

AGENDA
BOARD OF SELECTMEN
June 24, 2021 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Public Hearing – Illicit Drainage ordinance
 - b. Public Hearing - Main Street project
 - c. Public Hearing – Town Code Chapter 160 Cemetery Fees
 - d. Chief Gilman – OHRV
- IV. OLD BUSINESS:
 - a. Execute eviction notice – Tax deeded property
- V. NEW BUSINESS:
 - a. Letter from Mr. Mrazik RE: Eversource tree removal
 - b. Selectmen Crockwell letter of resignation
 - c. Appointments
 - d. Acceptance of unlicensed dog list from Town Clerk
 - e. Manifest/Abatements
 - f. Minutes 6/2/21
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN

Central New Hampshire Regional Planning Commission

28 Commercial Street ♦ Concord, NH 03301

Telephone: (603) 226-6020 ♦ Fax: (603) 226-6023 ♦ www.cnhrpc.org



DATE: JUNE 8, 2021
TO: PEMBROKE BOARD OF SELECTMEN
FROM: MATT MONAHAN, CNHRPC
SUBJECT: MS4 IDDE ORDINANCE

As part of compliance with the MS4 Permit requirements, all communities must adopt a legal mechanism to regulate the illicit discharges. The ordinance (known as an Illicit Discharge Detection and Enforcement, or IDDE, Ordinance) has certain elements required by the permit that must be included. The IDDE Ordinance is not a land use ordinance but is instead a Selectmens' Bylaw. Working with the Town's Consulting Engineer and relevant town departments, CNHRPC drafted an IDDE Ordinance that addresses the required elements using a template from other small MS4 communities that passes muster with EPA. The ordinance must be adopted by the end of June in order to comply with this element of the permit. An overview of the IDDE's elements include:

Ordinance Overview:

- Required by the Permit.
- Must be adopted by the end of June, 2021.
- Proposed ordinance is based on a template used by other compliant towns. Developed with Town's Engineer, CNHRPC, and relevant town departments.
- Included provisions are drawn from the permit.
- Town attorney has reviewed (over a year ago).
- Adopted by Allenstown under a similar process.

Ordinance Language

- Section 1, Purpose and Intent establishes health and safety purpose and ties it to relevant RSAs.
- Section 2, Definitions: incorporates relevant definitions from the permit.
- Section 3, Regulations, establishes a framework for developing regulations to assist with implementation.
- Section 4, Severability. Incorporates common severability language.
- Section 5, Notification: Establishes the required notification process for discharges.
- Section 6, Transitional Provisions: Establishes effective dates.
- Section 7, Illicit Discharge and Detection Elimination: Establishes required oversight of illicit discharge detection and elimination, including a description of such discharges, their prohibition, administration (Highway Department, as prescribed by the permit), and fines.

PUBLIC HEARING NOTICE
Town of Pembroke
Board of Selectmen

A public hearing will be held by the Pembroke Board of Selectmen on Thursday June 24, 2021 at a meeting beginning at 6:30 PM in the Pembroke Town Hall, 311 Pembroke Street, Pembroke, NH, on the adoption of an ordinance entitled "Illicit Discharge Ordinance".

The agenda for the meeting will be posted per RSA 91-A:2. Refer to the agenda for a listing of other agenda items before the Board, which may be heard prior to the above public hearing.

Copies of the proposed ordinance are available for review at Pembroke Town Hall, 311 Pembroke Street, during normal business hours. Phone 485-4747.

The Board will also hold Public Hearings on the following:

Discussion on the proposed Main Street construction project

Discussion on Town Code Chapter 160 Cemetery Fees

For questions, please call the Town Administrator at 485-4747, or email at djodoin@pembroke-nh.com.

Ann Bond, Chairman

property and take any and all measures necessary to abate the violation or restore the property, at the violator's expense.

This Ordinance's standards are minimum standards; therefore this Ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

§ 7. 6– Fines

The Highway Department of the Town of Pembroke has the authority to levy civil fines for violations. Civil fines may be imposed not to exceed \$10,000 per day for each occurrence and may be imposed for every day the violation continues.

Board of Selectmen Chair

Date

Town Clerk

Date

TOWN OF PEMBROKE - ILLICIT DISCHARGE ORDINANCE

Section 1. Purpose & Intent

The Purpose is to protect water quality in the Town of Pembroke while providing for the health, safety and general welfare of the citizens of Town. The intent is to prohibit illicit discharges that often contain pathogens, nutrients, surfactants and various toxic pollutants by setting up and enforcing an Illicit Discharge and Detection Elimination program.

The Pembroke Board of Selectmen is authorized to enact this ordinance pursuant to their powers and duties granted by the State of New Hampshire, including RSA chapter 149-I and RSA 41:8.

Section 2. Definitions

ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Federal agency responsible for implementing the Federal Water Pollution Control Act, (3 U.S.C. § 1251 et seq.) AKA the "Clean Water Act".

DISCHARGE

To dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the Municipal Storm Sewer System (MS4).

ILLICIT CONNECTIONS

An Illicit, unauthorized or illegal connection that drains into or is connected to the Municipal Separate Storm Sewer System (MS4), shall mean any pipe, drain, open channel or conveyance connected from a residential, commercial or industrial land use, to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized federal, state or local enforcement agency.

ILLICIT DISCHARGE

Any direct or indirect non-storm water discharge to the Municipal Separate Storm Sewer System (MS4), excepting discharges pursuant to a specific NPDES permit and firefighting activities.

MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)

Are publicly owned and operated facilities by which storm water is collected including but not limited to roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains, piped storm drains, pumping facility retention or detention basins, reservoir or other drainage structure that that are owned and/or maintained by the Town of Pembroke.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

The water quality program setup as part of the Clean Water Act, implemented by the EPA, to authorize the discharge of pollutants into surface waters of the United States.

NON-STORMWATER DISCHARGE

Discharge to the municipal storm drain system not composed entirely of stormwater.

OUTFALL

The point at which stormwater flows out from a point source discernible, confined and discrete conveyance.

OWNER

A person with a legal or equitable interest in the property.

POLLUTANT

The contamination or other alternation of any water's physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

RUNOFF

That portion of the precipitation on a drainage area which is discharged from the area into the Municipal Separate Storm Sewer System.

STORMWATER

Stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage.

Section 3 – REGULATIONS

The Town of Pembroke may adopt, and periodically amend, regulations, rules and/or written guidance relating to the terms, conditions definitions, enforcement, fees, procedures and administration of this Illicit Discharge Ordinance by majority vote of the Governing Body (Pembroke Board of Selectmen) after conducting a public hearing to receive comments. Such hearing shall be advertised in a newspaper of general local circulation at least fourteen (14) days prior to the hearing date. Failure of the Town of Pembroke to issue such rules or regulations or a legal declaration of their invalidity by a court shall not act to suspend or invalidate the effect of this Ordinance.

Such regulations, rules and/or guidance may include without limitation, provisions for the establishment of one or more categories of administrative review approvals for specific types or sizes of projects. Administrative review applications that meet all the standard requirements may be issued by one or more agents designated in writing by the Town of Pembroke without the requirement of a public hearing as detailed in this Ordinance. Administrative review approval shall comply with all other provisions of this Ordinance.

Section 4 – SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable. If any provision, paragraph, sentence or clause of this Ordinance or the application thereof to any person, establishment or circumstances shall be held invalid such invalidity shall not affect the other provisions or application of this Ordinance.

Section 5 – NOTIFICATION

§ 5.1 – Notification of Spills or Other Non-Stormwater Discharges

1. As soon as any person responsible for a facility, site activity, or operation, or responsible for emergency response for a facility, site activity, or operation, has information of any known or suspected release of pollutants or non-stormwater discharges which are resulting or may result in illicit discharges or pollutants discharging into the Town of Pembroke municipal storm system, state waters or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release so as to minimize the effects of the discharge.
2. If the substance poses an immediate health or safety concern the Town of Pembroke and the State of New Hampshire Emergency Services shall be immediately notified.
3. If the substance does not pose an immediate health or safety concern than the Town of Pembroke Health Department should be notified as soon as possible, however, no later than twenty-four (24) hours post event.

Section 6 – TRANSITIONAL PROVISIONS

Residential property owners shall have 60 days from the effective date of this Ordinance to comply with its provisions provided good cause is shown for the failure to comply with the Ordinance during that period.

