

**Town of Auburn
Board of Selectmen
May 10, 2021
Town Hall**

7:00 p.m.

() Call to Order – Pledge of Allegiance

Approval of Payroll Manifest for the Week of April 26, 2021 -- \$60,353.25
Approval of Accounts Payable Manifest for the Week of May 3, 2021 -- \$955,116.57
Approval of Accounts Payable Manifest for the Week of May 3, 2021 -- \$18,605.00
Approval of Payroll Manifest for the Week of May 10, 2021
Approval of Consent Agenda – Week of May 10, 2021

() Appointments with the Board

Carrie Rouleau-Cote – Building Safety Month

Gary B. Michaud, 145 Appletree Road (Tax Map #17, Lot #45) – Application for Restoration of Involuntarily Merged Lots pursuant to RSA 674:39-aa

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

() New Business

Town Storage Facility Project Proposals
Maintenance Surety Release – 11 Rockingham Road
NHDES Approval of Permit Modification for Waste Management Facility
2020 Total Equalized Valuations for Auburn

() Old Business

Insulation Project – Safety Complex
Citizens Advisory Broadband Committee

() Report / Comments of Ex-officio Board Representatives

() Other Business

() Next Meetings / Events

Monday, May 24, 2021 – Board of Selectmen's Meeting – 7:00 PM
Monday, June 7, 2021 – Board of Selectmen's Meeting – 7:00 PM

() Minutes

- April 19, 2021 Pre-Bid On-Site Meeting
- April 19, 2021 Public Meeting
- May 3, 2021 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."



Proclamation

Building Safety Month — May 2021

Whereas, the Town of Auburn, New Hampshire is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of disaster, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity, and;

Whereas, "Prevent, Prepare, Protect. Building Codes Save," the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation; and new technologies in the construction industry.

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

*NOW, THEREFORE, we **The Board of Selectmen of the Town of Auburn**, Rockingham County, State of New Hampshire do hereby proclaim the month of May 2021 as Building Safety Month. Accordingly, we encourage our citizens to join with communities throughout the nation in participation in Building Safety Month activities.*

Keith N. Leclair, Chair

Todd R. Bedard, Vice Chair

Michael J. Rolfe, Selectman
AUBURN BOARD OF SELECTMEN

RECEIVED

~~APR 08 2021~~

The logo for ERIC C. MITCHELL & ASSOCIATES, INC. features the letters E, C, and M in large, white, serif capital letters, each enclosed within a dark square. These three squares are arranged horizontally and separated by thin vertical lines. Below this arrangement, the full name "ERIC C. MITCHELL & ASSOCIATES, INC." is written in a smaller, white, serif, all-caps font, spanning the width of the three squares above. The entire logo is set against a dark, textured background.

Attn:	Selectmen's Office	Date:	04-08-2021
Re:	Tax Map 17, Lot 45	Job #:	21-14

[illegible]

Town of Auburn, NH
Application for Restoration of
Involuntarily Merged Lots Pursuant to RSA 674:39-aa

Applicant Information

Owner(s) Name	Gary B. Michaud, Trustee Gary B. Michaud Living Trust
Address/Street Number	145 Appletree Road
City & State	Auburn, NH 03032 Telephone () 483-8130

*Current Parcel Information (use additional sheet if more than three parcels involved)**

	Parcel 1	Parcel 2	Parcel 3
Assessor's Map/Lot/Sub	TM 17 Lot 45		
Street Address	145 Appletree		
Deed Reference Book/Page	5854/265		

**Please attach a copy of the deed for each parcel. Please also attach any written consent of mortgage holders, relevant surveys, site plans, approved subdivision plans, pre-merger tax bills or other documentation that you think is pertinent. This application must be submitted to the Town of Gilmanton Board of Selectmen prior to December 31, 2021. Please see the Instructions & General Information for additional details. By submission of this application, the property owner does hereby consent to the inspection of the property by the Town.*

Owner's Signature Gary Michaud Date 4/8/21

Owner's Signature _____ Date _____

MAIL TO

~~PLEASE RETURN TO:~~

~~Curtin Law Office, PLLC~~
~~40 Bay Street~~
~~Manchester, NH 03104~~



040321

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT I, Gary B. Michaud, a single person, of 145 Apple Tree Road, Auburn, County of Rockingham, State of New Hampshire 03110, for consideration paid, grant to Gary B. Michaud and his successors, as Trustee of the Gary B. Michaud Living Trust, having an address of 145 Apple Tree Road, Auburn, County of Rockingham, State of New Hampshire, all right, interest and title, WITH WARRANTY COVENANTS, the following:

A certain tract or parcel of land, with the buildings thereon, known as 145 Apple Tree Road, Auburn, County of Rockingham, State of New Hampshire 03110, and shown as Lots #55 and #56 on a "Plan of Land in Auburn, New Hampshire Showing Sun Valley Estates as subdivided for New England Mortgage Investment Corp., Scale 1" = 60°, February 1961, Robert W. Thorndike, Surveyor, Windham, New Hampshire" said plan having been filed in Rockingham County Registry of Deeds and further bounded and described as follows:

Being on the southwesterly side of a proposed road and on the easterly side of another proposed road and being shown as Lots #55 and #56 on said plan bounded and described as follows:

Beginning at a point on the southwesterly of the first mentioned proposed road and at the northeasterly corner of Lot #55; thence running southwesterly along Lot #54 on said plan 150 feet to the Lot #57 on said plan; thence turning and running northwesterly along said Lot #57 by two courses shown on said plan, totaling 287.45 feet to the proposed road shown on said plan; thence turning and running northeasterly along said proposed road 173.92 feet to a point on the easterly side of said road; thence turning and running northeasterly by a curved line as shown on said plan 70.11 feet to a point on the southwesterly side of another proposed road as shown on said plan; thence running southeasterly along said proposed road 315.81 feet to the point of beginning. Containing according to said plan 54,150 square feet.

2017 SEP 15 PM 12:30

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Be said contents and any and all of said measurements more or less and meaning and intending to convey and hereby conveying all and singular the granted premises however otherwise the same may be measured bounded or described.

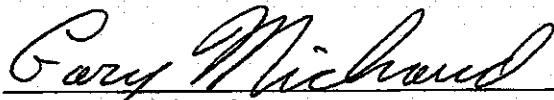
Said premises are conveyed subject to any and all restrictions and conditions of record which are still in force and effect. The said lots are conveyed together with the right and easement to use all streets as shown on said plan in common with others entitled to use the said streets as said streets are now open or may hereafter be opened.

Meaning and intending to convey the same premises as conveyed by Warranty Deed of Wayne P. Davis and Sharon R. Davis to Gary B. Michaud and Carolyn E. Michaud, husband and wife, as joint tenants with rights of survivorship, recorded in the Rockingham County Registry of Deeds on September 11, 1984 at Book 2510, Page 1000. Gary B. Michaud has derived title as surviving joint tenant. Carolyn E. Michaud died on July 4, 2017. A death certificate is recorded herewith.

This deed was prepared without the benefit of a title examination.

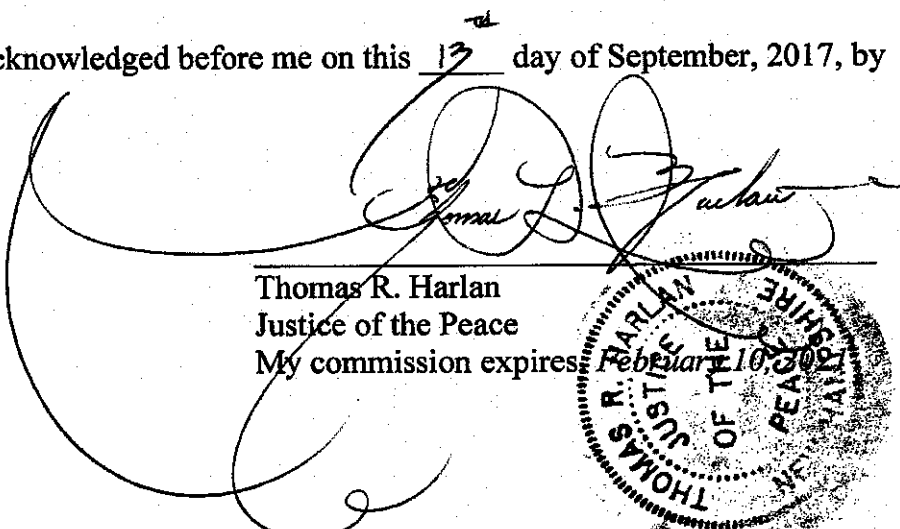
Pursuant to RSA 78-B:2, XXII, this conveyance is a non-contractual transfer and is not subject to transfer tax.

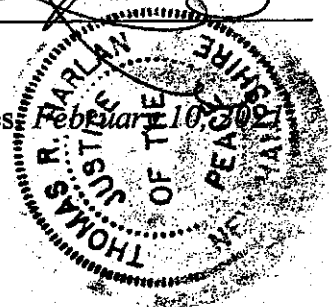
DATED this 13 day of September, 2017.


Gary B. Michaud

STATE OF NEW HAMPSHIRE
HILLSBOROUGH COUNTY

This instrument was acknowledged before me on this 13 day of September, 2017, by Gary B. Michaud.


Thomas R. Harlan
Justice of the Peace
My commission expires February 10, 2021





Property Card: 145 APPLETREE ROAD
Town of Auburn, NH



Parcel ID: 000017000045000000

PID: 000017000045000000

Owner: MICHAUD, GARY B., TRUSTEE

Co-Owner: GARY B. MICHAUD LIVING TR

Mailing Address: 145 APPLETREE ROAD

AUBURN, NH 03032

General Information

Map: 000017

Lot: 000045

Sub: 000000

Land Use: 1F RES

Zone: RESIDENTIAL 1 & 2

Land Area in Acres: 1.243

Current Use: N

Neighborhood: N-F

Frontage: 00

Waterfront: N

View Factor:

Assessed Value

Land: \$151,900

Buildings: \$106,300

Extra Features: \$100

Total: \$258,300

Sale History

Book/Page: 5854-0265

Sale Date: 9/15/2017

Sale Price: 1

Building Details

Model Description: RASD RANCH

Total Gross Area: 914

Year Built: 1977

Building Grade: AVG+10

Stories: 1.00 STORY FRAME

Condition: GOOD

Depreciation: 0

No. Bedrooms: 2

No. Baths: 1

Adj Bas: 0



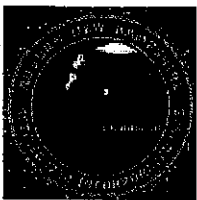
www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

4/2/2021

Property Information - Auburn, NH

Page 1 of 1

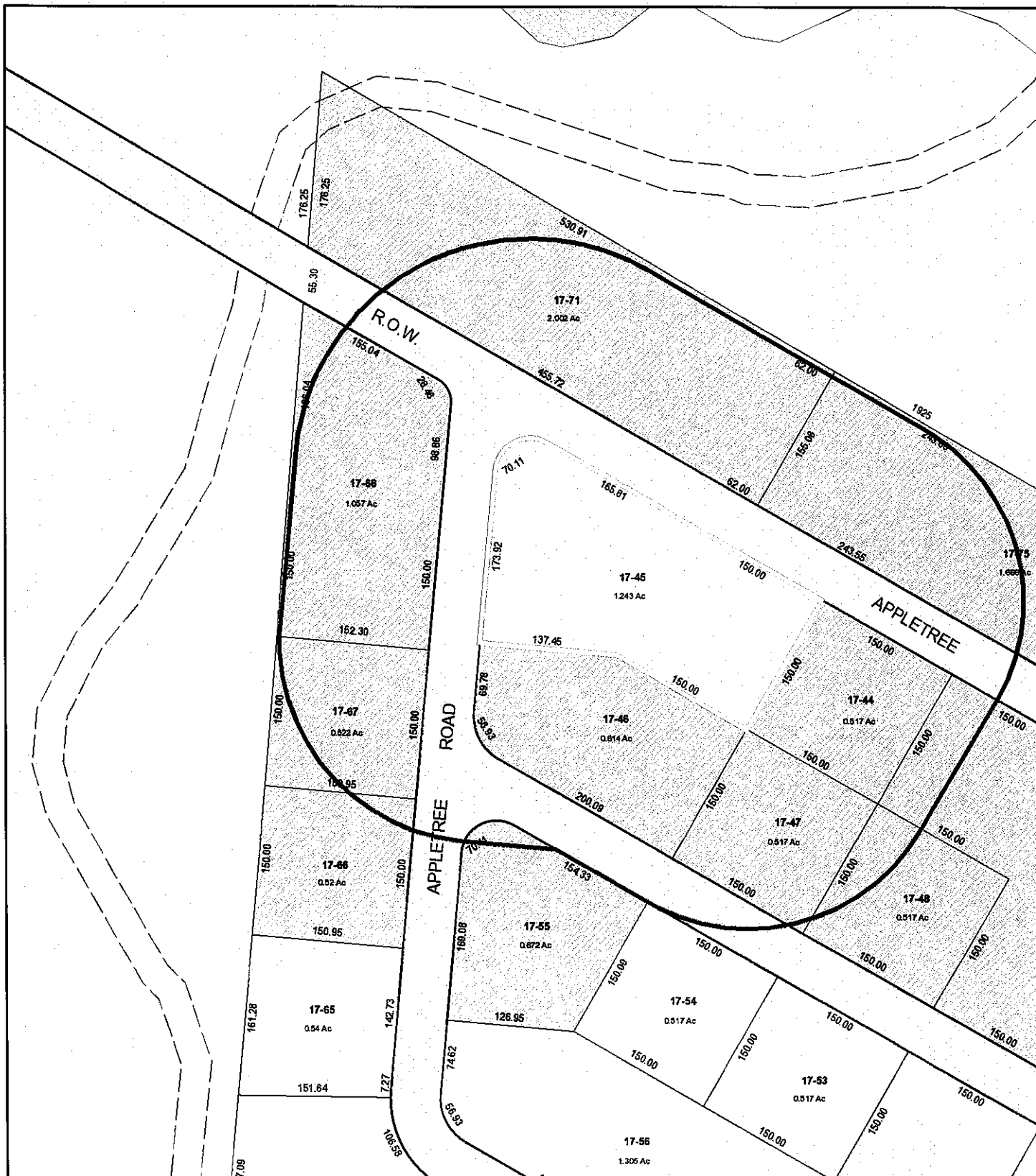


Auburn, NH

1 inch = 137 Feet



April 2, 2021



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

PLAN REFERENCE

1. "PLAN OF LAND IN AUBURN, NEW HAMPSHIRE SHOWING "SUN VALLEY ESTATES" AS SUBDIVIDED FOR NEW ENGLAND MORTGAGE INVESTMENT CORP SCALE: 1" = 60' FEBRUARY 1961" PREPARED BY ROBERT THORNDIKE, SURVEYOR, WINDHAM, N.H. R.C.R.D. PLAN #03106.

