

**Town of Auburn
Board of Selectmen
March 27, 2017
Town Hall
7:00 p.m.**

() Call to Order – Pledge of Allegiance

() Election of Board Chair and Vice Chair

Approval of Payroll for Week of March 20th, 2017
Approval of Accounts Payable for Week of March 27th, 2017
Consent Agenda – as of March 27th, 2017

() Appointments with the Board

() New Business

Annual Appointments for 2017
Approval of Deputy Town Clerk and Deputy Treasurer Appointments
Delegation of Deposit Authority
MRI Operational Review of Town Hall Operations
Design Plans for Town Hall Front Stairs
Consideration of Issuance of 2017 COLA
Potential Highway Project Funds
Lawn Mowing Request for Proposal

() Old Business

Fiscal Issues for Rockingham County
Repair of AFD Engine One

() Other Business

() Minutes

- March 13th, 2017 Morning Public Meeting
- March 13th, 2017 Evening Public Meeting

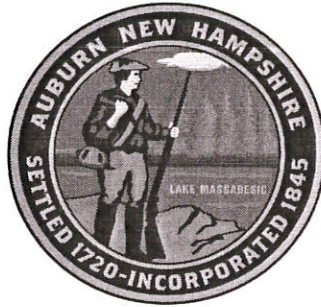
() Non-Public Session

Pursuant to the provisions of RSA 91-A: 3, II (a) & (c) – Compensation of a public employee and Consideration of the reputation of someone other than a member of the Board

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

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

From: Bill Herman, Town Administrator

Date: March 22, 2017

Re: Annual Appointments - 2017

The following is a list of town officer, board and committee appointments, which are due for action for the year 2017.

Selectmen's Representatives (Selectmen or administrative official) to:

Budget Committee	Term to Expire in March, 2018
Planning Board	Term to Expire in March, 2018
Highway Safety Committee	Term to Expire in March, 2018
Parks & Recreation Commission	Term to Expire in March, 2018

Public Official:

Welfare Officer	Kathryn Lafond	Term to Expire in March, 2019
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The list below indicates the board or commission; the incumbent currently in the position and the new term of office for the position:

Conservation Commission	Jeffrey Porter	Term to Expire in March, 2020
	Edward Fehrenbach	Term to Expire in March, 2020
Alternate	Stephanie Hanson	Term to Expire in March, 2020
Highway Safety	Daniel Carpenter	Term to Expire in March, 2018
	Michael DiPietro	Term to Expire in March, 2018
	Eva Komaridis	Term to Expire in March, 2018
Library Trustee Alternates	Sharon I. Bluhm	Term to Expire in March 2018
	Jean Worster	Term to Expire in March 2018
Parks & Recreation	Lisa Canavan	Term to Expire in March, 2020
	Patrick Kelly	Term to Expire in March, 2020
Zoning Board of Adjustment	Michael DiPietro	Term to Expire in March, 2020
	Kevin Stuart	Term to Expire in March, 2020

Thank you for your consideration.



ZONING BOARD OF ADJUSTMENT TOWN OF AUBURN

Town of Auburn Zoning Board of Adjustment

March 6, 2017

Auburn Board of Selectmen
PO Box 309
Auburn, NH 03032

Re: Term Expirations

Dear Gentlemen:

On March 31, 2017, the terms of Michael DiPietro and Kevin Stuart both full members of the Zoning Board of Adjustment will end. Mr. DiPietro and Mr. Stuart have both indicated that they are interested and willing to serve another term of three years. Please be advised I recommend re-appointment of these members.

Please feel free to contact me with any questions or comments.

Sincerely,

Mark Wright, Chairman
Town of Auburn
Zoning Board of Adjustment

Bill Herman

From: Nancy <n.mayland@comcast.net>
Sent: Wednesday, March 22, 2017 3:32 PM
To: Bill Herman
Subject: Re: Alternate Trustee Appointments

Hi Bill. Thanks for the reminder. Yes, please have them approve Sharon and Jeannie as alternates.
Have a great rest of the day.
Nancy

Sent from XFINITY Connect Mobile App

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

From: townadmin@townofauburnnh.com
To: n.mayland@comcast.net
Cc:
Sent: 2017-03-22 2:26:32 PM
Subject: Alternate Trustee Appointments

Hi Nancy –

I was in the process of preparing materials for the BOS for their meeting on Monday evening and one of the items is annual appointments to various boards and committees.

One of the items on the list is Alternate Library Trustees. I didn't want to assume anything, so I am asking if the Trustees would want the BOS to re-appoint Sharon Bluhm and Jean Worster as Alternate Trustees for another year?

The appointments don't have to happen on March 27th, but thought I would check while I am listing out positions for them to consider.

We'll be happy to follow any lead you suggest.

Thanks!!!

Bill

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

OFFICE OF THE TOWN CLERK



AUBURN, NEW HAMPSHIRE 03032

P.O. BOX 309
47 CHESTER RD

Tel. 603-483-5571
Fax 603-483-0518
townclerk@townofauburnnh.com

March 15, 2017

To: Board of Selectmen

From: Town Clerk

I wish to have Patricia Rousseau re-appointed as Deputy Town Clerk.

Thank you,

Kathleen A. Sylvia

APPOINTMENT OATH OF OFFICE

To **Patricia Ann Mary Rousseau** of Auburn in the County of Rockingham

WHEREAS, there is a vacancy in the position of Deputy Town Clerk in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you the said, **Patricia Ann Mary Rousseau, as Deputy Town Clerk** of the Town of Auburn and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office. Term to expire upon the election in March 2020, or upon the selection of your successor.

Given under our hands this 27th day of March 2017

Selectmen of the Town of Auburn

"I, Patricia Ann Mary Rousseau, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as Deputy Town Clerk of the town of Auburn to the best of my abilities, agreeably to the rules and regulations of the Constitution and Laws of the State of New Hampshire; so help me God."

Signature

Address

Phone

E-Mail

Personally appeared the above named, Patricia Ann Mary Rousseau took and subscribed the foregoing oath.

State of New Hampshire, Rockingham County

On the ____ day of _____ 2017

.....

Selectman, Moderator,

Town Clerk or Deputy Town Clerk

Received and Recorded

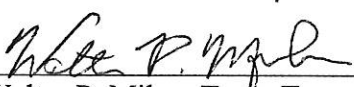
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Kathleen A. Sylvia, Town Clerk

APPOINTMENT OATH OF OFFICE

To Linda Dross of Auburn in the County of Rockingham

WHEREAS, there is a vacancy in the office of Deputy Treasurer in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office and you have been nominated to this position by the duly elected Town Treasurer, Walter P. Milne, we do hereby appoint you the said, **Linda Dross as the Deputy Treasurer** of the Town of Auburn and upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office. Term to expire March 2020 or upon the selection of your successor.


Walter P. Milne, Town Treasurer
March 20, 2017

Given under our hands this 27th day of March 2017

Selectmen of the Town of Auburn

"I, Linda Dross, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as the Deputy Treasurer for the Town of Auburn to the best of my abilities, agreeably to the rules and regulations of the Constitution and Laws of the State of New Hampshire; So help me God."

Signature

Address

Phone

E-Mail

Personally appeared the above named, Linda Dross took and subscribed the foregoing oath.

State of New Hampshire, Rockingham County

.....

On the ____ day of _____ of 2017

Selectman, Moderator,
Town Clerk or Deputy Town Clerk

Received and Recorded

.....

Kathleen A. Sylvia, Town Clerk

DELEGATION OF DEPOSIT AUTHORITY

Pursuant to the provisions of RSA 41:29,II, the Town Treasurer has the responsibility to deposit all such monies received by the Town of Auburn in appropriate financial institutions as outlined in the statute.

RSA 246:29, VI allows the Treasurer to delegate deposit or other financial functions to other town officials or employees provided such delegation is in writing and includes written procedures acceptable to the Board of Selectmen. Such delegation may only be to a town official or employee bonded in accordance with RSA 41:6.

The Auburn Town Treasurer hereby delegates deposit function authority to the Auburn Tax Collector and the Auburn Town Clerk and their respective Deputies of the funds they collect in their respective roles. These deposits shall be made on a weekly or daily basis, whenever receipts total \$1,500 or more.

In making these deposits, the Auburn Tax Collector and the Auburn Town Clerk and their respective Deputies shall provide the Auburn Town Treasurer with the deposit slip from the Town's general fund financial institution, in addition to a detailed back-up report documenting the receipt of monies comprising the deposit made.

This authority shall remain in effect until rescinded by written notice of the Auburn Town Treasurer.