Section 7 – Illicit Discharge and Detection Elimination (IDDE)

§ 7.1 – Applicability

Illicit discharges enter the system through either direct connections (such as wastewater piping either mistakenly or deliberately connected to the storm drains) or by indirect connections. Indirect connections can include failing individual sewage disposal systems, cracked sanitary pipes, spills collected by drain outlets or by dumping an illicit discharge directly into the storm basin.

The Illicit discharges result in high levels of pollutants including heavy metals, toxics, oil and grease, solvents, nutrients, viruses and bacteria being released directly into the receiving waters of the State or the United States. The MS4 drainage system is not designed to accept, process, or discharge such non-stormwater wastes. The pollutant levels from these illegal discharges degrade the receiving water quality and threaten aquatic, wildlife and human health.

§ 7.2 – Prohibition of Illicit Discharges

No person shall illicitly discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards or permit requirements, including but not limited to State surface water quality standards and the Town's MS4 Permit. Additionally, any discharge that fits in the allowed discharge category below that nonetheless is a significant contributor of pollutants to the MS4 would also be considered an illicit discharge.

The following discharges are specifically prohibited and are not meant to be all inclusive:

1. Connecting sanitary sewer to storm sewer (MS4);

2. Sanitary Sewer Overflows;
3. Any new or used motor oil, antifreeze, or other motor vehicle fluid;
4. Any industrial wastes;
5. Any hazardous waste, including hazardous household waste;
6. Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;
7. Any garbage, rubbish or yard waste;
8. Any wastewater from:
 - a. A commercial carwash facility;
 - b. Any vehicle washing, cleaning or maintenance at any new or used automobile, or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or
 - c. From any washing, cleaning or maintenance of any business or commercial or public service vehicle, including truck, bus, or heavy equipment, by a business or public entity that operates more than two such vehicles;
9. Any wastewater from the washing, cleaning, de-icing, or other maintenance of aircraft;
10. Any wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains any harmful quantities of soap, detergent, degreaser, solvent, or any other harmful cleaning substance;
11. Any wastewater from any floor, rug or carpet cleaning;
12. Any wastewater from the wash down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance; or any wastewater from the wash down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substances has occurred, unless all harmful quantities of such released material have been previously removed;
13. Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emissions filter, or the blowdown from a boiler (including fly ash, slag ash or similar);
14. Any ready-mixed concrete, mortar, ceramic, or asphalt base material, "urban fill," or hydro-mulch material, or from the cleaning of commercial vehicles or equipment containing, or used in transporting or applying such material;
15. Any runoff or wash down water from any animal pen, kennel, or fowl or livestock containment area;

16. Any water from a swimming pool, fountain or spa containing any harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in the pool cleaning;
17. Any water from a water curtain in a spray room used for painting vehicles or equipment;
18. Any containment runoff from an auto salvage yard or junk yard;
19. Any substance or material that will damage, block, or clog the MS4;
20. Any release from a petroleum storage tank, or any leachate or runoff from soil contaminated by a leaking petroleum storage tank, or any discharge of pumped, confined, or treated waste water from the remediation of any such petroleum storage tank release, unless it complies with state and federal standards and does not contain any harmful quantity of any pollutant;
21. Any pet waste from a commercial enterprise or livestock waste.

The following items are not considered as Illicit Discharges:

1. Water line flushing
2. Uncontaminated ground water infiltration
3. Uncontaminated pumped ground water
4. Discharges from potable water sources except landscape irrigation and lawn watering
5. Foundation & footing drains including crawl space pumps
6. Air conditioning condensation
7. Diverted/pumped stream flows, Springs & riparian habitats and wetlands and rising groundwater
8. Dechlorinated swimming pool discharges
9. Discharge from Street Sweeping
10. Dye testing as long as the officials are made aware prior to the test
11. Non-stormwater discharge permitted under an NPDES permit, waiver or waste discharge order administered under the authority of the US EPA, provided that the discharge is in full compliance with the requirements of the permit, waiver or order and applicable laws and regulations
12. Discharge for which advanced written approval is received from the Highway Department and the Planning Board.

§ 7.3. – Prohibition of Illicit Connections

- a. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
- b. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- c. A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

§ 7. 4– IDDE Responsibility for Administration

The Highway Department shall administer, implement and enforce the provisions of the Illicit Discharge Ordinance.

The Highway Department of the Town of Pembroke may order anyone responsible for an illicit connection violation or discharge to an MS4 to:

1. Eliminate it;
2. Take measure to minimize the discharge of pollutants until such time as the illicit connection or discharge shall be eliminated; and,
3. Remediate the contamination.

An illicit discharge and/or illegal connection shall be removed by the responsible party immediately; there is no “grace period between the identification the discharge/connection and removal. Failure to remove the discharge/connection can, at the discretion of the Highway Department of the Town of Pembroke, result in an immediate fine in accordance with Section 7.6 below, until such discharge/connection is removed.

The Highway Department shall have the authority to enter private property to conduct investigations into alleged illicit discharges within 48 hours of the Highway Department becoming aware of the potential discharge. Such investigation shall occur only after the Department provides advance notice of inspection to the property owner as soon as is practical, with the investigation conducted at a reasonable time of day as determined between the Highway Department and the Property Owner.

The Highway Department shall have the authority to issue a written Notice of Violation to any entity or person who violates this Ordinance. The Highway Department may additionally impose fines for violations of this Ordinance, as provided in Section 7.6 below. The Board of Selectmen shall collect the fines on behalf of the Town of Pembroke.

Any entity or person may appeal a Notice of Violation, including accompanying fines, to the Board of Selectmen in writing within 30 days of receiving the Notice of Violation. The Board of Selectmen shall conduct a public hearing on the appeal.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation and no appeal has relieved the alleged violator from complying with the Notice of Violation, the Highway Department, its designee, or other person authorized by the Town may enter upon the subject private

David Jodoin

From: James Garvin <james@jamesgarvin.net>
Sent: Friday, May 28, 2021 3:25 PM
To: David Jodoin
Cc: Ellen Paulsen; VJ Ranfos
Subject: Pembroke Cemetery Burial Fees
Attachments: Burial Fees Letter 2021.docx

Dear David,

On January 1, 2021, Dignified Cemetery Services, the contractor employed by the town, raised their fees for both regular and cremation burials.

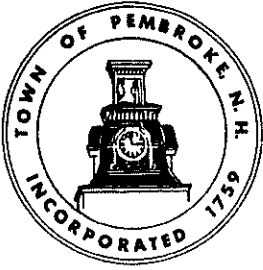
The fees charged to the Town of Pembroke by Dignified Cemetery Services now exceed the charges made by the town to the public. Our current fees, adopted by the Selectmen on June 15, 2020, are posted in the Town Code, Chapter 160, Section 5.

At its meeting on May 13, 2021, the Pembroke Cemetery Commission voted to recommend that the Board of Selectmen raise the town fees in order to avoid a financial loss on each burial.

I am attaching a letter from the Cemetery Commission to the Board of Selectmen outlining the current town fees, the new Dignified Cemetery Services Fees, and the Commission's recommended new town fees.

Jim

James L. Garvin, Secretary
Pembroke Cemetery Commission



TOWN OF PEMBROKE

TOWN HALL • 311 PEMBROKE STREET • PEMBROKE, NH 03275

May 28, 2021

Board of Selectmen
Town of Pembroke
Town Hall—311 Pembroke Street
Pembroke, New Hampshire, 03275

Re : Burial fees, Pembroke Cemeteries

Ladies and gentlemen:

Dignified Cemetery Services, the contractor employed by the Town of Pembroke for interments in municipal cemeteries, raised their rates on January 1, 2021. The new Dignified Cemetery Services rates are higher than those presently charged by the Town of Pembroke under Chapters 155 and 160 of the Pembroke Town Code, resulting in a potential deficit to the town for every future burial. Current town rates, new Dignified Cemetery Services rates, and proposed new town rates are as follows:

<u>Current Town Rates</u> <u>(Amended by Selectmen 6/15/2020)</u>		<u>New Dignified Cemetery</u> <u>Services Rates, Jan. 1, 2021</u>		<u>Proposed new</u> <u>Town Rates</u>	
<u>Regular grave openings</u>					
Weekdays	\$550	Weekdays	\$600	Weekdays	\$600
Weekends/holidays	\$700	Saturdays	\$650	Weekends/	
		Sun./holidays	\$750	holidays	\$750
<u>Cremation grave openings</u>					
Weekdays	\$200	Weekdays	\$250	Weekdays	\$250
Weekends/holidays	\$300	Saturdays	\$300	Weekends/	
		Sun./holidays	\$350	holidays	\$350

At its meeting on May 13, 2021, the Pembroke Cemetery Commission voted to recommend to the Board of Selectmen that the town adopt the proposed new rates shown in the right-hand column above.

