.00	2.795		
BEECH/PALLET/TIE LOGS	\$25.00	\$75.00			\$50.00	0.00	\$ 25.00	0.000		
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000		
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000		
TONS & CORDS	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH	TONS	RATING %	STUMPAGE VALUE TONS *	STUMPAGE VALUE CORDS *	#TONS	#CORDS
SPRUCE & FIR	\$1.00	\$2.00			\$1.00	0.00	\$ 1.00		0.000	
HARDWOOD & ASPEN	\$2.50	\$5.00			\$2.50	0.50	\$ 3.75		297.300	
PINE	\$0.50	\$1.50			\$1.00	0.50	\$ 1.00		55.610	
HEMLOCK	\$1.50	\$3.00			\$1.50	0.00	\$ 1.50		0.000	
BIOMASS CHIPS	\$0.50	\$1.50			\$1.00	0.00	\$ 0.50		0.000	
HIGH GRADE SPRUCE	\$20.00	\$30.00			\$10.00	0.00	\$ 20.00		0.000	
CORD WOOD/FUELWOOD			\$0.00	\$0.00	\$0.00	0.00	\$ -			0.000

* STUMPAGE VALUE = % RATING X RANGE DIFFERENCE + LOW RANGE VALUE