NOTES

1. THE PURPOSE OF THIS PLAN IS TO RESTORE THE INVOLUNTARILY MERGED LOTS SHOWN ON PLAN REFERENCE 1 AS LOTS 55 AND 56.
2. DEED REFERENCE R.C.R.D. BOOK 5854 PAGE 0265
3. UNMERGED LOTS ARE: LOT 45: 0.73 AC.
LOT 45-1: 0.52 AC.
4. EXISTING AREA OF LOT 45: 1.25 AC.

LEGEND

- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- UTILITY POLE
- GUY WIRE
- EDGE OF PAVEMENT

TAX MAP 17, LOT 68
THE ISABELLA 42 TRUST
JAMES W. EDWARDS
TRUSTEE
140 APPLETREE ROAD
PO BOX 444
AUBURN, NH 03032

TAX MAP 17, LOT 67
ELAINE MARCINIAK
154 APPLETREE ROAD
AUBURN, NH 03032

TAX MAP 17, LOT 71
JOSEPH M. LANDRY TRUSTEE
LISA D. LANDRY TRUSTEE
136 APPLETREE ROAD
AUBURN, NH 03032

TAX MAP 17, LOT 75
STEPHEN M. & ERIN B. APPLEBY
128 APPLEBEE ROAD
AUBURN, NH 03032

UNMERGED LOT
TAX MAP 17, LOT 45
31,681 S.F.
0.73 ac.

UNMERGED LOT
TAX MAP 17, LOT 45-1
22,738 S.F.
0.52 ac.

TAX MAP 17, LOT 46
MICHAEL A. LOUD
147 APPLETREE
AUBURN, NH 03032

TAX MAP 17, LOT 44
RONALD R. & NANCY E. MARTIN
121 APPLETREE ROAD
AUBURN, NH 03032

TAX MAP 17, LOT 47
THOMAS S. & ANN MARIE WALKEY
64 OAKTREE ROAD
AUBURN, NH 03032

ABUTTERS LIST TAX MAP 17, LOT 45 145 APPLETREE ROAD AUBURN, NEW HAMPSHIRE 200' ABUTTERS LIST

Tax Map 17, Lot 42 John J. Lorden PO Box 43 Auburn, NH 03032	Tax Map 17, Lot 67 Elaine Marciniak 154 Appletree Road Auburn, NH 03032
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Tax Map 17, Lot 44 Ronald R. & Nancy E. Martin 121 Appletree Road Auburn, NH 03032	Tax Map 17, Lot 68 The Isabella 42 Trust James W. Edwards, Trustee 140 Appletree Road PO Box 444 Auburn, NH 03032
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Tax Map 17, Lot 45 Gary B. Michaud Living Trust Gary B. Michaud, Trustees 145 Appletree Road Auburn, NH 03032	Tax Map 17, Lot 71 Joseph M. Landry, Trustee Lisa D. Landry, Trustee 136 Appletree Road Auburn, NH 03032
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Tax Map 17, Lot 46 Michael A. Loud 147 Appletree Road Auburn, NH 03032	Tax Map 17, Lot 75 Stephen M. & Erin B. Appleby 128 Appletree Road Auburn, NH 03032
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Tax Map 17, Lot 47 Thomas S. & Ann Marie Walkey 64 Oaktree Road Auburn, NH 03032	Consultants: Eric C. Mitchell & Associates, Inc. 38 South River Road Bedford, NH 03110
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Tax Map 17, Lot 48
Tracy Family Living Trust 58
Steven W. Tracy, Trustee
Regine Pelletier-Tracy, Trustee
Oaktree Road
Auburn, NH 03032

RESTORATION OF INVOLUNTARILY MERGED LOTS PLAN

CURRENT TAX MAP 17
LOT 45
145 APPLETREE ROAD
AUBURN, NH

OWNER OF RECORD

GARY B. MICHAUD TRUSTEE

145 APPLETREE ROAD, AUBURN, NH 03032

MARCH 29, 2021



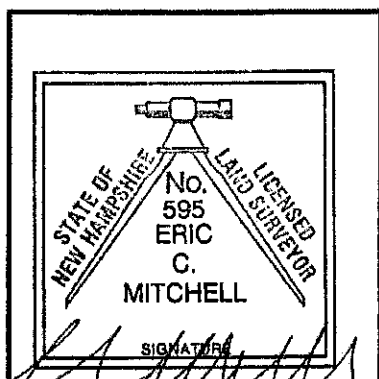
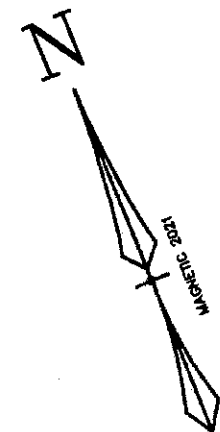
SCALE: 1" = 60'

PREPARED BY

ERIC C. MITCHELL & ASSOC. INC.
PLANNING - SURVEYING - ENVIRONMENTAL
P.O. BOX 10298, 38 SO. RIVER RD., BEDFORD N.H. 03110-0298
PH. (603) 627-1181

DWG: D21014ME FLD. BK/PG:

JOB NO. 21-14





**Town of Auburn, New Hampshire
Building Inspector/Code Enforcement**

Zoning Determination

Property Location: 145 Appletree Road, Auburn, NH

Tax Map/Lot # 017-045 **Zoning District:** Residential One (R-1)

Property Owner(s): Gary Michaud, Trustee

Current Use of Property: Single family residence, 1.24 acre; corner lot w/ 500'+ road frontage

Proposal:

- Property owner has requested "restoration of involuntarily merged lots"

Background Information:

- Property part of Sun Valley Estates as Subdivided for New England Mortgage Investment Corp., February 1961.
- RCRD Deed Vol 1629 Pg 0347 describes two lots, Lots #55 & #56 of said plan as being conveyed together and consisting of 54,150 square feet. (1.24 acres)
- Variance granted in March 1976 to build one house on undersized lot.
 - Application describes corner lot consisting of 1 ¼ acre
 - Rendering of lot shows as one lot, 54,150 sq ft
- Septic Approval was granted in April 1976 (CA53068) issued to Wayne Davis as
 - Lot 55 & 56
 - Two bedroom home
- Building permit issued to Wayne & Sharron Davis April 1976 for 2 bedroom home on lot consisting of 54,150 sf.

No record of involuntary merger as action taken by the Town of Auburn.

Application for "restoration of involuntary merged lots" shall include plan of property showing all improvements on lot(s)

**Carrie Rouleau-Côté
Building Official/Code Enforcement Officer**

Date: April 8, 2021

201

1629 347

STANDARD FORM OF QUITCLAIM DEED

1629 347

Recd.
Wm. McNamee
Council, Man.See
2265-1465US Rev
Stamps
\$2.20

New England Mortgage Investment Corporation, a corporation duly organized under the laws of the Commonwealth of Massachusetts, and having a usual place of business in Lawrence, Massachusetts, for consideration paid, grant to John W. Korsack of Lynn, Massachusetts and Michael M. Korsack of Lawrence, Massachusetts, as tenants in common, with Quitclaim Covenants, the following tract or parcel of land.

That tract or parcel of land located in Auburn, New Hampshire and shown as Lots #55 and #56 on a "Plan of Land in Auburn, New Hampshire Showing Sun Valley Estates as subdivided for New England Mortgage Investment Corp., Scale 1" = 60', February 1961, Robert W. Thorndike, Surveyor, Windham, New Hampshire; said plan having been filed in Rockingham Registry of Deeds and further bounded and described as follows:

Being on the Southwesterly side of a proposed road and on the Easterly side of another proposed road and being shown as Lots #55 and #56 on said plan bounded and described as follows:

Beginning at a point on the Southwesterly of the first mentioned proposed road and at the Northeasterly corner of Lot #55; thence running Southwesterly along Lot #54 on said plan 150 feet to Lot #57 on said plan; thence turning and running Northwesterly along said Lot #57 by two courses shown on said plan, totalling 287.45 feet to the proposed road shown on said plan; thence turning and running Northeasterly along said proposed road 173.92 feet to a point on the Easterly side of said road; thence turning and running Northeasterly by a curved line as shown on said plan 70.11 feet to a point on the Southwesterly side of another proposed road as shown on said plan; thence running Southwesterly along said proposed road 315.81 feet to the point of beginning. Containing according to said plan 54,150 square feet.

Be said contents and any and all of said measurements more or less and meaning and intending to convey and hereby conveying all and singular the granted premises however otherwise the same may be measured bounded or described.

Said premises are conveyed subject to any and all restrictions and conditions of record which are still in force and effect.

The said lots are conveyed together with the right and easement to use all streets as shown on said plan in common with others entitled to use said streets as said streets are now open or may hereafter be opened.

The property is conveyed to the grantees, their successors or assigns, subject to the following restrictions and covenants which shall run with the land.

RESTRICTION

- (1.) No tents or trailers, or temporary buildings, may be placed on said lots.
- (2.) No building shall be erected, placed, maintained, or altered until the plans, specifications and plot plans have been approved in writing by the Seller, its successors or assigns. No building shall be located nearer than 30 feet to the front line nor nearer than 25 feet from the line of the adjoining premises.
- (3.) All buildings erected on the property shall be completely finished on the outside, the property cleaned up and landscaped within ninety (90) days from the date of the building permit.
- (4.) There shall be no building constructed or erected on this property other than one-family dwelling, with or without private garage for private use only, which must conform with said dwelling. All buildings constructed of wood must be shingled, stained or painted with two coats of paint. The parcels hereby conveyed shall be used for residential purposes only.
- (5.) There shall be no livestock, animal, or poultry, kept or maintained on the premises, other than household pets.
- (6.) The lots shall not be used for outside storage of materials of any kind or description. Nor shall signs for advertising purposes be erected on the premises. No used cars, wrecked cars or other unsightly debris can be kept on the land nor can the land be used for dumping rubbish, trash, or other refuse matter.
- (7.) The landscaping of the lots must at all times, be maintained in a neat and attractive appearance. Bushes, grass, brush and other growing matter must be kept cut and trimmed at all times.
- (8.) Every structure, or addition thereto, shall be built upon a masonry foundation.
- (9.) No outside toilets shall be erected on the lots. That sewage from any buildings erected on the lots shall be cared for by the owners or occupants installing a septic tank which shall at all times be maintained in a proper sanitary condition, and that no privy vaults or cesspools shall be maintained on said premises.
- (10.) All structures must comply with municipal and governmental laws, ordinances, and regulations and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the Seller of compliance with such laws, ordinances and regulations.
- (11.) The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding upon the Purchaser, his heirs, executors, administrators and assigns.

1629 348

Being a portion of the premises conveyed to the grantor herein by deed of Charles B. McLaughlin, recorded June 2, 1960 in Rockingham County Registry of Deeds, Book 1547, Page 260.

In Witness Whereof the said New England Mortgage Investment Corporation has caused this instrument to be executed by John F. Foley, its Treasurer, hereunto duly authorized and its corporate seal to be hereto affixed this 15th day of May, 1962.

Witness:

New England Mortgage Investment Corporation

Medard M. Ellis

By

John F. Foley Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Lawrence, May 15, 1962

Then personally appeared the above named John F. Foley and acknowledged the foregoing instrument to be the voluntary act and deed of the New England Mortgage Investment Corporation, before me,

William A. McNamee
Notary Public

My commission expires: February 25, 1967.



Rec'd & recorded June 16, 11:00 A.M., 1962.

