

**ASHLAND BOARD OF SELECTMEN
WORK SESSION
MONDAY, APRIL 15, 2019 at 6:30 p.m.
ASHLAND ELEMENTARY SCHOOL LIBRARY**

- I. PLEDGE OF ALLEGIANCE**
- II. CALL TO ORDER**
- III. PUBLIC HEARING** – Building permit fees
- IV. APPROVAL OF MINUTES**
 - a. BOS meeting(s): April 1, 2019; April 4, 2019,
- V. NEW BUSINESS**
 - a. Community Garden; use of town property
 - b. NHDES Designation of Authorities for CWSRF loan – headworks/septage receiving
 - c. Town Manager job description
- VI. OLD BUSINESS**
 - a. Town Manager updates
 - b. Board of Selectmen project list
 - c. Utility Partners contract with Ashland Water & Sewer
- VII. SELECTBOARD ITEMS**
- VIII. NON-PUBLIC SESSION** – (If needed)

Posted on 4/12/19 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
NOTICE OF PUBLIC HEARING

Pursuant to New Hampshire RSA 41:9-a, the Ashland Board of Selectmen hereby give notice of a public hearing to amend the town building permit fees. The public hearing will be held on Monday, April 15th, 2019 at 6:30 p.m. in the Ashland Elementary School Library, 16 Education Drive, Ashland, NH.

Proposed fees:

Residential: Multi Family

- New – \$100 plus \$0.15/sq. ft.
- Alterations – \$50 plus \$0.15/sq. ft.
- Repairs – \$50 plus \$0.15/sq. ft.

Commercial:

- New – \$150 plus \$0.20/sq. ft.
- Alterations – \$75 plus \$0.20/sq. ft.
- Repairs – \$75 plus \$0.20/sq. ft.

Industrial:

- New – \$300 plus \$0.20/sq. ft.
- Alterations – \$100 plus \$0.20/sq. ft.
- Repairs – \$100 plus \$0.20/sq. ft.

Swimming Pools and Driveway Permit: no changes.

Electric, Plumbing, and Heating:

- One/two family residential – new \$125 per unit.
- Residential addition, alteration repair – \$50
- Commercial, multi-family – \$50 (up to \$2,000) \$80 (\$2,001 - \$4,000)
\$100 (over \$4,000).

Demolition Permit:

- Residential – one/two family - \$100.
- Residential – accessory structure - \$50.
- Commercial – primary structure - \$200.
- Commercial – accessory structure - \$100.
- Industrial – \$200.

Sign permit: Residential \$40, Commercial \$60, Industrial \$85.

Cell Tower: \$250.

General:

- Applications Review fee – the base fee.
- Permit fee – the added sq. ft. rate.
- Fine for starting work without a permit – double the review and permit fee.
- Expiration of permits – 1 year.

1 **ASHLAND BOARD OF SELECTMEN**
2 **MEETING MINUTES**
3 **MONDAY, APRIL 1, 2019**
4 **ASHLAND ELEMENTARY SCHOOL LIBRARY**
5 **6:30 PM**

6
7 **I. CALL TO ORDER**

8
9 Chairman Newton called the Board of Selectmen meeting to order at 6:30 p.m. with a roll call
10 vote; Vice Chairman Kathleen DeWolfe, Selectman Leigh Sharps, Selectman Casey Barney
11 and Selectman Eli Badger all signified they were present. Others present: Town Manager
12 Charles Smith.

13
14 **II. PUBLIC COMMENT -**

15
16 Susan MacLeod asked to speak with the Board of Selectmen to clarify comments made at the
17 Selectmen's March 4th meeting about the Ashland Heritage Commission and sponsoring an
18 event. The Heritage Commission previously had a fundraiser as such no funds were collected
19 for the Heritage Commission fund.

20
21 **III. APPROVAL OF MINUTES**

22
23 **MOTION:** Vice Chairman DeWolfe
24 *To approve the Board of Selectmen meeting minutes from March 18, 2019 as*
25 *amended.*

26 **SECOND:** Selectman Sharps

27 **DISCUSSION:** grammatical revisions were made by the Selectmen.

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

29 **MOTION PASSED**

30
31 **MOTION:** Vice Chairman DeWolfe
32 *To approve the Board of Selectmen meeting minutes from March 21, 2019 as*
33 *amended.*

34 **SECOND:** Selectman Sharps

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

36 **MOTION PASSED**

37
38 **MOTION:** Vice Chairman DeWolfe
39 *To approve the Board of Selectmen meeting minutes from March 28, 2019.*

40 **SECOND:** Selectman Sharps

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

42 **MOTION PASSED**
43

1 **IV. NEW BUSINESS**

2 a. **Ashland Water & Sewer** – Headworks and Septage Receiving Facility bids

3
4 i. **Discussion:** Selectmen reviewed and discussed the two bids the town
5 received for the installation of a new headworks and septage receiving facility.
6 Town received two bids; 1) from PRB Construction for \$1.94M and 2) from
7 TBuck Construction for \$2.227M. Town consultant for the project Woodard
8 & Curran recommended the town accept the PRB bid. Board members had
9 questions about the removal of existing building. Expectations are the
10 removal of the building includes the concrete foundation.

11
12 **MOTION:** Selectman Sharps

13 *To approve the Headworks and Septage Receiving Facility general contract*
14 *package from PRB Construction for a bid amount of \$1.94M.*

15 **SECOND:** Selectman Barney

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

17 **MOTION PASSED**

18
19 b. **NHDES and Pemigewasset River Local Advisory Committee (PRLAC)** –

20 Selectmen received a letter from NHDES requesting increased membership to
21 PRLAC from local communities. Vice Chairman DeWolfe, current member on
22 PRLAC, and Selectman Sharps spoke on the importance PRLAC provides to
23 communities, both encouraged public membership.

24
25 c. **Ashland Memorial Park Trustees appointment** – Susan MacLeod, current member
26 of the Memorial Park Trustees, applied to be reappointed to the committee. Susan
27 provide members in attendance a general role and responsibility of the park trustees.
28 Memorial Park has a trust fund with the Ashland Trustees of the Trust Funds, were the
29 funds are used for maintenance at the park. Memorial Park Trustees also do a lot of
30 volunteer work for the park.