Cc: Ellen Paulsen, Chair

Respectfully submitted,
James L. Garvin, Secretary
Pembroke Cemetery Commission

CHAPTER 160

FEES

[HISTORY: Adopted by the Board of Selectmen 11-24-2003 by Ordinance No. 03-07. Amended February 19, 2013]

GENERAL REFERENCES

Taxation — See Ch. 138.

Zoning — See Ch. 143.

Site plan review — See Ch. 203.

Subdivision of land — See Ch. 205.

§ 160-1 Town Administration Department fees.

Town Administration Department fees are set as follows:

- A. Notarize documents: no charge (residents); \$5 (nonresidents).
- B. Copies: \$0.50 per page.
- C. Voter checklist printout: \$25.
- D. Voter checklist printout and computer disk: \$30.
- E. Voter checklist mailing label format printout & computer disk: \$30.

§ 160-2 Planning and Land Use Department fees.

Planning and Land Use Department fees are set as follows:

- A. Site plan regulations: \$15.
- B. Zoning regulations: \$20.
- C. Subdivision regulations: \$15.
- D. Copy of assessment card: \$1.
- E. Assessment Tax File \$50.

§ 160-2.1 Zoning Board of Adjustment fees.

[Added 12-20-2006 by Ordinance No. 2006-01; Updated 5/5/2014 Board of Selectmen]

The Zoning Board of Adjustment fees are set as follows:

- A. Application fee: \$100.
- B. Certified notice fee: \$10 per abutter.
- C. Newspaper legal notice fee: \$120 per notice.
- D. Certified Notice of Decision Fee: \$10 per notice.

§ 160-3 Tax Collector fees.

Tax Collector fees are set as follows:

- A. Copy of tax bill: \$1.

§ 160-4 Town Clerk fees.

Town Clerk fees are set as follows:

- A. Notarize documents: no charge (residents); \$5 (nonresidents).
- B. Municipal Agent fee: \$3.00 per transaction.

§ 160-4.1 Police Department fees.

[Added 6-14-2004 by Ordinance No. 04-03; Amended 8-2-2010 by Board of Selectmen]

Police Department fees are set as follows:

- A. Notarize documents: no charge (residents); \$10 (nonresidents).
- B. Police report copy: \$15 (10 pages or under); \$1 per page over 10.

C. Daily log copy; twenty-four-hour period: \$10 (five pages or under); \$1 per page over five.

D. Letter of conduct/record check: no charge (residents); \$10 (nonresidents).

E. Written request to research traffic studies, criminal statistics: \$25. (five pages or under); \$1 per page over five

F. Copies of statistics compiled monthly/yearly: \$10 each.

G. Motor vehicle accident report copy: \$15 (up to 10 pages); \$1 per page over 10.

H. Motor vehicle accident photograph copy: \$10 each photo.

I. Pistol permit: \$10.

J. Fingerprint service: no charge (residents); \$15 (nonresidents).

K. Dog kennel fee for dogs housed at police station: \$20 per day.

§ 160-5 Cemetery fees.

[Amended 10-4-2010 Board of Selectmen; Amended 6/15/20 Board of Selectmen]

As provided for in Chapter **155**, Cemeteries, of the Code of the Town of Pembroke, the following cemetery fees are hereby established:

A. Sale of single burial plot: \$400.

B. Sale of double burial lot: \$700.

C. Regular grave openings: ~~\$600~~, weekdays; ~~\$750~~, weekends and holidays.

D. Cremation grave openings: ~~\$250~~, weekdays; ~~\$350~~, weekends and holidays.

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§ 160-6 Building, electrical, plumbing and mechanical fees.

[Amended 2-20-2008 Board of Selectmen]

As provided for in § 143-124, Building permit fees, of the Code of the Town of Pembroke, the following building, electrical, plumbing and mechanical permit fees are hereby established. If work requiring a permit under this section is undertaken prior to the issuance of a permit, the fee shall be increased by 100%.

A. Construction.

- (1) Application: residential, \$25 each; commercial, \$50 each.
- (2) Plan review: residential over 2,500 square feet and all commercial: actual cost incurred.
- (3) New construction - Inspections:
 - (a) Residential:
 - [1] (Living), \$0.30 per square foot.
 - [2] (Storage), \$0.20 per square foot.
 - [3] Detached accessory buildings over 100 square foot, \$0.20 per square foot
 - (b) Commercial: **[Amended 7-26-2004 Ordinance No. 04-04]**
 - [1] (Finished), \$0.25 per square foot.
 - [2] (Unfinished/Open Area), \$0.15 per square foot
- (4) Renovations/alterations - Inspections:
 - (a) Residential: \$0.30 per square foot.
 - (b) Commercial: \$0.25 per square foot.

B. Flat Permit fees.

- (1) Application Fee: \$25 each.

(2) Includes:

- (a) Decks
- (b) Detached outbuildings; 100 square foot or less
- (c) Fences
- (d) Chimneys/fireplaces
- (e) Pools
- (f) Septic systems; plus \$50
- (g) Siding/windows
- (h) Roofing
- (i) Moving and demolition
- (j) Signs
- (k) Wood/pellet stoves

C. Residential electrical permit fees.

- (1) Electrical Application: \$25 each.
- (2) Outlets under 130 volts (Ceiling, switches, receptacles thermostats, smoke detectors, etc.): \$0.30 each.
- (3) Outlets over 130 volts (ranges, dryers, hairs dryers, welding equipment, water heaters, etc.): \$5 each.
- (4) Motors: \$2. per horsepower.
- (5) Distribution panels (main, sub, etc.): \$0.10 per amp.
- (6) Special systems (fire alarms, security, help call, etc.): \$25.
- (7) Temporary service: \$25.
- (8) Service upgrade: \$25.
- (9) Swimming pools: \$25.

(10) Signs: \$25.

(11) Generators \$25.

D. Residential plumbing permit fees.

(1) Plumbing application: \$25 each.

(2) Fixtures (water closets, sinks, lavatories, tubs, etc.): \$4 each.

(3) Appliances (pumps, washer machines, sewer ejectors, etc.): \$6 each.

(4) Drains pipes under eight inches (sanitary, rainwater leaders): \$0.05 per foot.

(5) Drains pipes over eight inches (sanitary, rainwater leaders): \$0.08 per foot.

(6) Water distribution system, less than two inches: \$0.05 per foot.

(7) Water distribution system, over two inches: \$0.08 per foot.

(8) Special systems (roof drains, floor drains, etc.): \$25 each.

E. Residential mechanical permit fees.

(1) Mechanical application: \$25 each.

(2) Systems (heating, air condition, ventilation, etc.): \$25 per unit.

(3) Piping systems over two inches (gas, sprinkler, air, etc.): \$0.10 per foot.

(4) Piping systems under two inches (gas, sprinkler, air, etc.): \$0.05 per foot.

(5) Air ducts: \$0.10 per foot.

(6) LP Tank set \$25 per tank.

(7) Water heater \$25 per unit.

F. Commercial electrical permit fees.

(1) Electrical application: \$50 each.

(2) Outlets under 130 volts (Ceiling, switches, receptacles thermostats, smoke detectors, etc.): \$0.30 each.

(3) Outlets over 130 volts (ranges, dryers, hairs dryers, welding equipment, water heaters, etc.): \$5 each.

(4) Motors: \$4 per horsepower.

(5) Distribution panels (main, sub, etc.): \$0.20 per amp.

(6) Special systems (fire alarms, security, nurse call, etc): \$35.

(7) Temporary service: \$25.

(8) Service upgrade: \$25.

(9) Signs: \$25.

G. Commercial plumbing permit fees.

(1) Plumbing application: \$50 each.

(2) Fixtures (water closets, sinks, lavatories, tubs, etc.): \$10 each.

(3) Appliances (pumps, washer machines, sewer ejectors, etc.): \$20 each.

(4) Drains pipes under eight inches (sanitary, rainwater leaders): \$0.10 per foot.

(5) Drains pipes over eight inches (sanitary, rainwater leaders): \$0.15 per foot.

(6) Water distribution system, less than two inches: \$0.10 per foot.

(7) Water distribution system, over two inches: \$0.15 per foot.

(8) Special systems (roof drains, floor drains, etc.): \$25 each.

H. Commercial mechanical permit fees.

(1) Mechanical application: \$50 each.

(2) Systems (heating, air condition, ventilation, etc.): \$50 per unit.

