

**Town of Auburn  
Board of Selectmen  
January 21, 2019  
Town Hall**

**7:00 p.m.**

**( ) Call to Order – Pledge of Allegiance**

Approval of Accounts Payable for the Week of January 14, 2019 -- \$1,156,921.21

Approval of Consent Agenda – Week of January 21, 2019

**( ) Appointments with the Board**

Discussion of 2019 Legislative Session with Auburn Legislators – Senator Sharon Carson and Representatives Jesse Edwards, Chris True, Becky Owens and Tony Piemonte

Review of Town Meeting / Deliberative Session – Kathleen Porter, Town Moderator

Funding for Design of Safety Complex Addition – APD Advisory Building Committee and Budget Committee

Monthly Meeting – Fire Chief Michael Williams

**( ) New Business**

2019 Paving Prices

E-Waste Collection Event – Saturday, September 28th

Recommendation for Conservation Commission

NHDRA Review of 2018 Auburn Revaluation

Board of Selectmen Report for 2018 Town Report

**( ) Old Business**

**( ) Other Business**

**( ) Minutes**

- January 7, 2019 Public Meeting

**( ) Non-Public Session – RSA 91-A: 3, II (a) and (c)**

Consideration of compensation of any public employee and 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."*

## 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: January 17, 2019

Re: Consent Agenda – Week of January 21, 2019

### **Tax Collector's Warrant / Land Use Change Tax:**

- ❖ 118 Haven Drive (Tax Map #5, Lot #29 - 4) – \$12,500

### **MS-DTB / 2019 Default Budget:**

- ❖ \$5,428,759

### **Abatement / Refund Request:**

- ❖ 102 Hooksett Road (Tax Map #10, Lot #5-4) – Charitable organization that should not have been taxed - \$984.00

### **Void Check Manifest / Accounts Payable:**

- ❖ \$165.00

### **Notice of Lot Restoration:**

- ❖ 11 Peachtree Road (Tax Map #17, Lot #3) to its premerger status of two lots previously known as Tax Map #17, Lot #3 and Tax Map #17, Lot #4

### **Pistol / Revolver License:**

- ❖ Four (4) Pistol / Revolver License

**TOWN WARRANT  
STATE OF NEW HAMPSHIRE**

To the inhabitants of the Town of Auburn, in the County of Rockingham in said State, qualified to vote in Town affairs:

You are hereby notified that the **First Session** of the annual Town Meeting will be held in the gymnasium of the Auburn Village School in Auburn, New Hampshire, on **Saturday, February 2, 2019, at 9:00 a.m.**, for the explanation, discussion and debate of each Warrant Article, and to transact all business other than voting by official ballot. Warrant articles may be amended at this session per RSA 40:13, IV, subject to the following limitations:

- (a) Warrant Articles whose wording is prescribed by law shall not be amended.
- (b) Warrant Articles that are amended shall be placed on the official ballot for final vote on the main motion as amended.
- (c) No warrant article shall be amended to eliminate the subject matter of the article. An amendment that changes the dollar amount of an appropriation in a warrant article shall not be deemed to violate this subparagraph.

You are hereby notified that the **Second Session** of the annual Town Meeting will be held in the gymnasium of the Auburn Village School in Auburn, New Hampshire, on **Tuesday, March 12, 2019, beginning at 7:00 a.m. and ending at 7:00 p.m.** to elect officers of the Town by official ballot, to vote on questions required by law to be inserted on said official ballot and to vote on all Warrant Articles as accepted or amended by the First Session.

**First:** To bring your ballots for:

- Selectman for three years
- Library Trustee for three years
- Cemetery Trustee for three years
- Trustee of the Trust Funds for three years
- Police Commission for three years
- Planning Board for three years

**Second:** To see if the Town will vote to adopt the following amendments to the existing Town Zoning Ordinance as proposed and recommended by the Auburn Planning Board, in conformance with NH RSA 675:1, et seq., and include the following: (The full text of the proposed regulations is posted and available for inspection at the Town Hall and on the Town of Auburn web site – [www.auburnnh.us](http://www.auburnnh.us))

**Are you in favor of the adoption of Amendment No 1 as proposed by the Auburn Planning Board for the Town of Auburn Zoning Ordinance as follows:**

Delete Article 6 Flood Plain Development Regulations in its entirety and replace it with Article 6 Floodplain Management Ordinance. If adopted, the ordinance will more clearly identify National Flood Insurance Program regulations and make them more understandable to town officials and the public. Sections identifying the local floodplain administrator responsibilities and to clarify the local administrator's role in regards to floodplain development permitting have been added.

[NOTE: A copy of the text of the proposed amendment is available for review at the Auburn Town Offices and is also posted with the text of the proposed amendments at the Auburn Town Offices and on the Town of Auburn web site – [www.auburnnh.us](http://www.auburnnh.us).]

**Third:** To see if the Town will vote to approve the cost items related to the first year of a three-year collective bargaining agreement which resulted from negotiations between the Auburn Board of Selectmen, the Auburn Police Commission and the Auburn Police Union, Local 216 and which represents an estimated increase of \$46,052 over FY 2018 salaries, fringe benefits and other cost items at the current staffing level for the ensuing year; and further to raise and appropriate the sum of Forty-six thousand, fifty-two dollars (**\$46,052**), to fund those cost items for FY 2019. Cost items for FY 2020 and FY 2021 will be presented to the voters for their approval in March 2020 and March 2021 in accordance with the terms of the collective bargaining agreement. **(Recommended by the Board of Selectmen) (Recommended by the Budget Committee)**

**Fourth:** To see if the Town will vote to change the purpose of the existing Police Detail Revolving Fund previously established in 2008, from only being expended for Police detail payroll and related overhead to being expended for police detail payroll and related overhead and other police service related purposes as allowed in RSA 31:95-h. This account is funded by police detail revenue and there will be no funds raised from general taxation. (Two-thirds vote required) **(Recommended by the Board of Selectmen)**

**Fifth:** To see if the Town will vote to raise and appropriate the sum of Thirty-thousand dollars (**\$30,000**) to be placed into the Town Buildings Rehabilitation Capital Reserve Fund previously established. This sum to come from the unreserved fund balance (surplus) as of December 31, 2018 with no additional amount to be raised by taxation in 2019. **(Recommended by the Board of Selectmen) (Recommended by the Budget Committee)**

**Sixth:** To see if the Town will vote to establish an Expendable Trust Fund pursuant to the provisions of RSA 31:19-a, for the construction, reconstruction or improvement of Town-owned lands and property to be known as the Town Property Rehabilitation Expendable Trust Fund; to raise and appropriate the sum of Fifty-thousand dollars (**\$50,000**) to put in the fund, with this amount to come from the unexpended fund balance as of December 31, 2018; and to designate the Board of Selectmen as agents to expend from this fund. **(Recommended by the Board of Selectmen) (Recommended by the Budget Committee)**

**Seventh:** To see if the Town will vote to discontinue subject to gates and bars the upper portion of Dartmouth Drive at a point just above the driveways of 60 Dartmouth Road (Tax Map #18, Lot #10) and 65 Dartmouth Drive (Tax Map #18, Lot #5). And to establish a turn-around for highway maintenance vehicles at this point to cease maintenance of the remainder of the road.

**Eighth:** To see if the Town will vote to raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling **\$5,566,310**? Should this article be defeated,



the default budget shall be **\$5,428,759**, which is the same as last year with certain adjustments required by previous action of the Town of Auburn or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. NOTE: This operating budget warrant article does not include appropriations contained in any other warrant article. **(Recommended by the Board of Selectmen) (Recommended by the Budget Committee)**

**Ninth:** To transact any other business that may legally come before the Town Meeting.

Given under our hands and seals this 21st day of January 2019.

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James F. Headd, Chairman

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Richard W. Eaton, Selectman

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Keith N. Leclair, Selectman  
Auburn Board of Selectmen

# WARRENSTREET ARCHITECTS

January 14, 2019

Mr. Bill Herman, CPM  
Town Administrator  
Town of Auburn, PO Box 309  
Auburn, NH 03032

**RE: LETTER OF ENGAGEMENT FOR DESIGN SERVICES – POLICE DEPARTMENT  
PLANNING, DESIGN AND CONSTRUCTION ADMINISTRATION**

Dear Mr. Herman,

I am writing this proposal in conjunction with Cindy Nye of Alternative Designs in Manchester. We have a more than twenty-five-year relationship of working together. She was contacted to provide you with a design proposal, bid documents and construction administration for the proposed addition to the Police Department. The proposal attached suggest that our two firms work together to efficiently provide you with the Bidding Documents for March Town Meeting 2020. We very much look forward to assisting you with this effort.

As the design progresses you may or may not have additional contact with various staff that are responsible for different elements of the total services we will provide. To that end, all contractual or financial matters should be address to Wendy Noyes, the Firm Administrator. Her contact info is (603) 225-0640 X110 or [wn@warrenstreet.coop](mailto:wn@warrenstreet.coop).

