

**ASHLAND BOARD OF SELECTMEN  
WORK SESSION  
MONDAY, AUGUST 19, 2019 at 6:30 p.m.  
ASHLAND WATER & SEWER CONFERENCE ROOM**

**I. PLEDGE OF ALLEGIANCE**

**II. CALL TO ORDER**

**III. APPROVAL OF MINUTES**

- a. BOS meeting(s): 8/5/19

**IV. NEW BUSINESS**

- a. Ashland Town Library – tree removal
- b. Ashland Fire Station – private agency using the Fire Department building
- c. Ashland DPW and Ashland School District – equipment sharing agreement
- d. Ashland Electric – Squam River Hydro agreement
- e. Ashland Water user charge/base fee charge – schedule public hearing
- f. CDBG/CDFA feasibility grant for Ashland Properties (L.W. Packard Mill) – finalize agreement with Warren Street Architects

**V. OLD BUSINESS**

- a. Town Manager updates
- b. Board of Selectmen project list
  - i. Updates on Thompson Street road project and TAP Grant sidewalk project

**VI. SELECTBOARD ITEMS**

- a. Next Board meeting – Tuesday, September 3<sup>rd</sup>, 2019, at the School Cafeteria?
  - i. Note: School Board to meet in Library same night.

**VII. NON-PUBLIC SESSION**

- a. RSA 91 – A: 3, II (I)

**Posted on 8/16/19 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.*

**ASHLAND BOARD OF SELECTMEN  
REGULAR MEETING  
MONDAY, AUGUST 5, 2019  
ASHLAND WATER & SEWER CONFERENCE ROOM  
6:30 P.M.**

**I. CALL TO ORDER**

The Town of Ashland Vice Chairman of the Board Kathleen DeWolfe opened the meeting at 6:30 p.m. with Selectman Eli Badger and Selectman Leigh Sharps acknowledging they were present; Chairman Fran Newton and Selectman Casey Barney were absent. Town Manager Charles Smith was also present for the meeting.

**II. APPROVAL OF MINUTES**

**MOTION:** Selectman Sharps

*To approve the meeting minutes from July 22, 2019.*

**SECOND:** Selectman Badger

**DISCUSSION:** Selectman Sharps had a few revisions to the section about recognition with the former Police Chief. Board also made a few grammatical changes.

**VOTE:** 3-0

**MOTION PASSED**

**III. SELECTBOARD ITEMS** – Board voted to expend from the CRF Road Improvement for the Ashland TAP Project. Town Manager Smith provided an update about the project.

**MOTION:** Selectman Sharps

*To expend \$2,023 from the Road Improvement Capital Reserve Fund as reimbursement for the Ashland TAP Project – Sidewalk Improvement Project.*

**SECOND:** Selectman Badger

**VOTE:** 3-0

**MOTION PASSED**

**IV. NONPUBLIC SESSION**

a. **MOTION:** Selectman Sharps

*To enter nonpublic session pursuant to RSA 91-A:3, II (1).*

**SECOND:** Selectman Badger

**VOTE:** 3-0

**MOTION PASSED**

**ENTERED:** 6:50 p.m.

**RECONVENED:** 7:36 p.m.

1     **V. OTHER BUSINESS** – Vice Chairman DeWolfe and Selectman Badger will be attending two  
2 meetings on Friday, August 9<sup>th</sup>, 2019, first meeting with town insurance provider Primex  
3 followed by a meeting with Vermont Public Power Supply Authority (VPPSA). Remaining  
4 Selectmen are unavailable to attend. Selectmen DeWolfe and Badger to follow up with  
5 Board.

6  
7     **VI. SIGNATURE FILE** – Selectmen signed memo to the Trustees of the Trust Fund for a  
8 disbursement request. Board also signed a veteran tax credit.

9  
10    **VII. ADJOURNED** – Board adjourned their meeting at 7:37 p.m.

11  
12  
13    *Town Manager Charles Smith wrote these meeting minutes on August 6, 2019.*

**Town of Ashland  
Board of Selectmen  
Agenda Report**

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**Date:** Monday August 19<sup>th</sup>, 2019

**To:** Board of Selectmen

**From:** Town Office

**Subject:** Agreement between Ashland DPW and Ashland School District to share equipment.

**Recommended motion:** *To enter into an agreement with the Ashland School District for the purpose of using shared equipment.*

**Agreement:**

- Term: Sept. 1, 2019- Aug. 31, 2020
- Both parties are responsible:
  - To ensure that only trained and licensed employees use the shared equipment
  - Must ensure the equipment is available upon request and returned promptly after use. The owner of the equipment has priority of use.
  - For repairing equipment if damage occurs during their use.
  - For only using the shared equipment on respective property.
  - For holding their own insurance coverage through PRIMEX or other party.
  - To follow all state and federal laws
  - Indemnification clauses have been included in the agreement
  - Either DPW of Ashland School District may terminate this agreement.
  - This agreement will not change the relationship between the School and the Town.
  - Failure to perform any terms or conditions laid out on the agreement shall be resolved amicably first, mediated, and lastly enforced at equal costs.

**Fiscal Impact:** \$0

**AGREEMENT BETWEEN  
TOWN OF ASHLAND DPW and ASHLAND SCHOOL DISTRICT**

This Agreement is made by and between the Town of Ashland, a New Hampshire municipality with a mailing address of P.O. Box 517, Ashland, New Hampshire, 03217 (hereinafter the "Town") and the Ashland School District, a New Hampshire corporation with a principal place of business at 16 Education Drive, Ashland, NH 03217 (hereinafter "School District" or "District").

WHEREAS the Town Department of Public Works owns various equipment used for snow removal for the purpose of maintaining its roads during bad weather in compliance with its Winter Maintenance Policy; and

WHEREAS Ashland School District from time to time wishes to be able to use the Town's equipment to move snow on its premises; and

WHEREAS Ashland School District owns various equipment used for maintaining its lawns;

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

**TERM**

1. The term of this Agreement shall begin September 1, 2019 and continue in full force and effect until August 31, 2020, unless terminated earlier as provided herein.

**RECIPROCAL USE**

2. **BY THE SCHOOL DISTRICT:** The Town agrees to permit the use of the following snow removal equipment by the School District: a loader with snowplow, a backhoe, a mini-loader, a sidewalk plow and a trailer on the following conditions:

- A. The School District shall be responsible to ensure that all equipment is operated only by its employees and that all users shall have a current valid Commercial Driver License, minimum Class B, and any other certification required by local, state or federal law or regulation to safely operate the machinery. The School District shall be responsible for ensuring that any user has sufficient training to operate the equipment safely.
- B. The Town's own use of any of its equipment shall continue to have priority. Prior to use the School District shall contact the Department of Public Works Director. Upon request for use by the School District the Town will at its sole discretion determine if the equipment is available during the requested time. The School District may use the plow only when not needed by the Town and shall return the plow immediately upon request by the Town;
- C. The use of Town equipment by the School District under this agreement shall be limited to the Districts use on school premises;
- D. The School District agrees it will be responsible for the cost of any repairs or replacement necessitated by its use of the equipment or for damage to any equipment that occurs while the equipment is in its control regardless of whether such costs are covered by insurance.

