

**AGENDA**  
**BOARD OF SELECTMEN**  
**December 20, 2023 AT 6:30 PM**  
**Pembroke Town Hall, Paulsen Room**

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- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
  - a. Public Hearing in accordance with RSA 31:95-b III (a) - Acceptance of \$31,607.09 from the State of NH as part of House Bill 2 unanticipated Bridge Aid
  - b. Bryan Christiansen – Comcast contract renewal
  - c. Matt Miller – Energy Committee
- IV. OLD BUSINESS:
  - a. SAU Email RE: polling place and hours
- V. NEW BUSINESS:
  - a. KV Partners Buck Street Bridge Contract
  - b. Encumbrances
  - c. Manifest/Abatements
  - d. Minutes 12/6/23
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. Non Public session per RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.
- IX. Non Public session per RSA 91-A:3 II (c) Matters of which, if discussed in public, would likely effect the reputation of any person, other than a members of the public body itself, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver fee, fine or other levy, if based on inability to pay or poverty of the applicant

X. OTHER/CITIZEN COMMENT

XI. ADJOURN

**PUBLIC HEARING NOTICE**  
**Town of Pembroke**  
**Board of Selectmen**

Notice is hereby given that the Pembroke Board of Selectmen will be holding a Public Hearing on Wednesday December 20 at 6:30 PM at the Pembroke Town Offices located at 311 Pembroke Street to discuss the following:

Acceptance of the following items in accordance with RSA 31:95-b III (a)

\$31,607.09 from the State of NH as part of House Bill 2 additional Funding for Bridge Maintenance, Construction and reconstruction

For questions, please call the Town Administrator at 485-4747, or email at [djodoin@pembroke-nh.com](mailto:djodoin@pembroke-nh.com).

Karen Yeaton, Chairman  
Sandy Goulet, Vice Chairman



*William Cass, P.E.*  
*Commissioner*

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*David Rodrigue, P.E.*  
*Assistant Commissioner*  
*Andre Briere, Colonel, USAF (RET)*  
*Deputy Commissioner*

December 1, 2023

Karen Yeaton, Chair of Selectboard  
Town of Pembroke  
311 Pembroke Street  
Pembroke, NH 03275

RECEIVED  
DEC - 6 2023  
TOWN OF  
PEMBROKE, NH

**Re: Pembroke Special One Time Bridge Payment – in Accordance with House Bill 2**  
**Payment for Maintenance, Construction and Reconstruction of Municipally Owned Bridges**

Dear Ms. Yeaton:

The following is notification of a one-time bridge payment being made available to your municipality in State Fiscal Year 2024 based on the passage of House Bill (HB) 2 effective July 2023. HB 2 directs the Department to divide and distribute a \$10 million one-time payment between all New Hampshire municipalities that have municipally owned bridges per state definitions. Fifty percent (50%) of the distribution is based on your municipality's percentage of statewide municipal bridge deck surface area and the remaining fifty percent (50%) of the distribution is based on your municipality's percentage of statewide population. This one-time bridge payment is not related at all to the quarterly block grant aid payments that a municipality receives. This payment can only be used on the maintenance, construction, or reconstruction of municipally owned bridges. These are non-lapsing funds. No funds appropriated under this section shall be used to supplant locally budgeted and approved funds for bridge maintenance or construction. The funds appropriated in this section may be considered unanticipated money under RSA 31:95-b and may be accepted and expended pursuant to RSA 31:95-b, II through IV, whether or not a political subdivision has adopted the provisions of RSA 31:95-b.

This one-time payment is anticipated to be available to the Town of Pembroke during the month of December 2023 as follows:

December 2023 Actual Bridge Payment:      \$31,607.09

Happy holidays and please contact me at 271-6472 if you have any questions.

Sincerely,

*C. R. Willeke*

C. R. Willeke, PE  
Municipal Highways Engineer  
Bureau of Planning and Community Assistance

CRW/dmp

# State of New Hampshire

Vendor Payments

Check Number: 2361835

## STATEMENT OF REMITTANCE

VOUCHER NUMBER	INVOICE NUMBER	DESCRIPTION	CONTACT INFORMATION	DATE	AMOUNT
5692609	MUNI BRIDGE PAY \$10M	Muni Bridge pay \$10M	(603) 271-3466	11/08/23	31,607.09
	Muni Bridge pay \$10M \$31607.09; Muni Bridge pay \$10M \$0.00				

If you have further payment questions, reference the contact information provided next to the line item in question.

**TOTALS:** \$31,607.09

### INFORMATION MESSAGE

#### Questions On Your Payment?

Please use the contact information provided above in the fourth column from the left.

Page 1 of 1

State of New Hampshire  
Office of State Treasurer  
25 Capitol Street - Rm. 121  
Concord, NH 03301

**State of New Hampshire**  
Vendor Payments

Bank of America  
Concord, NH

12/06/23

2361835

### DIRECT DEPOSIT ADVICE

PAY EXACTLY VOID VOID VOID VOID VOID VOID VOID VOID

\$ \*\*\*\*31,607.09

PAY TO THE ORDER OF  
TOWN OF PEMBROKE  
311 Pembroke St  
Pembroke NH 03275  
177458

**NON-NEGOTIABLE**

**RENEWAL**  
**CABLE TELEVISION FRANCHISE**  
**FOR**  
**THE TOWN OF PEMBROKE,**  
**NEW HAMPSHIRE**

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**Town of Pembroke**

**Comcast Franchise Renewal Proposal**

Agreement made this      day of                      20223, between Comcast of Maine/New Hampshire, Inc., and the Town of Pembroke, a New Hampshire Municipal Corporation with a place of business at 311 Pembroke Street, Pembroke, NH 03275, by its Board of Selectmen, the Franchising Authority for this Agreement pursuant to NH RSA 53-C.

**WITNESSETH**

WHEREAS, Comcast of Maine/New Hampshire, Inc., (hereinafter "Comcast" or "Franchisee") is the duly authorized holder of a Franchise to operate a cable system in the Town of Pembroke (hereinafter "Town"); and

WHEREAS, the current franchise agreement expires on March 8, 2024~~18~~ and Comcast seeks to renew said agreement; and

WHEREAS, there has been an opportunity for public comment, as described by Section 626(h) of the Cable Act; and

WHEREAS, the Franchising Authority and Comcast of Maine/New Hampshire, Inc. did engage in good faith negotiations and did agree on various provisions regarding the Cable Television System in Pembroke; and

NOW THEREFORE, after due and full consideration, the Pembroke Board of Selectmen and Comcast agree that this Franchise is issued upon the following terms and conditions:

## ARTICLE I -DEFINITIONS

### SECTION 1.1 - DEFINITIONS

The following terms used in this Franchise shall have the following meanings; however, any term not included in the following definitions which is otherwise defined in FCC rules and/or regulations, or by federal law as of the Effective Date of this Franchise Renewal, shall be incorporated herein by reference:

(a) **Access Channel(s)**: One or more video channel(s) owned by the Franchisee and made available to the Town of Pembroke without charge, for the purpose of transmitting community public, governmental and educational Access Programming to Subscribers.

(b) **Access Programming or PEG Access Programming**: (i) "Educational": Non-commercial Programming produced by the Town of Pembroke Public Schools, or other educational organizations as designated by the Franchising Authority and other non-commercial educational programming offered by them or on their behalf; (ii) "Governmental": non-commercial Programming produced by Town of Pembroke departments or agencies and other non-commercial programming offered by them or a duly authorized designee; (iii) "Public": non-commercial Programming produced by the Town of Pembroke, or produced by an access corporation or non-profit corporation operating within the Town of Pembroke or other programming as may be authorized by the Franchising Authority.

(c) **Affiliate or Affiliated Person**: A Person that owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.

(d) **Basic Broadcast Service**: That service tier which includes at a minimum the retransmission of local television broadcast signals in accordance with the Cable Act.

(e) **Cable Act**: Title VI of the Communications Act of 1934, 47 U.S.C. 521, et seq., as may be amended from time to time.

(f) **Cable Service or Service**: The one-way transmission to Subscribers of (i) video Programming, or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection or use of such video Programming or other Programming service.

(g) **Cable System**: The facility that is the subject of this Franchise, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town.

(h) **Drop**: The coaxial cable that connects a home or building to the Cable System.

(i) **Effective Date**: ~~March 9, 2018~~ March 9, 2024.

(j) **FCC**: Federal Communications Commission, or successor governmental entity thereto.

(k) **Franchisee**: Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Franchise Agreement.

(l) **Franchise or Franchise Agreement**: The Franchise granted herein and any amendments thereof.

(m) **Franchise Authority or Franchising Authority**: Board of Selectmen of the Town of Pembroke, New Hampshire, or its duly authorized designee per Section 9.7, in accordance with applicable federal and state law.

Pembroke Cable Television Renewal License

(n) **Franchise Fee:** Means the payments to be made by the Franchisee to the Town of Pembroke and/or its designee, such as an Access Corporation, which shall have the meaning as set forth in 47 USC §542.

(o) **Gross Annual Revenues:** means the monthly subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Pembroke to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, advertising or home shopping revenue, and equipment rental fees. Gross Annual Revenue shall not include refundable deposits, bad debt that remains uncollected and is subsequently written off, late fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Licensee on behalf of such entity.

(p) **Leased Channel or Leased Access:** A video channel designated for leased access services, which the Franchisee shall make available pursuant to 47 USC §532.

(q) **Outlet:** An interior or exterior receptacle that connects a television set to the Cable System.

(r) **Person:** Any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(s) **Private Roads:** Private rights of way or non-public roadways not classified as public highways by NH RSA 229:5.

(t) **Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station, which shall have the meaning as set forth in Section 522:19 of the FCC rules and regulations.

(u) **Public Way:** The surface of, and the space above and below, any public street in the Town defined as a class VI to class I road pursuant to NH RSA 229:5, and any road, highway, freeway, bridge, lane, path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or thereafter held by the Franchise Authority.

