

**Town of Auburn
Board of Selectmen
February 12, 2018
Town Hall**

7:00 p.m.

() Call to Order – Pledge of Allegiance

Approval of Accounts Payable for Week of February 12, 2018
Consent Agenda – as of February 12, 2018

() Appointments with the Board

John MacLean – Presentation of MRI Operations Assessment of Town Hall Operations

Rene LaBranche of Stantec and Ron Poltak, Planning Board Chair – Renewal of Stantec Master Agreement with Town of Auburn and Auburn Planning Board

Recreation Coordinator Amy Lachance – Proposed Summer Camp Program

() New Business

Potential Voluntary Merger of Property

() Old Business

() Other Business

Joint Selectmen and School Board Meeting – February 13, 2018 at 6 PM

() Minutes

- February 5, 2018 Public Meeting
- February 5, 2018 Non-Public Meeting (x 2)

() Non-Public Session pursuant to RSA 91-A: 3, II (c)

Consideration of matters which could affect the reputation of someone other than a member of the Board.

() Adjourn

Note: "Any person with a disability who wishes to attend this public meeting and needs to be provided reasonable accommodations in order to participate, please contact the Board of Selectmen's Secretary at (603) 483-5052 x100, so that arrangements can be made."

REPORT
OPERATIONS ASSESSMENT
TOWN HALL OPERATIONS
AUBURN, NH
FEBRUARY 2018

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Municipal
Resources
Inc.

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REPORT





REPORT

OPERATIONS ASSESSMENT

TOWN HALL OPERATIONS

AUBURN, NH

FEBRUARY 2018

Overview

Municipal Resources, Inc. (MRI), was engaged by the Town of Auburn NH to complete a review of Town Hall functions. Senior Consultant John MacLean was the lead consultant on this project and other members of the MRI consulting team were used as necessary.

This report is a result of a series of interviews conducted with the Board of Selectmen, the Town Administrator, elected officials/department heads, appointed department heads, and the administrative staff at Town Hall as well as a review of relevant documents and observation.

The intent of the report is to present the concerns of the management and administrative team, while also incorporating the findings of the MRI professional staff in such a way as to best identify opportunities for improvement. The resultant objective being the incorporation of a highly adaptive and sustainable local government that best serves the current and future needs of the citizens of Auburn. MRI's findings and recommendations are listed at the end of this document within the section labeled findings/recommendations.

It should be acknowledged that all persons to whom MRI spoke were engaging, professional, and committed to the Town. Indeed, the community is well served.

Interviews

Board of Selectmen

The Town of Auburn is governed by a three-member Board of Selectmen (BOS). All members of the BOS are long term residents of the community and the majority have served in various other roles in the community such as School Board, Zoning Board, Budget Committee, etc. The Board seems to have a good sense of the “pulse” of the community.

The BOS see their town government as being multi-faceted requiring a variety of skills to support the different aspects of community life. This includes: Administration, Life Safety, Police, Fire, Library, Parks & Recreation, and sub-contracted road services thru an elected Road Agent. The Town also consists of other elected department heads, specifically the Town Clerk and the Tax Collector.

Interviews with the BOS revealed concerns for staff development, cross training, succession planning, employee recruitment/retention, processing invoices, and project management.

There was also mention of the possibility of an expanded role (more hours) for the Parks & Recreation Coordinator from part-time to full-time employee. As this would allow for more recreational activities to be planned and carried-out for a wider cross section of Auburn’s citizenry.

The Board also expressed considerable concern for the local school district, indicating their support for the need to replace portable classrooms with a new addition and renovate the existing facility in order to accommodate a growing student population and offer a much-needed modern day class room to effectively educate. The BOS felt that the School Board had unsuccessfully attempted, on two occasions in 2016 and 2017, to pass a 30-year bond initiative for \$23.1 MM to \$24.8 MM that would have accomplished these goals. The vote failed the first time by a mere 7 votes, and the second time by 87 votes. The BOS suggested that a Master Plan demonstrating how the project will fit into the community’s effort to create a sustainable future could help to convince voters in the future.

The BOS also indicated their interest in seeing a joint purchasing program (Town and School) be put in place in an effort to save money through bulk purchases and to utilize common resources more efficiently. They also expressed interest in the idea of sharing services such as building maintenance in an effort to eliminate redundancy and to become as efficient as possible. Further indicating they are open to whatever makes sense and stimulates closer cooperation between the two entities. (note: a joint committee has been appointed with representation from the School District and the Town.)

Town Administrator

Having more responsibility than authority is a common concern for town administrators, and this Town Administrator, Bill Herman, is no exception to the rule. Although the authority and responsibilities of a town *manager* are clearly defined by NH law (RSA 37:5 and 37:6 specifically) there is no such authority defined in the law for a *Town Administrator*. A *Town Administrator* has only that authority delegated to him/her by the Board of Selectmen. Mr. Herman is a seasoned veteran that has been on both sides of the aisle in that he has been an elected official as well as an appointed one. This gives him a unique ability to appreciate the challenges of his office and that of his bosses, the selectmen.

He recognizes that the BOS are often forced to make difficult choices that appear re-active rather than pro-active. He sees this as a direct result of stagnating revenues. He points to there not having been any new subdivision development in Town in over three years. With the City of Manchester owning 25% of the existing available land mass in Auburn, and a 2016 vote to eliminate Cluster Housing it seems less likely that residential development can be sustained at a pace necessary to offset increasing demand for local services. The good news, however, is that the Town's operating budget is still quite low, having been set at \$5.2 MM this past fiscal year, resulting in a subsequent property tax rate of a modest \$21.15 per thousand. Couple this with the fact that the Town has no outstanding long-term-debt, the Town Administrator believes that there is ample time for the BOS to make adjustments in forecasting, planning, and implementing service delivery. However, he feels the Town's budgeting process should be modified to enable the BOS and the Budget Committee to see the big picture of the total budget before they commence their annual deliberations instead of the building block process used today. This would also include support and adherence to the Capital Improvement Plan and process.

Road Agent

The current Road Agent is elected and has lived in the Town for 51 years. He functions as a prime contractor to the Town and in addition to an annual stipend of \$2,800.00, he is paid hourly by the Town for the use of his ten-wheel dump truck. The BOS determine the rates he can use when employing sub-contracted laborers and their equipment. The Town has 70 miles of paved roads, and five miles of gravel roads. Advanced Paving Company has performed most of the Town's paving work. Accurate Tree is the forester, and line painting is contracted out annually. In addition, the Road Agent recycles reclaimed pavement and gravel, has a stone crusher, and re-uses rip rap as it becomes available. Road salt is purchased on State contract.

The Road Agent is aware of "possible hard feelings" between himself and several department heads. He believes that for his part, he has moved on, and would like to see the matter resolved. (Note: An outside mediator was brought in to conduct several listening sessions

between the aggrieved parties.) Although the delivery of typical public works services can be provided efficiently through the elected Road Agent model, there is some question as to the sustainability of this practice in New Hampshire. Private contractors that assume the responsibility of Road Agent may be less inclined to provide services under this model at a rate less than what they would be charging for similar private sector work. As elected road agents “retire out” there may be a smaller pool of residents equipped and qualified to do the work. Given that private sector contracts may be more lucrative, the Town would be left in a position to pay higher rates or have no one run for the position.

Police Chief and Fire Chief

MRI met with both the Police and Fire Chiefs together at their request. They were very upfront about their concerns and their personal desire to see harmonious relations return to Town government. They felt that there has been strained relations with the BOS, Town Administrator, and the Road Agent to be more specific. The Police Chief feels that all elements of Town government should be brought together for the common good. He believes that the Town Administrator could do more in this regard by communicating more effectively in order to put a stop to the “us versus them” mentality. He feels that the Road Agent could eventually be invited to participate in these discussions. He also stated a concern that everyone be held to the same standard of fairness and equitable treatment. The Fire Chief echoed these same sentiments.