3. BY THE TOWN In exchange for the terms set forth in paragraph 2 above, the School District agrees to permit the use of its lawn care equipment by the Town on the following conditions:

- A. The Town shall be responsible to ensure that all equipment is operated only by its employees and that all users have sufficient training to operate the equipment safely.
- B. The School District's own use of any of its equipment shall continue to have priority. Prior to use the Town shall contact [NAME] at [DEPT]. Upon request for use by the Town, the School District will, at its sole discretion, determine if the equipment is available during the requested time. The Town may use the lawn equipment only when not needed by the School District and shall return the equipment immediately upon request by the School District;
- C. The use of lawn equipment by the Town under this agreement shall be limited to the use on Town property;
- D. The Town agrees it will be responsible for the cost of any repairs or replacement necessitated by its use of the lawn equipment or for damage to any equipment that occurs while the equipment is in its control regardless of whether such costs are covered by insurance.

#### INSURANCE AND INDEMNIFICATION

4. The School District shall indemnify and hold the Town, its agencies, officials and employees harmless from all claims, liability, causes of action at law or in equity, damages, penalties, loss or expenses, including but not limited to bodily injury, illness, death or property damage that the Town becomes legally obligated to pay, as a result of claims, demands, costs or judgments, against the Town arising from this Agreement, due to negligence, fault or misconduct by the School District. The School District shall not be obligated to indemnify the Town for liability for any action for which the Town, its agencies, officials or employees may be strictly liable.

5. The Town shall indemnify and hold the School District, its agencies, officials and employees harmless from all claims, liability, causes of action at law or in equity, damages, penalties, loss or expenses, including but not limited to bodily injury, illness, death or property damage that the School District becomes legally obligated to pay, as a result of claims, demands, costs or judgments, against the District arising from this Agreement, due to negligence, fault or misconduct by the Town. The Town shall not be obligated to indemnify the School District for liability for any action for which the School District, its agencies, officials or employees may be strictly liable.

6. The School District and the Town presently each maintain insurance coverage through PRIMEX and shall continue to throughout the term of this contract.

In the event either party ceases to participate in PRIMEX it shall provide, maintain, and present proof of insurance for the duration of the contract to the other party demonstrating all required insurance coverages listed below in stated amounts as set forth below. If not through PRIMEX, such coverage shall be written with an insurance carrier licensed to do business in the State of New Hampshire, listed with A.M. Best as no less than A-rated. Each party shall provide Certificates of Coverage for all coverages upon request. Coverage provided by the policies shall not be reduced or canceled without thirty (30) days advance written notice given to the other party. Notwithstanding the above, in the event of cancellation for non-payment of premium or another event for which coverage may be terminated on 10 days' notice to the policyholder, no less than 10 days advance written notice shall be given to the Town.

If either party obtains coverage other than through PRIMEX, it will include the other party as an additional insured.

- a) Comprehensive General Liability, including Completed Operations Coverage - \$1,000,000 per occurrence/\$3,000,000 aggregate.
- b) Motor Vehicle Liability - \$1,000,000 combined single limit. Coverage must include all owned, non-owned and hired vehicles.
- c) Workers Compensation on all workers providing services under this Agreement; Employer's Liability with limits no less than \$100,000/ \$500,000/\$100,000.
- d) Errors and Omissions/Professional Liability - \$1,000,000 per occurrence/ \$2,000,000 aggregate.

#### TERMINATION

7. Either party may terminate this Agreement prior to the expiration date with thirty (30) days-notice to the other or, immediately for cause. For the purpose of this Agreement cause shall be defined as a violation of the terms of this Agreement; the gross negligence or misconduct by the other party or its employees or agents including violation of Town or District policies, or violation of any state, federal or local law.

#### RELATIONSHIP OF PARTIES

8. The Town and the School District intend that their relationship is one of independent contractors under this Agreement and meets all the requirements of an independent contractor under RSA 275:4, II, 281-A:2, III and RSA 282-A:9, III. Neither party is to be considered an agent or employee of the other for any purpose and neither is entitled to any of the benefits are provided to employees.

#### COMPLIANCE & SUPPLEMENTAL TERMS

9. The Town and the School District each agree to comply with all local, state and federal laws and regulations applicable to its services under this Agreement.

#### MODIFICATION/NO WAIVER

10. The provisions hereof constitute the entire Agreement between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions under this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as a continuing waiver of any of said terms and conditions or the right to enforce any prior or subsequent breach thereof.

NOTICES

11. Operational matters related to the services to be provided under this Agreement shall be made between the supervisory staff of the Town Department of Public Works and the Superintendent of the School District. Legal matters that relate to this Agreement shall be communicated as follows:

	If to the School Department :	If to Town:
NAME:	_____	_____
TITLE:	_____	_____
ADDRESS:	_____	_____
	_____	_____
TELEPHONE:	_____	_____
EMAIL:	_____	_____

MEDIATION AND GOVERNING LAW

12. The parties each agree that this Agreement is intended to be mutually beneficial and that in the event of a dispute each party agrees to make every effort to resolve the dispute amicably. In the event a dispute arises which the parties are unable to resolve on their own, the parties each agree that they will engage in mediation prior to seeking any enforcement action and any costs of such mediation shall be shared equally.

13. This Agreement shall be governed by the laws of the State of New Hampshire and any disputes that are unresolved by the informal or formal mediation process described herein may be submitted to the Grafton County Superior Court.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF ASHLAND

ASHLAND SCHOOL DISTRICT

\_\_\_\_\_  
Frances Newton Chair, Board of Selectmen

\_\_\_\_\_  
Kathleen DeWolfe Vice Chair, Board of Selectmen

\_\_\_\_\_  
Casey Barney, Board of Selectmen

\_\_\_\_\_  
Leigh Sharps, Board of Selectmen

\_\_\_\_\_  
Eli Badger, Board of Selectmen





## Town of Ashland Board of Selectmen Agenda Report

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**Date:** August 14, 2019

**To:** Board of Selectmen

**From:** Town Manager

**Subject:** Purchase Power Agreement between Squam River Hydro and Ashland Electric

**Recommended motion:** *To terminate the Purchase Power Agreement between Squam River Hydro, LLC, and the Town of Ashland Electric Department.*

**Background:** Ashland Electric has a hydro power purchasing agreement with Squam River Hydro, LLC, that is above and beyond the power need for the town. As subsequent from this agreement, in 2018, the department purchased 19.55% energy excess than it sold. By terminating the power purchasing agreement with Squam River Hydro the department should have significant savings for the upcoming calendar year – estimate savings to be \$100,000 annually. Furthermore, by leaving this agreement Ashland Electric does not face a financial penalty nor is there a significant financial benefit for staying, as since the generation of this power is from “run of the river” (no pooling) Ashland does not receive capacity and/or transmission benefits.

**Fiscal Impact:** estimate savings \$100,000 annually

**PURCHASED POWER AGREEMENT**

**BETWEEN**

**Squam River Hydro, LLC**

**AND**

**TOWN OF ASHLAND ELECTRIC DEPARMENT**

THIS PURCHASED POWER AGREEMENT ("Agreement") is made and entered into as of January 1, 2012 by and between Squam River Hydro, LLC ("Seller") formerly known as the L.W. Packard Woolen Mill, Known as the Grist Mill and the Town of Ashland Electric Department ("Buyer").

**WHEREAS**, Seller owns a hydro-electric facility in Ashland, New Hampshire (the "Facility") and desires to sell the net output of electricity from the Facility to Buyer;

**WHEREAS**, Buyer is a New Hampshire municipal utility, which provides retail electric service in Ashland, New Hampshire; and

**WHEREAS**, Seller seeks to sell, and Buyer seeks to purchase, electric power on a wholesale basis for use by Buyer in the operation of its municipal electric utility.

