

**Town of Auburn  
Board of Selectmen  
Town Hall  
December 14, 2020**

**7:00 p.m.**

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

Approval of Accounts Payable Manifest for the Week of December 14, 2020

Approval of Payroll Manifest for Non-First Responder Stipends for the Week of December 14, 2020

Approval of Consent Agenda – Week of December 14, 2020

**() Appointments with the Board**

Jeremy Lougee of SELT & Conservation Commission Chair Jeff Porter – Sanborn Conservation Easement

**() Town Response to Covid-19 and State of Emergency Declaration**

- ❖ General Update on Town Issues

**() Town Budget Presentations**

- ❖ Storage Garage Building
- ❖ Electronic Records Storage – Bill Herman
- ❖ Capital Reserve & Expendable Trust Funds
- ❖ Additional Part-Time Positions for Griffin Library

**() New Business**

**() Old Business**

- ❖ Update on Street Lights – LED Conversion Project

**() Report / Comments of Ex-officio Board Representatives**

**() Other Business**

**() Next Meetings / Events**

Monday, December 21, 2020 – Board of Selectmen's Meeting – 7:00 PM

**() Minutes**

- December 7, 2020 Public Meeting

**() Adjourn**

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

## Town of Auburn

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



## Town Administrator

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

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: December 11, 2020

Re: Conservation Easement – Sanborn Property on Dearborn Road and Chester Turnpike

For more than several years, the Conservation Commission has been working with the Southeast Land Trust (SELTNH) and property owners Brenda and Robert Sanborn to secure a conservation easement on property located on Dearborn Road and Chester Turnpike. The easement is intended to preserve 211.324-acres of land.

The total project cost to the Town is \$160,000, which the Conservation Commission has approved to come from the dedicated Conservation Fund. The Commission held the required public hearing on this withdrawal on April 7, 2020.

Town Counsel has been involved in the process in terms of working with the parties in the reviewing of the language of the conservation easement deed to ensure the Town's interests are protected in the process. Counsel has also compared the property boundary description in the deed to the map description and has approved the proposed easement documents.

At this point, the Conservation Commission and the SELTNH are seeking the Board of Selectmen's agreement to accept executory interests included in this conservation easement on behalf of the Town of Auburn in order to proceed with the completion of this project.

Attached for your review and information is the general due diligence information package prepared by the SELT, in addition to the minutes of the September 6<sup>th</sup> Conservation Commission meeting on this topic.

If the Board agrees with this effort, the following motion would be appropriate:

*Move to accept the proposed executory interests of the conservation easement on approximately 211.324-acres of land located on Dearborn Road and Chester Turnpike (Tax Map #11, Lot #19). And, further, to authorize the Board of Selectmen Chairman and the Chairman of the Auburn Conservation Commission to sign all appropriate documents to complete this transaction.*

Thank you for your consideration.

Attachments

**Town of Auburn  
Conservation Commission  
April 7, 2020**

Mr. Porter called the meeting to order at 7:02 p.m. and read the following:

**MEETING PREAMBLE DURING COVID-19 EMERGENCY**

Good Evening, as Chairman of the Conservation Commission, I am declaring that an emergency exists and I am invoking the provisions of RSA 91-A:2, III (b). Federal, state, and local officials have determined that gatherings of 10 or more people pose a substantial risk to our community in its continuing efforts to combat the spread of COVID-19. In concurring with their determination, I also find that this meeting is imperative to the continued operation of Town government and services, which are vital to public safety and confidence during this emergency.

Governor Sununu issued Emergency Order #12 on March 23<sup>rd</sup> which provides local government boards the ability to conduct business using technology to hold remote meetings and not provide a public place of meeting but provide for the public's ability to listen to the meeting. As such, this meeting will be conducted without a quorum of this body physically present in the same location.

At this time, I also welcome members of the public accessing this meeting remotely. Even though this meeting is being conducted in a unique manner under unusual circumstances, the usual rules of conduct and decorum apply. Any person found to be disrupting this meeting will be asked to cease the disruption. Should the disruptive behavior continue thereafter, that person will be removed from this meeting.

Please note that all votes that are taken during this meeting shall be done by Roll Call vote to be in accordance with the provisions of RSA 91-A:2, III (e).

Let's start the meeting by taking a Roll Call attendance. When each member states their name, also please state whether there is anyone in the room with you during this meeting, which is required under the Right-to-Know law.

**Roll Call was taken with the following Members and Alternates present:** Jeff Porter-Chairman. Peg Donovan, Vice Chair. Richard Burnham, Member. Stephanie Hanson & Mark Ampuja, Alternate Members. Minutes recorded and taken by Denise Royce.

**Also Present:** William Herman, Town Administrator. Jeremy Lougee, Southeast Land Trust of New Hampshire. Mr. and Mrs. Sanborn.

**The following members were absent:** Diana Heaton & Ed Fehrenbach, Members.

Mr. Porter elevated both Mr. Ampuja and Ms. Hanson to full voting members in the absence of Ms. Heaton and Mr. Fehrenbach.

Mr. Porter moved on to ask for a motion to accept the minutes of the last meeting held on March 3, 2020.

## **MINUTES**

Mr. Burnham moved to approve the minutes of March 3, 2020 as written. Mrs. Donovan seconded the motion. A roll call vote was taken as follows: Mrs. Donovan voted yea, Mr. Burnham voted yea, Ms. Hanson voted yea and, Mr. Ampuja voted yea. All were in favor, the motion passed unanimously.

## **PUBLIC HEARING**

### **LEGAL NOTICE**

#### **PUBLIC HEARING AUBURN, NEW HAMPSHIRE**

Pursuant to the provisions of RSA 36-A:5, II and RSA 675:7, the Auburn Conservation Commission will conduct a public hearing on Tuesday April 7, 2020 at 7:00 p.m. at the Auburn Town Hall.

The public hearing concerns the acquisition of a proposed Conservation Easement to be held by the Southeast Land Trust of New Hampshire with the Town of Auburn holding an Executory Interest. The proposed Conservation Easement would encumber a portion of the property identified as Tax Map #11 Lot #19, located on Dearborn Road and Chester Turnpike. The total contribution towards the acquisition of the conservation easement will not exceed \$160,000, which would come from the Town of Auburn's Conservation Fund. The purpose of the Easement is to limit the use of the Property, so as to maintain it in perpetuity as open space.



**CONSERVATION COMMISSION  
AUBURN, NH  
March 6, 2020**

Mr. Porter began by saying that, the Public Hearing portion of the meeting is to look to vote to withdraw funds in the amount of \$160,000 for the Conservation Easement for the Sanborn property located on Dearborn Road and Chester Turnpike. Mr. Porter wanted to thank Mr. and Mrs. Sanborn again for the generous activity and believed that this was an amazing parcel to obtain in a Conservation Easement to be held by the Southeast Land Trust of New Hampshire with the Town of Auburn holding an Executory Interest. Mr. and Mrs. Sanborn commented that, they are more than happy to be able to do this.

At this time, Mr. Porter stated that, he would entertain a motion from the Board to withdraw \$160,000 from the Conservation Fund.

**Mrs. Donovan moved to approve the withdrawal of funds in the amount of \$160,000 for the acquisition of the Conservation Easement for the Sanborn property located on Dearborn Road and Chester Turnpike, Tax Map 11, Lot 19. Mr. Burnham seconded the motion. A roll call vote was taken as follows: Mrs. Donovan voted yea, Mr. Burnham voted yea, Ms. Hanson voted yea, Mr. Ampuja voted yea and, Mr. Porter voted yea. All were in favor, the motion passed unanimously.**

Mr. Porter asked if Ms. Heaton had signed on yet. Ms. Heaton had not signed on. Mr. and Mrs. Sanborn thanked the Board for their time, and also thanked Mr. Lougee of the Southeast Land Trust of New Hampshire. Mr. Lougee also thanked everyone for their help in getting this Conservation Easement put together.

Next, everyone but the Board members remained on the line for further discussion of new business and the like.

## **OTHER BUSINESS**

Mrs. Donovan asked if there were any further feedback from the other potential Conservation Easements. Mr. Porter explained that, he has spoken with one of the potential property owners and that an informal would be scheduled to see if there was some interest in moving forward and what the timetable would be.

Mr. Porter asked if there was any other business or new business to discuss. None was noted. With that said, Mr. Porter asked for a motion to adjourn.

## **ADJOURN**

**Mrs. Donovan moved to adjourn the meeting. Mr. Burnham seconded the motion. A roll call vote was taken as follows: Mrs. Donovan voted yea, Mr. Burnham voted yea, Ms. Hanson voted yea, Mr. Ampuja voted yea and, Mr. Porter voted yea. All were in favor, the motion passed unanimously, and the meeting stood adjourned at 7:20 p.m.**

**The next Conservation Commission meeting is currently scheduled for Tuesday, May 5<sup>th</sup>, 2020 at 7:00 p.m. at the Town Hall, 47 Chester Road unless otherwise noted.**

The within conveyance is a transfer to a New Hampshire municipality and to the State of New Hampshire and is therefore exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2(I) and exempt from the LCHIP surcharge pursuant to RSA 478:17-g(II)a.

## CONSERVATION EASEMENT DEED

I, **ROBERT E. SANBORN**, having an address of 515 Dearborn Road, Town of Auburn, County of Rockingham, State of New Hampshire, 03032, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grant in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 6 Center Street, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

with a **Primary Executory Interest**, as further defined in Section 9 below, to the **TOWN OF AUBURN**, a duly authorized municipal corporation acting by and through the AUBURN CONSERVATION COMMISSION, an official commission of the Town of Auburn, pursuant to New Hampshire RSA 36-A:4, with a principal place of business at 47 Chester Road, Town of Auburn, County of Rockingham, State of New Hampshire, 03032 (individually referred to as the "**Town of Auburn**", and otherwise hereinafter referred to as the "**Primary Executory Interest Holder**", which term shall include the Primary Executory Interest Holder's successors and assigns, on that portion of the Property situated in the Town of Auburn only, as described in Appendix "A",

with a **Secondary Executory Interest**, as further defined in Section 9 below, therein granted to the **CITY OF MANCHESTER**, a duly authorized municipal corporation acting by and through its agent, the **MANCHESTER WATER WORKS**, with a principal place of business at 281 Lincoln Street, City of Manchester, County of Hillsborough, State of New Hampshire, 03103, (individually referred to as the "**City of Manchester**", and otherwise hereinafter referred to as the "**Secondary Executory Interest Holder**", which term shall include the Secondary Executory Interest Holder's successors and assigns) on the entire Property described in Appendix A. The

Town of Auburn, as the Primary Executory Interest Holder, and the City of Manchester, as the Secondary Executory Interest Holder, may hereinafter be collectively referred to as the “**Executory Interest Holders**”),

with a **Third Party Right of Enforcement**, as further defined in Section 10 below, therein granted to the **STATE OF NEW HAMPSHIRE** acting through its **DEPARTMENT OF ENVIRONMENTAL SERVICES**, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (referred to herein as “**NHDES**” and otherwise hereinafter referred to as the “**Third Party Holder**”, which term shall include the Third Party Holder’s successors and assigns),

the **Conservation Easement** (herein referred to as the “**Easement**”) hereinafter described with respect to that certain parcel/area of land (herein referred to as the “**Property**”) with any and all buildings, structures, and improvements thereon, consisting of 211.324 acres, situated along Dearborn Road and Chester Turnpike in the Towns of Auburn and Candia, County of Rockingham, State of New Hampshire, as shown on a plan entitled “Conservation Easement Boundary Plan, Auburn Tax Map 11 Lot 19, Candia Tax Map 413 Lot 10-2, Land of: Robert Sanborn, Prepared for Southeast Land Trust of NH, Located at: Dearborn Road & Chester Turnpike, Auburn & Candia, NH” prepared by S&H Land Services, LLC, dated November 23, 2020, Scale: 1” = 300 and recorded at the Rockingham County Registry of Deeds as Plan # [REDACTED] (hereinafter the “**Plan**”), more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Easement has been conveyed in part with a \$300,000.00 financial assistance award from the New Hampshire Department of Environmental Services Aquatic Resources Mitigation Fund; which award places certain restrictions on the Property as described herein. The Easement hereby granted is pursuant to and consistent with the applicable provisions of NH RSA 477:45-47, and in compliance with the New Hampshire Aquatic Resources Mitigation Fund Final In-lieu Fee Program (U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number NAE-2005-1142).

