

**Town of Auburn
Board of Selectmen
April 5, 2021
Town Hall**

7:00 p.m.

() Call to Order – Pledge of Allegiance

Approval of Payroll Manifest for the Week of March 29, 2021 -- \$64,370.81

Approval of Accounts Payable Manifest for the Week of April 5, 2021

Approval of Consent Agenda – Week of April 5, 2021

() Appointments with the Board

Residents of Anderson Way – Speed Limit

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

() New Business

Resignation of Health Officer

Volunteers to Date for Potential Broadband Committee

NH House Budget – Highway Block Grant Funds

() Old Business

E-Waste Collection Event – Date Change

Safety Complex Insulation

Storage Building Project

Pingree Hill Fire Station Painting

() Report / Comments of Ex-officio Board Representatives

() Other Business

() Next Meetings / Events

Monday, April 19, 2021 – Board of Selectmen's Meeting – 7:00 PM

Monday, May 3, 2021 – Board of Selectmen's Meeting – 7:00 PM

() Minutes

- March 22, 2021 Public Meeting
- March 22, 2021 Non-Public Meeting (x2)
- March 8, 2021 Non-Public Meeting (x4)

() 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."

Bill Herman

From: Diana Carrillo <dentista82@gmail.com>
Sent: Wednesday, March 31, 2021 11:46 PM
To: Bill Herman
Subject: Re: Anderson Way

Hello Bill, and thank you very much for your prompt reply. I'm sorry I hadn't had time to sit down and reply to you. We will gladly attend on Monday night to discuss with the board.

Thanks for the explanation on the speed limits as I was having a hard time finding something like this on the Auburn website. We have long been having issues with people speeding on Anderson Way and we have been concerned for a while. I know in the past one of our neighbors requested the "No Outlet" sign in for the beginning of the road to help reduce people speeding but it hasn't helped much. They also inquired about a change in the speed limit but I think they were simply referred to the guidelines you showed me and nothing else was done. We have also placed "slow down" signs all over the road and they somehow help but not much. There are only 7 houses on this road and we have a lot of kids that live on Anderson's Way. There are a total of 17 kids that live on this road ranging from ages 8 months to 10 years old, and these kids ride bikes and play outside A LOT. There's also lots of dogs that live on the road so there's also a lot of dog walking. Not to mention all the other Auburn residents and pets that walk on our road daily. We have quite a lot of foot traffic. We understand that one should always be alert when walking on a road, especially one without sidewalks, and keep an eye on kids playing outside but being a cul de sac, we want to believe it's a relatively "safer" road. We have had many scares with cars nearly running over people or our pets while we are out on walks or playing on or near our driveways.

One of the big issues of this road and the current speed limit is that it's not a straight road. It has quite a pronounced curve and lots of tall trees on one side of the road so not much visibility as you're driving into the cul de sac and/or coming from it. If we are walking on the road we could hear that a vehicle is coming but there would be little time to react if such vehicle is driving too fast past that curve. This has been the case on most of the times we have had people nearly ran over. The last scare we had was one of our neighbors and her dog having to pretty much quickly throw themselves on the grass as a car was coming too fast and didn't see her until it was too late to slow down. We have to signal and often yell at drivers to slow down pretty much all the time. Delivery trucks are very notorious for speeding. We think it just doesn't make sense that a small residential road that it's not straight and not a main road, and that is also such a short road with no outlet has the same speed limit as a main road like Pingree Hill or even Chester Rd. We want to be able to feel safe when we are out there for a walk or when the kids are just riding their bikes and playing.

I just wanted to let you know about our concerns as a neighborhood before the meeting and we'd love to see what options we have to make our road safer for our families and the other Auburn residents that walk our road. Thank you so much for replying again and for paying attention to our concerns, and we will hopefully see you on Monday!

Sincerely,
Diana Carrillo of 10 Anderson Way

Sent from my iPhone

On Mar 26, 2021, at 11:26 AM, Bill Herman <townadmin@townofauburnnh.com> wrote:

Thank you for reaching out to the Town of Auburn. Your inquiry concerning the speed limit on Anderson Way has been referred to me.

By state statute, the Board of Selectmen ultimately is responsible for Town roads, including the speed limits. However, they have little discretion in this area as state law establishes the speed limits for all Class V road (which are Town owned and maintained roads) as 35 miles per hour. There is a process defined in the statutes which would allow the Board to look at a specific road and consider the potential of a speed limit reduction, but it involves an engineering review process to determine the road can not physically support traffic at 35 MPH. The statute would only allow the Board to potentially reduce a speed limit to 30 MPH.

In Auburn, like most communities in the state, the Town's subdivision standards includes design standards for roads to be built. Those standards are for roads that would support 35 MPH traffic, which would make it difficult for the Board to reach a conclusion that would be in compliance with the statutory standards. That is important in order for the Auburn Police Department to be able to enforce the posted speed limit.

