

AGENDA
BOARD OF SELECTMEN
October 18, 2023 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Ammy Heiser – Survey bids – Beck property
 - b. Ammy Heiser – Discussion on Phelps Donation
 - c. Chris Gamache Tri Town EMS Director – 2024 Pembroke EMS Budget
- IV. OLD BUSINESS:
 - a. Any other questions on 2024 Budget proposals
- V. NEW BUSINESS:
 - a. Manifest/Abatements
 - b. Minutes 10/4//23
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN

H.H. Amsden & Sons
Land Surveyors, Planners & Boundary Consultants
103 Francestown Road
Greenfield, New Hampshire 03047

rnsresearch@comcast.net

617-905-3531 (Cell)

Pembroke Conservation Commission
311 Pembroke Street
Pembroke, NH 03275

September 1, 2023

harungal@msn.com 603-568-0021

Survey of Map 565, Lot 0081-00C – 444 Pembroke St., Pembroke, NH– See attached EXHIBIT A

Dear Members of the Commission,,

The following constitutes our proposal to perform services related to the above-cited parcel of land for a cost of **\$5,300.00**.

1. Field survey of the 7 extreme corners as shown on EXHIBIT A via EDM or by a robotic instrument used only in the EDM mode.
2. Permanent metal monumentation for survey traverse stations.
3. Permanent ownership by the Commission of the field book used in the survey.
4. Permanent ownership by the Commission of hard copies of all computations and plans generated.
5. Preparation of a preliminary plan showing the results of the survey

The following are specifically excluded from this proposal:

6. Costs associated with the resolution of vague or disputed property corners.
7. Cost of setting suitable monuments at newly created, missing or obliterated lot corners.
8. Costs associated with the purchase and recording of a mylar copy of our final plan.
9. Preparation of applications, attendance at municipal board meetings and any additional costs associated with fees, wetland or other environmental studies and municipal /NHDES or site review requirements.

NO OTHER SERVICES ARE PROVIDED BY THIS CONTRACT

If these terms meet with your approval please sign and return a signed copy of this proposal to the above address and a check payable to "**HENRY AMSDEN**" in the amount of **\$4,000.00**. The amount of **\$1,300.00** is due and payable upon presentation, to you, of the preliminary plan at completion of PHASE I as described in the accompanying letter.

**THIS PROPOSAL WILL BECOME VOID 30 DAYS AFTER
THE ABOVE DATE IF NOT EXECUTED VIA SIGNED
COPY AND RETAINER RECEIVED FROM THE CLIENT.**

Please advise if there are any questions regarding this proposal.

Sincerely yours,



Henry H. Amsden

Chairperson, for the Commission

Date

Concord

EX. (A)

Country Club

CONSERVATION AREA

THE "BECKY" KILL

565-61-B
2-9620-277

PK 20190000589

Meetinghouse Brook

Meetinghouse

Bow

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Greenfield, New Hampshire 03047

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617-905-3531 (Cell)

Pembroke Conservation Commission
311 Pembroke Street
Pembroke, NH 03275

September 1, 2023

Re: Proposed survey of the 'BECK' lot, Pembroke St., Pembroke, NH

Members of the Commission:

Enclosed is a copy of my letter, dated June 29, 2023.

Since the Town of Pembroke has no foreseeable interest in subdividing land held in perpetuity, a survey of the "Beck" parcel is distinct from ordinary developmental issues. Rather, the Town is responsible for its management, as noted in the 06/29 letter.

The "Beck" property involves some 10-11 abutting plans, each of which contains its own north orientation and data base. The perimeter appears to have some 40 or more legally viable points. One area is based on a 1950 plan.

I believe it is in the Town's interest to have legal evidence for the location of each of the perimeter points designated as:

- a) **"HELD"**, i.e., found at or sufficiently near its originally intended location-
- b) **"NOT HELD"** if found in a variant location-
- c) **"NO CORNER FOUND"** and documented as missing.

The costs for estimating a survey of 30 acres is a straightforward matter. However, the additional labor cost for finding, locating and documentation of multiple perimeter point is a significant unknown. Thus, I am submitting this proposal in two phases.

PHASE I - \$5,300

- a) Field survey of the perimeter as described in # 1-5 on the enclosed proposal -
- b) Preparation of a plan showing the results of the survey. This plan can be recorded if the Town decides to do so at this point. Ideally, recording would take place after PHASE II of the project.

PHASE II - estimated cost, \$4-6K

- a) Detailed data collection of existing monumentation and adjacent structures near the apparent corner, utilizing both the EDM and robotic features of our current LEICA instrument -
- b) Revision of the perimeter plan, incorporating all features above -
- c) Completion of # 3-5 as outlined in the enclosed proposal.

Properly executed, the records retained by the Town should enable any future surveyor to replace any missing or disturbed monument, using legal evidence for issues then encountered.

Cordially,


Henry Amsden

H.H. Amsden & Sons
Land Surveyors, Planners & Boundary Consultants
103 Francestown Road
Greenfield, New Hampshire 03047

rnsresearch@comcast.net

617-905-3531 (Cell)

Pembroke Conservation Commission
311 Pembroke Street
Pembroke, NH 03275
Re: Proposed principles for municipal land surveys

June 29, 2023

Dear Members of the Commission,

A friend once stated to me that "what is everybody's business can become nobody's business", and I suppose she was referring to the issue of management, whether of the affairs or the property of any government body. But property to which a town has title carries a unique feature in that town forests, conservation areas and the like, once acquired, may never be subdivided. Once my colleagues survey any lot of significant size for private parties we can collect the fee and then "lose our bearings" since some future 'angle-turner' may well be tasked with further dismemberment of the tract.

Not so the "Stony Brook" lots which the Commission seek to manage.

First – these parcels do not (to my knowledge) have a complete boundary survey – theoretically, the perimeters of each could be graphically displayed by assembling all the adjoining subdivided surveys. However, each time a problem arises with any abutting land-owner the relevant surveyor might try to recover the stakes (too often of wood), the original field notes and records of the original surveyor of the affected area. In my experience this is too often futile and...always expensive for the client. To date I see no substitute for a unique, properly surveyed and recorded plan of any municipally owned tract of land.

Second- There is no reason why the latter proposal need be continually, generationally, repeated:

- a) Perform the field work using metal monuments for the survey stations and drive them subsurface-
- b) Employ only "angle-distance" instruments rather than robotic complexity-
- c) Record all field work in a standard field book. Survey notes are legally competent documents-
- d) Give the field book itself and hard copies of all relevant computation, sketches, deed copies and plans to the municipality for permanent possession.
- e) Record the final plan.

Third- A future surveyor, called to check or replace a questionable boundary monument, need only consult the field book and, if necessary, replace the monument using the control traverse. The traverse points should be indefinitely recoverable.

Note that the original traverse line can be brushed and widened as needed and this path, which fully circumnavigates the entire lot, can be perambulated (walked!) at will. Attempts to enter the town land should be visible from this path.

These latter suggestions are incorporated in the proposal for the Nadine Road area and will appear in similar future projects which we might present.

Cordially,

Henry Amsden

J.E. BELANGER LAND SURVEYING P.L.L.C.

61 Old Hopkinton Road
Dunbarton, New Hampshire 03046
Phone number (603) 774-3601
Email: jacques@belangersurvey.com

August 22, 2023
Ammy Heiser
Pembroke Conservation Commission
311 Pembroke St.
Pembroke NH

Re: Boundary Survey tax map lot 565-81-C

Dear Mrs. Heiser

Thank you for considering us for the survey of the above referenced lot in Pembroke NH. It is my understanding that you would like us to prepare a recordable mylar of the subject tract. Also included would be painting and blazing the lot lines and replacing any critical monuments as well as setting intermittent monuments on the longer lines. Looking at the towns GIS, there should be adequate monumentation along the south and west boundary lines that intermittent monuments may not be necessary, but recovering the bounds marking them may be enough.

Our proposal is as follows.

Research through town, county and state records	\$1,500
Field work necessary to produce the boundary survey.	\$6,500
Drafting and preparation of the final plan.	\$1,950
Painting and blazing the lot lines	<u>\$1,750</u>
Survey Estimate	\$11,700

Not included:

Setting monuments is not included in this proposal because I don't know what will need to be set.
If the conservation commission has some type of placard, we could install them while marking the lines.
Pins with an identifying cap are \$175 each.
Granite bounds cast \$350 each.

If there are protracted delays for reasons beyond our control, we would expect to renegotiate this proposal with you. The basis for our compensation will take into consideration changes in price indices and pay scale applicable to the period when services are rendered. This proposal is void, if unsigned, after 30 days.

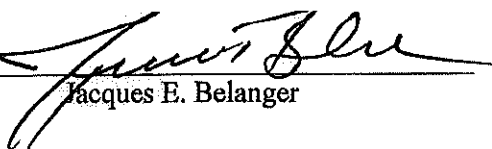
This proposal represents the entire understanding between us in respect to this project and may only be modified if in writing and signed by both of us. If you agree with these arrangements, please sign one copy of this letter in the space provided below and return it to us.

Accepted this _____ day of _____ 20__.

Very truly yours,

J.E. Belanger Land Surveying PLLC

By: _____


Jacques E. Belanger

GENERAL PROVISIONS

(Terms and Conditions)

J.E Belanger Land Surveying, P.L.L.C. shall perform the services outlined in this agreement for the stated fee.

Access to Site

Unless otherwise stated, J.E Belanger Land Surveying will have access to the site for activities necessary for the performance of services. J.E Belanger Land Surveying will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except when stated as a lump sum, shall be understood to be an estimate, based upon the Scope of Services, and shall not be exceeded by ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be in accordance with our latest fee schedules. Reimbursable expenses shall be billed to the Client at actual cost.

Billings/Payments

Invoices will be submitted monthly for services and are due when rendered. Invoices shall be considered PAST DUE if not paid within 15 days after the invoice date and J.E Belanger Land Surveying may without waiving any claim against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) may be added to PAST DUE accounts after 60 days from invoice date. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold J.E Belanger Land Surveying harmless from any damage, liability or cost (including reasonable attorney's fees and cost of defense) to the extent caused by the Client's negligent acts, errors or omissions or anyone whom the Client is legally liable, and arising from the project which is the subject of this agreement. JE Belanger Land Surveying agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorney's fees and cost of defense) to the extent caused by JE Belanger Land Surveying's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone whom JE Belanger Land Surveying is legally liable, and arising from the project which is the subject of this agreement.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and J.E Belanger Land Surveying, the risks have been allocated so that the parties agree that, to the fullest extent permitted by law, either party's total liability to the other party, for any and all injuries, claims, losses, expenses, indemnification, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$15,000 or the amount of J.E Belanger Land Surveying's fee (whichever is greater). Such causes include, but are not limited to negligence, errors, omissions, strict liability, or breach of contract.

Termination of Services

This agreement may be terminated by the Client or J.E Belanger Land Surveying should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay J.E Belanger Land Surveying for all services, rendered to date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Services

The Client acknowledges J.E Belanger Land Surveying's documents as instruments of professional service.

Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all monies due to J.E Belanger Land Surveying. The client shall not reuse or make any modifications to the documents without the prior written authorization of J.E Belanger Land Surveying. Documents include, but are not limited to: all information transferred to the Client such as CADD files, reproducible drawings, reports, etc. The Client agrees, to the fullest extent permitted by law, to indemnify and hold J.E Belanger Land Surveying harmless from any claim, liability or cost arising out of any unauthorized reuse or modification of the documents by the Client without the written authorization of J.E Belanger Land Surveying.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the State of New Hampshire.

