

**Town of Auburn
Board of Selectmen
Town Hall
July 13, 2020**

7:00 p.m.

() Call to Order – Pledge of Allegiance

Approval of Payroll Manifest for the Week of July 6, 2020 -- \$99,511.39
Approval of Accounts Payable Manifest for the Week of July 13, 2020
Approval of Consent Agenda – Week of July 13, 2020

() Appointments with the Board

() Town Response to Covid-19 and State of Emergency Declaration

General Update on Town Issues
State Supplying PPE for Elections

() New Business

Consideration of Robert Frost / Old Stagecoach Byways Council Representatives
NHDOT Proposed Sale of State-Owned Land in Auburn
Emergency Order #56 – Modifications of Procedure Relative to Appropriations & Tax Payments

() Old Business

Render Decision – Application for Restoration of Involuntarily Merged Lots – 20 Appletree Road
BTLA Appeal – Eversource Abatement Appeal
Design of Griffin Mill Bridge
Agreement with The H.L. Turner Group for Library & Property Evaluation Project
Request for Proposal for LED Street Light Conversion

() Report / Comments of Ex-officio Board Representatives

() Other Business

() Next Meetings / Events

Monday, July 20, 2020 – Board of Selectmen's Workshop Meeting
Monday, July 27, 2020 – Board of Selectmen's Meeting – 7:00 PM

() Minutes

- June 29, 2020 Site Walk Meeting
- June 29, 2020 Public Meeting

() Adjourn

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

Town of Auburn

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



Town Administrator

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

To: Board of Selectmen

From: Bill Herman, CPM, Town Administrator

Date: July 13, 2020

Re: Consent Agenda – Week of July 13, 2020

Notice of Intent to Cut Wood or Timber:

- ❖ Rattlesnake Hill Road (Tax Map #4, Lots #11 & #12) - 13 acres

Abatement – Refund Request:

- ❖ 54 Haven Drive (Tax Map #5, Lot #9-9) – Duplicate Payment - \$2,699.00
- ❖ 113 Hooksett Road (Tax Map #7, Lot #25-4) – Duplicate Payment - \$4,142.00
- ❖ 11 Sonya Drive (Tax Map #1, Lot #13-2) – Duplicate Payment - \$3,858.00

Tax Collector's Warrant / Land Use Change Tax:

- ❖ 86 Juniper Circle (Tax Map #8, Lot #25-20) - \$12,500.00
- ❖ 66 Juniper Circle (Tax Map #8, Lot #25 – 12) - \$12,000.00

Correspondence:

- ❖ First Responder Stipend Program

NH Department of Revenue Administration:

- ❖ Inquiry for Use of PA-28 Inventory of Taxable Property Form for 2021

Void Check Manifest:

- ❖ Accounts Payable - \$3,712.59
- ❖ Accounts Payable - \$100.00

Abatement Application / Property Taxes:

- ❖ 800 Hooksett Road (Tax Map #12, Lot #2) - Denied

Pistol / Revolver License:

- ❖ Three (3) Pistol / Revolver Licenses

To: Moderators, Clerks, Supervisors, and Selectmen

From: Secretary of State, Bill Gardner

Date: Monday, July 6, 2020

Re: Personal Protective Equipment
September 8, State Primary; November 3, General Election

We will provide each polling place with Personal Protective Equipment ("PPE") for the health and safety of election officials, poll workers, and voters. Federal funds will pay for the PPE, for use at federal elections.

New Hampshire Homeland Security and Emergency Management ("HSEM") is collaborating with us for the delivery of PPE in this effort. HSEM will interact primarily with your community's Emergency Management Director. I ask that you communicate with your Emergency Management Director to ensure coordination with HSEM to receive your PPE for the upcoming federal elections. Distribution of PPE is expected to be completed by the end of August. HSEM will reach out to your Emergency Management Director to coordinate logistics and arrange for someone from your community to receive and sign for the PPE.

You will receive one supply for two elections. You will need to allocate the disposable PPE items to the September 8, 2020 primary and the November 3, 2020 general election. You must use several PPE items at both elections. Depending on when suppliers are able to deliver PPE items to the State, some may be separately distributed to you.

The quantity of PPE being issued has been calculated using the number of voters who cast ballots at the 2016 state primary and 2016 general election, the most recent elections similar to this fall's elections. We adjusted your 2016 turnout numbers allowing for a potential increase in voter turnout and for an expected increase in the number of voters who will vote by absentee. The estimate of the expected number of in-person voters is designed to be high to ensure adequate supplies if necessary.

The allocation of PPE starts with a baseline supply for every polling place serving up to 600 expected in-person voters. For polling places where the estimated number of in-person voters is greater than 600, the allocation provides additional PPE to provide for additional voter check-in stations (ballot clerk stations) and additional supervisors of the checklist pro tem (added staff helping supervisors do election day registrations). If you believe there is a need for more, let us know.

PPE Items being Issued

KN-95 Masks – For election officials. Based on advice from medical authorities, one mask per election official for both elections, to be stored in a paper bag between uses.

Surgical Masks – For voters who are not wearing their own mask. Also for election officials working behind sneeze shield who prefer the lighter mask. These are one-use masks.

Face Shields – For election officials who are not working behind sneeze guards. Election officials wear these see through barriers over the face.

Gloves – For election officials and voters

Gowns – For election officials who are not working behind sneeze guards and who will be assisting voters in close proximity.

Hand Sanitizer – Gallon Jug – Positioned after the ballot counting device/ballot box, for voters to sanitize as they exit the polling place. Hand sanitizing before or while handling a ballot risks getting the ballot wet. Wet ballots can jam in the ballot counting device. This supply is also available to election officials. The concern with wet ballots does not apply in hand count towns.

Hand Sanitizer – smaller containers to position behind the sneeze guards at the voter check-in positions, voter registration positions, and No Photo-ID table, for use by election officials as needed after handling voter documents, etc.

Sneeze Guards – Table top clear plastic shields that will be a barrier between an applicant registering to vote and the supervisor, a voter checking in to get a ballot and the ballot clerk, and a voter going through the No Photo ID process and the election official. Election officials working behind a sneeze guard should wear a mask, but the more comfortable surgical mask is sufficient. The sneeze guards are approximately 31” wide and 48” tall.

Sanitizing Wipes in Jugs – for sanitizing surfaces before and during election day – except voting booths and tables with voting screens. In Ballot Counting Device polling places a surface that is damp from sanitizing may transfer wetness to a ballot. Wet ballots jam in the ballot counting device. Paper mats are provided for a voter to place on the writing surface before setting the ballot down to mark.

Accessible Voting System one4all wipes – alcohol wipes to sanitize the keyboard and surfaces of the one4all system before and between uses.

Disposable earphone covers – one use, disposable, earphone covers for the one4all accessible voting system, cover replaced between uses.

Pen/Pencil – To issue the voter to mark his or her ballot and then to keep. This avoids the need to sanitize the writing instrument. Pens for ballot counting device polling places, pencils for hand count polling places.

Social Distancing Signs – Weather resistant signs for outside the polling place and poster paper signs for inside the polling place.

Painter’s Tape to mark Social Distancing – Tape to mark increments on the floor for social distancing where lines typically form. Intended to be inexpensive, one use, and easily removed.

Paper mats for writing surface – one use, disposable paper mat for each voter. The voter places the mat on the writing surface before setting the ballot down. This is an alternative to sanitizing each

surface between each voter, which poses risk of wet surfaces causing wet ballots that jam in the ballot counting device. Each mat will have instructions printed on it.

Ballot Privacy Carriers – a specially designed folder/envelope will be provided for voters who choose to use it to carry the marked ballot to the ballot counting device. In response to the COVID-19 health crises and moderator's concerns, ballots for 2020 will be 8.5 X 11 in size, with some offices printed on the back. This will minimize the folds required for absentee ballots, which should reduce any problems with absentee ballots jamming in a ballot counting device due to the folds. Official election day ballots will therefore also have offices on both sides. To keep the marked ballot secret, the voter will insert the ballot into the privacy carrier. An edge of the ballot will extend from the carrier. Upon arrival at the ballot counting device the voter can hold the carrier and insert the edge of the ballot into the device. The device will pull the ballot into the device. This prevents exposure of either side of the marked ballot to others in the polling place. The carriers used at the primary will be kept for reuse at the general election.

Bill Herman

From: Elizabeth Robidoux <elizabethrobidoux@derrynh.org>
Sent: Monday, June 29, 2020 11:00 AM
To: Bill Herman
Subject: FW: Robert Frost/Old Stagecoach Scenic Byways Council

Bill,

Did the Town ever put the signs back up for the Byway? I have to admit, I've been remiss in looking for them

Currently, I believe I am the member and Paula is the alternate representing Auburn for the Byway. I can have Deb Mancini reach out to you formally to request appointment.
It probably would not hurt to have the Selectmen reaffirm the appointments anyway.

Happy 4th of July week. I hope all is well with you!

Liz

From: jdkstmancini@comcast.net <jdkstmancini@comcast.net>
Sent: Monday, June 29, 2020 10:50 AM
To: ahlasny@snhpc.org
Cc: Elizabeth Robidoux <elizabethrobidoux@derrynh.org>; marzloff@comcast.net; sbogle@therpc.org
Subject: RE: Robert Frost/Old Stagecoach Scenic Byways Council

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Adam,

Thank you for your quick response. I will put the next meeting on my calendar.

I took a ride along 121 in Auburn again today and did not see any byway signs. If there is any way I can help to make this happen, please let me know. It is a beautiful drive and I think many people would appreciate it.

Thanks,
Deb Mancini

Sent from Xfinity Connect Application

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

From: ahlasny@snhpc.org
To: jdkstmancini@comcast.net
Cc: elizabethrobidoux@derrynh.org, marzloff@comcast.net, sbogle@therpc.org
Sent: 2020-06-29 10:33:43 AM
Subject: RE: Robert Frost/Old Stagecoach Scenic Byways Council

Hi Deb,

Thanks for reaching out, and for your willingness to help.

Currently Elizabeth Robidoux and Paula Marzloff are Auburn's representatives, but we are always looking for more participants. I'm hoping one of them will be able to answer your signage question, as I'm unsure of the latest status.

Our next meeting is scheduled for Monday, 7/20, 7pm, tentatively at Derry Municipal Center. You're more than welcome to join us! I'd direct you to the byway's website, www.frost-stagecoach-byway.org. for more info. Please let me know if you have any other specific questions, and thanks again for reaching out.

Take care
Adam

Adam Hlasny
Senior Transportation Planner
Southern NH Planning Commission
438 Dubuque Street ~ Manchester, NH 03102
603-669-4664

From: The Mancini's <jdkstmancini@comcast.net>
Sent: Sunday, June 28, 2020 4:25 PM
To: sbogle@rpc-nh.org; Adam Hlasny <ahlasny@snhpc.org>
Subject: Robert Frost/Old Stagecoach Scenic Byways Council

Hello,

My name is Deb Mancini and I'm one of the volunteers for the Auburn Historical Association.

I am interested in finding out more about getting more information about the Byway Council. Since I am fairly new volunteer to the AHA, I was wondering if there was already representation for this council in the town of Auburn. Also, if someone could let me know if the signs for the Stagecoach Scenic Byway continue along route 121 through Auburn – I have not been able to locate any but I may have missed them.