I would be more than willing to share your concerns with the Board of Selectmen at the next meeting on Monday, April 5th at 7:00 PM. Or you more than welcome to attend the meeting and discuss this directly with the Selectmen. I suspect they would initially ask the Police Chief to place the mobile speed trailer on the road as one step, in addition to performing more directed patrols of the area in a deterrent effort.

Bill

Bill Herman, CPM
Town Administrator
Town of Auburn
PO Box 309
Auburn, NH 03032
(603) 483-5052, ext. 111

<image001.jpg>

NOTICE: Privacy should not be assumed with e-mails associated with Town business. Under New Hampshire's Right-to-Know law (RSA 91-A), documents – including e-mail communications – in the possession of public officials or public agencies concerning Town business are classified as public records that may be subject to public disclosure.

-----Original Message-----

From: Diana Carrillo <dentista82@gmail.com>

Sent: Friday, March 26, 2021 8:47 AM

To: Kathleen Sylvia <townclerk@townofauburnnh.com>

Subject: Anderson Way

Hello,

I am a resident of Anderson Way in Auburn. I'm just looking for some guidance on who to contact or what the process is to attempt to request a speed limit change on our road or some help on figuring out how to avoid people speeding down our road which is a cul de sac and has a speed limit of 35, which is very high for a residential area anyway. We have had many scary incidents with speeding drivers nearly running over walking adults, children and pets, and it's been happening more lately for some reason. Could you please advice or guide me into the right direction?

Thanks!!

Sent from my iPhone

Auburn Town Hall
47 Chester Road
Auburn, NH 03032
March 24, 2021

Town of Auburn Selectmen:

This is my official resignation as Health Officer for the Town of Auburn, effective immediately, but I will address any pending cases.

It has been my privilege to serve the citizens of Auburn in this capacity. I would like to thank all those people who have assisted me in this position over the years.

Sincerely,

Paul Raiche
Paul Raiche

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: April 2, 2021

Re: Interest in Broadband Study Committee

As of today, there have been three Auburn residents who have expressed an interest in participating in a Broadband Study Committee for the community. This was from a call for volunteers published in the April edition of the Auburn Village Crier.

The three individuals include Jan Gonsalves of Cedar Crest Lane, David Oliveira of Westford Drive and Beth Thomerson of Wood Hill Drive.

With The Crier having only been out for a few days at this point, I would recommend the Board consider waiting until your next meeting on April 19th before potentially appointing a committee and charging it with its duties.

Thank you for your consideration.

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: March 26, 2021

Re: State Budget and State Revenues

As a further update on actions at the State House, Division II of the House Finance Committee on March 25th added \$4 million to the High Block Grant appropriations line which would, effectively, have the revenue source remain level funded for municipalities.

For the Town of Auburn, should this remain in place through the remaining budget process, we would realize an increase of approximately \$33,600 over what had been anticipated during the Town budget process.

At this point, the Legislative process is that the work and recommendations of the three individual divisions of the House Finance Committee are scheduled to be presented to the full House Finance Committee on April 5th. The Finance Committee as a whole is scheduled to assemble the three sections into a complete State budget on that date and move it forward to the full House of Representatives for their consideration on session days scheduled for April 7th through 9th. The Speaker's Office is indicating the budget will take priority and will be the first order of business for the full House.

Whatever action the House takes on a State budget is then handed to the State Senate who then gets its turn to make adjustments and approve a budget package. That will take until the end of May or very early June. Assuming there are differences between the House and Senate budget proposals (there always is), a Committee of Conference would be established to work out those difference and, hopefully, get a final budget package to the Governor by mid-June.

In 2020, Auburn received a total of \$163,589.44 in Highway Block Grant funds. The Town was advised last fall by the NH Department of Transportation to anticipate less funds in FY 2021 and, as a result, the Town's FY 2021 budget package included \$130,000 in Highway Block Grant revenue. Any increase over that amount would obviously be a plus for the community.

Thank you for your consideration.

Quality Insulation**Lic# NONE ON FILE**

110 Perimeter Rd Nashua, NH 03063-1301

Tel: (603) 889-6647, Fax: (603) 889-1058

WORK AGREEMENT

TO: TOWN OF AUBURN NH		RE: 55 Eaton Hill Rd / Insulation	
Address: PO BOX 309, AUBURN, NH, 03032		Address: 55 EATON HILL RD AUBURN, ROCKINGHAM, NH, 03032	
Attn:		Date: 10/08/2020	Expiration Date: 01/06/2021
Tel: (603) 483-5052		Estimator: Russell, Michael C	
Fax:		Quote #: 76935366	Version 1 of 1
		Division #: 675 - NASHUA NH, QI	

Subject to the terms and conditions stated in this agreement, Contractor is willing to furnish to you all material and labor required for the Scope of Work described below:

Scope of Work (the "Work") to be performed:

Draft stop, fire block, fire stop (UBC 708.2.1 et seq., formerly 2516(f), or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed below.