This Easement has been conveyed in part with a \$250,000.00 financial assistance award from the New Hampshire Drinking Water and Groundwater Trust Fund. Accordingly, the Grantee shall henceforth provide annual stewardship reports to NHDES meeting the requirements set forth in N.H. Administrative Rule Env-Dw 1002.26.

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report with the original on file with the Grantee and a copy provided to the Grantor and with additional copies provided to the Executory Interest Easement Holders and Third Party Holder.

## 1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the “**Purposes**”) for the public benefit:

- A. The protection of the functional values of wetlands, vernal pools, streams, and riparian areas on and under the Property, and of the ecological integrity of said water resources, and of the quality and sustainable yield of ground water and surface water resources as the Property lies within the watershed and Source Water Protection Area for Lake Massabesic and serves as a primary water supply reservoir for the City of Manchester and many other regional municipalities including the Town of Auburn, and the protection of the undeveloped two thousand four hundred eighty (2,480) feet of water frontage along Murray Mill Brook; and
- B. The protection of the natural wildlife habitats on the Property including the wetland, riparian, and upland habitats thereon including approximately fifteen and two-tenths (15.2) acres of “Highest Ranked Habitat in the State”, twenty seven and five-tenths (27.5) acres of “Highest Ranked Habitat in Biological Region” and one hundred sixty six and one-tenth (166.1) acres of “Supporting Landscape” as determined by the NH Fish & Game Department’s 2020 Wildlife Action Plan; the protection of any state or federally recognized rare, threatened or endangered species on the Property that may exist; and
- C. The conservation and protection of open spaces, particularly the conservation of the productive farm and forest land of which the Property consists and the long-term protection of the Property’s capacity to produce economically valuable agricultural and forestry products through the conservation of approximately twenty two and two-tenths (22.2) acres of prime farmland soils, fifteen and two-tenths (15.2) acres of statewide important farmland soils, and twenty-three and eight-tenths (23.8) acres of locally important farmland soils and of the approximately one hundred nineteen and one-tenths (119.1) acres of Group IA important forest soils and twenty eight and two-tenths (28.2) acres of Group IB important forest soils, all as identified by the Natural Resources Conservation Service; and
- D. The scenic enjoyment of the general public as viewed from the approximately one thousand forty (1,040) feet of undeveloped frontage along Chester Turnpike and the one hundred eighty (180) feet of undeveloped frontage along Dearborn Road.
- E. The protection of the Property for outdoor recreation by and/or the education of the general public.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2018 Master Plan of the Town of Auburn, which seeks to:

- “Recognize the important contribution that the Town’s natural resources to the overall character and well-being of the Town. Protect and manage Auburn’s valuable open space resources” (page 6); and
- “Protect Auburn’s valuable water resources including wetlands, upland buffers, water recharge areas, and drinking water supply” (page 6); and
- “Permanently protect Auburn’s natural assets that contribute to public health and safety, economic vitality, and quality of life” (page 6); and
- “Preserve those community features that contribute to Auburn’s current rural



character and quality of life” (page 7); and

- “Recognize and appreciate the unique role of the various land use patterns in Auburn and how they contribute to the economic well-being of the town” (page 7); and
- “Protect the quality of Auburn’s groundwater and water supply resources through easement, acquisition and land use regulations” (page 30); and
- “Promote and encourage the gift or purchase of conservation easements and properties” (page 30); and
- “Easements and forest management overlay districts can be effective tools for protecting productive forest lands. In an effort to save open space for forestry in the future, the Town of Auburn should promote and encourage the gift or purchase of conservation easements for this purpose” (page 30);

And with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources.”;

and with NH RSA 482-A:28 which states: “ The New Hampshire Department of Environmental Services ("DES") Aquatic Resource Mitigation ("ARM") Fund has been created as one of several compensatory mitigation options available to applicants for impacts to wetlands and other aquatic resources. This mitigation option is available for use after avoidance and minimization of impacts to these aquatic resources has been achieved. The ARM Fund seeks "no net loss" of aquatic resource acreage and functions using a watershed approach”.

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any industrial or commercial activities, except Agriculture and Forestry, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities. Further, no acts or uses shall occur on the Property that would degrade the water quality such that the standards for public drinking water by NHDES would be threatened or cause an unsustainable quantity of water to be withdrawn.

**i. Description of Agriculture and Forestry**

- a. **Agriculture:** For the purposes hereof, “Agriculture” shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup) all as not detrimental to the Purposes of this Easement.
  - b. **Forestry:** For the purposes hereof, “Forestry” shall include the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products, all as not detrimental to the Purposes of this Easement. Forestry shall include all forestry and forest management activities performed for commercial or industrial purposes, including barter transactions, and non-commercial timber stand improvement activities, wildlife habitat improvement, or thinning the forest stand to maintain a view.
- ii. **Requirements for Agriculture:** Agriculture shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such management activities shall not be detrimental to the Purposes of this Easement.
- a. The following Agricultural riparian buffer zones shall apply for Agricultural activities and operations within and adjacent to wetlands, perennial streams and rivers, hereinafter referred to collectively as “water body or water bodies.” Streams and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Wetlands shall include any wetlands shown on National Wetland Inventory maps, documents/plans that include wetland delineations with said wetland delineations prepared by a licensed soils or wetlands scientist, Town wetland inventory maps, NH GRANIT land cover maps, or other sources mutually agreed to by the Grantor and Grantee. A map entitled “Water Resources-Buffer Zones Map”, included in the Baseline Documentation Report, designates the approximate locations of the water bodies and riparian buffer zones.
    - i. Agricultural riparian buffers zones shall include one hundred (100) feet from each side of a water body and shall be expanded as necessary to encompass all vegetative communities with slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body.
    - ii. The distance of the riparian buffer shall be measured from the edge of the normal high water mark of the water body. In areas where there are wetlands contiguous to a stream or river the riparian buffer shall be measured from the upland edge of the wetland.
    - iii. There shall be no Agricultural activities, soil disturbance, planting, vegetation

cutting and removal, or application of herbicides or pesticides within the water body and the first twenty-five (25) feet from the normal high water mark or water body edge as defined above, except as specifically allowed in Section 2.a.vi below. The Grantor may request permission from the Grantee to conduct any of the before stated activities for wildlife habitat improvement purposes, construction of wildlife viewing platforms and maintaining the view from said platforms, or to meet other specific natural resource or ecological goals (e.g., invasive species removal). For wildlife habitat improvements or improvements for natural resource or ecological goals, the Grantor must submit the request to the Grantee as part of the coordinated agricultural management plan or an amendment thereto. For the construction of wildlife viewing platforms, the Grantor shall submit the request to the Grantee as a written plan with scaled drawings indicating the location, size, materials, vegetation to be impacted by the platform and viewing zone, and access to the viewing platform. The Grantee shall first consult with NHDES and either approve, deny, or approve with conditions the request at their sole discretion.

- iv. Within the remainder of the Agricultural riparian buffer zone, agricultural methods shall follow best management practices.
- v. No new roads or agricultural ways shall be constructed within the Agricultural riparian buffer zones, except in circumstances where complying with this provision may result in a greater overall negative environmental impact or would preclude reasonable access to areas suitable to Agriculture. Existing roads, as identified by the Baseline Documentation Report, may be retained and maintained. Any roads or trails within a riparian buffer zone shall be designed and maintained to minimize degradation of water quality and aquatic habitat.
- vi. Notwithstanding Section 2.a.iii above, the Grantor shall be allowed to maintain the existing hay fields at the time this Easement was conveyed, as documented and shown on the map titled "Cover Type Map" in the Baseline Documentation Report. The Grantor shall be allowed to maintain said existing hay fields through the cutting and removal of vegetation within the first twenty-five (25) feet from the normal high water mark or water body edge as defined above, in accordance with best management practices.

### **iii. Requirements for Forestry:**

- a. Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. or references on best management practices see:
  - "New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations" (N.H. Division of Forests and Lands, 2016), or similar successor publications; and

- “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (New Hampshire Forest Sustainability Standards Work Team, 2010), or similar successor publications.
- b. The following Forestry riparian buffer zones shall apply for Forestry activities and other tree cutting and removal operations within and adjacent to wetlands, perennial streams and rivers, hereinafter referred to collectively as “water body or water bodies”. Streams and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Wetlands shall include any wetlands shown on National Wetland Inventory maps, documents/plans that include wetland delineations with said wetland delineations prepared by a licensed soils or wetlands scientist, Town wetland inventory maps, NH GRANIT land cover maps, or other sources mutually agreed to by the Grantor and Grantee. A map entitled “Water Resources-Buffer Zones Map”, included in the Baseline Documentation Report, designates the approximate locations of the water bodies and riparian buffer zones.
- i. Forestry riparian buffers zones shall include one hundred (100) feet from each side of a water body and shall be expanded as necessary to encompass all vegetative communities with slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body.
  - ii. The distance of the riparian buffer shall be measured from the edge of the normal high water mark of the water body. In areas where there are wetlands contiguous to a stream or river the riparian buffer shall be measured from the upland edge of the wetland.
  - iii. There shall be no Forestry activities, soil disturbance, tree or vegetation cutting and removal, or application of herbicides or pesticides within the water body and the first twenty-five (25) feet from the normal high water mark or water body edge as defined above. The Grantor may request permission from the Grantee to conduct any of the before stated activities for wildlife habitat improvement purposes, construction of wildlife viewing platforms and maintaining the view from said platforms, or to meet other specific natural resource or ecological goals (e.g., invasive species removal). For wildlife habitat improvements or improvements for natural resource or ecological goals, the Grantor must submit the request to the Grantee as part of the Forest Management Plan or an amendment thereto. For the construction of wildlife viewing platforms, the Grantor shall submit the request to the Grantee as a written plan with scaled drawings indicating the location, size, materials, vegetation to be impacted by the platform and viewing zone, and access to the viewing platform. The Grantee shall first consult with NHDES and either approve, deny, or approve with conditions the request at their sole discretion.
  - iv. Within the remainder of the riparian buffer zone, tree harvest methods shall be limited to single tree or small group selection cuts, leaving a well-distributed, uneven-aged stand of trees.

