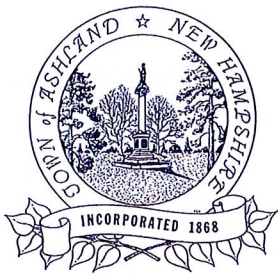


**ASHLAND BOARD OF SELECTMEN
WORK SESSION
MONDAY, MARCH 19TH, 2018 at 6:30 PM
ASHLAND ELEMENTARY SCHOOL LIBRARY**

- I. PLEDGE OF ALLEGIANCE**
- II. BOARD OF SELECTMEN REORGANIZATION & LIAISONS**
- III. CALL TO ORDER**
- IV. PUBLIC HEARING**
 - a. Amending existing pole/conduit licenses pursuant to RSA 72:23
- V. PUBLIC COMMENT (Agenda items only)**
- VI. APPROVAL OF MINUTES**
 - a. BOS meeting(s): 3/5
- VII. CONSENT AGENDA**
 - a. Weeks of:
 - i. March 5th; Acct. Payable \$345,398 – Payroll \$22,296
 - ii. March 12th; Payroll \$17,266
- VIII. DEPARTMENT HEAD(S)**
 - a. Chief Randall – Introduction of new Ashland Police Department Sergeant
- IX. OLD BUSINESS**
 - a. Town Administrator updates
 - b. Project List
- X. NEW BUSINESS**
 - a. Department Head credit cards - Meredith Village Savings Bank application
 - b. NHDES – Emery & Garrett Groundwater Investigations, LLC. (on going groundwater testing for NHDES at Ashland Utility Building)
- XI. SELECTBOARD ITEMS**
- XII. LIAISON REPORTS**
- XIII. PUBLIC COMMENT (Agenda items only)**
- XIV. NON-PUBLIC SESSION**
- XV. ADJOURNMENT**

Posted on 3/16/18 at the Town Office building and town website

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



Town of Ashland Board of Selectmen Agenda Report

Date: 3/15/18

To: Board of Selectmen

From: Town Administrator

Subject: Public Hearing – amend utility pole license

Background: Now, the courts have previously ruled that a municipality does not have the authority to assess Fair Point's (other telecoms and utilities) use of the public right-of-way unless there's an agreement such as a pole license that specifically states taxation language from RSA 72:23. Ashland's pole license do not have taxation language pursuant to RSA 72:23. Therefore, it is in the best interests of the public good to amend the pole licenses/applications so that they are consistent with the language in RSA 72:23, I and furthermore to remove possible questions as to the town's authority to assess the licensee's use of the right-of-way.

Recommended motion: Motion to declare that all outstanding pole licenses issued by or under the authority of the Selectmen for the Town of ASHLAND or its predecessors in office acting under the provisions of RSA 231:161 (b), or its predecessor statutes, are hereby changed to incorporate in each such pole license in effect as of March 20th 2018 and effective as of such date, the following changes by inserting therein the following language

In accordance with the requirement of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the municipality pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.

In accordance with the requirements of RSA 72:23, I (b), the licensee(s) hereunder and any other entity using or occupying the property of the municipality pursuant to this license shall be responsible for the payment of, and shall pay, both current and potential real and personal property taxes when due. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying the property of the licensor pursuant to this license.

The Petitioner hereby acknowledges its statutory obligation pursuant to RSA 231:177-181 to relocate the poles, structures, conduit, and equipment licensed hereunder upon written notice from the Town.

The Licensee is required to provide the town in writing the names and contact information for any additional provider(s) authorized now or in the future to place equipment at these location(s).

Fiscal Impact: N/A

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

6
7
8
9 **PLEDGE OF ALLEGIANCE**

10
11
12 **CALL TO ORDER**

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

16
17
18 **PUBLIC COMMENT**

19 Katie Maher attended the recent Water and Sewer meeting which she said was very informative and
20 encouraged the public to view the Power Point presentation online.

