

**ASHLAND BOARD OF SELECTMEN
REGULAR MEETING
MONDAY, FEBRUARY 5TH, 2018 at 6:30 PM
ASHLAND ELEMENTARY SCHOOL LIBRARY**

- I. PLEDGE OF ALLEGIANCE**
- II. CALL TO ORDER**
- III. PUBLIC COMMENT (Agenda items only)**
- IV. APPROVAL OF MINUTES**
 - a. BOS meeting(s); 1/16; 1/31
- V. CONSENT AGENDA**
 - a. Weeks of:
 - i. January 15th, 2018: AP: \$281,592 Payroll: \$16,332
 - ii. January 22nd, 2018: AP: \$24,542 Payroll: \$16,690
 - iii. January 29th, 2018: Payroll: \$17,490
 - iv. AP: 2017 Accruals: \$28,206
 - v. DRA form PA -29 [Elderly exemption]
- VI. DEPARTMENT HEAD(S)**
 - a. Town Administrator
- VII. OLD BUSINESS**
 - a. Brownfields update – Former L.W. Packard Mill
- VIII. NEW BUSINESS**
 - a. Commerford, Nieder, Perkins (CNP) assessing contracts
- IX. SELECTBOARD ITEMS**
- X. PUBLIC COMMENT (Agenda items only)**
- XI. NON-PUBLIC SESSION**
 - a. Pursuant to RSA 91 – A:3, II (b)
 - b. Pursuant to RSA 91 – A:3, II (a)
- XII. ADJOURNMENT**

Posted on 2/2/2018 at the Town Office building and town website

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

1 **ASHLAND BOARD OF SELECTMEN MEETING MINUTES**
2 **WORK SESSION**
3 **TUESDAY, JANUARY 16, 2018**
4 **ASHLAND ELEMENTARY SCHOOL LIBRARY**
5 **6:30 PM**

6
7 **PLEDGE OF ALLEGIANCE**

8
9 **CALL TO ORDER**

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

13
14 Chair Newton announced that Selectman Sivalingam resigned from the Select Board via email received on
15 January 7, 2018.

16
17 **PUBLIC COMMENT**

18 Mardean Badger explained that the proposed groundwater ordinance was a collaboration with the Planning
19 Board, Zoning Board, Water and Sewer Department, Conservation Commission, and Lakes Region Planning
20 Commission and will become part of the zoning ordinance. The ordinance protects the well field and
21 surrounding area of “most importance”. It grandfathers existing uses in the area and will only apply to new
22 proposed uses. Copies of the ordinance are available on the Town website and will be available at the
23 Deliberative Session.

24 Kathleen DeWolfe informed the Board that she brought original paperwork on the banners if it would be helpful
25 in the discussion of the Ashland 150th Committee under New Business.

26 Steve Felton gave his opinion on the Community Based Rights Ordinance warrant article. He urged the voters
27 to read the full nine page document in order to make an informed decision. The brief write up available does
28 not give a true understanding of what the ordinance implies. Having read the full document himself he feels that
29 it is irrational, impractical, pieces of it are illegal, and potentially costly because it changes the way the town is
30 governed.

31
32 **APPROVAL OF MINUTES**

33 January 2, 2018-Page 3, line 12 strike “TA Smith and”; page 3, line 15 add “asked the Board for any
34 comments, having none” after word “She”; page 3, line 26 add “and reconvened at 7:40 PM” after “7:36
35 PM”.

36
37 **MOTION:** By Selectman Sharps
38 *Approve 1/2/18 minutes as amended.*

39 **SECOND:** By Selectman Barney

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

41 **MOTION PASSED**

42
43 January 9, 2018-Page 1, line 14 strike “called the” add “opened the public meeting”; page 2, line 4
44 replace “would” with “wouldn’t”, insert “to help pay for the new system” after word “past”; page 2,
45 lines 5 and 6 strike “in the area such as Plymouth”; page 2, lines 15 and 16 strike “and reduce downtime
46 and emergency situations”; page 2 line 42 strike “there is at least” add “would be used to offset” after
47 word “grant”; page 2, line 43 insert “and are in their second year” after the word “years”; page 3, line 4
48 replace “reviewed” with “voted on”.

1 **MOTION:** By Selectman Sharps
2 *Approve 1/9/18 minutes as amended.*
3 **SECOND:** By Selectman Barney
4 **VOTE:** 4-0 (All in favor)
5 **MOTION PASSED**

6
7 **CONSENT AGENDA**

8 Signed by Selectmen:

- 9 a. Payroll and Account Payables Manifests from weeks of 1/1/18 and 1/8/18.
10 b. Abatements for balances under \$5 off the Tax Warrant, total of \$19.48.

11
12 **DEPARTMENT HEADS**

13 **Department of Public Works:** New computer set up from Certified Computer Solutions (CSS). DPW
14 Director Moore spoke on need of new computer for the DPW. An estimate was supplied by CSS for a laptop
15 computer with Microsoft Office including set up labor for \$2,325.00. The existing computer was purchased in
16 2007 and is too old to update because it is not supported by Microsoft. Cost of a new computer was not put in
17 the 2017 budget. Other suppliers were looked into but CSS will be able to support more fully if purchased
18 through them. Discussion as to which budget line and year the computer expense should be applied to followed.

19
20 **MOTION:** By Selectman Sharps
21 *Approve purchase of Surface Tablet laptop system for the DPW in the amount of \$2,325.00 contingent to come*
22 *from 2017 budget if possible.*

23 **SECOND:** By Vice Chair Lamos

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

25 **MOTION PASSED**

26
27 **Fire Department:** Accident policy for Ashland Fire Department. Deputy Bousquet explained that policy from
28 Green Insurance Associates for \$3,373.00 is gap insurance in addition to existing town workers compensation
29 policy for volunteer firefighters which will then cover 100% of lost income due to injury.

30
31 **MOTION:** By Vice Chair Lamos

32 *Approve Green Insurance Associates accident policy expenditure in the amount of \$3,373.00.*

33 **SECOND:** By Selectman Sharps

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

35 **MOTION PASSED**

36
37 **Police Department:** Chief Randall obtained a \$26,897.00 price from Irwin Motors for a new cruiser which is
38 \$1,111.00 less than cruiser purchased last year and includes trade in of \$5,000. This vehicle will replace the 2014
39 Interceptor which was put in service in 2013 and has over 100,000 miles on the odometer. He is working on
40 outfitting costs with Ossipee Mountain Electronics which should be approximately \$10,000.00 to 12,000.00. The
41 Capital Reserve account has \$58,000 which will be applied to this expenditure, leaving a balance of approximately
42 \$36,000 to \$38,000 to be spent.

43
44 **MOTION:** By Vice Chair Lamos

45 *Authorize the expenditure from capital reserve for the police vehicle.*

46 **SECOND:** By Selectman Sharps

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

48 **MOTION PASSED**

49

1 Selectman Sharps asked Chief Randal if there were other Police Department needs the Board should be aware of.
2 Chief Randall reported that they had recently purchased plates for active shooter incidents and had received the
3 protective kits needed for overdose situations. He publically thanked the donor for the purchase of the protective
4 kits.

5
6 **OLD BUSINESS**

7 **Town Administrator Updates:** TA Smith summarized his Town Administrator Update which included reports
8 from the Fire Department, Parks and Recreation Department, the Electric Department, and the Town Clerk and
9 Tax Collector.

10
11 Fran Newton wished retiring Electric Department Superintendent, Lee Nichols the best and thanked him for his
12 25 years of service.

13
14 **Project List:**

15 NDOT – Transportation Alternatives Program (TAP) Grant (Rt. 3/25 sidewalk project): The notice to
16 proceed with engineering study has been granted.

17 Thompson Street/High Street/Smith Hill Road Reconstruction; Water and Sewer Replacement:
18 Public hearing has been completed. Next step is the deliberative session.

19 Geographic Information System (GIS) Mapping: No updates.

20 LW Packard Mill Site Brownfields project: Nobis continues to consolidate reports of work
21 completed and will have a draft available soon. They are waiting for laboratory results.

22 Town Buildings Telecommunications: Certified Computer Systems has completed the switch over to
23 fiber optic cable at the Town Offices. The Police Department switch will be completed soon.

24 Lakes Region Planning Commission (LRPC) Culvert Analysis: No updates.

25 Ashland Electric Department building: No updates.

26 River Walk Maintenance: No updates.
27

28 **NEW BUSINESS**

29 **Ashland Heritage Commission:** Chair Susan MacLeod read statement expressing concern with a noncompliant
30 handling of the Heritage Fund and went over the proper procedure for payments in the future. Chair Newton
31 apologized on behalf of the Board for this oversight. Chair MacLeod also wanted to clarify that there should be
32 \$765.18 in their account after the transfer to the 4th of July Committee.
33

34 **Fourth of July Committee:** The Fourth of July Committee budget and Rules and Procedures were supplied to
35 the Board for their review. TA Smith informed the Board that they would need to vote on the approval of the
36 Rules and Procedures as well as on the acceptance of the transfer of \$13,796.00. Chair Newton asked that a
37 statement be added to clarify 91A compliance. She asked if there is a requirement of at least one of the officers
38 of the Committee be an Ashland resident. Fourth of July Chair, Fran Wendelboe responded there should not be
39 a requirement of Ashland residency for officers as that would be restrictive. TA suggested appointing Parks and
40 Recreation Director, Ann Barney as a town liaison to the committee. He confirmed that she had agreed with this
41 idea. Approval of the budget was tabled to next meeting in order for the Board of Selectmen to review it more
42 thoroughly.
43

44 **MOTION:** By Vice Chair Lamos

45 *Appoint Parks and Recreation Director, Ann Barney as liaison to the Fourth of July Committee.*

46 **SECOND:** By Selectman Sharps

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

48 **MOTION PASSED**
49
50

1 **MOTION:** By Vice Chair Lamos
2 *Approve Rules and Procedures as amended.*

3 **SECOND:** By Selectman Sharps

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

5 **MOTION PASSED**

6
7 **MOTION:** By Vice Chair Lamos

8 *To accept the 13,796.00 in order for the Fourth of July Committee to proceed with event.*

9 **SECOND:** By Selectman Sharps

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

11 **MOTION PASSED**

12
13 **Ashland 150th Celebration Committee Update:** Chair Newton clarified that to take down banners temporarily
14 in order to put up the 150th Celebration Committee banners, permission is needed from the business owners who
15 sponsored the banners. 150th Celebration Committee Chair, Jane Sawyer responded that she would send the
16 business owners letters requesting permission. Discussion ensued regarding banner ownership, storage, and
17 necessity of Board approval of any DPW expenditure of overtime. Chair Sawyer went over the budget and asked
18 for Board support of the warrant article requesting \$15,000.00. Vice Chair Lamos asked about the cost of the
19 parade and Chair Sawyer responded that she is trying to obtain a grant from Meredith Village Savings bank to
20 help offset that.

21
22 **NHDOT – TAP Grant (new Main St./Rt. 3 & 25 sidewalk):** TA Smith discussed the status on the TAP grant
23 sidewalk project. The next step is to approve the KV Partners LLC Design and Construction Services Agreement
24 in order for them to start the study. Construction will potentially begin the spring of 2019 and public hearings
25 will take place before that time.

26
27 **MOTION:** By Selectman Sharps

28 *To approve the KV Partners LLC Design and Construction Services Agreement as written.*

29 **SECOND:** By Selectman Barney

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

31 **MOTION PASSED**

32
33 **MOTION:** By Vice Chair Lamos

34 *To have TA Smith sign the KV Partners LLC Design and Construction Services Agreement.*

35 **SECOND:** By Selectman Barney

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

37 **MOTION PASSED**

38
39 **SELECTBOARD ITEMS**

40 **Code of Ethics:** Chair Newton signed Code of Ethics previously signed by a prior Selectboard. She
41 distributed it to the Selectboard members to sign at their own discretion.

42
43 **2018 Town Warrant – BOS recommendations**

- 44 • **Article 11-Enter into a five year lease purchase agreement for new DPW loader:** Chair Newton
45 read Article 11. TA Smith confirmed that escape clause language will be added to the article. DPW
46 Director Moore spoke on the necessity of replacing the existing 1980 loader. The existing loader is
47 antiquated and not efficient. The DPW does need two loaders for winter plowing and summer ditch work
48 and also as a backup in case one breaks down. In 2017 the existing loader was paid off, therefore it will
49 be level funded.

1 **MOTION:** By Selectman Sharps
2 *To Recommend Article 11.*
3 **SECOND:** By Selectman Barney
4 **VOTE:** 4-0 (All in favor)
5 **MOTION PASSED**

- 6
- 7 • **Article 25, Petitioned - Article to rescind SB2:** Chair Newton read Article 25. This was originally a
8 Selectboard article, which was voted to recommend. No further discussion.
- 9

10 **MOTION:** By Vice Chair Lamos
11 *To Recommend Article 25.*
12 **SECOND:** By Selectman Barney
13 **VOTE:** 3-1 (Yes-Newton, Lamos, Barney; No-Sharps)
14 **MOTION PASSED**

- 15
- 16 • **Article 26, Petitioned - Default budget determination:** Chair Newton read Article 26. Chair Newton
17 explained that this article would give the default budget determination back to the Budget Committee.
18 Consensus was the Selectboard worked directly and on an ongoing basis with the Department Heads.
- 19

20 **MOTION:** By Selectman Sharps
21 *To Not Recommend Article 26.*
22 **SECOND:** By Chair Newton
23 **VOTE:** 4-0 (All in favor)
24 **MOTION PASSED**

- 25
- 26 • **Article 27, Petitioned - Elect the Planning Board by ballot:** Chair Newton read Article 27. Board
27 had previously voted not to recommend.
- 28

29 **MOTION:** By Selectman Sharps
30 *To Not Recommend Article 27.*
31 **SECOND:** By Selectman Barney
32 **VOTE:** 4-0 (All in favor)
33 **MOTION PASSED**

- 34
- 35 • **Article 28, Petitioned - Elect the Zoning Board of Adjustment by ballot:** Chair Newton read Article
36 28. Board had previously voted not to recommend.
- 37

38 **MOTION:** By Selectman Sharps
39 *To Not Recommend Article 28.*
40 **SECOND:** By Selectman Barney
41 **VOTE:** 4-0 (All in favor)
42 **MOTION PASSED**

- 43
- 44 • **Article 29, Petitioned – Community Rights-Based Ordinance:** Chair Newton read Article 29. TA
45 Smith sent the article to legal counsel who informed him that as a town we cannot vote an ordinance in
46 that says permits and licenses are illegal, disregards court rulings or waives civil and criminal liability.
47 This is trying to change constitutional laws which are not our level of government. Further discussion
48 followed sharing concerns on this article.
- 49
- 50

1 **MOTION:** By Selectman Barney
2 *To Not Recommend Article 29.*
3 **SECOND:** By Selectman Sharps
4 **VOTE:** 4-0-1 (**Yes-Newton, Barney, Sharps; abstained-Lamos**)
5 **MOTION PASSED**

- 6
7 • **Article 30, Petitioned – Conflict of Interest:** Chair Newton read Article 30. Copies of the ordinance
8 will be at the Deliberative Session and at the voting booths. Board previously voted not to recommend
9 as a Selectboard article. Discussion followed regarding how this article would discourage committee and
10 board participation.

