

**Town of Auburn
Board of Selectmen
July 11, 2016
Town Hall
7:00 p.m.**

() Call to Order – Pledge of Allegiance

() Public Hearing (as previously posted)

Approval of Payroll for Week of July 4th, 2016

Approval of Accounts Payable for Week of July 11th, 2016

Consent Agenda – as of July 11th, 2016

() Appointments with the Board

Building Inspector, Carrie Rouleau-Cote – Update on Online Permitting

Melissa Gates – Update on Manchester Water Works Trail Project

Road Closure Request – Wethersfield Block Party/Road Race

() New Business

Rockingham Road/No Parking Zone

Landfill Monitoring Report

2017-2018 NHMA Legislative Policy Process

() Old Business

Library Roof Proposals

Old Candia Road Culvert Project

Recreation Improvements Over-Expenditure

() Other Business

() Minutes

- June 20th, 2016 Public Meeting
- June 27th, 2016 Public Meeting

() Non-Public Session

Pursuant to the provisions of RSA 91-A:3, II (a) Compensation of Public Employee(s)

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

PUBLIC NOTICE

PUBLIC HEARING AUBURN, NEW HAMPSHIRE

The Auburn Board of Selectmen will hold a public hearing pursuant to the provisions of NH RSA 53-C: 3-a on Monday, July 11, 2016 beginning at 7:00 P.M. at the Auburn Town Hall for the purpose of receiving public comment concerning the proposed extension of the cable television franchise agreement between the Town of Auburn and Comcast of New Hampshire, Inc.

The proposed franchise agreement would continue current franchise agreement terms for an addition 10-years (August 17, 2017 through August 16, 2027).

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

BOARD OF SELECTMEN
AUBURN, NH
May 26, 2016

RENEWAL
CABLE TELEVISION FRANCHISE
FOR
THE TOWN OF AUBURN,
NEW HAMPSHIRE

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AUBURN, NH RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of New Hampshire, Inc., (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Auburn, New Hampshire (hereinafter the "Town") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on August 17, November 19, 2007-1996;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated February 3, 2004 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with the Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Town's Board of Selectmen, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise; and

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service-the lowest tier of service which includes the retransmission of local television broadcast signals.

(b) Cable Act-the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System-the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Auburn, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to

subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service-the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop-the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(f) Effective Date-August 17, 201~~9~~7.

(g) FCC-Federal Communications Commission or any successor governmental entity.

(h) Franchise Fee-payments to be made by the Franchisee to the Franchising Authority, the Town of Auburn and or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(i) Franchising Authority-Board of Selectmen of the Town of Auburn, New Hampshire, or the lawful designee thereof.

(j) Gross Annual Revenues-monthly subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Auburn to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Licensee on behalf of such entity.

(k) Franchisee-Comcast of New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(l) Multichannel Video Programming Distributor-a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service,

or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(m) Outlet-an interior receptacle that connects a television set to the Cable Television System.

(n) Public, Educational and Government (PEG) Access Programming-non-commercial programming produced by any residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License

(o) Person-any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(p) Public, Educational and Governmental Access Channel-a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(q) Public Way-the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Auburn, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Auburn for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee’s Cable System over poles, wires, cables, conductors, ducts,

conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(r) Public Buildings-those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(s) Renewal Franchise or Franchise -this Agreement and any amendments or modifications in accordance with the terms herein.

(t) Standard Installation-the standard one hundred fifty foot (150') Drop connection to the existing distribution system.

(u) Subscriber-a Person or user of the Cable System who lawfully receives Cable Service with the Franchisee's express permission.

(v) Subscriber Network-the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(w) Town-Town of Auburn, New Hampshire.

(x) Video Programming or Programming-Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of RSA 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of New Hampshire, Inc., a New Hampshire Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Auburn. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Renewal Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal Franchise shall be for a period of Ten (10) years and shall commence on August 17, 20~~1~~97, following the expiration of the current Franchise, and shall terminate at midnight on August 16, 20~~2~~47. The term of this Renewal Franchise is subject to all provisions of New Hampshire law and applicable federal law, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE [See RSA 53-C:3-b]

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the Franchising Authorities jurisdiction; provided, however, that in accordance with RSA 53-C:3-b(I) no such Franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: franchise fees; payment schedules; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive Franchise is granted by the Franchising Authority which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Renewal Franchise, the Franchising Authority agrees that it shall amend this Renewal Franchise to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television Franchise is filed with the Franchising Authority, proposing to serve the Town, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Franchisee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television Franchise(s) shall be on equivalent terms and conditions as those contained in this Renewal Franchise.

(d) The issuance of additional Franchise(s) shall be subject to all applicable federal and state laws, including RSA 53-C:3-b and applicable regulations promulgated thereunder.

(e) In the event that the Franchisee believes that any additional Franchise(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Franchisee. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any such additional Franchise(s) are on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(f) Should the Franchisee demonstrate that any such additional Franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall make equitable amendments to this Renewal Franchise within a reasonable time.

(g) In the event that the Franchisee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Franchising Authority from any obligation of its Franchise, then the Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of Franchisee's notification to the Franchising Authority requiring such relief, unless otherwise mutually agreed to. Franchise shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its cable television Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested to justify its

belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than the Franchisee, which is not in any way an affiliate of the Franchisee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be Franchised by the Franchising Authority, and to the extent that the Franchisee reports to the Franchising Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon the Franchisee's Cable System operations in the Town, the Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue. The Franchising Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Franchisee.

- (i) Along with said written request, the Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to present the basis and the reasons for its determination. The Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should the Franchisee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon the Franchisee's Cable System operations in the Town, the Franchising Authority shall make equitable amendments to this Renewal Franchise.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a

waiver of any codes or bylaws of general applicability and not specific to the Cable Television System, the Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to RSA 231:161, permission is hereby granted to the Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of the Franchisee's Distribution Cable. For non-Standard Installations the Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Franchisee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Franchisee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in Town. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 3.2 - SUBSCRIBER NETWORK

The Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz..

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

(a) The Franchisee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent of other unusual installation conditions and requirements.

(b) Nothing in this Section shall require the Franchisee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already have a free Drop or Outlet.

(c) It is understood that the Franchisee shall not be responsible for any internal wiring of such Public Buildings.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs, and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Franchisee upon written demand by the Franchising Authority. However, prior to such repair or restoration the Town should submit a written estimate to the Franchisee of the actual cost of said repair or restoration.

SECTION 4.3 - TREE TRIMMING

The Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town bylaws and regulations.

SECTION 4.4 - BUILDING MOVES

In accordance with applicable laws, the Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

SECTION 4.5 - DIG SAFE

The Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.6 - DISCONNECTION AND RELOCATION

(a) The Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

The Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Franchisee.

(b) Franchisee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of programming changes.

ARTICLE 6

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

The Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time.

SECTION 6.2 - SERVICE INTERRUPTIONS

In the event that the Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Franchisee will grant such Subscriber, upon request, a pro rata credit or rebate of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Franchisee from the Subscriber.

SECTION 6.3 - PROTECTION OF SUBSCRIBER PRIVACY

The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 6.4 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Franchisee shall not be required

to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 6.5 - EMPLOYEE IDENTIFICATION CARDS

All of the Franchisee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Franchisee.

ARTICLE 7

PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 8.2 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy

will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 8.3 - PERFORMANCE BOND

(a) The Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Ten Thousand Dollars (\$10,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (2) the satisfactory restoration of pavements, sidewalks and other improvements;
- (3) the indemnity of the Town; and
- (4) the satisfactory removal or other disposition of the Cable System.

(b) The Franchisee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 8.3(a) herein without the Franchising

Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 8.4 – FRANCHISE FEES

(a) Franchisee shall provide an annual payment to the Franchising Authority equal to three percent (3%) of its Gross Annual Revenues. Said annual payments shall be made on November 30th of each year of the term of this Renewal Franchise based on revenues received during the period of October 1st through September 30th. The first and last payments shall be prorated to reflect the time period for which this Renewal Franchise was in effect.

(b) In accordance with Section 622(b) of the Cable Act, the Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include fees paid pursuant to Section 8.4(a) and any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) payments made pursuant to Section 8.5(a); (ii) interest due herein to the Franchising Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Franchisee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed to in writing by the parties.

SECTION 8.5 – CABLE RELATED FUNDING

(a) The Franchise shall provide, and make payable, funding to the Franchising Authority in the amount of Three Thousand Dollars (\$3,000.00), for cable-related purposes, payable annually on or before January 31. The first payment for 20~~1~~97 shall be made within 60 days of the Effective Date. The Last payment will be on or before January 31, 20~~2~~+6.

(b) In accordance with applicable law, this Franchise Related Cost shall be passed through to Subscribers and shall appear as a line item on Subscribers' monthly bills.

SECTION 8.6 - REPORTS

The Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 8.7 - EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 8.8 - REVOCATION OF FRANCHISE

Upon written notice, the Franchise issued hereunder may, after due process, opportunity to cure and public hearing held by the Franchising Authority pursuant to Section 8.8 herein, and subject to any other rights available to the Franchisee, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 8.3 (Performance Bond) or to maintain insurance as described in Section 8.2 (Insurance);
- (b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;
- (c) For any transfer or assignment of the Renewal Franchise without prior notice to the Franchising Authority in violation of Section 9.9 herein; and
- (d) For repeated failure to comply with the material terms and conditions.

SECTION 8.9 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have ninety (90) days from the receipt of such notice to:

(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such ninety (90) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 8.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 8.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 8.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 8.8(d) above , then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

SECTION 8.10 - TRANSFER OR ASSIGNMENT

This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. The application for consent to an assignment or transfer shall be signed by the Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 8.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

ARTICLE 9

PUBLIC, EDUCATIONAL & GOVERNMENT ACCESS CHANNEL

SECTION 9.1 – PEG ACCESS CHANNEL

The Franchising Authority may request that the Franchisee enter into negotiations on an amendment to this Franchise that outlines the terms and conditions under which a PEG Access channel may be provided to the Town. Franchisee reserves the right pursuant to applicable law to pass any costs associated with the activation, maintenance and use of a PEG channel through to its Subscribers.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to the Franchisee.

Town of Auburn
Attn: Board of Selectmen
47 Chester Road
Auburn, NH 030032

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.
Attn: ~~Senior Director of~~ Government & Community Relations
~~4 Lyberty Way~~ 181 Ballardvale Street – Suite 203
~~Wilmington~~ estford, MA 018876

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
~~1701500 Market Street~~ JFK Blvd
Philadelphia, PA 191032

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

SECTION 10.6 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____ 20____.

TOWN OF AUBURN

By:

Selectman

Selectman

Selectman

COMCAST OF NEWHAMPSHIRE, INC.

By:

~~Kevin M. Casey~~ Tracy L. Pitcher
~~Regional Senior Vice~~ President
~~North Central Division~~ Greater Boston Region

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Municipal Buildings:

Auburn Fire Department	6 Pingree Hill Rd.
Auburn Public Safety Complex	55 Easton Hill Rd.
Auburn Town Hall	47 Chester Rd.
Auburn Village School	11 Eaton Hill Rd.
Griffin Free Public Library	22 Hooksett Rd.

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: June 30, 2016

Re: No Parking Zone – Rockingham Road

At several meetings of the Highway Safety Committee, most recently on May 18, 2016, the Committee has considered and recommended the establishment of a No Parking "zone" on one-side of Rockingham Road in the area of the Auburn Pitts.

This would be in a similar fashion to the post of No Parking on one side of Eaton Hill Road adjacent to the Auburn Village School to prevent traffic blockage and enable safe school bus activity.

In general terms, the suggestion is that "No Parking" signs be placed on the north side of Rockingham Road across the street from the Auburn Pitts. The signs should include approximately a distance of 100-feet beyond both sides of the property at 167 Rockingham Road.

Safety concerns have been raised in the past due to parking at various events being held at the facility where vehicles parking on both sides of Rockingham Road have blocked the road to the extent that emergency vehicles such as fire trucks and ambulances would not be able to pass through on the road.

As the regulators of local roads under state statute (RSA 31:39 – 43, 31:102, 41:11, 47:17 and 231:132-a), in addition to the terms of the Town of Auburn Parking Regulations Ordinance, the Board of Selectmen have the authority to establish such "No Parking" zones if the Board deems it is for the overall public health, safety and welfare.

If you are in agreement with this recommendation, it would be appropriate for the Board to formally record the following vote:

Move to accept the recommendation of the Highway Safety Committee and approve the posting of an approximate 450-foot section of Rockingham Road in the vicinity of the Auburn Pitts for "No Parking" on one-side of the road. And further to authorize the Auburn Police Department to designate the specific area on Rockingham Road to be posted.

Thank you for your consideration.