Pollution Exclusion

It is understood by the Client that some services requested to be performed by J.E Belanger Land Surveying may involve uninsurable activities relating to the presence or potential presence of hazardous substances.

Additional Services

Additional services are those services not specifically included in the scope of services stated in the agreement. J.E Belanger Land Surveying will notify the Client of any significant change in scope which will be considered additional services. The Client agrees to pay J.E Belanger Land Surveying for any additional services on an hourly basis in accordance with our latest fee schedule.

**LICENSED LAND SURVEYORS
214 NORTH STATE STREET
CONCORD, N.H. 03301**

Tel. (603)225-6770

MARK C. SARGENT, L.L.S.
DANIEL J. MULLEN, L.L.S.

Est. 1973

E-mail: info@richarddbartlett.com
<http://www.richarddbartlett.com>

- BOUNDARY SURVEYS
 - SUBDIVISIONS
- DESIGN AND LAYOUT
- ON-SITE SANITARY SEWAGE SYSTEMS
 - GPS CONTROL

August 30, 2023

**Ms. Amy Heiser, Chair
Pembroke Conservation Com.
311 Pembroke Street
Pembroke, NH 03275**

Re: Land Surveying Services—Beck Conservation Land

Dear Amy:

Thank you for consulting with our firm on the land surveying services needed on the Beck Conservation Land. It is our understanding that the Commission needs a boundary survey of the parcel, the monumentation of missing property corners and the blazing and painting of the property lines. To complete this work, we have prepared the following scope of services and estimate of cost.

Scope of Services

- Research of Town, County and State records to ascertain current abutters, previous surveys, highway right-of-way data, and development of deed histories on the subject premises and all abutting parcels.
- Establishment of horizontal and vertical control at the site, the horizontal datum based on the NH State Plane Coordinate System, NAD 83 and the vertical datum on NAVD 88.
- Field reconnaissance and survey locating and measuring boundary monumentation, buildings, roads and driveways, parking area, pavement markings, curbing, fences, stone walls, visible utilities, landscape features and other important natural and man-made features along the perimeter of the subject premises.
- Office reduction of field data, plotting of field located features and calculation of boundary.
- Blazing and painting of property lines.
- Preparation of final plat, in a form suitable for recording at the Registry of Deeds, depicting all field located features and the boundary of the subject premises.
- Monumentation of missing property corners.

Limitations

The above scope of services does not include the resolution of a boundary line agreement, should one or more be necessary. We are, however, able to provide this service if needed.

Compensation

We have estimated the cost to complete the work outlined above to be \$15,500.00 plus the cost to monument any new or missing property corners at the following rate:

- Monumentation \$200.00 per steel pin set or
\$285.00 per granite bound set

Ms. Heiser
Page Two

Schedule

Once written authorization to proceed is received from you, the project will be placed on our schedule accordingly.

Terms and Conditions

Billing for this project shall be made monthly. Payment for each portion of the work completed shall be due upon receipt of the invoice. If no payment is received, all work shall cease until payment has been received. In the event of failure to pay the balance within 30 days of invoice, Richard D. Bartlett & Associates, LLC reserves the right to charge interest on the unpaid balance at the rate of 1.5% (18% annually). This interest shall continue to accrue even after the institution of any lawsuit for collections of sums due.

In the event that the Customer fails to pay the amount invoiced, Customer shall be liable for the cost of collection, including reasonable attorney's fees.

As acceptance of our proposal and authorization for us to begin work, a copy of this letter should be signed by you and returned to this office.

Should the scope of services change during the course of this project, which would cause us to exceed the estimated fee by more than 10 %, we will notify you before proceeding with any additional work.

Thank you for considering our firm and we look forward to assisting you on this project.
you on this project.

For:

For: Richard D. Bartlett and Associates, LLC

Name _____


Title _____

Signature _____

Date _____

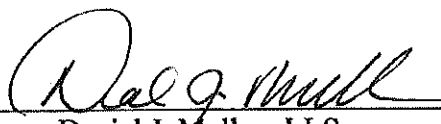
Invoice Address:

Telephone _____



Mark C. Sargent, LLS

Date 9/30/23



Daniel J. Mullen, LLS

Date 9/30/23

KSW LAW

57 Main Street, P.O. Box 836
Epping, New Hampshire 03042
(603) 679-5223

KATHRYN S. WILLIAMS
kwilliams@ksw-law.com
Admitted in New Hampshire,
Massachusetts & Maine

JAMES W. HARDY
jhardy@ksw-law.com
Admitted in New Hampshire

07/02/2021

Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

329 Pembroke St 565-250
Donald Phipps
331 Pembroke St 565-249
Olivia Phipps

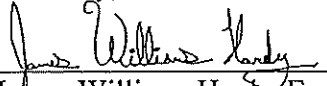
Re: Notice of Trusteeship

To whom it concerns,

By consent of the majority of beneficiaries of The Olivia F. Phipps Revocable Trust of 2013, Beth Dubois accepted the duties of Trustee on June 16, 2021. Enclosed, please find a Trustee Notice to that effect.

Also enclosed, for your records and review, is a copy of the Trust and its First and Second Amendments.

Sincerely,


James Williams Hardy, Esq.


KSW Law
PO Box 836
Epping, NH 03042
(603) 679-5223
jhardy@ksw-law.com

TRUSTEE'S NOTICE

You have received this notice for your records and review because you are a "qualified beneficiary" of the Trust identified below as that term is defined by New Hampshire RSA 564-B:1-103(12).

1. Name of Trust: *The Olivia F. Phipps Revocable Trust of 2013*
2. Trustee's name: *Beth Dubois*
3. Trustee's address: *8 Hussey Hill Road, Rochester, NH 03867*
4. Trustee's phone number: *(603) 817-4932*
5. Date Trusteeship accepted: *June 16, 2021*
6. Date Trust created: *December 17, 2013*
7. Date Trust amended: *1st Amendment August 25, 2015, 2nd Amendment October 9, 2019*
8. Identity of the Grantor: *Olivia F. Phipps*
9. Trustee Reports: *You have the right to request Trustee reports, see RSA 564-B:8-813*

Dated: 16 June 2021


Beth Dubois, Trustee

**THE SECOND AMENDMENT TO
THE OLIVIA F. PHIPPS REVOCABLE TRUST OF 2013**

Grantor retained the right to amend the trust and amends as follows.

1. Article XVI is hereby deleted and replaced as follows:

**ARTICLE XVI
DISPOSITION AFTER DEATH OF THE GRANTOR**

At the death of the Grantor, after payment of currently due debts, expenses, costs of last illness and funeral, including all estate, inheritance, succession or other death taxes out of this trust, the Trustee shall distribute the trust assets as follows:

- A. Specific Distributions – Marcia Goss. The Successor Trustee shall distribute the Grantor's three-diamond ring to Marcia Goss, provided she survives the Grantor for a period of thirty (30) days. If Marcia Goss fails to so survive the Grantor, then said bequest shall pass to Sheryl Goodnough of Sanford, Maine.
- B. Specific Distribution – Order of The Eastern Star. The Successor Trustee shall distribute the Grantor's "Past Matron Jewell" and "The Eastern Star Jewelry" to the Chapter #22, Order of the Eastern Star which organization is located in Hampton, New Hampshire.
- C. Specific Distribution – Cash Distributions. The Successor Trustee shall distribute Five Thousand Dollars (\$5,000) to each of the following, provided the beneficiary survives the Grantor for a period of thirty (30) days:
1. Kenneth Maker;
 2. David Maker;
 3. Linda B. Oakes; and
 4. Myrta Gage.

In the event that any of the beneficiaries in Paragraph C fails to survive the Grantor by thirty (30) days, then said deceased beneficiary's distribution shall lapse and pass through the residuary.

- D. Residuary Distributions. The Successor Trustee shall distribute the rest and remaining trust assets as follows:
1. Town of Pembroke. Twenty percent (20%) of the trust residuary assets shall be distributed to the Town of Pembroke to be used to acquire forest land for a town forest to be called "Phipps Town Forest" in memory of Donald and Olivia Phipps. In the event that this distribution cannot be fulfilled, then in that event, this distribution shall be used by the Town of Pembroke for a purpose which as nearly as possible approximates this

bequest including, but not limited to, obtaining conservation easements or similar property preservation schemes. Any property so acquired or preserved shall refer to the "Memory of Donald and Olivia Phipps".

2. Middle Street Baptist Church. Fifteen percent (15%) of the trust residuary assets shall be distributed to the Middle Street Baptist Church in Portsmouth, New Hampshire, in memory of Harold and Millicent Phipps.
3. Christ Episcopal Church. Fifteen percent (15%) of the trust residuary assets shall be distributed to the Christ Episcopal Church in Portsmouth, New Hampshire, in memory of Maurice and Florence Fitz.
4. Marcia Goss. Seven percent (7%) of the trust residuary assets shall be distributed to Marcia Goss of Eliot, Maine provided she survives the Grantor for a period of thirty (30) days.
5. Debra Hale. Eight percent (8%) of the trust residuary assets shall be distributed to Debra Hale of Newmarket, New Hampshire, provided she survives the Grantor for a period of thirty (30) days.
6. Beth Dubois. Seven percent (7%) of the trust residuary assets shall be distributed to Beth Dubois of Rochester, New Hampshire, provided she survives the Grantor for a period of thirty (30) days.
7. Patricia Witham. Seven percent (7%) of the trust residuary assets shall be distributed to Patricia Witham provided she survives the Grantor for a period of thirty (30) days.
8. Charitable & Religious Organizations. Twenty-one percent (21%) of the trust residuary assets shall be distributed to the following organizations, equally: Grace Episcopal Church of Manchester, NH; Trinity Chapter, Order of the Eastern Star of Hampton, NH; Priscilla Chapter, Order of the Eastern Star of Pembroke, NH; Pope Memorial SPCA of Concord, NH; Pembroke Women's Club of Pembroke, NH; The Order of the White Shrine of Boscawen, NH; and, the Salvation Army of Concord, NH.

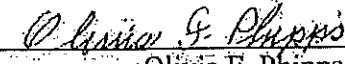
In the event that any of the beneficiaries in Paragraph D fails to survive the Grantor by thirty (30) days, then said deceased beneficiary's distribution shall lapse and pass through the residuary to be divided equally among the residuary beneficiaries.

Except as set forth, The Olivia F. Phipps Revocable Trust of 2013, as amended thereafter, remains in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the Undersigned, Olivia F. Phipps, executed this Trust Amendment on this 9th day of October, 2019, as Grantor and Trustee.:


Witness

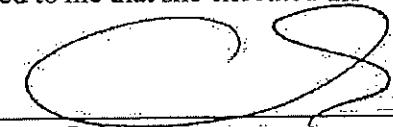

Olivia F. Phipps, Grantor


Witness


Olivia F. Phipps, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On the 9 day of October, 2019, personally appeared before me Olivia F. Phipps the signer of the within instrument, who duly acknowledged to me that she executed the same as her free act and deed.