**NOW, THEREFORE**, in consideration of the premises and of the mutual obligations and undertakings set forth herein, the parties agree as follows:

1. Term: This Agreement shall become effective on January 2, 2012 (the "Commencement Date") unless the parties shall agree otherwise in writing, and shall have an initial term of one year. The Agreement shall automatically renew for successive one year terms unless terminated during any such successive one year terms by either party with ninety (90) days written notice or as set forth in Section 3(c) of this Agreement. The applicable provisions of this Agreement shall continue in effect after the termination of this Agreement to the extent necessary to provide for final billing and billing adjustments, but all such billing and billing adjustments shall be made not later than six months following the termination of this Agreement. If information necessary to provide for any final billing or billing adjustment remains unavailable at the end of such six month period, such final billing or billing adjustments shall be made based on the good faith estimates of the parties.

2. Power Purchase

a. Commencing on the Commencement Date, Seller shall sell and Buyer shall purchase from Seller all of the electricity produced by the Facility as measured at the meter located on Seller's property. Seller shall provide Buyer with prompt written notice of any material change in its ability to generate Power during the time this Agreement is in effect.

b. Buyer shall purchase the Power at a purchase price of \$.085 per kilowatt-hour ("kWh") (the "Purchase Price").

c. Seller's obligation to sell the Power provided for in Section 2(a) shall be excused only to the extent that, and for the period during which, such performance is prevented by Force Majeure affecting Seller.

3. Billing and Payment

a. Seller shall render a bill to Buyer reflecting the amount of Power delivered to it (the "Invoiced Quantity") for the prior calendar month by the tenth (10) day of the following month (the "Invoiced Amount"). Buyer shall calculate the amount of payment due by multiplying the Invoiced Quantity by the Purchase Price.

b. Bills may be based in whole or in part upon estimates. All amounts due which remain unpaid after the Due Date and through the end of the following calendar month shall bear interest at the annual rate of eighteen percentage points (18%). If any bill remains unpaid thereafter, any amounts due shall be subject to an additional amount of interest at one and a half (1.5) percentage points for each month that the bill remains unpaid.

c. Seller shall have the right to terminate this Agreement if any bill remains unpaid sixty (60) days from the Buyer's receipt of the bill. Seller shall provide Buyer with five (5) days written notice of its intent to terminate the Agreement based on Buyer's non-payment.

4. Liability, Indemnification, and Insurance

a. Nothing in this Agreement shall create any duty, standard of care, or liability to, or any right in, any person not a party to it. Neither party shall be liable to the other party for any consequential or punitive damages.

b. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party") (including its corporate parent, corporate subsidiaries, affiliates, agents, officers, directors, employees, successors, and assigns) from and against any damages or losses whatsoever, including but not limited to damages resulting from the willful misconduct or gross negligence of the Indemnifying Party, suffered by the Indemnified Party by reason of personal injury, death or damage to property directly or indirectly caused by, arising out of, sustained on, or in any way connected with the Indemnifying Party's use or operation of its own facilities in the performance of this Agreement, except that each party shall be solely responsible for, and shall bear all costs arising from, any such injury, death, or damage to third

parties caused by or claimed to have been caused by the actions of the applicable party's own employees or contractors covered by any workers' compensation law.

5. Laws, Regulations, Orders, Approvals, Permits and Taxes. This Agreement is made subject to all applicable present and future local, state, and federal laws and to the regulations or orders of any local, state, or federal regulatory authority having jurisdiction over the matters set forth herein, and performance hereunder is conditioned upon securing and retaining such local, state, and federal approvals, grants, or permits as may from time to time be necessary with respect to such performance. Both parties agree to use their respective best efforts to secure and retain all such approvals, grants, and permits.

6. Minimum Damages. In the event that Seller terminates this Agreement as provided for in Section 3(c), Seller shall be entitled to minimum cover damages ("Minimum Damages"). Such Minimum Damages shall be equal to the amount to cover fully the difference (where negative) between the amount received by Seller for the resale of the Power purchased for Buyer and the price that Buyer would have paid for such Power if the Agreement had not been terminated. The amount determined to be due and payable hereunder as Minimum Damages shall bear interest at the annual rate of two percentage points over the prime rate as published in the Wall Street Journal through the date of payment by Buyer.

7. Remedies. Subject to the provisions of Article 7 hereof, upon either party's failure to perform any obligation of this Agreement, the other party, in addition to the rights described in specific sections of this Agreement, and except to the extent specifically limited by this Agreement, may exercise, at its election, any rights and claim and obtain any remedies it may have at law or in equity including, without limitation, compensation for monetary damages, injunctive relief and specific performance.

8. Assignment. The rights and/or obligations of a party under this Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. Interpretation. The interpretation and performance of this Agreement shall be in accordance with, and controlled by, the laws of the State of New Hampshire.

10. Force Majeure.

a. "Force Majeure" shall mean any cause beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure, including, without limitation, storm, flood, lightning, drought, earthquakes, hurricane, tornado, landslide, fire, epidemic, war, riot, sabotage, explosions, civil disturbance, labor dispute, act of God or the public enemy, action of a court, public authority or governmental entity, change in law, or inability to obtain necessary regulatory approvals. Notwithstanding the foregoing, none of the following shall constitute Force Majeure hereunder: (i) the inability of a party to obtain financing at any time or from time to time; (ii) the failure or inability of a party to realize a profit or avoid a loss attributable to the performance of its obligations or the exercise of its rights under this Agreement; or (iii) the failure or inability of Buyer to use or resell the power made available to it by Seller.

b. A party shall be excused from performing under this Agreement, to the extent and for the period that the party's inability to perform is caused by a Force Majeure, provided that the nonperforming party promptly gives the other party written notice describing the particulars of the Force Majeure, and that the nonperforming party shall exert its best efforts to resume performance hereunder within the earliest practicable time following any such Force Majeure. A Force Majeure shall not excuse the obligations of either party under the indemnification provisions of Article 5.

11. Severability of Provisions. If any one or more provisions contained herein shall be finally determined by any court of competent jurisdiction to contravene, or be invalid under, any applicable provision of law, or shall at any time fail to be effective or operational for any reason other than a default under this Agreement, including without limitation disallowance or invalidation by any regulatory authority having jurisdiction over the matters contained in the Agreement, such contravention, invalidity, disallowance, or failure to be effective or operational shall not invalidate this entire Agreement, but such provision or provisions shall be severed from this Agreement, and the Agreement shall be construed as if not containing such provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly; provided, however, that no new obligation shall thereby be imposed on either party. The parties will negotiate in good faith to provide a substitute for such severed provision or provisions, but no such substitute shall be binding on either party unless set forth in a written document executed and delivered by each of the parties to this Agreement and filed with and accepted for filing by such regulatory authorities as have jurisdiction.

12. Miscellaneous.

a. Each party shall execute and deliver to the other party any documents reasonably required to implement any provision hereof.

b. Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original.

c. This Agreement may be modified only by an instrument in writing signed by duly authorized representatives of all of the parties hereto.

d. Delay or failure of either party to enforce all or part of any provision of this Agreement, or to require performance by the other party of all or part of any provision hereof, shall not be construed as a waiver of such provision, or any other provision, or affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision.

e. All written notices or requests (including without limitation bills rendered pursuant to Section 3(b) shall be deemed to have been given or made when delivered by mail, similar private carrier, telecopy, or other electronic means, to a party at the address shown below its name on the signature page hereto, or to such other address as may be hereafter designated in writing by such party to the other party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective authorized officers as of the date first written above.