Plan #: NA / NA**Trade:** INSULATION

Work Area	Product	Notes
CEILING AREA VAULTED	NOM. 9" OPEN CELL FOAM R-32 BAYSEAL OC & THERMAL BARRIER COATING	INSTALL 9" OPEN CELL FOAM AND THERMAL BARRIER PAINT ON THE ROOF LINE OF THE ATTIC AREA
GABLE WALLS	NOM. 5.75" OPEN CELL FOAM R-21 BAYSEAL OC & THERMAL BARRIER COATING	INSTALL 5.75" OPEN CELL FOAM AND THERMAL BARRIER PAINT ON THE GABLE END WALL OF THE ATTIC AREA

Base Price: \$11,767.00 **Additional Information:**

NOTE: This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

TERMS OF PAYMENT: Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties.

ACCEPTANCE: Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

PRICING: The prices stated in the Scope of Work above will remain firm for 90 days after the Date stated above. If performance of this agreement extends beyond this 90 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 90 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.

CUSTOMER:**CONTRACTOR:**By: _____
SIGNATURE TITLEBy: _____
SIGNATURE TITLE

Company Name _____

Date: _____

THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERMS MAY BE DISCLOSED TO THIRD PARTIES.

1. **ACCEPTANCE.** This agreement is expressly limited to and made conditional upon your acceptance of its terms and conditions. Any of your terms and conditions which are in addition to or different from those contained herein which are not separately agreed to in writing (except additional provisions specifying quantity, description of the products or work ordered and shipping instructions) are deemed material and are hereby objected to and rejected. You waive your objection to any terms and conditions contained herein if Contractor does not receive written notice of your objection within ten business days of the date of this agreement. You will in any event be deemed to have assented to all terms and conditions contained herein if any part of the products or work described herein are provided or performed. Please note particularly the Limited Warranty, Limitation of Remedies and Limitations on Actions and Liability provisions set forth below. You acknowledge that the prices stated are based on the enforceability of these terms and conditions, and on the Limited Warranty, Limitation of Remedies and Limitation of Actions and Liability provisions below, that the price would be substantially higher if Contractor could not limit its liability as herein provided, and that you accept these provisions in exchange for such lower prices.

2. **LIMITED WARRANTY.** All work performed by Contractor is warranted to be free from defects in material and workmanship for one year from the date of completion of the installation subject to the terms below. Contractor makes no warranties regarding products sold but assigns to you any manufacturer warranties relating to the products. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This limited warranty does not cover damages relating to (a) accident, misuse, abuse, neglect, or normal wear and tear; (b) failure to use or maintain the product in accordance with manufacturer's instructions; and (c) alteration, repair or attempted repair by anyone other than Contractor or its authorized representative. You shall be solely responsible for the correctness of the plans and specifications and shall release and hold harmless Contractor from any damages resulting from improper, inadequate or vague information supplied by you. Contractor does not take on any obligation to inspect or evaluate the work of other parties in any manner or aspect. This warranty is not transferable.

3. **INSURANCE.** Contractor shall maintain workers' compensation (employer liability), as required by law, and \$1,000,000 in general liability insurance while performing the work. Contractor reserves the right to be self insured to the extent allowed by applicable law. Contractor does not agree to name any other persons or entities as additional insureds.

4. **LIMITATION OF REMEDIES.** Your sole and exclusive remedy against Contractor for any and all claims for damages arising out of or alleged to have arisen out of the Work will be limited to the repair or replacement by Contractor, at Contractor's option, of any nonconforming work or to the issuance of a credit for such nonconforming work in accordance with these terms and conditions provided Contractor is given a reasonable opportunity to inspect the work and confirms such nonconformity. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Contractor is willing and able to repair or replace the nonconforming work and, in any event, Contractor's maximum liability for any damages shall be limited to the total amount paid to Contractor for the Work under this agreement. This Limitation of Remedies clause shall apply to the parties to this agreement as well as to the current owner(s) of the project and its/ their respective successors and assigns. If you receive a claim for damages by any owner arising out of or alleged to have arisen out of the Work, you agree to give written notice to Contractor of the claim and provide Contractor an opportunity to inspect the alleged damages within 30 days after Contractor's receipt of the notice. If you fail to give the required notice and/or fail to allow Contractor an opportunity to inspect the alleged damages within 30 days, you hereby waive any and all rights for damages and/or correction of work against Contractor. This Limitations of Remedies may be plead as a complete bar to any action in violation of this clause.