Please feel free to email me or call me on my cell.
Thanks in advance,

Deb Mancini
Volunteer – Auburn Historical Association
Cell: 603-540-7052

Bill Herman

From: cmsmailer@civicplus.com on behalf of Contact form at Auburn NH
<cmsmailer@civicplus.com>
Sent: Monday, June 29, 2020 1:35 PM
To: Bill Herman
Subject: [Auburn NH] Robert Frost/Old Stagecoach Byways Council (Sent by Deborah M Mancini, jdkstmancini@comcast.net)

Hello wherman,

Deborah M Mancini (jdkstmancini@comcast.net) has sent you a message via your contact form (<https://www.auburnnh.us/users/wherman/contact>) at Auburn NH.

If you don't want to receive such e-mails, you can change your settings at <https://www.auburnnh.us/user/136/edit>.

Message:

Hello Bill,

My name is Deb Mancini and I'm a volunteer with the Auburn Historical Association currently helping out with the website, Facebook page and monthly Crier article.

Today, I spoke with Elizabeth Robidoux who reached out to me after I had sent an email expressing interest in the Byways Council. I had asked how we can go about getting the Byway signs displayed around Auburn.

There may already be 2 representatives to the Council from Auburn but if not, I would be interested in being a representative. If they are both already filled, maybe I can serve as a non-voting volunteer?

Please feel free to call me or email me to discuss further. If you need references, maybe you could contact Dan Carpenter, Jim Thompson, Pat Clement or Brenda Beer as they are my fellow volunteers at the AHA.

Thanks so much,
Deb Mancini
603-540-7052

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 2, 2020

Re: NHDOT – Proposed Sale of State-Owned Land in Auburn

On July 1st, the Town received the attached two notices from the NH Department of Transportation (NHDOT) advising of the proposed selling of a combined approximately 0.52-acres of State owned land in Auburn located on the southerly side of Rockingham Road in-between 251 and 269 Rockingham Road.

The parcel in question is not a separate lot of record and is not correctly identified as such on the Town tax maps. It is actually part of the NHDOT's right-of-way on Rockingham Road that includes this space between the two abutting lots.

As drafted, the notices incorrectly identify the parcel that is owned by the State. As written, it indicates the State land is identified as Tax Map #25, Lot #40. That property is actually 269 Rockingham Road where a commercial building is currently under construction. The parcel the State is attempting to identify is shown as Auburn Tax Map #25, Lot #39-1. I spoke with officials in the NHDOT Right of Way Bureau today and are working with them to correct the record. They may need to re-notice us with a letter containing the correct information.

The notices received from the State are following statutory requirements in RSA 4:39-c: I to first offer to sell the property deemed to be surplus to the municipality in which the property is located, prior to it being sold to the general public.

As a result, we are seeking the Board's determination as to whether the Town has any interest in acquiring this parcel. We will advise the NHDOT of the Board's determination to enable them to move forward in the appropriate manner.

Thank you for your consideration.

Attachments

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 4

POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

Acquisition and Disposal of Real Estate

Section 4:39-c

4:39-c Disposal of Highway or Turnpike Funded Real Estate. –

Disposal of real estate purchased with state or federal highway funds, or both, or with turnpike funds shall occur as follows:

- I. Upon recommendation of the commissioner of the department of transportation to dispose of or lease property purchased with state or federal highway funds or both, or turnpike funds, the request for disposal or leasing shall be reviewed and approved by the long range capital planning and utilization committee before submission to the governor and council for approval. Upon determination that the property is no longer needed by the state, the governor and council shall first offer it to the government of the town, city, or county in which the property is located. If the town, city, or county refuses the offer, the governor and council may sell, convey, transfer, or lease the real property.
- II. Sales of real property under this section shall be at not less than current market value of the subject property, as may be determined by the governor and council. If the town, city, or county decides to resell the property, it shall first offer the property to the state at the market value at the time of sale.
- III. The proceeds from a sale, conveyance, transfer, or lease under this section shall be credited to either the highway fund or the turnpike fund, whichever fund provided money for the original purchase.
- IV. This section shall not apply to the exchange of state-owned lands, which are under the jurisdiction of the department of transportation, for other lands of equal or greater value, during right-of-way negotiations, or to the sale of buildings that need to be moved to clear such rights-of-way for public projects found necessary under other state laws.

Source. 2005, 12:1. 2007, 100:1, eff. Aug. 10, 2007. 2019, 92:1, eff. Aug. 17, 2019.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

June 26, 2020

William Cass, P.E.
Assistant Commissioner

Town of Auburn
William Herman, Town Administrator
Po Box 309
Auburn, NH 03032

Re: **Sale of State Owned Land in Auburn**
Auburn, F-018-2(12), P-3375A

Dear Mr. Herman:

The New Hampshire Department of Transportation (Department) is proposing to sell 0.4 +/- of an acre of State owned land located at the southerly side of Rockingham Road, to abutter 269 Rockingham Road, LLC (Rockingham Road). This parcel is identified on Auburn's Tax Records as Map 25, Lot 40.

The Department is proceeding with the sale of this parcel of land directly to the Rockingham Road (pending Governor and Executive Council approval), at the appraised value of \$11,538.00. In addition to the appraised value, the Department will also charge an Administrative Fee of \$1,100.00. The sale will include the following conditions:

- No access from this parcel to NH Route 101.
- The State would reserve a drainage easement at the end of the drainage pipe along NH Route 101 near the easterly boundary line.
- 269 Rockingham Road, LLC will work together with Wellington Bros. Limited Partnership, the abutter to the east of the State's parcel, to subdivide the parcel into two (2) smaller pieces, which will then be sold to the abutters and merged into each respective parcels. The cost of the subdividing and the lot merger would be the responsibility of the buyers.

Pursuant to RSA 4:39-c: I, the Department first offers to sell the property to the municipality in which the property is located, prior to it being sold to the general public. I request that the Town of Auburn please contact me within thirty (30) days concerning their interest in the purchase of this State owned property for the listed value.

If you have any questions, please feel free to contact either Sandra Newman, Property Agent for the Department, or myself, at the phone number listed below.

Sincerely,

Stephen G. LaBonte
Administrator

SGL/SJN/jl
Enclosures

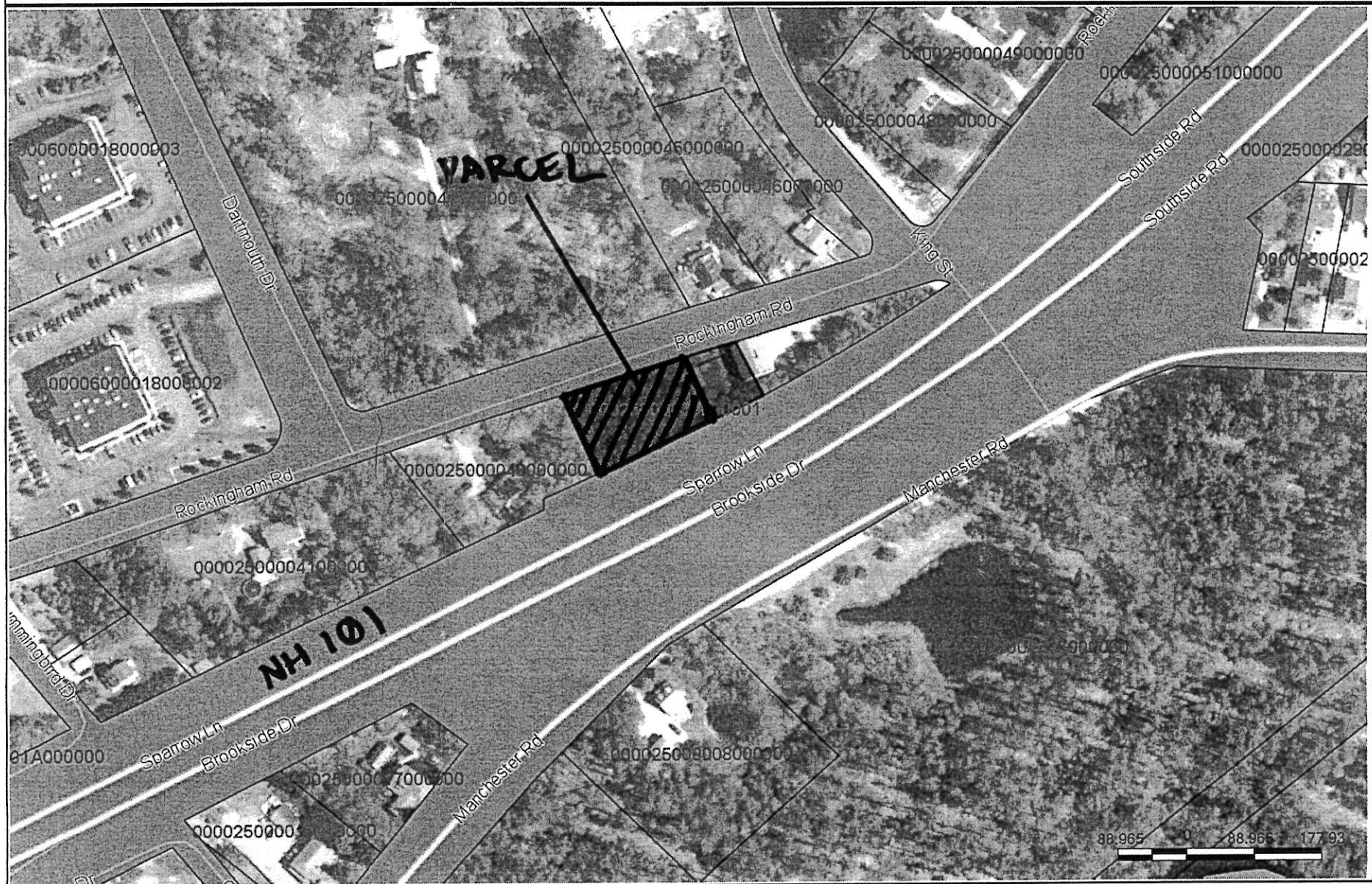
Certified Mail

cc: Adam Smith, Assistant Administrator

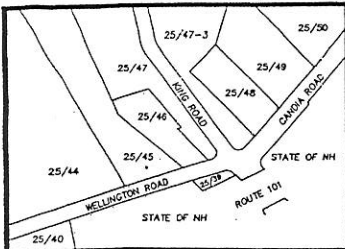
Bureau of Right of Way
JO Morton Building-Room 100
7 Hazen Drive PO Box 483
Concord NH 03302-0483
Tel: (603) 271-3222

Fax: (603) 271-6915

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483
TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM



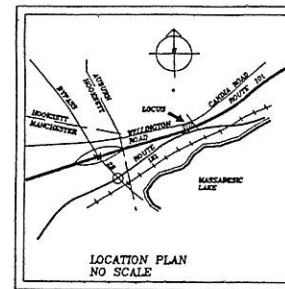
This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.



