

**Town of Auburn
Board of Selectmen
February 4, 2019
Town Hall**

7:00 p.m.

() Call to Order – Pledge of Allegiance

Approval of Payroll Manifest for the Week of January 21, 2019 -- \$46,525.67
Approval of Accounts Payable for the Week of January 28, 2019 -- \$175,374.56
Approval of Payroll Manifest for the Week of February 4, 2019
Approval of Consent Agenda – Week of February 4, 2019

() Appointments with the Board

() New Business

BI/CEO Mutual Aid Agreement with Town of Chester
'Shred Day' Event – Saturday, May 11th
Matthew Connors Letter – Active Shooter Event of January 23rd
Review of Deliberative Session of Town Meeting

() Old Business

2019 Paving Prices
Transportation Alternatives Program Application Notice
Inventory of Surplus Equipment – Auburn Fire Department

() Other Business

() Next Meetings

Monday, February 25, 2019
Monday, March 11, 2019
Monday, March 25, 2019

() Minutes

- January 21, 2019 Public and Non-Public Meeting

() Non-Public Session – RSA 91-A: 3, II (a) and (c)

Consideration of compensation of any public employee and reputation of someone other than a member of the board.

() Adjourn

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

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: February 4, 2019

Re: Consent Agenda – Week of February 4, 2019

Tax Collector's Warrant / Yield Tax:

- ❖ Raymond Road (Tax Map #10, Lot #3) – \$12,770.15

Tax Collector's Warrant / Land Use Change Tax:

- ❖ 110 Haven Drive (Tax Map #5, Lot #29 – 7) - \$12,500
- ❖ 480 Bunker Hill Road (Tax Map #8, Lot #55 – 3) - \$13,500

Tax Collector's Warrant / Supplemental Property Tax:

- ❖ AT&T and Sprint Conduit Along Rail Trail – \$76,520

Application for Property Tax Credit / Veteran's Credit:

- ❖ 5 Cohas Avenue (Tax Map #5, Lot #11)
- ❖ 66 Nolls Farm Road (Tax Map #8, Lot #8 – 6)
- ❖ 415 Wilsons Crossing Road (Tax Map #2, Lot #4 – 6)
- ❖ 29 Mountain Road (Tax Map #9, Lot #4)
- ❖ 564 Manchester Road (Tax Map #22, Lot #19)

Application for Property Tax Credit / Veteran Service Connected Total and Permanent Disability Credit:

- ❖ 29 Mountain Road (Tax Map #9, Lot #4)

Abatement Application / Refund Requests:

- ❖ 14 Rockwood Terrace (Tax Map #4, Lot #24 - 4) – Approved - \$3,000
- ❖ 228 Eaton Hill Road (Tax Map #8, Lot #14 - 1) – Approved - \$15,000
- ❖ 57 Pingree Hill Road (Tax Map #5, Lot #18) – Approved - \$500

Representation for PSNH/Eversource Tax Appeals:

- ❖ Donahue, Tucker & Ciandella, PLLC

Corrected Notice of Lot Restoration:

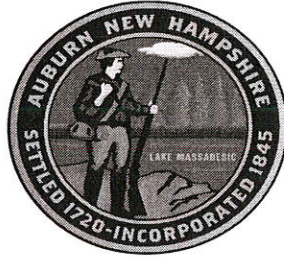
- ❖ 11 Pinetree Road (Tax Map #17, Lot #3) to its premerger status of two lots previously known as Tax Map #17, Lot #3 and Tax Map #17, Lot #4

Pistol / Revolver License:

- ❖ One (1) Pistol / Revolver License

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 29, 2019

Re: Renewal of Mutual Aid Agreement with Town of Chester – Building Inspection and Code Enforcement Services

In recent weeks, we realized the Mutual Aid Agreement between the Towns of Auburn and Chester in the area of building inspection and code enforcement services was due for renewal.

In simple terms, the agreement allows the Building Inspector / Code Enforcement Officer from either community to serve as may be needed in the neighboring community. Generally speaking, the agreement is used to enable the building inspector of both towns to cover for each other during periods of vacation, illness or other reason that an inspector may be absent from their position for a period not to exceed 30 days.

This has been the first agreement of its kind in the State of New Hampshire, with the original agreement in place from May 20, 2013 through May 19, 2015. The current agreement has been in place from November 1, 2016 through October 31, 2018.

Carrie Rouleau-Cote believes the agreement has worked well for both communities, and she would like to have it renewed. I prepared the renewal document and shared it with the Town of Chester. The Chester Board of Selectmen approved the renewal at their meeting on January 28th.

The original agreement was prepared by Town Counsel, who also served as counsel to the Town of Chester. As a Mutual Aid Agreement as outlined in RSA 53-A, it had been reviewed and approved by the Attorney General's Office as being in compliance with state statutes.