31
32 **MOTION:** Vice Chairman DeWolfe

33 *To appoint Susan MacLeod to the Ashland Memorial Park Trustees for a*
34 *three- year term.*

35 **SECOND:** Selectman Sharps

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

37 **MOTION PASSED**

38
39 **V. OLD BUSINESS**

40 a. **LCHIP** – Town Manager Smith gave an update to the Board of Selectmen about the
41 LCHIP grant for the Town Office building. Architect consultant hired through the
42 grant has completed a conceptual draft design to reconstruct the town office. Draft
43 designs are in the town office for review. Consultant to make further alternations
44 before final design.

45 b. **Parks and Rec** – Town Manager Smith updated the Board and public about
46 upcoming Summer Camp signs to be held on April 9th from 3:30 p.m. to 5:30 p.m.

- 1 c. **Water and Sewer Advisory Committee** – Town Manager Smith informed the Board
- 2 that the Water & Sewer Commissioners agreed to be advisors to the Town Manager
- 3 for the new septage receiving facility and the department in general.
- 4 d. **Utility Departments Budget Expenditures** – Board members had a brief discussion
- 5 about their oversight responsibility for the utility department budgets. Town Manager
- 6 Smith recommended further oversight of the utility department expenditures until the
- 7 Board has a complete understanding of the enterprise funds.
- 8

9 **VI. SELECTBOARD ITEMS**

- 10 a. Selectman Sharps congratulated all the Ashland Elementary School students that were
- 11 on this quarters honor roll.
- 12

13 **VII. NON – PUBLIC SESSION;** pursuant to RSA 91 – A:3, II (a) the Board entered nonpublic

14 session at 6:59 p.m. and reconvened shortly thereafter at 7:02 p.m. Board announced a salary

15 increase to the DPW Director position (\$55K to \$57K) per approved town budget.

16

17 **VIII.** Board of Selectmen adjourned their meeting at 7:03 p.m.

18

19 *The minutes for this meeting were written by Town Manager Charles Smith on April 2, 2019.*

**ASHLAND BOARD OF SELECTMEN
WORK SESSION MEETING MINUTES
THURSDAY, APRIL 4, 2019
ASHLAND UTILITY BUILDING
9:00 A.M.**

I. CALL TO ORDER

Vice Chairman Kathleen DeWolfe called the meeting to order at 9:00 a.m. with a roll call vote; Selectmen Leigh Sharps, Kathleen DeWolfe, and Eli Badger all signified they were present, Chairman Fran Newton phone conferenced into the meeting and Selectman Casey Barney was absent with advance notice. Also present for this meeting was Town Manager Charles Smith.

- II. TOWN MANAGER JOB DESCRIPTION** – Chairman Newton opened the discussion about the Town Manager job description and felt it was important to finish the description before the performance analysis form was created. Board made a few changes from the previously submitted job description example. Board intends to vote on adopting the job description at their next meeting. Board members started their review of an example of job performance. Each member of the Board would complete a job performance evaluation of the Town Manager. A few points discussed on performance were fiscal management, relationship with the board, long range planning, staff and personnel relations, community relations, and general expectations. Selectmen are to consider the form be used for all staff. Board of Selectmen scheduled a meeting for Thursday, April 18, 2019 at 9 a.m. in the Utility building to continue the discussion about the job performance form.

III. OTHER BUSINESS

- a. Town Manager Smith talked about the Utility Partners contract for Ashland Water & Sewer and his upcoming meeting with the company.
- b. Selectman Sharps invited Board members to a meeting with a solar energy company. Selectman Sharps will report back to the board about the meeting.

- IV.** Board of Selectmen adjourned their meeting at 9:45 a.m.

Town Manager Charles Smith wrote these meeting minutes on April 6, 2019.

Date: March 28, 2019
From: Susan MacLeod
To: Board of Selectmen
Town Manager
CC: DPW Director
RE: Request this be on the BOS agenda
Use of Town Property, status of Community Garden

In 2013, with the initial grant from NH HEAL, the Ashland Heal Committee started a community garden on the Town-owned property located on School Street, accessible from the Ashland Elementary School parking lot. With follow-up grants from Harvard Pilgrim and MVSBS, it had been improved and used by gardeners up until 2018, with efforts to continue enriching the soil, control invasive species, plant perennials, and encourage Ashland residents without gardening space to take the opportunity to grow their own vegetables.

It became clear in 2018, over discussions about the budget, that the HEAL funds and Committee no longer existed. I therefore am inquiring about the status of the garden and whether it can be used in 2019 and if so, who would oversee it. Would it remain a Town enterprise? Could it be contracted out to another entity to run? Would Water Dept. turn on the water? Charge for it? Now is the time to ask as decisions about a 2019 growing season need to be made soon.

If the garden is discontinued, would the property be maintained (mowed, weed whacked, weeded), or will it revert to an overgrown, neglected space ("restored to its previous state")? Would the fence be removed? Would the raised beds and shed be removed? Equipment to DPW? Would it be offered to the school? Used as a dog park? Other options for use considered?

I think the larger issue is whether there is a clear policy on maintenance/oversight of *all* Town properties for which the Board of Selectmen is responsible.

DESIGNATION OF AUTHORITIES FOR CLEAN WATER SRF LOAN

WHEREAS, The Town of Ashland (the Applicant) after thorough consideration of the nature (legal name of Applicant) of its water pollution problem, hereby determines that the construction of certain works, generally described as:

Headworks and Septage Receiving Facility (the Project) is desirable and in the public interest, and to that end it is desired to apply for assistance from the State Revolving Fund (SRF); and

WHEREAS, the Applicant has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-Wq 500, which relate to loans from the Clean Water State Revolving Fund and deems it to be in the public interest to file a loan application and to authorize other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY The Board of Selectman, the governing body or Board of Directors of said Applicant, as follows:

1. That the person holding the position of Water and Sewer Commission, Chair (Title), currently held by David Toth (Name), is hereby designated as the Authorized Representative of the Applicant for the purpose of filing an application for a loan in accordance with New Hampshire Code of Administrative Rules Chapter Env-Wq 500, furnishing such information, data, and documents pertaining to the applicant for a loan as may be required.
2. That if such loan be made, the following position(s), currently held by the following individual(s), is/are the Authorized Representative(s) of the Applicant for the purpose of signing any documents pertaining to the disbursement of funds to the loan recipient.

Position Title	Name
Water and Sewer Commission, Chair	David Toth

3. That if such loan be made, the Applicant agrees to repay the loan as stipulated in the loan agreement.
4. That a certified copy of this resolution be included as part of the application to be submitted for a loan.

5. That persons holding the following position(s) at the time of loan execution are authorized to sign the loan agreement binding the Applicant to the terms and conditions of the loan.

Water and Sewer Commission, Chair

.....
.....
.....

