

**Town of Auburn
Board of Selectmen
August 30, 2021
Town Hall
7:00 p.m.**

() Call to Order – Pledge of Allegiance

Approval of Accounts Payable Manifest for the Week of August 23, 2021 -- \$142,881.20

Approval of Accounts Payable Manifest for the Week of August 23, 2021 -- \$9,075.00

Approval of Payroll Manifest for the Week of August 30, 2021

Approval of Accounts Payable Manifest for the Week of August 30, 2021 -- \$51,970.00

Approval of Consent Agenda – Week of August 30, 2021

() Public Hearing – Dog Regulation on Town Property (*Previously Advertised*)

Regulation recommended by the Parks & Recreation Commission to assist in the management of dogs at Town parks and ballfields (RSA 41: 11-a)

() Appointments with the Board

() New Business

- Project Discussions for FY 2021 ARPA Funds
- Request for Ladder 1 Repairs from Fleet Maintenance Expendable Trust Fund

() Old Business

- Determination of Decision for Involuntary Merger Application for 145 Appletree Road
- Vacancies on the Zoning Board of Adjustment
- Insulation of Remainder of Safety Complex Ceiling

() Report / Comments of Ex-officio Board Representatives

() Other Business

() Next Meetings / Events

- Monday, September 13, 2021 – Board of Selectmen's Meeting – 7:00 PM
- Saturday, September 25, 2021 – E-Waste Collection Day – 9 AM – 2 PM
- Monday, September 27, 2021 – Board of Selectmen's Meeting – 7:00 PM

() Minutes

- August 16, 2021 Public Meeting

() Non-Public Session – Pursuant to the provisions of RSA 91-A:3, II (I)

Consideration of legal advice provided by Town Counsel

() 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."

PUBLIC NOTICE

PUBLIC HEARING AUBURN, NEW HAMPSHIRE

The Auburn Board of Selectmen will hold a public hearing on Monday, August 30, 2021 beginning at 7:00 P.M. at the Auburn Town Hall for the purpose of receiving public comment concerning the adoption of a proposed Dog Regulation on Town Property in the Town of Auburn pursuant to the provisions in NH RSA 41:11 - a.

The Board of Selectmen do so at the recommendation of the Auburn Parks and Recreation Commission for the inclusion of all Town parks and ballfield properties.

Copies of the proposed ordinances are available for public review and inspection at the Auburn Town Hall, in addition to the Auburn Post Office and on the Town of Auburn web site (www.townofauburnnh.com).

**BOARD OF SELECTMEN
AUBURN, NH
August 6, 2021**

TOWN OF AUBURN

DOG REGULATION ON TOWN PROPERTIES ORDINANCE

SECTION 1: AUTHORITY: Pursuant to the authority granted under the New Hampshire Revised Statutes Annotated (RSA) Chapters 35-B: 3, V; RSA 41:11-a, and other applicable statute under New Hampshire law, the following ordinance is enacted.

SECTION 2: PURPOSE: With discretion of authority, this ordinance for the regulations of dogs or other domestic animals in specific Town properties will be enforced to protect the general health, safety and welfare for the residents of the Town of Auburn and the general public. The ordinance is to utilize a system for the administrative enforcement of violations and collection of penalties, to be utilized prior to the service of a formal summons or complaint. This system will be administered by the police department. The system will include opportunities for persons who do not wish to contest issued violations to pay such penalties by mail. The system may also provide for a schedule of enhanced penalties the longer such penalties remain unpaid; provided however, that the penalty for any separate parking offense shall in no case exceed the maximum penalty for a violation in accordance with State Statute.

SECTION 3: DEFINITION: It shall be unlawful for any person, firm or corporation to have a dog or domestic animal, except for a service animal as provided in NH RSA 167-D, in the playgrounds, athletic fields or cemeteries in the Town of Auburn.

SECTION 4: INCLUSIVE: This chapter and section expressly includes, but is not limited to, the following public areas within the bounds of the Town of Auburn:

- a) Athletic Field adjacent to Safety Complex
- b) Wayne Eddows Recreational Fields
- c) Circle of Fun Playground
- d) Bicentennial Park
- e) Appletree Park
- f) Auburn Village Cemetery
- g) Longmeadow Cemetery

SECTION 5: ENFORCEMENT: The Chief of Police of the Town of Auburn or his or her duly appointed agents are hereby authorized to provide written notice of violation containing a description of the offense and any applicable schedule of penalties.

If the administrative enforcement is unsuccessful at resolving the alleged violations, a summons may be issued as in the case of other violations of the New Hampshire Revised Statutes Annotated, to include the use of the procedure for plea by mail set forth in Chapter 502-A:19b of the State Statutes.

TOWN OF AUBURN

DOG REGULATION ON TOWN PROPERTIES ORDINANCE

SECTION 6: RESPONSIBILITY: All violations of restrictions and charges shall be deemed the responsibility of the registered owner of said dog or domestic animal. Said registered owner shall be conclusively presumed to be in control of the dog or domestic animal at the time of the violation, and no evidence of actual control or culpability need be proven as an element of the offense.

SECTION 7: PENALTIES: All of the prohibited conduct outlined herein shall be defined as a violation under New Hampshire RSA 625:9 V, and a person found to be guilty of said violation shall be subject to the penalties of NH RSA 651:2 IV (a), or as otherwise outlined in Statute, except that optional procedures set forth in Section 8: Procedures for Payment may be used in lieu of court proceedings for any such violations.

SECTION 8: PROCEDURES FOR PAYMENT:

- a) The owner may, within seven (7) days of the time when a notice of violation was issued, pay to the Town of Auburn by mail or personal appearance at the Auburn Police Department the applicable fine amount pursuant to fine schedule in Section 8 c.
- b) Failure by the owner to make a payment within fourteen (14) days may result in the issuance of a summons to the owner to appear in the District Court to answer to the charges of violating the ordinance as provided in RSA 231:132-a.
- c) Administrative Enforcement of Parking Violations – Schedule of Penalties

Violation	Fine	Fine after 7 Days
First Offense	\$50.00	\$
Each Addition Offense occurring within a 12-month period	\$100.00	\$

SECTION 9: EXCEPTIONS: Restrictions described in this chapter shall not apply when directed by a police officer for official or emergency purposes, or to emergency vehicles while on official business. The Chief of Police or his or her designee is authorized and empowered to make and enforce temporary parking regulations to cover emergencies, special conditions and special events.

Effective Date:

The Dog Regulation on Town Properties Ordinance was adopted on _____, 2021 and took effect on September 15, 2021.

TOWN OF AUBURN
DOG REGULATION ON TOWN PROPERTIES ORDINANCE

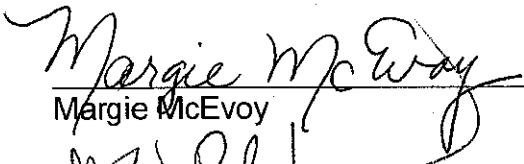
Adopted by the Board of Selectmen the ____ day of _____, 2021.

Keith N. Leclair

Todd R. Bedard

Michael J. Rolfe
AUBURN BOARD OF SELECTMEN

Adopted by the Parks and Recreation Commission the ____ day of _____, 2021.



Margie McEvoy



Todd R. Bedard




David Oliveira



Jennifer Strabone

AUBURN PARKS AND RECREATION COMMISSION



Zachary Eaton



Patrick Kelly



Mary Royer

Received and recorded this ____ day of _____, 2021.

Kathleen A. Sylvia, Town Clerk

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 35-B

PUBLIC RECREATION AND PARKS

Section 35-B:3

35-B:3 Officials and Powers. –

The power conferred by RSA 35-B:1 may be exercised by a recreation or park commission or any other board or commission as authorized by the governing body of the political subdivision and charged with the responsibility of providing leisure-time services within the political subdivisions' jurisdiction. These powers may be divided as directed by the governing body. The commission shall have powers as are necessary to carry out the purpose for which it is created. These powers may include but not be restricted to the power:

- I. To acquire, hold and dispose of real and personal property; provided, however, the disposal of any real property shall have prior approval of the appropriate legislative body.
- II. To make contracts;
- III. To grant concessions;
- IV. To make charges for the use of facilities or for participation;
- V. To make and enforce rules and regulations governing the use of property, facilities or equipment and the conduct of persons thereon;
- VI. To contract with any municipal corporation, governmental or private agencies for the conduct of park and recreation programs;
- VII. To operate jointly with other governmental units any facilities or property including participation in the acquisition; and
- VIII. To hold trust or manage public property useful to the accomplishment of its objectives.

Source. 1979, 185:1, eff. Aug. 5, 1979. 1997, 53:1, 2, eff. July 18, 1997.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41

CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:11-a

41:11-a Town Property. –

- I. The selectmen shall have authority to manage all real property owned by the town and to regulate its use, unless such management and regulation is delegated to other public officers by vote of the town, or is governed by other statutes, including but not limited to RSA 31:112, RSA 35-B, RSA 36-A:4, and RSA 202-A:6.
- II. The authority under paragraph I shall include the power to rent or lease such property during periods not needed for public use, provided, however, that any rental or lease agreement for a period of more than one year shall not be valid unless ratified by vote of the town.
- III. Notwithstanding paragraph II, the legislative body may vote to authorize the board of selectmen to rent or lease municipal property for a term of up to 5 years without further vote or ratification of the town. Once adopted, this authority shall remain in effect until specifically rescinded by the legislative body at any duly warned meeting provided that the term of any lease entered into prior to the rescission shall remain in effect.

Source. 1994, 17:1. 2009, 121:1, eff. Aug. 21, 2009.

