

**TOWN OF ASHLAND  
BOARD OF SELECTMEN  
REGULAR MEETING  
TUESDAY, JANUARY 14<sup>th</sup>, 2020 at 6:30 p.m.  
ASHLAND WATER & SEWER CONFERENCE ROOM – 6 COLLINS ST.**

- I. PLEDGE OF ALLEGIANCE**
- II. CALL TO ORDER**
- III. PUBLIC HEARING**
  - a. Ashland Library bond article to purchase the former elementary school property on 41 School Street.
- IV. PUBLIC COMMENT (Agenda items only)**
- V. APPROVAL OF MINUTES**
  - a. BOS meeting(s); 12/16/2019, 12/30/2019
- VI. NEW BUSINESS**
  - a. Ashland DPW and Ashland School District shared equipment agreement
  - b. Ashland 4<sup>th</sup> of July Committee – Atlas fireworks contract
  - c. Ashland Transfer Station – acceptance of cardboard from the Town of Bristol
- VII. OLD BUSINESS**
- VIII. SELECTBOARD ITEMS**
  - a. Recommendations on remaining warrant articles
  - b. Ashland Planning Board alternate member application – Paula Hancock
- IX. PUBLIC COMMENT (Agenda items only)**
- X. NON-PUBLIC SESSION**
- XI. ADJOURN**

**Posted on 1/10/2020 at the Town Office building and town website**

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

**ASHLAND BOARD OF SELECTMEN  
WORK SESSION MEETING  
MONDAY, DECEMBER 16, 2019  
ASHLAND WATER & SEWER CONFERENCE ROOM – 6 COLLINS ST.  
6:30 P.M.**

**I. CALL TO ORDER** – the Chairman of the Board Frances Newton called this meeting to order at 6:30 p.m. with a roll call. Vice Chairman of the Board Kathleen DeWolfe, Selectman Leigh Sharps, Selectman Case Barney, and Selectman Eli Badger all signified they were present and acknowledging a quorum of the board.

**II. APPROVAL OF MINUTES**

**MOTION:** Vice Chairman DeWolfe

*To approve the meeting minutes from December 2, 2019.*

**SECOND:** Selectman Sharps

**VOTE:** 5-0

**MOTION PASSED**

**III. NEW BUSINESS**

- a. **Elizabeth Figueroa** – approached the Board of Selectmen to request the approval of closing Squam River Bridge for Ms. Figueroa to hold her wedding vows. Request was for August 22<sup>nd</sup>, 2020 between 4 p.m. and 5 p.m. Ms. Figueroa expects about 70 people to be present. No chairs or further gathering shall occur and parking will be handled at the neighboring marina. Board recommended a police detail be present and approved the request.

**MOTION:** Vice Chairman DeWolfe

*To approve the meeting minutes from December 2, 2019.*

**SECOND:** Selectman Sharps

**VOTE:** 5-0

**MOTION PASSED**

- b. **Ashland Department Head yearly presentations** – town department heads gave presentations about the yearly on goings from their department and mentioned goals for next year. A few highlights:

- i. **Ashland Town Clerk/Tax Collector Patricia Tucker** – as of December collected \$346,923 in motor vehicle registrations, 400 dog licenses issued, 1,222 vital records, and over 90% of property taxes have been received. TC/TC Tucker thanked the residents for their commitment to paying fees and taxes and concluded by mentioned the various duties and responsibilities of the TC/TC position.
- ii. **Ashland Parks & Recreation Director Ann Barney** – the after-school program averages 28 kids/day, 35 kids attended Summer Camp. Kids this year had a many fun events during the year, such as the “Messy Olympics” with many donations from local businesses. At the town beach lifeguards

1 offered swim lessons, DPW helped with the removal of trees, and a new  
2 security system was installed. Volunteers helped repair the ball field at the  
3 town park. A new A/C unit was donated to the Parks & Rec for the Booster  
4 Club. Director Barney thanked the many businesses and volunteers of the  
5 community for their time and efforts in helping the department and programs.  
6 Director Barney requested support for two warrant articles; one to repair the  
7 tennis and basketball courts, other to change the Capital Reserve Fund (CRF)  
8 to include grounds, which if changed can help with the expenses at the park  
9 and beach.

- 10 iii. **Ashland Fire Department Chief Steve Heath** – immediately mentioned the  
11 success of the new fire fighter per diem program and thanked the town for  
12 their support. Having per diem firemen has vastly improved the department's  
13 response time. Chief Heath explained about the equipment testing completed,  
14 repairs to Ladder 1, Engine 1, and Ambulance 1. Ashland Fire Department  
15 applied for many grants and was awarded almost \$13,000 which was used to  
16 offset taxation. Next year will be the final year for the fire engine lease  
17 payment.
- 18 iv. **Ashland Department of Public Works Director Craig Moore** – in 2019  
19 DPW Director Moore and his crew responded to 38 snow events that required  
20 treatment of the town roads. DPW helped with the removal of the trees at the  
21 town beach and made improvements to the beach parking lot. DPW ditched,  
22 graded, and capped all the town dirt roads with ledge pack, this improves  
23 drainage and kept the water off the roads. DPW saved the town thousands by  
24 completing site work at the Fire Station, Transfer Station and Wastewater  
25 Treatment Facility prior to paving applications. At the Ashland Transfer  
26 Station, the road leading to the facility was paved. A new storage building and  
27 scale were installed, both items previously approved by town vote. Highland  
28 Street and Leavitt Hill were paved this year. Next year; DPW intends on  
29 working with Water & Sewer to repair Hillside Ave, shim and overlay  
30 Thompson Street, and if approved replace the 2011 Ford F550 truck.
- 31 v. **Ashland Water & Sewer Superintendent Russell Cross** – immediately  
32 mentioned how his position now works under the town. Previously, the  
33 department was administered through a contractual operations consultant.  
34 During the year a few highlights for Water & Sewer; the department had 30  
35 seasonal water turn on/off's, flushed the water distribution, and had a water  
36 main break on River Street. Water & Sewer met all their permit requirements  
37 with the state. The Headworks & Septage Receiving project is near  
38 completion with expectations being it will finish next spring. Water & Sewer  
39 has two warrant articles this year; first being to study the lagoons with the  
40 other to implement energy efficiency measures at the treatment plant.
- 41 vi. **Ashland Police Department Chief William Ulwick** – gave best wishes to  
42 the staff at the PD who moved onto other career ventures. Ashland PD  
43 welcomed three new police officers and restructured roles. Former Lt Ulwick  
44 was promoted to Chief, Sergeant Grey became Lt., and the PD hired a new  
45 Sergeant. Chief Ulwick thanked former Chief Randall for the support with the  
46 transition to Chief. The PD replaced the 2010 Ford Expedition with a 2019