(v) **Subscriber:** Any Person, firm, company, municipality, corporation or other entity lawfully receiving Cable Services from the Franchisee.

(w) **Town:** The Town of Pembroke, New Hampshire.

(x) **Upstream Link:** A fiber or coaxial cable connection transporting video signals from originating points to a head-end or sub-headend.

## ARTICLE 2 - GRANT OF FRANCHISE

### SECTION 2.1 - GRANT OF FRANCHISE

(a) Pursuant to the authority of the Cable Act and NH RSA 53-C, as amended from time to time, the Board of Selectmen, acting as the Franchising Authority, hereby grants a non-exclusive Franchise to Franchisee authorizing and permitting said Franchisee to construct, upgrade, operate and maintain a Cable System within the municipal limits of the Town of Pembroke.

(b) The Franchise is granted under and in compliance with and subject to the Cable Act and NH RSA Chapter 53-C, and in compliance with all rules and regulations of the FCC and all other applicable rules and regulations. The Town specifically reserves all authority vested in it under NH RSA 231:160 et. seq. to manage, regulate and control the public right-of-way, as such authority relates to the provisions of cable services, provided that the exercise of such authority does not conflict with the rights granted herein or with the rights of the Franchisee under federal and state law.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, operate and maintain the Cable System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in the Public Ways and other public places and property under the jurisdiction of the Town, as set forth in Section 1.1 (u). This authorization shall not be deemed a waiver of the Town's rights to require permits or licenses for installation of facilities in public ways pursuant to New Hampshire law. (See also Section 2.7)

### SECTION 2.2 - DURATION OF FRANCHISE

The term of this non-exclusive Franchise shall be for a period of six (6) years commencing on ~~March 9, 2018~~ March 9, 2024 and shall terminate at midnight on ~~March 8, 2024~~ March 8, 2030. If the Franchising Authority implements an Access Channel as part of Section 6.3 of this Agreement, the term will be automatically extended for an additional five (5) years, terminating at Midnight on March 8, ~~2029~~2035. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal law, as such laws may be from time to time amended.

### SECTION 2.3 - RENEWAL OF FRANCHISE

Subject to Section 626 of the Cable Act the renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law.

### SECTION 2.4 - TRANSFER OR ASSIGNMENT

(a) Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld

or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a written request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

(b) The taking of any action in violation by Franchisee of Section 2.4 shall be null and void and shall be deemed a material breach of this Franchise, and the provisions of Section 8.5 shall apply.

(c) (1) The consent or approval of the Franchising Authority to any Transfer of the Franchise shall not constitute a waiver or release of the rights of the Town in and to the Public Ways or any other rights of the Town under this Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Franchise.

(2) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

#### **SECTION 2.5 – NON-EXCLUSIVITY AND EQUAL PROTECTION PROVISION**

(a) The right to use and occupy the Public Ways and public places shall not be exclusive, provided that pursuant to NH RSA 53-C:3-b(I) and consistent with federal law, the Franchising Authority shall not grant any additional franchises to cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within the Town.

(b) If Franchisee believes that any additional cable television franchise(s) have been granted on terms and conditions more favorable or less burdensome than those in this Franchise Agreement the Franchisee may request, in writing, that the Franchising Authority hold a public hearing. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that the grant of any such additional cable television franchise(s) contains terms and conditions more favorable or less burdensome than those in this Franchise Agreement. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(c) Should the Franchisee demonstrate that an additional franchise has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall make equitable amendments to this Franchise Agreement within a reasonable time.

#### **SECTION 2.6- POLE AND CONDUIT ATTACHMENT RIGHTS**

Pursuant to RSA 231:159, et seq., the Franchisee may seek to attach or otherwise affix cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on Public

Ways, provided the Franchisee secures permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. Franchisee may erect its own poles and install its own conduit, with approval of the location of such installation by the Town, pursuant to law, which approval shall not be unreasonably withheld. The Franchising Authority grants Franchisee equal standing with the power and telephone utilities in the matter of placement of facilities on Public Ways. In the event that the Franchisee installs, owns and maintains any poles in the Town's rights of way, the Franchisee shall make available for attachment by use of the Franchising Authority the right to attach to its poles subject to 1) the availability of space on said poles and 2) the prior execution of a pole attachment agreement with the Franchisee.

#### **SECTION 2.7 - POLICE AND REGULATORY POWERS**

The Franchisee's actions and conduct under this Agreement are expressly subject to the powers of the Town to adopt and enforce by-laws, ordinances, rules, and regulations of general applicability that are not exclusive to this Franchise or the Franchisee to its authority under New Hampshire law.

#### **SECTION 2.8 - REMOVAL OF SYSTEM**

Upon termination of this Renewal Franchise, or of any renewal thereof by passage of time or otherwise, and unless (1) the Franchisee has had its franchise renewed for another term or (2) the ownership of the Cable System has been transferred to another Person pursuant to applicable law, the Franchisee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and other appurtenances from the Public Ways and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months of such termination, the Franchising Authority may deem any property not removed as having been abandoned.

### ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION

#### SECTION 3.1 - SERVICE AREA; LINE EXTENSIONS

(a) Service Area: Subject to Section 3.1(c) below, the Franchisee shall, upon request, make Cable Service available to all residential dwelling units in the Town of Pembroke.

(b) In the case of new construction or property development that is contiguous to the trunk and distribution system where utilities are to be placed aerially or underground, the developer or property owner shall give Franchisee reasonable notice of not less than sixty (60) days prior to such construction or development, and, if applicable, of the particular date on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and materials to be provided at Franchisee's expense, or as otherwise agreed by the parties. Franchisee shall also provide specifications as needed for trenching. Allocation of cost of trenching and easements required to bring service to the development shall be as determined by Franchisee and the developer or property owner. Service shall be made available to newly constructed areas within ninety (90) days after request for service, taking into account and subject to permitting requirements, weather, force majeure, performance of make ready, availability of construction crews and materials, and the ability to obtain all necessary easements at no cost to the Franchisee.

(c) Franchisee shall extend its Cable System to all residential dwelling units in the Town with a density of a minimum of twenty-five (25) residential units per mile for aerial, or new underground developments constructed as described in Section 3.1(b) where the cost of trenching is borne by the developer and not the Franchisee, or (ii) a minimum of forty (40) homes per underground mile for underground areas where the cost of the extension is paid by Franchisee.

(d) Franchisee shall make cable service available to any commercial establishment in the Town provided that said establishment agrees to pay for installation and any required line extension and monthly subscription costs as determined by Franchisee.

#### SECTION 3.2 - SUBSCRIBER CONNECTIONS & COSTS

Installation costs shall conform with the Cable Act and regulations thereunder, as may be amended from time to time. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the cable plant shall be entitled to a standard installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For underground installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty (150 ft.) shall be at the standard installation rate.

#### SECTION 3.3 - CABLE SYSTEM

(a) The Franchisee commits to maintaining a minimum 750MHz Cable System.

(b) The Cable System shall be designed and constructed so that television station broadcast signals received by the Franchisee in stereo are transmitted in stereo to Subscribers.

#### **SECTION 3.4 - EMERGENCY OVERRIDE**

The Cable System shall comply with the FCC Emergency Alert System regulations.

#### **SECTION 3.5 - LEASED ACCESS CHANNELS**

Pursuant to 47 U.S.C. 532, the Franchisee shall make available channel capacity for commercial use by persons unaffiliated with the Franchisee. Rates for use of commercial access channels shall be negotiated between the Franchisee and the commercial user in accordance with federal law.

#### **SECTION 3.6 - GOVERNMENTAL CABLE DROPS TO CABLE SYSTEM**

The parties agree that Franchisee will provide basic cable service to the locations identified in <sup>(b)(1)</sup> Exhibit A and has the right in accordance with applicable law to deduct the value of those services from franchise fees. Franchisee will notify the Town if it intends to implement said offset and the value of those services at least sixty (60) days prior to doing so. The Franchisee shall provide, and continue to maintain as directed in writing by the Franchising Authority, (i) one cable drop connected to the Cable System within the standard installation requirements of Section 3.2, (ii) one Outlet, and (iii) the Basic Broadcast Service to all municipal and school buildings which are listed in Exhibit A hereto and are located along the Cable System trunk and distribution system and, upon written request from the Board of Selectmen, to any other newly constructed municipal or school building located along the Cable System trunk and distribution system. Upon written request of the Board of Selectmen, Franchisee shall provide one separate drop connection, outlet and service at the Pembroke Safety Center for the Police, Fire, and Emergency Management Departments, totaling three drops or outlets at the Pembroke Safety Center. The Franchisee shall maintain standard installation drops, Outlets and Basic Broadcast Service throughout the life of this Franchise, and shall provide one new standard installation and Basic Broadcast Service to municipal and school buildings newly constructed or acquired subsequent to the commencement of this Franchise and that are along the trunk and distribution system, which shall be wired within ninety (90) days of delivery of a written request from the Franchising Authority to Franchisee and subject to Force Majeure. -The Franchising Authority or its designee shall consult with the appropriate individuals to determine the appropriate location of each Drop and Outlet and any additional costs for construction prior to the installation of the free service. Franchisee shall not be required to relocate existing Drops or construct additional Drops to municipal buildings at no cost.

The Franchise shall provide funding to the Franchising Authority in the amount of Five Thousand Dollars (\$5,000.00), for telecommunications funding, payable annually on or before January 31. The first of six (6) payments shall be made within 60 days of the Effective Date.

The payment above shall be made directly to the Franchising Authority. In accordance with applicable law, this Franchise Related Cost shall be passed through to Subscribers and shall appear as a line item on Subscribers' monthly bills.



**SECTION 3.7 – SYSTEM MAPS**

The Franchisee shall maintain a complete set of strand maps of the Town which will show those areas in which its facilities exist and the location of all streets. The strand maps will be retained at Franchisee's primary place of business and will be made available to the Franchising Authority for inspection by the Franchising Authority within five days upon written request.