Auburn School Principal

The Principal appreciates the Town Administrator’s management style. Particularly the way he facilitates staff meetings. She finds his openness and availability very helpful by providing her with access to other department heads. She feels that this is mutually beneficial as her organization is the single largest employer with a workforce of approximately 100 persons.

The Principal feels that 2017 has been particularly difficult year for her teachers as they have witnessed the failed votes for sorely needed facility renovations and have been asked for concessions in their most recently negotiated Collective Bargaining Agreement. As a result, employee health insurance is changing from a PPO to a low HMO plan. The facilities continue to challenge both students and teachers alike in such basics as providing functional classroom and adequate restroom facilities.

The Principal has improved communications between the School and town residents through the use of an electronic newsletter that she publishes, and also through articles that she contributes to the “Town Crier” (a newsletter that the Town publishes).

The Principal is equally concerned with the fact that the Town is exclusively a residential/bedroom community with little to no businesses to draw upon. Consequently, people in town go elsewhere for their services and needs. This seems to carry-over in the general attitude of many people towards lack of supporting long term investment in major facility renovations.

The Principal did point out that the Town Hall functions as a community center, as does the meeting room at the public safety complex. She also mentioned the cooperation that exists between the School, Parks & Recreation, and the Library suggesting that there is already an existing framework of shared resources.

The Principal indicated that in addition to the renovations, other issues include adding a school resource officer, and involving more parents in the education of their children. It is her belief that when parents are directly engaged in their students' activities, they have far fewer problems and are much better able to succeed at school.

Library Director

The Library Director loves her job and considers herself a lifelong learner. She enjoys a good relationship with the Town Administrator and works well with other local officials (town and school alike). The fulltime Library Director position is supplemented by a part-time staff of five. The Library is closed on Mondays; open Tuesdays 10:00 AM to 6:00 PM; Wednesdays 1:00 to 8:00 PM; Thursdays 10:00 AM to 6:00 PM; Fridays 10:00 AM to 5:00 PM; and Saturdays 10:00 AM to 2:00 PM.

The Library Director has two priorities at this time: 1) create additional space and 2) set aside a "place" for teens at the Library. The Library has a very small footprint, and only within the last fifteen years has there been in-door plumbing available. She would like support for a building expansion, increased parking, and an upgrade to the print collection. She is aware that many residents go elsewhere for their library needs and sees this as a direct result of inadequate resources, lack of tech support, staffing issues, and print collection availability. She believes this is borne out in part by the fact that the Library sees a doubling of attendance whenever programs are offered offsite.

The Library Director feels that the Town is undergoing an internal debate relative to growth, versus no growth, and that this debate will affect the Library.

Town Building Inspector

The Building Inspector has been with the Town since 1996. She handles approximately 300 permits per year with 25 to 30 new homes being constructed annually. Office hours are Monday through Thursday 8:00 AM to noon with field inspections from 12:30 to 4:00 PM.

The Building Inspector says she frequently hears from contractors, “why do they need an engineer to stamp their work when an architect has already stamped it?” She believes this question is consistent with the fact that the Town relies exclusively on outside engineering firms for the simplest of tasks. She would recommend for future consideration that the Town explore hiring a DPW Director to represent the Town in routine matters of administration while also taking charge of Highway, Fleet, Buildings & Grounds, and Cemeteries.

The Building Inspector feels that human resource issues are a concern. There should be a shared vision for the organization establishing uniform standards that the entire organization is held to, including signing time sheets, the impact of employee tardiness, and cross training. She also feels someone needs to be in-charge and that trust is a significant issue. Too often, one department’s interest comes at the expense of another department. Therefore, transparency in the decision-making process is needed.

The Building Inspector points to the fact she lacks privacy at Town Hall and that it is difficult to attend to her customers when other conversations are going on in close proximity. Coupled with limited workspace in which to lay out plans and drawings, and her files being located in the basement, she finds the office environment to be challenging.

The Building Inspector believes it will be difficult for the Town to find someone to replace her with the required skillset. She does everything herself, letter writing, filing, field inspections, customer relations, and electronic messaging/ telephone calls.

Elected Town Clerk

The Town Clerk office is open to the public from 10 AM to 7 PM Mondays, 8 AM to 2 PM Wednesdays and Thursdays, and from 8 AM to noon on Fridays. The office accepts online payments including credit cards by utilizing e-read software.

The Clerk feels the Town Administrator makes a difference, that he is a go-to-person and that he is trustworthy. This works well for her as the Clerk’s office is statutorily defined and she sees their relationship as more of a mutually beneficial partnership.

She also appreciates having a Deputy Clerk. This role is important to the overall efficiency of her office. Currently, the Deputy divides her time between three different jobs which are

considered to be mutually exclusive in that while doing one, she may not assist with another. This has had the unintended effect of being unresponsive to customers who are waiting in line for one service, while the other line is non-existent. This could leave the public wondering why someone who appears to be available isn't assisting them.

The Clerk believes that training is an issue. With only one person in each job, there is little time to cross train other staff. What training there is comes through State classes and professional associations. There are some manuals and books, but she has all she can do to keep up with the day-to-day operations of her office, let alone develop training guides.

The Clerk also commented on the Town's Recreation Coordinator indicating that many people like her and she is a "good fit" for the community. The Clerk believes the BOS may have expressed an interest in the recent past of hiring a greeter for Town Hall. She felt the Recreation Coordinator is partially meeting that function as is the Town Clerk due to their service windows being the first that people see upon entering Town Hall. To the extent possible, she believes cross training and succession planning is sorely needed.

Elected Tax Collector

The Tax Collector is elected every three years. The Tax Collector's office is open the same hours as the Town Clerk, which is convenient for residents. The office, while very efficient, has not yet activated an online payment system. She is looking into this potential for possible implementation in 2019. This will be an important achievement as it could significantly reduce the number of citizens currently paying their taxes at Town Hall, reducing inconvenience for the customer, while potentially reducing the number of hours the Deputy Clerk must spend assisting the Tax Collector in this regard.

The Tax Collector feels that everyone currently on staff get along well. Her concerns are mostly that there is very little training offered and that staff members in specialized roles like her own, need familiarity with the myriad of laws and administrative practices governing such essential functions. Fortunately, with her own background, she was able to successfully accomplish her own training through Muni Smart. As a result, she has been developing a "how to" manual for her position to be able to pass on to whoever her future successor might be.

Other concerns that she noted included: The perception by some members of the administrative staff that pay inequities exist; the need for someone to be in-charge of administrative functions at Town Hall; and that there is a sense that the Town may be losing its small-town charm as the expectations of Auburn's newest residents are not always the same as the expectations of the Town's lifelong residents.

Deputy Town Clerk / Deputy Tax Collector / Editor, Auburn Village Crier

The Deputy Town Clerk supports the Town Clerk on a part-time basis and also fills the part-time Deputy Tax Collector's position in support of the Tax Collector. Since this position currently reports to two different elected officials, it is reported that she is only allowed to perform one function at a time. From a customer service perspective, it seems that a reasonable accommodation could be made to serve both functions concurrently.

She also feels that communications can be an issue. Particularly when seeking guidance. Sometimes, confusion results and issues have the potential to take longer to resolve.

The Deputy Clerk believes the Town might consider hiring a Human Resources person to address the various classification, compensation, personnel policies, training, and other employment related issues.

Town Recreation Coordinator

The Recreation Coordinator believes that the community works well together and that she has received tremendous support from the Police and Fire Departments through the use of their meeting space for various programs. She is proposing some new programs for the community, but she is extremely limited in what she can offer due to her 15-hour work week. Her challenges also include limited use of indoor space, too few budgeted hours, and inadequate funding for expanded services.