1 Dodge Ram special services pickup truck. Now the department does not have  
2 to rely on other agencies or towns in moving bicycles or large pieces of  
3 evidence. In 2019, Ashland PD handled 3,885 calls, 1,108 incident reports, 95  
4 arrests, 15 felony case referrals with 26 charges brought forward, 629 citations  
5 written and 116 parking tickets. Chief Ulwick's goal for the department next  
6 year is to have a stronger community policing model. Expectations are police  
7 officers will be present at town events and on foot patrol through downtown.

8 vii. **Ashland Electric Department** – the Town Manager, Smith, provided an  
9 update about AED. Most notable was the department hiring a consultant after  
10 the Superintendent resigned. AED also hired a new apprentice linesman in  
11 2019. Next year AED will be fiscally responsible to build reserves that are  
12 lower than expected. Goal is to improve the infrastructure being, replace old  
13 equipment, line wires, poles, overall to reduce the number of outages.

14 viii. **Ashland Town Office** – the engineering for the sidewalk project (TAP Grant  
15 with NHDOT) is close to complete with expectations are the project will go  
16 out to construction bid in February/March 2020. The Structural Report  
17 (LCHIP study) was sent to the state for approval. Contractors have been  
18 contacted to replace the windows at the Town Office (recommendation from  
19 the LCHIP study).

20 ix. **Ashland Town Library** – installed a little free Library in Memorial Park  
21 where members of the community can read/use/share books at no expense. The  
22 Library also installed a little free pantry where the community can receive  
23 various perishable items.

24  
25 c. **Ashland Public Works purchase vehicle lift** – DPW Moore requested the approval  
26 for the department purchasing a new vehicle lift. Currently the Town Mechanic uses  
27 floor jacks to work underneath town vehicles, with the newer vehicles this has become  
28 difficult and a cause for safety concerns. Expenditure would be from the Highway  
29 Block Grant (Road Improvement Line) which is revenue received from the state and  
30 no taxation. Board approved the request.

31  
32 **MOTION:** Vice Chairman DeWolfe

33 *To approve the purchase of a new vehicle lift for the maintenance of town vehicles*  
34 *with the expense not to exceed \$8,000.*

35 **SECOND:** Selectman Sharps

36 **VOTE:** 5-0

37 **MOTION PASSED**

38  
39 d. **Ashland Police Department purchase of a radar speed trailer** – Chief Ulwick  
40 requested the approval to purchase a new radar speed trailer that would be used to  
41 slow vehicles down in areas around town and keep citizens safe. Chief Ulwick  
42 received three quotes and found the lowest bid (\$6,463) to be the most effective.  
43 Expense for the item will be from the recent unanticipated revenue received from the  
44 state. Board approved the expense.

1           **MOTION:** Vice Chairman DeWolfe

2           *To approve the expense of \$6,463 for a speed radar trailer with funds from the*  
3           *unanticipated revenue.*

4           **SECOND:** Selectman Sharps

5           **VOTE:** 5-0

6           **MOTION PASSED**

7  
8   **IV.    SELECTBOARD ITEMS**

- 9           a.   **Next Board of Selectmen meeting** – Board members confirmed their next meeting to  
10           be Monday, December 30<sup>th</sup> at 10 a.m. in the Water/Sewer Conference Room to  
11           prepare the town warrant.
- 12           b.   **Land Use Public Hearing** – Chairman of the Ashland Planning Board Mardean  
13           Badger notified the public about the upcoming public hearing for amendments to the  
14           town zoning ordinances and building regulations. Public hearings are scheduled for  
15           Monday, December 23<sup>rd</sup> at 6:30 p.m. in the Ashland Water/Sewer Conference Room,  
16           followed by a hearing on Monday, January 13<sup>th</sup> at 6:30 p.m. in the Ashland  
17           Water/Sewer Conference Room.
- 18           c.   **Selectman Announcements** – Selectman Sharps made a motion that any member of  
19           the Board may personally make announcements about nonprofit events but not for  
20           political, religious, and for-profit events unless it benefits the town. Motion was  
21           seconded by Chairman Newton. After further the discussion amongst the Board,  
22           consensus was the board members would adhere to this motion and did not need a  
23           vote. Motion was rescinded by Selectman Sharps.
- 24           d.   **Little Squam Watershed** – Selectman Sharps mentioned that the watershed held their  
25           last meeting of the year. Squam Lake Association has completed a water testing  
26           report with the results determining water is good on the lake. Report and the testing  
27           results are on the Squam Lake Association website
- 28           e.   **Christmas Night in Ashland** – Selectman Sharps thanked all the volunteers and  
29           public service workers who helped with the event.