5. **LIMITATIONS ON ACTIONS AND LIABILITY.** All claims and/or lawsuits including but not limited to claims or lawsuits for indemnity and/or contribution against Contractor arising under this agreement must be made within 13 months from the date of completion of the installation. **CONTRACTOR WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM DELAY IN DELIVERY OF THE PRODUCTS OR FOR ANY FAILURE TO PERFORM THAT IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. CONTRACTOR DISCLAIMS ALL LIABILITY FOR ANY AND ALL DAMAGE WHICH MIGHT BE SUSTAINED BY ANY PERSON WHO MAY BE ALLERGIC TO OR AFFECTED BY THE EMANATION OF PARTICLES FROM CERTAIN TYPES OF INSULATION. THE MAXIMUM LIABILITY, IF ANY, OF CONTRACTOR FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM CONTRACTOR'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE PRODUCTS, OR ANY SERVICES IN CONNECTION WITH THE PRODUCTS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE CONTRACT PRICE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, ATTORNEYS FEES AND/OR COSTS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS YOUR EXCLUSIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

6. **PRICES, TERMS AND SHIPMENT.** No cash discounts, back charges, set offs or counterclaims are allowed unless specified by Contractor. In addition to the prices specified, you agree to pay any federal, state or local excise, use, occupational, or similar tax now in force or to be enacted in the future, assessed against Contractor or you by reason of this transaction. No retention is permitted unless Contractor agrees otherwise in writing. Any past due payment will be, at Contractor's option, subject to interest at 1.5% per month (18% per annum) to the extent permitted by law. You agree to receive (or permit Contractor to receive) near the work site, any materials needed to complete the Work. You agree to protect such materials from damage or loss and provide Contractor, free of charge, with reasonable use of light, heat, water, power, storage space and use of available elevators and hoists as needed. Title to all materials under this agreement shall not transfer to you until Contractor receives payment in full. Contractor may charge you a fee and its actual expenses if the job site is not ready for work on the date you specify.

7. **FORCE MAJEURE.** Contractor shall not be liable for any delay, failures, or default in performance of this agreement or otherwise, in whole or in part, caused by the occurrence of any contingency beyond the control either of Contractor or of suppliers to the Contractor. Such contingencies include but are not limited to failure or delay in transportation, acts of any government or any agency or subdivision thereof, judicial action, labor disputes, fire, accident, acts of nature, severe weather, product allocation or shortages, labor shortages, fuel shortages, raw material shortages, machinery or technical failure, or work that cannot be completed because of another contractor covering the pertinent portion of the building. If any contingency occurs, Contractor may allocate production, deliveries, and performance of work among its customers or substitute substantially similar materials, in its sole discretion, without liability for doing so.

8. **CONFIDENTIALITY.** If you visit Contractor's premises or you otherwise receive any proprietary or confidential information from Contractor, you shall retain such information as confidential and not use or disclose it to any third party without Contractor's written consent.

9. **CREDIT APPROVAL.** Shipment and delivery of goods and performance of work shall at all times be subject to the approval of Contractor's credit department and Contractor may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to Contractor. By signing this agreement, you authorize Contractor to check your credit and references.

10. **CANCELLATION.** This agreement, or any part of it, may only be cancelled with Contractor's written approval. In the event of cancellation of this agreement, or any part hereof, you shall pay: (a) the contract price of all completed items; (b) that portion of the contract price that is equal to the degree of completion of products or work in process, effective on the date Contractor receives notice of cancellation; (c) the cost of any materials and supplies which Contractor shall have purchased to perform and which cannot be readily resold or used for other or similar purposes; (d) a restocking fee; and (e) any expenses incurred by Contractor (including legal fees and judgments) as a result of the cancellation of subcontracts or purchases related to this agreement.

11. **DEFAULT.** You may terminate this agreement for Contractor's default, wholly or in part, by giving Contractor written notice of termination as follows. You may give a written notice of termination only if Contractor has received a written notice from you specifying such default, the default is not excusable under any provision hereof, and the default has not been remedied within thirty (30) days (or such longer period as may be reasonable under the circumstances) after Contractor's receipt of the notice of default. Delivery of nonconforming products or work by Contractor shall give you the rights set forth in paragraph 4 hereof but shall not be deemed a default for purposes of termination. In the event of termination for default, you shall be relieved of the obligation to pay for work not performed by Contractor prior to the effective date of such termination. A default on Contractor's part shall not subject Contractor to liability, through payment by Contractor, set off or otherwise, for any other damages, whether direct, consequential or incidental, and whether sought under theories of contract or tort.

12. **ASSIGNMENT.** You may not assign this agreement or any claim against Contractor relating to this agreement.

