

AGENDA
BOARD OF SELECTMEN
December 1, 2021 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Congregation Church – Church Road land
 - b. Mutual Aid Discussion – Code Enforcement
 - c. Safety Center Roof Quotes
- IV. OLD BUSINESS:
 - a. All Veterans Credit per RSA 72:28-b
- V. NEW BUSINESS:
 - a. Manifest/Abatements
 - b. Minutes 11/17/21
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN

David Jodoin

From: Carolyn Cronin <ccronin@pembroke-nh.com>
Sent: Thursday, November 4, 2021 11:45 AM
To: 'David Jodoin'
Subject: RE: Frontage

R1 with well and septic is 200 ft.
R1 with water and sewer is 120 ft.
R1 with town water and septic is 150 ft.
R1 with private well and town sewer is 135ft.

Carolyn Cronin
Town Planner
Town of Pembroke
311 Pembroke St.
Pembroke, NH 03275
(603) 485-4747 x210

From: David Jodoin [mailto:djodoin@pembroke-nh.com]
Sent: Thursday, November 04, 2021 10:59 AM
To: Carolyn Cronin <ccronin@pembroke-nh.com>
Subject: Frontage

What is the required frontage for a home without water and sewer. I'm pretty sure church has well and septic

Thanks

david

10/11

David Jodoin

From: Carolyn Cronin <ccronin@pembroke-nh.com>
Sent: Tuesday, October 26, 2021 5:22 PM
To: 'David Jodoin'
Subject: RE: Church lot

120 feet for a single family home on town water and sewer

Carolyn Cronin
Town Planner
Town of Pembroke
311 Pembroke St.
Pembroke, NH 03275
(603) 485-4747 x210

From: David Jodoin [mailto:djodoin@pembroke-nh.com]
Sent: Tuesday, October 26, 2021 4:52 PM
To: Carolyn Cronin <ccronin@pembroke-nh.com>
Subject: Church lot

What is the frontage requirement in that area?

Thanks

David

tabled 12/1/21



First Congregational Church of Pembroke

United Church of Christ

301 Pembroke Street

Pembroke, NH 03275

Pastor: Dr. Duffy Johnson Office: (603) 485-9639 E-mail: dlj7318@gmail.com

August 19, 2021

Selectmen

Town of Pembroke, NH

311 Pembroke Street

Pembroke, NH 03275

Re: Town Right of Way (Tax Lot 565-257-6-1) and Access to tax Lot 565-258-1-1

Dear Selectmen:

On behalf of the Pembroke Congregational Church and the Trustees of the church, I am writing to request a meeting with the Board to discuss access to our property via the right of way shown as Tax Lot 565-257-6-1.

For background, in the early 2000, the Pembroke Congregational Church (PCC) purchased from the Childs family land that abutted our property. This land included an existing resident and vacant land on Pembroke Street, an agricultural field located behind the Town hall and additional land stretching all the way to Third Range Road. Soon after purchasing the land 2 lots on Pembroke Street were subdivided off, one containing the multi-family property at 315 Pembroke Street and the second, a vacant lot that became the property where the Town library was built. The PCC then entered into an agreement with the Taylor Homes to construct an elderly apartment complex off Church Road known as meeting House Commons. This was intended to be a 38 unit development. Only a portion of development was completed and through an agreement with Taylor Homes the agricultural field and the land along 3rd Range Road transferred back to PCC.

During the development of Meeting House Commons, the town asked us as the owner to agree to an extension of Cross Road that would go through the 50-foot right of way and connect to Third Range Road. This was before the sharp S-Curve on Church Road was straightened out. You will see from the attached survey plan that the easement was placed on the subdivision plan but not defined as there was no requirement for a specific layout and where the new road was to connect to 3rd Range Road had not been determined.

One of the major questions that is not getting answered is access to the property through the 50 foot right of way off Church Street, directly across from the Cross Road 3-way intersection. Several potential buyers have made inquiry to the town as to either building on or developing the property. The response from town staff has been mixed and unclear.

One buyer wanted to build a single house on the land and was told that they would need to build a road or upgrade the road to Town standards to do that. A second buyer was told that the Town probably would not allow access through the right of way and that the town didn't want to see the land developed.

Our dilemma is to determine if access can be gained through the right of way and what conditions may be placed on it. I have had a brief conversation introducing this subject with Selectperson Yeaton and she indicated that it would depend on what the intent of the right of Way was. She indicated that there are many rights of way within the town, some as utility access, some as foot traffic and trails only and some for roads. The only research I have done to help determine this is to review our subdivision plans for years ago and to look at the tax Card for the right of Way. It is labeled "Future Road".

With all of this on the table, I would request a meeting at your earliest convenience.

Please feel free to reach me at Randall.shuey@comcast.net or (603) 545-2441. Thank you in advance for your time.