21
22
23 **APPROVAL OF MINUTES**

24 February 20, 2018-Approved as written.

25
26 **MOTION:** By Selectman Sharps
27 *Approve 2/20/18 minutes as written.*

28 **SECOND:** By Vice Chair Lamos

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

30 **MOTION PASSED**

31
32
33 **CONSENT AGENDA**

- 34 • Accounts Payable and Payroll Manifests for the week of February 20, 2018 and Payroll
35 Manifest for week of February 26, 2018; and a Veterans Tax Credit form were signed by a
36 quorum of the Board.

37
38
39 **DEPARTMENT HEADS**

- 40 1. Old Jail Building: A quote was received by the Town from Libby's Custom Masonry for \$4,350
41 to repair damage to the Old Jail Building. The Old Jail Building was damaged when an
42 unidentified vehicle struck the building during off hours causing damage to the brickwork and
43 window. The event was not recorded on the security cameras because the cameras are stationary
44 and not pointed at the jail building. TA Smith is talking with Mango Security to rectify this
45 situation. The damaged window will be replaced with a wood window to keep in the historic
46 nature of the building. Primex is covering the cost of this claim less a \$1,000 deductible. The

1 fiscal impact will be \$1,000 for the deductible, line 01-4194-10-611, General Government
2 Buildings Repair/Replace Upgrades.

3
4 **MOTION:** By Vice Chair Lamos

5 *To approve the proposal from Libby's Custom Masonry in the amount of \$4,350 to repair the*
6 *damage to the Old Jail Building.*

7 **SECOND:** By Selectman Sharps

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

9 **MOTION PASSED**

- 10
11 2. Refinance debt service: The Town Treasurer has requested formal approval from the Board of
12 Selectmen to request proposals from banks to refinance and lower interest rates on remaining
13 long term debt. TA Smith listed the existing bonds and maturity dates. TA Smith will look into
14 the possibility of shortening the terms of the notes and/or bundling under a State Revolving
15 Fund loan.

16
17 **MOTION:** By Selectman Sharps

18 *To allow the Town Administrator and Town Treasurer to seek proposals from banks to*
19 *refinance the Town's long term debt.*

20 **SECOND:** By Vice Chair Lamos

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

22 **MOTION PASSED**

- 23
24 3. Prior ZBA appointment: The position of alternate member of the Zoning Board remains open.

25
26
27 **OLD BUSINESS**

28 Fourth of July Committee Budget: The budget for the Fourth of July Committee had been previously
29 reviewed by the Selectboard. The question of the Unanticipated Expenses line was clarified to be
30 actually for Toilets – Septic Solutions. There were no further concerns.

31
32 **MOTION:** Vice Chair Lamos

33 *To approve the Fourth of July Committee budget.*

34 **SECOND:** By Selectman Sharps

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

36 **MOTION PASSED**

37
38 Town Hall repairs: TA Smith will be reaching out to contractors for bids on soffit and trim repair for
39 the Town Hall. Vice Chair Lamos suggested TA Smith also check with the mason who is doing the
40 repair work on the Old Jail Building on cost of doing the points on the brickwork at the Town Hall.

41
42
43 **NEW BUSINESS**

44 Ashland Conservation Commission Chairman Walter Durack: Chair Durack reported on the
45 Conservation Commission whose goal for 2018 is to improve the public image of the town. The town
46 has abundant natural resources, one of which is the Pemigewasset River. The commission has discussed

1 connecting the trail along the river with the Village core. They have also been monitoring the river
2 water quality in conjunction with the Squam Lakes Association. Selectman Sharps requested sharing
3 the sampling results with the Pemigewasset River Local Advisory Committee as they also do water
4 quality sampling of the river. Chair Durack agreed this would be a good idea. Chair Durack's term will
5 be ending in April of this year and he expressed the need of volunteers for the Committee to keep the
6 momentum moving forward. The Board of Selectmen thanked Chair Durack for his service to the
7 Town.