13. **GOVERNING LAW.** This agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Contractor's address first listed on the front of this agreement.

14. **DISPUTES AND MANDATORY MEDIATION.** In the event that a dispute arises over the reasonableness of or entitlement to fees charged by Contractor, the prevailing party will be entitled to reasonable attorneys fees and costs. In all other disputes of any nature, each party shall pay its own fees and costs. Except as required to protect confidential information and to obtain preliminary injunctive relief to prevent irreparable harm, you and the Contractor agree that prior to the initiation of any legal action the parties will engage in facilitative mediation of any and all disputes in any way related to this agreement. If the parties cannot agree upon a facilitative mediator within 30 days of when the dispute arose, one will be selected pursuant to the Commercial Mediation Rules of the American Arbitration Association. Each party will share equally the fees of the facilitative mediator and costs of the mediation.

15. **INSULATION DOES NOT PREVENT FROZEN PIPES.** Insulating around water lines in an unconditioned or semi-conditioned area will not prevent pipes from freezing or accumulating condensation. To decrease the possibility of frozen pipes, locate any water pipes within a conditioned area, such as internal walls rather than external walls. If You do not locate the pipes within an internal wall, you hold Contractor harmless and release Contractor from any claims relating to frozen or burst pipes.

16. **SEVERABILITY.** If any provision on this agreement is not enforceable, that provision shall be effective only to the extent permitted by law and all other provisions of this agreement shall remain.

17. **ENTIRE AGREEMENT.** This instrument contains the entire agreement of the parties relating to the subject matter hereof and may only be waived, changed, modified, extended or discharged orally by a writing signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought. The terms and conditions of this agreement supersede any agreement to which it is attached.

18. **INDEMNITY.** Each of the parties to this agreement agrees to defend and indemnify one another from any and all claims, actions and/or lawsuits caused by the party's negligent acts or omissions. This indemnity clause and the obligations created herein shall control and take priority over any contrary indemnity agreement entered into prior to this agreement. Furthermore, this indemnity clause and the obligations created herein shall control and take priority over any contrary indemnity agreement entered into subsequent to this agreement unless the subsequent agreement specifically refers to this indemnity clause and declares it null and void.

Quality Insulation**Lic# NONE ON FILE**

110 Perimeter Rd Nashua, NH 03063-1301

Tel: (603) 889-6647, Fax: (603) 889-1058

ADDENDUM

TO: TOWN OF AUBURN NH	RE: 55 Eaton Hill Rd / Insulation	
Address: PO BOX 309, AUBURN, NH, 03032	Address: 55 EATON HILL RD AUBURN, ROCKINGHAM, NH, 03032	
Attn:	Date: 10/08/2020	Expiration Date: 01/06/2021
Tel: (603) 483-5052	Estimator: Russell, Michael C	
Fax:	Quote #: 76935366	Version 1 of 1
	Division #: 675 - NASHUA NH, QI	

Quality Insulation ("Contractor") and Customer each agree to amend the agreement ("Agreement") for the Project specified above as follows:

1. Customer has contracted with Contractor for the installation of spray polyurethane foam in accordance with the scope of work ("Work") specifically set forth in the Agreement. This Addendum modifies the terms of the Agreement and its exhibits and addenda. If any of the terms and conditions of this Addendum should conflict with any terms and conditions of the Agreement this Addendum shall control. These modifications are mutually agreed to by the parties and are supported by legal consideration. Customer's acceptance shall be evidenced by permitting Contractor to perform the Work.
2. Contractor agrees to incorporate by reference the scope of work and terms and conditions as set forth in Contractor's Proposal, dated *Oct 08, 2020*, including all exclusions contained therein.
3. In performing work, Subcontractor is not inspecting or assessing, and undertakes no responsibility to inspect or assess, the Project site (or any component or system thereof) for any purpose other than to perform the Work. The rights and obligations between Contractor and Customer concerning Work performed by Contractor shall be as expressly stated in the Proposal.
4. Customer acknowledges that the spray polyurethane products and the installation specifications selected by the Customer and described in the Work are subject to building codes and evaluation reports which contain express requirements and/or recommendations which are outside the Work unless expressly enumerated in the Proposal. Such requirements and/or recommendations may include, but are not necessarily limited to: installing a specified attic hatch; limiting entry to the attic or crawl space only for service of utilities and not permitting storage in the attic or crawl space; ensuring that (a) there are no interconnected attic, crawl space or basement areas, (b) the air in the attic or crawl space is not circulated to other parts of the building, (c) combustion air and attic ventilation is provided when required, (d) the attic assembly has been properly constructed and (e) a code official has provided the required inspections.
5. The Contractor bears no responsibility for the failure of the Customer, developer, builder, owner or subsequent owner, to use and maintain the attic space in strict accordance with the applicable building codes and evaluation reports.
6. Building codes may require, and evaluation reports may specify, a thermal barrier or ignition barrier be applied to the spray foam applied insulation. A thermal barrier or ignition barrier is not included within the Work unless specifically listed in the Proposal.