The Recreation Coordinator works with a volunteer Recreation Commission to establish programs. These include scheduling two family events per year, several trips/meals for seniors, and support for the leagues promoting Youth Sports. She also utilizes Facebook and other forms of electronic communication to advertise these programs.

The Recreation Coordinator enjoys her work but is often unsure as to her authority in order to carry-out her responsibilities. She feels the Town would be well served by creating a full-fledged Parks & Recreation Program with a full-time director.

Since MRI interviewed the Recreation Coordinator, the BOS have formally established a goal of engaging a community dialogue to determine what the future direction of Parks & Recreation should be in Auburn. Thoughts have ranged from a department level structure to a volunteer structure with limited support, and the BOS desires to determine the structure and move in that direction, whatever it may be.

In 2017, the Recreation Coordinator successfully ran three programs on a self-funding basis. The programs included a running camp, a Lil' Yogis (yoga for children) and a babysitting course.

The programs were very successful and more than paid for themselves, leading the BOS to seek the establishment of a Recreation Revolving Fund at the 2018 voting for future activities.

Executive Assistant to the BOS and to the Town Administrator

(Since this interview took place, the Executive Assistant has accepted a position as Town Administrator with another community.)

The Executive Assistant has 13 years' experience with the Town. During this time, she has been working on her Bachelor's Degree in Sociology and completed a certified course in public supervision in part because of the Town's accommodating her schedule. Her position also combines different functions into one full-time position and includes approximately three days a week assisting the Finance Director with the Town's financial accounting.

The Executive Assistant is responsible for payroll, accounts payable, general purchasing, BOS minutes, auditor preparation, new employee intake, and researching information for the Town Administrator and the BOS. Generally speaking, she enjoys her administrative role; although, she does acknowledge that it can be confusing with respect to the Board's expectations during follow-up to Board meetings as she is not usually involved in preparing their agenda which can cause uncertainty relative to their actions.

The Executive Assistant, while handling some of the employee benefits, does not oversee all of them. For example, the Finance Director files Workers Compensation claims directly. While this is fine in terms of accountability, some continuity/efficiency may be lost due to the bifurcation of this assignment.

She is also concerned that the filing of state forms, for example Storm Water Forms, have not been specifically assigned to someone on staff, and could be subject to "being forgotten" during the press of business and subsequently not filed in a timely manner.

The Executive Assistant feels that there is a lack of communication at Town Hall and also across the departmental spectrum in general. She also believes this could be remedied through team building exercises and by conducting regular staff meetings.

She believes that her annual performance review could be unduly affected because it is split between the Town Administrator and a member of the BOS, with each one having an equal voice in the outcome. While this is understandable as she works with both entities, it can lead to confusion on the part of those involved and have unintended consequences for the employee.

In addition, she feels that there is a need to determine who is actually in-charge of administrative functions at Town Hall, and that all employees be required to adhere to human

resource protocols (examples of this include signing time sheets and consistent hiring practices).

Fairness is a major issue in her opinion. To this end she believes positions should be reviewed in order to determine the accuracy of job descriptions in reflecting what work is actually being performed, and that compensation be adjusted accordingly. She believes the focus should be on the position, not the person serving in the position.

The Executive Assistant also believes the Town Administrator should conduct regularly scheduled staff meetings, and that staff should celebrate events as a team. She also feels the Town should place a high priority on the development of a succession plan for the organization.

Land Use Administrator

The Land Use Administrator works Monday through Friday from 8:00 AM to 4:30 PM. She feels the administrative staff work well together and that they help each other to get the job done. Her concerns include the amount of time it takes to input data, inadequate work space, and that the records/files for Land Use are co-mingled with the Assessing files. Other concerns include record retention (how long to keep), and best practices when loaning-out her files. To address this, she has developed a system that she believes works well (photo-copying drivers' licenses).

Town Finance Director

The Finance Director has been with the Town for 11 years. Since her arrival, she has improved many aspects of the accounting system. For example, assets are now recorded, the MS-35 updated and she has been developing a "how to" file for various functions and processes to allow for succession preparedness.

Her observations include that staff may not fully appreciate the importance of including the Town Administrator when bringing matters of interest to the BOS. She feels that this type of informal communication can have a negative effect on the working relationships between the various administrative staff members, the Town Administrator, and the BOS.

The Finance Director feels that the taxpayers should be the central focus of all that is done at Town Hall. That citizens should receive courteous and prompt attention.

The Finance Director appreciates that the Town Hall was recently renovated and in her opinion the building is a great improvement over previous conditions.

She believes that the Town Administrator should be given clear authority to act on behalf of the BOS in order to supervise other administrative staff members. This should include the Town Administrator being given authority to interpret personnel policies and offer general guidance. In this way, helping to resolve staff concerns for equal treatment.

Over-all she believes that morale at Town Hall has improved, and that as long as the staff are kept in the communications loop, it will continue to do so.

Observations Based on Interviews

The reoccurring themes from these interviews fall into several well-known categories that involve leadership, communications, process, training, and succession planning. All of these areas of interest are incredibly sensitive to one's own perception of what is important to the organization and the individual alike. Without clearly defined goals, feedback, and a sense of belonging, even the most dedicated employees will feel isolated. The consequences of such feelings lead to hypersensitivity to perceived inequities, and a sense of its "every person for themselves". Thus, the team breaks down and even though the individual employee remains competent, and caring in their own right, they are more apt to seek alliances, or avoid workplace entanglements altogether. While avoidance may seem on its face to be a reasonable strategy for getting the job done, it becomes an inhibitor to creating a highly functional team. Alliances in themselves almost always divide the staff and set up a win/lose scenario. In either case, a tremendous amount of creative energy is lost, and the same perceived set of problems never seem to go away. Eventually, everyone involved feels powerless to change the negative dynamic. If only the situation could be legislated away, and by doing so, the staff were able to identify the core issues, and find corresponding solutions without making a single change to the existing structure, i.e., the BOS continues to provide leadership, the Town Administrator assists the BOS, and the administrative staff are empowered. In this way citizens can rest assured that all is well, and that their elected representatives are informed, responsive, and providing sound leadership to a professional, competent, and motivated staff.

While the interviews may appear to focus on the Town Administrator at times, it is most likely due to the expectation that he has more authority than he is currently exercising. The vague notion that leadership is sometimes lacking is endemic to the role of Town Administrator who can do no more than what he is allowed to do, and at no time may he usurp the general authority over the organization which is directly exercised by the BOS. Yet, we see his leadership in supporting the BOS, Department Heads, Boards, and School officials where he receives high praise.

Clearly the Town Administrator has shown a willingness to advocate for outside expertise that might be employed in order to assist the Town. To their credit, the BOS have been willing to support him by authorizing MRI to conduct three studies, "An Organizational Risk Assessment

for the Fire Department”, “An Organizational Risk Assessment for the Police Department” and this review of the Town Hall operations. Also, two BOS “Goal Setting” sessions in 2017 and 2018, and a community discussion session entitled “Where do we go from here?” were facilitated by Primex with excellent results. They are shown below as part of an existing framework of recommendations from which to build upon.

Before these efforts took place, the Town Administrator took steps to provide greater transparency and improved communications by securing approval to do the following:

Bi-Monthly Department Head Meetings: A total of 11 individuals which included the Town Clerk, Tax Collector, Building Inspector, Finance Director, Recreation Coordinator, Police Chief, Fire Chief, Road Agent, Library Director, School Principal and Town Administrator attend. A fairly informal meeting intended to highlight what they and their departments are dealing with and what is going on. Often, it leads to interactions between the individuals that results in highlighting potential shared reality and interdependent solutions.

Full distribution of BOS Meeting Agenda and Support Materials: In the past year, the Town Administrator began distributing to all department heads (including the School Principal) an advance copy of the BOS meeting agenda and back-up materials for that evenings meeting. He does so by the Friday before the Monday meeting and the intention is to keep everyone in the loop about what the BOS is currently dealing with.