- v. No new roads or log landings shall be constructed within Forestry riparian buffer zones, except in circumstances where complying with this provision may result in a greater overall negative environmental impact or would preclude reasonable access to areas suitable to Forestry. Existing roads, as identified by the Baseline Documentation Report, may be retained and maintained. Skid trails and log landings shall be kept to the minimum reasonably necessary for tree removal. Any roads, skid trails, and log landings within a riparian buffer zone shall be designed and maintained to minimize degradation of water quality and aquatic habitat.
- c. Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the ecological, aesthetic, wildlife, or other non-timber values are important components of the forest. To the extent reasonably practicable, forestry shall meet the following goals:
  - maintenance of soil productivity;
  - protection of water quality, wetlands, vernal pools and riparian zones;
  - maintenance or improvement of the overall quality of forest products;
  - conservation of scenic quality and recreational access and trails;
  - protection of significant or fragile natural areas, exemplary natural communities, and rare, threatened and endangered species, including their habitats;
  - protection of significant historic and cultural features; and
  - conservation or enhancement of native plant and animal species.
- d. Any Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
- e. Said Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. Or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a licensed forester or other qualified person at least thirty (30) days prior to the date of harvest.
- f. Said Forest Management Plan shall include a statement of landowner objectives, and shall specifically address:
  - the accomplishment of those Purposes for which this Easement is granted,
  - the goals in Section 2.A.iii.c. above, and
  - water bodies as defined herein, riparian buffer zones and their delineation on a map(s) in the plan and how water bodies and vernal pools will be protected in association with forest management activities including but not limited to road construction and maintenance and implementation of stand prescriptions.



- g. At least thirty (30) days prior to any Forestry activities, the Grantee shall have received from the Grantor a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that the Forest Management Plan, as defined in 2.A.iii, a-f, above, has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the Forest Management Plan itself to the Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
  - h. Forestry activities shall be conducted in accordance with said Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
  - i. Prior to conducting Forestry activities, in those areas proposed for the forest activities, the riparian buffers shall be clearly marked by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee.
- B. The Property shall not be subdivided, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision. Notwithstanding the foregoing, the involuntary division of the property into two separate parcels along the Town Line between Auburn and Candia, as a result of the exceptional case when one town takes the land for failure to pay property taxes shall not constitute a violation of this provision. However in this case, the easement will remain in full force, and Grantor shall make every reasonable effort to reunify the property into a single ownership.
- C. The following provisions shall apply to structures or improvements on the Property:
  - i. No structure or improvement shall be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, above, or below the Property, except for structures and improvements which:
    - a. Assist in the accomplishment of agriculture, forestry, conservation, habitat management, or noncommercial outdoor educational or recreational uses on the Property, which may include but shall not be limited to: permeable roads, dams, fences, bridges, culverts, barns, maple sugar houses, farm stands, trails, boardwalks or sheds; and
    - b. Do not cause the total impervious surface coverage of the Property to exceed one percent (1%) of the Property's overall size, or 2.11 acres; for the purposes of this restriction, impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property. Impervious surfaces include, but are not limited to buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Notwithstanding the foregoing, impervious surfaces shall specifically exclude bridges; boardwalks; culverts; impervious surfaces not in place year-round such as row covers for agricultural crops, tents and awnings; and roadways, or other improvements established on the

Property by third parties exercising lawful rights obtained prior to the date of this Easement; and

- c. Are not detrimental to the Purposes of this Easement.
  - ii. Prior to the Grantor's construction, placement, introduction, enlargement, or relocation of any structure with a footprint exceeding two hundred and fifty (250) square feet, the Grantor must obtain written approval of the same from the Grantee. The footprint of any roofed structure shall include the area within the dripline. For an enlargement of a structure, the square footage calculation under this provision shall only be the enlargement and shall not include the original structure.
    - a. At least forty-five (45) days prior to the commencement of any such construction, placement, introduction, enlargement, relocation, or on-site preparation therefor including but not limited to land clearing, the Grantor shall provide the Grantee with written notice with details of said structure including but not limited to scope, size, and location, and method and timing of said construction/installation. Within thirty (30) days after Grantee's receipt of such notice, the Grantee shall inform the Grantor in writing of its approval, approval with conditions, or disapproval of the proposed structure, such approval not to be unreasonably withheld. Any disapproval shall specify the reasons therefor.
  - iii. Notwithstanding the above provisions of this Section 2.C., there shall not be constructed, placed, introduced, enlarged, relocated, used, maintained, repaired, replaced, rebuilt, or improved on, under, or above the Property any of the following structures or improvements, including any portion thereof: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, underground petroleum/gas storage tank, tower, tennis court, swimming pool, athletic field, golf course, indoor riding arena, aircraft landing area, dock, mooring, anchored raft or other surface structure(s) affixed to the bottom of the waterbody or to the Property, whether in direct contact with the Property or otherwise permitted by virtue of ownership of the Property.
- D. There shall be no removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the agriculture, forestry, conservation, habitat management, or noncommercial outdoor educational or recreational uses of the Property; and
  - ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
  - iii. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agriculture, forestry, conservation, habitat management, or noncommercial outdoor educational or recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 16 square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal (hereinafter referred to as “Extractive Activities”) of surface or subsurface non-vegetation materials including but not limited to hydrocarbons, rocks, minerals, gravel, sand, topsoil, or other similar materials (hereinafter referred to as “Extractive Materials”) on, under, or from the Property, unless Extractive Activities will have a limited and localized impact on the Property and shall not be irretrievably destructive of or detrimental to the Purposes of this Easement, and all of the following conditions are met:
  - i. Said Extractive Activities shall be undertaken in furtherance of improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., and/or E., above, and in accordance with relevant Best Management Practices;
  - ii. No Extractive Materials shall be removed from the Property, except with advance written approval of the Grantee after the Grantee has determined, in its sole discretion, that said removal is not detrimental to the Purposes of this Easement;
  - iii. Said Extractive Activities shall be limited to the “Extraction Zone” as shown on the map entitled “Baseline Cover Type Map” in the Baseline Documentation Report”, (collectively the “Extractive Zones”) with opportunity for said zone(s) to be relocated from time to time by mutual agreement of the Grantor and the Grantee, but only after a finding by the Grantee in its sole discretion that the proposed new location and configuration of said zone(s) are no more detrimental to the Purposes of this Easement than the established zone(s) proposed to be relocated; and, further, only if said relocation does not convey impermissible private benefit;
  - iv. The maximum cumulative footprint of the Extractive Zones with exposed soil at any one time shall not exceed ten thousand (10,000) square feet;
  - v. Said Extractive Activities shall not significantly diminish the Property’s productive capacity, including soil productivity, to yield forest and/or agricultural products, nor the Property’s potential future uses for forestry or agriculture, or other permitted uses, nor degrade the water quality such that the standards for public drinking water by NHDES would be threatened;
  - vi. Said Extractive Activities shall not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire

Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities;

- vii. Following the cessation of Extractive Activities at any given extractive zone on the Property, the Grantor shall restore such zone(s) to a natural vegetated condition and appearance in conformance with all governmental laws, ordinances, rules, and regulations, including but not limited to the requirements of U.S. Treasury Regulations at 1.170A-14(g)(4)(i), as may be amended from time to time;
  - viii. At least forty-five (45) days prior to the initial commencement or site preparation for Extractive Activities in any Extractive Zone the Grantor shall give the Grantee written notice of the commencement of said activities. Said notice shall include a detailed description of the proposed activities (hereinafter the "Extraction Plan") including but not limited to the type(s) and volume(s) of said Extractive Materials to be mined, quarried, excavated, and/or removed from the Property; the proposed uses of said materials; the source and location of said Extractive Materials within the Property; the timing, duration, and frequency of said Extractive Activities; and a plan for restoring the Extraction Zone following the cessation of Extractive Activities. The Grantee shall have thirty (30) days from receipt of the Grantor's Extraction Plan to evaluate said plan and approve, approve with conditions, or disapprove same, at the Grantee's sole discretion. Said approval or disapproval shall be based on whether the proposed Extraction Plan meets all of the above conditions of this Section 2.F., and said approval shall not to be unreasonably withheld. Any disapproval shall specify the reasons therefor. Once an Extraction Plan is approved by the Grantee, the Grantor does not need to notify the Grantee of individual instances of Extraction Activities within said zone so long as the said activities are within the parameters of the Extraction Plan.
- G. No substances or materials then known to be environmentally hazardous waste if discarded or abandoned shall be disposed of, dumped, injected, burned, or buried on the Property, and no such substances shall be stored or applied on the property except in conjunction with any agriculture, forestry, conservation, habitat management, or noncommercial outdoor educational or recreational uses that are allowed by this Easement. Further, no wastes generated off the Property shall be disposed of, stored, or discharged on the Property.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except as allowed in Section 3.B., below.
- J. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or land use regulation with respect to the development of any other property.

- K. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for, non-motorized, non-commercial, outdoor recreational and outdoor educational purposes, such as but not limited to hiking, wildlife observation, cross-country skiing, horseback riding, and mountain biking. However, the Grantee shall be under no duty to supervise said access, use, or purpose.

### 3. RESERVED RIGHTS

- A. The Grantor reserves the right to post the Property against public access to agricultural cropland during the planting and growing season, to lands while being grazed by livestock, and to forestland during harvesting or other forest management activities. Further, the Grantor reserves the right to post against hunting and/or fishing. This provision is an exception to Section 2.K., above.
- B. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, including but not limited to emergency rescue operations, agriculture, forestry, conservation, habitat management, or noncommercial outdoor education.

### 4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing or via email within ten (10) days of offering the Property for sale. In addition, the Grantor agrees to notify the Grantee in writing or via email at least ten (10) days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

### 5. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

### 6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee, Executory Interest Holders, and Third Party Holder shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this



Easement.

- B. Grantee shall have the right to place, maintain, and replace signs on the Property as follows:
- i. Signs to facilitate inspection of the Property and to identify the Property as conservation land protected by the Grantee, said signs located along the Property's boundaries with each sign not exceeding thirty (30) square inches in size.
  - ii. Signs along the Property's maintained public road frontage] to identify to the public that the Property is conserved land and to recognize funding entities who contributed funding toward the conservation of the Property, as may be required. Said signs shall be located at a visible location on the Property, said location to be mutually agreed upon by the Grantor and Grantee. The Grantee shall be responsible for ensuring that said sign(s) conform with applicable local, state, and federal regulations and shall bear the cost of installation.
  - iii. Up to two (2) informational kiosks that are no more than eight (8) feet wide by eight (8) feet high within which the Grantee can display information related to its mission, the Property, the effort to conserve the Property and the conservation context of the Property. The Grantor and Grantee shall work together on a mutually agreeable location for said kiosk(s).

