

AGENDA
BOARD OF SELECTMEN
February 2, 2022 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Public Hearing – Proposed \$1,300,000 Roadway improvement and reconstruction project bond
 - b. Adoption of Hazard Mitigation Plan
- IV. OLD BUSINESS:
 - a. Intermunicipal Agreement
- V. NEW BUSINESS:
 - a. Manifest/Abatements
 - b. Minutes 1//19/22; 1/26/22; Non public 1/19/22;1/26/22
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. Non Public Session in accordance with RSA 91-A:3 II (b) The hiring of any person as a public employee
- X. ADJOURN

1 PLANNING PROCESS

The Town's Hazard Mitigation Committee reformed to rewrite the Plan into a more concise format and to incorporate the newest material required by FEMA in addition to updating the Town's newest information since 2017. This Planning Process Chapter contains information previously available in the Introduction Chapter of the **Plan Update 2017**. Expanded public participation steps were taken and a new plan development procedure was used as documented in the Methodology section.

Certificate of Adoption, 2022

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

A Resolution Adopting the Pembroke Hazard Mitigation Plan Update 2022

WHEREAS, the Town of Pembroke has historically experienced severe damage from natural hazards and it continues to be vulnerable to the effects of the hazards profiled in the **Hazard Mitigation Plan Update 2022** including but not limited to flooding, high wind events, severe winter weather, and fire, resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Town of Pembroke has developed and received conditional approval from the NH Homeland Security and Emergency Management (NHHSEM) for its **Hazard Mitigation Plan Update 2022** under the requirements of 44 CFR 201.6; and

WHEREAS, public and Committee meetings were held between **April 2021** through **November 2021** regarding the development and review of the **Hazard Mitigation Plan Update 2022**; and

WHEREAS, the **Plan** specifically addresses hazard mitigation strategies, and Plan maintenance procedures for the Town of Pembroke; and

WHEREAS, the **Plan** recommends several hazard mitigation actions (projects) that will provide mitigation for specific natural hazards that impact the Town of Pembroke with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, adoption of this Plan will make the Town of Pembroke eligible for funding to alleviate the effects of future hazards; now therefore be it

Town of Pembroke, NH Hazard Mitigation Plan Update 2022

1 PLANNING PROCESS

RESOLVED by Town of Pembroke Board of Selectmen:

The **Hazard Mitigation Plan Update 2022** is hereby adopted as an official plan of the Town of Pembroke; The respective officials identified in the mitigation action plan of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;

Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution; and

An annual report on the progress of the implementation elements of the Plan shall be presented to the Board of Selectmen by the Emergency Management Director or designee.

IN WITNESS WHEREOF, the undersigned have affixed their signature and the corporate seal of the Town of Pembroke this 2nd day of February 2022.

Board of Selectmen

Ann Bond, Chair date

Richard Bean, Vice Chair date

Peter Gagyi, Member date

Sandy Goulet, Member date

ATTEST

Karen Yeaton, Member date

SEAL

Town Clerk

James F. Goff, Town Clerk

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 fourteen (14) 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 14 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 fourteen (14) 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.
- 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 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:

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: _____

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
January 19, 2022 at 6:30 PM**

DRAFT,

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

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Ann Bond called the meeting to order at 6:31pm.

II. Citizens Comment:

None.

III. Scheduled Meetings:

Public Hearing – Proposed \$1,300,000 roadway and reconstruction bond

David Jodoin shared VJ Ranfos at Public Works delivered letters to residents on Main Street notifying them of this meeting.

Selectman Yeaton asked if there was a final decision made about the placement of the sidewalks. Mike Vignale, Town Engineer, answered they will be on both sides of the road.

Selectman Gagy asked for a quick overview of the project since he was not on the Board when this was discussed.