Please find attached, our standard Purchase Order, Hourly Rate Schedule and General Terms and Conditions that will become the basis of our Design Agreement. Please review them and contact me directly if you have any questions. My cell (603) 738-9004 and my email [jh@warrenstreet.coop](mailto:jh@warrenstreet.coop). Feel free to call me anytime.

On behalf of our entire staff, we want to thank you for entrusting us with the execution of this very exciting project.

Respectfully,  
**WARRENSTREET ARCHITECTS, INC**



Jonathan Halle, AIA, PLA  
Architect & Landscape Architect  
Managing Member  
Encl.

# WARRENSTREET ARCHITECTS INC.

## DESIGN SERVICES AGREEMENT - PURCHASE ORDER

Project Name:	<b>Auburn Police Department Building Addition-Renovations</b>	Date:	<b>1/14/2019</b>
Project Address:	<b>47 Chestnut Rd</b>	WAI Project Number:	<b>TBD</b>
Client Name:	<b>Bill Herman Town Administrator</b>	Purchase Order Number:	<b>TBD</b>
Client Address:	<b>Po Box 309 Auburn, NH 03032 (603) 483-5052 x111</b>		

**Scope of Work:** The following is a summary of the scope of work to be undertaken immediately for this project.

**Warrenstreet will oversee the design, code review and drafting to be completed by Alternative Designs. Design and Construction Administration are called out as two fees below, before and after town meeting vote.**

The Professional Design Services to be included in the Scope of Work:

**Scope of Services:**

Architecture (Warrenstreet and Alternative Design Fees)  
Mechanical, Electrical, Plumbing, Fire Protection Engineering Allowance  
Structural Engineering Allowance

**Total Design Fees:**

**Total Construction Administration Fees (6 month duration)**

**Reimbursables Expenses:**

**Fees:**

\$20,000.00
\$12,500.00
\$7,500.00
<b>\$40,000.00</b>
<b>\$20,000.00</b>
<b>billed as incurred</b>

**Deliverables:** Unless otherwise stated herein, (3) sets of drawings will be provided at the completion of each design phase and digital files of the final design upon completion of the project.

**Schedule:** **Design to be completed in four month window from date of approvals.**

The signature below is duly authorized to bind Warrenstreet to this agreement. As time is of the essence, work has started on your verbal authorization, please contact us should you have any questions. It is a pleasure to assist you with this project.

  
Respectfully, Warrenstreet Architects

**JH**

**JH**

Proposal written by:

Approved By:

If this Purchase Order and General Terms & Conditions are acceptable, Please sign the purchase order and mail, email (wn@warrenstreet.coop) or fax 603-225-0621) back to Wendy Noyes. Thank you.

Signature Accepted & Approved by:

Print Name:

Date:

*Attached Standard Design Services General Terms & Conditions and Warrenstreet Personnel Hourly Rates.*

**Warrenstreet Architects, Inc, 27 Warren Street, Concord, NH 03301-4049  
(603) 225-0640 www.warrenstreet.coop**

# WARRENSTREET ARCHITECTS

## **Warrenstreet Personnel Hourly Rates**

Revised 2018

Architect - I	\$160.00/hr
Project Architect- II	\$140.00/hr
Technical Director /Architect	\$100.00/hr
Interior Designer	\$ 90.00/hr
Intern Architect/Cad Production I	\$ 70.00/hr
Office Manager	\$ 70.00/hr
Graphic/ Clerical Support	\$ 50.00/hr

## **Warrenstreet Reimbursables/ Direct Expenses**

Mileage	\$.62 /mile
UPS/Federal Express, Postage	Cost + 10%
Postage	Cost + 10%
Lodging/Meals	Cost + 10%
Miscellaneous Supplies	Cost + 10%
Cad Plotting- Bond	24" x 36"/ \$2.00 + 30" x 42" / \$2.50 + 11" x 17" / \$.50
Cad Plotting - Mylar	24" x 36"/ \$12.50 + 30" x 42" / \$15.00
Cad Plotting – Pres. Color	24" x 36"/ \$15.00 + 30" x 42" / \$20.00
Cad Plotting – Coated Color	24" x 36"/ \$20.00 + 30" x 42" / \$25.00
Presentation Foam Board White	24" x 36"/ \$4.00 + 30" x 42"/ \$6.00
Presentation Foam Board Black	24" x 36"/ \$8.00
Xerox copying	8 1/2" x 11"/ \$0.10 + 11" x 17" / \$.20
Color Xerox copying	8 1/2" x 11"/ \$.50

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

# WARRENSTREET ARCHITECTS

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

Revised 2018

### **GENERAL UNDERSTANDINGS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LIMITATION OF LIABILITY** - In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed Fifty



Thousand Dollars (\$50,000), or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

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

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

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

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

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

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

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

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

#### **REIMBURSABLE SCHEDULE**

Professional Fees are based on hours actually expended at standard hourly rates plus reimbursable expenses and consultant fees. Hourly rates are based upon salary costs (wage rate plus a percentage to cover statutory and customary fringe benefits) times a factor of 2.7.

Unless otherwise stated, the Fee does not include the cost of reimbursable incurred as a direct expense to the project. Reimbursables shall include mileage, reproduction, printing, photography, and general administrative office expenses. Professional fees will be billed on a monthly basis in proportion to the work completed and reimbursable expenses will be billed as incurred based on the attached Schedule.

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

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

**TERMINATION OF SERVICES** - If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

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

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

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

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

**END**

## UNDESIGNATED FUND BALANCE (SURPLUS)

Based on the Government Finance Officers Association recommendation that a municipality retain between 5% and 17% of:

- ✓ the municipality's appropriations, plus
- ✓ the statewide enhanced education amount, plus
- ✓ the local school net tax commitment, and
- ✓ the county appropriation.

The Board of Selectmen has adopted a policy to retain a fund balance within that range.

For Auburn, in October 2018, the NH Department of Revenue Administration set those perimeters as follows:

5% - \$859,872

17% - \$2,923,564

Auburn's undesignated fund balance as of December 31, 2017 was:  
\$2,347,048

In setting the 2018 tax rate, \$300,000 of the undesignated fund balance was appropriated from surplus by the voters to funds two specific warrant articles.

Balance of Undesignated Fund Balance - \$2,047,048 (11.90%)

For FY 2019, \$80,000 of the Undesignated Fund Balance is currently recommended to fund two specific warrant articles.

Estimated Balance of Undesignated Fund Balance after  
recommended 2019 appropriations:  
\$1,967,048 (11.40%)



## TOWN OF AUBURN, NEW HAMPSHIRE

Fire Department  
6 Pingree Hill Road  
Auburn, NH 03032  
(603) 483-8141



### Auburn Fire-Rescue Department Monthly Report December 2018

The Auburn Fire Department responded to 34 Incidents in December, Incident responses are broken down as follows:

Building Fire:	0
Vehicle Fires:	0
Brush:	0
Fires, all other:	1
Alarm Call:	3
Hazardous conditions:	3
Rescue/EMS:	11
Service calls:	10
Good intent calls:	6
Total:	34

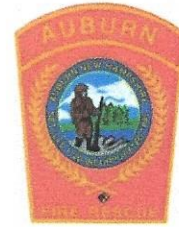
#### Chief Michael Williams Report

- Ongoing Work updating Operational Policies and Procedure.
- Hosted monthly Fire officers meeting.
- Hosted monthly Department meeting.
- Attended the Training committee meeting.
- Attended a selectmen's meeting to go over my monthly report and to give any necessary updates.
- Two new members where hired, Firefighter Colby Campbell and EMT Tyler Stratton, these 2 new members are going through there probationary period.
- Completed the training on our new self-contained breathing apparatus which we received through a grant. I would like to thank Lt. Szatynski a and Capt. Walters for getting these new airparks placed into service and training our members on this new equipment.
- AFD assisted Auburn Police with escorting Santa through town.
- Derry Fire's new digital frequencies were programmed into our mobile and portable radios, some radios repairs are needed.
- I Assisted FF. Todd Dignard with some minor repairs @ Station 2 "Thanks Todd"
- Responded to emergencies and meetings as needed



## **TOWN OF AUBURN, NEW HAMPSHIRE**

Fire Department  
6 Pingree Hill Road  
Auburn, NH 03032  
(603) 483-8141



### **Safety Complex Captain Jim Saulnier's Report**

- Completed Numerous inspections around town
- Moved Boat 1 to Station 2 for the winter months
- Responded to emergencies while on duty as required
- Attended meeting reference to the Auburn Village school construction.
- Daily assigned station duties
- Station Captain responsibilities

### **Station 2 Captain Dave Walter's Report**

- Worked on Monthly Fire and EMS training
- Coordinates monthly fire and EMS training to members
- Assists with the administration of the lamresponding program
- Completed monthly tasks @ Station 2
- Station Captain responsibilities

### **Lieutenant Alex Phillips Report**

- Inventorying all small tools and equipment.
- Working with new firefighter assigned to his crew
- Worked with his assigned crew on monthly training/crew activities, vehicle checks, etc.