SQUAM RIVER HYDRO, LLC

TOWN OF ASHLAND ELECTRIC  
DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Andrew P. Lane

Name: \_\_\_\_\_

Title: Manager

Title: \_\_\_\_\_

Address: 4 Birch St.  
Suite 205  
Derry, NH 03038

Address: 6 Collins Street  
Ashland, NH 03217

**Town of Ashland  
Board of Selectmen  
Agenda Report**

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**Date:** Monday August 19<sup>th</sup>, 2019  
**To:** Board of Selectmen  
**From:** Town Office  
**Subject:** Architecture and Engineering Qualifications for Feasibility Report of the former L.W. Packard Mill Building, Ashland, NH

**Recommended motion:**

*To enter into an agreement with Warrenstreet Architects for a feasibility report on the former L.W. Packard Mill building and have the Town Manager sign the agreement on behalf of the town.*

**Background:**

- In conjunction with the Lakes Region Planning Commission (LRPC) and the NH Dept. of Environmental Services (NHDES) the Town of Ashland completed a Phase I and II Environmental Site Assessment on the L.W. Packard Mill Building. The feasibility grant, which was awarded by the state in May 2019, will be used to finance the next step in the project to determine the feasibility of rehabilitation of the property.
- Warrenstreet Architects have assembled engineering teams including: Nobis Engineering, civil engineers and TF Moran, structural engineers. All of these groups will work together to assess the conditions and list the hardships that may be encountered with developing the Mill Building.
- This project is funded under a Community Development Block Grant (CDBG) from Community Development Finance Authority (CDFA).
- After revision of the site, Warrenstreet will help list potential future sources of funding for development, unless it is deemed unfit for redevelopment.
- Warrenstreet Architects deliverables:
  - Written report and documentation including photos and notes from the site visit
  - 1 site visit and 1 presentation to the Town of Ashland
  - Anticipated completion is 8 weeks from signing of the contract, work can start immediately

**Fiscal Impact:** no taxation; \$12,000 CDBG/CDFFA feasibility grant approved by the state

# WARRENSTREET ARCHITECTS

August 6, 2019

Charles Smith, MPA  
Town Manager  
Town of Ashland  
20 Highland Street  
P.O. Box 517  
Ashland, NH 03217  
Phone: (603) 968-4432

c/o Ms. Donna Lane, CDBG Consultant

**Re: Architecture and Engineering Qualifications  
Feasibility Report for the Former FW Packard Mill Building, Ashland, NH**

Dear Ms. Lane and the Town of Ashland,

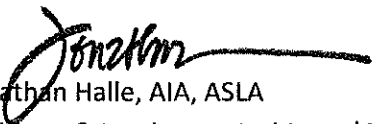
It is with great interest and pleasure that we provide the Town of Ashland with a Design Services Qualifications relative to this project. With tremendous enthusiasm, Warrenstreet has been providing Planning, Architecture, Landscape Architecture and Interior Design Services for an array of projects in and around New England for more than 29 years. We pride ourselves on thoughtful planning, innovative design, and above all... respectful collaboration. Our unique employee-owned cooperative business structure, cooperation being the foundation, is a testament to our commitment to an imaginative and personable approach to the design process. For the purposes of this Proposal we have assembled the following Team for your consideration:

- **Nobis Engineering / Civil Engineers.**
- **TF Moran / Structural Engineers.**

Warrenstreet is confident that this Team will deliver exceptional services, with the goal of working together to seek an innovative and responsible design solution for the scope of work to be undertaken. We are attentive problem solvers and we feel we are uniquely qualified to provide the Community of Ashland with our valued-added design process. We are excited about the opportunity of working with the Town of Ashland and sincerely appreciate your consideration. Please do not hesitate to call if you have any questions. Thank You!

Respectfully,

**WARRENSTREET ARCHITECTS, INC.**



Jonathan Halle, AIA, ASLA  
Architect & Landscape Architect / Managing Member

Encl.



## PROJECT UNDERSTANDING

The Warrenstreet Team has visited the site and has developed a preliminary understanding regarding the required scope of work and potential hardships associated with the development of the existing Mill Building. Our understanding of the Tasks to be Completed are as follows:

- **The project is funded through a Community Development Block Grant from the Community Development Finance Authority under the provisions of, and subject to the requirements, of Title I of the Housing and Community Development Act of 1974, as amended.**
- **Warrenstreet (Architecture and Code), TF Moran (Structural), and Nobis Engineering (Civil) will visit the site and make a visual assessment of the existing conditions and develop a list of hardships that may be encountered with the development of the property.**
- **Warrenstreet will make a recommendation for potential uses of the property and list potential funding sources for any development, and if the property is deemed unfit for redevelopment Warrenstreet will make note of the hardships.**

It is our understanding that this project will be governed by the following State and Local codes:

- **2009 International Building Code (IBC),**
- **2009 International Energy Code,**
- **2009 NFPA Fire Code 1,**
- **2015 NFPA Life Safety Code.**

Product:

- **Deliverable: Written Report and documentation including photographs and notes from site visit.**
- **Anticipated Meetings: (1) site visit and (1) presentation to the Town.**
- **Schedule: (8) weeks from contract signature.**

## WORK EXCLUDED

The following scopes of work have been assumed unnecessary or outside of the required services for this project at this time. Should any of these services be required they will be handled as an additional service outlined below.

- **Any architectural design,**
- **All Engineering including structural, environmental, civil, mechanical, electrical, plumbing,**
- **Permitting,**
- **Third Party Code Review,**
- **Boundary and Topographic Surveying,**
- **Traffic Study,**

- Geotechnical Borings,
- Fire Protection Engineering.
- Archeological Study,
- "LEED" Green Building Certification,
- Environmental/Wetland Delineation,
- Cost Estimating,
- Site Specific/ Alteration of Terrain Permitting,
- Act250 Review,
- Historic 106 Review,
- Building Systems Commissioning,
- CON Consultant (Certificate of Need),
- Acoustical Engineering,
- Security Systems Design,
- Hazardous Material Assessments/ Industrial Hygienist,
- ICC Special Inspections,
- Post Construction As-built Drawings,
- Post-Construction Completion Assessments.

The following items are the Responsibility of the Town of Ashland (Owner):

- Printing costs during design effort beyond the deliverables listed above;
- All permitting related fees and related application expenses;
- Site investigations for ledge, soil compaction and other geotechnical considerations;
- All legal documentation required for the project (ie. Title, Financing, etc).

The following items are the Responsibility of the Others (Contractor):

- Coordination of warranties and manuals,
- All construction related Fees and Permits,
- As-Built Drawings,
- Printing Costs of documents for Permitting and Construction.

## ADDITIONAL SERVICES

Additional services, including further design efforts and reimbursable expenses will only be provided per subsequent agreement and written authorization of the Town of Ashland. There are other services that may or may not be required of this project, that are not part of this base proposal.