Walter P. Milne
Auburn Town Treasurer

3/20/17

Date

Approved by the Auburn Board of Selectmen:

Date

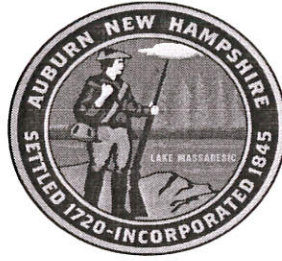
James F. Headd, Chairman

Richard W. Eaton, Selectman

Dale W. Phillips, Selectman

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: January 5, 2017

Re: Re-Activation of Auburn Development Authority

One of the goals the Board established for 2017 was to *"study how to expand commercial growth around town with water and sewer extensions and/or update to zoning regulations."*

A means which the Board may want to consider for focusing in this area might be re-constituting the Auburn Development Authority and tasking them with looking at the potential of water and/or wastewater for the area of By-Pass 28 or Rockingham Road / Wellington Business Park.

The Town established the Auburn Development Authority in 1999 *to foster and encourage industrial development within the Town of Auburn*. The main focus turned pretty quickly to securing the former rifle range property on Rockingham Road from the federal government and establishing what has become the Wellington Business Park. This has been a true Auburn success story that still has growth in its future. As of today, the business park currently adds nearly \$11.5 million in assessed value to the Town.

Since 2011, the Town has not appointed members to the Auburn Development Authority. I think with the Wellington Business Park being developed, it was felt their work was completed. With the Board's goal of focusing some effort in this area, you may want to consider re-appointing the Auburn Development Authority to help you bring a focal point to this potential activity.

The Town still carries approximately \$18,000 on the books for the Auburn Development Authority, which you could make available for some professional assistance in examining the potential of bringing water to the area of By-Pass 28 or sewer service to the Wellington Business Park.

Should this be a direction the Board might be interested in heading, you should give some consideration for who you might want to serve on the Authority. The members appointed in 2011 included Michael DiPietro, Michael Meyers, Harland Eaton, James Lagana and Paul Raiche as a Selectmen's Representative.

This is not something the Board should make an instant decision on. We'd suggest the Board should first consider if they wanted to use such a board to bring focus to this potential. And, if you do, then serious consideration should be given to the potential members of the board.

Thank you for your consideration.



PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated _____, is to retain professional consulting services for the **Town of Auburn, New Hampshire (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, the Auburn Board of Selectmen, and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

MRI will conduct an operational review of the functions performed at the Auburn Town Hall to include the following two functional areas:

- **General Town Hall Functions** including Administration, HR, Finance, Town Clerk/Tax Collector, and Welfare
- **Planning, Zoning, Building Inspection, Code Enforcement, Assessing**

MRI will make recommendations for improvements that are to take into consideration the current and future financial ability of the Town, appropriate modifications to the delivery systems to provide optimum response time and service to the entire Town, location or expansion of physical facilities and equipment, and whether the current organization is appropriate or should be modified. We will spend time with the key personnel to gain an understanding of the organizational, operational, and management systems and approaches currently in place, and then compare and contrast the current structures against contemporary "best practice".

The study shall consist of the following components:

1. A comprehensive risk assessment.
2. Internal operations staff and management resources.
3. Review of policies and procedures.

4. A financial sustainability analysis, which will include current organizational configurations accompanied by the identification of potential efficiencies and service improvements.
5. Analysis of the structure and delivery of services, including training and benchmarking against established best practices.
6. A review of the maintenance program for Town owned buildings and properties.

Specific items to be addressed will include, but not be limited to, the following:

1. Identify service needs based on the characteristics of the community, applicable statutory and regulatory requirements, and comparison with current ability to fulfill the needs and expectations.
2. Evaluate whether there are recommended changes to improve efficiency and delivery of service for each department.
3. Evaluate appropriate operational staffing levels, supervision, and management.
4. Evaluation of departmental policies, procedures, and internal controls. Include possible recommendations that may improve the current policies, procedures, training, and delivery of services in the most cost effective manner.

INFORMATION TO BE PROVIDED BY THE TOWN OF AUBURN

MRI structures our proposals as a partnership with a community. As such, we ask that a contact person be identified for each department and that will assist in scheduling and gathering information/documentation deemed necessary by the consulting team. It is our goal that each of our team members becomes familiar with the departments to be reviewed and the community so that we can arrive in your community and “hit the ground running”, thus asking more informed questions and providing the community with a better value in terms of product depth and quality.

The results of our assessment will be presented in a written report and may be presented in a work session format designated by Town officials. During this work session, the MRI team will explain, interpret, and expand upon the information in the report and answer questions.

III. FEES AND CHARGES

Our services for this project will be provided on a lump sum fee basis that is intended to cover all professional time and expenses. The process will be completed for a lump sum fee of **\$15,000.00**; payments to be invoiced as follows:

1. \$5,000.00 upon the signing of this agreement;
2. \$5,000.00 upon completion of initial interviews and document review; and
3. \$ 5,000.00 upon delivery of the final report to the Client.

Payments will be made within thirty (30) days of receipt of the invoice unless otherwise agreed. Invoices not paid within thirty (30) days will accrue interest at the rate of 1.5% per month.

IV. MRI PERSONNEL IN CHARGE

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement, coordinating activities, interfacing directly with the Client, and participating throughout the engagement as required. John MacLean will serve as Lead Consultant on this project. Team members will be assigned and participate upon request of the Client.

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

William Herman
Town Administrator
47 Chester Road
PO Box 309
Auburn, NH 03032
(603) 483-5052

V. TERM

This agreement shall remain in force and effect through completion of the project.

Either party may terminate the Agreement with 15 days advance written notice to the other party.

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED

THE TOWN OF AUBURN, NH
BY ITS BOARD OF SELECTMEN

Chairman

Date: _____

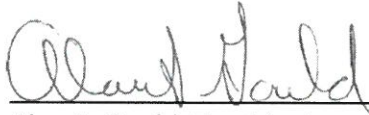
Vice Chairman

Date: _____

Selectman

Date: _____

MUNICIPAL RESOURCES, INC.

_____

Alan S. Gould, President

Date: March 21, 2017

ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

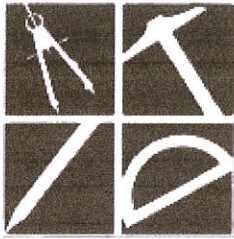
In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: _____
Date: _____

Initialed for MRI: ASG
Date: March 21, 2017

Initialed for Client: _____
Date: _____

Initialed for Client: _____
Date: _____



Alternative Designs Inc.

Alternative Designs Inc
94 Old Granite Street
Manchester, New Hampshire 03101
www.altdesigns.us
(603) 645.4388

September 23, 2016

To: Board of Aldermen
Town of Auburn
P.O. Box 309
47 Chester Rd
Auburn NH 03032

Attn: William G. Herman, CPM
Town Administrator

Re: Town Hall Front Stair Redesign



Dear Sirs;

Thank you for Considering Alternative Designs Inc. (ADI) to provide professional Design Services for your Town Hall Entrance renovation in Auburn NH.

PROJECT SUMMATION: The Town plans to Remove the existing Stairs and covered landing due to rot and safety concerns and replace them with stairs that are compliant with current codes and a landing, in similar configuration to the existing. Additionally, the landing and stairs are to be sheltered from weather by a farmers-style porch roof. The Porch is to be in a neo-federalist style to match the grandeur of the existing town hall structure.

OUR SERVICES INCLUDE THE FOLLOWING:

Alternative Designs will provide the following Design Services for the proposed project in phases:

PHASE 1: DESIGN

- ADI will measure the existing building and prepare as-built existing plans and elevations for the front entry area (exterior only).
- ADI will Review building code & any necessary research relative to the proposed use(s).
- ADI will then Develop a schematic floor plan and elevational design concept
- ADI will prepare a color rendering (24" x 18") of the proposed new building front, showing the new covered steps and porch for use by the town in getting town input and approving the design.

PHASE 2: DESIGN ALTERATIONS

- ADI will alter the design at the direction of the Board of Aldermen

PHASE 3: CONSTRUCTION DRAWINGS

- ADI will prepare construction documents for use by the town in bidding and acquiring construction permits. Documents will be Contractor grade Design Build documents; no written specifications other than code review (as applicable) will be provided. Drawings will show sufficient detail for construction and will specify all structural materials. Drawings will include sizes of trim and sufficient detailing for comparative bidding.
- 1 set of full sized prints of the final design deliverable to the owner.

WORK NOT INCLUDED:

- Additional prints not referenced above.
- Structural/Civil/Mechanical/Electrical/Plumbing/sprinkler/Acoustical/Sound or other Engineering
- Attendance at City meetings
- Construction Administration

BASIC SERVICE FEE/ SCHEDULE:

- PHASE 1: DESIGN: \$ 750.00
 - PHASE 1: COLOR RENDERING (24X18) \$ 500.00
 - PHASE 2: DESIGN ALTERATIONS: (Per-Diem at \$75 per hour)
 - PHASE 3: CONSTRUCTION DRAWINGS (With Architect's stamp) \$ 1,500.00
 - {Note: If the town does not require an architect's stamp on the drawings, Deduct \$750 from Phase 3}
-
- One (1) 24" x 18" color rendering of elevations and plan is included; an electronic version will also be emailed to the town for use in any way.
 - One (1) set of blueprints are included in phase 3. Additional sets are \$2.00 per sheet (24" x 18")
 - A retainer of **\$ 500.00** is requested upon signature of this agreement and will be posted to the final invoice.
 - Services not included in the above proposal will be considered "Extra Services". Extra Services will be billed at the hourly rate of \$75 an hour.