11
12 **MOTION:** By Selectman Barney
13 *To Not Recommend Article 30.*
14 **SECOND:** By Selectman Sharps
15 **VOTE:** 4-0 (**All in favor**)
16 **MOTION PASSED**

- 17
18 • **Article 31, Petitioned – Grafton County Senior Citizens Council:** Chair Newton read Article 31. No
19 further discussion.

20
21 **MOTION:** By Selectman Sharps
22 *To Recommend Article 31.*
23 **SECOND:** By Vice Chair Lamos
24 **VOTE:** 4-0 (**All in favor**)
25 **MOTION PASSED**

- 26
27 • **Article 32, Petitioned – Tri-County Community Action Grafton County:** Chair Newton read Article
28 32. No further discussion.

29
30 **MOTION:** By Vice Chair Lamos
31 *To Recommend Article 32.*
32 **SECOND:** By Selectman Sharps
33 **VOTE:** 4-0 (**All in favor**)
34 **MOTION PASSED**

- 35
36 • **Article 33, Petitioned – Genesis Behavioral Health:** Chair Newton read Article 33. No further
37 discussion.

38
39 **MOTION:** By Selectman Sharps
40 *To Recommend Article 33.*
41 **SECOND:** By Vice Chair Lamos
42 **VOTE:** 4-0 (**All in favor**)
43 **MOTION PASSED**

- 44
45 • **Article 34, Petitioned – Communities for Alcohol and Drug Free Youth (CADY):** Chair Newton
46 read Article 34. No further discussion.

47
48 **MOTION:** By Selectman Sharps
49 *To Recommend Article 33.*
50 **SECOND:** By Selectman Barney

1 **VOTE: 4-0 (All in favor)**
2 **MOTION PASSED**

- 3
4 • **Article 35, Petitioned – Pemigewasset River Local Advisory Committee (PRLAC):** Chair Newton
5 read Article 35. As the liaison to this committee, Selectman Sharps offered that this is a very important
6 committee which has been fighting Northern Pass since 2015. No further discussion.
7

8 **MOTION:** By Vice Chair Lamos
9 **To Recommend Article 35.**
10 **SECOND:** By Selectman Sharps
11 **VOTE: 4-0 (All in favor)**
12 **MOTION PASSED**

- 13
14 • **Article 36, Petitioned – Voices Against Violence:** Chair Newton read Article 36. No further discussion.
15

16 **MOTION:** By Vice Chair Lamos
17 **To Recommend Article 35.**
18 **SECOND:** By Selectman Sharps
19 **VOTE: 4-0 (All in favor)**
20 **MOTION PASSED**

- 21
22 • **Article 37, Petitioned – Ashland 150th Committee:** Chair Newton read Article 37. No further
23 discussion.
24

25 **MOTION:** By Selectman Sharps
26 **To Recommend Article 37.**
27 **SECOND:** By Vice Chair Lamos
28 **VOTE: 4-0 (All in favor)**
29 **MOTION PASSED**

30
31 **Groundwater Protection Ordinance**

32 Discussion on the Planning Board Groundwater Protection Ordinance ensued. Salt storage and
33 contamination from roads in the protected well head was discussed.
34

35 **LIAISON REPORTS**

- 36 • Selectman Sharps reported on Planning Board meetings
37 • Vice Chair Lamos reported on Budget Committee meetings.
38

39 **PUBLIC COMMENT**

40 Susan MacLeod spoke on how ordinances which have been put into place in Ashland have gone through a
41 series of Public Hearings and noted this has not happened with the Rights Based Ordinance (Article 29).
42 Kathleen DeWolfe added that this ordinance is unenforceable among other concerns.
43

44 There being no other business, Selectman Sharps made **Motion to adjourn at 8:13 PM**, Selectman Barney
45 seconded. **All in favor.**
46

47 Respectfully submitted,

48
49 Wendy Smith
50 January 19, 2018

1 **ASHLAND BOARD OF SELECTMEN FINAL PREPARATIONS ON TOWN WARRANT**
2 **MINUTES**
3 **WEDNESDAY, JANUARY 31, 2018**
4 **ASHLAND TOWN HALL**
5 **9:00 AM**

6
7
8
9 Chairman Newton called the meeting to order at 9:01 AM with a roll call. Chairman Frances Newton,
10 Vice Chairman Harold Lamos, Selectman Casey Barney, and Selectman Leigh Sharps present.
11 Others Present: Town Administrator Charles Smith and Administrative Assistant Wendy Smith.

12
13 TA Smith went over list of 2018 Warrant Articles and Questions and it was determined who would
14 speak on various articles. Deliberative Session Moderator Rules of Procedure was passed out and
15 discussed during the meeting.

16
17 Discussion of the various articles took place. It was agreed that legal counsel would lead discussion on Rights-
18 Based and Conflict of Interest Ordinances. Paul Fitzgerald will be representing legal at the Deliberative Session.
19 It was brought up whether a person who wants to speak at the Deliberative Session needs to be an Ashland resident
20 or not. TA Smith will ask the Moderator, Ms. Hoerter, as this would be up to her. Discussion followed regarding
21 reading Citizen Inquiry Forms from members of the public who are not present at Board of Selectmen meetings.

22
23 **MOTION:** By Selectman Sharps
24 *All further Citizen Complaints/Issues at the Board of Selectmen meeting that do not slander a person,*
25 *business, resident etcetera, be submitted to the Town Hall via electronically or brought by hand*
26 *before the close of business on the Friday before the Board of Selectmen's next meeting.*

27 **SECOND:** By Vice Chair Lamos

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

29 **MOTION PASSED**

30
31 February Board of Selectmen's meetings will be on Monday, February 5th and Tuesday, February 20th.

32
33 **MOTION:** By Selectman Sharps
34 *Motion to adjourn meeting at 10:00 AM.*

35 **SECOND:** By Vice Chair Lamos

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

37 **MOTION PASSED**

38
39 Respectfully submitted,

40
41
42 Wendy Smith
43 January 31, 2018

DRAFT

**HAZARDOUS BUILDING MATERIALS
ASSESSMENT**

**FORMER L.W. PACKARD MILL
ASHLAND, NEW HAMPSHIRE
NHDES SITE No. 200009045
NHDES PROJECT No. 36187**

**Conducting Hazardous Materials Brownfields Inventory and
Assessments in the Lakes Region Planning Commission
Brownfields Work Assignment No. BFWA- 2017-002.00**

FOR

**Mr. Jeffery R. Hayes
Executive Director
Lakes Region Planning Commission
103 Main Street, Suite # 3
Meredith, New Hampshire 03253**

BY

NOBIS ENGINEERING, INC.

(800) 394-4182
www.nobiseng.com

**Nobis Project No. 93002.00
JANUARY 29, 2018**





Engineering a Sustainable Future

January 29, 2018
File No. 93002.00

Mr. Jeffery R. Hayes
Executive Director
Lakes Region Planning Commission
103 Main Street, Suite # 3
Meredith, New Hampshire 03253

Re: Hazardous Building Materials Assessment
Former L.W. Packard Mill
Main Mill Building and Boiler House / Lots 17-4-16 and 17-7-7
Hill Avenue and Mechanic Street
Ashland, New Hampshire
NHDES Site No. 200009045, Project No. 36187

Dear Mr. Hayes:

Nobis Engineering, Inc. (Nobis) is pleased to submit this Hazardous Building Materials Survey for the above-referenced property. This work will be completed under Nobis' agreement with LRPC for *Conducting Hazardous Materials Brownfields Inventory and Assessments in the Lakes Region Planning Commission* (as executed on March 16, 2017) as Brownfields Work Assignment (BFWA) No. BFWA- 2017-002.00. These assessment efforts will use hazardous waste funding available through Environmental Protection Agency (EPA) Brownfields Grant BF-00A00022, which was awarded to LRPC. This report is subject to the limitations in Appendix A.

Thank you for the opportunity to be of service to you. Please do not hesitate to contact us if you have any questions.

Very truly yours,

NOBIS ENGINEERING, INC.

DRAFT

Karl R. Karlsson
Project Scientist

DRAFT

Clarence "Tim" Andrews
Sr. Project Manager

Attachments

cc: Ms. Kate Emma Schlosser, P.E., NHDES Brownfields Program
Mr. Alan Peterson, USEPA

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HAZARDOUS BUILDING MATERIALS ASSESSMENT
FORMER L.W. PACKARD MILL
LOTS 17-4-16 AND 17-7-7
ASHLAND, NEW HAMPSHIRE**

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TABLE

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- 1A Summary of Asbestos Analytical Results – Main Mill Building
- 1B Summary of Asbestos Analytical Results – Boiler Building
- 2 Summary of PCB Analytical Results
- 3 Summary of Lead-Based Paint Survey Results

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HAZARDOUS BUILDING MATERIALS ASSESSMENT
FORMER L.W. PACKARD MILL
LOTS 17-4-16 AND 17-7-7
ASHLAND, NEW HAMPSHIRE**

FIGURE

NUMBER

- 1 Locus Plan
- 2 Site Sketch
- 3 Main Mill Building Detail with Sample Locations
- 4 Boiler Building Detail with Sample Locations

APPENDIX

- A Limitations
- B Laboratory Data
- C Lead-Based Survey Report, Mel Blackman

1.0 INTRODUCTION

Nobis Engineering, Inc. (Nobis) has prepared this report summarizing the results of our Hazardous Building Materials Survey for the Former L.W. Packard Mill, Lots 17-4-16 and 17-7-7 (L.W. Packard; Site) located at 1 Hill Avenue and Mechanic Street. This work was performed as described in our "Work Scope and Budget Hazardous Building Materials Survey" dated June 7, 2017, as approved by Lakes Region Planning Commission (LRPC) on June 6, 2017. The field activities and laboratory analyses were completed in general accordance with the Field Task Work Plan and Site-Specific Quality Assurance Project Plan Addendum - Final (RFA 16002, Former LW Packard), prepared by Nobis and approved by NHDES and United States Environmental Protection Agency (USEPA) September 1 and 5, 2017, respectively. This report is subject to the limitations in Appendix A.

1.1 Purpose

The purpose of this study was to:

- Evaluate the presence and extent of potential hazardous building materials as referenced by Credere Associates, LLC (Credere) during the completion of a Phase I ESA of the target property and surrounding area in July 2015¹.

2.0 SITE DESCRIPTION

2.1 General Information

The subject Site is comprised of two properties located at Hill Avenue and Mechanic Street in Ashland, New Hampshire. The first parcel is a 0.94-acre lot identified as Lot 17-4-16 containing a 47,000-square foot Main Mill Building that formerly housed the dye house and wastewater treatment area for the mill. The second parcel is a 0.61-acre lot identified as Lot 17-7-7 containing a 4,800-square foot building that formerly served as the Boiler House for the mill complex (Boiler Building). The current owner of subject Site is Ashland Properties, LLC. The approximate location of the Site is shown on Figure 1 and a Site Plan is included as Figure 2.

¹ "Phase I Environmental Site Assessment, L.W. Packard Mill (Lots 4-16 and 7-7), 1 Hill Avenue and Mechanic Street, Ashland, NH, NHDES Site No. 200009045" prepared by Credere Associates, LLC of Westbrook, ME dated July 23, 2015.

2.2 Site Development and Use Summary

The mill facility produced textiles and leather board, and portions of the complex also generated electricity. The majority of the larger mill complex operated until 1999 when the on-site manufacturing operations ceased and the mill properties were subdivided and sold to different entities. Currently, the Site is vacant and is under consideration for redevelopment by the Town of Ashland.

The Site is constructed such that the Squam River flows beneath the Main Mill Building. Wastewater from the mill processes was discharged to the river until circa 1968 when the wastewater treatment area in the mill basement was constructed and discharges were directed to the Town wastewater treatment facility. This area of the basement reportedly floods during periods of high water.

2.3 Previous Environmental Investigations

A Phase I Environmental Site Assessment (ESA) was performed by Credere Associates, LLC. (Credere) in 2015. The ESA was completed for the property known as the L.W. Packard Lots 4-16 and 7-7 at 1 Hill Avenue and Mechanic Street, Ashland, New Hampshire. This work was performed within the context of ASTM E 1527-05, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". Several Recognized Environmental Conditions (RECs) were documented. Several, additional environmental considerations were identified in the Phase I ESA which include Potential Asbestos Containing Materials (ACM) observed throughout the Site buildings, the likely presence of Lead-based paint (LBP) due to the age of the buildings, and the potential presence of polychlorinated biphenyl (PCB)-containing building materials due to the age and industrial nature of the buildings.