(3) Piping systems over two inches (gas, sprinkler, air, etc.): \$0.15 per foot.

(4) Piping systems under two inches (gas, sprinkler, air, etc.): \$0.10 per foot.

(5) Air ducts: \$0.10 per foot.

I. Reinspection fees. After two failed inspections: \$25.

§ 160-7 License fees.

Rescinded [2-20-2008 Board of Selectmen]

§ 160-8 Temporary license fees.

Rescinded [2-20-2008 Board of Selectmen]

Updated 6/15/20

David Jodoin

From: Linda Williams <lwilliams@pembroke-nh.com>
Sent: Tuesday, June 1, 2021 4:10 PM
To: David Jodoin
Subject: FW: NH FISH & GAME OHRV GRANT 2021-2022 -Agenda BOS Meeting June 16, 2021
Attachments: 2021-2022 NHF&G OHRV GRANT COPIES.pdf

Linda A. Williams

Administrative Secretary & Deputy Tax Collector
Town of Pembroke, NH
603-485-4747 Ext. 201

From: Mary Ann Ricciotti [mailto:mricciotti@pembroke-nh.com]
Sent: Tuesday, June 01, 2021 3:49 PM
To: Linda Williams <lwilliams@pembroke-nh.com>
Subject: NH FISH & GAME OHRV GRANT 2021-2022 -Agenda BOS Meeting June 16, 2021

Linda:

Would you be able to have the following included in the next BOS Meeting Agenda scheduled for June 16:
OHRV Grant, Chief Dwayne Gilman, Authorization.

Please see attached copy of the Grant for David and BOS. Identical process as past years. Highlighted in #1 & #2 indicates by Vote of the BOS and language that must be included in the Minutes for the Agency Contractor, Chief Dwayne Gilman, authorization to enter into the Grant Contract on behalf of the Town.

Thank you for the assistance.
Mary Ann

Mary Ann Ricciotti, Administrative Assistant
PEMBROKE POLICE DEPARTMENT
247 Pembroke Street
Pembroke, NH 03275
603.485.9173 Extension 2203
mricciotti@pembroke-nh.com



This electronic message and any attachments may contain information that is confidential and/or legally privileged in accordance with NH RSA 91-A and other applicable laws or regulations. It is intended only for the use of the person and/or entity identified as recipient(s) in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete

the material. Do not print, deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains unless authorized to do so. Thank you.



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-5829

RECEIVED

MAY 26 2021

wildnh.com

e-mail: info@wildlife.nh.gov

TDD Access: Relay NH 1-800-735-2964

May 21, 2021

Pembroke Police Department
Chief Dwayne Gilman
247 Pembroke Street
Pembroke, NH 03275-1359

COPY

Dear Chief Gilman:

Thank you for submitting an OHRV Law Enforcement Grant application to the New Hampshire Fish and Game Department. I am pleased to inform you that your agency has been approved for a grant in the amount of **\$2,160.00**. These funds must be used by **June 15, 2022**, with final invoicing postmarked no later than **June 20th, 2022**. These funds are to be used for OHRV wheeled vehicle enforcement purposes only, therefore effectively utilized May through September.

I will notify you as soon as the contract has been approved. It is anticipated that the effective period of the contract will be from final approval to **June 15, 2022**, and the rate of pay is **\$45.00 per hour**. Until such time, I am requesting the following information be completed.

1. **STATE FORM P-37; Agreement between New Hampshire Fish and Game and your agency. There are two copies to be signed. They MUST be signed and initialed AFTER obtaining the authorization from the selectmen. The sections that MUST be completed are sections 1.11 & 1.12. Contractor initials & date MUST be on all pages. Mail both signed originals back to New Hampshire Fish & Game. Be sure to keep a copy for your records.**
2. **If you are the person signing the contract, according to Administrative Rules you MUST have the authority to enter into a contract with the State of New Hampshire. Only the Board of Selectmen within your town has the power to grant signature authority. The authorization MUST BE CURRENT. Have them bring it up at a scheduled meeting and vote giving you the authority. They MUST include your name in the minutes authorizing you to enter into the contract on behalf of the town.**
3. **You MUST provide proof of Liability Insurance by including a copy of the Town's Liability Insurance Policy, showing that the town's minimum limits are \$250,000 per claim and \$2,000,000 per incident.**
4. **There is an additional page to the contract titled Attachment A which lists Exhibit A, Exhibit B, and Exhibit C. Please read the attachment as the exhibits are additional conditions of the contract. If you have any questions about the attachment please contact my office as soon as possible.**

✓
obtained
from
mailing

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2

PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3

225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4

15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Pembroke Police Department		1.4 Contractor Address 247 Pembroke Street Pembroke, NH 03275-1359	
1.5 Contractor Phone Number 603-485-9173	1.6 Account Number 20-07500-11830000-102-500731	1.7 Completion Date June 15, 2022	1.8 Price Limitation \$2,160.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Page 1 of 4

COPY

Contractor Initials _____
Date _____

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

COPY

ATTACHMENT "A"

EXHIBIT A

SCOPE OF WORK:

The Party of the First Part, **Pembroke Police Department**, agrees to furnish the following described services:

1. To provide adequate Off Highway Recreational Vehicle Enforcement Patrol coverage for a minimum of 4 hours per shift on the commonly known as **Class VI Roads/Town of Pembroke Range Roads, Power and Gas Line Rights-of-Way**, and adjacent properties, pursuant to the authority under RSA 215-A:23, VIII(f).
2. If the **Pembroke Police Department** and the New Hampshire Fish and Game Department determine that there is a need for additional Off Highway Recreational Vehicle enforcement patrols in areas other than **Class VI Roads/Town of Pembroke Range Roads, Power and Gas Line Rights-of-Way**, and adjacent properties, prior approval must be obtained by the **Pembroke Police Department** from the New Hampshire Fish and Game Department.
3. All police officers providing Off Highway Recreational Vehicle Enforcement Patrols shall be employed by the **Pembroke Police Department**.
4. All Police Officers providing Off Highway Recreational Vehicle Enforcement Patrols shall be dressed in a recognizable department uniform.
5. The **Pembroke Police Department** shall receive compensation at the rate of \$45.00 per hour, with total compensation as approved by the Governor and Executive Council. Such total compensation shall not exceed the amount approved by the Governor and Executive Council.
6. Payment shall be made to the **Pembroke Police Department** within 30 days of submission of an invoice to the New Hampshire Fish and Game Department, along with the Off Highway Recreational Vehicle Special Detail Report form. The New Hampshire Fish and Game Department shall supply the printed form and/or computer program version.

EXHIBIT B:

Payment shall be made within 30 days of receipt of invoice and Off Highway Recreational Vehicle Special Detail Report forms.

Total shall not exceed **\$2,160.00** as approved by Governor and Executive Council.

EXHIBIT C:

The New Hampshire Municipal Association cannot provide a list of municipalities that they provide Liability Insurance Coverage for. Those agencies not on the New Hampshire Municipal Association must provide proof of insurance prior to approval.

COPY

RECEIVED

JUN 15 2021

TOWN OF
PEMBROKE, NH

357 Pembroke Hill Rd
Pembroke, NH 03275

June 13, 2021

Board of Selectmen
Town of Pembroke
311 Pembroke St.
Pembroke, NH 03275

Dear Selectmen,

This letter is in regard to plans for the extension of power lines on upper Pembroke Hill Road to service the San-Ken development at 373 Fourth Range Road. My understanding is that the proposed plan involves placement of new poles and the removal of trees along the roadway and on property owned by the Town at the Town Pound historic site.

In an April 11, 2019 letter to the Pembroke Planning Department, I submitted testimony for the initial public hearing on the San-Ken subdivision plan. In that testimony, I made the following statement with regard to utilities and the plan's compliance with Paragraph 203-17(F) **Site Plan Review** of the Town code:

"In the plan materials provided to me at Town Hall, I was unable to find the required "...written assurance from the public utility companies that proposed utilities will be installed in accordance with plans submitted as part of the application". I am aware from previous informal discussions with Eversource employees that the current circuit supplying this area (from Brickett Hill to Pembroke Hill Road) is very old and inadequate to handle a subdivision of the size proposed. This entire circuit would have to be upgraded and the Town needs assurance from Eversource that this will be done."

No action was taken in response to my comments and, to my knowledge, the need for an adequate power circuit to this major subdivision was never addressed by the Planning Board. Only now, when the developer is at the point where an existing pole (that currently stands in the middle of the proposed entryway) must be removed, has the public and the Town been made aware that planned circuit upgrades will impact both private and Town property on Pembroke Hill Road.