SIGNATURE:

This proposal is a firm offer and is good for 30 days and effective for 6 months after signing of contract. The signature below is duly authorized to bind Alternative Designs, Inc to this contract. If this Scope of Services and Fee Proposal meet with your approval, please sign below and return one copy to the office of Alternative Designs. This signed agreement will constitute a contract and will act as notice to proceed. Final payment is due at completion of project.

Respectfully,
Alternative Designs, Inc

Cynthia Nye

Cynthia Nye Owner/Designer

Sept 23, 2016

Date

William G. Herman

9/27/16

APPROVED FOR **Town of Auburn**

Date

William G. Herman Town Administrator

PRINT NAME & Position

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: March 24, 2017

Re: Potential Additional Road and Bridge Funding in FY 2017

Two measures are moving through the Legislature with the support of House and Senate leadership and the Governor that would provide a significant one-time amount of money to Auburn and all of the other communities in New Hampshire.

Senate Bill 38, co-sponsored by Senate President Morse and Senate Majority Leader Bradley, would provide \$36.8 million additional state aid to cities and towns for road and bridge improvements. Approximately \$30 million is to be distributed as additional Highway Block Grant funds to individual communities, while the remaining \$6.8 million would be added to the Municipal Bridge Aid Program funds. The funds represent nearly half of the anticipated surplus for the State government's 2016-2017 biennial budget.

On March 21st, the House Finance Committee included \$50 million to be set aside for "roads, bridges, schools and other core projects" within HB 1 – the state budget.

For Auburn, whichever proposal is ultimately adopted, the funding would most likely mean an additional one-time amount of approximately \$160,000 in Highway Block Grant funds, while the additional money for the Municipal Bridge Aid Program would likely move the Griffin Mill Bridge project up from its scheduled FY 2022 funding.

The funding is supposed to be used for additional work the Town has in the areas of roads and bridges, and not just be used as additional revenue to reduce the tax rate. SB 38 has reporting requirements for the municipalities to report to the State how the funds were used. As such, I would recommend the Board give consideration to using these funds to:

- Build a larger salt storage facility for the Highway Department
- Address work that may be necessary on Hooksett Road adjacent to Exit 2.

Senate Bill 38 was unanimously approved by the Senate Finance Committee on March 16th, and was unanimously approved by the full Senate on March 23rd. The budget bill from the House is due out of the Finance Committee by the end of the month and is expected to be voted on by the full House of Representatives by April 6th.

The Governor has generally endorsed this type of investment and included similar funding in his proposed budget. We will not know with certainty the final outcome until late May or mid-June, but it appears the funds would be available to the cities and towns this year if approved.

Thank you for your consideration.

SB 38-FN - AS AMENDED BY THE SENATE

03/23/2017 0897s

2017 SESSION

17-0130
06/01

SENATE BILL

38-FN

AN ACT making an appropriation to the department of transportation for local highway aid and aid for municipal bridges.

SPONSORS: Sen. Morse, Dist 22; Sen. Bradley, Dist 3; Sen. Reagan, Dist 17; Sen. Daniels, Dist 11; Sen. D'Allesandro, Dist 20; Sen. Giuda, Dist 2; Sen. Feltes, Dist 15

COMMITTEE: Finance

AMENDED ANALYSIS

This bill makes an appropriation to the department of transportation for local highway aid and municipal bridge aid.

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears ~~[in brackets and struckthrough.]~~
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Seventeen

AN ACT making an appropriation to the department of transportation for local highway aid and aid for municipal bridges.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 1 Purpose Statement. The general court recognizes that there is a need to provide targeted
2 funding for local infrastructure projects. Therefore, it is the intent of this act to designate certain
3 surplus funds in the 2016-2017 biennial budget for the provision of grants to fund local
4 infrastructure projects in accordance with the purposes and provisions of this act.

5 2 Department of Transportation; Appropriation.

6 I. There is hereby appropriated to the department of transportation the sum of \$36,800,000
7 for the fiscal year ending June 30, 2017, which shall be nonlapsing and expended pursuant to
8 paragraph II. The governor is authorized to draw a warrant for said sums out of any money in the
9 treasury not otherwise appropriated.

10 II. The sum appropriated in paragraph I shall be allocated as follows:

11 (a) \$30,000,000 shall be expended for additional "Apportionment A" distributions under
12 RSA 235:23, I.

13 (b) \$6,800,000 shall be expended for state bridge aid for municipal bridges under RSA
14 234.

15 III. No funds appropriated in paragraph I shall be used for supplanting locally budgeted
16 and approved funds for road or bridge maintenance or construction.

17 IV. All recipients of such funds shall report to the department of transportation the projects
18 funded or partially funded through such appropriations. The commissioner of the department of
19 transportation shall compile and submit an interim list of all such projects to the governor, the
20 president of the senate, and the speaker of the house of representatives by July 1, 2018. The
21 commissioner shall compile and submit a final list of all such projects by July 1, 2019.

22 3 Effective Date. This act shall take effect upon its passage.

LBAO
17-0130
1/6/17

**SB 38-FN- FISCAL NOTE
AS INTRODUCED**

AN ACT transferring moneys from the revenue stabilization reserve account to the
 highway and bridge betterment account.

FISCAL IMPACT:

The Legislative Budget Assistant has determined that this legislation has a total fiscal impact
of less than \$10,000 in each of the fiscal years 2018 through 2021.

AGENCIES CONTACTED:

Treasury Department

Budget writers agree to \$50m road, bridge fund

■ **Spending plans:** The proposed infrastructure program will likely use distribution formulas already outlined in existing state law.

By DAVE SOLOMON
State House Bureau

CONCORD — House budget writers have bought into Gov. Chris Sununu's plan for an infrastructure fund to use up to \$50 million of the state budget surplus for local projects.

The most recent estimates put the surplus at somewhere around \$80 million, after required contributions to the state's Rainy Day Fund.

The plan unveiled on Tuesday by the House Finance Committee calls for \$50 million from fiscal

year 2017 to be set aside for "roads, bridges, schools and other core projects essential to communities."

"We are going ahead with the governor's infrastructure fund," said Finance Committee Chairman Neal Kurk, R-Weare. "We may send the money out in a different way, by specifically allocating funds in the budget, rather than going through the governor's process."

The governor had proposed creating a committee to consider applications to the infrastructure fund, but Kurk said it was more likely the money would be distributed on the basis of existing formulas used to share state revenues with cities and towns.

"The House is moving forward on the governor's call to assist cities and towns, protect property taxpayers, and make effective investments in infrastructure at the

local level," said Kurk. "House members will not only be voting on a fiscally responsible budget, they will be voting for or against sending more money back to the communities they represent."

The proposed infrastructure program will likely use distribution formulas already outlined in existing state law RSA 235:23, "Construction and Reconstruction Aid."

The House Finance Committee also signed off on a request from House Speaker Shawn Jasper, R-Hudson, for an additional \$25 million in state aid to cities and towns to offset property taxes in each year of the 2018-19 budget.

That money would most likely be distributed based on population, according to Kurk.

"These programs are in addition to municipal grant

and aid funding already in place, including education aid, highway block grant aid, meals and rooms tax distribution, and other state aid programs," he said.

The Senate Finance Committee last week recommended SB 38, which calls for \$38 million in funding for local roads and bridges.

"The Senate does what the Senate does, and the House does what the House does, and we all come together in the spring," said Kurk.

One way or the other, Sununu's infrastructure fund is on its way to reality.

"In setting aside an Infrastructure Revitalization Fund we are making local needs a priority and providing a vehicle to get important projects done," he said. "In no area is this more important than with roads and bridges."

dsolomon@unionleader.com

**PUBLIC NOTICE
REQUEST FOR PROPOSALS**

The Town of Auburn and the Auburn School District are soliciting proposals for the care and maintenance of approximately eleven (11) Town-owned lawns, parks and other properties and for the lawns and fields of the Auburn Village School for the 2017 season.

Maintenance of these properties includes a spring clean-up; mowing, trimming and raking as needed; and a fall clean-up.

Sealed proposals marked "LAWN CARE" will be accepted at the Selectmen's Office until 2:00 PM on Friday, April 7, 2017. Bids will be publicly opened on April 7, 2017, and presented to the Auburn Board of Selectmen and/or the Auburn School Board as necessary after that date for formal approval.

Specifications for the project are available at the Town Hall at 47 Chester Road between the hours of 8:00 A.M. and 4:30 P.M., or on the Town of Auburn web site (www.auburnnh.us).

The Board of Selectmen and the Auburn School District reserves the right to accept or reject any or all proposals in the best interest of the Town of Auburn and the Auburn School District.