Sincerely

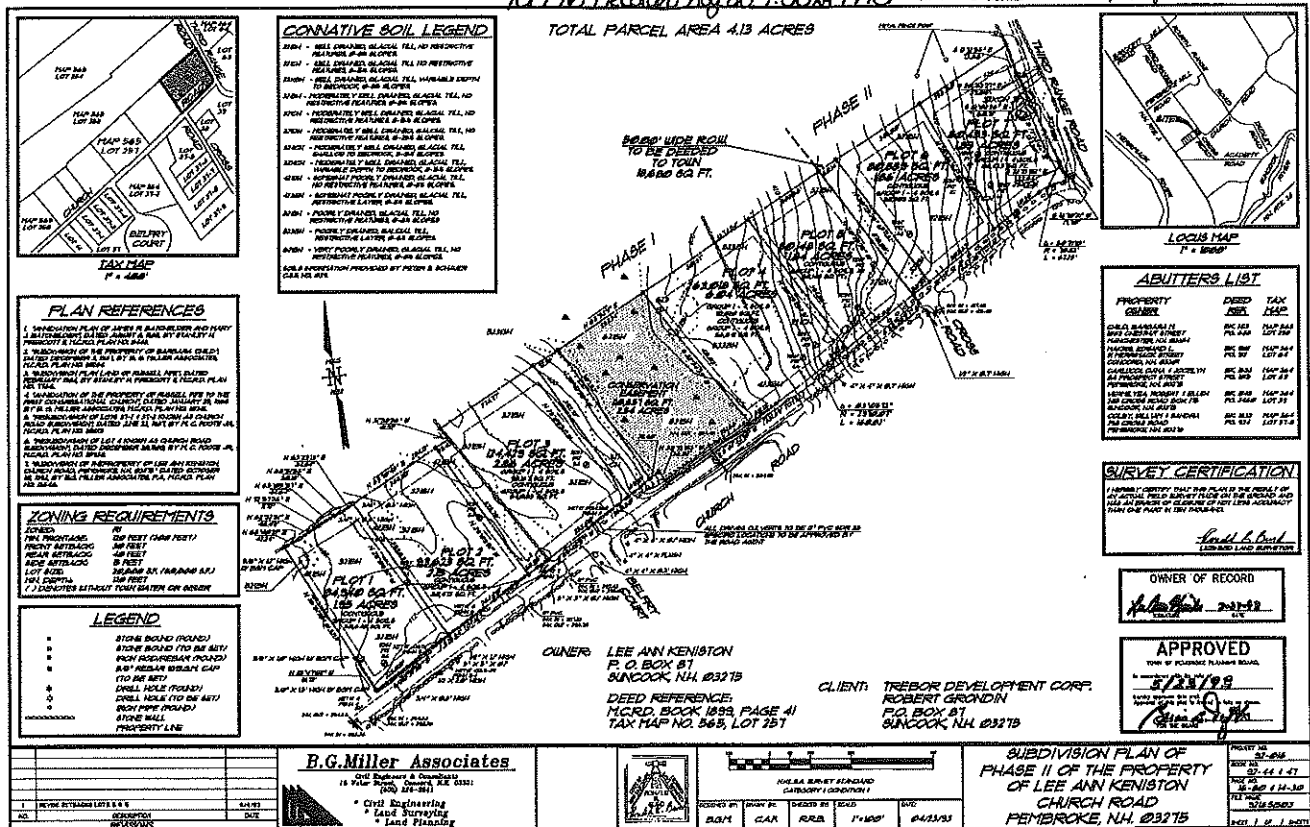
A handwritten signature in cursive script, appearing to read 'R. Shuey', written in dark ink.

Randall Shuey, Trustee
Pembroke Congregational Church



CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd	Description	Element	Cd	Description						
Style: 99 Model: 00 Grade: Stories: Occupancy: Exterior Wall 1 Exterior Wall 2 Roof Structure: Roof Cover Interior Wall 1 Interior Wall 2 Interior Flr 1 Interior Flr 2 Heat Fuel Heat Type: AC Type: Total Bedrooms Total Bthrms: Total Half Baths Total Xtra Fixtrs Total Rooms: Bath Style: Kitchen Style:		Vacant Land Vacant									
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BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area	Floor Area	Eft Area	Unit Cost	Undeprec Value					
Totl Gross Liv / Lease Area							0	0	0	0	

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202771

93 AUG 20 AM 9:49

BK 1927 PG 1152

BK 1927 565-257-6
565-257-6-1EASEMENT DEED

Lee Ann Keniston, of P.O. Box 87, Pembroke, Merrimack County, New Hampshire, 03275, for consideration paid, grants to The Town of Pembroke, with an address of the Town Hall, 311 Pembroke Street, Pembroke, Merrimack County, New Hampshire an easement to pass and repass over the following tract of land:

A certain tract or parcel of land situated in the Town of Pembroke, County of Merrimack, State of New Hampshire, bounded and described as follows:

Beginning at a concrete bound at the southeast corner of the tract herein conveyed located on the northerly side of Church Road; thence South 58° 38' 57" West, a distance of 50.01 feet along the northerly side of Church Road to a concrete bound; thence North 30° 25' 25" West, a distance of 375.88 feet along Lot 5 to a 5/8" rebar; thence North 63° 52' 11" East, a distance of 50.14 feet to a 5/8" rebar; thence South 30° 25' 25" East, a distance of 371.32 feet along Lot 6 to the point of beginning, containing 18,680 square feet or 0.43 acres.

Said tract being shown as the 50.00' wide R.O.W. to be deeded to Town as shown on Subdivision Plan entitled "Subdivision Plan of Phase II of the Property of Lee Ann Keniston", prepared by B.G. Miller Associates, P.A. and to be recorded at the Merrimack County Registry of Deeds.

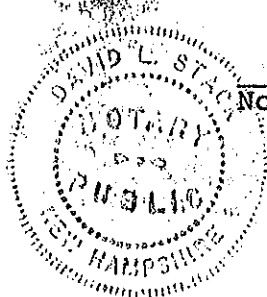
IN WITNESS WHEREOF, I have signed this 27 day of July, 1993.

Witness

Lee Ann Keniston

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 27 day of July, 1993, before me, the undersigned officer, personally appeared the above-named Lee Ann Keniston known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.



David L. Stacey Notary Public/Justice of the Peace

MERRIMACK COUNTY RECORDS

Kathie L. Gray, Register

David Jodoin

From: Laura Spector-Morgan <laura@mittchellmunigroup.com>
Sent: Monday, October 18, 2021 10:48 AM
To: David Jodoin
Cc: Carolyn Cronin
Subject: Right of Way
Attachments: info@mittchellmunigroup.com_20211018_091824.pdf

Hi David. I attach the plan that created the right of way, along with the deed conveying the easement. You can see that the plan isn't super clear on whether the fee or an easement would be conveyed, but the deed is clearly an easement, and Carolyn has reviewed the minutes and an easement is all that was ever referenced.

The easement conveys to the town a right to pass and repass. This entitles the town to use the easement for any necessary or convenient purposes. What is necessary and convenient depends, in part, on the parties' intentions at the time of the conveyance--here, the purpose was clearly to allow the town to build a road to square off the intersection.

So, if we decide to offer the fee to the abutters, that land is burdened with that easement, and they may end up with a road next to their house (which, in fairness, they may end up with anyway).

The town could decide to release the easement if it doesn't need it any more, and then convey the now unburdened property to the abutters, though that may be risky unless the town is willing to open up Third Range Road to allow access to that backland.

Let me know if you'd like to chat further. 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

info@mittchellmunigroup.com_20211018_091824;

**MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN THE TOWNS OF PEMBROKE AND ALLENSTOWN**

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms and conditions contained herein:

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation; and

WHEREAS, the towns of Pembroke and Allenstown wish to provide mutual aid and assistance to one another in the area of building inspection duties at appropriate times.

THEREFORE, pursuant to RSA 53-A:3, I, the Town of Pembroke and Allenstown enter into this Agreement for reciprocal building inspection duties, with this Agreement embodying the understandings, commitments, terms and conditions for said aid and assistance, as follows:

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a provider of services. ("Provider"). The receiving Town ("Recipient") may request services for any duration informally for a day at a time but it is contemplated that services will be as set for the below in Section I.

It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, if it requires the resources requested by its own community and it may respond that services are unavailable to respond.

Pursuant to RSA 53-A, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section VI of this Agreement.

SECTION I: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY

- A. Unless otherwise agreed, the duration of Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for time periods agreed upon by the towns but not to exceed thirty (30) days.

- B. Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

SECTION II: COST DOCUMENTATION AND REIMBURSEMENT FOR COVERAGE THAT EXTENDS 30 DAYS OR MORE

A. Nothing in this Agreement is intended to create a joint employer relationship. Each Town shall remain the employer of its employees and shall be solely responsible for decisions related to hiring, investigation, discipline and termination of its own employees. Each Town shall remain responsible for payroll, benefits, including but not limited to insurances, workers compensation insurance, retirement contributions, standard withholdings, and payment of payroll tax for its employees regardless of whether Provider's employee is providing services to Recipient.

B. When services are provided by Provider for thirty (30) days or longer, the Provider may request reimbursement for its costs to provide services as follows: At the conclusion of the period of assistance, the Provider shall provide an invoice to Recipient detailing all costs for which they seek reimbursement based on the length of service and Recipient shall reimburse Provider within 30 days of receiving the statement of expenses. Provider shall be entitled to recover the following types of costs:

1. Personnel costs, including all costs associated with payroll;
2. Vehicle costs, including any mileage expenses incurred for the use of either a municipally provided vehicle or a private vehicle utilized by the Building Inspector in accordance with the Provider's personnel policies. In either event, mileage incurred for the service provided will be documented and calculated at the rate allowed by the U.S. Internal Revenue Service.

SECTION III: RIGHTS AND RESPONSIBILITIES OF THE PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of the Provider.

Although Provider's employees may be supervised by the Recipient while performing duties under this Agreement, employees are subject to the Provider's Personnel Policies and nothing in this Agreement transfers responsibility for overall supervision and performance evaluation to Recipient. Any concerns with performance should be reported promptly to Provider.

SECTION IV: COMPLIANCE WITH RSA 53-A:3

- A. The duration of this Agreement is two years. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon.
- B. There is no separate legal entity, or organization being established. There will be no jointly owned property. The Towns are interested in formally sharing existing building inspector and code enforcement personnel and other resources, and seek to establish the framework to accomplish that.
- C. The purpose of the Mutual Aid Agreement is to formally allow the Building Inspectors of the Town of Pembroke and the Town of Allenstown to fill in for each other as may be needed within the jurisdictions of Pembroke and Allenstown, to ensure the two communities building inspection and code enforcement functions are covered during times of prolonged illness; vacations; extended leaves, etc.
- D. The financing of the existing building inspection/code enforcement functions are handled individually within the operating budgets of the Towns of Pembroke and Allenstown. This will not change under this Agreement. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another only as included In Section II above.
- E. By written notice from one governing board to another, this Agreement may be terminated with 30 day's notice. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.
- F. This Mutual Aid Agreement shall be administered by the ~~governing~~ Selectboards of Pembroke and Allenstown, or their designees. The Pembroke Board of Selectmen and the Allenstown Board of Selectmen designate the Town Administrators of their respective towns as the parties responsible for administering the cooperative undertaking set forth herein.
- G. There will be no acquiring, holding and disposing of real and personal property jointly by the Towns of Pembroke and Allenstown as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Pembroke or the Town of Allenstown.

SECTION V: WORKER'S COMPENSATION AND LIABILITY COVERAGE

Each town is responsible for its own workers compensations costs and coverage for its own employees during their performance of mutual aid services under this Agreement. Employees performing services under this Agreement shall be covered by Provider's workers compensation policy regardless of whether work is performed in Allenstown or Pembroke. Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employee due to personal injury or death occurring during the period of time such employee is engaged in the rendering of aid and assistance under this Agreement.

SECTION VI: IMMUNITY

Pursuant to RSA 53-A, all activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement and their respective employees retain all governmental immunities, protections and defenses as may be available under law.

SECTION VII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless for and against any and all losses, penalties, damages, assessment, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions to the extent of its insurance through PRIMEX.

SECTION VIII: EFFECTIVE DATE

This Agreement shall take effect upon its approval by the governing boards of the Towns of Pembroke and Allenstown and upon proper execution hereof, and its filing with the Secretary of State and the Clerks of the Town of Pembroke and the Town of Allenstown. This Agreement shall remain in effect for two years after its execution, and can be renewed by joint action of the two governing boards.

IN WITNESS WHEREOF, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved, as of the date set forth in this Agreement.

Pembroke Board of Selectmen:

Allenstown Board of Selectmen

Ann Bond, Chair

Richard Bean

Sandy Goulet

Karen Yeaton

Peter Gagyí

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE:

_____*
Attorney General Date

*Failure to disapprove an agreement within thirty (30) days of submission shall constitute approval pursuant to RSA 53-A:3 V.

Date filed with the Pembroke Town Clerk: _____

Date filed with the Allenstown Town Clerk: _____

Date sent to the New Hampshire Attorney General _____

Date filed with the Secretary of State: _____

Effective Date: _____

LAUER ARCHITECTS, P.A.
118 Paige Hill Road, Goffstown, NH 03045
tel. 603-497-8441

**AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR
LIMITED ARCHITECTURAL SERVICES**

November 19, 2021

Mr. David Jodoin
Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

**Re: Safety Center Roof Replacement - Fire Station Only
247 Pembroke Street
Pembroke, NH 03275**

Dear David,

It was a pleasure meeting with Mr. Fanny the other day, and thank you for allowing Lauer Architects to submit this proposal for architectural services for the project identified above. Please consider the following as our written Agreement for this project. I believe you will find its terms to be consistent with the meeting I had with Mr. Fanny.

THE PROJECT

The project shall consist of the replacement of the existing roofing at the main roof of the Fire Station portion of the Safety Complex only. The metal shed roof on the east (rear) side of the building, the high tower roof on the east (rear) side of the building, the metal roof over the man door on the south side of the building, and the shingle roofs on the west (street) side of the building are not included in this replacement project.

It is understood the project will be competitively bid between 3-4 general roofing contractors.

SCOPE OF SERVICES

Lauer Architects' services and responsibilities shall be to provide limited architectural services related to the proposed improvements. All structural, mechanical and electrical design, approvals, engineering, code compliance, documentation or construction administration required as a result of the proposed improvements shall be provided by others under separate contract from our own.

In general, our services will include the following:

Phase 1: Field Measurements and Existing Conditions Drawings: Visit the site and take field measurements of the existing building only in the areas to be affected by our work. From these measurements and with the use of the original design drawings supplied by the Town, existing conditions drawings would be prepared. The Owner shall be responsible for providing a qualified entity to perform test

cuts on the existing roof so that underlying materials and thicknesses can be verified. This same entity shall be responsible for patching the roof at the test cuts areas.

Phase 2: Schematic Design: Develop preliminary demolition and new work drawings and project specifications for discussion with the owner. Material choices, roof edge details, and other items of concern would be reviewed.

Phase 3: Construction Documents: Based on owner-approved schematic design drawings, prepare Architectural Construction Documents (demolition plan, new work roof plan, and a project manual).

Deliverables will include final, stamped and signed drawings in PDF format. We will also provide background drawings in DWG format for your use.

Phase 4: Bidding and Negotiation: Assist the owner in the solicitation, receipt and review of bids. Attend one, pre-bid walk-through with the bidders. Answer contractor questions and issue clarifications during the bid period.

Phase 5: Construction Administration: Site visits and shop drawing review. Site visits shall be for the sole and limited purpose of checking for conformance with the information given and the concept expressed in our construction documents only, and shall not be considered exhaustive on-site inspections. The fee listed below includes four (4) site visits during construction.

Services not set forth above (such as construction testing, special inspections, etc) are specifically excluded from our Scope of Services. Lauer Architects assumes no responsibility to perform any services not specifically noted above.

TIME LINE

Work will be scheduled upon our receipt of an executed Letter of Agreement. We will work with you in anticipation of an early spring 2022 construction start.

ARCHITECTURAL COMPENSATION

Lauer Architects will provide the professional design services outlined above on a lump sum basis for the stipulated sum of **Six Thousand Six Hundred Dollars (\$6,600.00)**, including standard reimbursable expenses.

Invoices for Lauer Architects' services shall be forwarded, and payments made, on a monthly basis.

QUALIFICATIONS

1. Services related to the expansion of Lauer Architects' scope of work, or modifications to previously approved designs shall entitle the Architect to appropriate additional compensation per the following rates.

Principal	\$130.00/Hour
Consultants	Invoice x 1.2
Out of Office Printing	Invoice x 1.2
CADD Plots/Large format copies	\$5.00/Sheet
Photocopies	\$0.15/Page
Travel	\$0.60/Mile
Parking/Tolls/Postage/Photography	Invoice x 1.2

2. The Owner shall be responsible for coordinating the work of all trades and consultants. Should the work of other consultants require modifications to our documents, we shall be promptly notified.

AUTHORIZATION

This Proposal, consisting of three (3) pages, and the attached General Provisions consisting of six (6) pages, shall represent the entire Agreement for professional services between the Town of Pembroke (Client) and Lauer Architects P.A. (Architect) in respect to the Project. Please review this Proposal at your convenience and contact me with any questions or comments you may have. If the Proposal meets your requirements, please sign and return one copy to indicate your acceptance of the terms of the Agreement. Receipt of the signed Proposal will serve as our Authorization to Proceed.

Thank you once again for allowing our firm to be submit this Proposal.

Cordially,



Kurt Lauer, President
LAUER ARCHITECTS

Issuing Authority

Date

Printed Name

Title

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights or duties or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Architect as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Billing and Payment

Payment Due: Invoices shall be submitted monthly by the Architect and are due upon presentation, and shall be considered past due if not paid within twenty-one (21) calendar days of the invoice date.

Interest: If payment in full is not received by the Architect within twenty-one (21) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to the accrued interest and then to the unpaid principal.

Collection Costs: If the Client fails to make payments when due and the Architect incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Architect staff costs at standard billing rates for the Architect's time spent in efforts to collect. This obligation of the Client to pay the Architect's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Termination of Services: If the Client fails to make payment to the Architect in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Architect. Payment to the Architect for services rendered and expenses incurred shall be due and payable regardless of any suspension or termination of this Agreement by either party.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by

or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Architect may call for the renegotiation of appropriate portions of this Agreement. The Architect shall notify the Client of the changed conditions necessitating renegotiation, and the Architect and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Code Compliance

The Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation as provided for in the Proposal.

Consequential Damages

Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Construction Observation

The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Architect, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's

work, but rather are to allow the Architect to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Architect shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

The Architect shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Architect shall not be responsible for any acts or omissions of the Contractor, any subcontractor, and entity performing any portions of the Work or any agents or employees of any of them. The Architect does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Copyright and Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including without limitation the copyright thereto.

Corporate Protection

It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject to the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand

or suit shall be directed and/or asserted only against the Architect, a New Hampshire corporation, and not against any of the Architect's individual employees, officers or directors.

Delays

The Client agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to: strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, wars or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to a reasonable adjustment in schedule and compensation.

Entire Agreement

This Agreement, consisting of three (3) pages and the General Provisions consisting of six (6) pages, shall represent the entire Agreement for professional services between the Client and the Architect. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party has reviewed the final document. Any rule or contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Architect.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability, waivers of damages by the Client to the Architect, and indemnifications by the Client to the Architect, shall include and extend to those individuals and entities the Architect retains for performance of services under this Agreement, including but not limited to the Architect's officers, partners, and employees and their heirs and assigns, as well as the Architect's subconsultants and the officers, employees, heirs and assigns.

Governing Law

The terms of this Agreement shall be governed by the laws of the State of New Hampshire.

Hazardous Materials

The Architect shall not be responsible for the investigation, discovery, detection, identification, presence, leakage, discharge, release, use, handling, disposal, encapsulation, abatement, treatment, or removal of, or exposure of a person or persons to hazardous materials, pollutants, contaminants, or disease transmitting organisms, pre-existing or otherwise deposited in any form at the project, indoors or outdoors, at any time before, during or after construction, including but not limited to volatile organic compounds, petroleum products, molds, fungus, asbestos or asbestos products, lead, PCBs, radon, electro-magnetic frequency radiation or other radiation.

Indemnification

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees, and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the project, and the acts of its contractors, subcontractors, or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence or for the negligence of others.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance, and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to

have their CGL policies endorsed to name the Client, the Architect and the Architect's subconsultants as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish the Client and the Architect certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Architect, and the Architect's subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including claims by employees and contractors.

Information Provided by Others

The Client shall furnish at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Jobsite Safety

Neither the professional activities of the Architect, nor the presence of the Architect or its employees and subconsultants at a construction project/site, shall impose any duty on the Architect, nor relieve the General Contractor of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the

Client, Architect and the Architect's subconsultants. The Client also agrees that the Client, the Architect, and the Architect's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

Limitation of Liability

In recognition of the relative risks and benefits to the project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and the Architect's officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and the Architect's officers, directors, partners, employees, shareholders, owners, and subconsultants shall not exceed \$50,000 or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Public Responsibility

Both the Client and the Architect owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Architect that, in the Architect's reasonable opinion, would be contrary to the Architect's professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees the Architect has the right to exercise its professional judgement in reporting to appropriate public officials or taking other necessary action. The Client agrees to take no action against or attempt to hold the Architect liable in any way for carrying out what the Architect reasonably believes to be its public responsibility.

Severability

If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provisions so held, and the remainder of the Agreement shall remain in full force and effect.

Shop Drawing Review

The Architect shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for the conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness while allowing sufficient time in the Architect's judgement to permit adequate review. Review of a specific item shall not indicate that the Architect has reviewed the entire assembly of which the item is a component. The Architect shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Architect in writing by the Contractor. The Architect shall not be required to review partial submissions or those for which submission of correlated items have not been received.

Standard of Care

In providing services under this Agreement, the Architect shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement.

Specification of Materials

The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use the construction industry because of presently unknown hazardous and/or defective characteristics. The Client agrees that if any product or material specified for this Project by the Architect shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Architect.

The Client further agrees that if the Client directs the Architect to specify any product or material after the Consultant has informed the Client that such product

or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered hazardous in the future, the Client waives all claims as a result thereof against the Architect. And the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs including reasonable attorney's fees and defense costs, arising in any way from the specification or use of any product or materials which, at any future date, become known or suspected health or safety hazards.

Statutes of Repose and Limitation

All legal causes of action between parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Architect's services are completed or terminated.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Suspension of Services

If the Project or the Architect's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Architect shall be compensated for all services performed, and reimbursable expenses incurred, prior to receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Architect for expenses incurred as a result of the suspension and resumption of its services, and the Architect's schedule and fees for the remainder of the project shall be equitably adjusted. If the Architect's services are suspended for more than sixty (60) calendar days, consecutive or in the aggregate, the Architect may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise in material breach of this Agreement, the Architect may suspend performance of services upon

five (5) calendar days' notice to the Client. The Architect shall have no liability to the Client and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Architect to suspend services, the Architect shall resume services under this Agreement and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension to compensate for the period of the suspension plus any other reasonable time and expenses necessary for the Architect to resume performance.

In the event the Client has paid a retainer to the Architect, the Architect shall be entitled to apply the retainer to cover any sums due from the Client up to the date of suspension. Prior to resuming services after such suspension, the Client shall remit to the Architect sufficient funds to replenish the retainer to its full prior amount.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the architect for all services rendered and all reimbursable costs incurred by the Architect up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Architect not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- * Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
- * Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- * Suspension of the Project or the Architect's services by the Client for more than sixty (60) calendar days, consecutive or in the aggregate.
- * Material changes in the conditions under which this Agreement was entered into, the Scope of Services of the nature of the Project, and the failure of the parties

to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Architect, the Client shall pay the Architect, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Architect in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and other expenses directly resulting from the termination.

written approval of the Architect, and that further requires the Contractor to indemnify both the Architect and the Client from any liability or cost arising from such changes made without such proper authorization.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Architect. The Architect's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Client and Architect agree to require similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

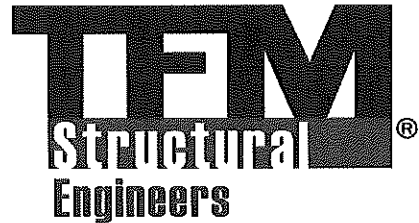
Unauthorized Changes to Plans

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications, or other construction documents prepared by the Architect without obtaining the Architect's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and cost of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents without the prior

Professional **Service Order**



Date: 11/19/2021 Client: Mr. David Jodoin, Town Administrator
Job Name: Pembroke Safety Center Address: Town of Pembroke
Reroofing Study 311 Pembroke Street
Pembroke, NH 03275

Location: 247 Pembroke Street Phone No: 603.485.4747
Pembroke, NH 03275
Project Mgr: Lou Cote Email: djodoin@pembroke-nh.com

The Following Services Will Be Provided:

Structural Services:

1. Provide (1) site visit to view current exterior roof conditions.
 - a. Observations will be limited to viewing extent of snow guards.
2. Analyze existing roof framing for reroofing based upon existing drawings and current Building Code.
3. Prepare a report with sketch as required, sealed and signed.

Assumptions & Responsibilities:

- Proposed fee is for the review of the original 1975 fire station roof and the 2003 addition along the southern side, if additional roofs are to be analyzed then additional fee may be required.
- Existing drawings to be provided to TFM

Exclusions:

- Architectural, Mechanical, Electrical and Plumbing services.
- Meetings and site visits other than those indicated.
- Reinforcing design

The Cost of these Services: \$ 1800

Method of Billing:

x	Lump Sum plus Expenses	\$ 1800
_____	Hourly*, plus Fees and Expenses	\$ _____
_____	Not-to-Exceed*, plus Fees and Expenses	\$ _____

* - See Attached Rate Schedule

I, the undersigned, am fully authorized to sign this agreement on behalf of this client. I understand that by signing this Service Order, I accept it as a commitment to pay for the described services.

Client Name: Mr. David Jodoin

Authorized Signature: _____ Title: _____

Authorized By (Print): _____ Date: _____

Terms: Invoices are payable upon receipt. A finance charge of 1 1/2% per month will be charged on all invoices 30 days and older. Client agrees to pay any costs, plus any attorneys' fees incurred should legal action become necessary to collect any monies due. TFM may stop work without notice if not paid within 45 days. This Agreement shall be governed and interpreted in accordance with the laws and jurisdiction of the State of New Hampshire. This proposal expires 90 days from the proposal date noted above unless extended by TFMoran.

T(603) 472-4488

www.tfmoran.com

T(603) 431-2222

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Property Taxes

Section 72:28-b

72:28-b All Veterans' Tax Credit. –

- I. A town or city may adopt or rescind the all veterans' property tax credit granted under this section by the procedure in RSA 72:27-a.
- II. The credit granted under this section shall be the same as the amount of the standard or optional veterans' tax credit in effect in the town or city under RSA 72:28. A town or city with an existing standard or optional veterans' tax credit under RSA 72:28 prior to August 18, 2016, adopting the credit under this section, may phase in the amount of the all veterans' tax credit over a 3-year period to match the standard or optional veterans' tax credit.
- III. The all veterans' tax credit shall be subtracted each year from the property tax on the veteran's residential property.
- IV. A person shall qualify for the all veterans' tax credit if the person is a resident of this state who served not less than 90 days on active service in the armed forces of the United States and was honorably discharged or an officer honorably separated from service; or the spouse or surviving spouse of such resident, provided that Title 10 training for active duty by a member of a national guard or reserve shall be included as service under this paragraph; provided however that the person is not eligible for and is not receiving a credit under RSA 72:28 or RSA 72:35.

Source. 2016, 217:1, eff. Aug. 8, 2016. 2017, 109:1, eff. June 8, 2017.

TITLE V TAXATION

CHAPTER 72

PERSONS AND PROPERTY LIABLE TO TAXATION

-Property Taxes

Section 72:28

72:28 Standard and Optional Veterans' Tax Credit. -

I. The standard veterans' tax credit shall be \$50.

II. The optional veterans' tax credit, upon adoption by a city or town pursuant to RSA 72:27-a, shall be an amount from \$51 up to \$500. The optional veterans' tax credit shall replace the standard veterans' tax credit in its entirety and shall not be in addition thereto.

III. Either the standard veterans' tax credit or the optional veterans' tax credit shall be subtracted each year from the property tax on the veteran's residential property. However, the surviving spouse of a resident who suffered a service-connected death may have the amount subtracted from the property tax on any real property in the same municipality where the surviving spouse is a resident.

IV. The following persons shall qualify for the standard veterans' tax credit or the optional veterans' tax credit:

(a) Every resident of this state who served not less than 90 days in the armed forces of the United States in any qualifying war or armed conflict listed in this section and was honorably discharged or an officer honorably separated from service; or the spouse or surviving spouse of such resident;

(b) Every resident of this state who was terminated from the armed forces because of service-connected disability; or the surviving spouse of such resident; and

(c) The surviving spouse of any resident who suffered a service-connected death.

V. Service in a qualifying war or armed conflict shall be as follows:

(a) "World War I" between April 6, 1917 and November 11, 1918, extended to April 1, 1920 for service in Russia; provided that military or naval service on or after November 12, 1918 and before July 2, 1921, where there was prior service between April 6, 1917 and November 11, 1918 shall be considered as World War I service;

(b) "World War II" between December 7, 1941 and December 31, 1946;

(c) "Korean Conflict" between June 25, 1950 and January 31, 1955;

(d) "Vietnam Conflict" between December 22, 1961 and May 7, 1975;

(e) "Vietnam Conflict" between July 1, 1958 and December 22, 1961, if the resident earned the Vietnam service medal or the armed forces expeditionary medal;

(f) "Persian Gulf War" between August 2, 1990 and the date thereafter prescribed by Presidential proclamation or by law; and

(g) Any other war or armed conflict that has occurred since May 8, 1975, and in which the resident earned an armed forces expeditionary medal or theater of operations service medal.

Source: 1871, 13:1. GL 54:2. PS 56:4. 1907, 95:1. 1919, 54:1. 1921, 12:3. 103:1. 1923, 68:2. PL 60:26. 1941, 157:1. RL 73:29. 1943, 174:1. 1944, 4:1. 1947, 240:1, par. 29. 1949, 167:1. 1951, 132:1. RSA 72:28. 1955, 289:1. 1963, 49:1. 118:1. 324:1. 1967, 35:1, 2. 219:1, 2. 1971, 303:1. 1975, 282:1. 1976, 42:1, 2. 1977, 61:1. 1979, 288:2. 1981, 215:1. 1989, 64:1. 270:1. 1991, 70:3-6. 1992, 70:3. 1993, 73:3, 10. 262:1, eff. April 1, 1993. 2003, 299:2, eff. April 1, 2003. 2005, 126:1, eff. April 1, 2006.

72-28b

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Property Taxes

Section 72:35

72:35 Tax Credit for Service-Connected Total Disability. –

I. Any person who has been honorably discharged or an officer honorably separated from the military service of the United States and who has total and permanent service-connected disability, or who is a double amputee or paraplegic because of service-connected injury, or the surviving spouse of such a person, shall receive a standard yearly tax credit in the amount of \$700 of property taxes on the person's residential property.

I-a. The optional tax credit for service-connected total disability, upon adoption by a city or town pursuant to RSA 72:27-a, shall be an amount from \$701 up to \$2,000. The optional tax credit for service-connected total disability shall replace the standard tax credit in its entirety and shall not be in addition thereto.

I-b. Either the standard tax credit for service-connected total disability or the optional tax credit for service-connected total disability shall be subtracted each year from the property tax on the person's residential property.

II. The standard or optional tax credit under this section may be applied only to property which is occupied as the principal place of abode by the disabled person or the surviving spouse. The tax credit may be applied to any land or buildings appurtenant to the residence or to manufactured housing if that is the principal place of abode.

III. (a) Any person applying for the standard or optional tax credit under this section shall furnish to the assessors or selectmen certification from the United States Department of Veterans' Affairs that the applicant is rated totally and permanently disabled from service connection. The assessors or selectmen shall accept such certification as conclusive on the question of disability unless they have specific contrary evidence and the applicant, or the applicant's representative, has had a reasonable opportunity to review and rebut that evidence. The applicant shall also be afforded a reasonable opportunity to submit additional evidence on the question of disability.

(b) Any decision to deny an application shall identify the evidence upon which the decision relied and shall be made within the time period provided by law.

(c) Any tax credit shall be divided evenly among the number of tax payments required annually by the town or city so that a portion of the tax credit shall apply to each tax payment to be made.

Source. 1947, 240:1, par. 29-f. RSA 72:35. 1955, 283:1. 1963, 174:1. 1967, 219:6. 1969, 54:1. 1973, 553:1. 1975, 277:2. 1983, 95:1. 1989, 64:3. 1991, 70:17. 1993, 73:6, 7. 2000, 54:1. 2003, 299:8, eff. April 1, 2003.

To: Pembroke Select Board
From: Pembroke Energy Committee
Re: Current Activities and Related Energy Updates

There are three topics upon which we would like to update you this month. Please inform Richard Wengenroth if you would like additional details on any of these topics.

1. Eversource February 1, 2022 electricity rate.

- a. Eversource (Pembroke's default electricity supplier) issued RFPs for NH electric power supply for the period of February 1 – July 31, 2022 on October 28, 2021. Final bids are due on December 7 at 10:00, and Eversource will award the electricity supply contracts no later than 15:00 on the same day. There will be some Public Utilities Commission (PUC) procedural activities culminating December 16. The cost of the electricity supply contracts that Eversource selects on December 7 will drive Pembroke's new electricity rate, taking effect on February 1, 2022. This procedure is completely normal and happens twice per year. We are expecting a significant electricity rate increase this year, tied to the spike in the cost of natural gas, and want to raise it to your attention.
- b. Unitil (default electricity supplier to other NH towns, not Pembroke) follows the same electricity procurement process as Eversource, except their procurement cycles are two months earlier than Eversource. As a result of their procurement process, Unitil's winter rates will be a 60% increase for a household that uses around 650 kWh per month. Unitil customers who used to pay \$112.47 on their bill, for example, can now expect to pay \$180.75, according to an order from the PUC on Friday authorizing the increase. The new Unitil electricity supply rate, 17.5 cents per kWh for residential customers, will go into effect on Dec. 1.
- c. Interestingly, New Hampshire Electric Cooperative (NHEC), which uses an electricity procurement process similar to a Community Power process, has managed to moderate its rate increase to only 17% compared to summer rates. NHEC customers will pay 9.8 cents per kWh as their electricity supply rate this winter.
- d. Article summarizing some of the above: <https://newhampshirebulletin.com/briefs/electric-rates-to-increase-due-to-high-cost-of-natural-gas/>

2. Pembroke Community Power activities:

- a. Three information meetings were scheduled at the Pembroke Town Library (November 8, 12, and 13) to begin providing our town with energy information relevant to NH residents. These first meetings were to provide an introduction to Community Power, including information about electricity generation, NH's electricity markets, projections for the growth of electricity demand in NH, and businesses and organizations serving NH electricity markets. Attendance at these events suggests that we have a lot of work to do to raise our town's awareness of energy topics and opportunities to save money and create some energy performance goals. Additional information meetings will be set up and held in the future, and the Energy Committee is open to any and all ideas on how to better advertise the meetings to increase turnout. Other ideas on how to engage the community to inform and educate them on Community Power are also welcome.
- b. The formation of the Community Power committee is underway, and a Pembroke Community Power committee member role description was drafted and submitted to Town Hall for circulation within Pembroke town staff and committees; volunteers to the Pembroke Community Power committee are welcome.

3. Community Power Coalition NH (CPCNH) activities:

- a. CPCNH incorporated October 1, 2021. Since that date, they have held two member board meetings (October 21 and November 18) as well as established working committees (Finance, Risk Management, Governance, Member Outreach, and Regulatory). Pembroke representative, Matt Miller, is the chair of the Risk Management committee and Pembroke representative, Jackie Wengenroth, is a member of the Member Outreach committee. CPCNH operations launch will happen after NH PUC adopts administrative rules for Community Power Aggregations; rule adoption is expected after April 2022, more likely around Fall of 2022.

- b. A top CPCNH priority is helping member communities (14 currently) progress towards developing their Community Power Plans, obtaining community electricity load data, and getting town and PUC approvals for the Community Power Plans. Additionally, CPCNH is developing its methodology to begin soliciting information for prospective energy portfolio managers, which are companies that perform the operations of energy procurement and risk management, customer support. CPCNH also is interviewing providers of Legal Services, who are needed to set up operations contracts. In parallel it is updating and stress testing its business plans in preparation for a Fall 2022 launch.



November 18, 2021

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

RECEIVED

NOV 19 2021

TOWN OF
PEMBROKE, NH

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2021, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

In addition to the price changes noted on the enclosed Customer Notice, customers subscribing to Performance Starter Internet at \$54.95, which is no longer available for new subscriptions, will receive additional notice of a price change to this service from \$54.95 to \$59.95 per month as part of the letter accompanying their Customer Notice.

Lastly, effective December 31, 2021, NBC Sports Network (NBCSN) will cease operations.

We know you may have questions about these changes. If I can be of any further assistance, please do not hesitate to contact me at Bryan_Christiansen@cable.comcast.com.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government & Regulatory Affairs

Enclosure: Customer Notice

Important information regarding your Xfinity services and pricing

Effective December 20, 2021

Xfinity TV	Current	New
Broadcast TV Fee	\$19.45	\$24.95
Franchise Costs		
Concord	\$.33	\$.37
Hampstead	\$.95	\$1.01
Nashua	\$.15	\$.17
Pembroke	\$.12	\$.13
Plaistow	\$.71	\$.77
Seabrook	\$.24	\$.25
Regional Sports Fee	\$10.75	\$11.85
Choice TV Select	\$30.00	\$32.50
Choice TV Select - with TV Box	\$37.50	\$41.00
Entertainment	\$15.00	\$17.00
TV Box and Remote	\$7.50	\$8.50
TV Box	\$7.10	\$8.10
HD TV Box Limited Basic	\$7.10	\$8.10
HD TV Box and Remote Limited Basic	\$7.50	\$8.50
Service to Additional TV with TV Adapter	\$7.50	\$8.50

Xfinity Internet	Current	New
Performance - Xfinity Internet Service Only	\$80.95	\$83.95
Performance Pro - Xfinity Internet Service Only	\$95.95	\$98.95
Blast! - Xfinity Internet Service Only	\$100.95	\$103.95
Extreme Pro - Xfinity Internet Service Only	\$105.95	\$108.95
Gigabit - Xfinity Internet Service Only	\$110.95	\$113.95

Allenstown, Concord, Exeter, Goffstown, Hampstead, Manchester, Nashua, Pembroke, Plaistow, Salem, Seabrook, Somersworth, Stratham, NH

87732000 (0810, 1260, 1290, 1370, 1380, 1500, 1550, 1580, 1610, 1620, 1630, 1800, 1820)

P457AL22

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES

In our effort to better assist our municipal customers, we are writing once again to provide you with the **emergency reporting procedures** for certain outside plant and service problems.

In the event any **municipal building** experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please follow the steps detailed below:

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES

*(Please note the XOC telephone number listed below **IS NOT** for public dissemination)*

- **STEP 1** Call **1-877-359-1821** (24/7 – XOC)
- **STEP 2** Select **Option # 1** - Municipalities, Utilities, Police & Fire
- **STEP 3** Prompted for Reason for call:
 - Option # 1 - Down Wires (will be prompted to enter zip code)
 - Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4** Speak with Rep. and **obtain job reference #**

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week. ***Once again, please note this telephone # IS NOT for public dissemination.***