6. That if such loan be made, the Applicant agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

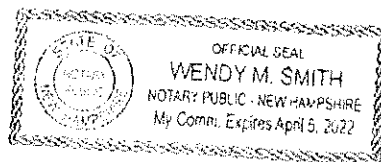
VOTE: "To designate the Chair of the Water and Sewer Department to sign the EWSEF loan application and loan for the Headworks and Septage Receiving Facility, as approved by the voters in March 2017."

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification.

ATTEST: Wendy M. Smith, Administrative Assistant

Date: 7/2/18

Wendy M. Smith



10. DESIGNATION OF AUTHORITIES FOR CLEAN WATER SRF LOAN

WHEREAS, _____ (the Applicant)
(legal name of Applicant)

after thorough consideration of the nature of its water pollution problem, hereby determines that the construction of certain works, generally described as:

(the Project) is desirable and in the public interest, and to that end it is desired to apply for assistance from the State Revolving Fund (SRF); and

WHEREAS, the Applicant has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-Wq 500, which relate to loans from the Clean Water State Revolving Fund and deems it to be in the public interest to file a loan application and to authorize other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY

the governing body or Board of Directors of said Applicant, as follows:

1. That the person holding the position of _____ (Title), currently held by _____ (Name), is hereby designated as the Authorized Representative of the Applicant for the purpose of filing an application for a loan in accordance with New Hampshire Code of Administrative Rules Chapter Env-Wq 500, furnishing such information, data, and documents pertaining to the applicant for a loan as may be required;
2. That if such loan be made, the following position(s), currently held by the following individual(s), is/are the Authorized Representative(s) of the Applicant for the purpose of signing any documents pertaining to the disbursement of funds to the loan recipient.

Position Title	Name

3. That if such loan be made, the Applicant agrees to repay the loan as stipulated in the loan agreement.
4. That a certified copy of this resolution be included as part of the application to be submitted for a loan.

5. That persons holding the following position(s) at the time of loan execution are authorized to sign the loan agreement binding the Applicant to the terms and conditions of the loan.

5. That if such loan be made, the Applicant agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

VOTED:

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification.

ATTEST:

Date: _____

TOWN OF ASHLAND - JOB DESCRIPTION

TOWN MANAGER

GENERAL DESCRIPTION

The Town Manager is responsible for the efficient management and operation of the affairs of the Town in accordance with State law, Town ordinances and such directives, regulations, and policies as the Board of Selectmen (Board) may from time-to-time adopt. Specifically, the Town Manager shall have the powers and duties enumerated in RSA Chapter 37 and shall exercise these powers and duties in the manner required by that chapter, including but without limitation, RSA 37:3, 5, 6, and 7.

General election following a deliberative session (SB2) continues to be the legislative body of the Board of Selectmen (BOS). The BOS remains vested with the responsibility to manage the prudential affairs of the Town; provided, however, that the Town Manager shall have the managerial and administrative responsibilities established by law.

SUPERVISION RECEIVED

The Town Manager shall be appointed by the BOS and shall in all matters be subject to its direction and supervision and shall serve at the will of the BOS, subject to removal for cause in accordance with RSA 37:3. The Town Manager shall be appointed for a specified term that may be renewed only upon mutual agreement. The BOS shall determine compensation and the Town Manager may be appointed by means of an employment agreement that further specifies the terms of employment.

SUPERVISION EXERCISED

The Town Manager exercises direct supervision over the following departments:

Public Works	Finance
Land Use	Town Welfare
Assessor	Building Inspector/Code Enforcement
Recreation	Water
Fire Chief	Sewer
Police Chief	Electric

The Town Manager acts as a liaison to the Planning and Zoning boards. The Town Manager exercises indirect supervision over all appointed staff and departments within the Town of Ashland. He oversees management of the town office.

The Town Manager is solely responsible for the appointment and removal (based on merit alone) of all subordinate officers and employees under his/her supervision and shall fix the compensation thereof. The Town Manager shall not exercise supervision over the Town Clerk, Tax Collector or Treasurer. The Town Manager shall not exercise supervision over the Library or Trustees of the Trust Fund.

EXAMPLES OF ESSENTIAL DUTIES

(The listed examples are illustrative only and may not include all duties found in this position.)

- Organizes, continues or discontinues departments and committees as needed at the direction of the BOS.
- Attends all regular and special meetings of the BOS as required. In cooperation with the BOS Chair, directs preparation of the BOS meeting agendas.
- Reviews and signs the manifest.
- Keeps full and complete records of the affairs of his/her office reporting same to the BOS on a regular basis.
- Keeps detailed records concerning the receipts and disbursements of the Town. This information will be provided to the BOS and the Budget Committee on at least a monthly basis. An annual summary of expenditures and revenues will also be prepared for publication.
- Keeps the BOS fully advised as to the needs of the Town, within the scope of his/her duties.
- Working with Department Heads, provides to the BOS each year a careful, detailed written estimate of the budget (probable expenditures and revenues) of the Town Government for the ensuing year. Works with the BOS to finalize the budget.
- Presents and explains the proposed Town budget to the Budget Committee at appropriate meetings.
- Examines or causes to be examined the affairs or conduct of any department or employee under his/her control to ensure the proper performance of duties and shall have access to all Town records, books or papers to properly perform this function.
- Provides information to the public as well as the staff concerning policies and programs of the Town and the BOS.
- Subject to the approval of the BOS and local laws or otherwise voted by the Town legislative body, the Town Manager shall have control over all municipal facilities, the construction and maintenance of all Town buildings, roads, highways, walks and bridges, parks, recreational areas, utilities and all other Town facilities.
- Identifies, and where feasible, implements new and more efficient methods of operations for Town departments.
- Is responsible for the purchase of all Town materials and supplies.
- Is responsible for the letting, making and performance of all contracts for work done for the Town.
- Is responsible for the administration of the general welfare of the Town.
- Works closely with the public receiving inquiries and complaints and attending to the resolution of same.
- When requested by the BOS, the Town Manager conducts research on various matters and provides supporting data on same relative to Town affairs/concerns.
- Is cognizant to new and effective methods of fiscal management including grant application and administration.
- Reviews mail and oversees the development and dissemination of public information.
- May represent the BOS at policy meetings with Federal, State and Local officials.
- Conducts regular staff meetings to review progress, accomplishments, budgets, and strategies.
- Is the principal point of contact with print (e.g., press) and social media.