3.0 SCOPE OF SERVICES

The findings of the Phase I ESA identified the likelihood for hazardous building materials to be present within the buildings at the target property. The intent of this assessment was to perform a hazardous building materials survey to assess the potential presence of asbestos, lead, and PCBs in building materials at the site as requested by NHDES.

In support of completing this Hazardous Building Materials Survey, the following tasks were performed:

Site-Specific QAPP Addendum

Based on the information gathered during the initial site visit, Nobis prepared and submitted to the NHDES and United States Environmental Protection Agency (USEPA) a Field Task Work Plan (FTWP) and Site-Specific Quality Assurance Project Plan Addendum (SSQAPPA), which described the quality control (QC) and quality assurance (QA) protocols and other technical procedures followed during implementation of the work to ensure that the results meet the stated performance criteria. The FTWP/SSQAPPA was based on Nobis' Generic Quality Assurance Project Plan (Generic QAPP), Revision 3 (RFA #16002) as approved by USEPA on January 27, 2017 and NHDES on April 21, 2017, and refers to standard operating procedures for Nobis and Nobis' subcontractors.

Site-Specific Health and Safety Plan

Prior to conducting site work, Nobis prepared a site-specific Health and Safety Plan (HASP) that included all field activities proposed in accordance with Occupational Safety and Health Administration (OSHA) requirements.

Hazardous Building Materials Survey

Nobis performed a hazardous building materials survey of the site building. It is our understanding that the hazardous building materials survey is being conducted in preparation for a potential renovation of the building. The objective of the survey was to locate, identify, and estimate the quantity of asbestos-containing materials (ACM), lead-based paint (LBP) coated materials and potential PCB-containing building materials located within the site buildings. In addition, Nobis recorded other potentially-hazardous building materials, such as fluorescent lamps and ballasts.

Report Preparation

Nobis prepared this report summarizing the work conducted at the site and an assessment of findings for use by Lakes Region Planning Commission (LRPC), NHDES and EPA. The report includes a description of activities performed, summary of ACM, LBP and PCB concentrations

detected in building materials and provides recommendations for additional investigative or remedial work. A discussion of QA/QC, including data validation, is included.

4.0 HAZARDOUS BUILDING MATERIALS SURVEY METHODOLOGY

This section describes the methodology used to conduct the hazardous building materials survey.

4.1 Asbestos Containing Materials

Nobis provided an Asbestos Hazard Emergency Response Act (AHERA) accredited Asbestos Inspector who visually inspected and sampled the site buildings for the presence of suspect ACMs. Based on details provided in the Phase I ESA, size of the site buildings, and the anticipated demolition needs, Nobis collected 36 bulk samples of suspect ACM for analysis. Sampling activities were performed in general accordance with the Environmental Protection Agency's (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) standard for demolition and the AHERA sampling protocol. As the building is already in disrepair, it is understood that Nobis was not required to repair any damage that may have been related from sampling of building materials. Suspect ACM samples were packaged and shipped to EMSL Analytical, Inc. (EMSL) of Woburn, MA for bulk asbestos analysis. In general, the samples were analyzed by Polarized Light Microscopy (PLM). However, it has been documented that PLM analysis is not fail-proof when analyzing non-friable organically bound (NOB) materials. Therefore, transmission electron microscopy (TEM) analysis was required for three NOB materials that include flooring and associated mastics, and knob and tube wiring material.

4.2 PCB Containing Materials

Based on the Phase I ESA and the age of the structures, there were several suspect PCB-containing building materials:

- Caulking on various interior and exterior surfaces
- Paint and glossy painted surfaces

The rationale for PCB characterization of the building materials was to determine the potential presence of PCBs in these building materials. The results will be used to obtain abatement contractor quotes for redevelopment planning. Therefore, the sampling approach was to

characterize these building materials first, then make a determination if additional building materials that are in contact with any PCB-containing building materials would require characterization for PCBs. Based on field observations at the time of sampling, a total of five different suspect building materials were collected for analysis.

The proposed sampling program was to collect a sample of each suspect building material listed above for analysis of PCBs by EPA Method 3540C/8082, using the Soxhlet extraction method. Approximately 10 grams of each bulk material was collected. All samples were analyzed by Eastern Analytical, Inc. (EAI) of Concord, New Hampshire. Nobis utilized dedicated disposable field sampling tools and equipment for each sample collected, so decontamination between sample points was not required.

4.3 Lead-Based Paint

An OSHA pre-demolition LBP survey of the site building was performed by a licensed Lead Inspector using X-ray fluorescence (XRF), under subcontract to Nobis. The lead survey included testing of representative components of locations in the interior and exterior of the building. It is noted that toxicity characteristic leaching procedure (TCLP) lead waste disposal characterization was not included in this phase of the investigation, but will be required prior to disposal of any wastes generated during future abatement operations.

5.0 HAZARDOUS BUILDING MATERIALS SURVEY SUMMARY

The hazardous building material survey included the identification, quantification, and location of ACM, LBP, PCB-containing building materials, mercury fluorescence bulbs, potential PCB-containing ballasts, and miscellaneous containers. Detailed below are the hazardous materials identified within the Site buildings.

Figures 3 and 4 depict the approximate bulk sample locations for asbestos and PCBs samples collected at the Main Mill Building and the Boiler Building, respectively. The laboratory reports for the asbestos and PCB samples are included as Appendix B. A copy of the LBP report is included as Appendix C.

5.1 Asbestos Containing Materials

Mr. Karl Karlsson, an AHERA certified Asbestos Inspector, collected a total of 36 bulk samples throughout the Site buildings, on September 26 and 27, 2017. The bulk samples were transmitted under a chain-of-custody to EMSL Analytical, Inc. in Woburn, Massachusetts, a NHDES and U.S. Environmental Protection Agency (EPA) accredited laboratory. Prior to logging in the samples for analysis the laboratory separated mastic or other components of the bulk sample (linoleum, floor tile), if present, and designated a new sample identification number for the material and each component was analyzed separately. Following the separation of materials from the substrate, 46 samples were logged for potential analysis. The laboratory analyzed the samples by PLM in accordance with the EPA "Method for Determination of Asbestos in Bulk Material"; EPA/600/R-93/116 (July 1993). Four samples of NOB materials were identified for additional analysis by TEM, if the PLM analysis did not already identify the sample as ACM.

Homogeneous building material bulk samples were analyzed by the "hit-stop" procedure. Utilizing the "hit-stop" procedure, if asbestos is detected in a sample collected from a homogeneous area, the remaining samples collected from that same homogeneous area are not required to be analyzed. Through the "hit-stop" procedure, a final total of 35 bulk samples were analyzed by PLM. Results of the laboratory analyses indicated the presence of asbestos (greater than or equal to 1 percent) in 8 of the 35 bulk samples analyzed by PLM. Asbestos was not detected above 1 percent in any of the 4 NOB bulk samples analyzed by TEM.

The building materials identified as ACM in the Main Mill Building included window glazing, 12x12 gray floor tile and associated mastic, and building transite siding shingles. The perimeter of the Main Mill Building had fragments of broken transite shingles on the ground. Removal of the transite shingles should include the any asbestos impacted soils around the Mill Building and should be excavated to a depth of 1-foot and 4 feet from the building. These materials were readily accessible from the site.

The building materials identified as ACM in the Boiler Building included window glazing, felt paper, and asphalt shingles. Roof shingles from the Boiler Building were observed to have fallen from the roof and are present on the ground. Removal of the shingles should include the shingles and all shingle fragments present around the Boiler Building. These materials were readily accessible from the site.

Additional information for the ACM identified at the Site buildings are included in Table 1. A copy of the laboratory analytical data is included in Appendix B.

5.2 PCB Containing Materials

The rationale for PCB characterization of suspect building materials was to determine the presence and/or concentrations of PCBs in building materials prior to renovation/demolition of the Site buildings. Mr. Karl Karlsson performed PCB sampling of building materials on September 26 and 27, 2017. The sampling program consisted of collecting one sample of each suspected building material for analysis of PCBs by EPA Method 3540C/8082, using the Soxhlet extraction method.

A total of five samples were collected by Nobis and analyzed by EAI. EAI required a minimum of 10 grams of material per sample, to achieve the reporting limit of 0.2 milligrams per kilogram (mg/kg) equivalent to parts per million (ppm). Of the five PCB samples analyzed, two had a detected concentration greater than the standard of 1 ppm for unconditional high occupancy area use. Building materials with PCBs present at concentrations below 50 ppm and present solely due to the inclusion of PCBs at the time of manufacture are classified under the Toxic Substances Control Act (TSCA) as Excluded PCB Products and abatement of these materials does not require EPA notification under TSCA. Building materials with total PCB concentrations above 50 ppm are classified as under TSCA as PCB Bulk Product Waste. A summary of the PCB analytical results is included in Table 2. A QA/QC discussion of the data is presented in Section 4.5. A copy of the laboratory analytical data is included in Appendix B. A discussion of the results is presented below:

Main Mill Building

P-1 (White Paint), P-2 (Green Paint), P-3 (Light Blue Paint):

No PCB Aroclors were detected in the samples.

Boiler Building

P-4 (Green Paint):

PCB Aroclors 1254 and 1260 were detected in the sample, with the total a concentration of 1.21 ppm. These materials exceeded the 1 ppm criterion for High Occupancy Use but did not exceed

the 10 ppm criterion for High Occupancy Use With Encapsulation and Deed Recordation. These materials would be classified as Excluded PCB Product and would not trigger TSCA notification requirements as the detected total PCB concentration is < 50 ppm.

P-5 (Boiler Building Caulking):

PCB Aroclors 1254 and 1260 were detected in the sample, with the total a concentration of 2.8 ppm. These materials exceeded the 1 ppm criterion for High Occupancy Use but did not exceed the 10 ppm criterion for High Occupancy Use With Encapsulation and Deed Recordation. These materials would be classified as Excluded PCB Product and would not trigger TSCA notification requirements as the detected total PCB concentration is < 50 ppm.

Definition of TSCA Criteria

Cleanup criteria based on high and low occupancy standards are established in 40 CFR §761.61. Cleanup levels for bulk PCB remediation waste is defined under 40 CFR §761.61 (a)(4)(i) and for porous material under 40 CFR §761.61 (a)(4)(iii).

High Occupancy Use: Defined under TSCA as any area where PCB remediation waste has been disposed of on-site, and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: 840 hours or more (an average of 16.8 hours or more per week) for non-porous surfaces and 335 hours or more (an average of 6.7 hours or more per week) for bulk PCB remediation waste.

Low Occupancy Use: Defined under TSCA as any area where PCB remediation waste has been disposed of on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: less than 840 hours (an average of 16.8 hours per week) for non-porous surfaces and less than 335 hours (an average of 6.7 hours per week) for bulk PCB remediation waste.

Based on the total PCB concentrations reported, samples P-4 and P-5 have concentrations >1 ppm but ≤10 ppm, within the range of concentrations for High Occupancy Use with Encapsulation and Deed Recordation if PCBs are left in place. Based on total PCB concentrations no segregation of building material with Excluded PCB Product is required for abatement and disposal as non-PCB containing waste.

5.3 Lead-Based Paint Building Components

Mr. Mel Blackman, a New Hampshire licensed Lead Risk Assessor (License No. RA-0026) performed a LBP survey in the interior of the building as well as the painted exterior surfaces, on September 26 and 27, 2017. The LBP survey supports future renovation/demolition activities, the OSHA communication of hazard, and the OSHA zero tolerance for lead exposure requirements. A mobile x-ray fluorescence (XRF) analyzer was used to conduct the LBP survey. It is noted that toxicity characteristic leaching procedure (TCLP) lead waste disposal characterization was not included in this phase of the investigation, but will be required prior to disposal of any wastes generated during future abatement operations.

Mr. Blackman identified LBP on twenty-six specific surfaces within the building. Components coated with LBP include brick walls, structural steel and concrete, window frames and trim, door and trim, lally columns, and stair railings. XRF readings for lead equal to or greater than 1.0 milligrams per square centimeter (mg/cm²) are summarized in Table 3. The LBP survey report is included in Appendix C.

5.4 Other Hazardous Materials

Nobis identified approximately 1,400 mercury fluorescent bulbs within the Main Mill building, and 10 mercury fluorescent bulbs within the Boiler Building. Fluorescent bulbs can contain small amounts of mercury that can become potentially harmful if the bulbs are broken.

Fluorescent light ballasts labeled as non-PCB containing may contain diethylhexyl phthalate (DEHP). DEHP was the primary substitute to replace PCBs for small capacitors in fluorescent lighting ballasts. DEHP is a toxic substance, a suspected carcinogen and is listed under RCRA and the Superfund law as a hazardous waste. Therefore, Superfund liability exists for landfilling of DEHP-containing ballasts.

Nobis identified approximately 450 ballasts within the Main Mill building and 8 ballasts within the Boiler Building that should be evaluated pursuant to TSCA via labeling, size, and/or date of manufacture for the likely presence of PCBs prior to disposal. Nobis observed some labeling of ballasts in the Main Mill that may contain PCBs. Further, several fuse boxes and breaker boxes were observed within the building. These electrical devices should also be evaluated via labeling,

size, and/or date of manufacture prior to disposal. Alternatively, these items could be assumed to contain PCBs at concentrations above 50 ppm and disposed of accordingly.

5.5 Quality Assurance and Quality Control Discussion

Asbestos

Asbestos samples of the same material were submitted for analysis in groups of up to three for analysis by PLM using a "hit-stop" procedure. For NOB materials, if all PLM samples indicated that no asbestos was present, a sample was analyzed by TEM. The asbestos sampling and analysis methods meet QAPP requirements.

Lead-Based Paint

The XRF device was calibrated by Mel Blackman prior to conducting the LBP survey and was found to be within the acceptable limits. The lead inspector performed three readings on all painted surfaces on interior and exterior building surfaces, and documented the low and high range results the XRF recorded. The LBP survey methods meet QAPP requirements.