8
9 Ashland Heritage Commission – Town Hall: Chair Susan MacLeod presented a summary of the
10 Heritage Commission's Town Hall Information Program which was held on March 1st. The
11 presentation covered a history of the 145 year old building and the recent walkthrough which showed
12 its current condition and need of repair/updating and ADA compliance. The full Power Point
13 presentation will be available on the Town website. The Town Hall and Old Jail Building were placed
14 on the National Registry of Historic Places in 1983 and is eligible for a Land and Community Heritage
15 Investment Program (LCHIP) grant. LCHIP grants are funded by Registry of Deed and Motor Vehicle
16 transactions and are designated for the protection of historic and natural resources. Thanks was given
17 to the Heritage Commission and David Ruell of the Historical Society.

18 19 20 **SELECTBOARD ITEMS**

- 21 • General: The Town is not planning on stopping the recording of Board of Selectmen meetings.
22 Chair Newton encouraged everyone to vote on March 13th.
- 23 • Liaison Reports: Selectman Sharps reported the Heritage Commission met on March 3rd and
24 presented the Town Hall Information Program. The Planning Board recently met and
25 Selectman Sharps announced there are two vacancies on that board. Selectman Sharps also
26 urged the public to attend the School Board meeting on March 6th at 7:00 PM in which the
27 school superintendent will be giving a security presentation. Chair Newton attended the
28 Ashland Economic Development Committee meeting last week. Chair Felton will be putting
29 together a meeting with Lakes Region Planning Commission and Nobis Engineering to further
30 discuss the Brownfields project.
- 31 • Other Items: Chair Newton coordinated the Selectboard coverage of the elections on March
32 13th. Town Reports are now available at the Town Office.

33 34 35 **PUBLIC COMMENT**

36 None.

37
38 There being no other business, Vice Chair Lamos made **Motion Adjourn at 7:34 PM**. Selectman Sharps
39 seconded. **Roll Call Vote**: Barney, yes, Newton, yes, Lamos, yes; Sharps, yes.

40
41
42 Respectfully submitted,

43
44
45 Wendy Smith
46 March 7, 2018

Town of Ashland

Town Administrator Updates

March 2018

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

TOWN CLERK/TAX COLLECTOR

- Reminder – political advertising must be removed by next Friday (RSA 664:17)
- Worked with auditors
- Spent time preparing for Town Meeting sessions
- Collected \$34,613.33 in taxes
- Collected \$29,688 in motor vehicle permits
- Collected \$91.00 for vital records
- Registered dogs
- Worked with staff on various projects
- Reminder that dog licenses expire April 30, 2018
- Prepared ballots and materials for the March election
- Worked on retention of materials
- Assessed assessors with paperwork
- Reminder – unpaid taxes will be lien in May

LIBRARY

- **Patron Visits:** 523 people visited the library in February
- **Programs:** The library offered 9 programs attended by 41 people last month
- **Circulated Items:** The library circulated 739 items in February
- **News/Events:**
 - Teen night at the library will be held on Friday, March 23 from 6:30-8:30 pm.
 - Knitting is held every Tuesday from 6-7 pm.
 - Book group will meet on Monday, February 26 at 7:00 pm to discuss "The Little Paris Bookshop" by Nina George.
 - Pre-school story time will take place on Friday, April 6 from 10:30-11:30 am.
 - Children's story time will be held on April 19 from 3:30-4:30 pm.
 - The Library will offer drop in craft and play time in the afternoons during April school vacation week.

PARKS AND RECREATION

- There are three more kids who have moved out of Ashland. That makes 6 in the last two months. The kids that are in our program are still there regularly. We still have an average of 18-20 kids per day. As soon as the weather gets better I am planning on having some “theme” days for the program. Tennis Tuesdays, kickball Thursdays etc., to see if we can get some older kids to come to the program.
- I still take a trip once a month to Manchester to pick up snacks from the Food Bank for our program.
- I have heard back from all the campers except for one. I have called, emailed and sent letters. I just sent a certified letter last week and have not heard anything from them yet. I will continue to call and wait to hear about the certified letter. All the other 22 sites are filled.
- I was not able to run a February vacation camp because we only had three kids sign up for the program. I will try again for April vacation.
- I am planning our second “Easter Egg Hunt” at the Booster Club. I would like to have it on March 31st. I have contacted the bunny and waiting to hear if that will work. I will put it in the paper and on the website as soon as the date and time are secured.

