

**TOWN OF ASHLAND  
BOARD OF SELECTMEN  
REGULAR MEETING  
TUESDAY, SEPTEMBER 4<sup>TH</sup> at 6:30 PM  
ASHLAND ELEMENTARY SCHOOL CAFETERIA**

- I. NONPUBLIC SESSION – pursuant to RSA 91-A:3, II (b)**
- II. PLEDGE OF ALLEGIANCE**
- III. CALL TO ORDER**
- IV. PUBLIC COMMENT (Agenda items only)**
- V. APPROVAL OF MINUTES**
  - a. BOS meeting(s); 8/20/2018
- VI. CONSENT AGENDA**
  - a. Weeks of:
    - i. 8/20/18 – Payroll: \$17,152 A/P: \$214,045
    - ii. 8/27/18 – Payroll: \$18,369 NHRS: \$19,517
- VII. NEW BUSINESS**
  - a. Ashland 4<sup>th</sup> of July Committee and 150<sup>th</sup> Committee updates
  - b. Ashland Heritage Commission; cleanup of “Old Jail” and Community Church BBQ on September 22<sup>nd</sup> at 10 A.M.
- VIII. OLD BUSINESS**
- IX. DEPARTMENT HEAD(S)**
  - a. Town Administrator
    - i. Ambulance Service Contract with Town of Plymouth
    - ii. John Deere; Lease Purchase Agreement (2018 warrant article #11)
    - iii. Veteran Tax Credit application
    - iv. PBTV recording Budget Committee meetings
- X. SELECTBOARD ITEMS**
  - a. Fixing Town Clock
  - b. BOS tour of Ashland Properties/L.W. Packard building
- XI. PUBLIC COMMENT (Agenda items only)**
- XII. BOS SIGNATURES**
- XIII. ADJOURN**

**Posted on 8/31/2018 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                                   **MONDAY, AUGUST 20, 2018**  
4                                   **ASHLAND FIRE STATION**  
5   **6:30 PM**  
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8

9   **PLEDGE OF ALLEGIANCE**

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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   Selectmen Leigh Sharps, Kathleen DeWolfe, Casey Barney and Vice Chairman Harold Lamos,  
15   present. Others present: Town Administrator Charles Smith and Administrative Assistant Wendy  
16   Smith.  
17

18  
19   **PUBLIC COMMENTS (Agenda items only)**

20   Roberta Hoerter inquired about the NHNY and EFAR tax abatement agreement. She asked for the  
21   amount to be abated and whether it included interest or not. Town Clerk, Patricia Tucker responded  
22   she would address that when she is explaining the agreement to the Board during the Department  
23   Head(s) portion of the meeting.  
24

25  
26   **APPROVAL OF MINUTES**

27   August 6, 2018-Pg. 3, line 11 add "Selectman Lamos, Budget Committee Liaison, said he would bring  
28   legal line information to the Board Committee."; line 12 replace "run, to just please ask him." with  
29   "governed, to please don't hesitate to ask him or any Department Head."  
30

31  
32   **MOTION:** By Selectman Sharps

33   *Approve 8/6/18 Board of Selectmen meeting minutes as amended.*

34   **SECOND:** By Vice Chair Lamos

35   **VOTE:** 5-0 (All in favor)

36   **MOTION PASSED**  
37

38  
39   **CONSENT AGENDA**

40   Signed by Selectmen:

- 41       a. Payroll and Account Payables Manifests from 8/6/18 and Payroll from 8/13/18.  
42       b. Memo to Trustee of Trust Funds regarding Ashland Library key.  
43       c. Personnel Action Form for Parks and Recreation employee title change.  
44  
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46

1 **DEPARTMENT HEADS**

2 **Town Clerk/Tax Collector:**

3 NHNY and EFAR Tax Abatement Agreement-Tax Collector, Patricia Tucker distributed a summary  
4 of the abatement process and a copy of NH RSA 76:13 "Apportionment, Assessment and Abatement  
5 of Taxes" to the Board of Selectmen. She clarified that an abatement is a reduction in a property tax  
6 bill which has not been paid by the taxpayer and an abatement refund is a reduction in the tax  
7 obligation of a taxpayer who has already paid their tax bill. She recommended approving the  
8 agreement negotiated by CNP Appraisal, the Town's Assessors.