Notary Public
My Commission expires:

Kathryn S. Williams
Notary Public
State of New Hampshire
My Commission Expires March 23, 2021

Kathryn S. Williams
Notary Public
State of New Hampshire
My Commission Expires March 23, 2021

SCHEDULE A

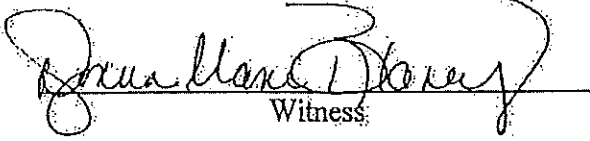
All of the Grantors' untitled, tangible personal property, including clothing, jewelry, books, motor vehicles, all-terrain vehicles, boats, firearms, tools, sporting equipment, cameras, gardening equipment, kitchen utensils and cooking equipment, furniture, china, pictures, paintings, antiques, fine arts, collections of any kind, and other articles of household or personal use or transportation, whether now owned or hereafter acquired, together with all property and casualty insurance policies which are in force with respect to any of said property.

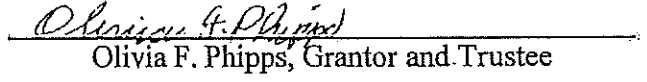
LAUREN S. WILLIAMS, ESQ., PPING, NEW HAMPSHIRE

10-9-19

BILL OF SALE

I, Olivia F. Phipps for good consideration, hereby, transfer, assign and convey all of my right, title, and interest in my personal property as listed on Schedule A hereto to The Olivia F. Phipps Revocable Trust of 2013, dated October 9, 2013.


Witness


Olivia F. Phipps, Grantor and Trustee

**FIRST AMENDMENT TO
THE OLIVIA F. PHIPPS REVOCABLE TRUST OF 2013**

Pursuant to powers granted to me under The Olivia F. Phipps Revocable Trust of 2013, dated December 17, 2013, I hereby amend said trust as follows.

I hereby delete Article XVI in its entirety and replace it as follows.

**ARTICLE XVI
DISPOSITION AFTER DEATH OF THE GRANTOR**

At the death of the Grantor, after payment of currently due debts, expenses, costs of last illness and funeral, including all estate, inheritance, succession or other death taxes out of this trust, the Trustee shall distribute the trust assets as follows:

A. Specific Distributions – Marcia Goss. The Successor Trustee shall distribute the Grantor's three-diamond ring to Marcia Goss, provided she survives the Grantor for a period of thirty (30) days. If Marcia Goss fails to so survive the Grantor, then said diamond ring shall be distributed to Sheryl Goodnough of Sanford, Maine.

B. Specific Distribution – Order of The Eastern Star. The Successor Trustee shall distribute the Grantor's "Past Matron Jewell" and "The Eastern Star Jewelry" to the Chapter #22, Order of the Eastern Star which organization is located in Hampton, New Hampshire.

In the event that any of the beneficiaries in paragraphs A and B fails to so survive the Grantor, then said deceased beneficiary's distribution shall lapse.

C. Specific Distribution – Cash Distributions. The Successor Trustee shall distribute Five Thousand Dollars (\$5,000) to each of the following, provided the beneficiary survives the Grantor for a period of thirty (30) days:

1. Kenneth Maker;
2. David Maker;
3. Linda B. Oakes;
4. Walter Dudley; and
5. Myrta Gage.

In the event that any of the beneficiaries in paragraph C fails to so survive the Grantor, then said deceased beneficiary's distribution shall be distributed to the Town of Pembroke in accordance with paragraph D.1 below.

sgp db ju
KATHRYN WILLIAMS, EPPING, NEW HAMPSHIRE

8-25-15

D. Residuary Distributions. The Successor Trustee shall distribute the rest and remaining trust assets as follows:

1. Town of Pembroke. Thirty percent (30%) of the Trust residuary assets shall be distributed to the Town of Pembroke to be used to acquire forest land for a town forest to be called "Phipps Town Forest" in memory of Donald and Olivia Phipps. In the event that this distribution cannot be fulfilled, then in that event, this distribution shall be used by the Town of Pembroke for a purpose which as nearly as possible approximates this bequest including, but not limited to, obtaining conservation easements or similar property preservation schemes. Any property so acquired or preserved shall refer to the "Memory of Donald and Olivia Phipps".
2. Middle Street Baptist Church. Fifteen percent (15%) of the Trust residuary assets shall be distributed to the Middle Street Baptist Church in Portsmouth, New Hampshire, in memory of Harold and Millicent Phipps.
3. Christ Episcopal Church. Fifteen percent (15%) of the Trust residuary assets shall be distributed to the Christ Episcopal Church in Portsmouth, New Hampshire, in memory of Maurice and Florence Fitz.
4. Marcia Goss. Six percent (6%) of the Trust residuary assets shall be distributed to Marcia Goss of Eliot, Maine provided she survives the Grantor for a period of thirty (30) days. If Marcia Goss fails to so survive the Grantor then her share shall be distributed to her issue, per stirpes.
5. Debra Hale. Six percent (6%) of the Trust residuary assets shall be distributed to Debra Hale of Newmarket, New Hampshire provided she survives the Grantor for a period of thirty (30) days. If Debra Hale fails to so survive the Grantor then her share shall be distributed to the Town of Pembroke in accordance with paragraph D.1 above.
6. Beth Dubois. Five percent (5%) of the Trust residuary assets shall be distributed to Beth Dubois of Rochester, New Hampshire provided she survives the Grantor for a period of thirty (30) days. If Beth Dubois fails to so survive the Grantor then her share shall be distributed to the Town of Pembroke in accordance with paragraph D.1 above.
7. Patricia Witham. Six percent (6%) of the Trust residuary assets shall be distributed to Patricia Witham provided she survives the Grantor for a period of thirty (30) days. If Patricia Witham fails to so survive the Grantor then her share shall be distributed to the Town of Pembroke in accordance with paragraph D.1 above.
8. Charitable & Religious Organizations. Twelve percent (12%) of the Trust residuary assets shall be distributed equally among the following organizations: Grace Episcopal Church of Manchester, NH; Trinity Chapter, Order of the Eastern Star of Hampton, NH; Priscilla Chapter, Order of the Eastern Star of Penacook, NH; Pope Memorial SPCA, Concord, NH; Pembroke, New Hampshire Women's Club; and the Salvation Army of Concord, NH.

SIGNATURES

IN WITNESS WHEREOF, the Undersigned, Olivia F. Phipps, executed this Trust Amendment on this 25th day of August, 2015, as Grantor and Trustee:

Dana Marie Blau
Witness

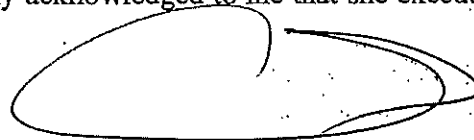
Olivia F. Phipps
Olivia F. Phipps, Grantor

Jean M. Forest
Witness

Olivia F. Phipps
Olivia F. Phipps, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On the 25 day of August, 2015, personally appeared before me Olivia F. Phipps the signer of the within instrument, who duly acknowledged to me that she executed the same as her free act and deed.



Notary Public
My Commission expires:

KATHRYN S. WILLIAMS, Notary Public
My Commission Expires March 30, 2016

SCHEDULE A

All of the Grantor's untitled, tangible personal property, including clothing, jewelry, books, motor vehicles, all-terrain vehicles, boats, firearms, tools, sporting equipment, cameras, gardening equipment, kitchen utensils and cooking equipment, furniture, china, pictures, paintings, antiques, fine arts, collections of any kind, and other articles of household or personal use or transportation, whether now owned or hereafter acquired, together with all property and casualty insurance policies which are in force with respect to any of said property.

Ruth W. Williams, Esq., New Hampshire

8-25-15

BILL OF SALE

I, Olivia F. Phipps for good consideration, hereby, transfer, assign and convey all of my right, title, and interest in my personal property as listed on Schedule A hereto to The Olivia F. Phipps Revocable Trust of 2013, dated December 17, 2013.

Rose Marie Blaney
Witness

Olivia F. Phipps
Olivia F. Phipps, Grantor and Trustee

Kathryn Williams, Esq., New Hampshire

8-25-15

THE OLIVIA F. PHIPPS REVOCABLE TRUST OF 2013

ARTICLE I TRANSFER IN TRUST

For good and valuable consideration, the Undersigned, Olivia F. Phipps, (hereinafter "Grantor") of Town of Pembroke, in the County of Merrimack and State of New Hampshire, hereby transfers and delivers to the Trustees, and their successors, the property listed in Schedule "A", annexed hereto and incorporated herein by reference, to have and to hold the same, and any cash, securities, real estate, or other property which the Trustee may, pursuant to any of the provisions hereof, at any time hereafter hold or acquire, all of such property being hereinafter referred to collectively as the "Trust Estate", for the uses and purposes and upon the terms and conditions herein set forth.

ARTICLE II REVOCATION AND AMENDMENT

A. As long as the Grantor is alive, she reserves the right, without the consent or approval of any person, to amend, modify or revoke this Trust, in whole or in part. Such revocation shall be by an instrument in writing signed by the Grantor and shall be effective upon signing without notice to any successor Trustee. On the death of the Grantor, the remainder of the Trust Estate and the Trust created hereinafter shall become irrevocable.

B. While the Trust remains revocable, the Grantor may, in her discretion, make such use of the funds or properties of the Trust as she may deem prudent, and such use shall be deemed to have been made with the consent and approval of the Trustee as though a formal writing were submitted in accordance with the provisions above.

ARTICLE III ADDITIONS TO TRUST

It is understood that the Grantor or any other person may grant and the Trustee may receive, as part of this Trust, additional real and personal property by assignment, transfer, deed or other conveyance, or by any other means, testamentary or inter vivos, for inclusion in the Trust herein created.

ARTICLE IV GOVERNING LAW

This Agreement shall be construed and regulated by the laws of the State of New Hampshire.

ARTICLE V NO BOND REQUIRED

No Trustee named herein need give bond in any jurisdiction. If a fiduciary's bond may not be dispensed with, the Grantor requests that the bond be accepted without surety and in the lowest

KATHRYN S. WILLIAMS, ESQ., EPING, NEW HAMPSHIRE

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possible amount. In the absence of breach of trust, no Trustee shall ever be required to qualify before, be appointed by, or account to any court, to obtain the order or approval of any court in the exercise of any power or discretion herein given.

ARTICLE VI PARTIAL INVALIDITY

If any provision of this Trust Agreement is unenforceable, the remaining provisions, nevertheless, shall be carried into effect.

ARTICLE VII PERPETUITIES SAVINGS CLAUSE

This Trust shall in any event terminate not later than twenty-one (21) years after the death of the last survivor of the group composed of the Grantor and those of her descendants or beneficiaries living at the death of the Grantor in the event this Trust shall not have previously terminated in accordance with the terms hereof. The property held in trust shall be discharged of any trust, and shall immediately vest in and be distributed to the persons then entitled to the income, and for this purpose only it shall be presumed that any person then entitled to receive any discretionary payments from the income or principal of any particular trust is entitled to receive the full income, and that any class of persons so entitled is entitled to receive all such property, to be divided among them per stirpes. No power of appointment granted hereunder shall be so exercised as to violate any applicable Rule Against Perpetuities, accumulations, or any similar rule or law, and any attempted exercise of any such power which violates such rule or law shall be void, notwithstanding any provision of this to the contrary.

ARTICLE VIII SPENDTHRIFT PROVISION

To the extent allowable, the interests of each beneficiary in income and principal shall be free from the control or interference of any creditor of such beneficiary or the spouse of a married beneficiary, or the parent of a child beneficiary, and shall not be subject to attachment or be subject to assignment either voluntarily or involuntarily.