As a value-added services, and as further described within this scope of work, WARRENSTREET can provide these services as an additional service:

- **Startup assistance,**
- **Record drawings,**
- **Warranty review,**
- **Administration of building commissioning (performance meeting) if applicable,**
- **Post contract evaluation as requested.**

## DESIGN FEE INVESTMENT

Warrenstreet is capable of starting work on this project immediately and meeting the scope and schedule as represented for this project. Warrenstreet proposes completing Phases I and II on an hourly basis, once the scope of work has been defined, an accurate lump sum agreement will follow which will include a mutually agreeable scope of work. We propose the following fee structure:

- **Lump Sum \$10,000.00 (Ten Thousand Dollars Even)**

Fees will be billed on a monthly basis as a percentage of the work completed or by task identified above. Reimbursable expenses are included in the above Professional Fees and shall include direct expenditures made in the interest of the project such as travel, mileage, reproduction of drawings and reports, photography, postage, delivery charges, faxes, digital data discs and consultant fees, and will be billed against the not to exceed allowance above.

## WORK PROGRAM AND SCHEDULE

Work will start upon receipt of signature of the contract, expected within 30 days. Each phase and task is contingent upon the approval of the preceding tasks. All design Work is expected to be complete in 16 weeks. The Town of Ashland acknowledges that the Schedule may need to be adjusted to meet certain approval and review meeting dates which are not determined at this time. The Town of Ashland understands that Warrenstreet has no control over the approvals of the project and that delays in approvals will further delay any subsequent tasks to be undertaken. These delays and extensions beyond that estimated at this time may require additional compensation.

- A Notice to Proceed is expected within **(30) days** from this proposal date,
- All design work in this contract is expected to be completed in **(8) weeks**.

## SIGNATURE

This proposal and fee is binding for 30 calendar days. The signature below is duly authorized to bind Warrenstreet Architects, Inc to this agreement. If the Scope of Services, Schedule, Fee, General Terms and Conditions and Rate Schedule meet with your approval, please sign below and return one copy to the office of Warrenstreet. This signed agreement will constitute a contract and will act as notice to proceed.

Respectfully,

**WARRENSTREET ARCHITECTS, INC.**



Jonathan Halle, AIA, ASLA  
Architect & Landscape Architect  
Managing Member

Attachment –Hourly Rate + Reimbursable Schedule and Contract General Terms and Conditions.  
Attachment - CDBG funded A/E non-construction agreements

APPROVED FOR/ BY:

**Town of Ashland**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

**Billing Information**

**Name of Contact:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

# WARRENSTREET ARCHITECTS

## Warrenstreet Personnel Hourly Rates

Revised 2019

Project Architect - I	\$180.00/hr
Project Architect- II	\$160.00/hr
Technical Director /Architect	\$100.00/hr
Project Manager	\$100.00/hr
Interior Designer	\$ 90.00/hr
Office Manager	\$ 90.00/hr
Intern Architect/Cad Production I	\$ 70.00/hr
Graphic/ Clerical Support	\$ 70.00/hr

## Warrenstreet Reimbursables/ Direct Expenses

Mileage	\$.64/mile
UPS/Federal Express, Postage	Cost + 10%
Postage	Cost + 10%
Lodging/Meals	Cost + 10%
Miscellaneous Supplies	Cost + 10%
Cad Plotting- Bond	24" x 36" / \$2.00 + 30" x 42" / \$2.50 + 11" x 17" / \$.50
Cad Plotting - Mylar	24" x 36" / \$12.50 + 30" x 42" / \$15.00
Cad Plotting – Pres. Color	24" x 36" / \$15.00 + 30" x 42" / \$20.00
Cad Plotting – Coated Color	24" x 36" / \$20.00 + 30" x 42" / \$25.00
Presentation Foam Board White	24" x 36" / \$4.00 + 30" x 42" / \$6.00
Presentation Foam Board Black	24" x 36" / \$8.00
Xerox copying	8 1/2" x 11" / \$0.10 + 11" x 17" / \$.20
Color Xerox copying	8 1/2" x 11" / \$.50

Additional Services requested after the initial contract signature will be marked up (10) ten percent for coordination and administrative overhead.

# **STANDARD DESIGN SERVICES GENERAL TERMS & CONDITIONS**

- Revised 2019
- Additional revisions made by request of the client on 8/2/2019. Sections removed have been struck through, additions have been italicized and underlined.

## GENERAL UNDERSTANDINGS

**PARTIES TO THIS AGREEMENT** - This Agreement for professional services has been entered into (See Date on Scope of Services letter) by Warrenstreet Architects, Inc with various consultants identified in the Scope of Services Letter, and a party identified as the CLIENT on the Scope of Services Letter attached. Wherever used herein, the term Consultant and/or Contractor shall mean Warrenstreet Architects, Inc (WAI), a professional corporation rendering professional architectural services. The term Contractor does not imply that WAI is engaged in providing construction contracting work, nor is WAI responsible in any way for the construction means, methods, procedures, techniques or sequences nor for any aspect of jobsite safety. These duties are and shall remain the sole responsibility of the construction General Contractor.

**ENTIRE AGREEMENT** - This Agreement, comprising the scope of services letter and pages 1 through 5, herein, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

**ASSIGNMENT** - Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to Sub-Consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

**GOVERNING LAW AND JURISDICTION** - The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of New Hampshire. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in New Hampshire.

**ADDITIONAL SERVICES** - The Consultant shall provide, without advance authorization from the Client, the Additional Service(s) listed below. The Consultant shall notify the Client promptly in writing upon providing such services: 1. Services made necessary by the default of the Contractor or Client under the Contract for Construction or by deficiencies, defects or delays in the Work by the Contractor.

**INSURANCE** - During the term of this Agreement, the Consultant agrees to provide evidence of insurance coverage as attached hereto. The Consultant agrees to attempt to maintain professional liability coverage for the period of design and construction of the Project, and for a period of one (1) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

**CADD AND ELECTRONIC FILES** - The Client acknowledges the Consultant's drawings and specifications, including all documents on electronic media, as instruments of the Consultant's professional service. Nevertheless, the drawings and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make or permit to be made any modification to the drawings and specifications without the prior written authorization of the Consultant. The Client agrees to waive any claim against the Consultant arising from any unauthorized transfer, reuse or modification of the drawings and specifications. The Client and the Consultant agree that any electronic files furnished by either party shall conform to the specifications. Any changes to these specifications by either the Client or the Consultant are subject to review and acceptance by the other party. Additional efforts by the Consultant made necessary by a change to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of three (3) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed or sealed hard-copy construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern. ~~In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and Sub-Consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any transfer or reuse of the electronic files without the prior written consent of the Consultant.~~ Under no circumstances shall delivery of the electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for any loss of profit or any consequential damages as a result of the Client's use or reuse of the electronic files.

**STATUTES OF REPOSE AND LIMITATION** - All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Consultant's services are completed or terminated.

**NOTICES** - Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by certified U.S. Mail. All notices shall be deemed delivered by the methods specified to the address listed in this Agreement. Either party may change its address or FAX number by giving the other party notice of the change in any manner permitted by this Agreement.

**SEVERABILITY** - Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

**STANDARD OF CARE** - In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

**SUSPENSION OF SERVICES** - If the Project or the Consultant's services are suspended by the Client for more than ~~thirty (30)~~ forty five (45) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client. Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. In the event the Client has paid a retainer to the Consultant, the Consultant shall be entitled to apply the retainer to cover any sums due from the Client up to the date of suspension. Prior to resuming services after such suspension, the Client shall remit to the Consultant sufficient funds to replenish the retainer to its full prior amount.