### **Lieutenant Matt Barsaleau Report**

- Currently completing the inventory all personal protective equipment and will start inspecting all PPE soon.
- Working with new firefighter assigned to his crew
- Worked with his assigned crew on monthly training/crew activities, vehicle checks, etc.

### **Lieutenant Chris Szatynski Report**

- Placed the new SCBA's in service and assisted with the training.
- Safety committee chair person, more updates to come
- Mobile/portable Radio work as required.



## TOWN OF AUBURN, NEW HAMPSHIRE

Fire Department  
6 Pingree Hill Road  
Auburn, NH 03032  
(603) 483-8141



### Lieutenant Pat Glennon Report

- Completed fire officer 2 class at the NHFA
- Replaced spotlight on Tanker 1
- Engine 2 PM was completed
- Repaired right rear tire on E2
- Repaired emergency lights on E2
- Installed a mailbox here @ the Complex
- Worked on a new accident report for Auburn Fire
- Provide the department with new Rescue vehicle update
- Completed the motor vehicle driving program
- Started to clean out station 2 old equipment maintenance area, still in process
- Working on moving air compressor from SCBA room
- Responded to emergencies while on duty as required
- Assisted Captain Saulnier with Fire prevention inspections and drills
- Daily assigned station duties

Michael Williams

Chief of Department





# Auburn Fire December 2018 Statistics

Calls by Day of the Week	December 2018
Monday	5
Tuesday	5
Wednesday	5
Thursday	4
Friday	8
Saturday	3
Sunday	4
<b>Total</b>	<b>34</b>

## Fire / EMS Calls for December 2018

EMS Calls for Service	12
Fire Calls for Service	22
<b>Total Calls For Service</b>	<b>34</b>

Calls by Response Area	December 2018
Grid AFD1	10
Grid AFD2	6
Grid AFD3	5
Grid AFD4	9
Grid AFD5	0
Grid AFD6	0
Mutual Aid Given	4
<b>Total</b>	<b>34</b>

Fire and Rescue Responses by Type December 2018	
Building Fire	0
Vehicle/ Heavy Equipment Fire	0
Brush	0
Fires, other types	1
Alarm call no fire	3
Hazardous Condition	3
Good Intent	6
Service Call	10
Emergency Medical Services	11
<b>Total Responses</b>	<b>34</b>

Simultaneous Incidents	Occurrences	Total	Simultaneous Incidents
Single Call	32	32	N/A
Two Calls Simultaneously	1	2	2
Three Calls Simultaneously	0	0	0
Four Calls Simultaneously	0	0	0
Five or More Calls Simultaneously	0	0	0
<b>Totals</b>		34	2
<b>Dec 2018</b>			<b>6%</b>

Mutual Aid/Auto Aid Given	Dec 2018
Bedford	0
Candia	1
Chester	2
Deerfield	0
Derry	1
Hampstead	0
Hooksett	0
Litchfield	0
Lawrence, Ma	0
Londonderry	0
Manchester	0
Pelham	0
Raymond	0
Salem	0
Sandown	0
Windham	0
<b>Total</b>	<b>4</b>

Mutual Aid Received	Time of Day	Count
Candia	00:00 - 00:59	0
Chester	01:00 - 01:59	0
Deerfield	02:00 - 02:59	0
Derry	03:00 - 03:59	1
Hampstead	04:00 - 04:59	0
Hooksett	05:00 - 05:59	0
Hudson	06:00 - 06:59	1
Litchfield	07:00 - 07:59	0
Litchfield	08:00 - 08:59	2
Londonderry	09:00 - 09:59	1
Londonderry	10:00 - 10:59	1
Manchester	11:00 - 11:59	1
Manchester	12:00 - 12:59	1
Raymond	13:00 - 13:59	3
<b>Total</b>	14:00 - 14:59	5
	15:00 - 15:59	2
	16:00 - 16:59	1
	17:00 - 17:59	1
	18:00 - 18:59	4
	19:00 - 19:59	3
	20:00 - 20:59	1
	21:00 - 21:59	5
	22:00 - 22:59	0
	23:00 - 23:59	1
	<b>Total Alarms</b>	<b>34</b>

EMD Call Code	Dec 2018
ALPHA	1
BRAVO	1
CHARLIE	2
DELTA	4
ECHO	1
NONE	3
OMEGA	0
<b>Grand Total</b>	<b>12</b>



December 24, 2018

Town of Auburn  
Mike Dross  
PO Box 309  
Auburn , NH 03032

Dear Mike,

Once again it was a pleasure to work with you and members of your department this past paving season, we cannot thank you enough for the continued business and the trust you placed in our company. We would very much like to continue this working relationship by signing an agreement to pave for the Town of Auburn in 2019.

**2019 Paving Prices**

Machine pave	\$69.28 per TON for TOP
Machine pave	\$66.00 per TON for BINDER
Handwork pave	\$125.00 per TON
Burm	\$4.00 per LF
Tack	\$0.18 per SY
Flaggers	\$29.00 per HOUR
Reclaimer	\$0.78 per SY
Grader with slope control	\$0.50 per SY
Shoulder machine (no gravel)	\$1,800.00 per DAY
Sweeper (4 hr min)	\$125.00 per HOUR
Bobcat trimmer (4 hr min)	\$100.00 per HOUR

DEC 27 2018

NOTE: Pricing in place based on current NHDOT posting for liquid asphalt. Adjustment to be made if required based on NHDOT Road and Bridge Specifications.

Best Regards,

Bill Gelineas

This **Statement of Work** shall set forth the terms and conditions and scope of services provided to perform, the recycling services for “Materials” which shall mean personal computers, peripherals and related equipment including CPUs, monitors, laptops, printers, servers, drives, modems, network equipment, audio visual equipment, TVs, fax machines, desktop and freestanding copiers, all of which are collected by the town of Auburn, NH during a one day collection event. If there is a conflict between this Statement of Work and any term in the body of the Statement of Work, this “Agreement” shall govern.

Services:

- ECER will provide Six Containers to the Town of Auburn, NH for a one day electronic recycling collection event, which will be held on Saturday September 28, 2019 from 9:00am-2:00pm at 11 Eaton Hill Road (Auburn Village School).
- ECER will provide the supplies needed for the collection of all “Materials”.
- ECER will transport full containers with “Materials” from 11 Eaton Hill Road in Auburn, NH directly to ECER, located at 68 Walker Road, Shirley, MA 01464.
- ECER does not accept any broken glass, batteries, or bulbs.
- ECER assumes ownership, possession, title and control of the “Materials” once picked up from the Town of Auburn, NH.

INVESTMENT SUMMARY	
<b>6 Containers + Box Truck</b>	<b>\$800.00 / Container</b>

*\*If a container is not full to capacity or remains empty at the end of the collection event the \$600.00 rate will still apply for the requested container.*

**IN WITNESS THEREOF, the parties hereto by their duly authorized representatives have executed this Agreement effective as the date first written below.**

**ECER**

Signature: \_\_\_\_\_  
 Print Name: Alisha Carney  
 Title: Office Admin  
 Date: 1/10/2019

**Town of  
Auburn, NH**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## 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:** January 16, 2019

**Re:** Committee Resignation – Conservation Commission

At your January 7, 2019 meeting, the Board accepted the resignation of Alan Villeneuve as a member of the Auburn Conservation Commission.

At the Commission's January 8, 2019 meeting, the Commission discussed the vacancy and are recommending the appointment of current Commission Alternate Member Richard Burnham to fill the position held by Mr. Villeneuve. Mr. Burnham has indicated a willingness to serve in this capacity.

Attached are the minutes of the January 8<sup>th</sup> Conservation Commission meeting for the Board's information. The discussion and recommendation appear under "Other Business" at the bottom of Page 4.

Mr. Villeneuve's term ran through March 2019. If the Board accepts the recommendation to appoint Mr. Burnham, they have the option of making the appointment through March 2019 or to provide a full three year appointment through March 2022.

Should the Board be in agreement with the Commission's recommendation, the following motion would be appropriate:

*Move to appoint Richard Burnham as a member of the Conservation Commission with a term to expire in March 2019 (or March 2022).*

Thank you for your consideration.

Attachment

**Town of Auburn  
Conservation Commission  
January 8, 2019**

**Members present:** Jeff Porter-Chairman. Peg Donovan, Vice Chair. Richard Burnham, Alternate. Minutes recorded by Denise Royce.

**Absent:** Ed Fehrenbach, Diana Heaton & Stephanie Hanson, Members.

Mr. Porter called the meeting to order at 7:00 p.m. and introduced the Board members to everyone present. Mr. Porter elevated Mr. Burnham to a full voting member for tonight's meeting in the absence of other members.