Mike explained the project will be a full depth reconstruction of 1,700 feet of Main Street starting at Broadway and ending around Terrace Lane. Currently, the road is 26-feet wide with narrowing around the corner. The road will be reconstructed to a consistent 30-foot width. A new drainage system, new water line, and new granite curbing on both sidewalks will be installed. The utility poles will be relocated to the other side of the street from where they are currently.

Selectman Yeaton asked if the construction phases or traffic management plans have been developed. Mike answered there will be one-lane road at times and there will also be a need for a detour at other times. Since there are ample ways around the project, having the road shut down will make it go quicker.

Selectman Bond opened the public hearing at 6:35pm.

Gerry Fleury, 21 Kimball Street, shared concerns for the interruption in power and internet connectivity when the utility poles are being moved. Mike explained the utility companies will build the infrastructure and then move the line so the disruption will likely be minimal.

Amy Doyle, 178 Main Street, stated there are no street lights on Main Street and is that something that will continue with the new infrastructure. Selectman Bond stated the Selectman voted to only place town street lights at intersections.

Maranda Twombly, 178 Main Street, asked for the timing of installing the new telephone poles. Mike explained the utility companies are going to wait until the project has secured an approval vote and funding and they will move forward.

Selectman Bond closed the public hearing at 6:39pm.

David Jodoin shared there will be another public hearing the first week in February and it will be on the 2022 Town Warrant.

Selectman Yeaton asked if the bond includes the Sherwood Meadows project. David explained the way the warrant article is written, the \$1,300,000 is for roadway construction and improvements. The money will go to the Main Street project first and if there is anything left, it will go to Sherwood Meadows. The bids for Main Street are due back Friday and the final costs for Sherwood Meadows won't be known until they open the bids. The goal is to do both.

Public Hearing – Town Code Revisions Chapter 185 and Rescission of Chapter 184

David explained this Town Code Chapter covers the OHRV restrictions on Class VI Highways. The changes have been reviewed and signed off on by the Police Department, Conservation Commission, and Legal Counsel. The signs for the Range Roads will be adjusted once this revision is approved.

Selectman Bond opened the public hearing at 6:42pm.

Since there were no questions, Selectman Bond closed the public hearing at 6:43pm.

Selectman Goulet made a motion to approve Town Code Chapter 185 as presented and to rescind Town Code Chapter 184. Selectman Yeaton seconded the motion. Motion passed 5-0.

IV. Old Business:

Finalize Clock Warrant Articles

Article 11 shall the town continue its long-term lease agreement with the owner of the building located at 116-122 main street that houses the town clock? Estimated

repairs for the clock will be in excess of \$100,000 over a five-year period, and would require additional funding in succeeding years of \$30,000 annually, to be deposited into the Town Clock Capital Reserve Fund. If the Town votes in favor of this article we will then proceed to the following item.

Article 12 – To see if the Town will vote to raise and appropriate the sum of \$74,340 for repairs to the Town Clock Tower and mechanism, and to fund this appropriation by transfer of that amount from the undesignated Fund Balance as of December 31, 2022.

David explained when CIP heard the five-year plan for the work on the clock it totaled well over \$100,000. David asked Public Works to contact the contractor to see what the cost would be to do it all at once and the cost was brought down to \$74,340. An additional \$30,000 would go into the capital reserve fund annually in order to save for continual maintenance going forward in 2023. If article 11 gets defeated then article 12 is tabled. The Selectman decided to move forward with the articles as written for both article 11 and 12.

V. New Business

There has been discussion at Budget Committee surrounding the potential for a statistical update and what it could do to the tax rate in 2022. Properties are selling for far more than they are assessed for here in Town. Some \$125,000 to \$200,000 more. The recertification could lead to dramatic increases on the second half tax bill for all residents. Right now, the complete town wide revaluation is due in 2024. 2023 is a recertification year where they send information out for items like elderly exemptions and war service credits. The Town's ratio is getting close 70% when it should be 90-110% which would typically require a statistical update of residential properties. David reached out to NHDRA to see if they can do a revaluation and recertification together in 2023 and then do them together every five years from that point forward rather than doing a statistical update in 2022, recertification in 2023, and a full reval in 2024. NHDRA responded if the Board chooses to, they do not need to do the updates this year and they can do both next year. It will give the market the opportunity to hopefully calm down a little.

