

AGENDA
BOARD OF SELECTMEN
August 4, 2021 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Kayla Hopkins (Via Phone) – Pembroke Dam
 - b. James Garvin in attendance for the Pembroke Dam discussion
 - c. Gerry Fleury – Solid Waste RFP
 - d. Public Hearing per RSA 31:95-b III (a)
 - e. Public Hearing Town Code Chapter 165 Financial Policies
- IV. OLD BUSINESS:
 - a.
- V. NEW BUSINESS:
 - a. Peter Gagyi – Resignation from Budget committee
 - b. Appointments
 - c. Manifest/Abatements
 - d. Minutes 7/19//21; 7/20/21
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN

**Town of Pembroke Select Board Meeting
August 4, 2021**

**Webster Pembroke Project (FERC P-3185)
– Interpretative Sign and Banners**

Kayla Hopkins on behalf of Pembroke Hydro Associates Limited Partnership (PHA), a subsidiary of Eagle Creek Renewable Energy.

Project Overview

- The Webster Pembroke Project (FERC P-3185) which consists of Webster Dam and Pembroke Dam, located on the Suncook River in Pembroke, New Hampshire.
- The Project was issued an exemption from licensing by Federal Energy Regulatory Commission (FERC) on February 24, 1983.
- The owner of the project is Pembroke Hydro Associates Limited Partnership (PHA) (exemptee), a subsidiary of Eagle Creek Renewable Energy.
- PHA is looking for the permission to install banners on the light poles attached to the Main Street Bridge in order to complete the terms of a Memorandum of Agreement (MOA) with the New Hampshire State Historical Properties Office (NH SHPO).



Project Background

Timeline Recap

Date	Event
2018 and before	PHA looking to partial removal the Pembroke Dam spillway to ensure high flows would no longer overtop Pembroke Dam and adjacent condominium building would not flood.
May 29, 2018	PHA started consultation with the NH SHPO, to fulfill the Section 106 of the National Historic Preservation Act (NHPA)
December 28, 2018	NH SHPO determination of adverse effect on historic properties
September 20, 2019	Memorandum of Agreement (MOA) to mitigate the adverse effect.
May 13, 2020	The Order Amending Exemption (172 FERC ¶ 62,084) allowed the partial removal the Pembroke Dam spillway
August 26, 2020	PHA completed the partial removal of the Pembroke Dam.

Project Consultation

MOA Requirements

The MOA sets forth measures to be carried out to mitigate adverse effects to historic properties, resolve disputes, and amend or terminate the agreement.

Those measures included for this project are:

- preparation of photographic (digital) documentation of the dam and its setting prior to, during project implementation and after construction,
- development and installation of interpretative signage in the vicinity of Pembroke Mill, and
- design and installation of historic banners that would be placed along the bridge over Pembroke Dam.

Project Consultation

MOA Requirements and Local Permissions

Date	Action Item
September 20, 2019	Memorandum of Agreement (MOA) to mitigate the adverse effect.
September 1, 2020	Photographic Documentation - Public Archaeology Laboratory (PAL)
February 26, 2021	Kick off meeting with the Allenstown Historical Society, Pembroke Historical Society, and the NH SHPO for the design of the interpretive sign and banners.
February 26, 2021	Nadine Miller (NHSHPO) reached out to the New Hampshire DOT Ms. Jillian Edelmann (DOT) should not need to be involved, but to check with the local road agents for approval.
July 20, 2021	The draft designs were sent to the local societies and the New Hampshire SHPO for their review and approval (Designed by Image-4 and PAL)
July 26, 2021	Allenstown Select Board Meeting
August 4, 2021	Pembroke Select Board Meeting

In the late 18th and early 19th centuries, numerous sources of the province branched out into other industries, including wool processing and the manufacturing of paper, nails, window glass, and lead pipes. To provide a reliable supply of water to power their machinery, the factory owners in this area had to build their own dams. The first dam in the valley was constructed in 1785, and the state's first China Mill was built downstream on the Allagash river at the town in 1806. Although the mills operated as separate companies, they were all managed by the Saratoga Manufacturing Company.

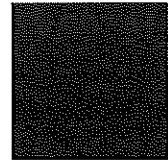
At the height of their operation around the turn of the 20th century, the mills employed more than 1,500 workers and produced 36 million yards of cloth. In 1907, the three independent mills were combined under a single entity called the Suncoast Mill Company.

Like most of New England's 19th-century textile operations, the mills at Saco took were heavily affected by the transfer of the industry to the South in the 1890s and the effects of the Great Depression in the 1930s. A financial straitjacket of bankruptcies also prompted a severe crisis

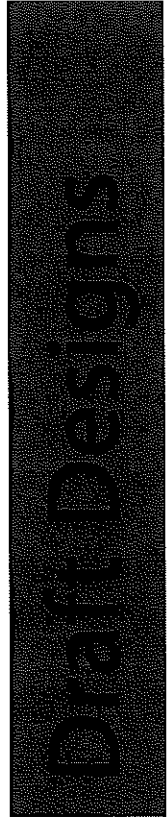
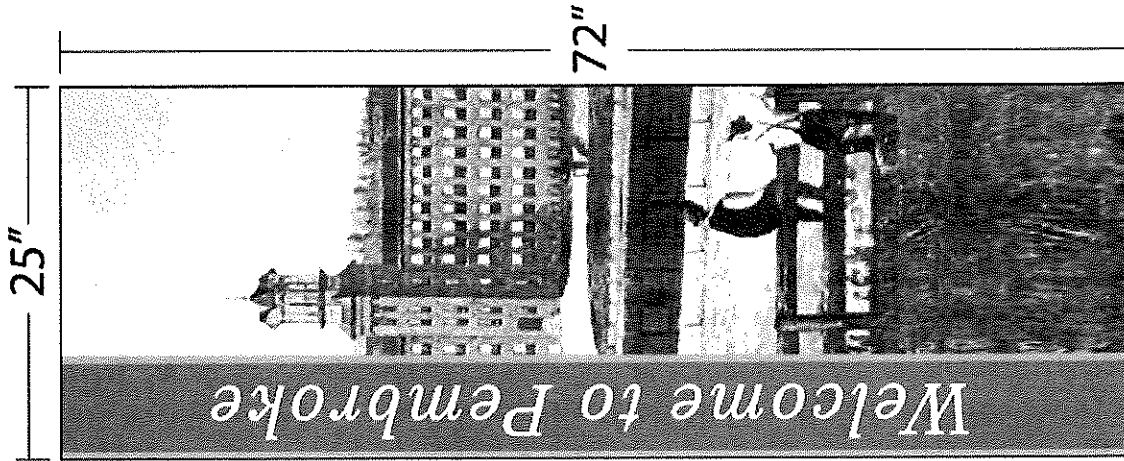
The local leader's study encompassed another dimension after the war. In the mid-1950s, the Emerson Furniture Company bought the Perker and Webster Mills and refitted them to manufacture furniture, including the popular Emerson Lounge. The Webster Mill, burned down in 1903 and shortly after the former Potomac Mill, was converted by their main popularity known as "Emerson Mill," was converted in Emerson Furniture's. China Mill continued to manufacture leaders until the late 2010s, and it too was rehabilitated for use in apartments.

The new power demands of the Internet required better hardware. To make the technology a step closer to commoditized, the home gateway was designed to be the "gateway" into the network, which can be used to connect a wide range of devices to the network. The gateway can be used to connect a wide range of devices to the network, including a wide range of devices to the network, including a wide range of devices to the network, including a wide range of devices to the network.

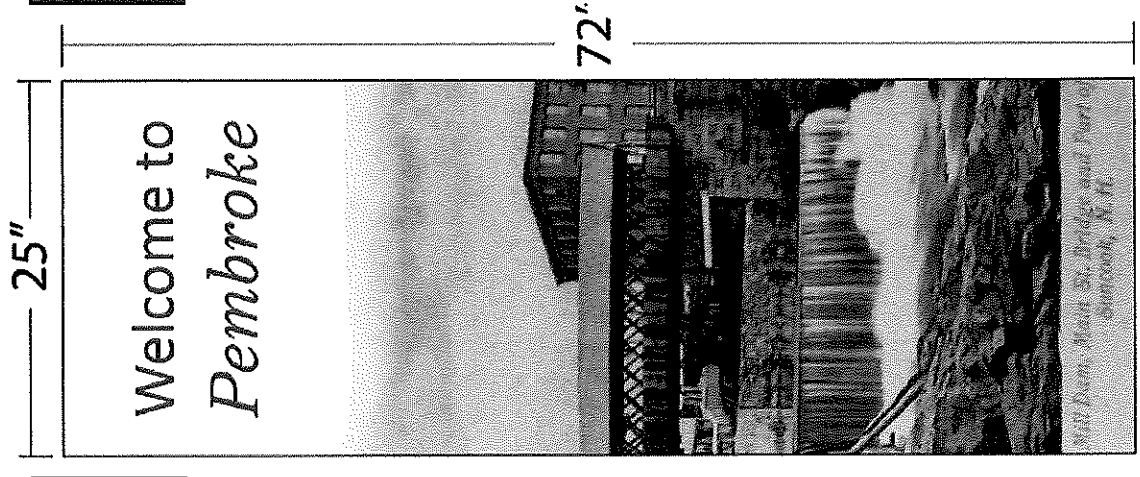
As part of the Enbridge, Inc. (NYSE:ENB) Series Acquisition, the sale of Enbridge, Inc. (NYSE:ENB) stock to the holders of the majority of the outstanding shares of Enbridge, Inc. (NYSE:ENB) will be completed in the third quarter of 2007. The Enbridge, Inc. (NYSE:ENB) Series Acquisition is a leveraged buyout of Enbridge, Inc. (NYSE:ENB) by a consortium of private equity investors, led by the private equity firm, Blackstone Capital Partners, L.P. (NYSE:BXST). The Enbridge, Inc. (NYSE:ENB) Series Acquisition is a leveraged buyout of Enbridge, Inc. (NYSE:ENB) by a consortium of private equity investors, led by the private equity firm, Blackstone Capital Partners, L.P. (NYSE:BXST). The Enbridge, Inc. (NYSE:ENB) Series Acquisition is a leveraged buyout of Enbridge, Inc. (NYSE:ENB) by a consortium of private equity investors, led by the private equity firm, Blackstone Capital Partners, L.P. (NYSE:BXST).