TOWN OF AUBURN
AUBURN SCHOOL DISTRICT

March 21, 2017

TOWN OF AUBURN & AUBURN SCHOOL DISTRICT **SPECIFICATIONS FOR LAWN CARE & GROUNDS** **MAINTENANCE**

The Town of Auburn and Auburn School District are issuing this solicitation of proposals for the care and maintenance of Town-owned land and parks and the Auburn Village School property and fields for the 2017 season. The Town maintains eleven (11) lawns, parks and grounds throughout the community on a regular basis.

Maintenance of these properties includes: a spring clean up; mowing, trimming and raking on a regular basis as needed; and a fall clean up.

The properties to be maintained as part of this proposal include:

- 1) Auburn Village School (11 Eaton Hill Road)
- 2) Auburn Town Hall (47 Chester Road)
- 3) Auburn Bicentennial Park (Chester Road – across from Town Hall)
- 4) Auburn Public Safety Complex (55 Eaton Hill Road)
- 5) Auburn Fire Station (6 Pingree Hill Road)
- 6) Griffin Free Public Library (22 Hooksett Road)
- 7) Wayne Eddows Memorial Fields (26 Priscilla Lane)
- 8) Circle of Fun Playground (Chester Road & Bunker Hill Road)
- 9) "Welcome to Auburn" Sign (near Exit 2 off Route 101)
- 10) Roadside area between Griffin Dam and Route 121
- 11) Field adjacent to the Auburn Public Safety Complex (Eaton Hill Road)
- 12) Apple Valley Park (Sun Valley Road & Apple Tree Road)

Specifications

Routine Services required include weeding, trimming, pruning, mowing and edging, and the application of pesticides, herbicides and fertilizers as may be necessary. Spreading lime at the Town Hall and the Safety Complex lawns are expected at a minimum.

Spring and Fall Clean up will provide for the removal of leaves, stones, branches and other material not consistent with good lawn care.

All areas will be kept free of fallen limbs, trash, or other materials consistent with the area being maintained.

SCOPE OF WORK AT ALL FACILITIES:

- A. Weekly, inspect landscaped/vegetated areas, weed as necessary, and walkways, sidewalks and barked areas are kept clean and look well-cared for. Trimming during growing season shall occur as needed to ensure the following standards are met:
 - Remove dead, damaged and diseased portions of plants
 - Hand prune trees and shrubs to maintain their natural shape
 - Suckers or shoots from the bases of established trees shall be neatly cut back, not broken off.
 - Trees will be pruned to avoid conflict with vehicular or pedestrian traffic
 - Trees, shrubs and ground cover must be kept off signs, fences, walls, sitting areas, walkways and driveways.
- B. Lawns, bedded areas, fence lines, asphalt and concrete pads shall be kept relatively weed free by hand or use of herbicides approved by the Town of Auburn. NOTE: Contractor shall be responsible for removing weeds or grass in parking areas.
- C. Rake all bedded areas as often as required to ensure a fresh bark appearance. Re-barking of any location will be at the discretion of the Town of Auburn and the Auburn School District, and will be covered under a separate purchase order.
- D. All debris shall be removed from the site.
- E. Fertilize all plants at the Town Hall once during growing season (preferably April). Care is to be taken not to burn the plants.
- F. Prune trees, vines, and shrubbery in the fall, after the typical growing season.
- G. Lawns to be mowed once every seven (7) days during the growing season, weather dependent. Grass shall not be cut closer than 2" nor shall it be longer than 3-inches in height after each cutting (with the exception of the fields at Wayne Eddows). The mower blades shall be kept sharp to prevent shredded grass tips that turn brown.
- H. Trimming around lawn perimeters, sidewalks, benches and bedded areas shall be done with each mowing.
- I. Fertilize Town Hall, Safety Complex and Griffin Public Library properties a minimum of twice a year with a well-balanced, slow release fertilizer as

required to provide vigorous deep rooting and a healthy green appearance year around.

ADDITIONAL SCOPE OF WORK AT WAYNE EDDOWS MEMORIAL FIELDS:

- A. In addition to the above, the ball fields and soccer field at Wayne Eddows need to be kept at an appropriate length (approximately 1 ¾-inches for the infield and 2 ¼" – 2 ½" for the outfield), while avoiding scalping or burning (exact length may be worked out with Little League). This has required twice weekly mowing in the past during the rapid growing season (month of June) as needed.
- B. Once a year, utilize a brush hog to trim back growth that can impede with fences and other areas at the Wayne Eddows Memorial Fields. This effort should be coordinated with the Parks & Recreation Facilities Maintenance Manager (Mike Dobmeier) before work is performed.

CONTRACTOR RESPONSIBILITIES

The Contractor will provide his/her own labor, tools, equipment, fertilizers, pesticides, transportation, etc. The Contractor will dispose of all trimmings and dead growth. Environmentally approved vegetation killers are permissible in all areas to the extent that they do not adversely affect the plants and trees that have been planted.

PROFESSIONAL AND GENERAL LIABILITY INSURANCE

Contractor shall file with the Town of Auburn and the Auburn School District evidence of professional liability and general liability insurance certifying coverage contained therein or, in the alternative, provide documentation of a self-insured program. Such insurance shall provide protection against professional and personal injury liability. The Certificate of Insurance shall identify the insurer and the Contractor, the type and amount of insurance, the location and operations to which the insurance applies, and the effective and expiration dates of the policies of insurance. Further, the contractor shall advise the Town of Auburn and Auburn School District of any changes of insurance company, coverage, limits of liability and notices of cancellation of insurance. Limits of liability shall be not less than: General Liability \$500,000 combined single limit and Worker's Compensation \$100,000 statutory insurance. Such insurance shall be maintained throughout the term of this contract and may not be canceled without providing at least thirty (30) days advance notice of such cancellation to the Town of Auburn and Auburn School District.

INDEMNIFICATION

The Contractor agrees to hold harmless and indemnify the Town of Auburn and Auburn School District against any and all claims, suits, damages, costs, or legal expense as a result of bodily injury or property damage resulting from the negligence of the Contractor.

PRICING

Pricing should be on an hourly rate basis. The Town and School District will consider a lump sum, seasonal basis proposal should the contractor chose to submit such a proposal. This type of proposal must include a proposed payment schedule. Contractors may submit a proposal for all of the properties listed above or individual properties included in the list.

EQUIPMENT

Contractors must provide a list with the make, model and the year of mowing and trimming equipment to be used for this work. All hand tools and power equipment used by the Contractor shall be maintained and operated in a safe condition as provided for by the manufacturer and required by good safety practices, and as specified by federal and state requirements.

PAYMENT

The successful contractor shall submit invoices monthly to the Town of Auburn (P.O. Box 309, Auburn, NH 03032) for the Town properties and to the Auburn School District (11 Eaton Hill Road, Auburn, NH 03032) for the school property.

The Town of Auburn will remit payment within 15 to 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Town of Auburn.

The Auburn School District will remit payment within _____ days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Auburn School District.

CANCELLATION

The Town of Auburn and Auburn School District reserves the right to cancel the contract by giving a 30-day written notice, if the service received should become unsatisfactory.

TERM OF CONTRACT

The term of the contract shall be from May 1, 2017 through December 31, 2017. The terms of the contract awarded may be renewed or extended for 2018 and 2019 based upon mutual written agreement between the Contractor and the Town of Auburn and/or the Auburn School District.

AWARD

The Town of Auburn and Auburn School District reserves the right to award this contract in whole or any part there of. Not all locations may be awarded. Proposals will be received by the Selectmen's Office until 2:00 P.M. on **April 7, 2017.**

The Town and School District reserves the right to reject any and all proposals, or any part thereof; to waive any information in the bidding and to accept the proposal; considered to be in the best interest of the Town.

Questions may be directed to Bill Herman, CPM, Town Administrator, Town of Auburn, P.O. Box 309, Auburn, NH 03032, telephone (603) 852-5052, ext. 111 between the hours of 8:00 A.M. and 4:30 P.M., or to Scott Dube, Director of Maintenance, Auburn School District, 11 Eaton Hill Road, Auburn, NH 03032, telephone (603) 483-2769. If necessary, the questions will be referred to appropriate individuals with responsibility for the specific property in question.

TOWN OF AUBURN AND AUBURN SCHOOL DISTRICT
LAWN CARE & GROUNDS MAINTENANCE PROPOSAL

Name of Contractor / Vendor:

Address:

Telephone: _____

Per Hour Rate for care and maintenance of Town and School District-owned land
and parks for the 2017 season:

Per Mow / Per Clean-up Cost (Attached Sheet):

Lump Sum, Seasonal Cost (Optional):

Properties the Contractor / Vendor IS NOT including in this proposal:

Equipment to be used for this project:

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: March 23, 2017

Re: Update on Financial Items Concerning Rockingham County

Since our last report to the Board on the potential of Rockingham County changing its fiscal year and the financial ramifications there might be on the municipalities in the county, there has been activity in this area the Board should know.