- Monitors legislation pending in the State legislature; secures policy direction from the BOS and communicates same to legislators. May act as liaison to congressional staff or lobbyists if appropriate.
- Performs such other duties consistent with this office as may by vote of the BOS be required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of public administration, including personnel management, financial management and public sector management principals, policies and practices; the ability to interpret and apply municipal policies and procedures, Town ordinances and Federal and State statutes. Ability to plan, organize, supervise and inspect the work of professional, technical and support personnel; ability to delegate responsibility. Ability to prepare and present technical and statistical reports; ability to negotiate and resolve disputes effectively; ability to exercise creativity and initiative in resolving Town problems and issues and in carrying out administrative responsibilities. Ability to establish and maintain effective working relationships with employees, Town officials, the business community, the general public and State, Regional and Federal officials.

MINIMUM QUALIFICATIONS REQUIRED

Bachelor's degree in Public Administration or related field, with Master's degree preferred; five years senior management experience (preferably in municipal government); OR any equivalent combination of education and experience that demonstrates possession of the required knowledge, skills and abilities.



Town Manager Updates – April 2019

Town Manager 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.

LIBRARY – Director Weinberg



*Ashland Town
Library*

Inter-Library Loan: The Library borrowed 54 items from New Hampshire libraries for Ashland Library patrons in March. The Library lent 96 items to other New Hampshire libraries last month.

New Items: The Library added 21 books for adults, 17 books for children, 6 audio books and 10 DVDs in March.

News/Events: The Library is offering knitting every Thursday evening from 6-7 pm. Easter story time will be held on Thursday, April 18th at 3:00 pm. During school vacation week, the library will show the family movie, "Peter Rabbit" on Tuesday, April 23rd at 3:00 pm. Teen night will be held on Friday, April 26th from 6-8:30 pm. Book Group will be held on Monday, April 29th at 7:00 pm. The library will show the film "On the Basis of Sex", based on the life of Ruth Bader Ginsburg, on Tuesday, April 30th at 6:00 pm. Beginning on May 4th; the library will be offering Sensory Play Time every Friday. Sensory play is an activity that stimulates children's senses. Stimulating the senses helps children develop thinking, language, social-emotional, physical skills and is linked to supporting early childhood development.

"Books break the shackles of time – proof that humans can work magic." – Carl Sagan

PARKS & RECREATION – Director Barney

- I finished the recertification process for the Food Bank to ensure that the After-School Program will still qualify to receive healthy snacks and drinks at a reduced price. This program has been a great asset to our program and saved the department a considerable amount of money.
- The sites at the campground are filled. The sale of the camper on site 1 has been completed and was sold to someone on the waiting list. I have all the information for the new campers and all the paperwork is in order. I have been talking to Steve at the Electric Department and an electrician to plan some electrical upgrades at the campground. I am hoping to have the work done before May 1st if enough snow clears out. Craig has cut down the necessary trees in the parking lot at the beach and on the beach. He is going to put in some packing stone (I think that's what it is called) in the parking lot to level that area.
- There will be a summer camp sign up on April 9th at the Booster Club. The information has been put up around town, on the PBS Channel, on Facebook, the paper and at the school.
- April 21st is my third annual Easter Egg Hunt at 11am at the Booster Club. The event is on our website, on the PBS station, sent to Ashland school, in the paper and sent to other schools in our area.
- The After-School Program is still doing well. Our numbers are still up with us averaging over 20 per day.
- We had a Kids Night Out in February that had 22 kids and one in March that had 15.
- Food for All are not going to run their program anymore because they have more workers showing up than people to eat. They are going to put it in the paper and call people.



FIRE DEPARTMENT – Chief Heath

Total Calls	32
Medical Emergencies	17
Fire/Rescue Calls	5
Motor Vehicle Accidents	8
Service Calls	2

- Regular department training during March involved a review of the Department's SOG for Ice Rescue, monthly truck checks, and an ice rescue drill/exercise on Squam Lake. EMS training involved a review of the management of patients with hypothermia.
- We are continuing the process of installing back up cameras on engine 1, ladder 1, ambulance 1, forestry 1, and utility 1. Our hope with this project is to reduce the risk involved in backing these vehicles on scene or in the station. The undercarriage of the Ladder Truck is beginning to show signs of its age. J.W. Fleet of Bow, NH has given us an estimate of \$6,475 to remove the rust from the undercarriage, reseal the entire surface with an epoxy, and then apply a coat of enamel paint. We believe that this will prolong the useful life of this important apparatus, and plan to have the work done sometime in May.

- One of the overhead heaters on the apparatus floor failed and was repaired by Excel Mechanical. The electrical original motor and the fan blade had to be replaced.
- The town has received reimbursement for the Homeland Security Grant we were awarded to purchase ballistic vests, helmets, medical supplies, and train personnel in EMS Operations at Active Shooter Incidents.
- The Hazard Mitigation Plan revision was completed, and we are still awaiting final approval by FEMA.
- Life Safety Code inspections continue for both assembly and rental occupancies. NFIRS reports for March 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.

POLICE DEPARTMENT – Chief Randall



Dispatched Service Calls	281
Incidents	76
Arrests	9
Warrants	1
Accidents	2
Citation/Warnings	22
Parking Tickets	6

- The Department continues follow up investigations with on-going cases as well.
- The Police department filled the vacant position of patrolman left by David Waterbury with Elizabeth Scrafford who was sworn in on March 18, 2019. Ms. Scrafford brings 19 years of law enforcement experience to the position. Ms. Scrafford has certifications as a Firearms Instructor, Taser Instructor and Field Training Officer which is a major benefit to the department.
- The department is currently in the process of filling an upcoming vacancy at the department in the near future.
- Sgt. Gray attended training at N.H. Police Standards and Training on Landlord Tennant Law in order to better equip the department when dealing with landlord and tenants' conflicts. There was no cost for the class.
- On April 27, 2019 between the hours of 10 am to 2 pm the Ashland Police Department will be participating in the DEA Drug Take Back initiative. You can drop off unused or unwanted drugs at the police department located at 20 Highland Street.
- Remember that there is NO PARKING on any street in Ashland from November 1st through May 1st from 1 am to 5 am.
- A reminder to register your dogs at the town hall or on-line by May 1st.
- Please remember that car break-ins are crimes of opportunity and it is recommended that you lock your vehicles at all times.