Option 1



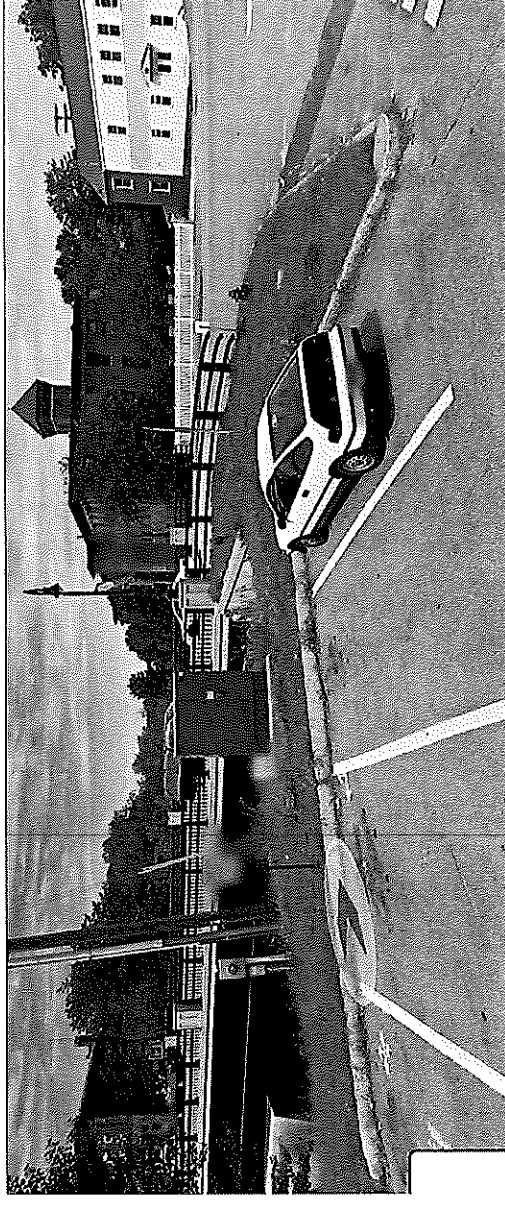
Option 2



Proposed Placement

Interpretative sign

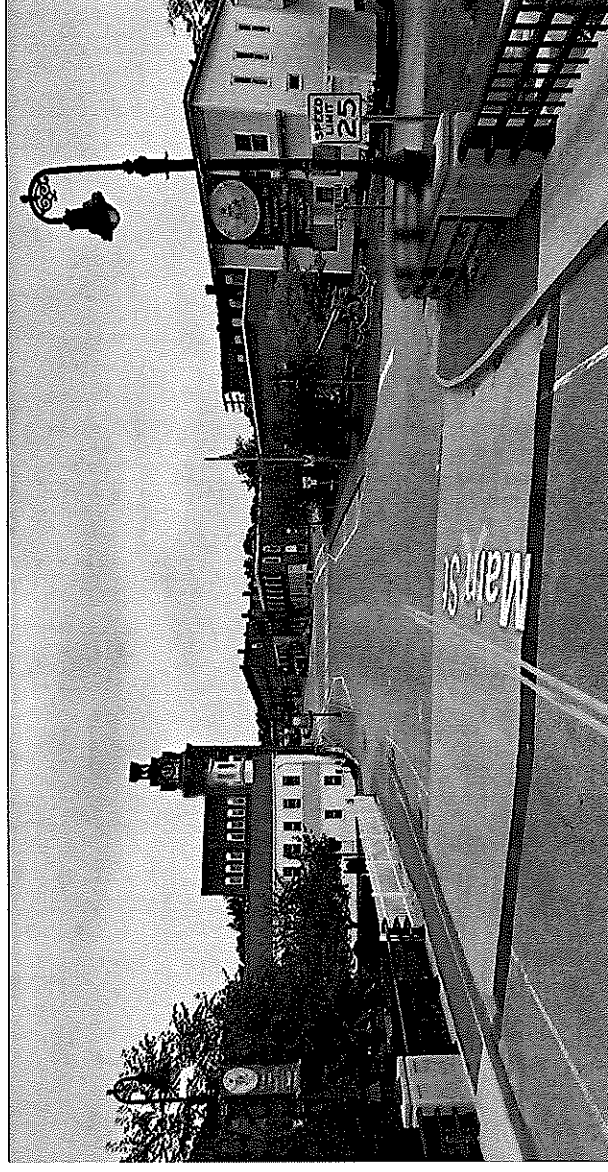
- Pembroke town side of the Main Street Bridge.
- opposite side of the road adjacent to the existing parking lot on Mill Street.
- However, the MOA states that the location of the sign will be in consultation with the New Hampshire SHPO and local municipalities, PHA is open to alternative locations.



Proposed Placement

Banners

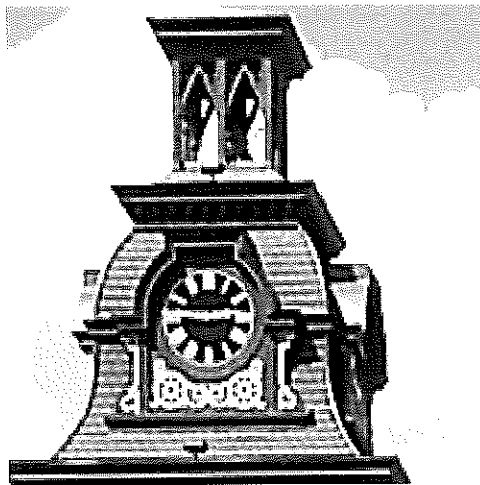
- There are four light poles on the Main Street bridge two on Pembroke and two on the Allenstown side.
- PHA proposes to place fixtures on the existing poles to hang the banners.



Questions?

Thank you

Town of Pembroke
Solid Waste Processing & Recycling
Request for Proposal (RFP)
RFP 2021-1



Released August 2, 2021

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Attachments:

1. Solid Waste Ordinance – Chapter 133
2. Map of Public Works Facility – 8 Exchange Street
3. Schedule of Critical Dates
4. Form A – Bidder Information
5. Form B – Actual Proposal
6. Form C – Financial Cost Proposal
7. Form D – References
8. Map of Pickup Routes – May 2021

**REQUEST FOR PROPOSALS
SOLID WASTE PROCESSING & RECYCLING
TOWN OF PEMBROKE, NEW HAMPSHIRE**

1. INTRODUCTION

1. The Town of Pembroke, New Hampshire is requesting proposals for three related services:

The **primary focus** of the proposal is to extend the existing service agreement for acceptance and disposal of Solid Waste and Recyclables, which the Town collects and transport using its own staff and vehicles.

The **secondary focus** of the request for proposal is to explore the viability of various scalable outsource scenarios for the collection and disposal of municipal solid waste and recyclables. The intent of the secondary focus is to identify multiple options, which can be implemented individually or collectively, in addition to, or in place of, existing collection practices.

The **third focus**, (but one which the Town sees as a remote possibility) is a proposal to assume full collection and disposal responsibilities. The Town is requesting this option primarily to gauge the cost effectiveness of its current operations. Pembroke assumes at present that this option would be an unlikely choice but does not want to rule out the possibility that it could be laboring under a false assumption and that this option could be less expensive.

Bidders will note that sections of the RFP which are not part of present practices are optional and any Bidder responding to the primary focus alone may disregard the optional sections without fear of disqualification. Conversely, a Bidder may bid on one or more optional sections alone. In either case, the Bidder should preface their proposal by indicating whether they are responding to the primary focus, the secondary focus, the third focus, or any combination of the three. Any bidder interested in the continuation of existing services alone (the primary focus) must complete all sections labelled "all".

Pembroke currently owns its own equipment and hires its own staff to meet the solid waste and recycling needs of the community. The Town currently offers weekly collection of municipal waste and recycling at curbside for most residential housing units, except as restricted by ordinance. Collections are done four weekdays per week, with the fifth day used for equipment maintenance or to make up for days when collections are re-scheduled due to holidays or inclement weather. Pembroke is uncertain whether outsourcing future solid waste collection entirely would be in its best interest but it is willing to consider proposals to that effect. As an important related issue, because Pembroke continues to grow and its waste generating continues

to increase, handling the volume with a single crew may cease to be possible or practical in the near term. Since the community is broken into collection routes, Pembroke may be interested in outsourcing a collection route in order to handle the remaining routes in the time available. Pembroke understands that adding vehicles and staff to handle incremental increases in solid waste volume would be an expensive proposition and so it is interested in whether partial outsourcing is possible and cost effective. Partial outsourcing would also provide firsthand experience to support either expanding its equipment fleet and staff size, or reducing it further toward a fully outsourced solid waste collection arrangement.