## 7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement may be submitted to binding arbitration in accordance with New Hampshire RSA 542. The parties shall have ten (10) days to accept or refuse binding arbitration. The Grantor and the Grantee shall each

choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.

- D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.
- E. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.
- F. In the event of a dispute involving the Third Party Holder, the provisions of paragraphs B and C of this Section 7 shall not apply.

#### 8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, "Breach of Easement...", without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section, "Breach of Easement...", apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement...", both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.
- I. Forbearance by the Grantee or Third Party Holder to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee or Third Party Holder of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's or Third Party Holder's rights hereunder. No delay or omission by the Grantee or Third Party Holder in the exercise of any right or remedy upon any breach by the

Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

#### 9. PRIMARY AND SECONDARY EXECUTORY INTERESTS

- A. The rights and responsibilities of the Primary Executory Interest Holder are limited to that portion of the Property that is situate in the Town of Auburn only. The Primary Executory Interest Holder shall have reasonable access to that portion of the Property situate in Auburn, and the Secondary Executory Interest Holder shall have reasonable access to the Property and all of its parts, for such inspection as necessary to: (i) determine compliance with and enforce the terms of this Easement through any and all authorities under Federal or State Law, and to exercise the rights conveyed hereby; (ii) carry out the duties assumed by the Executory Interest Holders under this Section 9 "Primary and Secondary Executory Interests"; and (iii) maintain the Easement boundaries if the Executory Interest Holders identifies a failure of the Grantee to maintain such boundaries.
- B. If the Grantee ceases to exist or ceases to function as a qualified organization as specified in Section IV Paragraph B "Benefits & Burdens" above, requesting such enforcement delivered in hand or by certified mail, return receipt requested, then, at the sole option and election of the Primary Executory Interest Holder, the Easement on that portion of the Property situate in the Town of Auburn shall immediately vest in, and shall be deemed to have been transferred and conveyed to the Primary Executory Interest Holder. In order to effectuate such vesting (if so elected by the Primary Executory Interest Holder), the Primary Executory Interest Holder shall record an affidavit with the Rockingham County Registry of Deeds which shall state: (i) that the Grantee has ceased to exist or has ceased to function as a qualified organization under said Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, as the case may be, (ii) that said filing is made pursuant to the terms and conditions of this Easement, (iii) that the Grantee's interest in this Easement on that portion of the Property situate in the Town of Auburn has vested in the Primary Executory Interest Holder. The Primary Executory Interest Holder's exercise of its rights under this Section 9 "Primary and Secondary Executory Interests" shall not divest the Secondary Executory Interest Holder of its rights and interests hereunder.

The interests held by the Primary Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the

Section "Benefits and Burdens" above. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

- C. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Secondary Executory Interest Holder, a qualified organization as specified in the Section "Benefits and Burdens" above, requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Secondary Executory Interest Holder shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstance, the Secondary Executory Interest Holder shall then also have the right to terminate the Easement interest of the Grantee in the Property by recording a notice to that effect in the Rockingham Registry of Deeds referring hereto which shall state: (i) that the Grantee has ceased to enforce the Easement conveyed hereby, (ii) that said filing is made pursuant to the terms and conditions of this Easement, and (iii) if the Secondary Easement Holder so elects, that the Grantee's interest in this Easement has vested in the Secondary Executory Interest Holder. The Secondary Executory Interest Holder shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.

The interests held by the Secondary Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in the Section "Benefits and Burdens" above. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

#### 10. THIRD PARTY RIGHT OF ENFORCEMENT

- A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Grantee to enforce this Easement and be entitled to recover the costs of such enforcement from the Grantor or Grantee or both.
- B. The interests held by NHDES are assignable or transferable to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

#### 11. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set

forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

## 12. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

## 13. EXTINGUISHMENT & CONDEMNATION

- A. Extinguishment. If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 13.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.
- B. Condemnation. If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the Grantee shall be entitled, after payment of any expenses, shall be determined in accordance with Section 13.C. below and said proceeds shall be used in a manner consistent with the Conservation Purposes of this Conservation Easement.
- C. Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 13.A. and 13.B. above, shall have a fair market value which shall be determined by multiplying (1) the fair market value of the Property without deduction for the value of this Easement as of the time of said extinguishment or condemnation, by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property at the time of this grant without deduction for the value of this Easement, those values being those used to calculate the deduction for

federal income or estate tax purposes allowable by reason of this grant, pursuant to the IRS Code Section 170(h) or 2055(f), determined by an appraisal report which shall be prepared by a qualified appraiser on behalf of the Grantor and which the Grantor shall submit to the Grantee. For the purposes of this Section 13, the ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall remain constant.

The balance of the amount recovered, after payment of any expenses, shall be divided between the Grantor and the Grantee in proportion to the fair market value, as determined by the appraisal, of their respective interests in that part of the Property extinguished or condemned. The Grantee, Executory Interest Holders, and the Third Party Holder agree the portion of damages recovered that are attributed to the Easement shall be divided as follows: the Grantee's interest shall be forty eight and seven-tenths percent (48.7%), the Primary Executory Interest Holder's interest shall be five and seven-tenths percent (5.7%), the Secondary Executory Interest Holder's interest shall be three and eight-tenths percent (3.8%), and the State of New Hampshire acting through the New Hampshire Department of Environmental Services (Third Party Holder) interest shall be forty one and eight-tenths percent (41.8%). The Third Party Holder's interest represents the proportion that was contributed by the Aquatic Resource Mitigation Fund (\$300,000 or 22.8%) and by the Drinking Water and Groundwater Trust Fund (\$250,000 or 19%).

- D. As required by NH RSA 486-A:13, any release of the Property, or portion thereof, from the public trust in order to be converted to a use not permitted under the terms of this Easement or due to termination of the Easement shall be subject to the provisions of NH RSA 486-A:13 and Section 13 of this Easement and shall be undertaken according to the requirements of NH RSA 486-A:13. When the requirements of NH RSA 486-A:13 and Section 13 conflict, the requirements of NH RSA 486-A:13 shall apply.

#### 14. AMENDMENT

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; notification is given to the New Hampshire Attorney General's Office, the Executory Interest Holders, and the Third Party Holder at least thirty (30) days prior to the adoption of the amendment; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

#### 15. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, with the prior approval of the Grantee, Executory Interest Holders and Third Party Holder, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in the Section "Benefits and Burdens," above, accepts and records the additional easement.

#### 16. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by the State of New Hampshire, such immunity being hereby specifically reserved. If the interests held by the State of New Hampshire herein are assigned or transferred to a qualified party other than the State of New Hampshire or agency thereof, as allowed by Section 5 above, this provision "Sovereign Immunity" shall not apply to the assignee or transferee.

#### 17. GENERAL DISCLAIMER

The State of New Hampshire, acting through the Third Party Holder, and its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the State of New Hampshire acting through the Third Party Holder may be subject or incur relating to the Property.

#### 18. NO MERGER

The Grantor, Grantee, Executory Interest Holders, and Third Party Holder explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity and that, to that end, no purchase or transfer of the underlying fee interest in the Property by or to the Grantee, Executory Interest Holders or Third Party Holder shall be deemed to eliminate these Easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.

#### 19. ENVIRONMENTAL WARRANTY

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Moreover, Grantor hereby promises to hold harmless and indemnify the Third Party Holder against all litigation, claims, demands,



penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation will not be affected by any authorizations or approvals provided by Third Party Holder to Grantor with respect to the Property. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Robert E. Sanborn

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **Robert E. Sanborn**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

ACCEPTED: SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **Brian Hart**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

**PRIMARY EXECUTORY INTEREST HOLDER ACCEPTED: TOWN OF AUBURN**

\_\_\_\_\_  
Keith N. Leclair, Board of Selectmen Chair  
Town of Auburn, Duly Authorized

\_\_\_\_\_  
Jeffrey Porter, Conservation Commission Chair  
Town of Auburn, Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared **Keith N. Leclair** and **Jeffrey Porter**, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

**SECONDARY EXECUTORY INTEREST HOLDER ACCEPTED: CITY OF  
MANCHESTER**

\_\_\_\_\_  
Joyce Craig, Mayor  
City of Manchester, Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me  
personally appeared **Joyce Craig**, Mayor of the City of Manchester, known to me, or  
satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and  
acknowledged that he/she executed the same as his free act and deed for the purposes therein  
contained.

**THIRD PARTY HOLDER ACCEPTED: STATE OF NEW HAMPSHIRE**

\_\_\_\_\_  
Robert R. Scott, Commissioner  
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **Robert R. Scott**, Commissioner of the New Hampshire Department of Environmental Services, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his free act and deed for the purposes therein contained.

## APPENDIX A

The "Property" subject to this Easement is that tract of land with any and all structures and improvements thereon situated on Road, so-called, in the Towns of Auburn and Candia, County of Rockingham, State of New Hampshire, consisting of approximately 211.324 acres, shown on a plan entitled "Conservation Easement Boundary Plan, Auburn Tax Map 11 Lot 19, Candia Tax Map 413 Lot 10-2, Land of: Robert Sanborn, Prepared for Southeast Land Trust, Located at: Dearborn Road & Chester Turnpike, Auburn & Candia, NH" prepared by S&H Land Services, LLC, dated November 23, 2020, Scale: 1" = 300 and recorded at the Rockingham County Registry of Deeds as Plan # [REDACTED] (herein the "Plan"), and more particularly bounded and described as follows:

### **Portion of Easement Located in the Town of Auburn (Tax Map 11 Lot 19)**

Beginning at a drill hole in a stone wall intersection at land of Steven C. & Jane E. Lemire, being the southeasterly corner of the property being conveyed, thence;

N73°22'22"W by said wall and said Lemire land a distance of 23.93' to a drill hole in the wall, thence;

N79°45'46"W by said wall and said Lemire land a distance of 204.25' to a drill hole in the wall, thence;

N78°53'04"W by said wall and said Lemire land a distance of 227.53' to a drill hole in a stone wall intersection at the Dearborn Woods Common Land, thence;

N78°19'58"W by stone wall and said Dearborn Woods land a distance of 432.98' to a point, thence;

N78°55'31"W by said wall and said Dearborn Woods land a distance of 142.63' to a point, thence;

N77°49'05"W by said wall and said Dearborn Woods land a distance of 455.82' to a drill hole in a stone wall corner, thence;

S20°32'02"W by said wall and said Dearborn Woods land a distance of 402.44' to a drill hole in a stone wall intersection, thence;

S20°34'14"W by said wall and said Dearborn Woods land a distance of 368.43' to a drill hole in a stone wall intersection, thence;

S20°38'26"W by said wall and said Dearborn Woods land a distance of 357.65' to a drill hole in the wall, thence;

S21°11'00"W by said wall and said Dearborn Woods land a distance of 266.76' to a drill hole in the wall, thence;