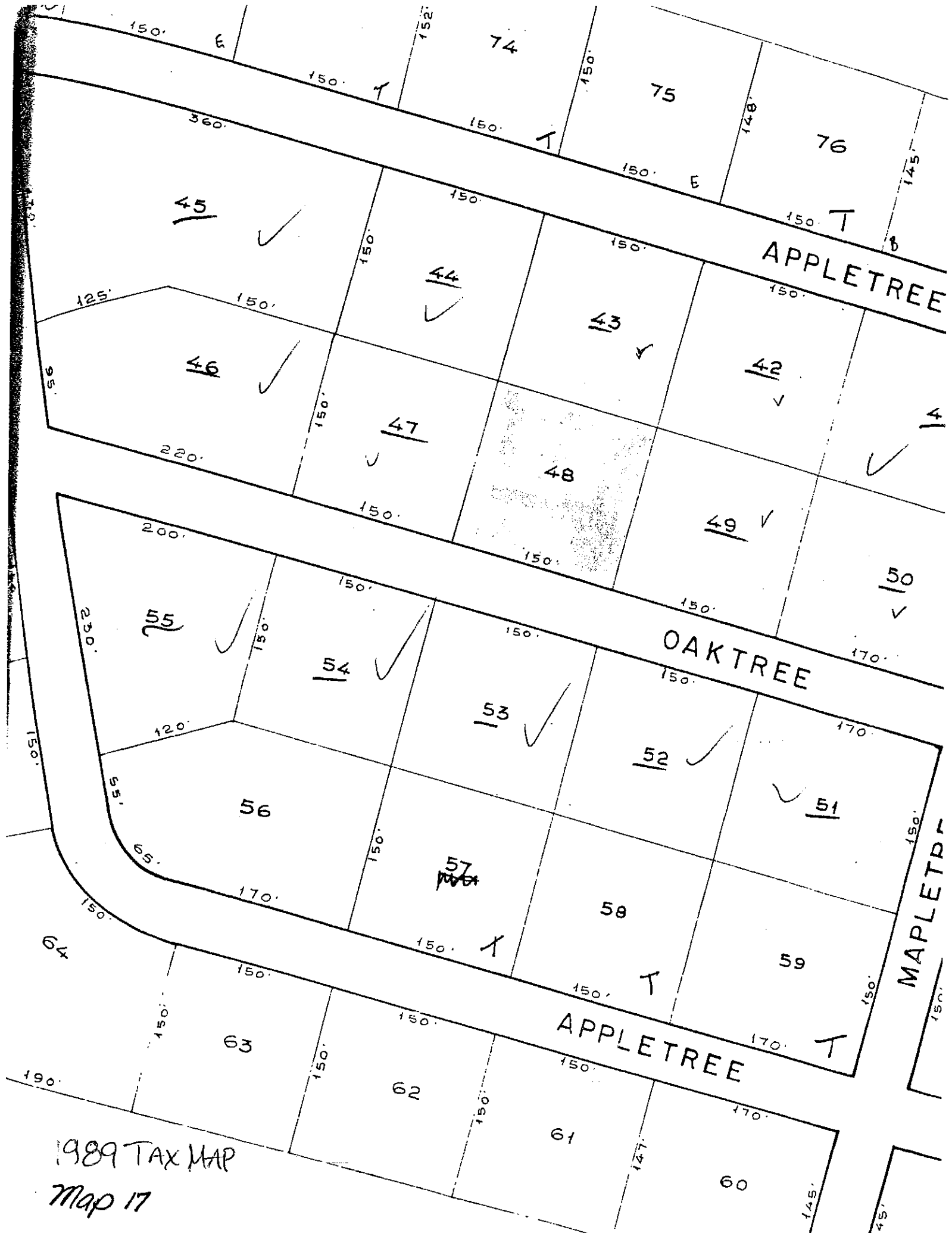
3-8
46

PROPERTY RECORD

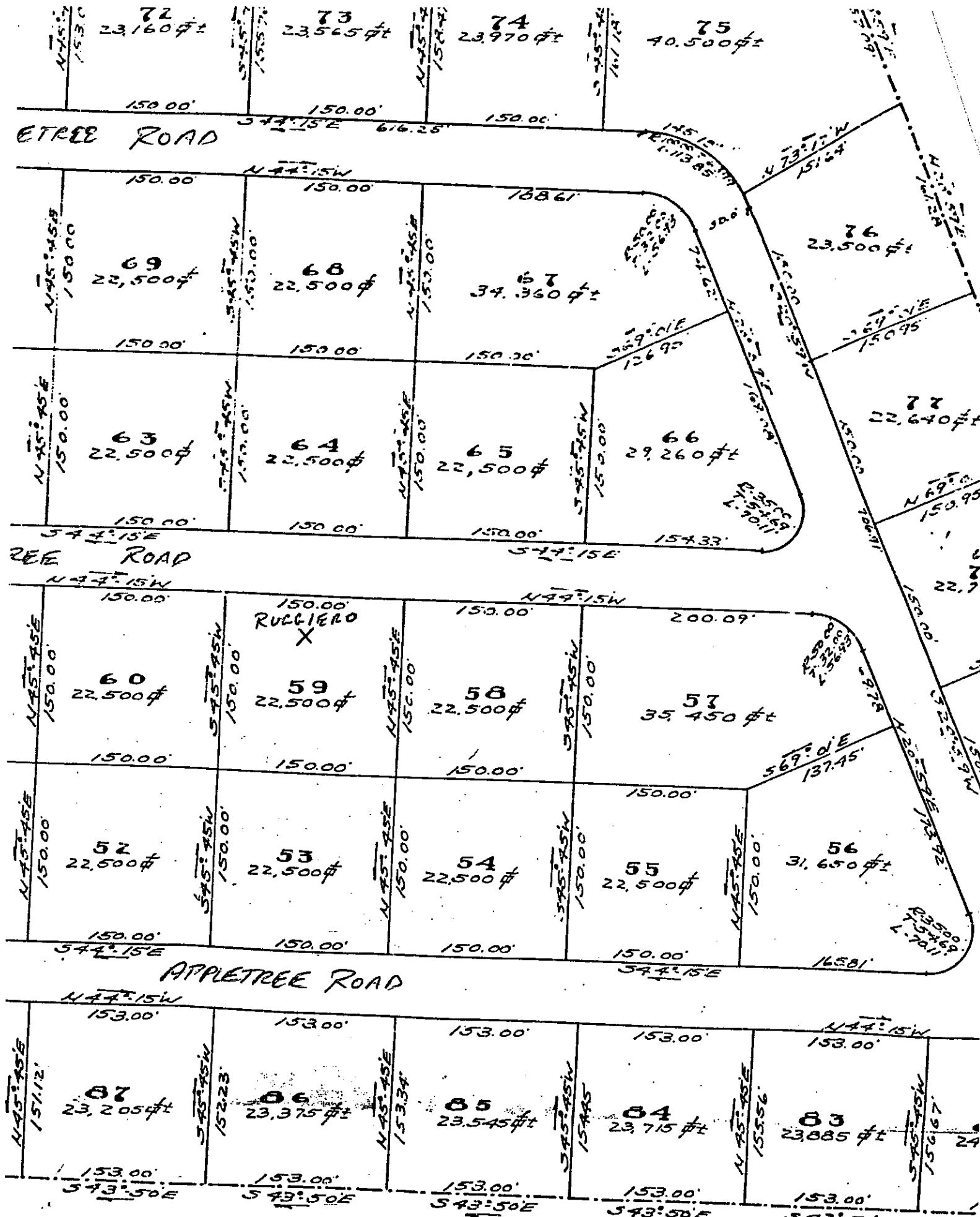
MAP NO. <u>17</u> LOT NO. <u>45</u>		LOCATION	SIZE		
		Lots 55 & 56 Sec. I Sun Valley	1.243 ac 360' x 1 ac.		
NAME OF OWNER		ADDRESS	DATE	BOOK	PAGE
JOHN M. & MICHAEL M. KORSACK 10 EARLENE DR. SAUGUS, MASS. 01906			6/16/62	1629	347
Davis, Wayne P. & Sharon R.		53 Appletree Rd.	4/20/76	2255	1001
Michaud, Gary B & Carolyn E - into Trust		53 Appletree Rd., Auburn rec	9/7/84 9/11/84	2510	1000
Gary B. Michaud Living Trust		145 Appletree Rd. Auburn NH	9/15/17	5854	205

ASSESSMENT RECORD

ITEMS	19	19	19	19	19	19	19
LAND							
BLDGS							
TOTAL							



1989 TAX MAP
Map 17



New England Mortgage Plan
CITY OF NEWARK

017-045

Board of Adjustment
Auburn, New Hampshire

NOTICE OF DECISION

Notice is hereby given that the Application For Appeal described below has been GRANTED for the reasons given in the following resolution passed by a majority of the appointed members of the Board of Adjustment.

Applicant JOHN M. & MICHAEL M. KORSACK

Case No. 152

Type of Appeal:

- ☐ Appeal from an Administrative Decision
☐ Application for Special Exception
☒ Application for Variance

Reference: Article 4 Section 5.02 of the Zoning Ordinance

Resolved, that the Board of Adjustment has determined that its decision in this case is in harmony with the general purpose and intent of the Zoning Ordinance.

Resolved, that any Variance or Special Exception granted hereby shall expire if not undertaken within one year of this decision.

(Signed) A. Chloros
Chairman, Board of Adjustment

Date March 11, 1976

ZONING BOARD OF ADJUSTMENT
AUBURN, NEW HAMPSHIRE 03032

February 13, 1976

There will be a hearing on Thursday, March 11, 1976 at 8:00 P. M.
at the Auburn Town Hall to hear the following request:

John M. & Michael M. Korsack

152

10 W. Earlene Drive

Saugus, Massachusetts 01906

Variance to Article 4 Section 5.02 to obtain
a permit to build one house on an undersized
lot at 55 Appletree Road so the land can be
sold. All interested parties are invited to
attend.

Lot 45 P17

(Do not write in this space)

Case No. 152

Date rec'd. _____

by _____

☒ Fee Paid

Board of Adjustment
Auburn, New Hampshire

APPLICATION FOR APPEAL

APPLICANT:

Name John M. and Michael M. Korsack

Tel: 233-3479
1-617-22

Address 10 W Earlene Dr., Saugus, Mass.

Zip Code 01906

PROPERTY CONCERNED:

Location: Street Lot 45 Map p. 17
Appletree Rd (Corner Lot) Zone _____

Description: acres 1.4 frontage 590 ' sides 230 ' 250 ' rear 125 ' 150 '

Owner: (If same as above, write SAME)

Name D Same

Address _____

Zip Code _____

TYPE OF APPEAL:

☐ Appeal from an Administrative Decision

☐ Application for Special Exception

☒ Application for Variance

REFERENCE:

Article 4 Section 5.02 of the Zoning Ordinance

DESCRIPTION OF PROPOSED USE:

Applicant proposes to Obtain permit to build one house

on this site, so that this land can be sold.

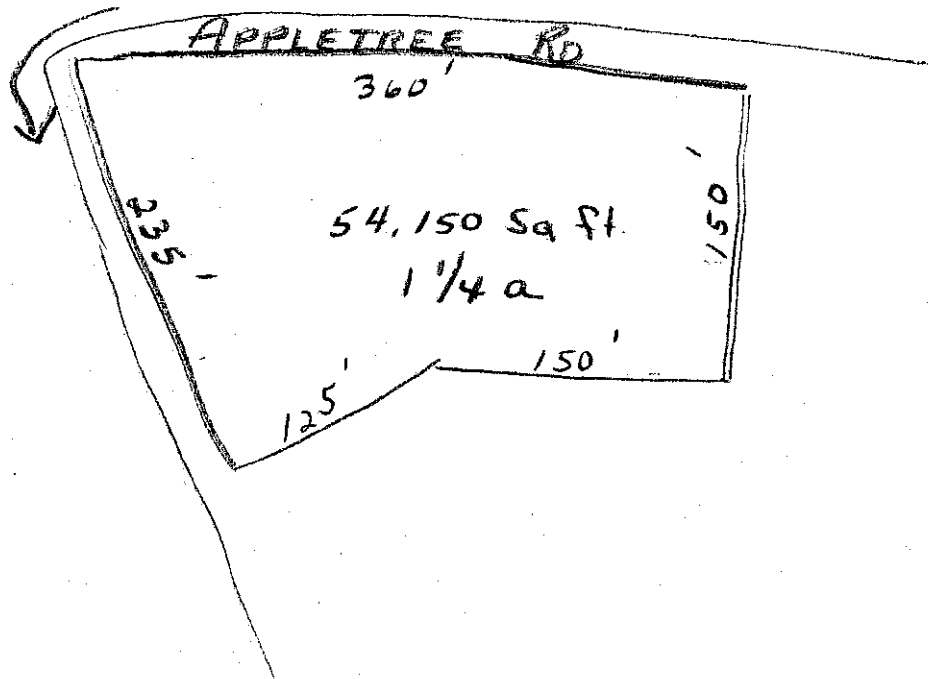
(Signed) John M. Korsack
Applicant

Please attach sketch of property concerned showing proposed use.
Applicant and adjacent property owners will be notified of hearing date by mail.

Land of John M. and Michael M. Korsack
Appletree Rd., Auburn, N. H.

From Tax Map p. 17

Lot 45



APPROVAL FOR CONSTRUCTION

DESIGN INTENT: THE BOTTOM OF THE LEACH BED TO BE NO MORE THAN 3 FEET BELOW ORIGINAL GRADE. APPROVAL NO. 53068

The plans and specifications for sewage or waste disposal system submitted for

MR. WAYNE DAVIS, LOT #55 AND 56, TWO BEDROOM HOUSE, LOCATED IN AUBURN, N.H.

by

are hereby approved.

Mr. Michael Laudie
Route 1, Box 368
Manchester, NH

Date: April 14, 1976

By: David J. Allain
N.H. Water Supply & Pollution Control
Commission Staff

Copy of ~~1~~ & approval sent to:

Board of Selectmen
Auburn, NH

PLEASE POST IN A CONSPICUOUS PLACE DURING CONSTRUCTION - LOCAL APPROVAL MAY ALSO BE REQUIRED.
(over)

#520

TOWN OF AUBURN

Date 4/20/76
Building permit (issued) (denied) to: Wayne Davis
Name: same
Street: Apple Tree Rd.
Town: Auburn State: N.H.
Size of Building 24 x 40 Split
Type of Building residence
Location of Building Apple Tree Rd.

Remarks:
18.80

Harold S. Whittam

Zoning Officer

APPLICATION TO BUILD

DATE

4/20/76

FEES:

BUILD

MOVE BUILDINGS

ALTERATIONS

NAME OF OWNER WAYNE & STARBUCK DAVISADDRESS APPLE TREE RDLOCATION SUN VALLEY AUBURN, N.H.ON THE WEST SIDE OF STREETDISTANCE FROM NEAREST LOT LINE 75'SIZE OF LOT 316' x 150' x 173.92 AREA OF LOT 54,150 sqMATERIAL OF BUILDING WOODDIMENSION OF BUILDING 24 x 40 NUMBER OF ROOMS 4NUMBER BEDROOMS IN RESIDENCE 2BUILDING OCCUPIED FOR RESIDENCE

(GARAGE, RESIDENCE, ETC.)

SEPTIC TANK LOCATION FROM: WATER SUPPLY 75' + FEET
LOT LINE 75' FEETKIND OF WELL TO BE USED FOR WATER SUPPLY ARTESIANWATER SUPPLY LOCATION FROM: LOT LINE 50' FEETESTIMATED COST OF CONSTRUCTION: \$31,500APPLICANT DEARBORN AGENCY - WESLEY GENTILE

SIGNATURE


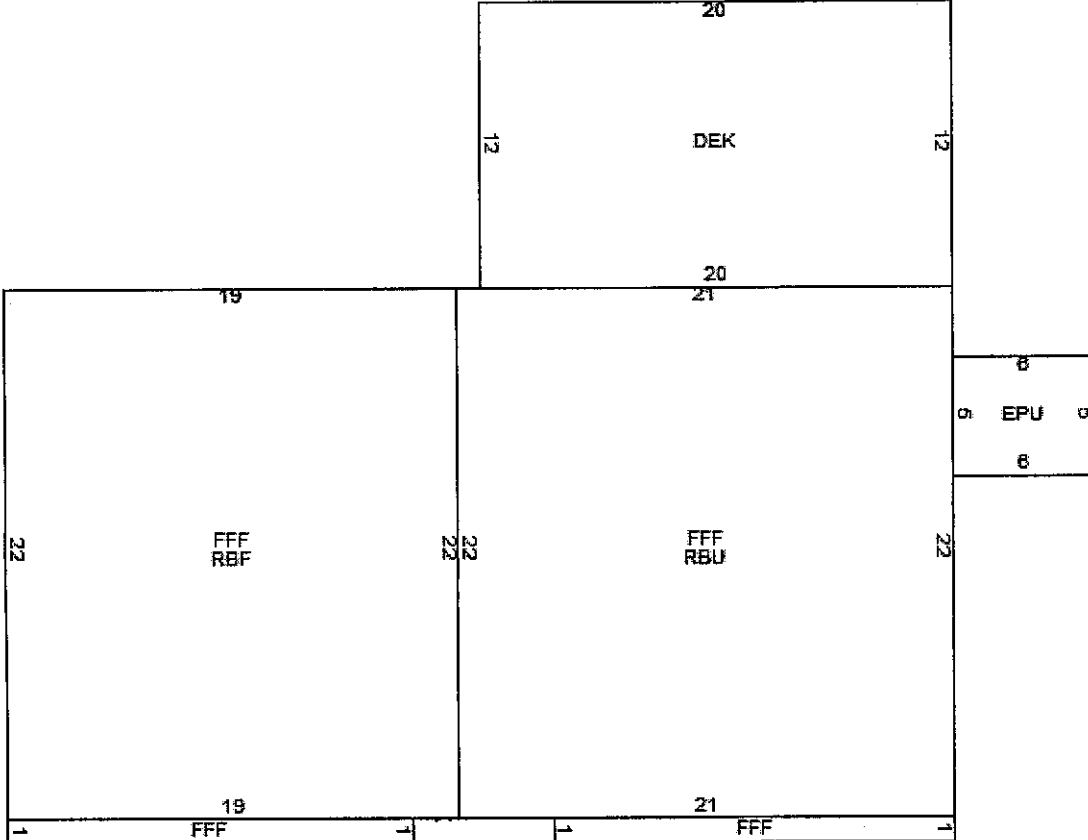
ADDRESS 2024 Cordier Rd, Manchester, N.H.TELEPHONE NUMBER 622-3939FEE OF \$ 12.80 ENCLOSED.