**Town of Auburn
Highway Safety Committee
May 18, 2016**

Committee Members Present: Mike Dipietro, Chairman; Lt. Ray Pelton and Dan Carpenter

Also Present: Town Administrator William Herman

Mr. Dipietro called the meeting to order at 7:05 PM.

New Business:

Lt. Pelton reported on concerns raised at the May meeting of the Police Commission concerning the area around 278 Chester Road where a number of serious and fatal motor vehicle accidents have occurred. Residents in that immediate area believe the posted 40 MPH speed limit is too fast for the conditions on the ground and should be lowered. Accident statistics compiled by the Auburn Police Department indicate six serious accidents in this immediate area between 2010 and 2016, including one fatality and one motorcycle accident resulting in serious injuries. Committee members felt solutions could include relocating the big yellow speed warning sign that is somewhat hidden behind a tree so it was more visible; the potential placement of chevron signs to highlight the curves in the road; and potentially reducing the speed limit in the immediate area. Lt. Pelton indicated the Police Department would focus some of their upcoming DWI Patrols as possible in this area.

Mr. Dipietro would like to have a letter sent from the Town to NH Department of Transportation requesting that they look at this area of Chester Road (NH Route 121) and attempt to address the concerns.

Mr. Herman provided the Committee members with traffic count reports from the Southern NH Planning Commission for traffic counts performed on Hills Road in mid-April. He noted they placed a counter at the area of Hills Road and Hooksett Road to gauge total road usage, in addition to a counter at the Auburn / Hooksett town line to gauge the volume of traffic coming into Auburn from Hooksett. The traffic counts showed an average of 507 vehicles per day on Hills Road, with an average of 207 vehicles per day crossing the Auburn / Hooksett town line.

Mr. Herman indicated a few residents in the area indicate some of the traffic coming from Hooksett comes into Auburn at higher rates of speed. Lt. Pelton indicated the Police Department would be using the speed trailer on Hills Road again this year, and could place it near the town line as part of their efforts.

Police Report:

Lt. Pelton reported there had been 12 motor vehicle accidents in the past month, three of which involved motorcycles. Partly in recognition of these statistics, the Department has performed speed patrols on Hooksett Road, Wilsons Crossing Road and Eaton Hill Road, and will perform others in the future as appropriate.

Lt. Pelton also noted later in the month of May, the Auburn Police Department would be performing Highway Safety patrols in concert with other police departments in the region under a grant funded program administered through the Highway Safety Agency of the NH Department of Safety. Lt. Pelton also indicated there would be a similar activity later in the year on the Route 101 Corridor, also funded by the Highway Safety Agency.

Road Agent Report:

Mr. Herman indicated he was aware the main road work the Road Agent would be focusing on this year is the reconstruction of the remainder of Dearborn Road. The work area has been staked out and detailed in anticipation of the work.

He also indicated the Road Agent this year would also be replacing an existing culvert on Old Candia Road near the intersection with Tower Hill Road with a larger box-culvert style culvert. He indicated the project is funded with a Hazard Mitigation Grant from the Federal Emergency Management Agency (FEMA). If there is time left in the construction season, the Road Agent would likely begin work on reconstructing Nutt Road.

Mr. Carpenter noted there was a large tree at the intersection of Lovers Lane and Route 121 that creates a blind spot for the traffic on Lovers Lane that he suggested the Town should remove this year due to safety concerns.

Mr. Dipietro noted a Pricilla Lane street sign is missing from the road closest to the Gemini Electric property.

Other Business:

Lt. Pelton noted there had previously been discussion of placing No Parking Signs on Rockingham Road in the immediate vicinity of the Auburn Pitts. He recommended the signs be placed on the opposite side of the road from The Pitts so vehicles are parked and people need to cross the road. He also suggested the signs only need to be generally the width of The Pitt's frontage on Rockingham Road. The Committee members were in agreement with this approach.

Approval of Meeting Minutes:

Lt. Pelton moved to approve the minutes of the March 16, 2016 meeting as presented. Seconded by Mr. Carpenter. A vote was taken, all were in favor, the motion carried unanimously.

Adjourn:

Lt. Pelton moved to adjourn; Mr. Dipietro seconded the motion. All were in favor, the meeting was adjourned at 8:01 PM.

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

**2016 GROUNDWATER MONITORING SUMMARY
REPORT**

**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
RP Contact Email:
townadmin@townofauburnnh.com

Prepared By:
Stantec Consulting Services Inc.
5 Dartmouth Drive, Suite 101
Auburn, NH 03032
Phone Number: (603) 669-8672
Contact Name: David A. Allwine, P.G.
Contact Email: dave.allwine@stantec.com



Date of Report: June 22, 2016

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) : 2016
 - ☐ Data Submittal (month and year per Condition #7 of Permit):
-

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?
Well/Compound:
- ☐ Are there any detections of contamination in drinking water that is untreated prior to use?
Well/Compound:
 - ☐ Do compounds detected exceed AGQS?
- ☐ 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-2/Manganese
- ☐ Do sampling results indicate an AGQS violation in any of the GMZ boundary wells?
Well/Compound:

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.)*

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 101, Auburn NH 03032

June 22, 2016
File: 191710504

Attention: Groundwater Management Permits Coordinator

New Hampshire Department of Environmental Services
29 Hazen Drive; PO Box 95
Concord, NH 03302-0095

Reference: 2016 Periodic Summary Report

**Auburn Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

Dear Sir or Madam,

On behalf of the Town of Auburn, Stantec Consulting Services Inc. (Stantec) is pleased to submit the 2016 Periodic Summary Report for the above-referenced site (the "Site"). The Site's location is depicted on Figure 1. This report documents the results for the groundwater and surface water sampling conducted at the Site since submittal of the previous summary report in June 2014. The work described herein was completed in accordance with the Site's Groundwater Management Permit (GMP) No. GWP-199002015-A-003, which was issued on March 24, 2015.

BACKGROUND

From the 1940s until the 1970s, the Site was utilized as a municipal landfill for the Town of Auburn. An open burning dump area was also located at the Site until 1978, when an incinerator was constructed. From that time until 1998, the Site was utilized for recycling activities, ash disposal, burial of construction/demolition debris, and the burning of brush and slash. Since 1998, when the incinerator officially closed, the Site has operated as a transfer station under an agreement with Waste Management of New Hampshire.

In 1989, a *Hydrogeologic Study Report* was prepared by Hoyle, Tanner & Associates, Inc. (HTA) in response to a request from the New Hampshire Department of Environmental Services (NHDES). The investigation included determination of local bedrock and soil characteristics, groundwater flow and surface drainage patterns, and an evaluation of groundwater monitoring requirements. Results of a seismic refraction survey indicated that bedrock was present at a depth of approximately 20 feet to 50 feet below grade. Bedrock reportedly slopes down to the south and is overlain by glacial till and sand deposits. Seven observation wells were installed in test pits excavated throughout the Site. Gauging data collected from these wells and an existing dug well at the Site indicated that shallow groundwater flow was generally directed to the west-southwest towards Little Massabesic Lake. Based on this groundwater flow information, HTA proposed that four permanent monitoring wells be installed at the Site.



**Reference: 2016 Periodic Summary Report
Auburn Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

In December 1999, HTA installed the four monitoring wells as a part of the closure and capping of the ash and construction/demolition debris disposal areas. Monitoring well MW-1 was installed upgradient of the ash stockpile. Monitoring well MW-2 was installed downgradient of the ash stockpile, but upgradient of the construction and demolition debris disposal area. Monitoring well MW-3 was installed downgradient from the construction and demolition debris disposal area, but upgradient of the former open burning dump that was closed in 1978. Monitoring well MW-4 was installed downgradient of the former open burning dump. All four of these wells were installed as overburden monitoring points.

Sampling of these four monitoring wells, in addition to two surface water sampling locations, was first conducted on March 19, 2000. Samples were submitted for laboratory analysis of pH, chloride, nitrate, specific conductivity, dissolved Resource Conservation and Recovery Act (RCRA) 8 metals, and volatile organic compounds (VOCs). Results indicated the presence of arsenic, barium, chromium, lead, and/or mercury at concentrations exceeding their respective Ambient Groundwater Quality Standard (AGQS) in the monitoring wells. No other parameters were detected at concentrations above their respective AGQS in the samples. A second round of sampling conducted on July 6, 2001 did not indicate the presence of any of the analyzed parameters at concentrations above AGQS.

On August 31, 2001, HTA submitted a *Solid Waste Facility Phase II Hydrogeologic Study and a Groundwater Management Permit Application* to the NHDES. The first GMP, #GWP-199002015-A-001, was issued on November 27, 2002 and required the sampling of the Site's four monitoring wells (MW-1 through MW-4) and two surface water locations (SW-1 and SW-2) in April, July and November of each year. Analytical parameters included specific conductance, pH, nitrate, sulfate, total Kjeldahl nitrogen (TKN), chloride, iron, and manganese in April, July and November of each year; VOCs in April of each year; and drinking water metals in April 2003, April 2005, and April 2007.

On January 7, 2009, Stantec submitted a *Groundwater Management Permit Renewal Application* to the NHDES. The renewal application recommended that groundwater monitoring be reduced to twice per year. On March 12, 2010, GMP #GWP-199002015-A-002 was issued for the Site. This permit required sampling of the Site's four monitoring wells and two surface water locations in April and November of each year with analysis of specific conductance, pH, nitrate, sulfate, TKN, chloride, iron, manganese, and arsenic (for monitoring wells MW-1 and MW-3 only). In addition, analysis of the NHDES Full List of VOCs (including 1,4-dioxane) and drinking water metals was required in April 2011 and April 2014.



**Reference: 2016 Periodic Summary Report
Auburn Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

On February 11, 2015, Stantec submitted a *Groundwater Management Permit Renewal Application* to the NHDES. The renewal application recommended that groundwater monitoring continue with the program being performed at that time. On March 24, 2015, GMP #GWP-199002015-A-003 was issued for the Site. This permit requires sampling of the Site's four monitoring wells and two surface water locations in April of each year with analysis of specific conductance, pH, nitrate, sulfate, TKN, chloride, iron, and manganese. In addition, analysis of the NHDES Full List of VOCs (including 1,4-dioxane) and drinking water metals is required in April 2019. Groundwater sampling in general accordance with the GMP has been conducted since its issuance.

CONCEPTUAL SITE MODEL

The Site, which is located at the northeast corner of the Chester Turnpike and Raymond Road intersection, is currently utilized as a transfer station for Town of Auburn municipal waste. The Site was formerly utilized for disposal of municipal waste, construction and demolition debris, and incinerator ash. The Site is situated in a rural area of northeastern Auburn. Residences are located to the south and east of the Site. The areas to the north and west of the Site are mostly undeveloped and wooded.

Based on their presence in groundwater at concentrations exceeding AGQS, arsenic, manganese, and sulfate are the primary contaminants of concern (COCs) for the Site. The presence of these COCs may be attributable to the historical disposal of materials containing these COCs in the Site's former waste disposal areas. The approximate limits of the waste disposal areas are depicted on Figure 2. Infiltrating rainwater could have mobilized arsenic, manganese, and sulfate from the waste materials and allowed these contaminants to migrate into groundwater.

Since arsenic and manganese are elemental contaminants, they cannot be degraded; they can only be dispersed or transformed. Dispersion would occur through migration of dissolved arsenic and manganese with the flow of groundwater. Transformation of arsenic and manganese between more or less mobile forms can be affected by redox potential. In addition, since these COCs are positively charged, they will be more likely to be bound to soils with higher cation exchange capacities (such as clays or organic materials).

Sulfate is a fully oxidized form of sulfur. Sulfate is stable under aerobic conditions, but is reduced to bisulfide under anaerobic conditions. Sulfides generated from sulfate reduction can form low solubility metal-sulfide compounds that precipitate out of groundwater. Therefore, sulfate reduction may lower dissolved-phase metal concentrations.



**Reference: 2016 Periodic Summary Report
Auburn Landfill, Chester Turnpike, Auburn, NH
NHDES Site #199002015, Project #1521**

Based on current and historical well gauging data, overburden groundwater flow is generally directed to the southwest. Depth to overburden groundwater is generally within 10 feet of ground surface, except in areas of landfilling where the surface grade has been raised. Overburden materials at the Site primarily consist of sand and gravel. Based on an historical seismic survey, depth to bedrock at the Site ranges from approximately 20 to 50 feet below ground surface. The bedrock surface reportedly slopes down to the south. No bedrock monitoring wells have been installed at the Site.

Potential routes for human exposure to contaminated groundwater include direct contact and ingestion. Direct contact could occur through excavation activities that reach the groundwater table. Ingestion could occur through uptake of contaminated groundwater by water supply wells. Nearby residential properties to the south and east of the Site utilize private water supply wells. The closest known water supply well is located approximately 400 feet south of the Site on an adjoining property across the Raymond Road/Chester Turnpike intersection (Map 11, Lot 14).