**SECTION 3.8 – EMERGENCY POWER**

The Cable System shall incorporate equipment capable of providing stand-by powering of the headend upon failure or outage of the power supplied by the electric utility.

## **ARTICLE 4 - TECHNICAL, SAFETY, CONSTRUCTION AND INSTALLATION STANDARDS**

### **SECTION 4.1 - SYSTEM CONSTRUCTION AND MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall use best efforts to avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the equipment, cable and wires of the Cable System for which this Franchise is granted shall be done in conformance with OSHA, the National Electrical Safety Code, rules and regulations of the FCC and applicable state and local laws and ordinances, as they now exist or as they may be amended from time to time.

(c) Operations and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment.

(d) All structures and all lines, equipment and connections in the Public Ways and Private Roads and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

(e) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise through the Town's code enforcement office. The Franchising Authority or its designee(s) shall have the right to inspect the plant of the Franchisee in the Town at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Town.

(f) Upon written notice from the Town, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

### **SECTION 4.2 - SYSTEM OPERATION**

The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to Cable Systems. Upon written request by the Franchising Authority or its designee, Franchisee shall provide copies of the Proof of Performance reports required by the FCC.

### **SECTION 4.3- REPAIRS AND RESTORATION**

(a) Franchisee shall adhere to the performance standards set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or

other maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to Subscribers. Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System only during periods of minimum use.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Ways the same shall be replaced and the surface restored in as reasonably good condition as before entry as soon as practicable. Such restoration shall be made within thirty (30) days, weather permitting or due to events beyond the reasonable control of Franchisee and subject to Force Majeure, after Franchisee's receipt of written notification from the property owner so damaged unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

#### **SECTION 4.4 - CABLE LOCATION**

(a) In all areas of Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs of relocating utility poles, or trenching for the placement of underground conduits, shall be proportionally shared or reimbursed, if applicable, by all affected companies, as provided by law. Costs for such underground placement of the Cable System may be subject to a pass-through to Subscribers.

(c) Nothing in this Section 4.4 shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **SECTION 4.5 – TREE TRIMMING**

In the same manner as provided for public utilities pursuant to NH RSA 231:145 the Franchisee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and Public Ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town ordinances and regulations.

#### **SECTION 4.6 - BUILDING MOVES**

In accordance with applicable laws, the Franchisee shall, upon the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the

moving of the building(s). The Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

#### **SECTION 4.7 - DIG SAFE**

The Franchisee shall comply with all applicable "dig safe" provisions pursuant to NH RSA 374:51.

#### **SECTION 4.8- DISCONNECTION AND RELOCATION**

(a) The Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any similarly situated public utility.

(c) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

## ARTICLE 5 - SUBSCRIBER RIGHTS AND PROTECTION

### SECTION 5.1 - INSTALLATION VISITS - SERVICE CALLS- RESPONSE TIME

**(a) New Service:** In accordance with federal laws and the rules and regulations of the FCC, the Franchisee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, subject to weather and Force Majeure. If arranging appointments for installation, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, and a narrower interval, if possible within the morning and afternoon time frame, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 am to 5:00 pm weekdays).

**(b) Service Request/Complaints.** A Subscriber complaint or request for service received after normal business hours shall be responded to the next business day.

**(c) Personnel.** The Franchisee shall ensure that there are standby technicians on call at all times after normal business hours. The answering service shall be required to notify the standby technician(s) of (i) any emergency situations or (ii) an outage as described in Section 5.2(e) below.

**(d) Outages.** Technical personnel shall be available twenty-four (24) hours per day to respond to System outages. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Franchisee has reason to know of such an outage.

**(e) Removal of Equipment.** The Franchisee shall remove all Subscriber cable Drops within fourteen (14) days of receiving a request from a Subscriber to do so.

**(f) Local Office and Contact.** Pursuant to NH RSA 53-C:3-c (II) Franchisee shall maintain an office which shall be open during usual business hours, have a listed toll-free telephone number, and be capable of receiving complaints, requests for adjustments, and service calls.

### SECTION 5.2 - FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, required by Federal Law and currently codified at 47 CFR. § 76.309, as may be amended from time to time, which standards are attached hereto as Exhibit B and made a part hereof.

### SECTION 5.3 – SERVICE INTERRUPTIONS

Pursuant to NH RSA 53-C:3-c (I) In the event service to any subscriber is interrupted for 24 or more consecutive hours, Franchisee will, upon request, grant such subscriber a pro rata credit or rebate. Franchisee shall provide notice to all new subscribers and to existing subscribers not less than annually advising them of the right to request such credit.

### SECTION 5.4 - COMPLAINT RESOLUTION PROCEDURES

**(a)** The Franchisee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) may attempt to assist in resolving the matter as follows:

- (1) Upon the written request of a subscriber and after the subscriber has tried to resolve the matter with the Franchisee, the Franchising Authority or its designee(s) shall notify Franchisee which, within ten (10) business days after receiving such notice, send a written report to the Franchising Authority with respect to any complaint, sending a copy to the complainant. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee, but shall be subject to the Privacy provisions of Section 5.7 herein.
- (2) Within 30 days of the Franchisee's report, the subscriber may request to meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, in order to fully discuss and resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Franchising Authority or designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(d) In the event that the Franchising Authority, or its designee(s), finds a pattern of multiple unresolved Subscriber complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of complaints.

#### **SECTION 5.5 – EQUIPMENT AND OTHER REMOTE CONTROL DEVICES**

(a) The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, and to own, utilize and program equipment including remote control devices, which are compatible with the equipment provided by the Franchisee, provided that such subscriber equipment will not damage the Cable System or facilitate the unauthorized reception of Cable Service. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the subscriber equipment acquired by Subscriber.

(b) Franchisee shall not remove or require the removal of any television antenna of a Subscriber. Franchisee shall make available for purchase at its own cost plus a reasonable return, an adequate switching device to allow a Subscriber to choose between Cable Service and non-cable reception.

(c) Upon request, and at no separate additional charge, the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System, commonly known as Parental Control. The parental control capability may be achieved through the use of a converter and Franchisee may charge Subscriber for use of such a converter.

**SECTION 5.6 – EMPLOYEE/VEHICLE IDENTIFICATION**

All of the Franchisee's employees entering upon private property in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sale personnel, shall be required to produce, upon request, an employee identification card issued by the Franchisee and bearing a picture of said employee. All of Franchisee's vehicles that are used in connection with the System shall be reasonably identifiable as those of the Franchisee.

**SECTION 5.7 - PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Franchisee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Franchisee shall comply with all privacy provisions contained in 47 U.S.C. 551 and all other applicable federal and State laws and regulations including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) Subject to Section 631 of the Cable Act, the Franchisee shall notify all third parties who offer Cable Services in conjunction with the Franchisee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal Franchise.

(d) The Franchisee shall provide Subscribers with an annual written notice of its Subscriber Privacy. A Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party data identifying the Subscriber either by name or address and the Franchisee shall abide by this request.

(e) The Franchisee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Franchisee maintains regarding said Subscriber pursuant to 47 USC § 551.

(f) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Franchisee's Manager of Government Affairs. The Franchisee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

**ARTICLE 6-PROGRAMMING AND ACCESS CHANNELS**

**SECTION 6.1---BASIC SERVICE**

Pursuant to the FCC Regulations, the Franchisee shall provide Basic Service.

**SECTION 6.2---PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in Exhibit C, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in Exhibit D, but excluding PEG Access Programming, are at the sole discretion of the Franchisee, unless otherwise provided by applicable law(s).

(b) The Franchisee shall provide the Franchising Authority and all Subscribers with notice of its intent to change the Pembroke Programming line-up at least thirty (30) days before any such change is to take place, provided that any such changes are within the control of the Franchisee.

**SECTION 6.3 - ACCESS CHANNELS**

(a) The Franchising Authority may request that the Franchisee enter into negotiations on an amendment to this Franchise that outlines the terms and conditions under which a PEG Access channel may be provided to the Town.

(b) In the event that such an amendment is agreed to by the parties, the Franchising Authority agrees to automatically extend the term of this Franchise for an additional five (5) years.



## **ARTICLE 7 -RATES AND CHARGES**

### **SECTION 7.1 PRICES AND CHARGES**

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law which allows sufficient opportunity for subscribers to alter or terminate service prior to being charged any increased rate. In the event that a Subscriber chooses to downgrade its level of service within thirty (30) days of Franchisee's increase in the Subscriber's monthly rate, there shall be no charge for the downgrading of said service. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

### **SECTION 7.2 - RESERVATION OF RIGHT REGARDING RATE REGULATION.**

The Town reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable laws.

### **SECTION 7.3 - FRANCHISE FEE**

(a) Upon written request VIA US Mail Return Receipt and with a minimum one hundred-twenty (120) days notice Franchising Authority may request Franchisee to provide a payment to the Franchising Authority equal to not more than two and half percent (2.5%) of its Gross Annual Revenues. Said payments shall be made within forty-five (45) days of the end of each calendar quarter. The first and last payments shall be prorated to reflect the time period for which the Franchise Fee was in effect. The starting date of the period for which the Franchise Fee is collected shall be one hundred twenty (120) days from the date of receipt of said notice or other later date as may be agreed upon by the parties. In accordance with applicable law, this Franchise Fee shall be passed through to Subscribers and shall appear as a line item on Subscribers' monthly bills.

(b) Franchisee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided that said five percent (5%) shall include the following: (i) the amount of the technology fund in Section 3.6 (b) and (ii) any Franchise Fees or assessments that may be payable to the Town and the State ; however, said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; and (ii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Franchisee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed to in writing by the parties.

(d) Any payments not received by the due date specified in this section shall bear interest at the Prime Rate.

## ARTICLE 8- ADMINISTRATION AND REGULATORY OVERSIGHT

### SECTION 8.1 - INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder provided that the Franchising Authority shall give to the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority for which indemnification is sought. If the Franchising Authority determines that it is necessary for it to employ separate counsel, such costs shall be the responsibility of the Franchising Authority and shall in no manner be the responsibility of the

### SECTION 8.2 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional named insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by or arising out of the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000).

