

AGENDA
BOARD OF SELECTMEN
August 5, 2019 AT 6:30 PM
TOWN HALL, PAULSEN MEETING ROOM

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. David Allen – Casella – Town Contract and status of Trash and recycling
- IV. OLD BUSINESS:
 - a. Street Light Update
 - b. Broadway/Fairview Drainage
 - c. 6 Howard Street
 - d. Economic Development Committee
 - e. 4 Union Street
- V. NEW BUSINESS:
 - a. Approve State MS-535
 - b. Personnel Policy Change Re: Audit
 - c. Manifest/Abatements
 - d. Minutes 7/15/19
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. NON PUBLIC SESSION
- X. ADJOURN

The Disposal Capacity Shortage in New Hampshire

NEW CAPACITY IS NEEDED TO SERVE MUNICIPALITIES



THE PROBLEM

There is an emerging disposal capacity shortfall in New Hampshire. Customers in over 150 municipalities that rely on the North Country Environmental Services landfill in Bethlehem for waste disposal will need an alternative in less than five years. If an alternative site is not located within New Hampshire, residents will lose control of their long-term ability to manage their own environmental health and safety needs. Longer interstate distance hauling will drive up costs and environmental impact significantly and cause instability in long-term economic planning for municipalities across the state. **Without additional capacity, there will be an estimated disposal shortage of 20 million tons over the next 20 years.**

THE SOLUTION

A highly-engineered, highly-regulated, state-of-the-art landfill sited in Dalton, New Hampshire owned and operated by Casella Waste Systems, Inc.

KEY FACTS & BENEFITS



An exhaustive statewide search identified **Dalton** as a prime location based on accessibility, capacity, and natural surroundings that will limit visual and environmental impact.

Landfills play a key role as part of a resource renewal strategy, including the generation of clean, renewable electricity that stays in New Hampshire and **positively impacts** customers.



Ensures the **long-term stability** of New Hampshire's disposal needs.

Casella employs more than **175** honest, hardworking people across New Hampshire.



Casella is a committed member of the New Hampshire communities it serves, providing direct, and indirect benefits in each of its host communities as well as to the more than **5,500** businesses and **50,000** households it serves in the state.

HOW YOU CAN HELP

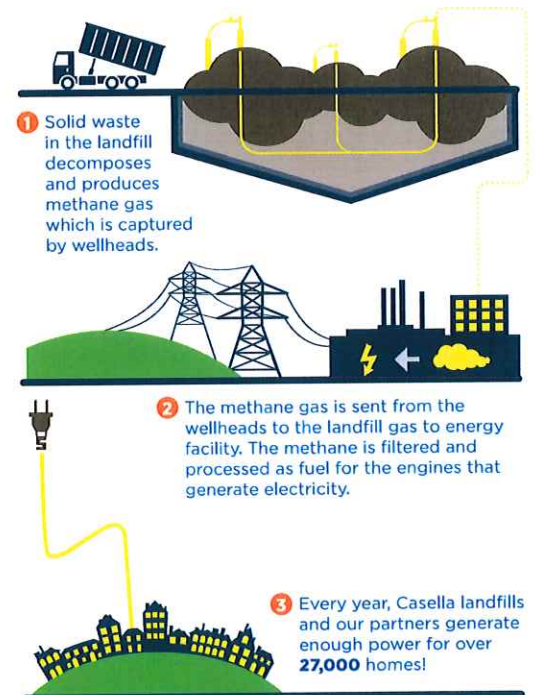
You have the ability to work towards ensuring New Hampshire's disposal security. Your voice in state government plays a key, fact-based role in helping policymakers understand the long-term needs of the state's municipalities. **Do not hesitate to make your voice heard. Visit bit.ly/NHRepresentative to contact your local representative.**

Every minute, our landfills can capture over **8,000,000** BTUs of gas. Safe, secure, and low carbon disposal facilities are an essential part of our full suite of Resource Solutions.

Landfill Gas to Energy

Our landfill gas collection systems are designed to actively extract gas to power landfill gas to energy plants, producing clean electricity and mitigating greenhouse gas emissions. Within our model, landfill sites become environmental campuses where resources are extracted from all aspects of the waste stream.

Here's a quick look at how landfill gas to energy is produced...



The Benefits of Recycling & Partnering with Casella

SHRINK YOUR WASTE AND GROW YOUR BUSINESS



BENEFITS OF RECYCLING

Recycling conserves natural resources, prevents pollution, saves energy, and reduces waste sent to disposal facilities. It can also support American manufacturing, create jobs, and increase economic security by providing a domestic source of materials. **For all of these reasons, when someone wants to improve the environmental impact of their business or household, recycling is often the first step they take.**

TRULY SUSTAINABLE RECYCLING

For decades, organizations across the country have sought to increase recycling rates by encouraging people to put more items in their recycling bins. Unfortunately, this practice benefits no one if those items are not actually recyclable. As a society, we recycle because much of the stuff we toss has value. We can capture that value and put those items to a higher and better use. Despite recycling being the right thing to do, it must be done right. Contamination from items such as plastic bags and trash add unnecessary costs. Eliminating sorting mistakes through education help to protect workers and sorting equipment and safeguard the recyclability of the other materials.



PARTNERING WITH CASELLA

Recycling provides a perfect example of the teamwork involved in successful resource management. Households and businesses do their part to separate recyclable materials from their trash, and we do our part to collect, sort, and process them into high-quality raw materials for manufacturers to use in new products. Recycling works best when we all play our parts well.

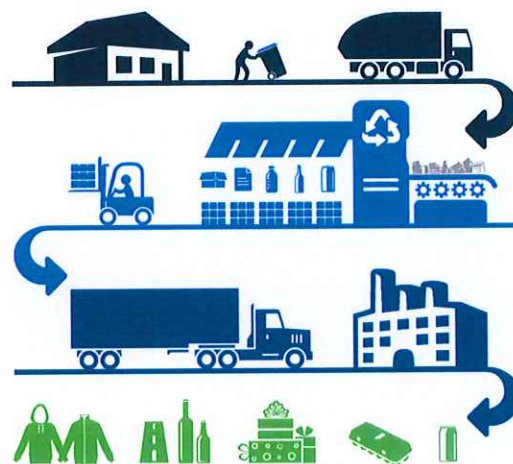
Casella's Recycling Services:

- Zero-Sort® Recycling: A state-of-the-art technology that allows all Zero-Sort recyclable material to be placed into one bin, which allows you to recycle more stuff more often. You just focus on filling the bin – we take care of the rest.
- Brokerage Services
- Industrial/Specialty Recycling
- Managing Non-Salable Consumer Goods
- Public Advocacy

Since 1977 we have helped to pioneer the field of resource recovery. Did you know that in a year, we recover over **800,000 tons** of recyclable materials!

GIVING RESOURCES NEW LIFE®

Zero-Sort® recycling puts your discarded materials back into the world.



1 Recycling Collection

It starts with you tossing items like newspapers, boxes, bottles, and cans into your recycling bin. We pick these materials up from your home and take them to be processed at a Zero-Sort recycling facility.

2 Recycling Facility

At the Zero-Sort recycling facility we sort and bale commodities like aluminum, cardboard, paper and more. These serve as the source material for recycled products and packaging.

3 Manufacturing

Baled commodities are received by manufacturers as raw materials for making new goods.

4 New Products

Completing the loop, the recyclables you placed into your bin are transformed into new products like boxes, bottles, cans, packaging and even fleece jackets!



For more information, please contact us at **800-CASELLA** and learn more at **casella.com**

ACCEPTABLE WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of September, 2013, by and between Casella Waste Management of Massachusetts, Inc., ("Contractor") and Pembroke, New Hampshire ("Pembroke").

WITNESSETH:

WHEREAS, Contractor is in the business, among others, of hauling, receiving and disposing of Acceptable Waste (as hereafter defined); and,

WHEREAS, Pembroke is a responsible for, among other services, providing hauling services and disposal for Acceptable Waste for the Town of Pembroke,

WHEREAS, Pembroke is desirous of delivering said Acceptable Waste to Contractor's Transfer Station located in Allenstown, New Hampshire, and Contractor is desirous of hauling, receiving and disposing of the Acceptable Waste.

NOW THEREFORE, in consideration of their mutual conditions and covenants contained herein, the parties hereto, intend to be legally bound, do hereby agree as follows:

1. DEFINITIONS

"Acceptable Waste" means Municipal Solid Waste and Recyclable Materials. However, in no event shall Acceptable Waste mean or include Unacceptable Waste.

"Transfer Station" means the Contractor's transfer station located at 104 River Road, Allenstown, New Hampshire.

"Municipal Solid Waste ("MSW")" means garbage, refuse, other discarded material or waste, including solid materials resulting from the operation of residential, commercial or institutional establishments and from community activities. However, in no event shall Municipal Solid Waste mean or include Unacceptable Waste.

"Recyclable Materials/Single Stream Recyclable Materials" means reusable waste separated from solid waste for the purpose of recycling. Includes, but is not limited to, paper, newspapers, magazines, cardboard, glass, plastics, combined together in a container, and more specifically described in Exhibit A.

"Unacceptable Waste" means: (a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal or processing at the Transfer Station; as determined by Contractor, or any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances, unless said waste has been deemed Acceptable Waste by any applicable federal, state or local laws, rules, regulations, or permits; (c) any other material that Contractor reasonably concludes would require special handling or present an endangerment to the Transfer Station, the public health or safety, or the environment.

2. DISPOSAL OF ACCEPTABLE WASTE

General: Commencing October 1, 2013, and continuing for the entire term of this Agreement, Contractor shall haul (in some cases), accept, dispose of and process Acceptable Waste from Pembroke on an exclusive basis.

Hours: Hours of operation at the Transfer Station are Monday thru Friday 7:00am to 4:00pm. Any changes in the schedule shall be communicated to Pembroke with ten (10) days written notice.

Fees: Pembroke agrees to pay Contractor the following:

Acceptable Waste Disposal:

Non Burnable and Burnable material from Pembroke Transfer Station:

Haul Rate: \$125.00

Disposal: For the period of January 1, 2014 thru December 31, 2014:
Burnables delivered to Penacook under Town of Pembroke
Contract and Non Burnables to Allenstown = \$68.00 per ton

For the remaining term of the Agreement:
Burnables and Non Burnables delivered to Allenstown =
\$62.00 per ton

Residential MSW :

Disposal: \$62.00 per ton delivered into the Allenstown Transfer Station by the Town of Pembroke curbside route collection vehicles, effective upon the termination of the contract between the Town of Pembroke and the Co-Op as of 12/31/2014

Single Stream Recyclable Materials:

Single Stream Recycling - new rebate structure effective 10/1/2013 delivered by the Town of Pembroke curbside collection vehicles to Allenstown Transfer Station.

Recyclable Materials Rebate:

Plant ACR - \$77, share of 30%
Example: Current plan ACR = \$95
 $(\$95 - 77 = \$18) * 30\% = \$5.40$ per ton

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

Contractor will invoice Pembroke by the last day of the month following the month services were provided. All invoices shall be due and payable in a strict net 30 days from date of weekly invoice basis. Interest shall accrue on all past due invoices at the

rate of one and one-half percent (1.5) per month, and Pembroke shall pay any and all costs incurred by Contractor for collection of unpaid balances, including Attorney's fees.

If during the term of the Agreement, any municipality of comparable size to Pembroke delivers Acceptable Waste to the Transfer Station at a rate lower than the Disposal Tip Fee, Contractor agrees to lower the Disposal Tip Fee to match the rate.

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

3. TERM

The Initial Term of this Agreement shall commence on October 1, 2013, and shall extend through August 31, 2022. The Parties agree to negotiate in good faith additional extensions to this Agreement, contingent upon terms and conditions mutually agreed to by both Parties.

4. CONTRACTOR WARRANTIES

Contractor warrants and represents to Pembroke that Contractor shall comply with all existing requirements of federal, state and local laws, rules, regulations and ordinances applicable to the disposal services to be performed by it hereunder. CONTRACTOR MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

5. PEMBROKE WARRANTIES

Pembroke warrants and represents to Contractor that Pembroke will not include any Unacceptable Waste in any shipment to the Transfer Station. In addition, Pembroke warrants and represents that if at any time the Town privatizes its waste and recycling collection, Contractor shall be allowed to bid on said services.

6. INSURANCE

Contractor shall carry, at its own expense, liability coverage of a minimum of \$1 million comprehensive general liability per occurrence, unless otherwise agreed to by the parties in writing. Pembroke shall be named as an additional insured.

Worker's Compensation	Per Statute
General Liability	
Personal/Bodily Injury	\$1,000,000.00 per incident \$2,000,000.00 aggregate
Property Damage	\$1,000,000.00 per incident \$2,000,000.00 aggregate

Automobile Liability	\$1,000,000.00 per incident
	\$2,000,000.00 aggregate

7. COVENANTS

In addition to its other obligations hereunder, Pembroke represents, warrants, covenants and agrees to and with Contractor and Pembroke shall (a) cooperate in all respects with all orders or requests to Contractor by any governmental body relating to the regulation of Acceptable Waste, the Transfer Station, or this Agreement; (b) cooperate with Contractor in any reasonable efforts by Contractor to maintain and apply for any permits, renewals, and necessary approvals that shall be necessary to perform its obligations under this Agreement; and (c) provide with immediate oral notice and confirming written notice within twenty-four (24) hours or its awareness of the possibility that materials other than Acceptable Waste may be contained in the waste that may be or has been delivered hereunder.

POINT OF CONTACT

All dealings, contact etc. between the parties shall be directed by the Contractor to the Town or Town's designee.

TITLES OF SECTIONS

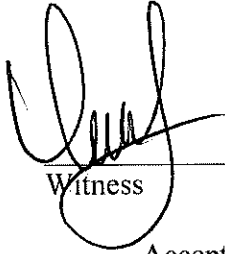
Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

8. AUTHORIZATION AND EXECUTION

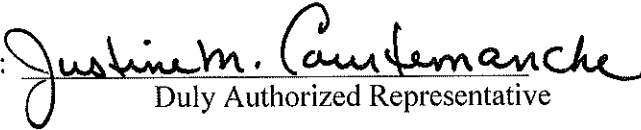
The execution, delivery, and performance of this Agreement by Pembroke has been duly authorized by all appropriate actions of its governing body; this Agreement has been duly executed and delivered by its authorized officer(s); and this Agreement constitutes the legal, valid and binding obligations of Pembroke, enforceable in accordance with its terms.

9. The Standard Terms and Conditions attached hereto as Exhibit B are hereby incorporated herein.

Accepted this 16th day of September, 2013.

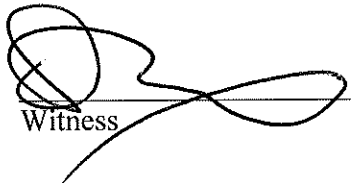

Witness

TOWN OF PEMBROKE, NEW HAMPSHIRE

By: 
Duly Authorized Representative

Accepted this 16th day of September, 2013.

CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.


Witness

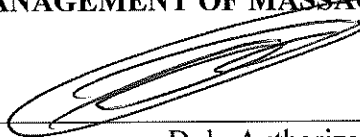
By: 
Duly Authorized Representative
Regional Market Manager

Exhibit A
Recyclable Materials

Exhibit B

Standard Terms & Conditions

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of New Hampshire.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over the State of New Hampshire.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of Pembroke, and no such person shall be entitled to any of the benefits available or granted to employees of Pembroke.

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force

Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;

c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and

d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated by either party with ninety (90) days written notice to the other party

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise

unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings, Pronouns. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. The pronouns "he", "she" or "it" are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the sale of the assets described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association,

before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation in a court of competent jurisdiction.

Indemnification. Contractor shall indemnify, defend and hold harmless Pembroke and any director, officer, affiliate or elected or appointed officials of the other party (each, an "Indemnified Party") from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorney's fees, penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by Pembroke to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Contractor contained in this Agreement; (ii) the material breach by the Contractor of any of its covenants or agreements contained in this Agreement, or (iii) the negligence or willful misconduct of the Contractor or any of its agents, employees or subcontractors in the performance of the Services.

CHAPTER 133

SOLID WASTE MANAGEMENT

[HISTORY: Adopted by Special Town Meeting 4-21-1990 Article No. I. Amendments noted where applicable. Amended 3-12-2009 Town Meeting; Updated 5/5/14 Board of Selectmen]

§ 133-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ACCEPTABLE WASTE - Household garbage, trash, rubbish and refuse originating within the boundaries of the Town, normally collected or disposed of as a result of residential pickups or deliveries.

AUTOMATED COLLECTION - shall mean a method of collecting refuse and recycling through the use of mechanical collection equipment and special carts issued for the storage and collection of rubbish and recyclables.

AUTOMATED COLLECTION CART (Or approved cart) - shall mean a specially designed cart with wheels, approved by the Pembroke Board of Selectmen to be used for the storage of acceptable refuse or recyclables in the automated collection operation.

COMMERCIAL — Commercial entities doing business in the Town of Pembroke, including but not limited to contractors, multifamily dwellings of more than five (5) units, manufactured housing parks and commercial establishments of any size such as residential boarding and lodging homes, convalescent and nursing homes, private schools, motels, inns, restaurants, lounges, retail sales, service businesses, professional offices, manufacturing or automotive-related business.

CURB LINE -shall mean the area directly behind or adjacent to the curb; in the absence of a curb, the area adjacent to the edge of pavement or road.

CURBSIDE COLLECTION - shall mean the pickup of acceptable trash and recyclables at certain residences in the Town.

CUSTOMER – shall mean any resident who receives solid waste &/or recycling service from the Town.

DESIGNATED COLLECTION POINT - shall mean the place where the automated cart shall be placed for service, as determined by the Department of Public Works.

DIRECTOR - shall mean the Director of Public Works or his or her duly authorized representative.

DWELLING UNIT - shall mean any building or portion thereof that contains living facilities (which provide for sleeping, eating, cooking, and sanitation) for not more than one (1) household.

EXTRA REFUSE - shall mean any refuse placed on, around or in a five-foot radius of the automated collection cart in excess capacity of the automated cart.

FACILITY – Town designated disposal site.

HAZARDOUS WASTE - shall mean hazardous waste as defined in RSA 147-A: 2, as amended, and the following:

- A. Waste containing explosive, toxic or pathological substances;
- B. Waste defined or classified as hazardous waste at any time under federal, state or local law, or any regulation there under, or waste defined by any applicable federal, state or local law as low-level or high-level radioactive waste;
- C. Waste prohibited for incineration by any local, state or federal agency with jurisdiction over the waste plant or facility because of its toxic nature;
- D. Waste (other than acceptable waste of the character referred to in Subsection A of the definition of "acceptable waste"), the processing of which would result in hazardous waste under Subsections A, B or C of this definition; or
- E. Carts which hold or which previously have held waste described under Subsections A, B or C above.
- F. If any governmental entity having jurisdiction shall determine that any substances, which are not as of the date of this chapter considered harmful or of a toxic nature or dangerous, are harmful, toxic or dangerous, such substances shall thereafter be deemed "hazardous waste."