PCBs in Building Materials

The sampling program consisted of collecting a sample of each suspected bulk product building material for analysis of PCBs by EPA Method 3540C/8082, using the Soxhlet extraction method. EAI required a minimum of 10 grams of material per sample, to achieve the reporting limit of 0.2 mg/kg. A rinsate blank was not collected dedicated or disposable equipment was used for each sample. The PCB sampling methods meet QAPP requirements.

6.0 CONCLUSIONS AND RECOMMENDATIONS

6.1 Conclusions

Based on the data collected during the Hazardous Building Materials Survey that included collection and analysis of asbestos, lead paint, and building materials for PCB analysis, Nobis concludes the following:

- The building materials identified as ACM during Nobis' asbestos inspection included window glazing on window installed in both the Main Mill and the Boiler Building, floor tile and mastic, exterior siding shingles on the Main Mill, roofing on the Boiler Building, and gray felt matting in the Boiler Building.
- Components with LBP in the building include brick walls, structural steel and concrete, window frames and trim, door and trim, lally columns, and stair railings.
- Of the five PCB samples analyzed, two of the bulk materials had a detection of greater than 1 parts per million (ppm), but less than 10 ppm, within the range of concentrations allowed for High Occupancy Use with Encapsulation and Deed Recordation. Based on total PCB concentrations no segregation of building material with Excluded PCB Product is required for abatement and disposal needs.
- Nobis identified approximately 1,400 mercury fluorescent bulbs within the Main Mill Building, and 10 mercury fluorescent bulbs within the Boiler Building.
- Nobis identified approximately 450 light ballasts within the Main Mill Building and 8 light ballasts within the Boiler Building. Fluorescent light ballasts labeled as non-PCB containing may contain DEHP.
- Based on observed labels, some of the fluorescent light ballasts may contain PCBs.
- Several fuse boxes and breaker boxes were observed within the building. These electrical devices should also be evaluated for PCBs via labeling, size, and/or date of manufacture prior to disposal

6.2 Recommendations

Based on the observations during the field work and data collected during the Hazardous Building Materials Survey, Nobis recommends the following:

- Prior to renovation/demolition activities occurring, all ACM on the Site must be abated by a licensed asbestos abatement contractor in accordance with NHDES regulations. All abated asbestos containing materials must be disposed of at a NHDES approved disposal facility.
- As a component of the building renovation/demolition plan, the building components that contain lead-based paint need to be handled appropriately in order to prevent worker exposure.

- Prior to renovation/demolition a representative building material sample must be collected and analyzed for TCLP PCBs and Lead.
- All removed ballasts, fluorescent light bulbs and electrical devices should be assessed and managed appropriately during renovation by recycling/disposal at an appropriately licensed facility.
- If bulk materials identified as containing greater than 1 ppm total PCBs are to remain in place as part of a renovation/demolition plan and they will remain in an area that is classified as a high occupancy area as defined by TSCA, impacted bulk material will need to be encapsulated and an Activity Use Restriction recorded on the deed for the property.

TABLES

**TABLE 1A
SUMMARY OF ASBESTOS ANALYTICAL RESULTS - MAIN MILL BUILDING**

Former LW Packard Mill
Main Mill Building and Boiler House (Lots 17-4-18 and 17-7-7)
Hill Avenue and Mechanic Street
Ashland, New Hampshire

Sample Number	Sample Location	Type of Material ¹	Asbestos % and Type ²	Friable or Non-Friable ³	Physical Condition ⁴	Accessibility / Potential for Disturbances ⁵	Estimated Quantity of ACM (SF/LF/CF)
A-1	Exterior 3rd Floor Window 4/5 Glazing	M	NAD				
A-2	Exterior 3rd Floor Window 4/5 Glazing	M	NAD				
A-3	Exterior 3rd Floor Window 4/5 Glazing	M	2% CH	NF	D	Moderate	20 Units
A-4	Exterior 2nd Floor Window 5/4 Glazing	M	NAD				
A-5	Exterior 2nd Floor Window 5/4 Glazing	M	2% CH	NF	D	Moderate	20 Units
A-6	Exterior 2nd Floor Window 5/4 Glazing	M	Not Analyzed				
A-7 Floor Tile	3rd Floor 12x12 Gray Floor Tile	M	NAD (TEM)				
A-7Mastic	3rd Floor 12x12 Gray Floor Tile Mastic	M	10% CH	NF	D	Moderate	450 SF
A-8 Floor Tile	3rd Floor 12x12 Gray Floor Tile	M	NAD				
A-8 Mastic	3rd Floor 12x12 Gray Floor Tile Mastic	M	Not Analyzed				
A-9 Floor Tile	3rd Floor 12x12 Gray Floor Tile	M	NAD				
A-9 Mastic	3rd Floor 12x12 Gray Floor Tile Mastic	M	Not Analyzed				
A-10	Exterior 3rd Floor Small Window Glazing	M	3% CH	NF	D	Moderate	15 Units
A-11	Exterior 3rd Floor Small Window Glazing	M	Not Analyzed				
A-12	Exterior 3rd Floor Small Window Glazing	M	Not Analyzed				
A-13	Exterior Cement Siding Tiles	M	20% CH	NF	D	Moderate	20,000 SF
A-14	Exterior Cement Siding Tiles	M	Not Analyzed				
A-15	Exterior Cement Siding Tiles	M	Not Analyzed				
A-16 Base Cove	1st Floor - Bathroom Base Cove	M	NAD				
A-16 Mastic	1st Floor - Bathroom Base Cove Mastic	M	NAD				
A-17 Base Cove	1st Floor - Bathroom Base Cove	M	NAD (TEM)				
A-17 Mastic	1st Floor - Bathroom Base Cove Mastic	M	NAD (TEM)				
A-18 Base Cove	1st Floor - Bathroom Base Cove	M	NAD				
A-18 Mastic	1st Floor - Bathroom Base Cove Mastic	M	NAD				
A-19	1st Floor - Office 12x12 Tan Tile	M	NAD				
A-20	1st Floor - Office 12x12 Tan Tile	M	NAD				
A-21	1st Floor - Office 12x12 Tan Tile	M	NAD				
A-22	1st Floor - Office 2'x4' Acoustic Ceiling Tile	M	NAD				
A-23	1st Floor - Office 2'x4' Acoustic Ceiling Tile	M	NAD				
A-24	1st Floor - Office 2'x4' Acoustic Ceiling Tile	M	NAD				

1) M=Miscellaneous, S=Surfacing or TSI=Thermal System Insulation

2) CH = Chrysotile; or NAD = No Asbestos Detected

3) F = Friable; or NF = Nonfriable

4) U = Undamaged, limited or no visible damage or deterioration; D = Damaged, surface is blistering, crumbling, water stained, gouged, marred or abraded up to 10% of area if damage is evenly distributed, or to 25% if damage is localized; or SD = Significantly Damaged, surface is crumbling, water stained, gouged, marred or abraded over at least 10% of area if damage is evenly distributed, or over at least 25% if damage is localized.

5) low = No Potential for Damage; medium = Potential for Damage; or high = Potential for Significant Damage

6) samples were analyzed using Polarized Light Microscopy (PLM). In cases where the samples were reanalyzed using point count methods (PC), or transmission electron microscopy (TEM), this is indicated.

**TABLE 1B
SUMMARY OF ASBESTOS ANALYTICAL RESULTS - BOILER BUILDING**

Former LW Packard Mill
Main Mill Building and Boiler House (Lots 17-4-16 and 17-7-7)
Hill Avenue and Mechanic Street
Ashland, New Hampshire

Sample Number	Sample Location	Type of Material ¹	Asbestos % and Type ²	Friable or Non-Friable ³	Physical Condition ⁴	Accessibility / Potential for Disturbances ⁵	Estimated Quantity of ACM (SF/LF/CF)
A-25	Boiler Building - Exterior Window Glazing	M	NAD				
A-26	Boiler Building - Exterior Window Glazing	M	NAD				
A-27	Boiler Building - Exterior Window Glazing	M	NAD				
A-28 Silver Paint	Boiler Building - Exterior Asphalt Roof	M	2% CH	NF	D	Moderate	5,000 SF
A-28 Tar Paper	Boiler Building - Exterior Asphalt Roof	M	NAD				
A-28 Shingle	Boiler Building - Exterior Asphalt Roof	M	NAD				
A-29 Shingle and Tar Paper	Boiler Building - Exterior Asphalt Roof	M	NAD (TEM)				
A-30 Silver Paint	Boiler Building - Exterior Asphalt Roof	M	Not Analyzed				
A-30 Tar Paper	Boiler Building - Exterior Asphalt Roof	M	NAD				
A-30 Shingle	Boiler Building - Exterior Asphalt Roof	M	NAD				
A-31	Boiler Building - Interior Felt mat	M	30% CH	NF	D	Moderate	10 SF
A-32	Boiler Building - Interior Felt mat	M	Not Analyzed				
A-33	Boiler Building - Interior Felt mat	M	Not Analyzed				
A-34	Boiler Building - Exterior Window Glazing 5/6	M	NAD				
A-35	Boiler Building - Exterior Window Glazing 5/6	M	NAD				
A-36	Boiler Building - Exterior Window Glazing 5/6	M	2% CH	NF	D	Moderate	5 Units

1) M=Miscellaneous, S=Surfacing or TSI=Thermal System Insulation

2) CH = Chrysotile; or NAD = No Asbestos Detected

3) F = Friable; or NF = Nonfriable

4) U = Undamaged, limited or no visible damage or deterioration; D = Damaged, surface is blistering, crumbling, water stained, gouged, marred or abraded up to 10% of area if damage is evenly distributed, or to 25% if damage is localized; or SD = Significantly Damaged, surface is crumbling, water stained, gouged, marred or abraded over at least 10% of area if damage is evenly distributed, or over at least 25% if damage is localized.

5) low = No Potential for Damage; medium = Potential for Damage; or high = Potential for Significant Damage

6) samples were analyzed using Polarized Light Microscopy (PLM). In cases where the samples were reanalyzed using point count methods (PC), or transmission electron microscopy (TEM), this is indicated.

**TABLE 2
SUMMARY OF PCB SCREENING RESULTS**

Former LW Packard Mill
Main Mill Building and Boiler House (Lots 17-4-16 and 17-7-7)
Hill Avenue and Mechanic Street
Ashland, New Hampshire

Sample	Matrix	Location	Date	PCB Cleanup Standards								High Occupancy		Total PCBs
				Aroclor 1016	Aroclor 1221	Aroclor 1232	Aroclor 1242	Aroclor 1248	Aroclor 1254	Aroclor 1260	Aroclor 1262	Aroclor 1268	Unconditional	
				NS	NS	NS	NS	NS	NS	NS	NS	NS	NS	1
P-1	White Paint	Main Mill Building	9/26/2017	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<1.8
P-2	Green Paint	Main Mill Building	9/26/2017	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<1.8
P-3	Light Blue Paint	Main Mill Building	9/26/2017	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<1.8
P-4	Green Paint	Boiler Building	9/28/2017	<0.2	<0.2	<0.2	<0.2	<0.2	0.76	0.45	<0.2	<0.2	<0.2	1.21
P-5	Caulking	Boiler Building	9/27/2017	<0.2	<0.2	<0.2	<0.2	<0.2	1.8	0.99	<0.2	<0.2	<0.2	2.8

Notes:

- All concentrations reported in milligrams per kilogram (mg/kg) equivalent to parts per million (ppm) unless otherwise indicated.
- "<" indicates that parameter was not present above the given analytical detection limit.
- Samples collected by Nobis Engineering, Inc. on the dates indicated.
- Laboratory analyses performed by Eastern Analytical, Inc. of Concord, NH.
- PCB Cleanup levels are stated in 40 CFR § 761.61. Cleanup Levels listed are for bulk PCB remediation waste 40 CFR § 761.61 (a)(4)(i), and porous surfaces 40 CFR § 761.61 (a)(4)(ii).
- High Occupancy Use: Defined under TSCA as any area where PCB remediation waste has been disposed of on-site, and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: 840 hours or more (an average of 16.8 hours or more per week) for non-porous surfaces and 335 hours or more (an average of 6.7 hours or more per week) for bulk PCB remediation waste.
- Low Occupancy Use: Defined under TSCA as any area where PCB remediation waste has been disposed of on-site and where occupancy for any individual not wearing dermal and respiratory protection for a calendar year is: less than 840 hours (an average of 16.8 hours per week) for non-porous surfaces and less than 335 hours (an average of 6.7 hours per week) for bulk PCB remediation waste.