CUSTOMER:**CONTRACTOR:**

By: _____

By: _____

Date: _____

Date: _____

From: Michael Russell Michael.Russell@truteam.com
Subject: FW: Town of Auburn Municipal Building
Date: March 22, 2021 at 8:28 AM
To: dar22360@comcast.net

Please see the message below from Eversource.

Regards,
Mike Russell
Retrofit Account Manager



New England, 110 Perimeter Road, Nashua, NH 03063-1301

Insulation, Gutters, Garage Doors, Shelving, and more

Office: 603-324-1974
Cell: 603-689-8378
Fax: 603-889-3385
Email: michael.russell@truteam.com
Websites: <http://www.truteam.com/>

From: Toussaint, Mark D <mark.toussaint@eversource.com>
Sent: Saturday, March 20, 2021 3:33 PM
To: Michael Russell <Michael.Russell@truteam.com>
Cc: Bahny, Kristin T <kristin.bahny@eversource.com>; Tuttle, Gordon W <gordon.tuttle@eversource.com>
Subject: RE: Town of Auburn Municipal Building

Sorry about the wait on this. Our 2020 program year was severely compressed into the last part of the year by issues surrounding the pandemic and we were short staffed – we've all been working extremely long hours since July and keeping up as well as we can. The tentative incentive is 50% of project cost, or \$5,883.

This has been sent to our engineering group for final review. In the meantime, I need Sections A and B of the attached to be filled out by the customer (but they shouldn't sign anything yet).

Mark Toussaint, CEM
Senior Energy Efficiency Consultant
Eversource Energy
73 West Brook Street
Manchester, NH 03105
Phone: 603-634-2301
Email: mark.toussaint@eversource.com

From: Michael Russell <Michael.Russell@truteam.com>
Sent: Friday, March 19, 2021 12:30 PM
To: Toussaint, Mark D <mark.toussaint@eversource.com>; Tuttle, Gordon W <gordon.tuttle@eversource.com>; Bahny, Kristin T <kristin.bahny@eversource.com>
Subject: RE: Town of Auburn Municipal Building

**Town of Auburn
Board of Selectmen
March 22, 2021
Minutes
6:00 PM**

Selectmen Present: Keith Leclair, Todd Bedard and Michael Rolfe

Others Present: Fire Chief Michael Williams, Police Chief Ray Pelton, Michael DiPietro, Town Administrator William Herman and Daniel Hoijer, Recording Secretary

Non-Public Session pursuant to RSA 91-A:3, II (d) – Consideration of the acquisition, sale or lease of real property

Mr. Leclair motioned to go into Non-Public Session pursuant to RSA 91-A:3, II (d) Consideration of the acquisition, sale or lease of real property. Mr. Rolfe seconded the motion. A roll call vote was taken; Mr. Leclair – aye; Mr. Bedard, aye; Mr. Rolfe – aye. All were in favor, the motion passed unanimously.

The meeting was closed to the public at 6 PM.

Mr. Rolfe motioned to come out of Non-Public Session Mr. Bedard seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

The meeting was reopened to the public at 6:57 PM.

Mr. Bedard motioned to seal the minutes. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Call to Order – Pledge of Allegiance

Mr. Leclair called the meeting to order at 7:02 PM and led the Pledge of Allegiance.

Election of Board Chair and Vice Chair

Mr. Bedard motioned to re-nominate Mr. Leclair as Chair and Mr. Bedard as Vice Chair. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Approval of Payroll Manifest for the Week of March 15, 2021 - \$66,576.65

Mr. Bedard motioned to approve the Payroll Manifest for the week of March 15, 2021 in the amount of \$66,576.65. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Approval of Accounts Payable Manifest for the Week of March 22, 2021 - \$258,236.47

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of March 22, 2021 in the amount of \$258,236.47. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Approval of Accounts Payable Manifest for the Week of March 22, 2021 - \$6,887.50

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of March 22, 2021 in the amount of \$6,887.50. Mr. Leclair 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.

Approval of Consent Agenda for the week of March 22, 2021

Mr. Leclair read out loud and offered for inspection the Consent Agenda for the week of March 22, 2021 which included: a void check manifest, an application for property tax credits/exemptions, three (3) correspondence, four (4) abatement/refund requests, and a Tax Collector's warrant/yard tax.

Mr. Bedard motioned to approve the Consent Agenda for the week of March 22, 2021. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Appointments with the Board

Fire Chief Michael Williams - Monthly Report

Chief Williams presented his report for the month of February 2021. There were 51 calls for service with 22 Rescue/EMS related.