(c) Worker's Compensation, including liability benefits, and any other legally required employee benefits, shall be supplied in statutory amounts.

(d) All insurance coverage, including Worker's Compensation, shall be maintained throughout the period of this Franchise Agreement. All expenses incurred for said insurance shall be at the sole expense of the Franchisee.

(e) Franchisee will file an insurance certificate showing coverage beginning on the Effective Date with the Town and shall promptly notify Franchising Authority of any changes and shall also file insurance certificates in the event of change documenting compliance with this section.

### **SECTION 8.3 - PERFORMANCE BOND**

(a) The Franchisee shall maintain, without charge to the Town, throughout the term of this Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Twenty-five Thousand Dollars (\$25,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal Franchise.

(b) The performance bond shall be effective throughout the term of this Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of this Renewal Franchise, the Town shall recover from the surety of such bond all costs incurred and/or damages suffered by the Town as a result thereof, pursuant to Section 8.4.

(c) Said bond shall be a continuing obligation of this Renewal Franchise, and thereafter until the Franchisee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal Franchise or from the exercise of any privilege herein granted. In the event that the Town draws upon said surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$25,000.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered there under shall limit the liability of the Franchisee under the Renewal Franchise.

### **SECTION 8.4 - NOTICE AND OPPORTUNITY TO CURE**

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, and except as excused by force majeure, and prior to instituting any action against the Franchisee under Section 8.3 (Performance Bond) or Section 8.5 (Revocation), the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at thirty (30) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the

Franchisee is in such default the Franchising Authority may determine to pursue any lawful remedy available to it. In the event that the Franchising Authority does not issue a final report, said notice of default shall be deemed to have been waived by the Franchising Authority, and the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

(e) Upon a formal finding of default pursuant to Sections 8.4(a-d), the Franchising Authority may seek available remedies which include, but are not limited to, drawing upon the performance bond and/or revocation of the franchise. If the performance bond is drawn upon and is not reinstated to its full level within a period of thirty (30) days, the Franchising Authority may determine to instead to revoke the franchise or pursue any lawful remedy available to it.

#### **SECTION 8.5 - REVOCATION OF FRANCHISE; DEFAULT**

The Franchise issued hereunder may, after due notice and hearing as provided in Section 8.5, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to comply with any of the material terms and conditions of the Franchise;
- (b) For any transfer or assignment of the Franchise Agreement or control thereof without consent of the Franchising Authority pursuant to Section 2.5 and the provisions of applicable law;
- (c) For failure to maintain a performance bond as described in Section 8.3 or to maintain insurance as described in Section 8.2;

## ARTICLE 9 - MISCELLANEOUS

### SECTION 9.1 - SEVERABILITY

If any section, paragraph, term or provision of this Franchise Agreement is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Franchise Agreement or any renewal or renewals hereof.

### SECTION 9.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise Agreement, the term force majeure as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; environmental restrictions; and unavailability of essential equipment, services and/or materials and/or any other cause or event not reasonably within the Franchisee's control.

### SECTION 9.3 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to the regulations of the State of New Hampshire, and the rules and regulations of the FCC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

### SECTION 9.4 - NOTICES

- (a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the Attn: Board of Selectmen, Town of Pembroke, 311 Pembroke Street, Pembroke, New Hampshire 03275.

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority:

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
~~181 Ballardville Street, Suite 203~~ 5 Omni Way  
~~Wilmington, MA 01886~~ Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### SECTION 9.5 - AMENDMENT OR MODIFICATION

This Franchise shall not be amended or modified except by written agreement duly executed by the Board of Selectmen and by Franchisee's duly authorized agent(s) following notice and public hearing on the proposed amendment with not less than fifteen days prior public notice, costs of such notice to be paid by the party requesting the amendment or split between the parties if mutually requested.

#### SECTION 9.6 - ANNUAL PERFORMANCE REVIEW

(a) The Franchising Authority may hold a performance evaluation hearing within sixty (60) days of each anniversary of the Effective Date of this Renewal Franchise and upon thirty (30) days prior written notice to the Franchisee. If Franchisee is unable to attend a particular performance evaluation hearing, it shall promptly notify the Franchising Authority either by phone or in writing and shall propose an alternate date within thirty (30) days. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Franchisee's compliance with the terms and conditions of this Renewal Franchise.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the installation, operation and/or maintenance of the Cable System. During review and evaluation by the Franchising Authority, the Franchisee shall fully cooperate with the Franchising Authority and/or its designee, and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the Franchisee's compliance with this Renewal Franchise and send one (1) copy to the Franchisee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the material terms

and conditions of this Renewal Franchise, the Franchisee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 8.4. In the event that the Franchising Authority does not issue a final report, said issues of performance shall be deemed to have been waived by the Franchising Authority, and the issue of said performance against the Franchisee by the Franchising Authority shall be considered null and void.

#### **SECTION 9.7 - DELEGATION**

The Franchise Authority may delegate to any Town official, employee, agency or commission the authority to exercise any of Town 's rights hereunder which may lawfully be so delegated. The Franchising Authority shall provide the Franchisee with thirty (30) day prior written notice of such delegation.

#### **SECTION 9.8 - FINAL AGREEMENT**

The Agreement stated herein, in writing, constitutes the final and entire agreement between the parties.

#### **SECTION 9.9 - PROPRIETARY AND CONFIDENTIAL INFORMATION**

If the Franchisee reasonably believes that any documentation to be provided to the Franchising Authority in accordance with the provisions of this Franchise Agreement contains proprietary or confidential information, then the Franchisee shall provide the Franchising Authority with written notice thereof, and thereafter Franchisee shall submit the information to its counsel, who shall confer with the Town's counsel for a determination of the Franchisee's claim of proprietary interest. In the event of a disagreement, the parties shall submit the matter to a court of appropriate jurisdiction.

#### **SECTION 9.10- NO THIRD PARTY BENEFICIARIES**

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal Franchise.





**EXHIBIT A – PUBLIC BUILDINGS ON THE CABLE SYSTEM**

Pembroke Village School	30 High Street
Pembroke Town Hall	311 Pembroke Street
Pembroke Academy	209 Academy Road
Pembroke Hill School	300 Belanger Drive
Three Rivers School	243 Academy Road
Pembroke Library	261 Pembroke Street
Perry Eaton Building	4 Union Street
DPW Garage	8 Exchange Street
Pembroke Water Works	212 Main Street
Pembroke Safety Center	247 Pembroke Street

**EXHIBIT B - CUSTOMER SERVICE REGULATIONS**

Code of Federal Regulations 47 CFR §76.309

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

**Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

**EXHIBIT C - PROGRAMMING**

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.





## Spring 2024 Rate Setting Schedule

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**To:** Member Reps. & Authorized Officers of Wave 2 CPAs: Durham, Hudson, New London, Newmarket, Pembroke, Stratham, Warner, Webster, Westmoreland  
Member Reps. & Authorized Officers of Operating CPAs: Canterbury, Cheshire County, Enfield, Exeter, Hanover, Harrisville, Lebanon, Nashua, Peterborough, Plainfield, Portsmouth, Rye, Walpole

**From:** Brian Callnan, CEO

**Date:** November 21, 2023

**Subject:** Spring 2024 Procurement, Rate Setting & Wave 2 Launch Schedule

---

This memo outlines CPCNH's procurement and rate setting timeline for the upcoming 6-month rate period (February through July 2024) along with key activities as we prepare to launch our second wave of Community Power Aggregations (CPAs).

The following Member towns have authorized Community Power launch by CPCNH and make up our "Wave 2" group:

Wave 2 Members	Population
Cheshire County (various towns)	TBD
Durham	15,490
Hudson	25,349
New London	4,400
Newmarket	9,430
Pembroke	7,207
Stratham	7,695
Warner	2,937
Webster	1,954
Westmoreland	1,706
<b>Total</b>	<b>76,213</b>

### Key Dates for Authorized Officers

Authorized Officers of newly launching Wave 2 Members will be invited to attend the **Wave 2 Procurement Authorization Meeting** on Thursday, December 21 (either virtually or in person) and will be given the opportunity to elect to defer procurement on behalf of their CPA at the meeting. Calendar invitations to follow.

In advance of the meeting, initial rate recommendations will be sent out for Member review on December 15. After procurement has been authorized on behalf of participating Wave 2 CPAs, and after a public ratesetting consultation meeting, final rate recommendations will be sent to the Board late in the day on December 21.

Between December 21 and 28 (when the Board meets to approve rates), all CPA Authorized Officers (or alternatively, member governing bodies) will be invited to elect rate products. Absent any election, Granite Basic will be set as the Member CPA's default product, with Granite Plus, Clean 50, and Clean 100 as opt-up products.