MAP 25/ LOT 45
JOSEPH & IRENE ROBIE
161 LANE ROAD
CHESTER NH 03036

MAP 25/ LOT 46
RONALD & MURIEL LACEY
2284 WELLINGTON ROAD
AUBURN NH 03032

MAP 25/ LOT 47
DANA PATTERSON
P.O. BOX 999
MERRIMACK NH 03054

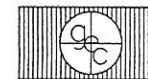


REFERENCE PLANS:

LAND OF DONALD LAVALLEE - AUBURN, N.H.
SCALE: 1" = 50' DATED SEPT. 12, 1979 BY
JOHN T. HILLS ENG. INC (RCRD PLAN NO D-8996)
N.H.D.P.W.M.H. PROJ. NO. 240A, SHEET NO. 3 OF 13.
N.H.D.P.W.M.H. PROJ. NO. F018-2(12) SHEET 31 OF 93
SUBDIVISION PLAN OF LOT 25-47 BELONGING TO
DANA A. PATTERSON & KENNETH E. BERRY
AUBURN, N.H. SCALE: 1" = 100' DATED APRIL 3, 1987
PREPARED BY GEORGE F. KELLER INC. MERRIMACK NH
(RCRD PLAN NO. D16,765)
CONSOLIDATION PLAN OF DAVID SCARPETTI AT
2574 WELLINGTON ROAD AND ADJUTING LAND
REMANENT OF THE TOWN OF AUBURN IN AUBURN
NEW HAMPSHIRE PREPARE BY THIS OFFICE
SCALE: 1" = 20' DATED: NOVEMBER, 1991 LAST
REVISED ON JUNE 22, 1992

SITE PLAN OF DAVID SCARPETTI TAX MAP 25 LOT 39 AT 2574 WELLINGTON ROAD IN AUBURN NEW HAMPSHIRE

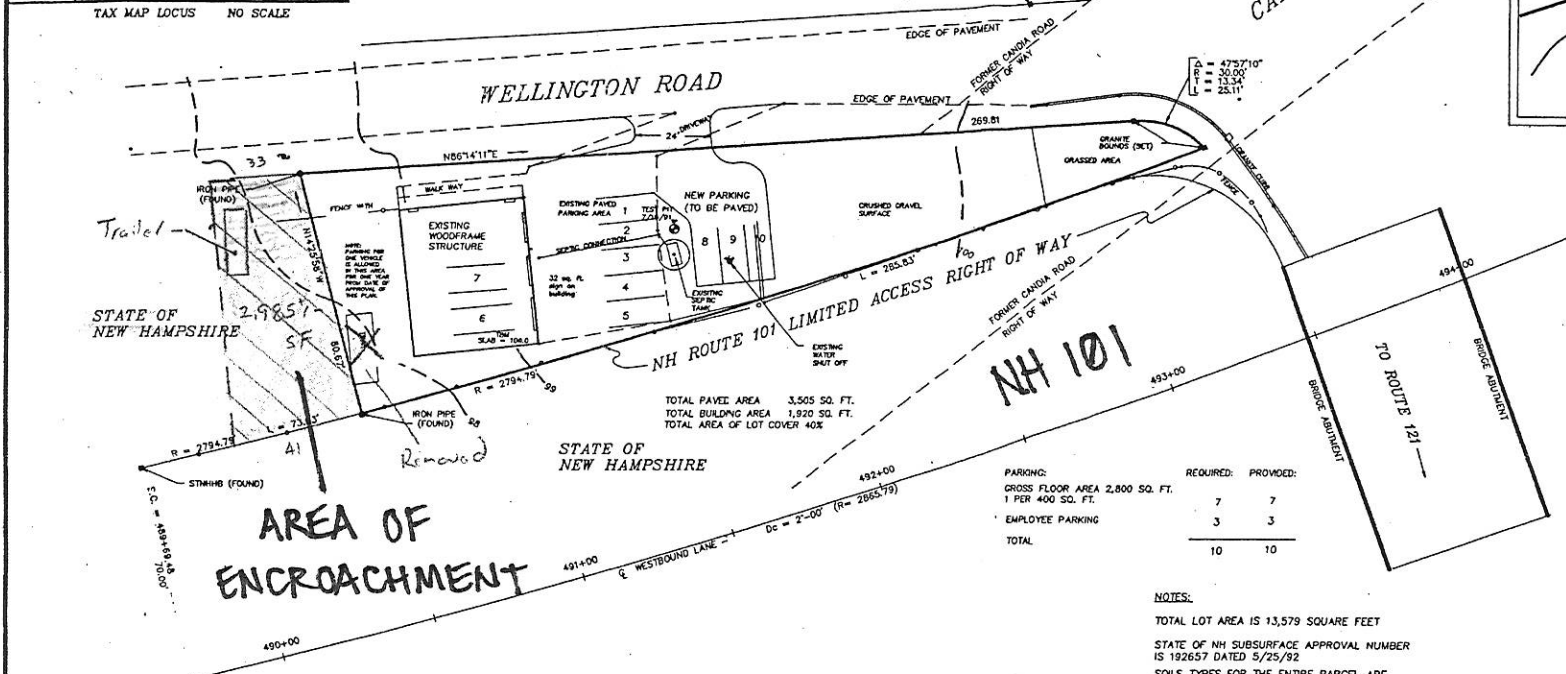
Scale: 1" = 20' June, 1992



GILLIS ENGINEERING CORP.

PROFESSIONAL ENGINEERS
LICENSED LAND SURVEYORS

114 BAY STREET MANCHESTER, NH 03104
Tel. (603) 669-6327

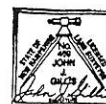


PARKING:	REQUIRED:	PROVIDED:
GROSS FLOOR AREA 2,800 SQ. FT.	7	7
1 PER 400 SQ. FT.	3	3
EMPLOYEE PARKING		
TOTAL	10	10

NOTES:

TOTAL LOT AREA IS 13,579 SQUARE FEET
STATE OF NH SUBSURFACE APPROVAL NUMBER
IS 192657 DATED 5/25/92
SOILS TYPES FOR THE ENTIRE PARCEL ARE
447-B SOTIATE/NEWFIELD
TOPOGRAPHICAL INFORMATION IS TAKEN FROM SEPTIC
DESIGN PLAN PREPARED BY SHEEHAN ENGINEERING
PLAN JN91-454 DATED 5/11/92
TEST PITS WERE PERFORMED ON 7/18/91 UNDER THE
SUPERVISION OF SHEEHAN ENGINEERING
ZONE IS C1 COMMERCIAL PROPOSED USE IS
MULTI UNIT COMMERCIAL ESTABLISHMENT
PROPOSED SEPTIC SYSTEM IS CONCRETE CHAMBERS AND
WILL ALLOW PARKING ABOVE SYSTEM.
OWNER OF RECORD IS DAVID SCARPETTI
530 WESTON ROAD MANCHESTER, NH 03108

I certify that this plot shows the property lines
that are the lines of existing ownerships and that the
lines of streets and ways shown are those of public or
private streets or ways already established and that no
new lines for division of existing ownership or for new
ways are shown. (RSA 676:10)
DATE June 17, 1992 Licensed Land Surveyor (SEAL)



APPROVED:
TOWN OF AUBURN
PLANNING BOARD

CHAIRMAN: Russell Sutter

SECRETARY: 10/17/92

DATE: 10/17/92

NO.	DATE	DESCRIPTION	BY
3	7/25/92	SHOW NOTE/TRAFFIC LOCATION	TJC
2	7/8/92	CHANGE PARKING/ DRIVEWAY	TJC
1	6/30/92	ADDITIONAL LOCUS- Δ PARKING	TJC

D-21859



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

June 26, 2020

Town of Auburn
William Herman, Town Administrator
Po Box 309
Auburn, NH 03032

Re: **Sale of State Owned Land in Auburn
Auburn, F-018-2(12), P-3375A**

Dear Mr. Herman:

The New Hampshire Department of Transportation (Department) is proposing to sell 0.12 +/- of an acre of State owned land located at the southerly side of Rockingham Road, to abutter Wellington Bros Limited Partnership (Wellington Bros.). This parcel is identified on Auburn's Tax Records as Map 25, Lot 40.

The Department is proceeding with the sale of this parcel of land directly to the Wellington Bros. (pending Governor and Executive Council approval), at the appraised value of \$3,462. In addition to the appraised value, the Department will also charge an Administrative Fee of \$1,100.00. The sale will include the following conditions:

- No access from this parcel to NH Route 101.
- The State would reserve a drainage easement at the end of the drainage pipe along NH Route 101 near the easterly boundary line.
- Wellington Bros. will work together with 269 Rockingham Road, LLC, the abutter to the West of the State's parcel, to subdivide the parcel into two (2) smaller pieces, which will then be sold to the abutters and merged into each respective parcels. The cost of the subdividing and the lot merger would be the responsibility of the buyers.

Pursuant to RSA 4:39-c: I, the Department first offers to sell the property to the municipality in which the property is located, prior to it being sold to the general public. I request that the Town of Auburn please contact me within thirty (30) days concerning their interest in the purchase of this State owned property for the listed value.

If you have any questions, please feel free to contact either Sandra Newman, Property Agent for the Department, or myself, at the phone number listed below.