TABLE 3

SUMMARY OF LEAD-BASED PAINT SURVEY RESULTS

Former LW Packard Mill
 Main Mill Building and Boiler House (Lots 17-4-16 and 17-7-7)
 Hill Avenue and Mechanic Street
 Ashland New Hampshire

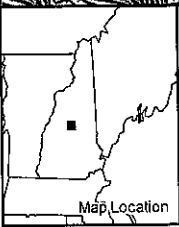
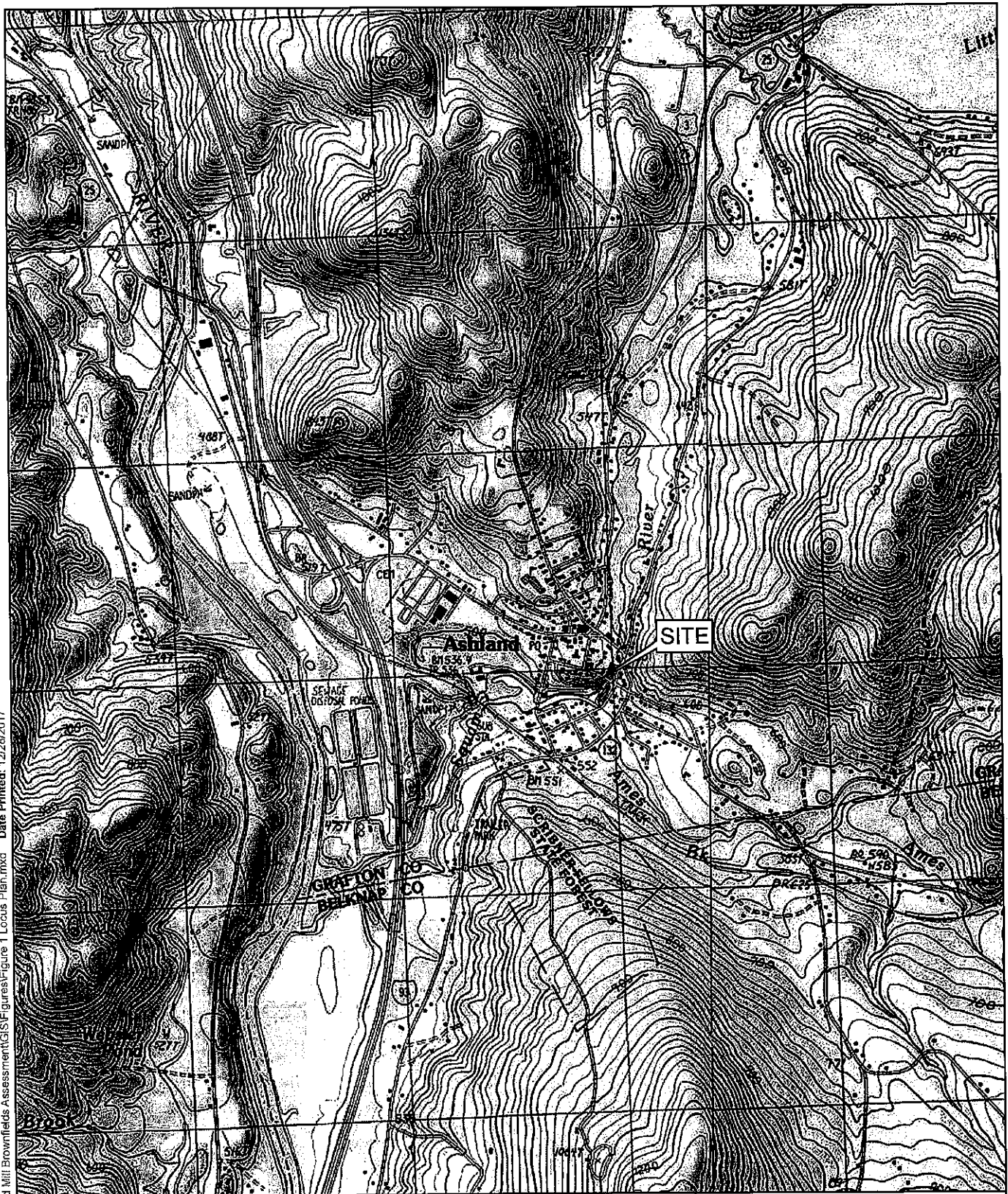
Lead-Based Paint Inspection Performed on 9/26/2017-9/27/2017

Description of Material/Location of Material	Lead Concentrations and Physical Condition
<p><i>Main Mill Building - 1st Floor</i></p> <p>Yellow metal support columns Green concrete support column bases White and green metal support columns and structural steel</p>	<p>1.4 - 4.9 mg/cm2, Loose 0.3 - 2.2 mg/cm2, Loose 0.4 - 1.4 mg/cm2, Loose</p>
<p><i>Main Mill Building - 2nd Floor</i></p>	
<p>Yellow and white metal columns and structural steel Yellow metal round columns</p>	<p>4.0 - 5.7 mg/cm2 2.9 - 4.6 mg/cm2, Loose</p>
<p><i>Main Mill Building - 3rd Floor</i></p>	
<p>Gray metal sliding fire door Yellow metal round column White, gray, and green wood walls</p>	<p>9.9 mg/cm2, Loose 2.3 - 4.0 mg/cm2, Loose 2.2 - 3.5 mg/cm2, Loose</p>
<p><i>Main Mill Building - Basement</i></p>	
<p>White metal structural steel Yellow metal staircase rails</p>	<p>0.2 - 1.4 mg/cm2, Loose 0.7 - 1.1 mg/cm2, Loose</p>
<p><i>Main Mill Building - Staircase 1st Floor to Attic</i></p>	
<p>Green wood door and trim White wood newel posts and columns White wood railing cap Green wood walls White wood risers Yellow metal rail White and green brick walls</p>	<p>9.9 mg/cm2, Loose 2.3 - 5.8 mg/cm2, Loose 2.3 - 5.8 mg/cm2, Loose 3.7 - 5.5 mg/cm2, Loose 1.2 - 3.0 mg/cm2, Loose 1.6 - 2.9 mg/cm2, Loose 1.0 - 3.3 mg/cm2, Loose</p>
<p><i>Main Mill Building - Ramp 2nd to 3rd Floor</i></p>	
<p>Yellow metal rails</p>	<p>1.9 - 2.8 mg/cm2, Loose</p>
<p><i>Main Mill Building - Exterior</i></p>	
<p>Green wood loading dock door and trim</p>	<p>2.5 - 3.7 mg/cm2, Loose</p>
<p><i>Boiler Building - Interior</i></p>	
<p>Green wood exterior sides of windows and trim Green metal sliding fire door Yellow metal rails on staircase</p>	<p>1.8 - 2.0 mg/cm2 1.4 - 1.8 mg/cm2 1.0 - 1.2 mg/cm2, Loose</p>
<p><i>Boiler Building - Exterior</i></p>	
<p>Green metal sliding door and trim White and green wood overhead door and trim Gray brick walls</p>	<p>1.8 - 5.5 mg/cm2, Loose 3.2 - 3.9 mg/cm2 2.5 - 3.0 mg/cm2, Loose</p>

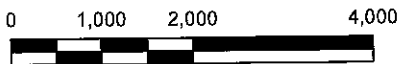
1. For additional information refer to the attached Pre-Renovation/Demolition Lead Based Paint Survey report, completed by Master Lead Inspector Mr. Mel Blackman attached.
2. Due to unsafe conditions not all building components were accessible for testing.

FIGURES

Path: J:\70702.00 - L.W. Packard Mill Brownfields Assessment\GIS\Figures\Figure 1 Locus Plan.mxd Date Printed: 12/28/2017



USGS Topographic Map
Ashland, New Hampshire
1987



Feet 1 inch = 2,000 feet



Engineering a Sustainable Future
Nobis Engineering, Inc.
18 Chenell Drive
Concord, NH 03301
T(603) 224-4182
www.nobiseng.com

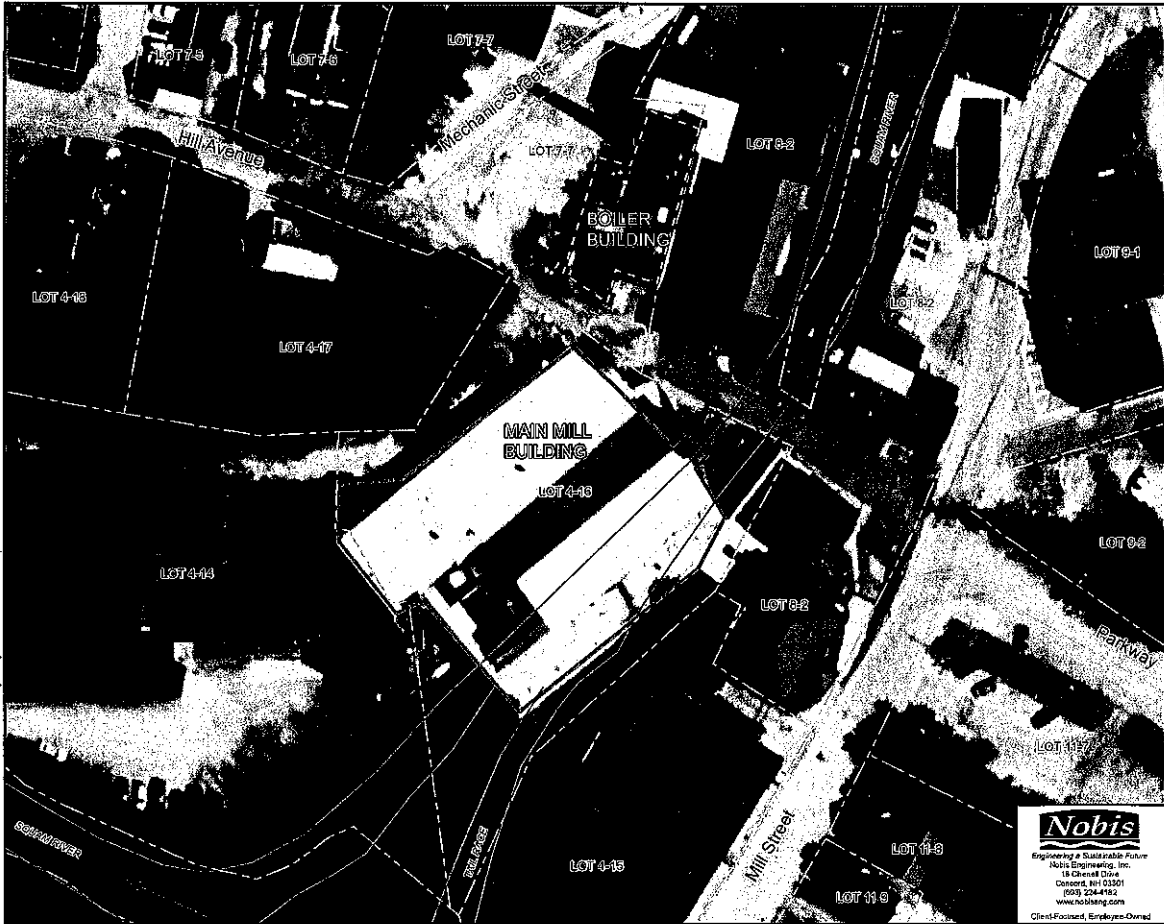
Client-Focused, Employee-Owned

FIGURE 1

LOCUS PLAN
L.W. PACKARD MILL
HILL AVENUE
ASHLAND, NEW HAMPSHIRE

PREPARED BY: NZ
PROJECT NO. 93002.00

CHECKED BY: TA
DATE: JANUARY 2018



Notes:

1. Site Plan was developed from several sources including: City of Ashland Tax Map 17, observations made by Nobis, and from the aerial photography provided by New Hampshire GRANIT.
2. Locations of site features depicted hereon are approximate and given for illustrative purposes only.

- Legend**
- Property Boundary
 - Edge of Waterbody
 - ☐ Boiler Building
 - ☐ Main Mill Building

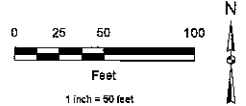
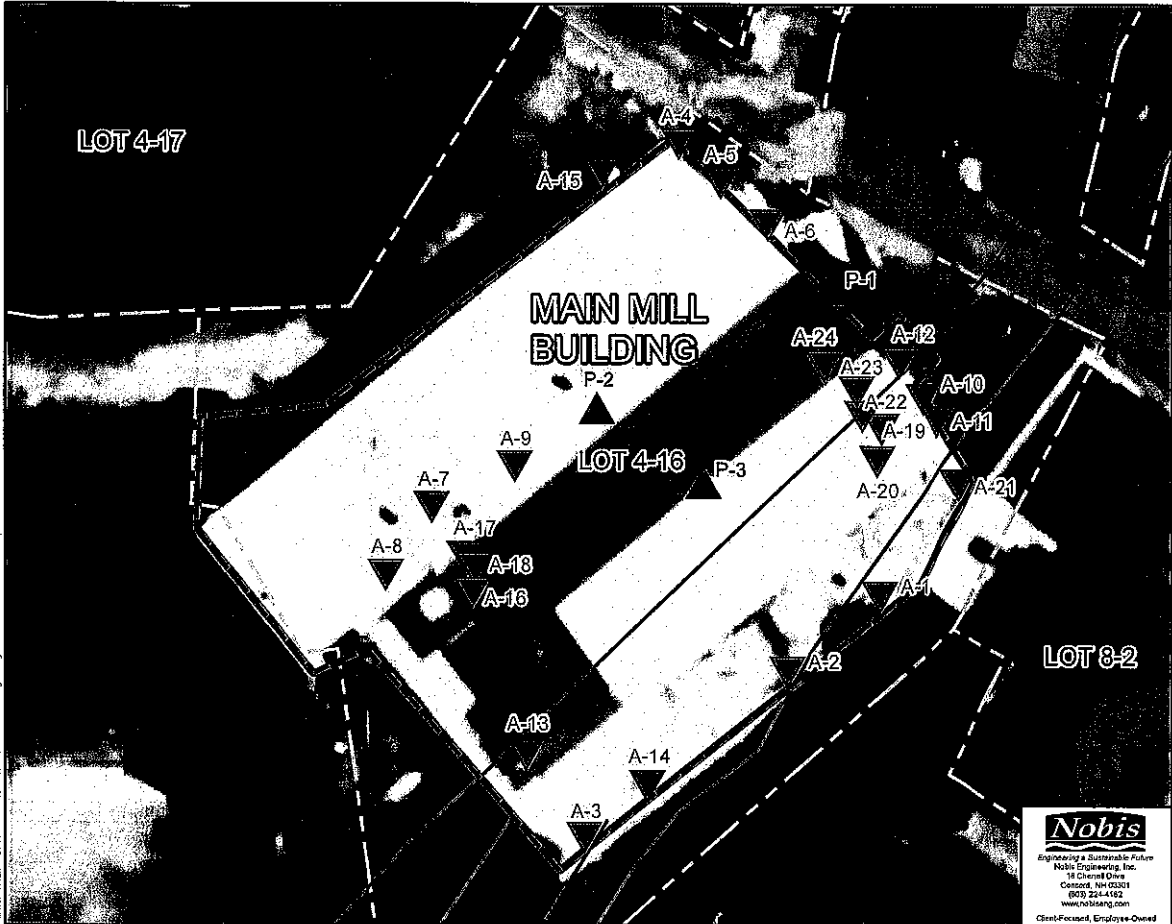


FIGURE 2

SITE PLAN L.W. PACKARD MILL ASHLAND, NEW HAMPSHIRE	
PREPARED BY: JRS	CHECKED BY: TA
PROJECT NO. 93002.00	DATE: JANUARY 2018

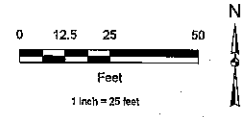
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 www.nobiseng.com
 Client/Partner, Employee-Owned

Part #: 1710702.00 - L.W. Packard Mill Environmental Assessment/CEQP/Phase 2 Site Plan for Industrial Report/LOI Date Printed: 1/26/2018



- Notes:**
1. Site Plan was developed from several sources including, City of Ashland Tax Map 17, observations made by Nobis, and from the aerial photography provided by New Hampshire GRANIT.
 2. Refer to Table 1 for exact sample location and material sampled.
 3. Locations of site features depicted hereon are approximate and given for illustrative purposes only.