ELECTRIC DEPARTMENT – Superintendent Foley

- During the month of March, the Electric department did not have any service interruptions.
- Recent wind event we did experience service interruptions on Smith Hill Rd. around 4:30 P.M. The cause was fallen trees. All service was restored within 1 hour. Later that day we had all of circuit #1 go out. With the assistance from the highway dept., we patrolled the circuit and found no damage to our lines or equipment. We were able to restore power to all our customers by 11:00 P.M. Cause was likely, fallen trees.
- Tree trimming was started on Sanborn Road but because of inclement weather will be completed in April/May.
- Tree trimming on Circuit #1 which includes Thompson St., Most of River St., Leavitt Hill Rd., RTE. 3 to the Holderness town line, Owl Brook Rd., Hicks Hill Rd. and all the side streets off these roads will begin in late April/ early May.
- New AMR (Automatic Meter Reading) meter installs have started. The first 200 installs should be complete by the end of April.
- Mark Monahan left the dept. for a position with Eversource Electric Transmission Dept. Mark’s last day was Saturday April 1, 2019.
- Dale Weeks was away from March 11 until April 15. Dale is a member of the N.H Army National Guard and was at training for this period. Joe Vittum has worked in Dales absence.

BUILDING INSPECTOR – Al LaPlante

PERMITS ISSUED

Electrical	1
Plumbing	2
Signs	3
Driveway	0
Heating	4
TOTAL PERMITS ISSUED	10
TOTAL FEES COLLECTED	\$745

WATER AND SEWER DEPARTMENT – Superintendent Cross

Please find enclosed the monthly operations for the Water and Wastewater Facilities for the month of March 2019.

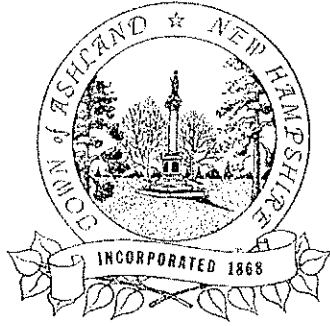
MAINTENANCE:

- Meter Repairs
- Snow Removal
- Shovel Hydrants

- Truck Maintenance
- Service Blower #1 at Wastewater Plant
- Sewer Pump Station Maintenance
- Lab Equipment Maintenance

PLANT ACTIVITIES:

- Complete all permit required lab tests
- Monthly Bacteria, pH and Alkalinity tests for Water System
- Discharge Effluent at Wastewater Plant week of March 24th
- Toxicity sampling/testing at Wastewater Plant



Project List – April 2019

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: As a requirement to receive federal funding, Town Admin, attended LPA Certification Training for Labor Compliance (Part 2).

Current: Engineer consultant waiting for response from NHDOT about preliminary designs.

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

Description: Replace water and sewer lines and road reconstruction

Updates:

Previous: Warrant article for the project did not receive the required 3/5 majority. Town Admin and DPW Director to discuss next steps.

Current: Applications to reapply for State Revolving Fund (SRF) start in end of April. Board to determine next steps.

TOWN PERSONNEL POLICY

Description: Review and update of the town personnel policy

Updates:

Previous: tabled until 2019; to coincide with negotiations of new CBA

Current: No updates

ASHLAND PROPERTIES/LW PACKARD MILL SITE

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

Updates:

Previous: Received a scope of work for the project from Warren Street Architects. Contract to be approved by the Board with the expense to be paid through feasibility grant with CDFA.

Current: Town Manager met with Warren Street Architects and discussed the project. Also sent Phase I and II studies. Architects to tour the property next month.

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: Architect had a delay on the design and needed more time to talk with the structural engineer about design strategies. Town Admin to meet with Architect next week about alternative renovation approaches to Town Hall.

Current: Williams Architects to review utility building for suitability with the Police Department and continue design.

TOWN PARCEL AUDIT - GEOGRAPHIC INFORMATION SYSTEM (GIS) MAPPING

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

Updates:

Previous: CAI Technology picked up our properties files and started our parcel map project.

Current: No updates.

WHIPPLE HOUSE

Description: Comprehensive building status report provided by newly formed Heritage Commission along with deeds, leases and associated warrant articles. Town owned building in need of significant maintenance & repair work.

Updates:

Previous: AHS submitted to the Board of Selectmen revisions to the lease.

Current: Board sent memo to AHS requesting decision on lease.

BUILDING PERMIT FEES

Description: Increase the current town building permit fees

Updates:

Previous: Planning Board agreed to having a joint meeting with Board. The Board of Selectmen to schedule a date for the public hearing.

Current: No updates.

GRANT OPPORTUNITIES

Description: Grant application for next round of NHDOT TAP grant funding

Updates:

Previous: LOI was accepted. TA attended mandatory TAP grant application training. Deadline for application; September 7th at 4PM.

Current: No updates.

SOLAR ENERGY

Description: Project to bring solar energy to the Town

Updates: No updates

Previous: Selectman Sharps to schedule solar energy firm for presentation.

Current: Selectman Sharps, Vice Chairman DeWolfe, and Town Manager Smith met with firm about installation of solar panels on town owned land.

TOWN OFFICE BUILDING MAINTENANCE

Description: Maintenance and repairs for the town office building

Updates:

Previous: placed new flooring at Town Office building/Police Department on hold until after the LCHIP study.

Current: No updates



Mr. David Toth
 Chairman – Ashland Water and Sewer Commission
 6 Collins Street
 Ashland, NH 03217

December 12, 2018

RE: Annual CPI Adjustment – January 1, 2019

Dear Mr. Toth:

January 1, 2019 marks the beginning of a new year, and a new year for our current operations and maintenance service agreement contract with the Town of Ashland Water and Sewer Commission. Utility Partners LLC, again, wishes to thank the Commission for this opportunity to serve the Town of Ashland and the Commission. We remain committed to serving your needs and we look forward to continuing to provide the Commission and the Town of Ashland with quality and affordable wastewater O&M services.

The purpose of this letter is to inform the Commission of the upcoming CPI adjustment period, beginning January 1, 2019 and ending December 31, 2019. Per Article 9.1 of the signed agreement between Utility Partners, LLC and the Commission, the service agreement contract is also subject to an annual CPI adjustment as determined by the **Bureau of Labor and Statistics Index–CUUR0100SA0 based on August**. The current CPI adjustment for this contract year is calculated to be (2.7%).

Below is a table illustrating the current and the new fee: (on affected contract value only)

<u>2018 Annual Fee</u>	<u>Net Fee Change</u>	<u>2018 Monthly Fee</u>	<u>Net Fee Change</u>
\$365,620.00		\$30,468.33	
<u>2019 Annual Fee</u>	\$9,871.74	<u>2019 New Monthly Fee</u>	\$822.65
\$375,491.74		\$31,290.98	


In addition to the above Contract Fee there is an addition amount of **(\$40,000 Repairs Budget)** that is not subject to any CPI adjustment. This \$40,000.00 amount is additional to the above \$375,491.74 Contract Fee.