Potential environmental receptors include an unnamed brook located immediately east and south of the former waste disposal areas and a perennial stream located northwest of the former waste disposal areas. Both of these surface water features flow in a generally westerly direction towards wetlands associated with Little Massabesic Lake, which is located approximately 3,700 feet west of the Site.

WORK PERFORMED

The sample events addressed as part of this reporting period were conducted on April 15, 2015 and April 19, 2016. During each event, Stantec recorded groundwater elevation data and collected groundwater samples from monitoring wells MW-1, MW-2, MW-3, and MW-4. Surface water samples were also collected from the SW-1 monitoring points. A surface water sample was collected from SW-2 during the April 2015 event, but not during the April 2016 sampling event because the location was observed to be dry. Historically, sample location SW-2 has been observed to be dry quite frequently. Monitoring well and surface water sampling locations are shown on Figure 2.

Groundwater elevations in monitoring wells were gauged using an electronic water level meter. Groundwater elevation data are summarized on Table 1. Prior to collecting groundwater samples, a minimum of three well volumes was purged from each monitoring well using dedicated polyethylene Waterra® foot valves and polyethylene tubing. Samples from the surface water locations were collected using a dedicated polyethylene bailer. Specific conductance and pH were measured in the field using a properly calibrated water quality meter.



**Reference: 2016 Periodic Summary Report
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Groundwater samples were collected into laboratory-supplied bottles and submitted under chain of custody to a New Hampshire-certified analytical laboratory for analysis. Samples collected in both April 2015 and April 2016 were analyzed for nitrate, sulfate, TKN, chloride, iron, and manganese. Monitoring well samples for metals analysis were filtered in the field using 0.45-micron in-line disposable filters and analyzed as dissolved metals. Surface water samples for metals analysis were not filtered and, therefore, were analyzed as total metals. The April 2015 laboratory report was previously submitted to the NHDES. The April 2016 laboratory report is attached.

GROUNDWATER FLOW

Depth to groundwater measured during the April 2015 sampling event ranged from 4.90 feet below top of well casing at MW-2, to 25.40 feet below top of well casing at MW-3. Depth to groundwater measured during the April 2016 sampling event ranged from 5.38 feet below top of well casing at MW-1 to 25.38 feet below top of well casing at MW-3. Depth to groundwater measurements were generally within their historical ranges. Current and historical groundwater gauging data are presented on Table 1.

Using the April 2016 groundwater elevation data, Stantec constructed groundwater flow contours depicted on Figure 2. Based on these data, the direction of groundwater flow at the Site is generally to the southwest, which is consistent with historical results.

SAMPLING RESULTS

Summaries of the analytical results collected since sampling of the existing wells and surface water points began in 2000 are presented in Tables 2 and 3, respectively (attached). A discussion of the results of the April 2015 and April 2016 sampling results is provided below.

MW-1

Monitoring well MW-1 is located at the northeastern end of the former waste disposal areas adjacent to an ash disposal area. No AGQS exceedances were observed during either the April 2015 or April 2016 sample events.

MW-2

Monitoring well MW-2 is located southwest (downgradient) from the ash disposal area. Manganese was detected at concentrations exceeding its AGQS of 840 micrograms per liter ($\mu\text{g/L}$) during both the April 2015 and April 2016 sampling events with concentrations of 29,900 $\mu\text{g/L}$ and 30,400 $\mu\text{g/L}$, respectively. No other parameters were detected at concentrations exceeding AGQS during either sampling event.



**Reference: 2016 Periodic Summary Report
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MW-3

Monitoring well MW-3 is located between a former construction and demolition debris disposal area and the former municipal waste landfill. Manganese was detected at concentrations exceeding AGQS during both the April 2015 and April 2016 sampling events with concentrations of 2,430 µg/L and 3,400 µg/L, respectively. No other parameters were detected at concentrations exceeding AGQS during either sampling event.

MW-4

Monitoring well MW-4 is located in the southwestern portion of the waste disposal areas adjacent to the former municipal waste landfill. No parameters were detected at concentrations exceeding AGQS during either the April 2015 or April 2016 sampling events.

SW-1

Surface water sample point SW-1 is collected in the unnamed brook located south and east of the landfill where it crosses Raymond Road. No parameters were detected at concentrations exceeding Water Quality Criteria (WQC) during either the April 2015 or April 2016 sampling events.

SW-2

Surface water sample SW-2 is collected from the perennial stream located northwest of the landfill. No parameters were detected at concentrations exceeding WQC during the April 2015 sampling event. As previously mentioned, no sample was collected from this location in April 2016 because the stream was observed to be dry.

HISTORICAL TRENDS

INORGANIC PARAMETERS

MW-1

The metals arsenic, chromium, lead, and manganese were detected at concentrations above their AGQS during the well's first sampling event in March 2000. However, only arsenic and manganese were subsequently detected at concentrations exceeding AGQS in this well.

Arsenic was detected at its highest concentration (154 µg/L) in March 2000 and was not detected above its AGQS again until April 2009 (at a concentration of 19 µg/L). Since 2009, the detection of arsenic in the well at concentrations exceeding AGQS has been somewhat sporadic, being detected above its AGQS during 6 of 9 sample events during which it was analyzed. The



**Reference: 2016 Periodic Summary Report
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detected concentrations since 2009 have varied significantly, ranging from <8 µg/L in April 2014 to 49.3 µg/L in November 2014.

Since peaking at 3,700 µg/L in July 2008, manganese concentrations have decreased to less than 300 µg/L during the April 2015 and April 2016 sample events. Manganese concentrations have remained below AGQS during the past six sampling events, last exceeding AGQS in November 2012.

Other analyzed metals have not been detected above their AGQS and/or laboratory reporting limits since the well was first sampled in March 2000. MW-1 arsenic and manganese trends are depicted in Figures 3 and 4, respectively. The March 2000 sampling data have been omitted from these figures to more effectively present subsequent data.

MW-2

The metals arsenic, barium, chromium, lead, manganese, and mercury were detected at concentrations above their AGQS during the well's first sampling event in March 2000. However, only manganese has been detected above its AGQS since that time. Since April 2007, the concentration of manganese has exhibited a generally increasing trend. During the April 2013 sampling event, manganese was detected at its highest recorded concentration in this well (33,900 µg/L). Manganese concentration trends for MW-2 are depicted in Figure 4.

MW-3

The metals arsenic, barium, chromium, lead, manganese, and mercury were detected at concentrations above their AGQS during the well's first sampling event in March 2000. Of these metals, only arsenic and manganese have continued to be detected above their AGQS. Arsenic and manganese concentrations appear to exhibit a generally decreasing trend. Arsenic and manganese trends are depicted in Figures 3 and 4, respectively.

In addition to these metals, sulfate has also been repeatedly detected at concentrations above its AGQS. However, the detected concentrations of sulfate have remained below the AGQS of 500,000 µg/L during the past seven sampling events and sulfate concentrations appear to exhibit a generally decreasing trend over time. The sulfate trend in this well is depicted in Figure 5.

MW-4

The metals arsenic, chromium, lead, manganese, and mercury were detected at concentrations above their AGQS during the well's first sampling event in March 2000. However, no analytes have



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been detected at concentrations above AGQS in this well since manganese last exceeded its AGQS in April 2004.

SW-1

Iron has been the only analyte detected at a concentration exceeding WQC at this surface water location. Iron exceeded the Fresh Chronic WQC during the July 2000 sampling event only. No other analytes have been detected at concentrations exceeding WQC.

SW-2

Iron and lead have been the only analytes detected at concentrations above WQC at this surface water location. Iron was detected at concentrations exceeding the Fresh Chronic WQC during the August 2006 and April 2007 sampling events, while lead was detected at a concentration exceeding the Fresh Chronic WQC during the April 2007 sampling event only. No other analytes have been detected at concentrations exceeding WQC. This location has been dry during approximately half the GMP-required sampling events.

VOLATILE ORGANIC COMPOUNDS

No analysis for VOCs was required during this reporting period (April 2015 and April 2016). Below is a summary of historical data for VOCs at this site.

Groundwater and surface water samples have been analyzed for VOCs nine times over their monitoring history. Samples were most recently analyzed for VOCs in April 2014. No VOCs have been detected in groundwater or surface water samples at concentrations exceeding AGQS or WQC, respectively. The most notable VOC detections were at MW-1 during the April 2009 sampling event, when several petroleum-related VOCs were detected at concentrations below AGQS. Otherwise, VOC detections have mainly occurred when contaminants were also detected in the laboratory method blanks, suggesting possible laboratory contamination. No VOCs, including low level 1,4-dioxane, were detected above laboratory reporting limits in the samples collected during the April 2014 sampling event.

CONCLUSIONS

Based on the April 2015 and April 2016 sampling results, manganese continues to be detected in monitoring wells MW-2 and MW-3 at concentrations exceeding AGQS. Manganese concentrations at MW-2 exhibit an increasing trend, while MW-3 manganese concentrations are general decreasing.



June 22, 2016
Groundwater Management Permits Coordinator
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None of the analyzed contaminants were detected in surface water samples above Surface Water Quality Criteria for Toxic Substances during the reporting period. In general, contaminant concentrations in surface water samples appear to be relatively stable.

RECOMMENDATIONS

Based on the data summary presented above, Stantec recommends that sampling of the Site's monitoring wells and surface water locations continue in accordance with the GMP to monitor on-going contaminant trends. The next scheduled event in accordance with the GMP is in April 2017.

We trust that this information is sufficient for your needs. If you have any questions or comments, or require any additional information, please call the undersigned.

Regards,

STANTEC CONSULTING SERVICES INC.

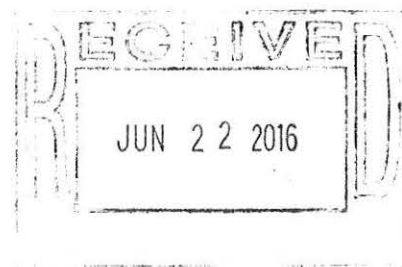
Derek Clay
Staff Scientist
Phone: (603) 206-7557
Fax: (603) 669-7636
Derek.Clay@stantec.com

David A. Allwine, PG
Senior Associate
Phone: (603) 206-7553
Fax: (603) 669-7636
David.Allwine@stantec.com

Attachments: Tables 1-3
Figures 1-5
April 2016 Laboratory Analytical Report

c. Bill Herman, Town of Auburn

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Memorandum

TO: All NHMA Members

FROM: Judy Silva, Executive Director
Cordell A. Johnston, Government Affairs Counsel

DATE: June 20, 2016

RE: 2017-2018 Legislative Policy Process *Important Dates!*

FLOOR POLICIES DUE: August 12 ♦ **POLICY CONFERENCE: September 23**

The NHMA legislative policy process is moving forward! Enclosed with this memo is a copy of the policy recommendations made by NHMA's three policy committees. This document will also be posted on NHMA's website, www.nhmunicipal.org.

The policy recommendations are listed by committee: (1) General Administration and Governance; (2) Finance and Revenue; and (3) Infrastructure, Development, and Land Use. Each committee's recommendations are listed in order of priority, as "action," "priority," or "standing" policy recommendations. Also enclosed is a list of NHMA's Legislative Principles, which will be considered for re-adoption at the Legislative Policy Conference, along with the recommended policies.

We urge each municipality's governing body, prior to the Legislative Policy Conference, to vote a position on the recommendations and floor proposals (see reverse) to provide direction to your voting delegate at the Conference. Otherwise, your delegate is free to cast your municipality's vote as he or she chooses. For more information about the legislative policy process and the Policy Conference, please see the enclosed Questions and Answers document.

Floor Proposals

The deadline for submitting floor proposals is **Friday, August 12**. A floor proposal will be accepted only if it is ***approved by a majority vote of the governing body*** (Board of Selectmen, Aldermen, or Council) of the town or city submitting the proposal, is submitted in writing, and is received **no later than August 12**. We will mail all floor proposals to each municipality so there will be an opportunity to take a position on them before the Policy Conference. Floor proposals should be in the same format as proposals submitted to the policy committees.

A Floor Policy Proposal form has been included for your convenience, or you may find it on the NHMA website. (Go to www.nhmunicipal.org, click on "Advocacy," then "Policy-Setting Process," then "Download 2017-2018 Floor Policy Proposal Form.") To submit a floor proposal, please send it to NHMA, 25 Triangle Park Drive, Concord, NH 03301, fax it to 224-5406, or e-mail it to governmentaffairs@nhmunicipal.org.

Legislative Policy Conference

The 2017-2018 Legislative Policy Conference is scheduled for **Friday, September 23, 2016, at 9:00 a.m. at NHMA's office, 25 Triangle Park Drive in Concord**. We will include with the floor proposal mailing a card for each town or city to return indicating who has been appointed as the municipality's voting delegate.