9  
10 **MOTION:** By Selectman Sharps

11 *To approve the 2016 proposed abatement of \$20,502.48 with the interest to be waived and 2017*  
12 *abatement of \$20,948.37 which would be credited towards the taxes owed for NHNY.*

13 **SECOND:** Selectman DeWolfe

14  
15 The motion was opened for discussion. Roberta Hoerter asked why the Selectmen are considering the  
16 abatement and if the NH DRA has any opinion on this agreement. Chair Newton explained that the  
17 Selectmen rely on the Town Assessors opinion and it is a town, not a state issue. It was brought up that  
18 any business is welcome to apply for a tax abatement. Further discussion followed involving the option  
19 of denying the abatement request in which case the matter would go to court and the Town was advised  
20 against this by our assessors. Roberta Hoerter strongly objected as a taxpayer and business owner.  
21 Sherrie Downing also objected and was reminded by the Board that she could apply for tax abatement  
22 if she felt her property was not being assessed fairly. It was emphasized that the abatement process  
23 equalizes property values according to the market and that it is the assessors not the Board of Selectmen  
24 who calculate and recommend abatements.

25  
26 **VOTE:** 4-0-1 (Newton, Sharps, DeWolfe, Barney-yes; Lamos-abstained)

27 **MOTION PASSED**

28  
29 **MOTION:** By Selectman Sharps

30 *To approve the 2016 proposed abatement of \$36,301.55 with the interest to be waived and 2017*  
31 *abatement of \$37,091.04 which would be credited towards the taxes owed for EFAR.*

32 **SECOND:** Selectman Barney

33 **VOTE:** 4-0-1 (Newton, Sharps, DeWolfe, Barney-yes; Lamos-abstained)

34 **MOTION PASSED**

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37 **Department of Public Works:**

38 **Truck and loader sealed bids-**The bid results for the DPW pickup trucks and old loader were  
39 announced and voted approved.

40  
41 **MOTION:** By Selectman Sharps

42 *To approve the bid amount of \$600 for the 1986 Chevy pickup truck to Jarrett Downing.*

43 **SECOND:** Vice Chair Lamos

44 **VOTE:** 5-0 (All in favor)

45 **MOTION PASSED**

46

1 **MOTION:** By Selectman Sharps  
2 *To approve the bid amount of \$280 for the 1985 Chevy pickup truck to Russell Drew, Jr.*

3 **SECOND:** Vice Chair Lamos

4 **VOTE:** 5-0 (All in favor)

5 **MOTION PASSED**

6  
7 **MOTION:** By Selectman DeWolfe

8 *To approve the bid amount of \$12,000 for the 1981 International loader to Peter Graves.*

9 **SECOND:** Vice Chair Lamos

10 **VOTE:** 5-0 (All in favor)

11 **MOTION PASSED**

12  
13 **MOTION:** By Selectman Sharps

14 *To allow TA Smith to sign the Bills of Sale for the 1985 and 1986 Chevy pickups and the 1981 International loader.*

15 **SECOND:** Vice Chair Lamos

16 **VOTE:** 5-0 (All in favor)

17 **MOTION PASSED**

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19  
20 **Paving of Collins Street and Depot Street sidewalk-**DPW Director Moore went over the need to  
21 pave Collins Street and the Depot Street sidewalk. Collins Street receives a lot of wear from the high  
22 volume of traffic to the transfer station and the constant flow of sewage trucks. Director Moore  
23 recommended reclaiming the lower half of the road and shimming and putting an overlay on the rest  
24 of the road as it probably still has its original pavement. The DPW has received a quote from GMI  
25 which includes repairing the paved apron at the Public Works garage as well as paving the sidewalks  
26 on Depot Street. Discussion ensued on the project which involved the Water and Sewer Departments  
27 input. Vice Chair Lamos will supply information to DPW Director Moore regarding federal rebates  
28 for experimental paving.