2. SCOPE OF WORK (All)

- 2.1 (Primary Focus)** The successful bidder shall provide a detailed description of the location where curbside municipal solid waste and recyclables collected by the Town using Town equipment and staff are to be delivered. The preferred and sought-after contract period will be five (5) years with an option for renewal.
- 2.2 (Secondary & Third Focus)** The successful bidder shall provide expertise, labor, equipment, materials, for weekly collection of curbside municipal solid waste and recyclables. The bidder shall either provide transportation for the collected curbside municipal solid waste and recyclables to a location under contract with the Town, currently the Casella facility in Allenstown, or shall provide details on alternative disposal arrangements if the bid is for complete outsourcing of curbside municipal solid waste and recyclables the similar facility mutually agreed to by the Town and the bidder. Should either of these destinations change during the life of the contract, the hauling costs may be renegotiated. All work must be done in a professional manner and according to specifications. The preferred and sought-after contract period will be five (5) years with an option for renewal or extension upon expiration.

3. RECOGNITION OF ONGOING COVID-19 PANDEMIC (All)

- 3.1** The sections of this RFP which follow make reference to meetings to take place in person at public meeting locations in Pembroke. At the time this RFP is being written, the continued severity and duration of the pandemic cannot be determined. It is therefore possible that meetings cited in this RFP may be conducted remotely as allowed by NH Statutes and such emergency orders as may be in effect on the scheduled dates.

4. PRE-PROPOSAL QUESTIONS (All)

- 4.1** Specific questions concerning the RFP or any other matters of interest should be submitted electronically or in writing to David Jodoin, Town Administrator by Friday September 10, 2021. Questions submitted will be answered by Tuesday, September 14, 2021 during the mandatory pre-proposal meeting on Thursday, September 16, 2021 at 6:00 pm at Town Hall.

5. MANDATORY PRE-PROPOSAL MEETING (All)

- 5.1** All prospective bidders are requested to attend a mandatory pre-proposal meeting to be held at the Town Hall, 311 Pembroke Street, Pembroke, NH at 6:00 PM on Thursday,

September 16, 2021. Questions asked after this meeting must be submitted to the Town Administrator in writing. The written questions and the responses will be provided to all known bidders. The pre-proposal meeting will be held in the Pembroke Town Office, Paulsen Meeting Room, 311 Pembroke Street, Pembroke, NH 03275. David Jodoin, Town Administrator, must be notified at least two days in advance if your firm plans to attend. This notice will ensure that adequate copies of written responses to pre-proposal questions and any other materials to be handed out are available at that time. Any parties requiring accommodations due to disability are respectfully asked to notify the TOWN OF PEMBROKE to ensure that adequate facilities are available.

6. PROPOSAL FORMAT (Must consist of two separate submissions) (All)

Complete proposals shall consist of a NON-PRICE TECHNICAL PROPOSAL and a PRICE PROPOSAL as outlined below:

6.1 NON-PRICE TECHNICAL PROPOSAL

NON-PRICE TECHNICAL PROPOSAL shall be submitted in a sealed envelope marked:

Solid Waste Processing & Recycling
(TECHNICAL PROPOSAL)
Submitted by: (Name of Potential Vendor)
Date Submitted: (Date)

The Technical Proposal shall contain absolutely NO reference to cost or price and shall provide information as requested in section 26.

6.2 PRICE PROPOSAL (All)

PRICE PROPOSAL shall be submitted in a separate sealed envelope marked as indicated below and shall provide information as requested section 28.

Solid Waste Processing & Recycling
(PRICE PROPOSAL)
Submitted by: (Name of Potential Vendor)
Date Submitted: (Date)

6.3 SUBMISSION (All)

Please deliver both the Technical and Price Proposals to: David Jodoin, Town Administrator, Town of Pembroke, 311 Pembroke Street, Pembroke, NH 03275, NO LATER THAN 4:00 p.m. EDT on Friday, September 24, 2021 (the response deadline). Submit both an electronic file in PDF format containing the Technical Proposal and the Price Proposal; plus, one (1) hard copy of the Technical Proposal (both in separate sealed and marked envelopes); and one (1) hard copy of the Price Proposal (both in separate sealed and marked envelopes).

PROPOSALS NOT SUBMITTED BY THE RESPONSE DEADLINE AT THE ABOVE ADDRESS WILL NOT BE ACCEPTED. NO FAX OR EMAIL SUBMISSIONS WILL BE ACCEPTED. PDF VERSIONS SHOULD BE SAVED ON A FLASH DRIVE.

7. COSTS OF PREPARING THE PROPOSAL (All)

- 7.1** The costs and delivery of the proposal are solely the responsibility of the bidder. The Town of Pembroke shall not be liable for any costs incurred by the bidder in replying to this RFP.

8. CHANGES TO PROPOSAL (All)

- 8.1** If, prior to the final filing date for submission of proposals, a bidder discovers an error or omission in a proposal already submitted to the Town of Pembroke, the only method of correcting, modifying, or completing the proposal is to withdraw the proposal in its entirety prior to the final filing date and time by written notification to the Town of Pembroke. A complete, corrected proposal package may be resubmitted, but not after the Response Deadline. Modification offered in any other manner - oral, written, or facsimile transmission - will not be considered.

9. REJECTION OF PROPOSALS (All)

- 9.1** The Town of Pembroke shall reserve the right to reject without prejudice any or all proposals, to waive any informality and to retain all proposals submitted and use any idea or concept in a submitted proposal regardless of whether that proposal is selected.
- 9.2** The Town of Pembroke reserves the right to accept any proposal item or combination of items and to reject any or all proposals whereby in its sole judgment the best interests of the Town of Pembroke will be served by doing so.
- 9.3** The Town reserves the right to award the contract to the proposal it considers most advantageous to the Town in all aspects, which may not necessarily be the least expensive proposal.
- 9.4** The Town reserves the right to disseminate any number of revised Requests for Proposals until, in the Town's sole judgment, a fully qualified and acceptable bidder is engaged.
- 9.5** Any proposals not completed and submitted in the manner specified in this RFP shall be rejected.
- 9.6** A bidder may withdraw his/her proposal, provided the request is in writing before the time of the proposal opening. Such proposal(s) shall be returned unopened and unread.

10. COMMUNITY PROFILE (Secondary & Third Focus)

The Town of Pembroke is a suburban community of approximately 22.6 square miles and 82 miles of road. The Town population is approximately 7,200 people. As of January 2021, there were approximately, 1,664 single-family residences, 80 mobile homes, 196 two-family homes, 37 three family homes, The population is expected to increase by approximately 3% percent over the next three years.

HISTORICAL SOLID WASTE TONNAGE

	2016	2017	2018	2019	2020
	Trash / Recycling	Trash / Recycling	Trash / Recycling	Trash / Recycling	Trash/ Recycling
January	248.86	242.95	264.20	250.39	244.76
February	192.77	180.28	215.77	213.75	181.75
March	216.13	263.45	266.52	251.38	217.12
April	254.07	245.37	288.45	269.54	264.41
May	272.89	302.08	270.88	261.22	258.84
June	260.89	280.55	308.39	301.62	252.60
July	262.69	266.12	286.72	261.88	281.11
August	246.01	291.12	272.68	281.42	239.90
September	259.98	283.87	308.83	294.25	255.04
October	276.54	306.29	266.74	267.79	260.79
November	261.90	266.07	275.15	287.11	251.47
December	249.45	255.27	295.81	285.75	271.32
Total	3,002.18	3,183.42	3,320.14	3,226.1	2,979.11

11. SITES TO BE SERVICED (Secondary & Third Focus)

11.1 The bidder will collect both trash and recyclables weekly at each home in Pembroke. In addition, the bidder will provide service twice per week to: Town Hall, (311 Pembroke Street) and the Safety Center, (247 Pembroke Street). The Pembroke School District contracts for Municipal Solid Waste and recycling pickup separately from the Town, so school locations and collection services are outside of the scope of this RFP.

12. COLLECTION OF MUNICIPAL SOLID WASTE (Secondary & Third Focus)

12.1 All items to be collected at curbside shall be municipal solid waste. The following materials are not to be picked up under this contract: any type of liquid waste, pressure vessels, animal carcasses, manure and renderings, flammable liquids, pesticides, septage, asbestos materials, medical, grease, cooking oil, leaves, yard waste, brush, ammunition and explosives, nuclear or atomic waste, any materials containing hazardous waste as defined by state and federal agencies, refrigerators, air conditioners or any appliance containing cfc's, building demolition, wood, bricks, stone, or metal barrels. Municipal Solid Waste, (MSW) must be containerized in a covered trash cart with wheels. Currently, residents use TOTER carts, with a black cover for the trash and a green cover for single stream recycling.

13. COLLECTION OF RECYCLABLES (Secondary & Third Focus)

13.1 A Town-wide curbside municipal single stream recycling collection program is in operation, collected on the same day as trash. The bidder shall include curbside recycling in the bid and recommend a program that would be designed to remove the following recyclable materials from the waste stream: glass containers, aluminum cans and foil, steel and “tin” cans, #1 - #2 plastic containers, newspaper, “mixed paper”, magazines, corrugated and non-corrugated cardboard. The Town’s goal is to reduce, as much as possible, the solid waste tonnage by recycling. Bidders must bid on recycling, to include as a minimum, the materials listed above. Bidders are encouraged to include recyclables not on this list that can be recycled as part of their proposal. Disposition of recyclables shall maximize diversion from trash and the successful Bidder shall make best efforts to assure that all acceptable recyclables shall not be disposed of as trash.