HB 144, the legislation that would move the county in this direction, passed the House on the consent calendar on February 9th. The bill was then assigned to the Senate Public and Municipal Affairs Committee, who scheduled a hearing on the measure for March 15th. Due to the local elections & delays for some communities, the blizzard and other conflicts, the municipal managers & administrators following this effort were not able to attend the committee hearing. While traveling, I submitted written testimony that Barbara Reid of NHMA provided to the Committee requesting a delay in legislative action to enable the County and municipalities to work through the implementation plan. The City of Portsmouth was present and provided testimony opposed to the legislation. Both are attached. The Senate Committee agreed to not act on the bill for at least three weeks and directed Representative Wyler (a main sponsor of HB 144) to work out issues with the municipalities and report back to the Senate Committee within three weeks.

Since then, there have been ongoing conversations with the County Finance Director which I believe have been helpful in getting the County to understand the financial and timing issues of concern to the municipalities.

A representative group of approximately 10 municipal managers, administrators and/or finance directors are scheduled to meet with the Rockingham County Delegation Executive Committee on March 24th on this issue. A meeting between the same municipal managers, administrators and /or finance directors will be held with the Rockingham County Finance Director the following week (March 27 – 31) to hopefully complete the initial discussions that need to take place and arrive at a course of action that will benefit the county and the municipalities.

There is no opposition to the County changing its fiscal year and, frankly, there are solid business reasons for making this change. The issues of concern are how the transition year which requires an 18-month budget will be financed and, moving forward, how and when the municipalities will be billed for the county funds.

Thank you for your consideration.

Attachments

TOWN ADMINISTRATOR WILLIAM HERMAN, CPM
TOWN OF AUBURN
WRITTEN TESTIMONY CONCERNING HB 144
SENATE PUBLIC AND MUNICIPAL AFFAIRS

Due to circumstances which prevent my appearance today, I have requested my written testimony be submitted to the Committee concerning HB 144.

HB 144 seeks to change Rockingham County from a calendar year fiscal year to a July 1st to June 30th fiscal year. Should this action be taken, the County will prepare an 18-month budget for the initial implementation year that is proposed to take effect January 1, 2018.

I do not appear in support or opposition to HB 144. I frankly can see the benefits and the merits for the County to move to a July 1st to June 30th fiscal year. However, as a Town Administrator of a Rockingham County municipality, I have concerns about the potential implementation of such a fiscal year change and the financial impact that it will have on the community I work for and the other municipalities in Rockingham County.

With that said, I do not believe this is an issue for the Legislature to address and I question the need for HB 144 as presented.

Under current state law (RSA 31:94-b), there is already a mechanism in place that *"provides the method for the adoption of an optional fiscal year by a town, city or county"* that does not require any action of the Legislature. Specifically, RSA 31:94-b, IV states such a change *"In counties, by a majority vote of the members of the county convention present and voting."*

As such, it appears to me Rockingham County already has the means and authority to change its fiscal year. Accordingly, seeking the adoption of HB 144 would appear to be unnecessary.

I believe it would also inappropriate for the Legislature to dictate the means by which Rockingham County funds its transition to such a fiscal year change as you will hear suggested in other testimony. Under current statute, the decision for how that is funded is a decision for the town, city or county to make itself. A special exception should not be forced on Rockingham County.

Of greater concern, I believe, to most of the municipalities in Rockingham County is not only how the transition is funded, but also intentions of the County to come back to a future Legislature and seek to amend RSA 29:11 to give the County authority to send semi-annual tax bills to the municipalities of Rockingham County. No other County has that authority and no other County has sought that authority.

Unfortunately, there had been no advance communication on this entire issue from Rockingham County to the municipalities of the County. This idea and effort did not happen overnight to result in a legislative measure that has

passed the House and is now before the Senate. It was not until I formally posed questions to the County Commissioners approximately one month ago that correspondence went out to all municipalities on February 21, 2017 outlining basic plans in this regard.

The communications was a start, but left more questions unanswered than answered. Many of my municipal colleagues were planning to meet at the end of this week to discuss our concerns, and then we hoped to meet with the Finance Director of the County to have full discussions that we hoped would benefit all parties.

As presented, it is my belief that HB 144 is not necessary in order for Rockingham County to change its fiscal year. They already have that authority. I do not believe it is appropriate for the Legislature to usurp the authority of Rockingham County by amending HB 144 to define how it will fund its transition year. And I don't see anything in HB 144 that would enable Rockingham County to change how it deals with its income -- meaning being able to send semi-annual bills to municipalities.

It is for these reasons I would ask the Senate Public and Municipal Affairs Committee to consider recessing this hearing for at least two or three weeks to allow municipalities of Rockingham County and officials of the County to meet and discuss the issues at hand and, hopefully, arrive at a mutual understanding forward that we could report back to this Committee.

Thank you for your consideration.

FINANCE DEPARTMENT



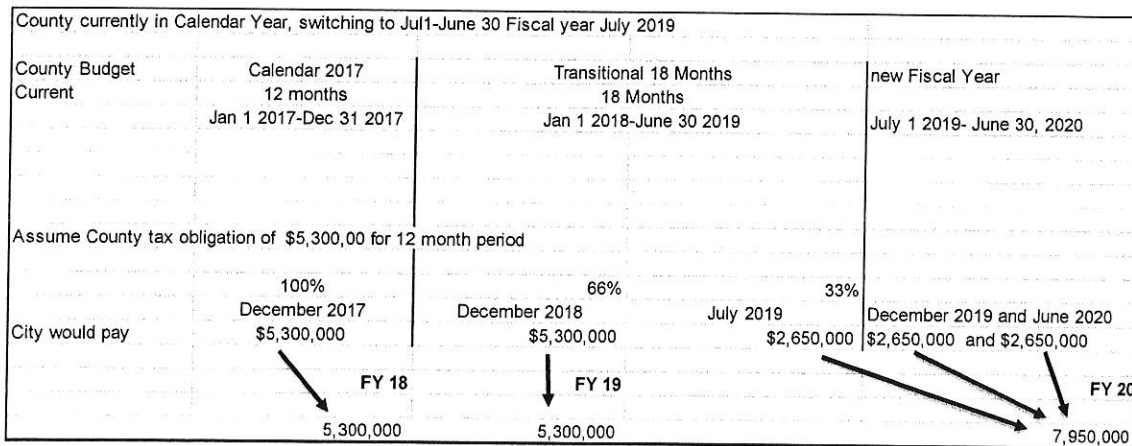
CITY OF PORTSMOUTH WRITTEN TESTIMONY IN OPPOSITION TO HB 144 SENATE PUBLIC AND MUNICIPAL AFFAIRS

My name is Judie Belanger, and I am the Director of Finance & Administration for the City of Portsmouth. The City of Portsmouth is opposed to HB 144 as presented for the reasons set forth below.

HB 144 changes the Rockingham County from a calendar year to a July to June fiscal year. If this bill passes, the County will prepare an eighteen month budget for the implementation year.

The County's Commissioners sent a letter dated February 21, 2017 to all the 37 communities that make up Rockingham County describing their fiscal year implementation plan. The change would become effective January 1, 2018 and the County will prepare a budget for the period of January 1, 2018 to June 30, 2019. The County Convention and the Commissioners are evaluating how municipalities will be billed for County Taxes. The Commissioners are in favor of having two-thirds of the apportionment due December 17, 2018. The remaining one-third would not be due until July 2019. After the transitional period, semi-annual billing would begin, with payments due in December and June.

Using the 2017 projected tax obligation to the communities of \$48,369,198 as a base, the County will need raise an additional \$24 million from the 37 communities for the transition year. This will have a **significant negative financial impact to the communities** in fiscal year 2020. The following is an illustration of the impact to Portsmouth using a constant tax obligation of \$5.3 million each year. Portsmouth will need to send the County an additional \$2.9 million in July 2019 (FY20).



This suggested plan as described by the County will have a substantial financial burden on the all Rockingham County Communities. In discussion with the City's Bond Counsel, Portsmouth has been advised that our community, and all communities in Rockingham County, do not have the authority to borrow on behalf of another entity (the County) changing their fiscal year cycle. This will force all communities to either utilize unassigned fund balance or raise taxes significantly for the one year. For Portsmouth, this will result an approximate 61¢ tax rate increase in FY20.

RSA 31:94 addresses how communities may transition to a July to June fiscal year, specifically financing the 18 month budget. RSA 31:94-d entitled **Debt During Transition Period** allows the **County** to incur debt in an amount not to exceed 1/3 of all taxes assessed for a period of not more than 20 years. The City would support HB 144 if it was amended to require the County to bond for the debt during the transition period due to the change in fiscal year because it would lessen the impact of the tax burden for the City and all the communities in Rockingham County because the payment would be spread over the payback period of the bond. For example; a ten year, \$24 million bond at 3.75% would result in an additional County obligation for Portsmouth of approximately \$320,000 per year or 7¢ on the tax rate. This would be far less burdensome to the taxpayer than a 61cent increase in the tax rate that would become due in FY20.