S27°00'23"W by said wall and said Dearborn Woods land a distance of 36.06' to a drill hole at a corner in the stone wall at land of Ramzi & Jennifer Alldredge, thence;

S62°43'31"E by said Alldredge land a distance of 216.64' to a rebar at land of Russel D. Johnson Revocable Trust, thence;

S19°07'50"W by said Johnson land a distance of 384.91' to a rebar at land of David R. & Karen M. Brien and said Town of Auburn Highway Garage land, thence;

N76°52'39"W by said Town land a distance of 285.06' to an iron pipe, thence;

S60°06'33"W by said Town land a distance of 400.11' to a point, thence;

S60°00'16"W by said Town land a distance of 1007.23' to a stone bound on the northeasterly side of the Chester Turnpike, thence;

N32°33'10"W by the Chester Turnpike a distance of 546.08' to the end of a stone wall, thence;

N33°34'00"W by the stone wall a distance of 492.71' to a drill hole found with remnants of a brass disk at land now or formerly of the Geraldine A. Silva Irrevocable Trust, thence;

N56°31'08"E by stone wall and said Silva land a distance of 143.23' to a drill hole in the wall, thence;

N57°42'34"E by said wall and said Silva land a distance of 153.22' to a drill hole in the wall, thence;

N60°24'39"E by said wall and said Silva land a distance of 211.18' to a drill hole in the wall, thence;

N27°17'54"E by said wall and said Silva land a distance of 50.08' to a drill hole in the wall, thence;

N27°10'38"E by said wall and said Silva land a distance of 200.22' to a drill hole in the wall, thence;

N27°19'42"E by said wall and said Silva land a distance of 95.64' to a drill hole in the wall, thence;

N27°12'06"E by said wall and said Silva land a distance of 313.07' to a drill hole at the end of the wall, thence;

N27°12'06"E by said Silva land a distance of 15.69' to a rebar set, thence;

N63°44'38"W by said Silva land a distance of 16.44' to a drill hole at the end of a stone wall, thence;

N63°44'38"W by said wall and said Silva land a distance of 33.82' to a drill hole in the wall, thence;

N61°58'14"W by said wall and said Silva land a distance of 59.98' to a drill hole in the wall, thence;

N62°12'55"W by said wall and said Silva land a distance of 204.54' to a point, thence;

N62°17'18"W by said Silva land a distance of 74.12' to a point at other land of said Silva, thence;



N62°17'18"W by said Silva land a distance of 85.26' to a point, thence;

N62°47'27"W by stone wall and said Silva land a distance of 219.11' to a drill hole in the wall, thence;

N62°19'02"W by said wall and said Silva land a distance of 215.80' to a drill hole in the wall, thence;

N62°44'48"W by said wall and said Silva land a distance of 203.98' to a drill hole in the wall, thence;

N62°28'12"W by said wall and said Silva land a distance of 186.09' to a drill hole in the wall, thence;

N62°32'20"W by said wall and said Silva land a distance of 222.10' to a drill hole in the wall, thence;

N62°20'41"W by said wall and said Silva land a distance of 60.68' to a drill hole in an intersection of stone walls at land of R. John & Donna L. Roy, thence;

N22°27'12"E by stone wall and said Roy land a distance of 144.31' to a drill hole in the wall at land of Kenneth C. & Cynthia McHugh, thence;

N22°23'06"E by said wall and said McHugh land a distance of 68.50' to a drill hole in the wall, thence;

N19°02'06"E by said wall and said McHugh land a distance of 133.72' to an iron pipe at land of Robert M. & JoAnne Foley, thence;

N21°53'02"E by said wall and said Foley land a distance of 78.47' to a drill hole in the wall, thence;

N18°23'13"E by said wall and said Foley land a distance of 122.67' to a drill hole at land of Harry B. Hull, II & Lauren R. Hull, thence;

N19°28'28"E by said wall and said Hull land a distance of 197.28' to a broken drill hole at the end of the wall at land of Ralph & Bernice Mercier, thence;

N19°19'30"E by said Mercier land a distance of 361.71' to a drill hole at the end of a stone wall, thence;

N19°37'21"E by said wall and said Mercier land a distance of 122.05' to a drill hole at the end of the wall, thence;

N22°02'09"E by said Mercier land crossing Murray Mill Brook a distance of 290.87' to a drill hole at the end of a stone wall, thence;

N19°09'17"E by said wall and said Mercier land a distance of 279.69' to a drill hole in the wall at a barway, thence;

N19°10'31"E by said wall and said Mercier land a distance of 152.98' to a drill hole in a corner of the wall, thence;

S60°37'14"E by said wall and said Mercier land a distance of 138.60' to a drill hole in a stone wall intersection, thence;

S60°01'31"E by said wall and said Mercier land a distance of 140.89' to a drill hole at the end of the wall, thence;

S60°19'14"E by said Mercier land crossing Murray Mill Brook a distance of 1187.30' to a rebar set at the northwest corner of the Excluded Area, thence;

S39°16'59"W by the Excluded Area a distance of 237.37' to a rebar set, thence;

S70°16'27"E by the Excluded Area a distance of 199.23' to a rebar set, thence;

N39°16'59"E by the Excluded Area and passing through a rebar set a distance of 273.09' to a point in Murray Mill Brook at said Mercier land, thence;

S79°19'45"E by said Mercier land a distance of 695.79' to a point at land possibly of Brad Jeffrey Guilmette, thence;

S79°19'45"E by said Guilmette land a distance of 326.01' to a rebar set, thence;

N20°15'13"E by said Guilmette land a distance of 353.78' to the town line between Auburn and Candia, thence;

S75°27'31"E by said town line a distance of 1,063.54' to a field stone bound marked 'A' and 'C' at land of Hilltop, LLC, thence;

S01°31'48"E by said Hilltop land a distance of 385.09' to a capped rebar at other land of Robert Sanborn, thence;

N86°08'54"W by said Sanborn land a distance of 68.05' to a capped rebar to be set, thence;

S03°51'06"W by said Sanborn land a distance of 277.62' to a drill hole to be set in a stone wall, thence;

S74°23'41"E by said wall and said Sanborn land a distance of 185.53' to a drill hole in stone wall intersection at land of the Brenda M. Sanborn Revocable Trust, thence;

S00°56'30"W by stone wall and said Sanborn land a distance of 180.14' to a drill hole in the wall, thence;

N70°06'09"W by stone wall and said Sanborn land a distance of 31.41' to a point, thence;

N74°55'34"W by stone wall and said Sanborn land a distance of 54.71' to a point, thence;

N81°11'48"W by stone wall and said Sanborn land a distance of 73.08' to a point, thence;

N76°17'05"W by stone wall and said Sanborn land a distance of 83.84' to a point, thence;

N85°31'43"W by stone wall and said Sanborn land a distance of 58.99' to a point, thence;

N79°04'29"W by stone wall and said Sanborn land a distance of 117.01' to a point, thence;

S06°46'33"E by stone wall and said Sanborn land a distance of 103.50' to a point, thence;

S03°46'25"E by stone wall and said Sanborn land a distance of 95.08' to a point, thence;  
S10°29'22"E by stone wall and said Sanborn land a distance of 85.29' to a point, thence;  
S86°31'26"E by stone wall and said Sanborn land a distance of 69.99' to a point, thence;  
N87°00'53"E by stone wall and said Sanborn land a distance of 246.59' to a point at the westerly end of a barway, thence;  
N84°39'02"E by said Sanborn land a distance of 16.52' to the end of a stone wall, thence;  
N88°52'02"E by stone wall and said Sanborn land a distance of 164.03' to a drill hole in the wall, thence;  
S80°11'42"E by said Sanborn land a distance of 128.09' to a capped rebar on the westerly side of Dearborn Road, thence;  
S09°13'00"W by the westerly side of Dearborn Road a distance of 45.02' to a drill hole in a corner of stone walls, thence;  
S11°03'49"W by said wall and the westerly side of Dearborn Road a distance of 132.33 to the point of beginning.  
Containing 9,153,534 sq ft or 210.136 acres as shown on said plan.

**Portion of Easement Located in the Town of Candia (Tax Map 413 Lot 10-2)**

Beginning at a field stone bound marked 'A' and 'C' on the town line between Auburn and Candia, and at land of Hilltop, LLC, thence;  
N75°27'31"W by said town line a distance of 1,063.54' to land of Brad Jeffrey Guilmette, thence;  
N20°15'13"E by said Guilmette land a distance of 146.93' to a point on a stone wall that extends into Murray Mill Brook and at land of Cody Wood, thence;  
S70°42'42"E by said wall and said Wood land a distance of 126.07' to a drill hole in the wall at the edge of the brook, thence;  
S69°21'08"E by said wall and said Wood land a distance of 242.98' to a drill hole at a barway, thence;  
S69°41'30"E by said wall and said Wood land a distance of 672.90' to a drill hole at land of Hilltop, LLC, thence;  
S01°31'48"E by said Hilltop land a distance of 44.04' to the point of beginning.  
Containing 99,678 sq ft or 2.288 acres as shown on said plan.

**MEANING AND INTENDING** to describe a portion of the premises conveyed by Deed from

Matthew Sanborn, to Robert E. Sanborn, dated October 2, 2017, recorded at said Registry at Book 5863, Page 2723, and to describe a portion of the premises conveyed by Deed from Brenda M. Sanborn, as Trustee of the Brenda M. Sanborn Trust of 2006, to Robert E. Sanborn, dated December 4, 2020, recorded at said Registry at Book 6203, Page 2184.

Not homestead property of the Grantor.