As of May of 2021, the four pickup routes consist of; Monday - 51 miles with 1,107 carts, Wednesday - 41 miles with 1,048 carts, Thursday - 56 miles with 1,290 carts and Friday - 63 miles with 1,123 carts. Maps of the pickup routes are included in the appendices.

14.DISPOSAL OF SOLID WASTE & RECYCLABLES (Secondary & Third Focus)

14.1 All Municipal Solid Waste, (MSW) that is collected must be disposed of at a properly licensed facility. Scale receipts shall be provided to the Pembroke Department of Public Works with required reports, as may be defined in the Town’s Solid Waste Ordinance, Chapter 133. Recyclables shall be delivered to a designated recycling facility to be mutually agreed to by the successful bidder and the Town and there shall be no mixing of municipal waste with recyclables. The Town of Pembroke retains title to the trash and recyclables until it reaches its destination. The bidder shall be considered legally responsible for the proper and safe handling and disposal of items in accordance with all municipal, state, and federal rules, regulation, laws, etc.

15.CERTIFICATES OF INSURANCE (Secondary & Third Focus)

15.1 The bidder shall obtain and maintain throughout the term of the Contract, at the bidder’s sole cost and expense, not less than the insurance coverage set forth below:

Workers Compensation

Coverage A	-	Statutory
Coverage B	-	Statutory

Comprehensive Automobile Liability

Bodily Injury	\$2,000,000 each person \$2,000,000 each accident
Property	\$2,000,000 each accident

Comprehensive General Liability – This coverage is to include products, operations and contractual liability.

Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence

Umbrella policy for additional insurance coverage to \$4,000,000

The Town shall be named as additionally insured, and the insurance carrier shall be responsible for notifying the Town thirty (30) days prior to any cancellation.

16. PERFORMANCE BOND (Secondary & Third Focus)

16.1 The selected bidder shall furnish to the Town, a performance bond or letter of credit for the faithful performance of this agreement. It shall be executed by a surety company licensed to do business in the State and to be in the penal sum of 110 percent of the estimated first year's billing (based on the bid and the estimated tonnage to be served). Said bond shall indemnify the Town against any loss resulting from any failure of performance by the bidder, not exceeding, however the penal sum of the bond. The surety company shall provide a minimum of thirty (30) days notice prior to the expiration and/or termination.

17.CONTRACT PERIOD (All)

17.1 The contract period shall be for five (5) years, subject to town meeting appropriation, commencing on a mutually acceptable date, probably no later than September 1, 2022. Both parties agree to continue beyond the five-year period under the same financial terms until either party provides a six (6) month written notice of termination.

The Initial Term of this Agreement shall commence on September 1, 2022, and shall Extend through August 31, 2027. The Parties agree to negotiate in good faith Additional extensions to this Agreement, contingent upon terms and conditions Mutually agreed to by both Parties.

18.CONTRACT PRICE (All) IMPORTANT! See Section 6 – Separate submissions.

18.1 Charges for the service will be based on the weight of each load, as delineated on tickets from a certified scale system. The bidder will submit a monthly invoice to the Town. The invoice will state date of delivery, truck identification number, and tonnage amounts disposed of for all the wastes and recyclables. Official scale tickets (photocopies acceptable) for each delivery must be attached.

18.2 The Town reserves the right to have their agents inspect any bidder rubbish truck and perform surveillance to ensure that recyclables are not being commingled with the solid waste either on the truck or at the disposal facility. Commingling of MSW and recyclables will be considered to be a breach of contract. Upon receipt of the invoice, the Town will have up to thirty (30) days to remit payment.

The following section should be submitted separately. (See Section 6)

Fees: Pembroke agrees to pay the Contractor the following:

Acceptable Waste Disposal:

MSW from Pembroke Transfer Station:

Disposal: For the period of September 1, 2022 thru August 31, 2027:
MSW delivered to _____ by Town of Pembroke
Vehicles at the initial contract rate of \$??.?? per ton and subject to
periodic rate adjustment as cited below.

Commingled Recyclables from Pembroke Transfer Station:

Disposal: For the period of September 1, 2022 thru August 31, 2027:
MSW delivered to _____ by Town of Pembroke
Vehicles at the initial contract rate of \$??.?? per ton and subject to
periodic rate adjustment as cited below.

Residential MSW:

Disposal: \$??.?? per ton delivered to _____
by the Town of Pembroke curbside route collection vehicles,
effective upon the expiration of the contract between the Town of
Pembroke and Casella of 8/31/2022.

Residential Single Stream Recyclable Materials:

Disposal: \$??.?? per ton delivered to _____ by the
Town of Pembroke curbside route collection vehicles, effective
upon the expiration of the contract between the Town of Pembroke
and Casella of 8/31/2022

Recyclable Materials Rebate: Cite terms, if any.

Any increases in disposal cost will be passed through to Pembroke. Each year, on the anniversary of the Agreement, an increase will be applied to the Disposal Tip Fee based on the U.S. City Average Consumer Price Index for all Urban Consumers (CPI-U) for the Northeast Area. The CPI-U increase will be based on the average previous calendar year percentage change in the CPI-U, but in no case shall exceed three percent (3%).

Contractor will invoice Pembroke by the last day of the month following the month Services were provided. All invoices shall be due and payable in a strict net 30 days from date of weekly invoice basis. Interest shall accrue on all past due invoices at the Rate of one and one-half percent (1.5%) per month, and Pembroke shall pay any and all Cost incurred by Contractor for collection of unpaid balances, including Attorney's Fees.

Most favored nation clause:

If, during the term of the Agreement, any municipality of comparable size to Pembroke enters into a disposal or service agreement at terms more favorable than those being charged to Pembroke, the Contractor agrees to notify Pembroke and to make such terms available to Pembroke.

Unacceptable Waste:

In the event that Unacceptable Waste is delivered to the waste facility pursuant to this Agreement, any and all costs incurred by the Contractor with respect to such Unacceptable Waste, including any fines, penalties, investigation, removal or remedial costs assessed or incurred therefore, shall be promptly paid by Pembroke. Acceptance of a delivery by the waste facility shall not create any presumption that the delivery did not contain Unacceptable Waste, whether or not such delivery was inspected or tested.

19. COLLECTION: TRUCKS & BINS ((Secondary & Third Focus))

19.1 Pickup of municipal solid waste will be on a weekly basis. Bidder will pick up routes and locations in an efficient manner in accordance with a pre-published schedule. Pickup of trash and recyclables must be on schedule or within 24 hours of schedule, weather permitting. Changes in the routes and schedules during the contract period will not be permitted without prior written approval by the Board of Selectmen.

19.2 Collection trucks shall be automated, dual compartment units, designed for collection of residential refuse and recycling in one-stop. The bidder shall provide an adequate number of vehicles approved by the Town for regular collection services. They shall be kept in good repair, appearance, and in a clean and sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the bidder. All waste shall be hauled in a manner to prevent spillage, leakage, or blowing. In the event that any refuse leaves the truck, the refuse must be immediately cleaned up. To the extent possible owing to possible high winds and conditions of weather, trash and recyclable bins must be left upright and out of the road right of way so that they are not in the way of cars, trucks, or plows. The site around the trash cans should be left clear of trash regardless of the cause of spillage.

19.3 The bidder will supply new or replacement automated carts for trash and recycling that are the same as the existing carts. The current carts are manufactured by TOTER and are not allowed to exceed a 96-gallon capacity. In the event that TOTER no longer exists, any alternate carts must be of sufficiently high quality and durability that they can withstand years of use when handled by automated collection equipment. Carts must be suitably designed for use with automated equipment, uniquely identified as collection carts for the Town of Pembroke, each with a unique serial number as proof of ownership. Alternative carts manufacturers will be subject to approval by the Public Works Director and Town Administrator in advance of sale or deployment.

19.4 Each resident will be responsible for the purchase of both solid waste and recycling collections carts in sizes and qualities determined by local ordinance. Newly

purchased carts will be covered by a limited manufacturer's warrantee and the Public Works Department will maintain and publish instructions for residents on procurement, repair, or replacement of carts.

20. COLLECTION SCHEDULE (Secondary & Third Focus)

- 20.1** The successful bidder shall submit a detailed collection schedule prior to commencement of work and the bidder will be responsible for timely public notification. In all cases, MSW/recyclables cannot be picked up prior to 7:00 a.m. on the collection day. Holidays will be as defined by the bidder; holidays advance the schedule 1 day. Notification of a problem with the service can be made directly to the hauler at a number available and publicized on the schedule. The pickup schedule should be published semi-annually in the spring and fall to reflect changes in routes, recycling changes/opportunities, holidays, and other important information for the Town residents. The hauler shall bear the expense of the publication and distribution of the schedule.
- 20.2** No material will be permitted to stay overnight at curbside past 6:00 p.m. on the designated day of collection. Adverse weather conditions will not be permitted to alter the date of collection without prior approval of the Town Administrator/Public Works Director.
- 20.3** The bidder will be obligated to make return trips to an area within 24 hours of notification, if a specific location is missed. It is understood that the trash must have been out and available by 7:00 AM. A call to the switchboard of the hauler will be considered notification. The bidder's designated contact number shall be open for calls until 7:00 PM.
- 20.4** If the bidder encounters a trash or recyclable container which must be refused for collection under the terms of the contract, the bidder shall affix a sticker to the unacceptable container, explaining why the container was not picked up, and prior to the close of business, shall notify the town as to the location, and reason why municipal solid waste or recyclable was not picked up at that location.