BOS Goal Setting: In December 2016 and January 2018 the Town engaged Primex to assist the BOS and the Town Administrator in the first ever Goal Setting session for Fiscal years 2017 and 2018. The resultant report for 2017 was widely shared with Department Heads, the chairs of all Town Boards, and the general public (via inclusion in the 2017 Town Report and posting to the Town website). The 2018 report will be distributed as well when it is received. It is intended to continue this practice by holding a similar session annually to continually chart the course and goals for the Town.

Facilitated Leadership Training Program: In April 2017, the town hosted a half day leadership training program for an audience of about thirty individuals inclusive of department heads and mid-level managers from both the Town and School District, as well as elected officials (BOS, School Board, Library Trustees and Police Commission). For this program, the Town hosted Ty Gagne, CEO of Primex, and his “Trouble in the Presidential” program which was very well received by the participants. The Town anticipates doing something on this level every year going forward.

Recommendations from Community Goal Sessions as Facilitated by Primex

The following recommendations were the result of discussions that took place at community goal sessions that were facilitated by Primex and are being implemented at this time. They are worthy of inclusion in this report as they address many of the subjective issues noted during the MRI interview process. They included:

Facilitated Community Meeting for School Project: The Joint Leadership training program lead to a request to have Primex staff facilitate a community discussion/forum for approximately forty community members to focus on the issue of a needed renovation and/or addition to the Auburn Village School. From this came a report to the School Board which is incorporating many of the suggestions in an effort to advance another bond proposal to the voters in March 2018.

Joint Board Meetings: The BOS and the School Board have agreed to hold joint quarterly meetings to enable the two boards to compare notes and discuss big items and issues facing the community. These meetings will become part of regularly scheduled board meetings rather than adding additional meetings to everyone's schedules. The first meeting was held November 20, 2017 with a second meeting to be held February 13, 2018. Meeting dates anticipated for May and August of 2018 are yet to be determined.

Capital Improvement Planning: Another idea that sprang from the discussion during the Facilitated Community Meeting is the School Board requesting the School administration and SAU to develop a Capital Improvement Plan for the School District. The School Superintendent reached out to the Town Administrator, who advised the school administration on the process. And although the School Board wanted a stand-alone CIP, it was agreed that the Town version and that of the School were not to be considered mutually exclusive. Rather, with the use of common definitions to establish thresholds, the two documents could be merged into one for the purpose of creating a single Town CIP to be reviewed by the Town's Planning Board. The plan is, going forward, to annually update each one and continue to include the updated version in the subsequent planning/budget documents. This has become part of the BOS goals for 2018.

DISC Assessment: The Town has hosted Carl Weber from Primex as the facilitator for a DISC Assessment to include all Department Heads as well as other staff members from both the School and Town. The individuals completed an online assessment tool for this purpose. It includes both behavioral styles and driving forces. The goal is to provide everyone with insight into their individual natural and adaptive styles, as well as group dynamics and motivators.

Review of Buildings and Facilities Maintenance

The Town Hall is a 100-year-old building that was recently renovated. The building has an open, customer friendly atmosphere, and enjoys excellent light from both external and interior sources. Some trade-offs have been required during the renovation such as permanent files being relocated to the basement, and administrative staff being required to share common workspace.

The Town really does not have anyone directly responsible for the upkeep and maintenance of its buildings. It does have outsourced cleaning contracts; one for the Town Hall and the Library, another for the new Public Safety Facility. Possibilities exist for either a part time position to be created or shared custodial resources with the School.

Review of Joint Purchasing Opportunities

Currently, the Town and the School issue joint RFP's/bid requests for mowing and landscaping, alarm maintenance, and fire extinguisher-inspection services. Other possibilities include paper and office supplies. Unfortunately, the two entities use different heating fuels. The Town heats with oil, while the School uses propane.

Review of Auburn Personnel Policy

The Auburn Personnel Policy was adopted on March 5, 2007 and has been amended 11 times since this date with the last amendment on November 28, 2017. The document is a joint policy that represents not only the Town, but additionally the Griffin Free Library and police department that is governed by the Police Commission. The responsibility for administration of the plan is with the BOS, Board of Police Commissioners and the Board of Library Trustees and all three groups signed the amended plan now in effect. The Town should retain copies of all amendments and plans in order to address any issues that may arise that warrant a review of what policy was in place on a specific date.

An MRI senior consultant found that the Personnel Policy appeared to incorporate all policies Town employees must be aware of and adhere to. In some cases, the policies included procedures to be followed. However, the Town appears to lack an administrative regulations process that could be utilized by the Town Administrator that would outline the specific procedures to be followed when implementing policies adopted by the BOS and are part of the Personnel Policy. Thus administrative regulations could be easily updated by the Town Administrator and issued to employees and departments when administrative modifications are necessary. (See attachment A for sample). The Town needs to determine if policies included in the Personnel Policy Plan also include the procedures to be followed, or covered elsewhere

such as in an Administrative Regulation. When procedures are covered in a separate document that can be more easily modified to reflect minor changes, the entire process is substantially streamlined for both the Town and the employee. Otherwise, if the actual procedures are not “in writing”, it leaves the Town much more susceptible to errors of interpretation based on verbal changes that cannot be substantiated. (Additional recommendations follow).

Review of Internal Controls

An established internal controls program provides a framework to guide the financial operations of a town and ensures that leadership, management and staff are carrying out their fiscal responsibilities.

Internal control activities are the policies, procedures, techniques, and mechanisms that help ensure that management’s directives to reduce risks identified during the risk assessment process are carried out. Control activities are an integral part of the planning, implementing, and reviewing processes. They are essential for proper management and accountability for resources, and for achieving effective and efficient results.

Control activities occur at all levels and functions of the town’s operations. They include a wide range of diverse activities, such as approvals, authorizations, verifications, reconciliations, performance evaluations, security, and the production of records and documentation. Management should ensure that the control activities are being performed and that management’s directives are being carried out. Management should assess the adequacy of internal control activities by considering if the proper control activity has been established, whether they are sufficient in number, and the degree to which those activities are operating effectively.

Internal control activities are only effective if they are followed once determined necessary and reviewed continually. Timely action needs to be taken on exceptions, implementation problems, or information that requires follow up. For instance, management should institute a budget-to-actual reporting control activity. Regularly, management should review the actual performance against budgets, forecasts, and prior period results. Variations not expected should be reviewed thoroughly and errors or inaccuracies should be fixed right away. If the variation is not an error, but an actual deviation from expectations, then operational activity should be reviewed to determine why the variation occurred. It could indicate other problems within the town that will need to be addressed immediately.

Control activities can be numerous, however all control activities do have one common goal and that is to protect against actions that are contrary to the goals and objectives of the town. A number of other important control activities are performance measures and indicators,

segregation of duties, execution and recording of transactions and events, access restrictions, and documentation of controls.

On-going monitoring occurs during reconciliations, and other actions people take in performing their duties. It includes ensuring that managers and supervisors know their responsibilities for internal control and the need to make control and control monitoring part of their regular operating processes. In addition, monitoring includes policies and procedures for ensuring that any audit and review findings and recommendations are brought to the attention of management and are resolved promptly.

Findings of Internal Controls Review

MRI's lead finance consultant, Rita Donaldson, CPA, MBA, spent time on site to interview finance office staff and review the Town's internal controls environment. We found no significant issues to report.

The environment in Auburn is one that puts value on all components of internal controls. The fact that the Town has commissioned this study, and the others mentioned previously in this report, is evidence of the commitment to internal controls and risk assessment. Sufficient information is being recorded and communicated to management and others within the organization who need it, in a form, and within a time frame that enables them to carry out their internal control and operational responsibilities.