2019 Contract Fee	\$375,491.74
Repairs Budget	\$40,000.00
Total New Contract Fee	\$415,491.74
Total New Monthly Fee	\$34,624.31



Utility Partners, LLC truly appreciates the opportunity to partner with the Commission. We continuously strive to keep our operating costs down while still providing a level of service second to none. We would again like to thank you for the pleasure of serving you and your community and look forward to providing you quality service over the life of our agreement and beyond. If at any time you have any questions or comments please do not hesitate to call me.

With your agreement, your signing of this letter will confirm your agreement and acceptance of this adjustment.

Client, By: 
Mr. David Toth
Chairman
Ashland Water and Sewer Commission

Respectfully,



Utility Partners LLC
BILL GILPATRIC
AREA MANAGER

CELL: (603) 254-7840

E-MAIL: bill.gilpatric@utilitypartnersllc.com

cc: Jefferson Tolman, Vice President, Utility Partners
Rusty Cross, Project Manager, Utility Partners



David Toth, Chairman
Town of Ashland Water and Sewer Commission
6 Collins Street
Ashland, NH 03217

August 23, 2017

RE: Professional Services Agreement – Amendment No. 1

Dear Mr. Chairman, et al;

Utility Partners is pleased to submit to the Ashland Water and Sewer Commission this Amendment No. 1 to the Professional Services Agreement. Utility Partners strives to be part of the solution, so it is the wishes of Utility Partners that the stated changes reflect solutions to accomplish the goals and changes that the Commission has envisioned.

The specific changes to the Professional Services Agreement are stated in the attached document, Amendment No. 1.

As always, Utility Partners truly appreciates the opportunity to partner with the Town of Ashland Water and Sewer Commission in these and all other endeavors. We continuously strive to keep our operating costs down while still providing a level of service second to none. We would again like to thank you for the pleasure of serving you and your community and we remain committed to serving your needs. We look forward to continuing to provide the Commission with quality and affordable water and wastewater operations and maintenance services.

If at any time you have any questions or comments please do not hesitate to call me.

Respectfully,

Utility Partners LLC

A handwritten signature in black ink that reads "Steve K Bullard".

STEVE K BULLARD
AREA MANAGER

CELL: (603) 493-9951
E-MAIL: sbullard@utilitypartnersllc.com

cc: Dave Sircle, Vice President, Utility Partners
Rusty Cross, Project Manager, Utility Partners



**Professional Services Agreement
Amendment No.1
Between
Town of Ashland Water and Sewer Commission
And
Utility Partners LLC**

On this date (**August 23, 2017**), this contract Amendment No.1 has been prepared in accordance with the current Professional Services Agreement between the **Town of Ashland Water and Sewer Commission** and **Utility Partners LLC**

Subject: Per the request of the Town of Ashland Water and Sewer Commission, Utility Partners LLC respectfully submits this contract Amendment No.1. The modifications of the existing Professional Services Agreement are the result of a request for changes in accordance with (Article 6 - Change in Work), as a result of changes and additions to the existing facilities as well as increased manpower requirements.

The (Change in Work) which has been proposed will have a direct impact on costs associated with the existing Professional Services Agreement. As a result, an adjustment in compensation is necessary to accommodate for the additional costs incurred by the (Change in Work), and in accordance with (Article 4 – Cost of Work) ie; additional laboratory sampling and analysis, documentation and tracking, State of New Hampshire regulatory reporting, communications, uniforms, safety, training, fuel and additional manpower staffing and related costs.

Utility Partners LLC is submitting the following contract Amendment No.1 in accordance within the Articles of Contract mentioned above and in accordance with (Article 9 – Terms and Termination – 9.2).

Set forth below are the understandings of the Town of Ashland Water and Sewer Commission and Utility Partners LLC with respect to modifications of the existing Professional Services Agreement.

1. The modification to (Article 4- Cost of Work) shall read; Article 4.1 Owner shall pay to Operator as Contract Fee compensation for services performed under this agreement the sum of \$399,863.00.
2. Utility Partners LLC will hire 1 additional FTE, with the understanding that until such time that the additional full time employee is hired, the existing Contract Fee compensation rate will remain in effect in accordance with the current existing terms.
3. The Professional Services Agreement will be extended in accordance with (Article 9.2) of the existing Contract. The extended Contract period will begin January 1, 2020 and expires December 31, 2024.
4. The existing Professional Services Agreement will expire December 31, 2019.
5. (Article 9 – Terms and Termination) shall read; Article 9.6 - Annual CPI adjustment is “not to exceed” (4) four percent annually, but “not less than” (1) one percent annually for the duration of the existing Contract period and the extended Contract period.


Initials:



David Toth



Allen Cilley

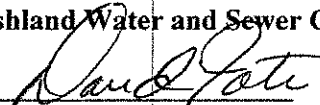


Earnest Paquette
P.

**Professional Services Agreement
Amendment No.1
Between
Town of Ashland Water and Sewer Commission
And
Utility Partners LLC**

In WITNESS WHEREOF, the parties have caused this, contract Amendment No.1, to be executed by duly authorized representatives as of the day and year first above written.

Town of Ashland Water and Sewer Commission

Signature: 


David Toth

Chairman

Signature: 

Allen Cilley

Commissioner

Signature: 

Ernest Paquette

Commissioner

Utility Partners LLC

Signature: 

Bill Douglass

Managing Director

Signature: 

Steve K Bullard

Area Manager

**Agreement
for
Professional Utility Management Services
for
Town of Ashland**

This AGREEMENT is made on the 30th day of August between Town of Ashland (hereinafter "Owner"), whose address for any formal notice is 6 Collins Street, Ashland, NH 03217 and Utility Partners, LLC (hereinafter "Operator") with corporate offices at 44 Old Canton Street, Alpharetta, GA 30004.

Owner and Operator agree:

ARTICLE 1. GENERAL

- 1.1 All definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2 All facilities, grounds, equipment and vehicles shall remain the property of the Owner.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Hampshire.
- 1.4 This Agreement shall be binding upon the successors of each of the parties but neither party will assign this Agreement without the prior written consent of the other party.
- 1.5 All notices shall be in writing and transmitted by certified mail or personal delivery to the addresses listed above.
- 1.6 This Agreement, including Appendices, is the entire Agreement of both parties and may only be modified by mutually agreed written amendments signed by both parties. Wherever used, the terms "Owner" and "Operator" shall include the respective officers, directors, elected or appointed officials and employees.