POLICE DEPARTMENT

The following is Police activity for the months of January and February:

- Dispatched Service Call: 480 (includes all calls communicated with dispatch)
 - Incidents: 105
 - Arrests: 14
 - Warrants: 7
 - Accidents: 6
 - Citation/warnings 96
 - Parking Tickets: 13
- The department continues on follow up with on-going cases as well.
- The Department filled the vacant Sergeant’s Position on February 12, 2018 and hired Derek P. Gray. Sgt. Gray comes from the Belmont Police Department with 12 years of law enforcement experience having stated his career with Marine Patrol. Mr. Gray has also worked for the Sanbornton and Laconia Police Departments.
- The Ashland Police Department will be participating in the National Drug Take Back again this year and unused, expired or unwanted controlled substances can be dropped off at the Ashland PD, located at 20 Highland Street on Saturday, April 28, 2018 from 10 am to 2 pm.
- Citizens are reminded that there is no parking on any street in Ashland, Mechanic Street parking lot and Town Hall parking lot from 1 am to 5 am until May first. Also parking at private businesses can only happen with permission and if done without permission the business owner is allowed to tow your vehicle at your expense.
- Please remember that car break-ins are crimes of opportunity and it is recommended that you lock your vehicles at all times.

FIRE DEPARTMENT

- During the month of February, the fire department responded to a total of 36 calls, (20 medical emergencies, 11 fire/rescue calls, 5 motor vehicle accident, and 0 service calls).
- Regular department training during February involved ice rescue operations. Deputy Bousquet completed ICS 400 training, and several of our personnel are beginning preparation for obtaining their CDL license. Truck checks were also completed, with all the information logged into the data base.
- Life Safety Code inspections continue for both assembly and rental occupancies. NFIRS reports for February were reviewed and sent to the State Fire Marshal's Office. Deputy Bousquet has completed quality assurance reviews of all TEMSIS reports for medical incidents.
- The cab and chassis for the new engine had been delivered to Toyne in Breda, Iowa.



DEPARTMENT OF PUBLIC WORKS

March 2018

NHDOT – TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT

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

Updates:

Previous: Surveyor for the projects scheduled to start February 7th

Current: Winter storms caused survey to be delayed. Once the survey's completed KVP will update us on the schedule and process moving forward.

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

Description: Replace water and sewer lines and road reconstruction

Updates:

Previous: Wait for the SB 2 vote

Current: Warrant article did not pass. A recount has been petitioned and scheduled for Thursday.

LW PACKARD MILL SITE

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

Updates:

Previous: Nobis completed the draft report of the Hazardous Building Materials Assessment and found nothing “surprising or unmanageable given the age and use of the structures.” Once comments/questions from stakeholders are received/answered, Nobis will release final report.

Current: Nobis Engineering and LRPC to meet with Ashland Economic Development Committee

TOWN BUILDINGS TELECOMMUNICATIONS

Description: Installation of fiber optic cable at Town Office building

Updates:

Previous: CCS completed the switch; town now runs off fiber optic cable.

Current: Spectrum to disconnect Internet service.

NH LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)

Description: Matching grant with LCHIP to provide a Historic Structure Report (HSR) on the Town Office building. HSR is a “road map for rehabilitating and reuse of the building, that provides a detailed and comprehensive analysis of the building and pays particular attention to its future reuse.”

Updates:

Previous: No updates

Current: Warrant article 19 passed granting approval to move forward with the LCHIP. Contacted LCHIP about approval, conference call with Architect about next steps.

GEOGRAPHIC INFORMATION SYSTEM (GIS) MAPPING

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

Updates:

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

Current: Warrant article passed. Scheduled meeting with CAI Tech for April and the next steps.