Sincerely,

Stephen G. LaBonte
Administrator

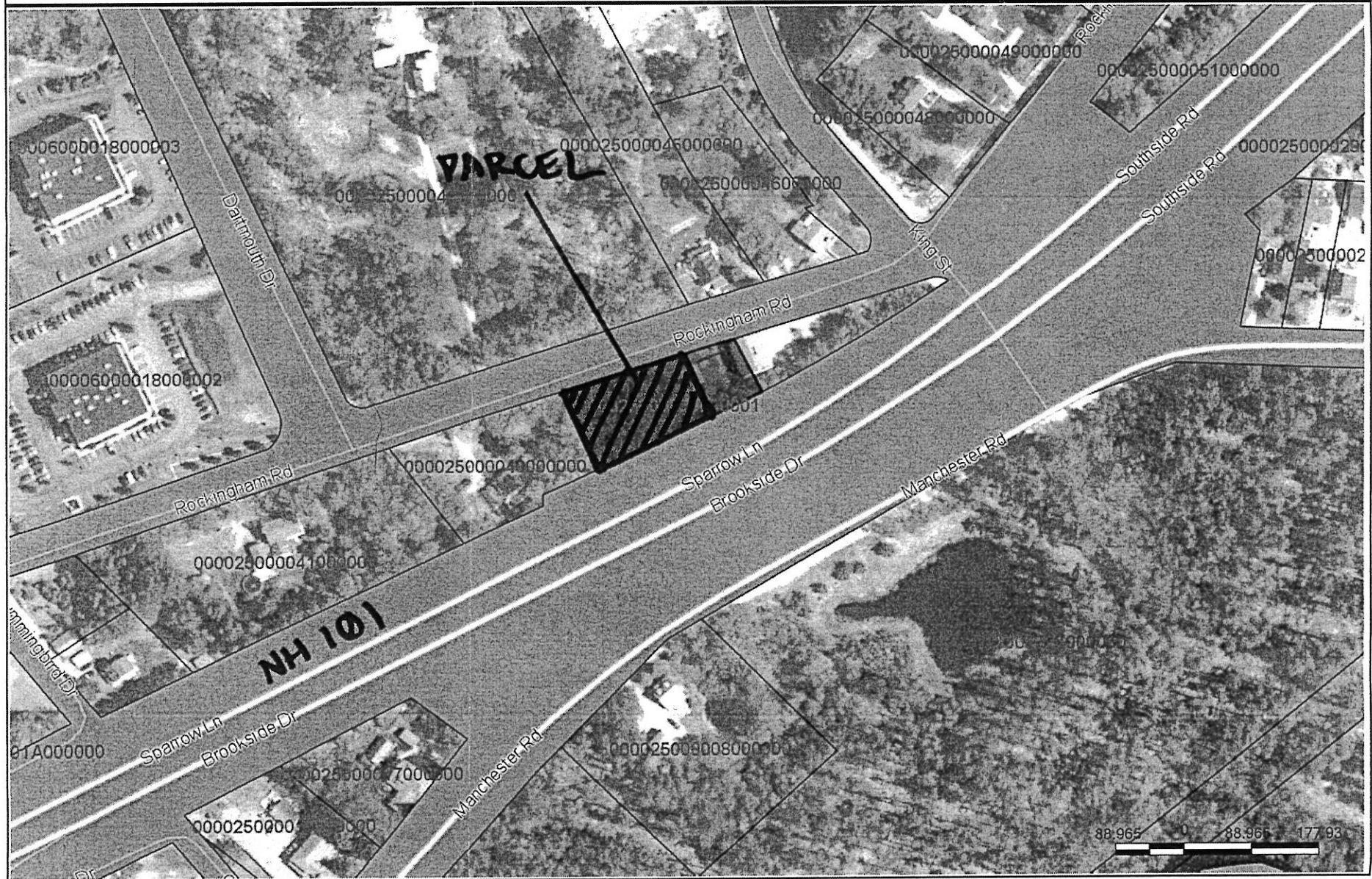
SGL/SJN/jl
Enclosures

Certified Mail

cc: Adam Smith, Assistant Administrator

Bureau of Right of Way
JO Morton Building-Room 100
7 Hazen Drive PO Box 483
Concord NH 03302-0483

Tel: (603) 271-3222 Fax: (603) 271-6915
TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

NOTES

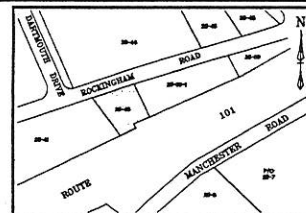
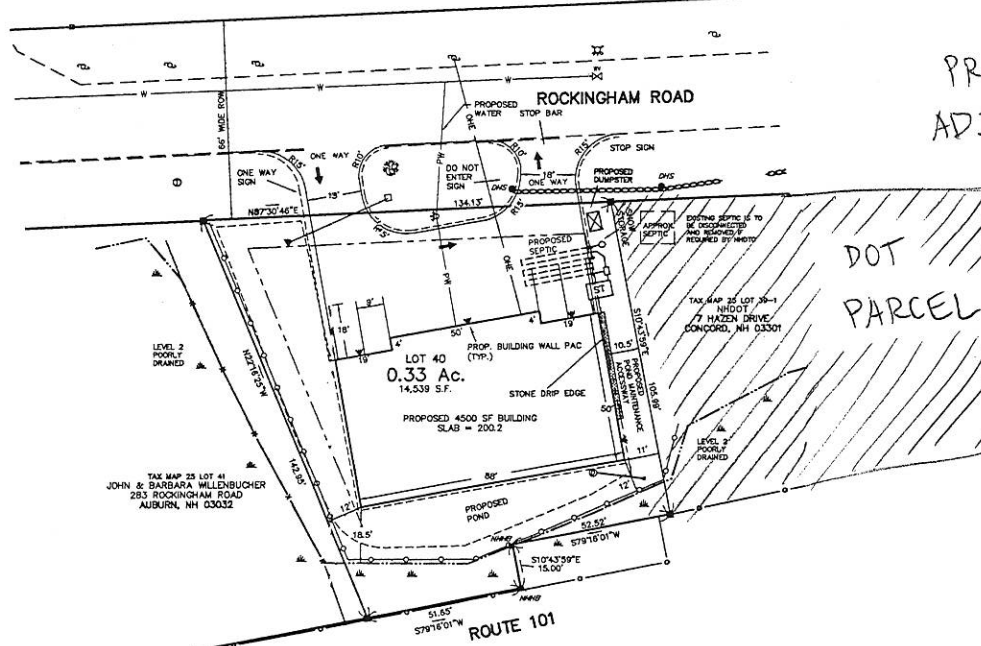
- THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED COMMERCIAL SERVICE ESTABLISHMENT BUILDING ON TAX MAP 25 LOT 40.
- A SPECIAL EXCEPTION WAS GRANTED ON 4/24/18 TO ALLOW FOR A MULTI UNIT COMMERCIAL SERVICE ESTABLISHMENT IN THE C-2 DISTRICT.
- THE FOLLOWING VARIANCES WERE GRANTED ON 4/24/18:
 - APPENDIX "B" SECTION C2 - REDUCTION OF FRONT, SIDE AND REAR SETBACKS FOR A PROPOSED MULTI UNIT COMMERCIAL SERVICE ESTABLISHMENT.
 - ARTICLE 5 SECTION 5.06 (1) - BUILDING, PARKING, LANDSCAPING AND SEPTIC SYSTEM WITHIN THE 75 FOOT LEVEL 2 WETLAND BUFFER.
 - ARTICLE 4 SECTION 4.07 (1) - MORE THAN 40% IMPERVIOUS LOT COVERAGE.
- TOTAL PARCEL AREA = 0.33 ACRES
- THE EXISTING DWELLING IS TO BE RAZED.
- THE CURRENT ZONING IS COMMERCIAL (C2).
THE CURRENT REQUIREMENTS:
MINIMUM LOT AREA IS 2 ACRES
MINIMUM FRONTAGE 200'
MINIMUM FRONT YARD SETBACK = 50'
MINIMUM SIDE YARD SETBACK 30'
MINIMUM REAR YARD SETBACK 50'
MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 35'
- THE SITE WILL BE SERVED BY ONSITE SEPTIC AND MUNICIPAL WATER.
- PARKING REQUIRED:
WAREHOUSE 1/EMPLOYEE 1 EMPLOYEES = 1 SPACES
WAREHOUSE 1/1000SF = 4 SPACES
OFFICE 1/400SF = 1 SPACES
REQUIRED = 6 SPACES
PROVIDED = 6 SPACES
- GREEN SPACE REQUIRED 40% = 5,816 S.F. REQUIRED
GREEN SPACE PROVIDED 45.3% = 7,947 S.F.
- MAXIMUM IMPERVIOUS COVERAGE 40% = 5,816 S.F.
PROPOSED IMPERVIOUS COVERAGE 54.7% = 6,592 S.F.
- THIS SITE IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER F.I.R.M. PANEL #33015C0145E, EFFECTIVE MAY 17, 2005.
- N.H.D.E.S. SEPTIC APPROVAL NO.: PENDING
- THIS PLAN SET CONTAINS A TOTAL OF 9 SHEETS. SHEET 1 IS RECORDED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS AND THE ENTIRE SET IS ON FILE WITH THE TOWN OF AUBURN PLANNING DEPARTMENT.
- THE CONTRACTOR SHALL BE AWARE OF HIS RESPONSIBILITY TO CONTACT "DIG-SAFE" AT 11 UPTON DRIVE, WILMINGTON, MA. (1-888-344-7233; WWW.DIGSAFE.COM) AT LEAST 72 WORKING HOURS PRIOR TO THE START OF ANY EXCAVATION.
- EXISTING BUILDINGS, CONCRETE, FOUNDATION AND DEBRIS TO BE DISPOSED OF IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
- SNOW STORAGE IS TO REMAIN ON SITE OR HAULED OFF SITE.
- WITH THE APPROVAL OF THIS PLAN SET, THE TOWN OF AUBURN PLANNING BOARD HAS GRANTED THE FOLLOWING WAIVERS:
 - SECTION 10 OF THE SITE PLAN REGULATIONS:
 - SECTION 10.08(3) TO ALLOW THE PROPOSED ACCESS DRIVES TO SLOPE DOWN AT 2% FOR 10 FEET, THEN SLOPE UP TO THE BUILDING. NO SURFACE WATER WILL ENTER THE STREET.
 - SECTION 10.08(6) TO PERMIT THE ONE WAY DRIVEWAYS TO BE 18 FEET WIDE. THE 18 FEET IS SUFFICIENT FOR ONE WAY TRAFFIC.
 - SECTION 10.08(15) TO ALLOW THE 2 ONE WAY DRIVEWAYS TO BE 75 FEET APART, CENTER TO CENTER. THESE ARE SIGNED ONE WAY ACCESS POINTS AND THE SEPARATION IS SUFFICIENT TO PROVIDE SAFE ENTRANCE AND EXIT.
 - SECTION 10.08(22) TO ALLOW THE PROPOSED PAVEMENT TO BE WITHIN 20 FEET OF THE FRONT LOT LINE, GIVEN THE WIDTH OF THE EXISTING RIGHT OF WAY, THE PROPOSED PAVEMENT IS ACTUALLY 22 TO 28 FEET FROM THE EDGE OF PAVEMENT OF ROCKINGHAM ROAD.
 - SECTION 10.09(1) TO PERMIT THE UTILITIES TO BE ABOVE GROUND. THE EXISTING SERVICE POLES ARE ON THE OPPOSITE SIDE OF ROCKINGHAM ROAD AND WOULD REQUIRE EITHER A NEW POLE TO BE SET ON THE SOUTH SIDE OF THE ROAD OR TRENCH CUTTING ROCKINGHAM ROAD WHERE THE PROPOSED RUN IN ONLY 90 FEET.
 - SECTION 10.07 OF THE SUBDIVISION REGULATIONS:
 - SECTION 10.07, 38 TO NOT REQUIRE AN OVERFLOW WITH AN INVERT ABOVE THE PEAK 100 YEAR STORM. THE DESIGN DOES PROVIDE AN ADDITIONAL ONE FOOT OF FREE BOARD ABOVE THE 100 YEAR STORM AND THE PROPOSED OUTLET STRUCTURES IS DESIGNED TO HANDLE THE 100 YEAR STORM.
 - SECTION 10.07, 39 TO PERMIT THE SIDE SLOPES OF THE POND TO BE 2:1 WHERE THEY ARE REINFORCED WITH RIP RAP.

PLAN REFERENCES

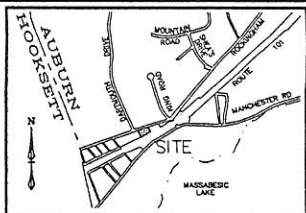
- "SITE PLAN OF DAVID SCARPETTI TAX MAP 25 LOT 39 AT 2574 WELLINGTON ROAD IN AUBURN, NEW HAMPSHIRE SCALE: 1" = 20', JUNE, 1992" PREPARED BY GLUS ENGINEERING CORP., MANCHESTER, NH R.C.R.D. PLAN #D-21859.
- "TAX MAP 6 LOT 18-11 & TAX MAP 25 LOT 44, LOT LINE ADJUSTMENT PLAN LOCATED AT 288 ROCKINGHAM ROAD & 50 DARTMOUTH DRIVE, AUBURN, NEW HAMPSHIRE" SCALE: 1" = 50' FEBRUARY 25, 2016, PREPARED BY BEDFORD DESIGN CONSULTANTS, MANCHESTER, NH R.C.R.D. PLAN #D-39541.
- "STATE OF NEW HAMPSHIRE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS PLANS OF PROPOSED FEDERAL AID PROJECT F 018-2 (12) NH PROJECT NO P-3775-A" FEBRUARY 24, 1961 ON FILE AT NHDOT.

