

**Town of Auburn
Board of Selectmen
April 8, 2019
Town Hall**

6:15 p.m.

- () **Non-Public Session – RSA 91-A: 3, II (c)**
Consideration of the reputation of someone other than a member of the board

7:00 p.m.

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

Approval of Payroll Manifest for the Week of April 1, 2019 – \$44,830.16
Approval of Accounts Payable Manifest for the Week of April 8, 2019
Approval of Consent Agenda – Week of April 8, 2019

- () **Appointments with the Board**
Jeff Bruaw – Traffic Concerns on Old Candia Road

- () **New Business**
Landfill Groundwater Monitoring Report – 2018
Landfill GMP Monitoring Activity – 2019
Unanticipated Repair for Engine 1
Discontinuance of Range Avenue
Renewal of Health, Dental, Life and Disability Insurance Coverages
Safety Complex Addition

- () **Old Business**

- () **Report / Comments of Ex-officio Board Representatives**

- () **Other Business**

- () **Next Meetings**
Tuesday, April 16, 2019 – Town & School District Training Workshop – 9 AM
Monday, April 22, 2019 – Board of Selectmen Meeting – 7 PM

- () **Minutes**
- March 25, 2019 Public Meeting
 - March 25, 2019 Non-Public Meeting

- () **Non-Public Session – RSA 91-A: 3, II (c)**
Consideration of the 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."

**DES Waste Management Division
29 Hazen Drive; PO Box 95
Concord, NH 03302-0095**

**APRIL 2018 GROUNDWATER MONITORING
DATA SUBMITTAL
Auburn Landfill
Chester Turnpike
Auburn, NH 03032**

**NHDES Site #: 199002015
Project Type: Landfill Closure
Project Number: 1521**

Prepared For:
Town of Auburn
47 Chester Road, P.O. Box 309
Auburn, NH 03032
Phone Number (603) 483-5052
RP Contact Name:
Board of Selectmen, James F. Headd
RP Contact Email:
townadmin@townofauburnnh.com

Prepared By:
Stantec Consulting Services Inc.
5 Dartmouth Drive, Suite 200
Auburn, NH 03032
Phone Number: (603) 669-8672
Contact Name: David A. Allwine, P.G.
Contact Email: dave.allwine@stantec.com



Date of Report: April 1, 2019

Groundwater Monitoring Report Cover Sheet

Site Name: Auburn Landfill

Town: Auburn

Permit #: GWP-199002015-A-003

Type of Submittal *(Check all that apply)*

- ☐ Periodic Summary Report (year)
 - ✓ Data Submittal *(month and year per Condition #7 of Permit):* April 2018
-

Check each box where the answer to any of the following questions is "YES"

Sampling Results

- ✓ During the most recent monitoring event, were any new compounds detected at any sampling point? Yes
Well/Compound: MW-1 (PFBA, PFOS), MW-2 (PFBS, PFNA), MW-3 (PFBS, PFBA), MW-4 (PFHxS), Auburn Landfill Dug Well (PFBS, PFBA, PFOS)
- ✓ Are there any detections of contamination in drinking water that is untreated prior to use? Yes
Well/Compound: Auburn Landfill Dug Well (PFBS, PFBA, PFHPA, PFHxA, PFOS, PFOA)
 - ☐ Do compounds detected exceed AGQS? No
- ☐ Was free product detected for the first time in any monitoring point?
 - ☐ Surface Water (*visible sheen*)
 - ☐ Groundwater (*1/8" or greater thickness*)
Location/Thickness:

Contaminant Trends

- ✓ Do sampling results show an increasing concentration trend in any source area monitoring well?
Well/Compound: MW-3 (Chloride)
- ✓ Do sampling results indicate an AGQS violation in any of the GMZ boundary wells?
Well/Compound: MW-2 (Manganese), MW-3 (Total PFOA and PFOS, Manganese)

Recommendations

- ✓ Does the report include any recommendations requiring DES action? *(Do not check this box if the only recommendation is to continue with existing permit conditions.)*

Since downgradient extent of PFCs in groundwater not defined, consider installing additional downgradient well(s) at landfill.

This form is to be completed for groundwater monitoring data submittals and periodic summary reports submitted to the New Hampshire Department of Environmental Services Waste Management Division.



Stantec Consulting Services Inc.
5 Dartmouth Drive, Suite 200, Auburn, NH 03032
Tel: (603) 669-8672, Fax: (603) 669-7636

April 3, 2019
File: 191710504

Attention: Groundwater Management Permits Coordinator

New Hampshire Department of Environmental Services
PO Box 95
Concord NH 03302-0095

**Reference: April 2018 Groundwater Monitoring Data Submittal
Auburn Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

Dear Sir or Madam,

The April 2018 groundwater sampling event for the above-referenced site was completed by Stantec Consulting Services Inc. (Stantec), on behalf of the Town of Auburn, on April 10, 2018 in accordance with Groundwater Management Permit (GMP) No. GWP-199002015-A-003, which was issued by the New Hampshire Department of Environmental Services (NHDES) on March 24, 2015.

PFAS Sampling

In email correspondence dated April 5, 2018 from Peter Beblowski, the NHDES requested sampling for per- and polyfluoroalkyl substances (PFAS) in the four on-site monitoring and water supply (dug) well during the April 2018 GMP sampling event. Of the four monitoring wells sampled (MW-1 to MW-4), all contained perfluorooctanoic acid (PFOA) at concentrations above laboratory reporting limits (5.83 - 38.7 nanograms per liter or ng/L). However, none of the PFOA concentrations exceeded its ambient groundwater quality standard (AGQS) of 70 ng/L. All wells also contained perfluoro-octanesulfonate (PFOS) at concentrations above laboratory reporting limits (4.35 - 59 ng/L), with no PFOA concentrations exceeding the AGQS of 70 ng/L. The AGQS for PFOS and PFOA (combined) of 70 ng/L was exceeded in the MW-3 sample (97.7 ng/L). Concentrations of PFAS above laboratory reporting limits were detected in the on-site water supply (dug) well for six of the nine PFAS compounds including perfluorobutane sulfonate (PFBS), perfluorobutanoic acid (PFBA), perfluoroheptanoic acid (PFHPA), perfluorohexanoic acid (PFHXA), PFOA, and PFOS. The concentrations for the detected PFAS compounds were 7.21 ng/L, 6.33 ng/L, 2.32 ng/L, 2.78 ng/L, 9.27 ng/L, and 2.63 ng/L, respectively.



April 3, 2019
Groundwater Management Permits Coordinator
Page 2 of 2

**Reference: April 2018 Groundwater Monitoring Data Submittal
Auburn Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

Please find attached the following documentation as part of the required data submittal:

- *Table 1 – Groundwater Elevation Data;*
- *Table 2 – Groundwater Quality Data Summary;*
- *Table 3 – Surface Water Quality Data Summary;*
- *Figure 1 – Site Location Plan;*
- *Figure 2 – Site Plan; and*
- *April 2018 Laboratory Analytical Reports.*

Please call the undersigned at (603) 206-7553 if you have any questions.

Regards,

STANTEC CONSULTING SERVICES INC.

Jacob Poirier
Staff Scientist
Phone: (603) 263-4660
jacob.poirier@stantec.com

David A. Allwine, P.G.
Senior Associate
Phone: (603) 206-7553
Cell: (603) 498-6135
david.allwine@stantec.com

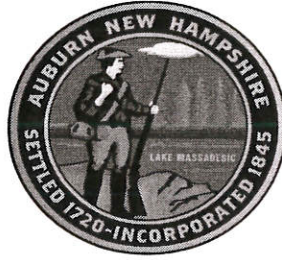
Attachments

c. Bill Herman, Town of Auburn, NH

cd v:\1917\active\191710504\report\2018 april gmp event\auburn data sub april 2018.docx

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: April 2, 2019

Re: Landfill Monitoring Wells and Groundwater Sampling - 2019

We have received from Stantec Consulting Services, Inc., the attached proposal for the 2019 activities associated with the Town's Groundwater Management Permit (GMP) for the former landfill property on Chester Turnpike.

As you will see, the proposal covers pulling and testing water samples from the four monitoring wells installed on the property, and two surface water sampling points, and then preparing and submitting the annual report required by the NH Department of Environmental Services (NHDES).

In addition, the Town's current GMP expires on March 23, 2020. Condition #4 of the GMP requires the preparation and submittal of a GMP renewal application at least 90 days prior to the expiration date of the permit. Stantec proposes preparing and submitting the required renewal to NHDES on or before December 23, 2019.

This work has been planned for, is a requirement the Town needs to meet and is fully budgeted in the Town's 2019 operating budget.

We would seek the Board's approval of the attached proposal from Stantec Consulting Services for 2019 GMP Monitoring Activities.

If you concur with this recommendation, it would be appropriate for the Board to act on the following motion:

Move to approve the proposed 2019 GMP Monitoring Activities at the former Auburn Town Landfill property for a total cost of \$8,200, and to authorize the Town Administrator to sign the agreement on behalf of the Town of Auburn.

Thank you for your consideration.

Attachment



Stantec Consulting Services Inc.
5 Dartmouth Drive, Suite 200, Auburn NH 03032
Tel: (603) 669-8672, Fax: (603) 669-7636

April 1, 2019
File: 191710504

Attention: Mr. William Herman
Town Administrator
Town of Auburn
47 Chester Road
Auburn, NH 03032

Reference: Proposal for 2019 GMP Monitoring Activities
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 the 2019 groundwater monitoring and reporting tasks associated with the above-referenced site. The site location is depicted on Figure 1 (attached). The 2019 groundwater monitoring and reporting tasks are required by Groundwater Management Permit (GMP) #GWP-199002015-A-003 (attached), which was issued by DES on March 24, 2015 to monitor groundwater and surface water quality in the vicinity of the closed town landfill.

PROPOSED SCOPE OF WORK

GMP Water Quality Monitoring for 2019

Based on the GMP requirements, samples will be collected during 2019 from the monitoring wells and surface water locations specified in the table below.

Monitoring Location	Sampling Frequency	Parameters	Reporting Requirements
MW-1, MW-2, MW-3, MW-4, SW-1, and SW-2	April 2019	Specific conductance @25°C, pH, Nitrate, Sulfate, Total Kjeldahl Nitrogen (TKN), Chloride, Dissolved Iron and Manganese (monitoring wells), Total Iron and Manganese (surface water), and Static Water Levels (monitoring wells only) NHDES Waste Management Division Full List of Analytes for Volatile Organics plus 1,4-dioxane (using a 0.25 µg/L reporting limit) and Drinking Water Metals.	Periodic Summary Report due in June 2019



**Reference: Proposal for 2019 GMP Monitoring Activities
Auburn Town Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

Water levels and field parameter measurements will be collected from the monitoring wells prior to purging. Purging will include the removal of a minimum of three standing well volumes using dedicated polyethylene tubing and either a Delrin® foot valve (inertial pump) or a peristaltic pump. Following purging, samples will be collected using the same dedicated equipment into laboratory-supplied containers, field preserved, and transported to a New Hampshire-certified laboratory for analysis of the parameters indicated in the table above. Surface water samples will be collected as grab samples and analyzed for the parameters indicated in the table above.

The current GMP requires that following the April 2019 sampling event a Periodic Summary Report be prepared and submitted during June 2019.

GMP Renewal

The site GMP expires on March 23, 2020. Condition #4 of the GMP requires the preparation and submittal of a GMP renewal application at least 90 days prior to the expiration date of the permit. Therefore, Stantec proposes to prepare the GMP renewal application in accordance with Env-Or 607.10. The Application will include all required information and will be submitted on or before December 23, 2019.

COST

Stantec will complete the proposed scope of work for the lump sum fees provided in the table below. Please note that the proposed scope of work is based upon current DES requirements as stipulated in the attached GMP. As the permittee is a municipality, the proposed GMP renewal cost does not include the usual \$2,000 permit renewal fee that is normally required for non-governmental permittees.

Task	Cost
April 2019 GMP Sampling and Periodic Summary Report	\$6,400.00
2019 GMP Renewal Application Preparation	\$1,800.00
Total	\$8,200.00

Also please note that, as we are currently lacking any comments from DES regarding the April 2018 sampling event, it is possible, based on the findings of the April 2018 GMP sampling event, that additional work for 2019, beyond that described herein, will be requested by the DES. Additional tasks may include (but are not limited to) modification of the GMP to include PFAS analysis, addition of residential well sampling to the GMP, and/or possible installation and sampling of additional monitoring wells to define the downgradient extent of PFAS in site groundwater. While the scope and cost of additional DES-required tasks to be completed in 2019, if any, cannot be determined at this time, it would be prudent for the Town to set aside funds in the 2019 municipal budget to



April 1, 2019
Mr. William Herman
Page 3 of 4

**Reference: Proposal for 2019 GMP Monitoring Activities
Auburn Town Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

cover these items should they be requested. Assuming no modifications to the proposed scope of work, billings will not exceed the proposed budget without approval from the Town.

SCHEDULE

The project tasks will be completed in accordance with the time frames described above.

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.

We appreciate the opportunity to continue assisting the Town of Auburn with this project. If you have any questions, please do not hesitate to contact the undersigned.

Regards,

STANTEC CONSULTING SERVICES INC.

David A. Allwine, PG
Senior Associate
Phone: (603) 206-7553
Mobile: (603) 498-6135
David.Allwine@stantec.com

Attachments: GMP No. GWP-199002015-A-003
Figure 1 - Site Location Plan
Figure 2 - Site Plan
Stantec Terms and Conditions

c. File



April 1, 2019
Mr. William Herman
Page 4 of 4

**Reference: Proposal for 2019 GMP Monitoring Activities
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

Signature

Printed Name/Title

Date

ad v:\1917\active\191710504\contract\2019 gmp sampling\auburn lf gmp 2019 proposal.docx



The State of New Hampshire
Department of Environmental Services



Thomas S. Burack, Commissioner

March 24, 2015

James Headd, Chairman
Board of Selectmen
Town of Auburn
PO Box 309
47 Chester Road
Auburn, NH 03032

SUBJECT: AUBURN – Town of Auburn Landfill, Chester Turnpike
DES #199002015, Project #1521

Groundwater Management Permit Renewal Application, prepared by Stantec Consulting Services, Inc., dated February 3, 2015.

Dear Mr. Headd:

Please find enclosed Groundwater Management Permit Number **GWP-199002015-A-003**, approved by the Department of Environmental Services (Department). This permit is issued for a period of 5 years to monitor groundwater quality at the closed Auburn Landfill site and is a renewal of the permit which expired on March 11, 2015.

Please note that Permit Condition #7 has been modified from the previous permit due to the groundwater flow direction and observed constituent concentrations. Biannual (April and November) permit monitoring has been revised to annual sampling with permit sampling occurring in April of each year. **Periodic Summary Reports shall occur in June 2016 and 2019.** Also note that standard submission of regular permit monitoring data collected in April each year still need to be submitted within 45 days in accordance with standard permit conditions.

All monitoring summaries and all required sampling results shall be submitted to the Groundwater Management Permits Coordinator at the address below. All correspondence must contain a cover letter that clearly shows the Department identification number for the site (**DES #199002015**). Should you have any questions, please contact me at the Waste Management Division.

Sincerely,

Peter L. Beblowski, C. P.G.
Hazardous Waste Remediation Bureau
Groundwater Remediation & Permitting
Tel: (603) 271-2999
Fax: (603) 271-2181
E-mail: peter.bebowski@des.nh.gov

ec: Michael Guilfoy, PE, SWMB Administrator
Karlee Kenison, PG, HWRB, Supervisor
David Allwine, PG, Stantec Consulting Services, Inc
Attention Health Officer, Town of Auburn

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-2908 • TDD Access: Relay NH 1-800-735-2964





The
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
hereby issues
GROUNDWATER MANAGEMENT PERMIT NO. GWP-199002015-A-003
to the permittee
TOWN OF AUBURN
to monitor the groundwater quality at the
CLOSED TOWN OF AUBURN LANDFILL
(Chester Turnpike)
in AUBURN, N.H.
via the groundwater monitoring system comprised of
4 monitoring wells and 2 surface water sampling points
as depicted on the Site Plan entitled,
Site Plan
dated January 9, 2015, prepared by Stantec Consulting Services, Inc.

TO: TOWN OF AUBURN
PO BOX 309
47 CHESTER ROAD
AUBURN, NEW HAMPSHIRE 03032-0309

Date of Issuance: March 24, 2015
Date of Expiration: March 23, 2020

Pursuant to authority in N.H. RSA 485-C:6-a, the New Hampshire Department of Environmental Services (Department), hereby grants this permit to monitor groundwater at the above described location for five years subject to the following conditions:

(continued)

STANDARD MANAGEMENT PERMIT CONDITIONS

1. The permittee shall not violate Ambient Groundwater Quality Standards adopted by the Department (N.H. Admin. Rules Env-Or 600) in groundwater outside the boundaries of the Groundwater Management Zone, as shown on the referenced site plan.
2. The permittee shall not cause groundwater degradation that results in a violation of surface water quality standards (N.H. Admin. Rules Env-Ws 1700) in any surface water body.
3. The permittee shall allow any authorized staff of the Department, or its agent, to enter the property covered by this permit for the purpose of collecting information, examining records, collecting samples, or undertaking other action associated with this permit.
4. The permittee shall apply for the renewal of this permit at least 90 days prior to its expiration date.
5. This permit is transferable only upon written request to, and approval of, the Department. Compliance with the existing Permit shall be established prior to permit transfer. Transfer requests shall include the name and address of the person to whom the permit transfer is requested, signature of the current and future permittee, and a summary of all monitoring results to date.
6. The Department reserves the right, under N.H. Admin. Rules Env-Or 600, to require additional hydrogeologic studies and/or remedial measures if the Department receives information indicating the need for such work.
7. The permittee shall maintain a water quality monitoring program and submit monitoring results to the Department's Waste Management Division no later than 45 days after sampling. Samples shall be taken from monitoring wells and surface water sampling points as shown and labeled on the referenced site plan and other sampling points listed on the following table in accordance with the schedule outlined herein:

Monitoring Locations	Sampling Frequency	Parameters
MW-1, MW-2, MW-3, MW-4, SW-1 and SW-2	April each year	Specific Conductance @ 25°C, pH, Nitrate, Sulfate, TKN, Chloride, Iron, Manganese, and Static Water Elevation (in monitor wells).
Same as Above	April 2019	NHDES Waste Management Division Full List of Analytes for Volatile Organics plus 1,4- dioxane (using a 0.25 ug/L reporting limit) and Drinking Water Metals.

Sampling shall be performed in accordance with the documents listed in Env-Or 610.02 (e). Samples shall be analyzed by a laboratory certified by the U.S. Environmental Protection Agency or the New Hampshire Department of Environmental Services pursuant to Env-C 300. All overburden groundwater samples collected for metal analyses (iron, manganese, and Drinking Water Metals) shall be analyzed for dissolved metals; and thus must be field filtered (with a 0.45-micron filter) and acidified after filtration in the field.

Surface water samples and samples collected from bedrock or water supply wells shall be analyzed for total metals, and shall not be filtered. As referred to herein, the term "Drinking Water Metals" refers to arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver.

Summaries of water quality shall be submitted periodically to the Department's Waste Management Division, in the months of **June 2016 and 2019**, using a format acceptable to the Department. The Summary Report shall include the information listed in Env-Or 607.04 (a), as applicable.

The Periodic Summary Report shall be prepared and stamped by a professional engineer or professional geologist licensed in the State of New Hampshire.

8. Issuance of this permit is based on the Groundwater Management Permit Application dated February 3, 2015, and the historical documents found in the Department file **DES #199002015**. The Department may require additional hydrogeologic studies and/or remedial measures if invalid or inaccurate data are submitted.
9. Within 30 days of discovery of a violation of an ambient groundwater quality standard at or beyond the Groundwater Management Zone boundary, the permittee shall notify the Department in writing. Within 60 days of discovery, the permittee shall submit recommendations to correct the violation. The Department shall approve the recommendations if the Department determines that they will correct the violation.
10. All monitoring wells at the site shall be properly maintained and secured from unauthorized access or surface water infiltration

ADDITIONAL CONDITION FOR LANDFILLS

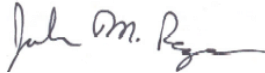
11. The permittee shall maintain a capping system at the facility that meets the standards set forth in Env-Sw 805.10.

SPECIAL CONDITIONS FOR THIS PERMIT

12. Recorded property within the Groundwater Management Zone includes the lot as listed and described in the following table:

Tax Map / Lot No.	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 11/ Lot 19-1	Auburn Landfill Chester Turnpike Auburn, NH 03032	Town of Auburn P.O. Box 309 47 Chester Road Auburn, NH 03032	Book 296/ Page 1444

13. The permittee shall update ownership information required by Env-Or 607.03(a)(20) for all properties within the Groundwater Management Zone prior to renewal of the permit or upon a recommendation for site closure.



John M. Regan, P.G., Administrator
Hazardous Waste Remediation Bureau
Waste Management Division

Any person aggrieved by any terms or conditions of this permit may appeal to the N.H. Waste Management Council ("Council") by filing an appeal that meets the requirements specified in RSA 21-O:14 and the rules adopted by the Council, Env-WMC 200. The appeal must be filed **directly with the Council within 30 days** of the date of this decision and must set forth fully **every ground** upon which it is claimed that the decision complained of is unlawful or unreasonable. Only those grounds set forth in the notice of appeal can be considered by the Council.

Information about the Council, including a link to the Council's rules, is available at <http://nhec.nh.gov/> (or more directly at <http://nhec.nh.gov/waste/index.htm>). Copies of the rules also are available from the DES Public Information Center at (603) 271-2975.

GWP-199002015-A-003



MAP SOURCE:



WWW.TRAILS.COM

USGS CANDIA [NH] QUAD
43.015°N, 71.32°W (NAD83/WGS84)



2000 0 2000



Scale in feet



Stantec

Stantec Consulting Services Inc.

STANTEC LOCATION:
AUBURN, NEW HAMPSHIRE

DATE PREPARED: 10-20-10	DESIGNED BY: DAA	DRAWN BY: JJW	CHECKED BY: DAA	REVIEWED BY: DAA
REVISION DATE:	REVISION NO:	DRAWN BY:	CHECKED BY:	REVIEWED BY:

PROJECT NAME/FILE NAME:
AUBURN LF

PROJECT NUMBER/PHASE:
191710504

SCALE:
1:24000

DRAWING TITLE:

SITE LOCATION PLAN

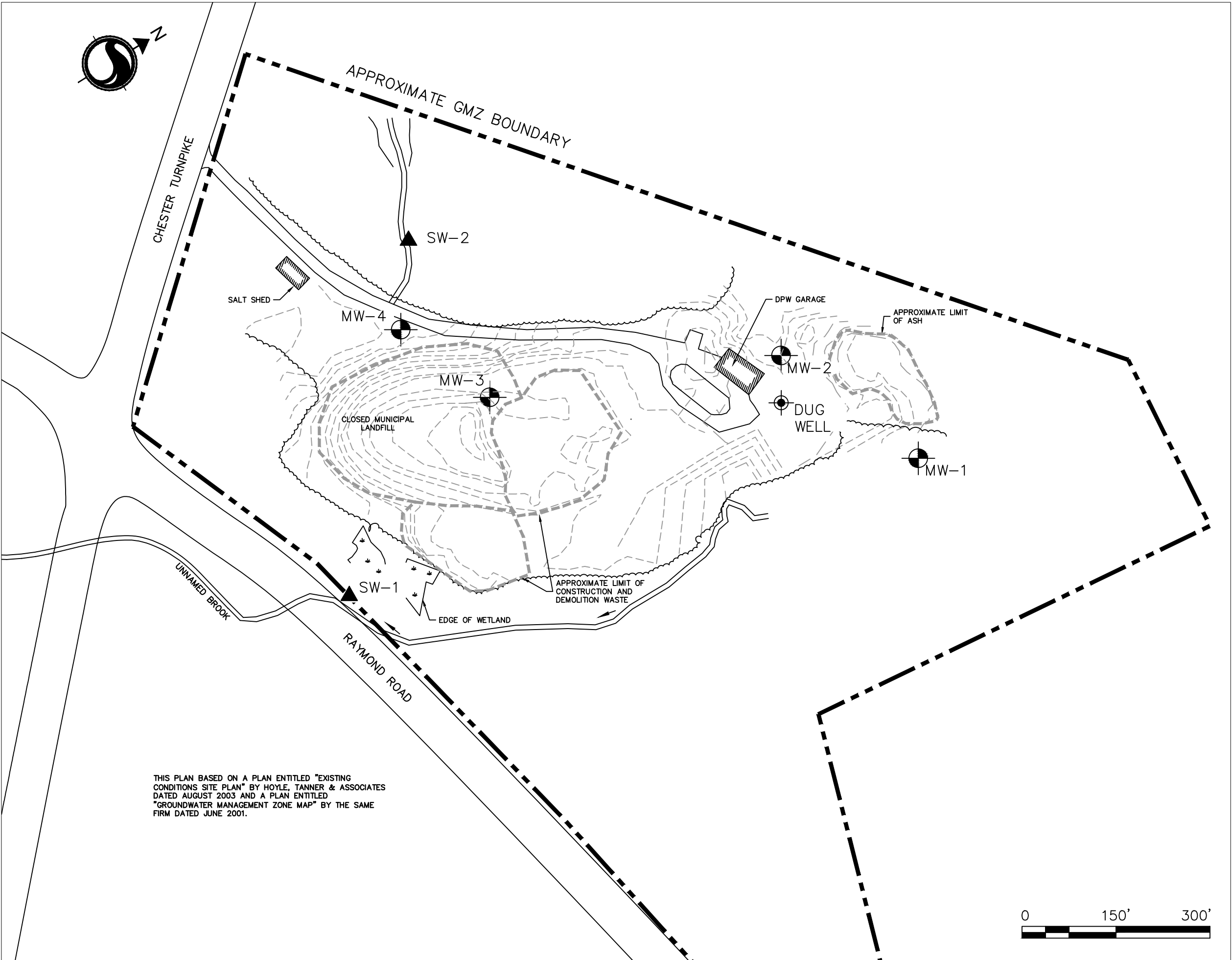
AUBURN LANDFILL
CHESTER TURNPIKE AUBURN NH

PREPARED FOR:
TOWN OF AUBURN

FIGURE NO.

1

V:\1917\active\191710504\Drawing\AUBURN LF SITE 6-8-17.dwg



Stantec Consulting Services Inc.
5 Dartmouth Drive, Suite 101
Auburn NH 03032 U.S.A.
Tel. 603.669.8672
Fax. 603.669.7636
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

- Approximate property boundary
- Monitoring well location
- SW-2 Surface Water Sample location
- Woods
- Water supply well location
- DUG WELL

Notes

Revision	By	Appd.	YY.MM.DD
Issued	By	Appd.	YY.MM.DD

File Name: AUBURN LF SITE 6-8-17.dwg	DJP		JUN, 2016
Permit-Seal	Den.	Chkd.	Dagn. YY.MM.DD

Client/Project

TOWN OF AUBURN, NH

AUBURN LANDFILL POST-CLOSURE MONITORING
273 CHESTER TURNPIKE
AUBURN, NEW HAMPSHIRE

Title

SITE PLAN

Project No. 191710504	Scale AS SHOWN
Drawing No. 2	Sheet 1 of 1
	Revision 0



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.

INDEMNITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from nay 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.

LIMITATION OF LIABILITY: It is 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.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the CLIENT in respect of the carrying out of their obligations and have paid to the CLIENT such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

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. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

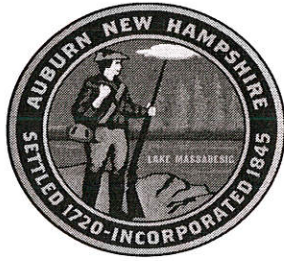
ASSIGNMENT: The CLIENT shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

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.

CONTRA PROFERENTEM: The parties agree that in the event this AGREEMENT is subject to interpretation or construction by a third party, such third party shall not construe this AGREEMENT or any part of it against either party as the drafter of this AGREEMENT.

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: March 27, 2019

Re: Unanticipated Repair for Engine 1

The Board is aware that the Fire Department had taken Engine 1 out of service on March 25th. When it was being operated, "Check Engine" lights and alarms came on and I understand the vehicle was losing power.

The Department attempted to get the vehicle into Mack Trucks on March 26th to be looked at, but they were not able to take it in until later the following week. Chief Williams made contact with Peterbilt in Bow who he had dealings with in the past, and they were able to get the vehicle in right away, so it went there on March 26th.

The diagnosis was the turbo for the engine went. The Chief indicated it is the type of issue that generally gives no warning and it just goes. The cost to repair the vehicle and put it back in service is \$4,900 which, of course, was not specifically budgeted. Engine 1 is one of the front line pieces for the Fire Department. In discussing it with the Chief, I agreed with him the repair needed to be made and authorized the work to be performed. The vehicle has been repaired.

For covering the expense of the repair, the Board has the potential of using a discretionary expendable fund that was called the Insurance Retention Fund. The fund was established to cover expenses the Town might incur that was not covered by the Town's liability & property coverage. The fund is held by the Trustees of Trust Funds with the Board of Selectmen as the agents to expend. As of December 31, 2018, there was a total of \$4,567.86 in the fund. If the Board used this balance, the remaining balance of approximately \$332 could be covered through the operating budget of the Fire Department.

If you are in agreement with this approach, it would be appropriate for the Board to act on the following motion:

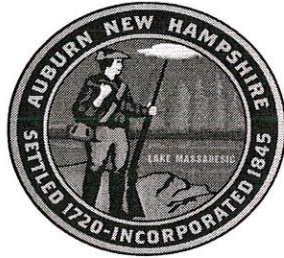
Move to approve the use of the balance of the Insurance Retention Fund which was \$4,567.86 as of December 31, 2018 to cover repair costs for Engine 1 with the balance due to come from the operating budget of the Fire Department.

This situation points to perhaps a future consideration for the Board. You may want to consider at a future Town Meeting establishing a third reserve fund for the support & maintenance of vehicles and equipment to cover larger expenses like this that are not anticipated in the operating budget.

Thank you for your consideration.

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: March 26, 2019

Re: Discontinuance of Range Avenue

At their meeting on March 20th, the Planning Board received an application concerning lot line adjustments between property owners on Finch Lane (James Hathaway and Manchester Water Works). During the course of discussion, it was noted by all parties the Hathaway and MWW property is encumbered by a paper right-of-way identified as "Range Avenue" that was originally established in 1906. The area separates the Hathaway property from MWW property, but it is not a physical road, was never formally accepted as such by the Town and exists only as a paper street.

In approving action on the lot line adjustments, the Planning Board established a condition of approval that Range Avenue be discontinued as a paper street, in addition to the merger of two remaining lots owned by MWW into one lot.

In looking at RSA 231:51, the governing body may vote to release a dedicated way if no acceptance occurred within 20 years of the dedication. That time frame certainly has been met in this instance. I contacted Town Counsel to determine whether the Board was required to hold a public hearing on this type of issue, or if it could be a regular business item at a Board meeting. Stephen Bennet has advised there is no public hearing requirement and the Board is able to vote at one of its posted meetings.

Attached for your information is the notice of decision from the Planning Board of the lot line adjustment; the minutes of the March 20, 2019 hearing on this topic, and pages from the NHMA publication "A Hard Road to Travel" that indicated to the Planning Board the BOS could act on this item. Also, I have included a copy of RSA 231:51, as well as Attorney Bennett's input.

If you concur with the Planning Board's recommendation, it would be appropriate for the Board to act on the following motion:

Move to release and discharge a paper street established in 1906 and identified as Range Avenue pursuant to the provisions of RSA 231:51.

If the Board is not in concurrence with the Planning Board's recommendation, the Board does not need to take action as the lack of action would leave the paper road in place as it is today.

Thank you for your consideration.

Attachment

TITLE XX TRANSPORTATION

CHAPTER 231 CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

Discontinuance of Class IV, V and VI Highways

Section 231:51

231:51 Dedicated Ways. – Any street, lane or alley within this state which has been dedicated to public use by being drawn or shown upon a plan of lands platted by the owner, and the sale of lots in accordance with such plan, may be released and discharged from all public servitude by vote of the governing body of a city or town if such street, lane, or alley has not been opened, built, or used for public travel within 20 years from such dedication.

Source. 1913, 121:1. PL 79:5. RL 95:5. 1945, 188:1, part 9:7. RSA 238:7. 1981, 87:1. 1989, 131:1, eff. July 16, 1989.

Bill Herman

From: Stephen Bennett <sbennett@wadleighlaw.com>
Sent: Monday, March 25, 2019 2:46 PM
To: Bill Herman
Subject: RE: Discontinuance of Range Avenue

Bill, I don't believe that the BOS needs to hold a public hearing before releasing/discharging a paper street pursuant to RSA 231:51. It makes sense to require a public hearing when releasing/discharging a paper street that was dedicated less than 20 years ago. The paper streets covered by RSA 231:52 will have been dedicated to public use fairly recently and the public may still be anticipating and relying on the town to accept the streets when completed. On the other hand, when a street hasn't been built and accepted within 20 years of its dedication, it would be reasonable to assume that there is no public need for the street and, therefore, no need for a public hearing.

Stephen M. Bennett
Wadleigh, Starr & Peters, PLLC
95 Market Street
Manchester, NH 03101
(603) 206-7283 (direct desk)

From: Bill Herman <townadmin@townofauburnnh.com>
Sent: Monday, March 25, 2019 11:36 AM
To: Stephen Bennett <sbennett@wadleighlaw.com>
Cc: Denise Royce <planning@townofauburnnh.com>
Subject: Discontinuance of Range Avenue

Good Morning Steve –

Road discontinuance seems to be the topic of the day.

Last week at their meeting, the Planning Board received an application to affect lot line adjustments between property owners on Finch Lane (James Hathaway and Manchester Water Works). During the course of discussion, it was noted by all parties that the Hathaway and MWW property is encumbered by a paper right-of-way identified as "Range Avenue" that was originally established in 1906. The area separates the Hathaway property from MWW property, but it is not an actual road and was never formally accepted as such by the Town. It exists as a paper street.

In approving action on the lot line adjustments, the Planning Board established a condition of approval that Range Avenue be discontinued as a paper street, in addition to the merger of two remaining lots owned by MWW into one lot.

In looking at RSA 231:51, it appears the governing body may vote to release a dedicated way if no acceptance occurred within 20 years of the dedication. That time frame certainly has been met in this instance.

I am simply trying to determine whether the governing body can simply act, or if they are required to hold a public hearing on the proposed discontinuance. RSA 231:51 is silent on that item, but as I read RSA 231:52, I would be under the impression the BOS would need to first hold a public hearing.

Attached for your information is the notice of decision from the Planning Board of the lot line adjustment; the minutes of the March 20, 2019 hearing on this topic, and pages from the NHMA publication "A Hard Road to Travel" that indicated to the Planning Board the BOS could act on this item. I have copied Denise Royce with this message in the event I haven't accurately captured the gist of what has transpired.

We just want to be sure the Town follows the appropriate steps in this process. I would be relatively certain the Board would be in agreement with the Planning Board recommendation. Should a hearing be required, I would try to schedule it for their next meeting to be held on April 8th.

Thanks!

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.



TOWN OF AUBURN

AUBURN PLANNING BOARD NOTICE OF PLANNING BOARD DECISION

DATE: March 25, 2019

On March 20, 2019, the Auburn Planning Board voted to APPROVE the following proposal.

APPLICANT: Manchester Water Works
c/o John O'Neil

PROPERTY OWNERS: Manchester Water Works
James E. Hathaway

PROPERTY LOCATION: 5 Finch Lane & Finch Lane
Auburn, New Hampshire

TAX MAP AND LOT NUMBER: Tax Map 24, Lots 2, 2-1 and 2B

PROPOSAL: Lot Line Adjustment

CONDITIONS: As presented with Waivers Granted at the Planning Board meeting held on March 20, 2019 and conditioned upon discontinuation of the paper street (Range Avenue" and the merger of the two (2) remaining tax lots owned by Manchester Water Works.

WAIVERS GRANTED: Section 3.05(1)(c) Location of Wetlands;
Section 3.05(1)(N) Test pits & percolation tests ;
Section 3.05(1)(P) Topography ;
Section 3.05(1)(Q) Soil types by on-site soil survey.

Signed, -


Denise Royce
Land Use Administrator

Cc: Building Inspector
Board of Selectmen
Applicant

Mr. Poltak stated that, he had two (2) relatively small items that he needed to take up with the Board and began by saying that, Mr. Worster will be moving out of town shortly and that he is currently the Town of Auburn's Designee for SNHPC and by statute he will be moving sometime after April 4th. Mr. Worster served as the delegated member of the Southern New Hampshire Regional Planning Commission and also Auburn's Member of their Executive Committee and asked if anyone wanted to step forward to play that role. Mr. Poltak pointed out that it would be one meeting a month which is held on the west side of Manchester. The process would be for someone from this Board to move forward and brought to the BOS for approval and then go from there. A brief discussion ensued with regard to this position. Mr. Poltak informed everyone that, the Executive Committee is more intense and that Mr. Herman has served in this capacity in the past and is willing to resume that role. Mr. Poltak asked the Board Members to let him know if anyone wanted to fill the position. Mrs. Marzloff indicated that, she could fill the position but that she was not interested in the Executive Committee. Mr. Poltak stated that, that would be appreciated and asked the Board for a motion to nominate Mrs. Marzloff.

Mr. Porter made a motion to nominate Mrs. Marzloff as the Designee for SNHPC for the Town of Auburn. Mr. Grillo seconded the motion. All were in favor, the motion passed unanimously.

Mr. Poltak thanked Mrs. Marzloff for agreeing to become the Designee for SNHPC for the Town of Auburn. Mr. Poltak also informed the Board that, he would speak with Mr. Herman about the Executive Committee as he is willing to move forward with it.

Mr. Poltak went on to say that, he had a long conversation with Mr. Tatem about how they were going to set up visits to Senior Housing Facilities that are being constructed in the immediate area and what Mr. Tatem thought was that they would put a list of 3 or 4 examples to demonstrate the different types of construction and manners in which this has been approached in different communities. A brief discussion ensued with regard to different facilities within the surrounding areas. Mr. Poltak stated that they would provide the Board with a listing of 3 or 4 facilities by the next meeting. Mr. Poltak stated that they would plan a meeting or two to work on a new Senior Housing Ordinance and asked members of the Board to form a 2- or 3-member committee to work on this. Discussion ensued on who would join that committee and get back to Mr. Poltak in that regard.

Next, Mr. Poltak turned to Mr. Wichert to begin his presentation on the next Lot Line Adjustment request for 5 Finch Lane.

**Manchester Water Works/John O'Neil
James E. Hathaway
5 Finch Lane & Finch Lane, Tax Map 24, Lots 2, 2-1 & 2B
Lot Line Adjustment**

Mr. Wichert began his presentation on behalf of Mr. Hathaway and Mr. O'Neil of Manchester Water Works. Mr. Wichert pointed out that, Mr. O'Neil is the Chief Forester

and would be arriving shortly. Mr. Wichert stated that, Mr. Hathaway purchased 5 Finch Lane back in 2018. Mr. Wichert explained that, before Mr. Hathaway purchased it, Mr. O'Neil was looking at lot lines and the house and the placement of the house on the Hathaway house. This is an area that has an old plan in 1906 that creates this plan that does not have a lot of monumentation on the ground and also has a lot of conflicts and a lot of other items that come into play. Mr. Wichert went on by saying that, prior to the last person selling the house, Manchester Water Works was working with them and they came to terms and they escrowed money so they could do a Lot Line Adjustment to resolve the issue. So basically, the problems they are having is that the house encroaches over the line approximately a foot in a half and then it's only inside the south side by only 6 inches. So basically, the minute they exit the house they are on Water Works property. Mr. Wichert explained the property lines and the placement of the shed and what they came up with was that they made the property lines into a rectangle. The property starts out at 11,429 square feet and it will increase to 14,000 when it's all said and done. The property is zoned Commercial Two which requires 200 feet of frontage and 2 acres which obviously we won't make it but it is an existing lot of record and it will be less non-conforming. The Hathaway property is serviced by onsite septic and city water.

In conclusion, Mr. Wichert stated that, should the application for the Hathaway lot be approved then we resolve the encroachments and the Hathaway's get a useable lot and Water Works gets this awkward backwards "C" shaped lot. Mr. Wichert went on to talk about "Range Avenue" which is a paper street which dedication has lapsed because it was done back in 1906 and was never approved and Manchester Water Works owns on the other side so for all practical purposes it's contiguous to the other property. Manchester Water Works is not doing this to build but acts as a buffer for the lake. Mr. Wichert indicated that they did not show topo and wetlands because they are asking for waivers on that so there are a series of waivers being requested because it is not their intention to build on this property. Mr. Wichert added that, when Mr. O'Neil arrives that he could probably confirm that they are proposing to do some monumentation to establish the property lines. This approval of the application would not result in any more lots being created because Manchester Water Works owns Tax Map 24, Lots 2B and 2-1 which would be merged once this is approved. Mr. Porter asked why the two (2) lots could not be merged with the lot in the back. Mr. Wichert pointed out that "Range Avenue" sits between the two properties and suggested that they wait until Mr. O'Neil arrives to answer that question. Mrs. Marzloff asked if there was a release of public servitude for "Range Avenue". Mr. Wichert did not believe there was an acceptance because it was done back in 1906 and was pretty sure that the town did not have any records from 1906 so in 1926 the dedication would have lapsed.

At this time, Mr. O'Neil arrived to the meeting at 7:30pm. Mr. O'Neil apologized for being late and entered the conversation. Mr. Porter asked Mr. O'Neil about merging the lots together with Tax Map 24, Lot 1A. Mr. O'Neil did not have a problem with merging them all together. Mr. O'Neil talked about the paper street "Range Avenue" and how to either abandon that road because it currently runs through the brook.

Mr. Poltak asked if there were any further questions. Mrs. Marzloff asked if the plan would be amended to indicate that the three (3) lots would be merged and become one lot. Mr. Wichert said that, the way they have it set up now is that 2B would disappear and 2-1 would exist and was unaware of how the Town of Auburn would treat merging lots on opposite sides of the paper street. Mr. O'Neil indicated that, in the past they have done it through the Selectmen's office without the surveyor being involved. Mr. Wichert stated that they could do it a couple of ways, if it's something that the Selectmen can do through action then they could just wait to record it and then they could just reference on the plan to "See Selectmen's Minutes from whatever date" or they could just record this now and then do the merger whichever is easier for the Board. Timing wise, if they have to wait a few weeks that it would not matter at this point. Mr. Leclair stated that, he would just go with the original proposal and leave the paper street out of it for the time being until he can learn a little bit more about that. Mr. Poltak agreed.

Discussion ensued with regard to merging the lots for Manchester Water Works and recording of the plan.

Mr. Poltak asked if there were any further questions from the Board. None were noted.

Mr. Grill made a motion to accept the application for Lot Line Adjustment for Tax Map 24, Lots 2, 2-1 & 2B. Mrs. Marzloff seconded the motion. All were in favor, the motion passed unanimously.

Mr. Edwards wanted to know why the homeowners for the Hathaway house was not present at tonight's hearing. Mr. Poltak pointed out that, this is in the best interest of the homeowner. Mr. Leclair asked if they were noticed. Ms. Royce indicated that everyone was noticed and that Mr. Hathaway signed the application as well.

Mr. Poltak moved on to approval of the four (4) waivers as there was nothing that would be built on this property and therefore approval was necessary and asked the Board to make a motion on all four (4) waivers at once.

Mr. Grill made a motion to approve the four (4) waivers for Section 3.05(1)(C) Location of Wetlands; Section 3.05(1)(N) Test pits and percolation tests; Section 3.05(1)(P) Topography; and, Section 3.05(1)(Q) Soil types by on-site soil survey for Tax Map 24, Lots 2, 2-1 & 2B. Mr. Porter seconded the motion. All were in favor, the motion passed unanimously.

Mr. Poltak wanted to discuss prior to making the last motion that, the Board decided that Mr. Leclair would obtain more information and believed that the BOS can do it. Mr. Poltak stated that they could add conditioned upon discontinuing the paper street "Range Avenue" and merging the remaining Manchester Water Works lots abutting.

Mr. Grill made a motion to approve the Lot Line Adjustment for Tax Map 24, Lots 2, 2-1 & 2B conditioned upon discontinuation of the paper street "Range Avenue" and the merger of the two (2) remaining tax lots owned by Manchester Water Works. Mr. Leclair seconded the motion. All were in favor, the motion passed unanimously.

Mr. O'Neil thanked the Board members for their time and exited the meeting.

OTHER BUSINESS

Mr. Poltak asked Mr. Edwards if he was moving on to another committee. Mr. Edwards said no. Mr. Leclair asked if he was looking to be re-appointed. Mr. Edwards indicated that he would love to be re-appointed.

Mr. Poltak discussed a Senate Bill that is being discussed right now that would have required Planning Board's to solicit bids and go with a low bid for any third-party work that would be engaged in by that board relative to subdivisions and/or site plan. A brief discussion ensued with regard to this Senate Bill.

At this time, Mr. Poltak asked for a motion to adjourn.

ADJOURN

Mr. Porter moved to adjourn the Hearing. Mr. Grillo seconded the motion. All were in favor, the motion passed unanimously and the meeting stood adjourned at 7:57p.m.

The next Planning Board meeting will be held on Wednesday, April 3rd, 2019 at 7:00 p.m. at the Town Hall, 47 Chester Road unless otherwise noted.

PLAN REFERENCES:

- 1.) "MASSABESIC LAKE TERRACE, AUBURN, N.H. OWNED BY J.W. WILBUR" DATED JUNE 20, 1906 AND PREPARED BY ALFRED L. ELLIOT, C.E. SEE RCRD PLAN 00298.
- 2.) "WELLINGTON BUSINESS PARK, AUBURN, NH" DATED JANUARY 7, 2000 AND LAST REVISED ON 11-1-2000 BY ENGINEERING ALLIANCE, INC./S.E. CUMMINGS ASSOC., INC. SEE RCRD PLAN D-28512.

SOIL TYPES:

447B = SCITUATE-NEWFIELDS COMPLEX, 3-8% SLOPES, VERY STONY

SOILS TAKEN FROM NRCS WEB SOIL SURVEY ON 12/19/2018



OWNERS SIGNATURE

JAMES E. HATHAWAY

ON BEHALF OF MANCHESTER WATER WORKS

SYMBOL LEGEND

- IRON PIPE FOUND
- IRON ROD W/CAP TO BE SET
- UTILITY POLE
- Ⓜ MAIL BOX
- Ⓢ VENT
- Ⓢ WATER SHUT OFF
- Ⓢ HYDRANT

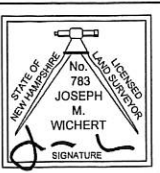
THE REQUIREMENTS OF THE TOWN OF AUBURN, NH SUBDIVISION REGULATIONS ARE INCORPORATED INTO THE THE APPROVAL OF THIS PLAN.

UNDER THE PROVISIONS OF N.H. RSA 674:37, APPROVAL IS GRANTED BY THE AUBURN PLANNING BOARD, IN ACCORDANCE WITH THE VOTE OF THE BOARD DATED 2019. APPROVAL OF THIS PLAT IS LIMITED TO LOTS AS SHOWN:

CHAIRMAN

I CERTIFY THAT THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE WITH A TOPCON GT 503. THE ERROR OF CLOSURE ON ALL LOT LINES WITHIN AND BORDERING THE SUBJECT PROPERTY IS BETTER THAN 1 IN 10,000.

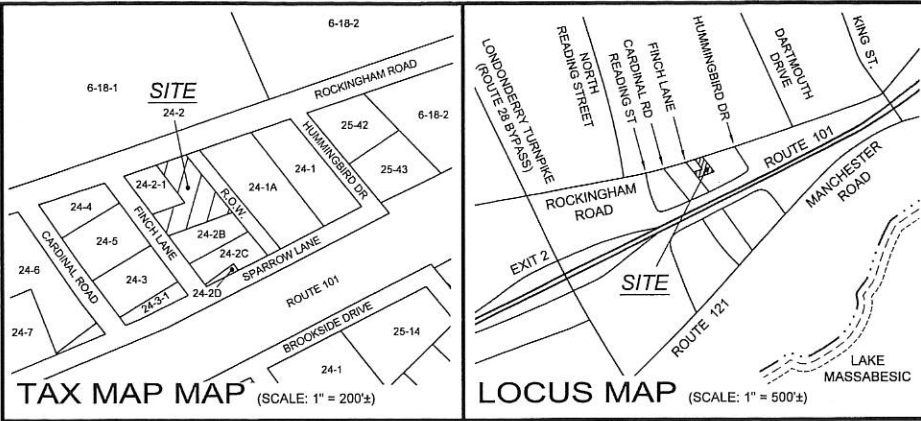
26 FEB 2019
DATE



TAX MAP 6 LOT 18-1
AUBURN BUSINESS CENTER CONDO
320 ROCKINGHAM ROAD
AUBURN, NH 03032

AREA TABLE					
LOT #	EXISTING LOT AREA	PARCEL A AREA	PARCEL B AREA	PARCEL C AREA	PROPOSED LOT AREA
2-1	4,697 SF	+3,827 SF	-1,470 SF	—	+3,472 SF
2	11,429 SF	-3,827 SF	+1,470 SF	+4,928 SF	14,000 SF
2B	7,000 SF	—	—	-4,928 SF	-3,172 SF

NOTE: PARCEL D IS THE REMAINDER OF LOT 2B TO MERGED WITH LOT 2-1



NOTES:

- 1.) THE SUBJECT PARCELS ARE LOTS 2, 2-1 AND 2B ON THE TOWN OF AUBURN TAX MAP 24. THE OWNER OF RECORD FOR LOT 2 IS JAMES E. HATHAWAY OF 5 FINCH LANE, AUBURN, NH 03032. SEE RCRD V. 5783 P. 2194. THE OWNER OF RECORD FOR LOTS 2-1 AND 2B IS THE CITY OF MANCHESTER WATER WORKS DEPARTMENT OF 281 LINCOLN STREET, MANCHESTER, NH 03103. SEE RCRD V. 903 P. 203 & V. 940 P. 252.
- 2.) THE SUBJECT PARCEL IS ZONED COMMERCIAL (C-2). MINIMUM LOT SIZE IS 2 ACRES. MINIMUM LOT FRONTAGE = 200'. SETBACKS ARE AS FOLLOWS: FRONT = 50', SIDE = 30' AND REAR = 50'. WETLANDS SETBACK = 125'. THE SETBACKS SHOWN ARE FOR REFERENCE ONLY AND NEED TO BE VERIFIED WITH THE ZONING COMPLIANCE OFFICER.
- 3.) THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED BY THIS OFFICE IN DECEMBER OF 2018. I, JOSEPH M. WICHERT, NHLS #783, CERTIFY THAT THE WORK WAS PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION.
- 4.) THE INTENT OF THIS PLAN IS ADJUST THE LOT LINES BETWEEN LOTS 24-2, 24-2-1 AND 24-2B SUCH THAT THE HOUSE NO LONGER ENCLOSES ONTO LOT 2-1 AND THE EXISTING YARD AND IMPROVEMENTS ARE LOCATED ON THE SUBJECT PROPERTY. THE REMAINDERS OF LOT 24-2B & LOT 24-2-1 ARE TO BE MERGED INTO LOT 24-2-1. APPROVAL OF THIS PLAN WILL RESULT IN NO NEW BUILDING LOTS AND THE REDUCTION OF ONE TAX LOT. PARCELS A, B & C ARE NOT TO BE CONSIDERED SEPARATE BUILDING LOTS BUT WILL HENCEFORTH BE COMBINED WITH AND BECOME PART OF LOTS 2-1 AND 2 RESPECTIVELY. SEE THE PLAN VIEW FOR DIMENSIONS AND THE AREA TABLE FOR THE EXISTING AND PROPOSED AREAS OF THE VARIOUS LOTS AND PARCELS.
- 5.) THE EXISTING DWELLING ON LOT 24-2 IS SERVICED BY MUNICIPAL WATER AND ON SITE SEPTIC SYSTEM.
- 6.) THE HORIZONTAL AND VERTICAL DATUM OF THIS PLAN ARE NAD 83/11 AND NAVD 88 RESPECTIVELY, AND WERE ESTABLISHED ON SITE BY STATIC GPS OBSERVATIONS MADE BY THIS OFFICE IN DECEMBER OF 2018.
- 7.) THE SUBJECT PARCEL IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER THE FLOOD INSURANCE RATE MAP, ROCKINGHAM, NEW HAMPSHIRE, MAP NUMBER 33015C 0145E. EFFECTIVE DATE: 17 MAY 2005.
- 8.) THE UTILITY INFORMATION SHOWN IS BASED ON THE ABOVE GROUND LOCATION OF VISIBLE UTILITIES. THE CONTRACTOR NEEDS TO FIELD VERIFY ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THIS OFFICE DOES NOT GUARANTEE THE LOCATION AND ACCURACY OF THE UTILITY DATA. DIG SAFE SHALL BE CONTACTED 72 HOURS PRIOR TO COMMENCING ANY CONSTRUCTION (811).
- 9.) STATUS OF APPROVALS:
NHDES SUBDIVISION APPROVAL: N/A LOT LINE ADJUSTMENT ONLY

TAX MAP 24 LOT 1A
MANCHESTER WATER WORKS
281 LINCOLN STREET
MANCHESTER, NH 03103
V. 1668 P. 236

RANGE AVENUE
40' WIDE PAPER STREET
(SEE PLAN REF. #1)

TAX MAP 24
LOT 2-1
EXISTING
4,697 S.F.±
0.1078 ACRES±
PROPOSED
10,526 S.F.±
0.2416 ACRES±

TAX MAP 24 LOT 5
CARLTON JOSLYN JR.
9 CARDINAL ROAD
AUBURN, NH 03032
V. 5810 P. 2891

TAX MAP 24
LOT 2
EXISTING
11,429 S.F.±
0.2624 ACRES±
PROPOSED
14,000 S.F.±
0.3214 ACRES±

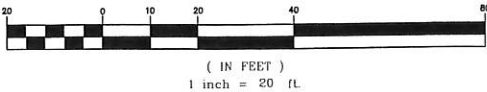
TAX MAP 24 LOT 3
605 PROPERTIES, LLC
497 HOOKSETT ROAD SUITE 273
MANCHESTER, NH 03104
V. 5322 P. 2845

TAX MAP 24 LOT 3-1
STATE OF NH
PO BOX 483
CONCORD, NH 03301
V. 1566 P. 146

TAX MAP 24 LOT 2C
STATE OF NH
PO BOX 483
CONCORD, NH 03301

TAX MAP 24
LOT 2B
EXISTING
8,400 S.F.±
0.1928 ACRES±
PROPOSED
TO BE MERGED
WITH LOT 2-1

GRAPHIC SCALE



COPYRIGHT 2018 JOSEPH M. WICHERT, L.L.S., INC.

NO.	DATE	DESCRIPTION	BY

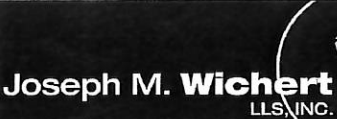
LOT LINE ADJUSTMENT & CONSOLIDATION PLAN FOR
JAMES E. HATHAWAY
TAX MAP 24 LOT 2 – 5 FINCH LANE
CITY OF MANCHESTER WATER WORKS
TAX MAP 24 LOTS 2-1 & 2B – FINCH LANE
AUBURN, NEW HAMPSHIRE

DATE: 14 DECEMBER 2018

SCALE: 1" = 20'

LOT LINE ADJUSTMENT PLAN BY:

802 AMHERST STREET
MANCHESTER, NH 03104
TEL: (603) 647-4282 OR 736-8203
FAX: (603) 623-1910
WEB: WWW.JMWLLS.COM



LAND SURVEYOR & SEPTIC SYSTEM DESIGNER

SHEET S1 SHEET 1 OF 1

F.B. 587 P. 52 JOB #2018186

no delegation had been made. RSA 674:40-a, II. The select board must hold a public hearing prior to exercising this delegated authority to accept a road. RSA 674:40-a, III.

A highway accepted by the select board under this statute is automatically considered a Class V highway, subject to a municipality's duty of regular maintenance under RSA Chapter 231, unless it is otherwise designated "pursuant to statute." RSA 674:41-a, IV.

Planning Board Has No Acceptance Authority. Although planning board approval may often be a crucial prerequisite to the acceptance or layout of a highway under RSA 674:40 and 674:40-a, action by the planning board alone cannot constitute acceptance of a highway. For example, the fact that an approved plat showing the road has been recorded may constitute a dedication, but it does not constitute acceptance by the town. See RSA 674:38; Neville v. Highfields Farm, Inc., 144 N.H. 419 (1999); Beck v. Auburn, 121 N.H. 996 (1981).

Planning Board/Governing Body Consistency. Attorney Peter Loughlin, in his treatise, 16 N.H. Practice § 45.02, and Attorney H. Bernard Waugh, in the original edition of *A Hard Road to Travel*, suggest that if a developer has been led or allowed by local officials to believe that as long as local subdivision and zoning regulations are complied with the road will become a public street, then the select board or council might be forced to accept it, under an estoppel theory. Therefore:

- Planning boards should state clearly in their regulations, and also emphasize to every developer orally, that board approval of a street does not constitute acceptance as a highway or guarantee that the town will ever take over responsibility for the street. See Jackson v. Ray, 126 N.H. 759 (1985), where the Court denied estoppel-type relief because no one had ever told the plaintiff his roads would become town highways. See also Hermel and Denyse Fortier Revocable Trust v. Loudon, No. 080913 (N.H. August 9, 2013) (unpublished 3JX Opinion of the New Hampshire Supreme Court).
- Local officials should develop a consistent municipal road policy so that streets constructed to the standards approved by the planning board eventually are accepted, and those that aren't constructed to those standards are not accepted.

RSA 231:133 requires that any new highway, either accepted or laid out, must be assigned a name as part of the process. (See discussion later in this chapter.)

Lag Time between Dedication and Acceptance: 'Paper Street'

"Paper street" is a term applied to a street shown on a recorded plan—a dedicated street—but one that has never been accepted by the town or city. Typically these streets exist on paper only. In 1912, in Harrington v. Manchester, 76 N.H. 347 (1912), the Court held that a dedication was considered permanent, and that a city could accept the highway at any later time, which was 38 years later in that case. But in 1913, one year after the Harrington decision, the legislature enacted the precursor to what is now RSA 231:51, which automatically terminated a dedication if no acceptance occurred within 20

years. Then in 1989, the legislature altered that statute so that now the governing body "may" vote to release a dedicated way after the 20-year period. So for new dedications, there is no longer an automatic termination and, again, the dedication might last indefinitely if the municipality takes no action.

In summary, if a paper street was dedicated by the owner between 1893 and 1969, the dedication ended automatically unless acceptance by the municipality occurred within 20 years. Otherwise, terminating a dedication took, and now again takes, an act of the governing body.

Release Procedure. Today if a governing body wants to release a highway dedication (paper street) after the end of the 20-year period, all it takes is a simple vote of the governing body. On the other hand, if the release occurs before the end of the 20 years, RSA 231:52 requires the same complex procedure as for highway layouts, including notice to abutting property owners and a public hearing, and provides for appeal of the governing body decision to superior court. This is a complicated process, so it is advisable to work closely with the municipality's attorney.

What If a 'Paper Street' Is Never Accepted? If subdivision lots fronting a paper street that never gets accepted are sold, those lots often have no other access. Since it is well settled that abutters are presumed to own title to the center of a street or way (see Chapter 1), the owners of front lots sometimes claim possession of the paper street and try to block access to the back lot owners. That is what happened in *Duchesnaye v. Silva*, 118 N.H. 728 (1978). But the Court held that, although the front lot owners did own the "soil" to the center of the platted streets abutting their lots, every back lot owner nevertheless had an implied easement of access over those paper streets. These implied easements are not just a personal right to pass over them, but also the right to develop them from end to end for public access to the owner's property.

These situations are private property rights disputes, which municipal officials have no jurisdiction to settle. Therefore, the municipality should try its best to stay out of these disputes. If the municipality has been petitioned for a highway layout, which can occur even if a prior dedication has been released, then the municipality does have jurisdiction.

Buildings on a 'Paper Street.' Although planning board approval doesn't constitute highway acceptance, planning board approval is usually sufficient to give the owner the right to build on a lot for which that paper street provides the sole access (that is, frontage). RSA 674:41, I(b). However, buildings on a street approved by the planning board cannot be used or occupied until the street has been completed to the specifications mandated by the planning board, unless the board itself has voted to allow such occupancy. RSA 676:12, V. For more about the links between roads and land development, see Chapter 7.

Prescription

The most important streets in many municipalities may have no written records showing how they became public highways. Nobody doubts that they are highways, but nobody knows of any actual layout,

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: April 10, 2019

Re: Renewal of Health, Dental, Life, Short-term and Long-term Disability Coverage

The Town has recently received the attached report from the HealthTrust that the Board of Directors set the rates to be charged for the ensuing year at their meeting on March 19, 2019.

The HealthTrust provides all individual members with a Guaranteed Maximum Rates (GMR) in October for budget purposes, while the rates are formally set around March. This year, the GMR provided to Auburn ends up being the rate that was actually set for the coming year.

Auburn's health insurance rate increase has been set at 4.9%, which is the rate increase that was used to calculate the Town's operating budget for 2019. The dental coverage reflects a 2.3% increase.

Auburn's renewal would be effective for the July 1, 2019 through June 30, 2020 year. So this rate increase affects the last six months of the expenses for 2019 and will carry over for the first six months of 2020.

We've attached the GMR Medical Rate Exhibit received in October 2018, in addition to the information package dated March 22, 2019 from Health Trust that documents the actual rates set for all coverages.

We recommend the Board complete the process for the health, dental, life, short-term and long-term disability coverage for the coming year by acting on the following motion:

Move to accept the renewal rates offered by HealthTrust for medical, dental, life, short-term and long-term disability coverages for the period of July 1, 2019 through June 30, 2020, and to authorize the Town Administrator to execute the renewal transmittal forms by the required June 7, 2019 deadline.

Thank you for your consideration.

Attachments



Medical Rate Exhibit
Town of Auburn

Rating Renewal: July
Rating Tier: Small
Rating Type: Standard

Current Benefit Option(s)	Enrollment Type	Enrollee Counts	7/18 Rates	7/19 GMR Rates	% Change
AB10(07S)-RX10/20/45/3K(S)	Single	9	\$809.51	\$849.18	4.9%
	2-Person	6	\$1,619.02	\$1,698.35	4.9%
	Family	4	\$2,185.68	\$2,292.77	4.9%
MC3(07S)-RX10/20/45(SCY)	Single	2	\$520.04	\$545.52	4.9%
MCNRX(07S)	Single	0	\$207.98	\$218.17	4.9%
Monthly Total		21	\$26,782.51	\$28,094.84	4.9%

Alternative Benefit Option(s): As you consider your benefit offerings for July 1, 2019, please refer to the sampling of Benefit Option(s) provided below. It is important to note that not all of the sample plans listed below can be offered along with your current Benefit Option(s). Your Benefits Advisor is available to help you select the plans that best meet your Group's needs and work within HealthTrust's underwriting guidelines.

Alternative Benefit Option(s)	Enrollment Type	7/19 GMR Rates
AB20(07S)-R10/25/40M10/40/70/3K(S)	Single	\$788.26
	2-Person	\$1,576.51
	Family	\$2,128.29
ABSOS20/40/1KDED(07S)-R10/25/40M10/40/70/5K(S)*	Single	\$635.40
	2-Person	\$1,270.79
	Family	\$1,715.57
MC3(07S)-R10/25/40M10/40/70(SCY)	Single	\$527.77

**Maximum of 50% Employer funding of deductible allowed.*



March 22, 2019

Mr. James Headd
Chairman, Board of Selectmen
Town of Auburn
PO Box 309
Auburn, NH 03032

Dear Mr. Headd:

Enclosed are the final rates for your Group's renewal of medical coverage for the period of July 1, 2019 through June 30, 2020 for your current benefit plan options. Also included are the renewal rates for dental, life, short-term and long-term disability coverage, if applicable. Your Benefits Advisor, Teresa Williams, can work directly with you to provide alternative benefit options and applicable rates.

The revisit rates were set by the HealthTrust Board of Directors (HealthTrust Board) on March 19, 2019 as the last step in our comprehensive rate setting process. This rating process began last October, when the Guaranteed Maximum Rates (GMR) were established. The GMR provides you with guaranteed maximum rates for budgeting purposes. In March, the Board sets the final "revisit" rates which use the most current claims and cost data available in order to provide you with the most competitive rates possible. Finally, when the HealthTrust Board adopts the revisit rates, it takes into consideration the feedback received from two public hearings and the recommendation of the Finance & Personnel Committee.

MEDICAL COVERAGE

Medical Rates

The Revisit Rate adjustment for all Member Groups renewing medical coverage for July 2019 is an overall average increase of 7.3%, a reduction of 1% from the Guaranteed Maximum Rate (GMR) issued in October 2018. ***Your Group's rate change will vary from this overall increase based in part on your Group's own claims experience.*** If you are a Group in the "50 and Under Rating Unit," or part of a combined rating unit, your rate reflects the claims experience of that combined group.

Approximately 91.8% of the overall medical rates charged for this revisit, net of investment income, are for expected claims, 3.5% for claims administration, 1.5% for wellness and SmartShopper, and 1.4% for HealthTrust's operations. The remainder of the rate is for required state vaccine fees (0.2%) and risk charges recommended by the actuary (1.6%).

The overall revisit rate is less than the GMR primarily due to the prescription drug trend assumption being more favorable than in the fall and the removal of the GMR risk charge. The reduction in projected prescription drug trend is due to more favorable drug pricing negotiated by HealthTrust on your behalf.

The following chart shows the various factors resulting in the actuaries' reduced overall Revisit Rate as compared to the GMR:

Rating Item	Rating Impact	Resulting Rate
Overall GMR		8.3% (GMR)
Removed GMR risk charge	-2.0%	6.3%
Updated claims & enrollment by five months	+0.1%	6.4%
Updated completion factors	+0.3%	6.7%
Updated future medical trend assumption	+1.1%	7.8%
Updated future drug trend assumption	-0.7%	7.1%
Updated NH vaccine fee	-0.1%	7.0%
Updated Anthem EPHC fee	-0.1	6.9%
Updated SmartShopper fee	-0.1%	6.8%
Updated investment income	<±0.1%	6.8%
Updated capital maintenance and risk charges	+0.5%	7.3% (Overall Revisit)

Medical Plan Relativities

HealthTrust works with its actuaries to determine the relative cost of the different benefit options HealthTrust offers. In reviewing the relativities currently in place, it has been determined that no adjustments are required for this renewal. Therefore, the percent of change for each benefit option on the enclosed *Medical Rate Exhibit* is the same as the overall percentage of change for your Group.

Medical Rate Exhibit

On the enclosed *Medical Rate Exhibit*, we have included monthly contribution rates for your existing medical and prescription benefit options. We have also included some plan options that you may be interested in considering as alternatives. Your Benefits Advisor is available to review these changes, to discuss options, and to provide cost sharing schedules for any alternative plans that you may be considering. Please know that your Benefits Advisor is always available to assist you in this process.

You Asked, We Listened – New Benefit Plans and Enhancements

HealthTrust has been gathering feedback from Members regarding the benefit options and services it offers. Based on Member feedback, HealthTrust is implementing exciting new enhancements, benefit plan options, and service updates for 2019, which are outlined below. More detail regarding these enhancements can be found in the *2019 Plan Updates and Enhancements* flyer enclosed with this letter.

LiveHealth Online Copay Enhancement – Effective 7/1/19

Copays have been lowered to encourage Enrollees to use this cost-effective service option. The cost for a LiveHealth Online “medical office visit” has been reduced from the current standard PCP visit copay to just \$10 for all benefit options (with the exception of current benefit options that have a \$5 PCP visit

copay, which will remain at \$5; and the Lumenos and new ABHD/5K/20COIN plans, for which the visit cost would be subject to deductible).

New Benefits for Autism Services – Effective 7/1/19

New benefits will now be available for pervasive developmental disorders and autism under all medical plans except Medicomp Three. The new coverage will include Applied Behavioral Analysis that is Medically Necessary to treat pervasive developmental disorder or autism.

Applied Behavior Analysis means the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in behavior, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

Notice and details of this plan enhancement will be sent to all July renewal medical groups and to covered enrollees prior to July 1, 2019.

Reduced Access Blue Site of Service (SOS) and AB15/40IPDED Plan Copay– Effective 7/1/19

Copays lowered from the specialty copay amount to the lower PCP copay amount for the following:

- Physical/ Occupational/Speech Therapy
- Chiropractic services
- Acupuncture services
- Cardiac Rehabilitation services
- Walk-in Facilities (such as ConvenientMD, ClearChoiceMD, and CVS MinuteClinics)

New HSA Qualified High Deductible Health Plan Option

HealthTrust will now be offering a new Health Savings Account (HSA)-qualified High Deductible Health Plan benefit option, which utilizes the same Access Blue New England network as the current HMO and SOS benefit options. This new benefit option, known as ABHD/5K/20COIN, will now be our lowest-cost medical plan offering, providing Member Groups with a less expensive alternative that may be paired with a qualified HSA or HRA. Contact your Benefits Advisor to request a cost sharing schedule and rates for this plan.

New Site of Service (SOS) Benefit Option

HealthTrust will now be offering a new lower cost Site of Service option which will have the lowest rates of all our SOS plan offerings. This new plan, known as ABSOS30/60/5KDED, allows Member Groups to have a full range of comprehensive Site of Service benefit options. It is important to note that this new SOS plan does have higher copayments, deductibles, and maximum out-of-pocket limits than our other SOS options. Contact your Benefits Advisor to request a cost sharing schedule and rates for this plan.

BENEFIT ADVANTAGE **HRA and FSA Services**

HealthTrust provides Health Reimbursement Arrangement (HRA) and Flexible Spending Account (FSA) services through its Benefit Advantage program. Highlights of this service option include:

- No separate Benefit Advantage (HRA or FSA) administrative fees for participants who are enrolled in one of the following HealthTrust medical plan benefit options:
 - AB15/40IPDED

- ABSOS20/40/1KDED
- ABSOS25/50/3KDED
- ABSOS30/60/5KDED – *New benefit option available*
- ABHD/5K/20COIN – *New benefit option available*
- Lumenos
- Automatic HRA claims feeds from Anthem
- User-friendly website with direct-deposit option
- HealthTrust Benefit Advantage mobile app enables participants to view their account balances, capture and upload pictures of their receipts and submit and track claims.

For FSA participants who are not enrolled in one of the medical plan benefit options listed above, the FSA administrative fee for the 2019 plan year will remain at \$2.75 per participant per month.

Our Benefit Advantage HRA includes some underwriting guidelines relative to the employer funding of the deductible and plan design requirements. Please contact your Benefits Advisor for more details.

DENTAL COVERAGE

For Member Groups currently participating in HealthTrust's dental coverage, there is an increase of 2.3% to current rates. Please see the enclosed transmittal for the renewal rates specific to your benefits option(s).

SHORT-TERM DISABILITY COVERAGE

For Member Groups currently participating in HealthTrust's Short-Term Disability coverage, there is a reduction of 6.6% in the base rates for the plan year beginning July 1, 2019. ***However, your Group's actual rate adjustment will vary depending on your Group's experience and demographic makeup.*** Please see the enclosed transmittal for your specific renewal rates.

LIFE AND LONG-TERM DISABILITY COVERAGE

For Member Groups currently participating in HealthTrust's Long-Term Disability (LTD) and Life coverages, your rate will not change for your existing benefit amounts. Please see the enclosed transmittal for your actual rates for the upcoming renewal.

CAPITAL ADEQUACY RESERVE LEVEL

Annually the HealthTrust Board determines the target level for HealthTrust's capital adequacy reserve. The purpose of a capital adequacy reserve is to ensure that all future obligations for the payment of claims and expenses are fully paid even if HealthTrust's actual experience differs from the rating assumptions used to set the contribution rates.

HealthTrust locks in the rates it charges for future coverage based on the actuaries' best information known at this time. However, actual future claims costs may be significantly higher than predicted for numerous reasons. The capital adequacy reserve exists to make sure HealthTrust can pay claims and expenses even if future performance differs from the projections used to set rates. This is different than

the IBNR (incurred but not reported) reserves that cover claims that happened in the past, but have not yet been reported for payment.

The HealthTrust Board has established a policy that it shall rely on the opinion of a qualified actuary using a sound actuarial methodology to determine the target capital adequacy reserve level for HealthTrust to meet its obligations to pay claims and expenses, even if the rating assumptions end up being too low. This policy is consistent with the NH Supreme Court's 2014 decision which addresses how such reserves should be set.

HealthTrust retained the Milliman firm, one of the preeminent actuarial firms in the country, to determine, using an actuarially sound methodology, how much capital adequacy reserve HealthTrust needs as of the start of the fiscal year. Milliman recommended that HealthTrust should target a capital adequacy reserve level of at least \$85 million. This amount provides HealthTrust with a 95% confidence level that it can meet all its obligations over a 5-year period, provided it has pricing flexibility to respond to adverse situations as they develop. Milliman recommends that HealthTrust use that confidence level as it provides only a 5% chance of insolvency over the next five years.

Based on this actuarial recommendation, the HealthTrust Board established a capital adequacy reserve target level of \$85 million as of June 30, 2018.

RETURN OF SURPLUS

After the Board sets the capital adequacy reserve level, it determines whether there is any surplus to return to Members. Since the ending Net Position in HealthTrust's 2018 Fiscal Year audited financial statement was \$79.5 million, which is below the \$85 million capital adequacy reserve target, there was no Return of Surplus to Members for the 2018 Fiscal Year.

IMPLEMENTING PLAN CHANGES

Timeline

Your Benefits Advisor, Teresa Williams, will be contacting you to discuss the renewal and work with you to review available options and assist with any changes you may be considering. Please note that requests for any coverage changes as of July 1, 2019 must be communicated to us and **completed prior to May 24, 2019.**

Renewal Deadlines

Signed renewal transmittal forms must be returned to HealthTrust by **June 7, 2019** to renew coverage for July 1, 2019.

Benefit Education Sessions

Whether you are making changes or not, it is important to keep your employees well informed of the benefits offered to them as valued employees of your organization. We encourage you to schedule benefit education sessions with your Advisors so employees can better understand their benefit plans, medical consumerism, their wellness programs and how they can access tools and resources through the HealthTrust Secure Enrollee Portal.

Thank you for your continued participation with HealthTrust. If you have any questions or concerns, please do not hesitate to contact Teresa at 800.527.5001.

Sincerely,

A handwritten signature in blue ink that reads "Wendy Lee Parker". The signature is fluid and cursive, with the first name "Wendy" being the most prominent.

Wendy Lee Parker
Executive Director

Enclosures

cc: James Huard, Police Union President, Town of Auburn



Medical Rate Exhibit
Town of Auburn

Rating Renewal: July
Rating Tier: Small
Rating Type: Standard

Current Benefit Option(s)	Enrollment Type	Enrollee Counts	7/18 Rates	7/19 RV Rates	% Change
AB10(07S)-RX10/20/45/3K(S)	Single	8	\$809.51	\$849.18	4.9%
	2-Person	7	\$1,619.02	\$1,698.35	4.9%
	Family	5	\$2,185.68	\$2,292.77	4.9%
MC3(07S)-RX10/20/45(SCY)	Single	2	\$520.04	\$545.52	4.9%
MCNRX(07S)	Single	0	\$207.98	\$218.17	4.9%
Monthly Total		22	\$29,777.70	\$31,236.78	4.9%

Alternative Benefit Option(s): As you consider your benefit offerings for July 1, 2019, please refer to the sampling of Benefit Option(s) provided below. It is important to note that not all of the sample plans listed below can be offered along with your current Benefit Option(s). Your Benefits Advisor is available to help you select the plans that best meet your Group's needs and work within HealthTrust's underwriting guidelines.

Alternative Benefit Option(s)	Enrollment Type	7/19 RV Rates
AB20(07S)-R10/25/40M10/40/70/3K(S)	Single	\$788.26
	2-Person	\$1,576.51
	Family	\$2,128.29
ABSOS20/40/1KDED(07S)-R10/25/40M10/40/70/5K(S)*	Single	\$635.40
	2-Person	\$1,270.79
	Family	\$1,715.57
MC3(07S)-R10/25/40M10/40/70(SCY)	Single	\$527.77

*Maximum of 50% Employer funding of deductible allowed.

Town of Auburn ("Member")

Member hereby elects the following HealthTrust, Inc. ("HealthTrust") coverage(s):

Medical Coverage and Rates

July 2019 Medical Renewal

The following rates shall apply from July 1, 2019 to June 30, 2020

Rating Renewal July
Probationary Period 0M

Rating Tier Small
Rating Type Standard

Benefit Option(s)	Single	2-Person	Family
AB10(07S)-RX10/20/45/3K(S)	\$849.18	\$1,698.35	\$2,292.77
MC3(07S)-RX10/20/45(SCY)	\$545.52		
MCNRX(07S)	\$218.17		

Monthly rates and continued Member Group coverage are subject to applicable HealthTrust minimum participation requirements including, without limitation:

- 1) at least 75% participation of Eligible Employees who do not otherwise have group medical coverage; and
- 2) Employees who elect to cover dependents must enroll all of their Eligible Dependents (other than dependent children age 19 and over) who do not otherwise have group medical coverage.

HealthTrust reserves the right to change the rates at any time if there is a 10% or more increase or decrease in enrollment.

*PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

None

=====

Dental Coverage and Rates

July 2019 Dental Renewal

The following rates shall apply from July 1, 2019 to June 30, 2020

Rating Renewal July
Probationary Period 30D

Benefit Option(s)	Single	2-Person	Family
OPTION 1	\$43.20	\$83.60	\$152.12

Monthly rates and continued Member Group coverage are subject to applicable HealthTrust minimum participation requirements including, without limitation:

- 1) at least 75% participation of Eligible Employees who do not otherwise have group dental coverage; and
- 2) Employees who elect to cover dependents must enroll all of their Eligible Dependents (other than dependent children age 19 and over) who do not otherwise have group dental coverage.

BENEFIT SCHEDULE

Benefit Option(s)	Coverage A	Coverage B	Coverage C	Plan Year	Coverage D	Coverage D	Deductible
				Maximum		Maximum	
OPTION 1	100%	80%	50%	\$1,000	50%	\$1,000	\$25/\$75

*PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

None

=====

Short-term Disability Coverage and Rates

July 2019 STD Renewal

The following rates shall apply from July 1, 2019 to June 30, 2020

Rating Renewal July
Carrier ID # 217

BENEFIT SCHEDULE

Class	Class Name	Probation- ary Period	Benefit Amount (%)	Maximum Weekly Benefit	Maximum Benefit Period	Waiting Period	
			of Base Weekly Earnings)			Accident	Illness
1	All Eligible Employees	0M	66.67%	\$700	52 weeks	8 days	8 days

CONTRIBUTORY STATUS AND PARTICIPATION REQUIREMENTS

Class	Class Name	Contributory Y/N	Participation
1	All Eligible Employees	N	100%

RATE

For Each \$10 of Weekly Benefit Per Month	\$0.41
---	--------

Monthly rates and continued Member Group coverage are based on 75% participation of Eligible Employees if contributory status is Y or 100% participation if contributory status is N, per applicable HealthTrust minimum participation requirements.

*PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

-Pregnancy covered the same as an illness.

=====

Life Coverage and Rates

July 2019 Life Renewal

The following rates shall apply from July 1, 2019 to June 30, 2020

Rating Renewal July
Carrier ID # 217
BAE means Base Annual Earnings

BASIC LIFE BENEFIT SCHEDULE

Class	Class Name	Probation- ary Period	Coverage	AD&D	Guarantee Issue	Maximum Benefit
1	All Eligible Employees	0M	\$50,000	\$50,000	\$50,000	\$50,000

CONTRIBUTORY STATUS AND PARTICIPATION REQUIREMENTS

Class	Class Name	Basic Life		Supplemental		Dependent	
		Contributory Status Y/N	Basic Life Participation	Contributory Status Y/N	Supplemental Participation	Contributory Status Y/N	Dependent Participation
1	All Eligible Employees	N	100%	N/A	N/A	N/A	N/A

RATES

BASIC LIFE FOR EACH \$1,000 OF BENEFIT	\$0.18
BASIC AD&D FOR EACH \$1,000 OF BENEFIT	\$0.04

Monthly rates and continued Member Group coverage are subject to applicable minimum participation requirements including, without limitation: 75% participation of Eligible Employees if contributory status is Y or 100% participation if contributory status is N for Basic Life. Other requirements may apply.

*PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

-Basic Life Evidence of Insurability required for: Any amount in excess of the Guarantee Issue; all late applicants (contributory groups only); salary increases greater than \$25,000.
-Life and AD&D benefits reduce to 50% at age 70.

=====

BILLING SERVICES

Member Group has separately contracted with HealthTrust for the following Billing Services with respect to any selected medical and dental plan coverages:

[X] COBRA [X] Retirees

=====

Additional Terms

SBC Compliance: HealthTrust, Inc. agrees to prepare and provide Member with a Summary of Benefits and Coverage ("SBC") for each medical plan coverage option listed on this transmittal. Member must distribute the SBCs to applicable eligible individuals. These obligations will be performed in accordance with (i) the statutory and regulatory requirements for SBCs under the Affordable Care Act ("ACA"), and (ii) related SBC compliance information provided to Member by HealthTrust, Inc.

Maximum Probationary Period Compliance: Member represents that the eligibility conditions and probationary period requirements for enrollment in each medical plan coverage option listed on this transmittal comply with the 90-Day Maximum Waiting Period rule of the ACA.

Member agrees that the coverages elected herein are subject to the terms and conditions of the HealthTrust Membership Agreement, the HealthTrust Bylaws and applicable Coverage Documents.

Member hereby authorizes HealthTrust, Inc. to execute and deliver any and all documents necessary to effectuate the enrollment of the Member and its Employees into the coverage(s) listed on this transmittal.

For the Member, duly authorized

Title

Date

For HealthTrust, Inc.

Title

Date

**Town of Auburn
Board of Selectmen
March 25, 2019
7:30 PM**

Selectmen Present: Richard Eaton, Keith Leclair and Todd Bedard

Others Present Mike DiPietro, John Rolfe, Mary Anne Rolfe, Michael Rolfe, Russell Sullivan, Paula Marzloff, Road Agent Michael Dross, Linda Dross, Marion Miller, Cynthia McLaughlin, Dale Phillips, Fire Chief Mike Williams, Tom Lacroix, Tax Collector Susan Jenkins, Deputy Fire Chief Robert Seling, Town Administrator William Herman and Nancy Hoijer, Recording Secretary

Call to Order – Pledge of Allegiance

Mr. Eaton called the meeting to order at 7:30 pm.

Election – Board of Selectmen Chair and Vice-Chair

Mr. Leclair moved to appoint Richard Eaton as Chair of the Board of Selectmen which term is for one year. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Mr. Bedard moved to appoint Keith Leclair as Vice-Chair of the Board of Selectmen which term is for one year. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.

Approval of Payroll Manifest for the Week of March 18, 2019 - \$49,465.43

Mr. Leclair motioned to approve the Payroll Manifest for the Week of March 25, 2019 in the amount of \$49,465.43. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Approval of Accounts Payable Manifest for the Week of March 25, 2019 - \$262,522.71

Mr. Leclair motioned to approve the Accounts Payable Manifest for the Week of March 25, 2019 in the amount of \$262,522.71. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Approval of Consent Agenda for the Week of March 25, 2019

Mr. Eaton read out loud and offered for inspection a copy of the Consent Agenda for the Week of March 25, 2019 some of which included: two (2) Tax Collector's Warrant/Land Use Change Tax; one (1) Collective Bargaining Agreement/Auburn Police Union; one (1) Abatement Application to Municipality; three (3) Applications for Property Tax Credit/Veteran's Credit; one (1) Raffle Permit/Cash Prizes and two (2) Correspondence.

Mr. Leclair motioned to approve the Consent Agenda for the Week of March 25, 2019. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Appointments with the Board

Fire Chief Michael Williams

Fire Chief Williams reported 33 incidents for the month of February with 17 being rescue/EMS, 5 service calls, 4 hazardous conditions, 3 alarms, 3 Good intent calls and 1 reported under fires/all other.

Chief Williams noted key points in his report included meeting with the state Fire Marshall who came to help with exporting the files to the State, which is supposed to be done monthly and needed to be caught up. All of 2019 are complete and 2018 is being done as it was never worked on.

Chief Williams noted the State Forest Land training session will be held on March 27th at 6 PM.

Chief Williams reported one new hire, Sean Hall who is undergoing Firefighter level 1 school right now and is an EMT.

Chief Williams reported the door which was damaged by a vendor/driver is being repaired; the door has been ordered and will have it in two weeks. The vendor's insurance is not paying 100% so the contractor agreed to pay the difference.

Chief Williams reported he met at Station 2 with Mr. Eaton concerning the mold and floor issue. Lieutenant Phillips is inventorying all small tools and equipment. Lieutenant Barsaleau is completing the inventory of personal protective equipment and inspecting all PPE soon; which Chief Williams noted was a huge concern of the safety committee to limit exposure to carcinogens.

Mr. Leclair asked if all of the shifts have filled out while Captain Saulnier is out. Chief Williams reported all shifts were covered for the next month to month and a half if necessary.

New Business

Mold Remediation Work – Pingree Hill Fire Station

Mr. Herman advised Mr. Eaton met with Burke Emergency Restoration and obtained a proposal for \$865.00 for the mold remediation work, which does not include painting, for the damage believed to be caused by a back-up of ice a few years ago, the moisture likely sat for a while unnoticed. In general, additional repair work is needed at the Pingree Hill Station including one office can use insulation and ceiling tiles need replacing where they have rusted from water coming in. Fire Chief Williams noted the painting could be done by the station crew.

Mr. Leclair asked whether this was in the budget's general maintenance line and asked what the balance was. Chief Williams reported only a few hundred spent from the budget which is for preventative maintenance. This work was not anticipated and is not in the budget.

Mr. Leclair motioned to approve the expenditure of \$865.19 from the Building Restoration Fund to fix Pingree Hill Station. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Repair of Heating System – Safety Complex

Mr. Herman advised the radiant heat in the Fire Department bay area was damaged when one of the pipes in the floor was punctured in late January while a worker was bolting down an air compressor without realizing there were pipes in the floor for the radiant heat system, which resulted in a \$705.60 repair that was handled by Paradigm Plumbing of Hooksett.

Mr. Herman also advised of a separate issue of a loss of heat in the Community Room and main hallway of the building at the Safety Complex at the end of February due to failure and need of replacement of the motor and blower. The repair was handled by AAA Energy Service with a cost of \$2,609.37.

Mr. Herman advised as these were unanticipated expenses the Board would determine if the expenses could be covered through the Building Fund.

Mr. Bedard motioned to approve the withdrawal and expenditure of a total of \$3,314.97 from the Town Buildings Capital Reserve Fund for the repair of the radiant heat in the bays of the Fire Department and the heating system for the community room and main hallway of the Safety Complex. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.

Designation of Ex-Officio Members to Town Boards, Committees and Commissions

Mr. Leclair agreed to serve on the Budget Committee and Planning Board with a Term to expire in March 2020.

Mr. Eaton agreed to serve on the Highway Safety Committee with a Term to expire in March 2020.

Mr. Bedard agreed to serve on the Parks & Recreation Committee with a Term to expire in March 2020.

Mr. Leclair suggested that an update of those Boards and Committees from the Selectmen representative become a part of the regular meeting agenda moving forward to improve communications all around. The Board members agreed that was a good idea.

Annual Appointments to Town Boards, Committees and Commissions

Mr. Herman provided a list indicating the Board or Commission; the incumbent in the position and the new terms of office for those positions.

Mr. Leclair motioned to reappoint Margaret Donovan to the Conservation Commission with a Term to expire in March 2022. Mr. Bedard seconded the motion, with all in favor the motion passed unanimously.

Mr. Leclair motioned to reappoint Daniel Carpenter and Michael DiPietro to Highway Safety with both Terms to expire in March 2020. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Mr. Leclair motioned to reappoint David Oliveria to the Parks & Recreation Department with a Term to expire in March 2022. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Mr. Leclair motioned to reappoint Mark Wright and elevate Dennis Vieira as a full member of the Zoning Board of Adjustment with both terms to expire in March 2022. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Mr. Herman noted there are still vacancies to be filled on Highway Safety and the Zoning Board of Adjustment.

Auburn Representative to Southern NH Planning Commission

Mr. Herman advised Mr. Worster had indicated his intention to step down as one of Auburn's representatives to the Southern New Hampshire Planning Commission following the April 4th meeting of the Executive Committee. Mr. Herman provided a copy of the RSA concerning regional appointments and advised that at their meeting on March 20, 2019 the Planning Board voted to nominate Paula Marzloff to complete the term of Charles Worster effective upon his relinquishing of the position.

Mr. Bedard motioned to appoint Paula Marzloff to fill the unexpired term of Charles Worster as a representative of the Town of Auburn to the Southern New Hampshire Planning Commission. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.

Application for Restoration of Involuntarily Merged Lots – 180 Appletree Road

Daniel Busa and Marjorie Busa of 180 Appletree Road submitted an Application for Restoration of Involuntarily Merged Lots dated March 3, 2019, for consideration pursuant to RSA 674:39-aa.

Mr. Herman noted the four original lots created in 1961 were sold by the developer in 1963 as one parcel. The current owners would like to have the parcel go back to being four lots.

A zoning determination opinion was provided by the Building Inspector Carrie Rouleau-Cote who expressed she did not see any evidence the lot was involuntarily merged due to any municipal action, as the statute requires

The Town of Auburn Notice further indicates that to qualify "if lots were merged for zoning, assessing or taxation purposes and the merger occurred: during your ownership, without your consent or prior to your ownership, if no previous owner consented to the merger." A copy of the deed dated September 4, 1963 recorded in Book 1686, Page 243 was attached which demonstrated the merger was a willful act by a previous owner, New England Mortgage Investment Corporation.

Mr. Eaton and Mr. Leclair stated they did not see where the lots were involuntarily merged.

Mr. Leclair motioned to deny the Busas' request or Restoration for Involuntarily Merged Lots pursuant to RSA 674:39-aa citing the lots were not involuntarily merged. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Dartmouth Drive – Sink Hole & Water Drainage Issue

Road Agent Dross recommended a note be placed in the file concerning the condition of Dartmouth Drive in the event the closed road is ever reopened. The underdrains appear to be working and Stantec has no idea why a sink hole continues to pop up in the same spot. Mr. Eaton felt the Town should not ignore the current issue and instead should try and ensure it

doesn't get worse. Road Agent Dross recommended running a 4" pipe bilaterally 3' into the subgrade so it won't keep eroding. Road Agent Dross noted he has pipe at the shop and will need to dig down, install the pipe and then patch the road. Mr. Leclair asked for a breakdown of the cost for the labor and paving. Mr. Rolfe recommended if the road is opened back up in the future the ledge should also be cut back. Mr. Dross advised the road was accepted the way it is.

Road Agent Dross will speak with Manchester Water Works about assisting with a gate to close the discontinued portion of the road.

FY '19 Cost of Living Adjustment (COLA)

Mr. Herman advised that effective April 1, 2019 all Town employees are budgeted to receive a 2.5% cost of living increase. The Collective Bargaining Agreement also goes into effect on April 1st which would move up the full-time personnel one labor grade, with the part-time personnel receiving a cost of living increase. Mr. Herman asked the Board if they had any reason to not move forward. Mr. Leclair and Mr. Eaton indicated there were OK with it.

Old Business

Lawn Care and Maintenance Proposal Recommendation

Mr. Herman advised the Town and School District received a total of eight proposals for lawn care and maintenance service in 2019 as of the December 27th deadline for submission. The Board at their January 7, 2019 meeting narrowed the review and considerations to two firms whose proposals totaled \$47,370 and \$48,905 with references to be checked for both.

On March 19th, Cemetery Trustees Don Dollard and Jim Thompson and Parks & Recreation Coordinator Amy Lachance and Town Administrator William Herman met with representatives of both firms. As a result, it became the unanimous recommendation to award the contract to Kenyon Lawn and Property Maintenance, LLC of Auburn. The local company employees 14 workers from Auburn and has four employees in the Lakes Region.

Mr. Leclair asked if the school, who did not need much landscaping work at this time, would be included as part of this contract. Mr. Herman advised we were only looking at the Town of Auburn properties including the cemeteries. The School District will act on their portion of the proposal separately. He indicated the request for proposal was for one year with a right to extend for one or two additional years if mutually in agreement. Mr. Leclair asked about the brush hogging at Wayne Eddows Field. Mr. Herman indicated it was done once or twice a year along the fence at Eddows Field which had been previously done, but he was certain it had been for the past couple of years.

Mr. Leclair motioned to accept the proposal submitted by Kenyon Lawn and Property Maintenance, LLC of Auburn for the lawn care and maintenance work for the Town of Auburn and Auburn cemeteries for 2019. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Other Business

Mr. Herman advised Jim Doherty of Target New England had been earlier in the day and stated he will return at the end of the week or by next week to attend to the painting of the building and the repair of the back corner of the building.

Mr. Dross noted tree work was needed to at least one big limb on the tree in front of the Town Hall, and possibly more. The Board agreed to have the Road Agent have the tree company perform necessary work on the tree.

Next Meetings

Monday, April 8, 2019 – Board of Selectmen Meeting – 7 PM

Minutes

- March 11, 2019 Public Meeting

Mr. Leclair motioned to approve the March 11, 2019 Public Meeting Minutes, as written. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

- March 11, 2019 Non-Public Session

Mr. Leclair motioned to approve the March 11, 2019 Non-Public Meeting Minutes, as written. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.

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

Reputation of someone other than a member of the board and compensation of a public employee.

Mr. Eaton motioned to go into non-public session under 91-A: 3, II (c) and (a) reputation of someone other than a member of the board and compensation of a public employee. Mr. Leclair seconded the motion. A roll call vote was taken: Mr. Eaton – Yes, Mr. Leclair – Yes. Mr. Bedard – Yes. All were in favor, the motion passed unanimously.

The meeting room was closed to the public at 8:07 PM.

Mr. Herman provided a Memorandum dated March 25, 2019 concerning a proposed step increase for Lieutenant Patrick Glennon who had his positive performance evaluation. Fire Chief Williams is recommending a step increase accordingly. Mr. Herman noted that when Lieutenant Glennon's review was done, it was filed in his personnel file with no action taken which was only recently noticed. His anniversary date is October 11th, and if approved, the step increase would be retroactive to his anniversary date.

The meeting room was reopened to the public at 8:56 PM.

Mr. Leclair moved to seal the minutes of the first non-public session. Mr. Eaton seconded the motion, with all in favor, the motion passed unanimously.

Mr. Bedard motioned to approve a step increase for Lieutenant Glennon from a Labor Grade 9, Step 9 to a Labor Grade 9, Step 10 based on a positive performance evaluation. Mr. Leclair seconded the motion, with all in favor, the motion passed unanimously.

Adjourn

Mr. Eaton motioned to adjourn the meeting at 8:56 pm. Mr. Bedard seconded the motion, with all in favor, the motion passed unanimously.

Respectfully submitted,

Nancy J. Hoijer,
Recording Secretary