INFECTIOUS WASTE - shall mean waste that has the potential to cause an infectious disease via exposure to a pathogenic organism of sufficient virulence and dosage, through a portal of entry in a susceptible host.

MULTI-FAMILY RESIDENTIAL PROPERTY - shall mean more than one (1) but not more than five (5) dwelling units in a building.

NON-RESIDENTIAL UNIT - shall mean any establishment except those defined under residential property.

OTHER SOLID WASTE - Residential white metal goods, household appliances, recyclables, including electronic waste, tires, street sweeping, brush, tree stumps (no tree stumps will be accepted from commercial haulers), tree limbs and brush under five (5) inches in diameter and residential demolition debris that is no more than four (4) feet in length. The above noted items are not accepted at curbside, but are accepted at the Transfer Station.

OVERLOADED - shall mean that the automated cart is so full of refuse that its lid is not completely closed, thereby exceeding the automated carts rated capacity.

PERSON - Any natural person, partnership, corporation, association or other legal entity.

RECYCLABLE - shall mean any acceptable material that is collected and handled by the Town for remanufacture into new products. The Director of Public Works shall determine which materials are acceptable in the curbside collection program.

RECYCLING (RESOURCE RECOVERY) PROGRAM - The acceptance, processing and marketing of recyclable materials such as glass, aluminum cans and newspaper.

RESIDENTIAL PROPERTY - shall mean a single-family or multi-family housing building that consists of five (5) or fewer dwelling units, including apartments in commercial buildings.

SOLID WASTE - Shall have the meaning prescribed by the Division of Solid Waste Management of the New Hampshire Department of Environmental Services as set forth in New Hampshire Administrative Rules, Env-Sw 103.46.

SOLID WASTE FACILITY - The facility maintained by the Town within the borders of the Town to collect other solid waste and acceptable waste and recyclables.

TRASH - Waste, refuse, rubbish or garbage, including any acceptable material that does not meet the definition of "recyclable."

TOWN - The Town of Pembroke, New Hampshire.

UNACCEPTABLE WASTE - Waste that is unacceptable at curbside, at the waste plant or at the solid waste facility such as:

- A. Pathological and biological waste, oil sludge, cesspool or other human waste, human remains, street sweepings, large items of machinery and equipment such as automobile and vehicular parts, trailers, agricultural equipment, marine vessels or similar items, farm and other large machinery, wire and cable from industrial sources and, plastics from industrial sources, foundry sands, tree stumps (see "other solid waste"), liquid wastes and slurries, explosives (including ammunition and firearms), and radioactive materials.
- B. Any item of waste exceeding six (6) feet six (6) inches in any one (1) of its dimensions or being in whole or in part a solid mass, the solid portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid portion.
- C. Animal remains, dirt, concrete and other non-burnable construction material and demolition debris over 4 feet in length (see "other solid waste") and chemicals from industrial and commercial sources such as cleaning fluids, petroleum products, paints, acids, caustics, pesticides, insecticides, poisons, drugs or other materials the processing of which the Town or operator of the waste plant reasonably believes would pose a threat to health or safety or the processing of which may cause damage to the waste plant.
- D. Any waste which, if processed, would violate or cause the violation of any judicial decision, order or action of any federal, state or local government or any agency thereof or applicable law.
- E. Hazardous waste as defined in Section 133-1 herein.

YARD WASTE shall mean organic material, including leaves, grass clippings and pine needles, which are banned by the NH Department of Environmental Services, its successor agency, or the appropriate regulatory authority from disposal in landfills and incinerators.

- A. All acceptable waste or other waste originating or collected within the municipal boundaries of the Town shall be delivered to and deposited for disposal at the towns approved facility as designated by the Board of Selectmen or the solid waste facility, as the case may be.
- B. The Board of Selectmen is authorized to explore the feasibility of constructing a joint facility or entering into a contract to use an existing facility with any surrounding Town if costs are to be allocated on a percentage of use basis.

- C. The Board of Selectmen is authorized to develop and implement a resource recovery program.
- D. No person shall deliver or cause the delivery of any solid waste or recycling originating outside the municipal boundaries of the Town to the town approved facility. No person shall deliver or cause the delivery of any unacceptable waste or hazardous waste originating in Pembroke to the town approved facility or solid waste facility. No person shall cause or allow solid waste originating outside the Town which is delivered to the town approved facility to be credited against the quantity of acceptable waste received or accepted at the town approved facility for the account of the Town. No person shall deliver or cause the delivery of acceptable waste originating within the Town to the town approved facility in any vehicle with a gross vehicle weight of less than twenty seven thousand five hundred (27,500) pounds.
- E. All items defined as "unacceptable waste" or "hazardous waste" shall be the responsibility of the owner or waste generator and shall be disposed at the owner's or waste generator's expense, in accordance with federal, state and local ordinances.
- F. The Town shall not bear the cost for pickup or transportation of any commercial acceptable solid waste generated in the Town of Pembroke. The tipping fee for all commercial acceptable solid waste generated in the Town of Pembroke, and delivered to the town approved facility, shall be paid by the hauler.
- G. Residential acceptable solid waste from dwelling units that receive collection service from the Town, shall be picked up and transported to the town approved facility by the Town subject to the following conditions:
- (1) Approved carts shall be no larger than ninety six (96) gallons. .
 - (2) Solid waste shall be bagged and placed in the proper cart. Loose household solid waste in barrels shall not be acceptable.
 - (3) Properties consisting of mixed use residential and commercial units shall be limited to pickup for residential units only. All waste from use of the commercial units shall be picked up in accordance with letter F. of this section.
 - (4) Carts must be at curbside not later than 6:45 am on collection day, and no earlier than the previous evening.

- (5) Customers shall be required to utilize one collection cart for trash and one collection cart for recyclables per dwelling unit, in order to receive collection service by the Town.
- (6) All customers shall be required to divert acceptable recyclables from the trash and participate in the recycling collection service.

§ 133-2.1 Automated Collection

(A) The purpose of this section is to establish minimum standards for the storage, collection, transportation and disposal of solid waste and recycling, utilizing an automated collection system to promote the health, safety, and welfare of the Town's residents, employees and environment, and to minimize the amount of trash generated in the Town.

(B) The Director of Public Works (hereinafter the "Director") shall have the direct responsibility for the administration of this section subject to the direction and control of the Town Administrator and the Board of Selectmen.

(C) General Requirements

(1) Two automated collection carts and instructions for use will be available for residents at their cost who receive collection services from the Department of Public Works. Residents wishing to purchase additional carts may do so if they wish but any additional carts must be purchased in pairs, one recycling and one trash. Singles cannot be purchased.

(a) Landlords may charge their tenants for the carts.

(2) It shall be the customer's responsibility to assure that automated collection carts are placed in the appropriate location designated by the Town, by 6:45 am on collection day. **If the carts are not out at 6:45 am, the truck will not return for a special trip to pick up your carts.**

(3) The Town shall not be responsible for collection if there is a violation of any part of this section, or circumstances that are beyond the control of the Town. Circumstances or violations include, but are not limited to, automated cart overload, unacceptable materials, improperly loaded automated cart, blocked access, automated cart inaccessibility, improper carts or dangerous situations.

(4) The only automated collection carts used in the program shall be those approved by the Town, and imprinted with the Town seal. No other type of automated cart is allowed. Carts shall be placed at the Town designated collection point on the scheduled collection day by 6:45 am, if the carts are not out at their collection point, the Town will not return later to pick up the

carts. Such location shall be easily accessible to the cart with the lids completely closed, at least five feet from any obstruction, and with the handle of each cart facing the house. It shall be the duty of each customer to remove the automated cart from the curb line by the end of the collection day. It is prohibited to overload automated carts in a manner that is likely to cause damage to the collection vehicle, the automated cart or to create a litter condition or to impede collection.

(5) Automated collection within the Town is mandatory in those areas designated by the Director of Public Works.

(6) Any manure, offal or other noxious material that, in the discretion of the Director, has not been securely wrapped and placed in an automated cart, shall not be collected. All refuse shall be drained of any free liquids prior to placement in any automated cart. Trash shall be placed in bags first, then inside the cart. Recyclables shall be placed in the cart loose. It shall be the responsibility of the resident to keep automated carts clean.

(7) It shall be a violation hereof to place or deposit any refuse whatsoever in or around an automated cart owned or provided for the use of another customer without that customer's approval.

(8) The Town shall reserve the right to inspect any or all refuse, prior to and/or during collection and disposal, for compliance with local, state, or federal laws or regulations, and to reject if non-compliant.

(D) Carts.

(1) All automated carts will be assigned to a street address and have an imprinted number for identification purposes.

(2) The automated carts approved by the Town shall not be filled to exceed the manufacturer's recommended limit (two hundred (200) pounds total weight for a 96 gallon cart and one hundred fifty (150) pounds for a sixty-four-gallon cart) and all rubbish must fit inside the automated collection cart. The cover of any automated cart must be kept closed at all times except when the automated cart is being filled, emptied or cleaned. Animal wastes and ashes shall be wrapped separately from other refuse in a manner to prevent spillage prior to placement in an automated trash cart.

(3) If a customer requires more than the determined number of automated collection carts, they may purchase additional carts but they must be in pairs. If the resident does not have the room to properly place automated carts at curbside for collection, the director may require the owner to purchase and maintain additional town-approved carts or to obtain private collection service.

(4) Any customer in possession of an approved automated collection cart shall pay the cost of repair or replacement of any damaged cart, if it is the determination of the Director that such damage is the result of negligence of, or abuse by, the customer. The charge shall be the actual cost of repair or replacement as determined by the Town. If a cart is rendered unusable through the fault of the Town, then a replacement cart will be provided at no cost to the customer.

(5) Automated carts shall only be used for storage and placement for the collection of trash and recyclables by the Town.

(6) In order to maintain an orderly and aesthetic appearance within the Town, and to prevent unauthorized encroachment on any street, public property or private property, automated carts shall be stored on private property except on collection days. Failure by the customer to comply with a Town notification citing improper storage for automated carts shall be a violation of this section.

(7) Automated collection carts are not to be left curbside, street side or roadside overnight after the day of collection.

(E) Rubbish collection service.

(1) To be eligible to receive collection service, the customer shall currently be receiving service as of the effective date of this section, in accordance with the existing collection policy. Adding new customers shall be subject to approval by the Town.

(2) Standard curbside collection service shall consist of once a week collection of acceptable trash and recyclables, in accordance with Town policies.

(F) Points of collection. Automated carts shall be placed:

(1) Within two (2) feet of the curb line or where directed by the Town.

(2) At least five (5) feet away from all objects such as fences, mailboxes, and utility poles, and clear of overhanging vegetation, utility wires, etc. to allow for the unimpeded operation of collection vehicles.

(3) So that the automated cart handle is facing the dwelling unit.

(4) At least two (2) feet from the other cart.

(5) At least ten (10) feet away from parked vehicles.

- (6) Residents are responsible for ensuring the accessibility of all carts.
- (7) The Director of Public Works shall have the authority to designate placement of carts.
- (8) No parking between the hours of 9am – 2pm on your selected trash day shall be in effect for the following streets: [Amended 9/5/17 Board of Selectmen]

Broadway to Hillcrest
Central Street
Church Street – From the rear exit of the bank to Main Street
Front Street
Glass Street – From 60 Glass Street to 129 Glass Street
High Street
Kimball Street
Lindy Street
Main Street from Broadway to Turnpike
Maple Street
Millard Street
Pine Street
Pleasant Street
Prospect Street
Union Street – From High Street to 6 Union Street

Fines are considered to be Class I violations as noted in Town Code Chapter 191-10 (A).

(G) Prohibited material. All materials prohibited under other ordinances, and:

- (1) Unacceptable Waste as defined in Section 133-1 herein.
- (2) No toxic, extremely hazardous, dangerous/hazardous or liquid waste as defined now or hereafter, shall be deposited curbside or in any automated collection cart intended for disposal.
- (3) Household hazardous waste or small quantity generator waste shall not be deposited curbside or in any automated collection cart.
- (4) No infectious waste shall be placed curbside or in any automated cart for collection.
- (5) No rocks, concrete, asphalt, dirt, construction debris or other similar material shall be placed in automated carts.

(6) No hot ashes or any other material capable of causing ignition or spontaneous combustion shall be placed in any automated collection cart.

(7) No motor oil or other automotive fluids shall be deposited in any automated cart.

(8) The Town reserves the right to prohibit, or to place disposal restrictions upon any waste that may adversely affect disposal. This shall also extend to any item that may pose a risk to the health or safety of Town employees. Disposal restrictions that may be implemented shall include, but are not limited to, item size restrictions, quantity restrictions, recycling regulations, special preparation requirements, and rubbish source documentation requirements.

(9) Failure of a customer to comply with disposal restrictions will be deemed a violation and may, at the discretion of the director, result in revocation of collection services.

(H) Enforcement: This section shall be enforced by either the Health Officer or the Code Enforcement Department or their duly authorized agents, after initial notification to the violator by the Department of Public Works.

(I) Violation: Any customer found to have violated any of the provisions of this section may have their service terminated, at the discretion of the director. If service is terminated, the customer shall be entitled to a hearing before the Board of Selectmen, according to the process outlined in section 133-4.C. of this chapter.

§ 133-3 Solid waste facility.

A. Operating hours.

(1) The solid waste facility will be open for residential users Tuesday and Saturday, 7:30 a.m. to 3:30 p.m.

(2) The solid waste facility shall be closed on all holidays that are observed by the Town and on Old Home Day.

(3) The Director of Public Works or his authorized representative shall have the authority to open the solid waste facility at other times.

B. Authorized solid waste facility use shall be by **residents of the Town of Pembroke who properly display a current solid waste facility permit sticker.**

- C. Recycling (Resource Recovery) program. Materials for recycling shall be placed in the recycling bins under the supervision of the attendant. Recycled materials shall be dry and free of food waste and other contaminants. When the Town implements a curbside recycling program, users of the Transfer Station must recycle all recyclable materials being delivered to the Transfer Station.
- D. Scavenging/solid waste facility. Scavenging/picking at the solid waste facility is strictly prohibited.
- E. Violations of regulations. The Director of Public Works or his/her authorized representative shall be in charge of the solid waste facility operation and will ensure that all procedures and regulations are obeyed. Penalties for any violation shall be as follows:
 - (1) First violation will result in a thirty-day suspension of permit from the day of the violation.
 - (2) Second violation will result in a one-year suspension of permit from the day of the violation.
- F. Permits. All facility users must obtain and display a valid Town facility permit for admittance to the solid waste facility. Permits must be obtained at the Pembroke Public Works Department, 8 Exchange Street. Permits are available to all Town residents who must provide a valid registration for an automobile registered in the Town of Pembroke.
- G. Facility fee schedule.
 - (1) Permit fees.
 - (a) Residents: no charge for annual renewal of permit.
 - (2) Tipping fees.
 - (a) Fees charged are the most current voted on by the Board of Selectmen, after holding a public hearing. The Pembroke Public Works Department shall have available a current fee schedule for users.
- H. Future permits and fees. The Board of Selectmen may, from time to time, set fees and rates for the use of the solid waste facility. Per RSA 41:9-a, the Board of Selectmen shall hold a public hearing prior to setting fees and rates.

The provisions of this section shall apply private haulers collecting solid waste, construction or demolition material and / or recycling in the Town, not to residents bringing their own trash and recycling to the Transfer Station. [Board Updated 9/5/17]

A. Licensing

- (1) No person shall collect, transport or deliver solid waste, construction or demolition material or recycling originating within the Town without first obtaining a license from the Board of Selectmen, or its designee. All approved haulers shall dispose of acceptable waste originating within the Town of Pembroke at the transfer station in Allentown operated by Casella starting January 1, 2015. Acceptable waste may be delivered to the transfer station in Allentown only by self emptying vehicles or transfer trailers and in a manner in which reasonably assures that the waste will not blow, leak, or spill prior to unloading at the facility site. All waste must be delivered in a vehicle with gross vehicle weight of greater than twenty seven thousand five hundred (27,500) pounds and is self dumping.
- (2) Any person required by this section to obtain a license shall make application to the Board of Selectmen, or its designee, providing the information required. Each application shall be accompanied by a nonrefundable application fee as voted on by the Board of Selectmen.
- (3) The application shall contain all information required by the Board of Selectmen, including but not limited to a description of the activities engaged in, e.g., collection, transportation or delivery of acceptable waste; list of commercial customers and size and location of carts, pickup route, designated day and time of pickup, type and amount of waste handled; certificate of insurance with limits of coverage as determined by the Board of Selectmen, or its designee; a description of the facilities operated and used; and an equipment inventory, including a description of the make, model and year of each vehicle used for the collection or transportation of solid waste.
- (4) The Board of Selectmen or its designee shall act to grant or deny a license application within fifteen days of the submission of a complete application.
- (5) Licenses shall be renewed annually, and all information provided in the initial application shall be revised upon application for license renewal. If the Board of Selectmen or its designee shall determine the application is incomplete, they shall notify the applicant, in writing, of the specific information necessary to complete it. The Board of

Selectmen, or its designee, shall be informed immediately, in writing, of any changes in or additions to the information required on the application.

- (6) Licenses issued hereunder shall not be transferable.
- (7) All licenses shall expire one (1) year from the date of issue unless otherwise stated on the license or revoked or suspended sooner in accordance with the provision of this chapter.
- (8) The annual license fee shall be designated by the Board of Selectmen for each applicant licensed. In the event that the Board of Selectmen, or its designee, deny a license application, they shall notify the applicant, in writing, and shall state the reasons for the denial. Upon such notice, the applicant may request a hearing in accordance with the procedures in § 133-4C hereof.
- (9) Operating times are the same as provided in the Pembroke Noise Ordinance, as adopted at the March 15, 2008 Town Meeting.

B. Suspension and revocation.

- (1) Any license issued under this chapter may be suspended or revoked by order of the Board of Selectmen after the Board of Selectmen shall have notified the licensee, in writing, of the intent to suspend or revoke, the reasons therefore [sic] and the licensee has had an opportunity for a hearing in accordance with the procedures in § 133-4C hereof.
- (2) A license may be suspended or revoked for the following causes:
 - (a) Violation of this chapter;
 - (b) Violation of any provision of any state or local law or regulation relating to this chapter, including but not limited to RSA 149-M or any environmental law;
 - (c) Violation of any license condition; or
 - (d) Falsehoods, misrepresentations or omissions in the license application.