Please call the Government Affairs Department at 800-852-3358, ext. 3408, if you have any questions.

New Hampshire Municipal Association 2017-2018 Legislative Policy Process

Final Policy Recommendations

General Administration and Governance

Action Policy Recommendations

1. Funding for the Police Standards and Training Council

To see if NHMA will SUPPORT the continued operation of the NH Police Academy and the high quality uniform training it provides for all law enforcement officers in the state, including municipal police officers, which aids in the delivery of quality policing services and interagency cooperation to the benefit of all citizens.

- a) **To see if NHMA will SUPPORT** the continued existence of the Police Standards and Training Council (PSTC), the compliance functions it performs, and its oversight of the operations of the NH Police Academy.
- b) **To see if NHMA will SUPPORT** continued funding at the state level for the Police Academy and the PSTC. Local law enforcement agencies produce considerable funds through fines and penalty assessment monies which accrue to the State and are used for State purposes. **To see if NHMA will OPPOSE** any increase in municipal costs for police officers to participate in the training, recognizing that municipalities now pay salary, benefits, and all employment-related costs for trainees while at the Academy, as well as provide staff and instructors at no cost to the Academy.
- c) **To see if NHMA will SUPPORT** the continued use of penalty assessment funds to support the PSTC and **OPPOSE** transferring the penalty assessment funds from PSTC to the general fund.
- d) **To see if NHMA will SUPPORT** separating PSTC operational expenses from capital expenses, and the funding of capital expenses through the State Capital Budget process.
- e) **To see if NHMA will SUPPORT** the development of a sustainable, predictable, and stable plan for funding the PSTC and the Academy at the State level which is sufficient to meet the funding needs and efficient in administration. **To see if NHMA will SUPPORT** funding to supplement the penalty assessment revenues from sources such as an insurance surcharge, an additional fee for accident reports, an increase in the state motor vehicle registration fee, provided such revenues are dedicated to the PSTC.
- f) **To see if NHMA will SUPPORT** working with the PSTC and the legislature to explore other funding sources to supplement revenues to ensure the future viability of the PSTC.

2. Consultation with Counsel Expansion Under RSA 91-A

To see if NHMA will SUPPORT legislation to amend RSA 91-A so that exempt consultation with legal counsel would also include discussions about written legal correspondence provided by legal counsel, without requiring the presence of counsel at the meeting.

3. Building Plans Under RSA Chapter 91-A

To see if NHMA will SUPPORT an amendment to RSA 91-A:5, IV to specifically add building plans/construction drawings contained within a building permit file and/or building plans/construction drawings submitted as part of a building permit application as an exempt record under the statute.

Priority Policy Recommendations

4. EMS Licensing Rules

To see if NHMA will SUPPORT changes to statute or administrative rules as they apply to licensing of providers of emergency medical services, requiring directors of licensed units to report to the Commissioner of Safety the status of licensed providers within their unit who are suspended or terminated for any reason, including any and all incidents which would be cause for revocation of a provider license as detailed in the administrative rules.

5. Electronic Poll Books

To see if NHMA will SUPPORT legislation that would enable the use of electronic poll-books for municipalities with funding coming from the HAVA funds made available to the NH Secretary of State by the United States Election Assistance Commission specifically for the purpose of improvement to the administration of federal elections in the State, as well as support legislative changes to statutes to make the use permissible under State laws.

6. Municipal Welfare Fraud Penalties

To see if NHMA will SUPPORT amending the local welfare statutes so that the so-called “welfare fraud” statutes (RSA 167:17-a through 17-c, currently applicable only to offenses against state assistance programs) will also apply to the same types of fraud offenses when committed against a municipal assistance program operated under RSA chapter 165.

7. Right to Know Costs and Specificity Required

To see if NHMA will SUPPORT amendments to RSA chapter 91-A allowing municipalities to recover the taxpayer costs of retrieving, reviewing and reproducing documents, including electronic documents, and clarifying the level of specificity required when requesting public records.

8. Official Ballot Budget Postings

To see if NHMA will SUPPORT the amending of RSA 40:13 to provide for the posting of a warrant and proposed budget for the first session of the annual town meeting (deliberative session) and a final warrant and proposed budget for the second session of the annual meeting (voting day); the final warrant and proposed budget to reflect any amendments or changes approved by the first session and to be posted as required within 14 days of the close of the first session of the annual meeting

9. Public Notice Requirements

To see if NHMA will SUPPORT legislation to amend all public notice requirements to allow the choice of electronic notification and/or newspaper print, as well as posting in public places, for official public legal notification.

10. Municipal Departments and MV Information

To see if NHMA will SUPPORT legislation to make it clear that municipalities may obtain information about motor vehicles registered to an individual for all governmental purposes such as verifying asset levels when the individual is applying for general assistance or asset-based tax relief and in order to determine the ownership of vehicles for official purposes.

Standing Policy Recommendations

11. Manner of Selecting Clerk in Charter Towns

To see if NHMA will support legislation allowing towns that have adopted a charter under RSA chapter 49-D to determine how the town will choose its town clerk.

12. Sewer and Storm Ordinance Violations

To see if NHMA will SUPPORT legislation which would allow municipalities to recover costs for sewer and storm water ordinance violation enforcement, to include legal expenses, investigative costs, and mitigation expenses.

13. Preservation of Municipal Immunity

To see if NHMA will OPPOSE legislation that weakens, reduces, or diminishes the immunity of municipal, school, or county governments for damages and claims resulting from recreation facilities and activities, operation of equipment and motor vehicles, maintenance of highways and sidewalks, acts committed by employees with firearms, or any other activities related to government operations where limited liability already exists.

14. Welfare Lien Priority

To see if NHMA will SUPPORT legislation to give liens for local welfare payments arising under RSA 165:28 a higher priority position, so that those liens fall immediately after the lien for the first mortgage.

15. Petition Signature Requirements

To see if NHMA will SUPPORT legislation amending RSA 39:3 to require that in towns with an official ballot referendum town meeting (SB2/RSA 40:13), petitioned warrant articles must be signed by not less than 2% of registered voters, but in no case fewer than 10 voters or more than 150 voters.

16. Long-Term Storage of Records

To see if NHMA will SUPPORT legislation modifying the requirement that municipal records retained for longer than ten years be transferred to paper, microfilm, or both.

17. Human Resources Record Retention

To see if NHMA will SUPPORT legislation that amends the record retention requirements for successful job applications and personnel records from 50 years after termination or retirement to 20 years after termination or retirement.

18. Consolidated Policy on Collective Bargaining Items

Evergreen Clause: To see if NHMA will **OPPOSE** legislation to enact a mandatory so-called "evergreen clause" for public employee collective bargaining agreements.

Binding Arbitration: To see if NHMA will **OPPOSE** mandatory binding arbitration as a mechanism to resolve impasses in municipal employee collective bargaining.

Right to Strike: To see if NHMA will **OPPOSE** a right to strike for public employees.

Mandated Employee Benefits: To see if NHMA will **OPPOSE** any proposals to mandate employee benefits, including any proposal to enhance retirement system benefits which may increase employer costs in future years, for current or future employees.

19. Contracted Services and Bargaining

To see if NHMA will **SUPPORT** legislation to give public employers greater flexibility to privatize or use contracted services.

20. Maintenance and Policing of State-Owned Property

To see if NHMA will **SUPPORT** legislation to enable municipalities to recover the expenses of policing state-owned land against all illegal activity (including public consumption of alcohol and littering), including the ability to receive reimbursement/compensation from individuals engaged in the illegal activity.

21. Supervisor of the Checklist Sessions

To see if NHMA will **SUPPORT** legislation to reduce to one the number of required sessions that the supervisors of the checklist must hold prior to town elections.

22. Municipal Recreation Programs

To see if NHMA will **SUPPORT** the continued exemption from state child care licensing for municipal recreation department programs and also supports the exemption from state camp licensing for municipal recreation department summer programs.

23. Appointment of Town Clerks and Town Clerks/Tax Collectors

To see if NHMA will **SUPPORT** legislation to allow the legislative body to authorize the governing body to appoint or elect town clerks and town clerk/tax collectors.

24. Warrant Article Language; Adoption by Reference

To see if NHMA will **SUPPORT** legislation to amend RSA chapter 48-A, Housing Standards, to allow a town to adopt a proposed housing standards ordinance on the ballot by reference, as opposed to printing the entire ordinance on the warrant.

25. Perambulation

To see if NHMA will **SUPPORT** legislation to eliminate the RSA 51:2 requirement to perambulate town boundaries every 7 years.

26. Limitation on RSA 41:14-a Review

To see if NHMA will SUPPORT amending RSA 41:14-a to exclude the requirement for planning board and conservation commission review and recommendations for the acquisition or sale of liens, tax deeds, cemetery deeds, releases or specific conveyances that are authorized by a town meeting vote.

27. Independent Redistricting Commission

To see if NHMA will SUPPORT the establishment of an independent redistricting commission for the appointment of representative, senatorial, executive council, and congressional districts.

Finance and Revenue

Action Policy Recommendations

1. Collection of Delinquent Taxes on Manufactured Housing

To see if NHMA will SUPPORT legislation to create a study commission to address municipal concerns regarding delinquent property taxes and/or municipal utility fees on manufactured housing on land of another. Such commission to include appropriate interested stakeholders.

2. Use of RSA 83-F Utility Values

To see if NHMA will SUPPORT changing RSA 83-F to prevent any determination of utility value by the Department of Revenue Administration from being used in any way by the utility taxpayer in any application for abatement of tax under RSA 76:16 or any appeal thereof under RSA 76:16-a or RSA 76:17.

3. Current Use Assessment

To see if NHMA will SUPPORT legislation authorizing the Current Use Board to establish assessment ranges that are 20% higher than other categories for those properties that do not comply with the documentation and filing requirements requested by municipalities in accordance with ASB assessment review guidelines.

Priority Policy Recommendations

4. Tax Exemptions for Charitable Organizations

To see if NHMA will SUPPORT creating a commission to study reimbursement through PILOTs for municipal services provided to exempt charitable properties, including charitable non-profit housing project under RSA 72:23-k.

5. Meals and Rooms Tax Distribution

To see if NHMA will SUPPORT annual funding of the meals and rooms tax distribution to municipalities in accordance with catch-up provision provided under RSA 78-A:26.

6. Pollution Control Exemption

To see if NHMA will SUPPORT repeal of the so-called "pollution control exemption" (RSA 72:12-a) or amendment of the statute to impose a term limitation on any exemption granted.

7. Income Approach on Appeal

To see if NHMA will SUPPORT legislation that prohibits the use of the income approach when used by a taxpayer in any appeal of value if the taxpayer, after request by the municipality, has not submitted the requested information.

8. Clarification of Elderly Exemption

To see if NHMA will SUPPORT changes in RSA 72:39-a, 72:29, and 72:39-b to define "household income" for elderly exemption qualification consistent with the definition of "household income" used by the state in qualifying residents for the Low & Moderate Income Homeowners Property Tax Relief Program under RSA 198:56-57 and Rev 1200.

9. 10% Limitations

To see if NHMA will SUPPORT amending RSA 32:18 to limit town meeting and/or SB 2 deliberative sessions from increasing or decreasing the total amount appropriated by no more than 10 percent of the budget committee's recommended budget.

10. Prorating Disabled, Deaf and Blind Exemptions

To see if NHMA will SUPPORT legislation prorating the disabled, deaf and blind exemptions under RSA 72:37, 37-b, and 38-b when a person entitled to the exemption owns a fractional interest in the residence, in the same manner as is allowed for the elderly exemption under RSA 72:41.

11. Flood Control Payments

To see if NHMA will SUPPORT legislation to fully fund flood control payments in lieu of taxes to municipalities pursuant to the Merrimack River and Connecticut River interstate flood control compacts regardless of payments from other states.

12. Charitable Definition and Mandated Property Tax Exemptions

To see if NHMA will SUPPORT legislation that expands the definition of "charitable" in RSA 72:23-1, unless the state reimburses municipalities for the loss of revenue, and will **SUPPORT** creating a method of reimbursement to municipalities for state-owned property.

Standing Policy Recommendations

13. Sale of Tax Deeded Property

To see if NHMA will SUPPORT amending RSA 80:89 to require proof that the municipality sent the required notice of impending tax deed rather than proof that the taxpayer actually received the notice.

14. Local Option Revenue Sources

To see if NHMA will SUPPORT creation of enabling legislation that allows cities and towns to create local revenue sources to meet the unique needs of each community in order to help offset the overreliance on the property tax in order to help defray the cost of municipal services, infrastructure improvements and capital needs.