Proposals for Painting Bays and Lights at Pingree Hill Fire Station

Chief Williams provided two estimates for painting – one dated February 5, 2021 from Steve Tewksbury Painting of Auburn for \$20,000 and one dated February 1, 2021 from Jays Painting of New Boston for \$5,800. Due to the wide disparity between the two painting proposals, the Board requested a third proposal be sought.

Chief Williams provided two quotes for LED electric fixtures for the bays at Pingree Hill Station including one dated February 23, 2021 from Gemini Electric of Auburn for \$2,526 and one from JN Electric of Auburn dated March 17, 2021 for \$3,620.

Mr. Bedard motioned to accept the bid from Gemini Electric for light installation in the amount of \$2,526. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Town Response to Covid-19 and State of Emergency Declaration

General Update on Town Issues

Chief Pelton reported positive cases of Covid are back down to the single digits with no employees out. With the administration of vaccines, those vaccinated with exposures are no longer considered exposures unless showing symptoms. The School had vaccinations for teachers on Wednesday.

Federal "American Recovery Plan" Act

Mr. Herman provided a Memo dated March 11, 2021 concerning the approval of the federal "American Rescue Plan" Act. It is estimated \$550,000 in direct assistance would be received by the Town in two payments of approximately \$275,000 each year in 2021 and 2022. General allowed uses for the funds are outlined in the legislation provided, while more detailed guidance will be issued by the US Treasury Department by May 11th. Municipalities have until December 31, 2024 to spend the funds. There is additional funding for New Hampshire School Districts and counties over the two-year period.

New Business

Designation of Ex-Officio Members to Town Boards, Committees and Commissions

Mr. Herman provided a Memo dated March 9, 2021 outlining the Selectmen's Representatives to boards and committee which are due for action for 2021:

Budget Committee	Term Expires March 2022	(Mr. Leclair)
Planning Board	Term Expires March 2022	(Mr. Rolfe)
Highway Safety Committee	Term Expires March 2022	(Mr. Bedard)
Parks & Recreation Commission	Term Expires March 2022	(Mr. Bedard)

Mr. Bedard motioned to reappoint the members as listed to the corresponding boards. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Annual Appointments to Town Boards, Committees and Commissions

Mr. Herman provided a Memo dated March 9, 2021 outlining the board and committee appointments which are due for action for 2021 and noted the incumbents would accept re-appointment to the following new terms:

Conservation Commission	Diana Heaton	Term Expires March 2024
	Mark Ampuja	Term Expires March 2024
Highway Safety	Daniel Carpenter	Term Expires March 2022
	Michael DiPietro	Term Expires March 2022
Parks & Recreation	Dennis Vieira	Term Expires March 2022
	Margie McEvoy	Term Expires March 2024
	Zachary Eaton	Term Expires March 2024

	Mary Royer	Term Expires March 2024
Zoning Bd. of Adjustment	Stephen Carroll	Term Expires March 2024

Mr. Bedard motioned to reappoint the members as listed to the corresponding boards. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Appointment of Tax Collector

Mr. Herman provided a Memo dated March 10, 2021 concerning the approval of Warrant Article #9 to change the elected position of Tax Collector to a position appointed by the Board of Selectmen and RSA 41:33 and 669:17-b. The incumbent Tax Collector was elected to a three-year term in March 2020. Per RSA the Board of Selectmen would not appoint a Tax Collector until March 2022.

NH Rooms and Meals Tax Revenue

Mr. Herman provided the Board with a Memo dated March 15, 2021 concerning the NH Rooms and Meals Tax proposed revenue to cities and towns including the Governor's budget proposal which increases M&R funding by \$15 million over the biennium while the NH State Senate unanimously passed SB99 which would fund the M&R tax revenue at 40%, an increase from 22% in past years. At the full 40% the Town would yield approximately \$570,000 in both years of the State operating budget as opposed to the approximate \$280,000 received today.

Shred Day Proposal

Mr. Herman provided a Memo concerning the Paper "Shred Day" Event proposed for Saturday, May 15, 2021 from 9 AM to Noon in the parking lot of Town Hall. The cost of the event is \$950 which is a \$100 increase over past years' expense. \$850 was budgeted for FY 2021 but the price increase can be accommodated.

Mr. Bedard motioned to accept the proposal from Northeast Records Retention for a paper "Shred Day" event to be held on May 15, 2021 in Auburn at a cost of \$950, and to authorize the Town Administrator to handle the details of the effort. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

E-Waste Collection Event Proposal – September 11th

Mr. Herman provided a Memo dated March 16, 2021 and Statement of Work concerning the proposed E-Waste Collection Event proposed for September 11, 2021 from 9 AM to 2 PM proposed to take place at either the Safety Complex or the school property. The total cost for the tractor trailer and box truck as used last year, and budgeted for FY 2021, is \$4,800. If a tractor trailer is not available that day, six (6) containers will be provided. Traffic signs directing people in one way and to exit another way are recommended.