Selectman Goulet, Selectman Gagy are in favor of waiting. Selectman Yeaton is in favor of waiting and also questions if the market continues to go up, is there any risk. David answered the Town will end up in the same result either way so there isn't any risk.

Mark LePage stated it is better to have one hit that everyone feels and everyone can be aware of rather than different parts of town over several years. It will also give the State some time to think about this unique situation. Gerry Fleury discussed the cost shift from commercial onto residential if we did a revaluation this year.

Selectman Bond agrees in doing it next year rather than splitting it out over the years.

Board consensus was to wait until 2023.

VI. Non-Public Session:

Selectman Goulet made a motion to enter into non-public session in accordance with RSA 91-A:3 II (b) Hiring Public Personnel, seconded by Selectman Bond at 7:10pm

Roll Call Vote:

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

The Board came out of non-public session at 7:50 PM

Manifests/Abatements

Selectman Goulet made a motion to accept the manifests and abatements as presented. Selectman Yeaton seconded the motion. Motion passed 5-0.

Minutes - 12/15/21 and 12/29/21

Selectman Goulet made a motion to accept the minutes of December 15, 2021 as presented. Selectman Yeaton seconded the motion. Motion passed 4-0. Selectman Bond abstained.

Selectman Goulet made a motion to accept the minutes of December 29, 2021 as presented. Selectman Yeaton seconded the motion. Motion passed 4-0. Selectman Bond abstained.

VII. Town Administrator Report:

VIII. Committee Reports:

Selectman Bean – None

Selectman Gagy – Discussed the Zoning articles that were finalized by the Planning Board.

Selectman Yeaton – Discussed the Budget meetings and also what is happening with the Energy Committee.

Selectman Goulet – None

Selectman Bond – None

IX. Other Citizen Comment:

None

X. Adjourn:

Selectman Goulet made a motion to adjourn at 8:20 PM. Selectman Bean seconded the motion and it was approved unanimously.

Ann Bond, Chairman

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

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
January 26, 2022 at 6:30 PM**

Present: Selectman Richard Bean, Selectman Sandy Goulet, Selectman Peter Gagy, Selectman Karen Yeaton

Absent: Selectman Ann Bond

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Richard Bean called the meeting to order at 6:32pm.

II. Non Public Session in accordance with RSA 91-A:3 II (b) The hiring of any person as a public employee

Roll call Vote:

Selectmen Yeaton	Yes
Selectmen Goulet	Yes
Selectmen Bean	Yes
Selectmen Gagy	Yes

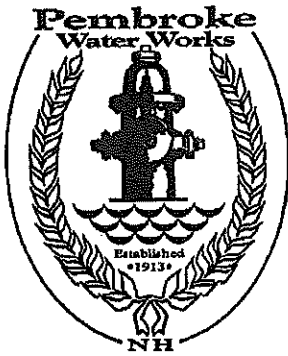
III. Adjourn:

Selectman Bean – None

Selectman Goulet made a motion to adjourn at 8:36 PM. Selectman Yeaton seconded the motion and it was approved unanimously.

Richard Bean, Vice 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.