TAX MAP 25 LOT 18-2
TKE HOLDINGS, LLC
100 BOX 243
LONDONDERRY, NH 03053

TAX MAP 25 LOT 44
22 DARTMOUTH DRIVE, LLC
740 CHESTNUT STREET
MANCHESTER, NH 03101



TAX MAP SKETCH
SCALE: 1" = 800'



VICINITY PLAN
SCALE: 1" = 1,320'

SHEET INDEX

- SHEET 1 SITE PLAN
- SHEET 2 EXISTING CONDITIONS PLAN
- SHEET 3 GRADING PLAN
- SHEET 4 LANDSCAPING LIGHTING
- SHEET 5 SIGHT DISTANCE PLAN
- SHEET 6 SEPTIC PLAN
- SHEETS 7-9 CONSTRUCTION DETAILS

PROPOSED DEV. OF
ADJACENT PARCEL

DOT
PARCEL

PRESENT OWNERS OF RECORD:
LOT 40, TAX MAP 25
R.C.R.D. VOL. 5572 PG. 2305
269 ROCKINGHAM ROAD LLC
61 SPOFFORD ROAD, AUBURN, NH 03032

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

SITE PLAN

TAX MAP 25 LOT 40
269 ROCKINGHAM ROAD
AUBURN, NH
OWNER OF RECORD:
269 ROCKINGHAM ROAD LLC
61 SPOFFORD ROAD, AUBURN, NH 03032
MAY 29, 2018

SCALE: 1" = 20'

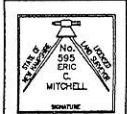
PREPARED BY:
ERIC C. MITCHELL & ASSOC. INC.
PLANNING - SURVEYING - ENGINEERING - ENVIRONMENTAL
P.O. BOX 10298, 106 SO. RIVER RD., BEDFORD N.H. 03110-0298
PH. (603) 627-1181

SHEET 1 OF 9 REV. A [ENC. DISCLOSURE] PLS. BK/PK JOB NO. 18-01

WETLAND NOTES:

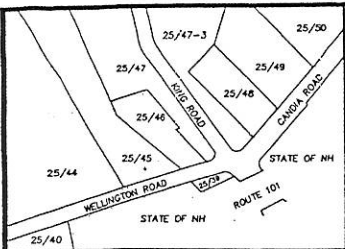
- ERIC C. MITCHELL, CERTIFIED WETLAND SCIENTIST #119, OF THIS OFFICE PERFORMED THE WETLAND MAPPING ON JANUARY 25, 2018 ACCORDING TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL AND THE REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL - NORTHEASTAL AND NORTHEAST REGION, VERSION 2.0, JANUARY 2012, US ARMY CORPS OF ENGINEERS.

REV.	DATE	DESCRIPTION	BY
1	5/25/18	PLAN EXITS	BT
REVISIONS			



I CERTIFY THAT THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND DURING JANUARY 2018 AS SHOWN ON PLAN REFERENCE 1, AND HAS A RELATIVE ERROR OF CLOSURE NO GREATER THAN ONE PART IN TEN THOUSAND.

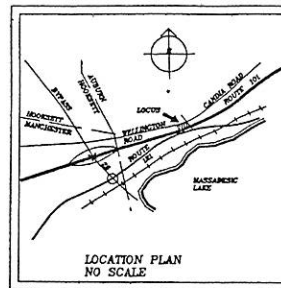
ERIC C. MITCHELL L.L.S. NO. 595 DATE



MAP 25/ LOT 45
JOSEPH & IRENE ROBIE
161 LANE ROAD
CHESTER NH 03036

MAP 25/ LOT 46
RONALD & MURIEL LACEY
2284 WELLINGTON ROAD
AUBURN NH 03032

MAP 25/ LOT 47
DANA PATTERSON
P.O. BOX 999
MERRIMACK NH 03054

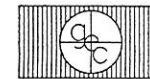


REFERENCE PLANS:

LAND OF DONALD LAVALLEE- AUBURN, N.H.
SCALE: 1" = 50' DATED SEPT. 12, 1979 BY
JOHN T. HILLS INC., INC (RCD PLAN NO D-8996)
N.H.D.P.W.M. PROJ. NO. 240A, SHEET NO. 3 OF 13.
N.H.D.P.W.M. PROJ. NO. F018-2(12) SHEET 31 OF 93
SUBDIVISION PLAN OF LOT 25-47 BELONGING TO
DANA A. PATTERSON & KENNETH E. BERRY
AUBURN, N.H. SCALE: 1" = 100' DATED APRIL 3, 1987
PREPARED BY GEORGE F. KELLER INC. MERRIMACK NH
(RCD PLAN NO. D16,765)
CONSOLIDATION PLAN OF DAVID SCARPETTI AT
2574 WELLINGTON ROAD AND ADJUTING LAND
REMANANT OF THE TOWN OF AUBURN IN AUBURN
NEW HAMPSHIRE PREPARED BY THIS OFFICE
SCALE: 1" = 20' DATED: NOVEMBER, 1991 LAST
REVISED ON JUNE 22, 1992

SITE PLAN OF DAVID SCARPETTI TAX MAP 25 LOT 39 AT 2574 WELLINGTON ROAD IN AUBURN NEW HAMPSHIRE

Scale: 1" = 20' June, 1992

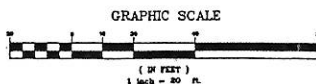


GILLIS ENGINEERING CORP.

PROFESSIONAL ENGINEERS
LICENSED LAND SURVEYORS

114 BAY STREET MANCHESTER, NH 03104
Tel. (603) 669-6327

AREA OF
ENCROACHMENT



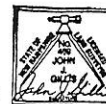
APPROVED:
TOWN OF AUBURN
PLANNING BOARD

CHAIRMAN: Russell Sutter

SECRETARY: 10/17/92

DATE: 10/17/92

I certify that this plot shows the property lines
that are the lines of existing ownerships and that the
lines of streets and ways shown are those of public or
private streets or ways already established and that no
new lines for division of existing ownership or for new
ways are shown.
(RSA 676:10)
DATE: 10/28/92 John J. Gillis
Licensed Land Surveyor (SEAL)



NOTES:

TOTAL LOT AREA IS 13,579 SQUARE FEET

STATE OF NH SUBSURFACE APPROVAL NUMBER
IS 192657 DATED 5/25/92

SOILS TYPES FOR THE ENTIRE PARCEL ARE
447-B SITUATE/NEWFIELD

TOPOGRAPHICAL INFORMATION IS TAKEN FROM SEPTIC
DESIGN PLAN PREPARED BY SHEEHAN ENGINEERING
PLAN JNG1-454 DATED 5/11/92

TEST PITS WERE PERFORMED ON 7/18/91 UNDER THE
SUPERVISION OF SHEEHAN ENGINEERING

ZONE IS C1 COMMERCIAL, PROPOSED USE IS

MULTI UNIT COMMERCIAL ESTABLISHMENT

PROPOSED SEPTIC SYSTEM IS CONCRETE CHAMBERS AND

WILL ALLOW PARKING ABOVE SYSTEM

OWNER OF RECORD IS DAVID SCARPETTI

530 WESTON ROAD MANCHESTER, NH 03108

PARKING:	REQUIRED:	PROVIDED:
GROSS FLOOR AREA 2,800 SQ. FT.	7	7
1 PER 400 SQ. FT.	3	3
EMPLOYEE PARKING	10	10
TOTAL		

NO.	DATE	DESCRIPTION	BY
1	7/25/91	SHOW NOTE/TRAFFIC LOCATION	T.J.G.
2	7/8/92	CHANGE PARKING/ DRIVEWAY	T.J.G.
1	6/30/92	ADDITIONAL LOCUS- PARKING	T.J.G.

D-21859



CHRISTOPHER T. SUNUNU
Governor

**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

**STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER T. SUNUNU, GOVERNOR**

**Emergency Order #56 Pursuant to Executive Order 2020-04 as Extended by Executive Orders
2020-05, 2020-08, 2020-09, and 2020-10**

Temporary Modification of Procedure Relative to Appropriations and Tax Payments

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on Friday, March 13, 2020, the Governor issued Executive Order 2020-04, An order declaring a state of emergency due to the Novel Coronavirus (COVID-19). The state of emergency has been extended four times through Executive Orders 2020-05, and 2020-08, 2020-09, and 2020-10; and

WHEREAS, the CDC reports that COVID-19 may be spread before an infected person shows symptoms of the virus; and

WHEREAS, in the days since the Governor declared a State of Emergency, the COVID-19 outbreak in New Hampshire has expanded significantly; and

WHEREAS, the Department of Health and Human Services, Division of Public Health has found that community-based transmission of COVID-19 continues to increase in the State and has been identified in all of the counties; and

WHEREAS, following the adoption of Emergency Order 23, which temporarily modifies municipal and local government statutory requirements, communities continue to face challenges related to their budgets; and

WHEREAS, towns, school districts, and village districts require a mechanism to reduce the tax burden on citizens who are facing unprecedented challenges as a result of the public health crisis; and

WHEREAS, even if the current State of Emergency is lifted prior to June 30, 2020, towns, school districts, and village districts whose fiscal years begin on July 1 and who have postponed their annual meetings due to the public health crisis, will not have sufficient time to appropriately notice and successfully pass an operating budget prior to July 1, 2020. This may present potential legal challenges to their ability to make ordinary and necessary expenditures in the fiscal year beginning July 1, 2020.

Now therefore pursuant to Section 18 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, it is hereby ordered, effective immediately, that:

1. Currently, under RSA 32:13, II, a local governing body is authorized to make expenditures between January 1 and the date a budget is adopted, which are reasonable in light of the prior year's appropriations and expenditures for the same purposes during the same time period. This authority shall also apply to those local governing bodies with fiscal years ending on June 30. As such, towns, school districts, and village districts whose annual meetings or parts thereof were postponed due to the COVID-19 emergency, are permitted to make such expenditures until the earlier of: (a) approval of an operating budget; or (b) September 1, 2020, unless such date is extended by further Emergency Order.

2. The governing body of a town, school district, village district, or county shall have the authority to reduce appropriations for any items as may be necessary to keep total expenditures of the town, school district, village district, or county within its total anticipated revenues. Consistent with RSA 32:13, I, this order "shall not be construed to imply that a local legislative body, through its actions on appropriations, has the authority to nullify a prior contractual obligation of the municipality, when such obligation is not contingent upon such appropriations and is otherwise valid under the New Hampshire law of municipal contracts, or to nullify any other binding state or federal legal obligation which supersedes the authority of the local legislative body." In towns that have adopted RSA Chapter 37 or RSA Chapter 49-D, the chief administrative officer shall make the recommendation to the governing body for approval. This action shall be taken at a public meeting, subject to the following requirements:

- Notice of the date of the public meeting shall be made public no less than seven days before the meeting; and
- At or before the public meeting, the governing body shall provide a report to the public that shows the relationship between the estimated and actual income and expenses to date, together with outstanding indebtedness and estimated future expenses.