ARTICLE 2. SCOPE OF SERVICES: OPERATOR

OPERATOR shall:

- 2.1 Hire, train and employ a sufficient number of employees to staff and operate the Project to provide continuing efficient and timely service in the operation of the water and wastewater treatment facilities serving the Owner.
- 2.2 Provide sufficient project staff that will meet certification requirements of the State of New Hampshire and Labor and Benefits Costs to all staff assigned full time to the Project.

- 2.3 Provide a computerized maintenance management system for the Owner which shall include the required software. The cost of this system shall be included in the Operator's price proposal and the database shall remain property of the Owner. This system shall be employed to document all maintenance activities for the project. Owner shall have the right to inspect these records at any time.
- 2.4 Prepare all Federal and New Hampshire water quality and wastewater permit reports and submit these to Owner for transmittal to the appropriate State and Federal agencies.
- 2.5 Provide assistance to the Owner's engineering staff or consultants in review of any proposed project rehabilitation plans for the utilities.
- 2.6 Document all repair parts and expenses incurred on behalf of the Owner. All current, purchasing policies and procedures of the Owner will remain in place. In addition, Utility Partners shall update the Owner monthly on the cost-to-date of repair parts versus the agreed upon repair budget amount for "Utility System Maintenance and Repair" for the treatment facilities.
- 2.7 Provide twenty-four (24) hour per day access to Project for Owner. Visits may be made at any time by any of Owner's employees. Keys for Project shall be provided to the Operator by the Owner. Visitors to the Project must comply with Operator's operating and safety procedures.
- 2.8 Perform other professional management services as directed by the Owner. Such services must be pre-authorized by the Owner and additional compensation to the Operator will be negotiated on a case-by-case basis.
- 2.9 If there is an emergency or capital project requiring Utility Partners to purchase parts or secure assistance in performing a repair for the Owner, incurring an expense on behalf of the Owner which exceeds \$2,000, Utility Partners will be responsible to document and notify the Owner's representative of the occurrence to seek their approval. Any repair parts purchased on behalf of the Owner under an emergency will be reimbursed to Utility Partners upon presentation of a proper receipt.
- 2.10 Under the terms of this Agreement Utility Partners will provide fuel for vehicles used at the project. The Owner will provide all vehicles and equipment required for the staff to perform their duties.
- 2.11 Provide power and other Direct Costs as outlined in Appendix ^G ~~A~~ for the treatment facilities. Excludes power at pump stations 2,3 and 4. *WASH
026*
- 2.12 Provide the sufficient chemicals and laboratory analysis necessary to insure compliance with NPDES permit requirements.

ARTICLE 3. SCOPE OF SERVICES: OWNER

OWNER shall:

- 3.1 Maintain all existing Project easements, warranties and licenses that have been granted to Owner.
- 3.2 Pay all Administrative Costs and franchise, property or other normal taxes associated with the Project.
- 3.3 Provide for Operator any equipment presently in use at the Project, as described in Appendices D & E, as well as liability coverage for these automobiles, trucks, dump trucks, and sewer cleaning vehicles owned by Owner.
- 3.4 Provide auto tags and maintenance for those vehicles or equipment described in Appendices D & E.
- 3.5 Pay for capital repair projects in excess of \$2,000 and additionally required repair parts at the project in the event that the mutually agreed upon budget is exhausted. Reimbursement for these items will be requested in advance by the Operator.
- 3.6 Provide for all required Capital Expenditures. These costs shall include any expansions or modifications to the existing utility system as a result of increased demand, normal replacement needs or regulatory requirements imposed by State or federal agencies.
- 3.7 Pay all costs associated with sludge processing at and hauling from the wastewater treatment facility.

ARTICLE 4. COST OF WORK

- 4.1 Owner shall pay to Operator as compensation for services performed under this agreement \$288,120 during the initial year of a five year agreement. The Operator shall cover the costs that are outlined in Appendix G of this document. All other costs related to the project will be the responsibility of the Owner.
- 4.2 Any capital repair parts purchased or projects performed on behalf of the Owner by the Operator, with Owner's approval, shall be billed as a direct pass through expense and shall be in addition to the costs presented in 4.1. ~~Direct pass through items will include a 10% processing fee.~~ *w/DPG
AHK*
- 4.3 As a part of the compensation outlined in 4.1, the Owner will provide a Repair Parts budget account of \$40,000 for items used to prevent or correct actions at the facilities. Operator's Project Manager will review and update this account each month and notify Owner. Funds not spent at year end will be directly reimbursed to Owner by Operator.

- 4.4 If the Repair Parts budget is forecast to be exhausted and additional funds are needed, Operator will make a request to Owner for said funds within 60 days of the end of the contract year.
- 4.5 In the event that a change in the scope of services occurs, Owner and Operator will negotiate a commensurate adjustment in the annual fee.

ARTICLE 5. PAYMENT OF COMPENSATION

- 5.1 1/12th of the base fee established in Section 4.1 shall be due and payable on the first day of the month for each month that services are to be provided.
- 5.2 All other compensation, including direct pass-thru expenses exceeding the amount noted in Section 3.5 above shall be billed by Operator and is due upon receipt of the invoice and is payable within fifteen (15) days.

ARTICLE 6. CHANGE IN THE WORK

- 6.1 The Owner may make changes in the work, provided the changes are reasonably within the scope of this Agreement, and Operator shall expeditiously perform the changes as directed.
- 6.2 Any change in the work that results in a decrease or increase in the work force shall correspondingly decrease or increase the cost as provided in Article 4. Water and wastewater treatment facility system modifications and expansions constitute a change in the work.

ARTICLE 7. ACCOUNTING RECORDS

- 7.1 Operator shall keep full and detailed records and books of account on the basis of generally accepted accounting practices in effect as of the effective date of this Agreement showing the actual direct cost reimbursable to the Operator, under the provisions of this Agreement.
- 7.2 The Owner shall also be afforded access to all the Operator's other records, books, correspondence, instructions, memoranda and similar data relating to this Agreement and any of the work.
- 7.3 Operator shall preserve financial documents and other records to which Owner has access rights, without additional compensation, for a period of three years or longer as required by law, after final payment.