Pembroke Water Works

346 PEMBROKE ST. PEMBROKE, NEW

HAMPSHIRE 03275-3236

TELEPHONE (603) 485-3362

FAX (603) 485-1956

Pembroke Selectmen

311 Pembroke St.

Pembroke NH, 03275

January 25, 2022

RE: Emerging Contaminants update

The Pembroke water Works would like to provide the following update for ongoing investigations into emerging contaminants. In December of 2016 we were approached by a member of New Hampshire Department of Environmental Services. The individual was looking into per and poly-fluorinated substances in New Hampshire commonly known as PFAS. PFAS are man-made chemicals used in a wide variety of products since the 1940's. These products include: stain resistant carpeting and furniture, non-stick cookware, water resistant clothing, cleaning products, adhesives, paints and firefighting foams among many other products. NHDES had concerns with two of our well locations at the time given the close proximity to the Concord municipal airport for our Rte. 3 well location and the New Hampshire Fire academy for our rte. 106 well. NHDES requested they sample the two wells at the rte. 3 location and the Rte. 106 well for these substances. The sample for the Rte. 106 location came back non-detect for all substances. The Rte. 3 location showed four of the 32 compounds detectable which are pfoa, pfos, pfhxs and pfbs. These levels are reported as ppt or part-per trillion. For example 1 ppt would be 1 gallon of the compound per 1 trillion gallons produced. The well with pfas produces on average 32 million gallons annually or 13% of the total annual production. The most prevalent of the four detections is the pfos which was 16 ppt. EPA did not set standards for PFAS until 2017 and they were set to 70 ppt which is still EPA's standard today.

The Water Works chose to continue to monitor for PFAS at all three location on a quarterly basis. These levels went away by July of 2017 with only a spot trace until July of 2018. At this point we were in a moderate drought similar to 2016 when we were in a severe drought for an extended amount of time. We went from non-detect for a year to a spike of pfos to 19 ppt. The levels bounced around at this point dropping down to 7 ppt and going back up to 15 ppt by January of 2019 and dropping again down to 8 ppt by October of 2019. In June of 2019 NHDES set new standards for PFAS which was 15 ppt for pfos. They required 4 quarterly rounds of samples be taken at every well. If we had higher levels than 8 ppt we would then have to test that well on a quarterly basis, less than 8 ppt but detectable would be annually. We did our first two rounds of the samples which came back at 8 ppt each. In the meantime NHDES faced a Sate injunction on 12/31/2019 for the standards being set so far below the EPA standard of 70 ppt. The remaining 2 quarterly samples were suspended until after the Merrimack Superior Court injunction. We chose to continue with the sampling and provide the results to NHDES regardless. As we had before with the two previous spikes we had another drought condition in 2020 and a resulting spike in pfos on the last

two samples of 14.4 and 19.2 ppt. Shortly after the injunction was settled and the new NHDES standards were set with all our samples being submitted and one in exceedance of the new standard. This was not a violation as it was preliminary monitoring period to set sample schedules. However we chose to continue monitoring at our quarterly schedule and to begin looking into the source of PFAS with our Hydrogeologist Emery and Garrett groundwater (EGGI) in June of 2020 two months prior to the last quarterly sample of 19.2 ppt taken on 8/19/2020.