BUILDING PERMIT FEES

Description: Increase the current town building permit fees

Updates:

Previous: BOS placed on hold for future analysis

Current: Warrant article passed granting BOS authority to raise fees

TOWN PERSONNEL POLICY

Description: Review and update OF the town personnel policy

Updates:

Previous: TA, TC/TC, DPW Director and Police Chief had initial meeting for overview of current policy and suggested changes.

Current: No updates

TOWN OFFICE BUILDING MAINTENANCE

Description: Maintenance and repairs for the town office building

Updates:

Previous: had a walkthrough with vendor to replace the carpet in Town Office and tile at the Police Department. Also, walkthrough with mason to repair “old jail.” Repairs to possibly start in the spring. Scheduled meeting with Mango Security about installation of security cameras and next steps with fire alarm system.

Current: No updates

RIVER WALK MAINTENANCE

Description: Cleanup area along the river walk

Updates:

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

Current: No updates

TOWN OFFICE BUILDING FIRE ALARM

Description: Install fire alarm system at Town Office building

Updates:

Previous: Mango finished installing the first phase of the fire alarm system

Current: No updates

SPEED BUMP ON LEAVITT HILL ROAD

Description: Issue with having a speed bump on Leavitt Hill Road during the Parks & Rec summer months

Updates:

Previous: BOS voted to add the issue to the project list

Current: No updates

UTILITY PARTNERS

Description: Efficiency recommendations for town utility department.

Updates:

Previous: Tabled for further discussion by BOS

Current: No updates

GRANT OPPORTUNITIES

Description: Explore opportunities to underwrite grants

Updates:

Previous: TA to continue to work with LRPC and others on grant opportunities

Current: No updates

SOLAR ENERGY

Description: NOBIS and NH Solar Gardens should be contacted to do presentation. No net metering.

Updates: No updates

Previous: met with NOBIS and NH Solar Gardens for a presentation.

Current: No updates



Town of Ashland
New Hampshire 03217

TOWN OFFICE
OFFICE (603) 968-4432
FAX (603) 968-3776

March 7, 2018

Meredith Village Savings Bank
5 Riverside Dr.
Ashland, NH 03217

RE: Business Edition Visa credit card application

To; Meredith Village Savings Bank,

Please consider this memo as a notification for our Business Edition Visa credit card application, the Town of Ashland, New Hampshire, would prefer more than the two cards provided. Below is a list of the five cards we are requesting and how we prefer they are titled. Please note that we are also requesting that the maximum credit limit for each card be \$1,500 with no cash advances.

1. Town of Ashland – Town Office
2. Town of Ashland – Police Department
3. Town of Ashland – Parks & Recreation
4. Town of Ashland – Public Works
5. Town of Ashland – Fire Department

If your office requires any further information, please do not hesitate to contact me directly.

Sincerely,

Charles Smith, MPA
Town Administrator
on behalf of the Town of Ashland

The Town of Ashland prohibits discrimination on the basis of race, color, national origin, sex, sexual orientations, religion, age, disability, marital or family status.
The Town of Ashland is an equal opportunity employer.

Bank/Branch No. is a REQUIRED field

Graphics ID: 6 6 8 - 0 0 0 0

Employee No:

Town of Ashland, New Hampshire
Business Legal Name

Tax ID #

20 Highland St
Physical Business Address (other than P.O. Box)

Ashland
City

NH 03217
State Zip

P.O. Box 517

Ashland
City

NM State 03217 Zip

Mailing Address (if different than physical address)

(603) 968 - 4432

Town of Ashland

Business Telephone

Name of Company as you would like to see on the card (limit 22 characters and spaces)

Legal Structure

Line of Business

Number of Employees

☐ Corporation ☐ Sole Proprietorship☐ Professional ☐ Manufacturing ☐ Agriculture☐ 1-10 ☐ 100-499

☐ Partnership ☒ Other Municipal

☒ Service ☐ Retail ☐ Other _____

☒ 11 - 99 ☐ 500+Year Company
Started

E-mail Address: Include full e-mail address with punctuation (Example: jdoe@fnni.com)++

Financial Institution Name _____ \$ _____ , _____ () - _____
 Checking Balance _____ Financial Institution Contact _____ Contact's Phone Number _____

If you are requesting more than two cards, please attach a separate sheet of paper with the required information. You may authorize to use your account the person(s) identified as your "authorized user(s)." Each authorized user will be issued a card. The authorized user must affix his or her signature on the reverse side of the card. The persons you list below are designated as authorized users. Indicate how you want each card to read.