ARTICLE IX PARTIES DEALING WITH TRUSTEE

No purchaser and no issuer of any stock, bond or other instrument evidencing a deposit of money or property, or other person dealing with the Trustee hereunder with respect to any property hereunder, as purchaser, lessee, party to a contract or lease or in any other capacity whatsoever, shall be under any obligation whatsoever to see to the disbursing of money paid to the Trustee or to the due execution of this Trust, but such persons shall be absolutely free in dealing with the Trustee on the same basis as though the Trustee was the absolute owner of the said property, without any conditions, restrictions or qualifications whatsoever.

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**ARTICLE X
POWERS OF THE TRUSTEE**

A. Powers of Trustee. The Trustee shall have all the powers and shall be subject to the duties of Trustees conferred by law and as provided for under New Hampshire Revised Statutes Annotated Chapters 564-A, 564-B and 564-C, all as amended from time to time (the "Acts"); provided, however, in any conflict between the Acts and the provisions of this Trust Agreement, the provisions of this Trust Agreement shall be deemed to be controlling and to supersede the conflicting provisions of the Acts. In addition to the powers conferred by the Acts or otherwise by law upon Trustees, and not by way of limitation thereof, the Trustee may exercise the following powers with respect to any separate trust hereunder:

1. To invest or reinvest in such securities or other property, real or personal (whether within or without the United States), and to retain any property at any time received or held by the Trustee hereunder for such periods, as the Trustee shall, in the Trustee's sole discretion, determine, whether or not the same be income-producing (and any diversification requirement that would otherwise apply is hereby negated) and whether or not the same qualify under RSA Chapter 564-B, or otherwise, as legal or prudent man investments;
2. To hold, manage, improve, repair and control all property, real or personal, at any time forming a part of the trust estate; to continue to hold any or all property, real or personal, received by the Trustee as a part of the trust estate or as an addition to the trust estate, even though the same be of a character other than that prescribed by law for the investment of trust funds or be of a larger proportion in one or more investments than the trust estate should, but for this provision, hold, including residential property, and irrespective of any risk, nonproductiveness, or lack of diversification;
3. To open and maintain one or more savings accounts or checking accounts and to rent one or more safety deposit boxes or vaults with any bank, trust company, safe deposit box company, savings and loan association or building and loan association, public or private, wherever located, whether within or without the United States of America, even if, in the case of a bank or trust company, such bank or trust company shall be acting as Trustee of such trust; to deposit to the credit of such account or accounts all or any part of the funds belonging to the trust estate whether or not such funds may earn interest; from time to time to remove some or all of the items placed in any safety deposit box or vault, or to withdraw a portion or all of the funds so deposited in any such account; any such removal to be carried out by and any such withdrawal to be effected by a check, written direction or other instrument signed by the Trustee or such other person or persons as the Trustee may from time to time authorize, or if more than one Trustee shall be acting, by such one or more of the Trustees as shall be designated in writing by a majority of the Trustees, or by such other person or persons as said majority of the Trustees may from time to time authorize; and any such bank or company or association is hereby authorized to allow such person or persons access to the box or vault and to pay such check or

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other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed without inquiry of any kind, and access when allowed and payments when so made by such bank or company or association shall not be subject to criticism or objection by any person concerned or interested in any way in the trust;

4. To borrow money from any person including the Trustee; to extend or renew any existing indebtedness, and to mortgage or pledge any property at any time forming a part of the trust estate, to guarantee payment of any loan from a third person to a beneficiary or to a partnership of which a beneficiary or the trust is a general or limited partner and to pledge or hypothecate all or any part of the trust estate as collateral for such guarantee; to borrow in the name of the trust such sums for such periods and upon such terms as the Trustee shall deem necessary or convenient in the administration of the trust, and to secure any such loan by mortgage or pledge; no lender shall be bound to see to or be liable for the application of the proceeds, and the Trustee shall not be personally liable, but each such loan shall be payable only out of assets of the trust;
5. To lend the principal or income of the trust estate of a separate trust to a beneficiary of such trust (but not to the Trustee if the Trustee is a beneficiary of such trust), or to a family business in which the Trustee is authorized to invest pursuant to this Article without interest and without security, upon such terms as the Trustee may deem advisable, any such loan may be with or without security and may be subordinated to other obligations of the indebted party; to deal in every way and without limitation or restriction with the executor, trustee or other representative of any other trust or estate whether or not the beneficiary has any existing or future interest therein (and even though the Trustee is acting in such other capacity);
6. To sell or to offer to sell for cash, credit or installments at public or private sale, to grant options to purchase, and to convey or exchange any and all of the property at any time forming a part of the trust estate, or any life estate, term of years, remainder or reversion therein for such price, including property of equivalent value (whether or not of like kind or similar use, and including life estates, terms of years, remainders or reversions), and upon such terms as the Trustee shall determine;
7. To purchase or otherwise acquire, or to invest, reinvest or refrain from investing the trust estate wholly or partially in common stock or in any other securities or other type or types of assets (without regard to whether such shall be listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restrictions), including but not limited to, bonds, notes, debentures, mortgages, preferred stocks, puts or calls, options, so called "derivatives", money market funds, bond funds, futures contracts, commodities, voting trust certificates, beneficial interests in land trusts, interests or shares in common trust funds, mutual funds, whether "load" or "no load," "open-end" or "closed-end" investment funds or trusts, real estate investment trusts or savings and

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loan or building and loan associations, oil, gas or other mineral interests or natural resources, motion picture, radio, television or CATV productions, programming and licenses, livestock or other animals, commodities, foreign exchange, insurance or endowment policies, annuities, variable annuities or other property or undivided interests in property, foreign or domestic, as the Trustee may deem advisable without being limited by any statute or rule of law regarding investments by trustees; and in that connection, without limiting the generality of the foregoing, to invest the trust estate or any part thereof in any partnership, limited partnership, joint venture, limited liability company, association, joint stock company or New Hampshire trust and to have and to exercise all the powers of management and participation in the management necessary and incident to a membership in such partnership, limited partnership or other venture, including the making of charitable contributions or of any election available under any tax law by such partnership or venture, and at any time to participate in the incorporation of any such partnership or venture; to open accounts, margin or otherwise, with brokerage firms, banks or others, to invest the funds of the trust accounts directly or through an agent for the purchase, sale, and exchange of commodities, stocks, bonds, and other securities, and in connection therewith, to borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts;

8. To vote, or refrain from voting, any corporate stock either in person or by general or limited proxy, for any purpose, including without limiting the generality of the foregoing, for the purpose of electing any Trustee or beneficiary as a director of any such corporation; to exercise, or refrain from exercising, or to sell any conversion privilege, warrant, option or subscription right with respect to any security forming a part of the trust estate; to consent to take any action in connection with and receive and retain any securities resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease, mortgage, or other disposition of the assets of any corporation or other organization the securities of which may at any time form a part of the trust estate; to deposit any securities with or under the direction of a committee formed to protect said securities and to consent to or participate in any action taken or recommended by such committee; to pay all assessments, subscriptions and other sums of money which may seem expedient for the protection of the interest of such trust as the holder of such stocks, bonds or other securities; to enter into an agreement making said trust liable for a pro rata share of the liabilities of any corporation which is being dissolved and in which stock is held, when in the opinion of the Trustee such action is necessary to the plan of liquidation and dissolution of any such corporation; to join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest, corporate stock or equity ownership held as a portion of such trust; to join in the formation, modification, amendment, extension or cancellation of any voting trust;

9. To lease or license the use of any tangible or intangible personal property at any time forming a part of the trust estate upon such terms as the Trustee shall determine;
10. To purchase or otherwise acquire, for cash, credit or installments, or to invest in, reinvest in retain or continue for an indefinite term, any business or business interests, as shareholder, creditor, member, partner, proprietor, or otherwise, even though it may be closely or privately held or may constitute all or a large portion of the trust estate of a separate trust, without the necessity or requirement of application to or order from any court in any jurisdiction; to participate in the conduct of such business or to rely upon others to do so, and to take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as owner of such business (the same to be compensated without regard to any such person being a beneficiary hereunder) including the voting of stock, and the determination of all questions of policy; to take possession of the assets of such business, and to exercise complete control and management of such business, and in connection therewith to enter into and perform contracts, commitments, orders, and engagements; to incur expenses and debts in connection with the conduct and operation of such business, and to pay and discharge such expenses and debts; to join in and execute shareholder, member or partnership agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such business or any change in its nature and to retain and continue such changed or successor business; to invest additional capital in, subscribe to or buy additional stock or securities of or make or guarantee new or increased secured, unsecured or subordinated loans to any business, with trust funds; to rely upon the reports of certified public accountants as to the operation and financial condition of any business, without independent investigation and without obligation to file any report with a court in any jurisdiction; to elect, employ and compensate directors, officers, employees or agents of any business, who may include the Trustee or a director, officer or agent of the Trustee; to deal with and act for such business in any capacity, including any banking or trust capacity and the loaning of money out of a Trustee's own funds, and to be compensated therefore; to sell, pledge, or liquidate any interest in such business;
11. To sell, convey, release, mortgage, encumber, lease, partition, improve, manage, insure against loss, protect and subdivide any real estate, interests therein or parts thereof; to dedicate for public use, to vacate any subdivisions or parts thereof, to resubdivide, to contract to sell, to grant options to purchase, to sell on any terms; to convey, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property or any part thereof from time to time, in possession or reversion, by leases to commence in praesenti or in futuro and upon any terms and for any period of time, including a period extending beyond the term of the trust, and to renew or extend leases, to amend, change, or modify the terms and provisions of any leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion; to partition or to

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exchange said real property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said property or any part thereof; to construct and reconstruct, remodel, alter, repair, add to or take from buildings on said premises; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to insure the Trustee and any person having an interest in or responsibility for the care, management or repair of such property against such risks as the Trustee deems advisable, and to charge the premiums therefore as an expense of the trust estate; to direct, or to authorize any other person to direct, the trustee of any land trust of which the trust is a beneficiary to mortgage, lease, convey or contract to convey the real estate held in such land trust or to execute and deliver deeds, mortgages, notes and any and all documents pertaining to the property subject to such land trust in any matter regarding such trust; to execute assignments of all or any part of the beneficial interest in such land trust;

12. To abandon any property, real or personal, which the trustee shall deem to be worthless or not of sufficient value to warrant keeping, protecting or maintaining; to abstain from the payment of installments due on purchase contracts or mortgages, taxes, water rents, assessments, repairs and maintenance with respect to any such property; to permit any such property to be lost by foreclosure, tax sale or other proceedings; to convey any such property for a nominal consideration or without consideration; to permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof;
13. To insure the assets of any separate trust against damage or loss, and the Trustee against liability with respect to third persons;
14. To employ and pay reasonable compensation to such agents, nominees, contractors, brokers, advisors, trustees, titleholders, escrowees, custodians, depositories, accountants, attorneys, experts, specialized investment counsel, appraisers, insurers and others (who may be the Trustee itself in such other capacity or any firm with which the Trustee is associated) as may be necessary or desirable in managing and protecting the trust estate, "without regard to any duty of nondelegation and designation of fiduciary capacity", and to execute any general or limited direction or power of attorney to reflect such employment; to pay out of principal or income or both the charges and expenses of any such custodian, counsel or other agent; to pay all expenses incurred in the acquisition, storage, maintenance and delivery of investments, from income and principal or both of the separate trust;
15. To make any allocation, division or distribution of property, real, personal and intangible of the trust estate in cash or in kind, or partly in kind and partly in cash or in an undivided interest thereof, and do so without regard to the income tax basis of property distributed in kind and without making pro rata distributions of specific assets, including, but not limited to, by means of the purchase of an annuity contract

or other property for the benefit of a beneficiary to whom a distribution is to be made, and to determine the value of property so allocated, divided or distributed;

