

**Town of Auburn  
Board of Selectmen  
June 5, 2017  
Town Hall  
7:00 p.m.**

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

Approval of Payroll for Week of May 29<sup>th</sup>, 2017

Approval of Accounts Payable for Week of June 5<sup>th</sup>, 2017

Consent Agenda – as of June 5<sup>th</sup>, 2017

**() Appointments with the Board**

David Allwine, Stantec Consulting – PFA Sampling Adjacent to Landfill Property

**() New Business**

Raffle Permit – Auburn Soccer Club

**() Old Business**

Dartmouth Drive and Nutt Road

Probable Special Election

Waste Oil Collection

Perambulation of Town Line – Hooksett

Update on Rockingham County Fiscal Issue

**() Other Business**

**() Minutes**

- May 22<sup>nd</sup>, 2017 Public Meeting

**() Adjourn**

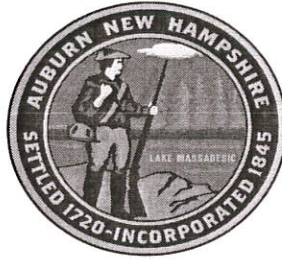
**() Consultation with Legal Counsel**

Pursuant to the provisions of RSA 91-A: 2, I (b) -- Consultation with legal counsel

*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, CPM, Town Administrator

**Date:** May 26, 2017

**Re:** NHDES Requirements for PFAs Sampling Adjacent to Landfill Property

Since your meeting on May 22<sup>nd</sup>, the NH Department of Environmental Services (NHDES) was in telephone contact with Stantec concerning the landfill water samples report and the PFAs found in higher than allowed levels in two of the four monitoring wells on the Town property.

As a result of these tests, NHDES is requiring the Town to pull water samples from individual wells within 500-feet of the monitoring wells where the negative samples were drawn. Stantec has determined there are three well within this radius, including the well for the highway department garage.

NHDES indicated the Town has 14 days from the date of their telephone conversation with Stantec on May 23<sup>rd</sup> to notify the affected property owners (by June 6, 2017) and that sampling be completed within 28 days (by June 20<sup>th</sup>). NHDES is also requesting the two surface water sampling points on the landfill site also be sampled for PFAs due to the relatively close proximity of the closed landfill to Lake Massabesic as the drinking water source for the City of Manchester.

Attached is Stantec's proposal to accomplish the required testing of these items, which is a lump sum amount of \$5,000. I have scheduled David Allwine to meet with the Board at your next meeting on June 5<sup>th</sup> to discuss this process and what the future may bring. With no objection from any Board members, I signed the authorization for this work on May 26<sup>th</sup> to enable Stantec to move forward and keep the Town of Auburn in compliance with what is required.

To maintain the public record on this issue, it would be appropriate for the Board to formally record the following vote:

*Move to approve Stantec Consult Services proposal to conduct sampling of on-site and off-site water supply wells for PFAs and the on-site surface water locations on the Town property to comply with NHDES regulations at a cost of \$5,000, and to further authorize the Town Administrator to execute the agreement for this purpose.*

Thank you for your consideration.

Attachment



**Stantec Consulting Services Inc.**  
5 Dartmouth Drive, Suite 101, Auburn NH 03032  
Tel: (603) 669-8672, Fax: (603) 669-7636

May 24, 2017  
File: 191710504

**Attention: Mr. William Herman, Town Administrator**

Town of Auburn  
47 Chester Road  
Auburn, NH 03032

**Reference: Work Scope and Cost Proposal for PFAS Sampling  
Auburn Town Landfill, Chester Turnpike, Auburn, NH  
NHDES Site #199002015, Project #1521**