30  
31   **V.    NONPUBLIC SESSION**

32  
33           **MOTION:** Selectman Barney

34           *To enter nonpublic session under RSA 91-A:3, II (a).*

35           **SECOND:** Selectman Sharps

36           **VOTE:** 5-0

37           **MOTION PASSED**

38           **ENTERED:** 8:20 p.m.

39           **RENTERED:** 8:49 p.m.

40  
41   **VI.    ADJOURNED** – Board adjourned their meeting at 8:50 p.m.

42  
43   *Town Manager Charles Smith wrote these meeting minutes on December 17, 2019.*

**ASHLAND BOARD OF SELECTMEN  
WORK SESSION MEETING  
MONDAY, DECEMBER 30, 2019  
ASHLAND WATER & SEWER CONFERENCE ROOM – 6 COLLINS ST.  
10:00 A.M.**

**I. CALL TO ORDER** – the Chairman of the Board Frances Newton called this meeting to order at 10:00 a.m. with a roll call. Vice Chairman of the Board Kathleen DeWolfe, Selectman Case Barney, and Selectman Eli Badger all signified they were present, and Selectman Leigh Sharps was absent.

**II. NEW BUSINESS**

- a. **Ashland Town Office window repairs** – Town Manager Smith presented the Board of Selectmen a proposal from “Target New England Historical Restorations” to restore the town office windows for \$28,760. Repairs to the windows has been an item of discussion for quite some time. In 2017, Town Administrator Smith requested proposals from vendors and only received one bid for \$18,750 that required the town to remove the windows and deliver them to Portsmouth, NH. The proposal from Target New England does not require the town to remove and reinstall the windows. Their scope of work also includes remove and strip window components, strip paint, install new operable aluminum storms with screens, and demo the Plexiglas panels currently installed. The Board of Selectmen agreed to move forward with the Target NE proposal. Funding for the project will be from the unanticipated revenue (NH Municipal Aid) received in November and encumbering \$12,305 from the building maintenance/repairs line.

**MOTION:** Selectman Badger

*To approve the proposal from Target New England Historical Restorations for \$28,760 to repair the Town Office windows.*

**SECOND:** Selectman Barney

**VOTE:** 4-0

**MOTION PASSED**

**MOTION:** Vice Chairman DeWolfe

*To encumber \$12,305 from the General Government Building Repair/Replace Upgrades line item and expend \$16,455 from the unanticipated revenue, both to pay for the proposal from Target NE to repair the town office windows.*

**SECOND:** Selectman Barney

**VOTE:** 4-0

**MOTION PASSED**

1           b. **Ashland 2020 town warrant** – the board recorded recommendation votes for the  
2 town warrant:

- 3           i. **Ashland Library Building** – Library Trustee Mardean Badger presented the  
4 Selectmen with a revised warrant article that requests funding for the purchase  
5 of the former elementary school property.  
6

7           **ARTICLE;** To see if the Town will vote to raise and appropriate the sum  
8 of Five Hundred Twenty Five Thousand Dollars (\$525,000) for the  
9 purchase of the former elementary school property (41 School Street) from  
10 Tri-County Community Action Program for the use of the Ashland Town  
11 Library, and to authorize the issuance of not more than Five Hundred  
12 Twenty Five Thousand Dollars (\$525,000) of bonds and notes in  
13 accordance with the provisions of the Municipal Finance Act (RSA  
14 Chapter 33) for that purpose; and to authorize the Selectmen to issue and  
15 negotiate such bonds or notes and to determine the rate of interest there  
16 on; and to authorize the receipt and expenditure of any Federal, state or  
17 private funds that may become available for that purpose. Renovation and  
18 furnishing of the building will be funded by Ninety-Five Thousand Dollars  
19 (\$95,000) already raised in the Ashland Library Building Capital Reserve  
20 fund, which was established for that purpose, and over Six Thousand  
21 Dollars (\$6,000 plus) already raised in the Ashland Town Library  
22 Building Fund. 3/5 ballot vote required.  
23

24           **MOTION:** Vice Chairman DeWolfe

25           *To recommend the Ashland Library building warrant article.*

26           **SECOND:** Selectman Barney

27           **VOTE:** 3-0-1

28           **MOTION PASSED**  
29

- 30           ii. **ARTICLE;** To see if the municipality will vote to raise and appropriate  
31 the sum of \$100,000 to implement energy efficiency measures at the  
32 Waste Water Treatment Plant and to authorize the issuance of not more  
33 than \$100,000 in bonds or notes in accordance with the provisions of the  
34 Municipal Finance Act (RSA 33) and to authorize the Board of Selectmen  
35 to issue and negotiate such bonds or notes and to determine the rate of  
36 interest thereon. 3/5 ballot vote required.  
37

38           **MOTION:** Selectman Badger

39           *To recommend the Ashland Sewer warrant article for \$100,000 funding at*  
40 *Waste Water Treatment Plant.*

41           **SECOND:** Selectman Barney

42           **DISCUSSION:** Town Manager Smith clarified with the Board how this  
43 article would be financed through the NH State Revolving Fund (SRF) and  
44 has 50% principal forgiveness.  
45

**VOTE:** 4-0

1                   **MOTION PASSED**

- 2
- 3           iii. **ARTICLE;** To see if the municipality will vote to raise and appropriate
- 4           the sum of \$75,000 to evaluate the long-term viability of the Waste Water
- 5           Treatment Plant and to authorize the issuance of not more than \$75,000 in
- 6           bonds or notes in accordance with the provisions of the Municipal Finance
- 7           Act (RSA 33) and to authorize the Board of Selectmen to issue and
- 8           negotiate such bonds or notes and to determine the rate of interest thereon.
- 9           3/5 ballot vote required.

