

**Town of Auburn
Board of Selectmen
December 21, 2017**

Selectmen Present: James Headd, Richard Eaton & Dale Phillips

Also Present: Jim Fusco, Rene LaBranche of Stantec Consulting, Michael Rolfe and William Herman, Town Administrator

Mr. Headd called the public meeting to order at 2:00 p.m.

Appointments with the Board

Update on Status of Griffin Mill Bridge

Mr. Fusco indicated he requested the meeting as they are looking for a written agreement with the Town detailing the issues of concern with the bridge project and the temporary access over their property that had been previously discussed. He indicated he had come to the Town Hall in early November and was asked to sign permit applications for the driveway work by Mr. Herman, but he indicated at that time they wouldn't be signing anything until the agreement was in place. Mr. Headd and Mrs. Phillips both indicated in the intervening time, he had been less than communicative with a number of contacts initiated by the Town.

Mr. LaBranche suggested he may have not been timely in this area, but he brought to this meeting an initial Memorandum of Understanding he thought addressed various issues the Fuscos had previously indicated were important to them. He shared a copy of the draft, which included the following conditions:

1. The Fuscos will sign the NHDES Shoreland and NHDOT Driveway permit applications
2. The Town shall complete the reconstruction of Griffin Mill Bridge in accordance with the NHDOT funding schedule for the project
3. All costs associated with designing, permitting, and removing the temporary driveway access shall be the responsibility of the Town of Auburn, NH
4. The property owners shall be held harmless against all claims resulting from the work on the property.
5. Damage or injury to the property owners, residents or users of the temporary access drive caused by negligence by the Town shall be covered by the Town general liability insurance
6. The temporary access shall be used by the contractor and town as part of the reconstruction of the Griffin Mill Bridge

7. Once the Griffin Mill bridge reconstruction has been completed and use of the bridge is restored, the temporary access drive shall be removed and the affected area restored to the original condition

Mr. Fusco indicated they wanted signage put in place at the closed bridge that would direct people on how they should access the residences at 14 and 15 Griffin Mill Road during the closure of the bridge.

Mr. Eaton reported it was discussed at the Highway Safety Committee meeting the previous night the Town could possibly look at some other form of barricade like timbers or bollards to make the area more attractive, and allow pedestrians access to the bridge.

Mr. Eaton asked who would be plowing the temporary driveway when it is put in place, and Mr. Fusco indicated they expected the Town to plow it. Mr. Eaton suggested that needed to be included in the agreement.

Mr. Herman advised Town Counsel has recommended the Town secure a temporary easement for the driveway and access as the best means of protection for all parties throughout this process, and that should be a condition listed in the agreement. Mr. Fusco said they will not agree to any easement on the property and if it is required, then the Town will need to return to the temporary bridge. He indicated it was the Town who wants the driveway access through the field, not the Fuscos.

During the course of back and forth discussion, Mrs. Phillips indicated there was some right and wrong on both sides, but efforts are being made to move forward and both sides have to take steps in that direction. Mr. Fusco said they were the victims here and he wouldn't stand for the Town trying to throw things back on them because it was not willing to spend the money necessary to fix the bridge on a timely basis.

Mr. Herman noted one of the conditions the Town cannot guarantee as it is the purview of the Town's insurance carrier and not the Town. The carrier will make the ultimate determination as to what is or isn't covered by the Town's general liability insurance. Mr. Headd agreed, noting the carrier will want to see the final agreement before it could provide an opinion on what is or isn't covered.

The Board agreed the Town would provide a copy of the draft Memorandum of Understanding to Town Counsel for review and input. Mr. Eaton wants the Board to meet with Town Council to discuss the overall issue and indicated the Town should be willing to bend some rules in this process.

Mr. Fusco indicated he is OK with the agreement in its current form, but he is concerned with what the Town's attorney may do with the document. Mrs. Phillips stressed Town Counsel's job is to protect the Town and to ensure the parties are in compliance with

appropriates laws and standards. She said the Board needs to do its due diligence with this temporary measure that will be in place for four or five years.

Mr. Headd indicated it appeared there was no further they could go until the Board received input back from Town Counsel. Mr. Herman indicated he would have the draft Memorandum of Understanding to Town Counsel this afternoon and will ask for as quick a response as possible.

Adjourn

Mr. Eaton moved to adjourn; Mrs. Phillips seconded the motion; all were in favor, the meeting ended at 2:19 p.m.