The development area, and the existing structure on it, are currently on Eversource's Fourth Range Road circuit. The circuit coming up Pembroke Hill Road presently ends at address 337, approximately 1,000 feet below the intersection with Fourth Range Road. However, instead of upgrading the existing circuit along Fourth Range, the developer and Eversource have apparently come to an agreement to employ a lower-cost alternative to extend the Pembroke Hill circuit by 1,000 feet. This extension includes the placement of at least four new poles and the removal of many roadside trees along upper Pembroke Hill Road, including the Town Pound.

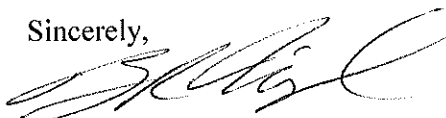
I am requesting that the Board of Selectmen refuse to allow the placement of any new poles and the cutting of roadside trees along upper Pembroke Hill Road for the following reasons:

1. Two of the proposed poles will be placed within several feet of the roadway to carry new power lines, on the south side of Pembroke Hill Road, along the very sharp curve between addresses 337 and 347. This is the exact location where vehicles go off the roadway in snowstorms every year. The close proximity of two new rigid poles in this location will significantly increase the likelihood of serious or fatal accidents at this location.
2. The removal of roadside trees will adversely impact the rural character of this neighborhood, decrease privacy and property values, and increase road noise in yards and residences.
3. The removal of the large majestic trees at the Town Pound site would be devastating to the character and beauty of this historical and cultural landmark that has many visitors each year. Attached are recent photographs showing one of the two trees proposed to be removed at the Town Pound site. These trees are large, stately Eastern White Pines, in excess of 125 years old. The tree shown, within the Pound enclosure, is more than 100 feet high, nearly 10 feet in circumference, and 37 inches in diameter. In colonial times, such trees were marked with the "King's Broad Arrow", signifying ownership by the Crown for use solely by the Royal Navy for masts.
4. San-Ken and Eversource have viable alternatives which would require no new poles or tree removal, such as upgrading the existing line along Fourth Range Road or burial of the 1000-foot section proposed for Pembroke Hill Road. They should be required to utilize one of these alternatives in lieu of adversely impacting private property and the Town Pound.

Unfortunately, the proposed alterations along upper Pembroke Hill Road is one more example of how many developments fail to pay for or mitigate their external costs. Instead, the environmental, cultural and esthetical losses are borne by the public in order to save costs for the developer. This is wrong. Alternatives are available here to minimize these losses and they should be employed.

Finally, I would ask that the Board request the Planning Department and Planning Board to update the Town's subdivision ordinance to require that complete utility plans, including necessary off-site utility alterations, be included in major subdivision plans and the public hearing process.

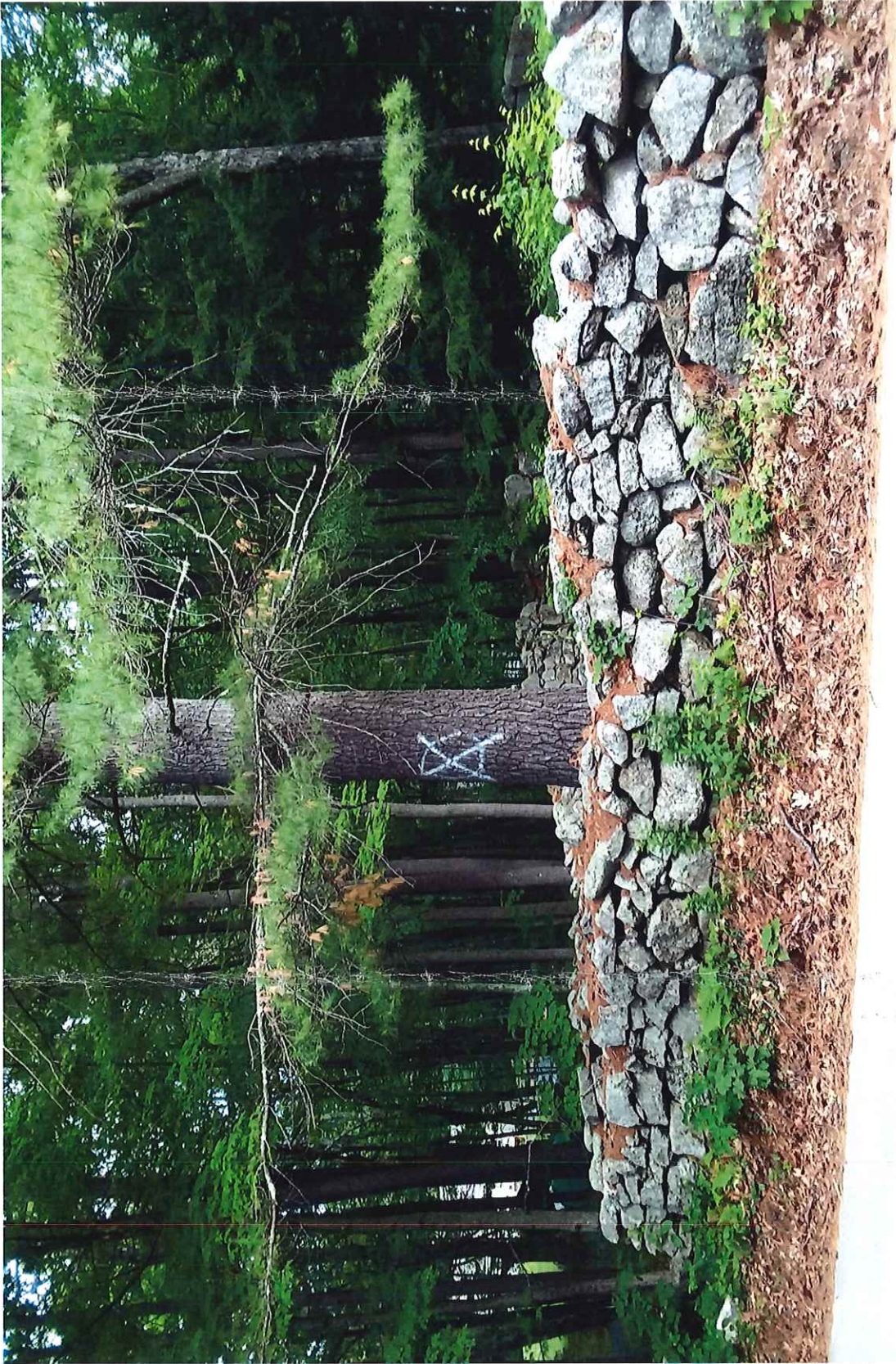
Sincerely,



Brian R. Mrazik







David Jodoin

From: 'BRIAN MRAZIK' <bmrazik@comcast.net>
Sent: Friday, June 11, 2021 7:17 AM
To: David Jodoin; Carolyn Cronin
Subject: RE: San-Ken / Eversource

By physical, I mean by placing my body next to the tree in protest.

On 06/10/2021 8:39 PM David Jodoin <djodoin@pembroke-nh.com> wrote:

A complaint was made to the Selectmen by a resident on Pembroke Hill down from you and they were suppose to meet with Eversource last Thursday to discuss. Their complaint was that the new pole did not need to be in their yard and the tress that would be taken down would open up their property and provide no privacy etc.

The selectmen didn't make any decisions.

I will call Eversource tomorrow to see what happened.

David

From: BRIAN MRAZIK [mailto:bmrazik@comcast.net]
Sent: Thursday, June 10, 2021 7:47 PM
To: Carolyn Cronin <ccronin@pembroke-nh.com>; David Jodoin <djodoin@pembroke-nh.com>
Subject: San-Ken / Eversource

David, Carolyn,

Has the Town given San-Ken and/or Eversource permission to take down the two majestic pines on Town property, including in the Town Pound and on the corner of Fourth Range and Pembroke Hill Roads? Both these trees have been marked with X's (apparently for removal), as Eversource plans to move their existing utility pole across the street to accommodate the San-Ken access road.

If the Town, as the property owner, did not approve it, you'd better get on the phone to Eversource and put a halt to it. This pole does NOT need to be placed there.

Brian

David Jodoin

From: 'BRIAN MRAZIK' <bmrazik@comcast.net>
Sent: Friday, June 11, 2021 6:57 AM
To: David Jodoin; Carolyn Cronin
Subject: RE: San-Ken / Eversource

David,

You didn't answer my question. I want to know if the Town gave permission, and if so when and by whom.

I intend to physically prevent Eversource from taking down those trees unless the owner has given written permission.

Brian

On 06/10/2021 8:39 PM David Jodoin <djodoin@pembroke-nh.com> wrote:

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If the Town, as the property owner, did not approve it, you'd better get on the phone to Eversource and put a halt to it. This pole does NOT need to be placed there.

Brian

David Jodoin

From: Ann Bond <bondpembrokeselectmen@gmail.com>
Sent: Thursday, May 27, 2021 4:38 PM
To: David Jodoin
Subject: Re: Eversource Easement Construction/ Tree Removal

On Thu, May 27, 2021 at 4:15 PM John Conroy <jthomasconroy@gmail.com> wrote:
Hello Ms. Bond,

I hope you're doing well.

I am reaching out to you today because I am hoping you might shed some light on this process. I apologize for the length of this message. I don't know what recourse I have, who I can talk to, or what rights I have in this situation. Thus, I've given you the whole story. Feel free to do what you will with it. I understand your time is valuable.

A few weeks ago an Eversource Vegetation Management representative came by our property to assess any trees located precariously close to the overhead power line which terminates at our property. The last pole of that line is located just behind our mailbox, presumably in the easement area along the road. She asked if we would object to the removal of some trees which line the road at the front of the property, because Eversource wanted to extend the power line from our pole across the front of the property. We kindly informed the representative we wanted to keep all the trees in place, as they are the only privacy from the road. Due to the elevation of the road, no fence or shrubbery would be tall enough to provide the same degree of privacy. Privacy was a major factor in our purchase of the home this past January. She seemed to understand, and said she would notify Eversource and that we shouldn't worry.

Yesterday Morning, she tagged a total of nine trees at the front of our property. This would be the complete removal of all trees along our road frontage, and would completely eradicate any privacy from the street. Again, she kindly asked our thoughts, and we politely objected, but she continued to tag all nine, approximately 80ft tall, trees.

Directly across the street from us is Town of Pembroke Property (346 Pembroke Hill Rd., Parcel #264-0079-001-000, according to axisgis.com). I see no reason why the lines wouldn't be better situated along the road there, as there are far fewer trees to remove and it would not be within view of anyone else's property.

Again, I apologize for the lengthy message. I just thought the more information you had available, the better you may be able to point me in some direction.

Thank you so much for your services to our beautiful community.

Warm regards,

John Conroy and Kimberlie Forsberg
345 Pembroke Hill Rd.
(860) 575 8639

David Jodoin

From: Leborgne, Alan F <alan.leborgne@eversource.com>
Sent: Wednesday, June 16, 2021 2:57 PM
To: David Jodoin; vranfos@pembroke-nh.com
Cc: MERRITT, EDWARD K; Craig, William; ckeeffe (acrtinc.com)
Subject: Pembroke Hill Rd / Blane Circle Subdivision

Dave,

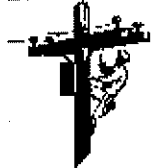
It was great meeting with you today. I believe at a minimum, we at least cleared up a few things. Per your request I'm sending a brief follow up to what we spoke of this morning.

Reason for connecting the two circuits on Pembroke Hill Rd and feeding the new subdivision from this end is the primary voltage is 7.2KV, which can be bumped up to 19.9KV. This is needed to supply the size of the new underground development going in. We cannot feed the development from Fourth Range due to that Voltage is a 2.16KV circuit and cannot handle the size of the 60+ lots going in. Not to include the possibility of future homes. There is a lot of land still behind what's already going in. The plan is to set two new poles that we already shifted to the other side of the street to accommodate house number 345. This will connect the two circuits. I don't believe we have an issue here,... anymore. Now I guess the customer that lives across the street from the Town Pound does not want us cutting historical trees (bull pines that are in bad shape). I believe that they must be recorded by the town awhile back, to be considered historical trees (according to our Vegetation Management group). We could also throw in a new tree or two, that doesn't grow so high, if it makes a difference.

Anyway, let me know how you make out at the meeting tonight. If you have any questions, feel free to give me a shout, or reply by email.

Alan Leborgne
Project Coordinator-Hooksett / Bedford AWC
Work# 603-634-2044
Cell 603-540-5396

EVERSOURCE



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262-1-1

404

40'

60'

90.70'

43'

358

X 34'

189.3'

354

201.00'

14.01'

357

187.7'

5.00'

345.32'

X Pole would be
placed outside town
property
Trees need to come
down no matter
where the pole is
placed according
to easement

264-78

9.32 Ac

308.84'

57.02'

David Jodoin

From: M Crockwell <michael.crockwell@gmail.com>
Sent: Wednesday, June 16, 2021 9:36 PM
To: David Jodoin
Subject: Fwd: Letter of resignation

----- Forwarded message -----

From: M Crockwell <michael.crockwell@gmail.com>
Date: Wed, Jun 16, 2021 at 9:34 PM
Subject: Fwd: Letter of resignation
To: Ann Bond <anbond007@me.com>

----- Forwarded message -----

From: M Crockwell <michael.crockwell@gmail.com>
Date: Mon, Jun 14, 2021 at 8:49 PM
Subject: Letter of resignation
To: Ann Bond <anbondpembrokeselectmen@gmail.com>

To the Board of Selectmen,

I was planning on resigning near the end of July but due to the amount of meetings I have been missing lately, it is not fair to the Board, or the taxpayers for me to wait. It has been a pleasure to work with such dedicated people. I would like this letter to be effective immediately.

Having sat with different committees, I don't think a lot of residents realize just how much the volunteers give of themselves. I would like to express my gratitude to all of them as well.

Thank you
Mike Crockwell

TO: BOS
FROM: TOWN CLERK
DATE: JUNE 15, 2021
RE: UNLICENSED DOG LISTS

Attached is four batches of owners who have dogs that are unlicensed in the Town of Pembroke as per RSA 466 DOGS AND CATS

Batch #1 are owners who I have received rabies certificates that have been sent a notice that they have to licensed their dogs by June 20th or will be subject to a civil forfeiture of \$25.00 along with license fees, late fees and service fees.

Batch #2 are owners who did license their dogs in 2020 but have yet to license their dogs for 2021 and have been sent a notice that they have to licensed their dogs by June 20th or will be subject to a civil forfeiture of \$25.00 along with license fees, late fees and service fees.

Batch #3 are owners who licensed their dogs in 2019 but did not license their dogs for the years 2020 and 2021 and have been sent a notice that they have to licensed their dogs by June 20th or will be subject to a civil forfeiture of \$25.00 along with license fees, late fees and service fees. Additionally, they also still need to process the 2020 license along with the \$1.00 per month late fee (no civil forfeiture will be added to the 2020 license as, well, 2020 was just an awful year and nobody needs that added in).

Batch #4 are owners who did license their dogs in 2018 but have not licensed them since and have been sent a notice that they have to licensed their dogs by June 20th or will be subject to a civil forfeiture of \$25.00 along with license fees, late fees and service fees. Additionally, they have to license their dogs for 2019 along with the \$25.00 civil forfeiture and \$12.00 late fees, and license for 2020 with late fees (again, no civil forfeitures for 2020).

As per RSA 466 Dogs and Cats

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
June 2, 2021 at 6:30 PM**

DRAFT,

Present: Selectman Richard Bean, Selectman Karen Yeaton, Selectman Ann Bond, Selectman Sandy Goulet

Excused: Selectman Michael Crockwell

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Ann Bond called the meeting to order at 6:32pm.

II. Citizens Comment:

III. Scheduled Meetings

Anthony Weatherbee State of NH – Bridge Replacement Route 28

Anthony Weatherbee, State of New Hampshire Department of Transportation, met with the Board to discuss the bridge replacement on Route 28 between Pembroke and Allentown. The project will go out to bid with a targeted start date of Spring 2022 with a completion date of Summer 2023. There will be one lane open at a time and it will be signalized.

James Irving – 301-323 Fourth Range Road

Jamie Irving, 301-323 Fourth Range Road, are looking to sell their parcel of land that is on a class VI portion of Fourth Range Road and are looking at what it would take for him to acquire a building permit. The Board explained that frontage on a Class V roadway is required for a building permit. A suggestion was made to talk with the Conservation Commission on the matter if he is looking to sell the parcel. Ammy Heiser, Chair of Conservation Commission explained the criteria the Commission looked at when determining to purchase a parcel.

The Board agreed that it is time to discuss the matter of the Range Roads in more detail and will be setting up a meeting with Central New Hampshire Regional Planning Commission on the matter and gathering input from other Committee members and employees.