Dear Mr. Herman,

Stantec Consulting Services Inc. (Stantec) is pleased to provide the Town of Auburn with this proposal to conduct sampling of on-site and off-site supply wells for per- and polyfluoroalkyl substances (PFAS). As a result of the groundwater sampling conducted at the Auburn Landfill in April 2017 as part of the annual sampling required by Groundwater Management Permit (GMP) #GWP-199002015-A-003, two PFAS were detected in monitoring wells at the landfill site: perfluorooctanoic acid (or PFOA) and perfluorooctanesulfonate (or PFOS). Of the four wells tested (MW-1 to MW-4), all contained PFOA at concentrations above laboratory reporting limits (4-56 nanograms per liter (ng/l or parts per trillion [ppt])). However, no PFOA concentrations exceeded its Ambient Groundwater Quality Standard (AGQS) of 70 ng/l. Wells MW-2, MW-3, and MW-4 also contained PFOS at concentrations above laboratory reporting limits (8-78 ng/l), with the MW-3 concentration of 78 ng/l exceeding its AGQS of 70 ng/l. The AGQS for PFOS and PFOA (combined) of 70 ng/l was exceeded in the MW-3 and MW-4 samples (134 ng/l and 87 ng/l, respectively). Based on these results, Peter Beblowski of the New Hampshire Department of Environmental Services (NHDES) verbally requested on May 23, 2017 that additional sampling of select area supply wells and the on-site surface water locations be conducted for PFAS to evaluate potential impacts to these receptors.

## **PROPOSED SCOPE OF WORK**

### **Water Quality Monitoring**

Based on Stantec's conversation with Mr. Beblowski, within 14 days Stantec will contact the homeowners listed below who have supply wells in and around the Auburn Landfill to inform them of the recent sampling results from the landfill, to request their consent for sampling their wells for PFAS, and to obtain any construction data available for the wells. Stantec will also attempt to obtain well construction data from the NHDES OneStop Data Mapper database. In addition to the three properties listed in the table below, NHDES also requested that surface water sampling locations SW-1 and SW-2 at the landfill be sampled for PFAS due to the Auburn Landfill's location in



May 24, 2017

Mr. William Herman, Town Administrator

Page 2 of 5

**Reference: Work Scope and Cost Proposal for PFAS Sampling  
Auburn Town Landfill, Chester Turnpike, Auburn, NH  
NHDES Site #199002015, Project #1521**

relatively close proximity to Lake Massabesic, a drinking water source for the City of Manchester. The location of the surface water sampling locations and the properties to be sampled are shown on attached Figures 1 and 2, respectively.

Owner	Address	Lot Number	Comments
Town of Auburn	273 Chester Turnpike	000011 000019 000001	Well at Town DPW building at landfill
Jean Carol Markt & Michael A. Kimball	518 Raymond Road	000011 000014 000000	Property located south-west diagonally across intersection from landfill
Scott F. and Deborah R. Richards (Trustees)	335 Chester Turnpike	000011 000011 000001	Property south of landfill across Raymond Road

Once approval is obtained from the owners, well samples will be collected from an exterior spigot or, if a spigot is not available, an interior faucet. Prior to collecting a water sample, the water piping will be purged by running the faucet or spigot for a minimum of ten (10) minutes. The sample will then be collected in laboratory supplied containers, field preserved, and will be transported to a New Hampshire certified laboratory for analysis of PFAS by EPA Method 537 Rev 1.1. The surface water samples will be collected as grab samples and analyzed for EPA Method 539 by isotope dilution. A field blank will also be collected and analyzed by EPA Method 537 Rev 1.1 for quality assurance/quality control (QA/QC). Sample collection will be in accordance with the NHDES Standard Operating Procedure (SOP) #HWRB-21. The PFAS isomers to be tested will include the list of nine compounds recommended by the NHDES as the minimum analytes at PFAS investigations.<sup>1</sup>

The results of the analysis will be included in a data submittal which will include a description of the work performed, summaries of the collected data, and copies of the laboratory reports. The information will be provided to the Town and to the NHDES via upload to the OneStop website. Copies of the laboratory results will also be provided to the off-site supply well owners.

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<sup>1</sup> List of PFCs to be tested include perfluorononanoic acid (PFNA), perfluorooctanoic acid (PFOA), perfluoroheptanoic acid (PFHPA), perfluorohexanoic acid (PFHXA), perfluoropentanoic acid (PFPEA), perfluorobutanoic acid (PFBA), perfluorooctanesulfonic acid (PFOS), perfluorohexanesulfonic acid (PFHXS), and perfluorobutanesulfonic acid (PFBS).



May 24, 2017  
Mr. William Herman, Town Administrator  
Page 3 of 5

**Reference: Work Scope and Cost Proposal for PFAS Sampling  
Auburn Town Landfill, Chester Turnpike, Auburn, NH  
NHDES Site #199002015, Project #1521**

## **COST**

Stantec will complete the proposed scope of work for the lump sum fee provided in the following table.