The control activities present in the operations of the Auburn Town Hall are satisfactory. Sufficient documented policies and procedures such as reporting, reconciliations and a separation of duties were in place to ensure that potential risks or anomalies could be identified through monitoring and review of reported data. As noted in other sections of this report, the use of administrative regulations could strengthen the internal controls environment of Auburn Town Hall operations.

Recommendations

1. The Town Administrator meet with other administrative staff bi-weekly to review upcoming agenda items, discuss follow-up to recent BOS actions, share common concerns, and celebrate important employee milestones such as employment anniversaries, awards, and recognitions. A timed agenda should be created for this purpose.

2. That a periodic review of the Town's "Classification and Compensation System" be performed in order to reflect market conditions and significant changes in job descriptions and/or responsibilities.
3. Establish protocols for processing payroll by requiring employees to sign their individual time sheets; and submit formal requests in writing to their supervisor/department head for desired time off.
4. Seek budget authority from the BOS whenever possible to hire new employees in advance of retirements/resignations in order to ensure the transition goes smoothly; thus providing the new employee with the opportunity to learn from the outgoing employee.
5. As mentioned in the Police Department Assessment report, The Town should consider the purchase of an additional license for the accounting software, MuniSmart, so that the police department office manager can access the accounting system remotely. The Town could also consider networking all Town departments.
6. Document procedures with references to authority as well as steps to be taken for each administrative function and include forms, reports, and key filing dates as appropriate.
7. Consider appointing rather than electing the Tax Collector/Treasurer positions in order to ensure that candidates for these offices have the necessary qualifications, experience, and personality to work as highly effective members of the administrative team.
8. Review the position of the elected road agent to determine new benchmarks for efficiency and service expectations. And consider whether it might be appropriate to upgrade this important position to an appointed Director of Public Works in order to include such activities as Highways, Fleet, Buildings and Grounds, Utility operations, and Cemeteries. Or if establishing a separate Buildings and Grounds function, that it be responsible for the overall respective facilities including parks, recreational areas and cemeteries.
9. Authorize the Town Administrator to act on the Board's behalf as the designated Human Resources Director for the Town and submit a quarterly report to the Board detailing activities and results.
10. Update the vital records page on the Town's website in order to allow customers to order vital records through the same portal as e-reg.

11. Provide tax bills online in order to decrease the number of phone calls and walk-in traffic to Town Hall, and reduce the amount of time the Deputy Clerk must spend helping the Tax Collector.
12. Add online payments and also accept credit cards for annual tax bills by expanding the Town's use of the Avitar software program currently in use by the Town Assessor's office. (Note: Avitar offers a premium online service to accomplish this purpose.)
13. Authorize the use of Administrative Regulations by the Town Administrator to be established on behalf of the BOS, thereby outlining a specific protocols, procedures, and guidelines to be followed when implementing the policies adopted by the BOS affecting the current Personnel Policy.
14. Consolidate the functions of the Executive Assistant for Accounting, Human Resources, Purchasing and Welfare into one position reporting directly to the Finance Director.
15. Any finance activities performed by the Executive Assistant should be completed in coordination with the Finance Director and/or Town Administrator, and any routine matters that arise during the course of work should be brought to their attention, rather than directly to the Board of Selectmen. However, staff should know that a direct approach to the Board of Selectmen is appropriate in certain situations.
16. Contract for minute-taking services to provide for BOS and other boards such as Highway Safety Committee, Cemetery Trustees, and Budget Committee.
17. Consider electronic record storage in order to address space issues, provide better access to files, and enhance transparency to public records in accordance with state laws and the use of PDF-A format.
18. Consider the potential of establishing a "private" office area for the Building Inspector and Land Use Administrator by dividing up the large open office area in the Town Hall.
19. Empower the Deputy Town Clerk and Deputy Tax Collector to handle multiple tasks within the office as needed to serve the public and meet the needs of both the Town Clerk and the Tax Collector.
20. Designate the Town Administrator as the supervising department head for the Town Hall with the Building Inspector, Finance Director, Land Use Administrator and Parks & Recreation Coordinator reporting directly to the Town Administrator. The Board of Selectmen would still retain their overall hiring authority responsibilities for all Town employees.

21. Designate the Parks & Recreation Coordinator as the supervising department head for part-time Parks & Recreation maintenance positions and for budget administration and purchasing oversight.

Personnel Policy Recommendations

Written Acknowledgement

This document should include as part of the manual that is provided to employees, a document that is signed and dated by the employee which acknowledges the receipt and other information. (See Attachment B for sample). This is important as it documents the employee has received the information.

The following highlights some areas that should be considered to be either incorporated into current policies, or added as necessary new policies.

Family Medical Leave

This policy did not appear to be included and is a critical one to be part of the Personnel Policy. Under the Family and Medical Leave Act (FMLA), eligible employees may take an unpaid leave of absence and be restored to the same or an equivalent position upon their return to work for a variety of reasons to include the birth of the employee's child and to care for the newborn, the placement of a child with the employee for adoption or foster care; a serious health condition of a spouse, parent, minor child or adult child when incapable of self-care; the employee's own serious health condition; a qualifying exigency, as defined in the Department of Labor Regulations arising out of the fact that the spouse, son, daughter or parent of the employee is on covered active duty; or the employee is a spouse, son, daughter, parent or next of kin of a covered service member who has a serious injury or illness and the employee is needed to care for such person. A written policy on FMLA along with written procedures is necessary if one does not exist.

Anti-Harassment Policy

Many communities have adopted an Anti-Harassment Policy that incorporates Bullying. Some have combined bullying and sexual harassment into one policy. This should be evaluated for either inclusion with the sexual harassment policy or developed into a separate policy.

Workplace Violence Policy

Due to violence in the workplace becoming a reality for many employers, the Town may want to consider adding a Workplace Violence Policy which prohibits employees from bringing weapons on town premises.

Code of Conduct

In addition to an Ethics Policy, many employers are including a Code of Conduct Policy, which is intended to promote consistency and harmony in the workplace and to support the mission and objectives of the Town

Social Media Policy

Social networking and blog postings continue to be problematic in the workplace and the Town should consider adopting a policy that addresses the parameters that are deemed acceptable. It provides employees with guidelines to be mindful of that online activity, including social networking postings can cause damage to not only their own reputation and interests, but also the reputation and interests of the Town, co-workers and the public the Town serves.

Dress Code

The current policy discusses “appropriate” attire, which is left to the discretion of the appropriate Administrative Agent. There does not appear to be any consistent standard delineated. Some policies include body piercing art/tattoos where relevant.

Other sections included in the Personnel Policy that should be improved for clarification and/or more detail or rewritten to better reflect the intent are discussed below. They appear to be unclear and possibly contradictory, or leave out important steps. The following sections and/or definitions appear to be unclear and/or contradictory, which could result in problems pertaining to interpretation.

Section 1:12.2 Administrative Agent

The definition is very clear that the Administrative Agents are the Board of Selectmen, Board of Police Commissioners and the Board of Library Trustees. However, throughout the Personnel Policy, it is sometimes unclear regarding specific responsibility regarding Human Resources and Personnel files, which are critical to be maintained appropriately.

Section 1.5 Personnel Files

This section indicates that personnel files are in the custody of the administrative agents of the Town (which would indicate the Board of Selectmen, Board of Police Commissioners or Board of Library Trustees). This section should further be expanded or supplemented with an Administrative Regulation that incorporates the content of the official personnel file that is centrally located and maintained by the Administrative Agent (versus in departmental files). All files need to be in a secured, locked location. Personnel records include I-9 forms, applications, medical files, injury files, performance appraisals records, grievance files and a variety of others. Several of these records, such as medical, CORI records and I-9 forms need to be in separate files from the core personnel file, but are considered part of the file. The information is sensitive and confidential, and

should be located in a secure location. All personnel files require having an individual who has appropriate knowledge of how personnel information is to be handled, be responsible.