**MINUTES**

**Mrs. Donovan moved to approve the minutes of September 4, 2018 as written. Mr. Burnham seconded the motion. All were in favor, the motion passed unanimously.**

**NEW BUSINESS**

**Jeremy Lougee/SELT  
Brenda Sanborn, Trustee  
Chester Turnpike, Tax Map 11, Lot 19  
Discuss Possible Conservation Easement**

At this time, Mr. Porter began the discussion with Mrs. Sanborn and Mr. Lougee with regard to a potential Conservation Easement with the Sanborn property. Mrs. Sanborn indicated that they have done a lot of research that has taken them a year to go through different options. Mrs. Donovan commended Mrs. Sanborn for doing her homework and research on the subject. A brief discussion ensued with regard to the research that was done.

Mr. Lougee explained that the SELT is in the process of putting a book together on "How to Conserve your Land" which should be available in March. Mr. Lougee went on to say that, he has been hearing about this property for awhile from Mr. Porter and after going over there agree that it is a really fabulous piece of property. Mr. Porter stated that they would like to partner up with SELT in this regard.

Mr. Porter talked about what had occurred last night at the Board of Selectmen meeting with regard to the idea of taking monies away from the Conservation Commission fund

when the town receives current use money. In conclusion, the discussion ended and was taken off the ballot.

Mr. Porter moved on to discuss the Sanborn property with Mr. Lougee. Mr. Lougee began by passing out copies of a map of the proposed area and went through each one individually. Mr. Lougee began with the first map which showed the 100-year floodplain map and all showed the Blanding's Turtle Conservation Area Tier 3. Mr. Lougee explained that, the area that they are mapping here is the Lake Massabesic watershed and that Blanding's Turtle spend a good portion of the life crossing over land and not spending it in the wetlands specifically.

Mr. Lougee moved on to the next page which is map 2 which shows the rail trail and the SELT Conservation Lands and Conservation lands. Mr. Lougee stated that, the darkest color was the higher scoring area on the Merrimack Conservation plan which was done across the entire Merrimack River watershed from Northern New Hampshire all the way down into Massachusetts out into the ocean. Mr. Lougee went on to talk about the area further.

Mr. Lougee went on to the next map which showed the blue hashed area which was the high priority water supply lands which is the map that DES put out after they initiated this new water trust fund. Mr. Lougee explained that the blue hashed area and that this portion of the land is eligible for that program. Mr. Lougee also talked about the pink area which is the high transmissivity aquifer that was located on the Sanborn property as well and that it looks like this aquifer is all over the place but it is not all over the place.

Mr. Lougee moved on to the last page which was a brand-new data set that is coming out of the nature conservancy and what they're looking at is wildlife connectivity across conserved land in the coastal area which comes out to about Manchester. They are basically looking at the critical areas that they need to protect in order to provide connectivity between these protected lands. They look at all the potential ways that wildlife can travel, whether it be, across a wetland, through a riparian area or across forest. Mr. Lougee went on to talk a little further in depth with regard to the wildlife corridor. Mr. Lougee believed that, this property sounded like it was a high priority for the town.

Mr. Porter stated that he believed it was and showed everyone a copy of the Open Space Map of the connectivity in the Town of Auburn. At this time, the Board Members, Mrs. Sanborn and Mr. Lougee reviewed the Open Space Map.

Next, Mr. Porter, the Board members, Mrs. Sanborn and Mr. Lougee reviewed the tax map for other possible land to be placed into a Conservation Easement. They noted a few possibilities for future investment. Mr. Lougee talked a little bit about Granit View and how it works. Mr. Lougee pointed out to everyone that, it was important to note that it's only useful if it's within what they determined to be high priority water supply land because



you can't just take a high and dry parcel and say we're going to donate to a Conservation Easement. Mr. Porter asked about possibly partnering up with Manchester Water Works. Mr. Lougee commented that he would have to look into that.

Discussion ensued with regard to the Sanborn property and the location of the boy scout part. Mrs. Sanborn pointed out the location on the map provided by Mr. Lougee. Mr. Lougee pointed out that, the property has a reclaimed gravel pit which is incredible habitat for species. Mr. Lougee stated that the next steps would be and stated that it was a high priority property and that we don't have any sense of what the value is at this time and therefore we would need to do an appraisal to find out what it's worth and then letting the Sanborns think about it and where the price point might be. Mr. Lougee went on to explain that he would then need to think how they could fund raise for this. A brief discussion ensued with regard to obtaining an appraisal for the property and what the possibility of the appraisal would cost. Mr. Porter explained to the Board members that, the next step is to come up with the money for the appraisal.

Mr. Lougee pointed out that, there were a couple of things about the appraisal that were important to think about and went on as follows:

- 1) Mr. Lougee wanted to note that, he believed it was important to have a conversation now about public access and whether that would be something that the family was comfortable with or would it be a certain portion of the property. If we are spending public money that we would want to have public access which is important to establish now. Mrs. Sanborn said that they do, do that now but that they did not want ATV's and snowmobiles and they post it for hunting. Anyone can go in and cross-country ski, snowshoe, walk and bike on the property. Mr. Lougee commented that, he just wanted to make sure the Conservation Commission was comfortable with what the homeowner was suggesting. Discussion ensued with regard to prohibiting hunting and Mr. Lougee pointed out that, if you are using LCHIP funds then you cannot prohibit hunting and this was not the funding that they were looking to obtain. Mr. Lougee stated that, the water trust fund is completely mute about public access. A brief discussion ensued with regard to the Boy Scout camp and grandfathering them in and deciding what to add as far as any expansions.
- 2) Mr. Lougee indicated that, in talking with Mr. Sanborn that, they were thinking about cutting off a lot or two for future family but did not know where that would be and that would be. At this time, Mr. Lougee and Mrs. Sanborn looked over the map that Mr. Lougee provided. In order to do the appraisal, they have to be sure what areas that they will be leaving out of the Easement. Mrs. Sanborn stated that, this would be something that she would have to discuss with Mr. Sanborn. Mr. Lougee explained that, what an appraiser is looking at is, what the

development value of the property would be. Mr. Lougee did not expect an answer now but that he would need that information prior to an appraisal being done.

In conclusion, Mr. Porter believed that the next step would be to come up with the monies for an appraisal and then he would contact Mr. Lougee and then see where they go from there. Mr. Porter stated to Mrs. Sanborn that, there was lots to think about and that they were so excited about doing this.

Mr. Porter asked Mrs. Sanborn if she had any questions. Mrs. Sanborn said no. Mr. Porter thanked Mrs. Sanborn and Mr. Lougee for coming tonight to discuss this possibility.

At this time, Mrs. Sanborn and Mr. Lougee exited the meeting and the Board moved into Non-Public session.

**Mr. Burnham moved to enter into Non-Public Session. Mrs. Donovan seconded the motion. The Board entered into Non-Public Session at 8.23 p.m.**

**Mr. Burnham moved to exit out of Non-Public Session. Mrs. Donovan seconded the motion. The Board exited out of Non-Public Session at 8.32 p.m.**

**Mrs. Donovan moved to seal the minutes of the Non-Public Session. Mr. Burnham seconded the motion. The Non-Public Session meeting minutes have been sealed at 8:33 p.m.**

## **OTHER BUSINESS**

Mr. Porter informed the Board members that Mr. Villeneuve has resigned as a member of the Conservation Commission. With that said, Mr. Porter stated that Mr. Burnham was next in line to become a member and asked Mr. Burnham if he would be interested in becoming a member of the Conservation Commission as opposed to being an alternate. Mr. Burnham graciously accepted. Mr. Porter indicated that he would let the Board of Selectmen know and go from there.

## **ADJOURN**

**Mr. Burnham moved to adjourn the meeting. Mrs. Donovan seconded the motion. All were in favor, the motion passed unanimously and the meeting stood adjourned at 9.10 p.m.**

**The next Conservation Commission meeting is currently scheduled for Tuesday, February 5, 2019 at 7:00 p.m. at the Town Hall, 47 Chester Road unless otherwise noted.**



Lindsey M. Stepp  
Commissioner

Carolynn J. Lear  
Assistant Commissioner

# State of New Hampshire Department of Revenue Administration

109 Pleasant Street  
PO Box 487, Concord, NH 03302-0487  
Telephone (603) 230-5000  
[www.revenue.nh.gov](http://www.revenue.nh.gov)



MUNICIPAL AND PROPERTY  
DIVISION

Thomas P. Hughes  
Assistant Director

January 4, 2019

Town of Auburn  
ATTN: Board of Selectmen  
PO Box 309  
Auburn, NH 03032-0309

RE: USPAP 2018 Report for Town of Auburn

Dear Honorable Board:

In accordance with RSA 21-J:14-b,I(c), the Department of Revenue Administration has reviewed the Uniform Standards of Professional Appraisal Practice (USPAP) mass appraisal report submitted by Avitar Associates of New England, Inc. for the Town of Auburn for the 2018 tax year.