<b>Task</b>	<b>Cost</b>
PFAS Sampling and Data Submittal	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

## **SCHEDULE**

Notification of the well owners will be completed within 14 days of our discussion with NHDES (by June 6, 2017) assuming prompt approval of this proposal by the Town. Sampling will be completed within 28 days of the date of our discussion with NHDES (by June 20, 2017). Turnaround time for the laboratory results will be 15 business days following submittal of samples to the laboratory. The data submittal will be completed within 45 days of receipt of the laboratory report. Should any supply well contain PFAS at concentrations above AGQS, the NHDES and the well owner will be notified within 5 business days.

## **PROJECT MANAGEMENT**

David A. Allwine, a New Hampshire Professional Geologist, will serve as the Stantec project manager for this work. Ms. Leigh-Anne Sapienza will also be available to assist you should Mr. Allwine not be available.

## **ACCEPTANCE AND TERMS AND CONDITIONS**

If this proposal is acceptable, please provide your authorization to begin work by signing below in the space provided and returning it to our attention via fax at fax number (603) 669-7636 or by email to david.allwine@stantec.com. This work will be conducted in accordance with the attached Stantec Terms and Conditions, which are incorporated herein by reference.



May 24, 2017

Mr. William Herman, Town Administrator

Page 4 of 5

**Reference: Work Scope and Cost Proposal for PFAS Sampling  
Auburn Town Landfill, Chester Turnpike, Auburn, NH  
NHDES Site #199002015, Project #1521**

We appreciate the opportunity to assist you with this project. If you have any questions, please don't hesitate to contact the undersigned.

Regards,

**STANTEC CONSULTING SERVICES INC.**

David A. Allwine, PG

Senior Associate

Phone: (603) 206-7553

Cell: (603) 206-6135

[Dave.Allwine@stantec.com](mailto:Dave.Allwine@stantec.com)

DAA:daa

Attachments: Figures 1 and 2  
Stantec Terms and Conditions

c. File



May 24, 2017

Mr. William Herman, Town Administrator

Page 5 of 5

**Reference: Work Scope and Cost Proposal for PFAS Sampling  
Auburn Town Landfill, Chester Turnpike, Auburn, NH  
NHDES Site #199002015, Project #1521**

## **ACCEPTANCE**

I accept the Price, Scope, Schedule, and Terms and Conditions of this proposal.

**Town of Auburn, NH**

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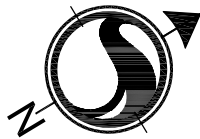
Signature

---

Printed Name/Title

---

Date



CHESTER TURNPIKE

RAYMOND ROAD

SW-1

SW-2

MW-4

MW-3

MW-2

MW-1

DPW GARAGE

APPROXIMATE LIMIT OF WASTE

APPROXIMATE LIMIT OF WASTE  
EDGE OF WETLAND

**NOTE:**  
**SCALE REDUCTION**  
THESE REDUCED PLANS MAY NOT  
BE EXACTLY TO SCALE. ALL  
INDICATED SCALES ARE REDUCED  
TO APPROXIMATELY HALF SIZE.



Stantec Consulting Services Inc.  
5 LAN Drive, Suite 300  
Westford MA U.S.A.  
01886  
Tel. 978.692.1913  
Fax. 978.692.4578  
www.stantec.com

Copyright Reserved

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.  
The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

Consultants

Legend



MW-1

Monitoring well location



SW-2

Surface Water Sample location



Woods

Notes


Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: AUBURN LF 1-29-14.dwg	JJW		AUG 11
	Dwn.	Chkd.	Dgn.

Permit-Seal

Client/Project

TOWN OF AUBURN, NH

LANDFILL CLOSURE MONITORING

AUBURN, NEW HAMPSHIRE

Title

SITE PLAN

Project No.  
191710504

Scale  
1"=60'

Drawing No.

Sheet

Revision

1

1 of 1

0



# Auburn Landfill

Figure 2  
PFAS Supply Well Sampling Locations





The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**LIMITATION OF LIABILITY:** The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ASSIGNMENT:** The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.