For the reasons set forth above, the City of Portsmouth urges this Committee to vote Inexpedient to Legislate on HB 144 unless there is an amendment to require the County to bond the debt.

Thank you for your consideration.

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

Bill Herman

From: Bill Herman, CPM, Town Administrator

Date: March 23, 2017

Re: Potential Funding for Engine One Repairs

In follow-up to your discussions at your March 13th meeting with Fire Chief Edward Gannon concerning the condition and repairs needed for Engine One, it is my understanding you are seeking potential sources of funding for the work required.

Chief Gannon had a specific quote of \$18,978.46 from one vendor, but was seeking at least a second proposal. There were no funds budgeted for this specific work. For this initial effort, we are using the \$18,978.46 for the target amount.

The following is a list of potential areas in the FY 2017 budget the Board could look at for funding. The list was developed solely on the basis of where potential funds might be found causing the least overall impact. With this list, we are not suggesting these are excess funds, but funds that the Board might determine could be used for the repair of Engine One if you feel that is a priority item:

01-4130-6-620-1	Town Report	\$		\$	
01-4130-6-660-2	Voter Guide		223.96		223.96
01-4140-6-660-0	Election Expenses				
01-4150-1-120-3	Budget Committee Secretary		500.00	to	1,000.00
01-4191-3-350-1	P/Z Legal Expenditures		1,000.00	to	2,000.00
01-4194-5-560-1	Plant Costs		120.00		120.00
01-4220-5-550-1	FD Building Maintenance		1,000.00	to	2,000.00
01-4220-6-690-1	FD Misc. Grants		1,200.00		1,200.00
01-4442-0-002-1	General Welfare Assistance		500.00	to	1,000.00
01-4520-0-001-2	Recreation Family Events		1,800.00		1,800.00
01-4909-9-930-0	Road Reconstruction		12,634.50	to	9,634.50
	Total		\$ 18,978.46	to	\$18,978.46

We do not have actual numbers yet in the area of Town Report and Election Expenses, but I anticipate these would be in the hundreds of dollars, not thousands of dollars.

Thank you for your consideration.

Report of Critical Engine Failure of Engine One



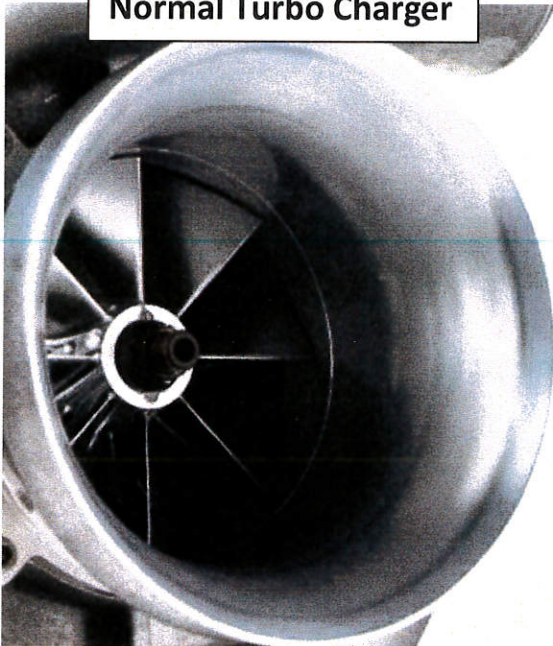
Prepared 03/10/2017

Prepared By Chief Edward Gannon

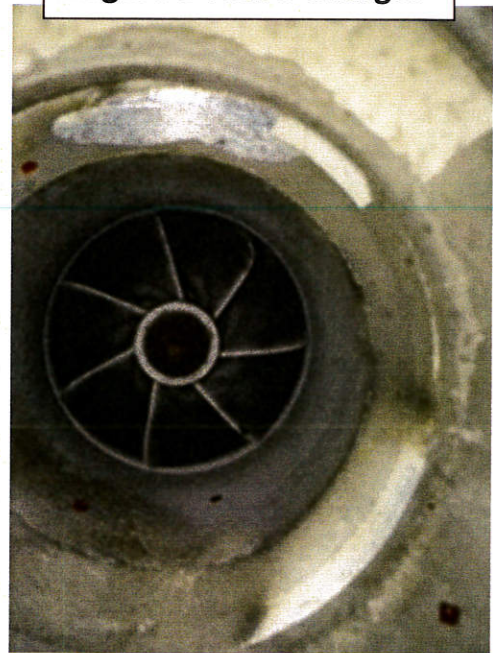
Incident Overview

On 02/18/2017 @ 19:07:03 the Fire Department was dispatched to 193 Old Candia Rd for a vehicle fire with exposures. While responding in Engine 1 the driver advised the company officer that the stop engine light was intermittently coming on. When they arrived on scene the warning light was out. I was notified of the problem and advised the company officer to drive the truck to Station 2 and place it out of service. On Monday 02/20/2017 Rockingham Truck came to station two and placed the truck on the computer and detected two faults. First the crankcase pressure sensor was reading well above normal pressures. Secondly the crankcase filter needed to be replaced. The sensor and filter were replaced and the vehicle was taken for a test drive. During the test drive the stop engine light came back on the truck was returned to the station and we were advised that the problem was more than Rockingham Truck could handle. The truck was moved to Manchester Mack where the initial diagnosis was a ruptured head gasket on two cylinders. After further investigation the mechanic removes the air filter and discovers the engine and turbo charger had been dusted.

Normal Turbo Charger



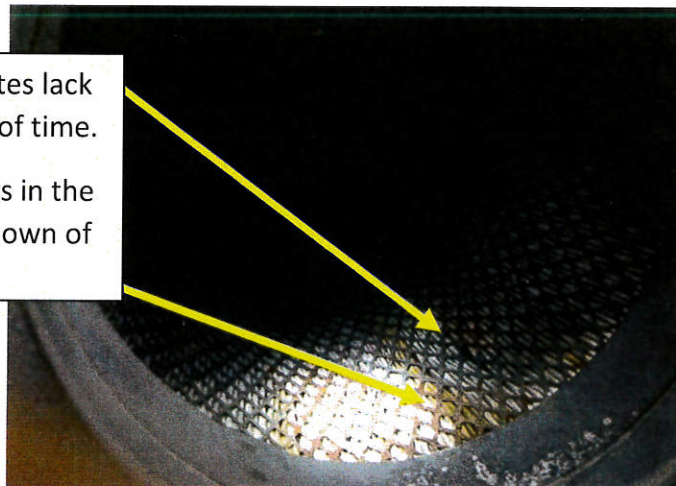
Engine 1 Turbo Charger



I asked for further definition of what the term "engine and turbo charger had been dusted meant". It appeared to the mechanic that air filter had not been inspected or changed since delivery of the vehicle in early 2013 and that the lack of proper preventative maintenance

Inside the air filter, rust indicates lack of PM for an extended period of time.

Here you can also see openings in the air filter, caused by the breakdown of the filter itself.



allowed the air, dirt, salt and other roadway material entering the system to pass through tears in the paper filter and pass into the turbo charger and then deeper into the engine. The end result is the internal components of the engine normally lubricated by oil were now being lubricated by a mix of oil and sand.

Extent of the Damage

I have included a quote from Manchester Mack that explains what repairs need to be made to bring the engine back to service. The price of \$18,978.46 includes all parts and labor for the job.

Plan to avoid similar situations in the future

I have asked Manchester Mack and Rockingham Truck to prepare a price for biannual preventive maintenance programs for all department apparatus. They have been asked to provide blanks copies of check sheets mechanics will use to document in detail what items will be checked and what services will be performed at each inspection. I am sure this will not solve all of our problems.

Attached Items

1. Quote for McDevitt Trucks
2. Engine One department maintenance records
3. Additional pictures supplied by Manchester Mack

NOT POSTED TO FLEET
UPDATED: 03/09/17 04:06 pm EST

McDevitt Trucks Inc. (Mack)

1 Mack Ave Manchester, New Hampshire 03103
Phone: (603) 668-1700 - Fax: (603) 668-7490

ASIST

Case Number: 7943952 - Repair Order Number: 123666

Purchase Order Number: n/a

Service Writer: Department-, 1. Service - Case Date: 02/28/17 11:54 am
EST

McDevitt Trucks
INC.

