

**TOWN OF ASHLAND
BOARD OF SELECTMEN
MEETING AGENDA
TUESDAY, FEBRUARY 18, 2020 at 6:30 p.m.
ASHLAND WATER & SEWER CONFERENCE ROOM – 6 COLLINS ST.**

- I. PLEDGE OF ALLEGIANCE**
- II. CALL TO ORDER**
- III. PUBLIC COMMENT**
- IV. APPROVAL OF MINUTES**
 - a. BOS meeting(s); 2/3/2020
- V. NEW BUSINESS**
 - a. Whipple House lease agreement with Ashland Historical Society (AHS)
- VI. OLD BUSINESS**
 - a. Town Manager updates
- VII. SELECTBOARD ITEMS**
- VIII. NON-PUBLIC SESSION (If needed)**
- IX. ADJOURN**

Posted on 2/14/2020 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.

1 **MOTION:** Vice Chairman DeWolfe
2 *To accept the donation of a new playground and on behalf of the town have the Town*
3 *Manager sign the agreement with Game Time.*

4 **SECOND:** Selectman Sharps

5 **VOTE:** 5-0

6 **MOTION PASSED**

- 7
8 b. **Ashland Police Department expenditure from Police Car Capital Reserve Fund**
9 **(CRF)** – Ashland Police Chief Will Ulwick requested for an expenditure from the
10 Police Car CRF to purchase a new Dodge Charger. Chief Ulwick said the car will be
11 used as an admin car for training, court appearances, and general administrative tasks
12 with the department. The car won't be delivered for another three months and will be
13 outfitted later.

14
15 **MOTION:** Selectman Sharps

16 *To expend \$26,794.96 from the Ashland Police Car CRF for the purchase of a 2020*
17 *Dodge Charger Police Cruiser.*

18 **SECOND:** Vice Chairman DeWolfe

19 **VOTE:** 5-0

20 **MOTION PASSED**

21
22 **IV. SELECTBOARD ITEMS**

- 23 a. **New Ashland Electric Department Superintendent contract** – the Board signed the
24 contract for the new Ashland Electric Department Superintendent, Robert Kuell, and
25 announced that Robert will be starting at the end of March.
26 b. **Pemi-River Local Advisory Committee (PRLAC)** – Vice Chairman DeWolfe
27 followed up with the Board about the recent PRLAC meeting. Vice Chairman
28 DeWolfe requested the Board review the memo from NHDES Wetland Bureau (sent
29 via email) about an application from Eversource to complete vegetation maintenance
30 along their distribution and transmission lines. Topic to be further discussed at the
31 next PRLAC meeting.

32
33 **V. NONPUBLIC SESSION**

34 **MOTION:** Selectman Sharps

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

36 **SECOND:** Selectman Badger

37 **VOTE:** 5-0

38 **MOTION PASSED**

39 **ENTERED:** 7:20 p.m.

40 **RENTERED:** 7:42 p.m.

- 41
42 **VI. ADJOURNED** – the Board of Selectmen adjourned their meeting at 7:42 p.m. until their next
43 meeting scheduled for Tuesday, February 18th, 2020.

44
45 *On behalf of the Ashland Board of Selectmen, Town Manager Charles Smith wrote these meeting*
46 *minutes on February 6, 2020.*

AMENDED AND RESTATED LEASE

The Town of Ashland, a municipal corporation in Grafton County, New Hampshire (the Landlord) and the Ashland Historical Society, a New Hampshire nonprofit corporation with its principal place of business at 14 Pleasant Street, Ashland, New Hampshire 03217 (the Tenant) agree that the Landlord shall lease to the Tenant, and the Tenant shall lease from the Landlord a building or buildings on the west side of Pleasant Street in Ashland, known as the Whipple House, and the lands on which the building stands (collectively the "Premises"). This Lease to be upon the following terms:

1. The term of this Lease is one year, commencing January 1, 2020 and ending December 31, 2020. It shall be automatically renewed for another year, on the same terms, including this renewal provision, on January 1, 2021 and on January 1, of each year thereafter unless either party shall, on or before November 30 of any year, notify the other party in writing that the Lease shall not be renewed.

2. The Tenant shall pay the Landlord rent in the amount of \$1.00, in advance of each January 1st, for each year's tenancy.

3. The Tenant is to use the premises for the purposes of an historical museum and archives for the preservation and perpetuation of historical articles and for activities related thereto, together with sales of merchandise and other items, incidental to the principal use. The Tenant shall conduct no hazardous or illegal activities on the premises and shall conform its use of the premises to all applicable laws, ordinances, and regulations.

4. Subject to the provisions of the immediate preceding paragraph, the Tenant may rent or sublease a portion of the premises for dwelling purposes, using all rent received thereby for the improvements, maintenance, and repair of the premises, including the costs of insurance and utilities.

5. The Tenant accepts the building and premises in their existing condition. No representation or warranty, express or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of the premises. The Landlord shall not be liable for any defect in the property or for any limitation on its use.

6. The Tenant shall, at its own expense, make all necessary repairs and replacements to the premises and to the pipes, heating system, plumbing system, window glass, wiring, fixtures, and all other appliances and appurtenances belonging thereto. All such repairs and replacements shall be made promptly, as and when necessary, and shall be at least equal in quality and class to the original work. If the Tenant shall default in making such repairs and replacements, the Landlord shall notify the Tenant in writing of any such required repairs and replacements, and the Tenant shall have a reasonable period within which to complete such repair and replacement. If the Landlord provides such notice, and the Tenant fails to complete required repairs and replacements within a reasonable time, the Landlord, may, but shall not be required, to make the

repairs and replacements itself, for the Tenant's account, and the expense thereof shall be payable by the Tenant to the Landlord as additional rent.