C. Hearings.

- (1) Any person denied a license or whose license is proposed to be suspended or revoked pursuant to § 133-4B shall be entitled to a hearing before the Board of Selectmen, if such request is made, in

writing, within fifteen (15) days of the licensee's receipt of the notice of denial or proposed suspension or revocation.

- (2) A hearing authorized by this chapter shall be held within thirty (30) days after receipt by the Board of Selectmen of the written request for a hearing.
- (3) The licensee or applicant shall be notified, in writing, as to the time and place of the hearing at least ten (10) days prior to the hearing date. The applicant or licensee has the right to be represented by counsel, to offer evidence and to cross-examine witnesses.
- (4) A determination shall be made by the Board of Selectmen within twenty (20) days after the conclusion of the hearing and a notice of the decision shall be served upon the applicant or licensee by certified mail, return receipt requested.
- (5) A final determination relative to the denial, suspension or revocation of a license and the period of suspension or revocation shall take effect as provided in the notice but no later than ten (10) days after the date notice of such final determination has been mailed by certified mail, return receipt requested, to the licensee or applicant. Such final determination shall be conclusive. Notice of the final determination shall set forth reasons for the denial, suspension or revocation and the effective dates thereof, together with a statement that such decision may be appealed as provided by the laws of the State of New Hampshire.
- (6) Any claim arising out of or relating to a final determination shall be reviewable as provided by the laws of the State of New Hampshire.

§ 133-5 Administration.

This chapter shall be administered by the Board of Selectmen, whose powers and duties are as follows:

- A. To adopt reasonable rules, regulations, fees and fines as needed to enforce this chapter, including, without limitation, rules and regulations governing the delivery of acceptable waste to the municipal solid waste facility, as well as other facilities the Town has an agreement or contract with to provide such services;
- B. To consider all license applications and to grant or deny each application within fifteen (15) days after receipt of a completed application at the town

offices or within such other time as the Board of Selectmen and the applicant shall agree is reasonable;

- C. To review any alleged violations of this chapter, and to impose appropriate penalties as required by this chapter; and
- D. To institute necessary proceedings, either legal or equitable, to enforce this chapter.

§ 133-6 Enforcement and penalties.

- A. Any person who violates this chapter may be guilty of a violation for each incident or occasion of violation
- B. Any person who violates this chapter may be subject to a fine, payable to the Town, of not more than one thousand dollars (\$1,000) and or revocation of service for each violation.

§ 133-7 Conflict and severability.

- A. The provisions of this chapter shall supersede all other local laws, ordinances, resolutions, rules or regulations contrary hereto or in conflict herewith.
- B. The provisions of this chapter shall be severable, and if any phrase, clause or sentence or provision or the application thereof to any person or circumstance shall be held invalid, the remainder of this chapter and the application thereof shall not be affected thereby.

§ 133-8 Amendment of provisions.

The Board of Selectmen, after a public hearing, may amend this chapter as it relates to the municipal solid waste facility and or collection of municipal solid waste or recyclables.

Revised 9/5/17

David Jodoin

From: David Jodoin <djodoin@pembroke-nh.com>
Sent: Tuesday, July 16, 2019 11:48 AM
To: Tina Courtemanche (JMCourtemanche2@gmail.com)
Subject: Piping/drainage

FYI

From: Walter Mitchell [mailto:walter@mittchellmunigroup.com]
Sent: Tuesday, July 16, 2019 9:13 AM
To: David Jodoin <djodoin@pembroke-nh.com>
Subject: RE: Not sure who wants to answer

Well, the town has no authority to go on private land.

Why doesn't the town make a demand on the owner of the property on which the pipe is located. That's what is causing the problem, and potentially causing a public safety issue. That owner should be responsible for fixing it. Alternatively, the town could fix it with the (written) permission of the land owner, but only on the understanding that the owner will be responsible for reimbursing the town for the cost of fixing the problem.

Walter

Walter L. Mitchell
Mitchell Municipal Group, P.A.
25 Beacon Street East
Laconia, NH 03246
(603) 524-3885
walter@mittchellmunigroup.com



Town of Pembroke
Roads Committee

8 Exchange Street, Pembroke, NH 03275

To: Board of Selectmen
CC: David Jodoin
From: Roads Committee
Date: July 10, 2019
Re: Broadway/Fairview Drainage

The Roads Committee recommends to the Board of Selectmen that the town fix the drainage issue only with the agreement that the property owners 'own' the easements after the fix. Their deeds would have to reflect this agreement.

Doc# 670655
Book: 2964
Pages: 1161 - 1162
Filed & Recorded
02/08/2007 3:27PM
KATHI L. GURAY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS
RECORDING \$ 14.00
SURCHARGE \$ 2.00
POSTAGE \$ 0.39

Book 2964 Page 1161

#1
R-PEOPLE
PO BOX 208
PEMBROKE, NH 03275

QUITCLAIM DEED

1439
7-00
KNOW ALL MEN BY THESE PRESENTS that Robert J. Malo and Kimberly A. Malo, husband and wife, of 82 Broadway, Pembroke, New Hampshire 03275; for consideration paid, grant to Denise S. McFetridge and James K. McFetridge, husband and wife, of 80 Broadway, Town of Pembroke, New Hampshire 03275, as joint tenants with rights of survivorship, with QUITCLAIM COVENANTS:

A certain tract of land with the buildings thereon, if any, situated in the Town of Pembroke, County of Merrimack, New Hampshire, bounded and described as follows:

Beginning at a concrete bound at the southwesterly corner of land of Kimberly and Robert Malo; thence N 13° 11' 25" E 4.24 feet along land of McFetridge to a bound to be set; thence S 78° 17' 50" E 45.16 feet along land of Malo to a point; thence N83° 38' 55" W 45.46 feet to the point of beginning.
Said parcel containing 95 square feet and depicted as the area to be annexed to Map VW Lot 134 on a plat entitled Lot Line Adjustment Plat prepared for Kimberly and Robert Malo, Denise and James McFetridge, and recorded as Plan #17878 in the Merrimack County Registry of Deeds.

Subject to all restrictions and easements as may be shown on said plan.

Meaning and intending to convey a portion of the property conveyed by Raymond D. Thibeault, Executor, by deed recorded at B. 2014, P. 861 in the Merrimack County Registry of Deeds.

Homestead rights and all other rights are hereby released.

This deed is given as part of a property transfer. For transfer stamps on the transaction which also conveyed property from the grantees to the grantors, see the deed of Denise S. McFetridge and James K. McFetridge to Robert J. Malo and Kimberly A. Malo recorded at B. 2918, P. 622, in the Merrimack County

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FOR PROPER REPRODUCTION

Registry of Deeds. That deed carried transfer stamps. This portion of the transfer is a gift (non-contractual transfer).

Also conveying an access easement and the authority to construct develop and maintain a drainage easement as shown on the said plan across land of the grantors; said right shall be extended to all public authorities and private commercial parties required to construct develop and maintain the same.

IN WITNESS WHEREOF, this instrument is executed this 5TH day of FEB, 2007.

Robert J. Malo
Robert J. Malo

Kimberly A. Malo
Kimberly A. Malo

STATE OF NEW HAMPSHIRE
MERRIMACK COUNTY

On this 5TH day of FEB, 2007, before me, the undersigned officer, personally appeared the above-named Robert J. Malo and Kimberly A. Malo, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Date 2/5/07

Richard A. Papp
Justice of the Peace/
Notary Public
RICHARD A. PAPP

No title search requested.

My COMMISSION EXPIRES 2/22/11

MERRIMACK COUNTY RECORDS

Kathi L. Gray, CPO, Register

ORIGINAL NOT SUITABLE
FOR PROPER REPRODUCTION

Robert J. & Kimberly A. Malo
80 BROADWAY ST
PEMBROKE NH
03275

Doc# 653749
Book: 2918
Pages: 0622 - 0623
Filed & Recorded
08/10/2006 12:05PM
KATHI L. GUAY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS
RECORDING \$ 14.00
SURCHARGE \$ 2.00
POSTAGE \$ 0.39
TRANSFER TAX \$ 300.00

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

THOUSAND 3 HUNDRED AND 00 DOLLARS

08/10/2006 787584 \$ 300

VOID IF ALTERED

Book 2918 Page 622

14.39
2.00

300.00 QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that Denise S. McPetridge and James K. McPetridge, husband and wife, of 80 Broadway, Town of Pembroke, New Hampshire 03275; for consideration paid, grant to Robert J. Malo and Kimberly A. Malo, husband and wife, of 82 Broadway, Pembroke, New Hampshire 03275, as joint tenants with rights of survivorship, with QUITCLAIM COVENANTS:

Two certain tract of land with the buildings thereon, if any, situated in the Town of Pembroke, County of Merrimack, New Hampshire, bounded and described as follows:

Tract I

Beginning at a point on the westerly side of Broadway at the southeasterly corner of land of Kimberly and Robert Malo; thence along Broadway S13°30'00"W 5.08 feet to a bound to be set; thence N78°17'50"W 54.04 feet along land of McPetridge to a point; thence S83°38'55"E 54.44 feet along land of Malo to the point of beginning.

Said parcel containing 137 square feet and depicted as the area to be annexed to Map VW Lot 124 on a plat entitled Lot Line Adjustment Plat prepared for Kimberly and Robert Malo, Denise and James McPetridge MCRD #17878

Tract II

Beginning at an iron pipe in a stonewall at the northwesterly corner of land of Denise and James McPetridge; thence S83°18'15"E 16.25 feet along a stonewall to a point; thence S 84°33'20"E 83.04 feet along a stonewall to concrete bound; thence S13°11'25"W 74.98 feet along land of Malo to a bound to be set; thence N83°35'08"W 99.77 feet to a bound to be set; thence N13°43'35"E 69.48 feet to the point of beginning.

Said parcel containing 0.16 acres, 6,904 square feet and depicted as area to be annexed to Map VW Lot 124 on a plat entitled Lot Line Adjustment Plat prepared for Kimberly and Robert Malo, Denise and James McPetridge.


Also conveying an access easement and the authority to construct develop and maintain a drainage easement as shown on the said plan across land of the grantors; said right shall be extended to all public authorities and private commercial parties required to construct develop and maintain the same.

Subject to all restrictions and easements as may be shown on said plan.

For reference see deed recorded at B. 2632, P. 1957 in the Merrimack County Registry of Deeds.

Homestead rights and all other rights are hereby released.

IN WITNESS WHEREOF, this instrument is executed this 25th day of MAY, 2006.


Denise S. McFetridge



James K. McFetridge

STATE OF NEW HAMPSHIRE
MERRIMACK COUNTY

On this 25th day of MAY, 2006, before me, the undersigned officer, personally appeared the above-named Denise S. McFetridge and James K. McFetridge, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

5/25/06
Date


Justice of the Peace
Notary Public LINDA A. WILLIAMS, Notary Public
My Commission Expires 11/10/2009

No title search requested.

MERRIMACK COUNTY RECORDS

 Kelli L. Gray, CPO, Register

Doc# 670655
Book: 2964
Pages: 1161 - 1162
Filed & Recorded
02/08/2007 3:27PM
KATHI L. GUAY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS
RECORDING \$ 14.00
SURCHARGE \$ 2.00
POSTAGE \$ 0.39

Book 2964 Page 1161

#1
R. PEPPE
PO BOX 208
PEMBROKE, NH 03275

VW-124

NOTE ON VW-134
NO X'S

QUITCLAIM DEED

14.39
7.00
KNOW ALL MEN BY THESE PRESENTS that Robert J. Malo and Kimberly A. Malo, husband and wife, of 82 Broadway, Pembroke, New Hampshire 03275; for consideration paid, grant to Denise S. McFetridge and James K. McFetridge, husband and wife, of 80 Broadway, Town of Pembroke, New Hampshire 03275, as joint tenants with rights of survivorship, with QUITCLAIM COVENANTS:

A certain tract of land with the buildings thereon, if any, situated in the Town of Pembroke, County of Merrimack, New Hampshire, bounded and described as follows:

Beginning at a concrete bound at the southwesterly corner of land of Kimberly and Robert Malo; thence N 13° 11' 25" E 4.24 feet along land of McFetridge to a bound to be set; thence S 78° 17' 50" E 45.16 feet along land of Malo to a point; thence N 83° 38' 55" W 45.46 feet to the point of beginning. Said parcel containing 95 square feet and depicted as the area to be annexed to Map VW Lot 134 on a plat entitled Lot Line Adjustment Plat prepared for Kimberly and Robert Malo, Denise and James McFetridge, and recorded as Plan #17878 in the Merrimack County Registry of Deeds.

Subject to all restrictions and easements as may be shown on said plan.

Meaning and intending to convey a portion of the property conveyed by Raymond D. Thibeault, Executor, by deed recorded at B. 2014, P. 861 in the Merrimack County Registry of Deeds.

Homestead rights and all other rights are hereby released.

This deed is given as part of a property transfer. For transfer stamps on the transaction which also conveyed property from the grantees to the grantors, see the deed of Denise S. McFetridge and James K. McFetridge to Robert J. Malo and Kimberly A. Malo recorded at B. 2918, P. 622, in the Merrimack County

ORIGINAL NOT SUITABLE
FOR PROPER REPRODUCTION

Registry of Deeds. That deed carried transfer stamps. This portion of the transfer is a gift (non-contractual transfer).

Also conveying an access easement and the authority to construct develop and maintain a drainage easement as shown on the said plan across land of the grantors; said right shall be extended to all public authorities and private commercial parties required to construct develop and maintain the same.

IN WITNESS WHEREOF, this instrument is executed this 5TH day of FEB, 2007.

Robert J. Malo
Robert J. Malo

Kimberly A. Malo
Kimberly A. Malo

STATE OF NEW HAMPSHIRE
MERRIMACK COUNTY

On this 5TH day of FEB, 2007, before me, the undersigned officer, personally appeared the above-named Robert J. Malo and Kimberly A. Malo, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Date 2/5/07

Richard R. Apple
Justice of the Peace/
Notary Public

No title search requested.

MY COMMISSION EXPIRES 2/22/11

MERRIMACK COUNTY RECORDS

Kath L. Gray, CPO, Register

ORIGINAL NOT SUITABLE
FOR PROPER REPRODUCTION

Robert J. & Kimberly A. Malo
80 BROADWAY ST
PEMBROKE NH
03275

Doc# 653749
Book: 2918
Pages: 0622 - 0623
Filed & Recorded
08/18/2006 12:05PM
KATHI L. BURY, CPO, REGISTER

MERRIMACK COUNTY REGISTRY OF DEEDS
RECORDING \$ 14.00
SURCHARGE \$ 2.00
POSTAGE \$ 0.39
TRANSFER TAX \$ 300.00

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

THOUSAND 3 HUNDRED AND 00 DOLLARS

08/10/2006 787584 \$ 300

VOID IF ALTERED

Book 2918 Page 622

14.39
2.00

300.00 QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that Denise S. McPetridge and James K. McPetridge, husband and wife, of 80 Broadway, Town of Pembroke, New Hampshire 03275; for consideration paid, grant to Robert J. Malo and Kimberly A. Malo, husband and wife, of 82 Broadway, Pembroke, New Hampshire 03275, as joint tenants with rights of survivorship, with QUITCLAIM COVENANTS:

Two certain tract of land with the buildings thereon, if any, situated in the Town of Pembroke, County of Merrimack, New Hampshire, bounded and described as follows:

Tract I

Beginning at a point on the westerly side of Broadway at the southeasterly corner of land of Kimberly and Robert Malo; thence along Broadway S13°30'00"W 5.08 feet to a bound to be set; thence N78°17'50"W 54.04 feet along land of McPetridge to a point; thence S83°38'55"E 54.44 feet along land of Malo to the point of beginning.

Said parcel containing 137 square feet and depicted as the area to be annexed to Map VW Lot 124 on a plat entitled Lot Line Adjustment Plat prepared for Kimberly and Robert Malo, Denise and James McPetridge MCRD #17878

Tract II

Beginning at an iron pipe in a stonewall at the northwesterly corner of land of Denise and James McPetridge; thence S83°18'15"E 16.25 feet along a stonewall to a point; thence S 84°33'20"E 83.04 feet along a stonewall to concrete bound; thence S13°11'25"W 74.98 feet along land of Malo to a bound to be set; thence N83°35'08"W 99.77 feet to a bound to be set; thence N13°43'35"E 69.48 feet to the point of beginning.

Said parcel containing 0.16 acres, 6,904 square feet and depicted as area to be annexed to Map VW Lot 124 on a plat entitled Lot Line Adjustment Plat prepared for Kimberly and Robert Malo, Denise and James McPetridge.

Also conveying an access easement and the authority to construct develop and maintain a drainage easement as shown on the said plan across land of the grantors; said right shall be extended to all public authorities and private commercial parties required to construct develop and maintain the same.

Subject to all restrictions and easements as may be shown on said plan.

For reference see deed recorded at B. 2632, P. 1957 in the Merrimack County Registry of Deeds.

Homestead rights and all other rights are hereby released.

IN WITNESS WHEREOF, this instrument is executed this 25th day of MAY, 2006.

Denise S. McFetridge
Denise S. McFetridge

James K. McFetridge
James K. McFetridge

STATE OF NEW HAMPSHIRE
MERRIMACK COUNTY

On this 25th day of MAY, 2006, before me, the undersigned officer, personally appeared the above-named Denise S. McFetridge and James K. McFetridge, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

5/25/06
Date

Linda A. Williams
Justice of the Peace
Notary Public
LINDA A. WILLIAMS, Notary Public
My Commission Expires 11/10/2009

No title search requested.

MERRIMACK COUNTY RECORDS

Kathi L. Gray CPO, Register

263036

96 MAR -4 PM 1:50

BK2014 PG0861

FIDUCIARY DEED WITH CONSENT

700.00

KNOW ALL MEN BY THESE PRESENTS that I, Raymond D. Thibeault, Executor of the Estate of Edgar Thibeault, for consideration paid, and in full consideration of Seventy Thousand and 00/100 (\$70,000.00) Dollars, grant to Robert Joseph Malo and Kimberly A. Malo of 82 Broadway, Pembroke, New Hampshire 03275 as joint tenants with rights of survivorship, the following:

A certain tract of land with the buildings thereon, lying on the west side of Broadway in Suncook Village, in said Pembroke, County of Merrimack, State of New Hampshire, bounded and described as follows:

Beginning at the southeasterly corner of land of Antoinette Dube on said Broadway; thence westerly by said Dube land 100 feet to a corner and other land formerly of Leonide K. Dube; thence southerly by said Dube land 75 feet to a corner; thence easterly by said Dube land 100 feet to said Broadway; thence northerly by said Broadway 75 feet to point begun at. Containing 7500 square feet of land, more or less.