Chief Gagnon Pembroke Fire – Forestry Truck Acceptance

Chief Gagnon was in and explained that they have found a forestry vehicle. They have taken a look at it and it will work for what they are looking to do. The tank that was approved at a previous meeting will fit in the unit. There may be some added costs for communication equipment and painting.

Selectman Goulet made a motion to authorize the Chairman to sign the agreement between the State of NH Department of Natural and Cultural Resources and the Town of Pembroke for a 2002 Stewart and Stevenson forestry unit. Selectman Bean seconded the motion. The motion passed 4-0.

VJ Ranfos – Sidewalk Proposal

The Public Works Director met with the Board to talk about replacing a portion of the sidewalk on Exchange Street while they were in the area paving. The Roads Committee reviewed this issue and concurred.

Selectman Goulet made a motion to approve the bid from GMI Asphalt in the amount of \$9,333.50 and to remove and replace a section of sidewalk on Exchange Street and to withdraw the funds from the Sidewalk Capital Reserve Fund. Selectman Bond seconded the motion. Motion passed 4-0.

IV. Old Business:

Tax Deeds

Selectman Goulet made a motion to process the tax deed on parcel 632-11-120 owned by Eric Brezosky for unpaid 2018 property taxes, and furthermore to start the eviction process with legal. Selectman Bond seconded the motion. Motion passed 4-0.

V. New Business

Capital Improvement Committee

The Board accepted the resignation of Kevin Foss from the Capital Improvement Committee as a citizen representative; however, Kevin will remain on the board as the Planning Board representative. The Board will now need to find a citizen to replace him.

Manifests/Abatements

Selectman Yeaton made a motion to accept the manifests and abatements as presented. Selectman Bean seconded the motion. Motion passed 4-0.

Minutes 5/5/21

Selectman Goulet made a motion to accept the minutes of May 5, 2021 as presented. Selectman Bond seconded the motion. Motion passed 4-0.

VI. Town Administrator Report:

The Board discussed the recent information from NHMA concerning remote meetings. NHMA is advising Boards to start meeting in person again starting June 12th.

VII. Committee Reports:

Selectman Yeaton – The Energy Committee met and discussed certain ideas.

Selectman Bean – None

Selectman Bond – None

Selectman Goulet – None

VIII. Other Citizens Comment:

None

IX. Non-Public Session:

Motion by Selectman Goulet to enter into non public session at 7:45 PM in accordance with RSA 91-A:3 II (b)

Roll Call

Selectman Goulet	Yes
Selectman Bean	Yes
Selectman Yeaton	Yes
Selectman Bond	Yes

Motion By Selectman Goulet to enter into non public session in accordance with RSA 91-A:3 II (a)

Roll Call

Selectman Goulet	Yes
Selectman Bean	Yes
Selectman Yeaton	Yes
Selectman Bond	Yes

The Board came out of non public session at 8:02 PM.

Motion by Selectman Goulet, Seconded by Selectman Bean to increase Adam Mendozza's pay rate by 75 cents in accordance with the agreement that once he passed probation as the Highway Foreman, he would get an increase. Motion passed 4-0

X. Adjourn:

Selectman Goulet made a motion to adjourn at 8:04 PM. Selectman Bean seconded the motion and it was approved unanimously.

Ann Bond, Chairman

For more detailed information, the meetings are now taped and can be seen on www.townhallstreams.com click on Pembroke NH and look for the day of the meeting under the month.

David Jodoin

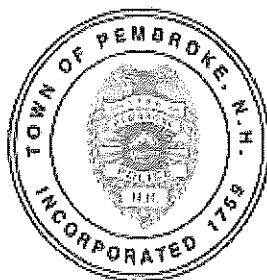
From: Dwayne Gilman <chiefdgilman@pembroke-nh.com>
Sent: Wednesday, June 16, 2021 3:51 PM
To: 'David Jodoin'
Subject: RE: Sign Language

I strongly urge the selectman think about not posting those. Its not accurate and it doesn't meet our needs, but who am i.

Ill just do what I can, im not enforcing the 1000 and her rsa's that deal with bridges only.

***Chief Dwayne Gilman
Pembroke Police Department
247 Pembroke Street
Pembroke New Hampshire
03275***

(603)-485-9173 ext 2204



From: David Jodoin [mailto:djodoin@pembroke-nh.com]
Sent: Wednesday, June 16, 2021 10:54 AM
To: 'Dwayne Gilman' <chiefdgilman@pembroke-nh.com>
Subject: RE: Sign Language

Would have thought they would have checked with you. Wendy probably gave the wording.

I know Dick Bean was laughing because his company gave them a quote and they went with some company up north

Another mess

From: Dwayne Gilman [mailto:chiefdgilman@pembroke-nh.com]
Sent: Wednesday, June 16, 2021 9:12 AM
To: 'Ammy Heiser' <harunga1@msn.com>; 'David Jodoin' <djodoin@pembroke-nh.com>
Subject: RE: Sign Language

Thank you for the email, I'm not sure on the 1000,00 fine being accurate and or that those Rsa cover the intent. I get the damage to property pertaining to bridges however you mentioned town code and didn't cite the town code and or fine. The top says one thing and the bottom says another. Please also note that Motor Cycles are considered a different motorized vehicle and may be contested.. I would of like to have seen " NO WHEELED VEHICLES."

The fines are listed below.

Misdemeanor B is 1200 fine

Misdemeanor A is up to 2000 and jail time.

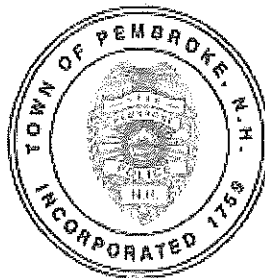
Based on these signs we will enforce what we need too and cannot support the writing on this sign as being notice of violations. We will cite under the town code and fine. It was my understanding that the damage being caused was eroding trails system and bridge issue's thus no wheeled vehicles.

Is what it is,,. thanks for the heads up..

Chief

***Chief Dwayne Gilman
Pembroke Police Department
247 Pembroke Street
Pembroke New Hampshire
03275***

(603)-485-9173 ext 2204



From: Ammy Heiser [mailto:harunga1@msn.com]

Sent: Wednesday, June 16, 2021 8:22 AM

To: Dwayne Gilman <Chiefdgilman@pembroke-nh.com>; David Jodoin <djodoin@pembroke-nh.com>

Subject: Fwd: Sign Language

Hi Dwayne and David

Finally our signs arrived (see attached). We realize it is past the date. We plan to install these in the next few weeks. We will install where the other road signs are. I believe we plan to keep track of this and will send along.

I will be away in Alaska until July 4th but will be able to check my email, depending on location.

Hope you plan on enjoying your summer.

Ammy

Sent from my iPhone

David Jodoin

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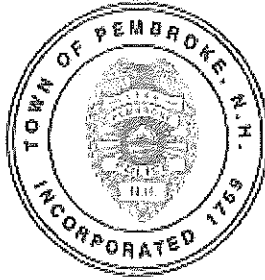
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***Chief Dwayne Gilman
Pembroke Police Department
247 Pembroke Street
Pembroke New Hampshire
03275***

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Hope you plan on enjoying your summer.

Ammy

Sent from my iPhone

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket Number: 217-2019-CV-658

SAN-KEN HOMES, INC.

and

SKRE Holdings, LLC

v.

TOWN OF PEMBROKE

ASSENTED TO MOTION FOR VOLUNTARY NONSUIT

NOW COME, San-Ken Homes, Inc. and SKRE Holdings, LLC (the "Plaintiffs"), by and through their attorneys, Cronin, Bisson & Zalinsky, P.C., and move, with assent, for voluntary nonsuit in the instant case, stating in support hereof as follows:

1. This case was initiated by a Complaint filed on October 3, 2019 appealing a decision by the Town of Pembroke in connection with a Road Layout Petition.
2. While the appeal was pending, the Plaintiffs submitted an alternative plan that was approved by the Town of Pembroke.
3. To allow pursuit of the alternative plan, the Plaintiffs requested that the instant case be stayed, which the Court granted on April 1, 2020.
4. The Plaintiffs are proceeding with development of the alternative plan.
5. The Plaintiffs no longer wish to pursue the instant case and, therefore, move for voluntary nonsuit, with prejudice.
6. Attorney Laura Spector-Morgan, counsel for the Town of Pembroke, assents to the relief requested herein.

WHEREFORE, the Plaintiffs pray the Honorable Court:

- A. Grant this Assented to Motion for Voluntary Nonsuit; and,
- B. Grant such other and further relief as is just and equitable.