- Legend**
- ▼ Asbestos Sample Location
 - ▲ PCB Sample Location
 - Property Boundary
 - Edge of Waterbody
 - ▭ Boiler Building
 - ▭ Main Mill Building



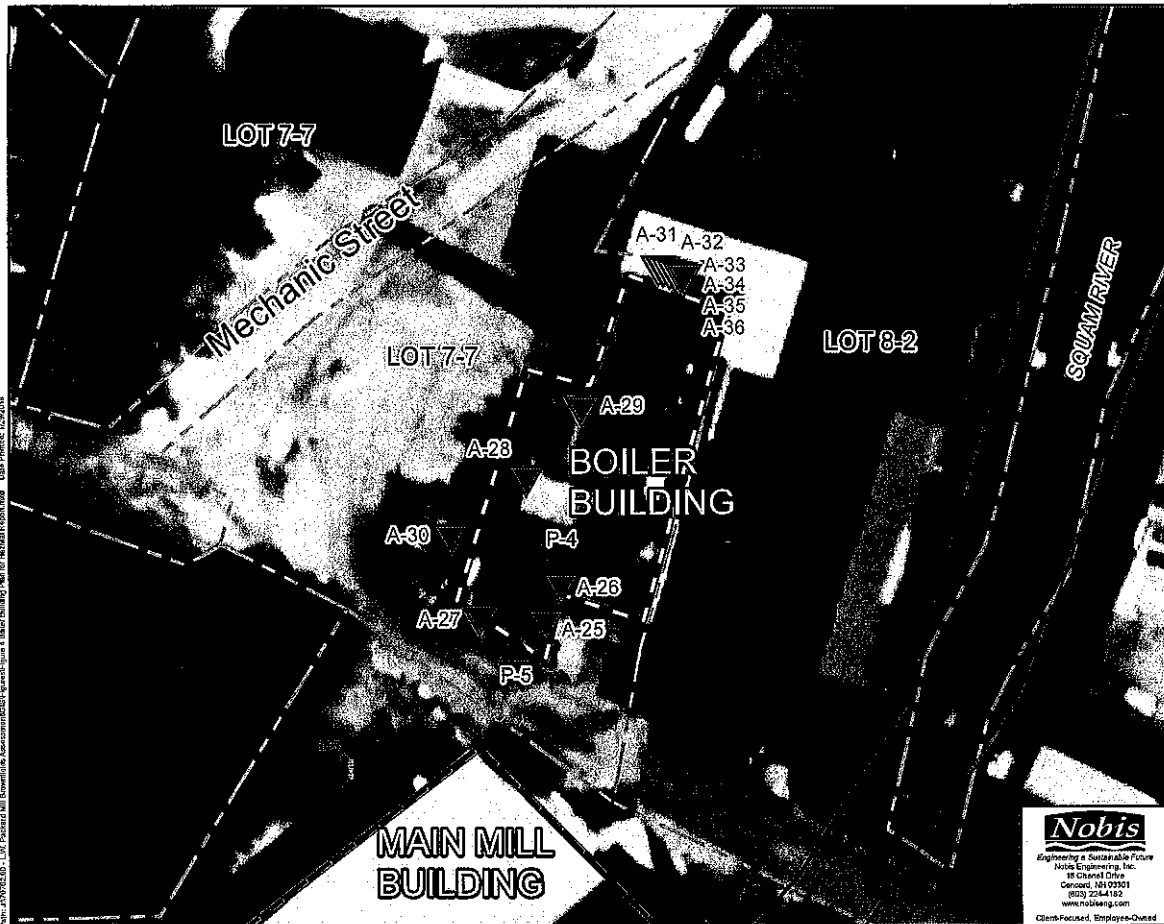
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 Nobis Engineering, Inc.
 18 Central Drive
 Concord, NH 03301
 (603) 224-1162
 www.nobiseng.com
 Client/Contractor, Employee-Owned

FIGURE 3

MAIN MILL BUILDING DETAIL
 WITH SAMPLE LOCATIONS
 L.W. PACKARD MILL
 ASHLAND, NEW HAMPSHIRE

PREPARED BY: JRS	CHECKED BY: IA
PROJECT NO. 93002.00	DATE: JANUARY 2016

From: 171070200_LW_Packard Mill Environmental Assessment GIS-generated figure 3 Main Mill Plan for Incident Response Date Printed: 1/29/2016



- Notes:**
1. Site Plan was developed from several sources including City of Ashland Tax Map 17, observations made by Nobis, and from the aerial photography provided by New Hampshire GRANIT.
 2. Refer to Table 1 for exact sample location and material sampled.
 3. Locations of site features depicted hereon are approximate and given for illustrative purposes only.

- Legend**
- ▼ Asbestos Sample Location
 - ▲ PCB Sample Location
 - - - Property Boundary
 - Edge of Waterbody
 - ▭ Boiler Building
 - ▭ Main Mill Building

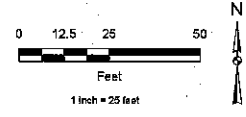


FIGURE 4
BOILER BUILDING DETAIL WITH SAMPLE LOCATIONS
L.W. PACKARD MILL
ASHLAND, NEW HAMPSHIRE

PREPARED BY: JRS	CHECKED BY: TA
PROJECT NO. 93002.00	DATE: JANUARY 2018

Nobis
 Engineering & Waterborne Project
 Nobis Engineering, Inc.
 18 Central Drive
 Concord, NH 03301
 (603) 224-1182
 www.nobiseng.com
 Client Focused. Employee-Owned

Photo: © 2018/2019, L.L. Packard Mill Environmental Assessment/EPA/RCRA/PCB/Asbestos Remediation Investigation and Remediation Report for the Main Mill Facility. Date Printed: 1/20/2018

APPENDIX A

APPENDIX A

LIMITATIONS

- 1) These environmental services were performed in accordance with generally accepted practices of other consultants undertaking similar assessments at the same time and in the same geographical area. The results of this assessment are based on our professional judgment and are not scientific certainties. Specifically, Nobis Engineering, Inc. does not and cannot represent that the site contains no hazardous wastes, oil or other latent conditions beyond those observed during this assessment. No other warranty, express or implied, is made.
- 2) The observations and conclusions presented in this report were made solely on the basis of conditions described in the report and not on scientific tasks or procedures beyond the scope of described services or the budgetary and time constraints imposed by the client. The work described in this report was performed in accordance with the terms and conditions of our contract. No other warranty, express or implied, is made.
- 3) Observations were made of the site as indicated in this report. Where access to portions of the site were unavailable or limited, Nobis Engineering, Inc. renders no opinion as to the presence of hazardous wastes or the presence of indirect evidence of hazardous wastes in that portion of the site.
- 4) No property boundary, site feature or topographic surveys of the site were performed by Nobis Engineering, Inc. unless specifically indicated in the text of the report.
- 5) No sampling or testing was performed for the presence of dioxins, furans, pesticides, herbicides, radon, lead paint, urea-formaldehyde, asbestos or polychlorinated biphenyls (PCBs) at the site unless specifically indicated in the text of the report. The observation, identification or assessment for the presence or absence of any mold, rot or fungi is beyond the scope of services for this work.
- 6) Except as noted within the text of the report, no quantitative laboratory testing was performed as part of this assessment. Where such analyses have been conducted by an outside laboratory, Nobis Engineering, Inc. has relied upon the data provided and has not conducted an independent evaluation of the reliability of these data.
- 7) Chemical analyses have been performed for specific parameters during this site assessment, as described in the text of the report. Additional chemical constituents not searched for during the current study may be present in soil and/or groundwater at the site.
- 8) This report has been prepared for the exclusive use of the New Hampshire Department of Environmental Services (NHDES) and the Lakes Region Planning Commission solely for use in an environmental evaluation of the site. This report shall not, in whole or in part, be conveyed to any other party, other than those authorized by NHDES and Lakes Region Planning Commission without prior written consent of Nobis Engineering, Inc.

.....COMMERFORD ❖ NIEDER ❖ PERKINS, LLC.....

APPRAISAL AND ASSESSMENT SERVICES

RECEIVED
JAN 26 2018
BOARD OF SELECTMEN

January 18, 2018

Town of Ashland Board of Selectmen
PO Box 517
Ashland NH 03217

Re: 2018 General Assessing Contract

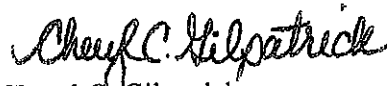
Dear Members of the Board,

Enclosed please find two copies of the 2018 Contract for General Assessing Services for the Town of Ashland. As you will see the pick-up and hourly rates will remain the same as the past few years with no increase.

We have sent a copy to the DRA for review. They have recently reviewed this same contract for another town and had no suggestions for any changes. Therefore, you can either wait the ten days they have to review the contract, or you can sign and date both copies and return one copy to our office. We will send a signed copy to the DRA once we receive it from you.

It has been a pleasure working with you for the past several years and we look forward to continuing our relationship with you. If you have any questions regarding this contract please do not hesitate to give us a call.

Sincerely,



Cheryl C. Gilpatrick
Office Manager

Encls.

CNP

556 PEMBROKE STREET STE #1
PEMBROKE, N.H. 03275

PHONE: 603-410-6444 ❖ FAX: 603-410-6441 ❖ E-MAIL: CNPAPPRAISAL@COMCAST.NET

**2018 General Assessing Services
Municipality of Ashland, NH**

Section I. Functions/Responsibilities:

This agreement is intended to provide a professional consulting relationship for services to The Municipality of Ashland (hereinafter "the Municipality") to be provided by Commerford Nieder Perkins, LLC, (hereinafter "the Company") and is lawfully entered into between the Municipality, by its authorized representative, the Board of Selectmen and the Company by its authorized agent, Cindy L. Perkins, Managing Member. The Municipality's contact person responsible for administering this agreement is the Chairman of the Board of Selectmen, Town of Ashland, PO Box 517, Ashland, New Hampshire, 03217.

Section II. Term:

The term of this Agreement shall be for a period of one (1) year from January 1, 2018 through December 31, 2018.

Section III. Company Identity:

Name: Commerford Nieder Perkins, LLC

Address: 556 Pembroke St. Ste 1
Pembroke, NH 03275

Telephone: 603-410-6444 **Fax:** 603-410-6441

Contact Persons: Cindy L. Perkins, Managing Member, Authorized Agent
Cheryl C. Gilpatrick, Office Manager

Section IV. Relationship of the Parties:

The relationship between the Company and the Municipality shall be that of an Independent Company. As such, the Company shall hold the Municipality, its agents, servants and employees harmless, at the Company's sole expense, to any liability or legal proceeding occurring as a result of the Company's action(s) or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees. It is understood by the parties that legal proceedings resulting from appeals of property valuations or constitutional interpretations concerning property valuations are not subject to this clause.

Section V. Insurance \ Indemnification:

Certificates of insurance, identifying the Municipality as co-insured, will be submitted to the Municipality no more than thirty-days (30) after the signing of the contract. The Municipality will be notified within fifteen (15) days in the event of loss or change in coverage or conditions or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.

The Company will maintain the following insurance over the course of the contract:

- Liability insurance for bodily injury in an amount not less than \$1,000,000 per occurrence;
- Public liability insurance with a Comprehensive General Form to include, without limitation;
- Premises, Operations, Completed Operations, Product, Independent Contractor, Broad Form Property Damage, Blanket Contractual Insurance, and Personal Injury;
- Errors and Omissions Insurance with no less than \$100,000 combined single limit;
- Automobile insurance written with comprehensive coverage for owned, hire and non-owned vehicles and the limit for any one accident will be \$1,000,000; and
- Worker's Compensation Insurance.

Section VI. Termination/Resignation:

Nothing in the Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate the Agreement subject to the terminating party giving fifteen (15) days written notice to the other party, prior to the effective date of separation.

The Municipality may terminate the Contract at any time, by giving written notice to the Company of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished and unfinished work product shall become the property of the Municipality. If the contract is terminated by the Municipality, as provided herein, the Company will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Municipality shall not preclude the Municipality or the Company from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights by the Municipality or Company may possess in the event of the Company's failure to perform.

In the event of written notice of termination by the Municipality, a ten-day (10) period shall be allowed the Company to correct violations. However, upon failure to correct the violations, the Municipality will have the right to cancel the Contract, upon notice of the Municipality to issue termination within five (5) days of the effective date of the termination.

Section VII. Misrepresentation or Default:

The Municipality may void any and all contract(s) at any time if the Company has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.

In the event that any Contract person or employee assigned to the Municipality is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Municipality shall have no obligation of prior notice, and may immediately terminate any and all Contracts.

Section VIII. Transfer, Assignment, Sub-letting:

The Company will not assign any part of this Agreement without express written permission by the Municipality.