21. COLLECTION PENALTY CLAUSE (Secondary & Third Focus)

- 21.1** If provisions of the contract are breached by the hauler and are not corrected within 24 hours of the notification of deficiency to the hauler by the town, the company will be fined an amount equal to the cost of one average day's collection services under the terms of the current contract, in addition to any costs related to the hiring a separate hauler(s) to correct the deficiency. In the case of bad weather or other emergency, the hauler shall attempt to pick up the trash and recyclables within 24 hours of the scheduled time. Any further extension requires the notification and concurrence of the Town Administrator/Public Works Director.
- 21.2** Since the bidder is providing both trash and recycling collection service, then mixing any recyclables with the solid waste and/or failing to separate them and deliver the recyclables to the designated recycling facility will be specifically considered to be a breach of contract.

22. INDEMNITY (Secondary & Third Focus) 2.1 The bidder will indemnify, save harmless, and exempt the Town, their officials, agents and servants and employees from and against any an all suits, actions, legal procedures, claims, demands, damages, costs, expenses, and attorney's fees arising out of the bidder's negligence or breach of this agreement. The Town reserves the right to retain counsel of its choice, or in the alternative, approve counsel obtained by the bidder.

22. PUBLIC RELATIONS (Secondary & Third Focus)

23.1 The bidder shall establish and maintain a toll-free telephone contact point or office through which it can be contacted; where services may be applied for; and complaints can be made. The bidder must provide an emergency "on call" authorized supervisor, or project manager, during collection hours to handle complaints and/or problems. In addition, the bidder must make available to the Town Administrator or the Director of Public Works an emergency contact outside of collection hours.

24. RECORD KEEPING (Secondary & Third Focus)

24.1 The hauler is responsible for giving the town accurate records of the solid waste and recycling activity including weight slips. The report should be sent to the Director of Public Works monthly.

25. NON-ASSIGNMENT CLAUSE (All)

25.1 No assignment of the agreement or any right occurring under this agreement shall be made in whole or part by the bidder without the express written consent of the Town; in the event of any assignment the assignee shall assume the liability of the bidder.

26. PERMITS (All)

26.1 The bidder shall obtain at his/her own expense all permits and licenses required by Local, State or Federal law to fulfill the contract agreement

27. BASIC SELECTION CRITERIA (All)

27.1 Stability and General Experience of the Bidder

- (a)** Stability of the bidder's firm, as measured by the quality of the organizational structure of the firm; the existence of, or potential for, significant developments in the firm; the expected financial stability of the firm during the term of the contract.
- (b)** Experience of the bidder's firm in providing waste handling to similar municipalities, as measured by the firm's history of providing such services, and the similarity of the firm's clients to the Town of Pembroke.

- (c) Absence of issues; such as litigation or regulatory investigations; and, absence of financial problems including any client litigation resulting from actions or services made by the bidder's firm.

27.2 Client Relations and References

- (a) Stability of the bidder's contract base, as measured by the number of contracts gained or lost between January 1, 2015 and December 31, 2020.
- (b) Bidder shall provide a list of at least three (3) municipal references for similar type services including a description of the services provided, and a contact person and telephone number. To the extent possible, the communities shall be similar in population, area and demographics as the Town of Pembroke.
- (c) Reference requirements are waived for bidders seeking nothing more than an extension of an existing contract with Pembroke assuming an identical scope of services.

28. REPRESENTATIONS AND WARRANTIES (All)

28.1 All bidders are required to submit an executed copy of this Section as an attachment to a cover letter to the proposal.

- (a) The bidder shall warrant that it maintains an insurance policy providing coverage for negligent acts or omissions, disclose the coverage levels, terms of such policies, identify of the carrier or underwriter, and that prove that such coverage will be applicable to the bidder's scope of services under the Solid Waste Processing Agreement.
- (b) The bidder shall warrant that it will not delegate its responsibilities assumed under the Solid Waste Processing Agreement.
- (c) The bidder shall warrant that it has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents or examinations required by a government or governmental authority for acts contemplated by the Solid Waste Processing Agreement.

Name of Firm

Date

Signature

Title

29. FINANCIAL STABILITY (All)

- 29.1** Vendor will provide financial information that would allow the Town of Pembroke to ascertain the financial stability of the bidder's firm.
- 29.2** If a public company, the bidder will provide their most recent audited financial report and financial trends.
- 29.3** If a private company, the bidder will provide a copy of their most recent internal financial statement with trend data, and a letter from their financial institution and auditor addressing the bidder's financial stability.

30. BUSINESS LITIGATION (All)

- 30.1** The bidder shall disclose any involvement by the company or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.

31. MISCELLANEOUS (All)

- 31.1** The Town will expect prompt and appropriate action upon receipt of complaints pertaining to any employee of the bidder who violates any provisions hereof, or who is negligent or discourteous in the performance of his/her duties.
- 31.2** The bidder shall comply with all applicable federal, state, and local laws and ordinances pertaining to employment rights, equal opportunity, safety, workers' compensation, etc.
- 31.3** The failure of the Town at any time to require performance by the bidder of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same, nor shall waiver by the Town of any breach of any provisions thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

End of document....

Town of Pembroke, New Hampshire
Department of Public Works
RFP # 2021-1

Schedule of Critical Dates:

Issuance of RFP: August 2, 2021

Deadline for Question on RFP: September 10, 2021

Mandatory Bidders Conference: September 16, 2021

Proposal Due Date: September 24, 2021

Bidder Selection Date: October 1, 2021

Selectmen's Approval October 20, 2021

Contract Effective Date: September 1, 2022

Town of Pembroke, New Hampshire
Department of Public Works
RFP # 2021-1

ATTACHMENT A
BIDDER INFORMATION

Business Name (typed or printed): _____

Type: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ General ☐ General
☐ Publicly Traded ☐ Professional
☐ Limited ☐ Services
☐ Other ☐ Limited Liability

Doing Business as): _____

Business Address: _____

Phone: _____ Email: _____

Date and State of Organization: _____

Date and State of Incorporation: _____

Date of Qualification to do business: _____

Names of Current General Partners/Executive Officers/Joint Partners

Name:	Title

(Indicate managing partner by an asterisk *)

Project Manager/ Contact for this proposal:

(Name / Title)

Address for receipt of official communications:

LIST OF SUBCONTRACTORS

The name and address of each subcontractor who will be paid at least five percent (5%) of the prime contractor's total proposal shall be listed below. To be deemed a responsive proposal, this form must be submitted even if no subcontractors are required to be listed. In that case, the Vendor should state "None" (or similar language stating that no subcontractors need to be listed) in the space below.

Name & Address of Subcontractor	Portion of Work

Signed by: _____

(Individual's Signature, Officer with authority to sign)

Title: _____

Date: _____

Town of Pembroke New Hampshire

Department of Public Works

RFP # 2021-1

ATTACHMENT B

PROPOSAL

(Authorized Signature)

(Company)

Town of Pembroke New Hampshire
Department of Public Works
RFP # 2021-1
ATTACHMENT C
FINANCIAL (COST) PROPOSAL

(Authorized Signature)

(Company)

Town of Pembroke New Hampshire

Department of Public Works

RFP # 2021-1

ATTACHMENT D

REFERENCES

List three (3) references from communities similar in size and program description to the Town of Pembroke, where the vendor has at least one year's experience similar to what is required in each option of this RFP. Include the name, title, phone number and email address for the contact person.

(1) Community: _____

Population: _____

Contact Name / Title: _____

Phone: _____ **Email:** _____

(2) Community: _____

Population: _____

Contact Name / Title: _____

Phone: _____ **Email:** _____

(3) Community: _____

Population: _____

Contact Name / Title: _____

Phone: _____ **Email:** _____

(Authorized Signature)

(Company)

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31

POWERS AND DUTIES OF TOWNS

Miscellaneous

Section 31:95-b

31:95-b Appropriation for Funds Made Available During Year. –

I. Notwithstanding any other provision of law, any town or village district at an annual meeting may adopt an article authorizing, indefinitely until specific rescission of such authority, the board of selectmen or board of commissioners to apply for, accept and expend, without further action by the town or village district meeting, unanticipated money from the state, federal or other governmental unit or a private source which becomes available during the fiscal year. The following shall apply:

(a) Such warrant article to be voted on shall read: "Shall the town (or village district) accept the provisions of RSA 31:95-b providing that any town (or village district) at an annual meeting may adopt an article authorizing indefinitely, until specific rescission of such authority, the selectmen (or commissioners) to apply for, accept and expend, without further action by the town (or village district) meeting, unanticipated money from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year?"

(b) If a majority of voters voting on the question vote in the affirmative, the proposed warrant article shall be in effect in accordance with the terms of the article until such time as the town or village district meeting votes to rescind its vote.

II. Such money shall be used only for legal purposes for which a town or village district may appropriate money.

III. (a) For unanticipated moneys in the amount of \$10,000 or more, the selectmen or board of commissioners shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held.

(b) The board of selectmen may establish the amount of unanticipated funds required for notice under this subparagraph, provided such amount is less than \$10,000. For unanticipated moneys in an amount less than such amount, the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed. The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting.

IV. Action to be taken under this section shall:

(a) Not require the expenditure of other town or village district funds except those funds lawfully appropriated for the same purpose; and

(b) Be exempt from all provisions of RSA 32 relative to limitation and expenditure of town or village district moneys.

Source. 1979, 42:1. 1991, 25:1. 1993, 176:3, eff. Aug. 8, 1993. 1997, 105:1, eff. Aug. 8, 1997. 2005, 188:2, eff. Aug. 29, 2005. 2014, 237:1, eff. Sept. 19, 2014.