**TERMINATION** - In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. The Client may terminate this Agreement immediately in the event of the Consultant committing an act of misconduct, which is defined herein as a violation of a policy of the Town of Ashland or a violation of any state or federal law. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons: 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party; 3. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**DELAY** - In the event of delay that is not the contractor's fault, such as: labor disputes, natural disasters, fires, riots, war or other emergencies or acts of god, failure of a government agency to act in a timely manner or failure of performance by the client's contractors or consultants, or discovery of hazardous substances or differing site conditions; requiring an increase in cost or time required for the Consultant to perform it's services, the consultant shall be entitled to an equitable adjustment in the schedule and/or compensation.

**TIMELINESS OF PERFORMANCE** - The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

**CERTIFICATIONS, GUARANTEES, AND WARRANTIES** - The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

**EXECUTION OF DOCUMENTS** - The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, ~~in the sole judgment of the Consultant,~~ increase the Consultant's risk or the availability or cost of its professional or general liability insurance.

**CONSEQUENTIAL DAMAGES** - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or Sub-Consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**DELAYS** - The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

**LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed Fifty Thousand Dollars (\$50,000), or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**CORPORATE PROTECTION** – It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a (insert State) corporation, and not against any of the Consultant's individual employees, officers or directors.

**MEDIATION** - In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, Sub-Consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

**TIME BAR TO LEGAL ACTION** – All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after Two (2) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

**REQUESTS FOR CLARIFICATION OR INTERPRETATION** - The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

**TESTING LABORATORY SERVICES** – When applicable and identified in writing, it is acknowledged that the Consultant has been requested by the Client to subcontract certain laboratory testing services on behalf of the Client. The Consultant agrees to do so in reliance upon the Client's assurance that the Client will make no claim or bring any action at law or in equity against the Consultant as a result of this subcontracted service. The Client understands that the Consultant has not performed any independent evaluation of the testing laboratory's data and the Client shall not rely upon the Consultant to determine the quality or reliability of the testing laboratory's reports. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by (name of lab) except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of the Consultant.

**OWNERS CONSULTANTS** - The Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client. The Consultant shall not be required to check or verify other consultants' construction documents or reports and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents or reports with applicable laws, codes, statutes, ordinances and regulations. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Client. The Client further agrees to require all other consultants engaged by the Client to coordinate their construction documents or reports with those of the Consultant, to promptly report any conflicts or inconsistencies to the Consultant and to cooperate fully with the Consultant in the resolution of those conflicts or inconsistencies. It is further agreed that the Consultant shall coordinate the construction documents or reports of the professional consultants listed above but only for conformance with the design concepts and information as expressed in the construction documents prepared by the Consultant. The Client agrees to require all other consultants engaged by the Client to cooperate fully with the Consultant in the resolution of any conflicts or inconsistencies discovered.

The Contractor acknowledges and understands that the Contract Documents may represent imperfect data and may contain errors, omissions, conflicts, inconsistencies, code violations and improper use of materials. Such deficiencies will be corrected when identified. The Contractor agrees to carefully study and compare the individual Contract Documents and report at once in writing to the Owner any deficiencies the Contractor may discover. The Contractor further agrees to require each subcontractor to likewise study the documents and report at once any deficiencies discovered. The Contractor shall resolve all reported deficiencies with the Consultant prior to awarding any subcontracts or starting any work with the Contractor's own employees. If any deficiencies cannot be resolved by the Contractor without additional time or additional expense, the Contractor shall so inform the Owner in writing. Any work performed prior to receipt of instructions from the Owner will be done at the Contractor's risk.

**PAYMENT DUE** - Invoices shall be submitted by the Consultant monthly, upon completion of each phase, are due upon presentation and shall be considered past due if not paid within Thirty (30) calendar days of the due date.

**INTEREST** - If payment in full is not received by the Consultant within Thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

#### **REIMBURSABLE SCHEDULE**

Professional Fees are based on hours actually expended at standard hourly rates plus reimbursable expenses and consultant fees. Hourly rates are based upon salary costs (wage rate plus a percentage to cover statutory and customary fringe benefits) times a factor of 2.7. Unless otherwise stated, the Fee does not include the cost of reimbursable incurred as a direct expense to the project. Reimbursables shall include mileage, reproduction, printing, photography, and general administrative office expenses. Professional fees will be billed on a monthly basis in proportion to the work completed and reimbursable expenses will be billed as incurred based on the attached Schedule.



**COLLECTION COSTS** - If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

**SUSPENSION OF SERVICES** - If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon Ten (10) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**TERMINATION OF SERVICES** - If the Client fails to make payment to the Consultant in accordance with the payment terms herein, such failure, after notice of the deficiency and a thirty (30) day opportunity to cure, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

**SATISFACTION WITH SERVICES** - ~~Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.~~

**PAYMENT TERMS** - The Sub-Consultant shall submit invoices monthly to the Consultant, who shall review them promptly. The Consultant shall either approve these invoices or notify the Sub-Consultant of any invoices not approved. The Consultant and Sub-Consultant shall confer and attempt to resolve such disputed invoices. The Consultant shall promptly invoice the Client for the Sub-Consultant's service in accordance with the billing terms of the Consultant's agreement with the Client and shall use reasonable and diligent efforts to collect payment from the Client. The Consultant shall pay the Sub-Consultant within ten (10) calendar days after receiving payment from the Client. Regardless of whether or not the Client pays the Consultant in full, the Consultant shall pay the Sub-Consultant for all undisputed invoices within a reasonable period of time after the completion of the Sub-Consultant's services under this Agreement. If payment is not received by the Sub-Consultant for undisputed invoices within ten (10) calendar days after the Client pays the Consultant for such services, or within forty-five (45) calendar days after the Sub-Consultant submits its invoices for such services, whichever occurs first, then such invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the tenth or forty-fifth day, as above, whichever occurs first. Payment to the Sub-Consultant shall first be applied to accrued interest and then to the unpaid principal.

**ATTORNEYS' FEES** - ~~In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.~~

**COLLECTION COSTS** - In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant in connection therewith and, in addition, the reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed according to the Consultant's prevailing fee schedule and expense policies.

**END**

## ATTACHMENT FOR CDBG FUNDED ARCHITECTURAL/ENGINEERING AND OTHER NON CONSTRUCTION AGREEMENTS

The contractor shall not employ, or permit any subcontractor to employ, any elected state official or state employee to work on this project.

The contractor shall comply, and shall require any subcontractors to comply, with the following federal and state laws and all applicable standards, rules, orders or regulations issued pursuant thereto:

1. ~~Lead Paint Poisoning and Prevention Act (24 CFR 35 and 42 U.S.C. 4821, et seq.) and NH State laws and rules (RSA 130-A and Chapter He-P-1600)~~
2. Sanctions and Penalties (24 CFR 85.36(i)(1)) (applicable for contracts in excess of \$2,000) The municipality/county may terminate this agreement and impose appropriate sanctions and penalties if the contractor violates or breaches any of the agreement terms.
3. Termination of Cause/Convenience (24 CFR 85.36 (i)(2)) The municipality/county shall have the right at any time, for any reason whatever, to interrupt and terminate any part or all of the work or services required of the contractor under this Agreement with a ten (10) day written notice of such interruption or termination transmitted to the contractor by the municipality/county. Interruption of any part of all of the required work or services in excess of six months shall be considered termination. In the event of termination of any part or all of this agreement, without fault on the part of the contractor, the contractor shall be entitled to a pro-rata compensation for all work performed to the satisfaction of the municipality/county and pursuant to this agreement. In order that the contractor shall receive payment under termination notice of any part of the work, all plans, drawings, survey results, tracings, field notes, estimates, specifications, proposals, sketches diagrams, and calculations, together with all other materials and data collected or prepared in connection with this agreement shall be first transmitted to the municipality/county in a form acceptable to both parties.