This provision shall not affect or supplant any similar provision in a town charter. Any action taken pursuant hereto must be completed on or before the date on which the municipality submits its MS-1 to the Department of Revenue Administration.

3. Municipalities are authorized, during the State of Emergency declared in Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, and as may be extended by further Executive Order, to enter into agreements with property taxpayers for the payment of property taxes on an agreed schedule, which may include a reduction or waiver of any interest on such taxes. This authority may be exercised with respect to any property taxes assessed for the tax year beginning April 1, 2020, any taxes due for prior years, or both.

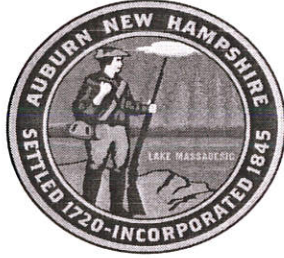
Given under my hand and seal at the Executive Chambers in Concord, this 25th day of June, in the year of Our Lord, two thousand and twenty, and the independence of the United States of America, two hundred and forty-four.



GOVERNOR OF NEW HAMPSHIRE

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 2, 2020

Re: BTLA Appeal – Eversource Abatement Appeal

We wanted to report the NH Board of Tax and Land Appeals ("BTLA") has issued its decision on the merits in the Tax Appeals involving Public Service Company of New Hampshire ("PSNH") for Tax Years 2014 through 2016 (and in some cases Tax Year 2017) and some 138 municipalities across the State including Auburn. These appeals involve PSNH's electric transmission and distribution property and associated easements and rights-of-way.

I am pleased to report the BTLA completely rejected the appraisal and opinions submitted by PSNH's experts that PSNH's property has been over-assessed. Instead, the BTLA ruled the appropriate assessments for the various communities should be the opinions of value submitted by the Municipalities' expert, George E. Sansoucy ("GES"), equalized by the applicable equalization ratio.

In coming to this conclusion, the BTLA rejected PSNH's arguments that the value of PSNH's electric distribution and transmission property is limited to "net book value." The BTLA cited to the extensive amount of evidence and arguments submitted by the Municipalities in support of this conclusion. The BTLA also decided that the amount of taxation of the public right of way was too small to warrant attention; and the Board determined that there was a "range of assessments" that would be appropriate such that abatements were awarded only where the GES values were lower than the Municipal assessment by a factor of more than 5%

Accordingly, for some communities, the BTLA's decision means that no abatement/refund is due and owed because GES's opinions of value (as equalized by the applicable equalization ratio) is no more than 5% less than the assessment. To the extent that GES's opinions of value (as equalized by the equalization ratio) is less than the assessment by more than 5%, those communities will owe an abatement based on that over-assessment.

Of the total 138 municipalities, abatements were ordered for 91 communities, while abatements were denied in the remaining 47 municipalities, including Auburn.

The attorneys representing municipalities fully anticipate PSNH will appeal this decision to the New Hampshire Supreme Court. To do so, PSNH must first file a Motion for Rehearing with the BTLA and identify each issue that PSNH claims that the BTLA got wrong. That Motion for Rehearing is due within thirty-days from the date of the BTLA's decision, June 23rd.

Thank you for your consideration.

The H.L. Turner Group Inc.

27 Locke Road Concord, NH 03301 t: 603.228.1122 hlturner.com

June 18, 2020

Revised July 8, 2020

Mr. William Herman, Town Administrator
Ms. Kathy Gowney, Library Director
Town of Auburn
PO Box 309
Auburn, NH 03032

SUBJECT: Proposal for Library and Property Evaluation Project
 Auburn, New Hampshire

Dear Mr. Herman:

We are pleased to offer this proposal and excited to begin work to provide an assessment of the existing library building and property to develop information and general recommendations and guidance for the expansion of the Griffin Free Public Library. This effort will include assessment of the library facilities, general community center meeting space, and function space. This proposal is based on the Request for Proposal (RFP) issued by the Town of March 12, 2020 and addendum #1 issued on March 25, 2020 as well as The Turner Group's response to the RFP which is dated April 16, 2020.

SCOPE OF SERVICES

The Turner Group will complete an assessment of the existing library building and property to develop information and general recommendations for the expansion of the Griffin Free Public Library. Our effort takes into account the current library facilities, the provision of a general community center meeting space, and potential function space.

Our assessment will include research into the current facility and use, as well as anticipated future needs. Our team will perform an analysis of the development potential for the 22 Hooksett Road property, and determine if an expansion or construction of a new facility is practical. It is important to keep as many of the town

buildings in the same area as possible to create a sense of community. The Town of Auburn has the Library, School, Town Hall, Safety Building and Post Office all within the same vicinity.

Additionally, a Community Center would be a wonderful asset to the Town's offerings for community space.

If an attached or detached expansion is feasible, we will provide an overall approach for the potential expansion of the existing library to satisfy the necessary space and facilities for the Town's present and future needs.

A community meeting and information gathering session would be an essential part of the project.

We will produce a final report including the review of the existing facility and its various functions, space needs (inclusive of the establishment of a community center meeting and function space), as well as upgrade/expansion options for current and future needs. We understand the information in this report will be used by Town officials for internal discussions and planning work, and in community discussions and information sessions that will define the library/community center project.

Our firm will work closely with the Auburn community, Town staff, and Library staff, to ensure the report has all information on the current and future facility use.

Our services for this project will be provided in accordance with the attached "**Standard Conditions for Engagement**" dated January 1, 2020.

FEE

We propose to provide the above scope for a Lump Sum Price of \$ 8,120. Invoices will be submitted monthly as a percentage of the completed work.

Any additional work which may be required beyond the scope of this proposal will be performed on a time and materials basis in accordance with the attached "**Standard Fee Schedule and Payment Terms**" dated January 1, 2020.



Please note that the total fee listed for the scope of work shown is based on the assumption that the entire project will be completed as part of this proposal. If the project is to be broken into separate tasks, or not all the tasks shown are completed as part of this proposal, the individual task fees may need to be adjusted to complete the necessary work.

SCHEDULE

We propose to begin work in early July 2020 assuming we have received the authorization to proceed. The authorization to proceed is the receipt of a signed proposal or a purchase order. Once the work on the project commences, we anticipate having the project completed in the Fall of 2020.

The schedule is based on the current workload in the office when the proposal was written. Alterations may be made to the schedule based on changes to the workload between when the proposal is sent and the notice to proceed is received.

ITEMS NOT INCLUDED

1. Fees for submissions, applications, permits, etc. to regulatory agencies.
2. Construction documents.
3. Any item not specifically identified in this proposal.
4. More than one round of changes to the document submission as a result of the meetings identified in this proposal.
5. Geotechnical engineering.
6. Certified site survey.
7. The evaluation and/or characterizations of hazardous materials underground.



CLIENT/CUSTOMER RESPONSIBILITIES

- A. To provide one point of contact as the Owner's Project Manager for the implementation of this project.
- B. Make timely decisions during the design process in order to keep the project on schedule.
- C. To make timely payments.
- D. To provide existing project information, site survey studies, reports, etc. pertinent to our efforts.
- E. To attend and coordinate any meetings with local groups and organizations.

CONTRACT FORM

Please sign and return these originals as your acceptance of the above scope and terms, including noted attachments, and your authorization to proceed. Please also provide a purchase order or equivalent accounting number, if applicable, at the end of this letter in order to allow us to proceed.

In the event the Client issues a purchase order or other instrument related to the Consultant's Services, it is understood and agreed to that such document is of the Client's internal accounting purpose only, and shall in no way modify, add to, or delete any of the terms and conditions of the agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed to that the Consultant shall indicate the purchase order number on the invoices sent to the Client.



We appreciate the opportunity to present this proposal and look forward to assisting Griffin Free Public Library and the Town of Auburn with this project. If you have any questions, please do not hesitate to contact me at (603) 228-1122, ext. 133.

Sincerely,

THE H.L. TURNER GROUP INC.



William D. Hickey
Principal || Senior Vice President

WDH/hdw

Accepted by:

Town of Auburn

Date: _____

By (Signature): _____

Title: _____

Purchase Order No. (if applicable): _____





STANDARD FEE SCHEDULE AND PAYMENT TERMS

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate*</u> <u>\$ per Hour</u>
Principal	210
Associate	175
Senior Project Manager III	150
Senior Project Manager II	130
Senior Project Manager I	110
Project Manager	100
Associate Project Manager	90
Senior Project Engineer/Architect III	150
Senior Project Engineer/Architect II	130
Senior Project Engineer/Architect	110
Project Engineer/Architect	100
Engineer/Architect.....	90
Associate Engineer/Architect.....	80
Senior Project Designer III	120
Senior Project Designer II	105
Senior Project Designer I.....	95
Project Designer.....	85
Designer	75
Associate Designer.....	65
Technical Coordination Manager.....	95
Technical Word Processing III	75
Technical Word Processing II	60
Technical Word Processing I	50

* These rates are firm through December 31, 2020. Expert Testimony Rates are 1.5 x Hourly Billing Rates.

REIMBURSABLE EXPENSES AND OUTSIDE SERVICES

Transportation and Subsistence - Transportation and subsistence expenses will be billed at cost plus a 15% service charge.

Outside Services - Outside services will be billed at cost plus a 15% service charge. Examples of outside services ordinarily charged to projects are subcontractors; laboratory charges; outside printing and reproduction; shipping charges; rental vehicles; fares of public carriers; special fees for insurance certificates, permits, licenses, etc.; and state sales and use taxes. Field and specialty equipment will be billed at a daily, weekly or monthly rate, as needed for the project.

Other Expenses - Examples of other expenses are telecommunications charges, blueprints/plots, in-house copying and printing, software licensing fees, and data network fees.

PAYMENT TERMS

Invoices will be submitted monthly unless specifically detailed otherwise in an accompanying contract or signed proposal.

Invoices are due and payable upon their receipt. An interest charge of one and one-half percent (1-1/2%) of the invoice amount will be added automatically to each invoice if payment is not received within thirty (30) days after the date on the invoice. Thereafter, interest on the cumulative outstanding balance will be added at a rate of one and one-half percent (1-1/2%) per month. All payments received shall be applied to the oldest invoices first.



STANDARD CONDITIONS FOR ENGAGEMENT

The **CLIENT** and **THE H.L. TURNER GROUP INC. (TTG)** hereby agree as follows:

1. CONTRACT - The Contract is the Proposal or Contract document that is signed and dated by TTG and the CLIENT and to which these Standard Conditions for Engagement are appended by reference.

2. COMPENSATION FOR SERVICES AND PAYMENT TERMS - The CLIENT agrees to pay TTG in accordance with the payment terms provided in the Contract.

Invoices will be submitted monthly unless specifically detailed otherwise in the accompanying contract or signed proposal.

Invoices are due and payable upon their receipt. An interest charge of one and one-half percent (1-1/2%) of the invoice amount will be added automatically to each invoice if payment is not received within thirty (30) days after the date on the invoice. Thereafter, interest on the cumulative outstanding balance will be added at a rate of one and one-half percent (1-1/2%) per month. All payments received shall be applied to the oldest invoices first.