Social Security Number or Employee ID

Social Security Number or Employee ID

"Company" means the business identified above as We, "us", or "our" means First Bankcard, a division of First National Bank of Omaha. By signing below, the "Authorized Company Representative" is signing as an authorized representative on behalf of Company and on his/her own behalf, individually. In his/her capacity as an Authorized Company Representative, such person certifies that the information in this application is true and correct and that he/she has full power and authority to sign this application on behalf of Company. By signing below, Company and the Authorized Company Representative acknowledge and agree: (i) that any Business Edition[®] Visa Cards issued to Company and its employees have been issued in reliance upon this application; (ii) to comply with the cardmember agreement furnished in connection with such card(s); (iii) that we may obtain additional information from credit bureaus and other lawful sources, including persons and other companies named in this application, to verify the creditworthiness of Company and the undersigned; and (iv) that all charges to Company's account(s) shall be made solely for business or commercial purposes and not for personal, family or household purposes. Company and the Authorized Company Representative shall be jointly and severally liable for repayment of all amounts due on all of Company's accounts opened in response to this application or subsequently on behalf of Company.

Social Security Number

Home Address (other than P.O. Box)

State

Zip

Home Telephone

Authorized Company Representative Title

☐ Owner ☐ Partner ☐ President ☐ Vice President ☐ Treasurer ☐ Other _____

\$ _____,
Annual Personal Income**

Years In Current Position

X

Authorized Company Representative Signature - (Do Not Include Titles)

Date _____

++ If you provide us with an e-mail address we may use it to contact you about your account or send you information concerning other products or services.

****Alimony, child support or separate maintenance income need not to be revealed if you do not wish to have it considered as a basis for repaying this obligation.**

Fax to: First Bankcard – Commercial Card Underwriting
402-938-5329

IMPORTANT RATE, FEE AND OTHER COST INFORMATION (SUMMARY OF CREDIT TERMS)

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0.00% introductory APR for the first 6 billing cycles. After that, your APR will be 10.99% to 18.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0.00% introductory APR for the first 6 billing cycles. After that, your APR will be 10.99% to 18.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	26.24% . This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 20 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. ¹
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.75.

Fees	
Set-up and Maintenance Fees <ul style="list-style-type: none"> • Annual Fee • Monthly Fee 	None None
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Cash Equivalent • Foreign Transaction 	Introductory fee of either \$10 or 4% of the amount of each transfer, whichever is greater, for balance transfers made in the first 6 billing cycles. After that, either \$10 or 5% of the amount of each transfer, whichever is greater. Either \$15 or 5% of the amount of each cash advance, whichever is greater Either \$15 or 5% of the amount of each cash equivalent transaction, whichever is greater 3% of each transaction in U.S. dollars
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Over-the-Credit-Limit • Returned Payment (Payment Dishonored) 	\$35 if New Balance is less than \$500 \$39 if New Balance is equal to or greater than \$500 \$39 \$35

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)".

Index And When It Is Determined: The Index used to determine your variable APRs is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* during the 90 days immediately preceding the last day of each calendar month (the determination date). The above APRs are based on an Index (Prime Rate) of 4.25% as of the 10/31/2017 determination date. If the Prime Rate is higher or lower on a later determination date, the above APRs may increase or decrease accordingly.

When you become a cardmember, the Index will be effective for the entire billing cycle that ends in the second month after the determination date. For example, if your billing cycle ends in July, we will use the Index determined on the May determination date.

APR for Purchases and Balance Transfers: To determine the APR for purchases and balance transfers, we add a margin of 6.74% to 14.74% to the Index (Prime Rate).