EGGI began the groundwater investigation in November of 2020 by taking a look at potential contamination sources (PCS) around the Rte. 3 wells and setting up a test well monitoring map with the wells we already have in place. The only PCS in Pembroke was determined to be Dirt Doctor's located on Keith Ave. We requested permission to sample the two monitoring wells at this facility which was granted and EGGI sampled and found to be at the same levels we were seeing in our production wells. This indicated they couldn't be the source given the small amount of water in this area compared to the aquifer they would have to have significantly higher levels to be the source; we also sampled a test well between our productions well and Dirt Doctors which came back non-detect showing the groundwater flow was not coming from that direction. The next round of sampling was done on the Concord side of the Soucook river on our property south of Concord Nissan. This area was Pembroke's original well from 1949 known as Concord #1 that is no longer in use. We also have two test wells on that property near the old production well between the two current production wells. The old #1 production well had slightly higher results than our rte.3 #2 well. The test well which was drilled to 30' about half the depth of the production well, showed levels of 63 ppt. This was a clear indication that the source was on the Concord side in the area to the North or Northwest of our Rte. 3 production wells and more prevalent in the upper groundwater. Test results take about three weeks to get back from the lab so we were in Mid-December at this point in 2020. In the meantime NHDES set our sample schedule for the Rte. 3 #2 well with the pfos detections to quarterly sampling which was the same schedule we had already had for four years. By mid-January of 2021 EGGI had submitted the test well reports to NHDES. The only known contamination source to the North of our Rte. 3 well field that is relatively close is the old Concord landfill located on Old Suncook Rd. adjacent to Sanel Park. This location is already being monitored by NHDES with routine sampling. NHDES reviewed the report and got back to us on 2/2/2021 saying they had no smoking guns with regard to that location being the source or primary source of PFAS. This location has a more prevalent contamination of pfoa than it does pfos indicting it is less likely the source. This location is well out of our wellhead protection radius which means the source of PFAS could be further away and could take up to 50 years to migrate to the wells given the distance. The only other known sources nearby are the State Fire Academy located on Smokey Bear Boulevard which is much closer to our Rte. 106 well and the Army National Guard facility in Concord adjacent to the municipal airport and Northeast of our Rte.3 Well location, also closer to our Rte. 106 well. To this point one sample picked up pfos at 6 ppt in July of 2017 in the Rte. 106 sampling and has not popped up again since. On 2/22/2021 I met with 4 members of NHDES and EGGI to discuss the current situation and how to proceed with the groundwater investigation. During the meeting we were informed by NHDES we could no longer pursue the source of contamination given that the source is potentially unknown and would require costly legal issues obtaining permission to setup test wells on privately owned property to continue investigations. NHDES informed us if we chose to do so they couldn't support our efforts and it could end up costing us more time and money to pursue and still never get a smoking gun to the source given the wide range of uses and the potential for multiple sources making it very difficult to narrow it down to one primary source. In the meantime however NHDES did their own PCS review of areas around the wells including a general inquiry with the Concord Municipal airport and any potential event that could have been the cause. I did a follow up review with Pembroke and Concord Fire Department's for any potential major events that may have taken place near this location with no known events coming up.

At this point the levels of pfos in the #2 well had been between 12.6 and 14.3 ppt. During the discussion with NHDES on 2/22/2021 they recommended a blending of the two wells at the Rte. 3 location given the #3 well at this location was non-detect at the time for any pfas compounds. This was an easy computer software change given the recent upgrades to pumping equipment we had done at all locations. The change was made the next day to begin blending the two wells and reduce the levels to 9 ppt immediately. The reason we don't have the pfos in the #3 well or have at least small detections is because the #2 well is closer to the source and by running that well it actually keeps the contaminants from entering the #3 well. If we chose to stop using the #2 well we would pull the pfos into the #3 well. Given this we chose to do a 45-55% blend keeping everything contained to the #2 well. We also began reducing pumping levels from the Rte. 3 location and began increasing pumping from the other three wells in the system. The concern with this approach is that we know the Fire Academy has high surface water levels of PFAS and the more we pump the Rte. 106 well the higher the potential for pulling contaminants into the well. This creates a balancing act of maintaining safe levels per NHDES standards and not contaminating the Rte. 106 well. Given this the current blending scenario is considered to be a short term solution so we began looking into long term alternatives with Underwood engineers beginning in March of 2021.