# 2021 PROPOSED IMPROVEMENTS TO BUILDINGS

## TOWN OF AUBURN

		1	2	3	4	5	6	7	8	9
		Expended	Expended	Expended	Budgeted	Expended TYD	Dept/Comm	% Chg	BOS	Budget Comm
		2017	2018	2019	2020	2020	Request	20/21	Approved	Approved
							2021		2021	2021
		As of December	As of December	As of December	As of December	As of November				
<b>General Fund</b>										
<b>Buildings</b>										
1 01-4903-9-920-2	Storage Garage Facility	0.00	0.00	0.00	0.00	0.00	43,000.00	100%		
<b>Buildings Total</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>43,000.00</b>	<b>100%</b>	<b>0.00</b>	<b>0.00</b>
<b>Grand Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>43,000.00</b>	<b>100%</b>	<b>0.00</b>	<b>0.00</b>



# Estimate

Date	Estimate #
10/31/2020	1079

PO BOX 217  
AUBURN, NH 03032

Name / Address
Town of Auburn 47 Chester Road Auburn, NH 03032

Project
Storage Building

Description	Qty	Rate	Total
Construction of a 20' X 60' steel garage with three garage doors on a concrete slab			
General requirements, insurance, supervision, NO PERMIT FEE		9,400.00	9,400.00
Equipment rental		3,500.00	3,500.00
Dumpster		500.00	500.00
Concrete- footings, frost wall and floor.		12,000.00	12,000.00
Miscellaneous metals--rebar		600.00	600.00
Under slab insulation at frost walls		850.00	850.00
Steel structure including wall panels and roof. Materials and labor.		36,450.00	36,450.00
Electrical & Lighting, New panel fed underground from Firehouse. Allowance---\$10,000.00		10,000.00	10,000.00
Two interior chain link partitions. Allowance--\$8500.00		8,500.00	8,500.00
All site work and related materials provided and performed by others.			
Recommend a 10% contingency be carried.			
		<b>Total</b>	<b>\$81,800.00</b>



**BELLETETES - PEMBROKE**  
 129 Sheep Davis Road Pembroke, NH 03275  
 Phone: 603-224-7483

## Quotation

Quote No **159595**  
 Quote Date **11/06/2020**  
 Expiration Date **12/07/2020**  
 Customer **07198**  
 Contact Name **MIKE ROLFE**  
 Contact Number **603 315-4377**  
 Job  
 Contract **- No Contract -**  
 Your Ref  
 Delivery **On 11/06/20**  
 Taken By **241**  
 Sales Rep **ROBERT AUSTIN**

### Invoice Address

**Delivery Address**  
 BOB AUSTIN COD ACCOUNT  
 AUBURN, NEW HAMPSHIRE, 03032



Page 1 of 4

Special Instructions			Notes			
Line	Product Code	Description	Qty/Footage	Price	UOM	Total
1	PC6400	PERMA 6400 BASE W/ATTACH HDWE	EA	0.00		0.00
2	PC2X2UH	PC 4600&6000 UPLIFT HDWE 8.5"	ST	0.00		0.00
3	PC3DAHDG	PERMA 3/16" HDGALV DRIVE ANCHOR	EA	0.00		0.00
4	6610RH	6X6X10 ROUGH HEMLOCK	EA	0.00		0.00
5		BUILDING POSTS				0.00
6	4614CCAR	4X6X14 ROUGH SAWN .60 ACQ	EA	0.00		0.00
7		DOOR POSTS				0.00
8	4608RH	4X6X8 ROUGH HEMLOCK	EA	0.00		0.00
9		KNEE BRACES				0.00
10	2612CCAR	2X6X12 ROUGH SAWN .60 ACQ	EA	0.00		0.00
11	2616CCAR	2X6X16 ROUGH SAWN .60 ACQ	EA	0.00		0.00
12		PT SILLS UNDER WINDOW UNITS				0.00
13	21010CCAR	2X10X10 ROUGH SAWN .60 ACQ	EA	0.00		0.00
14	21012CCAR	2X10X12 ROUGH SAWN .60 ACQ	EA	0.00		0.00
15	21016CCAR	2X10X16 ROUGH SAWN .60 ACQ	EA	0.00		0.00
16		1ST GIRTS				0.00

Subject to our terms and conditions of sale. Further copies available on request.



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 Customer **07198**  
 Contact Name **MIKE ROLFE**  
 Contact Number **603 315-4377**  
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 Delivery **On 11/06/20**  
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 Sales Rep **ROBERT AUSTIN**

**BELLETETES - PEMBROKE**  
 129 Sheep Davis Road Pembroke, NH 03275  
 Phone: 603-224-7483

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 AUBURN, NEW HAMPSHIRE, 03032

Page 2 of 4

Line	Product Code	Description	Qty/Footage	Price	UOM	Total
17	2610RH	2X6X10 ROUGH HEMLOCK	EA	0.00		0.00
18	2612RH	2X6X12 ROUGH HEMLOCK	EA	0.00		0.00
19	2614RH	2X6X14 ROUGH HEMLOCK	EA	0.00		0.00
20		RH GIRTS APPROX 24 OC				0.00
21	2610RH	2X6X10 ROUGH HEMLOCK	EA	0.00		0.00
22	21012RH	2X10X12 ROUGH HEMLOCK	EA	0.00		0.00
23		RH CARRIER CAPS				0.00
24	21010RH	2X10X10 ROUGH HEMLOCK	EA	0.00		0.00
25		RH GABLE CARRIERS				0.00
26	zz_SO-EWP-LF_5988	11-7/8" LVL CARRIERS	LF	0.00		0.00
27	14L	1/4 4X8 5.5MM LAUAN / PREM. UNDERLAYMENT	EA	0.00		0.00
28		DOOR PACKING				0.00
29	zz_SO-TRUSSES_1515	20' TRUSS, 6/12 PITCH, 32" OC	PKG	0.00		0.00
30	H25AZ	HURRICANE TIE STRAP Z-MAX (RT7A-TZ)	EA	0.00		0.00
31	N10D1	1-1/2" HANGER NAIL 1LB #10 (NA9D-1MC)	BX	0.00		0.00
32	2416KD	2 X 4 - 16' KD WESTERN PREM. SPRUCE	EA	0.00		0.00
33		KD MATERIAL FOR LOOKOUTS AND BRACING				0.00





**BELLETETES - PEMBROKE**  
 129 Sheep Davis Road Pembroke, NH 03275  
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## Quotation

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**Job**  
**Contract** - No Contract -  
**Your Ref**  
**Delivery** On 11/06/20  
**Taken By** 241  
**Sales Rep** ROBERT AUSTIN

### Invoice Address

**Delivery Address**  
 BOB AUSTIN COD ACCOUNT  
 AUBURN, NEW HAMPSHIRE, 03032

Page 3 of 4

Line	Product Code	Description	Qty/Footage	Price	UOM	Total
34	2416KD	2 X 4 - 16' KD WESTERN PREM. SPRUCE	EA	0.00		0.00
35		KD PURLINS, 24" OC				0.00
36	DB4250	ULTRA DIAMOND 4'X250' SYNTHETIC ROOF UNDERLAYMENT	RL	0.00		0.00
37	zz_SO-ROOFING_125 14	PAINTED METAL ROOFING - 29 GA	EA	0.00		0.00
38	zz_SO-ROOFING_125 15	PAINTED 2" ROOFING SCREW	EA	0.00		0.00
39	zz_SO-ROOFING_125 16	PAINTED METAL RIDGE CAP - 10'	EA	0.00		0.00
40	SLM	3/8"X45' BUTYL SIDE LAP MASTIC	RL	0.00		0.00
41	ELM	ROLLTAPE-1"X 3/32"X45' ENDLAP	RL	0.00		0.00
42	IFS	3' IS CLOSURE W/ADHESIVE 2 SIDES #CL-ABCIMP-IGG	EA	0.00		0.00
43	VERSAVENT	1"X2" HIP&RIDGE VENT 20LF/PKG	EA	0.00		0.00
44	zz_SO-ROOFING_125 17	PAINTED EAVE TRIM - 10'	EA	0.00		0.00
45	zz_SO-ROOFING_125 18	PAINTED GABLE TRIM - 14'	EA	0.00		0.00
46	6SOFFIT	6" SOFFIT SCREENING (100' ROLL)	RL	0.00		0.00
47	3410WDC	3/4X10 WHITE WINDOW DRIP CAP (L&R#466400)	EA	0.00		0.00
48	18SHIP	1X8 STD WP-11 SHIPLAP (3/4" ROUGHERHEAD)	LF	0.00		0.00
49	2816KD	2 X 8 - 16' KD WESTERN PREM. SPRUCE	EA	0.00		0.00

Subject to our terms and conditions of sale. Further copies available on request.



**BELLETETES - PEMBROKE**  
 129 Sheep Davis Road Pembroke, NH 03275  
 Phone: 603-224-7483

# Quotation

**Quote No** 159595  
**Quote Date** 11/06/2020  
**Expiration Date** 12/07/2020  
**Customer** 07198  
**Contact Name** MIKE ROLFE  
**Contact Number** 603 315-4377  
**Job**  
**Contract** - No Contract -  
**Your Ref**  
**Delivery** On 11/06/20  
**Taken By** 241  
**Sales Rep** ROBERT AUSTIN

## Invoice Address

**Delivery Address**  
 BOB AUSTIN COD ACCOUNT  
 AUBURN, NEW HAMPSHIRE, 03032

Page 4 of 4

Line	Product Code	Description	Qty/Footage	Price	UOM	Total
50	13S3S	1X3 STD. S1S2E PINE BATTENS (3/4" ROUGHERHEAD)	LF	0.00		0.00
51	14S3S	1X4 STD. S1S2E PINE (3/4" ROUGHERHEAD)	LF	0.00		0.00
52	16S3S	1X6 STD. S1S2E PINE (3/4" ROUGHERHEAD)	LF	0.00		0.00
53	18S3S	1X8 STD. S1S2E PINE (3/4" ROUGHERHEAD)	LF	0.00		0.00
54	110S3S	1X10 STD. S1S2E PINE (3/4" ROUGHERHEAD)	LF	0.00		0.00
55	zz_SO-WINDOWS_66 15	MB 2420DH UNITS	EA	0.00		0.00
56	zz_SO-EXTDOORS_4 523	3068 PASS DOOR ALLOWANCE	EA	0.00		0.00
57	1103326	SCH F51 PLY KEYLOCK 622 BLACK	BX	0.00		0.00
58	zz_SO-GARAGEDOO R_0203	9'x8' MODEL #3285 - 3 DOORS	EA	0.00		0.00
59	GRK6RSSB	GRK RSS SCREW 5/16X6 300 PCS/PK	BOX	0.00		0.00
60	GL24ASBS	SEN 2-3/8" 8D FRH H/DIP G/R 2.5M	BX	0.00		0.00
61	S12DGAL-FH	3-1/4" GALVANIZED WIRE COLLATD	BX	0.00		0.00

PRE-STAIN 1 COAT \$2850.-  
 SIDING + TRIM

Prices in this estimate are valid for 10 DAYS only from the quote date! There's NO implied or expressed warranty on the material / spec needed to comply with project requirements. There is NO guarantee of any kind as to the accuracy of the typed estimate. Buyer assumes responsibility for their needs. Pricing is based on complete purchase of the estimate. Any change or reduction in the value of this estimate will require a review and repricing based on the new value. Sales Tax will be added to any DELIVERY made into a state requiring collection.

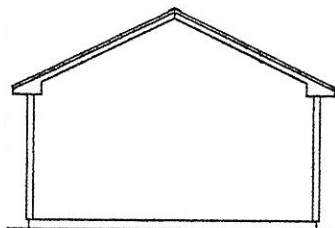
Total Amount	\$24,982.57
Sales Tax	\$0.00
Quotation Total	\$24,982.57

Buyer

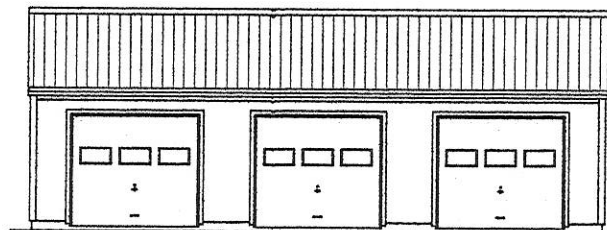
Date

Subject to our terms and conditions of sale. Further copies available on request.