## Procurement and Rate Setting

**Thursday, December 11:** Risk Management Committee meets to evaluate market conditions and hedge recommendation memo.

**Thursday, December 14:** Eversource, Liberty, Unitil rates known for period 2/1 – 7/31 2024.

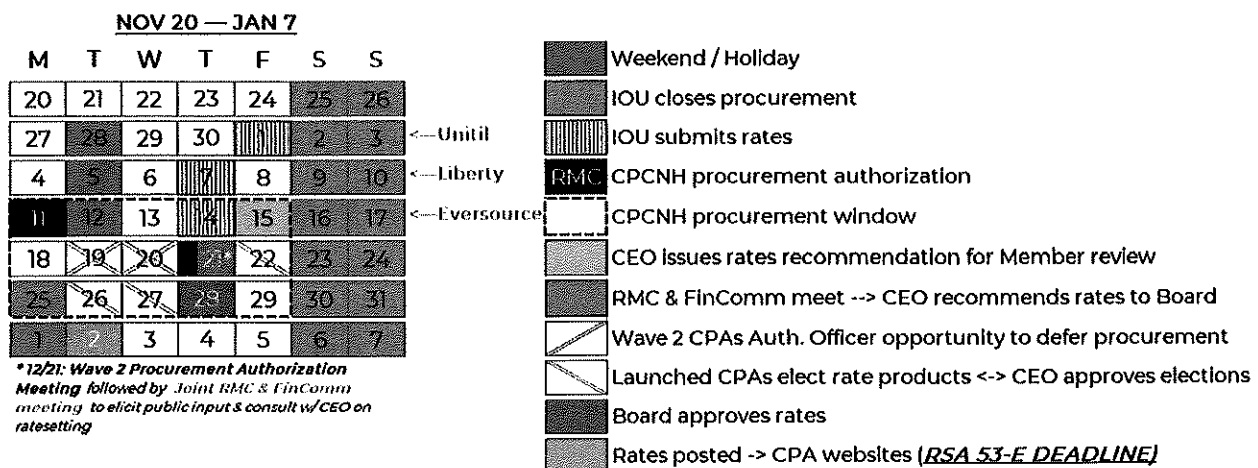
**Tuesday, December 15:** CEO issues rate recommendation for review by Members, including Authorized Officers of Wave 2 Members.

### Thursday, December 21:

1. Risk Management Committee meets and entertains a hedge recommendation memo for Operating CPAs and to authorize procurement for Wave 2:
  - ✓ Wave 2 Authorized Officers will be invited to attend (virtually or in-person) and provided an opportunity to elect to defer procurement.
  - ✓ Note that absent an election to defer, Wave 2 CPAs will be included in procurement.
2. Risk Management & Finance Committees meet jointly on CEO rate recommendation:
  - ✓ CEO presentation on utility default supply rates and competitive offerings for the February through July 2024 period.
  - ✓ CEO presentation on CPCNH rate setting revenue requirements (expected costs, expenses, financial reserves) and recommended supply rates.
  - ✓ Public comment and input on recommended changes to default supply rates.
  - ✓ Joint Committee deliberation and consultation with CEO on recommended rates.
3. CEO finalizes and sends recommended rates to Board for review.

**Thursday, December 28:** CPCNH Board of Directors sets rates.

- ✓ Deadline for Launched CPA Authorized Officers to make changes in default and opt-in rate products, otherwise elections from current rate period will remain.
- ✓ **Tuesday, January 2:** RSA 53-E statutory deadline for CPCNH to publicly post new supply rates for the period effective 2/1/24 through 7/31/24.



## Noticing and Launch

**Wednesday, January 3:** Public Engagement Kickoff Meeting (virtual).

**Monday, January 8:** Deadline for Members to schedule a public information session for the week of January 29 so details may be included in customer enrollment letters.

**Monday, January 22:** Target date to mail Wave 2 customer enrollment letters; contact center and CommunityPowerNH.gov webpages go-live.

**Week of January 29:** Target week for mandatory public information sessions (which must be held within 15 days after the mailing).

**March 2024:** Target month for Wave 2 launch and customer enrollments.

January 1 to February 4							
M	T	W	T	F	S	S	
1	2	3	4	5	6	7	Weekend / Holiday
8	9	10	11	12	13	14	Rates posted -> CPA websites
15	16	17	18	19	20	21	Wave 2 CPA Public Engagement Workshop (Virtual)
22	23	24	25	26	27	28	Wave 2 CPAs schedule public information sessions
29	30	31	1	2	3	4	Wave 2 notices mailed to customers
							Wave 2 CPAs hold public information sessions





**COMMUNITY  
POWER COALITION**  
OF NEW HAMPSHIRE  
*For communities, by communities.*



**PUBLIC NOTICE  
CUSTOMER NOTIFICATION FOR TOWN OF PEMBROKE  
COMMENCEMENT OF SERVICE OF PEMBROKE COMMUNITY POWER**

<b>ELECTRICITY SUPPLY CHOICES</b>			
<b>Residential, General Service, &amp; Outdoor Lighting</b>			
Fixed supply rates effective through July 2024.			
Renewable Content	Power Options	Rate ¢/kW h	Estimated Cost*
100%	Clean 100	[CP4] ¢	± \$[XX] / month
50%	Clean 50	[CP3] ¢	± \$[XX] / month
33%	Granite Plus	[CP2] ¢	± \$[XX] / month
24.3%	Granite Basic (DEFAULT)	[CP1] ¢	± \$[XX] / month
24.3%	Eversource	[U1] ¢	± \$[U\$] / month
*Based on usage of 600 kWh per month			

**Welcome to Pembroke Community Power!**

In March 2023, the Pembroke Community Power Plan was adopted by Town Meeting vote. We are now launching service to save Pembroke electric customers money and expand energy choices by offering four renewable energy options.

Pembroke Community Power Plan rates start at [CP1] per kilowatt-hour (kWh). Eversource charges most customers [U1] per kWh.

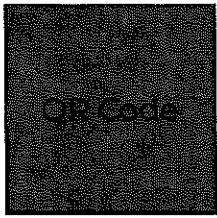
**Do I need to take action to benefit from Pembroke Community Power?**

If Eversource is currently the electricity 'Supplier' listed on your monthly bill, you will likely not need to take any action to participate (limited exceptions listed on page 3).

Unless you opt-out or choose a different option by calling us or visiting our website within 30 days, you will be automatically enrolled into our Granite Basic power option and start saving money. The switch occurs on the day your meter is read starting in March. Your meter reading date is shown on your bill.

**Please attend our public information session on Pembroke Community Power:**

1/31/24 | 6:30PM | Pembroke Academy Auditorium, 209 Academy Rd, Pembroke, NH 03275



### **What are my options? Can I choose another power option, or decline to participate?**

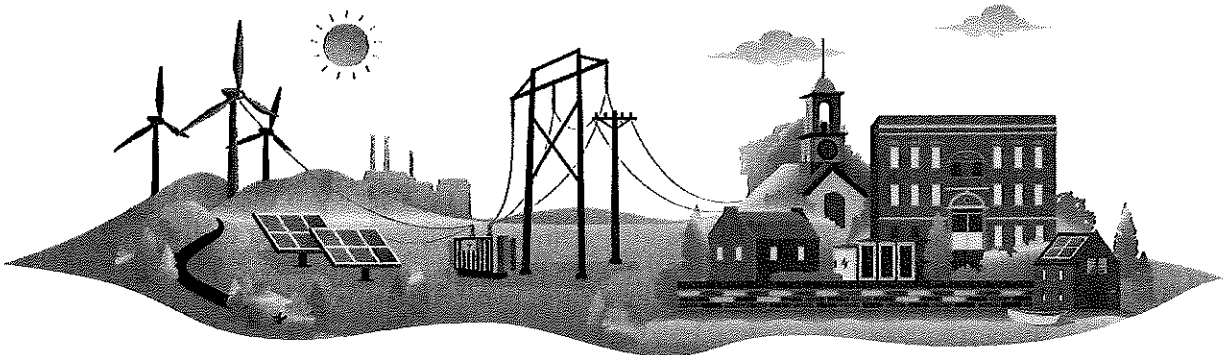
The choice is yours. To choose another power option or to opt out of Pembroke Community Power, scan the QR code or visit [CommunityPowerNH.gov/pembroke](http://CommunityPowerNH.gov/pembroke) and use the portal under "Electricity Choices OR call us at 1-866-603-7697 (POWR). Have your Eversource account number handy so we can easily process your selection.

You are always free to choose to buy power from Eversource or from a competitive supplier without penalty or fee for switching if you switch at the next available regular meter reading date. Customers requesting transfer of supply service upon dates other than on their next available regular meter reading date (if such a service is available from Eversource) may be charged an off-cycle meter reading and billing fee by the utility.

### **How Community Power Works**

Pembroke Community Power aggregates, or pools, the buying power of residents and businesses so that together we have local control to achieve competitively priced electricity.

By accessing the power market, we can offer competitive rates and more choices for renewable energy. This helps us control price volatility and enables us to choose which energy sources to buy or build.



#### **Source**

**Pembroke Community Power** purchases electricity from the sources you choose.

#### **Delivery**

**Eversource** delivers the electricity using the same power lines and billing mechanisms.

#### **Community**

**Pembroke Energy Customers** save money, access new rates & products, and choose how much renewable electricity to buy.

### **Will I continue to receive my Electric Assistance Program Discount?**

Yes. Electric Assistance Program participants will continue to receive their benefits.

### **Will I notice any change?**

No. You will not notice any change in your electricity service. Eversource will continue to be your electric distribution utility, respond to emergencies, read meters, and maintain the power lines. Reliability and quality of service will remain the same. You will continue to receive one bill and send payments to Eversource for processing. The only difference is that "Community Power" will be listed as the "Supplier" on your monthly bill. All other charges and existing consumer rights and protections are maintained.

### **I am a mid-sized commercial customer and my Eversource supply rate changes monthly. Does Community Power save me money?**

Yes. The table below shows a comparison between the rates Eversource charges Primary General Service (Class GV customers) and the discounted rates charged to customers enrolled onto Pembroke Community Power's Granite Basic service. These monthly rates become effective on the day of the month Eversource reads your meter, starting in March.

	MAR	APR	MAY	JUN	JUL
Eversource Class GV Rate	[U2] ¢	[U3] ¢	[U4] ¢	[U5] ¢	[U6] ¢
Community Power (Granite Basic)	[CP2] ¢	[CP3] ¢	[CP4] ¢	[CP5] ¢	[CP6] ¢

Commercial customers on monthly variable rates may also opt-up to our Granite Plus, Clean 50 or Clean 100 products for an additional 0.4¢, 1.4¢ or 4.3¢ per kWh on top of the variable month rates listed above.

## EXCEPTIONS TO AUTOMATIC ENROLLMENT

Please visit our website for additional information regarding exceptions.