Section 17:4 Town of Auburn – Human Resource Office

This section indicates that the Selectmen's Office will maintain a functioning Human Resources file and lists items to be included in this file versus the Town's official Personnel files. Also, when it refers to the Selectmen's Office, it implies that anyone in that office may have access to a variety of human resource/personnel information, however does not refer to any particular position handling this material.

Section 3:1 Recruitment and 3:2 Selection

There should be some consistent standardized procedures for both the recruitment and selection of individuals. It appears this may be handled by individual departments and if so, the Town must ensure that all those involved with recruitment and selection have received proper training in evaluation of candidates and proper interview techniques. It is critical that only legal questions be asked during interviews. Training should be provided to any supervisor or department head that conducts interviews. There should be a standardized system and checklist developed and/or updated, that all departments can utilize for screening applicants. There should be a procedure, perhaps outlined in an Administrative Regulation, that all departments could follow. When offers of employment are made, there should also be a procedure that outlines when a Conditional Offer is made what process is followed. There should also be a standard offer of employment letter that all Appointment Agents utilize. Reference checks and verification of critical requirements such as education and licenses are extremely important. Reference checks create potential liability and should be conducted by trained personnel designated by the hiring authority. A policy should also be created prohibiting employees other than those designated by the Administrative Agents to give references for current or former employees. The policy should include what information may be provided.

ATTACHMENTS



Municipal
Resources
Inc.

Town of Auburn, NH - Administrative Regulations

Effective Date:

Regulation No: 1

Revision Date:

Approved By: William G. Herman

Subject: Administrative Regulations

I. SCOPE

All employees of the Town of Auburn will be guided in administrative policy by Administrative Regulations which will be issued from time to time by the Town Administrator.

II. SUBJECT MATTER

Administrative Regulations will include varied programs, procedures and policies of the Town such as work standards, hiring procedures and other programs in some detail.

III. MAINTENANCE OF REGULATIONS

Each department should maintain a binder for all Administrative Regulations. Employees may view the book maintained within their departments. The Town Administrator's office shall maintain the originals of every Administrative Regulation issued. Employees should be informed of new or revised regulations by their department head and are welcome to a copy of any regulation.

IV. PREPARATION OF ADMINISTRATIVE REGULATIONS

When department heads or other Town Officials become aware of situations requiring clarification as to specific policy, they should prepare a proposed Administrative Regulation for the Town Administrator's consideration.

V. ISSUANCE OF ADMINISTRATIVE REGULATIONS

Administrative Regulations may only be issued by the Town Administrator, or in cases of prolonged absence or disability of the Town Administrator, they may be issued by an Acting or Interim Town Administrator if warranted by circumstances.

William G. Herman, Town Administrator

ATTACHMENT B

RECEIPT AND ACKNOWLEDGMENT OF PERSONNEL POLICY MANUAL

This Personnel Policy Manual is an important document intended to help you become acquainted with the Town of Auburn. This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Manual.

- I have received a copy and understand that it is my obligation to read the Personnel Policy Manual. I understand that the policies described in the Manual are subject to change at the Town's sole discretion at any time.
- I acknowledge that I have the right to terminate my employment with the Town at any time without notice. In turn, I acknowledge that the Town has the right to terminate my employment in its sole discretion, subject to any statutory or federal or state constitutional requirements.
- I am aware that the descriptions of benefits in this Manual are not contractual in nature and do not guarantee any continuance of said benefits.
- I am aware that during the course of my employment, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside of Town premises or with non-Town employees, except as required by law.
- I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Personnel Policy Manual.

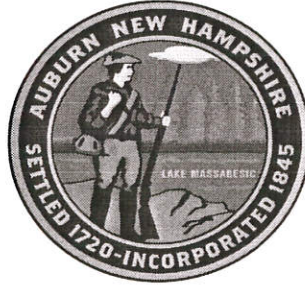
Employee's Name (please print)

Date: _____

Employee's Signature

Town of Auburn

Town Hall
47 Chester Road
P.O. Box 309
Auburn, NH 03032



Town Administrator

William G. Herman, CPM
Phone: (603) 483-5052 Ext. 111
Fax: (603) 483-0518
E-Mail:
townadmin@townofauburnnh.com

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: February 6, 2018

Re: Renewal of Master Services Agreement – Stantec Consulting Services, Inc.

As you are all aware, the Town of Auburn has had a long standing client relationship with Stantec Consulting Services and its predecessor, Dufrense-Henry, Inc. During that time, the Town has entered into several Master Service Agreements. Management of Stantec Consulting has determined we do not have a current Master Services Agreement in place for either the Town of Auburn or the Auburn Planning Board, and they are proposing we enter into a renewal agreement.

It is my understanding the Auburn Planning Board desires to remain with Stantec Consulting Services, and would like to co-sign the proposed agreement with the Board of Selectmen. Planning Board Chairman Ronald Poltak will be attending your meeting on March 12th to discuss this item. My understanding is the Planning Board will formally vote to approve this agreement at their meeting on February 21st following the Selectmen's action on February 12th.

The Planning Board has the legal right and authority to retain the engineering firm of their choice, separate from the Town of Auburn if they choose to do so. However, they would prefer the Town and the Planning Board to both be served by Stantec for continuity of service and uniform application of procedures and processes throughout all projects in the community.

The agreement details and outlines the business relationship between the Town and the firm. It does not establish the cost of service, although we understand there will be no change in the rates currently paid by the Town of Auburn. Mr. LaBranche will provide that information at your meeting.

Of the two entities – the Town of Auburn and the Planning Board – the greatest volume of work comes through the Planning Board. The Town of Auburn's work rests largely with ongoing assistance to the Road Agent in road and project layouts and permits; specialty projects such as Griffin Mill Bridge; reviews of items or issues requested by the Board of Selectmen, or assistance as requested for grant applications and development, special projects or review and guidance on specific matters such as the ownership history of Hooksett Road.

In concert with Planning Board Chairman Poltak, we would recommend the Board approve the Master Services Agreement to maintain Stantec services for the Town of Auburn.

If you concur with this recommendation, it would be appropriate for the Board to act on the following motion:

Move to approve the proposed Master Services Agreement between the Town of Auburn and Stantec Consulting Services, and to authorize the Chairman of the Board of Selectmen to sign the agreement on behalf of the Town of Auburn.

Thank you for your consideration.



MASTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective February 5, 2018 (the "Agreement Date") by and between:

"CLIENT"

Name: TOWN OF AUBURN
Address: 47 Chester Road Auburn, NH 03032
Phone: (603) 483-5052 Fax: (603) 483-0518
Representative: James Headd, Board of Selectmen Chairman & Ron Poltak, Planning Board Chairman

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 5 Dartmouth Drive, Suite 101, Auburn, NH 03032
Phone: (603) 669-8672 Fax: (603) 669-7636
Representative: Rene LaBranche, Senior Principal

WHEREAS this **MASTER SERVICES AGREEMENT** ("AGREEMENT") is between STANTEC CONSULTING SERVICES INC. ("STANTEC") and **TOWN OF AUBURN** ("CLIENT") for Services to be provided by STANTEC on projects as described in the Individual Task Order issued pursuant to this AGREEMENT (which sections are incorporated into this AGREEMENT).

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, it is hereby agreed as follows:

The scope of STANTEC's services ("SERVICES") will be set forth in individual Task Orders, which are incorporated into this AGREEMENT. All work authorized by a Task Order issued pursuant to this AGREEMENT shall be completed in accordance with, and subject to, the Terms and Conditions set forth herein, on pages 2 through 6.

STANTEC's Fee for the SERVICES will be set forth in the individual Task Orders which are incorporated into this AGREEMENT.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

TOWN OF AUBURN

STANTEC CONSULTING SERVICES INC.