This application is to be completed and sent to the Building Inspector for permit.

The above signed hereby agrees that the proposed work shall be done in accordance with the foregoing statement, and that the work connected therewith shall conform with the building laws and regulations of the Town of Auburn and that WAYNE will notify the Building Inspector when said building is ready for inspection.

669 2175

OWNER INFORMATION			SALES HISTORY					PICTURE								
MICHAUD, GARY B., TRUSTEE GARY B. MICHAUD LIVING TR 145 APPLETREE ROAD AUBURN, NH 03032			Date	Book	Page	Type	Price	Grantor								
			09/15/2017	5854	0265	U I 44		1 MICHAUD, GARY B								
LISTING HISTORY			NOTES													
07/20/15	DMVL		GREY; WOOD/CONVECTION HEAT USED AS PRIMARY;10/07 NOH, DNVI-NEW VINYL SIDING;1/10 CHANGED FLOORING RBF LACKS FLOORING;7/15 P/U SMALL SHED;ICE BACK CAUSED LEAKS IN KIT&LIVING RM;GRANITE CTOP W/STAND WD CABINETS IN KIT;													
07/02/15	INSP	MARKED FOR INSPECTION														
01/28/10	DMVL															
01/11/10	INSP	MARKED FOR INSPECTION														
10/18/07	KMVM															
10/03/07	INSP	MARKED FOR INSPECTION														
12/19/02	TMRL															
EXTRA FEATURES VALUATION													MUNICIPAL SOFTWARE BY AVITAR			
Feature Type	Units	Lngh x Width	Size Adj	Rate	Cond	Market Value	Notes	AUBURN ASSESSING OFFICE								
SHED-METAL	30	6 x 5	400	2.50	20	60										
							100									
PARCEL TOTAL TAXABLE VALUE																
Year	Building	Features	Land													
2016	\$ 67,400	\$ 100	\$ 141,000													
		Parcel Total: \$ 208,500														
2017	\$ 67,400	\$ 100	\$ 141,000													
		Parcel Total: \$ 208,500														
2018	\$ 67,400	\$ 100	\$ 141,000													
		Parcel Total: \$ 208,500														
LAND VALUATION																
Zone: RESIDENTIAL 1 & 2				Minimum Acreage: 2.00				Minimum Frontage: 200				Site: AVERAGE Driveway: PAVED Road: PAVED				
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes		
IF RES	1.243 ac	140,972	E	100	100	100	100	100 -- LEVEL	100	141,000	0	N	141,000			
		1.243 ac									141,000			141,000		

PICTURE	OWNER	TAXABLE DISTRICTS	BUILDING DETAILS																																			
	MICHAUD, GARY B., TRUSTEE GARY B. MICHAUD LIVING TR 145 APPLETREE ROAD AUBURN, NH 03032	District Percentage	Model: 1.00 STORY FRAME RASD RANCH Roof: GABLE OR HIP/ASPHALT Ext: VINYL SIDING Int: DRYWALL Floor: HARDWOOD/CARPET Heat: ELECTRIC/RAD ELECT Bedrooms: 2 Baths: 1.0 Fixtures: 3 Extra Kitchens: Fireplaces: A/C: No Generators: Quality: A0 AVG Com. Wall: Size Adj: 1.1817 Base Rate: RSA 60.00 Bldg. Rate: 1.0753 Sq. Foot Cost: \$ 64.52																																			
	PERMITS																																					
	Date	Project Type	Notes																																			
			<table><tr><th>ID</th><th>Description</th><th>Area</th><th>Adj.</th><th>Effect.</th></tr><tr><td>DEK</td><td>DECK/ENTRANCE</td><td>240</td><td>0.10</td><td>24</td></tr><tr><td>FFF</td><td>FST FLR FIN</td><td>914</td><td>1.00</td><td>914</td></tr><tr><td>EPU</td><td>COVERED</td><td>30</td><td>0.35</td><td>11</td></tr><tr><td>RBF</td><td>RAISED BSMNT</td><td>418</td><td>0.50</td><td>209</td></tr><tr><td>RBU</td><td>RAISED BSMNT</td><td>462</td><td>0.25</td><td>116</td></tr><tr><td colspan="2">GLA: 914</td><td>2,064</td><td></td><td>1,274</td></tr></table>	ID	Description	Area	Adj.	Effect.	DEK	DECK/ENTRANCE	240	0.10	24	FFF	FST FLR FIN	914	1.00	914	EPU	COVERED	30	0.35	11	RBF	RAISED BSMNT	418	0.50	209	RBU	RAISED BSMNT	462	0.25	116	GLA: 914		2,064		1,274
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RBU	RAISED BSMNT	462	0.25	116																																		
GLA: 914		2,064		1,274																																		
2013 BASE YEAR BUILDING VALUATION																																						
Market Cost New:		\$ 82,198																																				
Year Built:		1977																																				
Condition For Age:	GOOD	18 %																																				
Physical:																																						
Functional:																																						
Economic:																																						
Temporary:																																						
Total Depreciation:		18 %																																				
Building Value:		\$ 67,400																																				

TOWN OF AUBURN

POLICY FOR RESTORATION OF INVOLUNTARILY MERGED LOTS

In accordance with NH RSA 674:39-aa, any owner of lots merged by municipal action for zoning, assessing or taxation purposes prior to September 18, 2010 and without the consent of the owner, may request that the lots be restored to their pre-merger status.

This policy sets out the conditions and process the Town of Auburn will use to handle requests to restore these lots to their prior status.

In order to restore lots to their premerger status and all zoning and tax maps being updated to identify the premerger boundaries of said lots or parcels as recorded at the Rockingham County Registry of Deeds, provided:

- a. The request is submitted to the Auburn Board of Selectmen prior to December 31, 2021.
- b. No owner in the chain of title voluntarily merged his or her lots. If any owner in the chain of title voluntarily merged his or her lots, then all subsequent owners shall be estopped from requesting restoration. The municipality shall have the burden of proof to show that any previous owner voluntarily merged his or her lots.
- c. All decisions of the Board of Selectmen may be appealed in accordance with the provisions of RSA 676.
- d. The restoration of the lots to their premerger status shall not be deemed to cure any non-conformity with existing local land use ordinances.

Application Process for the Restoration of Involuntarily Merged Lots:

Owners interested in restoring involuntarily merged lots to their premerger status shall follow the following application process:

- 1) Complete the "Application for Restoration of Involuntarily Merged Lots" and submit it to the Board of Selectmen's Office.
 - a. Document the "pre-merger" configuration of any lots by providing the following with the application:
 - i. Most current deed(s) for the lots
 - ii. If the property was obtained from an estate (inherited), attach a copy of the statutory "Notice to Cities and Towns" if applicable
 - iii. Book and Page Numbers of Recorded Deeds
 - iv. Recorded Plan Numbers
 - v. Recorded Surveys (if available) which may depict the "pre-merger" configuration of the lots.

TOWN OF AUBURN

POLICY FOR RESTORATION OF INVOLUNTARILY MERGED LOTS

- vi. Unless such information already exists in the town records, if any part of the existing property is improved by structures, the Applicant must provide proof of location of all structures (including buildings, pools, fences, etc.), driveways, walkways and associated features; water supply wells; approximate location of septic tanks, leach beds or cesspools; and the superimposed lines of the pre-merger lot lines as requested by the Applicant.
 - vii. Abutters List (per RSA 672:3 an "Abutter" means any person whose property is located in New Hampshire and adjoins or is directly across the street or stream from the land under consideration by local land use board, and/or
 - viii. Any other information documenting your request.
- 2) The Assessing Department and the Code Enforcement Officer shall review all documents and forward any comments and/or recommendation to the Town Administrator on behalf of the Board of Selectmen within fifteen (15) business days of the receipt of the "Application for Restoration of Involuntarily Merged Lots".
 - 3) If the Town Administrator deems it necessary, the application and supporting documents may be sent to Town Counsel for review
 - 4) The Town Administrator shall schedule consideration of the Application and supporting material during a regularly scheduled meeting of the Board of Selectmen within forty-five (45) days of submittal.
 - 5) If, upon review by the Board of Selectmen, the Board determines that additional information is required; up to an additional ten (10) days will be provided to produce the additional information.
 - 6) Within ninety (90) days from the date of submission, the Board of Selectmen shall render a determination on the Application at a meeting of the Board, and shall issue a written Notice of Decision to the Applicant(s) and the Assessing Department.
 - 7) Within five (5) business days of the date of the Board of Selectmen's final decision, a copy of the written Notice of Decision shall be sent via regular mail to the Applicant(s) and shall be posted with the Assessor's / Selectmen's Office.
 - 8) If the Application has been granted (in whole or in part), the appropriate changes will be noted on the Town Tax Maps, Zoning Map, Assessor records, and shall be recorded at the Registry of Deeds.
 - 9) The restoration of the lots to their pre-merger status shall not be deemed to cure any non-conformity with existing local land use ordinances.

TOWN OF AUBURN
POLICY FOR RESTORATION OF INVOLUNTARILY MERGED LOTS

Right to Appeal:

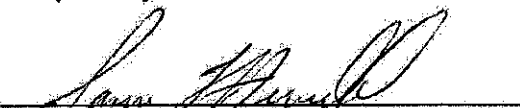
Any aggrieved party has a right to appeal the decision of the Board of Selectmen pursuant to the provisions of RSA 676.

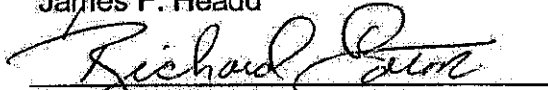
The written Notice of Decision shall state the right to appeal.


Effective Date:

This policy shall take effect upon adoption.

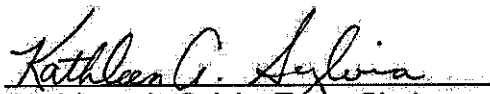
Adopted by the Board of Selectmen the 28th day of August, 2017.


James F. Headd


Richard W. Eaton


Dale W. Phillips
AUBURN BOARD OF SELECTMEN

Received and recorded this 13th day of September, 2017


Kathleen A. Sylvia, Town Clerk

Town of Auburn, NH
Application for Restoration of
Involuntarily Merged Lots Pursuant to RSA 674:39-aa

Instructions & General Information for Restoration of Involuntarily Merged Lots

In accordance with RSA 674:39-aa, any owner of a lot or parcel of land merged by municipal action for zoning, assessing, or taxation purpose prior to September 18, 2010 and without the consent of the owner may request that the lots be restored to their premerger status and all zoning and tax maps shall be updated to identify the premerger boundaries of said lots or parcels as recorded at the Rockingham County Registry of Deeds, provided:

- a. The request is submitted to the Town of Auburn Board of Selectmen prior to December 31, 2021.*
- b. No owner in the chain of title voluntarily merged his or her lots. If any owner in the chain of title by any overt act or conduct voluntarily merged his or her lots, then all subsequent owners shall be estopped from requesting restoration. The municipality shall have the burden of proof to show that any previous owner voluntarily merged his or her lots.
- c. All decisions of the Town of Auburn Board of Selectmen may be appealed in accordance with the provisions of RSA 676. Prior to any action on the application by the Board of Selectmen, the property may be inspected by the Code Enforcement Officer with a report of that inspection and recommendation for action to be provided to the Board of Selectmen. By submission of this application, the property owner does hereby consent to the inspection of the property by the Town.
- d. The restoration of the lots to their premerger status shall not be deemed to cure any nonconformity with existing local land use ordinances.
- e. In the event the request is granted, the property owner will be required to pay the filing fee to register a Notice of Lot Restoration at the Rockingham County Registry of Deeds.

The procedure for requesting the Restoration of Involuntarily Merged Lots Pursuant to RSA 674:39-aa is as follows:

1. Complete the Application for Restoration of Involuntarily Merged Lots Pursuant to RSA 674:39-aa. The form must be typed or legible and completed in ink.
2. Attach copies of the following documents:
 - a. Deed(s) for each lot or parcel
 - b. Written Consent of each Mortgage Holder (if any)
 - c. Survey (if available)
 - d. Site plan (if available)
 - e. Approved subdivision plan (if available)
 - f. Pre-merger tax bills (if available)
 - g. If the property was obtained from an estate (inherited), attach copy of the statutory "Notice to Cities and Towns"
 - h. Any other documentation that you think is pertinent

Please be advised that the restoration of involuntarily merged lots may have assessment implications and may only be developed in accordance with the Ordinances of the Town of Auburn. If the request is granted, the assessment of the restored lots will be effective the following April 1st.