### **I buy my electricity from a third-party supplier. What does this mean for me?**

If Eversource is not currently your electricity 'Supplier' (as listed on your monthly bill) you will NOT be automatically enrolled — but you may request to enroll now or at any time in the future and using the portal under "Electricity Choices." (Don't forget to check with your current provider to determine if there are any early termination fees or penalties for leaving their supply service.)

If you choose to enroll with a third-party electricity supplier within 60 days of receiving this letter, please let us know by calling 1-866-603-7697 (POWR) or emailing [Info@CommunityPowerNH.gov](mailto:Info@CommunityPowerNH.gov).

### **I am a large commercial or industrial customer. Can Community Power benefit me?**

Large General Service customers (Class G1 and TOU-EV-G1) will NOT be automatically enrolled but may request to enroll in Pembroke Community Power. Contact us at 1-866-603-POWR to discuss your options.

### **I am a Net Metered customer. Can I participate in Pembroke Community Power?**

At this time if you are a Net Metered customer, you will NOT be automatically enrolled until such time as Eversource is able to share net metering export data with us. We are actively working with Eversource and state regulators to resolve this issue. Once the data sharing issue is resolved, Pembroke Community Power will offer Net Metering rates and terms to compensate or credit customers for the electricity supply component of their net metered surplus generation.

In exchanging data with Pembroke Community Power, Eversource identifies which customers are Net Metered. We rely on this "flagging" of Net Metered customers to defer enrollment of those customers until Eversource adopts data sharing practices that will enable Pembroke Community Power to properly serve them. However, in some instances, Eversource's flagging of Net Metered customers has been unreliable. Net Metered customers, and especially Net Metering Group Hosts, are encouraged to call 1-866-603-7697 (POWR) or email [Info@CommunityPowerNH.gov](mailto:Info@CommunityPowerNH.gov) to verify they have been properly identified in our data exchange with Eversource. Please have your account number handy when reaching out.

Customers who are part of a Net Metering Group, but who are not themselves the "Host" site of the renewable generator, do not need to take any action to participate in Pembroke Community Power, and will continue to benefit from their Group Net Metering credits.



Pembroke has joined with more than fifty other New Hampshire cities and towns to create our own locally accountable nonprofit power agency, the Community Power Coalition of New Hampshire. The Coalition provides power supply and other services on behalf of its member cities and towns, ensuring revenues are managed in the public interest. Board and committee meetings are open to the public.

Our Board of Directors is elected by member cities, towns and counties. Through the Coalition, we access the expertise to ensure high quality service for customers, and the collective leadership to drive important policy improvements at the state level for a stronger and cleaner New Hampshire energy economy.

**How often will Pembroke Community Power's rates change?**

Pembroke Community Power will set and adjust rates with the objective of saving you money by offering you at least one supply option at a discount relative to your utility supply rate (along with 'opt up' choices). Most utility rates are set from February through July and from August through January. Our default rates will change for the next six-month utility rate period. Rates are set through Community Power Coalition of New Hampshire, the public non-profit governed by New Hampshire cities, towns and counties, including Pembroke. All default rate changes are publicly noticed at least 30 days in advance.

## David Jodoin

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**From:** Matt Miller <mattsib94@gmail.com>  
**Sent:** Friday, December 8, 2023 6:01 PM  
**To:** David Jodoin; Richard Frederickson; Karen Yeaton  
**Cc:** Richard Wengenroth  
**Subject:** 2nd Community Artifact for the Select Board Agenda Pack Dec 20  
**Attachments:** Mailer\_Eversource Pembroke\_2023-12-08 (draft).pdf

David, Rick, Karen:

Here is a second artifact for the Select Board information. This is the customer mailer that informs them about the upcoming Pembroke Community Power launch.

The attached draft is content for the Pembroke Eversource Enrollment mailer. Please note the following:

1. The attachment has not gone through RC Brayshaw's (print/mailshop) design process. The final will be professionally formatted; resize text and graphics and spacing; include CPCNH's color-banner-strip at the bottom of the page; have polished table design; etc.
2. The final will also include a fourth page with an Environmental Disclosure Label, updated for 2024.
3. CPCNH has sets its new rates for the the Feb - Jul 2024 period in the coming days. The final mailer version will have all rate data populated in the tables.
4. CommunityPowernh.gov/pembroke is not yet a live url.
5. There will be a version of the mailer for Unutil customers

Talk to you soon,  
Matt

## David Jodoin

**From:** Matt Miller <mattslb94@gmail.com>  
**Sent:** Friday, December 8, 2023 7:59 AM  
**To:** David Jodoin; Richard Frederickson; Karen Yeaton  
**Cc:** Richard Wengenoeth  
**Subject:** Artifact for December 20 Select Board meeting agenda packet

David, Rick, Karen:

Copied below is one artifact that I would like included in the December 20 Select Board meeting agenda packet. It is a draft of the monthly CPCNH Member Report. There should be two other items in the coming days for the agenda packet: 1) a memo with proposed CPCNH electricity rates, which will be sent to Rick directly, and 2) a copy of the mailer that will go out to Pembroke residents on Jan 22.

CPCNH Member Monthly Report* (DRAFT)																
Inception to Date, August 2023																
Community	Total Revenue	Total Costs	Joint Reserves	Discretionary Reserves	Customer Savings	Community Benefit	Total Accounts	Current Accounts	Opt In	Opt Up	Opt Down	Opt Out	Granite Basic	Granite Plus	Clean 50	Clean 100
Aggregation	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	#	#	%	%	%	%	%	%	%	%
Canterbury	\$192	\$151	\$41	\$0	\$61	\$102	939	851	3.1%	1.3%	0.0%	2.2%	96.3%	0.1%	0.8%	0.6%
Enfield	\$514	\$430	\$84	\$0	\$161	\$245	2,482	2,302	0.8%	2.0%	0.0%	0.4%	97.5%	0.2%	0.9%	1.0%
Exeter	\$2,224	\$1,724	\$500	\$0	\$1,040	\$1,541	7,469	6,845	0.8%	1.3%	0.0%	0.6%	98.0%	0.2%	0.5%	0.8%
Hanover	\$882	\$754	\$128	\$0	\$252	\$380	3,139	2,681	1.1%	4.9%	2.1%	0.6%	2.5%	91.7%	1.9%	3.3%
Harrisville	\$112	\$90	\$22	\$0	\$23	\$45	723	668	2.9%	4.1%	0.0%	2.0%	93.0%	0.4%	1.5%	3.1%
Lebanon	\$2,361	\$2,120	\$241	\$0	\$836	\$1,077	8,827	7,300	4.1%	3.5%	0.0%	0.3%	95.9%	0.2%	0.8%	2.8%
Nashua	\$11,384	\$8,806	\$2,557	\$0	\$2,546	\$5,103	37,145	32,885	0.6%	0.5%	0.0%	0.4%	99.1%	0.1%	0.1%	0.3%
Peterborough	\$776	\$611	\$165	\$0	\$149	\$314	3,228	3,020	1.3%	1.5%	2.5%	1.2%	3.0%	93.9%	0.9%	1.1%
Plainfield	\$229	\$185	\$43	\$0	\$58	\$101	485	751	1.9%	1.6%	1.4%	0.8%	2.0%	95.3%	0.4%	1.4%
Portsmouth	\$2,907	\$2,289	\$618	\$0	\$545	\$1,163	12,727	11,281	1.0%	0.8%	0.0%	0.6%	98.3%	0.1%	0.3%	0.7%
Rye	\$857	\$665	\$192	\$0	\$181	\$373	2,900	2,627	2.2%	0.7%	0.0%	0.5%	98.7%	0.0%	0.5%	0.3%
Walpole	\$519	\$421	\$98	\$0	\$154	\$252	1,809	1,695	1.9%	0.9%	0.0%	0.5%	98.4%	0.1%	0.5%	0.5%
CPCNH	\$27,337	\$18,246	\$6,629	\$0	\$6,686	\$10,696	83,973	72,906	1.1%	1.7%	0.2%	0.5%	90.3%	7.5%	0.4%	0.9%

\*Article VI of the Cost Sharing Agreement

Note: Draft Report, values may change as ecoCFO and our contractors review. Please review for format and information level. Customer Savings estimate reported are based on residential rate savings, future reports will include rate variances accounting for rate class. Customer Accounts are Year To Date and include accounts that were once CPCNH customers and are no longer such as those that have Opted Out, moved away from the community, moved to a different location within the community or become inactive. Pre-operational CPCNH costs referenced in Article VII of the CSA have yet to be reallocated but will be for future reports.

Talk to you soon,  
Matt

## David Jodoin

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**From:** Jim Goff <jgoff@pembroke-nh.com>  
**Sent:** Monday, November 27, 2023 11:53 AM  
**To:** 'Tom Serafin'; 'David Jodoin'; 'patty sherman'  
**Cc:** 'Andy Camidge'  
**Subject:** RE: School District Meeting

The polling place and hours for the town election and meeting are set by the Board of Selectmen so I would imagine that the Town Administrator will be putting this on the next BOS meeting agenda.?

Jim  
James F. Goff  
Town Clerk  
Pembroke, NH

**From:** Tom Serafin [mailto:tserafin@crhc.org]  
**Sent:** Monday, November 27, 2023 10:56 AM  
**To:** David Jodoin <djodoin@pembroke-nh.com>; jgoff@pembroke-nh.com; patty sherman <psherman@sau53.org>  
**Cc:** Andy Camidge <acamidge@sau53.org>  
**Subject:** Re: School District Meeting

We would have to confirm with the minutes, but as I recall, I took a "straw poll" about earlier start times for both meeting and the strong consensus was to start earlier.

>>> "sherman, patty" <psherman@sau53.org> 11/27/2023 9:03 AM >>>

\* **CAUTION** - This is an EXTERNAL email - DO NOT open attachments or links in unexpected emails or from unknown senders \*

Good morning,

I am contacting all of you on behalf of the Pembroke School Board. Last year there was a brief discussion regarding changing the start time of the meeting to 9:00 AM.