# TOWN OF AUBURN

May 30, 2017

## RAFFLE PERMIT


Issued to: Auburn Soccer Club  
C/o W. Patrick Kelly, Jr.  
5 Westford Drive  
Auburn, NH 03032

Raffle Authorized: Tickets for Raffle of Multiple Prizes  
Prizes: Four Themed Baskets; Red Sox Tickets, preseason Patriots tickets, \$150 voucher for New England Revolution tickets, three \$50 Dicks Sporting Goods gift cards and one free week of Summer Camp with Soccer Sphere at SNHU (\$235 value)  
Ticket Price: \$1.00 each or \$10 for 15 tickets  
Sales Allowed: June 2, 2017  
Drawing Date: June 2, 2017

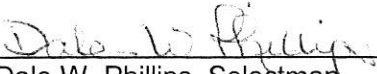
Raffle Authorized: 50-50 Raffle  
Prize: Half of Money from Tickets Sales  
Ticket Price: \$1.00 each or \$5 for 8 tickets  
Sales Allowed: June 2, 2017  
Drawing Date: June 2, 2017

Expiration: June 3, 2017

This permit is issued pursuant to the provisions of RSA 287-A. The Charitable Organization is responsible to ensure there are printed tickets that are distributed in compliance with the provisions of RSA 287-A.

  
James F. Headd, Chairman

  
Richard W. Eaton, Selectman

  
Dale W. Phillips, Selectman

AUBURN BOARD OF SELECTMEN

## Bill Herman

---

**From:** CHRIS & LISA ROLFE <c.rolfe1@comcast.net>  
**Sent:** Friday, May 26, 2017 11:08 AM  
**To:** Bill Herman; Patrick Kelly  
**Subject:** RE: Auburn Soccer Club raffle

Bill,  
Thank you for your help.  
The raffle ticket prices will be \$1 for 1 ticket or \$10 for 15 tickets  
We will also have a 50/50 raffle, which will be \$1 for 1 ticket, or \$5 for 8

Raffle tickets will only be sold at the event and not prior to June 2.

We have 4 themed baskets that have various items donated by the players within the soccer club.

We also have:  
2 Red Sox tickets  
4 preseason Patriots tickets  
\$150 voucher for 4 New England Revolution tickets  
3- \$50 Dicks Sporting Goods gift cards  
1 free week of Summer Camp with Soccer Sphere at SNHU (\$235 value).

Please let me know if you need more information.  
Thank you again for your help,  
Lisa

On May 26, 2017 at 9:51 AM Bill Herman <townadmin@townofauburnnh.com> wrote:

Pat –

Information we are going to need for the permit:

What are the ticket prices? (i.e. -- \$1 each or six for \$5)

What are the prizes? (if there are more than say five or six prizes, I would suggest we specifically list one or two larger items and the “other multiple items donated for fundraising purposes”)

Are tickets only going to be sold at the BBQ Event, or are you selling tickets between now and June 2<sup>nd</sup>?

I am sure I can secure the BOS signatures for a permit on Tuesday (May 30<sup>th</sup>), but they will have to formally approve it after the fact at their next meeting which is not until June 5<sup>th</sup>.

Bill

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



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

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**From:** Patrick Kelly [mailto:pat@kellyemail.net]  
**Sent:** Friday, May 26, 2017 9:41 AM  
**To:** Bill Herman <townadmin@townofauburnnh.com>  
**Cc:** Lisa Rolfe <c.rolfe1@comcast.net>  
**Subject:** Auburn Soccer Club raffle

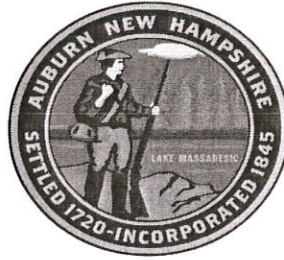
Hi Bill, the Auburn Soccer Club is having a BBQ at the Pitts on Friday June 2<sup>nd</sup>, and we plan to raffle off some prizes that were donated for fundraising purposes. I just remembered that there is a permit for raffles to be approved by the selectman. Can you expedite this through for us? ASC is a registered 501c3 charitable organization. Our registration letter is attached. If you have any questions, please contact me or Lisa Rolfe.

Thanks,

Pat Kelly  
603-289-4041

## Town of Auburn

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



## Town Administrator

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

**To:** Board of Selectmen

**From:** Bill Herman, CPM, Town Administrator

**Date:** May 31, 2017

**Re:** Special Election for State Representative

Since we reported to the Board at your May 22<sup>nd</sup> meeting of the probability of a Special Election to fill the vacancy in the position of State Representative for Rockingham District #4 (Auburn, Chester and Sandown), we can verify the Town of Sandown has filed a request with the Governor and Executive Council for such an election.

Attached is a copy of the letter the Town of Sandown has submitted to the Governor and Council, in addition to further information provided by the Secretary of State's Office.