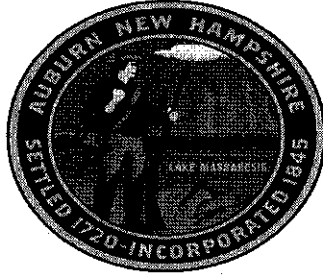
TOWN OF AUBURN
2021 AMERICA RESCUE PLAN ACT (ARPA) FUNDS

Date	BOS Obligation	Amount	Notes	Date	Vendor Expenditure	Amount
6/21/2021	Gear Extractor and Dryer - FD	\$45,000.00	NTE*			
6/21/2021	Two toilet/lav combos - PD	\$11,000.00	NTE*	6/30/2021	Legacy Mechanical Services	\$4,950.00
				7/28/2021	Legacy Mechanical Services	\$4,950.00
6/21/2021	Completion of storage building	\$25,840.00		9/1/2021	Pidcor, Inc.	\$21,490.00
6/21/2021	Telephone system - Fire Department	\$8,500.00	NTE*	6/14/2021	Vision Communications	\$3,550.00
	Telephone System - Police Department			8/11/2021	Vision Communications	\$4,475.00
6/21/2021	Eddows Field Clubhouse Repairs	\$3,000.00	NTE*	8/11/2021	NH CORE Properties, LLC	\$3,003.00
6/21/2021	BOS Office Desk & Chair	\$1,200.00	NTE*	6/23/2021	W.B. Mason	\$1,114.98
7/12/2021	Ceiling insulation of PD Office Area	\$13,695.00		7/14/2021	Quality Insulation	\$7,000.00
7/12/2021	Telephone System - Town Hall	\$4,950.00		7/20/2021	Vision Communications	\$4,950.00
8/2/2021	Air Compressor with Tool Attachment and Installation - Highway	\$4,406.93	NTE*	8/25/2021	Grainger	\$3,605.63
TOTAL		\$117,591.93				\$59,088.61
ARPA Funds Received		\$292,188.81				\$292,188.81
Balance Available:		\$174,596.88				\$233,100.20

* Notes - NTE short for "Not To Exceed"

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: August 27, 2021

Re: Repair of AFD Ladder 1

At the Board's August 16th meeting, Fire Chief Mike Williams reported on the need to have Ladder 1 sent to Greenwood Fire Apparatus for the testing of the aerial ladder, in addition to some needed repair work on the E-One vehicle.

Since that meeting the Chief has received the invoice for the work which totals \$13,098.49.

Attached is a short e-mail message from Chief Williams and the detailed invoice for your information. The Chief is asking if the Board would consider covering this expense from the Town's Fleet Maintenance Expendable Trust Fund due to the pricy nature of the total repair.

Should the Board be agreeable with the Chief's request, the following motion would be appropriate:

Move to authorize the expense of repairing Ladder 1 totaling \$13,098.49 to come from the Fleet Maintenance Expendable Trust Fund.

Thank you for your consideration.

Attachments

Bill Herman

From: Mike Williams <mwilliams@auburnnhfire.org>
Sent: Monday, August 23, 2021 1:31 PM
To: Bill Herman
Subject: Ladder 1 repair bill
Attachments: L1 bill.pdf

Good afternoon Bill,

Here is the invoice for the repairs to ladder 1, I knew it was going to be pricy, but it as all the repairs that were outlined in the ladder test report. I would like to see if this can come out of the apparatus repair fund already established?

Thanks Bill

Michael Williams
Chief Of Department
Auburn Fire Rescue
603-661-5762
mwilliams@auburnnhfire.org

SRO Invoice

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530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBORO, MA 02763-1080

Phone (508) 695-7138

Number: 0000096029

Date: 8/20/2021

Salesperson: 383

Customer: 343

Sold To Ship To

Auburn Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Auburn, NH Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Unit: 137543

Mfg Name: E-One

In Service Date: 3/6/2013

Unit Description: L1

VIN Number: 4EN6AHA81C2007543

Mileage: 47,259

Operation	Description	Price	Qty	Amount
5	ADMIN			
Correction:				
Total for Operation: 5 ADMIN				0.00
10	GOLD CHASSIS & AERIAL SERVICE			
Correction: Completed per service special.				
Quoted				1,800.00
Total for Operation: 10 GOLD CHASSIS & AERIAL SERVICE				1,800.00
20	STEAM CLEAN & LUBE AERIAL			
Correction: Completed steam clean per quoted price.				
Quoted				1,000.00
Total for Operation: 20 STEAM CLEAN & LUBE AERIAL				1,000.00
30	LDDR MOUNTED NOZZLE-			

2,838.85

SRO# 0000061803

Visit www.GreenwoodEV.com for exclusive offers

Contact: Chief Edward Gannon

Subtotal	*****
Shipping and Handling	*****
Sales Tax	*****
Trade Discount	*****
Payment/Credit Amount	*****
Balance	*****

SRO Invoice

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	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Correction: NOT MOVING PROPERLY: Checked the function of the monitor and found it was moving sluggish especially up. Removed the battery from the box at the tip and tested, found it was reading 4 volts, tested voltage on wires to the battery the voltage was good determined that it was not a battery charging issue. Installed a new battery and had to replace spades on the wires to fit the new battery. Verified operation and system tested good.

SLA1079	Battery sealed 12V Monitor Battery	38.85	1.00	38.85
	Total Material			38.85
	Labor		Qty: 1.60	176.00
	Total for Operation: 30 LDDR MOUNTED NOZZLE-			214.85

40 THREE YELLOW MARKER -

Correction: MARKER LIGHTS ARE DIM: Replaced three of the faulty marker lights on top of the cab, cleaned corrosion swapped positions of two of the marker lights so they would all appear even. Verified operation.

571276	LED CLEARANCE LIGHT	28.53	3.00	85.59
599370	GASKET FOR 571276	4.43	3.00	13.29
	Total Material			98.88
	Labor		Qty: 1.40	198.80
	Total for Operation: 40 THREE YELLOW MARKER -			297.68

50 TWO LITTLE RED CIRCULAR-

3,316.71

SRO# 0000061803

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Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Correction: LIGHTS ARE NOT WORKING ON THE DRIVERS SIDE: Replaced two red marker lights on the rear driver's corner that were faulty. Verified operation.

S34-RR00-1	SIDE MARKER RED/RED 3/4"	2.09	2.00	4.18
	Total Material			4.18
	Labor		Qty: 1.00	142.00
	Total for Operation: 50 TWO LITTLE RED CIRCULAR-			146.18

60 OUTSIDE REAR PASSENGER-

Correction: DOOR HANDLE NOT WORKING: Removed the inside door skin and the inside door handle. Removed the door latch assembly and the outside handle. Installed a new outside handle and latch assembly. Reconnected linkages and lubed. Reinstalled inside door skin and handle. Tested the handle and latch, verified operation.

525791	LATCH LOCKABLE RH REAR DOOR	140.93	1.00	140.93
563782	RH HANDLE LIKE 251180 FOR NEW LATCH	73.43	1.00	73.43
	Total Material			214.36
	Labor		Qty: 4.30	473.00
	Total for Operation: 60 OUTSIDE REAR PASSENGER-			687.36

70 BOTH L & R FRONT CAB-

4,608.00

SRO# 0000061803

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Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Correction: GROUND LIGHTS ARE OUT/NOT WORKING: Verified the customers complaint, started by sending tech support an email to see if the ground lights had a relay that was starting to fail. Tech support sent the wiring diagram for the body and ground lights, but this was very time consuming to figure out since the ground light wires for the cab are labelled the same as the wiring for body. Traced wiring as necessary and determined that that pin 4 on PDM 3 was the feed for the ground lights. When the truck was on but not running and with ignition on but not running the ground lights worked as designed. While the truck was running, they would turn on both, then go out, then flash intermittently and when the door was opened and closed the lights were intermittent. Used the ES- Key display to "capture" the ground light function. When active, the lights operate as designed. Talked to tech support and they suggested taking another PDM that was the same, change the dip switches and install it in the place of PDM3, PDM1 was a match. Changed the dip switches and reinstalled as PDM3 and all functioned as designed. This proved the original PDM3 was failing. that we had a PDM in stock with the ability to be reprogramed to match original PDM. Reprogram per tech support guidance and installed in the truck. Also reconfigured PDM back to normal and reinstalled. Verified all functions and system tested good.

1042535	PDM OUTPUT MODULE CLASS 1 104412 OR 10	461.93	1.00	461.93
	Total Material			461.93
	Labor	Qty: 9.50		1,349.00
	Total for Operation: 70 BOTH L & R FRONT CAB-			1,810.93

80 BOTH R & L REAR JUMPER SEAT-

Correction: GROUND LIGHTS ARE OUT/ NOT WORKING: During the evaluation the lights were not working and then the lights started working. Tried jiggling the wires to get the lights to act up with no success. Determined the intermittent issue was related to repairs on OP70.

Total for Operation: 80 BOTH R & L REAR JUMPER SEAT-	0.00
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5,957.00

SRO# 0000061803

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Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

110 OUTRIGGER EXTENSION -

Correction: STIFF LEGS ARE DRY, LUBE TO MANUFACTURE SPECS: Resolved during service on OP10.

Labor	Qty: 3.00	426.00
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Total for Operation: 110 OUTRIGGER EXTENSION -	426.00
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120 OUTSIDE GRAB HANDLE-

Correction: FOR THE RIGHT REAR JUMP SEAT AT THE BOTTOM IS MISSING A RIVET: Drilled out the broken rivet and installed a new rivet.

Labor	Qty: 0.60	66.00
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Total for Operation: 120 OUTSIDE GRAB HANDLE-	66.00
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140 WATER NOZZLE MONITOR-

Correction: UP OPERATION IS SLUGGISH: Repaired on OP 30

SLA1079	Battery sealed 12V Monitor Battery	38.85	1.00	38.85
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SLA1079	Battery sealed 12V Monitor Battery	38.85	-1.00	-38.85
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Total for Operation: 140 WATER NOZZLE MONITOR-	0.00
--	------

150 INTERCOM IS INTERMITTENT:

6,471.00

SRO# 0000061803

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Contact: Chief Edward Gannon

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Auburn, NH 03032 USA

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55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Correction: Found that both the knobs for the intercom were loose. Opened the compartment under the upper controls and found if you wiggled the wires to the knobs the intercom would cut out. Tightened the wires and used Loctite on the jam nuts for both knobs. Replaced the self adhesive wire clamp in the compartment that had fallen off to prevent the extra movement of the wiring. Verified proper operation and system tested good.

Labor	Qty: 1.70	187.00
Total for Operation: 150 INTERCOM IS INTERMITTENT:		187.00

160 OFFICER SIDE FRONT SEAT INSIDE GRAB

Correction: HANDLE IS LOOSE: Tightened the four screws that secure the handle to the pillar.

Labor	Qty: 0.40	50.40
Total for Operation: 160 OFFICER SIDE FRONT SEAT INSIDE GRAB		50.40

170 RE-TORQUE TIRE LUG NUTS TO 475 LBS

Correction: Torqued lug nuts to 475 ft-lbs

Labor	Qty: 0.50	55.00
Total for Operation: 170 RE-TORQUE TIRE LUG NUTS TO 475 LBS		55.00

180 CHECK FRONT BRAKES -REPORTS OF GRINDING

Correction: SOUND: While steam cleaning the engine and transmission discovered the front brakes had build-up of brake dust and grime. Rinsed out with the steam cleaner, this should rectify the issue. Inspected brakes and test drove. Verified no grinding present now.

6,816.40

SRO# 0000061803

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Contact: Chief Edward Gannon

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Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

	Quoted				75.00
	Total for Operation: 180	CHECK FRONT BRAKES -REPORTS OF GRINI			75.00
190	PLATFORM L SENSOR STAYS ON				
Correction:	Found that the plate on the step that depresses the wand switch when the step is stowed was not fully engaging the switch. Loosened the mounting screws on the plate and adjusted it towards the switch. Verified operation and system tested good.				
	Labor		Qty:	0.50	67.80
	Total for Operation: 190	PLATFORM L SENSOR STAYS ON			67.80
200	P/ REAR DOOR AJAR STAYED ON				
Correction:	WHEN DOOR WAS SHUT: Lubed and exercised the switch. Tested and the switch functioned properly.				
	Labor		Qty:	0.30	33.00
	Total for Operation: 200	P/ REAR DOOR AJAR STAYED ON			33.00
210	D/S BRAKE HOSE CHAFFED TO THE BRAID				
Correction:	Removed the old hose that had been chaffed by a zip tie. Replaced the hose with new. Secured ABS wire to the hose. Turned the wheel to make sure there was no catching, kinking or binding of the new hose during movement. Verified system tested good.				
	290267-21	BRAKE HOSE ID#21	41.93	1.00	41.93
	Total Material				41.93

6,959.13

SRO# 0000061803

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SRO Invoice

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NORTH ATTLEBORO, MA 02763-1080

Phone (508) 695-7138

Number: 0000096029

Date: 8/20/2021

Salesperson: 383

Customer: 343

Sold To Ship To

Auburn Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Auburn, NH Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

	Labor	Qty:	1.60	176.00
	Total for Operation: 210 D/S BRAKE HOSE CHAFFED TO THE BRAID			217.93
220	REAR BRAKE DRUMS CRACKED			
Correction: Removed the rear tires and then the rear brake drums. Installed the new brake drums and greased the tire contact area on the drum. Installed the inner tire and greased the contact area between the tires. Installed the outer tires and lubed the studs. Installed the lug nuts and torqued to manufacturer specifications.				
R930222	BRAKE DRUM	712.50	2.00	1,425.00
	Total Material			1,425.00
	Labor	Qty:	7.20	814.40
	Total for Operation: 220 REAR BRAKE DRUMS CRACKED			2,239.40
230	D/S ONSPOT BRACKET BOLT LOOSE			
Correction: Torqued bolts to 200 ft-lbs.				
	Labor	Qty:	0.40	44.00
	Total for Operation: 230 D/S ONSPOT BRACKET BOLT LOOSE			44.00
240	DEF PIPE LEAKING			
Correction: Removed the DEF injector and gasket. Cleaned up the build-up by scraping and using a wire wheel. Installed a new gasket using anti-seize on the bolts. Verified no leaks present and system tested good.				
523496-002	DEF INJECTOR GASKET	68.93	1.00	68.93

9,487.46

SRO# 0000061803

Visit www.GreenwoodEV.com for exclusive offers

Contact: Chief Edward Gannon

Subtotal	*****
Shipping and Handling	*****
Sales Tax	*****
Trade Discount	*****
Payment/Credit Amount	*****
Balance	*****

SRO Invoice

Page 9 of 14



530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBORO, MA 02763-1080

Phone (508) 695-7138

Number: 0000096029

Date: 8/20/2021

Salesperson: 383

Customer: 343

Sold To Ship To

Auburn Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Auburn, NH Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Total Material		68.93
Labor	Qty: 1.40	154.00
Total for Operation: 240 DEF PIPE LEAKING		222.93

250 T-CASE OUTPUT SHAFT LEAKING

Correction: Removed the driveline from rear of the transfer case and found that the wrong hardware was previously used(too short). Lowered the carrier bearing, removed the output shaft assembly for the transfer case and disassembled. Discovered that the inner bearing was worn and was difficult to remove. Installed a new inner bearing and reassembled all using a new oil seal and gasket. Reinstalled the transfer case and driveline, installed new proper hardware using Loctite and torqued properly. Refilled transfer case. Verified no leaks present and system tested good.

296-2540-00-0	OIL SEAL	61.83	2.00	123.66
046-5130-00-0	GASKET FOR INPUT\OUTPUT FLANGE G SERI	7.20	1.00	7.20
250-0214-06-0	INPUT SHAFT BEARING (NEED 2) 6214NR	119.70	1.00	119.70
8090	GEAR LUBE	3.18	4.00	12.72
Total Material				263.28
Labor				Qty: 9.20 1,012.00
Total for Operation: 250 T-CASE OUTPUT SHAFT LEAKING				1,275.28

260 DRIVER & PASSANGER SEAT BELTS FRAYED

11,111.60

SRO# 0000061803

Visit www.GreenwoodEV.com for exclusive offers

Contact: Chief Edward Gannon

Subtotal	*****
Shipping and Handling	*****
Sales Tax	*****
Trade Discount	*****
Payment/Credit Amount	*****
Balance	*****

SRO Invoice

Page 10 of 14



530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBORO, MA 02763-1080

Phone (508) 695-7138

Number: 0000096029

Date: 8/20/2021

Salesperson: 383

Customer: 343

Sold To	Ship To
---------	---------

Auburn Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Auburn, NH Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Correction: Removed the drivers and officers front seatbelts, access was limited on the driver's side. Installed a new driver and officer's seatbelt and torqued all fasteners.

1010880-001	STBLT 3PT 156" RED NO ADJ	97.43	2.00	194.86
	Total Material			194.86
	Labor		Qty: 3.00	358.80
	Total for Operation: 260 DRIVER & PASSANGER SEAT BELTS FRAYE			553.66

270 PASSENGER SIDE REAR CAB DOOR LATCH STICK

Correction: Repairs completed on OP 60

Total for Operation: 270 PASSENGER SIDE REAR CAB DOOR LATCH	0.00
---	------

280 VENTING OUT OF THE DIPSTICK

Correction: Removed the crankcase filter cover and bolts, removed the old filter, and cleaned the sealing surfaces. Installed the new filter and reinstalled all removed components. Verified no leaks present and system tested good.

708813	CUMMINS CRANKCASE FILTER CV50628	194.93	1.00	194.93
	Total Material			194.93
	Labor		Qty: 1.40	154.00
	Total for Operation: 280 VENTING OUT OF THE DIPSTICK			348.93

11,819.33

SRO# 0000061803

Visit www.GreenwoodEV.com for exclusive offers

Contact: Chief Edward Gannon

Subtotal	*****
Shipping and Handling	*****
Sales Tax	*****
Trade Discount	*****
Payment/Credit Amount	*****
Balance	*****

SRO Invoice

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530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBORO, MA 02763-1080

Phone (508) 695-7138

Number: 0000096029

Date: 8/20/2021

Salesperson: 383

Customer: 343

Sold To	Ship To
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Auburn Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Auburn, NH Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

290 REPLACE BATTERIES

Correction: Disconnected the battery cables and removed the old batteries. Discovered that the bottoms of both trays under the batteries are extremely rusty. The drivers side has a hole through it and the steel bottom is half the thickness of the rest of the box. The department wants to repair the boxes themselves. The officer's side was not rusted as bad, cleaned with a wire wheel, and painted with bedliner. Installed new batteries and reconnected the cables, applied battery protector spray on all connections. Verified system tested good.

31-MHD	Battery Group 31 950CCA threaded stud	166.31	5.00	831.55
31-MHD	Battery Group 31 950CCA threaded stud	166.31	5.00	831.55
31-MHD	Battery Group 31 950CCA threaded stud	166.31	-5.00	-831.55
Total Material				831.55
Labor				
Qty: 4.20				462.00
Total for Operation: 290 REPLACE BATTERIES				1,293.55

300 CAB LIFT CABLE LOOSE

Correction: Discovered that the cable was jammed causing it to not move freely. The prop rod would not drop into place and part of the coating was worn off. Removed and replaced the cable with new. Verified operation and system tested good.

Quoted	225.00
Total for Operation: 300 CAB LIFT CABLE LOOSE	225.00

13,337.88

SRO# 0000061803

Visit www.GreenwoodEV.com for exclusive offers

Contact: Chief Edward Gannon

Subtotal	*****
Shipping and Handling	*****
Sales Tax	*****
Trade Discount	*****
Payment/Credit Amount	*****
Balance	*****

SRO Invoice

Page 12 of 14



530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBORO, MA 02763-1080

Phone (508) 695-7138

Number: 0000096029

Date: 8/20/2021

Salesperson: 383

Customer: 343

Sold To Ship To

Auburn Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Auburn, NH Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

310 WASHER FLUID HOSES NOT CONNECTED TO ARM

Correction: Removed the existing hose from inside of the wiper arms. The new hose would not fit inside of the arms, so the new hose was run down the arms and secured. Connected the hose on both end and ran the wipers to ensure there was enough travel at the bottom of the hose. Verified system tested good.

Labor	Qty: 1.80	198.00
Total for Operation: 310 WASHER FLUID HOSES NOT CONNECTED TO		198.00

320 OFFICER SIDE JACK SYSTEM LOCKS UP

Correction: Discovered that the magnetic sensor on the officer side jack was not set properly, it was not seeing the jack when it was up if the foot was turned a certain way. Set the officers side sensor at the same depth and height as the driver's side. Functions properly no matter the position of the foot. Tested multiple times after the sensor was repositioned. Verified operation and system test good. This was completed at no charge to the dept as we have completed repairs in this area before.

Labor	Qty: 0.70	86.60
Total for Operation: 320 OFFICER SIDE JACK SYSTEM LOCKS UP		86.60

330 PRIMER PUMP SWITCH FAULTY

Correction: Opened the pump panel and unplugged the switch, removed the switch from the mounting plate and threaded the new switch into the plate. Reinstalled on the truck and plugged in. Verified operation.

200-2450-00-0 Switch Shift Indicator	37.71	1.00	37.71
Total Material			37.71
Labor	Qty: 0.20		22.00

13,682.19

SRO# 0000061803

Visit www.GreenwoodEV.com for exclusive offers

Contact: Chief Edward Gannon

Subtotal	*****
Shipping and Handling	*****
Sales Tax	*****
Trade Discount	*****
Payment/Credit Amount	*****
Balance	*****

SRO Invoice

Page 13 of 14



530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBORO, MA 02763-1080

Phone (508) 695-7138

Number: 0000096029

Date: 8/20/2021

Salesperson: 383

Customer: 343

Sold To

Ship To

Auburn Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Auburn, NH Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Total for Operation: 330 PRIMER PUMP SWITCH FAULTY		59.71
340	HYDRAULIC GENERATOR SERVICE	
Correction: Provided the dept a complimentary generator service. Credit is applied on OP350.		
	Quoted	475.00
Total for Operation: 340 HYDRAULIC GENERATOR SERVICE		<hr/> 475.00
350	CREDIT FOR OP340	
Correction: Provided the dept a complimentary generator service at no charge. Credit is applied here for OP350.		
	Quoted	-475.00
Total for Operation: 350 CREDIT FOR OP340		<hr/> -475.00
360	MISC SHOP SUPPLIES /HAZMAT	
Correction:		
	Quoted	1,297.69
Total for Operation: 360 MISC SHOP SUPPLIES /HAZMAT		<hr/> 1,297.69
370	FLEET DISCOUNT	
Correction:		
	Quoted	-1,964.80

13,015.08

SRO# 0000061803

Visit www.GreenwoodEV.com for exclusive offers

Contact: Chief Edward Gannon

Subtotal	*****
Shipping and Handling	*****
Sales Tax	*****
Trade Discount	*****
Payment/Credit Amount	*****
Balance	*****

SRO Invoice

Page 14 of 14



530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBORO, MA 02763-1080

Phone (508) 695-7138

Number: 0000096029

Date: 8/20/2021

Salesperson: 383

Customer: 343

Sold To	Ship To
---------	---------

Auburn Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Auburn, NH Fire Department
55 Eaton Hill Road
Auburn, NH 03032 USA

Customer P.O.	SRO	SRO Type	Description	Terms
	0000061803	Maine	AUBURN NH, LDDR 1	Net 15

Total for Operation: 370 FLEET DISCOUNT

-1,964.80

13,015.08

SRO# 0000061803

Visit www.GreenwoodEV.com for exclusive offers

Contact: Chief Edward Gannon

Subtotal	12,802.08
Shipping and Handling	296.41
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	13,098.49

~~APR 00 2021~~



E C M
ERIC C. MITCHELL & ASSOCIATES INC.

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.

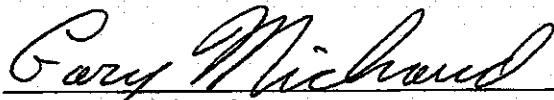
Said premises are conveyed subject to any and all restrictions and conditions of record which are still in force and effect. The said lots are conveyed together with the right and easement to use all streets as shown on said plan in common with others entitled to use the said streets as said streets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

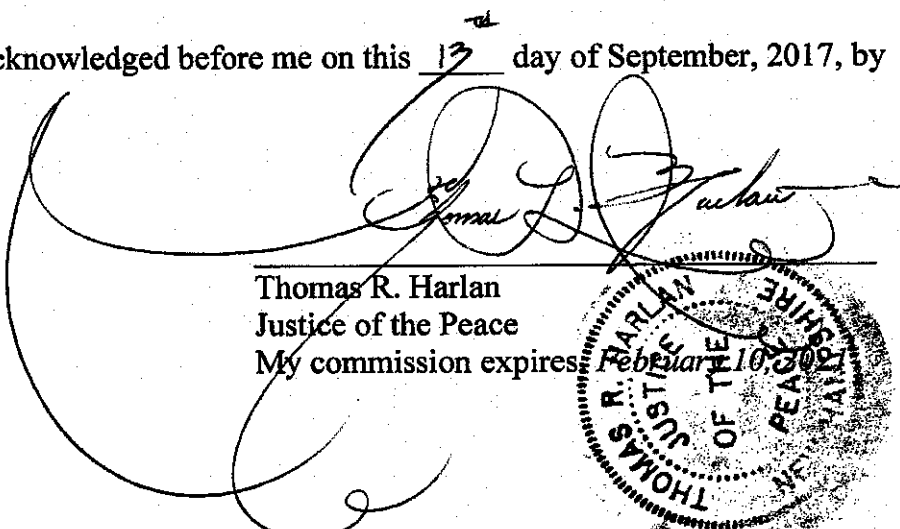
Pursuant to RSA 78-B:2, XXII, this conveyance is a non-contractual transfer and is not subject to transfer tax.

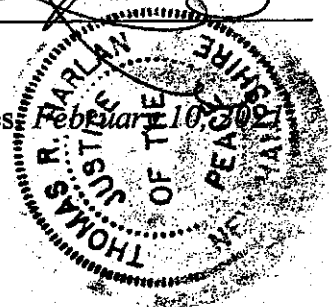
DATED this 13 day of September, 2017.


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



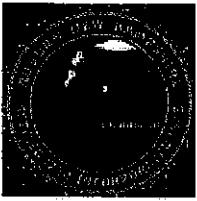
www.cai-tech.com

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

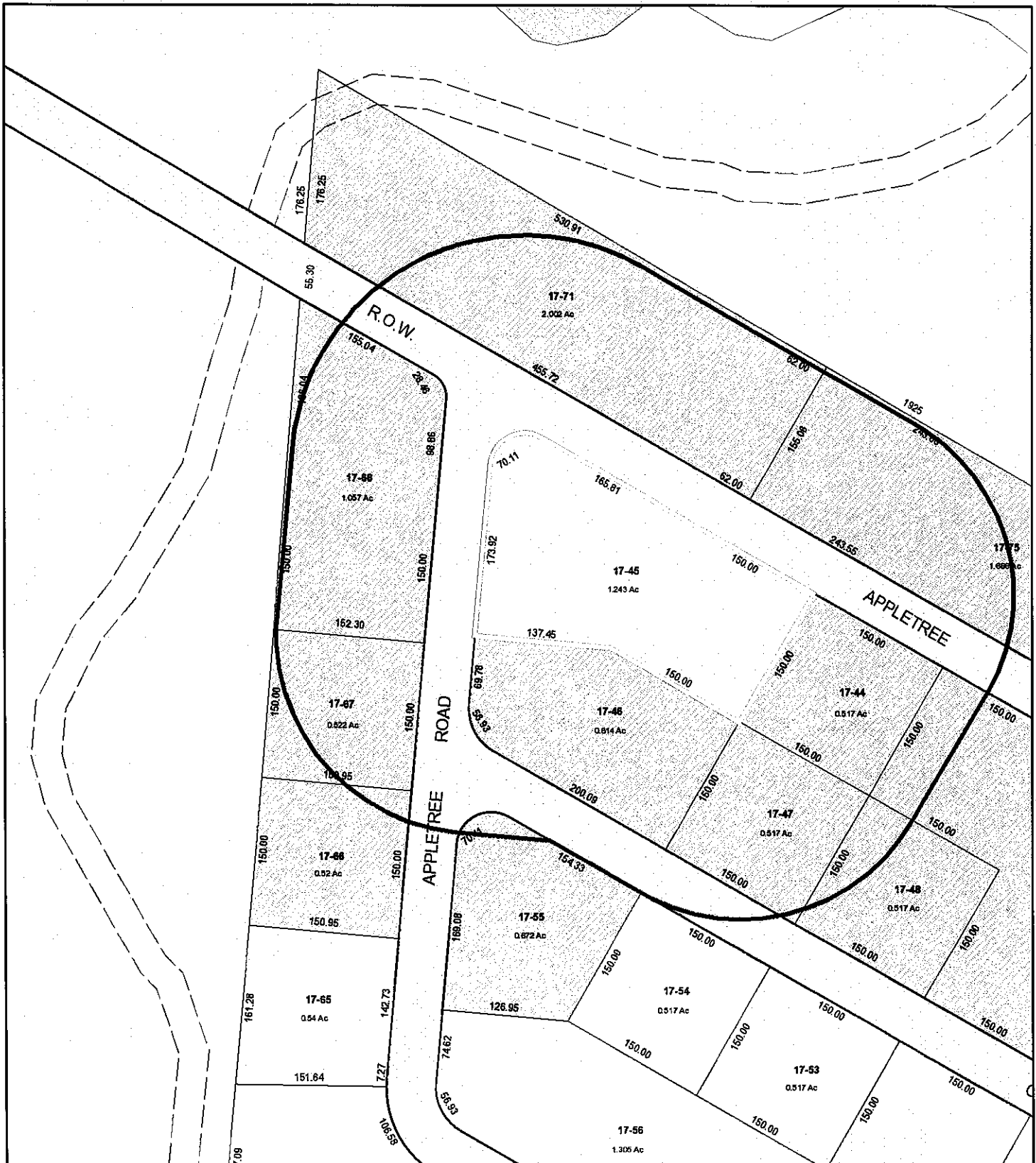


Auburn, NH

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.

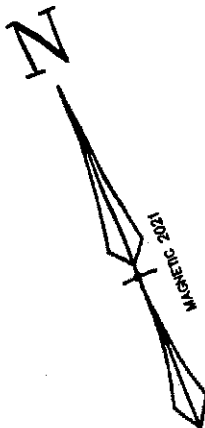
PLAN REFERENCE

1. "PLAN OF LAND IN AUBURN, NEW HAMPSHIRE ESTATES" AS SUBDIVIDED FOR NEW ENGLAND CORP SCALE: 1" = 60' FEBRUARY 1961' THORNDIKE, SURVEYOR, WINDHAM, N.H. F

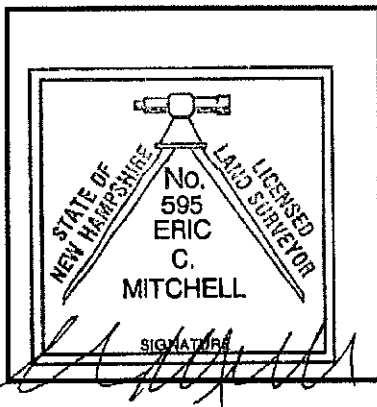
LEGEND

- 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



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

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

Map 17, Lot 44 . & Nancy E. Martin
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

Map 17, Lot 45 Michaud Living Trust
Michaud, Trustees
Appletree Road
Auburn, NH 03032

Tax Map 17, Lot 71 Joseph M. Landry, Trustee
Lisa D. Landry, Trustee
136 Appletree Road
Auburn, NH 03032

Map 17, Lot 46 Michael A. Loud
Appletree Road
Auburn, NH 03032

Tax Map 17, Lot 75 Stephen M. & Erin B. Appleby
128 Appletree Road
Auburn, NH 03032

Map 17, Lot 47 & Ann Marie Walkey
Oaktree Road
Auburn, NH 03032

Consultants:
Eric C. Mitchell & Associates, Inc.
38 South River Road
Bedford, NH 03110

Map 17, Lot 48 Emily Living Trust 58
W. Tracy, Trustee
Letier-Tracy, Trustee
Oaktree Road
Auburn, NH 03032

STORAGE OF INVOLUNTARILY MERGED LOTS PLAN

CURRENT TAX MAP 17
LOT 45
APPLETREE ROAD
AUBURN, NH

OWNER OF RECORD

BY B. MICHAUD TRUSTEE
APPLETREE ROAD, AUBURN, NH 03032

MARCH 29, 2021

60' 120' 180'



SCALE: 1" = 60'

PREPARED BY

BY MITCHELL & ASSOC. INC.
ENGINEERING - SURVEYING - ENVIRONMENTAL
38, 38 SO. RIVER RD., BEDFORD N.H. 03110-0298
PH. (603) 627-1181

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.

○ IPF
 ○ IRF
 U
 -●

IRON PIPE FOUND
 IRON ROD FOUND
 UTILITY POLE
 GUY WIRE
 EDGE OF PAVEMENT

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

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

UNMERGED LOT
 (W) TAX MAP 17, LOT 45
 APPROX. 31,681 S.F.
 WELL 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

Tax Map 17, Lot 42	Tax Map 17, Lot 67
John J. Lorden	Elaine Marciniak
PO Box 43	154 Appletree Road
Auburn, NH 03032	Auburn, NH 03032

Tax Map 17, Lot 44	Tax Map 17, Lot 68
Ronald R. & Nancy E. Martin	The Isabella 42 Trust
121 Appletree Road	James W. Edwards, Trustee
Auburn, NH 03032	140 Appletree Road
	PO Box 444
Tax Map 17, Lot 45	Auburn, NH 03032

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
---	--

Tax Map 17, Lot 46

147 Appletree Road
Auburn, NH 03032
Tax Map 17, Lot 47

Tax Map 17, Lot 75
Stephen M. & Erin B. Appleby
128 Appletree Road
Auburn, NH 03032

Tax Map 17, Lot 47
Thomas S. & Ann Marie Walkey
64 Oaktree Road
Auburn, NH 03032

Tax Map 17, Lot 48

128 Appletree Road
Auburn, NH 03032

Consultants:
Eric C. Mitchell & Associates, Inc.
38 South River Road
Bedford, NH 03110

Tax Map 17, Lot 48
Tracy Family Living Trust 58
Steven W. Tracy, Trustee
Regine Pelletier-Tracy, Trustee
Oaktree Road
Auburn, NH 03032

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

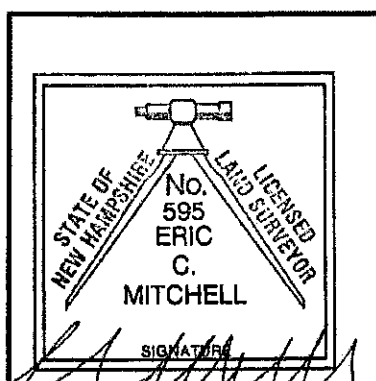
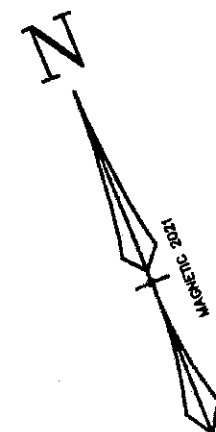


SCALE: 1" = 60'

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
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OAKTREE ROAD



**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.

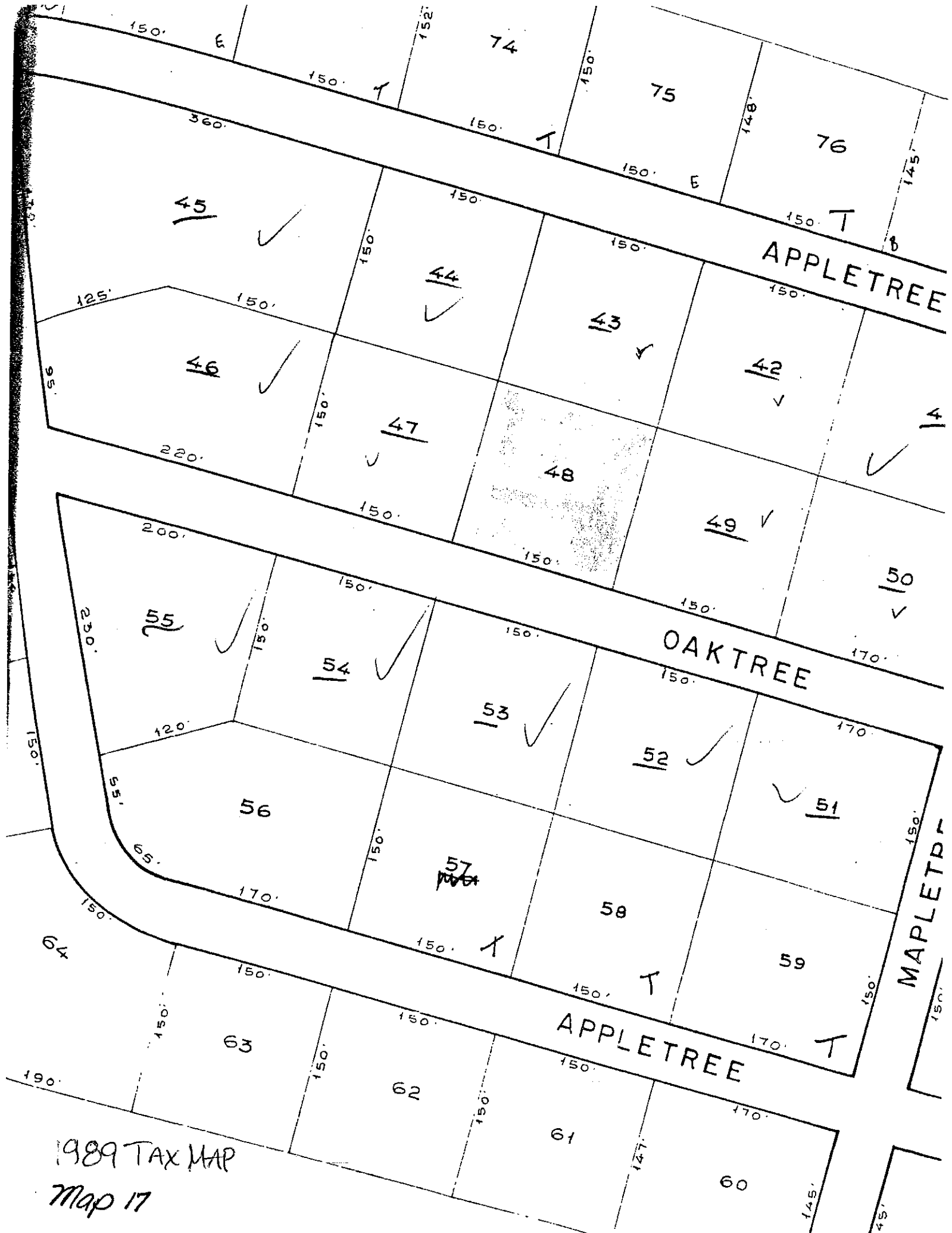
3-8
46

PROPERTY RECORD

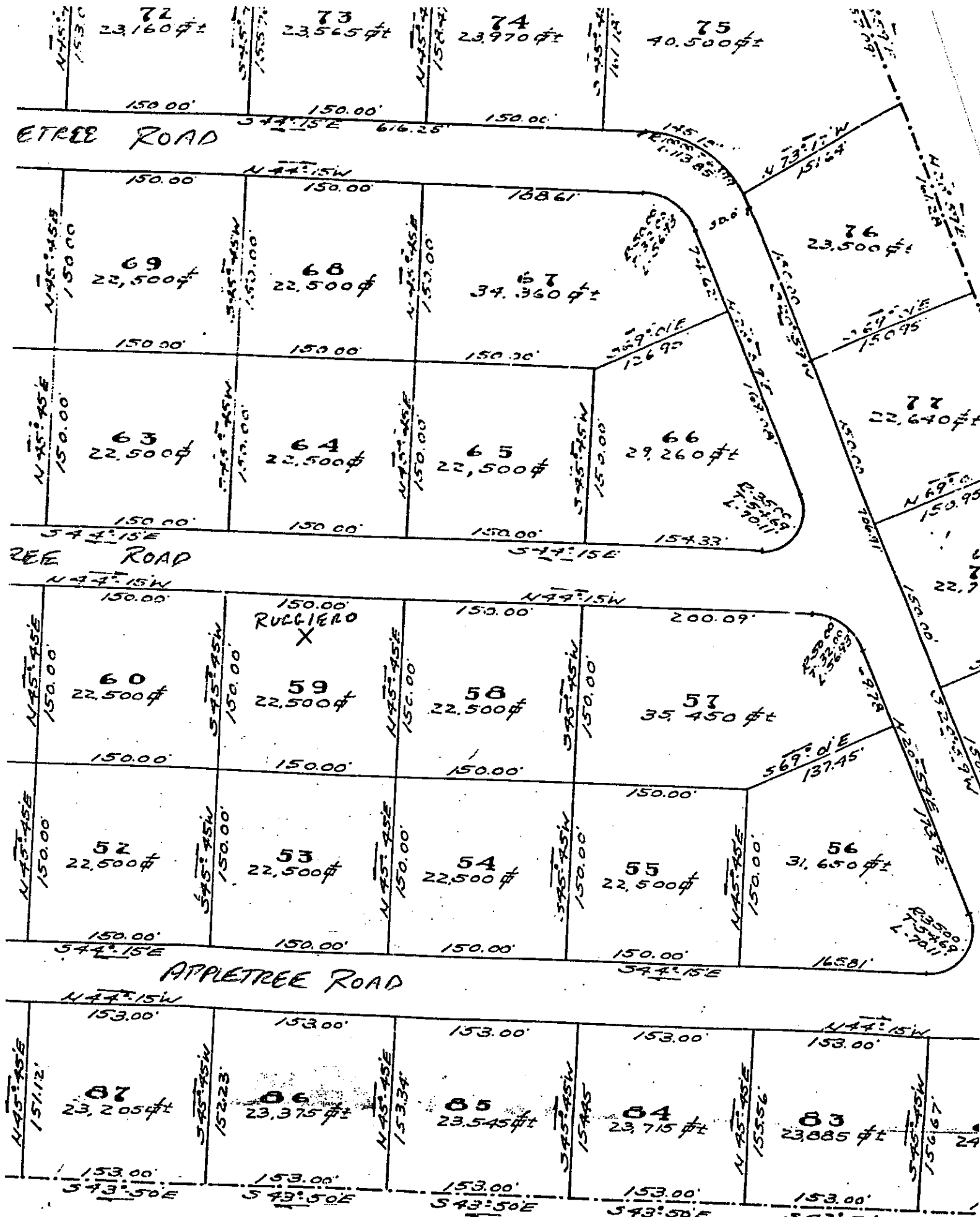
MAP NO. <u>17</u> LOT NO. <u>45</u>		LOCATION	SIZE		
		Lots 55 & 56 Sec. I Sun Valley	1.243 ac 360' x 1 ac.		
NAME OF OWNER		ADDRESS	DATE	BOOK	PAGE
JOHN M. & MICHAEL M. KORSACK 10 EARLENE DR. SAUGUS, MASS. 01906			6/16/62	1629	347
Davis, Wayne P. & Sharon R.		53 Appletree Rd.	4/20/76	2255	1001
Michaud, 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



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.

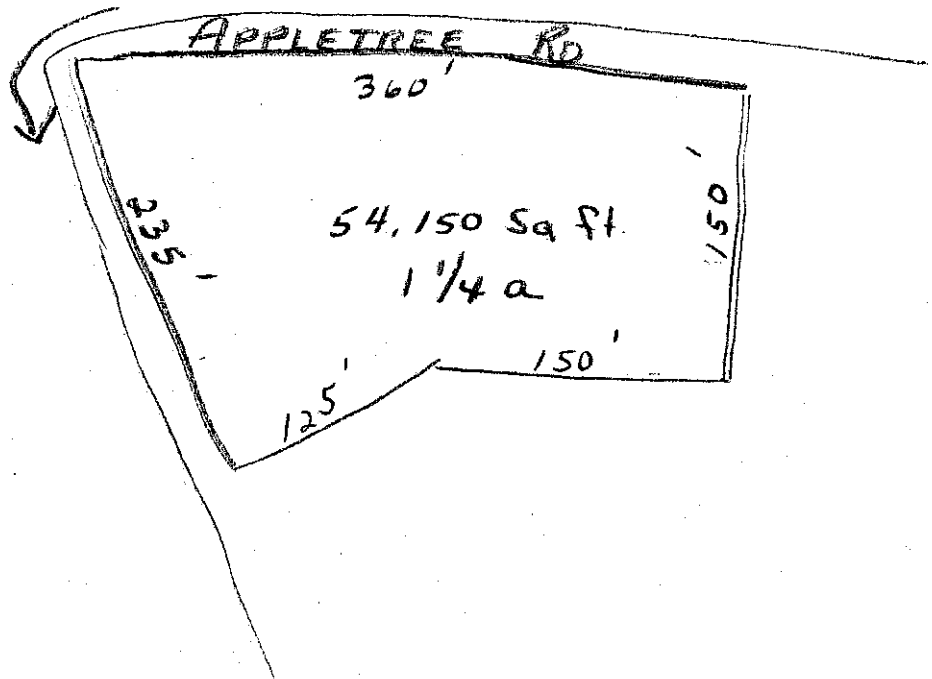
(Signed) John M. Korsack
Applicant

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 DAVIS

ADDRESS APPLE TREE RD

LOCATION SUN VALLEY AUBURN, N.H.

ON THE WEST SIDE OF STREET

DISTANCE FROM NEAREST LOT LINE 75'

SIZE OF LOT 316' x 150' x 173.92 AREA OF LOT 54,150 sq

MATERIAL OF BUILDING WOOD

DIMENSION OF BUILDING 24 x 40 NUMBER OF ROOMS 4

NUMBER BEDROOMS IN RESIDENCE 2

BUILDING OCCUPIED FOR RESIDENCE

(GARAGE, RESIDENCE, ETC.)

SEPTIC TANK LOCATION FROM: WATER SUPPLY 75' + FEET
LOT LINE 75' FEET

KIND OF WELL TO BE USED FOR WATER SUPPLY ARTESIAN

WATER SUPPLY LOCATION FROM: LOT LINE 50' FEET

ESTIMATED COST OF CONSTRUCTION: \$31,500

APPLICANT DEARBORN AGENCY - WESLEY DENT

SIGNATURE Wesley Dent

ADDRESS 2024 Cordier Rd, Manchester, N.H.

TELEPHONE NUMBER 622-3939


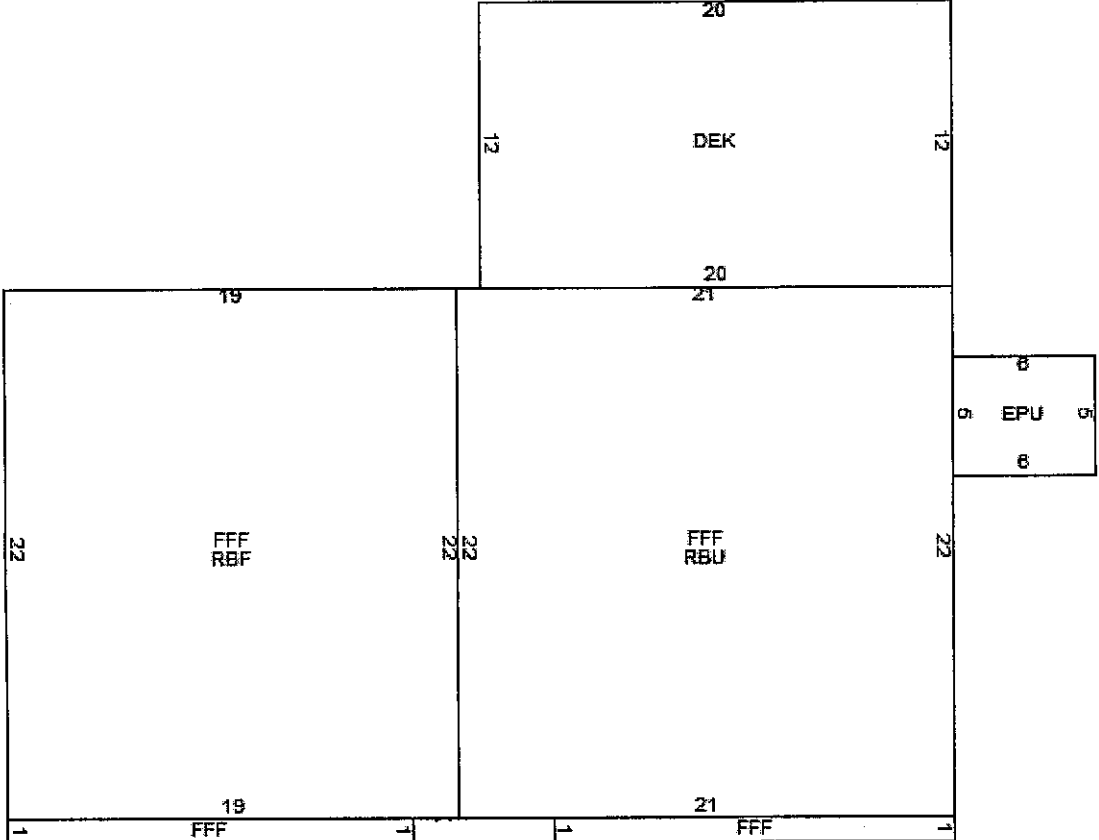
FEE OF \$18.80 ENCLOSED.

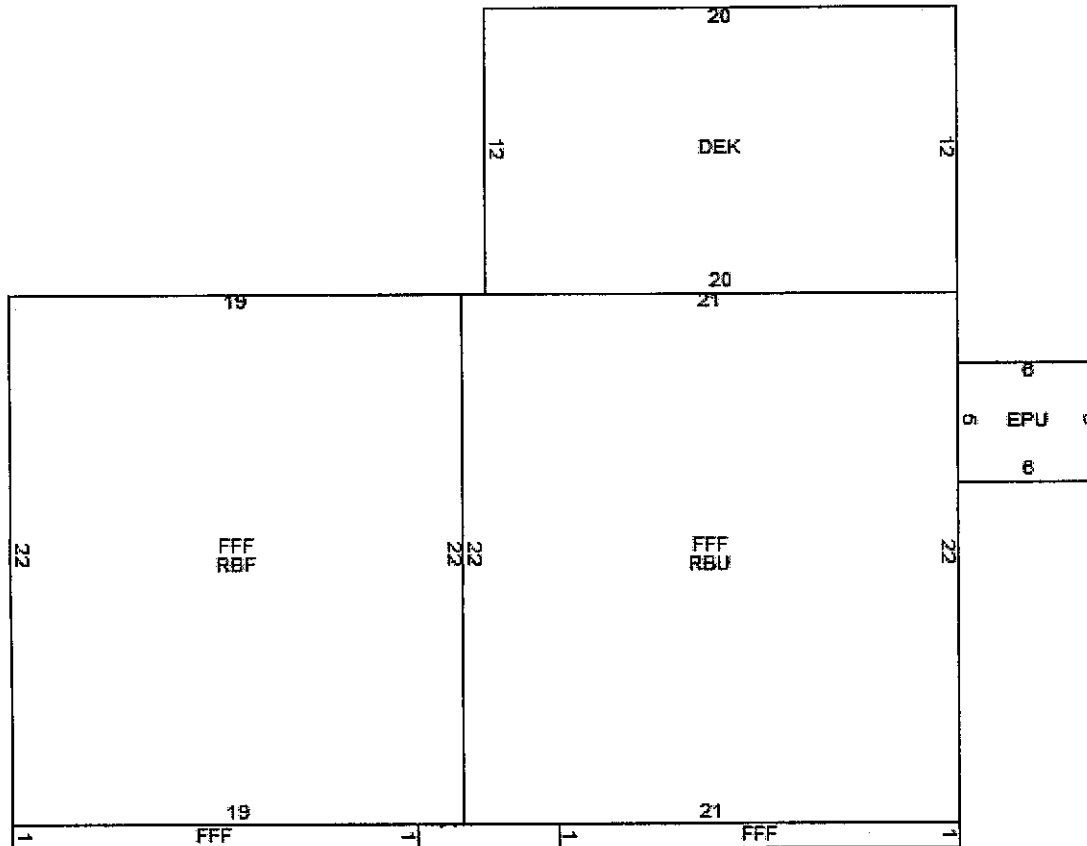
This application is to be completed and sent to the Building Inspector for permit.

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 WHD 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	
<div></div>				
BUILDING SUB AREA DETAILS				
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
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:

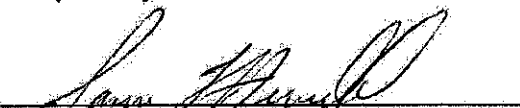
Any aggrieved party has a right to appeal the decision of the Board of Selectmen pursuant to the provisions of RSA 676.

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


Effective Date:

This policy shall take effect upon adoption.

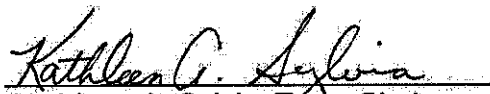
Adopted by the Board of Selectmen the 28th day of August, 2017.


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.

APPLICATION FOR BOARDS/COMMITTEES

NAME: Nick Pappas DATE: 08/04/2021

ADDRESS: 471 Bunker Hill Road Auburn, NH 03032

TELEPHONE: 603-851-8263

BOARD/COMMITTEE APPLYING FOR: Zoning Board of Adjustments

ARE YOU AVAILABLE TO ATTEND EVENING MEETINGS? Yes

Please list any experience, skills and/or qualifications which you feel would especially suit you for this position: _____

Alderman with the City of Manchester (body overseeing ZBA).

Public affairs business owner working with local ZBA's across NH, Mass and VT.

EDUCATION

	Name of School	Course of Study	Years Completed	Degree
Elementary	Northwest			
Highschool	Manchester West		4	HS
College	UNH		1	

Other (Specify) _____

CURRENT EMPLOYER

Name of Company: Yankee Solution, LLC. Length of Employment: 12

Describe your position: _____

Owner - Managing client services and running day to day operations

Additional comments: _____

I am hope I can be of service to the town of Auburn with my experiences working with other Zoning Board's to continue to grow our town while ensure we keep our community.

Signature: 

APPLICATION FOR BOARDS/COMMITTEES

NAME: Steven F. Kimball DATE: 12 Aug 2021

ADDRESS: 126 Morgen Dr

TELEPHONE: 603 483 0826

BOARD/COMMITTEE APPLYING FOR: Zoning Board

ARE YOU AVAILABLE TO ATTEND EVENING MEETINGS? Yes

Please list any experience, skills and/or qualifications which you feel would especially suit you for this position: I have owned a small real estate investment company for over 20 years with property in several NH towns (not Auburn).

I have experience working with planning and zoning boards relative to that business.

EDUCATION

	Name of School	Course of Study	Years Completed	Degree
Elementary	Kimball/Rundlett, Concord, NH		1980	
Highschool	Simon's Rock Early College	Liberal Arts	1983	AA
College	University of NH	Elec. Engineering	1986/1991	BSEE/MSEE

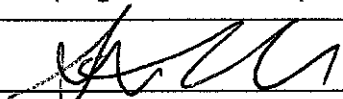
Other (Specify) _____

CURRENT EMPLOYER

Name of Company: BAE Systems Length of Employment: 33 yrs

Describe your position: Chief Scientist. Create technology to protect US military personnel. "We Protect Those Who Protect Us"

Additional comments: As an Auburn resident for over 30 yrs, I'd like to contribute to keeping this the best place (in my opinion) to raise a family in NH.

Signature: 



QUALITY INSULATION WORK AGREEMENT

License #:NONE ON FILE

Branch#: 675 | 110 Perimeter Rd | Nashua, NH 03063-1301 | (603) 889-6647

CUSTOMER/BUILDER

TOWN OF AUBURN NH / 1339511
PO BOX 309
AUBURN, NH 03032
(603) 483-5052

JOB SITE INFORMATION

55 Eaton Hill Rd
AUBURN, NH 03032

TRADE: INSULATION

QUOTE #: 80594884 / 2

ISSUE DATE: 08-17-2021

SALES PERSON: Russell, Michael C

Base

Work Area	Item	Notes
Ceiling Area Vaulted	OPEN CELL FOAM R - 32 BAYSEAL OCX = 9 Nominal Inches & Coating	INSTALL R32 OPEN CELL FOAM AND THERMAL BARRER PAINT ON THE ATTIC ROOF LINE OVER THE LOWER CONFERENCE ROOM AND OVER THE UPPER CONFERENCE ROOM AND WEIGHT ROOM.
Gable Walls	OPEN CELL FOAM R - 21 BAYSEAL OCX = 5.75 Nominal Inches & Coating	INSTALL R21 OPEN CELL FOAM AND THERMAL BARRER PAINT ON THE ATTIC GABLE END WALLS OVER THE LOWER CONFERENCE ROOM AND OVER THE UPPER CONFERENCE ROOM AND WEIGHT ROOM.

BASE TOTAL: \$19,717.00

OPTIONS - Initial the sections that you would like added and/or reduced from base total.

SOUND WALLS

Work Area	Item	Notes
Sound Wall	IBL USG ALL - IN - ONE ALL - BORATE 25 LB R - 15 DENSE PACK	INSTALL PACKED CELLULOSE IN THE WALL BETWEEN THE INTERVIEW ROOM AND THE OFFICE AREA. IF NECESSARY HOLES WILL BE DRILLED, PLUGGED, AND ONE COAT OF COMPOUND APPLIED.

Initial: _____ TOTAL for option: **+ \$477.00**

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.

Draft stop, fire block, fire stop (IBC 718.4.1, 718.4.2 and 718.4.3 or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed above.

Contractor is willing to furnish to you all material and labor required for the Scope of Work, subject to the terms and conditions stated in this agreement.

TERMS OF PAYMENT: Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties. Visit www.truteambillpay.com to manage your invoices and make payments online with TruTeam Bill Pay.

CELLULOSE NOTICE. If cellulose is to be applied with a wet spray application, you must allow adequate time for it to cure and dry before installing drywall or other materials. The adequate time required varies depending upon climate, altitude and weather. Do not install vapor barriers, vapor retarders, dry wall, or other interior finish until the material has dried to less than 20% moisture content. Time to cure will vary based on climate and weather. Be sure to schedule your trades accordingly.

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 60 days after the Date stated above. If performance of this agreement extends beyond this 60 day period, you agree to pay Contractor’s then current pricing (“Price”) for any Work performed after that 60 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:
By: _____
SIGNATURE TITLE
Company Name: _____

CONTRACTOR:
By: _____
SIGNATURE TITLE
Date: _____

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

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

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

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

4. **LIMITATION OF REMEDIES.** Your sole and exclusive remedy against Contractor for any and all claims for damages arising out of or alleged to have arisen out of the Work will be limited to the repair or replacement by Contractor, at Contractor's option, of any nonconforming work or to the issuance of a credit for such nonconforming work in accordance with these terms and conditions provided Contractor is given a reasonable opportunity to inspect the work and confirms such nonconformity. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Contractor is willing and able to repair or replace the nonconforming work and, in any event, Contractor's maximum liability for any damages shall be limited to the total amount paid to Contractor for the Work under this agreement. This Limitation of Remedies clause shall apply to the parties to this agreement as well as to the current owner(s) of the project and its' 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

ADDENDUM

License #:NONE ON FILE

Branch#: 675 | 110 Perimeter Rd | Nashua, NH 03063-1301 | (603) 889-6647

CUSTOMER/BUILDER

TOWN OF AUBURN NH / 1339511
PO BOX 309
AUBURN, NH 03032
(603) 483-5052

JOB SITE INFORMATION

55 Eaton Hill Rd
AUBURN, NH 03032

TRADE: INSULATION

QUOTE #: 80594884 / 2

ISSUE DATE: 08-17-2021

SALES PERSON: Russell, Michael C

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 August 17, 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: _____

**Town of Auburn
Board of Selectmen
August 16, 2021
Minutes
7:00 PM**

Selectmen Present: Keith Leclair and Todd Bedard

Others Present: Parks & Recreation Coordinator Amy Lachance, Finance Director Patricia Rousseau, Fire Chief Michael Williams, Tax Collector Susan Jenkins, Deputy Tax Collector Walter Milne, Michael DiPietro, Town Administrator William Herman and Nancy Hoijer, Recording Secretary

Call to Order – Pledge of Allegiance

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

Approval of Accounts Payable Manifest for the Week of August 9, 2021 - \$1,678,101.55

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of August 9, 2021 in the amount of \$1,678,101.55. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Approval of Accounts Payable Manifest for the Week of August 9, 2021 - \$22,732.50

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of August 9, 2021 in the amount of \$22,732.50. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Approval of Payroll Manifest for the Week of August 16, 2021 - \$50,937.04

Mr. Bedard motioned to approve the Payroll Manifest for the week of August 16, 2021 in the amount of \$50,937.04. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Approval of Consent Agenda for the week of August 16, 2021

Mr. Leclair read out loud and provided for inspection a copy of the Consent Agenda for the week of August 16, 2021 some of which included: one (1) Raffle Permit, one (1) Void Check Register, and one (1) pistol/revolver license.

Mr. Bedard motioned to approve the Consent Agenda for the week of August 16, 2021. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Appointments with the Board

Finance Director Patricia Rousseau – Credit Card Policy

Finance Director Rousseau presented a request to the Board for approval of a Town credit card for use by Department Heads. This would minimize use of personal credit cards by employees to pay for Town purchases. Use of the Credit Card would be managed through the Finance Director and Finance Assistant who manage the Home Depot card in the same manner of signing in and out.

When asked by Mr. Leclair, Mrs. Rousseau noted the auditors did not recommend the policy. Town policy would need to be updated with regulations regarding use of the card and consequences for not turning in receipts in a timely manner.

Mr. Leclair agreed all purchases need to be backed up with receipts whether paid by a department using their personal credit cards or by a Town credit card but did not like the idea of having staff need to go back and forth to get and return it.

Mr. Bedard did not like the idea of employees having to pay for purchases on behalf of the Town on personal credit cards and wait to be reimbursed.

Mrs. Lachance cited some examples where she has paid for such as large group camp reservations and outings up front. Mrs. Rousseau cited examples where it would assist the welfare officer.

Mr. Leclair recommend Mrs. Rousseau explore options and come back to the Board with more information and what an updated policy may look like.

Fire Chief Mike Williams – Monthly Meeting

Chief Williams presented the Department's Monthly Report for July 2021. Chief Williams noted calls for service continue to be up, with 57 calls in the month of July. Many operations have returned to normal with a decline in COVID-19 related issues. The Department responded to a substantial house fire which unfortunately left the home uninhabitable despite their efforts.

Mr. Leclair asked about the vaccine rate in the Department and Chief Williams estimated approximately half are vaccinated but it is not something being officially tracked. COVID payroll reimbursement for officers participating in State run vaccine states ended July 1st.

Chief Williams reported on equipment and maintenance issues. The Ladder apparatus is recertified annually and had its aerial testing and spent three weeks at the apparatus company having small items repaired and replaced such as brake drums, lights and some grounding issues. The bill hasn't been received yet.

Chief Williams and Mrs. Lachance met with the fireworks vendor concerning the event to take place at the baseball field.

Chief Williams note training on the new Red Alert software which went live on August 1st and is going well and able to generate an incident report from dispatch.

Appointment of Firefighter

Chief Williams recommended the hiring of Call Firefighter Cody Lappas to fill the vacant full-time Firefighter/EMT position. He has been a call member for a year and a half and is a Firefighter Level II with EMT and Hazmat training. He is currently attending AE&T class. There were six interviews done and he will hold onto the names of the other five good candidates in the event there is another vacancy.

Mr. Bedard moved to appoint Cody Lappas of Manchester as a full-time Firefighter/EMT with the Town of Auburn at a starting level of Labor Grade 6, Step 8 effective August 23, 2021. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Request for State Equipment

Chief Williams presented a proposal for State equipment loaned through the NH Division of Forests & Lands with no cost to the Town, outside of maintenance. The vehicle cannot be sold but can be returned to the State when no longer in use by the Town. It can be stored at Station 2. The first step would be to sign the Request Form then the Department would be on a waiting list with other Towns. The vehicles come in every 2-3 months, and he would go up and look at vehicles as they are offered and make a choice. Mr. Leclair would like to see the draft Lease Agreement before signing the request. Chief Williams will get that to the Board.

Mr. Bedard moved to approve the proposed Request for State Equipment with the Forest Protection Bureau of the NH Division of Forests and Lands for a Stewart Stevenson 5 Ton vehicle to strengthen Auburn's Forest fire control efforts and to authorize the Chair of the Board of Selectmen to sign the agreement on behalf of the Board of Selectmen. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Walter Milne – Health Insurance for Part-Time Employees

Mr. Milne made a request for Health Insurance benefits for part-time employees. Finance Director Rousseau noted she has obtained numbers for the proposed cost of the benefit should the Board approve the request. Currently health insurance benefits are offered to full-time employees who work 35 hours per week. Mr. Herman noted one of the reasons for this is the direct deduction structure from payroll. An employee needs to earn enough for the deduction to be deducted from their paycheck otherwise the Town could find themselves in the position of having to collect unpaid contributions. He indicated this has been an issue in the past.

Mr. Milne noted when he takes on the position of Tax Collector, he will be working 25 hours per week with no benefits. Mrs. Rousseau felt part-time employees who elect to participate should have to pay their premiums up front annually, so they don't fall behind and the other part-time employees would need to participate.

Mr. Bedard asked how many part-time employees the Town had and the cost of a mid-level plan. Mrs. Rousseau estimated with approximately 10 part-time employees the cost to the Town would be \$100,000 per year just for health insurance benefits, but that was with the high-end plan.

Mr. Leclair noted he would like to review the numbers and while he was not in favor of passing the cost onto the taxpayers, he recommended bringing the request to the Personnel Board when they meet again in November.

New Business

Project Discussions for FY 2021 ARPA Funds

Mr. Herman provided the Board with a spreadsheet outlining the projects which the Board has already agreed to fund using the 2021 American Rescue Act (ARPA) Funds and the total cost and balance available. A total of \$117,000 has been obligated so far, and Mr. Herman noted the summary is available on the Town's website.

Mr. Herman noted construction of the building at the Safety Complex is underway and half of the cost has been paid upon the roof going on the structure, with the balance due at completion which is estimated to be shortly. The funds from the Warrant Article covered the first \$81,000.

Mr. Herman provided a request from the Griffin Public Library for the purchase and installation of a two-side electronic message center in the front of the sign of the library and a quote for \$19,895 and a quote for four (4) HEPA Air Purifiers and associated filters for \$3,549.60.

Mr. Leclair indicated he would like to see at least one more quote for the electronic sign and asked about the quote the Board asked the library to provide for replacement of the mini splits. Mr. Herman noted he understood the mini splits to be in working order, but replacement was recommended by the Board due to their age so they asked for the quote.

Mr. Leclair recommended tabling the request until Selectman Rolfe could provide input.

Mr. Leclair asked Chief Williams to report on the status of the gear extractor and Chief Williams indicated the radiant heat in the bay floor is a concern. The extractor must be bolted securely to the floor and the bolt pattern must be established so they can install it without damaging the pipes below the concrete floor. Options include having a company come out to assess and evaluate the location of the radiant heat pipes or attempt to locate the pipes with the Department's heat sensor equipment. Chief Williams indicated he will try to locate the pipes by turning up the heat with using the heat sensor and will report back. Another room at the Safety Complex may have to be utilized.

2021 Supplemental Groundwater Monitoring Annual Summary Report

Mr. Herman provided the Board with a copy of the Supplemental Groundwater Monitoring Report from Stantec dated August 3, 2021 which provided July PFAS Results for MW-101 and MW 102 which were similar to April 2020 results and recommended annual monitoring continue.

Engagement of Auditing Firm for FY 2020 Audit

Finance Director Rousseau provided an engagement agreement with the Town's auditing firm – Vachon Clukay & Company of Manchester for the Town's FY 2020 audit. The field work associated with the FY 2020 audit is complete, and the formal report is being prepared. The anticipated cost is \$13,000.

Mr. Bedard moved to approve the engagement agreement with Vachon Clukay & Company of Manchester for the audit of Town of Auburn financial records for the year ending December 31, 2020 at the anticipated cost of \$13,000 and to authorize the Chair of the Board of Selectmen to sign the agreement on behalf of the Board of Selectmen. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Nominations for Deputy Health Officers

Mr. Herman reported Chief Williams and Building Inspector Carrier Rouleau-Cote are willing to serve as Deputy Health Officers for the Town of Auburn to replace the vacancies left by the retirement of former Health Officer Paul Raiche and the changing of employers by Deputy Health Officer James Saulnier earlier this year. Mrs. Rouleau-Cote has experience, while Chief Williams will attend an initial training program.

Mr. Leclair noted the State would appoint the position if the Town did not and asked if either would be personally liable. Mr. Herman indicated they would not be personally liable and would be State appointed, insured and bonded.

Mr. Bedard moved to appoint Carrie Rouleau Cote and Michael Williams to the Commissioner of the NH Department of Health & Human Services for appointment as Deputy Health Officers for the Town of Auburn. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

HealthTrust FY2021 Return of Surplus

Mr. Herman provided a copy of a letter dated August 12, 2021 from HealthTrust indicating a surplus is anticipated for FY2021 to be approximately \$37,207,827 with the anticipated return for the Town of Auburn's benefit group of \$40,235.52 for medical, dental and short-term disability. The actual amount would be determined at the October 5, 2021 Board of Director's meeting and distributed on November 17, 2021. Groups will be notified no later than October 15, 2021.

Mr. Herman noted this is only the second time in 15 years he is aware that such a surplus has been returned. Some will go back to employees and some to retired persons who contribute their full share of premium costs. Mr. Leclair asked where the unanticipated revenue would go, and Mr. Herman noted it will likely go to the general fund.

Citizen's Request to Name Soccer Field

A request dated August 2, 2021 was received by a group of residents asking that the Soccer Field at the Wayne Eddows Recreational Fields be named Peguri Field after the Auburn Soccer Club "Coach JP" Jean Paul Peguri who passed away unexpectedly.

Mr. Herman provided the Board with the 2017 draft Policy for Naming Town Facilities, Trails or Properties which sets forth the application process, criteria and qualifying facilities. Mrs. Lachance reported Parks & Recreation will meet in October with the residents proposing the change and have not discussed the request. Mr. Leclair recommended they review it first. He noted Mr. Peguri was a neighbor and friend, but he would not be in favor of renaming the field as there have been a lot of people who have done a lot for the Town. Mr. Leclair noted he would recommend instead and support fund raising efforts for a memorial that recognized the appreciation to all the Town's volunteers. He noted he did not support using tax dollars to establish the memorial.

Old Business

Vacancies on the Zoning Board of Adjustment

Mr. Herman provided the Board with two applications to the Zoning Board of Adjustment for membership. The ZBA meets next on the 24th of August and Mr. Wright will continue until September 1st. The ZBA has a full board with two alternates.

Mr. Leclair recommended holding off on the appointments until the next meeting.

Insulation of Remainder of Safety Complex Ceiling

Mr. Herman noted he is working to secure the revised estimate on insulating just the Training Room at the Safety Complex.

Report/Comments of Ex-Officio Board Representative

Mr. Bedard reported Parks & Recreation met. They received the letter asking to rename Wayne Eddows Field and started work on the budget.

Mr. Leclair noted the Selectmen will begin to review budgets in September, the deadline for submission was today. Mr. Herman will schedule review of the budget for the Board's September 27th meeting and noted the Budget Committee's vacancy was filled by Joanne Linxweiler for a three-year term.

Next Meeting/Events

Monday, August 30, 2021 – Board of Selectmen's Meeting – 7:00 PM

Monday, September 13, 2021 – Board of Selectmen's Meeting – 7:00 PM

Minutes

August 2, 2021 Public Meeting

Mr. Bedard motioned to approve the August 2, 2021 Public Meeting Minutes. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

August 2, 2021 Non-Public Session

Mr. Bedard motioned to approve the August 2, 2021 Non-Public Meeting Minutes as written. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Adjourn

Mr. Bedard motioned to adjourn at 8:19 PM. Mr. Leclair seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Respectfully submitted,

Nancy Hoijer
Recording Secretary