The Board asked that I contact you to see if there is interest in changing the town meeting in order to avoid confusing the public with 2 different start times.

Please let me know once all parties have been consulted.

I hope you all had a nice Thanksgiving.

Patty

--

Patty Sherman  
Superintendent of Schools  
Pembroke and Deerfield School Districts  
267 Pembroke Street  
Pembroke, NH 03275  
(603)485-5187

# ***KV Partners LLC***

P.O. Box 432, New Boston, NH 03070

(603) 413-6650

December 12, 2023

V.J. Ranfos, Director  
Department of Public Works  
8 Exchange Street  
Pembroke, NH 03275

## **Re: Buck Street Bridge at Hartford Brook—Engineering Services for Inspection and Design Recommendations**

Dear Mr. Ranfos:

KV Partners is pleased to submit this Task Order to provide professional engineering services for this project under our current Professional Services Agreement with the Town of Pembroke. All terms and conditions specified in the Agreement apply to this Task Order. Fisher Engineering PLLC (structural engineer) will be retained to assist with the bridge inspection and development of repair recommendations.

### **1. SCOPE OF SERVICES**

#### **Task 1 – Bridge Inspection**

The inspection will be completed by a licensed professional structural engineer (Joel Fisher) with assistance from KV Partners. The inspection will include a visual inspection of the substructure, superstructure, safety railings, concrete, stone abutments, potential scour in the streambed, and other features of the bridge that are visible from the surface. No destructive testing will be completed (i.e. concrete coring). An inspection report will be developed and submitted to the Town.

#### **Task 2 – Recommendations for Improvements**

During initial observations when preparing this proposal, we noticed that the parapet walls were severely deteriorated, there was about 9" of pavement on top of the bridge deck, the stones in one of the abutments were slightly displaced, there was some deterioration of the concrete abutments, and the bridge rails were substandard. Based on these initial observations (which may change during the full inspection) it is probable that repairs to the bridge will be modest (as noted above) and the bridge overall is in relatively good shape. Recommendations for repairs will be identified in enough detail to roughly estimate the construction cost of the repairs and allow for engineering design costs to be developed.

#### **Information and services to be provided by the Town and assumptions**

The Town will furnish and assist KV Partners in obtaining third party information and data as is available and pertinent to the scope of services as provided under this Agreement and shall provide such services as indicated below. In general, this will consist of the following:



- Provide access to available records, information and data necessary to perform the services as described herein.
- Arrange for access to and make provisions for KV Partners to enter public and private properties, as required, to perform the services as described herein.

#### **SCHEDULE**

The work will be completed within 12 weeks of the notice to proceed weather permitting.

#### **FEE AND PAYMENT**

The total lump sum fee for all professional services and expenses to complete the scope of services described above will be \$6,000. Invoices will be submitted monthly on a percent complete basis for each task and are payable within 30 calendar days from the date of the invoice.

#### **ACCEPTANCE**

If this Agreement meets with your approval, please sign and date the Agreement as indicated below. Please return one copy of this Agreement to my attention at P.O. Box 432, New Boston, NH 03070.

If you have any questions or need any additional information, please feel free to contact me at 603-413-6650 or on my cell phone at 603-731-1562. Thanks!

Sincerely,

**KV Partners LLC**



Michael S. Vignale, P.E.  
Principal Engineer

**Town of Pembroke**

---

\_\_\_\_\_  
Date



## Proposal

Customer Name: Town of Pembroke	Date: 12/11/2013
Contact (name & number): VJ Ranfos 603-485-4422 vranfos@pembroke-nh.com	
Job Name: Town of Pembroke	Certified: Y/ N
Job Location: 5 <sup>th</sup> Range Road 950' X 21'	

ITEM	UNIT PRICE	EST QTY	PRICE
Reclaim fine grade & compact	\$2.50/SY	2,217 SY	\$5,542.50
12" HDPE culvert installed	\$105.00/LF	30 LF	\$3,150.00
Ditching	\$1.50/LF	900 LF	\$1,350.00
Mill keyways/driveways	\$5.50 LF	120 LF	\$660.00
Pave 2.5" binder	\$81.45/TON	316 TON	\$25,738.20
Shoulder gravel	\$38.00/TON	30 TON	\$1,140.00
<b>Estimated Total</b>			<b>\$37,580.70</b>



- Quote valid for 20 days
- Work done after October 15th cannot be guaranteed by Advanced and will be done only at the customers' risk. Ravelling, compaction, adhesion to existing asphalt, roller marks, imperfect joints are a few of the problems that may occur during cold weather paving.
- Traffic control and sweeping by others unless specified otherwise
- Any decrease in the scope of work performed can result in a proportional increase in the unit price for this contract.
- Total cost is based on the units in place, the quantities provided are approximate.
- Pricing for this project is based on weekday, daylight work. Weekend or nighttime work can result in a different pricing structure.
- Terms: Net cash 30 days upon completion and receipt of invoice.
- All work is subject to mobilization charge based on quantity.  
Escalation Clause: Pricing in place based on current NHDOT posting for liquid asphalt. Adjustment to be made if required based on NHDOT Road and Bridge Specifications. Current price of Liquid Asphalt is

**Should you desire Advanced to perform the above work please sign, date, and return via e-mail to [Sharon@advepinc.com](mailto:Sharon@advepinc.com) to be added to the schedule.**

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Signature

---

Date

1814 Hooksett Road  
Hooksett, NH 03106-1459  
americanfences.net  
info@americanfences.net



Phone (603) 485-7197  
800-479-1892  
Fax (603) 485-3300  
facebook.com/americanfences

Name Town of Pembroke Phone (home) 848-9677 Date 12/12/23  
Address 311 Pembroke St. Phone (work) Rose Galligan  
Pembroke, NH 03275 Type of fence 6' black chain link repairs  
Job location Pembroke Memorial Park If wood, panels will face \_\_\_\_\_ IN \_\_\_\_\_ OUT

**WE HEREBY SUBMIT ESTIMATES AND SPECIFICATIONS TO:**

Furnish repairs to 6' high black vinyl chain link system at Pembroke Memorial Park on Exchange St in Pembroke:

- Replace 100' of old 2" mesh, #9 GAUGE 6' high black vinyl coated wire with 100' of new 2" mesh, 6 GAUGE, 6' high black vinyl coated wire (thicker than original wire).
- Replace damaged top rail with 21' of new 1-5/8" o.d. 40 weight black top rail.
- Replace two damaged line posts with two new 1-7/8" o.d. 40 weight posts.

All posts will be set in concrete. Haul old materials away.

For the sum of: \$4,000.00

All materials are guaranteed to be as specified, and work is to be completed in a workmanlike manner, according to standard practices. If ledge, rock, or frost is encountered (SEE ITEM #7 ON BACK), a compressor charge and any associated labor costs will be added. American Fences, Inc. proposes to furnish and install materials and labor for the sum of:

Four thousand \_\_\_\_\_ dollars (\$ 4,000.00 )

**PAYMENT TO BE MADE AS FOLLOWS: \_\_\_\_\_ PO or 50% DEPOSIT DUE UPON SIGNING CONTRACT.  
BALANCE DUE UPON OUR COMPLETION OF THE JOB.**

**PRICE SUBJECT TO OFFICE APPROVAL.**

AMERICAN FENCES, INC. authorized signature: [Signature]

I/WE HAVE READ the General Conditions of Sale on the reverse side, and understand them, and hereby accept them. The above prices are satisfactory and American Fences, Inc. is authorized to do the work as specified. Payment will be made as outlined above. If I/we fail to do so within 30 days, a 2 percent interest charge per month (24% per annum) will be charged on any unpaid balance after 30 days. If I/we fail to pay in a timely manner, I/we hereby agree to pay any necessary collection costs, including attorney's fees. Should the Conditions of Sale not be complied with by the customer, causing additional expenses to American Fences, Inc., the customer will become responsible for those extra costs.

Please sign, date and return with Deposit. (Save copy for your records)

[Signature]  
David M. Jordan (Dec 12, 2023 23:57 EST)  
Signature (customer)

\_\_\_\_\_  
Signature (co-purchaser, if any)

12/12/23  
Date

REV. 10/18

Termination of this agreement after three (3) business days is subject to a 3% cancellation fee on the total amount of contract.

**BOARD OF SELECTMEN  
TOWN OF PEMBROKE, NH  
December 6, 2023 at 6:30 PM**

**DRAFT,**

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Present: Selectman Karen Yeaton, Selectman Peter Gagyi, Selectman Richard Bean, Selectman Rick Frederickson

Staff: Town Administrator David Jodoin

Excused: Selectman Sandy Goulet

**I. Call to Order:**

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

**II. Citizens Comment**

None

**III. Scheduled Meetings**

Public Hearing in accordance with RSA 31:95-b III (a) – Acceptance of \$47,453.26 from the State of New Hampshire as part of House Bill 2

Selectmen Yeaton opened the public hearing at 6:32pm.

No public present

Selectman Yeaton closed the public hearing at 6:32pm.

Selectman Bean made a motion to accept the \$47,453.26 from the State of New Hampshire as part of House Bill 2 in accordance with RSA 31:95-b III (a). Selectman Gagyi seconded the motion. Motion passed 3-0.

**IV. Old Business**

None

**V. New Business**

Main Street Change Order

There are 3 change orders submitted by KV Partners LLC on behalf of Merrill Construction; regrade existing gravel base prior to placement of temporary paving in the late fall of 2022, change in funding to remobilize the site after a year of being

suspended, and a slightly higher curb due to grade differential between the proposed sidewalk and adjacent parking lot and resetting that granite curb after it was installed. The total of these changes is \$11,787.

Selectman Gagyi made a motion to accept the change order with Merrill Construction and to authorize the Town Administrator to sign the document. Selectman Frederickson seconded the motion. Motion passed 3-0. Selectman Bean abstained.

#### 2024 Meeting Schedule

The Board reviewed and accepted the 2024 Selectman Meeting Schedule.