I have enclosed a copy of the Department's mass appraisal review report. I have concluded that the mass appraisal report under review **complies** with all requirements set forth in USPAP, applicable laws and rules.

These results are reported annually to the Assessing Standard Board (ASB) in accordance with RSA 21-J:11-a,II. If you have any questions, please do not hesitate to contact me at 419-9794.

Sincerely,

Charles K. Reese  
Real Estate Appraiser Supervisor  
Municipal and Property Division

cc: Avitar Associates of New England, Inc. (Enclosure)  
File

JAN - 9 2019

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## REVIEW OF MASS APPRAISAL REPORT LETTER OF TRANSMITTAL

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**DATE:** January 4, 2019

**CLIENT:** NH Department of Revenue Administration, Municipal and Property Division

<b>RE:</b> Review of Auburn, NH – 2018 Mass Appraisal Report
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In accordance with RSA 21-J:14-b I(c) I have completed an appraisal review report (Review Report) of the Auburn 2018 mass appraisal report (Original Report) prepared by Loren Martin of Avitar Associates of New England (Avitar). The purpose of this review is to evaluate the Original Report for compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), applicable laws and rules. I have not developed my own opinion of value. This review should not be construed as an appraisal of the subject properties. This is a technical desk review, and as such I have not made a personal inspection of the referenced properties. The Original Report effective date of value is April 1, 2018 and the certification date is September 12, 2018.

The intended users of this Review Report are the Assessing Standards Board (ASB), the Town of Auburn and the NH Department of Revenue Administration (DRA). Neither the DRA nor the review appraiser is responsible for any unintended use of this Review Report. The opinions contained in this Review Report set forth my best judgment, in light of the information available at the time of the preparation of this report.

This Review Report is intended to comply with the appraisal review, development and reporting requirements set forth in USPAP. Supporting documentation concerning the data, reasoning and analyses is retained in the DRA's files. The information in this report is specific to the needs of the client and for the intended use stated in this report.

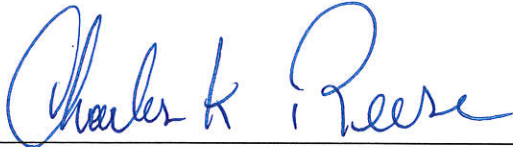
It is assumed that the factual data, about the subject properties, provided in the Original Report is accurate. USPAP refers to this type of assumption as an extraordinary assumption and if it is found to be incorrect, it could affect the results of the Review Report.

This Review Report cannot be properly understood without information contained in the Original Report and therefore it must be used in conjunction with the Original Report. This letter must remain attached to the Review Report in order for the opinions set forth herein to be considered valid.

This Review Report is qualified by certain definitions, assumptions and limiting conditions, and certifications that are set forth in the attached report.

After analyzing all relevant facts and opinions expressed in the Original Report, I have concluded that the Original Report complies with USPAP, applicable laws and rules.

Respectfully submitted,



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Charles K. Reese, CNHA, NHCG  
Real Estate Appraiser Supervisor  
Municipal and Property Division

Cc: Avitar  
Auburn, NH  
Department File



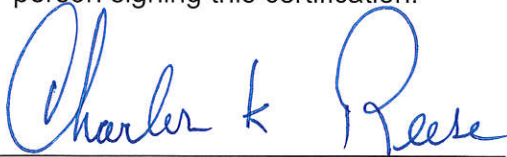
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**CERTIFICATION**  
**(Standards Rule 4-3)**

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I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the properties that are the subject of the work under review and no personal interest with respect to the parties involved.
- I am employed by the New Hampshire Department of Revenue (Department). Per RSA 21-J:11, the Department reviews all revaluations in New Hampshire, and performs assessing oversight and monitoring annually. I have performed no other services, as an appraiser or in any other capacity, regarding the properties that are the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the properties that are the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed, and this review report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have not made a personal inspection of all of the properties that are the subject of the work under review.
- No other person provided significant appraisal or appraisal review assistance to the person signing this certification.



Signature



Date

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## SCOPE OF WORK

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### Scope of Work:

Scope of Work is defined as: *"The type and extent of research and analyses in an assignment."*<sup>1</sup>

In this Review Report assignment:

- I read the entire Original Report provided by the appraiser to support his analyses.
- I reviewed a sample of the sales provided to determine whether the data is appropriate, and consistently applied.
- I reviewed the Original Report for compliance with the version of USPAP in effect as of the date of the appraisal report under review, by comparison to the elements described herein.
- I reviewed the Original Report for compliance with the applicable laws and rules.
- I reviewed the Original Report for consistency with industry recognized mass appraisal techniques.
- I reviewed the Original Report's Scope of Work for consistency with the contract terms.
- I did **not** inspect all properties.
- I did **not** utilize the mass appraisal under review to develop an opinion of value.
- I did **not** verify all the mathematical calculations in the model.

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<sup>1</sup> *The Appraisal of Real Estate, 14<sup>th</sup> edition*, Appraisal Institute, page 87

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## ASSUMPTIONS AND LIMITING CONDITIONS

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This Review Report is subject to the following underlying assumptions and limiting conditions:

### Extraordinary Assumption:

The **Appraisal Institute's *The Dictionary of Real Estate Appraisal, 5<sup>th</sup> edition* (p. 176)** defines an extraordinary assumption as *"an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."*

This review was made under the *extraordinary assumption* that the data contained in the work under review is accurate. The review appraiser is not responsible for errors in the data or for undisclosed conditions of the properties or the marketplace which would only be apparent from a thorough physical inspection and further research.

The use of this *extraordinary assumption* might have affected the results of this review assignment.

### Hypothetical Conditions:

This review does not include any hypothetical conditions.

### General Assumptions:

- This Review Report is intended to comply with USPAP's appraisal review, development and reporting requirements. Supporting documentation concerning the data, reasoning and analyses is retained in the DRA's files. The information in this report is specific to the needs of the client and for the intended use stated in this report. The review appraiser is not responsible for unauthorized use of this report. Possession of a copy of this report by the reader does not make the reader an intended user.
- It has been assumed that all principal and appurtenant buildings or other improvements have been accurately described; and, all land parcels and any attributes that may affect the market value have been accurately described.
- It has been assumed, unless otherwise stated herein, that all elements which may affect market value have been taken into consideration which may include, but are not limited to: legal and title matters; encumbrances; restrictions; physical and location issues; known contamination; zoning and use regulations; depreciation factors; or other issues.
- The information furnished by others is believed to be reliable and accurate.

### Limiting Conditions:

- Possession of this report, or a copy thereof, does not carry with it the right of publication.
- The review appraiser herein by reason of this review is not required to give further consultation, testimony, or be in attendance in court with reference to the properties in question unless arrangements have been previously made, or as otherwise required by law.

**Competency:**

- I am a DRA-Certified Property Assessor Supervisor. I have the experience, competency and education necessary to review mass appraisal reports. There were no additional steps required to competently complete the Review Report. Confirmation of my certification is available at [www.revenue.nh.gov](http://www.revenue.nh.gov).

# MASS APPRAISAL REVIEW REPORT

## USPAP Compliance Checklist

Prepared by the NH Department of Revenue Administration  
Municipal and Property Division

SUMMARY		USPAP Std. Rule #
<b>Client:</b>	NH Department of Revenue Administration (Department)	3-2(a) 4-2(a)
<b>Intended Users:</b>	NH Assessing Standards Board (ASB), the Municipality, Company/Appraiser of the work under review, and the Department	3-2(a) 4-2(a)
<b>Intended Use:</b>	1) To evaluate compliance with USPAP and applicable laws and regulations. 2) To provide feedback to the preparer of the mass appraisal under review.	3-2(b) 4-2(b)
<b>Purpose of the Assignment:</b>	To evaluate how the mass appraisal under review complies with the most recent iteration of USPAP and applicable laws and regulations, in effect as of the date of the appraisal. This review does not include the development of the reviewer's own opinion of value(s).	3-2(c) 3-3(c) 4-2(c) 4-2(i)
<b>Municipality Where Appraised Properties Are Located:</b>	Auburn, NH	3-2(d:iv)
<b>Effective Date of Value:</b>	April 1, 2018	3-2(d:ii) 4-2(d:iii)
<b>Date of Work Under Review:</b>	September 12, 2018	3-2(d:ii) 4-2(d:ii)
<b>Company Name and Name of Appraiser Who Completed the Report Under Review:</b>	Avitar / Loren J. Martin	3-2(d:iii) 4-2(d:iv)
<b>Type of Revaluation Under Review: (Check One)</b>	<input type="checkbox"/> Partial Update <input type="checkbox"/> Statistical Revaluation <input type="checkbox"/> Full Revaluation <input checked="" type="checkbox"/> Cyclical Revaluation	3-2(d:iv) 4-2(d:i)
<b>Work Under Review Per Contract OR In-House Work Plan:</b>	The appraisal of all taxable and non-taxable real property with the exception of the utility properties. Utility property reviewed separately.	3-2(d:iv) 4-2(d:i)
<b>Date of Reviewer's Appraisal Review Report:</b>	January 4, 2019	4-2(e)
<b>Reviewer's Extraordinary Assumptions:</b>	See attached assumptions and limiting conditions.	3-2(e) 4-2(f)
<b>Reviewer's Hypothetical Conditions:</b>	None	3-2(e) 4-2(f)
<b>Reviewer's Scope of Work:</b>	See attached scope of work.	3-2(g) 4-2(g)

Pursuant to RSA 21-J:14-b, I(c), the Department in its assessment review process shall review all mass appraisals to ensure compliance with USPAP and applicable laws and regulations. The purpose of this appraisal review is to advance the legislative objective of bringing greater credibility, uniformity, transparency, and accountability to statewide assessment practices. In so doing, this document serves as an analytical tool for identifying and documenting compliance with recognized assessment methods and techniques. This document also provides a mechanism for communicating the results of the review to the appropriate municipalities, assessors, and contractors.