17,500.00  
 70% 42,500.00  
 Floor 3000.00  
 Footing 2280.00  
 47,780



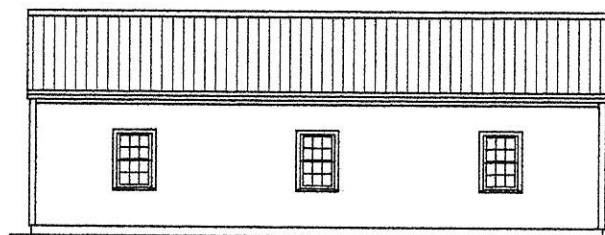
LEFT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



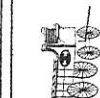
BACK ELEVATION

PRELIMINARY ONLY

THESE PLANS ARE THE PROPERTY OF BELLETTER  
AND MAY NOT BE REPRODUCED OR DUPLICATED  
WITHOUT THE EXPRESS WRITTEN APPROVAL OF  
BELLETTER INC.

MIKE ROLFE  
55 EATON HILL ROAD  
AUBURN, NH 03032  
603 315-4372  
PROPOSED STORAGE

PLAN ELEVATIONS



A & B BARN  
A DIVISION OF BELLETTER, INC.  
129 SHEEP DANCE ROAD  
FERRISBURGH, NH 03275

TEL (603) 224-7483 FAX (603) 225-7585

SCALE: 1/4" = 1'-0"  
DATE: 6 NOV 2020  
DRAWN BY: TWP  
SALES PERSON: RMA  
SIZE: 20"x40"x10"

DRAWING NO.

A3.1

ROLFE

# 2021 PROPOSED IMPROVEMENTS OTHER THAN BUILDINGS

## TOWN OF AUBURN

		1	2	3	4	5	6	7	8	9
		Expended	Expended	Expended	Budgeted	Expended YTD	Dept/Comm	% Chg	BOS	Budget Comm
		2017	2018	2019	2020	2020	Request	20/21	Approved	Approved
							2021		2021	2021
		As of December	As of December	As of December	As of December	As of November				
<b>General Fund</b>										
<b>Improvements Other Than Bldgs</b>										
1 01-4909-0-000-0	Improvements Other than Buildings	3,621.62	78,777.84	0.00	0.00	0.00	25,000.00	100%		
Narrative for Column # 6										
Electronic Record Storage										
<b>Improvements Other Than Bldgs Total</b>		<b>3,621.62</b>	<b>78,777.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>100%</b>	<b>0.00</b>	<b>0.00</b>
<b>Grand Total:</b>		<b>3,621.62</b>	<b>78,777.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>100%</b>	<b>0.00</b>	<b>0.00</b>

## **Document Management and Scanning Estimate**

August 22, 2019

Prepared Exclusively For:

# **Town of Auburn, NH**

Prepared by  
David Febonio  
Business Process Consultant  
[dfebonio@nedocs.com](mailto:dfebonio@nedocs.com)  
(603) 625-1171 x553





New England  
**DOCUMENTSYSTEMS**

Adele Frisella  
Town of Auburn, NH  
47 Chester Rd  
Auburn, NH 03032

Dear Ms. Frisella,

It was a pleasure meeting with you and reviewing your records for conversion. On behalf of New England Document Systems and myself, I would like to thank you for considering us for your document management needs.

New England Document Systems provides several benefits to our customers. Below are just a few benefits we can provide to the Town of Auburn.

- Over 35 years of industry expertise
- Superior customer service and technical support
- Increased process efficiency
- Improved document security
- Decreased labor costs
- Enhanced record accessibility
- Rigorous quality assurance measures
- Custom solutions for your unique circumstances

The business philosophy of NEdocs can be summarized with one word: **sprinkles**. We believe in creating solutions that will truly benefit our customers and address your unique needs. We never hesitate to go above and beyond for our customers, providing them with much more than just a service – we forge partnerships.

Our unique philosophy also applies to our own staff. **We are proud to say that more than 30% of our employees have been with us for over 5 years, almost 20% over 15 years, and 12% over 20 years!**

On behalf of the NEdocs team, we thank you for the opportunity and consideration to earn your business, and I look forward to becoming a long-term partner of the Town of Auburn.

Leaders in Document Retention Services Since 1983  
750 East Industrial Park Drive Manchester, NH 03109-5630  
(603) 625-1171 - [Inquiries@NEdocs.com](mailto:Inquiries@NEdocs.com)  
[www.NEdocs.com](http://www.NEdocs.com)





**Town of Auburn**  
**Basement Planning/Building/Zoning Records**  
**(52) 34" Open Shelving Units**

Service	Description	\$Price /Unit		Amount		Total
Scanning	Per Image	.07	x	167,960	=	\$11,757.20
Indexing: Map n Lot# on Folder	Per File	.10	x	2,720	=	\$272.00
Clerical Preparation	Hourly	25.00	x	210	=	\$5,250.00
FTP Upload of PDF/A's	Per Upload	15.00	x	1	=	\$15.00
Secure Shredding	Per Image	.003	x	167,960	=	\$503.88
Transportation	Per Trip	20.00	x	1	=	\$20.00
				Estimate		\$17,818.08

**Internal mixed drawings within the property folders**

Service	Description	\$Price /Unit		Amount		Estimated Total
Scanning of E size drawings	Per Plan	1.50	x	2,300	=	\$3,450.00





### Warrants

#### (16) 2.5" Binders (No Books)

Service	Description	\$Price /Unit		Amount		Total
Scanning	Per Image	.07	x	7,200	=	\$504.00
Indexing: Year	Per File	.10	x	16	=	\$1.60
Clerical Preparation	Hourly	25.00	x	4	=	\$100.00
Secure Shredding	Per Image	.003	x	7,200	=	\$21.60
				Estimate		\$627.20

### Meeting Minutes

#### Cost per 3" Binder

Service	Description	\$Price /Unit		Amount		Total
Scanning	Per Image	.07	x	540	=	\$37.80
Indexing: Department & Year	Per File	.25	x	1	=	\$.25
Clerical Preparation	Hourly	25.00	x	.5	=	\$12.50
Secure Shredding	Per Image	.003	x	540	=	\$1.62
				Per Binder		\$52.17







### Deeds

#### (1) 26" Lateral Drawer (1) 15" Vertical Drawer

Service	Description	\$Price /Unit		Amount		Total
Scanning	Per Image	.07	x	6,150	=	\$430.50
Indexing: Name	Per Deed	.10	x	2,720	=	\$272.00
Clerical Preparation	Hourly	25.00	x	6	=	\$150.00
				Estimate		\$852.50

### Human Resources

#### (2) 10" Lateral Drawer Rows

Service	Description	\$Price /Unit		Amount		Total
Scanning	Per Image	.07	x	3,000	=	\$210.00
Indexing: Employee Name	Per File	.25	x	100	=	\$25.00
Clerical Preparation	Hourly	25.00	x	5	=	\$125.00
Secure Shredding	Per Image	.003	x	3,000	=	\$9.00
				Estimate		\$369.00





**Accounts Payable**

**(4) 10" Lateral Drawer Rows**

<b>Service</b>	<b>Description</b>	<b>\$Price /Unit</b>		<b>Amount</b>		<b>Total</b>
Scanning	Per Image	.07	x	7,200	=	\$504.00
Indexing: Vendor Name	Per File	.25	x	100	=	\$25.00
Clerical Preparation	Hourly	25.00	x	9	=	\$225.00
Secure Shredding	Per Image	.003	x	7,200	=	\$21.60
				Estimate		\$775.60

\*This proposal is based on an estimate of the quantity of work to be processed.

The final cost is determined by the actual count of total images processed through the scanners.





## ImageSilo

### Cloud-Based Project Pricing

ImageSilo - Hosted Storage Solution	
Remote host "Cloud" for images and unlimited concurrent user access for image retrieval, viewing, email and printing.	
Monthly Charge includes 3GB Storage = approximately 8 4 drawer file cabinets of paper	\$150/Month
Additional Storage for 4-9 GB	\$45/GB/Month
Additional Storage for 10-25 GB	\$35/GB/Month
Additional Storage for 25-50 GB	\$30/GB/Month
All upgrades/support/maintenance included	
*One time project set up, installation and user training	\$1,200.00/Day

\*Estimated at one day



## 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: December 11, 2020

Re: Current Status of Major Town Reserve Funds

Through the remainder of FY 2020, barring anything total unforeseen, the following are the anticipated year end fund balances of the major capital reserve or expendable trust funds available to the Town:

Town Buildings Rehabilitation Fund:	\$141,399.03
Town Property Rehabilitation Fund:	\$ 58,200.00
Equipment and Fleet Maintenance Fund:	\$ 20,900.50
Accrued Benefits Liability Reserve Fund:	\$ 30,671.14

The Board has a request from Fire Chief Williams through the approved Capital Improvement Plan to establish a new Cistern & Dry Hydrant Emergency Maintenance Reserve Fund with an initial appropriation of \$5,000 in FY 2021.

And the Board and the Road Agent have had a discussion about the potential of establishing a Roads or Infrastructure Emergency Repair Fund of potentially \$100,000 as an insurance policy for the Town to assist in repairs following a major disaster incident such as a flood, major winter and ice storms, etc.

Thank you for your consideration.

	2020 Wkly Hours	Budget 2020	YTD Exp (11/2020)	2021 Wkly Hours	2021 Default	2021 w/Step		2019 Avg Wkly Hrs
Library Director	40.00	66,980	58,318.68	40.00	68,165	68,278		35
Library Assist								
Gardner	17.50	17,998	12,083.86	13.00	13,615	13,683	YTD Hrs 613divide by 47 wks = 13.04 hrs per wk	13.63
Hrubiec	21.00	21,903	17,588.85	17.75	19,610	19,986	YTD Hrs 862divide by 47 wks = 18.34 hrs per wk	20.25
L'Italien	6.00	5,310	5,264.57	7.00	6,382	6,467	YTD Hrs 306.25divide by 47 wks = 6.52 hrs per wk	5.54
Szczesney	13.00	11,884	8,312.00	10.00	9,484	9,547	YTD Hrs 467divide by 47 wks = 9.94 hrs per wk	8.35
Unknown	8.00	1,764	-	0.00	-	-		
Sub Total	65.50	58,859	43,249	47.75	49,091	49,683		
Library Tech	10.00	9,790	9,376.07	11.00	10,432	10,501	YTD Hrs 467divide by 47 wks = 11.15 hrs per wk	10.19
<b>Grand Totals</b>	<b>115.50</b>	<b>135,629</b>	<b>110,944</b>	<b>98.75</b>	<b>127,688</b>	<b>128,462</b>		

CARES Fun Rec'd

Director	2,289.58
Assistants	2,546.60
Technical	348.26
	5,184.44

**Town of Auburn  
Board of Selectmen  
December 7, 2020  
Minutes  
7:00 PM**

**Selectmen Present:** Keith Leclair, Todd Bedard and Michael Rolfe

**Others Present:** Road Agent Michael Dross, Health Officer Paul Raiche, Michael DiPietro, Police Chief Ray Pelton, Finance Director Adele Frisella, Town Administrator William Herman and Nancy Hoijer, Recording Secretary

**Call to Order – Pledge of Allegiance**

Mr. Leclair called the meeting to order at 7:00 PM and led the Pledge of Allegiance.