Mr. Bedard motioned to accept the Statement of Work from East Coast Electronic Recycling for an E-Waste Collection event to be held on September 11, 2021 in Auburn at a cost of \$4,800 and to authorize the Town Administrator to handle the details of the effort. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Annual Household Hazardous Waste Collection – September 2021

A Letter of Commitment was provided concerning the Town's participation with the Towns of Nottingham and Raymond for the Household Hazardous Waste Collection Project tentatively scheduled in September 2021 in Raymond, NH with an appropriation of \$4,500 from the Town of Auburn for the purpose of allowing its residents to participate in the event. The date will be confirmed in August.

Old Business

NHDOT Pre-Construction Meeting – By-Pass 28 Resurfacing Project

A Memorandum was provided to the Board concerning the Pre-Construction Conference for the Resurfacing of I-293/NH 101 in Manchester & 28 Bypass from Derry to Manchester by NH DOT scheduled for March 26, 2021 at 9 AM.

Mr. Rolfe recommended someone represent the Town at the pre-construction conference. Some driveways had issues last time By-Pass 28 was paved. Chief Pelton added there were shoulder issues reported last time paving was done as well.

Municipal Buildings LED

Mr. Herman provided a Memo dated March 8, 2021 outlining his discussions with representatives of Affinity LED Lighting of Dover. Remaining concerns were addressed concerning the street light installation and repairs to a couple of defective units and three spare units which were promised. The proposal for conversions at four Town buildings which needed clarification were discussed concerning retrofit and new construction as well as interest expressed by the Library Director for lighting in their parking lot. Mr. Herman indicated the additional work proposed would not be considered in 2021.

Mr. Leclair agreed the Town would be best served doing some lighting upgrades here and there as they have been doing.

Safety Complex Insulation

An email from the Senior Energy Consultant, Mark Toussaint at Eversource was provided to the Board extending an incentive of 50% for project costs for the Safety Complex insulation efforts, or \$5,883. Mr. Rolfe recommended seeing if this could be scheduled for the summer.

Storage Building Project

A Memo was provided from Stantec dated March 22, 2021 outlining the bidding specifications for the Contractor Request for Proposals (RFP) for the upcoming storage building to be located on the Safety Complex property.

Mr. Leclair reported an RFP is in process, but the Board needs to decide if the building will be stick built or metal and can obtain bids for either. Chief Pelton recommended adding a camera

there. The major parts of the storage building can be itemized. Mr. Leclair will touch base again tomorrow with Stantec.

Report/Comments of Ex-Officio Board Representatives

Mr. Rolfe reported in April the Planning Board will continue to review a proposal for a lot line adjustment for property on Rockwood Terrace.

Mr. DiPietro reported Highway Safety Committee received information from the Fire Department that reported issues with commuter back up at the Auburn Village School during afternoon pick up times. Cars were double parked, and the fire apparatus could not get by on multiple occasions. Chief Pelton reported he sent an officer to speak with the Principal.

Other Business

Mr. Leclair read out loud a letter received from a resident of Hills Road who, after noticing a survey crew, recommended the Town invest in maintenance in more heavily traveled town roads expressing that the couple of spots that warrant repair on Hills Road are natural speed control devices. The resident opined leaving the road as is for the time being is more effective and less expensive than speed tables.

Next Meeting/Events

Monday, April 5, 2021 Board of Selectmen's Meeting – 7 PM

Monday, April 19, 2021 Board of Selectmen's Meeting – 7 PM

Minutes

March 8, 2021 – Public Meeting Minutes

Mr. Bedard motioned to approve the March 8, 2021 Public Meeting Minutes as written. 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.

Non-Public Session pursuant to RSA 91-A:3, II (c) Reputation of someone other than a Board member.

Mr. Leclair motioned to go into non-public session pursuant to RSA 91-A:3, II (c) reputation of someone other than a board member. Mr. Bedard seconded the motion. A roll call vote was taken Mr. Bedard voted – aye, Mr. Leclair voted – aye and Mr. Rolfe voted - aye. The motion passed unanimously.

The meeting room was closed to the public at 8:50 PM.

Mr. Leclair motioned to come out of non-public session. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

The meeting room was reopened to the public at 8:56 PM.

Mr. Bedard motioned to seal the minutes. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Adjourn

Mr. Leclair motioned to adjourn at 8:56 PM. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Respectfully submitted,

Daniel Hoijer
Recording Secretary