APR for Cash Advances: To determine the APR for cash advances, we add a margin of 21.99% to the Index (Prime Rate).

¹ We will begin charging interest on cash advances and balance transfers on the transaction date.

Please Note: Your account generally will have monthly billing cycles, except that your first billing cycle may be more or less than one month. All credit terms, including minimum finance charges, will apply in each billing cycle including the first billing cycle.

You understand that the terms of your account, including APRs, are subject to change. **IMPORTANT NOTICE REGARDING CHANGES IN TERMS. We reserve the right to unilaterally change the rates, fees, costs, and other terms at any time for any reason, subject to applicable law.**

Payments on your account may be applied in the order we select, subject to applicable law. Any amounts paid in excess of the required minimum payment will be applied first to your balances with the highest Annual Percentage Rate and then to your other balances in descending order based on their applicable Annual Percentage Rates.

BALANCE TRANSFERS: You authorize us to make one or more of the balance transfers that you have requested. All balance transfer requests are subject to our approval; we are not liable if we do not make a requested balance transfer. We reserve the right to make balance transfers in the order we select and to limit the amount of the balance transfers that we make (this amount may be less than your total credit limit). If you request an amount that we do not approve, we may process a partial transfer for less than you requested or we may decline the entire request. In addition, transfer requests that are incomplete, illegible or requested to cash, to yourself or to another account with us or one of our affiliates need not be processed. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You should continue to monitor the other accounts that you request to transfer balances from and you should continue to pay the minimum payments due on those accounts until you receive statements from those creditors showing that the balances due them have been paid in full. This may not happen until after the balance transfer appears on your billing statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed following a balance transfer, you are responsible for doing so. Balance transfers are subject to applicable fees and finance charges and do not have the benefit of a grace period.

CREDIT REPORTS: By applying for this account you agree that First Bankcard® (a division of First National Bank of Omaha) may obtain credit reports for purposes of processing your application and for later purposes related to your account such as reviewing, updating and renewing it, increasing the credit line and collecting. If you request, you will be informed of whether or not a credit report was requested and of the name and address of the credit reporting agency that furnished the report. You also authorize First Bankcard® (a division of First National Bank of Omaha) to verify your employment, income and other relevant information.

NOTICE TO CARDMEMBERS AND AUTHORIZED USERS: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

MINIMUM PAYMENT: You may pay all or a part of the balance on your account at any time. However, you must pay at least the minimum payment by the due date shown on your billing statement. The minimum payment will be indicated on your billing statement. If your New Balance is less than \$35, the minimum payment will be equal to your New Balance. If your New Balance is \$35 or greater, the minimum payment will be the greater of (a) 2% of the New Balance or \$35, whichever is larger; or (b) the current cycle fees and finance charges plus 1% of the New Balance (excluding current cycle fees and finance charges). Your minimum payment will also include any amount (i) past due and (ii) necessary to reduce your balance to your credit limit. Calculations will exclude disputed amounts.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person (including business entities) who opens an account.

What this means for you: When you open an account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask for other identifying documents. We will let you know if additional information is required.

Married applicants may apply for separate Accounts in their own names.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE TO MARRIED WISCONSIN APPLICANTS: No provision of any marital property agreement, unilateral statement or court decree adversely affects our interests and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement, statement, or decree, or have actual knowledge of the adverse provision. **Married Wisconsin residents applying for credit separately must furnish name and address of their spouse to First Bankcard® (a division of First National Bank of Omaha) at P.O. Box 3696, Omaha, NE 68172-9936.**

CALIFORNIA RESIDENTS: The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

NEW YORK RESIDENTS may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697.

ARBITRATION NOTICE: You understand that any Cardmember Agreement you receive will contain an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate in court or in arbitration as a representative or member of a class action. You may request arbitration rules and forms through either or both of the following arbitration administrators: American Arbitration Association, 1-800-778-7879; and National Arbitration Forum, 1-800-474-2371. Please review the Cardmember Agreement and its arbitration provision carefully before you use or allow someone else to use an account.