16. To exercise, or refrain from exercising, any election available under any tax law, to determine whether receipts shall constitute principal or income and whether expenses are properly chargeable to principal or income; the Trustee is hereby authorized to determine what shall be charged or credited to income and what to principal and the determination of the Trustee shall be conclusive upon all persons; provided, however, that any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed principal; to establish out of income and credit to principal any reasonable reserves for the depreciation of tangible property or the amortization or depletion of other wasting assets; to amortize premiums paid on the purchase of securities or other property;
17. To transfer any property which may at any time form a part of the trust estate of a separate trust held hereunder into a separate trust, including without limitation a land trust, for the benefit of the transferor-trust or of any beneficiary thereof, the trustee of such transferee-trust to be the transferor-Trustee, upon such terms and conditions as the transferor-Trustee shall determine and from time to time to withdraw all or a portion of such property or the proceeds thereof or to revoke such a transferee-trust; to cause any securities, bank accounts, safety deposit boxes or vaults or other property, real or personal, which may at any time form a part of the trust estate to be issued, held, registered or recorded in any Trustee's individual name, or assumed name, either with or without indication of any fiduciary capacity, or in the name of a nominee, or in such form that title will pass by delivery;
18. To sue, settle, compromise, contest, agree to arbitrate and be bound thereby, extend the time for payment or abandon claims, (including claims for taxes or penalties) causes of action, controversies, cases, debts, or demands in favor of or against the trust estate or any part thereof of a separate trust hereunder, provided said trusts are not generation skipping trusts for purposes of the generation skipping transfer tax under the Code; to reduce the interest rate and/or to forbear or defer the collection of principal upon any indebtedness to a separate trust when the Trustee shall deem such to be for the best interest of the trust; to consent to the extension of the period of limitations on assessment of any tax or penalty; to execute any contract, waiver, release, closing agreement, settlement or stipulation in connection with the above;
19. To accept, or refuse to accept, any additions or gifts of money or property to the trust estate and to receive distributions, devises or bequests from any other trust or estate or pursuant to the exercise of any power of appointment, and all of such additions, gifts, distributions, devises and bequests shall be added to the trust estate and held, administered and distributed as a part thereof;
20. To designate a name for any separate trust created hereunder, and a collective name for any two or more of such trusts, and from time to time, to change the name of any

KATHRYN S. WILLIAMS, ESQ., EPPING, NEW HAMPSHIRE

separate trust or the collective name of any two or more of such trusts; to merge or consolidate any two or more trusts which shall be held hereunder by the Trustee under identical terms for identical beneficiaries and remaindermen but which are not generation-skipping trusts; except as otherwise provided herein, to allocate different kinds or disproportionate shares of property or undivided interests in property of a separate trust among the beneficiaries thereof; to determine the value thereof; to make joint investments for any separate trust hereunder, of which the trustee is trustee or co-trustee, to designate a name for such joint investments and to hold such joint investments as a common fund for purposes of administration, dividing the net income (gains or losses) therefrom in the same proportion as the respective interests of such trusts therein;

21. To divide trust property or any trust into separate shares and to hold such separate shares in separate trusts, and such separate shares or trusts shall contain identical provisions but may have different trustees. With respect to division for federal generation-skipping transfer tax purposes, this power shall include the power to (i) separate trust property into separate shares or trusts either before or after an allocation of generation-skipping transfer tax exemption to a separate share or trust, (ii) hold as a separate trust any property directed to be added to another trust, whether or not such property has the same or a different transferor for federal generation-skipping transfer tax provisions, to be administered in accordance with the provisions governing the trust to which such property would have been added, (iii) divide any trust created or to be created into separate fractional shares and hold such shares in separate trusts with identical terms, and in dividing any such trust or trust property, the Trustee shall be bound by the provisions of Chapter 13 of the Code and treasury regulations, including, without limitation, Treas. Reg. §26.2642-6 and Treas. Reg. §26.2654-1. The Trustee may (i) make different tax elections for such trusts, (ii) expend income and principal and exercise any other discretionary powers differently for such trusts, (iii) invest the property of such trusts differently, (iv) fund such trusts on a pro rata or non pro rata basis, and (v) take all other actions consistent with such trusts being separate entities.

22. To render annual statements of the receipts and disbursements and of the financial condition of the trust to a beneficiary of said trust, which statements may be in the form of a copy of the federal income tax return required to be filed by the Trustee in each year; to charge and receive from the trust estate compensation (or to waive such compensation) for services rendered as Trustee, as the Trustee may determine in the Trustee's sole discretion, to be reimbursed from the trust estate for all reasonable expenses incurred in the management and distribution of the trust; in any contract or agreement made by the Trustee on behalf of the trust, to provide against personal liability of any individual, and the rights or obligations created under and by virtue of such contract or agreement shall belong to or be the obligation of such trust; to be reimbursed from the trust estate for any tax or penalty paid by the Trustee during the existence of the trust or thereafter, and if such trust estate is insufficient or if such trust be then terminated, to be reimbursed by the person or persons to whom the property of such trust shall have been distributed to the extent

of the amount received by each such person (before making any distribution of either income or principal, the Trustee may accordingly require an undertaking by the distributee in form satisfactory to the Trustee to reimburse the Trustee for all such taxes and penalties, or the Trustee may withhold distribution of a reasonable amount required to meet any taxes, interest and penalties thereon pending release of any tax lien or the final determination of any tax controversy); to secure from any beneficiary a full and complete release from any and all liabilities whatever attributable to any acts by the Trustee or any decisions by the Trustee to act or to refrain from acting in any manner whatsoever with respect to the investment of the assets of the trust estate, retention of any or all trust assets, and the sale or disposition of any or all trust assets; to secure the written approval by any beneficiary of any account or statement; to settle the account of a deceased, incapacitated or resigned Trustee, and the Trustee or any beneficiary of any separate trust may, without liability to any present or future beneficiary or any other person, approve the accounts of and give a full and complete release and discharge to any deceased, incapacitated or resigned Trustee; any approval, release or discharge given under this subsection shall be conclusively binding on all persons having any interest in the trust, including each beneficiary and all of said beneficiary's issue (including then unborn issue), heirs or appointees who may then have or thereafter acquire any interest in a separate trust; and

23. To make any payment, to receive any money, to take any action and to make, execute and deliver and receive any contract, deed, instrument or document which may be deemed necessary or advisable to exercise any of the foregoing powers or to carry into effect any provision herein contained; in addition to the powers enumerated hereinabove, to do all other acts which in the judgment of the Trustee are necessary or desirable for the proper administration of the trust estate.

B. Trustee Liability. No Trustee of any separate trust shall be liable for any loss, liability, expense or damage to the trust estate of such trust occasioned by such Trustee's acts or omissions in good faith in the administration of such trust (including acts or omissions in reliance on opinion of counsel) and in any event the Trustee shall be liable only for her own willful default, wrongdoing, or gross negligence, but not for honest errors of judgment.

C. Majority Determination. Except as otherwise provided herein, in the event of a disagreement among the Trustees, the affirmative vote of a majority of those authorized to vote on any matter shall prevail. If but two Trustees shall be authorized to vote on a matter, the affirmative vote of both shall be required. Failure to obtain a majority shall be treated as if the Trustees failed to act. Any Trustee who shall cast a negative vote with respect to any action or any failure to act shall in no way be liable or responsible for such action or failure to act.

D. Payment of Taxes. If at the death of any beneficiary of any separate trust created hereunder any assets of such trust are taxable in said beneficiary's estate for federal or state death or generation-skipping tax purposes, the Trustee may in the Trustee's sole discretion pay from said trust to her estate or the appropriate tax authorities so much of the estate, inheritance, legacy, succession, generation-skipping, and transfer taxes, and interest and penalties thereon, if any, due by reason of her death as the

Trustee determines to exceed such taxes computed on her other assets without the inclusion of said trust assets. No Trustee of any separate trust created hereunder shall be liable for any payment or nonpayment of taxes, interest, or penalties thereon made or not made pursuant to the Trustee's sole discretion granted by this Section.

E. Joint and Several Exercise of Trustee Powers. All powers conferred on Trustees by this instrument may be exercised by them jointly or by either of them separately. If, at any time, there is but one Trustee, such sole Trustee shall have all powers hereby conferred on the Trustees. With respect to a third person dealing with a trustee or assisting a trustee in the conduct of a transaction, the existence of trust powers and their exercise by the Trustee may be assumed without inquiry. The third person is not bound to inquire whether the Trustee has power to act or is properly exercising the power, and a third person, without actual knowledge that the Trustee is exceeding her powers or improperly exercising them, is fully protected in dealing with the Trustee as if the Trustee possessed and properly exercised the powers she purports to exercise. A third person is not bound to assure the proper application of trust assets

ARTICLE XI COMPENSATION OF TRUSTEE

The Trustee shall be entitled to reasonable compensation for services rendered by them or counsel retained by them, including services in connection with the transfer of assets to beneficiaries or successor Trustees and the appointment of successor Trustees. Such reasonable compensation shall be similar to that of other trustees who perform similar services.

ARTICLE XII RENDITION OF ACCOUNTS

With respect to the Trust created herein, after the death of the Grantor, the Trustee shall render at least annually an account of income and principal, including a statement of all receipts, disbursements and capital changes, to all beneficiaries then eligible to receive income, or to the natural or legal guardians of such beneficiaries.

ARTICLE XIII CERTIFIED COPIES OF TRUST

To the same effect as if it were the original, any person or institution may rely upon a copy certified by a Notary Public to be a true copy of this instrument and any schedules or exhibits attached hereto. Any person or institution may rely upon any statement of fact certified by anyone who witnessed or notarized the original Trust.

ARTICLE XIV PROVISIONS RELATING TO POLICIES OF INSURANCE

In the event the Trustee is named the beneficiary under any policies of insurance, said Trustee shall hold the same, subject to order of the owner of the policy, without obligation other than safekeeping of any policies which may be delivered to the Trustee.

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The owner of the policy retains all rights, options and privileges with respect to said policies. Upon receiving possession of insurance policies, proof of death of the insured, or upon maturity of any policies prior to the death of the insured, the Trustee shall use reasonable efforts to collect all sums payable on such policies for which the Trust is designated a beneficiary or owner. All insurance settlements as received by the Trustee shall become principal of the Trust Estate, except interest paid by the insurer, which shall be classed as income. The Trustee may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to the insurance company shall be a full discharge of the company.

The Trustee shall not be responsible for payment of any insurance premiums or any act or omission of the insured or the owner of the policy. The Trustee shall not be required to prosecute any action, to collect any insurance or to defend any action relating to any policy or insurance unless indemnified against costs and expenses, including attorney's fees.

ARTICLE XV DISPOSITION DURING LIFE OF THE GRANTOR

During the life of the Grantor, the Trustee shall hold, manage, invest and reinvest the Trust Estate, and shall collect the income thereof and shall dispose of the net income and principal as follows:

A. Income. The Trustee shall pay to the Grantor all of the net income of this Trust, in monthly or other convenient installments, but at least semi-annually.

B. Principal. The Trustee may, in her discretion, pay or apply for the benefit of the Grantor, in addition to the income payments herein provided for, such amounts of the principal of the Trust Estate, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for the use and benefit of the Grantor.