3. CLIENT RESPONSIBILITIES

Project Requirements: The CLIENT shall provide to TTG all criteria and information as to requirements for the Project including objectives, constraints, performance requirements, expendability and budgetary limitations; and furnish copies of all design and construction standards which the CLIENT will require to be incorporated into the Project.

Client Representative: The CLIENT shall designate in writing a person to act as the CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to TTG's services for the Project.

Existing Information: The CLIENT shall provide TTG with all information available to the CLIENT pertinent to TTG's work under this Agreement. The CLIENT shall furnish to TTG, as required for performance of TTG's Basic Services, the following:

- Environmental assessment and impact statements;

- Property, boundary, easement, right-of-way topographic and utility surveys;

- Property descriptions;

- Zoning, deed and other land use restriction;

- Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and appropriate professional interpretations of all of the foregoing; and

- Other special data or consultations;

all of which TTG shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing services under this Agreement. The CLIENT shall assist TTG as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for the CLIENT on matters affecting this Project.

Access: The CLIENT shall acquire all necessary easements, rights of way, land takings and arrange for access to and make all provisions for TTG and its subconsultants to enter upon public and private property as required for TTG to perform its services.

Review Documents: The CLIENT shall examine all documents prepared for the Project by TTG; and at the CLIENT's option, obtain advice from legal counsel, insurance counsel and other appropriate advisors, and advise TTG of any opinion or recommendations resulting from paid advice.

Permits: The CLIENT shall secure and maintain all necessary approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

Notice: The CLIENT shall give prompt written notice to TTG whenever he observes or otherwise becomes aware of any development that affects the scope or timing of TTG's services.

Additional Work: The CLIENT shall furnish, or direct TTG to provide necessary Additional Services.

Costs: The CLIENT shall bear all costs incident to compliance with the requirements of this Section 3.

~~4. **DOCUMENTS** All reports, design drawings, field data and notes, laboratory test data, calculations, estimates and other documents that TTG prepares as instruments of service shall remain TTG's property. The CLIENT agrees that TTG's services are on behalf of and for the exclusive use of the CLIENT and that all reports and other documents furnished to the CLIENT or his agents shall be utilized solely for this project. These documents are not intended or represented to be suitable for reuse by CLIENT or others in connection with (a) the completion of the Project if TTG's agreement has been terminated or TTG otherwise is not involved in the Project; (b) extensions of the Project; and/or (c) any other project. Any reuse without written verification or adaptation by TTG for the specific purpose intended will be at CLIENT's sole risk and without any liability or legal exposure to TTG or its consultants. The CLIENT shall indemnify and hold harmless TTG, and its consultants, from any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle TTG to further compensation at rates to be agreed upon by CLIENT and TTG.~~ WDH 07/08/2020

5. **RESTART** - If the Project is stopped for a period greater than 30 days, a restart fee will be required to compensate TTG for any necessary premium time, and for remobilization of staff and materials. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation.

Restart fee will be 10% of fee earned to date of stoppage, unless CLIENT and TTG agree on a different amount.

6. **CONSTRUCTION OBSERVATION SERVICES** - If TTG's construction observation services are included as part of the scope of services in the Contract, TTG will provide personnel to observe construction to determine that it is being performed, in general, in accordance with the plans and specifications.

TTG cannot provide its opinion on the suitability of any part of the work performed unless measurements and/or observations of that part of the construction are made by TTG personnel.

TTG's services do not make TTG a guarantor of the contractor's work and the contractor will continue to be responsible for the accuracy and adequacy of all construction or other activities performed by the contractor. The contractor will be solely responsible for the methods of construction; supervision of personnel and construction; control of machinery; falsework, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA regulations.

7. **REVIEW OF SHOP DRAWINGS** - If TTG's contract with the CLIENT so requires, TTG shall review (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. TTG's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

8. **CONTRACTOR PERFORMANCE** - It is the CLIENT's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. The CLIENT agrees to pay TTG 2.5 times Direct Personnel Expense for all its troubleshooting work due to Contractor's inability to achieve satisfactory operation.

CLIENT shall hold harmless, defend and indemnify TTG, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of the CLIENT or its agents, or liability due to the negligence of any Contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of TTG or its consultants due to the sole negligence of TTG, or its consultants.

9. COST ESTIMATES - Any estimates or opinions of project or construction costs are provided by TTG on the basis of TTG's experience and qualifications as an architect/engineer and represent its best judgment as an experienced and qualified architect/engineer familiar with the construction industry. Since TTG has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by TTG. Similarly, since TTG has no control over building operation and/or maintenance costs, TTG cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by TTG. No fixed limit of construction cost is established as a part of this Agreement.

10. STANDARD OF CARE - TTG's services will be performed in accordance with generally accepted practices of the Architects/Engineers providing similar services at the same time, in the same locale, and under like circumstances. CLIENT agrees that TTG's services provided will be rendered without any warranty, express or implied.

11. SUSPENSION OF WORK - The CLIENT may, at any time, by ten (10) day written notice, suspend further work by TTG. The CLIENT shall remain fully liable for and shall promptly pay TTG the full amount for all services rendered by TTG to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of putting documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

If payment of invoices by the CLIENT is not maintained on a thirty (30) day current basis, TTG may, by providing a ten (10) day written notice to the CLIENT, suspend further work until payments are restored to a current basis. In the event TTG engages counsel to enforce overdue payments, the CLIENT shall reimburse TTG for all reasonable attorney's fees and court costs related to enforcement of overdue payments. The CLIENT shall indemnify and save harmless TTG from any claim or liability resulting from suspension of the work due to non-current payments.

12. INSURANCES - TTG is protected by Worker's Compensation Insurance and Employer's Liability Insurance. TTG will furnish certification upon written request. The CLIENT agrees that TTG will not be liable or responsible to the CLIENT for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

13. PROFESSIONAL LIABILITY - The CLIENT agrees that TTG's liability to Client and to Client's general or other contractors and subsequent owners of the property for damages attributable to TTG's negligent acts, errors, or omissions shall be limited to the sum of \$50,000 or to the total fee for services rendered by TTG, whichever is greater.

The CLIENT shall advise its general and other contractors of this limitation to TTG's liability, shall obtain their agreement to be bound by this limitation, and shall indemnify, defend, and hold TTG free and harmless from, (1) all damages, costs, and expenses, including attorneys' fees, in excess of this limitation, and (2) all damages, costs, and expenses, including attorneys' fees, attributable to allegations of defects or deficiencies in the project not shown to have been caused by TTG's fault or neglect.

14. INDEMNIFICATION - TTG and Client each agree to indemnify each other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent they are caused by each party's respective negligent acts, errors, or omissions relating to this Agreement. In the event the losses, damages, or expenses are caused by the joint or concurrent negligence of TTG or Client, they shall be borne by each party in proportion to its own negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable law.

15. INDEMNIFICATION FOR HAZARDOUS MATERIALS - The CLIENT agrees that TTG has not contributed to the presence of hazardous wastes, oils, asbestos or other hazardous materials that may exist or be discovered in the future at the site and that TTG does not assume any liability for the known or unknown presence of such materials.

Therefore, the CLIENT shall defend, indemnify, and hold harmless TTG, its consultants, subcontractors, agents and employees from and against all claims, damages, losses, and expenses including defense costs and lawyer's fees that result from the failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil or other hazardous materials or pollutants. The CLIENT shall be liable under this paragraph for claims, damages, losses, and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by TTG's sole negligence.

16. WAIVER OF SUBROGATION - The CLIENT and TTG waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The CLIENT and TTG shall each require similar waivers from their contractors, consultants and agents.

17. SUCCESSORS AND ASSIGNS - The CLIENT and TTG each binds himself, his partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither the CLIENT or TTG shall assign, sublet or transfer his interest in this Agreement without the written consent of the other party hereto. Nothing in this paragraph shall prevent TTG from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist in the performance of the services of this Agreement.

18. GOVERNING LAW - This Agreement is to be governed by and construed in accordance with the law of the State of New Hampshire.

19. DISPUTE RESOLUTION - The CLIENT and TTG agree to submit all claims and disputes arising out of the Contract and these Standard Conditions to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of the Contract and these Standard Conditions; however, neither party shall seek mediation of any claim or dispute arising out of the Contract and these Standard Conditions beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

20. TERMINATION - Either party may terminate this Agreement in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and 2) an opportunity for consultation with the terminating party before termination.

Upon termination, the CLIENT shall pay TTG for all work completed prior to the effective date of the termination. If compensation within the Agreement is based on a lump sum, the amount due TTG at termination shall be computed as the percentage complete of the work times the lump sum. If compensation is based on billing rates or actual costs, the amount due at termination shall be computed based on hours charged to the Project at termination times the appropriate ratios.

**Town of Auburn
Board of Selectmen
June 29, 2020
Site Walk Minutes**

5:00 PM

Selectmen Present: Keith Leclair, Todd Bedard and Michael Rolfe

Others Present: Town Counsel Stephen Bennett, Attorney Patricia Panciocco, Gary Gramatikas, Pamela Gramatikas, Eric Mitchell, and Abutters Eric Haddad (96 Hunting Road), Sue Bunnell (80 Hunting Road) and Elvira Karic (83 Hunting Road)

Mr. Leclair convened the site walk gathering at 5:05 PM.

Eric Mitchell presented the application for restoration of involuntarily merged lots on behalf of the Gramatikases. Mr. Mitchell noted they had staked out the property in question as requested by the Town and are showing the original one-half acre parcels originally identified as Lots #101 and #103, which the Gramatikas family has applied to separate back to their original status.

As they walked the property, Mr. Mitchell explained where boundaries of each original lot were located.

Abutter Eric Haddad of 96 Hunting Road (formerly Lot #105) pointed out where his lot line was, as well as the location of sheds on the Lot #103 property, one which he reported had been removed on the previous Saturday. He indicated in purchasing his property, he relied upon what information was around and what could be built in the area. He does not want a big house immediately next to him. He noted he had to get a variance to get a garage. He also indicated the well is on the property line already.

Mr. Rolfe noted to Mr. Mitchell that one of the corner pins was missing.

The site walk meeting concluded at 5:32 PM.

**Town of Auburn
Board of Selectmen
June 29, 2020
Minutes**

7:00 PM

Selectmen Present: Keith Leclair, Todd Bedard and Michael Rolfe

Others Present: Mike DiPietro, Town Counsel Stephen Bennett, Attorney Patricia Panciocco, Gary Gramatikas, Pamela Gramatikas, Ed Haddad, Sue Bunnell, Eric Mitchell, Police Chief Ray Pelton, Parks & Recreation Coordinator Amy LaChance and Nancy Hoijer, Recording Secretary

Call to Order – Pledge of Allegiance

Mr. Leclair called the meeting to order at 7:00 PM and led the Pledge of Allegiance.

Approval of Payroll Manifest for the Week of June 22, 2020 - \$55,013.17

Mr. Bedard motioned to approve the Payroll Manifest for the week of June 22, 2020 in the amount of \$55,013.17. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Approval of Accounts Payable Manifest for the Week of June 22, 2020 - \$13,918.49

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of June 22, 2020 in the amount of \$13,918.49. Mr. Leclair seconded the motion. A vote was taken, Mr. Leclair – aye, Mr. Bedard – aye, and Mr. Rolfe abstained, the motion passed 2-0-1.