10

11                   **MOTION:** Selectman Badger

12                   *To recommend the Ashland Sewer warrant article for \$75,000 funding at*

13                   *Treatment Plant for the lagoons.*

14                   **SECOND:** Selectman Barney

15                   **DISCUSSION:** Town Manager Smith clarified with the Board that this

16                   article also would be financed through the NH State Revolving Fund (SRF)

17                   but would be 100% forgiven if the entire amount was expended.

18                   **VOTE:** 4-0

19                   **MOTION PASSED**

20

- 21           iv. **ARTICLE;** To see if the town will vote to raise and appropriate the sum
- 22           of One Hundred Seven Thousand Seven Hundred Eight Nine dollars
- 23           (\$107,789) for the third-year payment of the four-year lease purchase
- 24           agreement for the Fire Department fire engine as authorized by vote on
- 25           March 14, 2017. This will be the final year of a tax impact, with the last
- 26           payment, next year, coming from capital reserve.

27

28                   **MOTION:** Vice Chairman DeWolfe

29                   *To recommend the Ashland Fire Department lease payment warrant article.*

30                   **SECOND:** Selectman Barney

31                   **VOTE:** 4-0

32                   **MOTION PASSED**

33

- 34           v. **ARTICLE;** To see if the town will vote to raise and appropriate the sum
- 35           of Twenty-Seven Thousand One Hundred Forty-Two dollars (\$27,142) for
- 36           the third payment of the five-year lease purchase for the Public Works
- 37           loader.

38

39                   **MOTION:** Vice Chairman DeWolfe

40                   *To recommend the Ashland Public Works lease payment warrant article.*

41                   **SECOND:** Selectman Barney

42                   **VOTE:** 4-0

43                   **MOTION PASSED**

44

- 45           vi. **ARTICLE;** To see if the Town will vote to raise and appropriate the sum
- 46           of One Hundred Twenty-Five Thousand dollars (\$125,000) for the



1 purpose of purchasing a one-ton dump truck. Of this sum, Fifty Five  
2 Thousand dollars (\$55,000) will be from the Public Works Capital  
3 Reserve Fund, Thirty Thousand dollars (\$30,000) will be from the state  
4 Highway Block Grant, Forty Thousand dollars (\$40,000) to come from the  
5 fund balance and overall no amount to be raised from taxation.  
6

7 **MOTION:** Vice Chairman DeWolfe

8 *To recommend the Ashland Public Works one-ton dump truck warrant article.*

9 **SECOND:** Selectman Badger

10 **DISCUSSION:** Town Manager Smith clarified that no amount for this article  
11 shall be raised through taxation.

12 **VOTE:** 4-0

13 **MOTION PASSED**  
14

- 15 vii. **ARTICLE;** To see if the town will vote to raise and appropriate the sum  
16 of One Hundred Twenty-Five Thousand Dollars (\$125,000) to be added  
17 into the Road Improvements Capital Reserve Fund established in 2012 for  
18 the purpose of repairing roads.  
19

20 **MOTION:** Selectman Badger

21 *To recommend the Road Improvements capital reserve fund warrant article.*

22 **SECOND:** Selectman Barney

23 **VOTE:** 4-0

24 **MOTION PASSED**  
25

- 26 viii. **ARTICLE;** To see if the Town will vote to raise and appropriate the sum  
27 of Thirty-Nine Thousand Three Hundred (\$39,300) to be added into the  
28 Property Tax Map Capital Reserve Fund. This sum to come from the fund  
29 balance with no amount to be raised from taxation and the last payment  
30 for the project.  
31

32 **MOTION:** Selectman Badger

33 *To recommend the Property Tax Map CRF warrant article.*

34 **SECOND:** Selectman Barney

35 **DISCUSSION:** Town Manager Smith mentioned how this should be the last  
36 requested CRF for GIS as the agreement was for three years.

37 **VOTE:** 4-0

38 **MOTION PASSED**  
39

- 40 ix. **ARTICLE;** To see if the town will vote to raise and appropriate the sum  
41 of Thirty Thousand Dollars (\$30,000) to be added into the Police  
42 Department Capital Reserve Fund established in 2013 for the purpose of  
43 repairing or purchasing Police Department vehicles.  
44

45 **MOTION:** Selectman Badger

46 *To recommend the Ashland Police Department CRF warrant article.*

1                   **SECOND:** Selectman Barney

2                   **VOTE:** 4-0

3                   **MOTION PASSED**

- 4
- 5                   x. **ARTICLE;** To see if the town will vote to raise and appropriate the sum
- 6                   of Twenty-Five Thousand Dollars (\$25,000) to be added into the
- 7                   Department of Public Works Capital Reserve Fund established in 2016 for
- 8                   the purpose of vehicle or equipment purchase, replacement or repairs.
- 9

10                  **MOTION:** Vice Chairman DeWolfe

11                  *To recommend the Ashland Public Works CRF lease payment warrant article.*

12                  **SECOND:** Selectman Barney

13                  **VOTE:** 4-0

14                  **MOTION PASSED**

- 15
- 16                  xi. **ARTICLE;** To see if the town will vote to raise and appropriate the sum
- 17                  of Twenty Five Thousand Dollars (\$25,000) to be added into the Ashland
- 18                  Library Building Capital Reserve Fund, established in 2015 for the
- 19                  purpose of purchasing, building and/or renovating a facility (including
- 20                  furnishing and equipment) for the Ashland Town Library.
- 21

22                  **MOTION:** Selectman Badger

23                  *To recommend the Ashland Town Library CRF warrant article.*

24                  **SECOND:** Selectman Barney

25                  **VOTE:** 4-0

26                  **MOTION PASSED**

- 27
- 28                  xii. **ARTICLE;** To see if the town will vote to raise and appropriate the sum
- 29                  of Ten Thousand Dollars (\$10,000) to be added into the Building
- 30                  Maintenance and Repair Capital Reserve Fund for the purpose of
- 31                  maintaining and repairing all Town Buildings.
- 32