<b>FOR DRA USE:</b>			
<b>Date Initial USPAP Report Received by Department:</b>	9/20/2018	<b>Date of Last Revision Submitted to Department:</b>	12/10/2018
<b>Reviewer's Name:</b>	Charles K. Reese		



# USPAP CHECKLIST

Item #	Section	Page #	Yes	No	USPAP Std. Rule #
<b>Section 1 - Letter of Transmittal</b>					
1.1	Identifies the properties appraised.	7	x		6-2 (f)
1.2	Identifies the effective date of the appraisal and the date of the report.	7	x		5-2(d); 6-2(d)
1.3	Identifies the intended use of the appraisal.	2	x		5-2 (b); 6-2(b)
1.4	Identifies the client of the appraisal and any other intended users.	2	x		5-2(a); 6-2(a)
1.5	Identifies the type and definition of value, and cite source.	7, 13	x		5-2©; 6-2(e)
<i>Pg7 Refers to RSA 75:1. RSA 75:1 defines market value and exceptions to when assessed not at market value. Pg13 - 2.1.1 &amp; 2.1.2</i>					
1.6	Identifies the property interests assessed.	7	x		6-2(f)
1.7	Signed certification of value, including names of individuals providing significant mass appraisal assistance.	7	x		6-2(n); 6-3
<b>Section 2 - Scope of Work</b>					
2.1	Identifies type of revaluation performed (partial, cyclical, statistical, full revaluation).	13	x		5-2(j); 6-2(g)
2.2	Identifies any limiting conditions adopted for the development and reporting of value.	86	x		6-1©; 6-2(c)
2.3	Identifies any extraordinary assumptions and/or hypothetical conditions adopted for the development and reporting of value.	86	x		5-2(i); 6-1(c)
2.4	Identifies the need for and the extent of any physical property inspections.	16	x		5-4(a); 5-5 (a&d)

# USPAP CHECKLIST

Item #	Section	Page #	Yes	No	USPAP Std. Rule #
	<i>Page 33 discusses "Arms Length Sale" Page 406 lists unqualifying sale codes - useful insight into how sales are qualified.</i>				
3.7	Identifies the number of sales utilized in sales analysis by property type.	143	x		5-4(a); 5-5(a); 6-2(i)
3.8	Provides the source of income and expense data utilized if an income approach to value is utilized.	67	x		5-2(j); 5-4(b) 5-7(a); 6-2(g)
3.9	Provides the source of vacancy rates, cap rates and/or income multipliers utilized, and a reconciliation by class if an income approach to value is utilized.	67	x		5-2(j); 5-4(b) 5-7(a); 6-2(g)
3.10	Identifies and explains the reconciliation performed, approaches to value, and the applicability and relevance of the approaches, methods and techniques.	67	x		5-7(a); 6-2(i)
<b>Section 4 – Time Trending</b>					
4.1	Provides a summary of the methodology utilized to develop a market-supported time trend analysis.	80	x		5-2(e,f&h); 5-3(a); 6-2(h,j)
<b>Section 5 - Land and Neighborhood Data</b>					
5.1	Provides documentation and support for base land rate(s) utilized. Provides documentation for any unimproved or vacant land adjustments.	159,391 394	x		5-2(h); 5-4; 5-6(b); 6-1(a,b); 6-2(i,m)
5.2	Provides a description of all zones and/or neighborhoods codes utilized and the reasoning behind the neighborhood delineations.	82, 180, 392	x		5-2(h); 5-4; 5-6(b); 6-1(a,b); 6-2 (i, m)
5.3	Provides documentation and support for neighborhood and or zone adjustments.	82, 180, 392	x		5-2(h); 5-4; 5-6(b); 6-1(a,b); 6-2 (i, m)
5.4	Provides land area adjustment table(s) and land curve table(s).	182, 391, 394	x		5-4; 5-6(b,d); 6-1(b)
5.5	Provides documentation for any other adjustments associated with site specific adjustments.	165. 392	x		5-2(g;iv,v); 5-4; 5-6(b,d); 6-1(b)
5.6	Provides a list of all external site influences (positive or negative) and corresponding adjustment ranges or amounts (% or \$).	162	x		5-3(a); 5-4 5-6(b); 6-1(b)

# USPAP CHECKLIST

Item #	Section	Page #	Yes	No	USPAP Std. Rule #
7.4	Provides a COD study using old assessed values.	63	x		5-4; 5-7(b) 6-1 (b); 6-2(1)
7.5	Provides a PRD study using new assessed values.	177	x		5-4; 5-7(b) 6-1 (b); 6-2(1)
7.6	Provides a PRD study using old assessed values.	63	x		5-4; 5-7(b) 6-1 (b); 6-2(1)
7.7	Provides strata analysis using new assessed values for each strata, if applicable.	177	x		5-4; 5-7(b) 6-1 (b); 6-2(1)
7.8	Provides strata analysis using old assessed values for each strata, if applicable.	63	x		5-4; 5-7(b) 6-1 (b); 6-2(1)
<b>Section 8 - Miscellaneous</b>					
8.1	Provides a copy of contract or in-house work plan.	13	x		6-1 (b); 6-2 (f&i)
8.2	Provides a copy of neighborhood map(s) or electronic file with map(s).	453	x		6-1 (b)
8.3	Provides CAMA System codes and tables. Identify and explain any codes that are unique to this municipality.	29	x		6-1 (b)
8.4	Provides a list of zoning district(s) and corresponding description(s).	71	x		6-1 (b)
8.5	Provides list of unqualified sale codes.	406	x		6-1 (b)
8.6	Provides qualifications and DRA certifying documents for each individual listed in the USPAP certification (Line #1.7).	9, 27	x		Competency Rule
8.7	Provides a table of definitions. A summary of useful definitions is available from the DRA.	133	x		6-1 (b)

NOTE: If any item numbers in above sections are checked "NO," the report is considered non-compliant.

Reviewer's Conclusion	Yes	No
Report is compliant.	x	

COMMENTS	
Comment on all items checked as “no”; Also offer any general comments.	

COMMENTS	
Comment on all items checked as “no”; Also offer any general comments.	

[illegible]

DRA Reviewer:	Charles K. Reese	Date:	1/4/2019
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DRA Reviewer:	Charles K. Reese	Date:	1/4/2019
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## REPORT OF THE BOARD OF SELECTMEN

To the Citizens of Auburn:

We are pleased to publish the 2018 Auburn Annual Town Report, in which you will read about the many and varied activities and accomplishments of the Town departments, boards, commissions and officers during the past year.

The past year has been a busy one on many different fronts, with the most far reaching being the revaluation of property throughout the community. All municipalities in New Hampshire are required to reevaluate property once every five years. Auburn was able to successfully accomplish this as a cyclical revaluation as opposed to a full measure & list process. This saved time and expense for the taxpayers. The revaluation resulted in an average increase in property valuation of 23%, and a resulting decrease in the tax rate of 19.5%.

As a Board, we believe the most important responsibility of a Town is to provide for the public safety of its residents. In June, Edward Gannon submitted his resignation as Chief of the Auburn Fire Department. Working with the remaining officers and members of the department, the Board agreed on a process to recruit a new Fire Chief from outside the ranks of the department. Following a process that resulted in 15 applicants for the part-time position, the Board was extremely fortunate to be able to hire Michael Williams of Hooksett to be Chief of the Auburn Fire Department. He brings a 27-year career in firefighting and emergency medical service to Auburn, including 13 years as Chief of the Hooksett Fire Department. We hope you have had a chance to meet him.

We have continued to spend time looking at the storage needs of both the Police Department and the Parks & Recreation Commission. A consensus has developed that an addition to the Safety Complex is the best way to address the space needs of the Police Department. A separate, smaller storage facility will be needed for Parks & Recreation. Planning efforts will continue in 2019.