Underwood looked at alternatives to the Rte. 3 well location to determine the most cost effective solution to mitigate the pfos in the #2 well. These alternatives include: treatment of the water through a self-contained plant onsite, interconnection with the City of Concord to blend or offset demands with Concord water, replace the Rte. 3 wells with new wells, further blending with our Rte. 106 well included and purchasing the old Concord water supply off Rte. 106 on North Pembroke Rd. in Pembroke. This alternative evaluation took some time to put together but we received the preliminary report in November and Underwood presented the report at the Water Works regular meeting in November 2021. This report did not give us a clear definitive avenue to mitigate the issue. Blending with Rte. 106 became too costly and risky. Replacing the wells became too costly because of the output of these two wells could potentially require three wells to replace and the time to do this could extend too long. Onsite treatment was thought to be the best option however upon reviewing this location also has Manganese in the #2 well which would need to be removed prior to pfas treatment and is more costly to treat than pfas. The recommendation from Underwood is to pursue an interconnection with the City of Concord to blend the water with the Rte. 3 location and reduce pumping levels further. They also recommend at that point looking for another source away from this location to add to existing wells. Given the groundwater investigation we did with EGGI, we qualify for NHDES funding from the pfas fund. NHDES has covered the cost of the study completed by Underwood and we are eligible to apply for remediation funding for the potential interconnection. A copy of the report has been provided to the Town and outlines the costs with these alternatives which are significant. The pfas fund is a low rate loan with potentially 30% being covered by NHDES funds and the remainder part of the loan. Other funding opportunities are coming down as well showing that now is the time to move forward with alternatives. When we began blending the Rte. 3 wells in February we also began sampling that location on a weekly basis to monitor changes. The current sampling shows levels of 7 ppt for pfos. We are currently waiting on a letter from Underwood to submit a formal request to City of Concord officials for interconnection of the two water systems as well as an updated public notification fact sheet to go out to consumers. We are also looking to do another groundwater study with EGGI to setup a safe pumping level well yield for the Rte. 3 location with the information we have obtained based on pumping levels and detection level changes. The more we can reduce the pumping from this location the more we can lower the levels. If we turned the wells off in our scenario the pfas would go away, if we can find a safe pumping level we can reduce pumping to the point we can provide little to no pfas into the system. In order to do this we need to offset the consumption somewhere else. Although we have been looking into this issue and monitoring mainly by our own choosing, we for much of that time had the

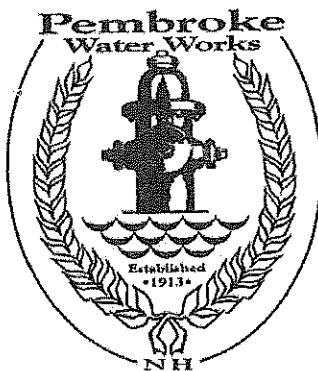
understanding the safe levels per EPA standards of 70 ppt were the limits we would be dealing with. The readings we saw from either non- detect to 8 ppt meant we were well below those standards. The levels that came out from NHDES came out at the same time we had a spike in readings and completely changed the scenario we had been looking at. In addition when we talk about parts per trillion this is a very small amount of a contaminant when most everything we test for is based on parts per million. I realize this is a lot of information at one time and may generate some questions so please feel free to forward those questions along. I can provide updates to this after each monthly Water Commission meeting if this seems sufficient to your needs.

Sincerely,

Matthew Gagne

Superintendent

Pembroke Water Works



Pembroke Water Works

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RECEIVED
JAN 21 2022
TOWN OF
PEMBROKE, NH

Please Help Protect Pembroke Water

Dear Homeowner, Resident, or Business Owner:

I would like to ask for your cooperation in helping to ensure safe drinking water for yourself and for the Pembroke Water Works water system. The Pembroke water system participates in a program at the N.H. Department of Environmental Services (DES) that requires the water supplier to implement a source protection program to prevent drinking water sources from becoming contaminated. Once a source becomes contaminated, it is very costly and sometimes impossible to correct. Therefore, I am writing to you because your property is located in the Source Water Protection Area (SWPA) for this water system as delineated by DES. The SWPA is the area from which water – and any contaminants – are likely to flow to the water system's well water source. Furthermore, even if your property is not served by this public water system, the water from the SWPA might flow to your well too.