Termination for cause. Events of default: Any or more of the following acts or omissions by the contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

1. Failure to perform or complete any of the services as scheduled or as required by this agreement;
2. Failure to maintain the records required hereunder or to permit access thereto;
3. Failure upon the request of the municipality/county to reimburse the municipality/county for payments used by the contractor for expenses other than for the provision of the services;
4. Failure in the performance of any of its remaining obligations hereunder or default in any of the other covenants and conditions of this agreement.

Termination: Upon the occurrence of any Event of Default, the municipality/county shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In such event, all program events and all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports prepared by the contractor shall at the option of the municipality/county become the municipality/county's property and the contractor shall be entitled to receive compensation for any work satisfactorily completed hereunder; provided, however, that the amount of such compensation shall be solely determined by the municipality/county.

Notwithstanding the above, the contractor shall not be relieved of liability to the municipality/county for damages sustained by the municipality by virtue of any breach of the agreement by the contractor, and the municipality/county may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the municipality/county from the contract is determined.

4. Reporting Requirements (24 CFR 85.36(i)(7)) The contractor, at such times and in such forms as the municipality may require, shall furnish the municipality/county such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
5. Patent Rights (24 CFR 85.36(i)(8)) No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by, or on behalf of, the contractor.
6. Copyrights (24 CFR 85.36(i)(9)) No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of, the contractor.
7. Access to Records (24 CFR 85.36(i)(10)) The municipality/county, New Hampshire Community Development Finance Authority, US Department of Housing and Urban Development, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purposes of making audit, examination, excerpts, and transcriptions.
8. Record Retention (24 CFR 85.36(i)(11)) All records in possession of the contractor pertaining to this contract will be retained by the contractor for a period of three (3) years from closeout of this grant by the State.
9. Payments and Allowable Costs (24 CFR 85.22 and OMB A-87) (Excludes Certified Audits)
10. Environmental Compliance (24 CFR 85.36(i)(12)) Contracts must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15) prohibiting the use of facilities included on the EPA list of Violating Facilities, The National Environmental Policy Act of 1969 (Pub. L. 90-190) as amended, the National Historic Preservation Act of 1966 (80 Stat 916, 116 U.S.C. 407), and Executive Order 11593 of May 31, 1971 as specified in 24 CFR 58. See attached Clean Air and Water Provisions.
11. ~~Energy Efficiency (24 CFR 85.36(i)(13)) The project must be in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and the NH State Energy Code (RSA 155-D), applies only to new building construction, additions or major structural alterations due to change in use or occupancy.~~
12. Equal Opportunity [(41 CFR 1.4(a)), Handicap Non-Discrimination (41 CFR 741-4 (a)), Disabled/Vietnam Era Veterans (41 CFR 60-250.4), Women/Minority Owned Business (24 CFR 85.36(e)(2)(vii), Contract Opportunities/Employment/Training (24 CFR 135), and Affirmative Action (41 CFR 60-4.3)] See attached Federal Equal Opportunity and Non-Discrimination Provisions.

13. Nondiscrimination, Title VI of the Civil Rights Act of 1974 (Pub. L. 88-352), as amended, (42 U.S.C. 2000d) the Fair Housing Act of 1968 (Pub. L. 90-284), Executive Orders 11063 and 12259, the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title, and The Age Discrimination Act of 1975 (42 U.S.C. 6101) as amended and implementing regulations.
14. The Copeland "Anti-Kickback" Act, as amended (116 U.S.C. 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60)
15. ~~Labor Standards, Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-7), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). See attached Federal Labor Standards Provisions. Davis-Bacon applies to construction if part of this project and if CDBG funded. Davis-Bacon does not apply to service contracts.~~
16. ~~The Flood Disaster Protection Act of 1973 (Pub. L. 93-234) as amended, regulations issued pursuant to that act, and Executive Order 11985.~~
17. ~~Architectural Barriers Act [(Pub. L. 90-480), (42 U.S.C. Chapter 51) as amended, and the regulations issued to be issued thereunder, including uniform accessibility standards (24 CFR 40) for public buildings with 15 or more residential units, RSA 275-C:10, and the State of New Hampshire Architectural Barrier Free Design Code (Abfd 100, et seq.)]~~
18. ~~Rehabilitation Act of 1973 (29 U.S.C. 794 Sections 503 and 504), Executive Order 11914 and US Department of Labor regulations issued pursuant thereto.~~ Note: Executive Order 11914 was revoked by EO 12250 on 11/2/1980
19. ~~The Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Program (49 CFR Part 24) including amendments thereto and regulations thereunder.~~
20. ~~RSA 354 and Rules of the New Hampshire Human Rights Commission (Hum 100, et seq.) on discrimination in employment, membership, accommodation, and housing.~~
21. ~~The New Hampshire State Building Codes (RSA 155-A) and the rules of the State Fire Marshall (Saf C-6000, et seq.)~~
22. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended by the Housing and Community Development Act of 1992 (42 USC 5301).

Revised per phone conversation with Meena Gyawali @ NH CDFA on 12/5/2017

  
 Jonathan Halle  
 Warrenstreet Architects, Inc

6/17/19  
 Date



## Town Manager Updates – August 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*

**Patron Visits:** 533 people visited the library in July.

**Programs:** The library offered 6 programs, attended by 38 people last month.

**News/Events:** Teen night will be held on Friday, August 23<sup>rd</sup> at 7:00 pm.  
Book Discussion Group will meet on Monday, August 26<sup>th</sup> at 7:00 pm.  
Sensory Playtime for children is held every Friday from 10am-2pm.

“So many books, so little time.” – Frank Zappa

### PARKS & RECREATION – Director Barney

- We have 34 kids signed up for the summer camp. The camp has enjoyed many activities. Lost River, Wellington State Park, Clarks Trading post, Bouncy House in Concord to name a few. I would like to thank The Common Man for donating ice cream for our camp when our kids did their Mardi Gras parade through town. Thank you to DPW Director Craig Moore and the Fire Department for their help during our Messy Olympics!
- The kids that are taking swimming lessons at the beach are making tremendous progress. Thank you, Savannah Thompson, for doing a great job with the kids.
- The beach has been busy with all the warm weather we have been having. There was an incident where the snack shack was broken into so now there are cameras at the beach. They are fixed on the snack shack, the beach, the parking lot, the road and the campground. Please remind people that the speed limit by the beach is 15mph and they must stop for people and kids in the crosswalk.
- New poles were put in at the tennis court to replace the older, rusted, bent poles.

- The final day of summer camp was August 9<sup>th</sup>.
- The final day for the beach to be open was Sunday August 18.

**POLICE DEPARTMENT – Chief Ulwick**



Dispatched Service Calls	399
Incidents	116
Arrests	2
Warrants	1
Accidents	4
Citation/Warnings	38
Parking Tickets	5

- Summer is in full swing and that means an increase in calls for service for the Police Department. With the staffing currently at three (3) full timers (out of 6), we started the summer running thin here. With an increase in calls for service, the result has been a bit of a re-active department for this month.
- Some good news: Sgt Gray has been promoted to Lieutenant, Officer Moretto reached the halfway point in his academy training and is doing very well there and we have started the process to hire a new Sgt to help the strain on the PD.
- The Ashland PD assisted the DEA and other area Police Departments in a Federal Investigation resulting in the removal of a significant amount of suspected fentanyl from the streets. The female involved was arrested on charges of possession with intent to distribute. The Ashland PD, with the assistance of NH Probation and Parole Officers, made another arrest of a transient male that had set up shop in Ashland. This arrest took a large amount of suspected fentanyl off the street of Ashland and this male was charged with possession with intent to distribute as well as being a felon in possession of a dangerous weapon. Even with a staffing strain we are doing the best we can to keep the people of Ashland safe.
- We do ask that the citizens bear with us as we are still short staffed. Every call is important to us and we aim to have the best outcome for all individuals involved, it may just take us a minute to get to you as we are forced to prioritize calls. Thank you for your understanding and cooperation.

**FIRE DEPARTMENT – Chief Heath**



Total Calls	52
Medical Emergencies	31
Fire/Rescue Calls	14
Motor Vehicle	7
Accidents	
Service Calls	0

- The per diem program, approved by voters in March, commenced on July 1<sup>st</sup>. Two dual certified firefighter/EMTs are now on duty from 8am to 5pm every day. During July, the daytime crew responded to 32 of the 52 emergencies for the month. The average response time, (from tone to leaving the station), was 1.5 minutes. There were four ambulance transports for the month.
- The per diem crew has also completed several projects, and daily conduct truck checks, station cleaning, and training.
- Regular department training during July involved gathering information for preplanning target hazards. Monthly truck checks were completed, and EMS training involved a skills review of patient assessment, airway management, cardiac monitoring, spinal immobilization, and splinting.
- We are continuing the process of installing back up cameras on engine 1, ladder 1, ambulance 1, forestry 1, and utility 1.
- The Hazard Mitigation Plan revision was completed, and we are still awaiting final approval by FEMA. The document will come to the Ashland committee for final review and be fully completed by the end of August
- Life Safety Code inspections continue for both assembly and rental occupancies. NFIRS reports for July 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.

### **WATER AND SEWER DEPARTMENT – Superintendent Cross**

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

#### **MAINTENANCE:**

- Meter Repairs
- Assist Electric Department with meter reading
- Mowing and trimming at all Water and Wastewater Facilities
- Two water service turn on
- Assist with grinder pump repair on Squam Shore Drive
- Remove and send out electric motor for Blower #2 for repair
- Repair transmitter at Water Tower after lightning storm
- Install new chemical feed lines at Water Plant

#### **PLANT ACTIVITIES:**

- Complete all permit required lab tests
- Discharge effluent during the week of July 15<sup>th</sup>
- Monthly Bacteria, pH and Alkalinity tests for Water System

## **ELECTRIC DEPARTMENT**

- Responded to four power outages in July.
  - 1) Hicks Hill – tree fell
  - 2) Peppercorn Road – tree fell
  - 3) Main Street – Lightning arrestor blew
  - 4) New Hampton Village Precinct – pole fell
- Responded to six house service calls for; tree trimming, repairs, new service, and temporary service.
- Removed a tree on North Ashland Road
- Removed an old pole on Mill Street – cable/telephone to finalize project after transferring their lines
- New Hampton Village Precinct – Fish Hatchery project; completed the following work. Set two new poles, ran new service wire, transferred transformer, transferred primary, removed old pole, reattached streetlights, re-coordinated fusing back to substation, and removed service wires.

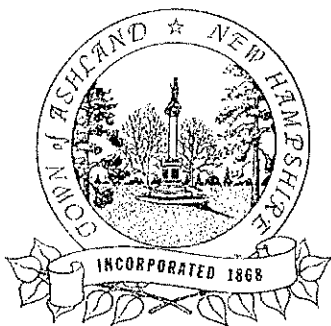
## **TOWN CLERK TAX COLLECTOR – Patricia Tucker**

### **July 2019 Activity**

Tax Collection	\$605,667.84
Town Clerk Collection	\$55,585.21
	(\$15,401.01) paid to MV

- Reminder: The Town Clerk/Tax Collector office hours on Fridays for the months of June, July, and August are 7:30 – 11 a.m. All other hours are the same and subject to change if necessary.





## **Project List – August 2019**

### **ASHLAND PROPERTIES/LW PACKARD MILL SITE**

**Description:** Brownfields study of property at former mill site in town – Ashland Properties/LW Packard Mill Site. Feasibility grant with CDFR to study the intended use of the building.

**Project Start Date:** February 2016

#### **Updates:**

Previous: Contract/proposal from Warren Street Architects sent to legal counsel for review (6/19). Suggested revisions sent to Warren Street Architects. (7/16).

Current: Final revised agreement with Warren Street Architects, forwarded to Board of Selectmen for vote at next meeting. (8/19).

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### **THOMPSON STREET/HIGH STREET/SMITH HILL ROAD RECONSTRUCTION; WATER & SEWER REPLACEMENT**

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

**Project Start Date:** June 2016

#### **Updates:**

Previous: Priority list for funding recipients to be released the first week of August (6/18).

Current: DPW received alternative quotes for constructing the project, reducing the distance of the project would reduce the cost, as would removing the replacement of the water/sewer lines. Options sent to the Board for consideration (8/16).

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

**Description:** Reconstruction of sidewalk and crosswalks along Main St. US Rte. 3/25; approx. 0.6 miles.

**Project Start Date:** September 2016

### **Updates:**

Previous: KV Partners to meet with NHDOT Traffic Control Committee (TCC) for reviewing project and the purpose of improving pedestrian access on Main Street and Gordon Street. (7/18).

Current: Town legal counsel working on completing the temporary construction easements. Once completed easements are to be sent to NHDOT for approval, then property owners are contacted. (8/5)

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## **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.”

**Project Start Date:** June 2016

### **Updates:**

Previous: Draft from Williams Architects to be ready in September for LCHIP review and input before finalizing. (7/15)

Current: No updates.

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## **TOWN PARCEL AUDIT - GEOGRAPHIC INFORMATION SYSTEM (GIS) MAPPING**

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

**Project Start Date:** March 2015

### **Updates:**

Previous: CAI technology has completed the preliminary phase of the project (preliminary, inventory/index and plan scanning, record research) and will start the parcel compilation phase of the project.

Current: No updates.

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## **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.

**Project Start Date:** December 2016

**Updates:**

Previous: Board to have nonmeeting with legal counsel (6/19).

Current: No updates.

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## **TOWN PERSONNEL POLICY**

**Description:** Review and update of the town personnel policy

**Project Start Date:** May 2018

**Updates:**

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

Current: No updates.

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## **SOLAR ENERGY**

**Description:** Project to bring solar energy to the Town

**Project Start Date:** March 2018

**Updates:**

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

Current: No updates.

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# Thompson Street Project Budget Quotes

## Entire Project – Drainage, Water, Sewer & Road Surface

Original Estimate from Hoyle Tanner \$1,799,420

2019 Budget Estimate from Hiltz Excavating \$1,784,598

## Entire Project – Drainage, Water & Road Surface

From the area of Mike Latulippe's Old Shop to the bottom of Thompson St. Including Smith Hill and High St.

\$1,401,853.40

## Drainage and Road Surface Only

From Monument to River St, includes High St and Smith Hill.

\$1,175,409.50

From the area of Mike Latulippe's Old Shop to the bottom of Thompson St. This excludes the newer section from the monument up as this was reconstructed in 1995, Smith Hill and High St.

\$931,050.13

High St. Only

\$85,957

Smith Hill Only

\$167,290.31