C. Incapacity. If, in a Trustee's sole and absolute judgment, the Grantor is so incapacitated by reason of illness, age, or other cause that she is incapable of handling funds for her own use and benefit, or if unavailable to give prompt attention to her financial affairs, the Trustee may use so much of the net income and principal of the Trust Estate as the Trustee, in Trustee's sole and absolute discretion, deems necessary or advisable, (1) for the comfort, support, maintenance, health and education of said incapacitated Grantor and any person who, in the judgment of the Trustee, is dependent upon said incapacitated Grantor, (2) for the payment of premiums on any insurance policies owned by said incapacitated Grantor, whether or not subject to the terms of this Trust Agreement, and (3) for the purpose of discharging any debt or obligation incurred by said incapacitated Grantor and believed by the Trustee to be a valid debt.

ARTICLE XVI DISPOSITION AFTER DEATH OF THE GRANTOR

At the death of the Grantor, after payment of currently due debts, expenses, costs of last illness and funeral, including all estate, inheritance, succession or other death taxes out of this trust, the Trustee shall distribute the trust assets as follows:

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- A. Specific Distributions – Marcia Goss. The Successor Trustee shall distribute the Grantor's three-diamond ring to Marcia Goss, provided she survives the Grantor for a period of thirty (30) days. If Marcia Goss fails to so survive the Grantor, then said diamond ring shall be distributed to Sheryl Goodnough of Sanford, Maine.
- B. Specific Distribution – Order of The Eastern Star. The Successor Trustee shall distribute the Grantor's "Past Matron Jewell" and "The Eastern Star Jewelry" to the Chapter #22, Order of the Eastern Star which organization is located in Hampton, New Hampshire.

In the event that any of the beneficiaries in paragraphs A and B fails to so survive the Grantor, then said deceased beneficiary's distribution shall lapse.

- C. Specific Distribution – Cash Distributions. The Successor Trustee shall distribute Two Thousand Dollars (\$2,000) to each of the following, provided the beneficiary survives the Grantor for a period of thirty (30) days:

1. Kenneth Maker;
2. David Maker;
3. Linda B. Oakes;
4. Walter Dudley; and
5. Myrta Gage.

In the event that any of the beneficiaries in paragraph C fails to so survive the Grantor, then said deceased beneficiary's distribution shall be distributed to the Town of Pembroke in accordance with paragraph D.1 below.

- D. Residuary Distributions. The Successor Trustee shall distribute the rest and remaining trust assets as follows:

1. Town of Pembroke. Thirty percent (30%) of the trust residuary assets shall be distributed to the Town of Pembroke to be used to acquire forest land for a town forest to be called "Phipps Town Forest" in memory of Donald and Olivia Phipps. In the event that this distribution cannot be fulfilled, then in that event, this distribution shall be used by the Town of Pembroke for a purpose which as nearly as possible approximates this bequest including, but not limited to, obtaining conservation easements or similar property preservation schemes. Any property so acquired or preserved shall refer to the "Memory of Donald and Olivia Phipps".
2. Middle Street Baptist Church. Fifteen percent (15%) of the trust residuary assets shall be distributed to the Middle Street Baptist Church in Portsmouth, New Hampshire, in memory of Harold and Millicent Phipps.
3. Christ Episcopal Church. Fifteen percent (15%) of the trust residuary assets shall be distributed to the Christ Episcopal Church in Portsmouth, New Hampshire, in memory of Maurice and Florence Fitz.

4. Faith Meeting House. Fifteen percent (15%) of the trust residuary assets shall be distributed to the Faith Meeting House in Allenstown, New Hampshire, in memory of Donald and Olivia Phipps.
5. Marcia Goss. Five percent (5%) of the trust residuary assets shall be distributed to Marcia Goss of Eliot, Maine provided she survives the Grantor for a period of thirty (30) days. If Marcia Goss fails to so survive the Grantor then her share shall be distributed to her issue, per stirpes.
6. Debra Hale. Five percent (5%) of the trust residuary assets shall be distributed to Debra Hale of Newmarket, New Hampshire provided she survives the Grantor for a period of thirty (30) days. If Debra Hale fails to so survive the Grantor then her share shall be distributed to the Town of Pembroke in accordance with paragraph D.1 above.
7. Beth Dubois. Five percent (5%) of the trust residuary assets shall be distributed to Beth Dubois of Rochester, New Hampshire provided she survives the Grantor for a period of thirty (30) days. If Beth Dubois fails to so survive the Grantor then her share shall be distributed to the Town of Pembroke in accordance with paragraph D.1 above.
8. Patricia Witham. Five percent (5%) of the trust residuary assets shall be distributed to Patricia Witham provided she survives the Grantor for a period of thirty (30) days. If Patricia Witham fails to so survive the Grantor then her share shall be distributed to the Town of Pembroke in accordance with paragraph D.1 above.
9. Charitable & Religious Organizations. Five percent (5%) of the trust residuary assets shall be distributed to the following organizations, equally: Grace Episcopal Church of Manchester, NH; Eastern Star of Hampton, NH; Humane Society of the US; Pembroke Women's Club; and the Salvation Army of Concord, NH.

ARTICLE XVII PROVISIONS FOR MINOR CHILDREN

In the event a beneficiary of this trust inherits but is under the age of twenty one (21) years at the time of the death of the Grantor, said beneficiary's share shall be distributed as follows:

1. Each share which is distributable to a beneficiary who has not reached the age of twenty-one (21) years shall immediately vest in the beneficiary, but Grantors' Trustees, as donee of a power in trust, shall (1) establish therewith a custodianship for the beneficiary under a Uniform Gifts to Minors (Trust) Act, or (2) retain possession of the share as a separate trust until the beneficiary reaches the age of twenty-one (21) years, meanwhile paying to or for the benefit of the beneficiary so much or all of the income and principal of the share as the donee deems necessary or advisable from time to time for his or her needs, best interests, education, (including postgraduate), maintenance and medical care, and welfare, and adding to principal any income not so paid.

2. If any beneficiary under this Article should fail to survive until final distribution under this Article, his or her share shall pass in accordance with Article XVI above.

ARTICLE XVIII PERSONAL PROPERTY DISTRIBUTIONS

All personal properties listed on the Personal Property List are to be distributed to the named designees and such items shall be conveyed to such persons in addition to their respective distributive shares of the Trust described herein.

ARTICLE XIX GIFTS

The Grantor has heretofore made gifts to certain of the beneficiaries and may make additional gifts to them and to other beneficiaries. The Grantor hereby ratifies and confirms all such gifts and directs that no gift shall be deemed or construed as an advancement to any beneficiary hereunder, nor shall any such gift be taken into account in the settlement of this trust.

ARTICLE XX CONTEST OF TRUST

It is the Grantor's will and direction, that if any person, in good faith or otherwise, under this Trust, shall directly or indirectly institute, conduct or in any manner whatsoever take part in or aid in any proceedings to oppose the administration of this Trust or impair, invalidate, or set aside the same, or any of its provisions, or contest the action of the Trustee hereunder, or object to any account, motion or action of said Trustee in the administration of this Trust, then in such event, the provision herein made for the benefit of such person or persons shall thereupon be revoked. Such person or persons shall thereafter be excluded from any participation in this Trust, and shall cease to have any right, title or any property, devise, or bequest hereunto, and the share of, or the devise or bequest to such person or persons, shall fall into and become a part of the residuary Trust herein.

ARTICLE XXI UNIFORM TRUST CODE PROVISIONS

A. Notice Requirements; Copies of Instruments. Except as mandated by provisions of RSA 564-B that may not be waived by trust instrument, and except as otherwise provided by this Trust instrument, the Trustee shall not be required to provide notices to, inform or report to any beneficiary of this Trust.

B. Principal Place of Administration. The Trustee shall not be required to notify a beneficiary of a proposed transfer of the Trust's principal place of administration under RSA 564-B:1-108(d), as amended. The authority of the Trustee to transfer the Trust's principal place of administration shall not terminate upon the objection of a beneficiary to a proposed transfer under RSA 564-B:1-108(e), as amended.

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C. Combination and Division of Trusts. The Trustee may exercise the powers to combine and divide trusts without notice to the beneficiaries, provided the combination or division of any trust or trusts does not impair the rights of any beneficiary or adversely affect achievement of the purposes of the Trust.

D. Resignation of Trustee. A Trustee may resign without notice to the beneficiaries under RSA 564-B:7-705, as amended.

E. Duty of Loyalty. The provisions of RSA 564-B:8-802 shall not apply to any transaction conducted while the Grantor is living and competent.

F. Trustee's Compensation. The Trustee shall not be required to notify beneficiaries in advance of any change in the method or rate of Trustee compensation under RSA 564-B:8-813(i), as amended.

G. Action by Agents. No agent appointed by the Grantor under any durable power of attorney shall have any power to amend or revoke the Trust, nor to direct the distribution of Trust property, unless the instrument appointing the agent authorizes the agent to do so and makes specific reference to this Trust.

ARTICLE XXII TRUSTEES

The following people will act as Trustees in the following order of succession:

1. Olivia F. Phipps as initial Trustee until her death, incapacity or resignation;
2. Debra Hale, as Successor Trustee, until her death, resignation or incapacity;
3. Georges J. Roy, as Successor Trustee, until his death, resignation or incapacity; and,
4. A Successor Trustee chosen by a majority of the beneficiaries with a parent or legal guardian voting for a minor child.

SIGNATURES

IN WITNESS WHEREOF, the Undersigned, Olivia F. Phipps, executed this Trust Agreement on this 17th day of December, 2013, as Grantor and Trustee :

Donna Marie Blaney
Witness

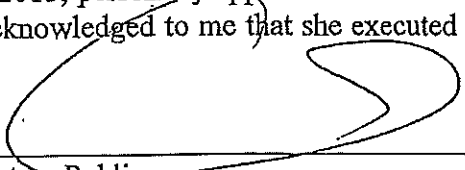
Olivia F. Phipps
Olivia F. Phipps, Grantor

Jean M. Forest
Witness

Olivia F. Phipps
Olivia F. Phipps, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On the 17 day of December, 2013, personally appeared before me Olivia F. Phipps the signer of the within instrument, who duly acknowledged to me that she executed the same as her free act and deed.



Notary Public

My Commission expires:

KATHRYN S. WILLIAMS, Notary Public
My Commission Expires March 30, 2016

KATHRYN S. WILLIAMS, ESQ., EPPING, NEW HAMPSHIRE

SCHEDULE A

All of the Grantors' untitled, tangible personal property, including clothing, jewelry, books, motor vehicles, all-terrain vehicles, boats, firearms, tools, sporting equipment, cameras, gardening equipment, kitchen utensils and cooking equipment, furniture, china, pictures, paintings, antiques, fine arts, collections of any kind, and other articles of household or personal use or transportation, whether now owned or hereafter acquired, together with all property and casualty insurance policies which are in force with respect to any of said property.

KATHRYN S. WILLIAMS, ESQ., EPPING, NEW HAMPSHIRE

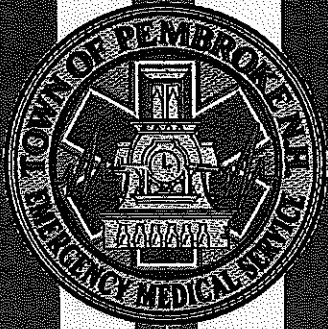
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BILL OF SALE

I, Olivia F. Phipps for good consideration, hereby, transfer, assign and convey all of my right, title, and interest in my personal property as listed on Schedule A hereto to The Olivia F. Phipps Revocable Trust of 2013, dated December 17, 2013.