29  
30 **MOTION:** By Selectman DeWolfe

31 *To approve the paving estimate from GMI in the amount of \$101,192.60 for paving Collins Street*  
32 *and the Depot Street sidewalk and to have the expenditure come from the CRF Agents Street*  
33 *Improvements (01-4950-10-730).*

34 **SECOND:** Selectman Sharps

35 **VOTE:** 5-0 (All in favor)

36 **MOTION PASSED**

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39 **NEW BUSINESS**

40 **Water and Sewer Department-State Revolving Fund:** The Water and Sewer Department received  
41 approval of the State Revolving Fund (SRF) for the septic receiving station. Water and Sewer  
42 Commissioner, David Toth clarified that the town voted on the Warrant Article for the station. He  
43 reiterated that the Water and Sewer Department operates on customer rates and septage revenue and  
44 therefore does not have any impact on taxes.

1 **Route 3 Drainage Problem on Little Squam Lake:** Woody Thompson, resident of property on Rt.  
2 3 in Ashland spoke on a drainage issue at his property. Selectman Sharps recused herself as she is an  
3 abutter to Mr. Thompson's property. Storm water drainage comes off of Rt. 3, especially during  
4 heavy rains, and discharges into Mr. Thompson's back yard. The culvert becomes clogged and storm  
5 water enters the lake. Chair Newton asked for input from Craig Moore and David Toth, who are  
6 members of the LRPC Transportation Advisory Committee. Mr. Toth suggested having the DOT  
7 look at the situation. Board members as well as Craig Moore recommended contacting DES, as this is  
8 a shoreline issue. It was agreed a coordinated approach would help to rectify this situation.  
9

## 10 11 **OLD BUSINESS**

12 **Town Administrator Updates:** TA Smith reported on information from the following departments:  
13 Ashland Public Library, Fire Department, Police Department, Town Clerk/Tax Collector, and Parks  
14 and Recreation. Selectman DeWolfe would like a report from the Building Inspector in the near future.  
15

### 16 **Project List:**

17 **NHDOT-Transportation Alternative Program (TAP) Grant:** TA Smith and DPW Director Moore  
18 attended a meeting with NH DOT and KV Partners about the projected construction costs. They  
19 were able to lower the cost estimates through these discussions.

20 **Thompson Street/High Street/Smith Hill Road Reconstruction; Water and Sewer Replacement:**  
21 Town pre-application for SRF was accepted for placement on the Clean Water State Revolving  
22 Fund list and the project qualifies for principal loan forgiveness. A decision is expected in the fall  
23 for the application for grant funding with the DWGTF Advisory Commission.

24 **LW Packard Mill Site Brownfields project:** Board of Selectmen are working on scheduling a  
25 walk-through of the property.

26 **NH Land & Community Heritage Investment Program (LCHIP):** No updates.

27 **Town Parcel Audit-Geographic Information System (GIS) Mapping:** The Town Clerk continues to pull  
28 property maps. The project will be starting in December 2018.

29 **Town Office Building Maintenance:** No updates.

30 **Town Personnel Policy:** On hold.

31 **Whipple House:** Selectman DeWolfe would like to have a meeting set up with the Historical Society  
32 to discuss the lease which will automatically renew in December.

33 **Building Permit Fees:** The Board of Selectmen would like to receive information on the  
34 recommended fee changes before having a public hearing on the subject.

35 **TAP Grant-Sidewalks Project:** The letter of intent was accepted. TA Smith attended TAP grant  
36 application training. Deadline for application to the DOT is 9/7/18 at 4:00 PM. TA Smith explained  
37 that the minimum project amount is \$400,000 and that the DOT prefers infrastructure expansion  
38 projects. Therefore extending the project down Winter Street before the bridge would be beneficial.

39 **Town of Ashland Appreciation Day:** The Board of Selectmen received a memo from the Heritage  
40 Commission with a variety of suggestions for the day. Selectman DeWolfe will be meeting with  
41 DPW Director Moore on 8/21/18 to discuss organizing the "Old Jail".