Approval of Accounts Payable Manifest for the Week of June 29, 2020 - \$21,095

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of June 29, 2020 in the amount of \$21,095. Mr. Leclair seconded the motion. A vote was taken Mr. Leclair – aye, Mr. Bedard – aye and Mr. Rolfe abstained. The motion passed 2-0-1.

Approval of Accounts Payable Manifest for the Week of June 29, 2020 - \$1,651,866.36

Mr. Bedard motioned to approve the Accounts Payable Manifest for the week of June 29, 2020 in the amount of \$1,651,866.36. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Appointments with the Board

Gary Gramatikas & Pamela Gramatikas – 20 Appletree Road – Restoration of Involuntarily Merged Lots

Eric Mitchell presented the application for restoration of involuntarily merged lots on behalf of the Gramatikases. Mr. Mitchell indicated two of the lots were sold to the Gramatikases in 1977 by Arthur & Marguerite Gramatikas, while another two lots were purchased in 1985 (Lots 101 and 103) by Arthur & Marguerite Gramatikas and stayed in their Estate until recently when the property was transferred by the remaining heirs. They contend the parcels were merged involuntarily.

Attorney Panciocco indicated Lots 102 and 104 were owned by one family and the other two were owned by the estate. She said those lots cannot be merged when they are not owned by the same owner. She felt a second reason it is wrong is there is no Town ordinance that authorizes it. And the last reason is there is no statute in New Hampshire to merge lots. She said the assessor has no authority under New Hampshire law to merge lots, no state ordinance or common title. A taking without a hearing is a basic Constitutional principle. She further did not agree putting a shed there rises to the level of merger by conduct.

Attorney Bennett indicated there were four original lots of approximately one-half acres in size conveyed to the Gramatikases parents. Lots 102 and 104 were one transfer and that is where the house and garage are located. Lots 101 and 103 are the two back lots. He indicated both original deeds mention Lots 102, 104, 101 and 103, but make the transfer as a single tract, describing the perimeter in the physical description. The property had corrected deeds filed this year in January as "Corrective Quitclaim Deeds." These deeds correct the transfer dated September 9, 1977 which deed omitted Lot 101 and 103. The deed stated it was not a contractual transfer. There was no conveyance from the estate/heirs to the Gramatikases or it would be subject to tax stamps. There were no two separate estates as suggested. All were owned by the Gramatikases.

Attorney Bennett referenced *Roberts v. Windham* which had the same scenario, combined lots, same address, all taxed the same. Administrative mergers happened by officials with one owner. There was no requirement for there to be an ordinance allowing the merger. He indicated RSA 674:39aa was put in place because of this circumstance where the Town is treating separate lots as one parcel. He said a review of four applications submitted by the Gramatikases since 1977 suggests all four lots were being used as one. The initial building permit application for the house says two acres. Each individual lot is half an acre. The garage over line Lots 102 and 104 – 2.25 acres (all four together). The shed in 2005 – size 2.38 acres is all four lots combined. Septic field shows as one parcel. The shed permit partially over Lot 103. The site walk showed two sheds on the property. One as of Saturday was pulled off the property was clearly on Lot 103. The mowed area is significant. The owner of Lot 105 is here today. Lot 101 was not developed at all. The courts look at how people use property as "merger by conduct."

Attorney Panciocco indicated the Roberts case were cottages on the waterfront with a multi-use bunkhouse not accessible except through each other. Something more permanent than a shed and a bit of lawn. Do not know who is mowing the lawn.

Mr. Mitchell noted the Gramatikases relied on the tax map when they filled out their permits and it said two acres. The lots were not developed. The anti-merger statute sunsets in 2021. There have been too many circumstances to correct mistakes, and he agreed the lots were not in common ownership.

Mr. Leclair opened the hearing to the public for comments and questions at 7:25 PM.

Eric Haddad of 96 Hunting (Lot 105) indicated he is a direct abutter. He looked at the lot lines, what there was on GIS and it was always shown as one lot. He relied upon what was around and what could be built. He does not want a big house immediately next to him. He had to get a variance to get a garage. The well is on the property line already.

Sue Bunnell of 80 Hunting Road noted she has concerns about houses going in close to her and asked who is mowing lawn abutting 105. Mrs. Gramatikas said they are mowing it, the kids play ball there.

Mr. Haddad indicated the Gramatikas had stuff there until last night, and they have burned wood there.

Attorney Bennett indicated the development is made up of pre-existing non-conforming lots which are buildable. That area is grandfathered. Ms. Bunnell noted a neighbor on Wilson's Crossing Road was told they could not. Mr. Leclair explained this neighborhood is grandfathered.

Mr. Haddad asked about the rule in RSA 674-39aa that the restoration not be deemed to cure so the development could go back to the old rules and if it meant they must stick to the current rules. Both attorneys reviewed the language of the statute.

Mr. Rolfe asked Mr. Mitchell about the well radius of 125.' Mr. Mitchell indicated an artesian well only needed 75.' Mr. Rolfe corrected a dug well is 125.' Mr. Mitchell noted the state looks at requirements. The minimum allowable is a two-bedroom. There is a formula for the well radius and the state allows for a document to be recorded by the owner indicating they cannot blame the neighbors. Mr. Leclair asked if it protected the neighbors as well? Mr. Mitchell noted the state does not care how far apart wells are. In open space developments they can be very close.

Mr. Haddad expressed concerns with his well if another home is built.

Attorney Panciocco indicated the local ordinance can be adopted to be less restrictive.

Mr. Bedard indicated he has not seen any evidence the lots were or were not merged voluntarily or involuntarily. What evidence points to voluntary or involuntary?

Attorney Panciocco indicated a voluntary merger would go before the Planning Board for approval and be recorded at the Registry of Deeds. The presumption is involuntary unless there is evidence that the owner voluntarily asked to be merged.

Attorney Bennett indicated if it were done voluntarily this statute would not apply. Administratively, the tax assessor, tax map makers or other officials merge without a formal proceeding. It is how the Town treated and how the owners treated the lots as separately or all as one. If using as part of property it is merging by conduct.

Attorney Panciocco noted the Building Inspector's zoning determination noted they were merged in 1980 and assigned a tax map and lot number. The memo indicated there was no record title of how the Gramatikases owned Lots 101 and 103, it was never transferred. If voluntary, the Building Inspector would have known it.

Mr. Rolfe indicated that happened in the 1980s and the owners sat on it for 20-30 years and paid taxes on one lot, not had separate tax bills.

Mr. Leclair indicated the Board would take it under advisement and asked to keep it on the agenda under Old Business for the next meeting in two weeks.

Ms. Bunnell indicated she had two trees close to the road that were dead and split. Mr. Leclair instructed her to contact Mr. Herman on the email provided at the webpage or call Road Agent Dross.

Town Response to COVID-19 and State of Emergency Declaration

General Update on Town Issues

Mr. Leclair noted he received the inventory he requested from Fire Chief Williams of PPE and there are about 440 N95 masks, 13 tubs of antibacterial wipes, 50 hand sanitizers, 1000 regular masks and 6000 gloves. Police Chief Pelton indicated they have gowns also.

Mr. Leclair noted the Town Offices have the doors locked and admit five people to the building at one time. Police Chief Pelton indicated a small uptick in cases, five new, mostly travel related.

New Business

Resignation of Alternate Library Trustee

Mr. Leclair announced the Board received the resignation of Alternate Library Trustee Brenda Beer.

Mr. Bedard motioned to accept the resignation of Brenda Beer as Alternate Library Trustee. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Mr. Leclair extended the Board's thanks to Mrs. Beer for her service and volunteerism for many years noting she also served as a Selectwoman and will still be around to help.

Highway Safety Committee Recommendations

- Additional Street Light Locations

Mr. DiPietro indicated an additional location was identified for a streetlight at the last Highway Safety Meeting. The intersection of Gardner Road and Bunker Hill Road where the kids have a bus stop early in the morning when it is dark. Mr. DiPietro indicated input would be appreciated where additional lights should or should not be.

Mr. DiPietro reviewed the SNHPC assessment done last year which looked at series accidents and fatalities and small projects that could be done inexpensively.

Mr. Leclair recommended this item stay on the agenda.

- "No Left Turn" Sign for Depot & Hooksett Roads Intersection

Mr. DiPietro summarized the Highway Safety Department discussions concerning the intersection of Depot Road & Hooksett Road which have been identified as a problem for many years. An alternate intersection has been proposed with Manchester Water Works and survey work was done several years ago. Putting in a "No Left Turn" sign would be a band aid in the meantime. Historically the sign has not lasted long.

Chief Pelton indicated the number of cars and bikes has increased since Covid and there have been reports of accidents in the past. Mr. Rolfe noted the sign would have to be ordered and will take care of that.

Mr. Bedard motioned to approve the installation of a "No Left Turn" sign at the intersection of Depot Road and Hooksett Road. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Mr. Rolfe indicated he would notify Road Agent Dross.

Power Washing of Town Hall

Mr. Leclair noted the proposal that was received to power wash the Town Hall and Library. The Board indicated the Town Hall was newly painted and did not need to be done.

Discussions with Manchester Water Works

Mr. Bedard indicated the intersection of Depot Road and Hooksett Road and other items need to be discussed with Manchester Water Works and recommended having a workshop meeting to coordinate the Town's thinking. This should be followed by scheduling a time to meet with Manchester Water Works. Mr. Leclair explained to Mr. Rolfe how former Selectmen were brought in to review the PILOT Agreement with the Board a year or so ago, and that there are issues concerning the cemetery, the school, land swaps and other issues which need to be discussed and finalized. Mr. Leclair will let Mr. Herman know to keep this on the agenda.

Design of Griffin Mill Bridge

Mr. Rolfe indicated the status was to first do legal work and the funding mechanism was for next year. Mr. Leclair recommended keeping this on the agenda under old business.

Old Business

Request to Cut Tree Limbs on Town Property

Mr. Rolfe indicated he spoke with the homeowner and recommended she could trim the overhanging branches, but not remove the trees which he observed to be healthy. Mr. Rolfe recommended having Mr. Herman send a letter and note if the homeowner does the work it is at her own risk.

Report/Comments of Ex-Officio Board Representatives

Other Business

Mr. Rolfe indicated the Sanborn property has been taken care of. The surveyors staked the property and the boulders were set on the line and the dirt was moved.

Mr. Leclair noted on July 6 the barriers will be moved from Morgan Drive as will at least half the no parking signs. The new signs have been ordered and hopefully will be installed at the same time.

Next Meetings/Events

Monday, July 13, 2020 Board of Selectmen's Meeting – 7:00 PM

Monday, July 27, 2020 – Board of Selectmen's Meeting – 7:00 PM

Minutes

- June 15, 2020 Workshop Meeting

Mr. Bedard motioned to approve the minutes of the June 15, 2020 Workshop Meeting. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

- June 15, 2020 Public Meeting

Mr. Bedard motioned to approve the minutes of the June 15, 2020 Meeting. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Adjourn

Mr. Bedard motioned to adjourn the meeting at 8:12 PM. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Respectfully submitted,

Nancy J. Hoijer,
Recording Secretary