In 2018, the Town including the Board of Selectmen, Police Commissioners, Town Administrator and Police administrators conducted successful negotiations with the Auburn Police Union for a new three-year Collective Bargaining Agreement to commence April 1, 2019. The voters will have the ultimate say in whether the proposal is approved or not at the March 2019 Town voting.

Also this year, the Board received an operational review and risk analysis on the operations of the Town Hall, similar to reviews done in 2017 on the Fire and Police Departments. The Town Hall review provided 21 recommendations for operational improvements and 12 personnel policy updates, most of which the Town has accomplished.

During the year, we have attempted to always try to communicate with each other and with the public in an effort to try and address matters in a constructive manner. Even though we may not always agree with each other, we have tried to reach decisions that are good for the community as a whole.

James F. Headd

Richard W. Eaton  
AUBURN BOARD OF SELECTMEN

Keith N. Leclair



**Town of Auburn  
Board of Selectmen  
January 7, 2019**

**Selectmen Present:** James Headd, Richard Eaton and Keith Leclair

**Others Present:** Elizabeth Robidoux, Eric Mitchell, Mike DiPietro, Todd Bedard, James Breault and Phyllis Breault, Alan Villeneuve, Michael Rolfe, Dale Phillips, Paula Marzloff, Susan Goodhue, Russell Sullivan, Christine McLaughlin, Marion Miller, Linda Dross, Conservation Commission Chair Jeff Porter, Cemetery Trustees Chair Don Dollard, Lieutenant Ray Pelton, William Herman, Town Administrator and Nancy Hoijer, Recording Secretary

**Call to Order – Pledge of Allegiance**

Mr. Headd called the meeting to order at 6:29 pm.

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

Reputation of someone other than a member of the Board.

***Mr. Headd motioned to go into non-public session pursuant to RSA 91-A:3 II (c). Mr. Leclair seconded the motion. A roll call vote was taken: Mr. Headd – yes; Mr. Eaton – yes; Mr. Leclair – yes. The motion passed unanimously.***

The meeting room was closed to the public at 6:29 pm.

***Mr. Leclair motioned to come out of non-public session at 6:55 PM, seconded by Mr. Eaton. A vote was taken, all were in favor, the motion carried unanimously.***

***Mr. Eaton moved to seal the minutes of the non-public session. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

The meeting room was opened to the public at 6:55 pm and the meeting resumed at 7:00 pm, following a brief recess, Mr. Headd led the attendees with the Pledge of Allegiance.

**Approval of Payroll for the Week of December 24, 2018 - \$49,085.90**

***Mr. Eaton motioned to approve the Payroll for the Week of December 24, 2018 in the amount of \$49,085.90. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.***

**Approval of Accounts Payable Item for the Week of December 31, 2018 - \$161,870.85**

***Mr. Eaton motioned to approve the Accounts Payable Item for the Week of December 31, 2018 in the amount of \$161,870.85. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.***

**Approval of Payroll for the Week of January 7, 2019 - \$50,802.74**

***Mr. Eaton motioned to approve the Payroll for the Week of January 7, 2019 in the amount of \$50,802.74. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.***

**Approval of Accounts Payable Item for the Week of January 7, 2019 - \$17,632.40**

***Mr. Eaton motioned to approve the Accounts Payable Item for the Week of January 7, 2019 in the amount of \$17,632.40. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.***

**Approval of Consent Agenda for the Week of January 7, 2019**

Mr. Headd read out loud and offered for inspection a copy of the Consent Agenda for the Week of January 7, 2019 some of which included: two (2) Abatement Applications to Municipality, one (1) Abatement/Refund Requests, one (1) Notice of Property Lien Discharge; one (1) Tax Collector's Warrant/Yield Tax and one (1) pistol/revolver license.

***Mr. Eaton motioned to approve the Consent Agenda for the Week of January 7, 2019. Mr. Leclair seconded his motion, with all in favor, the motion passed unanimously.***

**New Business**

**Restoration of Involuntarily Merged Lots – 11 Pinetree Road**

Eric Mitchell appeared on behalf of James and Phyllis Breault of 11 Pinetree Road to request that Tax Map 17, Lot 3 and Former Lot 4 at the corner of Appletree and Pinetree Roads which were involuntarily merged as one lot be restored to the pre-merger status of the two lots.

Mr. Eaton asked if it was a buildable lot – yes, the owners live in the home situated on Lot 17-3.

Mr. Herman provided a memorandum dated December 27, 2018 concerning the status of the Breault's application with Zoning Determination from the Building Inspector/Code Enforcement Officer Carrie Rouleau-Cote as well as copies of relevant statutes, NH RSA 673:39-aa, a copy of a plan drawn by Eric C. Mitchell & Associates dated December 17, 2018 and Release Form for Protective Well Radius per RSA 485-A: 30-b. Mr. Herman advised the Board would need to sign the "Notice of Lot Restoration" that would formally be recorded at the Registry of Deeds to accomplish the restoration to two lots.

Building Inspector/Code Enforcement Officer Rouleau-Cote indicated four bulleted items as part of the Zoning Determination relative to this action, which were: the home at Lot 17-3 becoming a non-conforming structure with the 50' rear setback; the maximum building coverage may exceed the 5% zoning requirement in R-1 and require a variance; the protective well radius for the existing drilled well on Lot 17-3 will extend onto Lot 17-4 requiring the Release from Protective Well Radii under RSA 485-A:30b be filed; and the reduced lot size may restrict the existing two-bedroom home on Lot 17-3 from expansion due to septic loading requirements.

Concerns were discussed if the shed on the adjacent lot were moved, the percentage would increase from over 5% to greater than 6%. The owners were made aware of the potential issue were the shed to be moved.

Mr. Eaton stated he was ok with the separation of the lots. Mr. Headd agreed to unmerge the lots.

***Mr. Leclair moved to approve the application to unmerge Lots 17-3 and 17-4 as requested. Mr. Eaton seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

## Proposed Amendment to Town of Auburn Credit Card Policy

Mr. Herman provided a memorandum dated December 19, 2018 concerning adjustment of the Town's Credit Card Policy to facilitate the request of Auburn Fire Chief Mike Williams to have a credit card assigned to the Fire Department for its use, which the Board members were unanimously in favor of providing. Mr. Herman advised the Finance Director has worked out the mechanics for this with Fire Chief Williams and recommended the Board amend the Town of Auburn Credit Card Policy to be inclusive of the Auburn Fire Department/Fire Chief. The present policy indicates credit cards would only be retained at the Town Hall or the Police Department. Mr. Herman provided the proposed adjustment to the policy for the Board's consideration which in two places noted that credit cards would be retained at the Town Hall/Selectmen's Office, Fire Chief's office and Police Department.

***Mr. Leclair moved to amend the Town of Auburn Credit Card Policy to include the Town Hall/Selectmen's Office, Fire Chief's Office and Police Department as the holders of vendor specific credit cards issued to the Town of Auburn. Mr. Eaton seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

## Resignation – Conservation Commission

Alan Villeneuve submitted his letter of resignation from the Conservation Commission dated December 17, 2018.

***Mr. Leclair motioned to accept the resignation of Alan Villeneuve, with regret and thanks for his service with the Conservation Commission. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.***

## Lawn Care and Maintenance Proposals

Mr. Herman provided a memorandum dated January 2, 2019 concerning the eight proposals received by the Town and School District for lawn care and maintenance service in 2019 as of the December 27, 2018 deadline for submission. Mr. Herman advised the Town placed a combined solicitation for all Town properties, the two cemeteries and the school district property.

The proposals ranged from the lowest of \$42,455 to the high of \$82,396. Mr. Herman provided a Bid Canvas Report which was shared with the Cemetery Trustees, the Parks & Recreation Commission, and Scott Dube, Maintenance Director for the Auburn School District.

Mr. Dollard spoke on behalf of the Cemetery Trustees concerning the work to be performed in the Auburn Village Cemetery and the Longmeadow Cemetery. Mr. Dollard stated that four bids were pretty close and included notes concerning mowing of walkways, play areas and weeding rock beds which they don't have. Mr. Leclair reminded there would be trimming work near the memorials. Mr. Dollard would like to make sure the mowing was done when necessary rather than weekly. Excess mowing in July and August damages the grass when it doesn't grow as much.

Concerns were expressed about the distance for the low bidder, who was out of Leominster, Massachusetts.

Mr. Eaton recommended the grounds should be in their best shape in the months leading up to Memorial Day.

Mr. Leclair recommended having a good understanding of what's expected of the vendor, and not leave things like how often mowing takes place to "as needed".

The Board agreed to follow-up on references with Bid Proposals #5 (\$47,370) and #7 (\$48,905).

#### Survey Reduction – 11 Rockingham Road

Mr. Herman presented a letter from Land Use Administrator Denise Royce dated January 3, 2019 which indicated the Planning Board voted to recommend the Board of Selectmen approve the reduction of surety currently held by the Town in the amount of \$41,761.50 for 11 Rockingham Road, Tax Map 31, Lot 19 be reduced to \$13,589.40 for remaining items listed in a letter from Stantec dated November 9, 2018. Stantec will revisit the site before recommending any further release. A copy of the unapproved Planning Board Minutes from December 19, 2018 were attached, together with a copy of Stantec's November 9, 2018 letter.

***Mr. Leclair moved to reduce the surety for Tax Map 31, Lot 19 from \$41,761.50 to \$13,589.40. Mr. Eaton seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

#### Review of 2019 Town Warrant

Mr. Herman provided an updated draft of the Warrant Articles to come before the Town at the first session of Town Meeting on Saturday, February 2, 2019 at 9:00 am at the Auburn Village School gymnasium.

The first article concerned the election of officers, while the second article is zoning amendments proposed by the Planning Board. The third article concerns the Collective Bargaining Agreement with the Auburn Police Union Local 216. The fourth article concerns an amendment of the existing Police Detail Revolving Fund. The Selectmen had previously acted to recommend Articles #3 and #4.

The fifth article concerns adding \$30,000 to the existing Town Buildings Rehabilitation Capital Reserve Fund previously established, to come from the unreserved fund balance (surplus) with no additional amount to be raised by taxation in 2019.

**Mr. Leclair moved for the Board of Selectmen to recommend voter approval of Article #5. Seconded by Mr. Eaton. A vote was taken, all were in favor, the motion carried unanimously.**

The sixth article concerns establishment of an Expendable Trust Fund pursuant to RSA 31:19-a for construction, reconstruction or improvements of town-owned lands and property to be known as the Town Property Rehabilitation Expendable Trust Fund, to be funded initially with \$50,000 to come from the unreserved fund balance (surplus).

Mr. DiPietro questioned whether article 6 could be interpreted to include types of infrastructure that were not town owned, such as to include projects partnered with non-town entities, such as with Water Works. The wording states town-owned. The Board stated they were comfortable with it the way it was written. Mr. Leclair added if that much money was needed for a project such as a water system, it would need to come before the Town in a Warrant Article anyway, so it is fine the way it is.

**Mr. Leclair moved for the Board of Selectmen to recommend voter approval of Article #6. Seconded by Mr. Eaton. A vote was taken, all were in favor, the motion carried unanimously.**

The seventh article concerns change of the percentage of Land Use Change Tax LUCT collected payments to the existing Conservation Fund (currently 100%).

Mr. Eaton stated he was opposed to having 100% go to Conservation due to the changes in cluster developments which had less large parcels coming out of current use and no revenue coming to the Town from being in current use. Mrs. Phillips questioned how many large parcels were left in Town and whether there was a way to find that out. Mr. Villeneuve added, and which are actually buildable.

Mr. Porter stated he was opposed to reducing the percentage given to Conservation from the LUCT fund. Mr. Porter spoke to the value of protecting the water and other non-renewable resources that comes from protecting lands through Conservation which is a big reason why residents purchase property in Auburn in his opinion.

Mr. Herman also advised the Board in 2003, voters approved a bond issue of \$2 million for the purchase of conservation land or easement, and that authority still stands and is accounted for in the Town's financial reports. Mr. Leclair stated he was surprised the Conservation Commission had the right to spend up to \$2 million dollars of the Town's money without further action through a Warrant Article as no other Board had that authority on that scale. Mr. Herman suggested the Board may want to look at rescinding that bond vote in a future year. Mr. Leclair noted he would like to have this conversation at Town Meeting.

Mr. Headd stated he was opposed to recommending the article at this time. Mr. Leclair agreed.

Mr. Villeneuve stated he would like to hear more facts and there should be joint communication between Conservation Commission and the Selectmen before proceeding.

Mrs. Marzloff expressed concern this would result in small monies going into the general fund, if it is not going to Conservation Fund, which would come in in bits and pieces and get lost. Mr. Eaton responded those small revenues would enable the Town to do something and take some of the burden off the taxpayers.

Mr. Sullivan stated he agreed with Mr. Porter about protection of the water quality and also saw the side where a lot of places purchased by other communities then realized they had purchased too much and couldn't afford their infrastructure. Its not getting developed to support more taxpayers. The Boards should get together and work on a Master Plan.

***Mr. Headd moved to not place this article on the 2019 Town Meeting warrant. Mr. Leclair seconded the motion. A vote was taken with two (Headd and Leclair) in favor and one (Eaton) opposed. The motion carried.***

The eighth article is to see if the Town will vote to discontinue subject to gates and bars, the upper portion of Dartmouth Drive at a point specified.

Lieutenant Pelton spoke to proposed article #8 with concerns about items being dumped on the property as well as people using drugs and believed that blocking access would be beneficial and allowing for snow removal.



Mr. Eaton agreed. Mr. Leclair stated he was ok with it. Mr. Headd stated he would recommend.

**Mr. Leclair moved for the Board of Selectmen to recommend voter approval of Article #8. Seconded by Mr. Eaton. A vote was taken, all were in favor, the motion carried unanimously.**

The ninth article is to raise and appropriate the Town's Operating Budget \$5,553,360 or take up the default budget of \$5,432,651. The Board of Selectmen already has approved and recommends the proposed budget through their work on the budget.

#### 2018 Assessment – Conduit & Easement Rights Value – AT&T and US Sprint

Mr. Herman provided a copy of a Letter to the Town of Auburn from Gary Roberge of Avitar Associates of New England, Inc. dated January 3, 2019 which provided an Assessment Report for the AT&T and US Sprint conduit that goes through Town. Mr. Roberge advises the Town will need to process a supplemental bill to both AT&T and US Sprint as soon as possible, but before March 31, 2019. The assessed value of the conduit and easement with AT&T was assessed at \$2,242,700 and the assessed value of the conduit and easement with US Sprint was assessed at \$2,242,700 which should work out to approximately \$37,000 each.

#### Old Business

##### Update of Town Hall Porch and Painting Project

Mr. Leclair asked Mr. Herman for an update as to how much the Town owes the contractor, Target New England, for the Town Hall Porch and Painting Project. Mr. Herman provided a breakdown which included \$1,800 from Change Order #2 approved at last meeting, plus the remaining painting and unfinished items. Mr. Herman advised the Town is currently holding \$10,540 from the original work together with the \$1,800 added, totaling \$12,340. Mr. Herman advised he received a request dated January 2, 2019 from Target New England for payment of \$6,340 for work completed to date with the balance of \$6,000 to be held by the Town and paid in Spring when the work is completed. Mr. Gonyea of Target New England indicated the work to be done included a second coat of paint and replacement of the siding behind the air compressors in the rear of the building with a 4'x8' sheet of white poly and trim of the same material.

Mr. Leclair stated the original payment terms were 1/3 up front, 1/3 half way through and 1/3 upon completion. The Town has more than lived up to that agreement, and in fact have pre-paid a portion of the final third already, even though the work is not yet completed. Mr. Eaton and Mr. Headd stated to pay when finished. Mr. Leclair added he would be willing to make payment for the hand railings, as they were added work since the original contract, and they have been completed. Mr. Headd and Mr. Eaton agreed.

#### Other Business

**Next Meeting – Tuesday, January 22nd, 2019 at 7:00 PM**

## **Minutes**

- December 13, 2018 Workshop Meeting
- December 17, 2018 Public and Non-Public Meeting

***Mr. Leclair motioned to approve the December 13, 2018 Workshop Meeting Minutes, as written. Mr. Eaton seconded his motion, with all in favor, the motion passed unanimously.***

***Mr. Leclair motioned to approve the December 17, 2018 Public and Non-Meeting Minutes, as written. Mr. Eaton seconded his motion, with all in favor, the motion passed unanimously.***

**Non-Public Session pursuant to provision of RSA 91-A:3, II (a) and (c).**

Consideration of compensation of any public employee and reputation of someone other than a member of the Board.

***Mr. Headd motioned to go into non-public session pursuant to RSA 91-A:3, II (a) and (c). Mr. Leclair seconded the motion. A roll call vote was taken: Mr Headd – yes; Mr. Eaton – yes; Mr. Leclair – yes. The motion passed unanimously.***

The meeting room was closed to the public at 8:19 pm.

***Mr. Leclair motioned to come out of non-public session at 8:26 pm, seconded by Mr. Eaton. A vote was taken, all were in favor, the motion carried unanimously.***

***Mr. Leclair moved to seal the minutes of the non-public session. Mr. Eaton seconded the motion. All were in favor, the motion passed unanimously.***

The meeting room was opened to the public at 8:26 pm.

***Mr. Eaton moved to approve a step increase for the Town Administrator from a Labor Grade 20, Step 14 to a Labor Grade 20, Step 15 based on a positive performance evaluation. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion carried unanimously.***

## **Adjourn**

***Mr. Headd motioned to adjourn the meeting at 8:26 pm. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.***

Respectfully submitted,

Nancy J. Hoijer,  
Recording Secretary