Print Name and Title

Print Name and Title

Per: _____

Per: _____

Print Name and Title

Print Name and Title

Per: _____

Per: _____

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DESCRIPTION OF WORK: STANTEC shall render the services described in each Task Order or amendments thereto (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in each Task Order, or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5% per month (18% per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided on the Task Order a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with each PROJECT described in a Task Order, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC'S RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

Revised 2004-12-15

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Rev. 1-17-18 to use tracked changes

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TERMINATION: Either party may terminate this MASTER SERVICE AGREEMENT or an Individual Task Order without cause upon thirty (30) days' notice in writing. If either party breaches this MASTER SERVICE AGREEMENT or an Individual Task Order, the non-defaulting party may terminate this MASTER SERVICE AGREEMENT and/or an Individual Task Order after giving seven (7) days' notice to remedy the breach. On termination of this MASTER SERVICE AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this MASTER SERVICE AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the SERVICES from an Individual Task Order are suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the SERVICES from an Individual Task Order are suspended for more than ninety (90) days, STANTEC may, at its option, terminate the Task Order upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in an Individual Task Order, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in a particular Task Order. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other

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MASTER SERVICES AGREEMENT

Page 4

consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under an Individual Task Order or arising from the performance or non-performance of the SERVICES called for by a specific Individual Task Order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC pursuant to that Individual Task Order or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT or any Task Order, any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT or any Task Order shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with an Individual Task Order are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without

Master Form, Rev. 8-27-2012; 2-25-2014; 7-7-2015

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Rev. 1-17-18t to use tracked changes



MASTER SERVICES AGREEMENT

Page 5

the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the SERVICES is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the CLIENT has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the CLIENT agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT or any Individual Task Order caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW; NONDISCRIMINATION: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, provide equal employment opportunity to all qualified persons and recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

STANTEC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

STANTEC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT or an Individual Task Order by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter

Master Form_Rev. 8-27-2012; 2-25-2014; 7-7-2015

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MASTER SERVICES AGREEMENT

Page 6

hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments and Task Orders referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments, Task Orders and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

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MASTER SERVICES AGREEMENT TASK ORDER

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

TOWN OF AUBURN

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: February 5, 2018

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated February 5, 2018) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and **TOWN OF AUBURN** ("CLIENT") for Services to be provided by STANTEC on the Insert Project Name project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: James Headd, Board of Selectmen, Chairman & Ron Poltak, Planning Board Chairman.

SERVICES: STANTEC shall perform the following SERVICES:

General Engineering Services

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: February 5, 2018

Estimated Completion Date: February 5, 2020

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Enter fees and/or compensation for each new project

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees..

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

Click and insert additional items. If none, type "No additional conditions" or similar wording.

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MASTER SERVICES AGREEMENT - TASK ORDER

Page 2

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

Scope and fee estimate letter

Click here, if there are additional attachments enter them here, if no additional attachments hit Delete button and backspace once to end list above.

If attaching Insurance Certificate, IF REQUESTED, click here, type 'Insurance' and hit F3 button or Tab to insert the Insurance note, then delete the Insurance Requirements below. If not attaching certificate, select and delete this ROW.

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

TOWN OF AUBURN

STANTEC CONSULTING SERVICES INC.

James Headd, Board of Selectmen Chairman

Print Name and Title

Rene LaBranche, Senior Principal

Print Name and Title

Per:

Per:

Ron Poltak, Planning Board Chairman

Print Name and Title

Name and Title of signor

Print Name and Title

Per:

Per:

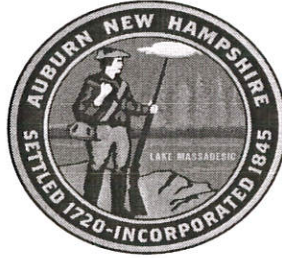
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Town of Auburn

Town Hall
47 Chester Road
P.O. Box 309
Auburn, NH 03032



Town Administrator

William G. Herman, CPM
Phone: (603) 483-5052 Ext. 111
Fax: (603) 483-0518
E-Mail:
townadmin@townofauburnnh.com

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: February 8, 2018

Re: Town Properties for Pingree Hill Fire Station

As the 2017 Town Report was being compiled, Finance Director Adele Frisella made mention to me the Town owns two contiguous pieces of land where the Pingree Hill Fire Station is located.

In 1974, the Town secured a two-acre parcel from Frances McKay at the southerly corner of the intersection of Wilson Crossing Road and Pingree Hill Road. This is identified as Tax Map #5, Lot #12 – 6 on the Town's tax maps.

In 1987, Lucille and Richard Beliveau provided the Town with an abutting piece of property of approximately 0.103-acres. This is shown at Map #5, Lot #14 on the Town's tax map.

As contiguous parcels, the Town has treated them in essence as one lot. But there has been no formal action taken to accomplish that and have them identified as one parcel.

We would recommend the Board consider voluntarily merging these two parcels together into one combined property totaling approximately 2.103- acres instead of continuing to retain two abutting parcels. There is no value or purpose to sustain a separate property of 0.103-acres.

If you concur with this recommendation, it would be appropriate for the Board to act on the following motion:

Move to approve moving forward with the Voluntary Merger of two Town of Auburn owned properties identified as Tax Map #5, Lot #12 – 6 and Tax Map #5, Lot #14, and to submit the required notice of request to the Planning Board.

Thank you for your consideration.

Attachments

NOTICE OF VOLUNTARY MERGER

An application for Voluntary Merger of Existing Lots was duly made on the 12th day of February, 2018, by the TOWN OF AUBURN, through its undersigned Board of Selectmen, having an address at 47 Chester Road (PO Box 309), Town of Auburn, County of Rockingham, State of New Hampshire (the "Owner").

WHEREAS, the Owners are the owners of two contiguous parcels of land located in the Town of Auburn, Rockingham County, State of New Hampshire, one parcel begin described as land and building located at Tax Map #5, Lot #12 – 6 inclusive of 2.0-acres (Book #2227, Page #0382) and the second parcel of land being identified as Tax Map #5, Lot #14 with 0.103-acres (Book #2669, Page #1288).

WHEREAS, such merger will not create a violation of current ordinances or regulations.

NOW, THEREFORE, the Owners hereby make an application to approve the merger as above set forth and as provided for in RSA 674:39-a, and the Town of Auburn Zoning Ordinance, Article 2, Section 55. Said merger shall be effective upon recording of this Notice in the Rockingham County Registry of Deeds and a copy sent to the Assessor for the Town of Auburn.

IN WITNESS THEREOF, the Owners have executed this Notice of Merger as of the date stated above:

WITNESS:

OWNERS:

By: _____
James F. Headd, Selectman

By: _____
Richard W. Eaton, Selectman

By: _____
Dale W. Phillips, Selectman

State of New Hampshire

SS.