Cards are issued by First Bankcard® (a division of First National Bank of Omaha).

**ADDENDUM
TO
BUSINESS EDITION® VISA® CARD APPLICATION**

This Addendum (this "Addendum") is made with reference to that certain Business Edition® Visa® Card application submitted by _____ ("Company") and dated as of _____ (the "Application"). Capitalized terms appearing but not defined in this Addendum have the meanings assigned to them in the Application. In the event of conflict between the Application and this Addendum, this Addendum shall control. All terms and conditions of the Application shall remain in full force and effect except as expressly amended herein, and any separate terms and conditions supplied to Company, whether previously or in the future, and relating to the Business Edition® Visa® Card, shall remain in full force and effect. In consideration of the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Application as follows:

1. The last sentence of the section entitled, "Authorized Company Representative Information," starting with the phrase, "company and the Authorized Company Representative shall be jointly and severally liable..." shall be deleted in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Application as of the ____ day of _____, 20____.

COMPANY

AUTHORIZED COMPANY REPRESENTATIVE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____



Town of Ashland Board of Selectmen Agenda Report

Date: 3/12/2018

To: Board of Selectmen

From: Town Administrator

Subject: Service Contract with Emery & Garret Groundwater Investigations (EGGI) LLC

Recommended motion:

To approve the service contract with Emery & Garret Groundwater Investigations, LLC to conduct groundwater sampling at 2 Collin St. and send prepared reports to NHDES.

Background:

In years past the town had underground gas tanks at the utility building. The tanks have been removed, but the site requires testing for contamination.

Issue:

Presently, the site has monitoring wells for any contamination. This contract samples the compounds and sends the results to NHDES. There is not cost to the town to conduct this work, EGGI applies for reimbursement from the NH Petroleum Reimbursement Fund. NHDES has requested the testing be completed.

Fiscal Impact:

None

Emery & Garrett Groundwater Investigations, LLC

***56 Main Street • P.O. Box 1578
Meredith, New Hampshire 03253
(603) 279-4425 / FAX (603) 279-8717***

SERVICE CONTRACT

The undersigned hereby authorizes Emery & Garrett Groundwater Investigations, LLC, (EGGI) to conduct the work described herein, and agrees to reimburse EGGI for such services in accordance with the terms and conditions described herein.

CLIENT INFORMATION

Name Town of Ashland
Address PO Box 517
Ashland, NH 03217

Contact Charlie Smith, Town Administrator
Phone 603-968-4432

NHDES Site# 199910001

DESCRIPTION OF WORK TO BE PERFORMED – Proposal No. 2192

Groundwater sampling and preparation of reports regarding groundwater contamination at the Ashland Electric site, 2 Collins Street, Ashland, NH. EGGI will sample 5 site monitoring wells in April and October of each year and will ship/deliver samples to a laboratory for analysis of volatile organic compounds. Results will be submitted to NHDES no more than 45 days after each sampling. The work has been ordered by NHDES under the site's Groundwater Management Permit dated December, 2017. Summary reports will be prepared and submitted to the NHDES in December 2019 and December 2021. EGGI will submit an application to renew the Groundwater Management Permit prior to December 21, 2022.

BUDGET AND CONTRACT TERMS

The total budget that is reimbursable from NHDES for this contract is payable following the terms and prices listed in Work Scope Authorization approved by NHDES as the project progresses. One revision of prices is allowed by NHDES within the 5-year period of this contract. The fee will be invoiced upon completion of each sampling round or annual report. EGGI agrees to waive all claims against the owner for payment of services performed within the limits of a corrective action contract.

EGGI is assuming responsibility for preparation of fund reimbursement paperwork, and for following up with any questions that NHDES may have.

Date Work May Begin: April 2018

Estimated Completion Time: December 31, 2022

AUTHORIZED CLIENT SIGNATURE

***EMERY & GARRETT GROUNDWATER
INVESTIGATIONS, LLC***

(signature)

(date)

(signature)



2/20/18

(name and title -- print or type)

James M. Emery, President/CEO