#### Polling Place and Hours

After the 2023 Town and School District meeting, there was discussion about changing the start time from 10:00am to 9:00am. The School District has no issue with changing the time and neither does the Budget Committee. The Board would prefer both meetings stay the same this year and change it for 2025 so it can be advertised during the meetings this year. The Board does not want to have a different start time than the School so Selectman Yeaton is going to reach out the School Board to discuss it further.

#### Manifest/Abatements

Selectman Gagyi made a motion to accept the manifest and abatements as presented. Selectman Frederickson seconded the motion. Motion passed 4-0.

#### Minutes 11/15/23, Non-Public Minutes 9/6/23, 10/18/23, 11/1/23, and 11/15/23

Selectman Frederickson made a motion to approve the minutes of November 15, 2023 as presented. Selectman Gagyi seconded the motion. Motion passed 4-0.

Selectman Gagyi made a motion to approve the non-public minutes of 9/6/23, 10/18/23, 11/1/23, and 11/15/23 as presented and to release them. Selectman Bean seconded the motion. Motion passed 4-0.

### **VI. Town Administrator Report**

Selectman Frederickson will be going to CPCNH on December 21<sup>st</sup> to announce whether or not Pembroke authorizes procurement or plans to defer. The Energy Committee will come to the December 20<sup>th</sup> Board of Selectman meeting to discuss.

NHDRA sent an email stating they began the 2023 Revised Inventory Monitoring on November 28<sup>th</sup>.

Bryan Christiansen will be in at the next meeting to discuss the Comcast contract.

There are abandoned funds at the New Hampshire Treasury for the Pembroke Police Department. Selectman Yeaton signed the document allowing Chief Gaskell to claim them.

The Health Officer is taking vacation for a few months and would like to nominate Paul Bacon as Deputy Health Officer. Selectman Gagyi made a motion to appoint Paul Bacon as the Deputy Health Officer. Selectman Frederickson seconded the motion. Motion passed 4-0.

Selectman Gagyi made a motion to authorize the Town Administrator to sign the Tax Contract with Sanders Searches LLC. Selectman Frederickson seconded the motion. Motion passed 4-0.

On Monday, Northeast Shredding services from Hooksett is coming to pick up boxes of sensitive Tax Collector and Town Clerk records for shredding. The cost is \$175 service minimum or \$.22/pound whichever is greater plus a flat fee of \$5.50.

The preliminary county tax increase is 8.7%. This has not gone through the delegation yet and usually decreases by the time we get to the budget meeting.

Chief Gagnon would like to purchase new fire attack lines for Engine 1 & 2. The current lines are between 15 and 30 years old and tend to kink. He would like to use the \$7,122 credit with Brigham's Fire Equipment from the return of the air packs and an additional \$8,600 from the testing budget line. Selectman Frederickson made a motion to waive the bid requirements and authorize the Fire Chief to proceed with the purchase of \$8,600 for new hose and nozzles. Selectman Gagyi seconded the motion. Motion passed 4-0.

The electric trash truck is on its way to Governor and Council for approval. The Town should know whether or not it was approved before it 2024 Town Meeting.

The Town was awarded additional Bridge Aid funds from the State of New Hampshire and the Board discussed at the last meeting using those funds on the bridge on Bachelder Road. KV Partners has sent a proposal in the amount of \$16,400 for a field survey and base plans, preliminary designs, plan development, coordination of meetings, final design, and permits. Selectman Bean made a motion to authorize the Town Administrator to sign the contract with KV Partners for Bachelder Road Bridge engineering and design services in the amount of \$16,400. Selectman Gagyi seconded the motion. Motion passed 4-0.

The Planning Board did not hold a public hearing as planned for the proposed development on Borough Road. The Chairman handled the process correctly and if the Board had done anything else and allowed discussion without holding a public hearing, they likely would have found themselves in front of the state housing and appeals board for violating the applicants due process. The Board declared the project

a development of regional impact (DRI). Letters have gone out to surrounding communities.

A roofing company called and would be willing to donate time and supplies to shingle the roof of the gazebo at Memorial Park. He can provide a certificate of insurance to the Town. A member of the Building Committee has seen his work and is comfortable with his qualifications.

The Insurance Adjuster from Primex walked Memorial Park with David and VJ. There were questions about the playground mulch. He had some concerns for the buffer between the slide and the outer box. There is also a bolt that was put in the wrong way. That is going to be taken care of. He made some recommendations on the new dugout.

Selectman Frederickson made a motion to appoint Bryan Christiansen to the Planning Board. Selectman Bean seconded the motion. Motion passed 4-0.

## **VII. Committee Reports**

Selectman Yeaton – None

Selectman Bean – None

Selectman Gagy – Budget Committee met and the School shared the current anticipated increase is \$3.6 million increase and the new Hill School will likely not be presented this year. The Committee discussed the Police budget. Chief Gaskell would like to put the police car replacement rotation in the budget rather than funding it through capital reserves.

Selectman Frederickson – Planning approved a subdivision for a family on Pembroke Hill Road. NE Flower Farms development will have 2 phases of housing for farm workers on HB2 visas on Borough Road. Some area residents showed up to discuss the project but it was determined to be a DRI and they will discuss it on January 23<sup>rd</sup>. Oddball brewing was approved for a mezzanine seating area in their business.

## **VIII. Non-Public Session**

Selectman Frederickson made a motion to enter into non-public session in accordance with RSA 91-A: 3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the requests shall be granted, seconded by Selectman Gagy at 7:44pm



Roll Call Vote:

Selectman Gagyi	Yes
Selectman Bean	Yes
Selectman Yeaton	Yes
Selectman Frederickson	Yes

The Board came out of non-public session at 8:23 PM

Motion by Selectmen Gagyi, seconded by Selectmen Frederickson to approve the following merit increases. Jim Goff 2%, Stephanie Baldwin 2.5% and David Jodoin 2% effective on their anniversary date. Motion passed 4-0.

**IX. Other/Citizen Comment**

None

**X. Adjourn**

Selectman Frederickson made a motion to adjourn at 8:23 PM. Selectman Bean seconded the motion, and it was approved unanimously.

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Karen Yeaton, Chairman

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

RECEIVED

DEC - 7 2023

TOWN OF  
PEMBROKE, NH

Merry Christmas,

Thank

you for your generous  
donation and support of your  
time and money for our  
community's Christmas in  
the Village. You allowed  
families to enjoy a fun and  
free afternoon. The event had  
an amazing turnout.

Merry Christmas,

Pembroke Women's Club

*Sponsored by the GFWC-NH Pembroke Women's Club*

Sunday, December 3, 2023

1:00 to 4:00 pm



## **ACTIVITIES IN THE PEDESTRIAN WAY**

### **Activity:**

#### **Self Guided Nativity Tour**

##### **SANTA**

**CHILDREN'S FISH POND** - by Pembroke Women's Club

**FACE PAINTING** - by Emily Royce

**FACE PAINTING** – by 7 Siding

**BALLOON ARTIST** –by Randy Shuey

**BALLOON ARTIST** –by Raddo

**CHILDREN'S CRAFTS** - by Pembroke Women's Club

**CHILDREN'S CRAFTS** – By Pembroke Library

**CHILDRENS CRAFTS** – By PALS

**CHILDREN'S CRAFTS** – by American Legion to be

Sent to Veterans.

**COOKIE DECORATING KITS for Children** - by PWC

**HAY WAGON RIDES** – by David Heisler

**TRACTOR AND WAGON RIDES** – by Steve & Patti Fowler,

Pine Grove Community and Pritchard Farm

**HISTORIAL NARRATIVE** – By Armand & Claudette

Verville on Wagon Rides

**REFRESHMENTS** - Cookies, Hot Chocolate and Coffee

By PWC & PALS

**PIPED IN MUSIC ON THE STREET** – by Paul Stauffacher

Outside Suncook United Methodist Church  
Masonic Building, Corner of Main and Union St.

Upper Main St.

Vintage Venue, Main St.

Mei's Restaurant, Main St.

American Legion Hall, 43 Church St.

Shirley's Kitchen, Main St.

Shirley's Kitchen, Main St.

American Legion Hall, 43 Church St.

Suncook United Methodist Church, Main St.

American Legion Hall, 43 Church St.

Main Street

Main Street

Main Street

Main Street

Suncook United Methodist Church, Main St

Main Street

\*\*\*\*\*

## **PERFORMANCES IN THE SUNCOOK UNITED METHODIST CHURCH:**

**Doors will be open 15 minutes prior to performance.**

**1:15 – 2:15** Mr. Aaron, Children's Entertainer

**2:45 - 3:30** BJ Hickman, magician

.....

# **2023 Donations –**

***Pembroke Women's Club wishes to thank their Sponsors and Supporters***

## ***Businesses***

*7 Siding  
Advanced Excavating & Paving  
Allenstown Country Diner  
Associated Grocers of New England  
Big House Barbershop  
Carlucci Mechanical  
Cuts and Colors  
Donaghey Tree Farm  
Jacques Fine Pastries  
Little Vintage Venue  
Mei's Restaurant  
Pembroke Wellness Center  
Joseph Portinari  
Roan Family Funeral Home  
Shaws Hooksett  
Shirley's Kitchen  
Turning Pointe Center of Dance  
WSW Plastics  
Whytemare, Ayn*

## ***Organizations:***

*Allenstown Historical Society  
Jewell Masonic Lodge # 94  
Meet Me In Suncook  
Parent action league for Schools (PALS)  
Suncook Postal Employees  
Town of Pembroke  
V J Ranfos & Highway Department Staff  
Chief Gary Gaskell, Officers and  
Staff of Pembroke Police Department  
Pembroke Library  
Town of Pembroke Fire Department  
Suncook United Methodist Church  
Town of Allenstown  
American Legion Hall*

***The Pembroke Women's Club would like to thank all the businesses, organizations, their members, staff and volunteers who helped create this event. Sharing in the spirit of the season we could not do it without your help.***