You are probably already aware that certain activities on your property can affect the quality of groundwater. Most people who have septic systems are aware that their septic system discharges to the ground and thus to groundwater. Similarly, any gasoline, motor oil, paint, garden chemicals, lawn chemicals, or other household chemicals that are spilled, sprayed, spread, or dumped onto the ground can make their way into groundwater. Because your property is within the SWPA for a public water system, activities on your property that affect groundwater can also affect the public water supply. And if your property uses an on-site well, your own water supply can be affected.

Fortunately, you can minimize the likelihood of groundwater contamination by following a few simple guidelines. Please take time to review and follow the instructions on the enclosed pamphlet, and make sure all family members, residents, or employees are aware of them. By following these tips, you can help minimize the potential for contamination of groundwater, your drinking water supply, and the public drinking water supply.

We need your help to protect this valuable source of drinking water. The management and users of this public water supply appreciate your cooperation. If you have any questions about this letter, about the enclosed pamphlets, or about the protection of groundwater and drinking water, please contact us at our office or by phone between 9am and 3 pm. You may also contact the Drinking Water and Groundwater Bureau at DES at 603-271-2513 for additional information.

Sincerely,

Matthew Gagne
Superintendent
Pembroke Water Works

Where does your drinking water come from?

Your drinking water comes from groundwater or surface water. Groundwater is the water that flows through the spaces between soil particles and through fractures in rock. It comes from rain and snowmelt percolating through the ground. Surface water comes from rainfall and snowmelt running over land and from *groundwater* seepage into lakes, rivers and reservoirs.

Why should you be concerned?

While some pollutants, such as bacteria, viruses and phosphorus, can be reduced by passing through soil under certain conditions, groundwater can be easily contaminated by chemicals and oils. Surface water is also affected by soil and pollutants picked up as water flows over land.

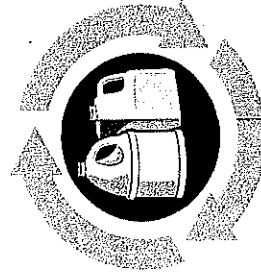
Keep Household Hazardous Wastes

Out of your Drinking Water! Such as ...

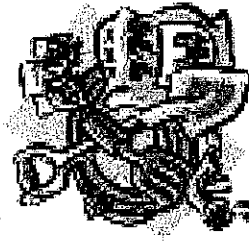
Automotive Fluids • Auto Batteries • Used Motor Oil
Oil-Based Paint • Paint Thinner • Antifreeze
Pesticides • Cleaning products • Gasoline

DO –

- Use non-toxic and less-toxic alternatives to pesticides and household chemicals.
- Take leftover household chemicals to your town's household hazardous waste collection day.
- Follow package directions on pesticides, fertilizers and other household chemicals.
- Check your underground fuel storage tank (UST) frequently for leaks. If a UST is more than 20 years old, replace it with an aboveground storage tank that has a concrete slab underneath it, a cover and secondary containment.
- Take care of your septic system. Inspect it every year and get it pumped out every 3-5 years.
- Avoid damage to your leach field and distribution lines by keeping vehicles, livestock and other heavy objects off of them.



- Test soil every two years to determine existing nutrient levels and pH before applying fertilizers.
- Use slow or controlled release nitrogen sources of fertilizer.
- Measure the area of your lawn to be fertilized to determine how much to use and calibrate or adjust spreader settings to match the recommended rate for fertilizers.
- Use drip pans large enough to contain motor vehicle or power equipment fluids being replaced or drained.
- Fully drain oil over a drip pan or pail before disposal. Most solid waste transfer stations accept used oil filters for recycling. Store and transport used oil filters in a covered leak-proof container until disposal.
- Keep absorbent materials such as rags, pads, "Speedi-Dry" or kitty litter near the work area and clean up all spills as soon as they occur.
- Dispose of all used absorbents immediately in a leak-proof container.
- Refuel or repair engines over an impervious surface, such as a concrete floor or tarp.
- Drain all fluids from motor vehicle parts before removing them from the vehicle.
- Follow medicine disposal guidelines described at www.nh.gov/medsafety.