Auburn Fire Dept,Town Of	Unit #:
Address: PO BOX 309 AUBURN, NH 3032	Asset: 2012 EMERGENCY ONE E-1 FIRETRUCK
Phone:	Serial #: C2007543
Fax:	VIN: 4EN6AHA81C2007543
Cust #: 101873	Engine: CUMMINS ISL 73462636
	Engine Hours: 1727
	Miles: 26,054
	Warranty Start: 3/6/2013
	In Service: 4 Years 0 Month



Item	Operation	Labor	Parts	Core Charge	Total
1	C/S ENGINE SHUT DOWN LIGHT IS ON. CHECK & ADVISE Parts: (1) HOOKUP	\$556.00	\$50.00	\$0.00	\$606.00
2	**ROCKINGHAM TRUCK REPLACED A TRANSMISSION PRESSURE SENSOR AND TRANSMISSION FILTER**	\$0.00	\$0.00	\$0.00	\$0.00
3	CHECK WARRANTY PRIOR TO REPAIR	\$0.00	\$0.00	\$0.00	\$0.00
4	PERFORM INCHASSIS ENGINE REPAIR. CHECK & ADVISE Parts: (1) DISPOSABLE HOUSING UNIT, (1) GASKET,OIL PAN, (1) GASKET,OIL SUC CONNECTION, (1) HEAD,CYLINDER, (1) KIT,ICP TURBOCHARGER, (1) LUBRIPLATE, (1) MISC, (1) PACKAGE. LUBRICATION FILTER, (1) SET,MAIN BEARING (STD), (1) SET,UPPER ENGINE GASKET, (32) LOW EMISSION OIL CJ4, (4) NUT, (4) STUD, (6) BEARING,CON ROD (STD), (6) BEARING,CON ROD (STD), (6) KIT,ENGINE PISTON, (6) KIT,LINER, (6) SEAL,RECTANGULAR RING	\$5,310.00	\$11,437.16	\$1,175.30	\$17,922.46

Dealer: McDevitt Trucks Inc. (Mack) - Fleet: Auburn Fire Dept, Town Of - Unit: n/a - Asset: 2012 EMERGENCY ONE E-1 FIRETRUCK - S/N: C2007543

Notes: [2/28/2017 at 02:08 pm EST] - Unit was checked in at McDevitt Trucks Inc. (Mack), arrival time: unknown. NOTE: 2/28@2:08PM
Repair status set to Checked-in.

Parts:	\$11,487.16
Labor:	\$5,866.00
Core:	\$1,175.30
Haz.	\$0.00
Waste:	
Shop:	\$450.00
Freight:	\$0.00
Tax:	\$0.00
TOTAL:	\$18,978.46

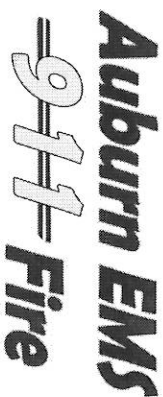
This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED
BY: _____ DATE: __/__/__



Engine One Repairs
All Applicable Records

ENGINE 1

07/01/2013	07/25/2013 08:56:41 Bruce Phillips	Repaired generator solenoid, adjusted ladder sensor	\$0.00
03/27/2014		State Vehicle Inspection	\$0.00
04/30/2014	05/04/2014 07:28:14 Bruce Phillips		\$0.00
		See Attachment	
06/05/2014		Oil Change	\$0.00
06/12/2014		Pump Test	\$0.00
11/05/2014		State Vehicle Inspection	\$40.00
03/25/2015		State Vehicle Inspection	\$40.00
07/03/2015		Pump Test	\$0.00
05/16/2016		Problem/ Rear Brakes do not release/ Removed and replaced both rear brake cans	\$0.00
05/16/2016		Problem/ Air compressor will only build to 110 PSI/ Adjusted to 120 PSI	\$40.00
05/16/2016		Problem/ On Spot Chain wheel stuck/ Removed and replaced broken helmet.	\$0.00
05/16/2016		Problem / Air pressure drops to 0 in less than 5 minutes/ Replace auto drain valve and 1/2" Clevis Assembly	\$0.00
05/16/2016		General truck and systems checked due to lack of documented PM.	\$0.00
06/06/2016		Problem/ There are no records to indicate that the aerial device has been serviced or maintained after the town took delivery of it 3 years ago. Solution 29 point inspection of device that included replacing both hydraulic filters, greasing and adjusting cables and lubing the waterway and master stream device. Fixed leak on left lift cylinder then added 4 gallons of fluid. Fixed intercom system from turntable to tip of ladder. The device is now	\$1,328.00



Engine One Repairs

All Applicable Records

ready for certification

06/06/2016	Problem/ Left rear wheel noisy, Found shoes severely cracked, and return spring broken, Also found right rear axle seal leaking / Replaced broken seal	\$5,112.00
06/07/2016	Problem/ Pump had not been serviced after delivery/ Drained and filled transfer case applied pressure test to all gauges as required. Pump passed vacuum and pressure tests.	\$275.00
06/20/2016	Problem/ Right outrigger down sensor broken. / Replaced the sensor and holding bracket	\$400.00
07/18/2016	Annual test of aerial device also tested all 13 ground ladders of the department	\$1,095.00
09/10/2016	Annual State Inspection	\$75.00
Grand Total		\$8405.85



Helping consumers, but hurting homeowners

I WAS VERY SURPRISED to read the recent call from the consumer advocate of New Hampshire Public Utilities Commission to increase property taxes across the Granite State.

In all fairness to D. Maurice Kreis, he did not specifically use those words, but the end result of his recommendation to the New Hampshire Legislature would result in millions of increased property taxes for local taxpayers.

Under the headline of "Overtaxing Utility Poles Hits NH Consumers," Kreis described his support for HB 324 that would require all municipalities to utilize the valuation established by the New Hampshire Department of Revenue Administration (DRA) for the purposes of a statewide utility tax as the valuation also to be used for local property taxes.

With the campaign slogan "Utilities don't pay property taxes. Util-ity customers pay them," Kreis opines all consumers would be better off by utilities paying a lower property tax bill as they would realize a lower utility bill as a result.

Unfortunately, what Kreis fails to report is the fact that if one class of property owner is given some sort of reduction in property valuation, the burden of the reduced valuation is shifted to the remaining classes of property owners to bear. Which means residential, commercial and industrial properties will be forced to pay the difference shed by the utility properties.

The DRA uses the "unit method" to determine a single value for the entire statewide business of a utility, rather than valuing separately the components

or the properties in individual municipalities. This is done based on information provided by the utilities. Once DRA calculates a utility company's property using the unit method, it allocates the total appraised value among the municipalities solely for the purpose of equalization. Public utility companies are subject to a statewide tax on their properties under RSA 83-F. This is in lieu of their paying the statewide education property tax that other property tax that other

Under RSA 83-F, the DRA is responsible for appraising utility property, solely for the purpose of the utility property tax. It is very clear that it is not DRA's duty, but that of the local municipality, under RSA

Bill Herman

75:1, to "appraise....all...taxable property at its market value," for general property taxation.

The unit method has been found to be an acceptable approach by the New Hampshire Supreme Court. But the court has also held it is not the only acceptable approach and is not required to be used by municipalities, largely due to the different nature of the assessments.

In many recent decisions, superior courts and the Board of Tax and Land Appeals (BTLA) have strongly rejected challenges by Eversource and the New Hampshire Electric Cooperative to their assessments in approximately 70 municipalities. In each case, a detailed opinion was issued in which the

local assessments were found to be more credible than the utilities' or DRA's appraisals.

The BTLA's criticism of the DRA appraisals noted the DRA did no appraisal of the property in any given town and did not even know what property was in each town. The utilities have appealed the BTLA decisions to the New Hampshire Supreme Court, where the case was heard in January.

As presented, quite simply, HB 324 would shift billions of property valuation and increase property taxes on all non-utility properties across the state. In Auburn, in 2016, utility property was determined by DRA to be valued at \$5.7 million. However, the town's assessor valued the utility property at \$7.9 million — a \$2.2 million difference that is currently in the town's net assessed valuation.

Should HB 324 be adopted, the loss of \$2.2 million in assessed valuation, assuming all other factors are equal, would result in a property tax rate increase of seven cents on all Auburn taxpayers.

For a homeowner with property valued at \$300,000, that means an additional \$21 in property taxes. For a \$400,000 property, it would mean an additional \$28.

With Granite State municipalities, school districts and counties funded through the property tax, this is very simply a matter of fairness where property valuations need to be fair and equitable among all classes of property owners. HB 324 as presented and supported by Kreis does not accomplish that.

Bill Herman is the town administrator of Auburn.

Utility taxes

Ratepayers vs. homeowners

Just how much are the poles that carry power lines worth?

In one sense, they are hugely valuable. Without them, electric utilities would not be able to deliver power to homes and businesses.

In another sense, they are virtually worthless. It's not like Eversource could sell off the tiny bits of real estate to a condo developer.

Power companies are liable for local property taxes, but the assessed value of a utility pole varies widely from town to town.

HB 324 would require towns to use the same method for appraising utility property as the state Department of Revenue Administration.

D. Maurice Kreis, consumer advocate for the Public Utilities Commission, argues this approach would provide uniformity, and

prevent some towns from passing along higher costs to electric customers in other towns.

Auburn administrator Bill Herman today (A7) counters that doing so would reduce the property tax base in his town and others by billions of dollars, forcing homeowners to pay higher property taxes.