For title reference, see the Estate of Edgar Thibeault, Merrimack County Probate Court No. 1995-0869.

This is Not the Homestead Property of the Grantor.

Dated this 27th day of February, 1996.

Raymond D. Thibeault
Raymond D. Thibeault, Executor

Raymond D. Thibeault
Raymond D. Thibeault, individually
and as Devisee under the Will of
Edgar Thibeault

Edward L. Thibeault
Edward L. Thibeault, Devisee under
the Will of Edgar Thibeault

Joan T. Courtemanche
Joan T. Courtemanche, Devisee
under the Will of Edgar Thibeault

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
THOUSAND	HUNDRED AND DOLLARS
03/04/1996	209831 \$ 700.00
VOID IF ALTERED	


BK2014 PG0862

STATE OF NEW HAMSHIRE
MERRIMACK, SS.

February 24, 1996

Personally appeared Raymond D. Thibeault, individually and as Executor of the Estate of Edgar Thibeault, known to me or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

Before me,

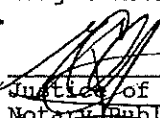

Justice of the Peace/
Notary Public

My Commission Expires 2000
STATE OF NEW HAMSHIRE
MERRIMACK, SS.

February 24, 1996

Personally appeared Edward L. Thibeault, known to me or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

Before me,

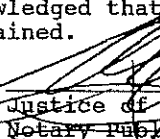

Justice of the Peace/
Notary Public

My Commission Expires 2000
STATE OF NEW HAMSHIRE
MERRIMACK, SS.

February 24, 1996

Personally appeared Joan T. Courtemanche, known to me or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Before me,


Justice of the Peace/
Notary Public

My Commission Expires 2000

MERRIMACK COUNTY RECORDS

Kathi L. Gray, Register

The Pembroke Economic Development Committee (PEDC)

SECTION I: GENERAL: The Pembroke Economic Development Committee (PEDC) was established on _____ and authorized by the Pembroke Board of Selectmen, in order to better assist, counsel, and advise the residents of Pembroke, the Board of Selectmen, other Town Boards and Departments, and Pembroke businesses, both existing and proposed, on the merits of Economic Development and the PEDC was create as a Town of Pembroke Committee.

SECTION II: DEFINITIONS:

- A) Pembroke Economic Development Committee (PEDC)
- B) Member of Pembroke Business Community: A person who owns, manages, or works for a Pembroke business.
- C) Pembroke Resident: A resident of the Town of Pembroke who would not be considered a "Member of the Pembroke Business Community", as defined above.

SECTION III: FUNCTIONS:

A) MISSION STATEMENT:

The Pembroke Economic Development Committee's mission is to enhance the vitality of the local economy by supporting existing business and attracting new businesses to Pembroke and encouraging economic development consistent with the Pembroke Master Plan.

B) GOALS:

1. Promote growth in property valuation that generates tax revenue, which exceeds municipal costs, in order to reduce the tax burden on residents.
2. Promote Pembroke as a destination for new businesses.
3. Establish and nurture supportive relationships with existing businesses and property owners.
4. Provide input to the Board of Selectmen, Planning Board, and Zoning Board of Adjustment to project a welcoming and helpful image to the business community.
5. Provide education and outreach opportunities to encourage and facilitate economic development.
6. Work collaboratively and seek out support for Pembroke economic development from local, regional, and state organizations.
7. Identify and pursue funding sources, on behalf of the Town of Pembroke, which would enable PEDC to meet the mission and goals set forth in this document.
8. Promote economic growth that provides employment opportunities in the Town of Pembroke.

SECTION IV: ADMINISTRATION:

A) MEMBERSHIP:

1. As established by the Board of Selectmen, the PEDC shall consist of eleven (11) voting and up to two (2) alternate members::
2. The terms of office for regular and alternate members shall be three years, except that in order to ensure a staggered appointment schedule, the initial appointments to the PEDC shall be as follows:
 - Two (3) Ex-Officio members (Board of Selectmen, Planning Board & Zoning Board)
 - Three (3) members for three (3) year terms from Business Representative Companies

Three (3) members for two (2) year terms from residents of the Town of Pembroke
Two (2) members for a one (1) year term from Meet Me in Suncook
Two (2) alternate members

Terms shall run from June 1 to May 31.

3. The PEDC may recommend to the Board of Selectmen the removal of any member having unexcused absences from either three (3) consecutive meetings, or a total of five (5) unexcused absences in anyone rolling 12-month period.

4. CONFLICT OF INTEREST: Members shall adhere to the Town of Pembroke's Conflict of Interest Policy and copy of which will be provided to each PEDC member upon appointment to the Committee.

5. MEMBERSHIP REPLACEMENT: When a vacancy occurs or when a membership term expires, the PEDC shall notify the Board of Selectmen, who shall then proceed to fill the vacancy using the Town's Appointment Guidelines.

6. SUBCOMMITTEES: Subcommittees may be established by PEDC to work on specific projects and/or initiatives and report back to the PEDC.

a) The Chair of the Subcommittee will be a member of PEDC and be appointed by the PEDC membership.

b) Members of the Subcommittee are appointed by the PEDC but do not have to be members of PEDC, except for the Subcommittee Chair, and may be made up of residents and members of the Pembroke Business Community.

c) All subcommittees must follow the requirements as outlined in NH RSA 91-A. B) MEETINGS:

1. A quorum must be present in order to conduct any meeting. A quorum shall be a simple majority of the committee membership. Except as prescribed in other sections of these Rules, Committee decisions shall require a vote of the simple majority of members present at a meeting.

2. The PEDC meetings shall be open to the public in accordance with NH RSA 91-A, and be held, whenever possible, at a regular time and place to be determined by the first seated committee. The time and place of each meeting shall be posted in accordance with RSA 91-A. All records and minutes of PEDC meetings or actions shall be filed with the Town of Pembroke Town Manager and be made available to the public in accordance with State statutes.

3. Special meetings may be called by the Chairman provided that at least 2 business day's prior notice is given of the time and place. The time, place and business to be discussed shall be provided to each member of the PEDC and shall be posted in accordance with RSA 91-A.

C) ELECTION OF OFFICERS: The PEDC shall conduct annual elections in the month of July. Officers shall be the Chair, Vice Chair and Secretary. Ex-Officio members cannot hold Officer positions.

D) DUTIES OF OFFICERS:

1. The duties of the Chair shall be to:

- a) Preside at all meetings of the PEDC
- b) Set the agenda for all meetings, with input and recommendations from the Committee, as needed
- c) Act as the voice of the committee, but only as authorized by the committee
- d) Act as the liaison to the Office of Community Development, and to other Pembroke Boards and Departments

2. The duties of the Vice Chair shall be to assume the duties of the Chairman in his or her absence.

3. The duties of the Secretary shall be to:

- a) Keep minutes of all meetings and proceedings of the PEDC and record any actions taken
- b) Prepare and distribute draft copies of meeting minutes prior the next meeting
- c) Supply a copy of each set of minutes to the Office of Community Development

SECTION V: WAIVERS:

Any provisions of these Rules may be temporarily waived by a majority vote of the Board of Selectmen for good cause shown.

SECTION VI: AMENDMENTS:

At least annually, or more often should the PEDC consider it necessary, the PEDC shall review these PEDC Rules and recommend any amendments in writing to the Board of Selectmen for adoption. Said recommendations shall be approved by the PEDC by a 2/3 majority vote of the full committee membership. Written notice of intent to consider amendments must be publicly posted, provided to each member of the PEDC, and provided to the Pembroke Board of Selectmen, at least fourteen (14) days prior to the Board of Selectmen meeting at which the proposed action is to be taken.

SECTION VII: EFFECTIVE DATE:

These Rules of Procedure shall be effective upon a majority vote of approval by the Board of Selectmen.

Approved and adopted by the Pembroke Board of Selectmen this day

CHAPTER 17

ECONOMIC DEVELOPMENT COMMITTEE

[HISTORY: Adopted by the Board of Selectmen 6-28-1993. Amendments noted where applicable.]

§ 17-1 Objectives and purposes.

A. The general purposes of the Pembroke Economic Development Committee center on:

- (1) The creation and retention of jobs in the Town of Pembroke to preserve economic opportunity for households in the town and region.
- (2) The expansion of the nonresidential taxable property valuation of the Town of Pembroke such that the town can sustain quality municipal and educational services at a reasonable tax rate.

B. To the extent consistent with these broad public purposes, the Pembroke Economic Development Committee shall pursue activities including but not limited to the following:

- (1) Education and promotion;
- (2) Inform, educate, advise and act as a forum for businesses interested in expanding or locating in Pembroke;
- (3) Providing updated community statistical profiles of Pembroke for state agencies and interested parties;
- (4) Maintain and distribute informational brochures promoting Pembroke as a business location;
- (5) Periodically publish and update or assist in the development of a directory of businesses located within Pembroke.

C. Policy development.

- (1) Work with the Planning Board on such planning and regulatory matters, including economic development planning, Master Plan amendments, rezoning and regulatory revisions which support reasonable

standards for business development and expansion in appropriate locations consistent with sound overall community planning;

(2) Attend statewide, regional and local conferences and meetings dealing with issues of private investment and public infrastructure development which may influence business growth and development in Pembroke;

(3) Represent the town, where specifically designated by the Board of Selectmen on intergovernmental committees or other regional development associations having influence on future economic growth in Pembroke;

(4) Work with existing businesses and local and state government agencies to foster a better relationship among businesses, residents and regulators of development.

D. Retention and development of economic base.

(1) Develop updated information including maps and appropriate data base on the status of salable, developable land within Pembroke's business and commercial zoning districts;

(2) Support specific businesses, developments and infrastructure investments which help retain, expand or generate the commercial and industrial economic base of the Town of Pembroke;

(3) Identify development opportunities within the business and commercial zoning districts of the town and investigate and pursue available sources of financing and assistance available to the town and to public/private partnerships which achieve local economic development goals.

17-2 Membership and terms of office.

A. Constitution of membership. The Pembroke Economic Development Committee shall consist of eleven (11) members. Eight (8) members (hereinafter referred to as "regular members") may be either Pembroke residents or owners of businesses or property located within Pembroke. Three (3) other members shall be designated as ex officio representatives to the Committee by their respective Boards: the Board of Selectmen; the Planning Board; and the Budget Committee. The Committee may present annual recommendations for membership appointments which promote both broad representation of the town's population as well the incorporation of members having specialized

expertise or experience which is of benefit to the achievement of Committee objectives.

B. Appointment and terms.

(1) Designation of ex officio members shall be requested of the Board of Selectmen, the Planning Board and the Budget Committee on an annual basis by the Committee Chairperson. Initially, the eight (8) members of the Committee appointed by the Board of Selectmen shall have staggered terms of appointment as follows:

(a) Three (3) members appointed for a three-year term;

(b) Three (3) members appointed for a two-year term;

(c) Two (2) members appointed for a one-year term.

(2) Subsequent appointments shall be for three-year terms. Members shall be sworn into office by the Town Clerk under the same oath of office administered for other town appointed positions. Annual appointments shall be made in March of each year following the Annual Town Meeting.



PURCHASE AND SALE AGREEMENT
New Hampshire Commercial Investment Board of REALTORS® Standard Form



1. PARTIES: This agreement ("AGREEMENT") is made this 26th day of July, 2019 between The Town of Pembroke NH ("SELLER") of Pembroke Street, City Pembroke, State NH Zip 03275 and Joan H. Bussiere and or assigns. ("BUYER") of 55 Carpenter Street, City Manchester, State NH Zip 03104.

2. AGREEMENT: SELLER agrees to sell and convey, and BUYER agrees to purchase, for the PURCHASE PRICE stated (defined below) and subject to every one of the terms and conditions hereafter set forth, the real property located in City/Town of Pembroke, New Hampshire, known as or more particularly described as 4 Union Street known as The Perry Eaton Building

inclusive of all the buildings and other improvements thereon the land _____ and recorded in the Merrimack County Registry of Deeds as Book 918 Page 354 (collectively referred to as the "PROPERTY").

3. PRICE AND DEPOSIT: The purchase price is One Hundred Fifty Thousand and 00/100 Dollars \$ 150,000.00 ("PURCHASE PRICE").

An initial DEPOSIT ("INITIAL DEPOSIT"), receipt of which is hereby acknowledged in the form of check, is to be held in an escrow account by Fairway Real Estate, LLC ("ESCROW AGENT"), in the sum of \$ 10,000.00.

An additional DEPOSIT ("ADDITIONAL DEPOSIT") will be paid on or before 07/26/2019, in the sum of \$ _____ and to be held by ESCROW AGENT.

The INITIAL DEPOSIT and the ADDITIONAL DEPOSIT (collectively, the "DEPOSIT") shall be applied to the PURCHASE PRICE, unless otherwise provided in this AGREEMENT.

Balance Due: Cash, certified check, bank draft or wire transfer payable to SELLER at CLOSING (defined below) in the sum of \$ 140,000.00.

Provided, nonetheless, such balance due shall be net (whether plus or minus) of any prorations set forth within Section 11 of this AGREEMENT, as applicable. In addition, SELLER's share of New Hampshire real estate transfer tax may be deducted from any balance due at SELLER at SELLER's election.

4. DEED: Marketable title to the PROPERTY shall be conveyed by a Warranty deed.

5. TRANSFER OF TITLE: The transfer of title shall occur on or before October 4, 2019 at Fairway Real Estate or some other place of mutual consent as agreed to in writing, time being of the essence ("CLOSING").

6. POSSESSION: Full possession and occupancy of the PROPERTY with all keys shall be given upon the transfer of title free of all occupants and personal property, contracts and leases except as herein stated. SELLER agrees that the PROPERTY will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions to the foregoing: Current tenants and seller's personality located at premises

BUYER reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's broker within 24 hours prior to time of transfer of title to ensure compliance with the terms of this AGREEMENT.

7. **AGENCY:** The undersigned SELLER and BUYER acknowledge the roles of the Brokers as follows:
Fairway Real Estate, LLC is a ☒ SELLER agent ☐ BUYER agent ☐ facilitator-agent
☐ disclosed dual agent* and NA is a ☐ SELLER agent ☐ BUYER agent ☐ facilitator ☐ disclosed dual agent*

*If broker is acting as a disclosed dual agent, SELLER and BUYER acknowledge receipt and signing of a Dual Agency Informed Consent Agreement.

☐ Notice of Designated Agency. If checked, notice is hereby given that BUYER is represented by a designated BUYER's agent and SELLER is represented by a designated SELLER's agent in the same firm.

8. **MAINTENANCE:** Until possession is delivered, SELLER agrees to maintain the PROPERTY in good condition and working order with the PROPERTY to be then in the same condition as of the date of this AGREEMENT, reasonable wear and tear excepted.

9. **INSURANCE:** The PROPERTY shall, until full performance of this AGREEMENT, be kept insured against fire and other casualty, with extended coverage by SELLER.

10. **LOSS:** In case of loss, all sums recoverable from any applicable insurance shall be paid or assigned, on transfer of title, to BUYER, unless the PROPERTY shall previously have been restored to its former condition by SELLER; or, at the option of BUYER, this AGREEMENT may be terminated and the DEPOSIT refunded if any such loss exceeds \$ _____.

11. **TITLE:** At the CLOSING, good, clear and marketable title to the PROPERTY shall be conveyed by SELLER, free of all liens, restrictions, and other encumbrances except usual public utilities serving the PROPERTY which do not interfere with BUYER's intended use of the PROPERTY, encumbrances noted herein, and encumbrances otherwise acceptable to BUYER. Within 30 days of the EFFECTIVE DATE, BUYER may cause title to the PROPERTY to be examined at BUYER's sole expense to determine whether title to the PROPERTY conforms to the requirements of this Agreement. If upon such examination, BUYER determines that the title does not conform to the requirements of this AGREEMENT, then BUYER shall within that same period provide written notice to SELLER describing all title defects that BUYER has determined to exist, time being of the essence. SELLER shall have a reasonable time (and if applicable, the CLOSING shall be extended during such period), not to exceed thirty (30) days from the date of such notice (unless another period is agreed to in writing), to remedy such defects or provide to BUYER written assurance that such defects will be cured at or before the CLOSING, failing which BUYER may terminate this AGREEMENT at BUYER'S sole discretion by written notice to SELLER within 5 days following the end of such period. In the event of such termination, the full DEPOSIT shall be refunded to BUYER pursuant to RSA 331-A and all parties shall be released from any further obligations hereunder, except for such obligations as expressly survive the termination pursuant to this AGREEMENT. SELLER hereby agrees to undertake reasonable efforts to correct the title defect within the said thirty (30) day period.

12. **PRORATIONS:** All real estate taxes, and fuel in storage as of the CLOSING shall be apportioned, as appropriate, between the SELLER and the BUYER. Rents received by SELLER prior to CLOSING that are applicable to any period following the CLOSING date shall be credited to BUYER at CLOSING. Unless the parties otherwise agree in writing, BUYER agrees to pay over to SELLER within 10 days of receipt all rents received following the CLOSING, that are applicable to any period prior to the CLOSING date. Security deposits given by tenants and held by SELLER shall be turned over to BUYER at CLOSING. The parties agree to comply with the requirements of RSA 540-A:6 III and IV (regarding tenants' security deposits), if applicable.

13. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER:

RADON GAS: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing can establish radon's presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Disclosure Required ☒ YES ☐ NO

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The BUYER is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

BUYER acknowledges prior receipt of SELLER's Mandatory New Hampshire Disclosure & Notification Form attached hereto and signifies by initialing here:

14. DUE DILIGENCE: The BUYER is encouraged to seek information from professionals regarding any specific issue of concern. Neither SELLER, nor its agents or representatives, make any warranties or representations regarding the condition, permitted use or value of the PROPERTY, including any of SELLER'S real or personal property, except to the extent specifically attached hereto and included herein. The SELLER authorizes the BUYER to perform the following inspections upon the PROPERTY upon reasonable notice to SELLER:

TYPE OF INSPECTION:

See additional provisions _____

within _____ days

within _____ days

within _____ days

within _____ days

within _____ days

The use of days is intended to mean calendar days from the EFFECTIVE DATE of this AGREEMENT. All inspections shall be done by professionals normally engaged in the business with proof of insurance as may reasonably be requested by SELLER, to be chosen and paid for by BUYER. BUYER shall hold the SELLER harmless and shall indemnify and defend SELLER (with counsel reasonably acceptable to SELLER) for any and all claims for injury alleged to be caused by BUYER or BUYER's representatives, agents or contractors arising out of or related to BUYER's inspections of the PROPERTY. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency for that inspection is waived by BUYER, time being of the essence. BUYER's notice shall include sufficient details to allow SELLER to understand the condition and shall include any available inspection reports if requested by SELLER. At no time shall BUYER undertake destructive or invasive testing absent the prior approval of SELLER, in which event, BUYER agrees to immediately restore the PROPERTY to the same material condition as existed prior to such testing.

If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER in writing, then:

- (a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or
- (b) if SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach AGREEMENT with respect to the method of repair or remedy, then this AGREEMENT shall terminate, and all DEPOSITS will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or
- (c) BUYER may terminate this AGREEMENT in writing and all DEPOSITS will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S broker within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection(s) mentioned above, the BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER hereby elects to waive the right to all inspections and signifies by initialing here _____

15. LIQUIDATED DAMAGES: If BUYER shall default in the performance of its obligation under this AGREEMENT, the amount of the DEPOSIT may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the DEPOSIT held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said DEPOSIT into the clerk of court of proper jurisdiction in an action of interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this AGREEMENT shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the DEPOSIT held in escrow prior to the forwarding of same to the Clerk of such court.

16. FINANCING: This AGREEMENT ☐ is or ☒ is not contingent upon BUYER obtaining financing ~~under the following terms:~~

- a. Amount: _____
- b. Rate: _____
- c. Type: _____
- d. Term/Years: _____
- e. Application: Application for financing must be made on or before _____, failing which this contingency shall be deemed to have been waived. Time being of the essence.

- f. Evidence of Financing Commitment: On or before July 26, 2019 BUYER shall provide SELLER or SELLER's broker with written evidence, reasonably acceptable to the SELLER, as to the BUYER's ability or inability to obtain financing, time being of the essence. Upon such notification, if the BUYER is unable to obtain financing, this AGREEMENT shall terminate and the ESCROW AGENT is hereby authorized to return BUYER's DEPOSIT in full. In the event that the BUYER fails to comply with such written notification, the financing contingency shall lapse and this AGREEMENT shall continue in full force and effect or, at the SELLER's sole option, this AGREEMENT shall terminate and in such event, the full DEPOSIT shall be returned to BUYER. Notwithstanding anything to the contrary contained in this AGREEMENT, except as otherwise provided by RSA 331-A:13 VI, the release of the DEPOSIT by ESCROW AGENT shall be contingent upon delivery to the ESCROW AGENT of a contemporaneous AGREEMENT in writing between all parties or an order of a court of competent jurisdiction.

17. ADDITIONAL PROVISIONS:

Buyer shall be given 30 days from the date that buyer is notified of the Pembroke Sewer Commission's waiver or expiration of the right of first refusal on this property, to perform all due diligence inspections that she desires, including building inspections, engineering inspections and review of tenant leases. Should buyer determine that the results of her inspections are unsatisfactory, in her sole discretion, she shall, prior to the expiration of this 30 day inspection period, notify the Seller in writing of the same and this contract shall be null and void and full deposit shall be returned to the Buyer.

18. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersedes any agreements or understandings prior to the date hereof whether written or oral, and may not be amended except in a writing executed by all parties.

19. GOVERNING LAW. This AGREEMENT shall be exclusively governed by and construed in accordance with the laws of the State of New Hampshire, excluding its choice or conflicts of law provisions.

20. ELECTRONIC COPIES: For the purposes of executing this and delivering this AGREEMENT, (i) a document signed, and then electronically scanned and emailed, or transmitted by facsimile of other electronic means shall be treated as an original document, (ii) the signature of any party on such document shall be considered as an original, (iii) the document transmitted (or the document of which the page containing the signature or signatures of one or more parties is transmitted) shall have the same effect as a counterpart thereof containing original signatures, and (iv) at the request of a party, each party who executed a document transmitted by such means, shall re-execute such document or a counterpart as an original. No party may raise the use of such electronic means for the purpose of transmitting a signature of that party or another party as a defense to the enforcement of the AGREEMENT or any other document required to be delivered in accordance with its terms, including any amendment thereof.

21. EFFECTIVE DATE: Any notice, communication or document delivery requirements in this AGREEMENT may be satisfied by providing the required notice, communication or documentation to the party or their licensee. This AGREEMENT is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that face has been communicated in writing which shall be the EFFECTIVE DATE. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this AGREEMENT. Deadlines in this AGREEMENT, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this AGREEMENT, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

This is a legal instrument. If not understood, legal, tax or other counsel should be consulted before signing.

BUYER: **Joan H. Bussiere and or assigns.**

Date

By: _____

Its: _____

Hereunto Duly Authorized

Address: **55 Carpenter Street**

SELLER: **The Town of Pembroke NH**

Date

By: _____

Its: _____

Hereunto Duly Authorized

Address: **Pembroke Street**



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Financial Report of the Budget

Pembroke

For the period ending December 31, 2018

PREPARER'S EFILE CERTIFICATION

Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

Tammy R Webb

GOVERNING BODY CERTIFICATION

Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal:
<https://www.proptax.org/>

For assistance please contact:
NH DRA Municipal and Property Division
(603) 230-5090
<http://www.revenue.nh.gov/mun-prop/>



New Hampshire
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Expenditures

Account	Purpose	Voted Appropriations	Actual Expenditures
General Government			
4130-4139	Executive	\$318,386	\$308,387
4140-4149	Election, Registration, and Vital Statistics	\$135,250	\$127,496
4150-4151	Financial Administration	\$40,102	\$43,978
4152	Revaluation of Property	\$111,000	\$60,463
4153	Legal Expense	\$150,000	\$32,997
4155-4159	Personnel Administration	\$0	\$0
4191-4193	Planning and Zoning	\$274,949	\$305,092
4194	General Government Buildings	\$121,457	\$140,408
4195	Cemeteries	\$28,870	\$30,426
<i>Explanation: \$5,275 carried forward from 12/31/17</i>			
4196	Insurance	\$137,363	\$136,363
4197	Advertising and Regional Association	\$0	\$0
4199	Other General Government	\$0	\$0
General Government Subtotal		\$1,317,377	\$1,185,610
Public Safety			
4210-4214	Police	\$1,510,515	\$1,435,401
4215-4219	Ambulance	\$224,635	\$224,635
4220-4229	Fire	\$360,457	\$314,430
4240-4249	Building Inspection	\$0	\$0
4290-4298	Emergency Management	\$6,831	\$3,743
4299	Other (Including Communications)	\$29,484	\$29,484
Public Safety Subtotal		\$2,131,922	\$2,007,693
Airport/Aviation Center			
4301-4309	Airport Operations	\$0	\$0
Airport/Aviation Center Subtotal		\$0	\$0
Highways and Streets			
4311	Administration	\$0	\$0
4312	Highways and Streets	\$1,149,191	\$1,042,373
4313	Bridges	\$0	\$0
4316	Street Lighting	\$44,000	\$83,131
<i>Explanation: \$92,143 carried forward from 12/31/17 and \$50,756 carried forward to 2019</i>			
4319	Other	\$0	\$0
Highways and Streets Subtotal		\$1,193,191	\$1,125,504



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Expenditures

Account	Purpose	Voted Appropriations	Actual Expenditures
Sanitation			
4321	Administration	\$0	\$0
4323	Solid Waste Collection	\$266,450	\$251,697
4324	Solid Waste Disposal	\$0	\$0
4325	Solid Waste Cleanup	\$0	\$0
4326-4328	Sewage Collection and Disposal	\$0	\$0
4329	Other Sanitation	\$0	\$0
Sanitation Subtotal		\$266,450	\$251,697
Water Distribution and Treatment			
4331	Administration	\$0	\$0
4332	Water Services	\$0	\$0
4335-4339	Water Treatment, Conservation and Other	\$0	\$0
Water Distribution and Treatment Subtotal		\$0	\$0
Electric			
4351-4352	Administration and Generation	\$0	\$0
4353	Purchase Costs	\$0	\$0
4354	Electric Equipment Maintenance	\$0	\$0
4359	Other Electric Costs	\$0	\$0
Electric Subtotal		\$0	\$0
Health			
4411	Administration	\$3,380	\$3,230
4414	Pest Control	\$0	\$0
4415-4419	Health Agencies, Hospitals, and Other	\$21,000	\$21,000
Health Subtotal		\$24,380	\$24,230
Welfare			
4441-4442	Administration and Direct Assistance	\$88,085	\$35,119
4444	Intergovernmental Welfare Payments	\$0	\$0
4445-4449	Vendor Payments and Other	\$0	\$0
Welfare Subtotal		\$88,085	\$35,119
Culture and Recreation			
4520-4529	Parks and Recreation	\$31,073	\$25,273
4550-4559	Library	\$231,572	\$231,572
4583	Patriotic Purposes	\$200	\$200
4589	Other Culture and Recreation	\$7,053	\$5,337
Culture and Recreation Subtotal		\$269,898	\$262,382



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Expenditures

Account	Purpose	Voted Appropriations	Actual Expenditures
Conservation and Development			
4611-4612	Administration and Purchasing of Natural Resources	\$3,276	\$2,905
4619	Other Conservation	\$0	\$0
4631-4632	Redevelopment and Housing	\$0	\$0
4651-4659	Economic Development	\$355	\$0
Conservation and Development Subtotal		\$3,631	\$2,905
Debt Service			
4711	Long Term Bonds and Notes - Principal	\$571,000	\$571,000
4721	Long Term Bonds and Notes - Interest	\$191,780	\$191,780
4723	Tax Anticipation Notes - Interest	\$1	\$0
4790-4799	Other Debt Service	\$0	\$0
Debt Service Subtotal		\$762,781	\$762,780
Capital Outlay			
4901	Land	\$1,209,000	\$886,966
4902	Machinery, Vehicles, and Equipment	\$64,568	\$72,929
<i>Explanation: Includes \$9,972 encumbered from 12/31/17</i>			
4903	Buildings	\$0	\$0
4909	Improvements Other than Buildings	\$326,715	\$352,719
<i>Explanation: \$141,063 carried forward from 12/31/17</i>			
Capital Outlay Subtotal		\$1,600,283	\$1,312,614
Operating Transfers Out			
4912	To Special Revenue Fund	\$0	\$0
4913	To Capital Projects Fund	\$0	\$0
4914A	To Proprietary Fund - Airport	\$0	\$0
4914E	To Proprietary Fund - Electric	\$0	\$0
4914O	To Proprietary Fund - Other	\$0	\$0
4914S	To Proprietary Fund - Sewer	\$1,230,586	\$752,290
4914W	To Proprietary Fund - Water	\$883,904	\$576,296
4915	To Capital Reserve Fund	\$456,000	\$456,000
4916	To Expendable Trusts/Fiduciary Funds	\$10,000	\$10,000
4917	To Health Maintenance Trust Funds	\$0	\$0
4918	To Non-Expendable Trust Funds	\$0	\$0
4919	To Fiduciary Funds	\$0	\$0
Operating Transfers Out Subtotal		\$2,580,490	\$1,794,586



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Expenditures

Account	Purpose	Voted Appropriations	Actual Expenditures
Payments to Other Governments			
4931	Taxes Assessed for County	\$0	\$1,856,876
	<i>Explanation: appropriation per DRA</i>		
4932	Taxes Assessed for Village District	\$0	\$0
4933	Taxes Assessed for Local Education	\$0	\$9,596,405
	<i>Explanation: appropriation per DRA</i>		
4934	Taxes Assessed for State Education	\$0	\$1,413,491
	<i>Explanation: appropriation per DRA</i>		
4939	Payments to Other Governments	\$0	\$0
	Payments to Other Governments Subtotal		\$12,866,772
	Total Before Payments to Other Governments	\$10,238,488	\$8,765,120
	Plus Payments to Other Governments		\$12,866,772
	Plus Commitments to Other Governments from Tax Rate	\$12,866,772	
	Less Proprietary/Special Funds	\$3,314,490	\$2,207,067
	Total General Fund Expenditures	\$19,790,770	\$19,424,825



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Revenues

Account	Source of Revenues	Estimated Revenues	Actual Revenues
Taxes			
3110	Property Taxes	\$0	\$17,177,409
<i>Explanation: per tax rate papers, net tax commitment is \$17,196,582</i>			
3120	Land Use Change Tax - General Fund	\$0	\$0
3121	Land Use Change Taxes (Conservation)	\$0	\$0
3180	Resident Tax	\$0	\$0
3185	Yield Tax	\$5,594	\$7,400
3186	Payment in Lieu of Taxes	\$42,953	\$42,953
3187	Excavation Tax	\$14,690	\$14,691
3189	Other Taxes	\$0	\$0
3190	Interest and Penalties on Delinquent Taxes	\$89,000	\$94,844
9991	Inventory Penalties	\$0	\$0
Taxes Subtotal		\$152,237	\$17,337,297
Licenses, Permits, and Fees			
3210	Business Licenses and Permits	\$1,000	\$3,092
3220	Motor Vehicle Permit Fees	\$1,250,000	\$1,521,207
3230	Building Permits	\$20,000	\$33,608
3290	Other Licenses, Permits, and Fees	\$28,110	\$45,676
3311-3319	From Federal Government	\$0	\$22,503
<i>Explanation: Revenues are unanticipated FEMA grants accepted under RSA 31:95b</i>			
Licenses, Permits, and Fees Subtotal		\$1,299,110	\$1,626,086
State Sources			
3351	Shared Revenues	\$0	\$0
3352	Meals and Rooms Tax Distribution	\$363,293	\$363,293
3353	Highway Block Grant	\$167,923	\$167,828
3354	Water Pollution Grant	\$0	\$0
3355	Housing and Community Development	\$0	\$0
3356	State and Federal Forest Land Reimbursement	\$0	\$0
3357	Flood Control Reimbursement	\$0	\$0
3359	Other (Including Railroad Tax)	\$1,000	\$6,320
3379	From Other Governments	\$0	\$0
State Sources Subtotal		\$532,216	\$537,441
Charges for Services			
3401-3406	Income from Departments	\$131,051	\$194,865
3409	Other Charges	\$0	\$0
Charges for Services Subtotal		\$131,051	\$194,865

Revenues

Account	Source of Revenues	Estimated Revenues	Actual Revenues
Miscellaneous Revenues			
3501	Sale of Municipal Property	\$10,000	\$9,410
3502	Interest on Investments	\$30,000	\$70,146
3503-3509	Other	\$25,000	\$31,910
Miscellaneous Revenues Subtotal		\$65,000	\$111,466
Interfund Operating Transfers In			
3912	From Special Revenue Funds	\$0	\$3,967
3913	From Capital Projects Funds	\$0	\$0
3914A	From Enterprise Funds: Airport (Offset)	\$0	\$0
3914E	From Enterprise Funds: Electric (Offset)	\$0	\$0
3914O	From Enterprise Funds: Other (Offset)	\$0	\$0
3914S	From Enterprise Funds: Sewer (Offset)	\$1,230,586	\$1,165,793
3914W	From Enterprise Funds: Water (Offset)	\$883,904	\$862,983
3915	From Capital Reserve Funds	\$64,568	\$62,957
3916	From Trust and Fiduciary Funds	\$9,000	\$10,825
3917	From Conservation Funds	\$0	\$0
Interfund Operating Transfers In Subtotal		\$2,188,058	\$2,106,525
Other Financing Sources			
3934	Proceeds from Long Term Bonds and Notes	\$1,200,000	\$900,000
Other Financing Sources Subtotal		\$1,200,000	\$900,000
Less Proprietary/Special Funds		\$3,314,490	\$2,932,686
Plus Property Tax Commitment from Tax Rate		\$17,348,082	
Total General Fund Revenues		\$19,601,264	\$19,880,994



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Balance Sheet

Account	Description	Starting Balance	Ending Balance
Current Assets			
1010	Cash and Equivalents	\$12,317,923	\$10,041,277
1030	Investments	\$0	\$0
1080	Tax Receivable	\$577,011	\$498,332
1110	Tax Liens Receivable	\$201,798	\$231,450
<i>Explanation: Amount is net of \$70,780 allowance</i>			
1150	Accounts Receivable	\$6,245	\$5,330
1260	Due from Other Governments	\$0	\$1,008
1310	Due from Other Funds	\$1,099	\$375,468
1400	Other Current Assets	\$261	\$8,430
1670	Tax Deeded Property (Subject to Resale)	\$0	\$0
Current Assets Subtotal		\$13,104,337	\$11,161,295
Current Liabilities			
2020	Warrants and Accounts Payable	\$66,254	\$65,084
2030	Compensated Absences Payable	\$155,441	\$161,137
2050	Contracts Payable	\$0	\$0
2070	Due to Other Governments	\$3,291	\$2,977
2075	Due to School Districts	\$6,131,372	\$3,759,896
2080	Due to Other Funds	\$894,016	\$885,778
2220	Deferred Revenue	\$23,720	\$0
2230	Notes Payable - Current	\$0	\$0
2270	Other Payable	\$1,536	\$1,547
Current Liabilities Subtotal		\$7,275,630	\$4,876,419
Fund Equity			
2440	Non-spendable Fund Balance	\$261	\$8,430
2450	Restricted Fund Balance	\$155,998	\$11,816
2460	Committed Fund Balance	\$335,000	\$380,000
2490	Assigned Fund Balance	\$268,047	\$249,905
2530	Unassigned Fund Balance	\$5,069,401	\$5,634,725
Fund Equity Subtotal		\$5,828,707	\$6,284,876



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Tax Commitment

Source	County	Village	Local Education	State Education	Other	Property Tax
MS-535	\$1,856,876	\$0	\$9,596,405	\$1,413,491	\$0	\$17,177,409
Commitment	\$1,856,876	\$0	\$9,596,405	\$1,413,491		\$17,348,082
Difference	\$0	\$0	\$0	\$0		(\$170,673)

General Fund Balance Sheet Reconciliation

Total Revenues	\$19,880,994
Total Expenditures	\$19,424,825
Change	\$456,169
Ending Fund Equity	\$6,284,876
Beginning Fund Equity	\$5,828,707
Change	\$456,169



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Long Term Debt

Description (Purpose)	Original Obligation	Annual Installment	Rate	Final Payment	Start of Year	Issued	Retired	End of Year
Roads Bond (General)	\$900,000	\$300,000	2.45	2021	\$0	\$900,000	\$0	\$900,000
Roadway Improvements (General)	\$832,000	\$282,000	5.10	2018	\$270,000	\$0	\$270,000	\$0
Safety Complex (General)	\$2,560,000	\$100,000	3.25-4.60	2023	\$600,000	\$0	\$100,000	\$500,000
Tax Increment Financing District (TIF)	\$3,001,000	\$200,000	5.10	2032	\$3,001,000	\$0	\$201,000	\$2,800,000
Water Line Construction (Water)	\$450,000	\$54,672	4.00	2021	\$170,625	\$0	\$48,717	\$121,908
Water Mortgage (Water)	\$216,000	\$15,698	4.00	2019	\$136,736	\$0	\$10,415	\$126,321
Water Pembroke Hill (Water)	\$250,000	\$29,385	3.30	2025	\$193,143	\$0	\$23,360	\$169,783
Water Pollution Control State Revolving Loan (Sewer)	\$799,022	\$58,850	2.00	2027	\$0	\$799,022	\$318,674	\$480,348
	\$9,008,022				\$4,371,504	\$1,699,022	\$972,166	\$5,098,360

- F. In order to accurately reflect and keep track of time, each employee earning either overtime or compensatory time must note on a separate sheet the day the overtime or compensatory time occurred, the purpose, and the duration. Each payroll week, the employee will submit to their department head a spreadsheet listing the day, time and reason as well as a running tally of time earned and time used. If the employee chooses to use compensatory time, they will fill out a leave slip designating the time used.

3.8 BREAKS AND MEAL PERIODS

Two 10 minute break periods will be allotted to the employee. One 10 minute break will be in the morning and the other in the afternoon. Break times should be coordinated so that there is office coverage. Employees on paid break must stay on Town property. Unpaid meal periods should be no longer than 30 minutes and must be scheduled with your department in order to provide office coverage. The employee can leave Town property for lunch if they choose. Lunch breaks must be reflected on your timesheet or time card. Break or lunch time shall not be used to make up for tardiness nor is it allowed to be used to leave early or combined together. Individuals wishing to use the internet along with their personal devices may do so during their lunch and break time only. Cell phone usage and smoking breaks are to be done on lunch and break time only.

SECTION IV. TIME AWAY FROM WORK AND OTHER LEAVE BENEFITS

4.1 HOLIDAYS

Full-time and regular part-time employees are entitled to the paid holidays listed below, provided that the employee normally works on that day and provided that the employee works his or her assigned day preceding and following the holiday. For hourly employees, holiday pay will be paid at the straight time hourly rate and will be pro-rated for employees that regularly work fewer than eight (8) hours on that day. Part time, call firefighters and Temporary employees are not entitled to paid holidays.

Holidays are observed on the dates specified by the laws of the State of New Hampshire. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

Employees who are absent for unauthorized reasons on a day directly preceding or directly following the holiday shall forfeit pay for the holiday. In addition any employee on a leave of absence, or who has been suspended without pay shall forfeit their holiday pay if it coincides with the leave or suspension

If a non-exempt employee works on a scheduled holiday as part of their regular work schedule, they shall be paid their normal hourly rate for time worked plus eight hours holiday pay at their normal hourly rate. If a non-exempt employee is required to work an

unscheduled holiday they shall be paid 1 1/2 times their normal hourly rate for time worked on the holiday plus eight hours holiday pay at their normal hourly rate.

All nonexempt permanent and probationary police officers shall be compensated for holidays in the following manner:

(1) If the employee works on a scheduled holiday as part of their regular work schedule, they shall be paid their normal hourly rate for time worked plus eight hours' holiday pay at their normal rate of pay.

(2) If a holiday falls on a regularly scheduled day off, the affected employee shall be paid at their normal hourly rate for the day in addition to their regular weekly pay.

(3) Emergency Personnel – If the employee is scheduled to work on a scheduled holiday as part of their regular work schedule and they request that day off, and if approved by their supervisor, and the employee uses their accrued time, they shall be paid their normal hourly rate for the day taken plus eight hours holiday pay at their normal rate of pay.

Holidays:

New Year's Day
Martin Luther King Day/Civil Rights Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Thanksgiving (Day after)
Christmas Day

4.2 VACATION

Vacation is a time for you to rest, relax, and pursue special interests. The Town provides paid vacation as one of the many ways in which we show our appreciation for your hard work and continued service.

Full-time and regular part-time employees are eligible for paid vacation. Part time, Call firefighters and Temporary employees are not entitled to paid vacation time.

Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's most recent hire date.

PEMBROKE CEMETERY ORDINANCES

CHAPTER 155 CEMETERIES

This revised chapter was adopted by the Town of Pembroke on _____.

ARTICLE I Purpose (§155-1) [new article]

§155-1 This chapter establishes rules for the governance and general maintenance of Pembroke's public cemeteries, for the sale and recording of burial lot licenses, and for the design and use of cemetery lots or burial spaces. (NH RSA 289:7(a)) This chapter uses the term "cemetery lot" or "lot" as synonymous with the term "burial space" as defined in NH RSA 289:1.

ARTICLE II Cemetery Trustees, Cemetery Commission, and Superintendent of Cemeteries (§155-2—155-6) [former ARTICLE I]

§155-2 Responsibility for oversight.

The Pembroke Board of Selectmen serve as Cemetery Trustees for the Town of Pembroke under the provisions of NH RSA 289:6 II-a. The Pembroke Cemetery Commission is appointed by the Board of Selectmen and is responsible to the Board of Selectmen for the oversight of all Pembroke cemeteries, including (but not limited to) cemetery regulations, maintenance, improvements, expansion, budgets, and records.

§155-3 [former §155-1] Membership.

The Pembroke Cemetery Commission consists of five (5) members who are appointed by and serve at the pleasure of the Selectmen of the Town of Pembroke.

§155-4 [former §155-5] Public Works Director to act as Superintendent.

The director of the Pembroke Public Works Department, or his/her designee, is the Superintendent of Cemeteries. (NH RSA 289:7 II.)

§155-5 [former §155-3] Sale, maintenance, and care of lots or burial spaces.

The Superintendent of Cemeteries is responsible to the Selectmen for the sale of burial lot licenses in the public cemeteries of Pembroke, for the care and maintenance of said cemeteries, and for the enforcement of all cemetery regulations. (NH RSA 289:7 II.)

§155-6 [former §155-4] Superintendent to be ex officio member of the Commission.

The Superintendent, or his/her designated representative, shall be an ex officio member of the Commission and shall cooperate with the Commission by providing timely reports and recommendations.

ARTICLE III General Regulations (§155-7—§155-19)

§155-7 Sale of Burial Lot Licenses. [new section]

Burial lot licenses shall be sold only to residents, former residents, immediate family members, or property owners of the Town of Pembroke. Title to the lot or burial space shall remain vested in the Town of Pembroke. The sale of burial lot licenses by the Town of Pembroke is not a conveyance of real estate nor does it confer any rights to sell or transfer the designated lot or burial space except to re-sell the lot to the Town of Pembroke at the original purchase price if the lot is not utilized for burial. (NH RSA 289:18 III) A burial lot license conveys to the grantee and to his/her heirs, administrators, executors and assigns forever the right to designate who may be interred in said lot(s) or burial spaces and to have and to hold the use and occupancy of the premises for the sole purpose of a place of burial for the dead in accordance with the laws of the State of New Hampshire and the ordinances of the Town of Pembroke pertaining to cemeteries and the use thereof, as the same may be amended from time to time. No animal remains may be buried in public cemeteries with the exception of pet ashes included with a human interment.

§155-8 [former §155-10] Records of sale of Burial Lot Licenses.

A record of the sale of burial lot licenses shall be placed on file in the Town Public Works Office. The record shall include the name of the buyer, the name of the cemetery, the row and lot numbers, and the size of the lot or burial space. Upon payment of the purchase price, the buyer shall receive a burial lot license and a copy of the town cemetery regulations. The cost for all lots shall be set by the Board of Selectmen in consultation with the Cemetery Commission. (NH RSA 289:5)

§155-9 [former §155-19] Grave openings.

Grave openings shall be supervised by the Superintendent. The cost for grave openings shall be set by the Board of Selectmen in consultation with the Cemetery Commission.

§155-10 [former §155-20] Changes to costs.

All costs referred to herein are subject to change upon recommendation of the Commission and approval of the Selectmen.

§155-11 Notice of funerals.

Funeral directors shall give notice of funerals twenty-four (24) hours in advance except in deaths from contagion. The time of the funeral shall be so arranged that the graves can be filled before dark.

§155-12 Burials on Sundays or holidays.

No burial shall be held on Sundays or holidays except in case of emergency.

§155-13 Winter burials. [new section]

Permission for interments during the winter months may be requested from the Superintendent of Cemeteries. Approval shall be subject to weather conditions, the ability to locate and open graves, and the availability of personnel and equipment to perform the burial in such a way as to leave the site in proper condition. A separate fee schedule shall apply to winter burials.

§155-14 Green burials **[new section]**

Non-cremated interments shall be enclosed in a concrete cemetery vault with a cover. Upon request, the vault may be installed upside down, without a cover.

§155-15 **[former §155-18]** Multiple burials.

Burials resulting from cremations are authorized in multiples in a standard one-person lot or burial space if desired by the owner of a burial lot license. Cremations require a two-foot-by-two-foot excavation and may be interred directly on top of an existing vault or in a lot purchased for this purpose. No more than six cremation burials may be interred in a standard one-person burial space.

§155-16 **[former §155-14]** Conformity of lot maintenance.

Care of and work on lots by owners shall conform to the general maintenance and appearance of adjacent lots and of the cemetery.

§155-17 **[former §155-15]** Vehicle and access restrictions.

Public cemeteries are closed from dusk until dawn. Vehicles of any kind are prohibited in all public cemeteries during the frost period and after heavy rains. Determination of access shall be at the discretion of the Superintendent.

§155-18 **[former §155-16]** Plants and decorations.

Temporary or permanent plants or decorations which are unsightly or impede the maintenance of the cemetery are not allowed. Authorized decorations may occupy a space of not more than twelve (12) inches in front of the monument and no more than the width of the monument. Winter decorations (wreaths, etc.) shall be removed before April 1 **[this was formerly a separate §155-17 and required removal “before June 15.”]** Placement of permanent decorations (urns, etc.) is subject to the approval of the Superintendent.

§155-19 Nonpermanent decorations or mementoes. **[new section]**

Memorial items such as small statues, coins, toys, small stones, or other keepsakes may be placed on top of headstones or monuments or within stone, plastic, or concrete planters placed adjacent to the monument. Other items that may impede maintenance or diminish the general appearance of the cemetery are prohibited. The Superintendent of Cemeteries is authorized to remove nonconforming items from any lot after an attempt has been made to request the owner to remove the items.

ARTICLE IV Monuments, Headstones, and Lot Corner Markers (§155-20—§155-26) [former ARTICLE II]

§155-20 Lot Corner Markers. [new section]

At their own expense, lot owners shall mark the corners of their lots or burial spaces with granite corner bounds, each set flush with grade level and bearing an initial that identifies the lot or burial space.

§155-21 Ownership of monuments. [new section]

Monuments, headstones, and corner markers placed in public cemeteries remain the property of the individual, family, or descendants.

§155-22 [former §155-9] Foundations or footings. [formerly titled “Base of monuments”]

Monuments and benches shall rest on concrete footings deep enough to be a substantial foundation relative to the size of the monument. The top of the footing shall be at least two (2) inches below grade.

§155-23 [former §155-6] Size of monuments.

For single lots, the total width of standing monuments shall not exceed the width of the lot. The monument base, if any, shall not project more than six (6) inches beyond the monument on any side. For adjacent multiple lots, the total width of the monument shall not exceed the combined width of the lots.

§155-24 [former §155-7] Size of flat headstones. [formerly titled “Size of headstones”]

The width of flat headstones set at grade shall not exceed the width of the lot. Where a nonconforming type of flat headstone is now on a lot, another of the same type may be used on an adjoining lot owned by the same family.

§155-25 Benches.

Permanent benches may be used in lieu of headstones. Benches shall be made of granite or other stone. One bench or one headstone may be used on a single lot.

Bench size: The top shall be no more than four (4) feet long and fourteen (14) inches wide, with an appropriate base or feet supplied by the fabricator.

§155-26 [former §155-8] Curbing, steps and platforms.

Curbing, steps or platforms are not allowed on new lots with the exception of corner markers, which shall be flush with the grade of the lot. Existing curbing, steps, platforms, fences, or other architectural features are permitted.

The licensee shall maintain existing curbing, steps, platforms, fences, corner markers, or other architectural features to correct frost or weather damage or displacement and to maintain a good general appearance.

Article V Additional Administration [reserved]

Or omit this article until needed.

July 2019

Thank you!

For the honor of receiving
the Boston Come.

My phone has bingy. I've
heard from friends that could
not believe I was still alive.
Sometimes I can't believe it too.

Guess he doesn't want me yet,
maybe my work here isn't done
yet or he may feel I'd make
trouble. Guess I'll just have
to wait and see.

Sue

...AND GOD MADE
BLESSINGS GROW!

Thank You So Much

For a wonderful day
and Honor.

Sue. Saltmarsh

David Jodoin

From: Perry, Warren M NFG NG NHARNG (USA) <warren.m.perry.nfg@mail.mil>
Sent: Monday, July 29, 2019 12:43 PM
To: David Jodoin
Subject: RE: [Non-DoD Source] FW: Facility Usage regs

Thanks David

I am in control of the process now. I will oversee the process. If you get any pushback on requests, please reach out to me directly

Warren

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

From: David Jodoin [mailto:djodoin@pembroke-nh.com]
Sent: Monday, July 29, 2019 12:04 PM
To: Perry, Warren M NFG NG NHARNG (USA) <warren.m.perry.nfg@mail.mil>
Subject: [Non-DoD Source] FW: Facility Usage regs

Please see below. It appears that the Town requested use of the facilities on Saturday October 28 2017 for a Planning workshop with residents to discuss the Master plan for the community. The Master plan is a document that Town's prepare showing what they would like to see the community be.
Where should commercial be, etc

We were denied and instead met at the Pembroke Hill School

David

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

From: Richard Bean [mailto:RichardBean@comcast.net]
Sent: Sunday, July 28, 2019 4:11 PM
To: 'David Jodoin' <djodoin@pembroke-nh.com>; 'Ann Bond ' <anbond007@me.com>; 'Michael Crockwell' <Michael.Crockwell@gmail.com>; 'Sandy Goulet ' <sandychogan@gmail.com>; 'Tina Courtemanche' <JMCourtemanche2@gmail.com>
Cc: 'Brian Seaworth ' <mrgr@yahoo.com>
Subject: RE: Facility Usage regs

Yes... It was for the Master Plan informational Q&A hearing.
They denied us and we went to the Hill School. I was there with Mike Tardiff, Stephanie Alexander & company.

Richard Bean
243 Alexander Drive
Pembroke, NH 03275-1356
603.224.3622 (Home)
603.496.0369 (Cell)
RichardBean@Comcast.net

Success has a simple formula: do your best, and people may like it.

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

From: David Jodoin <djodoin@pembroke-nh.com>

Sent: Sunday, July 28, 2019 3:23 PM

To: Ann Bond <anbond007@me.com>; Michael Crockwell <Michael.Crockwell@gmail.com>; Richard Bean <richardbean@comcast.net>; Sandy Goulet <sandychogan@gmail.com>; Tina Courtemanche <JMCourtemanche2@gmail.com>

Cc: Brian Seaworth <mrgr@yahoo.com>

Subject: FW: Facility Usage regs

Can anyone come up with instances. I seem to recall when the Master Plan was going we tried to get the facility and ended up at Hill School.

Thanks

David

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

From: Perry, Warren M NFG NG NHARNG (USA) [mailto:warren.m.perry.nfg@mail.mil]

Sent: Monday, July 22, 2019 9:17 AM

To: David Jodoin <djodoin@pembroke-nh.com>

Subject: Re: Facility Usage regs

David,

I did some initial checking around into the issues with the town of Pembroke being denied usage of our training facility. Is there any way you can send me a couple of examples and year/month any requests were denied? I want to make sure we have adjusted our processes

Warren

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

From: David Jodoin [mailto:djodoin@pembroke-nh.com]

Sent: Wednesday, July 17, 2019 10:58 PM

To: Perry, Warren M NFG NG NHARNG (USA) <warren.m.perry.nfg@mail.mil>

Cc: Champa, Helen L NFG NG NHARNG (US) <helen.l.champa.nfg@mail.mil>

Subject: [Non-DoD Source] Re: Facility Usage regs

Thanks same here

Sent from my iPhone

> On Jul 17, 2019, at 5:20 PM, Perry, Warren M NFG NG NHARNG (USA) <warren.m.perry.nfg@mail.mil> wrote:

>

> Helen

>

> Can you send the facility usage regs to the Pembroke Town Manager

> David

Jodoin. Specifically the ones about the ECTC

>

> David - It was great speaking with you this afternoon

>

> Warren

>

> Warren M. Perry

> Deputy Adjutant General

>

> State of New Hampshire

> The Adjutant General's Department

> 4 Pembroke Road

> Concord, NH 03301

>

> (603) 225-1302 Office

> (603) 717-6284 Cell

>

>



Loudon Fire Department

55 South Village Road - STE 5

Loudon, NH 03307

Telephone (603) 798-5612

Fax (603) 798-5628

Chief Tom Blanchette



Date: July 24, 2019

To: Chief Howard Paulson Pembroke Fire Department

From: Chief Tom Blanchette

Re: Thank You

RECEIVED
JUL 29 2019
TOWN OF
PEMBROKE, NH

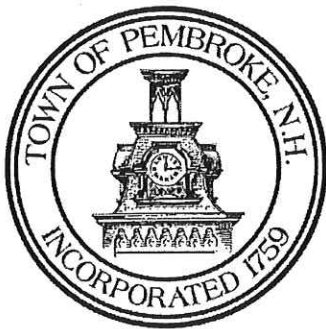
Dear Chief Paulson & Members of the Pembroke Fire Department I wish to extend a sincere "THANK YOU" for all of your assistance provided to our department on July 21, 2019 during the Foxwoods Resort 301 NASCAR event conducted at New Hampshire Motor Speedway. Obviously when our town turns into the second largest city in the state for one day we simply do not have enough resources to handle it alone. If it wasn't for the strong teamwork garnered through the Capitol Area Mutual Aid Compact it would be an impossible task to manage. This year many records were broken due to the extreme heat and the system was on the brink of needing to activate our MCI run cards. We were able to avoid that by the units we had in place and only needing to move up Belmont Fire Department with an ambulance and one engine company from Concord Fire Department and only for about two hours. We sincerely appreciate the efforts of your Team and look forward to strengthening our current relationship moving forward. If we can ever be of assistance please do not hesitate to contact us at any time.

Thank You

Chief Tom Blanchette

Cc: Loudon Board of Selectmen

Pembroke Board of Selectmen



Town of Pembroke
Department of Public Works

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

July 16, 2019

Raymond Medici
Brenda Lun
307 Pembroke Street
Pembroke, NH 02375

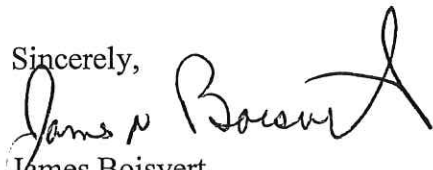
Re: Map 565, Lot 257-1
Hedges

Dear Mr. Medici and Ms. Lun,

It has been brought to my attention that hedges in front of your property are interfering with people walking on the sidewalk. The branches and poison ivy pose a safety issue as people are walking into the hedge branches and on the poison ivy.

This is not considered a Public Works Department responsibility. I would appreciate it if you could call me at 603-848-4423 to discuss what should be done about pruning hedge branches and removing the poison ivy. I am usually available 24/7 but will be out of the office from July 26 through August 4th. If you cannot reach me, please call the Public Works office at 603-485-4422 and talk to VJ. I will explain to him what is happening and he can go to your property to explain what needs to be done. Thank you for your attention to this matter.

Sincerely,


James Boisvert
Public Works Director

cc: David Jodoin, Town Administrator



Town of Pembroke
Department of Public Works

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

July 16, 2019

Kathleen A. Pierpont
94 Glass Street
Pembroke, NH 02375

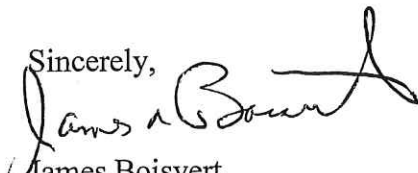
Re: Map VE, Lot 114
Hedges

Dear Ms. Pierpont

It has been brought to my attention that hedges in front of your property are interfering with people walking on the sidewalk. The branches pose a safety issue as people are walking into the hedge branches. This situation also interferes with sidewalk maintenance in the winter.

This is not considered a Public Works Department responsibility. I would appreciate it if you could call me at 603-848-4423 to discuss what should be done about pruning hedge branches. I am usually available 24/7 but will be out of the office from July 26th through August 4th. If you cannot reach me, please call the Public Works office at 603-485-4422 and talk to VJ. I will explain to him what is happening and he can go to your property to explain what needs to be done. Thank you for your attention to this matter.

Sincerely,


James Boisvert
Public Works Director

cc: David Jodoin, Town Administrator



Town of Pembroke
Department of Public Works

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

July 16, 2019

Martin and Mary Priolo
287 Pembroke Street
Pembroke, NH 02375

Re: Map 264, Lot 12
Hedges

Dear Mr. & Mrs. Priolo

It has been brought to my attention that hedges in front of your property are interfering with people walking on the sidewalk. The branches pose a safety issue as people are walking into the hedge branches.

This is not considered a Public Works Department responsibility. I would appreciate it if you could call me at 603-848-4423 to discuss what should be done about pruning hedge branches. I am usually available 24/7 but will be out of the office from July 26 through August 4th. If you cannot reach me, please call the Public Works office at 603-485-4422 and talk to VJ. I will explain to him what is happening and he can go to your property to explain what needs to be done. Thank you for your attention to this matter.

Sincerely,

James Boisvert
Public Works Director

cc: David Jodoin, Town Administrator



RECEIVED
JUL 18 2019
TOWN OF
PEMBROKE, NH

DONNA M. SOUCY
PRESIDENT OF THE SENATE

THE GENERAL COURT
OF
NEW HAMPSHIRE
CONCORD 03301

STEPHEN J. SHURTLEFF
SPEAKER OF THE HOUSE

Dear Selectboard members,

As the Legislature and Governor continue to negotiate the state budget, we understand that cities and towns are left waiting and wondering about the impact they will face. Throughout the budget process, the House and Senate have prioritized municipal aid and increased education funding, and we will continue to do so as we work with Governor Sununu to develop a budget that works for all New Hampshire communities, families, and businesses.

Our cities and towns are facing many crises including the opioid epidemic, mental health and education funding. In recent years, resources from the state to the municipalities have been diminished, leaving property taxpayers in your cities and towns responsible for picking up the tab. We know that continued downshifting is unsustainable. The budget passed by the committee of conference looks to reverse that trend and provide much needed relief to municipalities. This budget sends over \$200 million more to communities in education funding and municipal aid than the previous biennium.

We are grateful for the work you do as leaders in your community and believe it is important for you receive the full story on the budget.

First, it is important for you to know that the budget the Legislature delivered is structurally sound. Our budget takes advantage of a surplus and uses it to fund about \$110 million in one-time capital expenses. Our budget still adds money to New Hampshire's rainy-day fund at the end of the biennium, leaving it at the highest level in state history.

Second, because this budget has not been signed into law, school districts will see another 4% reduction in education funding on September 1st and will not see the \$40 million in municipal grants the House and Senate provided in our budget. The status quo will lead to downshifting of costs to cities and towns and we understand that the status quo is no longer acceptable.

Third, while Governor Sununu claims we can fund everything in our budget and address all of New Hampshire's needs without the additional corporate tax breaks he vetoed this budget over, that's simply not true. If we move forward with another round of tax breaks, the state will be left with a \$90 million revenue gap. Those funds are critical to building this budget which provides municipal aid, increases education funding, and addresses critical crises like the opioid epidemic, mental health crisis, and child protection crisis. These programs will benefit all taxpayers, including homeowners and businesses in your municipality.

Before we passed our final budget, the Legislature addressed many of the governor's concerns and sought to find meaningful compromise because we know delivering a budget that works for New Hampshire is bigger than any individual priority. Governor Sununu said he would veto a budget that closes the capital gains loophole to fund education. We took that out. Governor Sununu said he would veto a budget because he opposes paid family and medical leave insurance. We took that out, too. Now the Governor needs to be come to the negotiating table willing to compromise, for the good of New Hampshire.

Overall, the Legislature passed a budget that deals head-on with the many crises facing the state and helps expand economic opportunity for everyone, without implementing any new taxes. This budget was the product of input from agencies, stakeholders, citizens, and municipalities. And it was put together through hundreds of hours of work, collaboration, and compromise. It truly is a budget that works for everyone. We remain committed to working with the Governor toward a timely resolution.

Again, we appreciate the opportunity to present the full story on the budget. More importantly, we appreciate your hard work and dedication to New Hampshire and its citizens.

Sincerely,

A handwritten signature in cursive script that reads "Donna Soucy".

Donna M. Soucy, Senate President

A handwritten signature in cursive script that reads "Stephen J. Shurtleff".

Stephen Shurtleff, Speaker of the House



JOINT PRESS RELEASE

July 18, 2019

Contact Name: Sara Persechino, Michael O'Brien

Phone: (603) 271-3479, (603) 271-0515

Email: Sara.Persechino@leg.state.nh.us, mike.b.obrien@leg.state.nh.us

NH House & Senate Schedule Public Hearings on the Impact of the Continuing Resolution

CONCORD—Today, the New Hampshire House and Senate Finance Committees announced the formation of the House & Senate Finance Joint Ad Hoc Committee on the Budget and a schedule for summer hearings about the impact of the continuing resolution.

Senate President Donna Soucy (D-Manchester) and Speaker of the House Steve Shurtleff (D-Concord) released the following statement about the scheduled hearings:

“As the Legislature and Governor Sununu continue ongoing budget negotiations, it is important that the people of New Hampshire have an opportunity to weigh in as well. This series of public hearings will give Granite Staters and state agencies a voice in the process and an opportunity to share the impacts they are facing during this continuing resolution, particularly in the areas of health and human services and education funding.”

State House Budget Hearings:

State House Public Hearing on the Effects of the Continuing Resolution on HHS

DATE: Thursday, August 1, 2019

TIME: 10:00 a.m.

LOCATION: House Finance, Room 210-211 Legislative Office Building, 33 N State Street, Concord, NH 03301

STREAMING: This public hearing will be live streamed on the [General Court website](#)

State House Public Hearing on the Effects of the Continuing Resolution on Departments and Agencies Other Than HHS and Education

DATE: Tuesday, August 13, 2019

TIME: 10:00 a.m.

LOCATION: House Finance, Room 210-211 Legislative Office Building, 33 N State Street, Concord, NH 03301

STREAMING: This public hearing will be live streamed on the [General Court website](#)

State House Public Hearing on Effects of the Continuing Resolution on Education

DATE: Thursday, August 29, 2019

TIME: 10:00 a.m.

LOCATION: House Finance, Room 210-211 Legislative Office Building, 33 N State Street, Concord, NH 03301

STREAMING: This public hearing will be live streamed on the [General Court website](#)

###

Dear Selectboard members,

As the Legislature and Governor continue to negotiate the state budget, we understand that cities and towns are left waiting and wondering about the impact they will face. Throughout the budget process, the House and Senate have prioritized municipal aid and increased education funding, and we will continue to do so as we work with Governor Sununu to develop a budget that works for all New Hampshire communities, families, and businesses.

Our cities and towns are facing many crises including the opioid epidemic, mental health, and education funding. In recent years, resources from the state to the municipalities have been diminished, leaving property taxpayers in your cities and towns responsible for picking up the tab. We know that continued downshifting is unsustainable. The budget passed by the committee of conference looks to reverse that trend and provide much needed relief to municipalities. This budget sends over \$200 million more to communities in education funding and municipal aid than the previous biennium.

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insurance. We took that out, too. We expect the governor to come to the negotiating table willing to compromise, for the good of New Hampshire.

Overall, the Legislature passed a budget that deals head-on with the many crises facing the state and helps expand economic opportunity for everyone, without implementing any new taxes. This budget was the product of input from agencies, stakeholders, citizens, and municipalities. And it was put together through hundreds of hours of work, collaboration, and compromise. It truly is a budget that works for everyone. We remain committed to working with the Governor toward a timely resolution.

Again, we appreciate the opportunity to present the full story on the budget. More importantly, we appreciate your hard work and dedication to New Hampshire and its citizens.

Sincerely,

A handwritten signature in black ink that reads "Donna Soucy". The script is fluid and cursive, with the first name "Donna" being more prominent than the last name "Soucy".

Donna M. Soucy, Senate President

A handwritten signature in black ink that reads "Stephen J. Shurtleff". The signature is written in a cursive style, with the first name "Stephen" and the last name "Shurtleff" being clearly legible.

Stephen Shurtleff, Speaker of the House

TOWN/CITY	Committee of Conference Municipal Aid Proposal	Committee of Conference Proposal for Education Funding vs Current Law	Committee of Conference Proposal of Municipal Aid and Education funding Combined
STATE TOTAL	\$40,000,000.00	\$138,077,235.00	\$178,077,235.00
Acworth	\$43,206.00	\$144,050.00	\$187,256.00
Albany	\$32,607.00	\$140,377.00	\$172,984.00
Alexandria	\$53,966.00	\$160,746.00	\$214,712.00
Allenstown	\$169,344.00	\$1,494,073.00	\$1,663,417.00
Alstead	\$66,641.00	\$403,424.00	\$470,065.00
Alton	\$127,542.00	-\$80,420.00	\$47,122.00
Amherst	\$146,398.00	\$209,418.00	\$355,816.00
Andover	\$64,150.00	\$167,110.00	\$231,260.00
Antrim	\$92,027.00	\$708,716.00	\$800,743.00
Ashland	\$67,106.00	\$197,385.00	\$264,491.00
Atkinson	\$60,175.00	\$0.00	\$60,175.00
Auburn	\$85,177.00	\$120,594.00	\$205,771.00
Barnstead	\$173,923.00	\$802,482.00	\$976,405.00
Barrington	\$184,199.00	\$1,056,861.00	\$1,241,060.00
Bartlett	\$58,136.00	-\$54,194.00	\$3,942.00
Bath	\$23,497.00	\$187,371.00	\$210,868.00
Bedford	\$371,352.00	\$316,888.00	\$688,240.00
Belmont	\$319,069.00	\$1,432,204.00	\$1,751,273.00
Bennington	\$52,632.00	\$475,209.00	\$527,841.00
Benton	\$6,076.00	\$23,355.00	\$29,431.00
Berlin	\$477,092.00	\$4,269,537.00	\$4,746,629.00
Bethlehem	\$64,132.00	\$256,508.00	\$320,640.00
Boscawen	\$138,894.00	\$1,104,187.00	\$1,243,081.00
Bow	\$128,559.00	\$891,677.00	\$1,020,236.00
Bradford	\$44,667.00	\$107,833.00	\$152,500.00
Brentwood	\$66,360.00	\$412,323.00	\$478,683.00
Bridgewater	\$20,056.00	-\$11,220.00	\$8,836.00
Bristol	\$117,412.00	\$223,709.00	\$341,121.00
Brookfield	\$20,179.00	\$41,814.00	\$61,993.00
Brookline	\$99,210.00	\$1,545,507.00	\$1,644,717.00
Campton	\$110,177.00	\$335,979.00	\$446,156.00
Canaan	\$141,479.00	\$706,197.00	\$847,676.00
Candia	\$83,280.00	\$63,660.00	\$146,940.00
Canterbury	\$40,376.00	\$51,918.00	\$92,294.00
Carroll	\$18,380.00	-\$7,282.00	\$11,098.00
Center Harbor	\$21,172.00	-\$13,486.00	\$7,686.00
Charlestown	\$203,594.00	\$2,048,697.00	\$2,252,291.00
Chatham	\$2,185.00	\$9,124.00	\$11,309.00
Chester	\$67,134.00	\$535,667.00	\$602,801.00
Chesterfield	\$71,687.00	\$121,608.00	\$193,295.00
Chichester	\$49,709.00	\$85,140.00	\$134,849.00
Claremont	\$666,971.00	\$5,589,444.00	\$6,256,415.00
Clarksville	\$9,748.00	\$28,871.00	\$38,619.00
Colebrook	\$84,616.00	\$635,353.00	\$719,969.00
Columbia	\$25,617.00	\$87,183.00	\$112,800.00
Concord	\$1,331,556.00	\$2,229,182.00	\$3,560,738.00
Conway	\$380,051.00	\$639,557.00	\$1,019,608.00
Cornish	\$18,662.00	\$171,486.00	\$190,148.00
Croydon	\$19,993.00	\$77,000.00	\$96,993.00
Dalton	\$43,269.00	\$241,274.00	\$284,543.00

TOWN/CITY	Committee of Conference Municipal Aid Proposal	Committee of Conference Proposal for Education Funding vs Current Law	Committee of Conference Proposal of Municipal Aid and Education funding Combined
STATE TOTAL	\$40,000,000.00	\$138,077,235.00	\$178,077,235.00
Danbury	\$33,089.00	\$177,006.00	\$210,095.00
Danville	\$86,477.00	\$666,709.00	\$753,186.00
Deerfield	\$99,870.00	\$294,798.00	\$394,668.00
Deering	\$60,116.00	\$207,769.00	\$267,885.00
Derry	\$970,403.00	\$6,902,958.00	\$7,873,361.00
Dorchester	\$15,265.00	\$85,916.00	\$101,181.00
Dover	\$889,587.00	\$811,983.00	\$1,701,570.00
Dublin	\$25,512.00	\$15,743.00	\$41,255.00
Dummer	\$7,113.00	\$24,023.00	\$31,136.00
Dunbarton	\$48,352.00	\$261,742.00	\$310,094.00
Durham	\$67,018.00	\$93,937.00	\$160,955.00
East Kingston	\$36,262.00	\$46,576.00	\$82,838.00
Easton	\$3,937.00	-\$11,000.00	-\$7,063.00
Eaton	\$3,751.00	-\$4,400.00	-\$649.00
Effingham	\$77,161.00	\$230,155.00	\$307,316.00
Ellsworth	\$3,967.00	\$2,450.00	\$6,417.00
Enfield	\$114,996.00	\$131,524.00	\$246,520.00
Epping	\$195,102.00	\$524,989.00	\$720,091.00
Epsom	\$132,438.00	\$607,009.00	\$739,447.00
Errol	\$1,426.00	-\$976.00	\$450.00
Exeter	\$323,755.00	\$331,223.00	\$654,978.00
Farmington	\$329,953.00	\$2,158,260.00	\$2,488,213.00
Fitzwilliam	\$63,744.00	\$169,245.00	\$232,989.00
Francestown	\$37,554.00	\$95,427.00	\$132,981.00
Franconia	\$25,945.00	-\$22,892.00	\$3,053.00
Franklin	\$458,621.00	\$2,438,413.00	\$2,897,034.00
Freedom	\$32,205.00	-\$15,400.00	\$16,805.00
Fremont	\$81,164.00	\$377,260.00	\$458,424.00
Gilford	\$172,961.00	\$292,680.00	\$465,641.00
Gilmanton	\$87,019.00	\$214,551.00	\$301,570.00
Gilsum	\$23,309.00	\$126,295.00	\$149,604.00
Goffstown	\$423,959.00	\$1,714,297.00	\$2,138,256.00
Gorham	\$86,589.00	\$586,906.00	\$673,495.00
Goshen	\$24,177.00	\$98,671.00	\$122,848.00
Grafton	\$42,464.00	\$154,061.00	\$196,525.00
Grantham	\$43,129.00	\$48,444.00	\$91,573.00
Greenfield	\$40,111.00	\$198,184.00	\$238,295.00
Greenland	\$56,447.00	\$89,777.00	\$146,224.00
Greenville	\$79,720.00	\$773,098.00	\$852,818.00
Groton	\$15,870.00	-\$2,200.00	\$13,670.00
Hampstead	\$133,693.00	\$4,923.00	\$138,616.00
Hampton	\$230,972.00	-\$179,366.00	\$51,606.00
Hampton Falls	\$29,488.00	\$43,290.00	\$72,778.00
Hancock	\$22,538.00	\$74,686.00	\$97,224.00
Hanover	\$89,000.00	-\$153,706.00	-\$64,706.00
Harrisville	\$15,406.00	-\$23,716.00	-\$8,310.00
Hart's Location	\$93.00	\$0.00	\$93.00
Haverhill	\$162,528.00	\$1,641,776.00	\$1,804,304.00
Hebron	\$10,229.00	-\$6,270.00	\$3,959.00
Henniker	\$107,161.00	\$521,333.00	\$628,494.00