DON'T –

- Buy more pesticides or hazardous chemicals than you need.
- Dispose of hazardous chemicals by pouring them down the drain or onto the ground.
- Over-use pesticides or household chemicals. More is not necessarily better.
- Have your UST removed by a contractor who is not familiar with state guidelines for UST removal.
- Overload your septic system with solids by using a garbage disposal, unless the system is specifically designed for one.
- Pour chemicals down the sink or toilet.
- Use septic system cleaners or additives containing acids or chemical solvents such as trichloroethylene (TCE).
- Use fertilizers if heavy rains are anticipated as the nutrients will be flushed from the lawn into drains and low areas.
- Apply fertilizers within 25 feet of most lakes and streams.

Is Gasoline Contaminating Your Drinking Water?

Gasoline is one of the most dangerous products commonly found around the home, yet people often store and use it with little care. Some of the chemicals in gasoline have been found in drinking water with increasing frequency, including benzene, toluene and MtBE (Methyl t-Butyl Ether), which is *easily dissolved in water* and is a possible carcinogen. Even a gasoline spill as small as a gallon can contaminate your drinking water wells or a public water supply.

To Protect Your Drinking Water from Gasoline

Avoid Spilling Gasoline on the Ground, Especially Near Wells

- Don't drain gasoline from lawn mowers, snow blowers, etc. onto the ground.
- Don't burn brush with gasoline.
- Don't top off your fuel tank.
- Keep refueling and engine work away from water supply wells, and if possible, over a concrete floor or similar barrier. Immediately clean up any gas or oil spills.

Avoid Spilling Gasoline in Lakes, Ponds and Rivers

- Keep special gasoline-absorbing pads on your gas-powered boat and know how to use them.
- If you own a larger boat, make sure it has no-spill tank vents.
- Fill portable tanks from outboard boat engines on shore.
- Refuel snowmobiles and ice augers on shore; do not take gasoline storage tanks onto ice-covered ponds.

Store Gasoline Properly

- Use a clearly labeled container made for gasoline and with a spout to avoid spills.
- Keep gasoline containers in a dry, well ventilated shed or detached garage away from water supply wells. Don't keep metal gasoline cans on a dirt floor for extended periods.

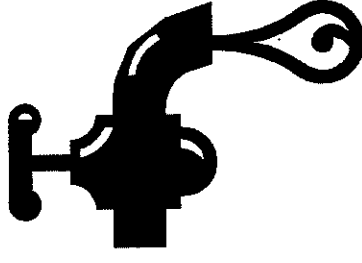
Dispose of Waste Gasoline Properly

- Handle old or dirty gasoline as hazardous waste. Bring it to a household hazardous waste collection center in a proper gasoline container.

If a spill occurs: For any size spill that is not immediately cleaned up, first contact your local 911 responder or fire department, then call the NHDES emergency spill number at (603) 271-3899 (Mon-Fri, 8-4), or weekends and evenings at (603) 223-4381 (NH State Police).

Revised May 2020

Got Clean Drinking Water?



It's up to you!

*The DOs and DON'Ts for Maintaining
Clean Drinking Water*



For more information, please contact the Drinking Water Source Protection Program at (603) 271-2862 or visit our website: <https://www.des.nh.gov>



January 19, 2022

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

RECEIVED
JAN 24 2022
TOWN OF
PEMBROKE, NH

Dear Chairman and Members of the Board:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you that on March 22, 2022, the following channel changes will occur:

- Afro will only be available in HD; Afro HD will move from Digital Preferred to Expanded Basic and Entertainment remaining on ch 1623.
- Kids Street HD will be added to Expanded Basic and Kids & Family ch 1772.

HD channels require HD Technology Fee and X1 TV Box or compatible customer owned device.

Customers are receiving notice of this information in their bill. Please feel free to contact me at **Bryan_Christiansen@cable.comcast.com** should you have any questions.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs