

**Town of Auburn
Board of Selectmen
April 18, 2016
Town Hall
6:30 p.m.**

() Non-Public Session

Pursuant to the provisions of RSA 91-A:3, II (c) Reputation of any person other than a member of the Board

() Call to Order – Pledge of Allegiance

Approval of Accounts Payable for Week of March 28th, 2016

Approval of Payroll for Week of April 4th, 2016

Approval of Accounts Payable for Week of April 11th, 2016

Approval of Payroll for Week of April 18th, 2016

Consent Agenda – as of April 18th, 2016

() Appointments with the Board

Edward Gannon, Acting Fire Chief – Fire Department Promotions

Don Wescott, ASAP Landscaping – Town Mowing and Landscaping

Carrie Rouleau-Cote, Building Inspector – Online Permitting

() New Business

Landfill Monitoring Contract

FY 2015 Encumbered Funds

Hazard Mitigation Plan Update

() Old Business

Former Fire Station Property

Transfer Station Issues

Library Parking Lot Project

Cable TV Franchise Agreement

() Other Business

() Minutes

- March 21, 2016 Public Meeting

() Non-Public Session

Pursuant to the provisions of RSA 91-A:3, II (a) Hiring and Compensation of Public Employee(s)

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: April 15, 2016
Re: Consent Agenda – Week of April 18, 2016

USEPA Annual Report:

- ❖ Small MS4 General Permit – Stormwater Control

Conservation Easement Deed:

- ❖ Rattlesnake Hill, LLC, off Gold Ledge Avenue (Tax Map #1, Lot #4)

Warrant / Yield Taxes - Timber:

- ❖ Rattlesnake Hill, LLC (Tax Map #1, Lot #18-1) - \$1,800

Warrant / Yield Taxes - Gravel:

- ❖ Jack, Charles & Paul Garabedian (Tax Map #11, Lot #50) - \$10.40

Correspondence:

- ❖ Eddows Field Parking Lot Project
- ❖ Michael & Sharon Poirier – Property Tax Deferral
- ❖ Donation Acknowledgement – Mr. & Mrs. Gerald Demirjian

Notice of Intent to Cut Wood or Timber:

- ❖ Manchester Water Works, Hooksett Road (Tax Map #10, Lots #17 & 23)
- ❖ Manchester Water Works, Manchester Road (Tax Map #22, Lot #6 & Tax Map #25, Lot #7)
- ❖ Bob & Sarah Barysaukas, 24 Countryside Circle (Tax Map #5, Lot #49-5)

Application for Property Tax / Veterans Credit:

- ❖ Peter VanEden, 39 Forest Drive (Tax Map #7, Lot #25-161)
- ❖ Thomas W. Burns, 297 Wilsons Crossing Road (Tax Map #)

Application for Current Use:

- ❖ James & Erica Guinesso, 601 Pingree Hill Road (Tax Map #2, Lot #38-1) - 84.7 acres
- ❖ Robert & Sarah Barysaukas, 24 Country Circle (Tax Map #5, Lot #49-5) – 23.47-acres
- ❖ Joanne Dufresne, 468 Dearborn Road (Tax Map #11, Lot #30) – 59.76-acres

**Board of Selectmen
Consent Agenda
Week of April 18, 2016
Page Two**

Cemetery Deed / Auburn Village Cemetery:

- ❖ Michael & Brenda Cavanagh Brunelli – (Map #20, Lot #53A)

Manifest / Void Checks:

- ❖ Two Checks totaling \$255.11

Application for Abatement:

- ❖ Kenneth Booth, 547 Chester Road (Tax Map #5, Lot #60) – Granted – Revised Assessment - \$317,400
- ❖ Jocelyn Scarpetti, Chester Turnpike (Tax Map #13, Lots #40-2 & 40-3) – Granted – Revised Assessments - \$112,000 and \$109,300 respectively
- ❖ Northern New England Telephone Operations (Fairpoint) – Townwide - Denied

Abatement / Refunds:

- ❖ Dana Anderson & Nicole Rioux – Calef Campground - \$85.00
- ❖ Dana Anderson & Nicole Rioux – Calef Campground - \$98.93
- ❖ Michael Mix – Calef Campground - \$44.00
- ❖ Michael Mix – Calef Campground - \$48.16
- ❖ Brian Neale & Christine Girouard – Calef Campground - \$114.00
- ❖ Brian Neale & Christine Girouard – Calef Campground - \$193.15
- ❖ Gary Striker – Calef Campground - \$35.00
- ❖ Dawn Young – Calef Campground -- \$52.00

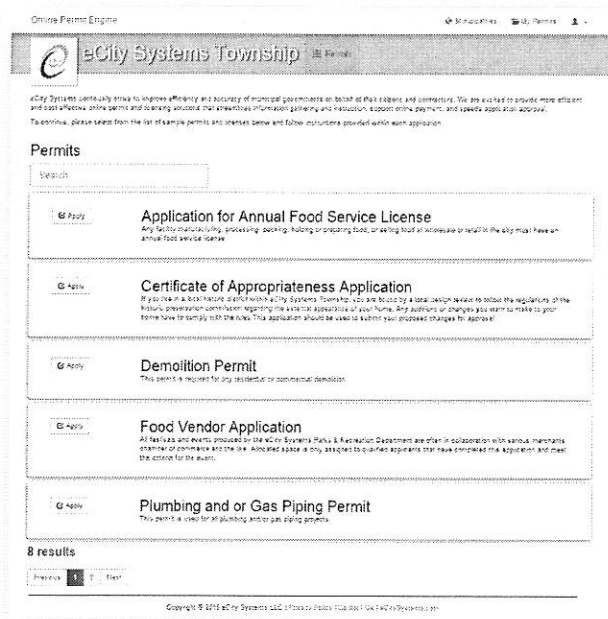
Pistol/Revolver License:

- ❖ Fifteen (15) Licenses

Permits Online 24/7

eCitySystems intuitive, web-enabled ePermit solution expedites, organizes and streamlines the entire permit application process.

- ❖ Homeowners and Contractors start, save and complete permit applications online when and where it is most convenient for them.
- ❖ You tailor applications to your specific needs including required fields, attached files, permitting fees and instructions.
- ❖ Applicants are notified when application status changes and can obtain application status online themselves.
- ❖ Best of all - submitted applications are legible, complete, with all fees collected upfront.
- ❖ You process permit applications, acceptances, payments and final approvals via the web. Simple permits can even be issued instantly, allowing work to get started immediately.



AUTOMATE | ORGANIZE | STREAMLINE



Municipality Benefits

- ❖ Quick implementation
- ❖ Support your citizens 24/7, 365 days per year
- ❖ Tailor applications to your specific needs
- ❖ Automatically calculate fees and accept online payments
- ❖ Integrate with all EB2Gov modules
- ❖ Simple permits issued immediately after payment is received
- ❖ Work anytime, anywhere with an internet connection
- ❖ Automatic notifications
- ❖ Add project notes & comments
- ❖ Attach CAD drawings, digital drawings, images and other documents as needed
- ❖ Intuitive and easy to use
- ❖ Process permit applications, acceptances, payments and final approvals via the web
- ❖ Support and upgrades included
- ❖ Data security and backups
- ❖ All applications are legible and complete with all fees collected upfront
- ❖ Easy sign up & installation; add new permits anytime
- ❖ Reduce phone calls and office traffic
- ❖ Speed revenue collection & increase cash flow
- ❖ Increase citizen awareness via traffic to the site
- ❖ Go Green- Reduce paper waste
- ❖ Information available when you want and need it
- ❖ Everyone stays connected throughout the entire process

Economical, Efficient & Effective eCity Solutions

eCitySystems is here to present a system that will organize and streamline the current arduous and archaic permits application process; a beneficial solution for everyone challenged with doing more with less via *automation*.

Automation traditionally comes with a steep cost-until now. There is no better time than the present for municipalities to establish a partnership with eCitySystems to achieve improved services for their citizens at a price you can't refuse.

Automating processes and providing e-services to your constituents reduces project task lifecycles and assists in "doing more with less". Application tasks that typically take days to complete now just take a few hours. Citizens are completing projects on their time and municipal employees are able to focus on the core job functions.



Call or Email Today for More Information!

eCITYSYSTEMS, LLC

www.ecitysystems.com

(p) 603-689-4560

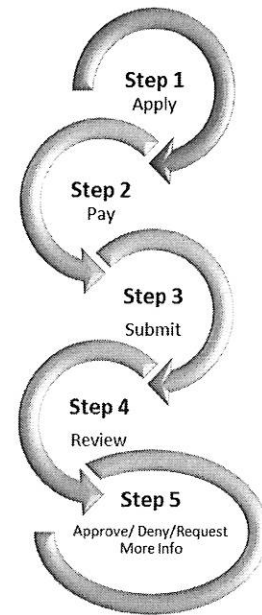
(f) 603-216-1019

info@ecitysystems.com

Benefits for your Citizens and Contractors

- ❖ Town Hall access 24/7, 365 days per year
- ❖ No software or hardware to install
- ❖ User friendly
- ❖ Eliminate unnecessary travel to town offices
- ❖ Easy to follow instructions on each permit application
- ❖ Start, save and complete permit applications online when and where it is most convenient
- ❖ Receive email notifications when status changes
- ❖ Work anytime, anywhere via an internet connection
- ❖ Fast and easy credit card or ACH payments

Complete permit cycle in 5 easy steps!



Details

Application

- ☒ Instructions
- ☒ Project
- ☒ Applicant
- ☒ Property
- ☒ Property Owner
- ☒ Contractor
- ☒ Electrical
- ☐ Terms and Conditions
- ☐ Fee Explanation
- ☐ Frequent Questions
- ☐ Workers Comp
- ☐ Abandon List

Review

Comments

Project

Project Instructions

Please provide information describing the proposed work to be completed within this permit application.

Project Short Description

Enter a short description of your project in 100 characters or less.

New construction of 1800 sq ft 3/2 home on 0.23 acre lot in Highlands subdivision on lot 99/23/2

Project Plan File

Change File

Delete

Sample_House_Plan

Project Estimated Start Date

11/24/2015

Project Estimated Completion

Enter the estimated complete date of the project.

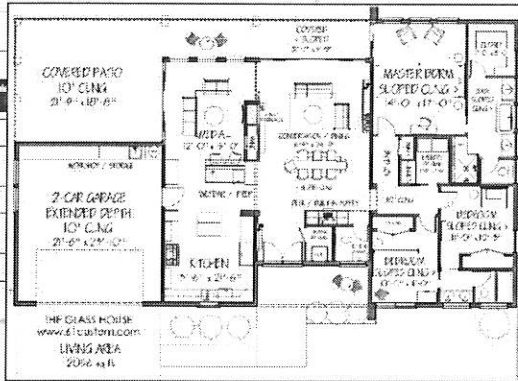
01/03/2016

Project Estimated Inspection Date

01/11/2016

Project Estimated Total Cost *

235471.00



ePay2Gov

eCity Systems, 123 Main Street, Mont Vernon, NH, 603-880-4560

Transaction

Description: Permits Application Fee

Pay Amount: \$1015.00

This payment service is offered by ePay2Gov, a service of Interware Development Co., Inc., and is authorized by eCity Systems to collect their behalf. A convenience fee is added to the principal amount that is due eCity Systems. Completion of this payment transaction is our authorization by your credit card company or bank. The added convenience fees are displayed below.

Please choose your payment method

- * Credit Card: (Fee of \$47.04)
- * ACH: (Fee of \$1.50)

Credit Card Information

First Name on Card: Chris
Last Name on Card: Smith
Street Address: 12 Main Street
Email: csmith@yahoo.com
Card Type: Visa
Card Number: 1234 5678 9010 1112
CVC Number: 123
Expiration Month: 1
Expiration Year: 2
Billing City: Bedford
Billing State: New Hampshire
Billing Postal Code: 03110



Payment Confirmation

Total amount payable to eCity Systems: \$1015.00

Total amount payable to ePay2Gov (Fee): \$47.04

Total to Pay: \$1062.04

Your credit card or bank statement will show two separate transactions as noted above. Please look over your information carefully and press the "Accept and Pay" button. To decline these terms and exit, press the "Decline" button.

Accept & Pay Decline

eCity

eCity Systems Township

Administration

- Users
- Roles
- Municipalities
- Payment Integration
- Citizen
- Blocked Emails
- Permits
- Fields
- Docs
- Published
- Disabled
- Applications
- Approved
- Denied
- Payment
- Charges
- Invoices

Review Permit Application

Details

Applications

- Project
- Applicant
- Property
- Property Owner
- Contractor
- Electrical
- Terms and Conditions
- Fee Explanation
- Frequent Questions
- Workers Comp
- Abandon List

Comments

Details

Name: Residential Building Permit
Id: 581e178a-b4703917207e2
Municipality: eCity Systems Township
Description: This is a master permit template intended to provide a starting point for other templates.

Invoices

Invoice 1 - 2015-10-14 08:19:04

Id: 581e178a-b4703917207e2

Name	Price
Fee as Percent of Total Project Cost	\$1,020.00
Fee on Total Costs	\$375.00
Fee on Total Costs	\$215.00
Online Permit Application Fee	\$5.00

Approve Deny Request Edit Inquire Print

- | | | |
|---------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> ACCESSORY DWELLING UNIT | <input type="checkbox"/> FIRE HAZARD REDUCTION | <input type="checkbox"/> RETAINING WALL |
| <input type="checkbox"/> AFFIDAVIT OF CORRECTION | <input type="checkbox"/> FIRE SYSTEM | <input type="checkbox"/> REZONE |
| <input type="checkbox"/> AGRICULTURAL | <input type="checkbox"/> FIRE SYSTEM TANK | <input type="checkbox"/> RIGHT- OF- WAY USE |
| <input type="checkbox"/> ALARM | <input type="checkbox"/> FIREWORKS | <input type="checkbox"/> ROAD CLOSURE |
| <input type="checkbox"/> ALTERATIONS | <input type="checkbox"/> FLOODPLAIN DEVELOPMENT | <input type="checkbox"/> ROAD VACATION |
| <input type="checkbox"/> AMUSEMENT | <input type="checkbox"/> FOOD | <input type="checkbox"/> ROOFING |
| <input type="checkbox"/> BANNER | <input type="checkbox"/> GAMBLING | <input type="checkbox"/> SHED |
| <input type="checkbox"/> BINDING SITE PLAN | <input type="checkbox"/> GUN | <input type="checkbox"/> SHORELINES |
| <input type="checkbox"/> BOUNDARY OR LOT LINE ADJUSTMENT | <input type="checkbox"/> HIGHWAY LANDSCAPING/ VEGETATION MANAGEMENT | <input type="checkbox"/> SIDE SEWER CONNECTION PERMIT |
| <input type="checkbox"/> BUILDING MOVING | <input type="checkbox"/> HOME OCCUPATION | <input type="checkbox"/> SIGN |
| <input type="checkbox"/> BURNING | <input type="checkbox"/> HUNTING | <input type="checkbox"/> SPECIAL USE |
| <input type="checkbox"/> CERTIFICATE OF SEWER AVAILABILITY | <input type="checkbox"/> HYDRAULICS | <input type="checkbox"/> SPRINKLER SYSTEM |
| <input type="checkbox"/> CERTIFICATE OF WATER AVAILABILITY | <input type="checkbox"/> LAND USE | <input type="checkbox"/> STORM DRAINAGE CONNECTION PERMIT |
| <input type="checkbox"/> CHIMNEY | <input type="checkbox"/> LEGAL LOTS | <input type="checkbox"/> STORM WATER |
| <input type="checkbox"/> CLEAN WATER ACT | <input type="checkbox"/> MASTER DRAINAGE PLAN | <input type="checkbox"/> SUBDIVISIONS |
| <input type="checkbox"/> CLEARING & GRADING | <input type="checkbox"/> MECHANICAL | <input type="checkbox"/> SUPPLEMENTAL |
| <input type="checkbox"/> COMMERCIAL | <input type="checkbox"/> MISCELLANEOUS SERVICES | <input type="checkbox"/> TEMPORARY USE PERMIT |
| <input type="checkbox"/> COMPREHENSIVE PLAN AMENDMENT | <input type="checkbox"/> MOBILE HOME | <input type="checkbox"/> TEMPORARY STAND |
| <input type="checkbox"/> CONDITIONAL USE | <input type="checkbox"/> MULTIFAMILY | <input type="checkbox"/> TENT |
| <input type="checkbox"/> CRITICAL AREA ALTERATION EXCEPTION | <input type="checkbox"/> NOISE (SOUND AMPLIFICATION/CONSTRUCTION) | <input type="checkbox"/> TREE TRIMMING |
| <input type="checkbox"/> DEMOLITION | <input type="checkbox"/> ONSITE SEPTIC SYSTEMS | <input type="checkbox"/> VENDOR CART PERMIT |
| <input type="checkbox"/> DISCONNECTION OF WATER/SEWER SERVICE | <input type="checkbox"/> OUTDOOR ADVERTISING/BILLBOARD | <input type="checkbox"/> WATER METER |
| <input type="checkbox"/> DRIVEWAY | <input type="checkbox"/> PLUMBING | <input type="checkbox"/> WATER SERVICE APPLICATION |
| <input type="checkbox"/> ELECTRICAL | <input type="checkbox"/> POOL | <input type="checkbox"/> WELL |
| <input type="checkbox"/> ELEVATOR | <input type="checkbox"/> PRE-APPLICATION CONFERENCE | <input type="checkbox"/> YARD SALE PERMIT |
| <input type="checkbox"/> ENVIRONMENTAL IMPACT STATEMENT | <input type="checkbox"/> PREDEVELOPMENT SERVICES | <input type="checkbox"/> ZONING VARIANCE |
| <input type="checkbox"/> ENVIRONMENTAL SERVICES | <input type="checkbox"/> REASONABLE USE EXCEPTION | |
| <input type="checkbox"/> EXCAVATION | <input type="checkbox"/> RESIDENTIAL | |
| <input type="checkbox"/> FENCE | <input type="checkbox"/> REST AREA | |

ECS WEB SERVICES AGREEMENT

This Agreement (the Agreement), dated as of this April 1st, 2016 (the Effective Date), is made and entered into by and between eCity Systems, LLC (hereinafter referred to as "ECS"), an New Hampshire limited liability company with an address at **9 Thomas Street Windham, NH 03087** and **The Town of Auburn**, (hereinafter referred to as "the Client"), a New Hampshire municipal corporation with an address of **47 Chester St. Auburn, NH 03032** (collectively, with ECS, "the Parties").

WHEREAS, ECS provides web based and over the counter applications facilitating online permitting between the Client and its citizens; and

WHEREAS, the Client desires to utilize the services more specifically articulated in Attachment A attached hereto and made a part hereof; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. SCOPE OF SERVICE

a. General

ECS shall provide web software and/or services as listed in Attachment A. The Parties hereby acknowledge and understand that ECS only provides software to facilitate citizens' transactions with the Client; ECS does not approve, deny, accept, or generate any permits, licenses, approvals, applications, forms, or any other official documents of any kind used by the Client for the transacting of government business. All permits, licenses, approvals, applications, forms, or any other official documents completed or submitted using ECS software and services are generated by the Client and are the same as those permits, licenses, approvals, applications, forms, and other documents regularly used by the Client in its ordinary business operations.

b. Other E-Services

ECS may offer other e-services from time to time. Clients may subscribe to these additional e-services by way of attachments hereto.

c. Payment / Funding

Refer to proposal.

2. ECS RESPONSIBILITY

ECS shall be solely responsible for the following:

- a. Maintain the ECS web-services and other web-based management software running on ECSs web server with a subset of the relative data.
- b. Provide the necessary support, installation and training for the Client to administer any required ECS Web Service. Standard setup and training is provided via the internet and telephone. On-site setup and training is optional at the request of the client and the cost will be quoted separately if not included in the proposal or this Agreement.
- c. Maintain web-servers necessary to facilitate ECS Web Services to Clients and its citizens.

3. CLIENT RESPONSIBILITY

The Client shall be solely responsible for the following:

- a. Charge all citizens convenience fees for the use of the software and services anticipated by this Agreement, as outlined in the IDC Agreement, and collect said convenience fees contemporaneous with the collection of any taxes, fees, fines, penalties, and other charges associated with the conduct of Client's business for which ECS services are implemented to facilitate.
- b. Remit to ECS charges set forth in the ECS Agreement no later than 31 days of the date of collection. Failure to do so may result in the termination of service for Clients and its citizens.

- c. Maintain the equipment and supplies necessary to complete the services anticipated in this Agreement. This may include, but is not limited to, computer equipment, printers, and internet connectivity.
- d. Process and mail any necessary receipts, permits, licenses, approvals, applications, forms, and paperwork to citizens as required by all governing laws and regulations.
- e. Operate ECS Web Services and other services anticipated in this Agreement as instructed and in accordance with all applicable laws and regulations.
- f. Assist in the promotion ECS Web Services anticipated by this agreement including such things as local press release, inclusion in mail-in documents, counter handouts, link on Client Web site, etc.

4. WARRANTY AND INDEMNIFICATION

- a. ECS hereby warrants that the software provided pursuant to this Agreement shall conform to the specifications incorporated in this Agreement and shall be suited to perform and effectuate the intent of this Agreement. ECS will, without additional charge to the Client, make such timely modifications to the software as may be necessary to correct any defects reported to ECS by the Client.
- b. In cases where ECS Web Services involve documents that are to be provided to the Client's customer, Client assumes full responsibility for the generation of such documents. These documents include, but are not limited to receipts printed, permits issued and any other documents that may result from these transactions. It is the Clients' responsibility to make sure that all calculations are correct and that the customer receives the necessary documentation in a timely manner.
- c. ECS hereby warrants that it has all necessary intellectual property rights, licenses, and approvals to provide the Client with the software and services set forth in this Agreement and that ECS shall be capable of providing all necessary software and services without violating, or infringing upon, any contract, license, agreement, covenant, copyright, patent, trademark, trade secret, or other proprietary right held by another with regard to the software and services to be provided.
- d. ECS hereby agrees to indemnify, defend, and hold harmless the Client against any and all liabilities, claims, and causes of action, brought by any third-party, either in law or equity, alleging that the Client's use of the software violates any contract, license, agreement, covenant, copyright, patent, trademark, trade secret, or other proprietary right held by another with regard to the software and services to be provided. ECS's obligations as set forth in this Paragraph 4(c) shall be limited to the amount of ECS's insurance coverage.
- e. The Client hereby agrees to indemnify, defend, and hold harmless ECS against any and all liabilities, claims, and causes of action brought by any applicant that used the ECS software or service, either in law or equity, alleging that (1) the Client acted unlawfully in the execution of a statutory obligation with regard to the issuance of any permit, license, or approval or (2) the Client acted unlawfully in failing to send, mail, or provide any receipts, permits, licenses, approvals, and any other document that may be processed and served by ECS software. It is the Clients' responsibility to make sure all calculations are correct and that the customer receives the necessary documentation in a timely manner. The Client's obligations as set forth in this Paragraph 4(d) shall be limited to the amount of the Client's insurance coverage.

5. TECHNICAL SUPPORT, MAINTENANCE

Upon notice as provided in Paragraph 9 herein, ECS and IDC shall promptly provide the Client with technical support, maintenance, and upgrades sufficient to allow for the operation of the software and services for their intended purposes or sufficient to allow for the correction of any defects or security vulnerabilities that exist, may become known, or may be exposed with regard to the software and services to be provided pursuant to this Agreement.

6. TERMINATION

This Agreement may be terminated by either party upon written notice after the initial Term of Service specified in Schedule A. Notice shall be provided as follows:

From Client to ECS:

ECity Systems, LLC

9 Thomas Street
Windham, NH 03087

From ECS to Client:

The Town of Auburn

47 Chester St.
Auburn, NH 03032

7. RENEWAL

This Agreement will automatically renew annually in-perpetuity unless terminated by either party as set forth in section 6.

8. OWNERSHIP

ECS shall retain all rights and all materials developed by ECS and any inventions, creations and improvements whether or not patentable or copyrightable, conceived or made in connection with the performance of its obligations hereunder, even if modifications or enhancements are paid for by the Client, unless a separate Agreement relating to any such software is secured. Any and all software or other intellectual property delivered to the Client per this Agreement shall be subject to the conditions specified within this Agreement and shall be considered the intellectual property of ECS.

The Client hereby agrees and acknowledges that all rights, title and interest, including without limitation all proprietary rights to all patents, copyrights, trademarks, trade secrets and all other intellectual property of any nature, in and to the Licensed Programs in whatever form, including any written documentation and other material explaining in or referring to such Licensed Programs, and including any modifications, enhancements and derivative works of the Licensed Programs made by or for ECS or for the Client shall belong to and remain solely and exclusively the property of ECS.

9. NOTICE

Any notices required or permitted hereunder shall be given in writing, via certified mail, or next day express delivery service, at the address of each party set forth in paragraph 6 of this Agreement, or to such other address as it shall designate by written notice to the other party in the manner contemplated herein, and will be deemed received when delivered or, if delivery is not accomplished by reason of some fault of the addressee, when tendered.

10. GOVERNING LAW

This Agreement shall be construed in accordance with, and its performance and the rights and obligations of the parties hereunder governed by, the laws of the State of New Hampshire.

11. MISCELLANEOUS

No modifications of this Agreement will be effective unless it is in writing and is signed by both parties. This Agreement binds and benefits both parties and any successors and assigns. Time is of the essence of this Agreement. This document, including any attachments, is the entire agreement between the parties, and supercedes any and all prior agreements and understandings pertaining to the subject matter hereof. In executing this Agreement, the Parties represent and acknowledge that they have not relied upon any representations or statements not set forth herein made by the others, or their counsel or representatives, with regard to the subject matter of this Agreement. The undersigned hereby warrant and represent that they are authorized to execute this Agreement on behalf of the respective parties; the Parties shall take such further action as is necessary to make this Agreement binding and enforceable.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first written below

ECS

ECity Systems, LLC

By: _____
Shannon Lavoie, Partner/Co-Founder

Date: _____

Client

Town of Auburn

By: _____

Title: _____

Date: _____

Proposal

Date: February 22, 2016
 Proposal # 1002-A
 Expiration Date: March 31, 2016



eCitySystems, LLC
 Shannon Lavoie
 (603) 689-4560
 shannon@ecitysystems.com

Municipality: Auburn, NH
 Contact: Carrie Rouleau-Cote, Building Inspector/Code Enforcement Officer
 Contact: William G. Herman, CPM, Town Administrator
 Customer ID: ABNH

SOLUTION	FEE TYPE	DESCRIPTION	INCLUDES	START DATE	TOTAL
Implementation & Setup	One-Time	One-time- set up discounted for launch promotion	<ul style="list-style-type: none"> Account setup Unlimited permits uploaded Up to 2 days of setup and onsite training 	March 2016	\$2695 \$1895
eCS-Online Permit Engine (OPE)	Monthly	Recurring- discounted as part of launch promotion	<ul style="list-style-type: none"> Online training Unlimited email support Unlimited users Custom municipal branding 	April 2016	\$200 \$0
eCS-Online Permit Management (OPM)	Monthly	Recurring- discounted and grandfathered for future release as part of launch promotion	<ul style="list-style-type: none"> Online training Unlimited email support Unlimited users Custom municipal branding 	TBD	\$300 \$175 (OPM monthly fee not billed until official launch)*
**Note: <ul style="list-style-type: none"> ➤ Grandfathered agreement ➤ The Term of Service shall be from April 1st, 2016 or the date of the first transaction using ECS services, whichever shall occur last, thru April 1st, 2017, or one year from the date of the first transaction using ECS services, whichever shall occur last. ➤ \$ 5.00 per transaction eCS convenience fee (<i>Imbed convenience fee into total cost of permit, so applicants cannot see that fee.</i>) ➤ Payment Types selected: (select which ones apply) <ul style="list-style-type: none"> ○ ACH ○ Credit Card ○ eCheck ➤ Charge backs or returned checks will be billed back to the town. ➤ *While we are in the development phase of our Online Permit Management (OPM), we allow for our clients to lock in at the low monthly rate of \$175.00/Month. ➤ **We understand that your town elections are taking place and in order to get on the agenda it is going to take some time. We are willing to continue our set up work in the interim in efforts to get Auburn online in the beginning of April. 				SUBTOTAL	\$2895
				LESS DISCOUNTS	(-) 1000
				TOTAL	\$1895 **due upon signing agreement \$0 billed monthly

© eCitySystems.com

The above information is confidential and intended only for the person or persons requesting such information and shall not be reproduced, transmitted, or distributed to any other party without written consent of eCitySystems, LLC.

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: April 7, 2016

Re: Landfill Property – GMP Monitoring Activities

The Town of Auburn is required, by the terms of the Groundwater Management Permit the NH Department of Environmental Services (NHDES) issued for the closed landfill property, to provide for ongoing groundwater monitoring and reporting. As you may recall, the NHDES, in renewing the Town's permit in March 2015, approved going from an annual water sampling and reporting activity to pulling samples annually, but issuing reports twice in five years.

April of each year is when we are to be sampling from the six monitoring wells at the landfill property and June 2016 is one of the two required reporting times.

Attached is the proposal to conduct the work that is required in 2016. The total package comes to \$4,100, and is included in the current budget for the Town.

We are seeking the Board's approval of the Stantec proposal in order to meet our obligations under the Town's Groundwater Monitoring Permit conditions. If the Board is in agreement with this effort, the following motion would be appropriate:

Move to accept the proposed scope of work and cost proposal for 2016 GMP Monitoring Activities for the Auburn Town Landfill property submitted by Stantec Consulting Services, and to authorize the Town Administrator to execute the documents on behalf of the Town.

Thank you for your consideration.

Attachments



Stantec Consulting Services Inc.
5 Dartmouth Drive, Suite 101
Auburn NH 03032
Tel: (603) 669-8672
Fax: (603) 669-7636

March 28, 2016
File: 191710504

Attention: Mr. William Herman

Town Administrator
Town of Auburn
47 Chester Road
Auburn, NH 03032

**Reference: Work Scope and Cost Proposal for 2016 GMP Monitoring Activities
Auburn Town Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

Dear Mr. Herman,

Stantec Consulting Services Inc. (Stantec) is pleased to provide the Town of Auburn with this proposal to conduct the 2016 groundwater monitoring and reporting tasks associated with the above-referenced site. These tasks are required by Groundwater Management Permit (GMP) #GWP-199002015-A-003 (attached), which was issued by the New Hampshire Department of Environmental Services (NHDES) on March 24, 2015 to monitor groundwater and surface water quality in the vicinity of the closed town landfill.

PROPOSED SCOPE OF WORK

Water Quality Monitoring

Based on the GMP requirements, samples will be collected during 2016 from the monitoring wells and surface water locations specified in the table below.

Monitoring Location	Sampling Frequency	Parameters	Reporting Requirements
MW-1, MW-2, MW-3, MW-4, SW-1, and SW-2	April 2016	Specific conductance @25°C, pH, Nitrate, Sulfate, Total Kjeldahl Nitrogen (TKN), Chloride, Dissolved Iron and Manganese (monitoring wells), Total Iron and Manganese (surface water), and Static Water Levels (monitoring wells only)	<u>Periodic Summary Report</u> to be submitted in June 2016



March 28, 2016
Mr. William Herman
Page 2 of 4

**Reference: Work Scope and Cost Proposal for 2016 GMP Monitoring Activities
Auburn Town Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

The current GMP requires that a periodic summary report be prepared and submitted twice during the 5-year GMP period, following the April 2016 and April 2019 sampling events. Therefore, in June 2016, Stantec will prepare and submit a periodic summary report to the NHDES via their OneStop online database. This Periodic Summary Report will include a tabular summary of all monitoring results, an assessment of trends in the data, a groundwater contour map, an evaluation of the performance of the remedial action plan, and any recommendations for modifications to the remedial action plan.

COST

Stantec will complete the proposed scope of work for the lump sum fee provided in the following table.

Task	Cost
April 2016 Sampling and Periodic Summary Report	\$4,100.00
Total	\$4,100.00

SCHEDULE

The project tasks will be completed in accordance with the time frames described above.

PROJECT MANAGEMENT

David A. Allwine, a New Hampshire Professional Geologist, will serve as the Stantec project manager for this work. Ms. Leigh-Anne Sapienza will also be available to assist you should Mr. Allwine not be available.

ACCEPTANCE AND TERMS AND CONDITIONS

If this proposal is acceptable, please provide your authorization to begin work by signing below in the space provided and returning it to our attention via fax at fax number (603) 669-7636 or by email to david.allwine@stantec.com. This work will be conducted in accordance with the attached Stantec Terms and Conditions, which are incorporated herein by reference.



March 28, 2016
Mr. William Herman
Page 3 of 4

**Reference: Work Scope and Cost Proposal for 2016 GMP Monitoring Activities
Auburn Town Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

We appreciate the opportunity to assist you with this project. If you have any questions, please don't hesitate to contact either of the undersigned.

Regards,

STANTEC CONSULTING SERVICES INC.

Derek Clay
Staff Scientist
Phone: (603) 206-7557
Fax: (603) 669-7636
Derek.Clay@stantec.com

David A. Allwine, PG
Senior Associate
Phone: (603) 206-7553
Fax: (603) 669-7636
David.Allwine@stantec.com

Attachment: GMP No. GWP-199002015-A-003
Stantec Terms and Conditions

c. File



March 28, 2016
Mr. William Herman
Page 4 of 4

**Reference: Work Scope and Cost Proposal for 2016 GMP Monitoring Activities
Auburn Town Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

ACCEPTANCE

I accept the Price, Scope, Schedule, and Terms and Conditions of this proposal.

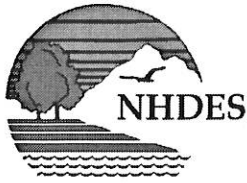
Town of Auburn, NH

Signature

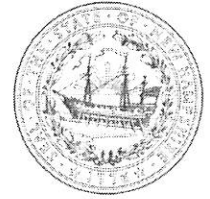
Printed Name/Title

Date

Design with community in mind



The State of New Hampshire
Department of Environmental Services



Thomas S. Burack, Commissioner

March 24, 2015

James Headd, Chairman
Board of Selectmen
Town of Auburn
PO Box 309
47 Chester Road
Auburn, NH 03032

**SUBJECT: AUBURN – Town of Auburn Landfill, Chester Turnpike
DES #199002015, Project #1521**

Groundwater Management Permit Renewal Application, prepared by Stantec Consulting Services, Inc., dated February 3, 2015.

Dear Mr. Headd:

Please find enclosed Groundwater Management Permit Number **GWP-199002015-A-003**, approved by the Department of Environmental Services (Department). This permit is issued for a period of 5 years to monitor groundwater quality at the closed Auburn Landfill site and is a renewal of the permit which expired on March 11, 2015.

Please note that Permit Condition #7 has been modified from the previous permit due to the groundwater flow direction and observed constituent concentrations. Biannual (April and November) permit monitoring has been revised to annual sampling with permit sampling occurring in April of each year. **Periodic Summary Reports shall occur in June 2016 and 2019.** Also note that standard submission of regular permit monitoring data collected in April each year still need to be submitted within 45 days in accordance with standard permit conditions.

All monitoring summaries and all required sampling results shall be submitted to the Groundwater Management Permits Coordinator at the address below. All correspondence must contain a cover letter that clearly shows the Department identification number for the site (**DES #199002015**). Should you have any questions, please contact me at the Waste Management Division.

Sincerely,

Peter L. Beblowski, C. P.G.
Hazardous Waste Remediation Bureau
Groundwater Remediation & Permitting
Tel: (603) 271-2999
Fax: (603) 271-2181
E-mail: peter.bebowski@des.nh.gov

cc: Michael Guilfooy, PE, SWMB Administrator
Karlee Kenison, PG, HWRB, Supervisor
David Allwine, PG, Stantec Consulting Services, Inc
Attention Health Officer, Town of Auburn

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-2908 • TDD Access: Relay NH 1-800-735-2964





The
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
hereby issues
GROUNDWATER MANAGEMENT PERMIT NO. GWP-199002015-A-003
to the permittee
TOWN OF AUBURN
to monitor the groundwater quality at the
CLOSED TOWN OF AUBURN LANDFILL
(Chester Turnpike)
in AUBURN, N.H.
via the groundwater monitoring system comprised of
4 monitoring wells and 2 surface water sampling points
as depicted on the Site Plan entitled,
Site Plan
dated January 9, 2015, prepared by Stantec Consulting Services, Inc.

TO: TOWN OF AUBURN
PO BOX 309
47 CHESTER ROAD
AUBURN, NEW HAMPSHIRE 03032-0309

Date of Issuance: March 24, 2015
Date of Expiration: March 23, 2020

Pursuant to authority in N.H. RSA 485-C:6-a, the New Hampshire Department of Environmental Services (Department), hereby grants this permit to monitor groundwater at the above described location for five years subject to the following conditions:

(continued)

STANDARD MANAGEMENT PERMIT CONDITIONS

1. The permittee shall not violate Ambient Groundwater Quality Standards adopted by the Department (N.H. Admin. Rules Env-Or 600) in groundwater outside the boundaries of the Groundwater Management Zone, as shown on the referenced site plan.
2. The permittee shall not cause groundwater degradation that results in a violation of surface water quality standards (N.H. Admin. Rules Env-Ws 1700) in any surface water body.
3. The permittee shall allow any authorized staff of the Department, or its agent, to enter the property covered by this permit for the purpose of collecting information, examining records, collecting samples, or undertaking other action associated with this permit.
4. The permittee shall apply for the renewal of this permit at least 90 days prior to its expiration date.
5. This permit is transferable only upon written request to, and approval of, the Department. Compliance with the existing Permit shall be established prior to permit transfer. Transfer requests shall include the name and address of the person to whom the permit transfer is requested, signature of the current and future permittee, and a summary of all monitoring results to date.
6. The Department reserves the right, under N.H. Admin. Rules Env-Or 600, to require additional hydrogeologic studies and/or remedial measures if the Department receives information indicating the need for such work.
7. The permittee shall maintain a water quality monitoring program and submit monitoring results to the Department's Waste Management Division no later than 45 days after sampling. Samples shall be taken from monitoring wells and surface water sampling points as shown and labeled on the referenced site plan and other sampling points listed on the following table in accordance with the schedule outlined herein:

Monitoring Locations	Sampling Frequency	Parameters
MW-1, MW-2, MW-3, MW-4, SW-1 and SW-2	April each year	Specific Conductance @ 25°C, pH, Nitrate, Sulfate, TKN, Chloride, Iron, Manganese, and Static Water Elevation (in monitor wells).
Same as Above	April 2019	NHDES Waste Management Division Full List of Analytes for Volatile Organics plus 1,4-dioxane (using a 0.25 ug/L reporting limit) and Drinking Water Metals.

Sampling shall be performed in accordance with the documents listed in Env-Or 610.02 (e). Samples shall be analyzed by a laboratory certified by the U.S. Environmental Protection Agency or the New Hampshire Department of Environmental Services pursuant to Env-C 300. All overburden groundwater samples collected for metal analyses (iron, manganese, and Drinking Water Metals) shall be analyzed for dissolved metals; and thus must be field filtered (with a 0.45-micron filter) and acidified after filtration in the field.

Surface water samples and samples collected from bedrock or water supply wells shall be analyzed for total metals, and shall not be filtered. As referred to herein, the term "Drinking Water Metals" refers to arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver.

Summaries of water quality shall be submitted periodically to the Department's Waste Management Division, in the months of **June 2016 and 2019**, using a format acceptable to the Department. The Summary Report shall include the information listed in Env-Or 607.04 (a), as applicable.

The Periodic Summary Report shall be prepared and stamped by a professional engineer or professional geologist licensed in the State of New Hampshire.

8. Issuance of this permit is based on the Groundwater Management Permit Application dated February 3, 2015, and the historical documents found in the Department file **DES #199002015**. The Department may require additional hydrogeologic studies and/or remedial measures if invalid or inaccurate data are submitted.
9. Within 30 days of discovery of a violation of an ambient groundwater quality standard at or beyond the Groundwater Management Zone boundary, the permittee shall notify the Department in writing. Within 60 days of discovery, the permittee shall submit recommendations to correct the violation. The Department shall approve the recommendations if the Department determines that they will correct the violation.
10. All monitoring wells at the site shall be properly maintained and secured from unauthorized access or surface water infiltration

ADDITIONAL CONDITION FOR LANDFILLS

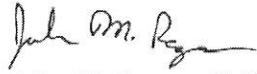
11. The permittee shall maintain a capping system at the facility that meets the standards set forth in Env-Sw 805.10.

SPECIAL CONDITIONS FOR THIS PERMIT

12. Recorded property within the Groundwater Management Zone includes the lot as listed and described in the following table:

Tax Map / Lot No.	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 11/ Lot 19-1	Auburn Landfill Chester Turnpike Auburn, NH 03032	Town of Auburn P.O. Box 309 47 Chester Road Auburn, NH 03032	Book 296/ Page 1444

13. The permittee shall update ownership information required by Env-Or 607.03(a)(20) for all properties within the Groundwater Management Zone prior to renewal of the permit or upon a recommendation for site closure.



John M. Regan, P.G., Administrator
Hazardous Waste Remediation Bureau
Waste Management Division

Any person aggrieved by any terms or conditions of this permit may appeal to the N.H. Waste Management Council ("Council") by filing an appeal that meets the requirements specified in RSA 21-O:14 and the rules adopted by the Council, Env-WMC 200. The appeal must be filed **directly with the Council within 30 days** of the date of this decision and must set forth fully **every ground** upon which it is claimed that the decision complained of is unlawful or unreasonable. Only those grounds set forth in the notice of appeal can be considered by the Council.

Information about the Council, including a link to the Council's rules, is available at <http://nhec.nh.gov/> (or more directly at <http://nhec.nh.gov/waste/index.htm>). Copies of the rules also are available from the DES Public Information Center at (603) 271-2975.

GWP-199002015-A-003

MEMO

Date: March 24, 2015

To: Board of Selectmen

From: Adele A. Frisella
Finance Director

Re: 2015 Encumbered Amounts

This is to verify encumbered amounts from the year ending December 31, 2015. These amounts represent expenditures not made before the end of the year, but the projects had been agreed to in 2015. The \$139,229.86 amount under Road Recondition had been designated for the Griffin Mill Bridge repair. The repair should begin after July 1st, 2020. The State changed the funding process for funding in 2015, which extended the project out. The Old Candia Road Hazardous Mitigation has been approved and should be completed in 2016. The contract was signed in 2015 for paving Bunker Hill Road in 2015, but it was deemed too late in the year to finish the project of \$118,346.16. The culvert project at Wayne Eddows field started in 2015 and will be completed in 2016. The selectmen determined to begin the updating of the Master Plan with a budget of \$22,000 in the 2015 year, only \$8,444.25 of the project was completed in 2015.

\$ 13,555.75	Master Plan Update	01-4191-3-390-2
139,229.86	Road Recon/Griffin Bridge	01-4909-9-930-0
118,346.16	Road Recon/Bunker Hill Road	01-4909-9-930-0
18,180.00	Road Recon/Wayne Eddows	01-4909-9-930-0
<u>98,969.40</u>	Old Candia Road & Raymond Road Haz. Mitigation	01-4909-9-930-7

\$388,281.17

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: April 8, 2016

Re: Hazard Mitigation Plan Update

In accordance with federal standards contained in the Disaster Mitigation Act of 2000, the Federal Emergency Management Agency (FEMA), now part of the US Department of Homeland Security, is charged with helping communities and states prepare for, and deal with, natural disasters. Part of this undertaking is the development of a Hazard Mitigation Plan for each municipality that helps to identify areas of potential hazards.

The Town of Auburn's plan was prepared in 2012 with the assistance of the Southern NH Planning Commission, and was funded by FEMA funds made available through the NH Division of Homeland Security & Emergency Management.

Municipalities who have current Hazard Mitigation Plans are eligible to apply for funding through the Hazard Mitigation Program when funding is available. Since 2012, the Town of Auburn has successfully secured a Hazard Mitigation Program grant (HMPG) totaling \$55,385 for the replacement and upgrading of a culvert on Old Candia Road near the intersection with Tower Hill Road. The Town had previously secured three other HMPG totaling approximately \$175,000.

The Town was notified by the NH Division of Homeland Security & Emergency Management and the Southern NH Planning Commission that its Hazard Mitigation Plan is due to be updated this year. The State again has funding available to cover this expense, and so by the April 8th deadline, we completed the required contractor commitment to have the Southern NH Planning Commission handle the work of updating the Town of Auburn's plan to ensure the Town remains able to seek out HMPG funds when they become available.

The NH Division of Homeland Security & Emergency Management will contract directly with the Southern NH Planning Commission to perform this work for the Town of Auburn. Once their contract is formally approved at the state level, the Planning Commission will work with a team from Auburn to update the Town's plan. Once this work is completed, the plan will be submitted to FEMA for their approval.

At this point, there is no action that is required by the Board.

Thank you for your consideration.

Attachment

Bill Herman

From: Sylvia von Aulock <SvonAulock@snhpc.org>
Sent: Friday, March 25, 2016 11:54 AM
To: khealey@manchesternh.gov; Sharon Robichaud; david.walters@comcast.net
Cc: Pam GOUCHER (pgoucher@manchesternh.gov); Bill Herman; sjames78@gmail.com; David Preece; Linda Moore
Subject: FW: 2015 PDM Award Notification

Hello Community Representatives,
I'm forwarding this notice from Parker Moore of NHHSEM regarding the recent grant award to update Haz. Mit. Plans. Auburn, Candia, and Manchester are all due for updates. Please let us know if we can be of assistance in this effort.

Thanks, Sylvia

Sylvia von Aulock
Deputy Executive Director
Southern NH Planning Commission - Celebrating 50 Years of Planning Services

438 Dubuque St.
Manchester, NH 03102
603-669-4664

From: Moore, Parker [mailto:Parker.Moore@dos.nh.gov]
Sent: Thursday, March 24, 2016 3:49 PM
Subject: 2015 PDM Award Notification

Good Morning Everyone!

We are pleased to announce New Hampshire Homeland Security and Emergency Management has received notification from the Federal Emergency Management Agency that the FFY 2015 Pre-Disaster Mitigation Grant (PDM) has been approved! The 2015 PDM process may now begin. The Period of Performance end date for this grant is October 31, 2018, at which time all plans located within the scope of work (listed at the bottom of this email) must be completed and approved by FEMA.

At this time we are requesting contractor commitment letters from the communities. This will notify HSEM who will be doing the Hazard Mitigation Plan update and to whom the grant agreement should be with. The contractor commitment notification is available at the following web address: https://apps.nh.gov/blogs/hsem/?page_id=1090 and is a online form which provides automatic notification to HSEM staff. We are asking the communities to reply to us no later than close of business on Friday April 8th, 2016. **To maximize the period of performance of the grant, if we do not hear from a community by 4/8/16, a grant agreement will be sent directly to the community to be signed and authorized. This will not impact a community's ability to choose a contractor to do their plan update;** however, the community will be responsible for maintaining the grant documentation (such as submitting reimbursement requests and quarterly reports). If a community has already submitted a contractor commitment letter for the 2015 PDM, they do not need to submit another one.

If you have any questions regarding this grant, the award process, or if I may be of other assistance, please feel free to email or call me.

FFY2015 PDM Planning Scope of Work:

- ✚ Alexandria
- ✚ Alstead
- ✚ Auburn
- ✚ Bartlett/Harts Location
- ✚ Brookline
- ✚ Candia
- ✚ Claremont
- ✚ Clarksville
- ✚ Concord
- ✚ Cornish
- ✚ Dalton
- ✚ Dunbarton
- ✚ Durham
- ✚ Fitzwilliam
- ✚ Gilsum
- ✚ Hancock
- ✚ Harrisville
- ✚ Langdon
- ✚ Littleton
- ✚ Manchester
- ✚ Mason
- ✚ Newbury
- ✚ North Hampton
- ✚ Northumberland
- ✚ Pelham
- ✚ Piermont
- ✚ Pittsfield
- ✚ Plaistow
- ✚ Portsmouth
- ✚ Roxbury
- ✚ Salem
- ✚ Stewartstown
- ✚ Strafford
- ✚ Sugar Hill
- ✚ Winchester

Best,

-Parker

Parker Moore
State Hazard Mitigation Planner
NH Homeland Security & Emergency Management
33 Hazen Drive (Mailing)
Concord, NH 03305
Office: 603-223-3661



This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by law. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited and may be subject to criminal prosecution. If you have received this e-mail in error, please immediately notify me by telephone at 603-223-3661.



Town of Auburn, New Hampshire Building Inspector/Code Enforcement

Zoning Determination

Property Location: 50 Raymond Road

Tax Map/Lot # 026-013

Zoning District: Village with Commercial 2 Underlay

Property Owner(s): Town of Auburn, New Hampshire

Current Use of Property: Storage (vacated fire department/police department)

Proposal: property to be placed on market for sale

Zoning Determination:

- Lot is .729 acres. Zoning District requires 1 acre minimum. Lot is an existing, non-conforming.
- Property is serviced by private well and private individual septic system.
- Building setbacks in Village District are 50' from front property line, 20' from side and 20' from rear property line. The existing building is non-conforming to these zoning regulations. Any replacement or expansion of a non-conforming structure must comply with Auburn Zoning Regulations. Replacement of non-conforming structure on non-conforming lot will require relief through the Auburn Zoning Board of Adjustment.
- Property is adjacent to wetland meeting definition of Level 1 Wetland as defined in Town of Auburn Zoning Ordinance and is subject to Article 5 of said ordinance.
- Property appears to abut FEMA Zone A.
- Current building use is storage only. Change of use of the building will require:
 - Building analysis for building and life safety modifications
 - Septic system design and installation
 - Permitted uses/uses by Special Exception are listed under Article 4.07 of AZO.
 - Site Plan Review through Auburn Planning Board
- If current building is removed and a new structure proposed
 - Site Plan Review through Auburn Planning Board
 - Septic system design and installation
 - Relief through Auburn Zoning Board of Adjustment for lot coverage, property line setbacks, reduction in Watershed Protection Buffer.
 - Village District has additional building architectural design standards under Article 4.08 of the AZO and would be addressed during site plan review.

Carrie Rouleau-Côté

Building Inspector/Code Enforcement Officer

Date: March 29, 2016

Excerpts from Auburn Zoning Ordinance Relative to 50 Raymond Road, Tax Map 26 Lot 13

- (60). Non-Conforming Building or Structure: A structure, as defined in this Ordinance, lawfully existing at the effective date of this Ordinance, which is not in accordance with all of the requirements pertaining to buildings or structures for the District in which it is located. This shall include a building or structure for which a building permit was lawfully issued prior to the posting of the first required legal notice of the adoption of this Ordinance or any subsequent amendment thereto, and for which the construction was completed within one year of the effective date of this Ordinance, or any subsequent amendment thereto, or within the time limit prescribed by the building permit or other approval, whichever is shorter.
- (61). Non-conforming Lot: A lot lawfully used or existing at the effective date of this Ordinance, or any subsequent amendment thereto, which is not in accordance with all the area, yard, height and frontage requirements of this Ordinance, or any subsequent amendment thereto, for the district in which it is located. This shall include a lot for which a building permit was lawfully issued prior to the posting of the first required legal notice of the adoption of this Ordinance, or any subsequent amendment thereto, and for which the construction is complete within one year of the effective date of this Ordinance, or any subsequent amendment thereto, or within the time limit prescribed by the building permit or other approval, whichever is shorter.
- (62). Non-Conforming Use: A use lawfully existing at the time of adoption of this Ordinance, or any subsequent amendment thereto, which does not conform to one or more of the use provisions of this Ordinance or any subsequent amendment thereto. This shall include a use for which a building permit was lawfully issued prior to the posting of the first required legal notice of the adoption of this Ordinance, or any subsequent amendment thereto, and for which the construction is completed within one year of the effective date of this Ordinance, or any subsequent amendment thereto, or within the time limit prescribed by the building permit or other approval, whichever is shorter.

3.02 Conformance with Regulations

In any district, no structure or lot shall hereafter be originally used and no building shall be erected or altered until a Building Permit and a Certificate of Occupancy have been issued in accordance with the provisions of Article 13 of this Ordinance.

3.05 Non-Conforming Uses and Lots

(1). Non-Conforming Use

Any non-conforming use may be continued indefinitely, but it shall not be:

- (a). Altered except as provided herein in Section 3.05(2);
- (b). Changed to another non-conforming use without approval by the Zoning Board of Adjustment as a special exception; or
- (c). Reestablished if such use has been abandoned for a continuous period of one (1) year.

(2). Repair and Expansion of Non-Conforming Uses and Structures

- (a). Removal and replacement of a non-conforming structure, including a building, shall comply with all applicable requirements of this Ordinance and the current Building and Life Safety Codes for the Town of Auburn, unless the owner receives a variance from the Zoning Board of Adjustment. Nothing in this section shall be deemed to prevent normal maintenance and repair of a non-conforming structure, provided that such repair or maintenance does not increase the degree of nonconformity.
- (b). As a special exception the Zoning Board may allow up to a ten (10%) percent expansion in the building area of a conforming building subject to a non-conforming use, provided it is not located on a non-conforming lot. The Zoning Board may impose conditions on the expansion which include, but are not limited to, bringing the entire structure into conformity with existing Building and Life Safety codes. The percentage expansion permitted in this subparagraph (b) shall not be cumulative with subparagraph (c) and any percentage allowed under subparagraphs (b) and (c) shall not exceed ten (10%) percent in the aggregate.
- (c). As a special exception, the Zoning Board may allow up to a ten (10%) percent expansion of a non-conforming use on a conforming lot which is not contained in a building, provided the proposed expansion otherwise meets the criteria for a special exception, and conforms with all other requirements for the District. The percentage expansion permitted in this subparagraph (c) shall not be cumulative with subparagraph (b) and any percentage allowed under subparagraphs (b) and (c) shall not exceed ten (10%) percent in the aggregate.
- (d). Any expansion of a non-conforming use or non-conforming structure on a non-conforming lot shall require a variance from the Zoning Board. See also 3.05(4)(b).

- (e). Any expansion of a non-conforming use or non-conforming structure other than that of a single family residence and its accessory uses, shall be subject to Site Plan review and approval.

(4). Non-Conforming Lots

- (a). Existing: Any lawful use of a non-conforming lot existing at the effective date of this Ordinance, or any amendment thereto, whether a conforming use or a non-conforming use, may be continued indefinitely, subject to the restrictions of Sections 3.05(1) and 3.05(2) of this Ordinance.
- (b). Expansion: Expansion of a conforming building, or construction of a new conforming building on a non-conforming lot, (provided the use is conforming), shall be permitted if all structures in the aggregate do not exceed five (5%) percent of the area of the lot, the expansion or new building meets all current Building and Life Safety Codes, and the non-conforming lot meets all zoning requirements except for frontage and lot size. Buildings on a non-conforming lot which exceed the five percent (5%) area requirement, which do not meet all current Building and Life Safety Codes, or where the non-conforming lot does not meet all zoning requirements except for frontage and lot size, shall require a variance from the Zoning Board of Adjustment.

(5). Wetland Lots

- (a). Any lot which is a non-conforming lot by reason of its inability to comply with the sewage disposal system requirements of this Ordinance, or to the minimum yard requirements for the district in which it is located, due solely to the effect of wetlands; or
- (b). which, if created by subdivision after the effective date of this Ordinance, or any amendment thereto, would have to consist of five (5) acres or more in order to conform to the sewage disposal system requirements of this Ordinance, or to the minimum yard requirements for the district in which it is located, due solely to the effect of wetlands, may be also used for any of the following purposes, regardless of the district in which it is located:
 - (i). Commercial Agriculture - Forestry only; and
 - (ii). Water Supply Works

3.06 Sanitary Protection

- (1). All sewage disposal systems within the Town of Auburn shall make disposal in a manner which will not be a nuisance or detrimental to public health. In addition, the following criteria must be met:

- (a). The construction of septic systems for new single family detached dwellings shall be designed to handle a minimum of three bedrooms.
- (b). All septic systems must be at least one hundred twenty-five (125) feet from a dug private well, surface water and any wetland, and at least seventy-five (75) feet from a drilled private well, except when a lesser set back will provide protection of these areas and their uses, provided conclusive evidence of that protection has been submitted to and approved by the Planning Board.
- (c). If a state approved non-conforming septic system is in failure, it may be replaced with a system which is in the same location, provided the system has been approved by the New Hampshire Department of Environmental Services and meets the criteria for replacement in kind.

4.04 District Regulations – General

- (3). All non-residential, commercial and industrial uses, all clustered residential developments and all multi-unit dwellings consisting of more than two dwelling units, regardless of the district in which they are built, shall be subject to Site Plan Review by the Auburn Planning Board prior to the issuance of a building permit.

4.07 "C-1", Commercial-One District and "C-2", Commercial-Two District

(1). Objectives and Characteristics

The Commercial Districts are designed for the purpose of centralizing the provision of basic goods and services. The Commercial One (C-1) District is intended to allow for regional commercial needs. The Commercial Two (C-2) District is intended to allow for local commercial needs of a low intensity, in keeping with the Village character. The two districts have the same density and dimensional requirements, but different uses. Lot coverage by impervious material in both commercial districts shall be a maximum of forty (40%) percent.

(4). Uses Permitted in the C-2 District

- a. Home Shop
- b. Home Office
- c. Home Business
- d. Sales Establishment
- e. Restaurant
- f. Commercial Service Establishment
- g. Office Establishment-less than 3,000 feet of floor area
- h. Automobile Service Station
- i. Utility Substation
- j. Water Supply Works
- k. Public Education Facility
- l. Day Care Center-over 6 persons
- m. Nursery School
- n. Indoor Commercial Recreation Facility
- o. Hospitals
- p. Commercial Agriculture
- q. Produce Stand

- r. Clustered Commercial Development
- s. Municipal Buildings
- t. Churches
- u. Accessory Dwelling Unit to Commercial Establishment
- v. Public Recreation Facility
- w. Cultural Facilities
- x. Private Education Facility
- y. Veterinary Clinic
- z. Elderly Housing

(5). Uses Permitted by Special Exception in the C-2 District

- a. Fast Food Restaurant
- b. Multi-Unit Commercial Establishment
- c. Automobile Repair Garage
- d. Automobile or Similar Vehicle Sales Facility
- e. Day Care Center-1 to 6 persons
- f. Outdoor Commercial Recreation Facility
- g. Social Facility
- h. Non-Commercial Agriculture-not including produce stands
- i. Dwelling Unit, Multi-Family
- j. Boarding House
- k. Conversion Apartments
- l. Mixed Residential /Commercial Use
- m. Workforce Housing

4.08 “V” Village Center District

- (1). Objectives and Characteristics: The Village Center District is designed to promote and encourage the most efficient, cost effective and beneficial consolidation of land development which will: preserve open space; create more cost-efficient roads, utilities, and other public and private infrastructures; and improve the ability of the Town to provide more rapid and efficient delivery of public safety services. This District is also created to provide private property owners with a method for realizing the inherent value of their real property in a manner conducive to the creation of substantial benefit to the environment and to the Town’s property tax base. The Village Center District is also intended to promote a “town center” area which will provide for the harmonious and aesthetically pleasing development of the Town, and where, through the consolidation of municipal services, small-scale retail/commercial development, limited residential use, and mixed use development, the Town’s rural charm and character is preserved.

(3). Permitted Uses

- (a). Existing Uses: Subject to any existing requirement for site plan approval by the Planning Board, any use which is permitted in either underlying district, (Commercial - 2 or Residential - 2) is permitted, except that the following uses are not permitted:

- (i). Commercial Agriculture – Forestry included

- (ii). Manufactured Housing Park
- (iii). Mobile Home Park (single dwellings permitted)
- (iv). Travel Trailer Park

(b). Additional Uses: Subject to any existing requirement for site plan approval by the Planning Board, the following uses are permitted in the Village Center District, even if they are not permitted in the existing underlying district:

- (i) Workforce Housing - by Special Exception only
- (ii) Dwelling Unit, Multi-Family – by Special Exception only

(4). Dimensional Requirements

- (a). Minimum Lot Size: 1 acre
- (b). Minimum Frontage: 100 feet
- (c). Minimum Yard Dimensions:
 - (i) Front: 50 feet
 - (ii) Side: 20 feet
 - (iii) Rear: 20 feet

5.04 Delineation of Wetlands and Watershed Protection Area District and Boundaries:

(1) Wetlands and Watershed Protection Overlay District: This overlay district shall consist of all wetlands, as defined in Section 2.02(105) of this Ordinance, as well as the applicable buffer zone, as defined below:

(a) Wetlands and Watershed Protection Area – Level 1: Those areas which meet the definition of wetland as set forth in section 2.02(105) of this Ordinance, and a buffer zone of one hundred twenty-five (125) feet setback from the edge of:

(i) Wetlands indicated as Tiers 1, 2a, 2b, and 3 on the Wetlands Inventory Map prepared by West Environmental on file at the Auburn Town Clerk's Office and Planning Department; and

(ii) All other wetlands greater than five thousand (5,000) square feet in size that have been determined to have one or more of the following functions and/or values per ACOE-HM:

- (A) Groundwater recharge/discharge;
- (B) floodflow alteration;
- (C) sediment/toxicant retention;

- (D) nutrient removal/retention/transformation;
- (E) wildlife habitat;
- (F) uniqueness heritage;
- (G) endangered species; and

(iii) Bodies of water, brooks and streams; and

(iv) Vernal pools as established by a New Hampshire Certified Wetlands Scientist.

5.08. Relief from One-Hundred Twenty-Five (125) Foot Setback from Level 1; Seventy-Five (75) Foot Setback from Level 2; and Twenty-Five (25) Foot Setback from Level 3 Wetland and Watershed Protection Area:

(1). Variance Required:

- (a) Wetlands and Watershed Protection Area – Level 1: There will be no conditional use permits issued for relief from the one-hundred twenty-five (125) foot setback from a Level 1 Wetland and Watershed Protection Area, except for those uses permitted under the Minor Conditional Use Permit process set forth in Section 5.10 for this Article. Any other request for relief within the one-hundred twenty-five (125 foot setback from a Level 1 Wetland and Watershed Protection Area shall require a request for a variance from the Auburn Zoning Board of Adjustment, pursuant to Article 14.09 of this Ordinance.

ARTICLE 6 – FLOOD PLAIN DEVELOPMENT REGULATIONS

6.01 Applicability

The following regulations in this Ordinance shall apply to all lands designated as special flood hazard areas by the Federal Emergency Management Agency (FEMA) in its “Flood Insurance Study for Rockingham County, State of New Hampshire” dated May 17, 2005 and as amended from time to time, together with the associated Flood Insurance Rate Map Panels numbered 33015C0145, 33015C0165, 33015C0170, 33015C0307, 33015C0309, 33015C0328, 33015C0330, 33015C0335, 33015C0337, and 33015C0341, dated May 17, 2005 and as amended from time to time, which are hereby declared to be part of this Ordinance and incorporated herein as reference. If any provision of these regulations differs or conflicts with any provision of this Zoning Ordinance or other applicable ordinance or regulations, the provision imposing the greater restriction or more stringent standard shall control.

6.02 Definition of Terms:

The following definitions shall apply to this Flood Plain Development Regulation, and shall not be affected by the provisions of any other ordinance or regulation of the Town of Auburn.

- (1). Area of Special Flood Hazard: The land in the flood plain within the Town of Auburn subject to a one-percent or greater possibility of flooding in any given year. The area is designated as Zone A on the FHBM and is designated on the Flood Insurance Rate Map (“FIRM”) as Zone A.

6.09. Construction Requirement in "A Zones":

In unnumbered A Zones the Building Inspector shall obtain, review, and reasonably utilize any 100 year flood elevation data available from any Federal, State or other source, including data submitted for development proposals submitted to the community (i.e., subdivisions, site plan approvals).

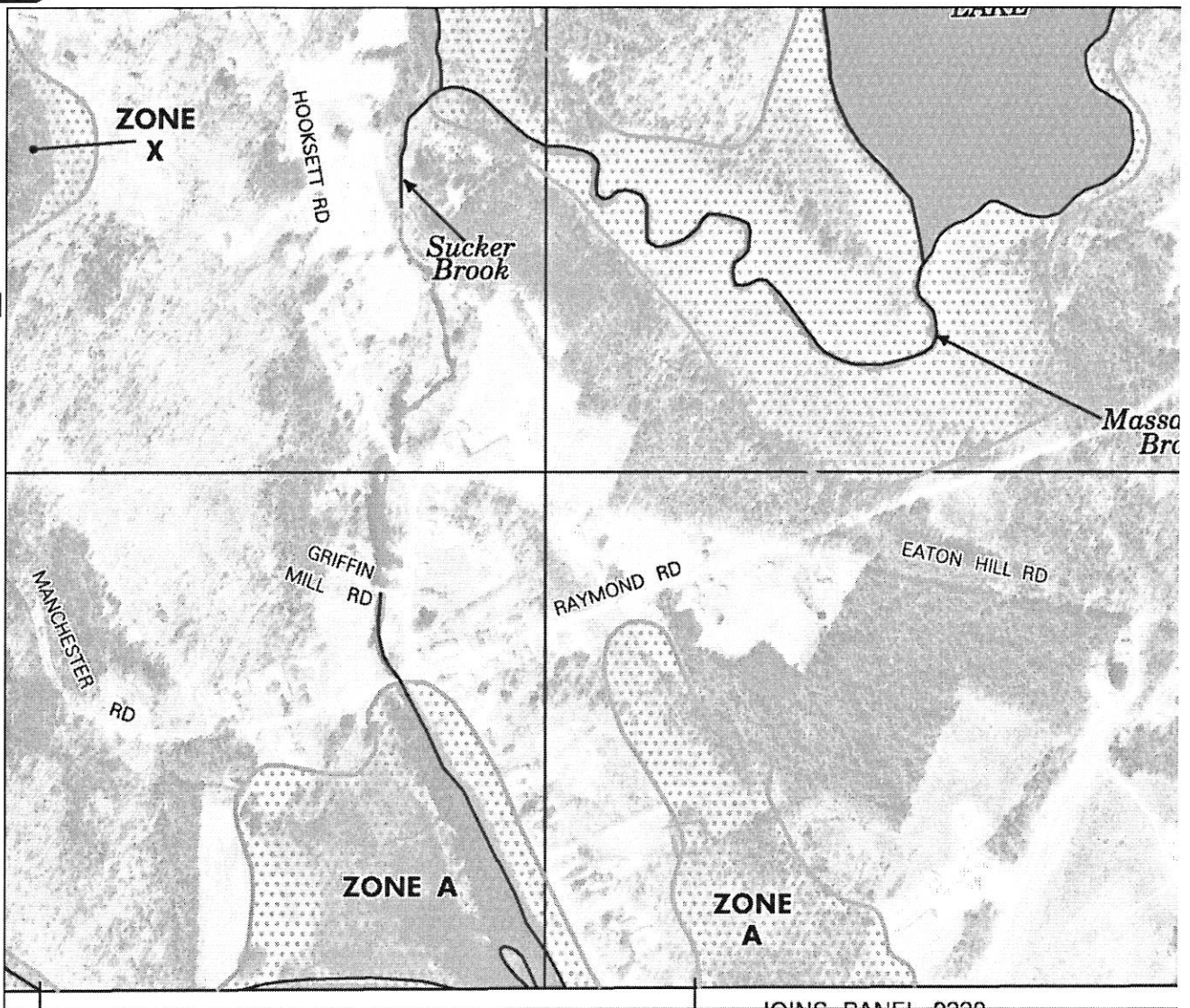
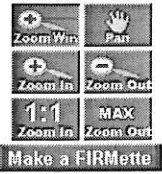
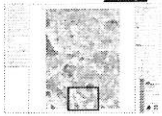
The Building Inspector's 100 year flood elevation determination will be used as criteria for the following requirements in Zone A:

- (1). All new construction or substantial improvement of residential structures shall have the lowest floor (including basement) elevated to above the 100 year flood elevation.
- (2). All new construction or substantial improvements of non-residential structures shall have the lowest floor (including basement) elevated to or above the 100 year flood level; or together with attendant utility and sanitary facilities, shall:
 - (a). Be flood proofed so that below the 100 year flood elevation the structure is water tight with walls substantially impermeable to the passage of water;
 - (b). Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and
 - (c). Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards or practice for meeting the provisions of this section.
- (3). All manufactured homes to be placed or substantially improved within special flood hazard areas shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the 100 year flood elevation; and shall be securely anchored to resist floatation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or from ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- (4). Recreational vehicles placed on sites within Zones A1-30, AH, and AE shall either:
 - (a). be on the site for fewer than one hundred eighty (180) consecutive days, and be fully licensed and ready for highway use; or
 - (b). meet all standards of Section 60.3 (b) (1) of the National Flood Insurance Program regulations and the elevation and anchoring requirements for "manufactured homes" in paragraph (c) (6) of Section 60.3 of those regulations.
- (5). For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding are permitted provided they meet the following requirements:
 - (a). the enclosed area is unfinished or flood resistant, usable solely for the parking of vehicles, building access or storage;

- (b). the area is not a basement; and
 - (c). the area shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood water. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - (i). A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; and
 - (ii). The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit automatic entry and exit of flood water.
- (2). No sewage disposal system shall be constructed, altered or replaced without a building permit from the Auburn Building Inspector. The application for a permit shall be accompanied by a design sketch of dwellings, wells and other sources of water. The permit shall not be issued until the system has been approved by the New Hampshire Department of Environmental Services.
 - (3). No building permit shall be issued for a new structure which involves the generation of sewage waste until the sewage disposal system has been approved by the New Hampshire Department of Environmental Services.
 - (4). No building permit shall be issued for the expansion of an existing structure that would require enlarging the on-site septic system, unless the system is approved by the New Hampshire Department of Environmental Services.

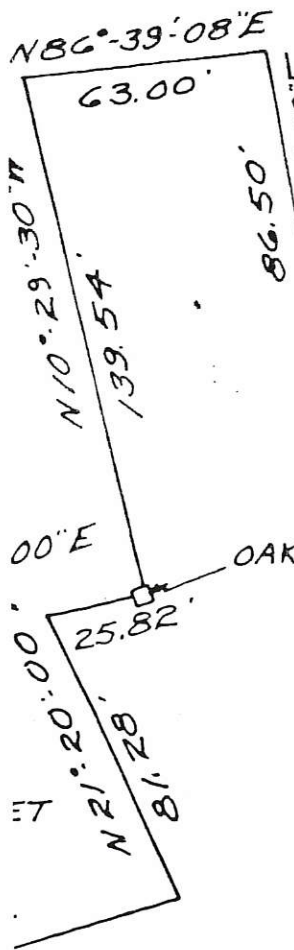


Scale 42 % LOMC 1



LONG PANEL 0320

RAYMOND ROAD



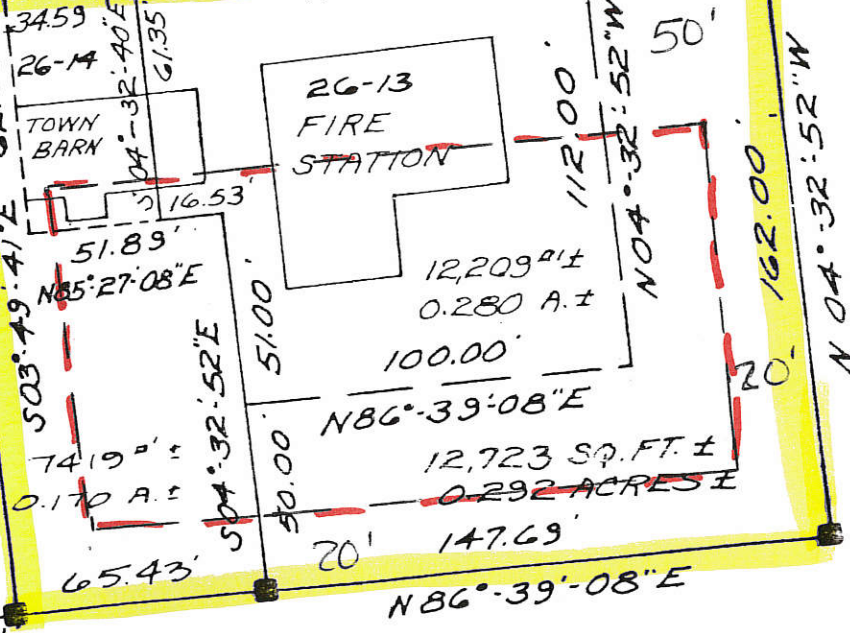
26-16
JOHN PRESTON

26-15
ROBERT
STURTEVANT

N 86°-47'-22" E

9015 ±
0.207 ACRES
(TO BE ADDED
TO LOT 26-15)

LOT 26-19
212,727 SQ. FT. ±
4.883 ACRES ±



26-12
MARION PRESTON

284.82
S 18°-14'-11" E

ANGLE IRON

465.84'
S 72°-35'-30" W

1" = 50'

SHT 10

EATON.

HILL

ROAD

GRIFFIN MILL ROAD

C2

ROAD

85
RAYMOND
190

CHESTER

ROAD

C2

C2

SHT 7

SHT 7

26-1
4.75 Ac

26-22
12 Ac

213.01
26-13
0.729 Ac

87.00 162.00 147.69 75.00

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: April 1, 2016

Re: Waste Management – Transfer Station Items

With the receipt of the e-mail communication from Alan Villeneuve concerning his March 26th experience at the Transfer Station, I forwarded the message to Bob Magnusson of Waste Management, and indicated to him this would lead to the Board to asking what the status of a potential Host Agreement change was concerning demolition debris.

As a result, Bob and I met on April 1st. He has been working on the issues he discussed with the Board last May concerning the collection of waste oil and the demolition debris item. He will be ready to meet with the Board on a proposal in the near future.

In general, he has been figuring out a design, equipment type & layout for bringing the waste oil collection on site. He recently sent one of his employees to a NHDES workshop on the grant program that could help fund the equipment required. He is looking at applying for the grant in July (at the beginning of the State's budget year when full funding is available), and then implementing from there. However, with limited space, they feel the only place they can reasonably place it and manage it is where yard waste is currently handled. They would like the Town of Auburn to provide for a place to handle yard waste if Waste Management accepts the waste oil. This will also require a change in the Host Agreement, which currently requires Waste Management to include "... leaves, brush, yard waste ..." in the materials to be collected at the Citizen Drop Off Facility.

On demolition debris, he has been struggling with the best way to try and put some quantifier in the Host Agreement. The current language allows Auburn residents to dispose of non-hazardous solid waste and refuse "including . . . light residential demolition and construction debris". There are a number of different ways to address this ranging from a couple of barrel loads of material to a specific limit by tonnage. He also noted a facility he was aware of where they have an ongoing regular limit, but once every two or three months have an "open" day when there might be no limit. No matter the approach, it would be limited to Auburn residents and not individuals from other communities.

Bob understands the Board is looking for an overall proposal to react to and will work to have it together in time for an upcoming BOS meeting.

Thank you for your consideration.

Attachment

Mike Gilon call 4/4 10:00 am

He went to drop off used oil at the collection site at the Highway garage and was told he could only drop off 10 gallons. He had about 12 gallons, so he had to return home with the overage. He wants to ask if the selectmen could look into have Waste Management accepting more waste oil.

Adele

Bill Herman

From: Alan Villeneuve <alakar@comcast.net>
Sent: Saturday, March 26, 2016 11:15 AM
To: Bill Herman
Subject: Transfer Station issue

Hello Bill,

I would like you to forward this email to the Board of Selectmen regarding service at the transfer station today.

I have a rather busy weekend and I asked my brother-in-law to bring some carpet scraps to the transfer station from an apartment I have to update after a tenant moved out. The waste was loaded into my truck with Auburn registration and matching Auburn trash sticker. The attendant at the privately owned facility requested an Auburn license which my brother-in-law did not have so I had to go to the facility myself. I understand their wanting to be sure nothing funny is happening and had no problem showing the person my license but he demanded to copy my license which I refused. There is no sign nor am I aware of any policy indicating this is a requirement. I take the holding of my personal information quite seriously. I believe I followed all known Auburn requirements to utilize this benefit the Town negotiated with the transfer utility. The steward took a picture of my plate and the load so I am sure there is evidence to be seen if needed.

This is not the first time I have been hassled regarding normal business. I brought in a large truckload of trash one day after being away for some time which included stuff from my apartment buildings and the staff inquired as to the origination of the trash which I told them of the four property addresses in town that I was handling. They pulled a bag out of the compactor to check which I objected to as an invasion of my privacy. I left it alone and moved on knowing there was nothing that would come of it but I think this is still wrong. I ask that the Selectmen stand up for me as a taxpayer and let the corporation know they should live up to their end of a deal particularly in spirit. When the arrangement was made decades ago it was understood Auburn people would be able to use the facility similarly to the way we used the old facility and that ability is being slowly taken away. It looks to me that we are headed to paying them to unload our trash in the near future.

Thank you,
Alan Villeneuve

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: April 6, 2016
Re: Library Parking Lot Expansion

As an update to discussions held last year, the Town has received the required Shoreland Impact Permit from the NH Department of Environmental Services to expand the parking lot and relocate one of the existing sheds at the Griffin Free Public Library.

The project is the combination of efforts by many individuals, and will be completed with volunteer labor and equipment.

As you may remember, the labor and the equipment is being donated by Mike Dross and Mickey Rolfe, while the gravel and drainage materials will be coming from the Town. The Library Trustees are going to cover the cost of paving the expanded parking lot with funds they have raised through book sales and other activities.

The NHDES Shoreland Impact Permit as approved not only includes the ground work anticipated, but also the addition of a gutter and drain pipe on the Library to capture and channel some of the water from the site. As the Town will be going out to bid to re-roof the library this year, we will include the gutter and drain pipe as work included in that project.

The gutter and drain pipe avoided the Town having to look at a far more expensive catch basin system for the overall property.

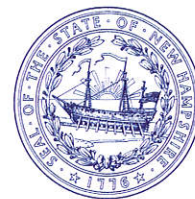
At this point, there is no action required of the Board of Selectmen on this project.

Thank you for your consideration.

Attachment



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

SHORELAND IMPACT PERMIT 2015-02165

APR - 6 2016

Permittee: Town of Auburn
47 Chester Rd.
Auburn, NH 03032
Project Location: 22 Hooksett Road, Auburn
Auburn Tax Map/Lot No. 1 / 34, 37
Waterbody: Sucker Brook

**NOTE--
CONDITIONS**

APPROVAL DATE: 04/01/2016

EXPIRATION DATE: 04/01/2021

Based upon review of the above referenced application, in accordance with RSA 483-B, a Shoreland Impact Permit was issued. This permit shall not be considered valid unless signed as specified below.

PERMIT DESCRIPTION: Impact 1,185 sq. ft. in order to expand parking lot and relocate the existing shed.

THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:

1. All work shall be in accordance with revised plans by Stantec Consulting Services Inc. dated March 9, 2016 and received by the NH Department of Environmental Services (DES) on March 15, 2016.
2. This permit does not authorize the removal of trees or saplings within the waterfront buffer that would result in a tree and sapling point score below the minimum required per RSA 483-B:9, V, (a), (2), (D), (iv).
3. No more than 34.3% of the area of the lot within the protected shoreland shall be covered by impervious surfaces unless additional approval is obtained from DES.
4. All activities conducted in association with the completion of this project shall be conducted in a manner that complies with applicable criteria of Administrative Rules Chapter Env-Wq 1400 and RSA 483-B during and after construction.
5. Erosion and siltation control measures shall be installed prior to the start of work, be maintained throughout the project, and remain in place until all disturbed surfaces are stabilized.
6. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.
7. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Ws 1700 or successor rules in Env-Wq 1700.
8. Any fill used shall be clean sand, gravel, rock, or other suitable material.

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3501 • Fax: (603) 271-6683 • TDD Access: Relay NH 1-800-735-2964

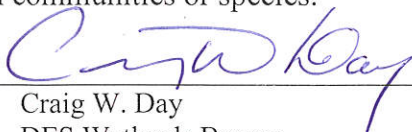
9. The individual responsible for completion of the work shall utilize techniques described in the New Hampshire Stormwater Manual, Volume 3, Erosion and Sediment Controls During Construction (December 2008).

10. This permit shall not preclude DES from taking any enforcement or revocation action if DES later determines that any of the structures depicted as "existing" on the plans submitted by the applicant were not previously permitted or grandfathered.

GENERAL CONDITIONS THAT APPLY TO ALL DES SHORELAND IMPACT PERMITS:

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including US EPA, US Army Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDES-Alteration of Terrain, etc.);
5. Transfer of this permit to a new owner shall require notification to and approval by the Department;
6. This permit shall not be extended beyond the current expiration date.
7. This project has been screened for potential impacts to known occurrences of rare species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have received only cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.

APPROVED: _____


Craig W. Day
DES Wetlands Bureau

=====

BY SIGNING BELOW I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.

OWNER'S SIGNATURE (required)

CONTRACTOR'S SIGNATURE (required)

RENEWAL
CABLE TELEVISION FRANCHISE
FOR
THE TOWN OF AUBURN,
NEW HAMPSHIRE

Table of Contents

INTRODUCTION.....	4
ARTICLE 1 DEFINITIONS.....	5
SECTION 1.1 - DEFINITIONS.....	5
ARTICLE 2 GRANT OF RENEWAL FRANCHISE.....	9
SECTION 2.1 - GRANT OF RENEWAL FRANCHISE.....	9
SECTION 2.2 - TERM: NON-EXCLUSIVITY	9
SECTION 2.3 – RENEWAL OF FRANCHISE	10
SECTION 2.4 – NON-EXCLUSIVITY OF FRANCHISE.....	10
SECTION 2.5 - RESERVATION OF AUTHORITY	12
SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS	13
ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION.....	14
SECTION 3.1 - AREA TO BE SERVED	14
SECTION 3.2 - SUBSCRIBER NETWORK	16
SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS	16
ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS	17
SECTION 4.1 - SYSTEM MAINTENANCE.....	17
SECTION 4.2 - REPAIRS AND RESTORATION	18
SECTION 4.3 - TREE TRIMMING	18
SECTION 4.4 - BUILDING MOVES	19
SECTION 4.5 - DIG SAFE.....	19
SECTION 4.6 - DISCONNECTION AND RELOCATION.....	19
SECTION 4.7 – PROHIBITION AGAINST RESELLING OF SERVICE	19
ARTICLE 5 PROGRAMMING.....	20
SECTION 5.1 - BASIC CABLE SERVICE	20
SECTION 5.2 - PROGRAMMING	20
ARTICLE 6 CUSTOMER SERVICE AND CONSUMER PROTECTION	21
SECTION 6.1 - CUSTOMER SERVICE	21
SECTION 6.2 - SERVICE INTERRUPTIONS.....	21
SECTION 6.3 - PROTECTION OF SUBSCRIBER PRIVACY	21
SECTION 6.4 – PROPRIETARY INFORMATION.....	21
SECTION 6.5 - EMPLOYEE IDENTIFICATION CARDS.....	22
ARTICLE 7 PRICES AND CHARGES	23
SECTION 7.1 - PRICES AND CHARGES	23
ARTICLE 8 REGULATORY OVERSIGHT	24
SECTION 8.1 - INDEMNIFICATION.....	24
SECTION 8.2 - INSURANCE.....	24
SECTION 8.3 - PERFORMANCE BOND	25
SECTION 8.4 – FRANCHISE FEES	26
SECTION 8.5 – CABLE RELATED FUNDING	26
SECTION 8.6 - REPORTS	27
SECTION 8.7 - EQUAL EMPLOYMENT OPPORTUNITY	27
SECTION 8.8 - REVOCATION OF FRANCHISE.....	27
SECTION 8.9 - NOTICE AND OPPORTUNITY TO CURE	28
SECTION 8.10 - TRANSFER OR ASSIGNMENT	29
SECTION 8.11 - INCORPORATION BY REFERENCE	30

ARTICLE 9 PUBLIC, EDUCATIONAL & GOVERNMENT ACCESS CHANNEL.....	31
SECTION 9.1 – PEG ACCESS CHANNEL.....	31
ARTICLE 10 MISCELLANEOUS	32
SECTION 10.1 - SEVERABILITY	32
SECTION 10.2 - FORCE MAJEURE	32
SECTION 10.3 - NOTICES.....	32
SECTION 10.4 - ENTIRE AGREEMENT	33
SECTION 10.5 - CAPTIONS.....	34
SECTION 10.6 - APPLICABILITY OF RENEWAL FRANCHISE.....	34
SIGNATURE PAGE.....	35
EXHIBIT A BUILDINGS ON THE CABLE SYSTEM	36
EXHIBIT B PROGRAMMING	37

AUBURN, NH RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of New Hampshire, Inc., (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Auburn, New Hampshire (hereinafter the "Town") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on August 17, November 19, 2007-1996;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated February 3, 2004 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with the Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Town's Board of Selectmen, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise; and

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service-the lowest tier of service which includes the retransmission of local television broadcast signals.

(b) Cable Act-the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System-the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Auburn, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to

subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service-the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop-the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(f) Effective Date-August 17, 201~~9~~7.

(g) FCC-Federal Communications Commission or any successor governmental entity.

(h) Franchise Fee-payments to be made by the Franchisee to the Franchising Authority, the Town of Auburn and or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(i) Franchising Authority-Board of Selectmen of the Town of Auburn, New Hampshire, or the lawful designee thereof.

(j) Gross Annual Revenues-monthly subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Auburn to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Licensee on behalf of such entity.

(k) Franchisee-Comcast of New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(l) Multichannel Video Programming Distributor-a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service,

or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(m) Outlet-an interior receptacle that connects a television set to the Cable Television System.

(n) Public, Educational and Government (PEG) Access Programming-non-commercial programming produced by any residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License

(o) Person-any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(p) Public, Educational and Governmental Access Channel-a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(q) Public Way-the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Auburn, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Auburn for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee’s Cable System over poles, wires, cables, conductors, ducts,

conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(r) Public Buildings-those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(s) Renewal Franchise or Franchise -this Agreement and any amendments or modifications in accordance with the terms herein.

(t) Standard Installation-the standard one hundred fifty foot (150') Drop connection to the existing distribution system.

(u) Subscriber-a Person or user of the Cable System who lawfully receives Cable Service with the Franchisee's express permission.

(v) Subscriber Network-the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(w) Town-Town of Auburn, New Hampshire.

(x) Video Programming or Programming-Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of RSA 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of New Hampshire, Inc., a New Hampshire Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Auburn. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Renewal Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal Franchise shall be for a period of Ten (10) years and shall commence on August 17, 20~~19~~7, following the expiration of the current Franchise, and shall terminate at midnight on August 16, 20~~24~~7. The term of this Renewal Franchise is subject to all provisions of New Hampshire law and applicable federal law, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE [See RSA 53-C:3-b]

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Franchising Authorities jurisdiction; provided, however, that in accordance with RSA 53-C:3-b(I) no such Franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: franchise fees; payment schedules; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive Franchise is granted by the Franchising Authority which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Renewal Franchise, the Franchising Authority agrees that it shall amend this Renewal Franchise to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television Franchise is filed with the Franchising Authority, proposing to serve the Town, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Franchisee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television Franchise(s) shall be on equivalent terms and conditions as those contained in this Renewal Franchise.

(d) The issuance of additional Franchise(s) shall be subject to all applicable federal and state laws, including RSA 53-C:3-b and applicable regulations promulgated thereunder.

(e) In the event that the Franchisee believes that any additional Franchise(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Franchisee. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any such additional Franchise(s) are on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(f) Should the Franchisee demonstrate that any such additional Franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall make equitable amendments to this Renewal Franchise within a reasonable time.

(g) In the event that the Franchisee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Franchising Authority from any obligation of its Franchise, then the Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of Franchisee's notification to the Franchising Authority requiring such relief, unless otherwise mutually agreed to. Franchise shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its cable television Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested to justify its

belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than the Franchisee, which is not in any way an affiliate of the Franchisee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be Franchised by the Franchising Authority, and to the extent that the Franchisee reports to the Franchising Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon the Franchisee's Cable System operations in the Town, the Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue. The Franchising Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Franchisee.

- (i) Along with said written request, the Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to present the basis and the reasons for its determination. The Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should the Franchisee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon the Franchisee's Cable System operations in the Town, the Franchising Authority shall make equitable amendments to this Renewal Franchise.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a

waiver of any codes or bylaws of general applicability and not specific to the Cable Television System, the Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to RSA 231:161, permission is hereby granted to the Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of the Franchisee's Distribution Cable. For non-Standard Installations the Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Franchisee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Franchisee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in Town. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 3.2 - SUBSCRIBER NETWORK

The Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz..

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

(a) The Franchisee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent of other unusual installation conditions and requirements.

(b) Nothing in this Section shall require the Franchisee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already have a free Drop or Outlet.

(c) It is understood that the Franchisee shall not be responsible for any internal wiring of such Public Buildings.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs, and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Franchisee upon written demand by the Franchising Authority. However, prior to such repair or restoration the Town should submit a written estimate to the Franchisee of the actual cost of said repair or restoration.

SECTION 4.3 - TREE TRIMMING

The Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town bylaws and regulations.

SECTION 4.4 - BUILDING MOVES

In accordance with applicable laws, the Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

SECTION 4.5 - DIG SAFE

The Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.6 - DISCONNECTION AND RELOCATION

(a) The Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

The Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Franchisee.

(b) Franchisee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of programming changes.

ARTICLE 6

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

The Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time.

SECTION 6.2 - SERVICE INTERRUPTIONS

In the event that the Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Franchisee will grant such Subscriber, upon request, a pro rata credit or rebate of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Franchisee from the Subscriber.

SECTION 6.3 - PROTECTION OF SUBSCRIBER PRIVACY

The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 6.4 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Franchisee shall not be required

to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 6.5 - EMPLOYEE IDENTIFICATION CARDS

All of the Franchisee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Franchisee.

ARTICLE 7

PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 8.2 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy

will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 8.3 - PERFORMANCE BOND

(a) The Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Ten Thousand Dollars (\$10,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (2) the satisfactory restoration of pavements, sidewalks and other improvements;
- (3) the indemnity of the Town; and
- (4) the satisfactory removal or other disposition of the Cable System.

(b) The Franchisee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 8.3(a) herein without the Franchising

Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 8.4 – FRANCHISE FEES

(a) Franchisee shall provide an annual payment to the Franchising Authority equal to three percent (3%) of its Gross Annual Revenues. Said annual payments shall be made on November 30th of each year of the term of this Renewal Franchise based on revenues received during the period of October 1st through September 30th. The first and last payments shall be prorated to reflect the time period for which this Renewal Franchise was in effect.

(b) In accordance with Section 622(b) of the Cable Act, the Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include fees paid pursuant to Section 8.4(a) and any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) payments made pursuant to Section 8.5(a); (ii) interest due herein to the Franchising Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Franchisee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed to in writing by the parties.

SECTION 8.5 – CABLE RELATED FUNDING

(a) The Franchise shall provide, and make payable, funding to the Franchising Authority in the amount of Three Thousand Dollars (\$3,000.00), for cable-related purposes, payable annually on or before January 31. The first payment for 20~~19~~7 shall be made within 60 days of the Effective Date. The Last payment will be on or before January 31, 20~~24~~6.

(b) In accordance with applicable law, this Franchise Related Cost shall be passed through to Subscribers and shall appear as a line item on Subscribers' monthly bills.

SECTION 8.6 - REPORTS

The Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 8.7 - EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 8.8 - REVOCATION OF FRANCHISE

Upon written notice, the Franchise issued hereunder may, after due process, opportunity to cure and public hearing held by the Franchising Authority pursuant to Section 8.8 herein, and subject to any other rights available to the Franchisee, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 8.3 (Performance Bond) or to maintain insurance as described in Section 8.2 (Insurance);
- (b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;
- (c) For any transfer or assignment of the Renewal Franchise without prior notice to the Franchising Authority in violation of Section 9.9 herein; and
- (d) For repeated failure to comply with the material terms and conditions.

SECTION 8.9 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have ninety (90) days from the receipt of such notice to:

(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such ninety (90) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 8.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 8.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 8.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 8.8(d) above , then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

SECTION 8.10 - TRANSFER OR ASSIGNMENT

This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. The application for consent to an assignment or transfer shall be signed by the Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 8.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

ARTICLE 9

PUBLIC, EDUCATIONAL & GOVERNMENT ACCESS CHANNEL

SECTION 9.1 – PEG ACCESS CHANNEL

The Franchising Authority may request that the Franchisee enter into negotiations on an amendment to this Franchise that outlines the terms and conditions under which a PEG Access channel may be provided to the Town. Franchisee reserves the right pursuant to applicable law to pass any costs associated with the activation, maintenance and use of a PEG channel through to its Subscribers.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to the Franchisee.

Town of Auburn
Attn: Board of Selectmen
47 Chester Road
Auburn, NH 030032

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.
Attn: ~~Senior Director of~~ Government & Community Relations
~~4 Liberty Way~~ 181 Ballardvale Street – Suite 203
~~Wilmington~~ estford, MA 018876

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
~~1701~~ 500 Market Street JFK Blvd
Philadelphia, PA 191032

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

SECTION 10.6 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____ 20____.

TOWN OF AUBURN

By:

Selectman

Selectman

Selectman

COMCAST OF NEWHAMPSHIRE, INC.

By:

~~Kevin M. Casey~~ Tracy L. Pitcher
~~Regional Senior Vice~~ President
~~North Central Division~~ Greater Boston Region

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Municipal Buildings:

Auburn Fire Department	6 Pingree Hill Rd.
Auburn Public Safety Complex	55 Easton Hill Rd.
Auburn Town Hall	47 Chester Rd.
Auburn Village School	11 Eaton Hill Rd.
Griffin Free Public Library	22 Hooksett Rd.

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.