*RSA 674:39-aa, II (a) Amended effective August 23, 2016 (approved June 24, 2016)

Town of Auburn, NH
**Application for Restoration of
Involuntarily Merged Lots Pursuant to RSA 674:39-aa**

Applicant Information

Owner(s) Name _____
Address/Street Number _____
City & State _____ Telephone () _____

*Current Parcel Information (use additional sheet if more than three parcels involved)**

	Parcel 1	Parcel 2	Parcel 3
Assessor's Map/Lot/Sub			
Street Address			
Deed Reference Book/Page			

**Please attach a copy of the deed for each parcel. Please also attach any written consent of mortgage holders, relevant surveys, site plans, approved subdivision plans, pre-merger tax bills or other documentation that you think is pertinent. This application must be submitted to the Town of Gilmanton Board of Selectmen prior to December 31, 2021. Please see the Instructions & General Information for additional details. By submission of this application, the property owner does hereby consent to the inspection of the property by the Town.*

Owner's Signature _____ Date _____

Owner's Signature _____ Date _____

TITLE LXIV PLANNING AND ZONING

CHAPTER 674 LOCAL LAND USE PLANNING AND REGULATORY POWERS

Regulation of Subdivision of Land

Section 674:39-aa

674:39-aa Restoration of Involuntarily Merged Lots. –

I. In this section:

(a) "Involuntary merger" and "involuntarily merged" mean lots merged by municipal action for zoning, assessing, or taxation purposes without the consent of the owner.

(b) "Owner" means the person or entity that holds legal title to the lots in question, even if such person or entity did not hold legal title at the time of the involuntary merger.

(c) "Voluntary merger" and "voluntarily merged" mean a merger under RSA 674:39-a, or any overt action or conduct that indicates an owner regarded said lots as merged such as, but not limited to, abandoning a lot line.

II. Lots or parcels that were involuntarily merged prior to September 18, 2010 by a city, town, county, village district, or any other municipality, shall at the request of the owner, be restored to their premerger status and all zoning and tax maps shall be updated to identify the premerger boundaries of said lots or parcels as recorded at the appropriate registry of deeds, provided:

(a) The request is submitted to the governing body prior to December 31, 2021.

(b) No owner in the chain of title voluntarily merged his or her lots. If any owner in the chain of title voluntarily merged his or her lots, then all subsequent owners shall be estopped from requesting restoration. The municipality shall have the burden of proof to show that any previous owner voluntarily merged his or her lots.

III. All decisions of the governing body may be appealed in accordance with the provisions of RSA 676.

IV. Any municipality may adopt local ordinances, including ordinances enacted prior to the effective date of this section, to restore previously merged properties that are less restrictive than the provisions in paragraph I and II.

V. The restoration of the lots to their premerger status shall not be deemed to cure any non-conformity with existing local land use ordinances.

VI. Municipalities shall post a notice informing residents that any involuntarily merged lots may be restored to premerger status upon the owner's request. Such notice shall be posted in a public place no later than January 1, 2012 and shall remain posted through December 31, 2016. Each municipality shall also publish the same or similar notice in its 2011 through 2015 annual reports.

Source. 2011, 206:4, eff. July 24, 2011. 2016, 327:2, eff. Aug. 23, 2016.

[illegible]

SECTION 00331

BID

PART A - BID

Proposal of Pidcor Inc. (Alan Villeneuve) (hereinafter called "BIDDER"), organized and existing under the laws of the State of NH doing business as Pidcor Inc - corporation *

*Insert "a corporation," "a partnership," or "an individual" as applicable.

To the Town of Auburn (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for the construction of the: Auburn Storage Facility Project, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is pecuniarily interested in this proposal or in the Contract for the Work which he proposes to do, that he has carefully examined the Contract and Specifications and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the Work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Specifications and Drawings prepared by Stantec Consulting Services, Inc. for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

~~BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed, to fully complete the Project and obtain an executed Certificate of Final Completion within One Hundred Twenty (120) calendar days of the Notice to Proceed. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.~~

The BIDDER proposes and agrees that within the next five (5) calendar days after the day on which Notice of the Award shall be given to him or mailed to him at the address hereinafter given, he will sign three (3) copies of the Agreement of the form provided in Section 00531 - Agreement, and will execute and deliver to the OWNER the Agreement and bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	dated <u>April 27</u>	20 <u>21</u>
No. _____	dated _____	20 _____
No. _____	dated _____	20 _____
No. _____	dated _____	20 _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This Statement must be notarized. The Bidder may submit any additional information he/she desires.

Date

1. Firm Name: Pidlcor Inc
2. Permanent Main Office Address and Phone Number: P.O. Box 217, Auburn, NH
03032 - 603-235-0921
3. When Organized: 2020
4. If a Corporation, where incorporated (if in more than one State, so indicate):
NH
5. Show significant contracts (recently completed), gross value for each, the month and year completed, the names and phone numbers of Owner and Architect/Engineer.

Northway Bank	\$360,000.00	2/2021	William Weardner	Stibler Associates
Neighborhoods	\$15,000.00	4/2021	Neighborhoods	John Jordan
MCC	\$1,300,000.00	9/2021	MCC	Stone River Architects
Dartmouth	\$115,000.00	4/2021	Dartmouth	Stone River
Masillo	\$110,000.00	9/2020	Masillo	Stibler Associates
Wright Choice	\$131,000.00	10/2020	Farley White	Stibler Associates
Coke	\$110,000.00	2/2021	Coke	Stibler Associates

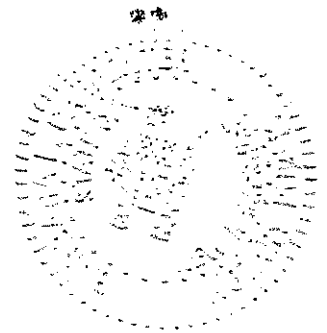
State of New Hampshire County of: Rockingham

Subscribed and sworn to me this 5 day of May, 2021

Notary Public: Barbara Clapp

My Commission Expires: Nov. 25, 2024

Ken Vall



SCHEDULE OF PRICES: NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

BIDDER shall provide total lump sum bid prices for Option #1 and/or Option #2. If the BIDDER provides a price for Option #1, then the BIDDER must also provide a price for Bid Alt Item #1. If the BIDDER only provides a price for Option #2, then the Bid Alt Item #1 shall be blank, as the metal building option must include a metal roof.

BIDDER agrees to perform all the necessary labor, furnish all materials and do all work described in the Specifications and shown on the Drawings, for the following lump sum prices and/or unit prices:

Bid Option #1

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
1	FURNISH & INSTALL CONCRETE FOOTINGS, FROST WALLS, SLAB, EXTERIOR DOOR APRONS & TESTING	LS	\$	1	\$ 29,440.00
	Price in Words <i>Twenty-Nine Thousand Four Hundred Forty dollars</i>				
2	FURNISH & INSTALL WOODEN STICK-BUILT BUILDING SHELL, ROOFING, SIDING, CHAINLINK FENCE, PERMITS	LS	\$	1	\$ 54,650
	Price in Words <i>Fifty-Four Thousand Six Hundred Fifty dollars</i>				
3	FURNISH & INSTALL ELECTRICAL AND LIGHTING, COMPLETE, PERMITS	LS	\$	1	\$ 6,900.00
	Price in Words <i>Six Thousand Nine Hundred dollars</i>				
4	FURNISH & INSTALL OVERHEAD AND WALK-THROUGH DOORS	LS	\$	1	\$ 11,650.00
	Price in Words <i>Eleven Thousand Six Hundred Fifty dollars</i>				

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
5	PAVING ALLOWANCE	ALLOW	\$5,000	1	\$ 5000.00
Price in Words <u>Five Thousand dollars</u>					

TOTAL BASE BID PRICE (Item #1, THROUGH Item #5):(in figures) \$ 107,640.00(in words) One Hundred Seven Thousand Six Hundred Forty dollars**Bid Option #2** _____ Dollars

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
1	FURNISH & INSTALL CONCRETE FOOTINGS, FROST WALLS, SLAB, EXTERIOR DOOR APRONS & TESTING	LS	\$	1	\$
Price in Words _____					
2	FURNISH & INSTALL PRE-ENGINEERED BUILDING, SHELL, ROOFING, SIDING, CHAINLINK FENCE, PERMITS	LS	\$	1	\$
Price in Words _____					
3	FURNISH & INSTALL ELECTRICAL AND LIGHTING, COMPLETE, PERMITS	LS	\$	1	\$
Price in Words _____					

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
4	FURNISH & INSTALL OVERHEAD AND WALK-THROUGH DOORS	LS	\$	1	\$
	Price in Words _____				
5	PAVING ALLOWANCE	ALLOW	\$5,000	1	\$
	Price in Words _____				

TOTAL BASE BID PRICE (Item #1, THROUGH Item #5):

(in figures) \$ _____

(in words) _____

Bid Alt #1

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
1	ADDITIONAL COST TO FURNISH & INSTALL STANDING SEAM METAL ROOF FOR OPTION #1 ONLY, IN LIEU OF SHINGLED ROOF	LS	\$	1	\$5,500.00
	additional Price in Words <u>Five Thousand Five Hundred dollars</u>				

TOTAL BID ALT PRICE (Item #1):

(in figures) \$ 5500.00(in words) Five Thousand Five Hundred dollars

The OWNER shall select the bid that presents the BEST PERCEIVED VALUE. The project will not be awarded, based on bid prices alone.

The Owner shall elect to award either Option #1 or Option#2. And, may elect to award BID Alternate No. 1.

PART B - BID CONDITIONS

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of Sixty (60) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal Contract attached and deliver the Contract and Insurance Certificate(s) to the OWNER within five (5) days.

This Bid may be accepted by the OWNER at any time within sixty ³⁰~~60~~ days of the opening of Bids.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Contract within five (5) days from the date of Notice of Award of the Contract, then the OWNER may, at his option, determine that the undersigned has abandoned the Contract, and there upon, this Bid shall be null and void.

The full name and residence of all persons and parties submitting a Bid as principals are as follows:

Alan Villeneuve - Auburn

PART C - EXECUTION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Seal (if corporation)

Alan Villeneuve
(Signature of BIDDER)
President
(Title of BIDDER)
P.O. Box 217,
(Business address of BIDDER)
Auburn NH 03032
(Town, State and Zip Code)

Dated at the office the 5th day of May, 2021

END OF SECTION

Bid
00331

PIDCOR INC

Estimate

Date	Estimate #
5/5/2021	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' storage garage based on Stantec plans 4/2021			
General requirements, insurance, supervision, NO PERMIT FEES		8,800.00	8,800.00
Third party inspection allowance		800.00	800.00
Equipment rental, Lull, Concrete pump		2,400.00	2,400.00
Dumpster		500.00	500.00
Concrete- footings, frost wall, floor, exterior pads		20,740.00	20,740.00
Miscellaneous metals--rebar		1,800.00	1,800.00
Wood frame, materials and labor		33,600.00	33,600.00
Vinyl siding, metal trims, asphalt roofing shingles		14,750.00	14,750.00
Three 9x9 garage doors with electric openers, two man doors		11,650.00	11,650.00
Electrical & Lighting, New panel fed underground from Firehouse, spare 2" conduit for low voltage		5,650.00	5,650.00
Light fixtures			
Interior chain link partition.		1,250.00	1,250.00
Earthwork---\$5000.00 allowance		700.00	700.00
All site work and related materials provided and performed by others.		5,000.00	5,000.00
Add for metal roof---\$5500.00			
Deduct \$3200.00 for non-electric doors			
		Total	\$107,640.00

SECTION 00331

BID

PART A - BID

Proposal of NH Core Properties, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Hampshire doing business as _____*

*Insert "a corporation," "a partnership," or "an individual" as applicable.

To the Town of Auburn (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for the construction of the: Auburn Storage Facility Project, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is pecuniarily interested in this proposal or in the Contract for the Work which he proposes to do, that he has carefully examined the Contract and Specifications and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the Work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Specifications and Drawings prepared by Stantec Consulting Services, Inc. for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed, to fully complete the Project and obtain an executed Certificate of Final Completion within One Hundred Twenty (120) consecutive calendar days of the Notice to Proceed. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within the next five (5) calendar days after the day on which Notice of the Award shall be given to him or mailed to him at the address hereinafter given, he will sign three (3) copies of the Agreement of the form provided in Section 00531 - Agreement, and will execute and deliver to the OWNER the Agreement and bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

The BIDDER acknowledges receipt of the following addenda:

No. <u>One</u>	, dated <u>April 27</u>	, 20 <u>21</u>
No. _____	, dated _____	, 20____
No. _____	, dated _____	, 20____
No. _____	, dated _____	, 20____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This Statement must be notarized. The Bidder may submit any additional information he/she desires.

Date

1. Firm Name: NH Core Properties, LLC
2. Permanent Main Office Address and Phone Number: 722 E. Industrial Park Drive Unit 14 Manchester NH
3. When Organized: 1994 / Current Ownership 2011
4. If a Corporation, where incorporated (if in more than one State, so indicate):

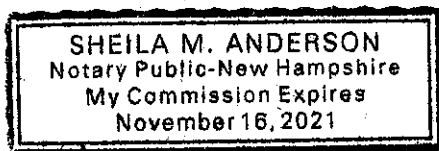
5. Show significant contracts (recently completed), gross value for each, the month and year completed, the names and phone numbers of Owner and Architect/Engineer.
We complete approx 400,000 in construction projects annually.

State of New Hampshire County of: Rockingham

Subscribed and sworn to me this 7 day of May, 2021

Notary Public: Sheila Anderson

My Commission Expires: 11/16/21



SCHEDULE OF PRICES: NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

BIDDER shall provide total lump sum bid prices for Option #1 and/or Option #2. If the BIDDER provides a price for Option #1, then the BIDDER must also provide a price for Bid Alt Item #1. If the BIDDER only provides a price for Option #2, then the Bid Alt Item #1 shall be blank, as the metal building option must include a metal roof.

BIDDER agrees to perform all the necessary labor, furnish all materials and do all work described in the Specifications and shown on the Drawings, for the following lump sum prices and/or unit prices:

Bid Option #1

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
1	FURNISH & INSTALL CONCRETE FOOTINGS, FROST WALLS, SLAB, EXTERIOR DOOR APRONS & TESTING	LS	\$	1	\$ 23,608.-
	Price in Words <u>Twenty Three Thousand Six Hundred Eight 00/100</u>				
2	FURNISH & INSTALL WOODEN STICK-BUILT BUILDING SHELL, ROOFING, SIDING, CHAINLINK FENCE, PERMITS	LS	\$	1	\$ 51,970.-
	Price in Words <u>Fifty One Thousand Nine Hundred Seventy 00/100</u>				
3	FURNISH & INSTALL ELECTRICAL AND LIGHTING, COMPLETE, PERMITS	LS	\$	1	\$ 14,711.-
	Price in Words <u>Fourteen Thousand Seven Hundred Eleven 00/100</u>				
4	FURNISH & INSTALL OVERHEAD AND WALK-THROUGH DOORS	LS	\$	1	\$ 9,180
	Price in Words <u>Nine One Hundred Eighty 00/100</u>				

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
5	PAVING ALLOWANCE	ALLOW	\$5,000	1	\$ 5000.-
Price in Words <u>Five Thousand 00/100</u>					

TOTAL BASE BID PRICE (Item #1, THROUGH Item #5):(in figures) \$ 104,469.-(in words) One Hundred Four Thousand Four HundredSixty Nine Dollars**Bid Option #2**No Providing

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
1	FURNISH & INSTALL CONCRETE FOOTINGS, FROST WALLS, SLAB, EXTERIOR DOOR APRONS & TESTING	LS	\$	1	\$
Price in Words _____					
2	FURNISH & INSTALL PRE-ENGINEERED BUILDING, SHELL, ROOFING, SIDING, CHAINLINK FENCE, PERMITS	LS	\$	1	\$
Price in Words _____					
3	FURNISH & INSTALL ELECTRICAL AND LIGHTING, COMPLETE, PERMITS	LS	\$	1	\$
Price in Words _____					

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
4	FURNISH & INSTALL OVERHEAD AND WALK-THROUGH DOORS	LS	\$	1	\$
	Price in Words _____				
5	PAVING ALLOWANCE	ALLOW	\$5,000	1	\$
	Price in Words _____				

TOTAL BASE BID PRICE (Item #1, THROUGH Item #5):

(in figures) \$ _____

(in words) _____

Bid Alt #1

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
1	ADDITIONAL COST TO FURNISH & INSTALL STANDING SEAM METAL ROOF FOR OPTION #1 ONLY, IN LIEU OF SHINGLED ROOF	LS	\$	1	\$ 24912.-
	Price in Words <u>Twenty Four Thousand Nine Hundred Twelve 00/100</u>				

TOTAL BID ALT PRICE (Item #1):(in figures) \$ 24912.-(in words) Twenty Four Thousand Nine Hundred Twelve 00/100

The OWNER shall select the bid that presents the BEST PERCIEVED VALUE. The project will not be awarded, based on bid prices alone.

The Owner shall elect to award ether Option #1 or Option#2. And, may elect to award BID Alternate No. 1.

PART B - BID CONDITIONS

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of Sixty (60) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal Contract attached and deliver the Contract and Insurance Certificate(s) to the OWNER within five (5) days.

This Bid may be accepted by the OWNER at any time within sixty (60) days of the opening of Bids.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Contract within five (5) days from the date of Notice of Award of the Contract, then the OWNER may, at his option, determine that the undersigned has abandoned the Contract, and there upon, this Bid shall be null and void.

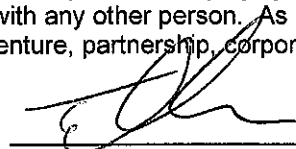
The full name and residence of all persons and parties submitting a Bid as principals are as follows:

Thomas Carroll Auburn NH

PART C - EXECUTION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Seal (if corporation)



(Signature of BIDDER)

Owner

(Title of BIDDER)

722 E. Industrial Park Dr #14 Manchester NH 03109

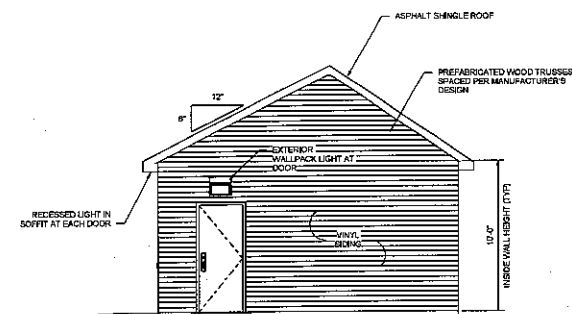
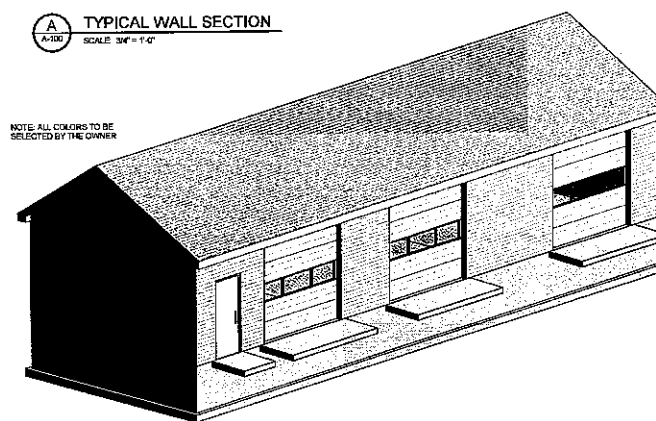
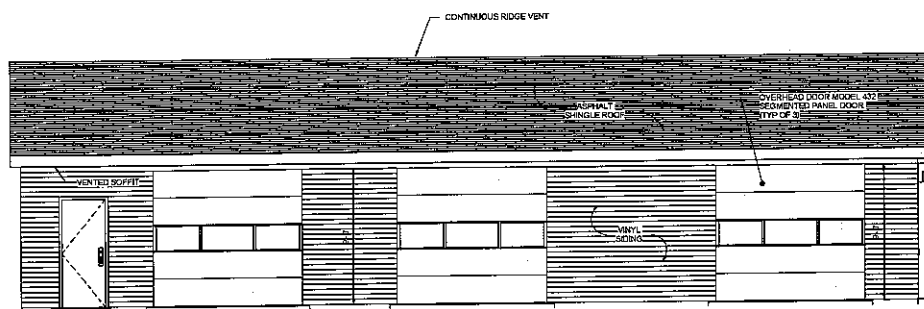
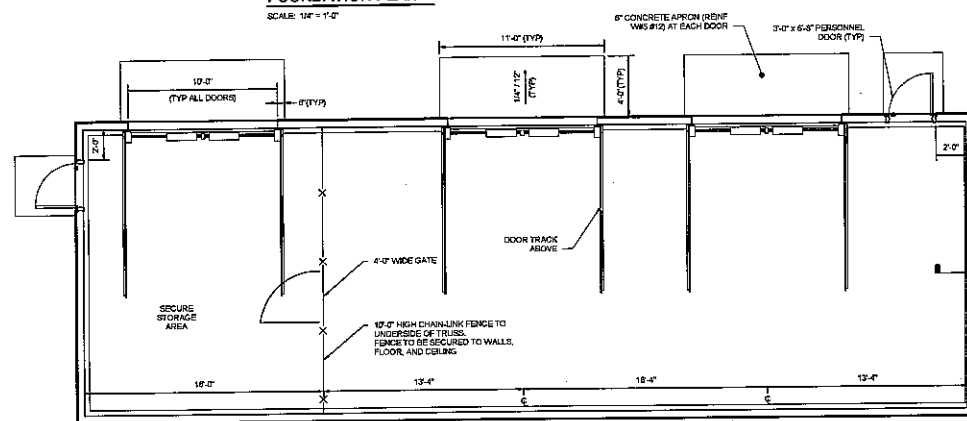
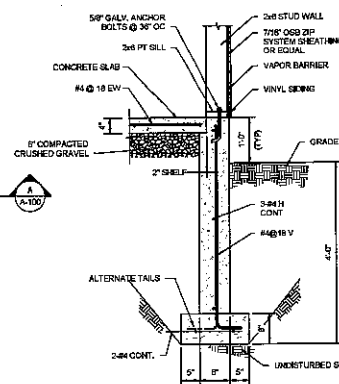
(Business address of BIDDER)

(Town, State and Zip Code)

Dated at _____ the 7 day of May, 2021.

END OF SECTION

Bid
00331



- GENERAL SHEET NOTES

1. ALL CONCRETE TO CONFORM TO ACI STANDARDS, LATEST EDITION.
2. FOOTINGS SHALL BE 3,000 PSI CONCRETE.
3. WALLS AND FLOOR SHALL BE 3,500 PSI CONCRETE.
4. CONSTRUCTION SHALL BE IN COMPLIANCE WITH ALL LOCAL AND NATIONAL BUILDING CODES.



Stantec

Starter Consulting Services Inc.
15 Dorchester Drive Suite 200
Auburn, 03003-9994
Tel: (603) 469-8672
www.starter.com

Consultant

[illegible]

Pencil/Seal

Client/Project
TOWN OF AUBURN
NEW HAMPSHIRE

AUBURN STORAGE FACILITY

AUBURN, NH

Project No.: 195113307
Scale As Indicated

Date: 08/08
Drawn: DGP
Title: **STORAGE FACILITY
PLAN, SECTIONS, AND
ELEVATIONS**

Sheet: 1 of 1
Drawing No.:

PLANNING BOARD
TOWN OF AUBURN

April 23, 2021

Mr. Keith Leclair, Chairman
Town of Auburn
Board of Selectmen
47 Chester Road
Auburn, NH 03032

**Re: 11 Rockingham Road – Wayne Kenney
Maintenance Surety Release Recommendation**

Dear Mr. Leclair:

On April 21, 2021, the Planning Board voted to recommend The Board of Selectmen approve the release of the remaining surety currently being held by the Town of Auburn in the amount of \$3,500.00 for 11 Rockingham Road. A copy of the meeting minutes is attached hereto. Mr. Tatem of Stantec has sent a recommendation dated April 12, 2021 of which is attached as well for your reference. Stantec's letter indicates that the project is complete, and the surety can be released to the Developer, except for \$491 which is needed to replenish the escrow account to cover Stantec's costs. Therefore, the total amount to be released to Mr. Kenney is \$3,009.00 plus any interest that has accrued.

Thank you for your attention to this matter. Please feel free to contact me with any questions.

Sincerely,



Denise Royce
Land Use Administrator

cc: Auburn Planning Board



April 12, 2021
File: 195113283

Attention: Mr. Ron Poltak, Chairman
Office of the Planning Board
P.O. Box 309, 47 Chester Road
Auburn, NH 03032-0309

Dear Mr. Poltak,

**Reference: Auburn, NH
Kenney Site Plan
Remaining Work List, Surety Reduction and As-Built Review #3**

At the request of the Building Department, we visited the subject site to view the removal of the temporary erosion control measures. These erosion control measures were removed, as requested. We recommend that the \$3,500 of surety being held by the Town, be released to the Developer, with the exception of \$491 which is needed to replenish the escrow account to cover the cost of the additional as-built review and site visit.

Please call if you have any questions.

Sincerely,

STANTEC CONSULTING SERVICES INC.

J. Daniel Tatem
Senior Associate
Phone: (603) 669-8672
Fax: (603) 669-7636
dan.tatem@stantec.com

c. Wayne Kenney, Developer
Denise Royce, Carrie Cote, Town of Auburn

\$ 3,500. -
- 491. - Stantec

\$ 3,009.00 + Interest

Design with community in mind

MINUTES

Mr. Rolfe moved to approve the minutes for April 7th, 2021 as written. Mr. Porter seconded the motion. A vote was taken, all were in favor and the motion passed.

PUBLIC HEARING

**Eric Mitchell
On Behalf of Matthew Scott
HQ Properties Realty Trust
15 King Street, Tax Map 25, Lot 47
Zoned Industrial
Major Site Plan Review**

Mr. Poltak moved into the King Street proposal and explained a little bit about the project and the location of the property. Mr. Poltak informed everyone present tonight that, they have requested, through Eric Mitchell's office to be continued until our meeting of May 19th. So they are requesting a continuance of which he had no problem with and pointed out that Mr. Tatem, who was present tonight and who would be working closely on this project with Mr. Mitchell. With that said, Mr. Poltak asked for a motion to continue the Public Hearing on the site plan proposed for the King Street property until May 19th.

Mr. Porter made a motion to continue the Public Hearing for Major Site Plan Review for King Street, Tax Map 25, Lot 47 to May 19th, 2021. Mr. Rolfe seconded the motion. A vote was taken, all were in favor and the motion passed. This Public Hearing is continued until May 19th.

**Wayne Kenney
Kenney Site Plan
11 Rockingham Road, Tax Map 31, Lot 19
Discuss Release of Surety**

Mr. Poltak continued with the release of surety currently being held by the Town of Auburn as the project is now completed. The Town of Auburn is currently holding \$3,500 of which \$491 is needed to replenish the Stantec escrow for the completion of Stantec's review. The total surety to be released would be \$3,009 plus interest. At this time, Mr. Poltak asked for a motion to release the surety on the Wayne Kenney property in the amount of \$3,009 plus interest would be in order.

Mr. Porter made a motion to release the surety currently being held by the Town of Auburn for the Wayne Kenney project located at 11 Rockingham Road, Tax Map 31, Lot 19 be released in the amount of \$3,009.00 plus interest. Mr. Rolfe seconded the motion. A vote was taken, all were in favor and the motion passed.



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



VIA EMAIL ONLY

April 26, 2021

Brian DesMarais, P.G.
Waste Management of New Hampshire, Inc.
15 Taylor Avenue
Rochester, NH 03839
Email: bdesmarais@wm.com

SUBJECT: Municipal Solid Waste and Citizen Drop Off Facility, 24 Grey Point Avenue, Auburn, NH
Permit No. DES-SW-SP-97-001

Issuance of Type III Permit Modification – Change in Aboveground Site Feature (Compactor)

Initial application received January 19, 2021; assigned Application No. 2021-51805

Dear Mr. DesMarais:

The New Hampshire Department of Environmental Services, Waste Management Division (NHDES) has completed its review of the above-referenced application to modify Permit No. DES-SW-SP-97-001 to approve the installation and operation of a compactor at the Municipal Solid Waste and Citizen Drop Off Facility located in Auburn, NH.

The requested modification is herewith granted per the enclosed Record of Permit Modification issued pursuant to RSA 149-M:9 and Chapter Env-Sw 300 of the New Hampshire Solid Waste Rules, Env-Sw 100 et seq. Please attach a copy of the enclosed Record of Modification to the subject permit to provide a record of this action.

Any person aggrieved by this decision can file an appeal with the NH Waste Management Council (Council). Any such appeal must be filed directly with the Council in accordance with the Council's rules, Env-WMC 204, *Appeals: Filing; Notice; Parties and Representatives; Scheduling; Motions*. The appeal must be filed **directly with the Council within 30 days** of the date of this decision and must set forth fully **every ground** upon which it is claimed that the decision complained of is unlawful or unreasonable. Only those grounds set forth in the notice of appeal can be considered by the Council. Information about the Council, including a link to the Council's rules, is available at <https://www.nhec.nh.gov>.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-2925 • Fax: (603) 271-2456 • TDD Access: Relay NH 1-800-735-2964

If you have questions concerning the permit modification, please contact the Solid Waste Management Bureau at (603) 271-2925 or solidwasteinfo@des.nh.gov.

Sincerely,



Laura J. Filiau, M.P.A.
Waste Management Division
Solid Waste Management Bureau
Tel: (603) 271-0675
Email: laura.filiau@des.nh.gov

encl. Record of Modification, dated April 26, 2021

ec: William Herman, Town Administrator, Town of Auburn; email: townadmin@townofauburnnh.com
Keith Leclair, Chairman-BOS, Town of Auburn; email: adminassist@townofauburnnh.com
Kathleen Sylvia, Town Clerk, Town of Auburn; email: townclerk@townofauburnnh.com
Robert Magnusson, WMNH; email: bmagnusson@wm.com
Steve Poggi, WMNH; email: spoggi@wm.com



RECORD OF TYPE III MODIFICATION TO SOLID WASTE MANAGEMENT FACILITY PERMIT

Issued by the New Hampshire Department of Environmental Services, Waste Management Division (NHDES)
pursuant to RSA 149-M and Chapter Env-Sw 300 of the New Hampshire Solid Waste Rules (Rules)

I. PERMIT/FACILITY IDENTIFICATION:

Permit No.: DES-SW-SP-97-001

Permittee: Waste Management of New Hampshire, Inc.

Facility Name: Municipal Solid Waste and Citizen Drop Off Facility

Facility Location: 24 Grey Point Avenue, Auburn, NH 03032

Facility Type: Collection/Storage/Transfer

II. FILE REFERENCE/RECORD OF APPLICATION:

Application No.: 2021-51805

Date(s) Received: January 19, 2021; March 1, 2021

WMD Document Log No.(s): 2021-51805-01; 2021-51805-02

III. MODIFICATION DESCRIPTION: Approval to install and operate a compactor unit inside the trailer load-out tunnel.

IV. TERMS AND CONDITIONS: Attached.

V. EFFECTIVE DATE: Date of signature below.

VI. AUTHORIZING SIGNATURE: The permit identified in Section I above is hereby modified as specified in Section III above, subject to the terms and conditions provided in Section IV, above. This authorization is based on information provided to NHDES by the permittee in documents referenced in Section II, above. If the information is false, misleading or incomplete, the modification may be revoked or suspended in accordance with Part Env-Sw 306 of the Rules. Nothing stated in or omitted from the application constitutes a waiver of, or grounds for a waiver of any requirement of RSA 149-M or the Rules. **BY EXERCISING ANY RIGHTS UNDER THIS AUTHORIZATION, THE PERMITTEE HAS AGREED TO ALL TERMS AND CONDITIONS OF THE PERMIT, AS MODIFIED.** Failure to comply with the terms and conditions of the permit could result in administrative, civil or criminal enforcement action and penalties, and suspension or revocation of the permit. No liability is incurred by the State of New Hampshire by reason of any approval of this solid waste facility. No warranty/guarantee is intended or implied by reason of any advice given by NHDES or its staff. This permit shall not eliminate the permittee's obligation to obtain all requisite federal, state or local permits, licenses or approvals, or to comply with all other applicable federal, state, district and local permits, ordinances, laws, approvals or conditions relating to the facility.



Sarah Yuhas Kirn, P.G., Assistant Director
Waste Management Division

April 26, 2021

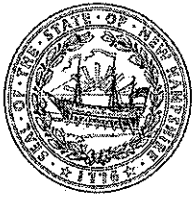
Date



Section IV: Terms and Conditions

General Provisions:

- (1) This permit modification approval has been prepared on the basis of the New Hampshire Solid Waste Management Act, RSA 149-M (RSA 149-M); and the New Hampshire Solid Waste Rules (Rules), Env-Sw 100 et seq., in effect on the issue date of this permit modification. The meanings of specific terms are as defined in the Rules, unless specified otherwise.
- (2) This facility shall comply with the requirements of RSA 149-M; the Rules; and the terms and conditions of this permit, as each may be amended from time to time.
- (3) If a conflict exists between any provision in the Permit Application identified in Section II and the provisions of this permit modification, the provisions of this permit modification shall apply.
- (4) If the provisions of this permit modification conflict with any other permit modification or approval issued pursuant to RSA 149-M and the Rules prior to the effective date of this permit modification, this permit modification shall supersede the earlier provisions.



Lindsey M. Stepp
Commissioner

Carolyn J. Lear
Assistant Commissioner

State of New Hampshire Department of Revenue Administration

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



MUNICIPAL & PROPERTY
DIVISION
James P. Gerry
Director

Samuel T. Greene
Assistant Director

RECEIVED

APR 23 2021

April 21, 2021

TOWN OF AUBURN
OFFICE OF SELECTMEN
PO BOX 309
AUBURN, NH 03032

Dear Selectmen/Assessing Officials,

This is your official notification of the 2020 Total Equalized Valuations. We used your municipality's weighted mean ratio to calculate these valuations.

We calculated two equalized figures for your municipality. The "Total Equalized Valuation Including Utilities and Railroads" is used for your portion of the county tax and your portion of any cooperative school district taxes. The "Total Equalized Valuation Not Including Utilities and Railroad" is used to calculate your portion of the state education property tax. We adjusted your modified assessed valuation as reported on your 2020 MS-1 to bring the valuation to fair market value.

	Including Utility Valuation and Railroad Monies Reimbursement	Not Including Utility Valuation and Railroad Monies Reimbursement
Town Name: Auburn		
2020 Modified Local Assessed Valuation	\$877,468,477	\$863,569,877
+ D.R.A. Inventory Adjustment	\$91,034,531	\$89,592,513
= 2020 Equalized Assessed Valuation	\$968,503,008	\$953,162,390
+ Equalized Payment in Lieu of Taxes	\$18,605,401	\$18,605,401
+ Equalized Railroad Tax	\$0	\$0
= 2020 Total Equalized Valuation	\$987,108,409	\$971,767,791
2020 Equalized Assessed Valuation	\$968,503,008	
+ Adjustment RSA 31-A (Shared Revenues)	\$0	
= Base Valuation for Debt Limits	\$968,503,008	

You have the right to appeal these valuations to the N.H. Board of Tax and Land Appeals within 30 days of the date of this letter. Call our office to discuss any concerns or questions you may have at (603) 230-5950. We will continue working with you to resolve any issues but please be advised that the appeal period will not be extended.

We have enclosed informational sheets that show how each of the figures were calculated.

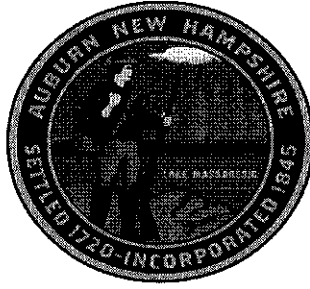
Sincerely,

Linda C. Kennedy

Linda C. Kennedy, Manager
Equalization Bureau

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: May 7, 2021

Re: Insulation Project – Safety Complex

On April 5th, the Board approved a proposal provided by Quality Insulation of Nashua for work at the Safety Complex totaling \$11,767. The signed agreement was sent to Quality Insulation via email on April 7th but apparently was not received by Quality Insulation. So, we resubmitted the material via fax on April 23, 2021.

When there had been no communication from Quality Insulation, Selectman Rolfe reached out to the company on May 5th to see what was the status of the project. On May 6th, I received the attached e-mail message from Quality Insulation indicating the previous work agreement proposal had expired January 6, 2021 and there was a price increase for the project.

The updated work agreement indicates the cost of the project is now \$13, 695.

Should the Board want to accept this proposal and move forward with the project as anticipated, the following motion would be in order:

Move to rescind the April 5, 2021 vote of the Board of Selectmen concerning the awarding of an insulation project at the Safety Complex to Quality Insulation for \$11,767 and instead accept the work agreement dated May 6, 2021 from Quality Insulation totaling \$13,695.

Thank you for your consideration.

Attachments

From: Michael Russell <Michael.Russell@truteam.com>
Sent: Thursday, May 6, 2021 2:44 PM
To: Bill Herman <townadmin@townofauburnnh.com>
Cc: dar22360@comcast.net
Subject: Work agreement for Town Of Auburn NH / 55 EATON HILL RD AUBURN, ROCKINGHAM, NH, 03032. Quote # 77009903 / 5534221 / 675
Importance: High

Good afternoon Bill,

I reached out to Mickey to let him know that the quote had expired it needed to be updated. During normal circumstances I would honor the original price on the contract. Unfortunately we have had significant price increases in the first quarter of 2021 that will not allow us to work under the expired quote price . Please see the adjusted quote with the new price. Sorry for the inconvenience.

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/>



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: 05/06/2021 Expiration Date: 08/04/2021
Tel: (603) 483-5052	Estimator: Russell, Michael C
Fax:	Quote #: 77009903 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: \$13,695.00 **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 TITLE

By: _____
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 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: 05/06/2021	Expiration Date: 08/04/2021
Tel: (603) 483-5052	Estimator: Russell, Michael C	
Fax:	Quote #: 77009903	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 **May 06, 2021**, 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: _____

Bill Herman

From: Matt Minuti <matt.minuti@gmail.com>
Sent: Monday, April 26, 2021 9:48 AM
To: Bill Herman
Subject: Citizens Broadband Service Advisory Committee

I saw the notice about forming a Citizens Broadband Service Advisory Committee and wanted to offer to serve as a volunteer. I believe my background may be helpful to the cause. I have a bachelor's degree in electrical engineering, and I will be graduating from law school this May. To be absolutely clear, I can't offer legal advice (at least until taking and passing the NH bar exam in a few months), but I anticipate that my experience may help inform what questions to ask.

Best,
Matthew Minuti

**Town of Auburn
Board of Selectmen
April 19, 2021
Mandatory Pre-Bid Onsite Meeting
55 Eaton Hill Road**

5:00 PM

Selectmen Present: Keith Leclair, Todd Bedard and Michael Rolfe

Others Present: Tom Carroll of New Hampshire Demolition of Auburn. Alan Villeneuve of Pidcor, Inc., of Auburn; Dan Tatem of Stantec Consulting, and Town Administrator William Herman.

Mr. Leclair convened the site walk gathering at 5:08 PM.

Mr. Leclair, Bedard and Rolfe provided an overview of the 20' x 60' storage facility the Town was interested in constructing on the Town's Public Safety Complex property in the southern area of the property in-between the Complex and the ice-skating rinks. The Town issued project specifications for either a wooden structure or a metal structure. Vendors were invited to submit proposals on either or both types of buildings. The Town was not leaning towards one or the other, with adherence to the approved budget amount being the ultimate deciding factor.

The Selectmen and Mr. Tatem answered specific questions asked by each contactor present, with Mr. Tatem referring to various portions of the bid specification document.

It was noted the parking lot light pole that was in the immediate area of the construction site would be removed, and an area light would be attached to the building. Mr. Tatem indicated the specification for the light was in the bid document, although a "similar" light could be included in the proposals submitted.

Mr. Leclair noted it was the intention of town officials for the storage facility to provide dry storage for several departments and ultimately replace a trailer body unit currently in place at the Safety Complex, in addition to two self-storage units at a local facility.

Mr. Villeneuve noted it was understood certain site work was being donated to the project and the Town was separately covering paving for the project. However, he also suggested that a base amount for pavement – something like \$5,000 – be carried in both bid submissions to cover necessary work in a timely manner. All parties agreed to this suggestion.

Mr. Tatem noted that proposal was due to be submitted to the Selectmen's Office on Friday April 30th at 2 PM. And that the proposal would be on the Board of Selectmen's meeting agenda for Monday, May 3rd.

The site meeting concluded at 5:32 PM.

**Town of Auburn
Board of Selectmen
April 19, 2021
Minutes
7:00 PM**

Selectmen Present: Keith Leclair, Todd Bedard and Michael Rolfe

Others Present: Jacqueline Ireland, Chris Richards, Jennifer Strabone, Police Sergeant James Huard, Michael DiPietro, Fire Chief Michael Williams, Deputy Fire Chief Bob Seling, Parks & Recreation Coordinator Amy Lachance, Tax Collector Sue Jenkins, Town Administrator William Herman and Nancy Hoijer, Recording Secretary

Call to Order – Pledge of Allegiance

Mr. Leclair called the meeting to order at 6:59 PM and led the Pledge of Allegiance.

Approval of Payroll Manifest for the Week of April 12, 2021 - \$72,441.28

Mr. Bedard motioned to approve the Payroll Manifest for the week of April 12, 2021 in the amount of \$72,441.28. 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 April 19, 2021 - \$60,526.59

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of April 19, 2021 in the amount of \$60,526.59. 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 April 19, 2021 - \$64,092.12

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of April 19, 2021 in the amount of \$64,092.12. 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.

Approval of Consent Agenda for the week of April 19, 2021

Mr. Leclair read out loud and provided for inspection a copy of the Consent Agenda for the week of April 19, 2021 some of which included: a Notice of Intent to Cut Wood or Timber, an Abatement/Refund Request, two (2) Tax Collector's Warrant/Yield Taxes, one (1) Certification of Yield Taxes Assessed and four (4) pistol/revolver licenses.

Mr. Bedard motioned to approve the Consent Agenda for the week of April 19, 2021. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Appointments with the Board

Jacqueline Ireland, 386 Spofford Road – Property Assessment and Tax Lien Issue

Mr. Herman provided the Board with a copy of a letter received on March 24, 2021 from Ms. J Ireland concerning the tax assessment and correction for 386 Spofford Road (Tax Map #4, Lot #2) together with a copy of the billing statement and the Town's response dated April 2, 2021 and a copy of Mr. Herman's Memorandum dated April 2, 2021 instructing the reimbursement of overpayment of \$1,448 to the property owner after demonstrating the amount of acreage was 3.06 acres rather than the 4.95 acres being assessed. Tax Collector Sue Jenkins calculated the \$6,300 value reduction for the property for tax years 2009 through 2020 which determined the amount of the overpayment.

Ms. Ireland expressed concerns after receiving a notice of pending tax lien and noted the Town records were in error for at least 10 years, which was confirmed by email of November 20, 2020 by the Planning Department. Ms. Ireland emailed in December why she felt the abatement process was not appropriate in this case. Mr. Herman indicated in New Hampshire the only way to address such an issue is through the tax abatement statutes and this is not a Town requirement or process, but one which all municipalities must follow by state statute.

Ms. Ireland indicated she received the Town's refund check dated April 7, 2021 in the amount of \$1,448 which she has not yet cashed. Ms. Ireland stated she does not believe she should be charged interest and costs on taxes she does not believe she owes. Chris Richards noted the bill has been wrong for 10 years. Ms. Ireland noted the abatement process would only cover one year.

Tax Collector Sue Jenkins indicated the amount owed is \$1,489 as of December 14, 2020. If Ms. Ireland were to apply the refund toward the amount owed, the difference is \$110 due.

Mr. Leclair noted the standard process is to file an abatement and go back one tax year, but the Town decided to go back ten. Mr. Herman noted the error concerned the acreage of the abutting property, one taxpayer overpaid and one underpaid. Mr. Leclair asked if the abutting property owner would be billed for the underpayment and Mr. Herman indicated the state statute does not allow a municipality to go back due to an "under" assessment, so they will not be billed until this year's assessment and not for prior years. Mr. Richards stated the error is geographical. Mr. Herman noted it is an error in land value. Mrs. Jenkins indicated a difference of approximately four acres.

Mr. Bedard clarified that the disputed amount is \$41.14 in interest and \$19.50 in costs and Ms. Ireland indicated in the affirmative.

Mr. Leclair asked Mr. Herman if there were any other similar incidents that caused the Town to go back so far, and Mr. Herman stated he did not know of any in the 15 years he has been in Auburn.

Mr. Bedard motioned to abate the \$60.64 in charges for interest and costs for Tax Map #4, Lot #2 assessed on the second half of 2020 bill. Mr. Leclair seconded the motion.

Mr. Rolfe noted he was sticking with the \$1,550 owed. He felt the Town had already done more than it had to in refunding what it had to the taxpayer.

Mr. Leclair asked Ms. Ireland if she had been told and understood the process by statute was the taxpayer file an abatement request after paying the tax bill. She indicated she was told and understood that, but she believed it would restrict the credit she felt she was due. Mr. Leclair agreed with Mr. Rolfe that the Town must follow the state statute.

A vote was taken Mr. Bedard voted aye, Mr. Leclair voted nay and Mr. Rolfe voted nay. The motion failed 1-2-0.

Amy Lachance and Jennifer Strabone – Parks & Recreation Commission

Mrs. Lachance indicated Patricia Rousseau had resigned from the Parks & Recreation Commission and Ms. Strabone has applied to fill that vacancy. Ms. Strabone is currently a third grade teacher at the Auburn Village School and has three children.

Mr. Bedard motioned to accept, with regret, the resignation of Patricia Rousseau from the Parks & Recreation Commission effective April 6, 2021. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Mr. Leclair thanked Ms. Rousseau for her volunteerism.

Mr. Bedard motioned to appoint Jennifer Strabone as a member of the Parks & Recreation Commission with a term to expire in March 2023. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Mr. Leclair reminded Ms. Strabone she will need to take her oath once it is ready. Mr. Herman will contact Mrs. Lachance.

Fire Chief Mike Williams – Monthly Meeting

Mr. Leclair commended the Fire & Police Departments for a nice job with the awards night.

Chief Williams presented his monthly report for March 2021. There were 36 calls for service, 15 were EMS related. Chief Williams reported training continues on Zoom. Fire training with gas meters was held in the classroom through the Hazmat program with responders learning how to read codes and gas meters. The Department hosted its annual Red Cross blood drive. The mobile radio was installed in Tanker 1 and the Forestry vehicle is waiting to have one installed. Fire Rescue was granted their new radio repeater frequency from the FCC with an expected start date of May 18th. The Red Alert software continues to be worked on and is expected to be ready in July.

Chief Williams reviewed the month's safety inspections, there were four life safety, one oil tank removal, one assembly permit, one foster care inspection and review of residential sprinkler plans.

Chief Williams noted Deputy Chief Selinga worked on the Fire Chaplain policy being presented tonight. Captain Glennon is overseeing both stations. LED lights were installed in the Station 2 bay so operators can see better to back up. Painting is being scheduled. Captain Barsaleau is working on scheduling training and the new online training portal. Lieutenant Szatynski is reprogramming radios and making a list of radio codes. Lieutenant Dignard is fixing equipment. Rescue air bags needed repair, the Tanker 2 porta tank line was replaced, hydrant bags were installed on Tankers 1 and 2. Lieutenant Sullivan is working on licensing new members and serves as EMS coordinator. A copy of the statistics for March 2021 and the 1st quarter of 2021 were provided.

Mr. Leclair asked about Tanker 2 and if the intent was not to invest much money into it since it was aging out and due to be replaced soon. Chief Williams noted that was correct noting the tanker is up for replacement in two years. Mr. Leclair asked if it could still be used to shuttle water back and forth and Chief Williams agreed that if it didn't pass inspection 100% it would probably pass 80% but would not be utilized in response to a fire without another primary tanker.

Proposed SOP #117 – Rapid Intervention Team/Mayday

Chief Williams presented SOP #117 Rapid Intervention Team/Mayday. The purpose of SOP #117 is to provide information on the expectations and use of a Rapid Intervention Team (RIT) and describe what a mayday is and when and how it should be called. Chief Williams noted other Towns are often each other's RIT and he is working with a neighboring Town to partner up that has similar equipment. They would train together.

Mr. Bedard motioned to approve SOP #117 RIT/Mayday. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Proposed SOP #118 – Fire Department Chaplain

Deputy Chief Selinga noted Rick Dennis would serve as Chaplain. The purpose of SOP #118 is to help guide the newly established position whose duty is to provide emotional and spiritual support and guidance as needed to those who need/accept services including members, families and residents in time of need when experiencing emergencies such as fires, EMS, natural disasters and official Fire Department functions.

Mr. Leclair noted Mr. Dennis' background in H.R. Deputy Selinga noted Mr. Dennis will be attending classes and getting together with other chaplains and will receive a certificate. Chief Williams added that Mr. Dennis' church pastor is assisting him. There is a chaplain group in Massachusetts that he has reached out to.

Mr. Bedard motioned to accept SOP #018 Fire Department Chaplain. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Funding Consideration

Chief Williams provided a letter dated April 19, 2021 requesting the Board consider using funding from the American Rescue Plan Act to local communities for Covid-19 relief to be applied toward the Portable Radios and Associated Equipment \$152,848 and Gear Extractor and Dryer \$43,002. Proposals for both projects were provided to the Board. Chief Williams reported he has applied for a grant for the radios this year, but will not be applying again this year for the grant for the gear extractor and dryer. Currently the Department is traveling to Derry, Hooksett and Manchester to use their extractor and dryer. Mr. Leclair asked if the other communities charge Auburn for that and Chief Williams indicated no.

Mr. Rolfe asked the life span of the equipment and Chief Williams noted he could find out.

Mr. Herman advised there is general guidance of how municipalities can spend the American Rescue Act funding and more definitive guidance is expected to be issued by the U.S. Treasury Department on May 11th. Funds are expected to be distributed to communities sometime by mid-June. The total expected for Auburn's portion over two years is \$550,000 with \$275,000 the first year and \$275,000 the second. Spending must be COVID related.

Mr. Leclair recommended bringing the request before the Budget Committee.

Town Response to Covid-19 and State Emergency Declaration

Sergeant Huard reported approximately 30 positive cases in Auburn with no positive cases in the Department.

The Governor has not renewed the mask mandate. Mr. Leclair recommended the Board revisit the mask policy at Town Hall approaching Memorial Day so that everyone who wants to get vaccinated has the opportunity to do so.

Sergeant Huard reported Drug Take Back Day will be on Saturday April 24th, and Chief Williams noted Saturday is also Town-wide Clean-up Day.

New Business

Appointment of 2021 Duck Race Committee

Parks & Recreation Coordinator Amy Lachance reported the Town is not doing Old Home Day this year, but instead partnering with the Historical Society to do the 2021 Duck Race Day which will kick off the night before at Wayne Eddows' field. Other Towns have cancelled their fireworks and Mrs. Lachance noted Parks & Recreation are working on ways to be able to continue that for residents, perhaps with a limited amount of wristbands at no charge. Mr. Leclair thought that was a good idea and recommended advertising in the Town Crier and at the Auburn Village School. Mrs. Lachance noted police support may be needed. Mr. Bedard recommended residents provide some form of I.D.

Mr. Herman provided a list of individuals recommended for appointment to the Duck Race Committee by Dan Carpenter for a term of February 10, 2021 through October 1, 2021:

Daniel Carpenter, Nancy Mayland, Brenda Beer, Pat Clement, Deb Mancini and David Rogers.

Mr. Bedard motioned to appoint Daniel Carpenter, Nancy Mayland, Brenda Beer, Pat Clement, Deb Mancini and David Rogers as volunteers to comprise the Duck Race Committee for the term of February 10 through October 1, 2021. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Old Business

Vacancy – Alternate Member, Zoning Board of Adjustment

Mr. Herman provided a copy of applications received for consideration of appointment to the vacancy on the Zoning Board of Adjustment for an Alternate Member. The Board elected to accept the first application and will ask the second applicant if they have any interest in serving on the vacant Planning Board position.

Mr. Bedard motioned to appoint Shannon Daoust as an alternate member of the Zoning Board of Adjustment with a term to expire in March 2023. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Broadband Review – Volunteers for Citizen's Advisory Committee

Mr. Herman provided a Memorandum dated April 14, 2021 concerning interest in the Broadband Study Committee and a copy of RSA 33:3-g. Mr. Herman noted six residents have expressed interest in participating. The Board discussed whether to appoint all six where only five were needed and decided all were good candidates, but there would be a lot of crucial timing involved and too many members may cause delays in the process. Mr. Leclair recommended the Board of Selectmen could chose the Chair of the Committee, call the first meeting date to alleviate concerns of delays and appoint all six applicants.

Mr. Herman noted the Committee will be subject to the Right to Know Law and recommended the Board consider if a Selectmen should be appointed to the Committee. The members must review the RSA.

Mr. Bedard noted four of the applicants are involved in technology and one works at home and has a good understanding of the importance of being dependent on internet. Mr. Bedard noted he has contacted the Town of Rindge who has done a multi-community effort with Broadband to get their feedback on the process. Mr. Bedard recommended inviting back the representative from Consolidated Communications. Other providers such as Granite State or Spectrum could also be asked to come in and present proposals and may have a different process than Consolidated. Mr. Herman noted the statute provides a framework for process which first requires a request for information be sent to the current provider, Comcast, who is afforded 60 days to respond with the requested information. The Town can then move forward requesting information from other providers if it is determined the current provider is not providing service throughout the community. Mr. Leclair and Mrs. Bedard envisioned completing the process

timely so if bonding is the recommended course of act, the Town would be able to vote at its next meeting in March of 2022, then go to bond around June and begin working in September.

Mr. Bedard motioned to create a Broadband Study Committee for the Town of Auburn for the purpose of moving forward looking at broadband service for the community and to appoint six members: Jan Gonsalves, David Oliveira, Beth Thomerson, Sean Finegan, Chris Rolfe and Jess Edwards with David Oliveira to be Chair of the Committee and to charge the Committee to have its first meeting on or before May 10, 2021. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Safety Complex Insulation

Mr. Herman noted the contract was issued. Mr. Rolfe noted he has not had a response concerning scheduling and both he and Mr. Herman will follow up before the next meeting.

Storage Building Project

Mr. Leclair reported the Board met at 5 PM for its Pre-Bid Meeting and had two potential bidders attend, Pidcor and New Hampshire Demolition, both of Auburn. The bidders were instructed to provide bids before April 30th.

Report/Comments of Ex-Officio Board Representatives

Mr. Rolfe reviewed the upcoming agenda for the April 21, 2021 Planning Board meeting which includes hearings on Joseph Falzone, Auburn School District SAU 15, Paola Farina, Dollard Road (Tax Map #10, Lot #19 and Tax Map #31, Lot #13) Lot Line Adjustment. An informal meeting with Joseph Falzone for discussions on age-restricted residential development and continuance with Eric Mitchell on behalf of Matthew Scott, Map 25, Lot 47, 15 King Street which is a major site plan review.

Mr. Bedard noted Highway Safety is meeting on Wednesday. The speed limit sign was taken down on Anderson Way with the approval of the Planning Board. Parks & Recreation reviewed its budget and discussed the storage building and the upcoming inspection of the old Severance School property, the traveling Easter Egg Hunt event, Camp Adventure and the kickoff of the Duck Race event at Wayne Eddows. The Parks & Recreation vehicle was swapped out with the retired police vehicle. The old vehicle can be put out to auction next month. The trailer can be downsized, and a more suitable trailer purchased. Mr. Leclair recommended finding out the expense of the existing trailer, how much was paid, before putting it up for sale. Mrs. Lachance noted the Commission doesn't meet again until June but will reach out to them sooner.

Other Business

Next Meetings/Events

Monday, May 10, 2021 – Board of Selectmen's Meeting – 7:00 PM

Monday, May 24, 2021 – Board of Selectmen's Meeting – 7:00 PM

Minutes

April 5, 2021 – Public Meeting Minutes

Mr. Bedard motioned to approve the April 5, 2021 Public Meeting Minutes as written. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Adjourn

Mr. Rolfe motioned to adjourn at 8:39 PM. Mr. Bedard seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Respectfully submitted,

Nancy Hoijer
Recording Secretary

**Town of Auburn
Board of Selectmen
May 3, 2021
Minutes
6:45 PM**

Selectmen Present: Todd Bedard and Michael Rolfe

Others Present: Sergeant James Huard, Town Administrator William Herman, and Nancy Hoijer, Recording Secretary

Call to Order – Pledge of Allegiance

Mr. Bedard called the meeting to order at 6:48 PM and led the Pledge of Allegiance.

Extension of Term of Office for Health Officer

Mr. Herman reported the Auburn Village School needs an inspection by the Health Officer. Unfortunately, with the separate resignations of former Health Officer Paul Raiche and former Deputy Health Officer James Saulnier earlier this year, the Town is in the position of not having a Health Officer.

Mr. Herman had a conversation with Mr. Raiche, who indicated a willingness to perform the needed inspection, but he should have the benefit of formal appointment as Health Officer. He recommended that, if the Board was willing, they could rescind their previous vote to accept Mr. Raiche's resignation and instead accept it as of the close of business on Friday May 7th. This would enable the AVS inspection to be completed.

The Board agreed with this recommendation and is interested in identifying a permanent replacement for the Health Officer and the Deputy Health Officer.

Mr. Rolfe moved to rescind the April 19, 2021 vote of the Board of Selectmen concerning the resignation of Paul Raiche as Health Officer and instead accept the resignation effective as of the close of business on May 7, 2021. Mr. Bedard seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Adjourn

Mr. Rolfe motioned to adjourn at 6:53 PM. Mr. Bedard seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Respectfully submitted,

William G. Herman
Town Administrator