Respectfully submitted,

SAN-KEN HOMES, INC. and
SKRE HOLDINGS, LLC
By Their Attorneys
CRONIN, BISSON, & ZALINSKY, P.C.

Dated: June 2, 2021

By: /s/ John G. Cronin
John G. Cronin, Esq. (NHBA #6818)
722 Chestnut Street
Manchester, New Hampshire 03104
Tel: (603) 624-4333
Email: jcronin@cbzlaw.com

CERTIFICATION

I do hereby certify that a copy of the foregoing was electronically served on this date upon Laura Spector-Morgan, Esquire.

Dated: June 2, 2021

/s/ John G. Cronin
John G. Cronin, Esquire



George E. Sansoucy, PE, LLC
Engineers & Appraisers

June 6, 2021

Town of Pembroke
Board of Selectmen
311 Pembroke Street
Pembroke, NH 03275

RE: 2020 Abatements

Dear Board:

We have received and reviewed the 2020 abatements requested for the following utilities:

- Eversource
- Consolidated Communications

We have reviewed the abatement application filed with the Town by Eversource regarding its valuation of electric facilities and land in the Town of Pembroke. Eversource's request relies upon the value being prepared by the New Hampshire Department of Revenue Administration (DRA) as the basis for their request and abatement payment. The New Hampshire Board of Tax and Land Appeals (BTLA) has found that the DRA value does not represent true and full fair market value. The BTLA decision in this matter was upheld by the New Hampshire Supreme Court related to Eversource. Per your request for recommendation, we therefore recommend that you deny the abatement request by Eversource.

On an alternative note, regarding Eversource, we believe that some of the abatements filed by the company relate to the inability of the company to differentiate between the HB700 values and the transmission and land values based on the way either tax record cards or tax bills, or both, are written and/or sent out. We will be reaching out to Eversource to determine if that is the case in your community. We will be providing them the detailed breakdown of their values between transmission, distribution, land, and buildings and discussing ways to better report back to Eversource the categories that comprise its total tax bill. We will keep you informed on that matter through our 2021 work in progress for your utility values.

For the abatement filed by Consolidated Communications f/k/a FairPoint, the company is requesting a reduction in value of the use of the public right-of-way and has provided no support or documentation to justify a change in methodology, the factual basis for the request, or support for its methods of calculating the use of the public right-of-way. We will be communicating with Consolidated during the 2021 valuation season regarding these deficiencies in hopes of resolving this and many other appeals on the same matter in other communities. The poles and conduit are valued based on current New Hampshire state law and don't appear to be in dispute by Consolidated Communications.

Should either company provide new information, or if the company has misinformed the town as to the inventory of property, we will consider those issues when and if they arise.

If you have any questions, please do not hesitate to contact me.

Very truly yours,
GEORGE E. SANSOUCY, P.E., LLC

A handwritten signature in black ink that reads 'George E. Sansoucy'. The signature is written in a cursive, flowing style with a large, stylized 'G' and 'S'.

George E. Sansoucy, P.E.
NHCG-774

GES/db

George E. Sansoucy, PE, LLC

148 Main Street, Lancaster, NH 03584 Tel 603.788.4000 gsansoucy@sansoucy.com

7 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801 Tel 603.431.7636 Fax 603.431.7115 mail@sansoucy.com

101 Gulliver Street, Fountain Inn, SC 29644 Tel 864.408.7988 msansoucy@sansoucy.com

Remittance Address 86 Reed Road, Lancaster, NH 03584



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Fort Worth, TX 76177

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RECEIVED

JUN - 7 2021

TOWN OF
PEMBROKE, NH

Eversource Energy
Office of the Mayor
311 Pembroke St.
Pembroke, NH 03275

The Federal Aviation Administration is conducting an aeronautical study concerning the following:

Aeronautical Study No. (ASN) 2021-ANE-2494-OE

Structure: Transmission Line G146 Structure 147
Location: Pembroke, NH
Latitude: 43-11-08.00N
Longitude: 71-27-04.96W
Heights: 80 feet above ground level (AGL)
613 feet above mean sea level (AMSL)

The structure described above exceeds obstruction standards. To be eligible for consideration, comments must be received on or before 07/02/2021

To access complete details regarding this determination, use View Circularized Cases on the Internet at <http://oeaaa.faa.gov> and search by state and ASN, or contact our office at (404) 305-6582

We encourage notification via e-mail. After registering for Email notifications, submit a request in writing to our office to be removed from the FAA's postal mailing list.

Signature Control No: 479031076-482333219



June 7, 2021

Board of Selectmen
Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

RECEIVED

JUN 14 2021

**TOWN OF
PEMBROKE, NH**

Re: Regional Sports Networks

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As you may know, many sporting events and broadcasts were put on hold during the pandemic. We have been working hard to recover the fees regional sports networks charged us for those sporting events and broadcasts during the hiatus to pass back to our customers.

We are currently notifying customers in your community of a courtesy adjustment related to these fees. This adjustment reflects what has been committed to us by the regional sports networks in your area to date. We will continue to work to recover additional funds where possible. We are committed to giving our customers 100% of what we receive.

For more information, visit www.xfinity.com/sportsadjustments.

Please feel free to contact me at Bryan_Christiansen@cable.comcast.com should you have any questions.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41

CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:8-b

41:8-b Petition and Ballot. – Upon written application of 25 or more registered voters or 2 percent of the registered voters in town, whichever is less, although in no event shall fewer than 10 registered voters be sufficient, presented to the selectmen or one of them not later than the fifth Tuesday before any annual meeting, the following question, as requested in the application, shall be submitted to the voters at the meeting: "Are you in favor of increasing the board of selectmen to 5 members?" In towns having an official ballot the question shall appear upon the ballot, pursuant to RSA 656:13. In towns where no official ballot is used, the vote on this question shall be by special ballot. After the question, squares with the words "yes" and "no" shall be printed on the ballot in which the voter may mark his or her choice, pursuant to RSA 656:13.

Source. 1967, 325:1. 1979, 410:7. 1987, 299:2. 2010, 262:7, eff. Sept. 4, 2010.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41

CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:8-d

41:8-d Revocation. – A town which has voted to enlarge its board of selectmen may rescind its action in the manner described in RSA 41:8-b, except that the question shall read: "Are you in favor of decreasing the board of selectmen to 3 members?"

Source. 1967, 325:1. 1979, 410:8. 1983, 180:2. 1990, 192:2, eff. June 26, 1990.

David Jodoin

To: Laura Spector-Morgan
Subject: RE: Not sure who wants to address this

From: Laura Spector-Morgan [mailto:laura@mitchellmunigroup.com]
Sent: Thursday, June 17, 2021 11:00 AM
To: David Jodoin <djodoin@pembroke-nh.com>
Subject: RE: Not sure who wants to address this

Nope. The change would take effect at the 2023 annual meeting. At that time, the terms of office of all members of the board of selectmen shall end and the town shall elect 3 members of the board of selectmen, one for one year, one for 2 years, one for 3 years and at all succeeding annual meetings shall elect a member to the board for a 3-year term.

Laura

Laura Spector-Morgan, Esquire
Mitchell Municipal Group, P.A.
25 Beacon Street East
Laconia, NH 03246
(603) 524-3885
fax (603) 524-0745
www.mitchellmunicipalgroup.com



From: David Jodoin
Sent: Thursday, June 17, 2021 10:42 AM
To: Laura Spector-Morgan <laura@mitchellmunigroup.com>
Subject: RE: Not sure who wants to address this

So if they do it next year then what happens to the positions that are up for re-election.

Next years ballot will have 3 slots?

From: Laura Spector-Morgan [<mailto:laura@mittchellmunigroup.com>]

Sent: Thursday, June 17, 2021 10:32 AM

To: David Jodoin <djodoin@pembroke-nh.com>

Subject: RE: Not sure who wants to address this

That is frustrating.

RSA 41-8-d provides that you can go back to a 3 member board upon vote of town meeting. The question is voted on by official ballot with election of officers and zoning amendments and is "Are you in favor of decreasing the board of selectmen to 3 members?" The BOS has to have a hearing on the question no later than the Thursday before the annual meeting.

The statute contemplates this coming to the town by petition, but there's no reason the selectmen can't put it on the warrant themselves.

Please let me know if I can be of additional assistance. Thanks!

Laura

Laura Spector-Morgan, Esquire
Mitchell Municipal Group, P.A.
25 Beacon Street East
Laconia, NH 03246
(603) 524-3885
fax (603) 524-0745
www.mitchellmunicipalgroup.com