Section IX. Work Product:

All work products used or created in conjunction with the services covered under this Agreement shall be the sole property of the Municipality, and that, in the event of Cancellation or Termination, such products will remain with the Municipality.

Section X. Services \ Accommodations:

The Company agrees to provide all services, support, personnel, labor, personal materials and equipment to perform the services as follows.

The Company: The Company shall provide all the above-slated resources. Personal materials include calculators and field inspection equipment.

The Municipality: The Municipality shall provide office space with desks, tables, and chairs for use by the agents and employees of the Company in the execution of this contract. Also, the Municipality shall provide access to a computer with links to the Vision system, access to a copy machine for copying work-related documents and keys to the workspace at no cost to the Company.

Section XI. Work Schedule / Key Personnel Assignment:

By mutual agreement between the Company and the Municipality the Assessor's hours will remain flexible according to the needs of the Municipality and per the availability of the Company's Assessing staff. The Municipality will notify the Company when services are needed and the Company shall respond accordingly. Along with this contract, the Company has provided a list, to the Municipality, of employees who may assist the Assessing Supervisor with the work in this contract.

Section XII. Scope of Services for pickups:

The Company will perform the careful measuring, listing, and valuation of new or newly modified properties as a result of the issuance of permits, filing of inventories, or any other applicable source at a cost of \$56 per parcel.

Section XIII. Scope of Services for hourly assessing work:

If the Municipality determines the need for the following work it will be performed on an hourly basis, and the cost shall be at a rate of \$90 per hour:

- Adequately manage and maintain but not limited to the following; exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations;
- Perform field inspections on all properties that have transferred during the contract period, and investigate and verify the circumstances surrounding all sales;
- Represent the Municipality and its best interest in all abatements and perform field inspections, if necessary, and other studies to review all abatement requests and make a recommendation to the Board of Selectmen/Assessors in writing;
- Meet with taxpayers wishing to discuss their valuations;
- Meet with the Municipal Administration and/or Board of Selectmen upon request;
- Meet and work with State Monitors to ensure the Municipality is meeting all certification requirements of DRA and to maintain a good working relationship; and
- Perform annual assessment to sales ratio studies for the purpose of informing the Selectmen or Assessing Officials of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8 - Revised Inventory.
- Assist the Town with any other general assessing tasks as requested that are determined to be best suited to be billed as hourly assessing, and as agreed upon by both parties.

Section XIV. Scope of Services for hourly appeal work:

Appeals at the Board of Tax and Land Appeals or Superior Court will be billed at \$109 per man-hour.

Section XV. Compensation:

The Company shall be compensated as an independent Company under this Agreement. As such, the Company shall be responsible for providing F.I.C.A., Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to the Municipality of Ashland. See Section V.

The Municipality in consideration of the services hereunder to be performed by the Company agrees to pay to the Company the amounts stated in Sections XII, XIII and XIV. Invoices for services performed under this contract shall be billed as work is completed and are due upon receipt.

In the presence of:

Date: _____

Witness

Municipality of Ashland
By: Board of Selectmen:

In the presence of:

Cheryl C. Hilpatrick

Witness:

Commerford Nieder Perkins, LLC
By: Managing Member:

Cindy L. Perkins

Cindy L. Perkins, CNHA

COMMERFORD ❖ NIEDER ❖ PERKINS, LLC
APPRAISAL AND ASSESSMENT SERVICES

TOWN OF ASHLAND

The following is a list of the Commerford Nieder Perkins, LLC members and staff and their Department of Revenue approval status who may be working in the Town to perform the 2018 assessing:

Cindy Perkins, CNHA
DRA Certified Appraiser Supervisor

John Hatfield
DRA Certified Appraiser Supervisor

Mandy Irving
DRA Certified Assessor Supervisor

Jason Bickford
DRA Certified Assessor Assistant

Dan Ward
DRA Certified Assessor Assistant

Joe Jenkins
DRA Certified Assessor

**2018 General Assessing Services
Municipality of Ashland, NH**

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Telephone: 603-410-6444 **Fax:** 603-410-6441

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The Company will maintain the following insurance over the course of the contract:

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- Premises, Operations, Completed Operations, Product, Independent Contractor, Broad Form Property Damage, Blanket Contractual Insurance, and Personal Injury;
- Errors and Omissions Insurance with no less than \$100,000 combined single limit;
- Automobile insurance written with comprehensive coverage for owned, hire and non-owned vehicles and the limit for any one accident will be \$1,000,000; and
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If the Municipality determines the need for the following work it will be performed on an hourly basis, and the cost shall be at a rate of \$90 per hour:

- Adequately manage and maintain but not limited to the following; exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations;
- Perform field inspections on all properties that have transferred during the contract period, and investigate and verify the circumstances surrounding all sales;
- Represent the Municipality and its best interest in all abatements and perform field inspections, if necessary, and other studies to review all abatement requests and make a recommendation to the Board of Selectmen/Assessors in writing;
- Meet with taxpayers wishing to discuss their valuations;
- Meet with the Municipal Administration and/or Board of Selectmen upon request;
- Meet and work with State Monitors to ensure the Municipality is meeting all certification requirements of DRA and to maintain a good working relationship; and
- Perform annual assessment to sales ratio studies for the purpose of informing the Selectmen or Assessing Officials of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8 - Revised Inventory.
- Assist the Town with any other general assessing tasks as requested that are determined to be best suited to be billed as hourly assessing, and as agreed upon by both parties.

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In the presence of:

Witness

Date: _____

Municipality of Ashland
By: Board of Selectmen:

In the presence of:

Cheyl C. Hilpatrick

Witness:

Commerford Nieder Perkins, LLC
By: Managing Member:

Cindy L. Perkins

Cindy L. Perkins, CNHA

COMMERFORD ♦ NIEDER ♦ PERKINS, LLC
APPRAISAL AND ASSESSMENT SERVICES

TOWN OF ASHLAND

The following is a list of the Commerford Nieder Perkins, LLC members and staff and their Department of Revenue approval status who may be working in the Town to perform the 2018 assessing:

Cindy Perkins, CNHA
DRA Certified Appraiser Supervisor

John Hatfield
DRA Certified Appraiser Supervisor

Mandy Irving
DRA Certified Assessor Supervisor

Jason Bickford
DRA Certified Assessor Assistant

Dan Ward
DRA Certified Assessor Assistant

Joe Jenkins
DRA Certified Assessor

.....COMMERFORD ❖ NIEDER ❖ PERKINS, LLC.....
APPRAISAL AND ASSESSMENT SERVICES

January 23, 2018

Attn: Charlie Smith, Town Administrator
Ashland Board of Selectmen
PO Box 517
Ashland, NH 03217

Dear Charlie and Selectmen,

Enclosed please find two copies of the 2018 Contract for the Update of Values to be completed for the Town of Ashland.

We have sent a copy to the DRA for review. They have recently reviewed this same contract for another town and had no suggestions for any changes. Therefore, you can either wait the ten days they have to review the contract, or you can sign and date both copies and return one copy to our office. We will send a signed copy to the DRA once we receive it from you.

If you have any questions at any time during this project, please do not hesitate to contact me and I will be happy to assist you.

Sincerely,


Cheryl C. Gilpatrick
Office Manager

PNC

556 PEMBROKE STREET STE #1
PEMBROKE, N.H. 03275
PHONE: 603-410-6444 ❖ FAX: 603-410-6441 ❖ E-MAIL: CNPAPPRAISAL@COMCAST.NET

2018 UPDATE CONTRACT – TOWN OF ASHLAND

SUBJECT: An Update analyzing market sales throughout the entire municipality to identify and implement needed value changes to the affected areas or classes of property at the municipality's general level of assessment of all taxable, tax exempt and non-taxable property for tax assessment purposes in accordance with applicable rules under the DRA or Ash.

The Town of Ashland, NH, a municipal corporation organized and existing under the laws of the State of New Hampshire, hereinafter called the Municipality; and Commerford Nieder Perkins, LLC, a business organization existing under the laws of the State of New Hampshire and having a principal place of business at 556 Pembroke Street, Pembroke NH, hereinafter called the Company, hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1	Name of Municipality:	Municipality of Ashland
1.2	Mailing Address of Municipality:	PO Box 517 Ashland, NH 03217
1.3	Contracting Officer for the Municipality:	Board of Selectmen
1.4	Telephone and fax numbers	Phone: 603-968-4432
1.5	E-mail Address, if applicable	Not Applicable
<hr/>		
1.6	Name of Company:	Commerford Nieder Perkins, LLC
1.7	Mailing Address of Company:	556 Pembroke St., Ste 1, Pembroke NH 03275
1.8	Principal place of business, if different from above	Same
1.9	Telephone and fax numbers	Phone: 603-410-6444; Fax: 603-410-6441
1.10	E-mail address, if applicable	cnppraisal@comcast.net
1.11	Name and Title of Company Signer:	Cindy L. Perkins, CNHA, Managing Member
1.12	Type of business organization	Limited Liability Company
1.13	Tax Identification No.	02-0523114

DEFINITIONS:

Listing: "Listing" means recording a description of the interior and exterior attributes of any improvements.

Measure: "Measure" means a physical inspection and recording and sketching of the exterior dimensions of any improvements.

Statistical Update: "Statistical update" means to maintain proportionality by analyzing market sales throughout the entire municipality to identify and implement needed value changes to the affected areas or classes of property.

DRA Certified Building Measurer and Lister Duties Asb 304.01

- (a) A DRA certified building measurer and lister shall be authorized, to collect data for the sales survey.
- (b) A DRA certified building measurer and lister shall not be authorized to validate or invalidate any sales properties.

DRA Certified Property Assessor Assistant Duties. Asb 304.02 A DRA certified property assessor assistant shall, under the guidance of a DRA certified property assessor or DRA certified property assessor supervisor, be authorized to:

- (a) Appraise residential real estate for tax purposes; and
- (b) Validate or invalidate sales for the sales survey.

DRA Certified Property Assessor Duties. Asb 304.03

(a) A DRA certified property assessor shall be authorized to:

- (1) Appraise property for tax purposes including:
 - a. The annual maintenance of assessments by using sales surveys, charts, and schedules; and
 - b. Using cost data established by a DRA certified property assessor supervisor during the year of the last revaluation;
- (2) Validate or invalidate sales for the sales survey; and
- (3) Submit a signed and dated statement to the department attesting to the qualifications of a building measurer and lister working under the assessor supervisor to be true accurate and correct.

(b) A DRA certified property assessor shall not be authorized to adjust the cost, land, depreciation, or other tables resulting in a change to the values without the approval of a DRA certified property assessor supervisor.

DRA Certified Property Assessor Supervisor Duties. Asb 304.04 A DRA certified property assessor supervisor shall be authorized to:

- (a) Exercise general supervision over an Update;
- (b) Conduct sales surveys and establish base values for land and buildings;
- (c) Prepare the sale survey;
- (d) Establish charts and schedules to be used in the Update;
- (e) Prepare reports;
- (f) Supervise informal reviews of property assessments with the property owner;
- (g) Oversee any Update by assisting the Municipality to ensure the Update is performed in accordance with state laws and rules;
- (h) Assist the Municipality to ensure that compliance with the contract is adhered to;
- (i) Submit a signed and dated statement to the department attesting to the qualifications at all levels of certification to be true, accurate and correct.

2. GENERAL SERVICES TO BE PERFORMED BY THE COMPANY

2.1 Appraise all property.

2.1.1 To appraise (Update) the values of all taxable property within the Municipality in a good and workmanlike manner according to New Hampshire RSA 75:1.

2.1.2 To appraise (Update) the values of all tax exempt and non-taxable property within the taxing jurisdiction of the Municipality in the same manner as taxable property.

2.2 Completion of Work and Deadlines; (also see Addendum for Schedule of Completion)

2.2.1 The Company shall complete all work and deliver final values to the Selectmen/Assessor on or before October 15, 2018. All documentation as required by USPAP Standard 6 (Appraisal Report) and a Sales Manual shall be delivered by January 1, 2019.

- 2.2.2 Perform field visits all sale properties for sales occurring within the two-years prior to April 1, 2018, more specifically April 1, 2016 to March 1, 2018. This shall be performed according to the Town of Ashland's Data Collection guidelines developed by the Company.
 - 2.2.3 Attempt to perform callbacks for all sale properties not having the benefit of an interior inspection during the initial visit to the property;
 - 2.2.4 Perform the informal review process as described in Section 3.5;
 - 2.2.5 Make value adjustments to all necessary tables in the CAMA system;
 - 2.2.6 Provide a list of final values to the Municipality;
 - 2.2.7 The job would be considered complete on the dates listed in Section 2.2.1; however, abatements filed as a result of the Update, which are included in the project cost, would continue to be the responsibility of the Company even after final payment has been received in full. The cost of abatements is included in the cost of the Update and the appeals will be billed under the 2019 General Assessing Contract for the year of the appeal work.
- 2.3 Personnel.
- 2.3.1 For the grading, classifying, appraising and data collection of all property covered by this contract, the Company shall only employ personnel who are:
 - 2.3.1.1 Certified by the DRA, in accordance with New Hampshire Code of Administrative Rules, Asb 303 for the work they will be performing; and
 - 2.3.1.2 Approved by the Municipality.
 - 2.3.2 The Company has included a copy of the list of certified employees who will assist the Assessor Supervisor with this contract. This list is subject to change and the Town and the DRA will be properly notified of any such changes.
 - 2.3.3 The Company shall ensure that DRA Certified Assessor Supervisor shall supervise, perform, and approve all work for the Update as outlined in the contract.
- 2.4 Public Relations.
- The Company and the Municipality, during the progress of the work, shall each use its best efforts and that of its employees to promote full cooperation and amiable relations with the taxpayers. All publicity and news releases shall be approved by the Selectmen/Assessor and include the DRA public announcement. The Company, upon request of the Municipality, shall make available speakers to acquaint groups with the nature and purpose of the reappraisal.
- 2.5 Confidentiality.
- 2.5.1 The Company agrees to not disclose to anyone except the Selectmen/Assessor or designee and the Commissioner of the DRA or designee, any preliminary values or new values discovered, for any purpose, or to permit anyone to use or examine any of the data on file in connection with the Update.
 - 2.5.2 The Company agrees that the data regarding the Update in possession of the Company shall be released, upon request, to the DRA staff member assigned to monitor the Update.