Donna Marie Blaney
Witness

Olivia F. Phipps
Olivia F. Phipps, Grantor



Pembroke Emergency Medical Service

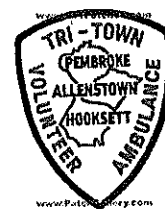
2024 Budget

1st Year of Operations

Start-Up and Operations

Prepared by Christopher Gamache, EMS Director

September 25, 2023



PREFACE

As the result of the Town of Allenstown's withdrawal from Tri-Town EMS, Pembroke EMS was established as a town department within Pembroke to provide Emergency Medical Services to its residents with the intention of delivering the high-quality prehospital medical care the town has grown accustomed to. The components that are essential to effective prehospital medicine are rapid response, competent staff, and modern medical equipment. With most of Tri-Town EMS' staff remaining with Pembroke EMS, many of the standards and philosophies are in place to ensure a seamless transition from Tri-Town EMS to Pembroke EMS.

It is unfortunate the Town of Allenstown failed to appreciate the inherent benefits of a joint ambulance service. The cost and revenue sharing allowed each town to have 24/7 paramedic coverage for half the cost of other communities of which do not routinely have paramedic coverage. Regrettably, both towns now must make up for the funds the other town provided and as well as the revenue that was generated in the other town.

Pembroke EMS was put into motion in late 2022, with much of the basis for the Service being laid down in 2023. The costs to start-up the Service have been spread out over a 3-year period, (2022-2024) with supplies, equipment, vehicles, and uniforms being purchased ahead of time to help minimize the impact to the taxpayers in the 2024 budget.

On July 1st, 2024, Pembroke EMS shall commence operations thus ending a 52-year run of a Tri-Town Ambulance responding to emergencies in Pembroke and Allenstown. The 2024 Pembroke EMS Budget will finish the initial start-up for the Service, provide funding for the continuous staffing of an ambulance at the Paramedic level and work to restore the previously established stock of supplies.

2024 Budget Overview

Pembroke EMS' budget for fiscal year 2024 is \$583,040.00. This value represents all anticipated costs that may be incurred during the six (6) months of operation in 2024 as well as the final setup costs.

The Service will staff one (1) ambulance, 24/7 at the paramedic level. It is the intent to continue all the medical capabilities that were previous available to Tri-Town EMS. Pembroke EMS will employ four (4) full-time paramedics. The budget allocates funds for the compensation and benefits of the full-time staff. Additionally, part-time employees will be used to ensure continuous staffing through the weekends. Part-Time employees are afforded time off and holiday benefits.

The 2024 budget will start the process of purchasing and maintaining medical supplies for the Town of Pembroke. During the dissolution period of Tri-Town EMS, medical supplies were allowed to go below a pre-set level to minimize the total amount of assets Tri-Town EMS possessed. Starting in 2024, Pembroke EMS will purchase separately from Tri-Town EMS, the

medical supplies that will be used to stock the Service's first ambulance and bring the available medical supply level back to the previously established stock levels. Starting in 2024, the Service proposes a warrant article of \$120,700 to be added to the Pembroke EMS' CIP and start preparing for the next replacement cycle in 2030 of which is separate from this budget.

Pembroke EMS will charge for certain services that are rendered. There is no charge for public assists, lift assists or well-being checks, any time a person opts to not be transported or when the ambulance is requested to standby for another public safety entities. Revenue to be received by Pembroke EMS will be generated when a person is transported to the hospital, when another agency requests a "Paramedic Intercept" and when the Service provides an event standby, such as football games or the annual regatta race on the Merrimack River. The bulk of the revenue generated by Pembroke EMS will be from patient transports. Regardless of what the Service's rates are, much of this revenue is predetermined as up to 75% of those transported have Medicare and/or Medicaid. The amount of revenue the Service can collect from government payers is pretty much a set value.

Figure 1 below depicts the recommended billing rates for Pembroke EMS in 2024:

Figure 1

Billing Category	Rate
<i>BLS-Emergency</i>	<i>\$1,200.00</i>
<i>ALS1-Emergency</i>	<i>\$2,000.00</i>
<i>ALS2-Emergency</i>	<i>\$2,500.00</i>
<i>Mileage</i>	<i>\$25.00/mile</i>
<i>Paramedic Intercept</i>	<i>\$549.00</i>
<i>Detail – 1 EMS Provider</i>	<i>\$75.00/hour</i>
<i>Detail- Staffed Ambulance</i>	<i>\$150.00/hour</i>

In 2024, this budget estimates the revenue from July 1st through December 31st to be \$110,000. Figure 2 shows the billing for Tri-Town EMS *from calls within the Town of Pembroke*. The five-year average, from 2018 through 2022 is \$209,895. This value does not consider any mutual aid runs Tri-Town EMS performed and therefore an estimated revenue of \$110,000 for the 6-month period (would be \$220,000 annually) is considered achievable. Any revenue from mutual aid and Paramedic Intercepts will provide assurance the dollar value will be received and more probably exceeded. As stated earlier, Pembroke EMS will continue to provide the same level of prehospital medical care that was previously provided for by Tri-Town EMS. Seeing that this level of care is significantly higher than what is anticipated to be provided for by the Allenstown Fire Department, the Service is confident that regionally, Pembroke EMS will continue to provide mutual aid to the surrounding communities to include Paramedic Intercept services. Going forward, Pembroke EMS shall use the 5-year revenue average as a predictor of the upcoming year's Ambulance Billing Revenue.

Figure 2

YEAR	REVENUE from AMBULANCE BILLING
2015	\$242,503.62
2016	\$169,971.71
2017	\$193,321.77
2018	\$241,157.65
2019	\$238,166.78
2020	\$190,302.88
2021	\$208,364.81
2022	\$225,869.49
2023*	\$209,894.87
5-Year Average	\$220,772.33

*Estimated Value

2024 Pembroke EMS Budget

EXPENDITURES

2007-42152-11000 Full Time Salaries

			\$164,025.00	

Pembroke EMS will retain the four (4) Full Time Paramedic positions currently being staffed by Tri-Town EMS with two (2) of the positions being administrative and two (2) are non-administrative. The two (2) non-administrative positions will be scheduled on twenty-four (24) hour shifts twice a week. The Deputy Director will continue to be scheduled 38 hours a week on the primary ambulance. The EMS Director will cover shifts as needed.

The Full-Time Salaries budgetary line provides funds for the non-overtime compensation for the Full-Time staff. Additionally, this line provides funds for holiday pay, Cost of Living Adjustments or COLA, Merit Raises and any sick time buy-back. The COLA for 2024 is 8.7% and this budget allows for an average of a 1.50% Merit Raise for Full-Time staff, which will take effect for the employees while they are still under the oversight of the Tri-Town EMS Board of Directors.

2007-42152-12000 Per Diem Salaries

			\$187,509.00	

Pembroke EMS will rely heavily on Per Diem Emergency Medical Service providers to complete the ambulance staffing. In general, these employees staff the non-Paramedic position on the ambulance. Per-Diem EMS staff includes Emergency Medical Technicians (EMT's), Advanced Emergency Medical Technicians (AEMT's) and Paramedics. Per-Diem and Part-Time Paramedics cover three (3) of the fourteen (14) Paramedic shifts per week which are paid out of this budgetary line. Furthermore, when able to do so, Per-Diem Paramedics are assigned shifts normally covered by Full-Time Paramedics when they are on vacation or otherwise taking time off with the goal of minimizing overtime.

Pembroke EMS will continue to employ two (2) Part-Time Paramedics and three (3) Part-Time Advanced EMT's who predominantly cover the Saturday and Sunday ambulance shifts. Tri-Town EMS pursued Part-Time positions in the past to ensure continuous weekend coverage while minimizing the need for overtime. This plan has generally worked out well and will be continued by Pembroke EMS.

Like the “Full Time Salaries” budgetary line, the “Per Diem Salaries” budgetary line provides funds for holiday pay, sick time buy-back (Part-Time Staff), COLA and Merit increases. Additionally, this line provides funding for paid trainings, coverage for Full-Time Employee’s time-off, new employee orientation, on-call staff and details. As with the Full-Time Employees, COLA for 2024 is 8.70% and an average of 1.50% is allotted for Merit increases. These pay increases will be effective while the employees are under the oversight of the Tri-Town EMS Board of Directors.

2007-42152-14000 Overtime

			\$20,890.00	

The Service must account for instances where an employee may work more than forty (40) hours in a pay week. Typically, this applies to Full-Time Employees, however, there are a few occasions each year when the Service must rely heavily on Per-Diem and Part-Time Employees to fill open shifts and that sometimes results in overtime. The Service is dividing up this line into Schedule Overtime and Unscheduled Overtime. Schedule Overtime is for Full-Time Employees who are working forty-eight (48) hours per pay week. All other overtime will be considered Unscheduled Overtime. This will include any time a Full-Time Employee must work beyond forty-eight (48) hours, any overtime a Per-Diem or Part-Time Employee works, and paid trainings for Full-Time Employees. In general, the increase of this budgetary line is directly related to the additional hours the Full-Time Employees will be working each week. It should be noted that the two twenty-four-hour shifts the non-administrative Paramedics work at their request and is not mandated by the Service. As such, these Paramedics have been advised that their benefits will continue to be based upon a forty (40) hour work week.

2007-42152-21000 Health Insurance

			\$58,320.00	

Health Insurance is a benefit afforded to the Service’s Full-Time Employees. The Service is responsible for 85% of the cost of the plan and the employee pays the remaining 15% through payroll deduction. For 2024 all four (4) Full-Time Employees are taking the family plan. The 2024 budget does also allow for a 10% increase in insurance premiums.

2007-42152-21100 Dental Insurance

			\$3,500.00	

Dental Insurance is a benefit given to the Service's Full-Time Employees at no cost to the employee. The adjustment to this budgetary line is based upon past expenditures.

2007-42152-21500 Life Insurance

			\$120.00	

Each Full Time Employee is enrolled in the Town of Pembroke's Life Insurance Plan. The budgetary line is based upon 2022 expenditures and no increases are expected.

2007-42152-21900 Disability Insurance

			\$1,740.00	

Each Full-Time Employee is enrolled in the Town of Pembroke's Short-Term and Long-Term Disability Insurance Plan and is at no cost to the employee. The 2024 value of this line is based upon the 2023 budget expenditures and therefore no increase to this line was made.

2007-42152-22000 Social Security

			\$24,387.00	

The Social Security budgetary line provides funding for required employer payments to Social Security. The figure for this line was derived from a calculation based on the cumulative sum of Full-Time and Part-Time Salaries as well as the funds specified in the Overtime budgetary line.

2007-42152-22500 Medicare

			\$6,058.00	

Like Social Security, the Medicare budgetary line provides funds for required employer payments to Medicare and is a calculation based upon the Service's total payroll.

2007-42152-23000 New Hampshire Retirement

			\$27,345.00	

All Full-Time Employees are part of the New Hampshire Retirement System, Group 1. Both the Service and the employees pay a percentage of the total earnings. The New Hampshire Retirement rate for employers in 2024 is 13.53%.

2007-42152-29000 Uniforms

			\$11,000.00	

Pembroke EMS is required to provide uniforms for its staff. This budgetary line funds the initial purchase of uniforms as well as provides for the replacement of uniforms that are no longer useable.