15. Tax Rate Setting

To see if NHMA will SUPPORT legislation to improve the overall efficiency and timeliness of the tax rate setting process, and will **OPPOSE** statutory changes to school districts, village districts, trustees of trust funds, utility values or information from other state agencies that may impede or delay the tax rate setting process and/or cause unnecessary borrowing due to late tax rate setting.

16. All Public Real Estate Taxable if Used by Private Occupants

To see if NHMA will SUPPORT legislation to clarify that taxation of a private occupant on public land is required by statute, even if an agreement or lease does not include a tax provision or the specific wording of RSA 72:23, I(b).

17. Recording Fees for Elderly and Disabled Deferrals

To see if NHMA will SUPPORT legislation to recoup recording fees as part of the payment process in RSA 72:38-a, IV for the elderly and disabled deferrals.

18. Downshifting of State Costs and State Revenue

To see if NHMA will OPPOSE legislation which will downshift state costs or state program responsibilities, either directly or indirectly, to municipalities and/or counties, resulting in increased municipal and/or county expenditures, whether in violation of Article 28-a or not, and will **OPPOSE** any reductions, deferrals and/or suspensions of state revenue to political subdivisions, such as revenue sharing, meals and rooms tax distribution, highway block grants, environmental state aid grant programs, adequate education grants, catastrophic aid, or any other state revenues.

19. State Revenue Structure and State Education Funding

To see if NHMA will SUPPORT asking the state to use the following principles when addressing the state's revenue structure in response to its responsibility to fund an adequate education:

- a) That revenues are sufficient to meet the state's responsibilities as defined by constitution, statute, and common law;
- b) That revenue sources are predictable, stable and sustainable and will meet the long term needs and financial realities of the state;
- c) That changes to the revenue structure are least disruptive to the long-term economic health of the state;
- d) That the revenue structure is efficient in its administration;
- e) That changes in the revenue structure are fair to people with lower to moderate incomes.

To see if NHMA will SUPPORT legislation prohibiting retroactive changes to the distribution formula for adequate education grants after the notice of grant amounts has been given.

20. New Hampshire Retirement System (NHRS)

To see if NHMA will **SUPPORT** the continuing existence of a retirement system for state and local government employees that is strong, secure, solvent, fiscally healthy and sustainable, that both employees and employers can rely on to provide retirement benefits for the foreseeable future. Further, to see if NHMA will **SUPPORT** continuing to work with legislators, employees, and the NHRS to accomplish these goals.

To that end, NHMA:

- a) **SUPPORTS** legislation that will strengthen the health and solvency of the NHRS, ensure the long term financial sustainability of the retirement system for public employers, and consider options and alternatives that provide reasonable changes in contribution rates;
- b) **OPPOSES** any legislation that: 1) expands benefits that would result in increases to municipal employer costs; 2) assesses additional charges beyond NHRS board approved rate changes on employers; or 3) expands the eligibility of NHRS membership to positions not currently covered;
- c) **SUPPORTS** the restoration of the state's 35% share of employer costs for police, teachers, and firefighters in the current defined benefit plan and any successor plan; and
- d) **SUPPORTS** the inclusion of municipal participation on any legislative study committee or commission formed to research alternative retirement system designs and the performance of a complete financial analysis of any alternative plan proposal in order to determine the full impact on employers and employees.

21. Utility Appraisal Method

To see if NHMA will **OPPOSE** mandating the exclusive use of the unit method of valuation in the appraisal of utility property, by either administrative or legislative action, and will **SUPPORT** the continuing right of municipalities to use any method of appraisal upheld by the courts.

22. Management of Trust Funds

To see if NHMA will **SUPPORT** amendments to RSA 292-B:2 to include funds held by a town or other municipality under RSA 31:19, RSA 202-A:23, or a fund created by a town or other municipality under RSA 31:19-a to be included in those institutional funds subject to the Uniform Prudent Management of Institutional Funds Act.

23. Minimum Vote Required for Bond Issues

To see if NHMA will **OPPOSE** legislation to increase the 60% bond vote requirement for official ballot communities.

Infrastructure, Development, and Land Use

Action Policy Recommendations

1. Site Evaluation Committee and Local Input

To see if NHMA will SUPPORT legislation requiring applicants to the Site Evaluation Committee under RSA 162-H to notify and appear before the governing body of each New Hampshire municipality in which a proposed facility will be located or will have a visual or other impact, and to accept comments from the governing body and the public, and further requiring notification to each municipality of any public hearing on the application and giving each municipality and its residents the right to comment at any public hearing.

2. Municipal Cooperation

To see if NHMA will SUPPORT legislation clarifying that municipalities and other political subdivisions may cooperate to perform together any functions that they may perform individually, including but not limited to providing services, raising revenue, constructing and maintaining infrastructure, and engaging in economic development efforts.

3. Waiver of Bond for Projects Under \$150,000

To see if NHMA will SUPPORT amending RSA 447:16 to allow the governing body, in its discretion, to waive the bonding requirement for a public works contract if the contract involves an expenditure of less than \$150,000.

Priority Policy Recommendations

4. Restoration of Full General Revenue Funding for Municipal State Aid Grant (SAG) Programs

To see if NHMA will SUPPORT legislation to restore full general revenue funding of municipal wastewater, public drinking water and landfill closure grants administered by the NH Department of Environmental Services.

5. Transportation Funding

To see if NHMA will SUPPORT a state transportation policy that ensures adequate funding for state and municipal highways and other modes of transportation. The policy should include:

- a) Maintenance of the proportionate share of the state highway fund that is distributed to cities and towns under current law.
- b) Increased funding, which may include the state road toll, local option fees, and other revenue sources as necessary.
- c) No further diversion of state highway funds for non-highway purposes.

6. Solid Waste Revolving Funds

To see if NHMA will SUPPORT legislation to allow municipalities to establish, by vote of the legislative body, revolving funds for their solid waste programs, including but not limited to solid waste collection and disposal, and the operation of any municipally operated transfer station, in addition to recycling.

7. Clarify Establishing Highways

To see if NHMA will SUPPORT legislation clarifying that the dedication and acceptance method of highway creation requires express acceptance by vote of the legislative body, or the board of selectmen if so delegated.

8. Water Fund

To see if NHMA will SUPPORT (1) the establishment of a water trust fund to ensure adequate annual investment in water infrastructure, and (2) sustainable revenue sources for the water trust fund.

9. Utility Infrastructure

To see if NHMA will SUPPORT legislation clarifying that municipalities may incur debt for the purpose of creating or improving broadband and other utility infrastructure.

10. Complete Streets

To see if NHMA will SUPPORT development of a statewide complete streets policy that considers the interests of the state's municipalities.

11. Increase or Elimination of Net Metering Cap

To see if NHMA will SUPPORT increasing or eliminating the statutory cap on net energy metering and group net energy metering, and SUPPORT legislation to increase the maximum allowable capacity for net-metered renewable energy projects to at least 5 megawatts.

12. Severe Weather Events

To see if NHMA will SUPPORT legislation that enables the state and municipalities to mitigate the effects of extreme weather events, including the promotion of resilient infrastructure and practices, and SUPPORT regional and federal policies that work to limit or reverse the increasing frequency and intensity of such events.

Standing Policy Recommendations

13. Oppose Statewide Zoning Mandates

To see if NHMA will SUPPORT a policy recognizing the legislature's authority to establish statewide priorities in zoning and land use regulation, but opposing legislation that does not allow reasonable local control in implementing those priorities, or that mandates specific criteria that municipalities must follow.

14. Municipal Use of Structures in the Right-of-Way

To see if NHMA will SUPPORT legislation to authorize municipalities to use, for any municipal purpose, the space designated for municipal good upon all poles, conduit and other structures within their rights-of-way without paying unreasonable make-ready costs. This includes the right to use that space for data and voice transmission to, from, and by the municipal government, schools, library, and other governmental institutions. It also includes a requirement that the owners of utility poles and conduit do the necessary work for that space to be available.

15. Regional Water Quality

To see if NHMA will SUPPORT legislation to encourage the State of New Hampshire and its political subdivisions to work cooperatively on a watershed or regional basis in addition to dealing with all water quality issues as individual communities.

16. Conservation Investment

To see if NHMA will SUPPORT permanent funding for the Land and Community Heritage Investment Program and **OPPOSE** any diversion of such funds to other uses.

17. Environmental Regulation and Preemption

To see if NHMA will SUPPORT legislation that (a) recognizes municipal authority over land use and environmental matters, (b) limits the establishment of comprehensive statutory schemes that supersede local regulation, and (c) recognizes that even when local environmental regulation is preempted, compliance with other local laws, such as zoning and public health ordinances and regulations, is still required.

18. Energy, Renewable Energy and Energy Conservation

To see if NHMA will SUPPORT legislation encouraging state and federal programs that provide incentives and assistance to municipalities to adopt energy use and conservation techniques that will manage energy costs and environmental impacts, promote the use of renewable energy sources, and promote energy conservation, and opposes any legislation that overrides local regulation.

19. Open Space Retention and Sprawl Prevention

To see if NHMA will SUPPORT legislation encouraging statewide programs that provide incentives and assistance to municipalities to adopt land use planning and regulatory techniques that will manage growth and development and retain existing tracts of undeveloped open space.

20. Sludge/Biosolids

To see if NHMA will SUPPORT reliable enforcement of scientifically based health and environmental standards for the management of sludge, septage, and biosolids; and **OPPOSE** any state legislation that would curtail the ability of municipalities to dispose of municipally-generated biosolids through land spreading, when done in accord with such scientifically based health and environmental standards.

21. Current Use

To see if NHMA will SUPPORT any legislative attempt to undermine the basic goals of the current use program and **OPPOSE** any reduction in the 10-acre minimum size requirement for qualification for current use, beyond those exceptions now allowed by the rules of the Current Use Board.



Legislative Principles

In addition to the established Legislative Policy positions adopted by the New Hampshire Municipal Association membership, the following principles should guide staff in setting priorities during any legislative biennium:

1. Consider unfunded mandate issues that violate Part 1, Article 28-a of the New Hampshire Constitution to be paramount. Identify them and oppose them.
2. Work to maintain existing revenue streams to municipalities, (i.e. revenue sharing, meals and rooms tax, highway, and other state aid). Be especially watchful of proposals to reduce local aid in order to meet other funding commitments.
3. Advocate to maintain existing local authority.
4. Support issues which provide greater authority to govern more effectively, efficiently and flexibly at the local level, including local option legislation. If the legislature is considering adopting a program that is particularly controversial at the local level, support a requirement that a local legislative body vote is necessary before full implementation of the measure.
5. Support bills proposed by individual municipal members, except when they conflict with these principles or other NHMA policies. Staff should prioritize time and resources when there are competing demands in order to focus on NHMA's broad agenda first.
6. Encourage exemptions from state taxes rather than local property taxes when legislative intent is to preserve statewide resources.
7. Advocate for municipal representation on all state boards, commissions, and study committees which affect municipal government and have non-legislative members.
8. Work cooperatively with other groups and associations to support efforts to improve the delivery of services at the local level.
9. Support municipal efforts toward effective regional cooperation and delivery of municipal services.
10. Support efforts to develop a statewide technology network that fosters increased communication and greater compatibility among levels of government and within and between agencies in all levels of government.

2017-2018 NHMA Legislative Policy Process

Questions & Answers

1. What is the purpose of establishing NHMA legislative policy? The New Hampshire Municipal Association (NHMA) is the voice of New Hampshire's cities and towns before the state legislature and state agencies. Adoption of legislative policy allows your municipal voice to be heard through the actions of your organization – NHMA. By adopting legislative policy, local officials can tell elected representatives what they feel are the major concerns of cities and towns.

The NHMA Board of Directors oversees NHMA's advocacy activities. Legislative policy positions direct the board and NHMA staff in representing municipalities before the legislature and state agencies.

2. How are legislative policy recommendations prepared? In the spring of each even-numbered year, NHMA forms legislative policy committees addressing different aspects of municipal government. The three committees this year are:

1. Finance and Revenue;
2. General Administration and Governance; and
3. Infrastructure, Development, and Land Use.

These three policy committees consider issues and problems derived from their own experience as local officials, issues sent in by other members or brought to them by staff, past policy positions, and issues resulting from the most recent legislative session. Each committee holds several meetings during the spring and develops policy recommendations to be voted on by member municipalities at the Legislative Policy Conference.

3. Who votes on adoption, amendment, or rejection of these recommendations, and when? On Friday, September 23, 2016, at 9:00 a.m., the 2017-2018 NHMA Legislative Policy Conference will be held at NHMA offices (25 Triangle Park Drive) in Concord. ***Each member municipality will be asked to appoint a voting delegate to cast its vote at this conference.*** Each member municipality, regardless of size, has one vote on all policy matters.