33                  **MOTION:** Selectman Badger

34                  *To recommend the Building Maintenance and Repair CRF warrant article.*

35                  **SECOND:** Selectman Barney

36                  **VOTE:** 4-0

37                  **MOTION PASSED**

- 38
- 39                  xiii. **ARTICLE;** To see if the town will vote to raise and appropriate the sum
- 40                  of Twenty-Seven Thousand Dollars (\$27,000) to resurface the tennis and
- 41                  basketball courts at the Ashland Ballpark. This sum to come from the
- 42                  fund balance and no amount to be raised from taxation.
- 43

44                  **MOTION:** Vice Chairman DeWolfe

45                  *To recommend the warrant article to resurface the tennis and basketball*

46                  *courts.*

1 **SECOND:** Selectman Badger

2 **DISCUSSION:** Town Manager Smith mentioned that if this article was  
3 approved, no taxation would occur as request is for the expenditure from fund  
4 balance.

5 **VOTE:** 4-0

6 **MOTION PASSED**

- 7  
8 xiv. **ARTICLE;** To see if the town will vote to establish a contingency fund  
9 for the current year for unanticipated expenses that may arise and further  
10 to raise and appropriate \$25,000 to go into the fund. This sum to come  
11 from fund balance and no amount to be raised from taxation. Any  
12 appropriation left in the fund at the end of the year will lapse to the  
13 general fund. Majority vote required.

14  
15 **MOTION:** Vice Chairman DeWolfe

16 *To recommend the contingency fund warrant article.*

17 **SECOND:** Selectman Barney

18 **VOTE:** 4-0

19 **MOTION PASSED**

- 20  
21 xv. **ARTICLE;** To see if the town will amend the article passed in 2005,  
22 which directed the creation of the Fire Department Apparatus or  
23 Equipment Fund, to allow funds in this account to be used for the purpose  
24 of paying the billing fees associated with ambulance transports.

25  
26 **MOTION:** Selectman Barney

27 *To recommend the Fire Department warrant article to update the*  
28 *apparatus/equipment fund.*

29 **SECOND:** Vice Chairman DeWolfe

30 **VOTE:** 4-0

31 **MOTION PASSED**

- 32  
33 xvi. **ARTICLE;** To see if the town will vote to change the purpose of the  
34 existing Building Maintenance and Repair Fund to the Building  
35 Maintenance and Grounds Repair Capital Reserve Fund; further to name  
36 the Board of Selectmen as agents to expend from said fund. 2/3 majority  
37 required.

38  
39 **MOTION:** Vice Chairman DeWolfe

40 *To recommend the warrant article to update the Building Maintenance and*  
41 *Repair CRF to include grounds repair.*

42 **SECOND:** Selectman Barney

43 **VOTE:** 4-0

44 **MOTION PASSED**

xvii. **ARTICLE; PETITIONED.** Pemi-Baker Community Health  
To see if the town will vote to raise and appropriate the sum of Nine  
Thousand Seven Hundred and Fifty-Six Dollars (\$9,756) for Pemi-Baker  
Community Health.

**MOTION:** Selectman Badger  
*To recommend the petition warrant article from Pemi-Baker Community  
Health.*

**SECOND:** Selectman Barney

**VOTE:** 4-0

**MOTION PASSED**

xviii. **ARTICLE; PETITIONED.** Voices Against Violence  
To see if the Town will vote to raise and appropriate the sum of Three  
Thousand Dollars (\$3,000) for the fiscal year 2018-2020 to support Voices  
Against Violence, a non-profit Crisis Center and shelter providing  
emergency shelter, court and hospital accompaniment and general support  
to women, men and children who are victims of domestic and sexual  
violence and stalking.

**MOTION:** Selectman Badger  
*To recommend the petition warrant article from Voices Against Violence.*

**SECOND:** Chairman Newton

**VOTE:** 4-0

**MOTION PASSED**

### **III. SELECTBOARD ITEMS**

- a. **Next Board of Selectmen meeting** – Board members confirmed their next meeting to  
be Tuesday, January 14<sup>th</sup> at 6:30 p.m. in the Water/Sewer Conference Room to  
prepare the town warrant. Petitioned warrant articles are due on the 14<sup>th</sup>. The Board  
will vote on the remaining warrant articles at this meeting.

### **IV. ADJOURNED** – Board adjourned their meeting at 11:15 a.m.

*Town Manager Charles Smith wrote these meeting minutes on December 30, 2019.*

**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 which the Town wishes to use from time to time;

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 have sufficient training to operate the equipment safely. IF special licensing or certification is required by local, state, or federal law to operate particular equipment, the School District shall be responsible for ensuring its employees operating said equipment have current and valid licenses and/or certifications.
- 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 District's use on school premises;
- D. The School District agrees it shall 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. IF special licensing or certification is required by local, state, or federal law to operate particular equipment, the Town shall be responsible for ensuring its employees operating said equipment have current and valid licenses and/or certifications.
- B. The School District's own use of any of its equipment shall continue to have priority. Prior to use the Town shall contact Mr. Paquette, Maintenance Manager, Ashland Elementary School. 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



*Atlas PyroVision Entertainment Group, Inc.*

P. O. Box 498, Jaffrey, New Hampshire 03452  
Tel: (603) 532-8324 \* Fax: (603) 532-4530  
[www.atlaspyro.com](http://www.atlaspyro.com)

This agreement as of this 22nd day of October, 2019 by and between Atlas PyroVision Entertainment Group, Inc., of Jaffrey, New Hampshire ("ATLAS") and Town of Ashland ("CUSTOMER") of C/O PO Box 392, Ashland, NH 03217 hereby agree as follows ("**Agreement**").