2007-42152-29001 Training & Certification

			\$8,050.00	

The Service generally pays for its employee's EMS education. In 2023, Pembroke EMS will continue to use FOAMFrat, an on-line education service that will provide EMS education to the staff. This line also provides for training equipment, ACLS, PALS and BLS (CPR) courses for our staff. Each year, two (2) of the four (4) full-time employees attend Concord Hospital's NCCP Paramedic Refresher Program.

2007-42152-32000 Legal Services

			\$10,200.00	

The Legal Services line is generally a contingency plan budgetary line as the Service generally does not plan on being involved in legal action.

The costs of applicants Criminal Background Records and Department of Motor Vehicle Records to this budgetary line are also part of this budgetary line.

2007-42152-34100 Telephone

			\$3,050.00	

The Telephone budgetary line provides funds for the Services cellular phones and Wi-Fi devices. The EMS Director and Deputy Director each have a Service provided cell phone. Both ambulances have a cell phone and a Wi-Fi device.

Also, this line pays for the Service business phone line, internet access and cable TV.

2007-42152-39000 Contracted Billing Services

			\$12,500.00	

Pembroke EMS contracts with ComStar Ambulance Billing out of Rowley, Massachusetts to bill the Services EMS transports and collect payment. The Service pays 4% of all revenue collected from ambulance billing.

2007-42152-39100 Accounting Services

			\$0.00	

2007-42152-43000 Building Maintenance

			\$1.00	

Place holder for future.

2007-42152-44000 Ambulance and Life Pak Lease

			\$1.00	

Place holder for future

2007-42152-52000 Liability Insurance

			\$6,000.00	

General Liability and Malpractice Insurance for Pembroke EMS is insured through Primex. This value is based on approximately 50% of the actual cost in 2023.

2007-42152-52100 Unemployment Insurance

			\$425.00	

Funds for Service responsible Unemployment Insurance. This value represents about half of what is expected to be paid out in 2024.

2007-42152-52200 Workers Compensation

			\$8,000.00	

Funds for Service responsible Workers Compensation Insurance to cover employees who get injured or sick because of work-related activities. This budgetary line was based upon 50% of 2023 costs.

2007-42152-62000 Department Supplies

			\$8,900.00	

The Department Supplies budgetary line provides funds for medical supplies, oxygen, disposable equipment and other medical items necessary for EMS operations. It should be noted that Concord Hospital supplies a significant portion of the medical supplies as well as most of the medications and all the controlled substances used by the Service. Without this assistance from Concord Hospital, the Department Supplies line would be almost doubled.

2007-42152-62500 Postage

			\$850.00	

The Postage budgetary line provides funds for general postage associated with normal business activities of the Service. This line also provides funds for the sending of the Service's Privacy Practices (HIPAA) and surveys.

2007-42152-63500 Fuel

			\$4,200.00	

This budgetary line provides funds for fueling the ambulances.

2006-42152-68000 Office Supplies

			\$3,050.00	

The Office Supplies budgetary line provides funds for routine supplies generally used in the administrative activities of the Service. A large portion of these funds are used to pay the copier fees or buy toner for the Service's other printer. Also included are funds for the destruction of confidential documents. Lastly, much of the station cleaning supplies the Services comes out of this line.

2007-42152-68001 Transcription Services

			\$0.00	

Not used.

2007-42152-74000 Medical Equipment Maintenance & Replacement

			\$3,000.00	

This budgetary line would generally be used to provide funds for the purchase of medical equipment. Tri-Town EMS will fund all the Service Agreements for 2024, as both Pembroke and Allenstown will receive equipment that is equally covered by the agreements. Equipment and

items that require servicing or inspections are; Cardiac Monitors, Stretchers, Stair Chairs, Medication Infusion Pumps, Ventilators, and Fire Extinguishers. This budgetary line also provides funds for items used with the Cardiac Monitors, such as blood pressure cuffs, pulse oximetry probes, CO probes and associated cables and tubes.

2007-42152-74001 Radio/Communication Equipment Maintenance

			\$1.00	

This budgetary line exists to provide funds to replace aging radio equipment and pagers. Additionally, any repairs that are needed on radios and pagers would be paid for out of this line. The Service needs to start looking are replacing some of its pagers.

2007-42152-74002 Medical Evaluation

			\$2,468.00	

The Medical Evaluation budgetary line is generally used to pay for prospective application's pre-hire physical to include the costs of drug screening for applicants. Lastly, this line provides funding for current employees who may have a workplace injury or exposure.

2007-42152-76001 Vehicle Maintenance & Repairs

			\$5,500.00	

The Vehicle Maintenance & Repairs budgetary line provides funds for routine maintenance on the Service's ambulances and allows for some non-scheduled repairs.

2007-42152-86000 Computer / Software Maintenance

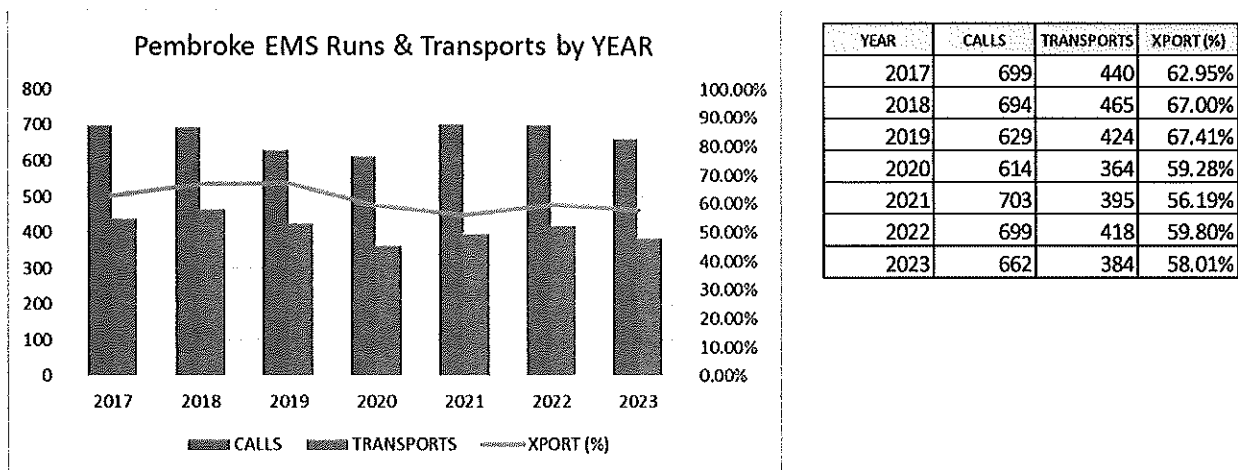
			\$950.00	

The Computer/Software Maintenance line provides funds for on-line programs the Service subscribes to. When-To-Work is the scheduling program used by Pembroke EMS and "I Am Responding" provides the Service with dispatch information on EMS Incidents. Furthermore, this line funds any IT, computer, or smart phone issue or upgrades needed by the Service.

REVENUE

Pembroke EMS will generate revenue primarily from Ambulance Billing. Other minor sources of revenue will be Paramedic Intercepts and a few details the Service covers. Figure 2 shown earlier in this budget shows Tri-Town EMS' revenue from Ambulance Billing for those calls which occurred in Pembroke. Over the last 5 years, the average is about \$220,000 per year, which compared to the historical data, suggest that EMS transports from the Town of Pembroke is relatively stable. Pembroke EMS will continue to use ComStar Ambulance Billing to collect revenue from Ambulance Billing. Figures 3, shown below, depicts the Pembroke data for EMS Call Volume and Transports by year going back to 2017.

Figure 3



Removing the outliers in the data, and it can be safely projected that there will be approximately 400 EMS transports from the Town of Pembroke. This suggests a revenue from Ambulance Billing of \$210,000 to \$220,000 per year and this is again supported when referencing Figure 2. For the 2024 budget, with only 6 months of operations, the Service is going to project revenue from Ambulance Billing to be \$110,000. This number should increase as this budget only looks at calls from the Town of Pembroke and does not consider Ambulance Billing from transports while providing Mutual Aid or from Paramedic Intercepts.

Historically Tri-Town EMS has provided EMS Standby Coverage for the Amoskeag Regatta and the Pembroke Friends of Football. When compared to revenue from Ambulance Billing this projected revenue is relatively minor.

2007-34096-00000 Ambulance Billing

			\$110,000.00	

The 2024 Budget uses a safe and achievable value for Ambulance Billing. This value is reasonable and attainable. This shall give the Service the assurance of having sufficient funds to operate for the 6-month period.

Miscellaneous Revenue**2007-35090-00000**

			\$1,000.00	

As previously stated, a small amount of revenue from details was left in the Miscellaneous Revenue line. Most of this revenue is generated from EMS Details and Paramedic Intercepts with other EMS Agencies.

2007-39110-0000 Town of Pembroke-Raise Through Taxes

			\$472,039.00	

2006-35091-0000 Grants

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2021	2022	2023		0.00%

Budget Line to allow for revenue from Grants.

LINE ITEM NUMBER	LINE ITEM NAME	2023 BUDGET	2024 BUDGET	DIFF ('24-'23)	% CHANGE
2007-34096-00000	Ambulance Billing		\$110,000.00		
2007-35090-00000	Misc. Revenues		\$1,000.00		
2007-35091-00000	Grants		\$1.00		
2007-39110-00000	Cont. Pembroke		\$472,039.00		
2007-33791-00000	Fund Balance		\$0.00		
			\$583,040.00		
2007-42152-11000	Full Time Salaries		\$164,025.00		
2007-42152-12000	Per Diem Salaries		\$187,509.00		
2007-42152-14000	Overtime		\$20,890.00		
2007-42152-21000	Health Insurance		\$58,320.00		
2007-42152-21100	Dental Insurance		\$3,500.00		
2007-42152-21500	Life Insurance		\$120.00		
2007-42152-21900	Disability		\$1,740.00		
2007-42152-22000	Social Security		\$24,387.00		
2007-42152-22500	Medicare		\$6,058.00		
2007-42152-23000	NH Retirement		\$27,345.00		
2007-42152-29000	Uniforms		\$11,000.00		
2007-42152-29001	Training		\$8,050.00		
2007-42152-32000	Legal Services		\$10,200.00		
2007-42152-34100	Telephone		\$3,050.00		
2007-42152-39000	Contract Billing SVC		\$12,500.00		
2007-42152-39100	Accounting SVC		\$0.00		
2007-42152-43000	Building Maint.		\$1.00		
2007-42152-44000	Amb/Monitor PMT		\$1.00		
2007-42152-52000	Liability Insurance		\$6,000.00		
2007-42152-52100	Unempl. Comp		\$425.00		
2007-42152-52200	Worker's Comp		\$8,000.00		
2007-42152-62000	EMS Med. Supplies		\$8,900.00		
2007-42152-62500	Postage		\$850.00		
2007-42152-63500	Fuel		\$4,200.00		
2007-42152-68000	Office Supplies		\$3,050.00		
2007-42152-68001	Transcription Serv.		\$0.00		
2007-42152-74000	Medical Equipment		\$3,000.00		
2007-42152-74001	Radio/Comms.		\$1,000.00		
2007-42152-74002	Medical Evaluation		\$2,468.00		
2007-42152-76001	Veh. Maint.		\$5,500.00		
2007-42152-86000	IT Maint/Rplmnt		\$950.00		
2007-49022-00059	Grant Expenditures		\$1.00		
	TOTAL BUDGET:		\$583,040.00		