In the absence of any other designation by the Board of Selectmen, Aldermen, or Council, a voting delegate card will be issued at the door (in order of priority determined by the NHMA Municipal Officials Directory) to:

Mayor/Chair of Board of Selectmen/Council Chair

OR

Mayor Pro Tem/Vice or Assistant Mayor/Council Vice Chair

OR

Selectman/Alderman/Councilor

OR

City or Town Manager/Administrative Assistant

4. Will other policy proposals be voted on at the conference? Yes, municipalities will have the opportunity to submit floor policy proposals for consideration at the conference. Each floor policy proposal must be approved by the governing body of the municipality submitting it, but the

proposals will not be reviewed or recommended by NHMA's legislative policy committees. Floor policy proposals will be voted on separately at the conference.

5. How does our voting delegate determine a position on these recommendations? We urge each municipality's governing body to discuss the recommendations in advance of the Legislative Policy Conference and vote to take a position on each one, in order to give direction to the voting delegate. Otherwise, your voting delegate is free to cast your municipality's vote as he or she desires. ***You do not need to notify NHMA of your positions on the policy recommendations; just provide that information to your voting delegate.***

6. How are the policy recommendations presented and voted on at the Legislative Policy Conference? The chair of the board of directors, as the presiding officer of the Legislative Policy Conference, introduces the entire set of recommendations of each policy committee, one committee at a time, as a slate. The chair and vice chair of each committee will be available to address questions. Any voting delegate may ask that a recommendation be set aside to be debated and voted on separately. The remaining recommendations are voted upon as a slate. When the slate from each policy committee has been voted, the voting delegates will then return to those items set aside for separate debate and vote. It is at this time that individual items can be killed, amended, passed over, laid on the table, etc. Votes are by a display of special voting delegate cards.

7. Are policies adopted by a simple majority vote? No. NHMA's by-laws require a two-thirds affirmative vote of those members present and voting for approval of any NHMA legislative policy.

8. Why is the Legislative Policy Conference separate from the November annual meeting? The Legislative Policy Conference must be held before the annual conference in order to meet the legislative deadlines for the filing of new bills. The staff needs time after adoption of policies to draft bills and secure sponsors.

9. How will I know what policies are adopted if I don't go to the Legislative Policy Conference? The final 2017-2018 NHMA Legislative Policies will be printed as a supplement in the November/December 2016 issue of *Town & City* magazine. We will also post them on NHMA's web site at www.nhmunicipal.org.

10. What happens if an issue that is not covered by any of these policies comes before the legislature? The NHMA Board determines the position that the staff will advocate on issues not covered by specific NHMA Legislative Policy. The policy conference also endorses a set of Legislative Principles, which augment the specific legislative policy positions by setting forth general principles that guide staff in their advocacy efforts.

[illegible]



3 SANBORN RD, SUITE #3
LONDONDERRY, NH 03053
www.ScoreConstructionCompany.com
Office: (603) 260-5494
Direct: (603) 440-3967
Email: nazar.scoreconstruction@gmail.com

TO:
William Hurman
Selectmen Office
Town of Auburn
47 Chester Road
Auburn, NH 03032
Phone: 603. 483. 5052

JOB DESCRIPTION	
Location: 22 Hooksett Road - Library	Use: Code: 36 1492
Roofing: Per Specifications for Library Roof publicly available	AMOUNT \$13,900.00
Note: COI and company qualifications are Attached	
Start of Project: with-in 14 days of written and executed agreement and/or notice to proceed	
Duration: Project to be Completed within 10 days. Weather permitting	
Mobilization:	\$110.00
Disposal Fee: Remove and dispose of all debris	\$390.00
Additional Payment Options: Credit Card and Score In-house 0 % Interest Financing Program	
TOTAL ESTIMATED JOB COST \$14,400.00	

All work and material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Nazar Vincent

PREPARED BY

6-7-16

DATE

ESTIMATE / CONTRACT

S & W Roofing, LLC

P.O. Box 2645 • Concord, New Hampshire 03302-2645
603/225-7506 • 603/225-8816 • Fax 603/225-8912

Email: swroofing@comcast.net

CUSTOMER'S NAME: Town of Auburn / Public Library
RESIDENCE: 22 Hooksett Rd. Auburn, NH
HOME PHONE: _____ BUSINESS PHONE: _____
JOB SITE: Library Roof
JOB DESCRIPTION: _____

Main Bldg per specs	\$11,900
Rear shed	\$900
Small shed	\$800

References

City of Concord Jeff Bordwell	856-4134
Andy Anderson Contractor	930-7320
Sgt. Alpa Property Owner	496-2923
Largest real Estate parer City of Concord	

ESTIMATE TOTAL (labor & materials) \$ _____

DOWN PAYMENT: (before commencing) \$ _____

BALANCE: (upon completion) \$ _____



NON-PAYMENT (AND/OR LATE PAYMENTS) — Failure on the Owner's part to make all payments on time as described to be due within this contract shall result in a finance charge of 2% per month/24% per annum, on any unpaid balances or any late payments. The Owner shall be liable for all attorney fees and legal fees necessary to collect any unpaid balances or late payments.

Estimated By: Walter Jensen Title: Owner Date: 5-31-16
Owner's Signature: _____ Date: _____

ROOFING: Shingles - Metal - Tile - Rubber • CARPENTRY • SIDING • REPLACEMENT WINDOWS

Adam Vaillancourt

Roofing & Construction LLC

Roof Replacement of

Griffin Free Public Library

Roofing portion Scope:

Complete Tear Off & Removal Of Existing Asphalt Roofing, Underlayment Inspection & Refastening As Required, Installation Of:

- 6' Owens Corning Ice & Water Shield To All Eaves & Valleys
- 8" (.019 Gauge) Aluminum Drip Edge (Color TBD)
- Owens Corning Starter Edge Shingle To All Eaves
- 15 lbs felt Paper to Remainder of Roof
- Owens Corning Duration Architectural Shingle (Color TBD)
- 12" Shingle Vent II Filtered Ridge Vent
- Owens Corning Pro-Edge Ridge Cap
- Include Up To 3 Sheets Of Half Inch Plywood
- Install 25' Gutter To The South West Side Closest To Road

\$16,325 (Sixteen Thousand Three hundred Twenty Five Dollars)

\$75.00/Sheet For ½" Plywood Sheathing If Required

\$85.00/Sheet For ¾" Plywood Sheathing If Required

\$70.00/Man Hour For Additional/Unforseen Work

Optional Material Pricing:

Although not specified in your scope of work, we highly recommend the use of high temp ice & water shield. The use of this product will help protect you from ice dam leaks and will last longer than the cheaper option. We also recommend using synthetic underlayment instead of the felt paper.

Owens Corning Flex Ice Shield: Add \$400

Owens Corning Pro Amor Synthetic Underlayment: Add \$300

Owens Corning "Platinum" Extended Warranty

- Lifetime Workmanship Warranty
- 30 Year NON PRORATED Replacement Warranty (Includes labor, material, and dump fees) Proper ventilation required for this option.
- Add \$390

LICENSED

LICENSE #128714



Affiliated with Watertown Roofing
Professionals Since 1936

INSURED

G. Rudy - D. Rudy

1-617-923-1959

1-603-479-8862

24 Hour Emergency Service

PROPOSAL SUBMITTED TO <i>Griffin Public Library</i>		PHONE <i>276 7188</i>	DATE <i>10/9/16</i>
STREET <i>22 Hooksett Rd</i>		JOB NAME <i>Jean</i>	
CITY, STATE & ZIP CODE <i>Auburn NH</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimate for:

- ☒ RIP DOWN TO ROOF BOARDS REPLACE UP TO 100(sf) OF BOARDS OR PLYWOOD.
- ☒ INSTALL ICE & WATER SHIELD 3 OR 6 FEET UP ON EAVES, VALLEYS, WALLS & AROUND ANY ROOF PENETRATIONS.
- ☒ INSTALL 30 lb. ROOFING FELT PAPER ON REMAINING ROOF AREAS. *Synthetic paper*
- ☒ INSTALL 8" DRIP EDGE ON OUTSIDE PERIMETER OF ROOFS. *white*
- ☒ INSTALL NEW BOOTS ON SANITARY PIPES.
- ☒ INSTALL FLASHING ON CHIMNEYS & WALLS AS NEEDED.
- ☒ INSTALL LIFETIME ARC SHINGLES - COLOR OF CHOICE.
- ☒ INSTALL COBRA RIDGE VENT ON ROOF CAP SO ROOF CAN BREATHE PROPERLY.
- ☒ CLEAN & CLEAR ALL DEBRIS FROM ROOF.
- ☒ 5 YEAR WORKMANSHIP WARRANTY.

Includes Every Roof on main Building

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

Signature _____

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

350 on signing Bal upon comp Dollars (\$) *14,585.00*
5000 upon

Payment to be made as follows:

14,085

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. all agreements contingent upon strikes, accidents or delays beyond our control. owner to carry fire, tornado and any other necessary insurance. We are NOT responsible for any issues related to ice damming

Authorized Signature: *Ray Kora*

Note: This proposal may be withdrawn by us if not accepted within *25* Days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



Stantec Consulting Services Inc.
5 Dartmouth Drive Suite 101, Auburn NH 03032-3984

June 22, 2016
File: 195110946

Attention:
Concrete Systems, Inc.
9 Commercial Street
Hudson, NH 03051

**Reference: Old Candia Rd. Precast Concrete Culvert Bid Request
Auburn, NH**

Dear: Sir/Madam:

The purpose of this letter is to invite your company to submit a bid to supply the precast concrete box culvert, wingwalls, curtain walls and accessories for the subject project. Enclosed with this letter are specifications and plans for the referenced project.

Bids are due by Thursday, July 14, 2016 at 2:00 PM. Please address to Rene LaBranche at Stantec. Bids may be submitted by e-mail.

If you have any questions, please call.

Regards,

STANTEC CONSULTING SERVICES INC.

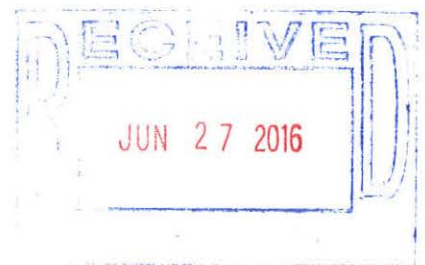
A handwritten signature in blue ink, appearing to read "Rene LaBranche", with a long horizontal flourish extending to the right.

Rene LaBranche
Principal
Phone: (603) 206-7532
Fax: (603) 669-8672
rene.labranche@stantec.com

Attachment: Bid Section, Spec. Section 03490, Figures 1 and 2

c. Bill Herman

lr document1



Old Candia Rd. Precast Concrete Culvert, Wingwalls,
Curtain Walls and Accessories
Auburn, New Hampshire
Engineer: Stantec Consulting Services Inc.

Bid Section

Page 1 of 4

BID

Proposal of _____ (hereinafter

called "BIDDER"), organized and existing under the laws of the State of _____

doing business as _____

(Corporation, Partnership, Individual)

To the TOWN OF AUBURN, NH (hereinafter called "OWNER").

In compliance with your Bid for: PRECAST CONCRETE BOX CULVERT, WINGWALLS, CURTAIN WALLS, AND ACCESSORIES the BIDDER hereby proposes to furnish and deliver the following materials:

PRECAST CONCRETE BOX CULVERT, WINGWALLS, CURTAIN WALLS, AND ACCESSORIES

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to provide the equipment specified on or before a date to be specified in the PURCHASE ORDER and to provide all services required as part of this BID.

BIDDER acknowledges receipt of the following ADDENDUM:

The Bidder is requested to state below what work of a similar size and capacity to that included in the proposed contract he has supplied, to give references that will enable the OWNER to judge his experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder.
2. Permanent Main Office address, telephone number, facsimile number, and e-mail address.
3. How long have you been manufacturing products of this nature? Also state names and dates of previous firm names, if any.
4. List reference installations, including contact names, addresses and phone numbers.
5. List of any deviations from the specification as written.
6. List of any required project design modifications to accommodate the proposed components.
7. A statement by the MANUFACTURER that the proposed products meet the functional and performance requirements of the specification.

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.

Respectfully submitted:

Signature

Address

Title

Date

Being duly sworn, deposes and says that he is

of

(Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My commission expires _____

(Seal - If BID is by Corporation)

ATTEST: _____

BIDDER agrees to supply materials and perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

195119046

1. FURNISH PE STAMPED SHOPDRAWINGS FOR THE PRECAST CONCRETE BOX CULVERT WITH BAFFLES, WING WALLS, CURTAIN WALLS, AND ACCESSORIES IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS:

Quantity	Unit Price	Total Bid Price
1	\$ _____	\$ _____

2. FURNISH 4' X 6' PRECAST CONCRETE BOX CULVERT WITH BAFFLES, CURTAIN WALLS AND ACCESSORIES IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS:

Quantity	Unit Price	Total Bid Price
1	\$ _____	\$ _____

3. FURNISH PRECAST WING WALLS AND ACCESSORIES IN ACCORDANCE WITH CONTRACT DOCUMENTS AND DRAWINGS:

Quantity	Unit Price	Total Bid Price
1	\$ _____	\$ _____

ITEMS 1, 2, AND 3:
TOTAL PRICE (IN FIGURES) \$ _____

ITEMS 1, 2, AND 3:
TOTAL PRICE (IN WORDS) _____

(Dollars)

BID CONDITIONS:

1. The Owners reserves the right to award the contract to the bidder with the bid that is in the best interest of the Town of Auburn.
2. The Owner shall award the bid item no. 1, the PE Stamped shop drawings prior to award of bid items 2 and 3. In addition award of bid item no. 1 does not obligate the owner to award bid items 2 and 3. The reason for this bid condition is related to potential changes to the precast components related to environmental permitting requirements.

Old Candia Rd. Precast Concrete Culvert, Wingwalls,
Curtain Walls and Accessories
Auburn, New Hampshire
Engineer: Stantec Consulting Services Inc.

Bid Section

Page 4 of 4

PROPOSED DELIVERY DATE

The BIDDER proposes to deliver the PRECAST CONCRETE BOX CULVERT, CURTAIN WALLS AND T-WALL WING WALLS and accessories _____ calendar days following the approval of shop drawings and the issuance of an executed purchase order from the OWNER, assuming (3) business days allotted for shop drawing review.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

END OF SECTION

SECTION 03490

PRECAST CONCRETE BOX CULVERT, WINGWALLS,
CURTAIN WALLS AND ACCESSORIES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing precast concrete box culvert, wingwalls, curtain walls and appurtenant materials, including all temporary and permanent hardware required.
- B. The precast manufacturer shall deliver the precast concrete components to the Town of Auburn at the project site on Old Candia Road. The cost of delivery shall be considered subsidiary to the Lump Sum price of the order.
- C. All steel reinforcing in all components to be

1.02 REFERENCE STANDARDS

- A. AASHTO - Standard Specifications for Highway Bridges, 1999 Edition as amended.
- B. NHDOT - Standard Specifications as amended.
- C. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- D. AASHTO M31, ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- E. ASTM C109 - Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50 mm Cube Specimens).
- F. ASTM C827 - Early Volume Change of Cementitious Mixtures.
- G. ASTM C890 - Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
- H. ASTM C913 - Precast Concrete Water and Wastewater Structures.
- I. ASTM Standard Specifications for Segmental Retaining Wall Units.

1.03 SUBMITTALS

- A. Submit Shop Drawings in accordance with Section 01340.
 - 1. Shop Drawings for precast concrete box culvert, wingwalls, curtain walls and accessories shall include details of construction, reinforcing, lifting devices, joint details, lifting analysis and structural calculations, with a N.H. licensed structural engineer's seal.

1.04 QUALITY ASSURANCE

- A. Design Criteria:
 - 1. Design of precast concrete box culvert sections, components shall conform to AASHTO Standard Specifications for Highway Bridges, latest edition.
 - 2. The precast box culvert structure shall be capable of withstanding AASHTO HL93 loading.

3. Concrete: Minimum compressive strength of 5000 psi at 28 days.
 4. Culvert dimensions shall be 4 feet high by 6 feet wide with 12" tall precast baffle walls extending across the culvert width at 6'-0, on center. One baffle shall occur at the inlet and one at the outlet of the culvert.
 5. The overall length of the box culvert wingwalls, curtain walls and accessories shall be 46 feet.
- B. The structures shall be made by a manufacturer of precast concrete units regularly producing units of similar type and size.
- C. The quality of all materials, the process of manufacturer and the finished sections shall be subject to inspection by the ENGINEER. Such inspection may be made at the place of manufacture, and/or on the work site after delivery. Sections shall be subject to rejection due to failure to meet any of the Specification requirements, even though sample sections may have been accepted as satisfactory at the place of manufacture. Sections rejected after delivery to the site shall be marked for identification and shall be removed from the site at once. All sections which have been damaged after delivery will be rejected, or if already installed, shall be repaired or removed and replaced entirely at the CONTRACTOR'S expense as directed by the ENGINEER.
- D. All sections shall be inspected for general appearance, dimensions, soundness, etc. The surface shall be dense, close-textured and free of blisters, cracks, roughness and exposed reinforcement.
- E. Imperfections may be repaired, subject to acceptance by the ENGINEER, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final acceptance. Concrete grout shall be used for repairs. Cementitious grout may be used for repairs, subject to acceptance by the ENGINEER.

1.05 SOURCE QUALITY CONTROL

- A. Test concrete in accordance with NHDOT Section 520.
- B. Retain plant records and quality control program used during production of the precast culvert, end sections and cut-off wall and submit such records and test results to the ENGINEER, if requested.
- C. All precast concrete sections shall have the date of manufacture indelibly marked on the inside of the wall.
- D. All material and workmanship shall be in accordance with the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Precast sections shall not be shipped until the concrete has attained a compressive strength of 3000 psi or until 5 days after fabrication and/or repair, whichever time is longer.
- B. Conform to manufacturer's instructions for delivery and handling.
- C. Protect edges of sections to prevent chipping or spalling.
- D. Lift and support sections from lifting points using lifting or handling devices.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete: NHDOT Section 520, Portland Cement Type II with a compressive strength of 5,000 psi at 28 days.
- B. Epoxy Coated Reinforcing steel: AASHTO M31, ASTM A615, Grade 60 Epoxy Coated.
- C. Welded Wire Fabric: ASTM A185.

2.02 PRECAST SECTIONS

- A. Each section shall have a male and female end with no less than 1-1/2-inch concrete overlap. Each section shall have one preplaced 1-inch neoprene gasket cemented to joint surface.
- B. Culvert sections shall have no weep-holes nor any holes which penetrate the walls, bottom, or top.
- C. Each section shall be equipped with lifting hook suitable for lifting each section into place.

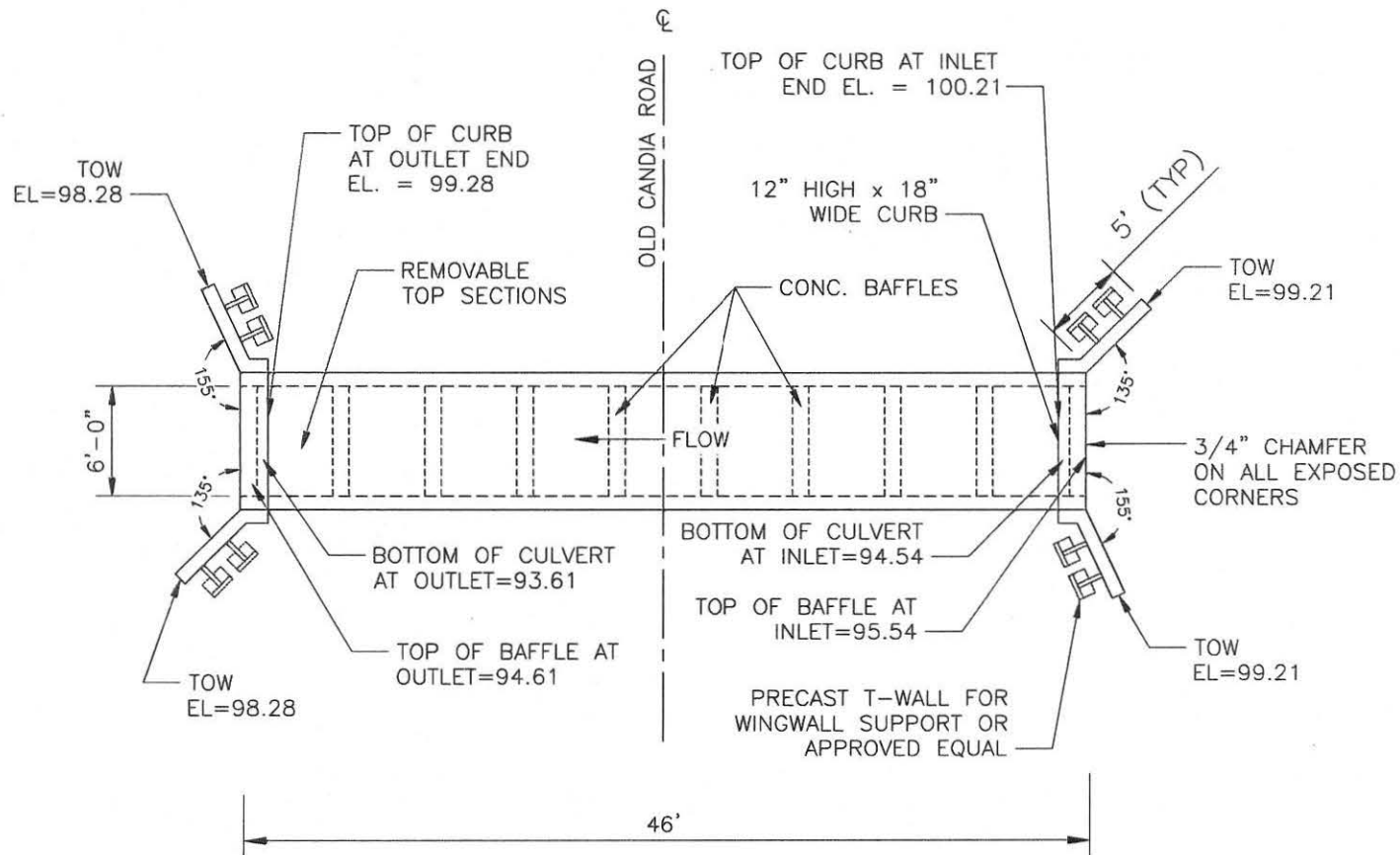
2.03 CONCRETE GROUT

- A. Concrete grout shall be premixed, prepackaged nonshrink cement based grout such as Five Star Grout manufactured by U.S. Grout Corporation.
- B. Nonshrink when tested in accordance with ASTM C827.
- C. Minimum compressive strength of 5000 psi at 28 days when tested in accordance with ASTM C109.

2.04 WATER REPELLENT

- A. All exposed precast concrete sections shall have water repellent applied in accordance with NHDOT Section 534.
- B. Exterior of all joints shall be coated with waterproofing after setting (by the OWNER).

END OF SECTION



CULVERT PLAN
SCALE: 1"=10'-0"

ORIGINAL SHEET - ANSI A

JUNE, 2016
195112013



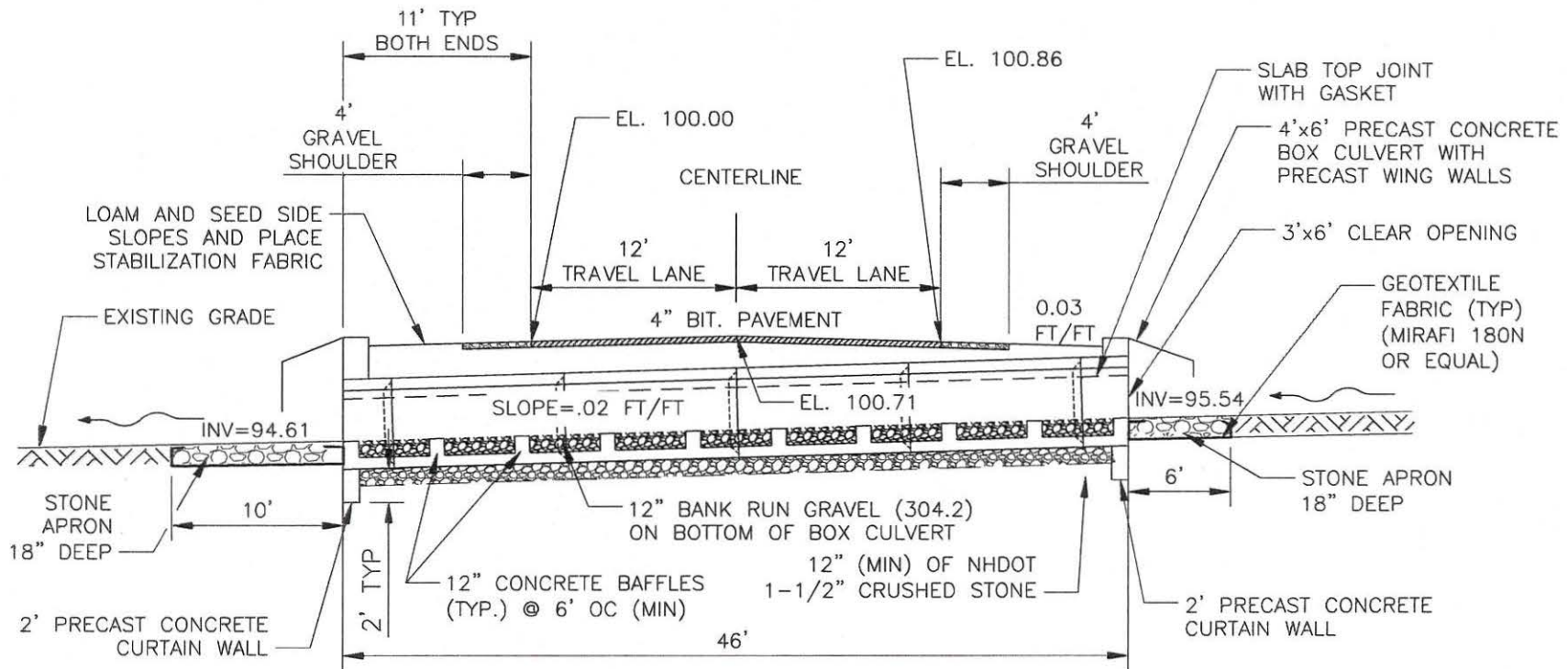
Legend

Client/Project
Town of Auburn
Old Candia Road
Culvert Replacement

Figure No.
1

Title
CULVERT PLAN

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



TYPICAL LONGITUDINAL SECTION ALONG PRECAST BOX CULVERT

SCALE: 1"=10'-0"

ORIGINAL SHEET - ANSI A

JUNE, 2016
195112013



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

Legend

BOX CULVERT DESIGN TO ACCOMMODATE HL-93 LOADING

Client/Project

Town of Auburn
Old Candia Road
Culvert Replacement

Figure No.

2

Title

CULVERT PROFILE

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: July 8, 2016

Re: Recreation Improvements

Several meetings ago, the Board had requested the Parks & Recreation Commission Chair to look through the operating budget of the Recreation Commission to see how much money might be found to help cover the over-expenditures from the Recreation Improvement account.

Attached is the budget report with the suggestions David Nye has provided indicating a total of \$4,800 to \$5,000 could be found within the Recreation operating budget.

The Recreation Improvements budget totaled \$41,500, and to date \$61,812.07 has been spent resulting in an over expenditure of \$20,312.07. Also attached is the current detailed accounting for the expenditures from this account from Finance Director Adele Frisella.

Assuming the Board accepts the \$4,800 - \$5,000 presented from the Recreation budget, there remains a current balance of \$15,512.07 to \$15,312.07 yet to be found from other accounts.

Not all of the expenses from the Recreation Improvements account are in yet. Work is still being done by Stantec Consulting to design and permit the walking path connecting the new parking lot with Eddows Fields. Unless the Board wants to suspend that work effort until 2017, I would anticipate at least another \$3,000 - \$4,000 in expenses to come in this area, which will only increase the total over-expenditure.

At this point, we are looking for direction from the Board on two fronts:

- 1) Do you want the design and permitting of the walk path connection from the new parking lot to the ball fields to continue in 2016 or 2017?
- 2) With the requested input from Mr. Nye concerning potential reductions in the Recreation operating budget, how would the Board like to proceed in addressing the over-expenditures in the Recreation Improvement account?

Thank you for your consideration.

Attachments

Run: 6/17/16
1:49PM

Budget Appropriation Report - Current Year Only

Page: 1

Kate

ReportSortedBudgetAppropriation

TOWN OF AUBURN
As Of: June, GL Year 2016

Account Number		Budget	Budget Adjustments	Net Budget	YTD Exp	Encumbered	Balance Available	%Used
General Fund								
01-4520-0-001-1	Recreation Senior Trips	12,500.00	0.00	12,500.00	2,393.76	0.00	10,106.24	19.150 <i>2,000</i>
01-4520-0-001-2	Recreation Family Events	14,500.00	0.00	14,500.00	11,675.42	0.00	2,824.58	80.520
01-4520-0-001-3	Recreation Basketball Program	600.00	0.00	600.00	0.00	0.00	600.00	0.000
01-4520-0-001-4	Recreation Ski Program	2,800.00	0.00	2,800.00	2,655.92	0.00	144.08	94.854
01-4520-0-001-6	Recreation Community Service Award	400.00	0.00	400.00	0.00	0.00	400.00	0.000 <i>400</i>
01-4520-0-001-7	Recreation Soccer Program	600.00	0.00	600.00	0.00	0.00	600.00	0.000 <i>400</i>
01-4520-0-001-8	Recreation Senior Dinners	1,500.00	0.00	1,500.00	959.28	0.00	540.72	63.952 <i>200</i>
01-4520-1-120-1	Recreation Secretary Salary	10,912.00	0.00	10,912.00	3,773.28	0.00	7,138.72	34.579
01-4520-1-120-2	Recreation Maintenance Worker	18,802.00	0.00	18,802.00	12,286.36	0.00	6,515.64	65.346
01-4520-2-250-1	Recreational Mileage Reimbursement	750.00	0.00	750.00	231.06	0.00	518.94	30.808
01-4520-3-360-1	Recreation Playground & Parks	2,000.00	0.00	2,000.00	358.00	0.00	1,642.00	17.900 <i>500</i>
01-4520-5-520-1	Recreation Electricity	2,400.00	0.00	2,400.00	888.95	0.00	1,511.05	37.040
01-4520-5-550-0	Recreation General Maintenance	21,500.00	0.00	21,500.00	9,618.50	0.00	11,881.50	44.737 <i>1,500</i>
01-4520-5-550-4	Recreation Ice Rink	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.000
01-4520-5-560-1	Recreation Trash Removal	600.00	0.00	600.00	0.00	0.00	600.00	0.000
01-4520-5-560-2	Recreation Chemical Toilets	5,400.00	0.00	5,400.00	2,157.40	0.00	3,242.60	39.952
01-4520-6-670-0	Recreation Phone & Office Supplies	500.00	0.00	500.00	418.66	0.00	81.34	83.732
Total General Fund		96,764.00	0.00	96,764.00	47,416.59	0.00	49,347.41	49.002

4,800

5,000

Recreation Improvements

Date	Vendor	Inv #	Amt	
1/27/2016	David Nye	DN012716	1,320.00	Stack Brush & Burn
2/26/2016	David Nye	DN022616	320.00	CutTrees Powerline
2/26/2016	Stantec	1022131	732.00	
3/10/2016	David Nye	DN031016	1,000.00	Move Loam Stake Lot
3/15/2016	Phoenix Precast	63992	5,676.00	Light Pole Base
3/16/2016	David Nye	DN031616	4,300.00	Move Loam
3/22/2016	David Nye	DN032216	2,745.00	Loam, Gravel, Ditch
3/21/2016	SRW Trucking	SRW032116	640.00	Trucking Material
3/25/2016	Stantec	1033300	762.50	
3/28/2016	David Nye	DN032816	1,375.00	Gravel
4/18/2016	David Nye	DN041816	11,150.00	Loam, Crush, Gravel
4/29/2016	CWS Fence	160040	3,420.00	Guard Rail / Fence
4/30/2016	Stantec	1048337	1,250.00	
5/4/2016	ATS Equipment	590542	60.00	
5/9/2016	David Nye	DN050116	6,250.00	Lighting & Gravel
5/9/2016	SRW Trucking	SRW050916	640.00	Trucking Material
5/13/2016	ATS Equipment	590508	3,700.00	Excavator Rental
5/16/2016	David Nye	DN051616	7,780.00	Loam Electrical Cleanup
5/23/2016	Dan Carpenter	7748	560.00	Debris Removal
5/23/2016	Gemini Electric	1053479	8,131.57	Lighting

Total	61,812.07
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ATS	3,760.00
CWS Fence	3,420.00
Dan Carpenter	560.00
David Nye	36,240.00
Gemini Electric	8,131.57
Phoenix Precast	5,676.00
SRW	1,280.00
Stantec	2,744.50
	<u>61,812.07</u>

**Town of Auburn
Board of Selectmen
Workshop Meeting
June 27, 2016**

Selectmen Present: James Headd, Richard Eaton & Dale Phillips

Also Present: Road Agent Mike Dross, Dan Tatem of Stantec Consulting, and Town Administrator William Herman

Mr. Headd called the meeting to order at 9:01 AM.

Discussion of History & Status of Hooksett Road:

Mr. Herman advised in recent years questions have arisen between the NH Department of Transportation (NHDOT) and the Town of Auburn concerning the ownership and maintenance responsibilities for various sections of Hooksett Road. To date, the Town of Auburn has not been able to locate a clear record or history regarding ownership versus right-of-way, and what portions of Hooksett Road is Auburn responsible to maintain.

In the past two years, some drainage infrastructure maintenance in the immediate area of the underpass at Exit 2 was brought to the Road Agent's attention by NHDOT. Although the drainage was installed by NHDOT, they informed him the repair work is the responsibility of Auburn. However, the Road Agent indicated that he is personally aware, dating back to Cliff Stacey, that NHDOT has maintained the infrastructure for this particular section of road.

At the present time, NHDOT contents the maintenance responsibility for Hooksett Road is divided up as follows:

- From NH 121 northerly to approximately 0.25 miles north of Depot Road (NHDOT)
- From 0.25 miles north of Depot Road northerly to Rockingham Road (Auburn)
- From Rockingham Road northerly for 0.75 miles -- 563 Hooksett Road (NHDOT)
- From 563 Hooksett Road northerly to Hooksett town line (Auburn).

Because Auburn does not have any historical documentation clearly delineating the ownership / maintenance responsibilities for the various sections of the road, Mr. Herman had requested Stantec Consulting to research the historical records of

Hooksett Road in hopes of determining the ownership of each section and who has maintenance responsibilities for those sections of road, which has led to this meeting.

Mr. Tatem indicated that work would need to be done by researching records at the Rockingham County Registry of Deeds, the NH State Archives and archives at the NHDOT in order to potentially arrive at an answer. He indicated this could cost approximately \$2,000 to \$2,500 and, based on past similar research activities, may result in no definitive answer or potentially complete information that may benefit the Town or the NHDOT.

Mike Dross indicated for more than 35 years of his recollection of time with Cliff Stacey, Joe Stacey, John Rolfe and his own time as Road Agent, the NHDOT has painted the lines in that section of road; mowed; maintained the traffic islands; performed drainage maintenance and repairs; pumped out catch basins, placed traffic signs and the like. He indicated the immediate drainage issue at this time is a catch basin under the overpass near the off-ramp adjacent to Myles Travel Plaza. It is a barrel block installation that is beginning to rot out and fall apart.

Rick Eaton didn't understand why the Town was even having this discussion. He felt it was clear that at any major intersection of a road like Route 101, there was no question but it was NHDOT ownership and/or responsibility.

Mr. Herman indicated it is not so much a question of ownership, but maintenance responsibilities. His personal belief is the NHDOT does not own Hooksett Road, but would either have a right-of-way easement or a drainage & maintenance easement over portions of it that would establish responsibility for sections of the road. Depending what level of responsibility is in place, it could be by easement, it could be by formal layout that went through the Governor and Council, it could have been by a legislative act, or by some other means.

Mr. Tatem indicated the NHDOT is scheduled to re-build the two sections of Hooksett Road it indicates are its responsibility this construction season. He had understood they would be removing the current black top and replacing it with three-inches of pavement, which they will let traffic pack down for a month or so, and then place a one-inch top coat. Mr. Dross also understood they would be replacing all existing culverts in those sections of road as part of their efforts.

As the Board discussed and reviewed the potential issues and responsibilities, they collectively came to the conclusion the Town should perform its due diligence and try to determine what documentation is in place that formalizes respective areas of responsibility.

Mr. Eaton moved to authorize Stantec Consulting to perform the appropriate research concerning the ownership and maintenance responsibilities for Hooksett Road. Mrs. Phillips seconded the motion. All were in favor, the motion carried unanimously.

Mr. Tatem indicated he believed the research work would be performed in early July and the Board should be able to have the results in relatively short order.

Other Business:

Mr. Herman provided the Board with a recommendation from Stantec Consulting to release the present surety held by the Town for the Long Meadow Subdivision, which is in the amount of \$21,682.80. Mr. Tatem noted the funds had been retained for an additional year to deal with road items found a year ago in the road acceptance process. He noted the issue had been a "wavy" pavement condition, which was addressed by the developer with the installation of 800-feet of underdrain and outlets. He has inspected everything and reports all repairs have been made and are working. The Road Agent had no concerns with the recommendation.

Mrs. Phillips moved to release the present surety of \$21,682.80 held by the Town for the Long Meadow Subdivision based on the recommendation of Stantec Consulting. Mr. Eaton seconded the motion. All were in favor, the motion carried unanimously.

Adjourn:

Mr. Headd moved to adjourn; Mr. Eaton seconded the motion. All were in favor, the meeting was adjourned at 9:55 AM.