A.D. 2018

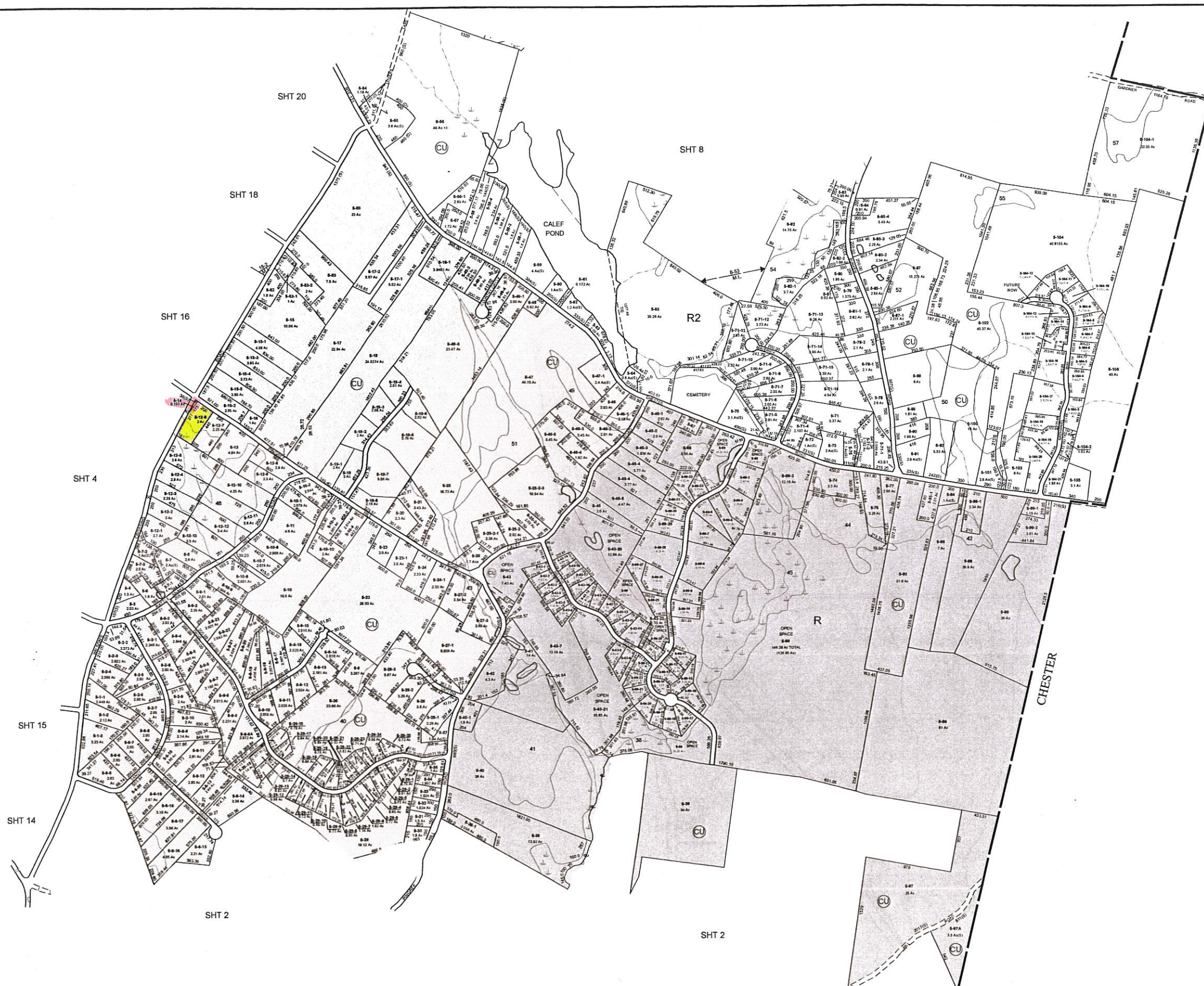
Personally appeared the above subscribed, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged executing the same on behalf of the Town of Auburn for the purposes therein set forth.

Notary Public / Justice of the Peace (Seal)

The above Application for Voluntary Merger of Existing Lots is endorsed and approved.
Town of Auburn Planning Board

By: _____

Date: _____



THE DATA ON THIS MAP HAS BEEN COMPILED FROM A VARIETY OF SOURCES GRANTED VOLUNTARILY BY PRIVATE OWNERS AND OFFICIAL SOURCES AND IS NOT TO BE CONSIDERED LEGAL LOCATION OF PROPERTY BOUNDARY LINES. THE TOWN OF AUBURN ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF INDIVIDUAL PARCELS. MAPS ORIGINALLY COMPILED BY DOLLARD ASSOCIATES

THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM, NAD 83.

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LEGEND

CURRENT USE	CU	CULVERT	→
PROPERTY LINE	R	CATCH BASIN	•
SEALED	(S)	MANHOLE	•
PART OF ORIGINAL LOT	Z		

SCALE: 1" = 500'

FEET
500 250 0 500 1,000 1,500

METERS
130 65 0 130 260 390

REVISED TO: APRIL 1, 2017

PROPERTY MAPS
AUBURN
NEW HAMPSHIRE

INDEX DIAGRAM
N

MAP NO.
5

5-12-6

2227-0382

WARRANTY DEED

I, Frances E. MacKay of Auburn, County of Rockingham, State of New Hampshire, for consideration paid, grant to the Town of Auburn, a municipal corporation in the County of Rockingham, State of New Hampshire (P. O. Address: Auburn Town Office, Auburn, New Hampshire), with warranty covenants, a certain parcel of land in Auburn, County of Rockingham, State of New Hampshire, more particularly bounded and described as follows:

Beginning at the northerly corner of the premises herein described at a stake near the southerly corner of the intersection of Wilson Crossing Road and Pingree Hill Road;

Thence in a southeasterly direction along the southwesterly line of Pingree Hill Road 200 feet to a stake;

Thence in a southwesterly direction along other land formerly of John T. McKinley 440 feet to an iron pin;

Thence in a northwesterly direction along other land formerly of John T. McKinley 181 feet to a point on the southeasterly line of Wilson Crossing Road;

Thence in a northeasterly direction along the southeasterly line of Wilson Crossing Road 277 feet to a point;

Thence continuing in a northeasterly direction 175 feet to the point of beginning.

Meaning and intending to convey Lot 6 as shown on Plan of McKinley Land prepared by F. R. Sullivan and dated May 6, 1972. Grantor derives her title under the Will of John T. McKinley.

I, Frances E. MacKay, am unmarried and release to said grantee all rights of homestead and other interests therein.

Land cost = 5-14
includes 5-14
Willed to Town
Building permit sign 4/29/99
Fuel tank replacement 5/2/95
5/86

74 SEP-6 AM 11:10
REC'D ROCKINGHAM COUNTY
REGISTRY OF DEEDS

2227-0383

-2-

WITNESS my hand and seal this 13th day of August, 1974.

In The Presence Of:


Anna Beety

Frances E. MacKay 

STATE OF NEW HAMPSHIRE
COUNTY OF

, 1974.

Before me, the undersigned officer, personally appeared Frances E. MacKay, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purposes therein contained.

Henry A. LaRueux
Notary Public

My Commission Expires September 10, 1977.

BK2669 P1286

DEED

FOR CONSIDERATION PAID: We, Lucille L. and Richard R. Beliveau, 4 Spofford Road, Auburn, N.H. 03032 grant to the Town of Auburn, whose principal place of business is 334 Chester Road, Auburn, N.H. 03032 a certain tract of land situated in Auburn.

The land identified on the 1987 Town of Auburn Tax Maps as Map 5, Lot 14. The lot in question contains approximately .2 acres; is bounded on the east by Lot 12 - 6, the north by Pingree Hill Road, and the west by the Wilson Crossing right-of-way. Once conveyed to the Town of Auburn the land is to become contiguous with Lot 12 - 6 on Map 5, the said lot being presently owned by the Town of Auburn.

Signed this 09 day of March, 1987

Witness

Richard R. Beliveau

Witness

Lucille L. Beliveau

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This deed was acknowledged before me this 29th day of March, 1987.

Margaret M. Newell
Justice of Peace

MAR 31 9 51 AM '87

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

16632

PROPERTY RECORD

MAP NO. <u>5</u> LOT NO. <u>14</u> LOCATION Spofford Road			SIZE 40'-.2Ac.		
NAME OF OWNER	ADDRESS	DATE	BOOK	PAGE	
Case, Harold					
Beliveau, Richard R. & Lucille L.	4 Spofford Rd., Auburn, N.H. 03032	5/25/78	2312	530	
Town of Auburn	Contiguous w/ 12-6	3/31/87	2669	1288	

ASSESSMENT RECORD

ITEMS	19	19	19	19	19	19	19
LAND							
BLDGS							
TOTAL							

Print 2669/1288