Assuming the request appears on the agenda for the June 7<sup>th</sup> meeting of the Governor and Council, then it appears our original date estimates of August 8<sup>th</sup> for a primary election and September 26<sup>th</sup> for the special election were accurate.

The filing period for candidates would be June 12<sup>th</sup> through 16<sup>th</sup>. By the close of business on June 16<sup>th</sup>, we should know whether a Primary Election is needed or not. As of this writing, I am lead to believe there is a Republican from Sandown who has said he will run, and I believe a second from Auburn may be considering the possibility. I am aware that there is also interest in having at least a Democrat file for the office as well.

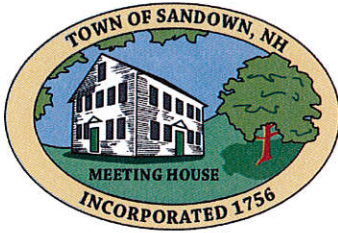
Knowing an election (or two) will be held, we will need to identify funds to cover the Town's expense for such an election as only the March election was anticipated in the budget. The expenses will likely be approximately \$4,000 per election, and we have some time to work on that item.

There is no action required by the Auburn Board at this time. We will keep you informed as things progress on this topic.

Thank you for your consideration.

Attachments





Jonathan M. Goldman, Chairman  
Thomas Tombarello, Vice Chairman  
Stephen Brown  
Bruce Z. Cleveland

## TOWN OF SANDOWN, NH

Office of Selectmen  
320 Main Street/P.O. Box 1756  
Sandown, NH 03873  
Phone # 603-887-3646  
Fax# 603-887-5163

May 23, 2017

The Honorable Christopher Sununu  
Governor of New Hampshire  
New Hampshire Executive Council  
State House  
107 North Main Street  
Concord, NH 03301

Dear Governor and Members of the Executive Council,

The Sandown Board of Selectmen, at their regularly scheduled meeting on Monday, May 22, 2017, agreed to petition your office for permission to hold a special election to fill the open State Representative seat for District Four in Rockingham County. This seat is available due to the unfortunate passing of State Representative William Polewarczyk.

We thank you for considering our request to fill that vacant seat and please contact our office should you require any additional information.

Sincerely,  
Sandown Board of Selectmen

---

Jonathan M. Goldman, Chairman

Stephen Brown

Thomas Tombarello, Vice Chairman

Bruce Z. Cleveland

cc: Auburn Board of Selectmen  
Chester Board of Selectmen



**From:** Karen Ladd [<mailto:Karen.Ladd@SOS.NH.GOV>]  
**Sent:** Tuesday, May 23, 2017 2:16 PM  
**To:** TownOfSandown  
**Subject:** special election dates

Hi Paula:

I worked out the dates for the special election on the assumption that the G&C will approve the request on June 7<sup>th</sup>:

- June 7, 2017 – G&C approval
- June 12 – 16, 2017 - filing period
- August 8, 2017 – primary
- September 26, 2017 – special election

As I mentioned on the phone, candidates can file in the town they are domiciled in on the first 2 days of the filing period only, or they can file with us here in Concord any day of the filing period. And, if only one person from each party files, there will not be a primary and the special election will be moved up to August 8<sup>th</sup>.

Let me know if you have any other questions!

Karen

Rockingham District No. 4 (Auburn, Chester, Sandown)

## 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: June 2, 2017

Re: Update on Financial Items Concerning Rockingham County

Since our last update to the Board on the potential of Rockingham County changing its fiscal year and the financial ramifications that could cause the municipalities in the county, the Legislative process is almost complete and the County Commissioners are beginning to focus on the implementation of a change in the county fiscal year.

HB 303 has been approved by both the House of Representatives and the State Senate as of May 18<sup>th</sup>, and at this point is awaiting the signature of the Governor to become law.

The legislation, which will formally amend RSA 24:13-b & c, establishes Rockingham County as only the second county in New Hampshire to move to a fiscal year budget and establishes the transition to that fiscal year budget as January 1, 2018 through June 30, 2019.

As a result, it is the Town's FY 2018 year that could be impacted by the 18-month budget required to make this transition for the County.

At this point, all indications are the County Commissioners and Legislative Delegation will take steps along the lines of what the municipalities have been encouraging to minimize the actual financial impact by utilizing a portion of the County's undesignated fund balance for this purpose, in addition to doing a borrowing for a small portion of the balance as the means to lessen the impact.