1. **Engagement:** CUSTOMER hereby engages ATLAS to provide to CUSTOMER a fireworks display ("**Display**"), and ATLAS accepts such **AGREEMENT** upon all of the promises, terms and conditions hereinafter set forth. The **Display** shall be outlined in the Bid, RFP, Quote or Proposal ("**Scope of Work**") and attached hereto and incorporated herein as Appendix A, if applicable.
  - 1.1 **Atlas Duties:** ATLAS shall provide all pyrotechnics, pyrotechnic equipment, licensed and trained personnel, applications for permits (the cost of which, including all public safety and security fees, which shall be paid by **CUSTOMER**), worker compensation insurance by state statute, automobile insurance and liability insurance (solely covering pyrotechnic activity by ATLAS) relating to the **Display** described in this **Agreement**.
  - 1.2 **CUSTOMER Duties:** CUSTOMER shall provide to ATLAS a suitable site ("**Site**") for the **Display**, security for the **Site** as set Forth in Paragraph 6 hereof, access to the **SITE**, any permission necessary to utilize the **Site** for the **Display**, and the other responsibilities as may be set forth below in this **Agreement** and may be within the **Scope of Work** attached hereto. All **Site** arrangements are subject to ATLAS' reasonable approval as to pyrotechnic safety, applicable State regulations, suitability and security. All other conditions of the **Site** shall be the responsibility of **CUSTOMER**, including, but not limited to, access, use, control, parking and general safety with respect to the public as outlined in paragraphs 5 and 6 of this **Agreement**.
2. **Fireworks Display:** CUSTOMER agrees to pay Atlas the total "Contract Amount" for a Display, on the following date(s), time, and location as follows:

Display Amount :	<u>\$15,750.00</u>	Display Date:	<u>7/3/2020</u>
Permit Fee(s):	<u></u>	Postponement Date:	<u>7/5/2020</u>
Miscellaneous:	<u></u>	Time of Display:	<u>9:30pm</u>
Total Contract Amount:	<u>\$15,750.00</u>	Location:	<u>Field Behind Ashland Elementary School</u>
Less Deposit Amount:	<u>\$15,750.00</u>		<u>16 Elementary Drive, Ashland, NH</u>
Balance Due:	<u>\$0.00</u>		

Other: \_\_\_\_\_

- 2.1 Deposit:** CUSTOMER agrees to pay ATLAS the "Deposit Amount" by: 2/1/2020
- 2.2 Expenses:** ATLAS shall pay all normal expenses directly related to the Display including insurance as outlined, pyrotechnic products, pyrotechnic equipment, licensed and trained personnel to set up and discharge the pyrotechnics and those additional items as outlined as ATLAS' responsibility in the Scope of Work. CUSTOMER shall pay all costs related to the Display not supplied by ATLAS including, but not limited to, those items outlined as CUSTOMER'S responsibility in this Agreement and Scope of Work.
- 2.3 Interest:** In the event that the "Total Contract Amount" is not paid in full within 30 days after the Date of Display, CUSTOMER will be responsible for the additional payment of 1.5% interest per month or 18% annually on the unpaid balance. If Atlas prevails in any litigation arising out of this Agreement, it shall be entitled to all costs incurred in connection with the litigation, including but not limited to reasonable attorney's fees.



3. **Postponement:** If CUSTOMER elects to postpone/reschedule the Display and requests a Postponement Date within this Agreement, ATLAS shall be paid the Display Amount plus a rescheduling service fee equal to one of the sub-provisions below. If there is no Postponement Date stated within this Agreement, CUSTOMER and ATLAS shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and further provided CUSTOMER accepts ONE of the additional terms of 3.2 (A – C). However, in no event shall the DISPLAY be rescheduled for a date more than 90 Days from the date first set forth within this Agreement.
- 3.1 If CUSTOMER postpones up to 36 hours prior to Display Date there shall be no additional fee, provided the stated Postponement Date herein is within ten (10) days of the Display Date.
- 3.2 IF CUSTOMER postpones with less than 36 hours notice, one of the following provisions shall apply:
- A. If CUSTOMER elects postponement and ATLAS is notified by either contacting ATLAS staff by telephone at 603-532-8324 or by email to [sales@atlaspyro.com](mailto:sales@atlaspyro.com), prior to 7:00 a.m. on the Display Date, CUSTOMER agrees to pay an additional Postponement Fee of ten percent (10%) of the Display Amount.
- B. If CUSTOMER elects postponement after 7:00 a.m. on the Display Date, there shall be an additional Postponement Fee of twenty percent (20%) of the Display Amount; and CUSTOMER agrees to forfeit their Postponement Date stated herein, if applicable. If stated postponement date is no longer available CUSTOMER and ATLAS shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and CUSTOMER agrees that the Display shall be rescheduled for a date not more than 90 days from the date first set forth within this Agreement. If CUSTOMER and ATLAS cannot agree on a reschedule date with the best efforts of both parties, all provisions of Paragraph 4 shall apply.
- C. If ATLAS technicians have begun the setup of the Display and adverse weather conditions cause the **Authority Having Jurisdiction ("AHJ")** to exercise its sole and absolute discretion to determine the performance of any Display to be impossible, impractical or would unnecessarily increase the risk of damage or danger to person(s) and/or property, all parties agree to immediately hold a Postponement Date meeting by contacting ATLAS corporate staff by telephone or in person in order to attempt to reschedule the Display for a mutually satisfactory Postponement Date and time. In the event the mutually satisfactory Postponement Date and time is beyond the day following the scheduled Display Date and it is impracticable for the personnel and equipment of ATLAS to remain at the SITE until the rescheduled Display Date, then CUSTOMER agrees to pay the actual expenses incurred by ATLAS, not to exceed thirty percent (30%) of the Display Amount. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of Display, additional taxes or surcharges, or any other additional expenses that incurred to and/or as a result of the Postponement or Cancellation.
4. **Cancellation:** If CUSTOMER cancels this Agreement for any reason liquidated damages for such Cancellation shall be paid by CUSTOMER to ATLAS as follows:
- 4.1 In the event the Display is cancelled more than thirty (30) days before the Display Date, CUSTOMER agrees to pay to ATLAS 10 percent (10%) of the Contract Amount.
- 4.2 In the event the Display is cancelled less than thirty (30) days but more than 36 hours before the Display Date, CUSTOMER agrees to pay to ATLAS twenty-five percent (25%) of the Contract Amount.
- 4.3 In the event the Display is cancelled less than 36 hours prior to the scheduled Display Date, CUSTOMER agrees to pay to ATLAS fifty percent (50%) of the Contract Amount.
5. **Safety:** CUSTOMER shall provide and pay all fees associated with the Fire Department Detail as may be required by the AHJ and/or by state statute and/or regulation. ATLAS and CUSTOMER shall each comply with the applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within ATLAS' sole discretion to determine whether or not the DISPLAY may be safely discharged or continued, apart from when the AHJ makes a determination to cancel or postpone due to reasonable safety concerns. It shall not constitute a breach of this Agreement by ATLAS when fireworks fail or malfunction, or when ATLAS and/or the AHJ determines that the Display cannot be discharged or continued safely due to conditions or circumstances affecting safety beyond the reasonable control of ATLAS.
6. **Security:** CUSTOMER shall provide and pay for adequate security personnel, barricades, snow-fencing (if required by statute, regulation or AHJ), Police Department services as may be necessary to preclude individuals other than those authorized by ATLAS from entering an area to be designated by ATLAS as the area for the set-up of the Display, including a fallout area satisfactory to ATLAS where the pyrotechnics may safely be discharged and any debris may safely fall. ATLAS shall have no responsibility for monitoring or controlling CUSTOMER'S other contractors, vendors or volunteers; the public; areas to which the public, contractors, vendors or volunteers have access including vehicular traffic, roadways and parking areas.