CHAPTER 165

FINANCIAL POLICIES

[HISTORY: Adopted by the Board of Selectmen of the Town of Pembroke 2-21-2007 by Res. No. 2007-01. Amended 9-8-2009; Approved BOS 9-19-11]
GENERAL REFERENCES

Purchasing procedures — See Ch. 178.

INVESTMENT POLICY

§ 165-1 Introduction.

This investment policy is established under the authority of State Statute RSA 41:29 for the purpose of providing guidance to Town of Pembroke officials as to the investment of public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Town and conforming to all laws governing the investment of public funds.

§ 165-2 Scope.

This investment policy applies to all financial assets under the care of the Board of Selectmen and in the custody of the Town Treasurer for the Town of Pembroke, New Hampshire. These funds are accounted for in the Town's annual audited financial reports and include the following: General Fund, Capital Projects Fund, Special Revenue Funds, Escrow Funds and Agency Funds. Any new funds created by the Town, unless specifically exempted by the governing body, in accordance with law, or by-law.

§ 165-3 Objectives.

The primary objectives, in primary order, of investment activities:

A. Safety (of principal and preservation of capital): Safety of principal is the foremost objective of the investment program. Investments shall be undertaken to ensure the preservation of capital in the overall portfolio.

B. Liquidity (maintain sufficient liquidity to meet operating requirements and other cash needs): The portfolio shall retain sufficient liquidity to meet all operating requirements that may be reasonably anticipated. To ensure adequate funds are available to pay projected financial obligations, investments will be

purchased or deposits made to reasonably match anticipated cash disbursements.

C. Yield (rate of return): The portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles that is as close to market average as possible, taking into account liquidity needs, investment risk, and capital preservation.

§ 165-4 Risks.

A. Credit risk (loss due to failure of security issuer): The Town shall minimize credit risk by limiting investments to the safest types of securities, and diversifying the portfolio.

B. Market risk (changes in the financial market could reduce the value of a security): The Town shall minimize market risk by limiting investments that are subject to rapid market swings, and by varying investment maturity dates.

§ 165-5 Investment instruments.

In accordance with RSA 41:29, funds may be invested in the following:

1. U.S. Treasury bills, notes, and bonds
2. U.S. Government Agency Securities which carry the full faith and credit guarantee of the U.S. Government
3. U.S. Government Instrumentality Securities when contractually managed by a qualified financial advisor
4. Money market deposit accounts
5. Certificates of deposit
6. Sweep Accounts
7. Repurchase agreements, collateralized by U.S. Government Securities
8. Local government investment pools
9. Savings bank deposits

§ 165-6 Collateralization.

All deposits shall be fully collateralized with the delivery of U.S. obligations, or obligations in the State of New Hampshire in market value at least equal to 100% of the cash deposit in each case.

§ 165-7 Standards of care.

A. Delegation of authority: In accordance with New Hampshire Law, responsibility for conducting investment transactions resides with the elected Town Treasurer. The Deputy Treasurer may be appointed to assist in performing investment functions.

B. Prudence: Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

C. Ethics: Key personnel, as listed in Exhibit B, *Editor's Note: Exhibit B is on file in the Town offices.* who are involved with the investment function of the Town, shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Key personnel shall also inform the Administration and Board of Selectmen of any relationships, either personal or professional, with any financial institution conducting business with the Town that may, or give the appearance that it may, constitute a conflict of interest.

§ 165-8 Internal controls.

A. The Town Accountant is responsible for establishing and maintaining an internal control structure designed to ensure the assets of the Town are protected from loss, theft or misuse.

B. The Town Administrator is responsible for ensuring that separation of transaction authority from accounting and recordkeeping, and written confirmation of transactions for investments are maintained.

C. The Board of Selectmen shall establish an annual process of independent review of the investment function. This review will provide internal control by assuring compliance with established policies and procedures.

§ 165-9 Policy review.

This policy will be reviewed by the Board of Selectmen and Treasurer on annual basis, and when there is a change in key personnel. Performance of the current investments shall also be reviewed on at least an annual basis. This policy may be reviewed if there is a change in the investment environment, a change in an approved financial institution, or for the purposes of continuous improvement. If a change occurs in investment law which is not reflective of this policy, the law will prevail.

FUND BALANCE POLICY

§ 165-10 Preface.

The Town of Pembroke through its Board of Selectmen establishes and will maintain reservation of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board ("GASB") Statement No. 54, Fund Balance reporting and Governmental Fund Type Definitions. This policy shall only apply to the Town's governmental funds. In accordance with GASB statement No. 54, fund balance shall be composed of nonspendable, restricted, committed, assigned, and unassigned amounts.

In accordance with the Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, effective for the period ending December 31, 2020, the Board of Selectmen recognizes the following with regards to fund balance.

§ 165-11 Purpose.

The purpose of this policy is to establish a key element of the financial stability of the Town by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the Town maintain adequate levels of unassigned fund balance to mitigate financial risks that can occur from unforeseen revenue fluctuations, unanticipated expenditures, emergencies, and similar circumstances. The fund balance also provides cash flow liquidity for the Town's general operations.

§ 165-12 Definitions.

- a. **Nonspendable Fund Balance** – includes amounts that are not in a spendable form (such as inventory or prepaid expenses) or are required to be maintained intact (such as principal of an endowment fund).

- b. **Restricted Fund Balance** – includes amounts that can only be spent for specific purposes, such as grant, library, income balance of permanent funds, and capital project funds that cannot change purpose.
- c. **Committed Fund Balance** – amounts that can only be used for specific purposes pursuant to a formal vote at Town Meetings; such as expendable trust funds (capital reserve), nonlapsing appropriations, and other special revenue funds not listed under restricted and can change purpose via a vote at Town Meeting.
- d. **Assigned Fund Balance** – amounts intended by the Board for specific purposes. For all governmental funds other than the general fund, any remaining positive amounts are to be classified as “assigned”. Items that fall under this classification for the general fund would be encumbrances properly approved by contract, purchase order, or other such actions as required.
- e. **Unassigned Fund Balance** – includes amounts that are not obligated or specifically designated and is available for any purpose. The residual classification of any General Fund balance to be reported here. Any deficit balance of another fund is also classified as unassigned.

§ 165-13 Spending Prioritizations.

When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first.

When expenditures are incurred for the purposes for which amounts in any of the unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and the unassigned amounts.

§ 165-14 Minimum Level of Unassigned Fund Balance.

It is the objective of the Board of Selectmen to maintain an Unassigned Fund Balance of 10% to 25% of gross current General Fund budgeted expenditures.

The Town considers a balance of less than 10% to be a cause for concern and, considering factors that may require a higher than normal maximum level of Unassigned Fund Balance, a balance of more than 25% as excessive.

In the event Unassigned Fund Balance is less than 10%, restorative steps shall be taken in the immediate and subsequent calendar years.

In the event that Unassigned Fund Balance is more than 25%, steps should be taken to reduce the excess balance in the immediate subsequent calendar years, or a plan for doing

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so over a reasonable period should be prepared, including an explanation of how the excess fund balance will be reduced to an acceptable level. An amount more than 20% may be considered to reduce tax levy requirements determined in conjunction with the annual budget process, as a capital improvement component, for reservation to accumulate funding for future capital improvements, or for any legal purpose deemed appropriate and desirable by the Board of Selectmen.

§ 165-15 Annual Review.

Compliance with the provisions of this policy should be reviewed as part of the annual budget process.

Updated 8/4/21

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<#>Retention of 8% to 17% of regular general fund operating revenues or no less than 2 months of general fund operating expenditures. This is calculated by adding the municipality's general fund operating appropriations, the state education tax amount, the local school net tax commitment, and the county appropriation.¶

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David Jodoin

From: headref545@aol.com
Sent: Thursday, July 22, 2021 12:48 PM
To: djodoin@pembroke-nh.com
Subject: Re: Selectmen slot

David,
I read the later email first. Please disregard. Effective immediately I'm resigning from the Budget Committee. On August 4th I will be driving back to attend the meeting. I'm only down at Cape Cod. Please notify the Board.
Thanks,
Peter

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

From: David Jodoin <djodoin@pembroke-nh.com>
To: headref545@aol.com
Sent: Thu, Jul 22, 2021 10:32 am
Subject: Selectmen slot

Peter the Board has appointed you to fill the Selectmen slot.

Please send mean email with your resignation from the Budget Committee effective immediately.

The Board will be appointing you at their August 4th meeting.

David

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
July 19, 2021 at 5:30 PM**

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

Excused: Sandy Goulet (Watching live)

Staff: Town Administrator David Jodoin

I. Call to Order:

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

II. Selectmen Interviews:

The Board met with 5 possible candidates to fill the slot vacated by the resignation of Mike Crockwell. Participants included Dan Driscoll, Chet Martel, Bob Bourque, Paul Hanson and Peter Gagy.

III. Adjourn:

Selectman Bean made a motion to adjourn at 7:54 PM. Selectman Yeaton 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.

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
July 21, 2021 at 6:30 PM**

DRAFT,

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

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Ann Bond called the meeting to order at 6:30pm.

II. Citizens Comment:

None

III. Scheduled Meetings

Henry Huntington – New England Flower Farms

Henry Huntington, New England Flower Farms, has approval from the Planning Board for an expansion at their site on North Pembroke Road. Everything has been approved by the Town but there have been some delays from the State, however, they been conditionally approved for an alteration permit. This year, the Legislature changed the law that all permits now have to go through Fish & Game. They neglected to tell Fish & Game prior to approving the new law so they were unprepared and have one person handling all the requests for the entire state. The project is going to be completely on the grounds of Pembroke Sand and Gravel meaning the area is a giant gravel pit and there is no vegetation, wetlands, or animal habitat to disturb. All conditions for the permit have been met. They are asking the Selectmen to allow them to get started so they do not miss their entire season while they wait on Fish & Game.

Selectman Bean asked how the bridge reconstruction is going to affect them. Henry answered that it will have a large impact on them which is another reason they want to get as much as they can accomplished before that is shut down. They are at the base of the bridge and all construction vehicles will have to go around.

Selectman Goulet asked what would happen if they allow them to start this project and then they do not get their permit. Henry stated that the project is in the middle of an active gravel pit so there isn't any reason for them to deny the permit based on the grounds they typically look at which are wildlife, wetlands, and vegetation impact.

Selectman Goulet made a motion to authorize New England Flower Farms to move forward with construction at their own peril. Selectman Yeaton seconded the motion. Motion passed 4-0.

Richard Wengenroth – Energy Committee

Richard Wengenroth, Chair of Pembroke Energy Committee, is requesting \$250 to become a member of Clean Energy New Hampshire. It is a state wide network of policy makers and contractors that all focus on energy related matters in the State. It will be a resource the Committee feels they will use at least once a week.

Selectman Bean made a motion to fund the \$250 membership request for the Energy Committee to join Clean Energy New Hampshire, Selectman Goulet seconded the motion. Motion passed 4-0.

Mike Tardiff – CNHRPC – Range Road Discussion

Mike Tardiff, Central New Hampshire Region Planning Commission, and Dean Williams, Central New Hampshire Region Planning Commission, came to the meeting to discuss the opening of the Range Roads. Selectman Bond asked if there is a map of the Range Roads on the Town Master Plan. Mike answered they are shown in the various maps of the Master Plan. They did a survey of residents to gauge support on improvements to the Range Roads and there is no clear consensus that came back. They asked if opening up one or two in the future may be positive and almost equally people said they do support, do not support, and another third said I do not know. There was more support for opening Fourth Range rather than Third but there was still no clear direction. The one clear answer that came back was that there is no support for town funds to be used to do any improvements. They have also started looking at Route 3 on different ways to ease traffic. Dean Williams explained that the housing shortage is a large reason they are seeing the inquiries about opening class 6 roads throughout the state. Mike also discussed changing the Class 6 road designation to a Class A trail. Mike and Dean would like to sit down with the Planning Board to make a plan for the future.

David Jodoin discussed residents wanting to sell their land on class 6 roads and the willingness to bring those roads up to class 5 roads specifications to do so.

Kathy Cruson, Pembroke Hill Road, discussed spending time walking on the Range Roads and the damage being done by ATV use. Kathy would support opening Fourth Range to traffic rather than Third as Fourth brings residents from Route 28 to Route 106 and Third would bring residents from Brickett Hill to Academy Road.

Selectman Yeaton asked if there is a reason why they are limiting the discussion to Third and Fourth Range Roads. Selectman Bond answered that it isn't being limited but those are the top two to be looked at. Mike explained it was part of the discussion during the Master Plan. The higher Range Roads are used more for trail

use but they can certainly look at all of them. Selectman Bean asked if Third Range goes through to Dearborn Road. Mike answered that it does go from Academy to Dearborn. Mike explained that as a transportation planner, he looks at Third and Fourth as offering the connection to Route 106. If they are looking for a true alternate to Route 3.

Ammy Heisier, 604 Buck Street, explained the importance of the Range Roads to conservation. At one point, they were looking at open space planning and creating green infrastructure. The Range Roads are a high-quality wetlands and wildlife habitat. Ammy expressed concerns that if they do not have a plan in place for opening the Range Roads or redesignating them Class A trails, that it will become overrun by developers putting as many houses on a lot as possible and suing the Town until they get what they want.

Selectman Yeaton discussed control the Town has on development through the Zoning Board process. They need to think big about what the problem they are trying to solve is and any zoning would need to be voted in by the Town. Mike explained any changes like that is going to take a few years to plan this out. Mike suggests getting another feel for what the residents want.

Bob Bourque, Pembroke Planning Board, discussed the open space development repealed from March Town Meeting. The Planning Board is looking at and discussing increasing the minimum lot size from two acres to five acres. Fish & Game has identified certain areas as wildlife habitat and the Town could adopt a zoning regulation that has a buffer around those areas for development.

The Selectman support Mike and Dean working with the Planning Board to look at innovative ways to opening the Range Roads.

IV. Old Business:

None

V. New Business

Selectman Goulet made a motion for the Town Administrator and Chairman to sign the audit engagement letter with Vachon Clukay & Company, PC for fiscal year 2020. Selectman Bond seconded the motion. Motion passed 4-0.

Selectman Yeaton read a statement thanking all the applicants who applied to fill the open Selectman spot and to all the volunteers of the various boards and committees and also thanked Mike Crockwell for his service to the Town. Selectman Yeaton supports appointing Peter Gaygi for the open position. Selectman Bean also supports Peter Gaygi, Selectman Goulet supports Paul Hanson, and Selectman Bond supports Peter Gaygi.

Selectman Yeaton made a motion to appoint Peter Gaygi as the Selectman Rep until the term ends in 2022. Selectman Bean seconded the motion. Motion passed 3-1.

Manifests/Abatements

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

Minutes 7/7/21

Selectman Goulet made a motion to accept the minutes of July 7, 2021 as presented. Selectman Bean seconded the motion. Motion passed 3-0. Selectman Bond abstained.

VI. Town Administrator Report:

Letters are going out to residents building unpermitted structures.

There will be holiday credits from Primex for Property Liability Insurance totaling around \$22,000 and Workers Comp insurance totaling around \$24,000. The credits come off the top of next year's bill.

The Board has not accepted the road connecting to Nadine Drive from the golf course development. The cones are still up and are being moved. The residents in the area are sending in complaints. The Board would like the Police Department to come back to discuss the stop signs before they discuss opening the Road.

The Town has applied for a \$774,000 allotment from the Local Recovery Act and the funds could be used toward the issues with the Water Department. Water has applied for a low interest loan but there may be some additional federal money available from the infrastructure bill. The project will be a multi-million-dollar project and they haven't said whether or not they will come to the tax payers or pay for it through user fees. They are still at the beginning stages and are working with Underwood Engineering.

VII. Committee Reports:

Selectman Yeaton – None

Selectman Bean – None

Selectman Bond – None

Selectman Goulet – None

VIII. Other Citizens Comment:

None

IX. Non-Public Session:

Selectman Goulet made a motion to enter into non-public session in accordance with RSA 91-A:3 II (I) Consideration of matters relating to the preparation for and carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or sever damage to property or widespread injury or loss of life, seconded by Selectman Yeaton at 7:16pm

Roll Call Vote:

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

The Board came out of non-public session at 7:32 PM

Selectmen Goulet made a motion to seal the minutes, seconded by Selectmen Bean.

Roll Call Vote:

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

Roll Call Vote:

Selectman Goulet made a motion to enter into non-public session in accordance with RSA 91-A:2 I (b) Consultation with Legal Counsel, seconded by Selectman Bean at 7:33 pm

Roll Call Vote:

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

The Board came out of non-public session at 8:03pm

X. Adjourn:

Selectman Goulet made a motion to adjourn at 8:04 PM. Selectman Yeaton 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.

Exempt Organization Declaration and Signature for Electronic Filing

OMB No. 1545-0047

For calendar year 2020, or tax year beginning _____, 2020, and ending _____, 20

2020Department of the Treasury
Internal Revenue Service**For use with Forms 990, 990-EZ, 990-PF, 990-T, 1120-POL, 4720, and 8868**▶ Go to www.irs.gov/Form8453EO for the latest information.

Name of exempt organization or person subject to tax

Taxpayer identification number

Central NH Special Operations Unit

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the type of return being filed with Form 8453-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line of the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). If you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b _____
2a Form 990-EZ check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here ▶ <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here ▶ <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b _____

Part II Declaration of Officer or Person Subject to Tax

- 8 ☐ I authorize the U.S. Treasury and its designated Financial Agent to initiate an Automated Clearing House (ACH) electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.
- ☐ If a copy of this return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I certify that I executed the electronic disclosure consent contained within this return allowing disclosure by the IRS of this Form 990/990-EZ/990-PF (as specifically identified in Part I above) to the selected state agency(ies).

Under penalties of perjury, I declare that ☐ I am an officer of the above named organization or ☐ I am the person subject to tax with respect to (name of organization) _____, (EIN) _____, and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund.

Sign Here

Signature of officer or person subject to tax

Date

Title, if applicable

Part III Declaration of Electronic Return Originator (ERO) and Paid Preparer (see instructions)

I declare that I have reviewed the above return and that the entries on Form 8453-EO are complete and correct to the best of my knowledge. If I am only a collector, I am not responsible for reviewing the return and only declare that this form accurately reflects the data on the return. The organization officer or person subject to tax will have signed this form before I submit the return. I will give a copy of all forms and information to be filed with the IRS to the officer or person subject to tax, and have followed all other requirements in Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns. If I am also the Paid Preparer, under penalties of perjury I declare that I have examined the above return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. This Paid Preparer declaration is based on all information of which I have any knowledge.

ERO's Use Only

ERO's signature ▶

Date

Check if also paid preparer ☐Check if self-employed ☐

ERO's SSN or PTIN

Firm's name (or yours if self-employed), address, and ZIP code ▶

EIN

Phone no.

Under penalties of perjury, I declare that I have examined the above return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer is based on all information of which the preparer has any knowledge.

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check if self-employed ☐

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.



Instead of filing Form 8453-EO, an organization officer or person subject to tax filing an exempt organization's return through an electronic return originator (ERO) can sign the return using a personal identification number (PIN). For details, see Form 8879-EO, IRS e-file Signature Authorization for an Exempt Organization.

Future Developments

For the latest information about developments related to Form 8453-EO and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8453EO.

Purpose of Form

Use Form 8453-EO to:

- Authenticate the electronic Form 990, Return of Organization Exempt From Income Tax; Form 990-EZ, Short Form Return of Organization Exempt From Income Tax; Form 990-PF, Return of Private Foundation; Form 990-T, Exempt Organization Business Income Tax Return; Form 1120-POL, U.S. Income Tax Return for Certain Political Organizations; Form 4720, Return of Certain Excise Taxes Under Chapters 41 and 42 of the Internal Revenue Code; or Form 8868, Application for Automatic Extension of Time To File an Exempt Organization Return;
- Authorize the ERO, if any, to transmit via a third-party transmitter;
- Authorize the intermediate service provider (ISP) to transmit via a third-party transmitter if you're filing online (not using an ERO); and
- Authorize an electronic funds withdrawal for payment of federal taxes owed (Form 990-PF, Form 990-T, Form 1120-POL, Form 4720, or Form 8868 with payment).

Who Must File

If you're filing a 2020 Form 990, Form 990-EZ, Form 990-PF, Form 990-T, Form 1120-POL, Form 4720, or Form 8868 with payment through an ISP and/or transmitter and you're not using an ERO, you must file Form 8453-EO with your electronically filed return. An ERO can use either Form 8453-EO or Form 8879-EO to obtain authorization to file a Form 990, Form 990-EZ, Form 990-PF, Form 990-T, Form 4720, Form 1120-POL, or to file a Form 8868 with payment.

When To File

Form 990, Form 990-EZ, Form 990-PF, or Form 990-T. File Form 990, Form 990-EZ, or Form 990-PF by the 15th day of the 5th month after the organization's accounting period ends. For information on when to file Form 990-T, see the Instructions for Form 990-T. If the regular due date falls on a Saturday, Sunday, or legal holiday, the organization may file on the next business day. The Form 8453-EO must be filed with the electronically filed Form 990, Form 990-EZ, Form 990-PF, or Form 990-T.

Form 1120-POL. File Form 1120-POL by the 15th day of the 4th month after the organization's accounting period ends. If the regular due date falls on a Saturday, Sunday, or legal holiday, the organization may file on the next business day. The Form 8453-EO must be filed with the electronically filed Form 1120-POL.

Form 4720. Generally, file Form 4720 by the due date of the organization's Form 990, 990-EZ, 990-PF, 990-T, or Form 5227, Split Interest Trust Information Return. If none of these forms is required, file Form 4720 by the 15th day of the 5th month after the end of the tax year. The Form 8453-EO must be filed with the electronically filed Form 4720.

Form 8868. Generally, file Form 8868 by the due date of the return for which you're requesting an extension. The Form 8453-EO must be filed with the electronically filed Form 8868.

How To File

File Form 8453-EO with the electronically filed return. Use a scanner to create a PDF file of the completed form. Your tax preparation software will allow you to transmit this PDF file with the return.

Part II. Declaration of Officer or Person Subject to Tax

If a Form 990-PF, Form 990-T, Form 1120-POL, Form 4720, or Form 8868 filer chooses to pay the tax due by electronic funds withdrawal (direct debit), check the box. Otherwise, leave the box blank.

If the officer or person subject to tax checks the box when filing Form 990-PF, Form 990-T, Form 1120-POL, Form 4720, or Form 8868 with payment, that person must ensure that the following information relating to the financial institution account is provided in the tax preparation software.

- Routing number,
- Account number,
- Type of account (checking or savings),

- Debit amount, and

- Debit date (date the organization or person subject to tax wants the debit to occur).

In the third paragraph, check the appropriate box to declare whether you are an officer or person subject to tax (and enter the name of the organization and employer identification number (EIN)).

An electronically transmitted return will not be considered complete (and therefore not considered filed) unless either:

- Form 8453-EO is signed by an officer or person subject to tax, scanned into a PDF file, and transmitted with the return; or
- The return is filed through an ERO and Form 8879-EO is used to select a PIN that is used to electronically sign the return.

The signature of the officer or person subject to tax allows the IRS to disclose to the ISP, ERO, and/or transmitter:

- An acknowledgment that the IRS has accepted the electronically filed return, and
- The reason(s) for a delay in processing the return or refund.

The declaration of officer or person subject to tax must be signed and dated by:

- The president, vice president, treasurer, assistant treasurer, chief accounting officer; or
- Any other officer or person subject to tax authorized to sign the return.

If this return contains instructions to the IRS to provide a copy(ies) of the return to a state agency(ies) regulating charities as part of the IRS Fed/State program, the checkbox in Part II **must** be checked.

Part III. Declaration of Electronic Return Originator (ERO) and Paid Preparer

Note: If the return is filed online through an ISP and/or transmitter (not using an ERO), don't complete the ERO's *Use Only* section in Part III.

If the return is filed through an ERO, the IRS requires the ERO's signature. A paid preparer, if any, must sign Form 8453-EO in the space for *Paid Preparer Use Only*. But if the paid preparer is also the ERO, don't complete the paid preparer's section. Instead, check the box labeled *Check if also paid preparer*.

An ERO may sign the Form 8453-EO by rubber stamp, mechanical device, or computer software program. The alternative method of signing must include either a facsimile of the individual ERO's signature or of the ERO's printed name.

Use of PTIN

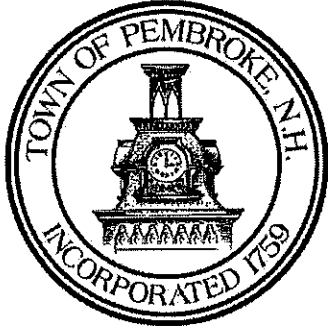
Paid preparers. Anyone who is paid to prepare the organization's return must enter their PTIN in Part III. The PTIN entered must have been issued after September 27, 2010. For information on applying for and receiving a PTIN, see Form W-12, IRS Paid Preparer Tax Identification Number (PTIN) Application and Renewal, or visit www.irs.gov/PTIN.

EROs who aren't paid preparers. Only EROs who aren't also the paid preparer of the return have the option to enter their PTIN or their social security number in the ERO's *Use Only* section of Part III. If the PTIN is entered, it must have been issued after September 27, 2010. For information on applying for and receiving a PTIN, see Form W-12, or visit www.irs.gov/PTIN.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You're required to give us the information. We need it to ensure that you're complying with these laws and to allow us to figure and collect the right amount of tax.

You're not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103. However, certain returns and return information of tax exempt organizations and trusts are subject to public disclosure and inspection, as provided by section 6104.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.



Town of Pembroke
Department of Public Works

8 Exchange Street, Pembroke, NH 03275
Phone: (603) 485-4422 Fax: (603) 485-2613

To: Board of Selectmen
From: Roads Committee
CC: David Jodoin
Date: July 22, 2021
Re: Survey road conditions

The Roads Committee recommends to the Board of Selectmen to have a current survey done of the roads to update conditions with a cost not to exceed \$1750.00.

berm or granite and it would berm. Sherwood Meadows changed from FDR (full depth reclamation) to mill and fill, depth has not yet been checked. The plan was to replace curbs with sloped granite and they are still checking into prices. Third Range Road from Pembroke Hill toward Brickett Hill Road which will get ditched (needing to be widened was mentioned in conversation). They continued to discuss which roads should be looked at and both Bachelder and Thompson Roads need repairs but may be a good candidates for chip seal. Double chip seal was suggested for Thompson (which was probably done 14-20 years ago) and for Cross Country Road.

- e. Dean and VJ working on for CIP
- f. (done above)

3. Any Old Business:

a. Update of Culvert Inventory

a. VJ said that the Asset Management Program has been approved and he had forwarded information to the company the Town is using for our plan. We are still hoping that the Culvert Inventory Program can be combined with the Asset Management Program to avoid duplicate actions. Dean mentioned there is state wide map that shows all the culverts but he also said that UNHt2 and DOT seem to want control over the Culvert Inventory Program because it takes special training to address all the data criteria used in loading the information. He said that all inventoried culverts are uploaded to the cloud and are then available instantly. Driveway culverts have not been addressed in the program. Even though they are the resident's responsibility, it would be helpful to have them all on the culvert inventory.

They discussed limited annual funds. Dean said the current funding does not include network survey to complete data collection on the roads. To do 25 miles of roads, he suggested a 2-5 year plan for updating the data and using an MS4 rate Dean came up with a cost of \$1750.00. VJ wants to incorporate preservation treatments in the plans so he asked that it be done this fall.

Motion: Paulette motioned to recommend to the Board of Selectmen to have a survey done of the roads to update condition with a cost not the exceed \$1,750.00.

Second: Jason

Vote: All in favor

4. New Business:

- a. CIP
- a. July 29th at Public Works

5. Any New Business:

- a. Update on Front Street & Exchange Street

- a. (mentioned above)

6. Accept Minutes:

a. June 1, 2021

Motion: Paulette motioned to accept as written

Second: Jason

Vote: Two in favor, Jason & Vince abstained

7. Adjourn:

Motion: Paulette motioned to adjourn

Seconded: Buddy

Vote: All in favor

Adjourned: 7:09 pm

Next meeting will be August 3, 2021 at 6:00 p.m. at Town Hall