7. No alterations or additions to the buildings or other improvements on the premises shall be made without the written approval of the Landlord.

8. On or before November 1 each year, the Tenant shall provide to the Town's Board of Selectmen, a yearly accounting of the premises that identifies: (i) rental income received from the premises; (ii) funds spent to repair and maintain the premises; and (iii) a description of the repairs and maintenance that AHS performed in the preceding year.

9. The Tenant shall each year on or before January 1 provide the Landlord with a certificate of insurance demonstrating that it carries policies of public liability insurance for personal injury (with \$1 million coverage), with the town named as an additional insured, and insurance on all property it stores or locates on the property. If the premises are damaged by fire or other casualty, they shall be repaired to the extent of available insurance proceeds, and may be restored or repaired further by either party, at its own expense. Any such damage coming to the attention of the Tenant shall be reported by it to the Landlord without delay.

10. The Landlord and its representatives may enter the leased premises at any reasonable time, on reasonable notice to the Tenant for the purpose of inspecting the premises, performing any work which it has the right to perform under this Lease, exhibiting the premises for sale, lease or mortgage financing, or for any other reasonable purposes, consistent with the Tenant's occupancy under the Lease. The Tenant shall leave a copy of the key to the premises with the Town of Ashland Fire Department, which the Fire Department shall use only in emergency situations.

11. This Lease is binding on and inures to the benefit of the successors and assigns of each of the parties, but this Lease shall not be assigned without the written permission of the Board of Selectmen.

The parties have caused their corporate names and seals to be set hereto by the Selectmen for the Landlord on _____, 2020 and by Jeanette Stewart, the duly authorized President of the Tenant, on _____, 2020.

**TOWN OF ASHLAND
BOARD OF SELECTMEN**

Witness to Selectmen

Frances Newton, Chair

Eli Badger, Selectman

Casey Barney, Selectman

Leigh Sharps, Selectman

Kathleen DeWolfe, Vice Chair

**ASHLAND HISTORICAL
SOCIETY**

Witness

By Jeanette Stewart
Its President, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The above Lease was acknowledged before me on this ____ day of _____, 2020 by Frances Newton, Eli Badger, Casey Barney, Leigh Sharps and Kathleen DeWolfe, Selectmen of the Town of Ashland, on behalf of the Town.

Notary Public/Justice of the Peace
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The above Lease was acknowledged before me on this ____ day of _____, 2020 by Jeanette Stewart, President of the Ashland Historical Society, a New Hampshire nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public/Justice of the Peace
My Commission Expires:



Town of Ashland, New Hampshire

20 HIGHLAND STREET • P.O. BOX 517 • ASHLAND, NEW HAMPSHIRE 03217-0517
TOWN OFFICE (603) 968-4432 FAX (603) 968-3776

Town Manager Updates – February 2020

Town Manager update reports are 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.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (NHDOT); TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT; as brief reminder this project is in collaboration with NHDOT, to reconstruct the sidewalk and crosswalks along Main Street/US Rt. 3/25 from approximately the end of West St. through Gordon St. Since our last update NHDOT and their Right-of-Way division have approved our temporary construction easements. Now the town can start negotiations with property owners along this route for signoffs with temporary construction easement. Once these easements are signed, we can go out to bid for construction.

NEW HAMPSHIRE LAND & COMMUNITY HERITAGE INVESTMENT (LCHIP) – another brief reminder, this project was in part funded through an LCHIP grant, to have an architect review/analyze the Town Office building and submit a Historical Structure Report. Our architect for this project Williams Architect, submitted the report to LCHIP about a month ago, who has since responded to Williams Architect for finishing touches. The town received a draft copy and already started on the recommendations to improve the building. As such, we hired a contractor to repair the windows, so they'll be able to open and close. To make this happen the contractor will repair the old windows and install storm windows. Our contractor approached the town about painting the shim around the building as it's deteriorating, we are currently waiting for that proposal.

TOWN PARCEL AUDIT – GEOGRAPHIC INFORMATION SYSTEM (GIS) MAPPING – this project is 40% completed and has entered phase II the parcel compilation stage. This phase requires compiling the maps and reconciling the compiled parcel boundaries to the assessed area on the town's assessment roll.

ASHLAND PARKS & RECREATION – at our last Board of Selectmen meeting the Board accepted the donation of a new playground. Installation should begin in the coming months.

ASHLAND POLICE DEPARTMENT – the police department received the new speed radar trailer. Once the snow starts to melt the radar will be placed around town.

ASHLAND WATER AND SEWER DEPARTMENT – the contractor for the Headworks & Septage Receiving Station project has reached substantial completion. The equipment has



Town of Ashland, New Hampshire

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been tested, staff has gone through training, and the contractors ready to transfer responsibility.

ASHLAND ELECTRIC DEPARTMENT – our new Superintendent starts the last week of March. Last Friday we had a power outage on Leavitt Hill Road that due to our trucks being out of service took a bit longer than expected. By the end of February, we expect our small bucket truck to be back on the road. In March, we intend to repair the larger bucket truck.

ASHLAND DEPARTMENT OF PUBLIC WORKS – have been quite busy dealing with snow removal. DPW works extended ours clearing the roads and then the days following the storm are cleanup, especially around the catch basins and culvert areas.