**Approval of Payroll Manifest for the Week of December 7, 2020 (inclusive of FY 2020 Longevity Pay Manifest) - \$70,904.17**

*Mr. Bedard motioned to approve the Payroll Manifest for the Week of December 7, 2020 in the amount of \$70,904.17. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.*

**Approval of Consent Agenda – Week of December 7, 2020**

Mr. Leclair read out loud the Consent Agenda for the Week of December 7, 2020 some of which included: An Abatement/Refund request and three (3) Pistol/Revolver licenses.

*Mr. Bedard motioned to approve the Consent Agenda for the Week of December 7, 2020. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.*

**Appointments with the Board**

**Town Response to Covid-19 and State of Emergency Declaration**

**General Update on Town Issues**

Chief Pelton reported there are currently 24 active cases of Covid-19 in Auburn, the highest total to date..

**Final Update on CARES Act & Grant Funding**

Mr. Herman reported the final list was compiled and all funds are in. A total of \$202,276 in CARES Act, First Responder Stipends and Secretary of State Election reimbursement funds were received in addition to a private grant of \$5,000 elections.

Mr. Leclair commended everyone for doing a great job maximizing the potential relief revenue. Mr. Rolfe agreed they did a good job.

## **Town Budget Presentations**

### **Health Officer – Paul Raiche**

Mr. Raiche presented the proposed FY 21 budget for Health Administration in the amount of \$355 which is level funded from last year.

Mr. Raiche indicated he could decrease the Health Mileage line by \$50 and the Health Dues and Memberships line by \$55.

Mr. Leclair asked the status of campgrounds opening in the spring and Chief Pelton indicated currently they can open with restrictions. Mr. Raiche agreed.

***Mr. Bedard motioned to approve the FY 21 Health Administration budget in the amount of \$250. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

### **Highway Department – Michael Dross**

Road Agent Dross presented the proposed FY 21 Highway Department budget in the amount of \$1,104,101 which is a 10% increase over last year.

Mr. Dross proposed a new program for snow plowing which is being practiced by other communities and the State. During the winter snow period from November 15<sup>th</sup> to April 15<sup>th</sup>, hourly road crews would be paid a minimum of five hours per week if they don't work. There would be no change to the budget. The program is designed to be an incentive to keep workers available during lean winter weeks. There are costs to getting vehicles ready with equipment and giving up other plans when a storm is coming. The Board was in support of the program.

Road Agent Dross requested Shimming be increased by \$50,000. As road reconstruction project costs decrease, shimming increases. Road Agent Dross noted it is important to keep up with the work the Highway Department is doing. More shim and overlay equals less cold patching expenses.

Mr. Leclair asked about goals for next year and Road Agent Dross noted the Department will get as far as it can with what is budgeted. Road Agent Dross plans to focus on Hooksett Road, Spofford Road, Rockingham Road, and Eaton Hill Road. The developments are taking a hit by the church, Sun Valle and Hunting Road. The whole road should be done to Rattlesnake Hill Road. Nutt Road should have shim and overlay. When the water gets under things that is when we start losing everything. This year no ditch work was done. Two new roads were accepted by the Town recently, Haven and Juniper. Mr. Leclair asked how many linear feet each of the new roads added and Road Agent Dross indicated about 5,000 linear feet of new road.

Road Agent Dross noted Summer Subcontractors is increased by \$50,000. The driver is that things are not getting done because of storms. Three to four storms are budgeted for per year. Catch basins, culverts and ditch work needs to be done and when we have a storm event and go over budget it is taken from these areas. Road Agent Dross recommended having a \$100,000 storm fund for those purposes so it wouldn't have to be taken from general maintenance. Mr. Herman noted it could be created by Warrant Article. Catch Basin Maintenance is about \$125/hr. Bridge and Culverts would address a 4' culvert for Star Circle



and potentially Calef Road, Pingree Hill Road, Sandy, Knoll and Cohas Drive which are not planned.

Road Agent Dross noted road striping did not happen so will be leftover this year and hopefully they will come in the spring. Tree and brush contractors are supposed to be back on the 21<sup>st</sup>. Road Agent Dross noted crack sealing is a waste of money because it plows right up. Mr. Leclair recommended closing that line which is \$1.00.

Road Agent Dross noted Summer Gravel is for dirt roads such as Penny Lane, Kimball Point and Raymond Road.

Road Agent Dross noted the Department has 600 tons of salt on hand, estimated at \$30,000 and will stock up. Sand is screened when the Department has time before it freezes, and sand is purchased after that.

The Board agreed to discuss the \$100,000 emergency fund further and to remove crack sealing, a decrease of \$1.

***Mr. Leclair motioned to approve the FY 21 Highways & Roads budget in the amount of \$1,104,100. Mr. Bedard seconded the motion. A vote was taken Mr. Rolfe abstained, Mr. Bedard voted aye and Mr. Leclair voted aye. The motion passed 2-0-1.***

#### **Road Reconstruction – Michael Dross**

Road Agent Dross presented the proposed FY 21 Road Reconstruction budget in the amount of \$650,000 which is a 30% increase over last year.

Road Agent Dross recommended work on Squirrel Drive which is estimated at \$243,000; Depot Road (#184) to Candia Road which is estimated at \$125,000 and Hills Road which is estimated at \$250,000. Hills Road has off site funds that need to be used by next year totaling \$42,675. The Road Agent believed there were also funds for Dearborn Road and Copley Place totaling \$50,000 which will be looked into. The intersection of Depot Road and Hooksett Road is a safety priority and proposed to be reworked with cooperation with Manchester Water Works.

Road Agent Dross indicated Rockingham Road and Old Candia Road are major projects and could be done over two years by the Highway Department. Pingree Hill Road needs a top coat estimated at \$50,000 and Lakeview, Spofford Road and Dearborn Road at approximately \$15-\$20,000.

Mr. Dross noted it would be a good idea to publish a notice in the Town Crier advising residents not to push their snow into the street and asked for the Police Department to issue warnings. Heavy, wet snow can quickly become as hard as cement and is dangerous to drivers and road crews and damages expensive equipment.

Mr. Leclair noted the Town's budget is up by \$350,000 and the School's budget is up by \$400,000 and recommended reducing the Road Reconstruction budget by \$50,000 to \$600,000.

***Mr. Bedard motioned to approve the FY 21 Road Reconstruction budget in the amount of \$600,000. Mr. Leclair seconded the motion. A vote was taken Mr. Rolfe abstained, Mr. Leclair voted aye and Mr. Bedard voted aye. The motion passed 2-0-1.***



## **General Government Buildings & Maintenance – Bill Herman/Adele Frisella**

Mr. Bedard obtained an estimate from Consolidated to see if the Town could reduce its phone and internet service costs discussed at the previous meeting. Mr. Bedard noted review and negotiations would take about three months to implement and recommended not holding up the FY 21 budget and looking at it next year.

***Mr. Leclair motioned to approve the FY 21 Buildings & Maintenance budget in the amount of \$122,644. Mr. Bedard seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

The Board received an estimate for replacement of smoke and heat detectors at Town Hall for \$2,754 and will look into other estimates for the 18 smoke and seven heat detectors to be installed. A second quote will be sought for this work.

## **Storage Garage Building**

Mr. Rolfe obtained a quote from Belletetes for the proposed 20'x40' storage building for Parks & Recreation and the Police and Fire Departments which including labor, flooring, footing or foundation. Mr. Rolfe noted he would take care of the grading and recommended having service doors.

Mr. Leclair noted a 20'x40' building cut into thirds would be tight, especially with vehicles in there. The Fire Department has a gator and trailer to store and the Police Department may need space to process search warrant on a vehicle. Mr. Bedard noted Parks & Recreation has items stored all over town, some at people's homes. The small skating rink to be stored by Parks & Recreation would fit on a pallet when disassembled and would require many volunteers to move.

Mr. Leclair indicated Mr. Villeneuve had recommended 20'x60'. Chief Pelton noted items stored now in the self-storage units have no racking and almost everything has to be removed just to get to the folding tables.

Mr. Rolfe will get another quote for a 20'x60' storage building and noted it was easy to calculate the difference in floor and footing. Money could be saved if not doing a full foundation.

## **New Business**

### **FY 2021 Deliberative Session – January 30, 2021**

The Board discussed possible locations and styles of conducting the Deliberative Session in the event Covid is an issue. Mr. Leclair noted he was in favor of in person. Mr. Herman noted other options are more complicated but include a virtual meeting and drive through.

Mr. Leclair will call Mr. Villeneuve to see what the School would like to do. This year the Town goes ahead of the School. Mr. Herman noted the snow day is the following Saturday.

## **Fire Department Request to Dispose of Aged Radio Equipment**

Chief Williams provided a list of aged radio equipment the Department would like to dispose of, for review and acceptance by the Board.

***Mr. Bedard motioned to give Fire Chief Williams authority to dispose of radio items listed in his email to the Town Administrator dated November 4, 2020. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

### **Fire Department Notified of Software Change**

Fire Chief Williams notified the Board Firehouse software will migrate over to the new ESO software program and is charging roughly \$10,000 more. This will need to be added to the budget approval process. Mr. Herman reported the Chief and Fire Officers would prefer to move to Red Alert, which Derry Fire already uses. The Chief believes it would be less expensive and he could fund from FY 2020 budget.

***Mr. Bedard motioned to authorize Fire Chief Williams to purchase Red Alert software in an amount not to exceed \$10,000 out of this year's budget. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

### **Old Business**

#### **Update on Street Lights – LED Conversion Project**

Mr. Herman reported Affinity delivered all lighting supplies to Pingree Hill Station last week, and a dumpster was due to be delivered today. Work should begin late Tuesday afternoon or Wednesday morning.

#### **Report/Comments of Ex-officio Board Representatives**

Mr. Bedard reported Parks & Recreation met and discussed the updated budget. The facilities management position is working out well. Ray's Excavation offered to put up and take down the flags all over Town.

Mr. Leclair reported the Budget Committee met on Thursday. The Committee is down a few members. Mr. Herman noted next week the Board of Selectmen will review Reserve Funds, Records Storage and the Library Director's request for an additional position.

### **Other Business**

#### **Next Meetings/Events**

Monday, December 14, 2020 – Board of Selectmen's Meeting – 7:00 PM

Monday, December 21, 2020 – Board of Selectmen's Meeting – 7:00 PM

### **Minutes**

#### **November 30, 2020 Public Meeting Minutes**

***Mr. Bedard motioned to approve the November 30, 2020 Public Meeting Minutes. Mr. Rolfe seconded the motion. With all in favor, the motion passed unanimously.***

### **Adjourn**

***Mr. Leclair motioned to adjourn the meeting at 8:57 PM. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.***

Respectfully submitted,

Nancy Hoijer,  
Recording Secretary