

**ASHLAND BOARD OF SELECTMEN  
WORK SESSION  
TUESDAY, JANUARY 16<sup>TH</sup>, 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): 1/2/18 & 1/9/18 (Bond public hearing)
- V. CONSENT AGENDA**
  - a. Weeks of:
    - i. January 1<sup>st</sup>: Acct. Payables: \$234,501 Payroll manifest: \$22,845
    - ii. January 8<sup>th</sup>: Acct. Payables: \$30,855 Payroll manifest: \$17,288
  - b. Abatements for balances under \$5 off the Tax Warrant, total is \$19.48 (BOS signature file)
- VI. DEPARTMENT HEADS**
  - a. DPW – new computer setup from CCS
  - b. Fire Department – Accident and Health Insurance
- VII. OLD BUSINESS**
  - a. Town Administrator Updates
  - b. Project List
- VIII. NEW BUSINESS**
  - a. Ashland Heritage Commission
    - i. Financial procedures
    - ii. Board of Selectmen acceptance of 4<sup>th</sup> of July Committee funds in the amount of \$13,796
  - b. Ashland 4<sup>th</sup> of July Committee
    - i. 2018 estimated budget
    - ii. Rules of Procedure
  - c. Ashland 150<sup>th</sup> Committee
    - i. Banner letter
    - ii. Proposed budget
  - d. NHDOT – TAP grant (New Main St/Rt. 3&25 sidewalk)
    - i. Consultant Scope & Fee approval – Notice to Proceed with Engineering Study
- IX. SELECTBOARD ITEMS**
  - a. 2018 Town Warrant – BOS recommendations
    - i. Planning Board - Groundwater protection ordinance
- X. LIAISON REPORTS**
- XI. PUBLIC COMMENT (Agenda items only)**
- XII. NON-PUBLIC SESSION (If needed)**
- XIII. ADJOURNMENT**

**Posted on 1/12/18 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 are made with advanced notice.*

1                   **ASHLAND BOARD OF SELECTMEN MEETING MINUTES**  
2                   **REGULAR MEETING**  
3                   **TUESDAY, JANUARY 2, 2018**  
4                   **ASHLAND ELEMENTARY SCHOOL CONFERENCE ROOM**  
5                   **6:30 PM**

6  
7  
8  
9   **PLEDGE OF ALLEGIANCE**

10  
11  
12   **CALL TO ORDER**

13 Chairman Newton called the meeting to order at 6:30 PM with a roll call. Chairman Fran Newton,  
14 Vice Chairman Harold Lamos, Selectman Casey Barney, and Selectman Leigh Sharps present.  
15 Selectman Tejasinha Sivalingam absent with prior notice. Others Present: Town Administrator  
16 Charles Smith and Administrative Assistant Wendy Smith.  
17

18  
19   **PUBLIC COMMENT**

20 Mardean Badger spoke on the proposed warrant article regarding a structure height limit of 65 feet on  
21 town land and how there are already height restrictions in place. She went on to say that any changes  
22 would require a warrant article to amend the existing zoning ordinance. Attorney Mitchell has given  
23 his opinion on this proposed article and she encourages the review of his comments. She conveyed  
24 concern regarding the Conflict of Interest ordinance and how it will discourage board and committee  
25 participation. She also stated that some boards already have conflict of interest RSA's in place.  
26

27  
28   **APPROVAL OF MINUTES**

29 December 18, 2017-approved as written.  
30

31 **MOTION:** By Selectman Sharps  
32 *Approve 12/18/17 minutes as written.*

33 **SECOND:** By Selectman Barney

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

35 **MOTION PASSED**  
36

37 December 28, 2017-approved as written.  
38

39 **MOTION:** By Selectman Sharps  
40 *Approve 12/28/17 minutes as written.*

41 **SECOND:** By Selectman Barney

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

43 **MOTION PASSED**  
44  
45  
46

1 **CONSENT AGENDA**

- 2 • General Fund Manifest and Payroll Manifest for the weeks of December 18, 2017 and  
3 December 25, 2017 were signed by a quorum of the Board.  
4

5  
6 **DEPARTMENT HEADS**

7 TA Smith reported that a pipe froze at the Town Hall resulting in no hot water. The pipe is currently  
8 being repaired.

9 Chair Newton requested that the Department Heads and the Town Administrator supply rotating  
10 monthly updates to keep the public informed.  
11

12 **OLD BUSINESS**

13 None  
14

15 **NEW BUSINESS**

16 **PROPOSED WARRANT ARTICLES**

17 **Building regulation fees:** The Planning Board's intent of the warrant article was discussed.  
18 Representatives from the Planning Board explained that building regulation fees need to cover  
19 the cost of the program. It was determined by legal counsel that an article voted on in 2015  
20 determined that the Board of Selectman is responsible for setting the fees and cannot delegate  
21 this authority. Chair Newton stated that this proposed warrant article would reiterate what was  
22 voted on in 2015.  
23

24 **MOTION:** By Selectman Sharps

25 *Approve proposed Building Regulation fee warrant article.*

26 **SECOND:** By Selectman Barney

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

28 **MOTION PASSED**  
29

30 **Conflict of interest:** Discussion regarding this warrant article ensued. Selectman Sharps  
31 agreed with Mardean Badger's opinion that the warrant article would discourage participation  
32 in Town Boards and Committees. Chair Newton added that concerns should be addressed on a  
33 case by case basis, put in writing and reviewed.  
34

35 **MOTION:** By Selectman Barney

36 *Proposed Conflict of Interest warrant article not approved to be put on ballot.*

37 **SECOND:** By Selectman Sharps

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

39 **MOTION PASSED**  
40

41 **Structure height limit on town land:** TA Smith spoke with legal counsel and conveyed that  
42 this proposed ordinance would preempt the existing state statute and would illegally interfere  
43 with the Towns right to manage town property. Vice Chair Lamos brought up the height of the  
44 Electric Department building and how this ordinance would put the power in the hands of the  
45 people. Discussion followed in which it was brought up that public hearings were held

1 regarding the Electric Department building and that a warrant article of this nature would have  
2 to be adopted as a zoning ordinance. No motion was put forth.

3  
4 **SELECTBOARD ITEMS**

- 5 • Guidelines for ethical conduct of public officials: Tabled for next work session.

6  
7 **PUBLIC COMMENT**

8 Kathleen DeWolfe stated that public hearings were not well attended by residents.

9 Susan MacLeod spoke on democracy and how it involves full participation and healthy debate in a  
10 respectful manner.

11  
12 TA Smith and the Board of Selectmen determined that the engineers would not need to attend the 1/9/18  
13 Thompson Street bond article meeting because the Town has the engineering plans. It was also agreed  
14 that the DPW Director will need to be there. Chair Newton brought up that the Voter's Guide needs to  
15 be reviewed and that the ordinances need to be explained clearly. She added that a draft Board of  
16 Selectmen report will be emailed to the Town Hall shortly.

17  
18 Susan MacLeod suggested that Zoning Amendments be included in the Town Report and the Voter's  
19 Guide.

20  
21 There being no other business, Selectman Sharps made **Motion to go into Non-Public Pursuant to RSA 91-**  
22 **A:3, II (c) at 7:10 PM.** Selectman Barney seconded. **Roll Call Vote:** Barney, yes, Newton, yes, Lamos, yes;  
23 Sharps, yes.

24  
25 Board of Selectmen left nonpublic at 7:35 PM. Reentered **Non-Public Pursuant to RSA 91-A:3, II (a) at 7:36**  
26 **PM.** TA Smith asked the Board of Selectmen to clarify start date of hourly to salary pay rate change for Parks  
27 and Recreation Director voted on at the 8/22/17 Selectmen's Meeting. It was determined the change would start  
28 on 1/1/18 to coincide with union employees raise date.

29  
30 Board of Selectmen adjourned their meeting at 7:42 PM.

31  
32  
33 Respectfully submitted,

34  
35  
36 Wendy Smith  
37 January 4, 2018

1                   **ASHLAND BOARD OF SELECTMEN MEETING MINUTES**  
2                   **BOND HEARING FOR THOMPSON ST., WATER AND SEWER ARTICLES, AND**  
3                   **SPECIAL WARRANT ARTICLES**  
4                   **TUESDAY, JANUARY 9, 2018**  
5                   **ASHLAND ELEMENTARY SCHOOL LIBRARY**  
6                   **6:00 PM**

7  
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9  
10 **PLEDGE OF ALLEGIANCE**

11  
12  
13 **CALL TO ORDER**

14 Chairman Newton called the meeting to order at 6:00 PM with a roll call. Chairman Fran Newton,  
15 Vice Chairman Harold Lamos, Selectman Casey Barney, and Selectman Leigh Sharps present.  
16 Others Present: Town Administrator Charles Smith and Administrative Assistant Wendy Smith.  
17

18  
19 **WATER AND SEWER**

20 **Article 3:** David Toth, Water and Sewer Commissioner, presented information on the proposed new  
21 septic receiving station which will separate non-biological solid from sewage. The current system is  
22 deteriorating and inefficient and is operated on an "honor system" in which the septage received is  
23 estimated by the customer. The septage receiving station would increase revenues from septage  
24 receiving because the new system will have a flow gauge meter. Revenues would also increase due to  
25 other factors such as less operating costs. The requested loan will have no cost to the taxpayers and will  
26 not affect the water and sewer rate payers. This year revenue generated from septage receiving was  
27 used towards operating costs of the Water and Sewer Department. The existing system, if not replaced,  
28 would eventually need to be shut down. Mr. Toth went over the operation of the new system and  
29 building which includes a separate electric room, solar heating and an automated billing system.  
30

31 Mr. Toth discussed the financials of this project. Costs of the new system will be paid for by septage  
32 receiving revenues. Total estimated cost is 2.4 million with 10% for overages which can be paid for  
33 with grant for \$250,000, approximately \$427,000 in capital reserve, 1 million or more in unassigned  
34 funds excluding capital reserve, and septage receiving revenues (last year over \$425,000, this year over  
35 \$500,000). The department is requesting a loan as opposed to phasing the project, because Thompson  
36 Street is coming up this year and Highland Street will be coming up in 2020 and will need to extend the  
37 payments for the septage receiving station to handle these other projects. Their intention is to apply for  
38 a State Revolving Fund (SRF) loan which has many advantages for the Town. The loan has a 2% interest  
39 rate for a ten year loan as of last year and 10% - 30% loan forgiveness of principal and no closing costs.  
40 During construction, charged 1% interest and upon completion payments are started after one year. The  
41 loan would cost approximately \$1,520,000; approximately \$20,000 of which is yearly interest, the loan  
42 would be paid with a yearly payment of approximately \$150,000. Payments would be up to  
43 \$300,000/year to handle this project as well as Thompson and Highland Street. This would leave  
44 approximately \$200,000/year for any other capital improvement projects.  
45

1 Chair Newton read Article 3 and opened up discussion on the bond. David Ruell asked if the article  
2 can read that it is a revenue bond. TA Smith replied that there was concern that if approved as a revenue  
3 bond, the bank may not approve the loan. Selectman Sharps asked if there was assurance that  
4 customer's trucking in septage wouldn't be charged more than in the past. Mr. Toth answered that the  
5 rates would stay competitive due to competing with other septage receiving stations in the area such as  
6 Plymouth. Further discussion involved limits of septage receiving to protect the lagoons as well as  
7 wording of the article as related to revenue bonds.

8  
9 **Article 4:** Commissioner Toth explained that an Asset Management Plan is a computer system which  
10 is used as a tool for long term management and planning for capital assets. It is integrated into a  
11 Geographic Information System (GIS) and lists and locates all assets and documents specifications. The  
12 system also develops maintenance schedules, tracks maintenance, stores maintenance history, and  
13 more. The compiled data helps develop a capital improvement plan. In order to apply for many NH  
14 Department of Environmental Services (NHDES) grants and loans this information is necessary. The  
15 system will help the Water and Sewer Commissioners make objective decisions and reduce downtime  
16 and emergency situations. The article is for the municipality to vote on authorizing the issuance of not  
17 more than \$30,000 in bonds or notes in accordance with the provisions of the Municipal Finance Act  
18 (RSA 33).

19  
20 Chair Newton thanked Mr. Toth for his presentation and asked for comments from the Board of  
21 Selectmen. Vice Chair Lamos asked if the system would save on logistical legwork and Mr. Toth  
22 confirmed it would. There were no comments from the public.

23  
24  
25 **ARTICLE 2: THOMPSON STREET, HIGH STREET, AND SMITH HILL ROAD**  
26 **RECONSTRUCTION PROJECT BOND**

27  
28 Chair Newton read Article 2 which is to raise and appropriate the sum of \$1,799,420 for the  
29 reconstruction of Thompson Street, High Street, and Smith Hill Road and authorize issuance of said  
30 amount of bonds or notes. Recommendations require 3/5 ballot vote. TA Smith spoke on the project  
31 which was on the ballot last year and failed. The amount is lower than last year because the state doesn't  
32 finance the contingency which will have to be taken out of capital reserve. A State Revolving Fund  
33 loan would be applied for which has many beneficial aspects which were discussed earlier. A Lakes  
34 Region Planning Committee study on Ashland's Roads deemed Thompson Street as the worst road in  
35 Ashland. Chair Newton added that the road has gotten worse due to not repairing it and now needs to  
36 be reconstructed thus increasing the cost. Once this project is completed and then Highland Street,  
37 which is being partially funded by the state; the town will be able to maintain the roads with the Capital  
38 Reserve Fund. The Water and Sewer Department will be replacing the water line and the sewer line in  
39 this area and will be paying for part of this project, approximately \$300,000. Part of the Highway Block  
40 grant has been considered for payment towards this road project. TA Smith ran an amortization on a  
41 30 year loan and figured it would be about \$85,000/year with a tax impact of approximately  
42 \$28,000/year because there is at least \$57,000 in the block grant. Permits and engineering plans are  
43 valid for five years. The Board recommends this Article 5-0.

1  
2 **PETITIONED WARRANT ARTICLES**  
3

4 Petitioned warrant articles were received and will be reviewed at the Selectmen's meeting on January  
5 16, 2018. Jane Seymour gave a brief description of the Article on the 150<sup>th</sup> Celebration petition for  
6 \$15,000. TA Smith spoke on petitioned warrant article to rescind SB2 and that the Board also had an  
7 article to rescind SB2. A petitioned warrant article has to go forward, therefore the previous article will  
8 be retracted. DPW Director Moore spoke on the need to replace the loader from 1980. The new loaders  
9 last payment was made in 2017, therefore there will be no tax impact on purchasing a new loader.  
10

11 **DEPARTMENT HEADS**  
12

13 Chief Heath spoke his concern that approximately \$7,000 will be taken out of the fire salary line for  
14 January 2017 for call fire fighters hours worked in December 2017. TA Smith will speak to the Greg  
15 Colby, the town's new financial consultant about making a journal entry to correct this.  
16

17  
18 There being no other business, Selectman Sharps made **Motion to adjourn at 6:59 PM**. Selectman Barney  
19 seconded. **Roll Call Vote:** Barney, yes, Newton, yes, Lamos, yes; Sharps, yes.  
20

21  
22 Respectfully submitted,  
23

24  
25 Wendy Smith  
26 January 12, 2018



**Town of Ashland  
Board of Selectmen  
Agenda Report  
January 9, 2018**

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**To:** Board of Selectmen

**From:** Craig Moore, DPW Director

**Subject:** New Computer

**Background:** Computer is no longer supported by Microsoft

**Issue:** Computer is no longer supported by Microsoft so I would like to replace this unit.

**Recommended motion:** Motion to approve the quote from CCS for a new computer for the Highway Department.

**Discussion:** Computer frequently freezes up must restart to receive emails. This is a 2007 windows home vista.

**Fiscal Impact:** \$2,325.00

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

# Estimate

DATE	ESTIMATE NO.
12/28/2017	8558

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

			P.O. NO.	TERMS
				Net 15
ITEM	DESCRIPTION	QTY	COST	TOTAL
	Surface Tablet for Public Works			
Surface_4_Pro 12...	Surface Pro 4 Tablet, 128GB Hard Drive, Intel Core m3 cpu, 4GB Ram	1	975.00	975.00
Surface_Keyboard	Surface Keyboard Hard Keys	1	135.00	135.00
Surface_4, Dock	Surface 4 Pro, Dock	1	250.00	250.00
Acer_LCD_24"	24" Acer LCD Monitor	1	175.00	175.00
Office_2016_Hom...	Microsoft Office 2016 Home and Business	1	295.00	295.00
9999-WSIS	Labor (IN-SHOP) GEN Workstation. configure, install all patches, MS Office.	1.5	110.00	165.00
9999-WSOS	Labor (ON-SITE) Deliver Workstation, add user, configure Internet, policies, shares, Data transfer, 3rd party software.	3	110.00	330.00
			<b>TOTAL</b>	<b>\$2,325.00</b>

email: mlavelle@ccsnh.com

SIGNATURE \_\_\_\_\_



**Town of Ashland  
Board of Selectmen  
Agenda Report  
January 11, 2018**

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**To:** Board of Selectmen

**From:** Steve Heath

**Subject:** Payment for Gap Insurance for Firefighters

**Background:** During the budget process the board supported the inclusion of **\$3,373.00** in the contracted services line, #01-4220-10-390. The total for this line is also reflected in the default budget.

**Issue:** I am asking that the board approve the expenditure as the payment is due this month.

**Recommended motion:** Approve the expenditure of funds in the amount of \$3,373.00 from this line.

**Discussion:**

**Fiscal Impact:** This amount appears in both the proposed and default budgets for 2018.



# Green Insurance Associates

P O Box 10654  
Bedford, NH 03110

## Invoice

Date	Invoice #
11/28/2017	781

Bill To
Ashland Firefighters Association P O Box 856 Ashland, NH 03217

		Company	Terms
		Provident	Due on receipt
Effective Date	Description	Policy Type	Amount
1/5/2018	Accident and Health policy for Ashland Fire Department  <i>PAH</i> <i>01-4220-10-390</i> <i>12/18</i>	Accident & Health  <b>ENTERED</b> <i>11/28</i>	3,373.00
		<b>Total</b>	<b>\$3,373.00</b>

Thank you for your business.

Phone #	Fax #	E-mail	Web Site
603-472-5188	603-472-5188	tfgreen@green-insurance.com	www.green-insurance.com

# **Town of Ashland**

## **Town Administrator Updates**

### **January 2018**

Town Administrator update reports are monthly reports that contain a compilation of department information. To keep the Board of Selectmen apprised of the Town's recent activities these updates are provided to the Board prior to their meeting. Providing these reports in advance allow the opportunity to ask questions of the administration and answer questions from their constituents.

#### **FIRE DEPARTMENT**

- During the month of December, the fire department responded to a total of 37 calls, (22 medical emergencies, 7 fire/rescue calls, 5 motor vehicle accident, and 4 service calls).
- Regular department training during December involved a review of chimney fire operations. Monthly EMS training involved MCI Resource Management, and SALT Triage. Truck checks were also completed, with all the information logged into the data base.
- Paperwork for the acceptance of the Homeland Security Grant has been filed. We have received notification that we may move ahead with the purchase of ballistic protective equipment. Five of our EMS personnel have completed the online portion of the Operations training, and will next begin the practical training for EMS Operations in the Warm Zone.
- The onboard charger/inverter has been installed in the Utility. This will allow us to keep portable radios and flashlights fully charged. The three sets of structural firefighting gear have arrived and has been placed in service. The four replacement pagers have arrived and have been assigned to personnel.
- Life Safety Code inspections continue for both assembly and rental occupancies. NFIRS reports for December were reviewed and sent to the State Fire Marshal's Office. Deputy Bousquet has completed quality assurance reviews of all TEMSIS reports for medical incidents.

## **PARKS AND RECREATION**

- The After-School program continues to do well. We have one new kids enrolled in the program. That brings our total enrollment to 36. I have hired another person for the program so that we have our numbers covered and we also have someone who can cover if someone is out. Her name is Nikki Jensen. We are still using the Food Bank which is a great savings.
- For our Christmas Kids Night Out we had 9 kids. Santa made a stop to deliver some gifts and have a snack with the kids. It seems like the colder winter months are not as successful as the others. We also have to compete with concerts and other activities throughout the town.
- The contracts for the campground have all been updated and sent to our campers. The electric bill that I sent out last month have started to come back and I will follow up with any that have not come in after the first of the year along with the contracts.
- The shed for the beach was finally delivered. It will be a great improvement to the beach and Craig and his workers have the winter to put it together when they have the time over the winter.

## **ELECTRIC DEPARTMENT**

- Superintendent Lee Nichols will be retiring as of January 20, 2018 after 25 years of loyal service to the people of Ashland. Feel free to stop by the Ashland Electric Department to wish him well in his very deserved retirement.
- The Electric Department Commissioners have hired a new Superintendent, Steven Foley from Gilmanton Iron Works, NH and a new Lineman, Mark Monahan.

## **TOWN CLERK/TAX COLLECTOR**

- For the month of December 2017:
  - Collected \$731,821.72 in Taxes
  - Collected \$21,145 in Motor Vehicle Permits
  - Collected \$143 for Certified Vital Records
  - Registered one dog

## **POLICE DEPARTMENT**

## **DEPARTMENT OF PUBLIC WORKS**

## **LIBRARY**

## **PLANNING AND ZONING**

**January 2018**

**NHDOT – TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT**

**Description:** Reconstruction of sidewalk and crosswalks along Main St. US Rte. 3/25 – from Gordon Street to West Street; approx. 0.6 miles.

**Updates:**

Previous: NHDOT approved scope and fee, but needs to prepare project estimate for FHWA approval before engineer can proceed.

Current: Notice to proceed with engineering study has been granted.

---

**THOMPSON ST/HIGH ST/SMITH HILL RD RECONSTRUCTION; WATER & SEWER REPLACEMENT**

**Description:** Replace water and sewer lines and road reconstruction

**Updates:**

Previous: Warrant article recommended by BOS. Next step; schedule public hearing.

Current: Public hearing completed. Next step; deliberative session

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**GEOGRAPHIC INFORMATION SYSTEM (GIS) MAPPING**

**Description:** Installation of a web-based GIS system for parcel mapping and utility infrastructure

**Updates:**

Previous: Warrant article recommended by BOS. Next step: approval by town.

Current: No updates

---

**LW PACKARD MILL SITE**

**Description:** Brownfields study of property at former mill site in town – LW Packard

**Updates:**

Previous: Nobis Engineering still completing field work.

Current: Nobis still waiting for the laboratory results. NHDES requires sampling on “poly-fluorinated alkyl substances (PFAS)” and there are limited labs that conduct this test, causing backlog. Overall, Nobis continues to consolidate reports of work completed and hopes to have draft available soon.

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## TOWN BUILDINGS TELECOMMUNICATIONS

**Description:** Installation of fiber optic cable at Town Office building

**Updates:**

Previous: CCS to complete the switch over. Modem needed to move as previous location was distraction for town office. Town needs to install outlet for modem power.

Current: CCS has scheduled to complete the switch on Tuesday. Town Clerk will be offline for about an hour to conduct switch with NH DMV.

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## LAKES REGION PLANNING COMMISSION (LRPC)

**Description:** Agreement with LRPC to conduct inventory analysis of town culverts and road paving plan

**Updates:**

Previous: TA and DPW Director had joint meeting with LRPC about road assessments in town. RSMS system provides paving condition index (grade) for all roads in town. LRPC working with town on recommendations for road improvement.

Current: No updates

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## ASHLAND ELECTRIC DEPARTMENT – NEW BUILDING

**Description:** Construction of new building for the Ashland Electric Department

**Updates:**

Previous: PRIMEX to send consultant field appraiser for review of building.

Current: No updates

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## RIVER WALK MAINTENANCE

**Description:** Cleanup area along the river walk

**Updates:**

Previous: Before work begins DPW to have walkthrough with 150<sup>th</sup> Committee about having commemorative bell at location

Current: No updates

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## Rules of Procedure for the Ashland 4<sup>th</sup> of July Committee

### Article 1: Objectives

*within this document abbreviated*

The Ashland 4<sup>th</sup> of July Committee, henceforth known as the A4J, is a volunteer committee for the Town of Ashland operating as an appointed committee of the Ashland Board of Selectmen that fundraises, plans, and promotes the Ashland Fourth of July celebration ~~events~~. All monies it raises is exclusively for the 4<sup>th</sup> of July celebration events.

### Article II: Officers and Their Duties

Section 1: The officers of the A4J shall consist of a Chairman, Vice-Chairman, a Recording Secretary, and a Financial Officer.

Section 2: The Chairman shall preside at all meetings, shall prepare with the help of the Secretary and the Financial Officer an annual report, and shall perform other duties customary to the office.

Section 3: The Vice-Chairman shall act for the Chairman in his/her absence.

Section 4: The Recording Secretary shall keep a full and accurate record of the meetings with the names of those present, post notices and agendas for meetings in two public places (Town website is one) at least 24 hours in advance of meeting time, and have minutes available to the public by 5 business days after the meeting.

Section 5: The Financial Officer shall keep the accounting books and work with the Town Treasurer to track all income and expenses of the AA4JC, and submit the AA4JC annual budget to the Ashland Board of Selectmen by December first.

### Article III: Election of Officers

Section 1: Nomination of officers shall be made from the floor at the annual organizational meeting, which shall be held during the month of August each year, and the elections shall follow immediately thereafter.

Section 2: A candidate receiving a majority vote of the ~~entire~~ <sup>present</sup> membership of the A4JC shall be declared elected and shall serve one year or until a successor takes office.

Section 3: Vacancies in offices or membership shall be filled immediately by regular election/appointment procedure.

### Article IV: Meetings

Section 1: The A4JC will hold a ~~minimum of (8)~~ <sup>~~and this~~</sup> meetings ~~at 7:00 pm~~ at a public meeting place to be announced every month by agenda posting at least 24 hours in advance.

Section 2: Special meetings may be called at the request of <sup>3 officers or 30%</sup> ~~a majority of the members~~ of the full A4JC, or as determined by a vote of the A4JC at a prior meeting. The Secretary shall notify all members of the A4JC in writing not less than three (3) days in advance of such meeting.

Section 3: If both the Chairman and Vice-Chairman are absent and/or disqualified, a temporary chairman for the meeting or hearing shall be elected by a majority of those members present and qualified to vote at the meeting or hearing.

### **Article V: Membership and Volunteers**

Section 1: 30% of the membership of the A4JC shall constitute a quorum and the number of votes necessary to transact business shall be a majority of the sitting membership of the A4JC. The full A4JC shall consist of not more than twenty (20) members, one of which shall be a representative of the Board of Selectmen.

Section 2: The A4JC may also include non-committee member volunteers to fulfill specific tasks related to the Fourth of July celebration events. All volunteers shall complete the Volunteer Form with the Town of Ashland.

### **Article VI: Finances**

Section 1: The A4JC is authorized to solicit funds and hold any fundraisers it deems appropriate to accomplish its goal of a Fourth of July Celebration in Ashland, NH.

Section 2: The A4J Committee is authorized to expend all monies it raises as defined in its annual budget in order to accomplish its goal of a Fourth of July Celebration in Ashland, NH.

Section 3: The A4J Committee shall submit a budget for the following year every December first to the Town of Ashland for review and approval.

Section 4: If any Officer has a potential conflict of interest in any transaction in which the Officer has a financial interest, direct or indirect, the Officer shall inform the other Officers and not vote on or otherwise participate in the decision on that transaction.

### **Article VII: Jurisdiction**

The Town of Ashland will contract with the Ashland Elementary School and all involved properties. All events on town property are controlled by the Fire and Police Departments of Ashland. No committee member may sign a contract with any vendor or entertainer that is part of the Ashland Fourth of July Celebration events.

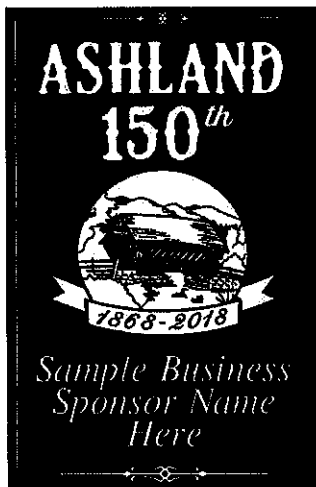
### **Article VIII: Amendments**

These Rules of Procedure may be amended by a two-thirds **vote of the ~~entire~~ membership of the A4JC in a public meeting** and shall be filed with the Town Clerk. <sup>present</sup>

Adopted: *with changes noted*  
*11/3/18*  
*John DeCelle*

	A4JC ad hoc volunteers with no parent org. town affiliation or insurance using expired				A4JC subcommittee of AARA Ashland Area Recreation Association a NH Not for Profit				A4JC reformed as subcommittee of TOA Heritage Commission				A4JC new committee
	2011	2012	2013		2014	2015	2016		2017	2017	2017	Actual	2018
	Actual	Actual	Actual		Actual	Actual	Actual		Budget	Actual	To Budget	Budget	Budget
Beginning Balance	\$ 20,484.37	\$ 19,141.58	\$ 17,621.66	\$ 20,484.37	\$ 21,014.66	\$ 22,411.08	\$ 26,081.09	\$ 20,484.37	\$ 27,983.94	\$ 27,983.94			
Interest	\$ 6.07	\$ 1.40	\$ 1.06	\$ 6.07	\$ -	\$ -	\$ -	\$ 6.07	\$ -	\$ 21.79	thru 6/2017		
Adjusted Balance	\$ 20,490.44	\$ 19,142.98	\$ 17,622.72	\$ 20,490.44	\$ 21,014.66	\$ 22,411.08	\$ 26,081.09	\$ 20,490.44	\$ 27,983.94	\$ 28,005.73			
									Adj TOA TB 8/14/2017	\$ 27,970.15	\$ 13.79		
Income													
50/50 Raffle	\$ 1,437.00	\$ 1,734.00	\$ 2,069.00	\$ 1,437.00	\$ 2,102.00	\$ 2,463.00	\$ 1,710.50	\$ 1,437.00	\$ 1,500.00	\$ 1,821.85	\$ 321.85	\$ 1,800.00	
AARA Parking	\$ 670.00	\$ 800.00	\$ 800.00	\$ 670.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 670.00	\$ -	\$ -	\$ -	\$ 800.00	
Ad Book	\$ -	\$ -	\$ 4,400.00	\$ -	\$ 5,150.00	\$ 5,825.00	\$ 5,925.00	\$ 4,400.00	\$ 3,100.00	\$ 2,500.00	\$ (600.00)	\$ 4,000.00	
Banners	\$ -	\$ -	\$ 1,665.00	\$ -	\$ 2,500.00	\$ 3,000.00	\$ 3,350.00	\$ 1,665.00	\$ 4,500.00	\$ 3,950.00	\$ (550.00)	\$ 5,000.00	
BBQ	\$ 1,440.00	\$ 1,782.00	\$ 1,506.00	\$ 1,440.00	\$ 1,809.00	\$ 1,715.00	\$ 1,347.00	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	
Buttons	\$ 1,283.00	\$ 1,131.00	\$ 1,181.00	\$ 1,283.00	\$ 892.00	\$ 769.00	\$ 1,029.40	\$ 1,283.00	\$ 1,000.00	\$ 1,186.00	\$ 186.00	\$ 1,000.00	
Canisters	\$ 1,382.00	\$ 1,155.15	\$ 1,594.00	\$ 1,382.00	\$ 1,737.00	\$ 1,934.00	\$ 1,678.00	\$ 1,382.00	\$ 1,500.00	\$ 1,242.00	\$ (258.00)	\$ 1,500.00	
Donations	\$ 2,335.00	\$ 2,350.00	\$ 1,091.09	\$ 2,335.00	\$ 182.74	\$ 152.00	\$ 237.04	\$ 2,335.00	\$ -	\$ 650.00	\$ 650.00	\$ 1.00	
In Memory of Mary Ruell	\$ -	\$ -	\$ 245.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Home Days Food Sales	\$ -	\$ -	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fireworks	\$ 1,169.00	\$ 1,438.00	\$ 650.00	\$ 1,169.00	\$ 682.00	\$ -	\$ -	\$ 1,169.00	\$ -	\$ -	\$ -	\$ -	
Hot Air Balloon	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pancake Breakfast	\$ 3,134.00	\$ 3,236.00	\$ 3,682.00	\$ 3,134.00	\$ 1,718.00	\$ 2,622.00	\$ 2,422.00	\$ 3,134.00	\$ 2,200.00	\$ 2,885.00	\$ 685.00	\$ 2,500.00	
Postage	\$ -	\$ -	\$ -	\$ -	\$ 23.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Shirts	\$ 1,305.00	\$ 1,166.00	\$ 1,780.00	\$ 1,305.00	\$ 1,052.00	\$ 56.00	\$ 85.00	\$ 1,305.00	\$ -	\$ 249.00	\$ 249.00	\$ 2,000.00	
Stickers	\$ -	\$ -	\$ -	\$ -	\$ 4.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Tote Bags	\$ -	\$ -	\$ 195.00	\$ -	\$ 151.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hilbert Enterprises	\$ -	\$ -	\$ 300.00	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	
Frank Jones - Unique Entertainment	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Chesley - Midway Vendors	\$ 2,650.00	\$ 2,950.00	\$ 2,750.00	\$ 2,650.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,650.00	\$ 2,750.00	\$ 2,750.00	\$ -	\$ 2,750.00	
Total Income	\$ 16,805.00	\$ 17,742.15	\$ 24,126.09	\$ 16,805.00	\$ 21,849.12	\$ 22,440.00	\$ 21,483.94	\$ 16,805.00	\$ 16,700.00	\$ 17,383.85	\$ 683.85	\$ 21,501.00	
Expenses									Income + Interest	\$ 17,405.64			
Ad Book	\$ -	\$ -	\$ 557.00	\$ -	\$ 688.00	\$ 835.00	\$ 720.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	
Advertising - Salmon Press	\$ 57.00	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	
Awards - Hasty Awards	\$ 179.86	\$ 146.77	\$ -	\$ 238.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Buttons - Venture Print/True Colors/Stacy Lucas	\$ 650.00	\$ -	\$ 412.50	\$ 453.50	\$ 246.00	\$ 370.00	\$ 370.00	\$ 650.00	\$ 370.00	\$ 315.00	\$ (55.00)	\$ 500.00	
Bank Checks	\$ -	\$ -	\$ 93.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	
CHUM - stickers (Kids Games)	\$ 10,250.00	\$ 10,750.00	\$ 11,250.00	\$ 13,000.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ -	\$ 14,000.00	
Fireworks - Atlas Pyro Vision				\$ (2,500.00)				\$ -	\$ -	\$ -	\$ -	\$ -	
Fireworks Credit - Atlas Pyro Vision													
Fireworks Entertainment	\$ 675.00												
Star Spangled Banner Singer							\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 250.00	
Art Harriman	\$ -	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	
Pardon the Spins							\$ 325.00	\$ 325.00	\$ -	\$ -	\$ -	\$ -	
Amulus							\$ 325.00	\$ 325.00	\$ -	\$ -	\$ -	\$ -	
Jimmy Alba							\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ -	
Larry Walker (Or other entertainment)							\$ 650.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ (150.00)	\$ 750.00	
Chris White DJ	\$ -	\$ -	\$ 800.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Jim Gleich	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	
Playground Supervisors							\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -	\$ -	
Sound/Lighting							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Food Costs - Great American	\$ 1,200.00	\$ 2,198.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Home Days													
Uncle Steves	\$ -	\$ 800.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
snow cone & cotton candy supplies	\$ -	\$ -	\$ 76.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Supplies	\$ -	\$ -	\$ 137.75	\$ 197.70	\$ -	\$ 1,901.00	\$ 687.09	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance - AARA					\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ -	\$ 10.00	
Mary Ruell Award												\$ 1,500.00	
Parade	\$ 1,900.00											\$ -	

	Sanbornton Town Band	\$ -	\$ 400.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ -	\$ -
	Baker River Valley Band	\$ -	\$ 550.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ -	\$ -
	New Horizons Band	\$ -	\$ 475.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Bekdash Mini Patrol	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	R Young \$1000 Water for Marchers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Patrotic Home/Business Prize										\$ 200.00
	Prize Money										\$ 175.00
	Postage - Ashland Postmaster	\$ 44.00	\$ 45.00	\$ 96.00	\$ 155.80	\$ 203.00	\$ 60.00	\$ 60.00	\$ -	\$ (60.00)	\$ 60.00
	Printing of Advertiser Mailer	\$ -	\$ -	\$ -	\$ 225.40	\$ 205.00	\$ -	\$ -	\$ -	\$ -	\$ -
	Printing & Graphics (JD Designs)	\$ -	\$ -	\$ 305.00	\$ 252.00	\$ 90.00	\$ 579.00	\$ 800.00	\$ 145.00	\$ (655.00)	\$ 800.00
	Supplies (zip ties)					\$ 29.99	\$ -	\$ -	\$ 103.63	\$ 103.63	\$ -
	Tee Shirts	\$ 1,413.00	\$ 1,208.70	\$ 1,603.00	\$ 927.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
	Tote Bags	\$ -	\$ -	\$ 166.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Toilets - Septic Solutions	\$ 1,785.00	\$ 1,785.00	\$ 1,645.00	\$ 1,365.00	\$ 1,300.00	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00	\$ -	\$ -
	Unanticipated Expenses Town Budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100.00
	Total Expenses	\$ 18,153.86	\$ 19,263.47	\$ 20,393.03	\$ 20,702.70	\$ 18,769.99	\$ 19,581.09	\$ 18,395.00	\$ 17,578.63	\$ (816.37)	\$ 22,045.00
	Profit/(Loss)	\$ (1,342.79)	\$ (4,519.92)	\$ 3,734.12	\$ 1,146.42	\$ 3,670.01	\$ 1,902.85	\$ (1,695.00)	\$ (172.99)	\$ -	\$ -
	Ending Balance	\$ 19,141.58	\$ 17,621.66	\$ 21,014.66	\$ 22,411.08	\$ 26,081.09	\$ 27,983.94	\$ 26,288.94	\$ 27,810.95	\$ 1,522.01	\$ -
								ADJ TOA TB 8/24/2017	\$ 27,797.16	\$ 13.79	\$ -
											\$ -
	Breakdown of Revenue Flow	Expense	Net	Exp to Inc	% of total	Top Line Assessment					
	Common Man	\$ -	\$ 4,706.85	0%		Fireworks	\$ 16,005.00	\$ -	\$ 26,676.24	\$ -	\$ -
	Advertising	\$ 145.00	\$ 6,305.00	2%	37%	Parade	\$ 900.00	\$ -	\$ -	\$ -	\$ -
	Vendors	\$ 1,105.00	\$ 1,795.00	38%		Fundraising	\$ 748.63	4%	\$ 1,134.71	\$ -	\$ -
	Chum	\$ 315.00	\$ 1,120.00	22%			\$ 17,653.63	\$ (75.00)	\$ -	\$ -	\$ -
	Donations	\$ -	\$ 1,892.00								\$ -
	Entertainment	\$ 15,725.00	\$ (15,725.00)								\$ -
	Interest	\$ -	\$ 21.79								\$ -
	Admin	\$ 288.63	\$ (288.63)								\$ -
		\$ 17,578.63	\$ (172.99)								\$ -
											\$ -
	Money raised on the field	\$ 8,649.00	\$ 9,835.00	\$ 9,456.00	\$ 9,285.00	\$ 8,847.00	\$ 7,786.90	\$ 5,400.00	\$ 5,907.85	\$ -	\$ -
	% change year on year field money raised	8.37%	13.71%	-3.85%	-1.81%	-4.72%	-11.98%	-30.65%	-24.13%	\$ -	\$ -
	cost of fireworks	\$ 10,250.00	\$ 10,750.00	\$ 11,250.00	\$ 13,000.00	\$ 13,500.00	\$ 13,500.00	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -
	% change year on year fireworks	2.50%	4.88%	4.65%	15.56%	3.85%	0.00%	3.70%	3.70%	\$ -	\$ -
	% raised on the field towards fireworks cost	84.38%	91.49%	84.05%	71.42%	65.53%	57.68%	38.57%	42.20%	\$ -	\$ -
	Field money plus advertiser money	\$ 8,649.00	\$ 9,835.00	\$ 15,521.00	\$ 16,935.00	\$ 17,672.00	\$ 17,061.90	\$ 13,000.00	\$ 12,357.85	\$ -	\$ -
		8.37%	13.71%	57.81%	9.11%	4.35%	-3.45%	-23.81%	-27.57%	\$ -	\$ -



The 150<sup>th</sup> Celebration Committee is continuing to plan the Sesquicentennial of Ashland in 2018 and make it a truly memorable occasion. The final schedule for July 20 to 29, includes a secession play, train ride, civil war ball, portrayals of historical individuals from the Town's past, an alumni day, parade, concerts, boat parade and fireworks. A monument displaying an old LW Packard bell is also in the works. Our goal is to raise as many funds as possible to offset the costs of the celebration so it can be enjoyed by all. Current fundraising includes 2018 Commemorative License Plates, 2018 Calendars of places that are gone or have changed, mugs, ornaments and pictorial books.

The 150<sup>th</sup> banners which will temporarily replace the current US Flag and Covered Bridge banners in 2018 are now available to be reserved!

As you can see from the design above it will include the name of the sponsor. A banner can be sponsored by a business, group, family, individual or individuals and installed on any utility pole within the Town of Ashland, such as near your business, home, etc. Sponsors of existing banners will have priority as to location. When removed they will be available for the sponsor to keep.

The cost of a banner is **\$150** if paid by February 15, 2018;  
**\$175** if paid by March 15; and  
**\$200** if paid by April 15.

Please return this letter with the exact name to be on the banner completed below and your check payable to "Ashland 150<sup>th</sup> Fund" to Ashland 150<sup>th</sup> Celebration, PO Box 15, Ashland NH 03217.

---

THANK YOU FOR YOUR SUPPORT!

Ashland 150<sup>th</sup> Celebration Committee,  
Jane Lyford Sawyer, Chair  
Kendall Hughes, Vice Chair  
Bob Baker, Treasurer  
Jeanette Stewart, Secretary

Ashland 150<sup>th</sup> Celebration Committee  
July 20 to July 29, 2018 Celebration

Proposed Budget

Estimated Income:

Pictorial Books	\$ 900
Ornaments	1,300
Mugs	1,000
Pens	100
Calendars	800
License Plates	1,000
Utility Pole Banners	8,000
Warrant 2017	5,000
Warrant 2018	15,000
150 <sup>th</sup> Yearbook	4,300
Day in Park Banners	<u>5,000</u>
<b>Total Estimated Income:</b>	<b>\$ 42,400.</b>

Estimated Expenses:

Secession Reenactment	\$
Civil War Ball	7,500
Cemetery Walks (2)	
Street Dance	1,400
Parade	9,200
150 <sup>th</sup> Celebration/Day in Park	4,300
Fireworks	8,000
Police Dept.	8,000
Fire Dept	<u>4,000</u>
<b>Total Estimated Expenses</b>	<b>\$ 42,400.</b>

Ashland 150<sup>th</sup> Celebration Committee  
July 20 - July 29, 2018 Celebration

Proposed Budget

Estimated Income:

<b>Pictorial Books</b> (90 @ \$18 each)	\$ - 1,620.00	
Sell 85 @ \$29.95 each:	<u>+ 2,545.75</u>	
(Retain 5 for officers/raffles)		
<b>Total profit:</b>		\$ 925.75
<b>Ornaments</b> (200 @ \$3.53; add'l @ \$4)	- 706.00	
Sell 200 @ \$10 each	<u>+ 2,000.00</u>	
<b>Total profit:</b>		1,294.00
<b>Mugs w/ box</b> (150 @ \$3.52; add'l same price)	- 528.00	
Sell 149 (1 broken) @ \$10 each	<u>+ 1,490.00</u>	
<b>Total profit:</b>		962.00
<b>Pens</b> (150 @ \$1.12; add'l same price)	- 168.00	
Sell 150 @ \$2 each	<u>+ 300.00</u>	
<b>Total profit</b>		132.00
<b>Calendars</b> (50 @ \$7 each; add'l same)	-350.00	
(Add't 50 @ \$7 each)	-350.00	
Sell 100 @ \$15 each	<u>+ 1,500.00</u>	
<b>Total profit:</b>		800.00
<b>License plates</b> (100 @ \$10 each; add'l same)	-1,000.00	
Sell 100 @ \$20 each	<u>+ 2,000.00</u>	
<b>Total profit:</b>		<u>1,000.00</u>
<b>Subtotal for souvenir items:</b>		5,113.75
<b>Utility pole banners</b>		8,000.00
<b>Warrant 2017</b>		5,000.00
<b>Warrant 2018</b>		15,000.00
<b>Yearbook</b>		4,300.00
<b>Day in Park Banners</b>		<u>5,000.00</u>
<b>Total Estimated Income:</b>		\$ 42,413.75

Ashland 150<sup>th</sup> Celebration Committee  
 July 20 - July 29, 2018 Celebration  
 Page 2

**Estimated Expenses:**

<u>Secession Reenactment</u>		\$ .00
<u>Civil War Ball</u>		
Train Ride (\$6,200/240 passengers@\$25)	\$ 6,200.00	
Common Man Rooms (2 x \$350)	700.00*	
Hardtacks - Civil War Music Group	<u>650.00</u>	7,550.00
*excludes cost of meal, drinks, etc.		
<u>Cemetery Walks (2)</u>		.00
<u>Street Dance</u>		
Club Soda (3 hrs)	1,200.00	
Portapotties	<u>200.00</u>	1,400.00
<u>Parade:</u>		
Sixth NH Regiment	300.00?	
Mattatuck Drum & Fife	3,000.00	
NH Police Pipes & Drum	1,750.00	
Muchachos	2,500.00	
Bektash Minichopper Unit	300.00	
Bektash Mini-Car Patrol	500.00	
Sanbornton (Moulton) Band	450.00?	
Baker Valley Band	<u>450.00?</u>	9,250.00
<u>Day in Park:</u>		
Stacey Lucas, face painting (\$75 x 3 hrs)	225.00	
Mo Balloon Fun (\$125 x 4 hrs min.)	500.00	
Jim Gleich, juggler (\$250 x 1 hr)	250.00	
Pony rides (2 hrs?)	250.00?	
Art Harriman (1 hr)	250.00	
Jordan Tirrell-Wysocki Trio, Irish Group (Trio x 2 hrs)	750.00	
Just Because (2 hrs)	950.00	
Granite State Cloggers	free	
Contra Group? Country line dancing? Tai Chi?		
Lakes Region Chordsmen?		
Portapotties & sink	<u>1,150.00</u>	4,325.00
<u>Fireworks</u>		8,000.00
<u>Police costs for week</u>		8,000.00
<u>Fire Dept costs for week</u>		<u>4,000.00?</u>
<b>Total Estimated Expenses</b>		<b>\$42,525.00</b>



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**Victoria F. Sheehan**  
**Commissioner**

January 9, 2018

**William Cass, P.E.**  
**Assistant Commissioner**

Charles Smith  
Town Administrator  
Town of Ashland  
20 Highland Street  
Ashland, NH 03217

RE: ASHLAND, X-A004 (610), #41370  
Main Street/NH Routes 3 and 25  
Transportation Alternative Program (TAP)  
**CONSULTANT SCOPE & FEE APPROVAL**  
**NOTICE TO PROCEED WITH ENGINEERING STUDY**

Dear Mr. Smith:

We have reviewed the following documentation submitted by the Town for the Department's review and approval of KV Partners Engineering Proposal for engineering services from Engineering Study through Bid Phase services for the above-referenced project.

- Cover letter dated December 18, 2017 describing the scope & fee process (Attachment A)
- Consultant draft scope of work dated October 27, 2017 (Attachment B)
- Consultant revised scope of work dated November 7, 2017 (Attachment C)
- Independent Government Estimate by Town dated November 17, 2017 (Attachment D)
- Consultant draft scope and fee dated November 22, 2017 (Attachment E)
- Consultant final scope and fee dated November 28, 2017 (Attachment F)
- Consultant final scope and fee revised December 18, 2017 (Attachment G)

We approve the Engineering Proposal for \$53,800 with \$39,100 for Preliminary Design (Engineering Study + Preliminary Design) and \$14,700 for Final Design (Final Design + Bidding Services). We see that the consultant has chosen to use a lump sum contract and fix the NHDOT approved overhead rate of 61.29% for the life of this contract.

Please note that a contract amendment will be required for construction engineering services. This should be prepared and submitted close to submission of final plans, but we recommend no later than 8 weeks prior to the bid advertisement date to allow adequate time for preparation and review of the Independent Government Estimate (IGE), the Department's review and approval of the contract amendment, the Department's preparation and processing of the Plans, Specifications & Estimate (PS&E) and obtaining FHWA approval of PS&E Estimate. In addition, the Engineer's Estimate for Engineering Study, Preliminary Design and Final Design submissions needs to include the anticipated fee for construction engineering.

Please submit a copy of the executed copy of the final scope and fee contract agreement for our files. Please contact me if you have any questions.

Sincerely,

Robert Hudson, PE  
Project Manager  
Bureau of Planning and Community Assistance  
Tel. (603) 271-7866

RAH/dmp

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483  
TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

# **KVPartners LLC**

P.O. Box 432, New Boston, NH 03070

(603) 413-6650

December 18, 2017

Charles Smith, MPA  
Town Administrator  
Town of Ashland  
20 Highland Street  
P.O. Box 517  
Ashland, NH 03217

Re: **Design and Construction Services for the Transportation Alternatives Program Sidewalk Project  
Main Street (US Route 3, NH Route 25) and Gordon Street - AGREEMENT**

Dear Mr. Smith:

KVPartners is pleased to submit this Agreement for professional engineering services for the Transportation Alternatives Program (TAP) work for the Town of Ashland, NH (Town). The project is to provide continuous sidewalks and granite curb along north side of NH Route 3 (Main Street) and the west side of Gordon Street for a total distance of about 3,100 feet. See attached TAP Grant Application Plan.

The scope of the work for the project includes sidewalks, curbing, some new drainage, temporary easements, driveway grading, utility adjustments, crosswalks at the intersections, mid-block crosswalks, rectangular rapidly flashing beacons (RRFBs), street trees, signs, striping and other related project elements. This is a federally funded project and all work will be completed in accordance with the LPA Manual.

The following scope of services was prepared based on our understanding of your needs for this project.

## **1. Scope of Services**

### **Task 1 - Engineering Study**

#### ***Project Initiation***

The purpose of this task is to become thoroughly familiar with all aspects of the project, from existing conditions to technical issues to project execution. Specific tasks include:

- Obtain and review available data and information necessary to complete the scope of services, as herein specified. Information will include; record drawings of existing facilities, field surveys, topographic maps, tax maps, right-of-way plans, and subsurface data.
- Attend a project kickoff meeting with Ashland representatives to review available information and data, discuss the execution of the scope of services, and more clearly define project goals and objectives.
- Discuss project details with NHDOT representatives.

### ***Field Survey and Base Plans***

The purpose of this task is to complete an existing conditions survey and prepare base plans to complete the preliminary and final design. Specific tasks include:

- Survey will be completed within the roadway area (edge of pavement to edge of pavement) plus 25 feet outside pavement areas on the proposed sidewalk side within the project limits. Work will include;
  - Obtain topographic information at two-foot contour intervals based on the 1929 or 1983 NGVD datum. Additional spot elevations will be added to the plans define areas where contours alone do not define the existing topography.
  - Obtain locations and rim elevations (including invert elevations of drainage structures) of existing utilities within the project limits.
  - Obtain locations of existing above grade structures and surface features (buildings, sidewalks, trees, plantings, fences, utility poles, driveways, edges of pavement, retaining walls, hydrants, pavement markings, mailboxes, signs/sign type, etc.) within the project limits.
  - Coordination with utility companies will include early contact with any private and/or public utilities identified within the project area.
  - Establish benchmarks and a construction baseline.
  - Research available data and information regarding location of the right-of-way, easements, and property lines. Establish roadway right of way lines.
- Perform a field reconnaissance of the project area to identify possible construction problems due to surface features and topography. The reconnaissance will include still photographs to document pre-construction conditions.
- Prepare base plans of the project site based on data and information obtained.

### ***Coordination Meetings***

During this phase of work, the project team will meet with Town officials discuss alternatives and refine concepts for further design. Meetings with the NHDOT (Concord and District), Town Department heads, and elected officials will be completed to coordinate project design elements. Ten (10) meetings are included as part of this task. Two of these meeting will be public meetings with the Board of Selectmen that include the Local Concerns Meeting and the Public Presentation of Preferred Alternative meeting as described in the LPA Manual. All design activities with be coordinated with NHDOT. The Purpose and Need Statement will be developed prior to the second public meeting.

### ***Environmental Review and Documentation***

The environmental review will include completion of the Programmatic Categorical Exclusion (CE) checklist and compilation of associated data. These efforts will include the Request for Project Review (RPR) from NHDHR, coordination with various agencies required, coordination with the NHDOT Environmental Section, and follow up revisions as required based on comments received. It is assumed that this project will qualify for a Programmatic Categorical Exclusion.

### ***Alternatives Analysis/Proposed Layout***

Several cross section alternatives for the sidewalks will be presented to the Town. The alternatives will provide the curb location, grading, grass strip widths, existing grades at the back of the sidewalk, width of the sidewalk and ADA requirements.

Conceptual plans for the project area will be developed and will include sidewalk locations, sidewalk typical sections, landscape areas, crosswalks, (RRFBs), drainage improvements, street trees, and other details, as necessary, to fully describe the project design concepts. Based on the preferred alternative, we will prepare colored drawings for presentation purposes. Drawings will be colored and labeled for presentation to the Town.

### ***Cost Estimate***

An estimate of probable construction costs will be developed for each alternative. Costs will be derived from recent bidding experience and standard unit prices.

### ***Engineering Study Document***

Upon completion of the tasks previously listed, the Engineering Study will be submitted to NHDOT for review and approval. The Engineering Study will be completed in compliance with the LPA Manual.

### **Task 2 – Preliminary Design**

The purpose of this task is to prepare preliminary designs and recommendations for submission to the Town, school officials and to the NHDOT, as required by the project funding. It is assumed that there will be one alternative selected that will be advanced to the Preliminary Design phase. The following tasks will be completed:

#### ***Preliminary Plans***

Based on the preferred alternative plans, Preliminary Plans will be prepared as described in the LPA Manual and will be submitted to NHDOT for approval.

It is anticipated that the following plan sheets will be required:

- Cover Sheet
- General Notes and Legend
- Construction Details (3 sheets)
- Construction Plans (1"=20') (4 sheets)
- Gutter Line Profiles (4 sheets)
- Erosion Protection Plan (1 sheet)
- Traffic Management Plan (1 sheet)
- Cross Sections at 50' intervals (5 sheets)

#### ***Drainage Analysis***

The amount of new impervious areas will be limited but the addition of a new curb will change the way flow travels along the edge of the roadway. Drainage analysis is required to determine the amount of water that may spread onto the roadway with the installation of the new curb. It is assumed that the new drainage system will include catch basins and pipes and tie directly into the existing State drainage system. It is not anticipated that there will be any significant increase in flow to the State drainage system and that peak flow rate mitigation is not required. Specific analysis task will include the following:

- Overall watershed and sub-watershed areas will be defined using USGS mapping, aerial photography, and field verification of surface features. Sub-watersheds will be computed for each existing/proposed catch basin or inlet included in the study area. Soils mapping will be used to determine soil types and for determining hydrologic soils groups. Land use will be as determined from the record mapping and as refined by field efforts.
- Hydrologic computations for overall watershed and sub-watershed peak flow rates and runoff volumes will be computed using HydroCAD Release 10 based on the information described above for the 2, 10 and 25-year design storm events. The analysis will be completed for both the existing condition and proposed condition (including the new drainage systems) within the project area. The drainage analysis

will include a comparison of pre-vs. post construction peak flow rates at all connections to the State drainage system or other downstream discharge points.

#### ***Mid-Block Crosswalk Lighting Design***

Mid-block crosswalks require lighting designed per FHWA-HRT-08-053 "Informational Report on Lighting Design for Midblock Crosswalks" on State Highways. A photometric plan will be prepared to design the lights. Based on the photometric plan appropriate lights will be included in the project design.

#### ***Agency Coordination***

Coordinate with NHDOT and involved permitting agencies for the completion of the Programmatic Categorical Exclusion (CE) checklist. Prepare a Traffic Control Committee (TCC) Memorandum and submission to William Oldenburg at DOT. The TCC will review the Memo to determine if the project will require a presentation to the TTC or if project is exempt from presentation. Attend a TCC meeting if needed.

#### ***Cost Estimate***

An estimate of probable construction costs will be developed for based on the selected alternative. Costs will be derived from recent bidding experience and standard unit prices.

#### ***Task 3 - Final Design***

The purpose of this task is to advance the project from preliminary design to final design and prepare final plans and specifications suitable for public bidding. This task of the project will involve the development of final design plans for bidding and construction. This phase also includes preparation of an updated estimate and bid documents and preparation of the following documents and reviews required by the NHDOT/FHWA:

- Plans Specifications & Estimate (PS&E) Checklist for submission to NHDOT
- Right-of-Way Certification
- Utility Certification

Approval of the above documents is required under the NHDOT's LPA process prior to bidding.

KVPartners will prepare plans and contract documents in accordance with NHDOT design manuals and the "Standard Specifications for Road and Bridge Construction" while also incorporating any specific contract requirements identified by the Town.

#### ***Temporary Easements***

Temporary Easements for construction will be obtained as outlined in the Draft Section 19 of the LPA Manual. It is assumed that the Waiver Valuation process will be followed since all easement values are expected to be below \$10,000. These efforts are summarized as follows:

- Obtain the Abstract of Title (Town will complete this effort)
- Establish a Waiver Valuation Team consisting of the Town Administrator, Tax Assessor and the engineer
- Depict all temporary easements on the project plans and develop individual plans (8 ½" x 11") for each parcel for inclusion with the right of way documents for the property owner.
- Following the steps in Section 19 of the LPA Manual the Team will complete the just compensation analysis and develop Estimate of Compensation (EOC) sheets. All property values and offer amounts will be determined by the Town and be based on market values. This analysis and contemplated offers must be reviewed by NHDOT prior to negotiations.
- Develop a Notice of Offer form with attached easement plan as described above.

- Once Compensation has been set and approved by NHDOT, the Town will contact property owners and commence negotiations in accordance with the LPA Manual.
- This will include notifying the property owner that the town is interested in acquiring an easement on their property and informing them of the basic protections provided to them by law. All offers will be in writing for the full amount established by just compensation analysis described above.
- Once all easements are obtained the Town will submit a ROW Certificate to NHDOT including all executed easements and proof of payment for the easements.

It is assumed that up to 10 temporary easements will be required.

#### ***Bid Documents***

Prepare plans, contract forms, bidding requirements, and technical specifications (bid documents) in a form suitable for public bidding and in accordance with NHDOT requirements for TAP projects. Specifications will be NHDOT format with KVPartners General Conditions supplemented with additional provisions required by funding agencies. Standard NHDOT pay items will be used for bidding. Plans will be completed in accordance with KVPartners drafting standards and as required by NHDOT comments.

#### ***Cost Estimate***

Prepare an estimate of probable construction costs for the project using unit quantities developed for the general bid as the basis of the estimate.

#### ***Coordination***

Meet with Town staff to discuss project progress and identify specific requirements for incorporation into the contract documents.

#### **Task 4 - Bidding Services**

The Town of Ashland will publicly bid this project in accordance with funding requirements for TAP projects (we will prepare the ad). We will coordinate distribution of the plans and addendums with a professional printing company (Signature Digital Imaging) and trade organizations (Construction Summary and Associated General Contractors of NH). Prospective bidders will purchase copies of the plans directly from the printing company. Tasks include the following:

- Address Questions from prospective bidders, suppliers, and project advertising agencies by compiling a list of the questions and approved responses and issuing addenda to the contract.
- Distribute plans and specifications at cost to prospective bidders and suppliers.
- Schedule and facilitate a pre-bid meeting, compiling questions for a formal addenda response.
- Attend and facilitate a bid opening.
- Preparation of a bid tabulation of all bidder's submissions and the final engineering cost estimate.
- Evaluate the bids for compliance with contract requirements and check for unbalanced bid items. Provide the LPA and NHDOT guidance on any unbalanced conditions detected during analysis.
- Recommendation for award of contract to lowest price responsible bidder.

#### **Task 6 - Construction Services**

Construction phase services are not included as part of this contract. It is expected that these services will be negotiated as part of future contract amendment as the work is better defined. The following are basic services to be provided for construction administration and observation. The primary intent is to provide near full time field observation of construction activities and associated construction administration. The duration of the construction schedule and labor effort required will be defined prior to construction in accordance with the LPA Manual.

- Attend a pre-construction meeting with Town, contractor, NHDOT, and utility representatives to discuss project schedule and execution by the contractor, submittal requirements, assignment of roles and responsibilities and communication requirements. In addition, record names, addresses, and telephone numbers of all contractors and subcontractors. Prepare agenda and facilitate the meeting.
- Review shop drawings, samples, test results, inspection reports and certificates, schedules, bonds, record information and other data which the contractor is required to submit and take appropriate action based on the data and information provided. Determine the acceptability of substitute materials proposed by the Contractor(s). Review shall be for conformance with the design concept of the approved plans and other approved documents. Review shall not include means, methods, sequences, techniques, or procedures of construction or safety precautions and programs related to construction operations.
- Visit the site at intervals appropriate to the stage of construction to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work, but rather are to allow KVPartners employees, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the approved plans and other approved documents. Based on this general observation, KVPartners will keep the Town informed about the progress of the work and will endeavor to guard the Town against deficiencies in the work.
- A qualified testing lab will be engaged during construction by KVPartners to perform inspections and/or testing as required by the specifications or applicable building codes. Materials testing will be completed in accordance with the Quality Assurance Program for Municipally Managed New Hampshire DOT Projects under the observation of KVPartners.
- Collect Certified Payrolls for the prime contractor and all subconsultants in accordance with the Federal funding requirements and NHDOT procedures. Maintain a copy of the Certified Payrolls submitted on the project site (or in Town Hall) for audit by NHDOT.
- Issue instructions of the Town to the contractor and, as the Town's consultant, require special inspections or testing of the work. Act as initial interpreter of the requirements of the approved plans and other approved documents and judge the acceptability of the work and make decisions on all claims of the Town and contractor relating to the acceptability of the work or in the interpretation of the requirements of the approved plans and other approved documents pertaining to the execution and progress of the work. KVPartners shall not be liable for the result of any such interpretations or decisions rendered in good faith.
- Conduct a review to determine if the project is substantially complete and to determine if, to the best of KVPartners' knowledge, the work has been completed in substantial conformance with the approved plans and other approved documents. Conduct a final review with Town representatives to determine if the work is completed in conformance with all requirements set forth by the Town.
- Prepare reports for each site visit that will include hours on the job site, weather conditions, observed daily activities and on-site testing, and decisions.
- Maintain project files at the offices of KVPartners. A copy of all such project files shall be provided to the Town. Project files may include: correspondence; meeting minutes; copies of approved plans, reports and other documentation; shop drawings; test results; inspection reports and certificates; schedules; bonds; daily reports; field directives; clarifications and interpretations of the approved plans; progress

reports; and other project related documents. Project files shall be maintained for the duration of the project.

- Reports: Furnish periodic reports, as required, of progress of the work and of the Contractor's compliance with the progress schedule. Such reports will be completed in a timely manner in accordance with a schedule agreed upon with the Town.
- Reproducible as-built plans will be prepared by KVPartners and submitted to NHDOT prior to final contractor payment.

KVPartners shall not supervise, direct, or have control over the contractor's work nor have any responsibility for construction means, methods, techniques, sequences, or procedures selected by the contractor, nor for the contractor's safety precautions in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the approved plans and other approved documents.

KVPartners shall not be responsible for the acts or omissions of the contractor, subcontractor, or any of the contractors' or subcontractors' agents or employees. KVPartners does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the approved plans and other approved documents.

## **2. Information and Services to be Furnished by the Town and Assumptions**

The Town will furnish to and shall assist KVPartners in obtaining from municipal and state agencies and private individuals or companies such information and data as is available and pertinent to the work contemplated under this Agreement and provide such services as indicated herein. In general, this will consist of the following:

- Provide access to available records, information, and data necessary to perform the services as described herein.
- Arrange for access to and make provisions for KVPartners to enter public and private properties, as required, to perform the services as described herein.
- No traffic counts will be required and no permits from NHDES will be required.

## **3. Schedule**

The work will be completed in accordance with the following schedule assuming all review comments and meetings are received/scheduled as noted below.

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| • Notice to Proceed Engineering Study | January 1, 2017                       |
| • Survey Complete/Delivered           | January 30, 2017 (weather permitting) |
| • Local Concerns Meeting              | February 2018                         |
| • Public Information Meeting          | March 2018                            |
| • Engineering Study/ Concept Plans    | April 1, 2018                         |
| • Notice to Proceed Preliminary Plans | May 1, 2018                           |
| • Preliminary Plan Submittal          | June 1, 2018                          |
| • Notice to Proceed/Final Design      | July 1, 2018                          |
| • Final Plans Submittal               | August 1, 2018                        |
| • Notice to Proceed/PS&E              | August 15, 2018                       |
| • PS&E Documents Submitted            | September 1, 2018                     |

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- |                              |                       |
|------------------------------|-----------------------|
| • Authorization to Advertise | October 15, 2018      |
| • Open Bids                  | Fall 2018/Winter 2019 |

This preliminary schedule will have to be updated monthly as project needs are better defined and an anticipated construction period is discussed with the Town. The schedule will also be dependent on NHDOT reviews. It is expected that all construction will be completed in a single-season during the spring – summer of 2019.

#### **4. Fee and Payment**

The total lump sum fee for all professional services and expenses to complete the scope of services described above is as shown in the table below and as shown for information purposes in the attached fee breakdown. Invoices will be submitted monthly on a percent complete basis for each task and are payable within 30 calendar days from the date of the invoice. The NHDOT audited overhead rate of 61.29% will remain effective for the life of this contract.

Task	Fee Amount
Task 1 – Engineering Study	\$24,500
Task 2 – Preliminary Design	\$14,600
Task 3 – Final Design	\$11,900
Task 4 – Bidding Services	\$2,800
<b>TOTAL PROJECT AMOUNT</b>	<b>\$53,800</b>

#### **5. General Conditions**

Town of Ashland, NH (Town) and KVPartners hereby agree as follows:

1. Governing Law: This Agreement shall be governed by the laws of the State of New Hampshire.
2. Payment: Payment of invoices shall not be subject to any discounts or offsets by the Town unless agreed to in writing by KVPartners. Payment to KVPartners for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
3. Suspension of Services: If Town fails to make payments when due or otherwise is in breach of this Agreement, KVPartners may suspend performance of services within seven (7) calendar days' notice to Town. KVPartners shall have no liability whatsoever to Town for any costs or damages as a result of such suspension caused by any breach of this Agreement by Town.
4. Termination: Either party may terminate this Agreement for cause upon giving the other party not less than fifteen (15) calendar days' written notice for any of the following reasons: substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; suspension of the Project or KVPartners services by Town for more than ninety (90) calendar days, consecutive or in the aggregate; or material changes in the conditions under which the Agreement was entered into. In the event the termination is not the fault of KVPartners, Town shall pay KVPartners its compensation for services performed up to the termination date, plus costs incurred by KVPartners associated with the orderly termination of the Agreement. Either party may also terminate this Agreement for no cause upon thirty (30) days written notice.

5. KVPartners shall, at its expense, obtain and maintain insurance to protect itself from claims under workmen's compensation acts; claims or damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of KVPartners. KVPartners shall provide insurance coverage with limits of liability as specified in the attached insurance certificate.
6. The Town acknowledges that KVPartners is a limited liability company and agrees that any claim made by the Town arising out of any negligent acts, errors or omissions of any owner or employee of KVPartners in the performance of duties under this Agreement shall be made against KVPartners as a limited liability company and not against such owner or employee.
7. Indemnification: The Town agrees to indemnify and hold harmless KV Partners from all claims and costs (including, but not limited to, attorney's fees) arising out of the agreement except when such claims and costs are caused by the intentional torts, negligent acts, errors or omissions of KV Partners. KV Partners agrees to indemnify and hold harmless the Town from all claims and costs (including, but not limited to, attorney's fees) arising out of the agreement except when such claims and costs are caused by the intentional torts, negligent acts, errors or omissions of the Town.
8. Documents: All reports, field data, notes, calculations, estimates, designs and other documents (in hard copy format) which KVPartners prepares are instruments of service and shall become the property of the Town. Town shall indemnify and hold harmless KVPartners from all costs, claims, and damages resulting from the Town's unauthorized alteration of such documents.
9. Records and Reports: KVPartners shall maintain adequate cost records for all work performed under this Agreement. All records and other evidence pertaining to costs incurred shall be made available at reasonable times during the Agreement period and for three (3) years from the date of final voucher payment for examination by the NHDOT, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

#### **6. Acceptance**

If this Agreement meets with your approval, please have an authorized representative of the Town of Ashland, NH sign and date the Agreement as indicated below. This Agreement becomes effective upon Town acceptance and approval by the New Hampshire Department of Transportation Bureau of Planning and Community Assistance (NHDOT). Please return one copy of this Agreement to my attention at P.O. Box 432, New Boston, NH 03070.

Sincerely,

**KV Partners LLC**



Michael S. Vignale, P.E.  
Principal Engineer

**Town of Ashland, New Hampshire**

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\_\_\_\_\_  
Date

**KV Partners LLC**

## Fee Proposal

TASK	Principal Engineer	Senior Engineer	Engineer	Total	Fee
<b>Task 1 - Engineering Study</b>					
Project Initiation	4	6		10	
Field Survey and Base Plans	4		8	12	
Coordination Meetings	12		4	16	
Environmental Review and Documentation	12	12		24	
Alternatives Analysis/Proposed Layout	16	32		48	
Cost Estimate	4	8		12	
Engineering Study Document	16	24		40	
<b>TOTAL HOURS</b>	<b>68</b>	<b>82</b>	<b>12</b>	<b>162</b>	
HOURLY DIRECT LABOR RATE	\$50.00	\$46.00	\$42.00		
INDIRECT LABOR COSTS (61.29%)	\$30.65	\$28.19	\$25.74		
PROFIT (15%)	\$12.10	\$11.13	\$10.16		
TOTAL LABOR COST PER HOUR	\$92.74	\$85.32	\$77.90		
<b>TOTAL LABOR</b>	<b>\$6,306</b>	<b>\$6,996</b>	<b>\$935</b>	<b>\$14,237.71</b>	<b>\$14,238</b>
<b>EXPENSES</b>					
Field Survey				\$7,450	
Landscape Architect				\$2,000	
Mileage		900 miles at \$0.535 per mile		\$482	
Printing and Miscellaneous				\$331	
<b>TOTAL EXPENSES</b>				<b>\$10,263</b>	<b>\$10,263</b>
<b>Total Task 1 Fee</b>					<b>\$24,500</b>

TASK	Principal Engineer	Senior Engineer	Engineer	Total	Fee
<b>Task 2 - Preliminary Design</b>					
Preliminary Plans	16	24	12	52	
Drainage Analysis	16	24		40	
Mid Block Crosswalk Lighting Design	4	8		12	
Agency Coordination	8	16		24	
Cost Estimates	4	8		12	
<b>TOTAL HOURS</b>	<b>48</b>	<b>80</b>	<b>12</b>	<b>140</b>	
HOURLY DIRECT LABOR RATE	\$50.00	\$46.00	\$42.00		
INDIRECT LABOR COSTS (61.29%)	\$30.65	\$28.19	\$25.74		
PROFIT (15%)	\$12.10	\$11.13	\$10.16		
TOTAL LABOR COST PER HOUR	\$92.74	\$85.32	\$77.90		
<b>TOTAL LABOR</b>	<b>\$4,452</b>	<b>\$6,826</b>	<b>\$935</b>	<b>\$12,212.23</b>	<b>\$12,212</b>
<b>EXPENSES</b>					
Landscape Architect				\$1,500	
Mileage		900 miles at \$0.535 per mile		\$482	
Printing and Miscellaneous				\$406	
<b>TOTAL EXPENSES</b>				<b>\$2,388</b>	<b>\$2,388</b>
<b>Total Task 2 Fee</b>					<b>\$14,600</b>

TASK	Principal Engineer	Senior Engineer	Engineer	Total	Fee
<b>Task 3 - Final Design</b>					
Final Design Plans	12	40	12	64	
Temporary Easements	6	12		18	
Bid Documents	8	16		24	
Cost Estimate	4	8		12	
Coordination	8	4		12	
<b>TOTAL HOURS</b>	<b>38</b>	<b>80</b>	<b>12</b>	<b>130</b>	
HOURLY DIRECT LABOR RATE	\$50.00	\$46.00	\$42.00		
INDIRECT LABOR COSTS (61.29%)	\$30.65	\$28.19	\$25.74		
PROFIT (15%)	\$12.10	\$11.13	\$10.16		
TOTAL LABOR COST PER HOUR	\$92.74	\$85.32	\$77.90		
<b>TOTAL LABOR</b>	<b>\$3,524</b>	<b>\$6,826</b>	<b>\$935</b>	<b>\$11,284.82</b>	<b>\$11,285</b>
<b>EXPENSES</b>					
Mileage		450 miles at \$0.535 per mile		\$241	
Printing and Miscellaneous				\$374	
<b>TOTAL EXPENSES</b>				<b>\$615</b>	<b>\$615</b>
<b>Total Task 3 Fee</b>					<b>\$11,900</b>

Ashland TAP Project  
12/18/2017

TASK	Principal Engineer	Senior Engineer	Engineer	Total	Fee
<b>Task 4 - Bidding Services</b>					
Technical Questions and Addenda	4	4		8	
Pre-Bid Meeting	4			4	
Bid Opening	4			4	
Bid Review and Recommendation	4	4		8	
<b>TOTAL HOURS</b>	16	8	0	24	
HOURLY DIRECT LABOR RATE	\$50.00	\$46.00	\$42.00		
INDIRECT LABOR COSTS (61.29%)	\$30.65	\$28.19	\$25.74		
PROFIT (15%)	\$12.10	\$11.13	\$10.16		
TOTAL LABOR COST PER HOUR	\$92.74	\$85.32	\$77.90		
<b>TOTAL LABOR</b>	\$1,484	\$683	\$0	\$2,166.45	<b>\$2,166</b>
<b>EXPENSES</b>					
Mileage			450 miles at \$0.535 per mile	\$240	
Printing and Miscellaneous				\$394	
<b>TOTAL EXPENSES</b>				\$634	<b>\$634</b>
<b>Total Task 4 Fee</b>					<b>\$2,800</b>
<b>TOTAL ENGINEERING FEE</b>					<b>\$53,800</b>

TOWN OF ASHLAND  
STATE OF NEW HAMPSHIRE  
2018 WARRANT

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 3<sup>rd</sup> 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 1. ELECTION OF OFFICERS**

Board of Selectmen: 3-year term – 2 positions  
Board of Selectmen: 2-year term – 1 position  
Town Moderator: 2-year term – 1 position  
Town Clerk/Tax Collector: 3-year term – 1 position  
Town Trustee of the Trust Funds: 3-year term – 1 position  
Library Trustee: 3-year term – 1 position  
Supervisor of the Checklist: 6-year term – 1 position  
Electric Commissioner: 3-year term – 1 position  
Electric Commissioner: 1-year term – 1 position  
Water and Sewer Commissioner: 3-year term – 1 position  
Water and Sewer Commissioner: 2-year term – 1 position  
Budget Committee: 3-year term – 2 positions  
Budget Committee: 2-year term – 2 positions  
Cemetery Trustee: 3-year term – 1 position

**ARTICLE 2.** No tax impact in 2018

[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).

Recommended by the Board of Selectmen vote 5-0

Not to recommend by the Budget Committee vote 3-3

**ARTICLE 3.** No tax impact – paid from septage receiving revenue

To see if the municipality will vote to raise and appropriate the sum of \$1,500,000 (gross budget) for the construction and equipping of a new Septage Receiving Station and to authorize the issuance of not more than \$1,500,000 in bonds or notes for that purpose, in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the Board of Selectmen and Water and Sewer Commissioners to issue and negotiate such bonds or notes and to determine the rate of interest thereon.

Recommended by the Board of Selectmen vote 4-0

Recommended by the Budget Committee vote 5-2

**ARTICLE 4.** No tax impact – paid from septage receiving revenue

To see if the municipality will vote to raise and appropriate the sum of \$30,000 (gross budget) for development of an Asset Management Plan, for the Water and Sewer Department sewer capital assets, and to authorize the issuance of not more than \$30,000 in bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the Water and Sewer Commissioners to issue and negotiate such bonds or notes and to determine the rate of interest thereon.

Recommended by the Board of Selectmen vote 4-0

Not recommend by the Budget Committee vote 3-2-1

**ARTICLE 5.** Estimated tax impact is \$11.70

Shall the Town of Ashland raise and appropriate as the Town General Government operating budget not including appropriations by special warrant articles and other appropriations voted separately, the amount set forth on the budget posted with the warrant or as amended by vote of the First Session, for the purposes set forth therein totaling \$2,783,337. Should this article be defeated, the operating budget shall be \$2,780,961 which is the same as last year, with certain

adjustments required by previous action of the Town of Ashland or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13 X and XVI to take up the issue of a revised operating budget only.

Recommended by the Budget Committee vote 6-1

#### **ARTICLE 6.**

Shall the Town of Ashland raise and appropriate as the Ashland Electric Department operating budget not including appropriations by special warrant articles and other appropriations voted separately, the amount set forth on the budget posted with the warrant or as amended by vote of the First Session, for the purposes set forth therein totaling \$3,125,250. Should this article be defeated, the operating budget shall be \$3,125,250 which is the same as last year, with certain adjustments required by previous action of the Town of Ashland or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13 X and XVI to take up the issue of a revised operating budget only.

Recommended by the Budget Committee vote 5-1

#### **ARTICLE 7.**

Shall the Town of Ashland raise and appropriate as the Ashland Water Department operating budget not including appropriations by special warrant articles and other appropriations voted separately, the amount set forth on the budget posted with the warrant or as amended by vote of the First Session, for the purposes set forth therein totaling \$178,191. Should this article be defeated, the operating budget shall be \$253,066 which is the same as last year, with certain adjustments required by previous action of the Town of Ashland or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13 X and XVI to take up the issue of a revised operating budget only.

Recommended by the Budget Committee vote 5-2

#### **ARTICLE 8.**

Shall the Town of Ashland raise and appropriate as the Ashland Sewer Department operating budget not including appropriations by special warrant articles and other appropriations voted separately, the amount set forth on the budget posted with the warrant or as amended by vote of the First Session, for the purposes set forth therein totaling \$422,401. Should this article be defeated, the operating budget shall be \$403,780 which is the same as last year, with certain adjustments required by previous action of the Town of Ashland or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13 X and XVI to take up the issue of a revised operating budget only.

Recommended by the Budget Committee vote 5-2

**ARTICLE 9.** Estimated tax impact is \$0.23

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.

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 5-1

**ARTICLE 10.** 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.

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 4-1-1

**ARTICLE 11.** Estimated tax impact \$0.11

To see if the town will vote to authorize the Selectmen to enter into a five-year lease purchase agreement for \$189,590 for the purpose of purchasing a four-wheel drive loader for the Public Works Department and to raise and appropriate the sum of \$27,142 for the first-year payment for that purpose. Majority vote required.

Board of Selectmen vote

Recommended by the Budget Committee vote 7-0

**ARTICLE 12.** 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.

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 4-2

**ARTICLE 13.** 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.

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 4-2

**ARTICLE 14.** 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.

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 4-2

**ARTICLE 15.** 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.

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 4-2

**ARTICLE 16.** 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.

Recommended by the Board of Selectmen vote 5-0

Not to recommend by the Budget Committee vote 3-3

**ARTICLE 17.** 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 placed in the Ashland Library Building Capital Reserve Fund, established in 2015 for the purpose of purchasing, building and/or renovating a facility (including furnishing and equipment) for the Ashland Town Library.

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 4-2

**ARTICLE 18.** Estimated tax impact \$0.00

To see if the town will vote to raise and appropriate the sum of Two Thousand Dollars (\$2,000) 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.

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 7-0

**ARTICLE 19.** 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.

Recommended by the Board of Selectmen vote 4-1

Not to recommend by the Budget Committee vote 4-2

**ARTICLE 20.** No tax impact

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.

Recommended by the Board of Selectmen vote 4-1

Not to recommend by the Budget Committee vote 3-3

**ARTICLE 21.**

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.

Recommended by the Board of Selectmen vote 5-0

Not to recommend by the Budget Committee vote 3-3

**ARTICLE 22.**

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).

Recommended by the Board of Selectmen vote 5-0

Recommended by the Budget Committee vote 4-2

**ARTICLE 23.**

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

Recommended by the Board of Selectmen vote 3-2

**ARTICLE 24.**

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.

Recommended by the Board of Selectmen vote 3-2

**ARTICLE 25.** PETITIONED ARTICLE [*\*Public hearing*]

Shall we rescind the provisions of RSA 40:13 (known as SB 2), as adopted by the Town of Ashland on March 9, 1999, so that the official ballot will no longer be used for voting on all questions, but only for the election of officers and certain other questions for which the official ballot is required by state law?" [40:14 VII] A 3/5 majority of those voting on the question shall be required to rescind.

Board of Selectmen vote

**ARTICLE 26.** PETITIONED ARTICLE [*\*Public hearing*]

Shall we adopt the provisions of RSA 40:14-b to delegate the determination of the default budget to the municipal budget committee which has been adopted under RSA 32:14?" As provided for by RSA 40:14-b Default Budget Determined by Budget Committee. [RSA 40:14-b II (b)(c)] 3/5 majority required to pass [RSA 40:14 I]

Board of Selectmen vote

**ARTICLE 27.** PETITIONED ARTICLE

Shall the Town of Ashland elect the Planning Board by ballot? [RSA 669:17] [RSA 673:2]

Board of Selectmen vote

**ARTICLE 28.** PETITIONED ARTICLE

Shall the Town of Ashland's Zoning Board of Adjustment members be elected as prescribed by RSA 673:3 and RSA 673:5?

Board of Selectmen vote

**ARTICLE 29.** PETITIONED ARTICLE

Shall the Town of Ashland adopt the "Community Rights-Based Ordinance" to protect the health, safety, and welfare of the residents and ecosystems of Ashland, New Hampshire by establishing a Community Bill of Rights which prohibits activities and projects that violate the Bill of Rights, and which provides for enforcement of the Bill of Rights against corporations and governments engaged in those activities and projects?

Board of Selectmen vote

**ARTICLE 30. PETITIONED ARTICLE**

Shall the Town of Ashland adopt the Conflict of Interest Ordinance as drafted below in accordance with RSA 31:39-a Conflict of Interest Ordinances?

Board of Selectmen vote

**ARTICLE 31. PETITIONED. Grafton County Senior Citizens Council**

Estimated tax impact is \$0.03

Shall the voters raise and appropriate Six Thousand Dollars (\$6,000) to Grafton County Senior Citizens Council, Inc. for services for Ashland residents in 2018. These services include congregate meals, home delivered meals, transportation, outreach support, Service Link support, and more. In FY 2017, Grafton County Senior Citizens Council, Inc. provided services for 102 Ashland residents, and Service Link provided services for 45 residents. The cost of providing these services was \$59,636.51.

Board of Selectmen vote

Recommended by the Budget Committee vote 7-0

**ARTICLE 32. PETITIONED. Tri-County Community Action Grafton County**

Estimated tax impact is \$0.01

To see if the Town of Ashland will vote to raise and appropriate the sum of Three Thousand One Hundred and Seven Dollars (\$3,107) for Tri-County Community Action Grafton County for the purpose of continuing services of the Fuel Assistance Program for the residents of Ashland.

Board of Selectmen vote

Recommended by the Budget Committee vote 7-0

**ARTICLE 33. PETITIONED. Genesis Behavioral Health**

Estimated tax impact is \$0.01

To see if the Town of Ashland will vote to raise and appropriate the sum of Three Thousand Five Hundred Dollars (\$3,500) to support emergency services provided by Genesis Behavioral Health to the residents of Ashland

Board of Selectmen vote

Recommended by the Budget Committee vote 7-0

**ARTICLE 34. PETITIONED. Communities for Alcohol and Drug Free Youth (CADY)**

Estimated tax impact is \$0.00

To see if the Town of Ashland will vote to raise and appropriate the sum of One Thousand Dollars (\$1,000) to support Communities for Alcohol and Drug Free Youth (CADY) a non-profit organization serving Ashland and nearby towns.

Board of Selectmen vote

Recommended by the Budget Committee vote 7-0

**ARTICLE 35.** PETITIONED. Pemigewasset River Local Advisory Committee (PRLAC)  
Estimated tax impact is \$0.00

To see if the Town of Ashland will vote to raise and appropriate the sum of Four Hundred Dollars (\$400) for the Pemigewasset River Local Advisory Committee (PRLAC) for the purpose of continuing services of reviewing applications for development along the Pemi River corridor as well as providing water sampling for the Department of Environmental Services and acting as an intervenor in the NH State Energy Commission's review of the Northern Pass project in order to lessen the impact of this project for the residents of Ashland.

Board of Selectmen vote

Recommended by the Budget Committee vote 7-0

**ARTICLE 36.** PETITIONED. Voices Against Violence  
Estimated tax impact is \$0.01

To see if the Town will vote to raise and appropriate the sum of Three Thousand Dollars (\$3,000) for the fiscal year 2017-2018 to support Voices Against Violence, a non-profit Crisis Center and shelter providing emergency shelter, court and hospital accompaniment and general support to women, men and children who are victims of domestic and sexual violence and stalking.

Board of Selectmen vote

Recommended by the Budget Committee vote 7-0

**ARTICLE 37.** PETITIONED. Ashland 150<sup>th</sup> Committee  
Estimated tax impact is \$0.06

To see if the Town will vote to raise and appropriate the sum of \$15,000 to help defray the costs of the 150<sup>th</sup> celebration of the Town being planned by the Ashland 150<sup>th</sup> Committee, which Committee has been established by the Board of Selectmen.

Board of Selectmen vote

Recommended by the Budget Committee vote 7-0

## **BUILDING REGULATIONS WARRANT ARTICLES**

~~Strikeout~~ indicates current text in regulations to be deleted; underscore indicates text to be added.

### **ARTICLE 38. Are you in favor of amending Article 1 of the *Ashland Building Regulations*?**

Purpose: To eliminate the repetitious language in Article 1 that is the same in Article 2 Duties.

### **ARTICLE 39. Are you in favor of amending Article 2.2 of the *Ashland Building Regulations* to add “site plan”?**

Purpose: To mention approved site plans that are already required by regulations prior to issuance of building permits.

“ARTICLE 2.2 If a site plan or subdivision of land is involved, the Ashland Planning Board must approve a developer’s plan before a permit may be issued.”

### **ARTICLE 40. Are you in favor of amending Article 3.1 of the *Ashland Building Regulations* to add “market value if new”?**

Purpose: To clarify that pre-fabricated buildings of a value of \$800 or more require a permit.

“ARTICLE 3.1 Any person or persons, partnership, trust, or corporation intending to construct or erect a new building or to make structural alterations of an estimated material cost or market value if new, of more than \$800 shall first make application for a permit on forms obtained from the Building Inspector.”

### **ARTICLE 41. Are you in favor of amending Article 10 of the *Ashland Building Regulations*?**

Purpose: To clarify that all amendments to Building Regulations will be by town meeting vote except the fee schedule which will continue to be amended through the public hearing process.

“ARTICLE 10: AMENDMENTS: ~~This Ordinance may be amended by a majority vote of any legal town meeting when such amendment is published in the warrants calling for the meeting.~~ Amendments to these regulations [other than adjustment of fees] are to be voted on at the annual Town Meeting.”

### **ARTICLE 42. Are you in favor of amending Article 15 of the *Ashland Building Regulations* to authorize the Board of Selectmen to set fees?**

Purpose: To retain the current process of public hearings for amending the building permit fees.

ARTICLE 15: FEES: ~~Fees for permits may be set by the Planning Board after a public hearing, and do not have to be voted on at the annual Town Meeting.~~ In accordance with RSA 41:9-a,V,

RSA 674:51, III (d) the Board of Selectmen have the authority to set Building permit fees provided that the Board of Selectmen first holds a public hearing on any proposed change in compliance with RSA 41:9-a, IV."

### **ZONING ORDINANCE AMENDMENTS WARRANT 2018**

[~~Strikeout~~ indicates existing language in the *Town of Ashland Zoning Ordinance* to be deleted, underscore indicates amended language to be added.]

**QUESTION 1: Are you in favor of Amendment No. 1 as proposed by the Planning Board for the town's Zoning Ordinance, which adds a new Section 9B, a Groundwater Protection Ordinance that creates an overlay district according to the map which accompanies the proposed ordinance, and within that area, regulations are established to protect both public and private water supplies from possible pollutants?**

**QUESTION 2: Are you in favor of Amendment No. 2 as proposed by the Planning Board for the town's Zoning Ordinance, which amends *Article 4.7* to clarify applications, locations, and sizes of signs on Bed and Breakfast premises?**

#### **4.7 Bed and Breakfast**

~~Exit and Entrance and Parking signs to be determined by applicant and reviewed by Planning Board.~~

Signs located on the property and intended to regulate or guide activities within the property even though such signs may be incidentally visible from outside the property are exempt from the sign permit. They shall not exceed six (6) square feet in size.

**QUESTION 3: Are you in favor of Amendment No. 3 as proposed by the Planning Board for the town's Zoning Ordinance, which adds a new Article 10. SEVERABILITY (SAVING CLAUSE), to update to current language insuring the validity of the ordinance?**

Purpose: To update to current legal language insuring the validity of the ordinance.

The invalidity of any provision of this Ordinance shall not affect the validity of any other provision, nor any prior decisions made on the basis of the valid provisions of this Section. If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding will not affect or impair any other section, clause, provision or portion of this Ordinance.

**QUESTION 4: Are you in favor of Amendment No. 4 as proposed by the Planning Board for the town's Zoning Ordinance, which amends the definition of "Sign" in Article 10 DEFINITIONS?** [NOTE: Number of Article would change to 11 with added SEVERABILITY Article 10.]

**ARTICLE 10 11: DEFINITIONS** Sign: ~~An advertizing~~ Any device that shall include any billboard, outdoor sign, notice poster, display figure, painting, message, placard or any other device which is designated or intended to attract the attention of the public and which is erected and maintained on any property with the purpose to set forth the name of the business or profession conducted on any property, ~~or~~ to identify the goods or services produced or sold on any property or to convey a message to the public. This definition does not include signs warning of hazards on private property, or street numbers for private residences.

Shall the Town of Ashland adopt the Conflict of Interest Ordinance as drafted below in accordance with RSA 31:39-a Conflict of Interest Ordinances?

**SECTION I: DECLARATION OF POLICY:** Where government is based on the consent of the governed, every citizen is entitled to have complete confidence in the integrity of that government. Each local officer of the Town, whether elected or appointed, including paid or unpaid members of various Town boards, commissions, or committees (hereinafter referred to as "Town Official"), must earn and honor that trust by his or her conduct in all official actions. It is the purpose of this ordinance to ensure fair consideration of any application or matter to be voted upon, and also to ensure the appearance of fair consideration so as to maintain public confidence in the integrity of Town government.

**SECTION II: CATEGORIES FOR DISQUALIFICATION:** A Town Official shall be disqualified to act on a matter before a Town board, commission, or committee (hereinafter called the "Town Board") because of a conflict of interest as follows:

A) **FINANCIAL INTEREST:** When the Town Official has a direct personal financial interest in a matter before the Town Board. Such interest includes, but is not limited to, an ownership interest, a mortgage interest, a creditor or debtor interest or relationship.

B) **RELATED BY BLOOD OR MARRIAGE:** When the Town Official is directly related by blood or by marriage to the person requesting action, or opposing action on a matter before the Town Board. Directly related shall mean spouse, parent, child, brother, sister, uncle, aunt, niece, nephew, grandparent, or grandchild.

C) **EMPLOYMENT RELATIONSHIP:** When the Town Official, or a member of the Town Official's family (family shall mean husband, wife, or child) has an employment relationship with the person requesting action or opposing action on a matter before the Town Board.

D) **ABUTTER:** When the Town Official is an abutter to the land which is the subject matter or action requested or to be taken by the Town Board.

E) **GIFTS:** When the Town Official has taken, for personal use, from any person, any fee, gift, or other valuable item in the course of the Town Official's work or in connection therewith, when such gift or valuable item is given in the hope of, or expectation of, receiving a favor or better treatment than that accorded to other persons requesting action or opposing action on a matter before the Town Board.

\*One or more of the above grounds for disqualification may apply, for example, relationship by blood or marriage to an abutter.\*

**SECTION III: DISCLOSURE:** A Town Official shall be under a duty to disclose that a conflict of interest, as defined in Section II above, exists when a matter is before the Town Board of which the Town Official is a member or participant. Thereafter, the Town Official shall withdraw from the Town Board considering such matter, shall not sit with the remainder of the Town Board, shall not participate in any deliberative sessions on such matter, and shall not vote on such matter. The Town Official may remain in the room where the Town Board is meeting, and may participate in the discussion, but only as a member of the general public.

**SECTION IV: CHALLENGE PROCEDURE:** A) Any person may inquire into the possible conflict of interest of any Town Official on any matter requiring official action, stating the grounds for the inquiry.

B) Such challenged Town Official shall be obligated to inform the person if any conflict of interest exists.

C) If the person making the inquiry is not satisfied with the challenged Town Official's response he may require the presiding officer of the Town Board to call for a vote as to whether or not the challenged Town Official shall be disqualified to take the official action. A majority of the remaining Town Board members, including alternates, shall determine whether or not the challenged Town Official may be allowed to take the official action.

~~SECTION V: APPEAL PROCEEDINGS:~~ Appeals under this ordinance shall be governed by RSA 31:39-a.

~~SECTION VI: ORDINANCE PROVIDED TO TOWN OFFICIAL:~~ Upon taking his/her position, the Town Official, as defined above, shall be furnished by the Town Clerk with a copy of this Ordinance. Each such person shall sign a written acknowledgment that he/she has been provided with such a copy. The acknowledgment shall be filed by the Town Clerk with the Town Official's appointment papers.

~~SECTION VII: EFFECTIVE DATE:~~ This ordinance shall be effective as of the date of adoption at the Ashland Town Municipal Voting Day. Notwithstanding the foregoing, this ordinance shall exempt affected Town Officials who are in office or employed by the Town at the time this ordinance is adopted for a period of ninety (90) days.

JAN 08 2018

**Community Rights-Based Ordinance**

ESTABLISHING A COMMUNITY BILL OF RIGHTS ORDINANCE FOR THE PEOPLE OF ASHLAND, NEW HAMPSHIRE, WHICH PROHIBITS ACTIVITIES AND PROJECTS THAT WOULD VIOLATE THE BILL OF RIGHTS, AND WHICH PROVIDES FOR ENFORCEMENT OF THE BILL OF RIGHTS AGAINST CORPORATIONS AND GOVERNMENTS ENGAGED IN THOSE ACTIVITIES AND PROJECTS

**Preamble**

When people and communities find that laws ostensibly enacted to protect them, and to foster their health, prosperity, and fundamental rights, do neither, and that the very air, land, and water – on which their lives and happiness depend – are threatened, it becomes necessary for the people to reclaim, reaffirm, and assert their inherent and unalienable rights.

Therefore, we the People of Ashland, in the State of New Hampshire, affirm the inherent and unalienable right of self-government in the American Declaration of Independence, namely:

“We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.”

And, we the People of Ashland affirm Amendment IX of the Constitution of the United States of America, which states: “The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.”

And, we the People of Ashland affirm Part First, Bill of Rights, of the New Hampshire State Constitution, which states:

*Article 1 declares: All men are born equally free and independent; therefore, all government of right originates from the people, is founded in consent, and instituted for the general good.*

*Article 2 declares: All men have certain natural, essential, and inherent rights among which are, the enjoying and defending life and liberty; acquiring, possessing, and protecting, property; and, in a word, of seeking and obtaining happiness.*

*Article 8 declares: All power residing originally in, and being derived from, the people, all the magistrates and officers of government are their substitutes and agents, and at all times accountable to them.*

*Article 10 declares: Government being instituted for the common benefit, protection, and security, of the whole community, and not for the private interest or emolument of any one man, family, or class of men; therefore, whenever the ends of government are perverted, and public liberty manifestly endangered, and all other means of redress are ineffectual, the people may, and of right ought to reform the old, or establish a new government. The doctrine of nonresistance against arbitrary power, and oppression, is absurd, slavish, and destructive of the good and happiness of mankind.*

*Article 14 declares: Every subject of this state is entitled to a certain remedy, by having recourse to the laws, for all injuries he may receive in his person, property or character, to obtain right and justice freely, without being obliged to purchase it; completely and without denial; promptly, and without delay, conformably to the laws.*

And since all power of governance is inherent in the people, we, the people of Ashland, New Hampshire, declare and enact the following civil rights law.

### **Section 1 – Declarations**

*We the people of Ashland* declare that unsustainable energy projects violate the right of Ashland residents, including our right to make decisions about what happens to the places where we live.

*We the people of Ashland* find that certain commercial energy projects are economically and environmentally unsustainable, in that they damage property values and ecosystems, place the health of residents at risk, threaten the quality of natural systems within the Town, while failing to provide real benefits to the people of this community.

*We the people of Ashland* find the current environmental laws allow state-chartered corporations to inflict damage on local ecosystems that cannot be reversed, violating the rights of residents to protect their community and the rights of ecosystems to exist.

*We the People of Ashland* declare that we have a duty to safeguard the water both on and beneath the Earth's surface, and in the process, safeguard rights of people with the community of Ashland and the rights of ecosystems of which Ashland is a part.

*We the people of Ashland* find that private corporations engaged in the siting of unsustainable energy projects are wrongly recognized by the federal and state governments as having more "rights" than the people who live in our community, and that recognition of corporate "rights" is therefore, a denial of the rights of the residents of Ashland.

*We the people of Ashland* find that our current system of government fails to recognize our self-governing authority because corporations may assert their "rights" to override our laws; our local government and elected representatives can be preempted by the state or federal government even when our elected representatives act to protect our community's health, safety, and welfare; and our local government is banned from adopting and enforcing laws that have not been authorized by the state; and

*We the people of Ashland* assert that the operation of these and other such legal doctrines renders our local government unable to protect our rights, and the application of such doctrines renders us powerless to exercise our self-governing authority; and

*We the people of Ashland* possess the inherent, fundamental, constitutional, and unalienable right to change our current system of government because that system of government fails to recognize our self-governing authority and so it has been rendered unable to secure our rights; and

*We the people of Ashland* hereby declare that our current system of government is illegitimate and that we adopt this law to create a new system of local governance that recognizes our self-governing authority while securing and protecting our rights.

*Therefore, we the people of Ashland* hereby exercise our right of local community self-government to adopt this Community Bill of Rights law, in order to secure and enforce our fundamental human, political, civil, and environmental rights.

## **Section 2 – Definitions**

- (a) "Corporation," for purposes of this law, includes any corporation, or other business entity, organized under the laws of any state or any country.
- (b) "Ecosystem" for the purposes of this Ordinance, includes, but is not limited to, wetlands, streams, rivers, aquifers, and other water systems, as well as all naturally occurring habitats that sustain wildlife, people, flora and fauna, including soil dwelling and aquatic organisms.
- (c) "Toxic Waste Disposal" for the purposes of this Ordinance, includes, but is not limited to, the physical deposition of toxic waste onto land, or into waterways within Ashland.
- (d) "Toxic Waste" for the purposes of this Ordinance, includes, but is not limited to, waste products from petroleum refining, coal combustion products, sediment sludge, heavy metals, chemical residue from manufacturing processes, mining residuals, radioactive wastes, or any other waste material that poses a present or potential hazard to human health or ecosystems.
- (e) "Exploratory Data Collection" for the purposes of this Ordinance, includes, but is not limited to, surface or subsurface field investigations, engineering, or geotechnical work, used to support the progression or permitting of an unsustainable energy system. This phrase shall include, but not be limited to, test pits, trenching, boring holes, in situ tests, obtaining soil samples, geologic mapping, geophysical methods, or photogrammetry.
- (f) "Energy Systems" means those systems producing, generating, distributing, transmitting, or transporting energy and power.

- (g) "Unsustainable Energy Systems" means energy systems that are either: (1) controlled by state and federal energy policies, rather than community controlled energy policies; (2) industrial scale hydroelectric power and industrial scale wind power when it is not locally and municipally owned and operated; (3) energy systems using fossil fuels (including but not limited to coal, natural gas, petroleum products), nuclear and radioactive materials, or other fuel sources that are non-renewable or which produce, during operation, toxins and substances that cause injury to humans or ecosystems, or that are in violation of residents' rights secured under this Ordinance or under other laws. The term shall not include combustion of wood and wood products or the use of propane, kerosene, heating oil, coal, or natural gas when combustion of those fossil fuels is used solely to generate on-site heat or power and the energy produced is not commercially sold, transmitted, or distributed.

### **Section 3 – Statements of Law – A Community Bill of Rights**

- (a) **Right to Sustainable Energy Future.** All residents of the Town of Ashland have a right to a sustainable energy future in which energy decisions are made by the community, and in which fuel sources used to generate energy are renewable and sustainable. Existing energy systems that do not comply with this right may continue, but shall develop into compliance with this right.
- (b) **Right to Scenic Preservation.** All residents of the Town of Ashland possess a fundamental and inalienable right to protect and preserve the scenic, historic and aesthetic values of the town, including clean air, pure water, healthy soil, and unspoiled vistas that provide the foundation for tourism and economic sustainability for local businesses. Residents and local representatives have the authority to enact and enforce legislation that guarantees an exercise of local self-government that is protective of these rights.
- (c) **Right to Peaceful Enjoyment of Home.** All residents of the Town of Ashland possess a right to the peaceful enjoyment of our homes, free from interference, intrusion, nuisances, or impediments to access and occupation, caused by corporations or by government permitting of rights-violating activities.
- (d) **Right to Pure Water.** All residents and ecosystems of the Town of Ashland possess a right to pure water untainted by toxic waste.
- (e) **Right to Clean Air.** All residents and ecosystems in Ashland possess a right to clean air untainted by toxic waste.
- (f) **Rights of Ecosystems.** Ecosystems within Ashland possess the right to exist, flourish, and naturally evolve.
- (g) **Governmental Legitimacy.** All legitimate governments in the United States owe their existence to the people of the community that those governments serve, and governments exist to secure and protect the rights of the people and those communities. Any system of

government that becomes destructive of those ends is not legitimate, lawful, or constitutional.

- (h) *Right of Local Community Self-Government*. The people of Ashland possess both a collective and individual right of self-government in their local community, a right to a system of government that embodies that right, and the right to a system of government that protects and secures their human, political, civil, and environmental rights.
- (i) *Right to Exercise the Right of Self-Government*. The people of Ashland possess the right to exercise their right of local community self-government in any manner as to them seems effective. This includes the right to use their municipal corporation, charter, initiative lawmaking, town meeting, and other institutions or mechanisms to make and enforce law. The making and enforcement of law by the people through such institutions and mechanisms shall not nullify, infringe, or otherwise affect the people's right of local community self-government. This right shall include the right of the people of Ashland, their government, and their elected officials to be free from civil and criminal liability for making and enforcing laws pursuant to their right of local community self-government.
- (j) *Rights as Self-Executing*. All rights secured by this law are inherent, fundamental, and unalienable, and shall be self-executing and enforceable against both private and public actors. Further implementing legislation shall not be required for the Town of Ashland, natural persons domiciled in Ashland acting either individually or collectively, or the ecosystems protected by this law, to enforce all of the provisions of this law.

#### **Section 4 – Statements of Law – Prohibitions Necessary to Secure the Bill of Rights**

- (a) It shall be unlawful within Ashland for any corporation or government to engage in land acquisition necessary for the construction of an unsustainable energy system, or to engage in construction or siting of any structure to be used in the operation of an unsustainable energy system, except:
  - (1) Utility corporations operating under valid and express contractual provisions in agreements entered into between the Town of Ashland and those utility corporations providing electricity, for the provision of electricity within the Town of Ashland;
  - (2) Corporations operating under valid and express contractual provisions in agreements entered into between residents of the Town of Ashland and those corporations for electricity, when the electricity is used solely for on-site residential, household, agricultural, or commercial facilities, within the Town of Ashland; and
  - (3) Electricity from existing, permitted operations located within the Town of Ashland, which were operating prior to the date of enactment of this Ordinance.
- (b) It shall be unlawful within Ashland for any corporation or government to engage in toxic waste disposal as defined by this Ordinance.

- (c) It shall be unlawful within Ashland for any corporation or government to engage in exploratory data collection as defined by this Ordinance.
- (d) Persons using corporations or government to engage in toxic waste disposal in a neighboring municipality shall be strictly liable for all harms caused to the health, safety, and welfare of the residents of Ashland from those activities, and for all harms to ecosystems within Ashland.
- (e) It shall be unlawful for any corporation or government to violate the rights recognized and secured by this law.
- (f) No government shall recognize as valid any permit, license, privilege, charter, or other authorization, issued to a corporation by any state or federal entity that would enable the corporation to violate the rights or prohibitions of this law.

### **Section 5 – Enforcement**

- (a) Any corporation or government that violates any provision of this law shall be guilty of an offense and, upon conviction thereof, shall be sentenced to pay the maximum fine allowable under State law. Each day or portion thereof, and each violation of each section of this law, shall count as a separate offense.
- (b) The Town of Ashland, or any natural person domiciled in Ashland, may enforce all of the provisions of this law through an action brought in any court possessing jurisdiction over activities occurring within Ashland. In such an action, the Town of Ashland or the natural person shall be entitled to recover all costs of litigation, including, without limitation, expert and attorney's fees.
- (c) Ecosystems within Ashland may enforce all of the provisions of this law through an action brought by the Town of Ashland or natural person domiciled in Ashland in any court possessing jurisdiction over activities occurring within Ashland, in the name of the ecosystem or natural community as the real party in interest. Damages shall be measured by the cost of restoring the ecosystem or natural community to its state before the injury, and shall be paid to the Town of Ashland to be used exclusively for the full and complete restoration of the ecosystem or natural community.
- (d) If the Town of Ashland fails to enforce or defend this law, or a court fails to uphold this law's limitations on corporate power, the law shall not be affected by the failure to enforce or defend, or by the failure to uphold the limitations on corporate power, and any person may then enforce the rights and prohibitions of the law through direct action. If enforcement through direct action is commenced, this law shall prohibit any private or public actor from filing a civil or criminal action against those participating in non-violent direct action. If filed in violation of this provision, the applicable court must dismiss the action promptly, without further filings being required of direct action participants. "Direct

action” as used by this provision shall mean any non-violent activities or actions carried out to directly enforce the rights and prohibitions contained within this law.

- (e) In any lawsuit concerning the validity of this Community Bill of Rights, natural persons domiciled in Ashland shall have the right to intervene on behalf of themselves and on behalf of ecosystems and natural communities to assert and defend the validity of this law. As the Town of Ashland necessarily represents the interests of the community as a whole, and as the Town of Ashland might be subject to political forces beyond the control of natural persons domiciled in Ashland, the Town of Ashland's support for or defense of the Community Bill of Rights in such lawsuit shall not be deemed to render the Town of Ashland adequate to represent fully the interests of such intervening persons, and so shall not be a ground upon which to deny such intervention by such persons.

#### **Section 6 – Enforcement – Corporate Powers**

- (a) Corporations that violate this law shall not be deemed to be “persons” to the extent that such treatment would infringe the rights or prohibitions enumerated by this law, nor shall they possess any other legal rights, powers, privileges, immunities, or duties that would infringe the rights or prohibitions enumerated by this law, including the power to assert state or federal preemptive laws in an attempt to overturn this law, or the power to assert that the Town of Ashland, or the people of Ashland, lack the authority to adopt this law, or the power to assert that the Town of Ashland, its officials, or any resident of Ashland are liable for damages to the corporation.
- (b) Within the Town of Ashland, corporate claims to “future lost profits” shall not be considered property interests under the Ordinance, and thus, shall not be recoverable by corporations seeking those damages. Any corporate expenditures or investment whether past, present or future, pertaining to an unsustainable energy project, shall be the sole responsibility of the corporation and shall not be recoverable by corporations seeking those damages.
- (c) All laws adopted by the legislature of the State of New Hampshire or by Congress, and rules adopted by any State or Federal agency, shall be the law of Ashland only to the extent that they do not violate the rights or prohibitions of this law, or limit the authority of the Town of Ashland or the people of Ashland to adopt and enforce greater protections of these rights than afforded by the state legislature or by Congress.

#### **Section 7 – Sustainable Energy Policy**

The Town shall implement a Sustainable Energy Policy that provides a plan for the community's reduction in use of power from unsustainable energy systems, within a time frame agreed to by the residents, to be decided by popular vote at Town Meeting.

## **Section 8 – Interpretation**

Any reviewing court shall liberally interpret this law's provisions to achieve the goals stated in the Preamble and Section 1, Declarations. Nothing in this Ordinance shall be interpreted to restrict fundamental rights of individuals, their communities, or nature already secured by the New Hampshire constitution, the United States constitution, or international law; and nothing in this Ordinance shall be interpreted to weaken protections for individuals, their communities, or nature, as provided by state, federal, international, or constitutional law.

## **Section 9 – Effective Date and Existing Permit Holders**

This law shall be effective immediately on the date of its enactment, at which point the law shall apply to any and all actions that would violate this law regardless of the date of any applicable local, state, or federal permit.

## **Section 10 – People's Right of Self-Government**

Use of the courts or the New Hampshire legislature in attempts to overturn the provisions of this law shall require the Town of Ashland to convene community meetings, beginning within one month of any adverse court ruling or adoption of adverse legislation. These meetings shall be open only to natural persons domiciled in Ashland; shall be focused on further changes to local governance that would secure the people's right of local community self-government, and they shall be held as frequently as is necessary to achieve the aims of this law. The presumption in all cases shall be that the rights secured by this law remain in effect and that it is the duty of the Town of Ashland and its officers to secure and enforce these rights by all peaceful means.

Any action to annul, amend, alter, or overturn this Ordinance by the Board of Selectmen of the Town of Ashland or any other agent or agency of the Town shall be prohibited unless such action is approved by a prior Town Meeting at which a majority of the residents of the Town attending the Town Meeting approve such action.

## **Section 11 – State and Federal Constitutional Changes**

Through the adoption of this law, the people of Ashland call for amendment of the New Hampshire Constitution and the federal Constitution to expressly recognize a right of local community self-government free from governmental restriction, governmental preemption, or nullification by corporate "rights."

## **Section 12 – Severability**

The provisions of this law are severable. If any court decides that any section, clause, sentence, part, or provision of this law is illegal, invalid, or unconstitutional, such decision shall not affect, impair, or invalidate any of the remaining sections, clauses, sentences, parts, or provisions of the law. This law would have been enacted without the invalid sections.

**Section 13 – Repealer**

All inconsistent provisions of prior laws adopted by the Town of Ashland are hereby repealed, but only to the extent necessary to remedy the inconsistency.

ENACTED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2018, by the Town of Ashland, New Hampshire.

By:

Signature \_\_\_\_\_ Print \_\_\_\_\_

Signature \_\_\_\_\_ Print \_\_\_\_\_

Signature \_\_\_\_\_ Print \_\_\_\_\_

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Attest: \_\_\_\_\_ Print \_\_\_\_\_