42 **Solar Energy:** Selectman Sharps has contacted multiple solar companies and is planning on having  
43 them present at a Selectboard meeting in October or November.  
44

1 **Letter of Appreciation:** TA Smith read a letter from Steve and Leigh Sharps thanking the Ashland  
2 Electric Department, Department of Public Works, Police Department and Fire Department for their  
3 quick response and hard work expended when some large limbs fell across wires and snapped the poles  
4 and transformer in the front yard of the Sharps' property on Rte. 3.

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7 **SELECTBOARD ITEMS**

8 **Citizen Inquiry Form:** Chair Newton recommended tabling the discussion of the Citizen Inquiry form  
9 until the current 91A issue is resolved. Selectman Sharps withdrew her sample form. Any inquiries  
10 can be directed to the TA's attention. The legal expense line for the year has been exceeded by \$652 as  
11 of date.

12  
13  
14 **LIAISON REPORTS**

- 15 • Selectman DeWolfe stated that due to the 91A issue she will no longer be doing liaison  
16 reports at the Selectboard meetings. Interested residents can read the minutes of the  
17 various boards and committees online. She will be attending meetings as a resident only.
- 18 • Selectman Sharps made corrections to her previous report on the 150<sup>th</sup> Celebration. She  
19 also presented David Ruell with an antique thermometer and said she received a nice thank  
20 you letter from the Heritage Commission for the antique commemorative button she had  
21 given them previously. She added that the Heritage Commission are always accepting of  
22 historical donations.
- 23 • Selectman DeWolfe attended the Hazard Mitigation Meeting and said that the more  
24 people that attend these meetings, the better. Their next meeting is Thursday, 9/6/18 at  
25 9:00 AM at the Fire Station.

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27  
28 **SIGNATURE FILE**

- 29 • Memo to Trustee of Trust Funds  
30 CRF reimbursement – TAP grant
- 31 • Personnel Action Form  
32 TA salary increase per contract.

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34  
35 **PUBLIC COMMENT (Agenda items only)**

36 None

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38 There being no other business, Selectman DeWolfe made **Motion to go into Non-Public Pursuant to RSA**  
39 **91-A:3, II (a) at 7:53 PM.** Selectman Sharps seconded. **Roll Call Vote:** Barney, yes, Newton, yes, Lamos,  
40 yes; Sharps, yes, DeWolfe, yes. Selectman DeWolfe made **Motion to leave nonpublic session at 8:08 PM.**  
41 Selectman Barney seconded. Police Sgt. Gray off of six month new hire probation. 40 hours sick time given per  
42 personnel policy and one week vacation time approved by selectmen.

43  
44 Respectfully submitted,  
45 Wendy Smith  
46 August 21, 2018



## Town of Ashland Board of Selectmen Agenda Report

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**Date:** August 30, 2018

**To:** Board of Selectmen

**From:** Town Administrator

**Subject:** Ambulance Service Contract

**Recommended motion:**

*To approve the ambulance service contract with the Town of Plymouth, New Hampshire.*

**Background:**

For a period of time, the Town of Plymouth has provided ambulance service for the Town of Ashland.

**Issue:**

Previous contract with Town of Plymouth had expired.

**Fiscal Impact:**

Quarterly payments with a first-year total annual fee of \$48,801.16. After first year of the contract, total annual fee increases are based on the Consumer Price Index (CPI) percentage increase.

Fee is budgeted annually under line item: 01-4215-10-390

## AMBULANCE SERVICE CONTRACT

This Agreement is made between the Town of Plymouth, a municipal corporation organized and existing under the laws of the State of New Hampshire with an address of 6 Post Office Square, Plymouth, New Hampshire 03264 (“**Plymouth**”), and the Town of Ashland, a municipal corporation organized and existing under the laws of the State of New Hampshire with an address of, 20 Highland Street, Ashland, NH 03217 (“**Ashland**”). This Agreement is entered into by the parties under the authority of RSA 53-A:3.

**WHEREAS**, Ashland agrees to contract with Plymouth for the provision of ambulance services to its residents as described herein;

**WHEREAS**, Plymouth agrees to provide ambulance services to the residents of Ashland in addition to other communities upon terms that are mutually beneficial to the parties; and

**WHEREAS**, Ashland and Plymouth believe that the health, safety, and welfare of the residents of the respective Towns will be most efficiently served by Plymouth providing ambulance services.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Ambulance Services.** On the terms and subject to the warranties and conditions of this Agreement, Plymouth hereby agrees to provide staffed, transport capable ambulance services (the “**Ambulance Services**”) to Ashland, and Ashland agrees to compensate Plymouth for the provision of such services. The Plymouth Fire Department shall be the coordinating agency for Plymouth in all matters concerning this Agreement, and the Ashland Board of Selectmen shall be the coordinating agency for Ashland in all matters concerning this Agreement.



**2. Provider Qualifications; Availability.** Plymouth's ambulance service is operated under the direction of the Plymouth Fire Department. Plymouth warrants that its emergency response staff has sufficient education, training, skills, knowledge, ability, and/or experience to competently provide the Ambulance Services to Ashland, including being certified by the State of New Hampshire to provide emergency medical assistance. Plymouth further warrants that said emergency response staff otherwise satisfies all statutory and regulatory requirements that are necessary to provide the Ambulances Services to Ashland, including being duly licensed by the State of New Hampshire, the Department of Safety and the Bureau of Emergency Medical Services. Plymouth further warrants that all required licenses shall be maintained in good standing during the term of this Agreement. Subject to Paragraph 7 below, Plymouth shall provide a minimum of two (2) qualified personnel, twenty-four (24) hours per day, seven (7) days per week, and shall respond to calls, including emergency calls, as and when available.

**3. Emergency Calls.** Ashland hereby grants to Plymouth the right to provide primary emergency medical care and transportation within the Town of Ashland, unless otherwise stated herein. Plymouth shall provide Ambulance Services, as available, when the following categories of calls are dispatched to the Ashland Fire Department: medical emergencies, motor vehicle accidents, and rescue calls. The foregoing shall not be interpreted as a limitation on the types of emergencies for which Plymouth will be providing Ambulance Services.

**4. Duration of Agreement.** This Agreement shall commence on July 1, 2018, and shall terminate at midnight on June 30, 2021. This Agreement shall be automatically renewed each year on comparable terms and with appropriate changes in compensation, unless either party gives the other at least ninety (90) days' advance written notice of its intention not to renew this Agreement. Plymouth shall provide formulas, including actual expenses and revenues, proposed rates and language changes 120 days prior to the contract expiration. These rates are subject to

change upon the non-renewal of a contract community. The obligations of the parties under this Agreement shall be contingent upon approval of necessary appropriations by the respective parties' annual town meetings.

**5. Compensation.** For the Ambulance Services rendered by Plymouth under this Agreement, Ashland shall pay Plymouth a total annual fee of \$48,801.16, in four equal installments payable by January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>, of each year of this agreement. After the first year of the contract, the total annual fee shall be increased by the percentage increase of the Consumer Price Index (“CPI”) for the calendar year just completed. The CPI shall mean the Consumer Price Index, CPI-U Boston, as published by the U.S. Department of Labor or any successor index, as of December 31<sup>st</sup> for the calendar year immediately prior to the contract year just completed.

**6. Patient Billing.** For the Ambulance Services provided under this Agreement, Plymouth or its agent shall be permitted, without further need for authorization, to bill patients treated and/or transported under the provisions of this Agreement, including third party billing to Medicare, Medicaid and all other insurance providers for the purpose of collecting fees for Ambulance Services calls originating within the Town of Ashland limits.

**7. Advisory Committee.** Pursuant to the terms of this Agreement, the Town of Plymouth shall create an Advisory Committee that shall be comprised of the communities that contract for ambulance services with the Town of Plymouth, including the Town of Ashland and the Town of Plymouth. Plymouth and each such community shall have one representative on the Committee. Should this Agreement terminate for whatever reason, the Town of Ashland's position on such Advisory Committee shall terminate. The Advisory Committee shall have no binding authority upon the Fire Department of the Town of Plymouth but shall be advisory only. The Advisory Committee may, upon consensus among its members, advise the Plymouth Fire Department on the rates to be set for the public in use of said ambulance services, advise the Plymouth Fire Department on the level of services provided, advise the Plymouth Fire

Department on the "Write Off" policy. The Advisory Committee shall serve no other function. The advisory committee shall meet quarterly, if requested, on the second Wednesday of the first month of each quarter otherwise quarterly reports will be distributed electronically.

**8. Hold Harmless, Indemnity & Insurance.** The parties agree to indemnify, and hold harmless each other, including the parties' respective successors in interest, the principals, agents and assigns, as well as their employees, boards and agencies from and against all awards, judgments or other assessments for liability, loss, damages, costs and expenses, or other remedies that arise, to the extent that such claim or demand is the result of the acts or omissions of the indemnifying party's principals, agents, assigns, employees, boards and agencies. Notwithstanding, the parties acknowledge that the ambulance service, including on-duty personnel, shall be provided as and when available. Plymouth does not warrant response times or availability of ambulance service, including on-duty personnel.

During the term of this Agreement, each party shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) as the single limit for each occurrence of bodily injury, personal injury and property damage, with a Two Million Dollars (\$2,000,000) umbrella policy. The policies shall be written on an occurrence made basis and name the other town as an additional insured and contain cross-liability wording. Certificates of insurance shall be obtained by each Town and shall be provided to the other town. Each party shall immediately advise the other of any claim or litigation that may result in liability.

**9. Benefit of Agreement.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their respective successors and assigns. No other person or entity shall be entitled to claim any right or benefit hereunder, including, without

limitation, the status of a third party beneficiary of this Agreement. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any right of subrogation or action over or against any of the parties hereto. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

**10. Transfer.** Neither this Agreement nor any right or obligation under it may be sold, transfer, assigned, delegated or subcontracted by either party without the advance written consent of the other party.

**11 Entire Agreement; Modifications.** This Agreement constitutes the entire agreement and understanding between the parties, and shall not be modified, unless such modification is in writing and signed by the parties. This Agreement supersedes all prior understandings between the parties, whether or not such understandings are in writing.

**12. Waiver.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person or party against whom charged.

**13. Applicable Law.** This Agreement shall be subject to and governed by the laws of the State of New Hampshire and any applicable federal laws.

**14. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.





**Town of Ashland  
Board of Selectmen  
Agenda Report  
August 30, 2018**

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**To:** Board of Selectmen

**From:** DPW Director Craig Moore

**Subject:** Lease purchase agreement with John Deere

**Recommended motion:** *“To approve the lease purchase agreement with John Deere for the purchase of a new loader truck, and to authorize DPW Director Moore to sign the agreement on behalf of the town.”*

**Discussion:** this agreement to purchase a new loader was approved by warrant article this year (2018 article #11). Per the warrant article the agreement is for five years, first payment scheduled to be made in September, with yearly payments until 2022. The request to have the Director sign the agreement is a formality, as the paperwork was received with Craig’s name.

**Fiscal Impact:** future lease payments to be requested by warrant article.



**LEASE PURCHASE AGREEMENT**

<u>LESSEE'S NAME AND PHYSICAL ADDRESS</u>			
TOWN OF ASHLAND 20 HIGHLAND ST ASHLAND, NH 03217-4338	LESSEE'S TAX ID NUMBER **-***0041	LESSEE'S PHONE NO. 603-968-4432	TYPE OF BUSINESS Municipality
LESSEE RESIDES IN (County/State) GRAFTON, NH		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER CRAIG P MOORE - PUBLIC WORKS DIRECTOR			

<u>LESSOR'S NAME AND ADDRESS</u>		PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2945		800-828-8297

This Lease Purchase Agreement, ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

<u>EQUIPMENT LEASED</u>					
Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2018	John Deere	544K 4WD Loader	ASHLAND, NH	GRAFTON	No
ADDITIONAL DETAILS					
Product ID		Engine Hour Meter	Asset Level Payment*	Selling Price	
1DW544KZCJF685633		3	Variable	\$163,058.00	
Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2018	Craig	301FM Snow Wing	ASHLAND, NH	GRAFTON	No
ADDITIONAL DETAILS					
Product ID		Engine Hour Meter	Asset Level Payment*	Selling Price	
T180701031		0	Variable	\$20,109.00	
Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2018	Craig	4900 9 x 36 Reversible Plow	ASHLAND, NH	GRAFTON	No
ADDITIONAL DETAILS					
Product ID		Engine Hour Meter	Asset Level Payment*	Selling Price	
C008821		0	Variable	\$9,931.00	
*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.					

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

DOC7001	Settlement Nbr: 12677141	Equipment Type: Construction & Forestry Commercial	Application ID: 12677141	Version Number: 9	08/23/2018 09:34 AM	Page 1 of 5
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LEASE PAYMENTS				
LEASE TERM START DATE: September 4, 2018 LEASE TERM END DATE: September 4, 2023				
<i>The first Lease Payment Due Date is September 4, 2018 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below</i>				
NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
1	\$94,240.00	\$0.00	\$94,240.00	September 04, 2018
1	\$27,141.93	\$0.00	\$27,141.93	September 04, 2019
1	\$27,141.93	\$0.00	\$27,141.93	September 04, 2020
1	\$27,141.93	\$0.00	\$27,141.93	September 04, 2021
1	\$27,141.93	\$0.00	\$27,141.93	September 04, 2022

### Amortization Schedule

Nominal Annual Rate		3.75%			
Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	September 4, 2018	\$94,240.00	\$0.00	\$94,240.00	\$98,954.00
2	September 4, 2019	\$27,141.93	\$3,775.22	\$23,366.71	\$75,587.29
3	September 4, 2020	\$27,141.93	\$2,883.76	\$24,258.17	\$51,329.12
4	September 4, 2021	\$27,141.93	\$1,958.27	\$25,183.66	\$26,145.46
5	September 4, 2022	\$27,141.93	\$997.48	\$26,144.45	\$1.01

### TERMS AND CONDITIONS

- Lease Term: Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.
- Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
- Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.
- Ownership: Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

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DOC7001

Settlement Nbr: 12677141

Equipment Type: Construction & Forestry Commercial

Application ID: 12677141

Version Number: 9

08/23/2018 09:34 AM

Page 2 of 5

Revision Date: 15 January 2017





5. **Equipment Maintenance, Operation and Use.** You agree to (a) not permanently move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Return of Equipment.** If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

10. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorney's fees and court costs; (h) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorney's fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

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DOC7001

Settlement Nbr: 12677141

Equipment Type: Construction & Forestry Commercial

Application ID: 12677141

Version Number: 9

08/23/2018 09:34 AM

Page 3 of 5

Revision Date: 15 January 2017



13. **Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price. "Time Price" shall be equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You represent and warrant to us, as of the date you signed this Schedule, that (a) the Equipment was selected by you; (b) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (c) the safe operation and the proper servicing of the Equipment were explained to you; (d) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (e) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (f) the Equipment is in good condition and repair (operating and otherwise); (g) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 522 of Article 2A of the Uniform Commercial Code.

15. **Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

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THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.**

TOWN OF ASHLAND

By: \_\_\_\_\_  
(Date Signed) CRAIG P MOORE, PUBLIC WORKS DIRECTOR

Accepted By: **Deere Credit, Inc. (Lessor)**  
6400 NW 86th Street, Johnston, IA 50131-6600

By: \_\_\_\_\_  
(Date Agreement Signed) (Authorized Signature)

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DOC7001

Settlement Nbr: 12677141

Equipment Type: Construction & Forestry Commercial

Application ID: 12677141

Version Number: 9

08/23/2018 09:34 AM

Page 5 of 5

Revision Date: 15 January 2017