Assuming the Board is in agreement with renewing this Mutual Aid Agreement, the following motion would be appropriate:

Move to approve the proposed "Mutual Aid and Assistance Agreement between the Towns of Auburn and Chester to provide mutual aid to one another in the area of building inspection and code enforcement services at appropriate times. The Agreement will be in effect from February 5, 2019 through February 4, 2021.

Thank you for your consideration.

Attachment

Mutual Aid and Assistance Agreement

Between the Towns of Auburn and Chester

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms and conditions contained herein:

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation; and

WHEREAS, under Chapter 53-A and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, the Towns of Auburn and Chester wish to provide mutual aid and assistance to one another in the area of building inspection and code enforcement services at appropriate times.

THEREFORE, pursuant to RSA 53-A:3, I, the Town of Auburn and Chester enter into this Agreement for reciprocal building inspection and code enforcement services, with this Agreement embodying the understandings, commitments, terms and conditions for said aid and assistance, as follows:

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting the request.

Pursuant to RSA 53-A, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section V of this Agreement.

SECTION I: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY

- A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the towns for a period not to exceed thirty (30) days.

- B. As noted previously, Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

SECTION II: COST DOCUMENTATION

- A. Personnel – Provider shall continue to pay its employees according to its then prevailing rules and regulations. At the conclusion of the period of assistance, the Provider shall document all additional direct and indirect payroll costs plus any taxes and employees benefits which are measured as a function of payroll (i.e.: FICA, unemployment, retirement, etc.), incurred as a result of the assistance.
- B. Vehicle – Provider shall document any expense incurred for the use of either a municipally-provided vehicle or a private vehicle utilized by the Building Inspector. In either event, mileage incurred for the service provided will be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

SECTION III: RIGHTS AND RESPONSIBILITIES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of the Provider. Provider's employees shall be supervised and managed by the Town Administrator while working in Auburn or by the Board of Selectmen while working in the Town of Chester. However, the individual employees shall be subject to the personnel rules, policies and procedures of their employing community. Any performance, compensation, benefits or disciplinary issues during the period of the mutual aid assignment shall be addressed to the employing municipality of the individual to be handled by that employing municipality.

SECTION IV: COMPLIANCE WITH R.S.A. 53-A: 3

- A. The duration of this Agreement is two years. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon.
- B. There is no separate legal entity, or organization being established. The Towns are interested in formally sharing existing building inspector and code enforcement personnel and other resources, and seek to establish the framework to accomplish that.
- C. The purpose of the Mutual Aid Agreement is to formally allow the Building Inspectors of the Town of Auburn and the Town of Chester to fill in for each other as may be needed within the jurisdictions of Auburn and Chester, to ensure the two communities building inspection and code enforcement functions are covered during times of prolonged illness; vacations; extended leaves, etc.
- D. The financing of the existing building inspection/code enforcement functions are handled individually within the operating budgets of the Towns of Auburn and Chester. This will

not change. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.

- E. By written notice from one governing board to another, this Agreement may be terminated with 30 days notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.
- F. The Mutual Aid Agreement shall be administered by the governing boards of Auburn and Chester, or their designees. The agreement specifies that the Auburn Board of Selectmen designates the Town Administrator as the administrator responsible for day-to-day oversight of the Agreement.
- G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Auburn and Chester as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Auburn or the Town of Chester.

SECTION V: WORKER'S COMPENSATION AND LIABILITY COVERAGE

Provider shall furnish worker's compensation coverage for its employees during their performance of mutual aid services under this Agreement. Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employee due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Recipient and Provider will be entirely responsible for the payment of workers' compensation premiums for their own respective employees.

Provider shall furnish liability coverage for its employees performing services under this Agreement, and shall be solely responsible for the premiums.

SECTION VI: IMMUNITY

Pursuant to RSA 53-A, all activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement and their respective employees retain all governmental immunities, protections and defenses as may be available under law.

SECTION VII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessment, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend

any such claims, etc., at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

SECTION VIII: EFFECTIVE DATE

This Agreement shall take effect upon its approval by the governing boards of the Towns of Auburn and Chester and upon proper execution hereof. This agreement shall remain in effect for two years after its execution, and can be renewed by joint action of the two governing boards.

IN WITNESS WHEREOF, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved with the concurrence of a majority of their governing board, as of the date set forth in this Agreement.

James F. Headd, Chairman

Jeremy Owens, Chairman

Richard W. Eaton, Vice Chairman

Cass Buckley, Vice Chairman

Keith N. Leclair
TOWN OF AUBURN
BOARD OF SELECTMEN

Stephen D'Angelo

Joseph M. Hagan

Stephen O. Landau
TOWN OF CHESTER
BOARD OF SELECTMEN

Witness:

Witness:

Date:

Date: 28-JAN-2019

Mutual Aid and Assistance Agreement

Between the Towns of Auburn and Chester

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms and conditions contained herein:

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation; and

WHEREAS, under Chapter 53-A and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, the Towns of Auburn and Chester wish to provide mutual aid and assistance to one another in the area of building inspection and code enforcement services at appropriate times.

THEREFORE, pursuant to RSA 53-A:3, I, the Town of Auburn and Chester enter into this Agreement for reciprocal building inspection and code enforcement services, with this Agreement embodying the understandings, commitments, terms and conditions for said aid and assistance, as follows:

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith

withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting the request.

Pursuant to RSA 53-A, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under

this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section VI of this Agreement.

SECTION I : LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY

A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the towns for a period not to exceed thirty (30) days.

B. As noted previously, Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

SECTION II: COST DOCUMENTATION

A. Personnel – Provider shall continue to pay its employees according to its then prevailing rules and regulations. At the conclusion of the period of assistance, the Provider shall document all additional direct and indirect payroll costs plus any taxes and employees benefits which are measured as a function of payroll (i.e.: FICA, unemployment, retirement, etc.), incurred as a result of the assistance.

B. Vehicle – Provider shall document any expense incurred for the use of either a municipally-provided vehicle or a private vehicle utilized by the Building Inspector. In either event, mileage incurred for the service provided will be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

SECTION III: RIGHTS AND RESPONSIBILITIES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of the Provider. Provider's employees shall be supervised and managed by the Town Administrator while working in Auburn or by the _____ while working in the Town of Chester. However, the individual employees shall be subject to the personnel rules, policies and procedures of their employing community. Any performance, compensation, benefits or disciplinary issues arising during the

period of the mutual aid assignment shall be addressed to the employing municipality of the individual, to be handled by that employing municipality.

SECTION IV: COMPLIANCE WITH R.S.A. 53-A:3

A. The duration of this Agreement is two years. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon.

B. There is no separate legal entity, or organization being established. The Towns are interested in formally sharing existing building inspector and code enforcement personnel and other resources, and seek to establish the framework to accomplish that.

C. The purpose of the Mutual Aid Agreement is to formally allow the Building Inspectors of the Town of Auburn and the Town of Chester to fill in for each other as may be needed within the jurisdictions of Auburn and Chester, to ensure the two communities building inspection and code enforcement functions are covered during times of prolonged illness; vacations; extended leaves, etc.

D. The financing of the existing building inspection/code enforcement functions are handled individually within the operating budgets of the Towns of Auburn and Chester. This will not change under this Agreement. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.

E. By written notice from one governing board to another, this Agreement may be terminated with 30 days' notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.

F. This Mutual Aid Agreement shall be administered by the governing boards of Auburn and Chester, or their designees. The agreement specifies that the Auburn Board of Selectmen designates the Town Administrator as the administrator responsible for day-to-day oversight of the Agreement.

G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Auburn and Chester as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Auburn or the Town of Chester.

SECTION V: WORKER'S COMPENSATION AND LIABILITY COVERAGE

Provider shall furnish worker's compensation coverage for its employees during their performance of mutual aid services under this Agreement. Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employee due to personal injury or death occurring during the period of time such employee is engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Recipient and Provider will be entirely responsible for the payment of workers' compensation premiums for their own respective employees.

Provider shall furnish liability coverage for its employees performing services under this Agreement, and shall be solely responsible for the premiums.

SECTION VI: IMMUNITY

Pursuant to RSA 53-A, all activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement and their respective employees retain all governmental immunities, protections and defenses as may be available under law..

SECTION VII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessment, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

SECTION VIII: EFFECTIVE DATE

This Agreement shall take effect upon its approval by the governing boards of the Towns of Auburn and Chester and upon proper execution hereof. This agreement

shall remain in effect for two years from its execution, and can be renewed by joint action of the two governing boards.

IN WITNESS WHEREOF, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved with the concurrence of a majority of their governing board, as of the date set forth in this Agreement.

Town of Chester

Town of Auburn

[Signature] 10/27/16
Jack Cannon

[Signature] 10/27/2016
Richard S. Trask

[Signature] 10/27/16
Cass Buckley

[Signature]
Stephen O. Cannon, Chairman

TOWN OF AUBURN BOARD OF SELECTMEN TOWN OF CHESTER BOARD OF SELECTMEN

[Signature] 31 Oct 16
James Head

[Signature] 10/31/16
Richard Eaton

[Signature] 10/31
Dale Phillips

Witness:

[Signature]
Patricia Tymoniewicz

Witness:

[Signature]

NORTHEAST RECORD RETENTION, LLC
180 West River Road
Hooksett, NH 03106
p: 603.626.6667
f: 603.792.8693
www.nerecordretention.com



Cost Summary for:	Town of Auburn, NH
	Auburn, NH

SHRED DAY

ON-SITE MOBILE SHRED:

Shred Day: May 11, 2019 - 9:00 am to 12:00 pm (noon)
****Minimum 3 Hours - Town Hall Parking Lot***
47 Chester Road, Auburn, NH

On-Site Mobile Shred

Saturday Scheduling:	\$750.00 for 3 hr. min
-----------------------------	-------------------------------



January 25, 2019

Board of Selectmen's Office
Town of Auburn
47 Chester Road
Auburn, NH 03032

Re: Active Shooter Event of 1/23

Mr. Chairman,

My name is Matt Connors, I am the President of Gemini Electric Inc. and Power Up Generator Service Co located at 8 Priscilla Lane on the corner of Priscilla Lane and Bypass 28. I would like to take a minute of the board and town's time to give credit where credit is due.

Last Wednesday at the beginning of the lunch hour I'm assuming everyone available from Auburn PD, along with Derry PD, Rockingham County Sheriff's Department along with some unmarked vehicles from other agencies who I'm not familiar with converged on the bypass at approximately the intersection of the southern entrance to Priscilla Lane and the Southbound travel lane of the bypass. What transpired happened extremely rapidly and resulted in the first time (and hopefully the last) in the 25 year history of us being located in Auburn of having to exercise what is known as an immediate lock down situation due to an active shooter event.

There was at the height of the event 14 cruisers and at least that many officers with guns drawn, shotguns and assault rifles in play within minutes of the vehicle chase and stop. Unfortunately the incident was self-terminated resulting in a tragic turn of events.

While in the past Chief Picard and I have had our differences over a Department personal issue and the level of overnight staffing I feel credit and recognition must go to him and his responding officers and the other departments for the restraint and professionalism they showed and conducted themselves by this past Wednesday 1/23/19.

I hope in my heart and my mind that the physical and mental wellbeing of everyone involved is healing and in time will return their daily routine of peace and normality and in closing would like to Thank them all for protecting the 25 employees of mine that were here at the time of the event and everyone else in the business park and area.

Sincerely,



Matthew C. Connors
President



December 24, 2018

Town of Auburn
Mike Dross
PO Box 309
Auburn , NH 03032

Dear Mike,

Once again it was a pleasure to work with you and members of your department this past paving season, we cannot thank you enough for the continued business and the trust you placed in our company. We would very much like to continue this working relationship by signing an agreement to pave for the Town of Auburn in 2019.

2019 Paving Prices

Machine pave	\$69.28 per TON for TOP
Machine pave	\$66.00 per TON for BINDER
Handwork pave	\$125.00 per TON
Burm	\$4.00 per LF
Tack	\$0.18 per SY
Flaggers	\$29.00 per HOUR
Reclaimer	\$0.78 per SY
Grader with slope control	\$0.50 per SY
Shoulder machine (no gravel)	\$1,800.00 per DAY
Sweeper (4 hr min)	\$125.00 per HOUR
Bobcat trimmer (4 hr min)	\$100.00 per HOUR

DEC 27 2018

NOTE: Pricing in place based on current NHDOT posting for liquid asphalt. Adjustment to be made if required based on NHDOT Road and Bridge Specifications.

Best Regards,

Bill Gelineas



January 10, 2018

Town of Auburn
Mike Dross
PO Box 309
Auburn , NH 03032

JAN 12 2018

Dear Mike,

Once again it was a pleasure to work with you and members of your department this past paving season, we cannot thank you enough for the continued business and the trust you placed in our company. We would very much like to continue this working relationship by signing an agreement to pave for the Town of Auburn in 2018.

2018 Paving Prices

Machine pave	\$69.28 per TON for TOP
Machine pave	\$66.00 per TON for BINDER
Handwork pave	\$115.00 per TON
Burm	\$4.00 per LF
Tack	\$0.14 per SY
Flaggers	\$25.00 per HOUR
Reclaimer	\$0.78 per SY
Grader with slope control	\$0.50 per SY
Shoulder machine (no gravel)	\$1,800.00 per DAY
Sweeper (4 hr min)	\$125.00 per HOUR
Bobcat trimmer	\$100.00 per HOUR

NOTE: Pricing in place based on current NHDOT posting for liquid asphalt. Adjustment to be made if required based on NHDOT Road and Bridge Specifications.

Best Regards,

Bill Gelinis

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 31, 2019

Re: Transportation Alternatives Program (TAP) Grant Application

As a final update to the Board, the Town has received formal notification from the NH Department of Transportation (NHDOT) that it was not selected for funding in the Transportation Alternatives Program (TAP) process.

Of 38 projects submitted, the NHDOT was able to find a total of nine projects. Auburn proposed project to construct a paved multi-use path on the west side of Hooksett Road and Chester Road was ranked 13th out of 38 projects.

As a result, the NHDOT has approved the Auburn project and moved it onto a reserve list of projects that are unfunded. Should additional TAP funding become available within the next two fiscal years, the project will be considered for funding again.

During the last round of TAP Grant applications, Auburn placed 18th out of 54 applicants for funding for this potential project.

Auburn has proven in both rounds of grant applications that it has a strong proposal that is competitive in the overall process. In 2019, the Town was four away from the funding round, while in the prior round of application Auburn was six away from the funding round.

Many of the projects funded are similar in nature to what Auburn proposed in its grant application. The potential of establishing the Town Properties Expendable Trust Fund at the 2019 Town voting should strengthen a future application by the Town as some or all of the Town's required matching funds could be found in that fund.

Thank you for your consideration.

Attachment



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

January 24, 2019

William Herman
Town of Auburn
PO Box 309
Auburn NH 03032
townadmin@townofauburnnh.com

Re: Transportation Alternatives Program Application Number: 18-11TAP

Dear Mr. Herman:

The New Hampshire Department of Transportation (NHDOT) has made its selection of projects, which will utilize Transportation Alternatives Program (TAP) funds. Selections were based on recommendations submitted by the Transportation Alternatives Program Scoring Committee, as well as staff consideration of budget constraints (4 funding categories by population) as required by FHWA, and equity to top regional priorities and underserved communities.

We regret to inform you that your application 18-11TAP (Construct a paved multi-use path on the west side of Hooksett Rd and Chester Rd.) was not selected for funding. There were 9 projects funded out of 38 total applications. Your application ranked 13 out of the total. The Department has approved your project and moved it onto a reserve list of projects that are unfunded. If over the next two fiscal years additional Transportation Alternatives Program funding becomes available projects on this reserve list will be considered for funding based on their ranking, funding needs and population region. If no additional funding becomes available for your project, you will have to reapply when the next round of TAP begins.

If you have any questions please contact me at 271-3462 or email at tom.jameson@dot.nh.gov

Sincerely,

A handwritten signature in dark ink, appearing to read "Tom Jameson".

Thomas Jameson, P.E.
Program Manager

Cc: Peter Stamnas, PE
Director of Project Development

NEWS RELEASE

For Immediate Release

January 23, 2019

Contacts:

Thomas Jameson, Planning & Community
Assistance Bureau, (603) 271-3462
Bill Boynton, Public Information Officer, (603)
271-6495

Nine Local Projects Selected for Transportation Alternatives Program Funds

Total of \$5.7 Million Awarded for Sidewalks, Multi-Use Paths, and Rail Trails

Projects submitted by nine New Hampshire cities and towns have been selected to receive a total of \$5.7 million in funding from the New Hampshire Department of Transportation's 2018 Transportation Alternatives Program (TAP) selection round.

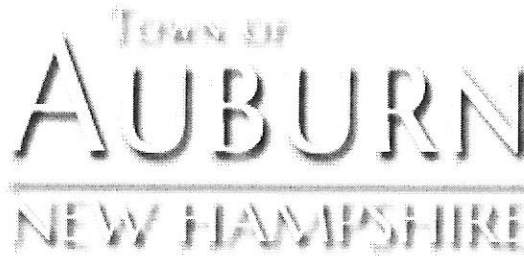
TAP provides funding for alternative transportation projects, such as on-and off-road pedestrian and bicycle facilities, rail trail improvements, and safe routes to school projects.

A total of 38 applications were submitted for TAP funds totaling \$22.6 million federal dollars. Criteria for scoring by the New Hampshire TAP Scoring Committee included safety, potential for success, connectivity, and socioeconomic benefits.

The following projects were selected for funding:

Municipality	Project	Federal \$
Franklin	Construct a pedestrian walkway on the existing Trestle Bridge over the Winnepesaukee River to connect to the Mill City Park Trail.	\$512,000.00
Jaffrey	Construct and reconstruct sidewalks, crosswalks and bike lanes on Stratton Road and Peterborough Street.	\$642,894.00
Keene	Construct roadway and streetscape improvements on Marlboro Street and construct a multi-use trail connection to the Cheshire Rail Trail.	\$478,400.00
Londonderry	Construct a 1 mile multi-use path along the side of Harvey Road, Webster Road, and Grenier Field Road.	\$800,000.00
Manchester	Construct ADA compliant pedestrian bicycle trail along Perimeter Road, South Willow Street and Harvey Road.	\$800,000.00
Nashua	Upgrade sidewalks to ADA standards and create bicycle lanes on Lock Street and Whitney Street.	\$799,179.00
New Castle	Construct bicycle shoulders and sidewalk along Wentworth Road, NH Route 1B from Beach Hill Road To Neals Pit Lane.	\$322,400.00
Northumberland	Upgrade 6,300 linear feet of sidewalk to ADA standards.	\$800,000.00
Swansey	Construct multi-use path on abandoned rail corridor in two locations. Improve Ashuelot Trail on the west side of town and improve Cheshire trail on the east side of town.	\$600,000.00

These local projects are subject to Governor and Council approval and require a minimum 20% local match in funding.



Published on *Auburn NH* (<https://www.auburnnh.us>)

[Home](#) > Auburn Ranked 18th of 54 Applicants for Trail Funding

Auburn Ranked 18th of 54 Applicants for Trail Funding

The Town of Auburn has been notified it was ranked 18th of 54 communities throughout New Hampshire applying for funds available through the NH Department of Transportation (NHDOT) that could establish a multi-use path along NH Route 121 from Eaton Hill Road to Shore Drive.

Although the Town scored well in the competitive Transportation Alternative Program (TAP) process, it was not approved for funding in the 2016 grant round.

The NHDOT had approximately \$5.5 million available in funding for the TAP program in 2016. The grant applications submitted by the 54 municipalities totaled more than \$25 million in requests. The NHDOT was able to approve 12 projects for fundings in this process.

Auburn's notice and the listing of the final ranking of all TAP Grant application submissions can be reviewed by [clicking here](#).

The project submitted by Auburn was a multi-use path that would provide a safe connection for walkers, bicyclists, hikers, runners, snowshoers and cross-country skiers from the center of Auburn to various trails leading around the lake and to other parts of the community.

As envisioned by Town officials, the multi-use path would not be connected to NH Route 121, but would be separated for the safety of the users of the path. When the Town entered into the Payment In Lieu of Taxes (PILOT) agreement with Manchester Water Works in 2014, this potential project being located on MWW property was included as part of the agreement.

Initial cost estimates suggest a total project cost of \$679,176, with construction in 2018 or 2019. Grant funds would cover 80% of the project costs (\$543,340), while the Town would be responsible for the remaining \$135,835.

Town officials may re-submit the project for consideration in the next round of TAP funding which is anticipated in 2018.

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: February 1, 2019

Re: Auburn Fire Department – Surplus Equipment to Discard

At the Board's meeting on January 21, 2019, Fire Chief Mike Williams asked for direction as to the possible discarding of outdated or surplus equipment. He indicated the department had Self Contained Breath Apparatus (SCBA) equipment, as well as some radio items, that are no longer of service or need by the Department.

The Board asked the Chief to prepare an inventory of the equipment for their information and review. Chief Williams has developed the attached inventory at the Board's request.

He has indicated to me all of the SCBA equipment is of no use by the Department at this time, and he would seek to discard it. The radio equipment is not in current use, but is operable. He may store that equipment for an emergency back-up for the time being.

Assuming the Board is in agreement with approving the inventory of surplus Fire Department equipment as presented, the following motion would be appropriate:

Move to approve the inventory of surplus SCBA and Radio items as submitted by Chief Williams and authorize the disposal of this equipment as appropriate from the inventory of the Town of Auburn.

Thank you for your consideration.

Attachment

SCBA Items to Discard

24	Voice Amplifiers	
20	Heads up Displays	
27	SCBA Mask's	
38	SCBA Cylinder's	2 Cylinders are completely broken and not useable at all. All Cylinders will be out of hydro at the end of 2019
25	SCBA Harness's	1 Harness has been completely taken apart and used as the old RIT pack. 1 Harness the gauges are not working even after being Replaced.
11	Mask Bags	Possible can keep these and use as spares for the new masks
1	RIT Pack	Possible keep as a spare or as another RIT pack on the Rescue
1	Mobile Cascade.	3 Cylinders which are well out of hydro date. Cascade has not Been used in over 10 years.

Radio Items to Discard

10	Motorola HT 1000
33	Batteries
10	Antenna's
9	Lapel Microphones

**Town of Auburn
Board of Selectmen
January 21, 2019
7:00 PM**

Selectmen Present: James Headd, Richard Eaton and Keith Leclair

Others Present: State Senator Sharon Carson, Representative Jesse Edwards, Representative Chris True, Representative Tony Piemonte, Peter Miles, Kevin Downing, Dan Carpenter, Paula Marzloff and David Wesche, Budget Committee; Todd Bedard, Kathleen Porter, Town Moderator, Mike Williams, Fire Chief, Bob Seling, Deputy Fire Chief, Michael Rolfe, William Herman, Town Administrator and Nancy Hoijer, Recording Secretary

Call to Order – Pledge of Allegiance

Mr. Headd called the meeting to order at 7:00 pm.

Approval of Accounts Payable Item for the Week of January 14, 2019 - \$1,156,921.21

Mr. Eaton motioned to approve the Accounts Payable Item for the Week of January 14, 2019 in the amount of \$1,156,921.21. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.

Approval of Consent Agenda for the Week of January 21, 2019

Mr. Headd read out loud and offered for inspection a copy of the Consent Agenda for the Week of January 21, 2019 some of which included: one (1) Tax Collector's Warrant/Land Use Change Tax; MS-DTB/2019 Default Budget in the amount of \$5,428,759; one application for property tax credit/Veteran's credit; two (2) abatement/refund requests, one Master Lease-Purchase Agreement/Ford Motor Credit Company for two Ford Cruisers; two void check manifest/accounts payable, ;one Notice of Lot Restoration; and four (4) pistol/revolver licenses.

Mr. Eaton motioned to approve the Consent Agenda for the Week of January 21, 2019. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.

Appointments with the Board

Discussion of 2019 Legislative Session with Auburn Legislators – Senator Sharon Carson and Representatives Jesse Edwards, Chris True and Tony Piemonte

Mr. Headd noted State Senator Sharon Carson was the only Republican member of the State Senate who has been assigned as a Committee Chair, retaining the chairmanship of the Executive Departments & Administration Committee and also serves as a member of the Senate Judiciary Committee.

Senator Carson stated it has been a slow start for the State Senate with bills still coming out and committee hearings beginning this week and the first session day to be next week. She indicated there were seven bills being heard on Wednesday and three at the Judiciary Committee tomorrow.

House Representative Jesse Edwards serves on the Ways and Means Committee.

Mr. Edwards stated the Ways and Means Committee serves two functions including revenue streams and providing adequate funding for the state budget, which is for two years for the State. One of the tax proposals includes a proposed change in restaurant meals tax division which would place a \$100 cap per month on the portion retained by the retailer which is now 3%. He felt this could hurt many restaurant businesses.

Mr. Headd asked about a news report he saw indicating the Senate President and House Speaker were looking at ways for the State to assist the furloughed federal workers to receive pay while the government is shutdown. He asked whether this was a gift or a loan. Mr. Edwards stated he doesn't know if any furloughed workers would get back pay. Senator Carson stated there is no plan or details at this time.

House Representative Chris True serves on the Transportation Committee.

Mr. True advised the Transportation Committee hears approximately 55 bills per session. Mr. True indicated he had unofficially understood the House Judiciary Committee has voted 11 – 7 to not recommend passage of HB 104, which would establish a state appeals board for decision made by local ZBA and Planning Boards. He said the House would take up the committee recommendation on January 31st.

Senator Carson noted she was a co-sponsor of HB 104 and explained HB 104 would allow decisions made by local ZBA and Planning Boards to be reviewed by a state-appointed appeals board in Concord as a cost-effective alternative to appeals in Superior Court which she believes would save Towns and landowners money.

House Representative Tony Piemonte serves on the Municipal & County Government Committee.

Mr. Piemonte advised one of the 1000 or so bills submitted so far, was before his committee and focuses on not allowing sanctuary cities in New Hampshire. He noted there are currently five communities, including Deerfield and Manchester, and Cheshire County who are designated as sanctuary cities. He said it is very controversial before his committee. Mr. Piemonte recommended quarterly meetings jointly with regional Select Boards. Mr. Headd advised joint meetings have occurred on a few occasions, but are not regularly scheduled.

Funding for Design of Safety Complex Addition – APD Advisory Building Committee and Budget Committee

Members of the Budget Committee were present to discuss potential funding for the design of the proposed addition at the Safety Complex. The Selectmen agreed this needed to move forward. Mr. Eaton advised the cost of design, approximately \$30,000, would be the initial step before sending the job out to bid. Mr. Leclair questioned the best approach to raise the design cost. Peter Miles asked about adding \$10,000 from the fund balance to the Town Building Reserve Fund, which has approximately a \$29,000 balance, to cover the potential cost. Mr. Leclair stated he was opposed to exhausting the fund down to zero in case something came up that required attention and recommended instead adding an additional \$30,000 to the reserve fund from the fund balance, which, if the project for some reason did not move forward, would help to replenish the Buildings Fund a little quicker than originally planned..

Mr. Carpenter asked if this would be through a Warrant Article or in the Operating Budget. Mr. Leclair stated he was not in favor of raising taxes for this purpose as the Budget Committee had already worked hard to keep that flat. He noted to take funds from the undesignated fund balance, it has to be done through a warrant article vote. Mrs. Marzloff asked if the deadline for Warrant Articles had passed. Mr. Herman advised the Selectmen have until January 28th to post the warrant and can add or amend warrant articles until that date. He noted this meeting was publicly posted and included the Selectmen and the Budget Committee discussing this issue. He felt both boards could take votes to recommend whatever course of action they felt they should take. Mr. Wesche noted potentially increasing this particular item had been discussed by the Budget Committee previously when they first discussed the warrant. Mr. Headd stated he was in favor of increasing the amount for Article #5 to \$60,000 as proposed by Mr. Leclair. Mr. Eaton agreed to proposal as well.

Mr. Leclair moved to increase Warrant Article 5 from \$30,000 to \$60,000 to be funded through the Undesignated Fund Balance, and for the Board of Selectmen to recommend the article. Mr. Eaton seconded the motion. All were in favor, the motion carried unanimously.

Mr. Wesche moved for the Budget Committee to approve increasing the amount in Warrant Article #5 from \$30,000 to \$60,000, and for the Budget Committee to recommend the article. Mrs. Marzloff seconded the motion. Voting in favor were: Mr. Carpenter, Mrs. Marzloff, Mr. Downing, Mr. Wesche, Mr. Miles and Mr. Headd. The motion was unanimously approved by a vote of 6-0.

Review of Town Meeting/Deliberative Session – Kathleen Porter, Town Moderator

Mrs. Porter proposed coordinating who would speak to each of the proposed Warrant Articles at Town Meeting. Mr. Leclair will speak to #3 and #5, Lt. Pelton was recommended to speak to #4. Mr. Eaton will speak to #6. Road Agent Dross and/or Lt. Pelton were recommended to speak to #7. And Mr. Headd will speak to #8.

Mrs. Porter recommended preparing discussions on any items that might be contentious. Mr. Leclair suggested the new fund, #6 and potentially the discontinuance of Dartmouth Road might attract the most attention.

Monthly Meeting – Fire Chief Michael Williams

Chief Williams presented the monthly report for December 2018 which included 34 responses. Chief Williams presented two new SOPs concerning the SCBAs, #108 relative to cleaning and #109 relative to inspection and maintenance. Chief Williams asked about the policy for disposal of items such as the old SCBAs and radios. He is not sure if another department could use them, the air packs are out of date and the radios are not digital. Mr. Eaton recommended putting together an inventory. Chief Williams will provide the list of any items to be disposed of to the Board.

Mr. Leclair moved to adopt Auburn Fire Department SOG #108 and SOP #109. Mr. Eaton seconded the motion. All were in favor, the motion carried unanimously.

Chief Williams reported two new members, Firefighter Colby Campbell and EMT Tyler Stratton and advised that he has added three more, Dan Roberts, Ann Coady and Nick Macras. The new hire policy is working well.

New Business

2019 Paving Prices

Mr. Herman provided a copy of a letter to the Road Agent from Advanced Excavating & Paving reflecting the paving costs for 2019. Mr. Leclair asked about the cost of labor and machines per day. Mr. Herman will pull last year's figures for comparison. Mr. Eaton recommended reviewing last year's numbers prior to voting.

E-Waste Collection Event – Saturday, September 28th

Mr. Herman provided a proposal for information purposes for the six containers and box truck to be used for the electronic recycling collection event to be held on Saturday September 28, 2019 from 9 am to 2:00 pm at the Auburn Village School.

Recommendation for Conservation Commission

At the January 7, 2019 meeting the Board accepted the resignation of Alan Villeneuve from the Conservation Commission. Mr. Herman advised at the January 8, 2019 meeting, the Conservation Commission discussed the vacancy and are recommending appointment of current Commission Alternate Member, Richard Burnham, to fill the position held by Mr. Villeneuve. Mr. Burnham has indicated a willingness to serve in this capacity. Mr. Herman indicated Mr. Villeneuve's term ran through March 2019. The Board has the option to make the appointment through March, 2019 or to provide a full three-year appointment through March 2022.

Mr. Leclair motioned to appoint Richard Burnham as a member of the Conservation Commission with a term to expire in March 2022. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.

NHDRA Review of 2018 Auburn Revaluation

Mr. Herman provided a copy of the letter of compliance from the NH Department of Revenue Administration dated January 4, 2019 which stated they have reviewed the USPAP mass appraisal report submitted by Avitar Associates of New England for the Town of Auburn for the 2019 tax year.

Board of Selectmen Report for 2018 Town Report

The Board reviewed the proposed submission for the 2018 Annual Town Report and approved it as presented.

Other Business

Minutes

- January 7, 2019 Public Meeting

Mr. Leclair motioned to approve the January 7, 2019 Public-Meeting Minutes, as written. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.

Non-Public Session pursuant to provision of RSA 91-A: 3, II (a) and (c).

Consideration of compensation of any public employee and reputation of someone other than a member of the Board.

Mr. Headd moved to enter into non-public session pursuant to RSA 91-A: 3, II (a) and (c). Mr. Leclair seconded the motion. A roll call vote was taken: Mr. Headd – Yes, Mr. Eaton – Yes. Mr. Leclair – Yes. The motion passed unanimously.

The meeting room was closed to the public at 7:54 pm.

Mr. Herman provided the Board with a performance review of Captain Saulnier performed by Chief Williams and the Chief's recommendation a step increase be granted. Mr. Herman advised Captain James Saulnier is marking his 10 year anniversary with the Department this month. Mr. Headd stated that he has done a great job and supports the step increase. Mr. Eaton agreed. Mr. Leclair added that his bosses say he is doing a great job.

Mr. Leclair motioned to come out of non-public session. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.

The meeting room was opened to the public at 8:00 pm.

Mr. Leclair moved to approve a step increase for Captain James Saulnier, from a Labor Grade 11, Step 12 to a Labor Grade 11, Step 13 based on a positive performance evaluation. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.

Adjourn

Mr. Headd motioned to adjourn the meeting at 8:01 pm. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.

Respectfully submitted,

Nancy J. Hoijer,
Recording Secretary