ARTICLE 8. INDEMNITY, LIABILITY AND INSURANCE

- 8.1 Operator shall hold Owner harmless from any liability or damages which may arise from Operator's negligent operations under this Agreement.
- 8.2 Owner shall hold Operator harmless from any liability or damages which may arise from all causes of any kind other than Operator's negligence.
- 8.3 Operator's liability to Owner under this Agreement excludes all indirect or consequential damages arising from the normal operation, maintenance and management of the Project. *Operator is Responsible to owner for case of Sale Negligence.*
- 8.4 Owner and Operator shall obtain an insurance coverage of a type and in the amounts described in Appendix F. Nothing herein shall be construed as any waiver of immunity available to the Owner by New Hampshire law.

*AD DFC
AHL*

ARTICLE 9. TERM AND TERMINATION

- 9.1 This initial Agreement is entered into by both parties beginning on November 1st, 2010 and ending October 31st 2015, recognizing it will be reviewed on an annual basis. The contract shall increase by the current Consumer Price Index (CPI) each year at the anniversary date.
- 9.2 The Owner additionally has the ability to extend this contract for another 5 year term.
- 9.3 Either party may terminate this Agreement for a material breach of the Agreement after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. If the breach is not corrected within thirty (30) days, either party may terminate the contract.
- 9.4 Upon notice of termination by Owner, Operator shall assist Owner in transitioning the operation of the Project.
- 9.5 Owner reserves the right to cancel this contract at the Owner's sole discretion, giving Operator one hundred twenty (120) days notice of its intent. Operator shall cooperate fully to insure a smooth transition of service to the new Operator on behalf of the Owner. Owner will pay expenses incurred by Operator directly related to this cancellation.

ARTICLE 10. LABOR DISPUTES; FORCE MAJEURE

- 10.1 In the event activities by employee groups or unions cause a disruption in Operator's ability to perform at the Project, Owner or Operator may seek appropriate injunctive court orders. Operator will continue to operate the Project on a best-efforts basis until any such disruptions cease.

10.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly due to any unforeseen occurrence (Force Majeure) beyond its reasonable control. The party invoking Force Majeure shall notify the other party within ten working days after its occurrence.

Both parties indicate their approval of this Agreement by their signatures below:

Authorized Signatures:
Town of Ashland
(Owner)

Utility Partners, LLC.
(Operator)

By Robert A. Bayle
Sewer Commissioner

By _____
Robert W. Monette, P.E.
President

By Amy H. Larson
Sewer Commissioner

By Bill Douglass
Bill Douglass
Senior Vice President

By Daniel P. Hansen
Sewer Commissioner

Date: 8/30/10

Date: 8/30/10

Witness to these signatures:

By [Signature]

Date 8-30-10

APPENDIX A

1. The "Project" means all equipment, vehicles, grounds and facilities described in the Appendices and where appropriate, the management, operations and maintenance of such.
2. "Capital Expenditures" means any expenditure for the purchase of new equipment; or facility items or major repairs which significantly extend facility life and cost more than two thousand dollars (\$2,000); or expenditures that are planned, non-routine and budgeted by the Owner.
3. "Labor and benefits" costs are defined as salaries, group insurance, dental insurance, worker's compensation, retirement and social security for employees.
4. "Administrative" costs are defined as audit and accounting fees, insurance, interest expense, depreciation, state fees, recycling fees, curbside fees, landfill fees, ad valorem taxes, purchase of natural gas, and fund transfers.
5. "Direct Costs" are defined as expenses for chemicals, fuel, oil, lubrication, small tools, meters, pipe, fittings, repairs of motor vehicles, equipment, water wells and pumping stations, advertising, postage, telephone service, travel expenses of employees, and uniform expenses. This does not include sludge hauling expenses.
6. "Preventative Maintenance" means the routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or Operator as required maximizing the service life of equipment, vehicles and facilities.
7. "Repairs" means the costs of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicles or facilities or a component thereof.
8. "Biologically toxic substances" means any substance contained in the wastewater stream so as to interfere with biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the Owner's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides and herbicides.
9. "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD in the ratio of five parts nitrogen, one part phosphorus and one-half part iron for each one hundred parts BOD.
10. "Project Manager" means the Utility Partners senior operations staff person charged with day-to-day oversight of the contract.
11. "Emergency" is defined as any situation or in which Operator staff must respond quickly to protect the health and well-being of the public. Its intent is clearly in an effort to protect the interests of the people in the event of a natural disaster, hurricane, tornado or other unusual occurrence.

APPENDIX B

INVENTORY OF PARTS, CHEMICALS AND SUPPLIES---

To be added as required.

APPENDIX C

**STATE OF NEW HAMPSHIRE WATER QUALITY AND WASTEWATER NPDES
PERMITS AND OPERATING CERTIFICATES---**

The following pages contain the current permits for the Owner's treatment facilities.

APPENDIX D

INVENTORY OF VEHICLES---

To be added as required.

APPENDIX E

INVENTORY OF EQUIPMENT---

To be added as required.

APPENDIX G

UTILITY PARTNERS COSTS

Utility Partners's price includes all costs associated with the following budget categories:

- Salaries
- Overtime (does not include disaster cleanup)
- Federal and State Unemployment
- Social Security
- Medical and Dental Insurance
- Worker's Compensation Insurance
- General Liability Insurance
- Uniforms
- Computer Software (operations and maintenance only)
- Training Costs (State certification schools)
- Mobile communications for staff
- Corporate Operations Support
- Chemicals
- Power
- Laboratory Sampling & Analysis
- Repair Parts - It is mutually agreed that the Owner will provide \$40,000 for the purchase of repair parts. This \$40,000 expense account is included in the annual cost of this professional services contract. These funds will pay for preventative and corrective improvements or rehabilitation of the Owner's facilities, consistent with current practice. On an annual basis, Owner shall receive 100% of any unused funds in the Repair Parts account.

Operator will effectively manage solids handling so as to limit the Owner's financial exposure. It is understood that the Owner will pay for solids handling costs.

The Owner will pay for Capital parts purchased and repairs performed on behalf of the utility system by the Operator. Operator will assist with proper documentation of all of these expenses for rate justification and increases deemed necessary by the Owner.

APPENDIX F

INSURANCE COVERAGE

Operator shall maintain:

1. Statutory worker's compensation for all of Operator's employees at the project as required by the State of New Hampshire.
2. Comprehensive general liability insurance in an amount not less than \$1,000,000 combined single limits for bodily injury and/or property damage.
3. Vehicle insurance for any vehicles and equipment owned by the Operator.

Owner shall maintain:

1. Property damage insurance for all property including moving equipment owned by Owner and operated by Operator under this Agreement. Not properly or fully insured property shall be the financial responsibility of the Owner.
2. Scheduled liability coverage for those automobiles, trucks, dump trucks, and sewer cleaning vehicles owned by Owner.