The County Commissioners have invited municipal officials to a meeting on June 28<sup>th</sup> to discuss this transition. This conflicts with a planned meeting here in Auburn that evening, but municipal interests will be well represented at this meeting by a coalition of about 10 Rockingham County communities that have already been focused on this transition. I have also asked a municipal financial advisor from NH Municipal Association to attend as well on behalf of the Rockingham County communities.

Thank you for your consideration.

Attachments

HB 303-LOCAL - VERSION ADOPTED BY BOTH BODIES

9Mar2017... 0291h  
04/20/2017 1393s

2017 SESSION

17-0327  
03/08

HOUSE BILL            **303-LOCAL**

AN ACT                relative to filling vacancies in the office of county commissioner and relative to procedures for adoption of the budget for Rockingham County.

SPONSORS:           Rep. Gagne, Hills. 13; Rep. LeBrun, Hills. 32; Rep. J. Belanger, Hills. 27; Rep. Shaw, Hills. 16; Rep. P. Long, Hills. 10; Rep. Hinch, Hills. 21; Rep. Jack, Hills. 36

COMMITTEE:          Municipal and County Government

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AMENDED ANALYSIS

This bill requires that a vacancy in the office of a county commissioner in Hillsborough county be filled by a majority vote of the county convention members representing the cities and towns in the commissioner's district.

This bill also changes the procedures for meetings, votes, transfers and reports related to the annual adoption of the county budget for Rockingham county to be the same as those used in Hillsborough county.

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

HB 303-LOCAL - VERSION ADOPTED BY BOTH BODIES

9Mar2017... 0291h  
04/20/2017 1393s

17-0327  
03/08

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Seventeen*

AN ACT                    relative to filling vacancies in the office of county commissioner and relative to  
procedures for adoption of the budget for Rockingham County.

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

1            1 Vacancies; County Commissioner. Amend RSA 661:9, II(a) to read as follows:

2            II.(a) If a vacancy occurs in the office of a county commissioner, the members of the county  
3 convention, **or, if the vacancy occurs in Hillsborough county, the members of the county**  
4 **convention representing the cities and towns in the commissioner's district**, shall fill the  
5 vacancy by majority vote until the next biennial election of county officers. If the term filled is less  
6 than the unexpired term, then notwithstanding any provisions of RSA 653:1, VI, the commissioner  
7 district filled pursuant to this paragraph shall be added to the next biennial election ballot to be  
8 chosen by the voters of the county for a 2-year term.

9            2 Rockingham County; Budget. Amend the section heading and introductory paragraph of RSA  
10 24:13-c to read as follows:

11            24:13-c Hillsborough County **and Rockingham County**. Notwithstanding any other law to  
12 the contrary the following procedures shall apply in Hillsborough county **and Rockingham**  
13 **county**:

14            3 Rockingham County Removed. Amend RSA 24:21-b to read as follows:

15            24:21-b [~~Rockingham and~~] Strafford [~~Counties~~] **County**. Notwithstanding any other law to the  
16 contrary regarding the date for submitting budget estimates, the following procedures shall apply in  
17 [~~Rockingham and~~] Strafford [~~counties~~] **county**:

18            I.~~[(a)]~~ The county commissioners shall, annually prior to January 15, deliver or mail to each  
19 member of the county convention who will be in office on the date that appropriations are voted,  
20 and to the chairperson of the board of selectmen in each town, and the mayor of each city within the  
21 county, and to the secretary of state, their itemized recommendations of the sums necessary to be  
22 raised for the county in the following fiscal year. Such recommendations shall state in detail the  
23 objects for which the money is required, together with a statement of actual expenditures and  
24 income for at least 9 months of the preceding calendar year. All moneys to be appropriated by the  
25 county must be stipulated in the budget on a "gross" basis, showing revenues from all sources,  
26 including grants, gifts, bequests and bond issues, as offsetting revenues to appropriations affected.