7. **Cleanup:** ATLAS shall be responsible for the removal of all equipment provided by ATLAS and clean up of any "Live" or "Unexploded" pyrotechnic material (shall mean any device that contains unexploded mixtures or components) associated with the Display. CUSTOMER shall be responsible for the SITE after 9:00 a.m. the day following the Display for any other cleanup of "non-pyrotechnic" debris (non-pyrotechnic debris shall mean paper, paper disks, plastic, foil, rubber bands, etc.) that may be associated with the Display. CUSTOMER shall provide ATLAS with a trash receptacle or other suitable means for the disposal of all non-pyrotechnic material; cardboard boxes and incidental lumber from the Display. ATLAS is not responsible for replacing sod, dirt, or gravel to its original condition, or the cleaning up of sand or non-pyrotechnic debris.
8. **Insurance:** ATLAS agrees to provide; 1) General Liability insurance coverage for damages to persons or property arising from or related exclusively to the Display provided by ATLAS; 2) Automobile Liability Insurance; 3) Workers' Compensation Insurance (by State Statute.) The description, certificate holder and additional insured, if any, will be provided upon request and/or outlined within the Scope of Work.
9. **Indemnification:** ATLAS represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Display in a safe and professional manner. Notwithstanding anything in the Agreement to the contrary, ATLAS shall indemnify, hold harmless, and defend CUSTOMER and the additional insured's from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of ATLAS, their officers, agents, contractors, providers, or employees. CUSTOMER shall indemnify, hold harmless, and defend ATLAS from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of CUSTOMER, its officers, agents, contractors, vendors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.
10. **Limitation of Damages for Ordinary Breach:** Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 8 and 9 above, in the event CUSTOMER claims that ATLAS has breached this Agreement or was otherwise negligent in performing the Display provided for herein, CUSTOMER shall not be entitled to claim or recover monetary damages from ATLAS beyond the amount CUSTOMER has paid to ATLAS under this Agreement, and shall not be entitled to claim or recover any consequential damages from ATLAS including, without limitation, damages for loss of income, business or profits.
11. **Warranty and Disclaimer:** ATLAS acknowledges and CUSTOMER agrees that it is an acceptable industry occurrence to experience up to three percent (3%) of pyrotechnic failure-to-ignite during Display. Any amount over the acceptable industry standard may be inventoried and an equitable refund may be provided to CUSTOMER within 30 days of Display. ATLAS may make pyrotechnic substitutions to the Scope of Work of equal or greater value if, in its sole opinion, such substitutions are reasonable and necessary. ATLAS shall notify CUSTOMERS of such changes prior to Display. In the event that the Display is reduced or modified by the AHJ or by ATLAS for safety concerns, the full dollar amounts outlined in this Agreement remain enforceable.
12. **Force Majeure:** CUSTOMER agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of ATLAS which may prevent the Display from being safely discharged on any scheduled date, which may cause the cancellation of any event for which CUSTOMER has purchased the Display, or which may affect or damage such portion of the equipment as may be placed and exposed prior to the Display. If ATLAS is not reasonably able to safely discharge the Display on the scheduled date, or at the scheduled time, or should any event for which CUSTOMER has purchased the Display be canceled as a result of such causes, CUSTOMER may; 1) Reschedule the Display and pay ATLAS such sums as provided in Paragraph 3; or 2) Cancel the Display and pay ATLAS such sums as provided in Paragraph 4, based upon when the Display is canceled.
13. **Assignment** – CUSTOMER'S consent is not required for an assignment of this Agreement in connection with a sale, disposition or transfer of business assets to an affiliate company of ATLAS, which may be a majority-ownership affiliate of ATLAS. The assigned party shall unconditionally guarantee all of the provisions for the term of this Agreement.
14. **Taxes:** CUSTOMER agrees to pay all applicable sales, use, and entertainment taxes that may be required within the state the display is located and furnish ATLAS with a certificate of exemption prior to the Date of Display.