Both arguments have merit. The money Herman wants for his town has to come from somewhere. Every dollar in utility property taxes is passed on to ratepayers.

The current system allows different state and local assessments on the same poles. Lawmakers should examine how utility property is assessed across the state.

In this case, uniform tax treatment and local control are competing values.

**Town of Auburn
Board of Selectmen
March 13, 2017**

Selectmen Present: James Headd, Richard Eaton & Dale Phillips

Also Present: Jim Tillery, Town Moderator; Kathleen Porter, Assistant Town Moderator (via telephone); Ed Picard, Police Chief; Alan Villeneuve, Resident; Kathryn Lafond, Recording Secretary

Mr. Headd called the public meeting to order at 11:00 a.m.

The purpose of the meeting was to address the potential postponement of tomorrow's Town and School election. Ms. Lafond noted that on Friday the Town Clerk called the Secretary of State's office to ask how to handle the matter and the SOS office referenced NH RSA 40:4 which gives the Town Moderator the authority to postpone the "deliberative session or voting day of the meeting" in the event of inclement weather. Mr. Tillery indicated that he would like to postpone the election until Thursday however the Secretary of State was on the news this morning indicating that the election date is set by law and the elections should be held as scheduled. Mr. Tillery added that it seems that RSA 40:4 applies to town meetings not election of town officers. Mr. Headd stated that he doesn't know why the Moderator wouldn't have authority over the town election date. All present agreed that they were in support of postponing the election. Ms. Lafond noted that Fire Chief Ed Gannon, Road Agent Mike Dross and AVS Principal Lori Collins have also expressed their support. Chief Picard noted that from the public safety perspective people are encouraged to stay off the roads in inclement weather. Chief Picard added that the Secretary of State referenced NH RSA 669:1 which determines the election dates, there seems to be no provisions to deviate from that date. Mr. Tillery stated that the Secretary of State's office is the office that the towns look to for direction when it comes to elections and at this point the Secretary of State has indicated that the elections should go on. Mr. Tillery determined that the election would be held as scheduled however if the Secretary of State's position changes Thursday would be the alternative date. Since Ms. Lafond has access to everyone's contact information, the town website and electronic sign and media outlets she would be available to disseminate information should a postponement occur.

Mr. Headd moved to adjourn; Mr. Eaton seconded the motion; all were in favor, the public meeting ended at 11:14 a.m.

**Town of Auburn
Board of Selectmen
March 13, 2017**

Selectmen Present: James Headd, Richard Eaton & Dale Phillips

Also Present: Ed Gannon, Fire Chief; Paula Marzloff, Mike Dross, Michael Rolfe, Dennis Vieira, Keith LeClair, Alan Villeneuve, Russ Sullivan & Mike DiPietro, Residents; Kathryn Lafond, Recording Secretary

Mr. Headd called the public meeting to order at 7:00 p.m. and led the audience in the Pledge of Allegiance.

Approval of Accounts Payable for Week of March 13th, 2017

Mr. Eaton moved to approve the Accounts Payable Manifest in the amount of \$60,500.63 for the week of March 13th, 2017; Mrs. Phillips seconded the motion; all were in favor, the motion passed unanimously.

Consent Agenda – Week of March 13th, 2017

Notice of Intent to Cut Wood or Timber

Bypass 28 (Tax Map #3, Lot #7)

Hooksett Rd (Tax Map #10, Lot #3)

Chester Rd (Tax Map #19, Lot #1)

Mr. Eaton moved to approve the Consent Agenda as presented; Mrs. Phillips seconded the motion; all were in favor, the motion passed unanimously.

Appointments with the Board

Edward Gannon, Fire Chief – Engine 1 Repair

The Board was provided a handout with information regarding the recent engine failure of Engine One. Chief Gannon explained that on the evening of February 18th, the Fire Department responded to a call, in route the “stop engine” light came on. Upon being notified of this, Chief Gannon directed the truck be taken out of service and brought to

Station 2 so the matter could be addressed. Rockingham Truck was able to come out the following business day, Monday, February 20th and the computer detected two faults, the crankcase pressure sensor was reading above normal pressures and the crankcase filter needed to be replaced. Chief Gannon had the necessary repairs completed however during the test drive the "stop engine" light came back on. At this point, Rockingham Truck advised Chief Gannon that this was more of a problem than they could handle. The truck was moved to Manchester Mack who initially diagnosed the apparatus with a ruptured head gasket on two cylinders, however upon further investigation the mechanic found that the engine and turbocharger have been "dusted" which means that dirt, salt, and other material have passed through the air filter into the turbocharger and into the engine. Where oil lubricates the engine's internal components, the oil is now mixed with sand, salt etc. and this results in a breakdown for the engine. Chief Gannon indicated that from the mechanic at Manchester Mack's assessment and the lack of maintenance documentation stating otherwise it would appear that the air filter on the Engine One apparatus has not ever been changed since the town took ownership of the vehicle in 2013. The Board reviewed pictures supplied by Manchester Mack as well as a quote in the amount of \$18,978.46 to repair the apparatus engine. Mr. Headd asked if the apparatus was still out of commission. Chief Gannon stated yes. Mr. Headd asked if this repair would prevent this from happening again. Chief Gannon stated that this repair would get the apparatus back in service and he has requested quotes from 3 companies for a preventative maintenance plan for all of the town's fire apparatus so that this does not happen again. Mr. Headd asked if the Fire Department has funds in their budget. Chief Gannon indicated that he did budget some money in the budget for apparatus maintenance, a comprehensive program may exceed that budget line but he will make adjustments in other areas to offset the additional preventative maintenance costs. Mr. Eaton commented that things like this should not happen and he supported getting the apparatus on a preventative maintenance program. Mr. Eaton noted that in reviewing the Fire Departments maintenance records he saw that the aerial ladder on Engine One recently needed to be serviced as well. Chief Gannon stated yes, the National Fire Protection Agency (NFPA) requires that aerial devices be certified annually and the ladder on Engine One, again without documentation stating otherwise, had not been inspected or serviced since 2013. Chief Gannon noted that there was also recently an issue with the tanker and he has been working to get all of the apparatus to be NFPA compliant. Mr. Eaton asked if the new Chevy Tahoe has a preventative maintenance plan. Chief Gannon stated that there have been three recall notices for the vehicle that have been addressed by Bentley Chevy and he regularly brings the vehicle to Jiffy lube who conduct 27 point inspections when they do oil changes. Mr. Eaton reiterated that he supports getting all of the fire departments apparatus on preventative maintenance plans and that the Fire Department juggle money in their budget for that. Mr. Eaton asked what the department does when apparatus is out of service since they only have one ladder truck. Chief

Gannon stated that Chester is currently providing mutual aid to Auburn since Engine One is out of service. Mr. Headd indicated that the Fire Department is dealing with some computer issues as well. Chief Gannon confirmed that it was discovered that the department's computer network was not secure which was in violation of HIPAA privacy and security regulations and software licenses had seemingly been pirated. Chief Gannon stated that the town's IT person had assessed the situation and with a member of the fire department who is an IT manager for the Town of Derry have established what needs to be done to remedy the computer issues. Mr. Headd asked what the cost of all this is. Chief Gannon stated \$7,000 in equipment alone, having the fire department member complete the work saves the town a great deal since he is doing it at no charge, the previous member who did the IT work was paid an annual stipend and if the department does not have to use the funds to pay for the unanticipated expenditures Chief Gannon would like to provide a stipend to the current member doing the work. Mr. Headd noted that between the unexpected costs to repair the computers and the fire truck, the total is approximately \$26,000.00. Chief Gannon agreed and informed the Board that he will make adjustments within the fire department budget to fund the computer issues as well as the preventative maintenance plan costs. Chief Gannon did not believe he could for the fire apparatus repair, though. The Board agreed that Engine One needs to be repaired and after tomorrow election the town will have an approved budget and they will be able to brainstorm funding potentials for the cost of the repair.

Other Business

The Annual Town and School Election will be held tomorrow, March 14th at the Auburn Village School. The polls will be open 7:00 a.m. to 7:00 p.m.

Mr. Dross informed the Board that he doesn't agree with the election being held tomorrow with the forecasted weather. Mr. Headd noted that unfortunately, the Board cannot do anything to postpone the election. Mr. Eaton understood that holding the election in inclement weather will present challenges to the road crews but he is confident in the Road Agent and the subcontractors.

A public forum will be held regarding the Auburn Master Plan Update. This will be held Saturday, April 1, 2017, from 9:00 a.m. to 11:00 a.m. at the Auburn Safety Complex.

Minutes

March 6th, 2017 Public Meeting

Mr. Eaton moved to approve the minutes of the March 6th, 2017 public meeting; Mrs. Phillips seconded the motion; all were in favor, the motion passed unanimously.

Mr. Headd moved to adjourn; Mr. Eaton seconded the motion; all were in favor, the public meeting ended at 7:23 p.m.