2.6 Compensation and Terms.

2.6.1 The Municipality in consideration of the services hereunder to be performed by the Company agrees to pay to the Company the sum of \$33,000, in manner and form as follows:

2.6.1.1 Payment shall be made as the work progresses. These payments will be based on 100% of the estimated proportion of the work completed.

2.6.1.2 Abatements filed as a result of the Update, which are included in the project cost, would continue to be the responsibility of the Company even after final payment has been received in full. The cost of abatements is included in the cost of the Update and the appeals will be billed under the 2019 General Assessing Contract for the year of the appeal work.

2.6.1.3 A penalty of \$50 per day shall be paid by the Company for each business day (Monday thru Friday) required for completion beyond the above stated completion dates for delays caused by the Company, should the Municipality require such payment.

3. DETAIL SERVICES TO BE PERFORMED BY THE COMPANY

3.1 Development of Unit Costs.

3.1.1 The Company shall make a careful study and investigation of the costs of residential, commercial and industrial construction in the area, based upon material costs and prevailing wage rates in the building trades. The Company shall develop data unit costs, which shall include architects and engineer's fees, and contractor's overhead and profits. Before using such unit costs, the Company shall make tests using costs against actual appraisals of buildings whose actual current costs are known in order to insure accuracy.

3.1.2 Residential Property Appraisal Schedules. The Company shall use unit costs as the basis of appraisal of residential properties. Schedules shall consist of unit base prices upon definite specifications for houses of various types and quality of construction and reflect the building customs and practices in the community. The schedules shall be complete for various story heights and cover ground areas adequate for the valuation of all types of houses with tables for additions and deductions for variations from base specifications including schedules for garages.

3.2 Manuals of Appraisal.

USPAP Standard 6 Compliant Final Appraisal Report {RSA 21-J:14-b, 1, (c)}. This report shall be in compliance with the most recent edition of the Uniform Standards of Appraisal Practice (USPAP) Standard Number 6.

3.3 Property Record Cards.

3.3.1 The Company shall prepare a property record card, 8½ x 11 inches, for each separate parcel of property in the Municipality.

3.3.2 The cards shall be so arranged as to show the owner's name, street number, or other designation of the property and the mailing address of the owner, together with the necessary information for determining land value and classification, and space for indicating the land value and value of the buildings on the land.

3.3.3 The card shall be so arranged as to show descriptive information of the buildings, pricing detail, depreciation allowed for physical, functional and economic factors and an outline sketch of all principal buildings in the parcel. The property record cards shall be filed as requested by the Municipality.

3.3.4 Any coding used by the Company on the property record card shall be clearly explained in writing elsewhere, on the card, or on an attachment thereto.

3.3.5 The signature or other identifying symbol of the Company's employee appraising the property shall be noted on each property record card.

3.4 Sales Survey.

- 3.4.1 A DRA Certified Property Assessor Assistant pursuant to Asb 304.02 under the guidance of a DRA Certified Property Assessor pursuant to Asb 304.03 or DRA Certified Property Assessor Supervisor pursuant to Asb 304.04 may validate sales data. A DRA Certified Property Assessor Supervisor pursuant to Asb 304.04 shall prepare the company's sales survey. (See Definitions, Section 1)
- 3.4.2 In order to ensure that appraisals will reflect full and true value, the Municipality shall provide to the Company a copy of all property transfers for a minimum of two (2) years immediately preceding the effective date of the Update.
- 3.4.3 A sales analysis shall be conducted using accepted appraisal methods in order to determine land, building and total property values. Such analysis shall include documentation of the methods employed and examples of the analyses. Accepted methodology shall include the consideration of all sales given by the Municipality to the Company and their inclusion in the sales survey book with appropriate notations for those sales not used in the correlation of values.
- 3.4.4 All property sales shall be included in the sales book by photocopy or printout of the property assessment record card and a photograph of the principal buildings shall be attached thereto.
- 3.4.5 The sales price and terms of the sale shall be verified by the Company and a notation to that effect made on the property assessment record card along with the sale price, date of the sale, and date of inspection.
- 3.4.6 Land values shall be determined from land only sales whenever possible, however, in the absence of an adequate number of land sales, the DRA Certified Property Assessor Supervisor may use the land residual or abstraction technique to assist him in the determination of land values. The analysis portion of the sales survey shall show the sale price and supporting adjustments made in detail that are understandable by the municipal officials and the taxpayers.
- 3.4.7 The indicated land values shall be shown as, but not limited to, site, front foot, square foot, front acre or rear acre units or other appropriate units of comparison.
- 3.4.8 The completed sales survey showing the sales used and the analysis to indicate property values with documentation of the method employed and any location factors, together with neighborhood delineation maps showing front foot, square foot or front acre, rear acre unit values, or other appropriate units of comparison shall be delivered to the Selectmen/Assessor for approval and shall become the property of the Municipality.

3.5 Informal Reviews.

- 3.5.1 The Company shall mail, first class, to all property owners, the notification of the newly estimated value of the property by sending to the property owner a letter stating the newly estimated value of the property. If a letter is sent then the Company shall provide a list to the Municipality showing all property values within the Municipality for the Municipality to post in a newspaper of general circulation for the entire Municipality or to post in two public places.
- 3.5.2 The Selectmen/Assessor or designee shall review the informal review schedule in advance and shall monitor the informal review process. The Company shall ensure that an informal review of the newly estimated property values is provided to all property owners who request such review. A combination of daytime, evening and Saturday hours shall be scheduled to accommodate all taxpayers.
- 3.5.3 The Company shall notify by first class mail all property owners addressed during the informal reviews of the disposition of their review stating whether or not a change in value has resulted, and the amount thereof along with complete instructions for an appeal of the informal review process.

3.6 Defense of Values.

3.6.1 Optional Clauses:

3.6.1.1 The Company agrees to furnish the services of a qualified representative to support the values established for the Update tax year upon appeals to the BTLA or Superior Court, in all cases where the appeal has been entered within the time prescribed by law. The Company agrees to support the established value even if the Selectmen/Assessor have reduced the value as part of the proceedings defined in RSA 76:16. However, if the Selectmen/Assessor increase any value established by the Company, they forfeit their right to Company representation. See Sections 2.2.7 & 2.6.1.2 for outline of compensation to the Company for defense of appeals resulting from this contract.

3.6.1.2 In the case of an appeal upon Public Utility property that has been appraised by the Company, the services of an expert may be required and the charge shall be \$100 per hour plus expenses.

4. CONDUCT OF VALUATION OF RESIDENTIAL AND COMMERCIAL PROPERTY

4.1 Inspection. The exterior of all valid sale properties used in the analysis shall be carefully inspected, measured and listed as outlined in this contract. An interior inspection shall be attempted at the of the exterior visit.

4.1.1 "Measure" means a physical inspection and recording and sketching of the exterior dimensions of any improvements.

4.1.2 "Listing" means recording a description of the interior and exterior attributes of any improvements.

4.1.3 In all cases of entry, the property owner or occupant, must be at least 18 years of age, shall be asked to sign the property record card as evidence of interior inspection.

4.2 Construction. The quality of construction and approximate age shall be noted and the specific details of the following features, as applicable, such as foundation, basement area, insulation, roofing, flooring, exterior cover, interior finish, fireplaces, heating and air conditioning systems, solar collectors, plumbing and plumbing fixtures, tiling, electric service, the number of rooms and/or bedrooms, sprinkler systems, elevators and any other data which would influence value.

5. HOW THE COMPANY VALUES PROPERTY

5.1 Replacement cost shall be computed. These values shall then be depreciated according to age, condition, utility, and desirability, and the appropriate amount of physical, functional and economic depreciation shall be shown on each property record card, or shown as a composite adjustment based on condition, utility and desirability.

5.2 If the residential property contains 4 or more separate apartments or residential areas, and if the rental charges are at market level, the earnings may be examined to establish a basis of rent capitalization to be used as a comparison to other property indications of value.

5.3 Before the final values are estimated, a DRA Certified Property Assessor Supervisor (See Definitions section) shall compare the preliminary values with the sales utilized in the sales survey to ensure all values reflect the market as of April 1 of the year of the Update.

5.4 When computations of the data obtained from the inspection have been completed a final review shall be made by a DRA Certified Property Assessor Supervisor (See Definitions section) to identify and correct any mechanical errors, unusual features or anything influencing the final value and to ensure all properties are valued at their highest and best use.

6. SERVICES TO BE PERFORMED BY THE MUNICIPALITY

- 6.1 The Municipality shall notify the company, in writing, which properties within the taxing jurisdiction are exempt from taxation.
- 6.2 The Municipality shall furnish to the Company information pertaining to ownership of all property in the Municipality, a set of current tax maps, zoning maps, charts, plans, and sales information, and additional copies if requested by the Company.
- 6.3 The Municipality shall keep the company informed of all sales of property taking place during the progress of the Update of which it has knowledge.
- 6.4 The Municipality shall make corrections to tax maps as of April 1, of the Update year where lots have been subdivided or apportioned and notify the Company of all ownership, name and address changes of which it has knowledge.
- 6.5 Office Space and Equipment. The Municipality shall provide suitable office space with desks, tables, and chairs for the use of the agents and employees of the Company in performing their necessary work. The Company shall furnish any needed telephones, and other such equipment necessary to complete the work.

7. CONDUCT OF VALUATION OF INDUSTRIAL AND PUBLIC UTILITY PROPERTY

The Company shall use the current value of public utility properties as determined by the DRA at the time of the completion of this contract.

8. INDEMNIFICATIONS AND INSURANCE

- 8.1 The Company agrees to defend and indemnify the Municipality against claims for bodily injury, death and property damage that arises in the course of the Company's performance of this agreement and with respect to which the Municipality is free from negligence on the part of itself, its employees and agents.
- 8.2 The Public Liability Insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury liability, and \$1,000,000 each occurrence for property damage liability.
- 8.3 The Automobile Liability Insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury liability. A copy of the insurance certificate shall be forwarded to the DRA before starting any work.
- 8.4 Workers Compensation Insurance shall also be held by the company during the duration of the project.
- 8.5 The Company shall provide certificates of insurance to the Municipality and the DRA before starting the Update confirming the required insurance coverage and providing that the Municipality shall receive ten (10) days written notice of the cancellation or material change in the required insurance coverage.

9. PERFORMANCE BOND

If required by the Municipality, the Company, before starting any Update work, shall deliver to the Municipality an executed bond in favor of the Municipality to assure faithful and satisfactory performance of the contract, and provide a copy to the DRA. The amount of such bond shall be no less than the amount of consideration to be paid by the Municipality to the company for services to be performed and shall not expire before final values are submitted to and accepted by the assessing officials.

10. ESTIMATED SIZE OF UPDATE

It is agreed between the parties that the entire Update consists of an estimate of 1,630 tracts as defined by RSA 75:9, and that in the event that the number should exceed 100% of said estimate, the Company shall be entitled to additional remuneration based on a pro rata basis of \$57 per tract.

11. SIGNATURES

In the presence of:

Witness

Date: _____

Municipality of Ashland

By: Board of Selectmen

In the presence of:

Cheryl C. Hilpatrick

Witness

Commerford Nieder Perkins, LLC

By: Managing Member

Cindy L. Perkins

Cindy L. Perkins, CHA

12. ADDENDUMS, AMENDMENTS AND APPENDIXES

Addendums, Amendments and appendixes may be added only by separate instrument.

.....COMMERFORD ❖ NIEDER ❖ PERKINS, LLC.....
APPRAISAL AND ASSESSMENT SERVICES

ADDENDUM & APPENDIX (Ref. Item 12)
TOWN OF ASHLAND 2018 UPDATE CONTRACT

In conformance with the New Hampshire Department of Revenue's administrative rules and to be responsive to the Municipality needs, the Contractor shall use this section to more fully identify specifications for this project as follows:

1. **COMPLETE PROJECT EFFECTIVE DATE:** All information collected under this contract shall be used to establish values pursuant to real property ownership and conditions in effect as of April 1, 2018.
2. **DEFENSE OF APPEALS:** The Company and the Municipality agree that defense of appeals at the BTLA and Superior Court are not included in the contract price, but are to be paid to the Contractor by the Municipality as outlined in Section 2.6.1.2 & 3.6.1.1.
3. **INCLUSIONS IN PRICE:** The Company and the Municipality both understand and agree that the compensation price previously stated, \$33,000, includes the services outlined in this contract for 2018.

4. **ESTIMATED SCHEDULE OF COMPLETION:**

EXECUTION OF CONTRACT	02/01/2018
PROJECT START-UP	03/01/2018
SALES ANALYSIS	08/24/2018
FINAL PRE-HEARING COMPREHENSIVE FIELD REVIEWS	09/14/2018
SELECTMEN PRELIMINARY VALUE REVIEW	09/25/2018
INFORMAL HEARINGS AND REVIEW PROCESS	10/12/2018
FINALIZED VALUES TO THE SELECTMEN	11/01/2018
FINAL DOCUMENTATION TO SELECTMEN - USPAP	01/01/2019

5. **TERMINATION:** The Municipality may terminate the contract at any time by providing written notice to the Company of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. A detailed explanation of such termination shall be provided to the Company.

In the presence of:

Witness

Date: _____

Municipality of Ashland
By: Board of Selectmen

In the presence of:

Cheryl C. Hilpatrick
Witness

By: Commerford Nieder Perkins, LLC
By: Managing Member

Cindy L. Perkins
Cindy L. Perkins, CNHA