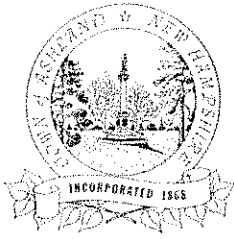
15. **Joint and Several Responsibility:** If there is more than one CUSTOMER, they agree to be jointly and severally responsible for performance of CUSTOMER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CUSTOMER and after it is executed and accepted by ATLAS at its' corporate offices in Jaffrey, New Hampshire. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.
16. **Price Firm:** If any changes or alternations are made by CUSTOMER to this Agreement, or if this Agreement is not executed by CUSTOMER and delivered to ATLAS on or before the "PRICE FIRM DATE" shown below, then the price, date, and Scope of Work of the Display are subject to review and acceptance by ATLAS for a period of 15 days following delivery to ATLAS of any executed Agreement. In the event it is not accepted by ATLAS, ATLAS shall give CUSTOMER written notice, and this Agreement shall be null and void.
- 16.1      **Price Firm Date: 11/22/2019      EXECUTED AGREEMENT MUST BE DELIVERED TO ATLAS BY THIS DATE.**
17. **Legal Construction:** This Agreement constitutes the entire Agreement of the parties and may not be altered except in writing signed by both parties. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of New Hampshire. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, such provision shall be stricken and the remaining provisions shall be interpreted in a manner to fulfill the intent of the parties. By signing this Agreement, CUSTOMER agrees that they have read, understand, and agree with all of the terms, conditions and obligations of the Agreement.

Atlas PyroVision Entertainment Group,  
Inc.

By: \_\_\_\_\_  
Matthew J. Shea, Vice President

Customer, duly authorized

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**TOWN OF ASHLAND**  
**PO BOX 517 - 20 HIGHLAND STREET**  
**ASHLAND NH 03217**  
**603-968-4432 FAX 603-968-3776**  
**landusepb@ashland.nh.gov**

**TO** Charlie Smith, Town Manager

**TO** Ashland Board of Selectmen

**FROM** Mardean Badger  
Chair, Ashland Planning Board

**DATE** 10 January 2020

**RE** Planning Board Application

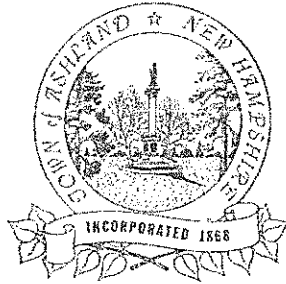
We have received an application from Paula Hancock for a position as Alternate on the Planning Board. I am supportive of her appointment to the Planning Board.

We currently have only enough members on the Planning Board to constitute a quorum of 3 voting members -- myself as Chair; Susan MacLeod who has volunteered to extend her stay until there is a replacement for her position; and Kathleen DeWolfe/Fran Newton as BOS ex-officio member/BOS alternate. According to our Rules of Procedure, we should have 5 regular voting members and 3 alternate members.

In our current situation, if one member is absent, we do not have sufficient voting members to hold a meeting and conduct business. This will be the situation at our upcoming meeting on January 22, at which we have scheduled business to conduct and time-sensitive issues to approve.

Paula Hancock has been our paid secretary (minute taker) for some time now. She could appropriately fill in as an alternate and contribute to discussions and decisions. This will not create any conflict with her paid secretarial position, in which she will continue to serve.

I urge the Board of Selectmen to approve Paula Hancock as an Alternate Member of the Planning Board for a three-year term.



**TOWN OF ASHLAND**

**APPOINTMENT APPLICATION**

**BOARDS, COMMITTEES AND COMMISSIONS**

(Appointments are made as vacancies occur)

Name Paula Hancock  
Address 48 West St Apt 201 Ashland Lived in Ashland since 2016 present  
Day Phone (603) 375-4265 Evening Phone (603) 375-4265  
Email paulahancock@twc.com

I am interested in volunteering for one or more of the following, in order of preference:  
(1st choice, 2nd choice, etc.):

☐ Capital Improvements Plan (CIP) Committee

☐ Conservation Commission

☐ Economic Development Committee

☐ Heritage Commission

☐ Housing Standards

☒ Planning Board

☐ Zoning Board of Adjustment

☐ Other \_\_\_\_\_

Occupation minute taker for Planning Board

Employer Planning Board Since April 2015 - present

Do you feel there could be any conflicts of interest with your personal beliefs, occupation, or employer by being appointed to serve on what you have applied for? ☒ No ☐ Yes

Education Plymouth State University - bsc degree English BA

Relevant Experience minute taker w Planning Bd familiar w issues

Volunteer time available per week for all Planning Bd mtgs

Have you been previously appointed to any Town or School District Boards, Commissions or Committees? ☒ No ☐ Yes If yes, list all \_\_\_\_\_

Are you willing to serve as an alternate member? ☐ No ☒ Yes

Are you willing to serve on a sub-committee? ☒ No ☐ Yes

I would like to change/improve the following be available as alternate as needed  
and by appointment by the chair

The greatest personal attribute or qualification I can bring to this appointment is to be appointed  
as alternate by chair as needed

I would like to be appointed because to insure the Planning Board has  
its needed quorum to continue their work

Signature Paula Hancock Date 11/10/2020

Please submit this form by mail to: Town of Ashland, P.O. Box 517 Ashland, NH 03217 or  
email to [townadmin@ashland.nh.gov](mailto:townadmin@ashland.nh.gov)

Board of Selectmen adopted on April 30<sup>th</sup>, 2018