27            ~~[(b)] In Rockingham county only, the county commissioners shall, in addition to the~~  
28 ~~information required in subparagraph (a), annually prior to January 15 deliver or mail to each~~  
29 ~~member of the county convention who will be in office on the date that appropriations are voted,~~  
30 ~~their estimate of capital expenditures which they are requesting to be expended in the following~~

**HB 303-LOCAL - VERSION ADOPTED BY BOTH BODIES**

**- Page 2 -**

1 ~~fiscal year, when the total project amount is in excess of \$ 50,000. The capital expenditure request~~  
2 ~~shall list estimates of the costs of land, construction, furnishings, and equipment. The request shall~~  
3 ~~also include the square footage, estimates of annual operating and maintenance costs, program~~  
4 ~~descriptions, the number of people involved, and the estimated amount of time needed to complete~~  
5 ~~each project.]~~

6 II. The county convention shall not vote any appropriations for the following budget period  
7 until 28 days after the mailing of the recommendations required in paragraph I. Appropriations for  
8 the first year of each biennium may not be voted until after the first meeting of the county  
9 convention under RSA 24:9-a.

10 4 Application; Transition. Beginning January 1, 2018 and ending June 30, 2019, Rockingham  
11 county shall adopt an 18-month budget to transition to the budget procedures in RSA 24:13-c as  
12 amended in section 2 of this act. The commissioners and county convention for Rockingham county  
13 are authorized to adjust the dates and periods in RSA 24:13-c as amended by this act as necessary  
14 in order to provide for a successful 18-month transition of its fiscal year.

15 5 Effective Date.

16 I. Section 2 of this act shall take effect January 1, 2018.

17 II. Section 3 of this act shall take effect January 31, 2018.

18 III. The remainder of this act shall take effect 60 days after its passage.

## Bill Herman

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**From:** Laura Collins <lcollins@co.rockingham.nh.us>  
**Sent:** Thursday, June 01, 2017 10:31 AM  
**To:** 'admin@kingstonnh.org'; 'adminassist@townofauburnnh.com';  
'administrator@townofepping.com'; ahansen@townofcandia.org;  
'BOS@townofdeerfieldnh.com'; boydchivers@gmail.com; 'chesterbos@gsinet.net';  
'churteau@eastkingstonnh.gov'; 'chutchins@newfieldsnh.gov'; 'csterndale@nottingham-nh.gov'; 'cwheeler@raymondnh.gov'; dcaron@derrynh.org;  
'dsullivan@windhamnewhampshire.com'; 'FremontTA@comcast.net';  
'fwelch@town.hampton.nh.us'; 'info@southhamptonnh.org';  
'jgunter@town.northwood.nh.us'; 'jpbohenko@cityofportsmouth.com';  
'kanderson@greenland-nh.com'; 'kensington@kensingtontown.com';  
'ksmith@londonderrynh.org'; 'lblaisdell@sandown.us'; Leon Goodwin - Salem Town Manager; 'mmagnant@town.rye.nh.us'; 'mroy@townofnewingtonnh.com';  
'ncppcullen@comcast.net'; Nicole McGee; 'nwigley@newtonnh.net';  
'papple@northhampton-nh.gov'; 'pdeschaine@strathamnh.gov'; 'rdean@exeternh.gov';  
'Sally.theriault@comcast.net'; 'selectadmin@townofdanville.org';  
'selectmen@brentwoodnh.gov'; 'sfitzgerald@plaistow.com';  
'sfournier@newmarketnh.gov'; 'townadmin@atkinson-nh.gov';  
'townadmin@townofauburnnh.com'; 'townadministrator@hamptonfalls.org';  
'wchase@newmarketnh.gov'; 'wmanzi@seabrooknh.org'  
**Cc:** Commissioners; Alison Kivikoski; Cathy Stacey; Charles Nickerson; Jude Gates; Michael Hureau; Patricia Conway; Edward Buck; Steve Church; Steven Woods; Treasurer Edward (Sandy) Buck; Delegation  
**Subject:** Meeting invitation from the Rockingham County Board of Commissioners

Good morning:

The Rockingham County Board of Commissioners would like to invite the towns/city administrators, finance directors, and selectmen/councilmen to a meeting at the county complex on **Wednesday, June 28<sup>th</sup> at 5:00pm**, to discuss the upcoming county fiscal year changes and the recent dispatch channel changes. The meeting will be held in the Hilton Auditorium of the nursing home, located at 117 North Road, Brentwood.

Please let me know at your earliest convenience if you or another representative will be attending so that I can provide a headcount for the room setup and light refreshments.

Please forward this to affected parties that may not already be on my distribution list. If you would like a contact person added to the distribution list for future email notices from the Commissioners, please let me know that as well.

Thank you,

**Laura Collins**

Senior Executive Assistant  
Rockingham County Commissioners Office  
119 North Road  
Brentwood, NH 03833

P: 603-679-9350

F: 603-679-9354