TOWN/CITY	Committee of Conference Municipal Aid Proposal	Committee of Conference Proposal for Education Funding vs Current Law	Committee of Conference Proposal of Municipal Aid and Education funding Combined
STATE TOTAL	\$40,000,000.00	\$138,077,235.00	\$178,077,235.00
Hill	\$24,535.00	\$103,717.00	\$128,252.00
Hillsboro	\$39,476.00	\$1,870,855.00	\$1,910,331.00
Hinsdale	\$196,476.00	\$1,585,654.00	\$1,782,130.00
Holderness	\$41,461.00	-\$33,000.00	\$8,461.00
Hollis	\$90,635.00	\$116,398.00	\$207,033.00
Hooksett	\$313,722.00	\$40,174.00	\$353,896.00
Hopkinton	\$102,503.00	\$788,332.00	\$890,835.00
Hudson	\$551,086.00	\$69,853.00	\$620,939.00
Jackson	\$13,501.00	-\$7,028.00	\$6,473.00
Jaffrey	\$208,369.00	\$1,016,659.00	\$1,225,028.00
Jefferson	\$31,772.00	\$90,321.00	\$122,093.00
Keene	\$784,376.00	\$3,671,438.00	\$4,455,814.00
Kensington	\$37,870.00	\$56,158.00	\$94,028.00
Kingston	\$110,797.00	\$133,955.00	\$244,752.00
Laconia	\$828,087.00	\$1,268,242.00	\$2,096,329.00
Lancaster	\$152,588.00	\$1,265,206.00	\$1,417,794.00
Landaff	\$8,370.00	\$23,902.00	\$32,272.00
Langdon	\$16,521.00	\$77,866.00	\$94,387.00
Lebanon	\$329,233.00	\$618,646.00	\$947,879.00
Lee	\$89,071.00	\$703,646.00	\$792,717.00
Lempster	\$34,608.00	\$132,173.00	\$166,781.00
Lincoln	\$32,144.00	-\$14,906.00	\$17,238.00
Lisbon	\$118,320.00	\$813,373.00	\$931,693.00
Litchfield	\$128,829.00	\$1,566,083.00	\$1,694,912.00
Littleton	\$247,277.00	\$818,836.00	\$1,066,113.00
Londonderry	\$532,513.00	\$466,229.00	\$998,742.00
Loudon	\$130,442.00	\$395,253.00	\$525,695.00
Lyman	\$11,004.00	\$40,675.00	\$51,679.00
Lyme	\$22,094.00	\$60,034.00	\$82,128.00
Lyndeborough	\$23,653.00	\$66,756.00	\$90,409.00
Madbury	\$27,073.00	\$363,966.00	\$391,039.00
Madison	\$81,349.00	\$194,785.00	\$276,134.00
Manchester	\$5,950,106.00	\$15,250,369.00	\$21,200,475.00
Marlborough	\$79,581.00	\$354,456.00	\$434,037.00
Marlow	\$18,892.00	\$165,096.00	\$183,988.00
Mason	\$20,523.00	\$45,086.00	\$65,609.00
Meredith	\$176,373.00	-\$140,100.00	\$36,273.00
Merrimack	\$438,936.00	\$683,766.00	\$1,122,702.00
Middleton	\$77,861.00	\$466,154.00	\$544,015.00
Milan	\$61,556.00	\$449,149.00	\$510,705.00
Milford	\$378,645.00	\$2,140,540.00	\$2,519,185.00
Milton	\$154,607.00	\$709,635.00	\$864,242.00
Monroe	\$17,033.00	\$39,682.00	\$56,715.00
Mont Vernon	\$34,605.00	\$343,915.00	\$378,520.00
Moultonborough	\$107,838.00	-\$58,412.00	\$49,426.00
Nashua	\$3,757,003.00	\$5,161,872.00	\$8,918,875.00
Nelson	\$14,522.00	\$208,491.00	\$223,013.00
New Boston	\$108,458.00	\$885,632.00	\$994,090.00
New Castle	\$6,357.00	-\$11,000.00	-\$4,643.00
New Durham	\$86,931.00	\$73,172.00	\$160,103.00

TOWN/CITY	Committee of Conference Municipal Aid Proposal	Committee of Conference Proposal for Education Funding vs Current Law	Committee of Conference Proposal of Municipal Aid and Education funding Combined
STATE TOTAL	\$40,000,000.00	\$138,077,235.00	\$178,077,235.00
New Hampton	\$56,476.00	\$178,864.00	\$235,340.00
New Ipswich	\$155,440.00	\$1,133,618.00	\$1,289,058.00
New London	\$28,558.00	-\$32,646.00	-\$4,088.00
Newbury	\$35,341.00	-\$21,548.00	\$13,793.00
Newfields	\$18,545.00	\$41,174.00	\$59,719.00
Newington	\$7,937.00	-\$16,324.00	-\$8,387.00
Newmarket	\$195,076.00	\$225,775.00	\$420,851.00
Newport	\$348,948.00	\$2,578,572.00	\$2,927,520.00
Newton	\$91,701.00	\$156,816.00	\$248,517.00
North Hampton	\$54,165.00	-\$78,418.00	-\$24,253.00
Northfield	\$172,990.00	\$1,447,178.00	\$1,620,168.00
Northumberland	\$105,335.00	\$1,070,062.00	\$1,175,397.00
Northwood	\$100,534.00	\$427,125.00	\$527,659.00
Nottingham	\$82,534.00	\$188,027.00	\$270,561.00
Orange	\$5,952.00	\$69,640.00	\$75,592.00
Orford	\$27,076.00	\$33,236.00	\$60,312.00
Ossipee	\$235,417.00	\$561,261.00	\$796,678.00
Pelham	\$224,633.00	\$20,205.00	\$244,838.00
Pembroke	\$206,650.00	\$1,784,821.00	\$1,991,471.00
Penacook	\$197,634.00	\$1,516,241.00	\$1,713,875.00
Peterborough	\$181,765.00	\$309,287.00	\$491,052.00
Piermont	\$9,564.00	\$67,430.00	\$76,994.00
Pittsburg	\$15,746.00	-\$10,258.00	\$5,488.00
Pittsfield	\$233,202.00	\$1,790,643.00	\$2,023,845.00
Plainfield	\$29,579.00	\$103,589.00	\$133,168.00
Plaistow	\$163,881.00	\$22,874.00	\$186,755.00
Plymouth	\$170,430.00	\$905,794.00	\$1,076,224.00
Portsmouth	\$410,724.00	-\$335,320.00	\$75,404.00
Randolph	\$7,067.00	-\$5,624.00	\$1,443.00
Raymond	\$291,420.00	\$1,007,070.00	\$1,298,490.00
Richmond	\$40,325.00	\$302,044.00	\$342,369.00
Rindge	\$131,836.00	\$145,731.00	\$277,567.00
Rochester	\$1,374,156.00	\$8,053,104.00	\$9,427,260.00
Rollinsford	\$24,444.00	\$77,464.00	\$101,908.00
Roxbury	\$6,432.00	\$17,213.00	\$23,645.00
Rumney	\$57,419.00	\$184,312.00	\$241,731.00
Rye	\$44,994.00	-\$113,556.00	-\$68,562.00
Salem	\$569,811.00	\$72,887.00	\$642,698.00
Salisbury	\$34,068.00	\$117,084.00	\$151,152.00
Sanbornton	\$67,406.00	\$70,152.00	\$137,558.00
Sandown	\$134,734.00	\$1,175,482.00	\$1,310,216.00
Sandwich	\$26,427.00	-\$17,600.00	\$8,827.00
Seabrook	\$289,392.00	\$365,751.00	\$655,143.00
Sharon	\$4,868.00	\$11,938.00	\$16,806.00
Shelburne	\$9,764.00	\$23,079.00	\$32,843.00
Somersworth	\$551,878.00	\$2,425,737.00	\$2,977,615.00
South Hampton	\$4,498.00	\$7,026.00	\$11,524.00
Springfield	\$25,963.00	\$33,508.00	\$59,471.00
Stark	\$13,049.00	\$75,924.00	\$88,973.00
Stewartstown	\$36,542.00	\$134,383.00	\$170,925.00

TOWN/CITY	Committee of Conference Municipal Aid Proposal	Committee of Conference Proposal for Education Funding vs Current Law	Committee of Conference Proposal of Municipal Aid and Education funding Combined
STATE TOTAL	\$40,000,000.00	\$138,077,235.00	\$178,077,235.00
Stoddard	\$36,204.00	\$33,465.00	\$69,669.00
Strafford	\$75,493.00	\$413,851.00	\$489,344.00
Stratford	\$45,219.00	\$286,484.00	\$331,703.00
Stratham	\$97,125.00	\$158,092.00	\$255,217.00
Sugar Hill	\$12,663.00	-\$7,224.00	\$5,439.00
Sullivan	\$22,534.00	\$213,131.00	\$235,665.00
Sunapee	\$60,620.00	-\$59,046.00	\$1,574.00
Surry	\$15,176.00	\$35,150.00	\$50,326.00
Sutton	\$60,400.00	\$66,953.00	\$127,353.00
Swanzy	\$263,247.00	\$1,872,585.00	\$2,135,832.00
Tamworth	\$107,304.00	\$144,076.00	\$251,380.00
Temple	\$21,019.00	\$47,738.00	\$68,757.00
Thornton	\$95,715.00	\$141,047.00	\$236,762.00
Tilton	\$151,073.00	\$252,377.00	\$403,450.00
Troy	\$108,297.00	\$940,926.00	\$1,049,223.00
Tuftonboro	\$69,277.00	-\$29,914.00	\$39,363.00
Unity	\$48,337.00	\$212,258.00	\$260,595.00
Wakefield	\$215,354.00	\$416,638.00	\$631,992.00
Walpole	\$85,663.00	\$255,831.00	\$341,494.00
Warner	\$75,773.00	\$173,103.00	\$248,876.00
Warren	\$29,833.00	\$270,343.00	\$300,176.00
Washington	\$31,306.00	\$33,807.00	\$65,113.00
Waterville Valley	\$6,990.00	-\$6,600.00	\$390.00
Weare	\$245,797.00	\$2,342,042.00	\$2,587,839.00
Webster	\$45,568.00	\$100,030.00	\$145,598.00
Wentworth	\$35,644.00	\$138,335.00	\$173,979.00
Westmoreland	\$27,499.00	\$205,770.00	\$233,269.00
Whitefield	\$113,859.00	\$648,379.00	\$762,238.00
Wilmot	\$21,438.00	\$54,465.00	\$75,903.00
Wilton	\$97,083.00	\$150,027.00	\$247,110.00
Winchester	\$228,583.00	\$1,701,814.00	\$1,930,397.00
Windham	\$197,837.00	\$213,008.00	\$410,845.00
Windsor	\$4,649.00	\$24,879.00	\$29,528.00
Wolfeboro	\$146,172.00	-\$90,300.00	\$55,872.00
Woodstock	\$54,257.00	\$88,883.00	\$143,140.00

Dowed

Nixon Rd

Thursday 7/11 - Ditch Buck St - Nixon Rd
intersection using the backhoe
and Truck #522 (6 wheeler) 2 men x 6hrs

Friday 7/12 Ditch on Nixon Rd using
the backhoe, Truck #522, Truck #61,
3 men x 6hrs

Total man hours = 30

So far

Be Back There on 7-17-19

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
JULY 15, 2019 at 6:30 PM**

DRAFT

Present: Chairman Tina Courtemanche, Selectman Ann Bond, Selectmen Richard Bean, Selectmen Michael Crockwell, Selectman Sandy Goulet

Staff: Town Administrator David Jodoin, Recording Secretary Jillian McNeil

I. Call to Order:

Chairman Tina Courtemanche called the meeting to order at 6:31pm.

II. Citizen Comment:

None

III. Scheduled Meetings:

Continuation of the hearing for the 4th Range Road/Flagg Robinson

The Board received a letter from the San-Ken Homes Engineer, Jon Rokeh, requesting a continuance on the public hearing. Selectman Goulet made a motion to continue the hearing for the 4th Range Road/Flagg Robinson project until August 19, 2019 at 6:30 as requested by the applicant. Selectman Bond seconded the motion. Motion passed 5-0.

Kevin Gagne – Trail Dawgs

Kevin was unavailable so Ed Kinney met with the Board.

Selectman Crockwell stated that the work down to Thompson Road was not up to par. Selectman Crockwell stated that by the time winter comes and the snowmobilers use the trail, the 4-wheelers will have destroyed what they did because nothing is holding the dirt into place. Ed stated the property is now posted and there should not be any 4-wheelers on that trail. David suggested making an apron with asphalt off the road and that should give plenty of room. Selectman Crockwell also suggested adding 6-inch rocks and then putting the dirt over that. Ed asked if they should pull up all the dirt they just put down and put the rocks underneath and how far back the platform should go. Selectman Crockwell stated that they should pull up the dirt and place the rocks then put the dirt back. Where the platform currently is is fine. Selectman Crockwell also suggested a gate. David stated that is private property and the Town cannot gate it. Selectman Bond clarified that it is private property and they

cannot keep the 4-wheelers off the private property. Ed stated that with the new land owners, they may be willing to allow a gate to keep the people from the campground across the street off their property. They will go discuss it with the land owners and come back to the Board.

IV. Old Business:

Ron from LighTec sent an email stating that he is looking at the week of August 29th for installation of the remainder of the lights. It will take a few days to complete. There was a complaint from a resident about a light on the double decker bridge that is extremely bright and shining directly into their home. The light was recently cleaned and that is why it is so bright. The Board decided to look into a different type of bulb to dim it down. Selectman Crockwell suggested tinting the side that faces the house to alleviate the light pollution. Eversource has since completed their portion of the project.

The Board then discussed 6 Howard Street. David demonstrated on the white board how DPW has marked off the property with stakes to mark an area that the garbage truck and plow trucks would need in order to go up the street and turn around. If the shed that is still on the property is torn down, then the end of the property could be blocked off and a deed could be recorded for the remainder of the property and sold. Selectman Courtemanche asked why they would not make the turnaround at the end of the street rather than at the beginning of the property. Jim answered that there is a house on the right-hand side that makes it difficult and they park their vehicles at the end. Selectman Bean asked how much the property owed when it was deeded in May. David answered they owed approximately \$50,000 in back taxes and fees and the land value is around \$60,000. Selectman Bean suggested making a cul-de-sac out of the property. Selectman Bean asked how much the Town could get for the property. David answered that a realtor said between \$30,000-\$50,000. Selectman Courtemanche stated that we would not only be out the sale money but also out of taxes for the future if the Town kept the property. Selectman Bond asked if they would be able to have the asbestos checked and removal priced and also the cost of removing the tree from the property before the next meeting. David said it is possible but he does not know for sure right now.

Jim discussed amending the current snow plow policy. There would need to be a public hearing in order to change the policy. David stated that right now the snow plow policy needs an update for sidewalks, the Village School, and 4 Union Street. David will send a copy of the current policy to the board to review.

The Sewer Commission submitted a letter to the Board stating that they are willing to waive their first right of refusal on 4 Union Street if they meet certain conditions. Selectman Bond asked about condition number four which states that the Selectman will help to secure a permanent home for the Department by December 2026. The Selectman decided they would like a list of needs the department would have and a budget created for the building. David stated they will be meeting with the CIP

Committee to discuss a budget. David stated that the potential buyer is setting up the property for their LLC and are looking for a closing date of July 30th but that is likely too quick. David is working on getting all the paperwork completed for the closing. Selectman Bond asked about the time capsule in the building. David stated that the new owner does not have any issues with the items staying in the property but he would like Meet Me in Suncook to get a certificate of insurance on the items.

V. New Business:

David provided the Board with a copy of the EMS Intermunicipal Agreement which is the agreement between Allenstown and Pembroke for the ambulance. Selectman Courtemanche asked if the employees are still voting on their raises. David stated that they vote on the bottom line of the budget which includes the raises but they are not getting anything different than the Town employees do. Selectman Bond asked for clarification that Pembroke shares the expense and losses for calls for Pembroke and Allenstown shares the losses for the calls in Allenstown. David said each town's annual appropriation is created by looking at the call volume for the last three years to get the Town's percentage. The Director then looks at the difference between operational costs and revenue and then bills that out to the Town's based on their percentage. David provides a spreadsheet each month of the charges related to the ambulance. David will provide the Board with a copy of the spreadsheet. Selectman Goulet made a motion to approve the EMS Intermunicipal Agreement between Pembroke and Allenstown. Selectman Crockwell seconded the motion. Motion passed 5-0.

Jim Boisvert, Director of DPW, came to discuss the Broadway/Fairview drainage issue. David explained that there are broken pipes laying on the ground on private property causing issues. Selectman Bond asked if the source was ever found. Jim answered that it is all the back properties on the left-hand side of Broadway. Selectman Courtemanche asked who originally put in the pipe. Jim answered that nobody knows but it is likely the original developer. David explained that the property deed gives the ability for the Town or the owner to go in and fix any issues but it is not specific to whose responsibility it truly is. Selectman Bean stated that at Roads Committee, it was decided that it was an unusually wet year and that was a lot of the issue. Jim stated that the issue has always been minor but it is no longer a minor issue. Selectman Bean asked if there was discussion for a trench that would lead the water to a catch basin. Jim stated the catch basin is on town property but that pipe needs to be put at least 3 feet deep. Jim stated that DPW is spending a lot of man hours on the road dealing with the rain and ice. Selectman Bond stated that at the Roads Committee meeting it was discussed that there was a 10-foot easement. Jim stated that there is a 10-foot proposed easement through the whole property. Jason Menard, Roads Committee, clarified that in the deed it stated a 10-foot proposed easement and that word proposed is what is causing the issue. Selectman Bean asked Jim for his recommendation on how to remedy the situation. Jim stated that someone has to do something to create a non-issue on Fairview. It has been dig-safed, there is a gas line, and there is no way to put a pipe from one catch basin to

another. There is no way to get the water into our system except for a pipe from up above to the catch basin. Selectman Bean asked if this is a civil matter. Jim stated that right now it is an issue for the Town because of the situation it has created on the road. Selectman Goulet asked if there is an estimated cost. Jim stated that he has gotten one bid for under \$5,000. He will ask for two more bids.

Jason Menard stated that the number one concern for the Roads Committee was who owns the problem. The suggestion is to have the town reconstruct and repair the pipe, however, the land owners must agree to sign over rights and that once it is in, the homeowner is now responsible and liable to maintain it. David stated that the lawyer has concerns about fixing something on private property and if one is done, they may have to do others. Selectman Goulet stated that she would like to see all the estimates in order to make an informed decision on this. Jim stated that we would have them by the next Selectmen's meeting. Selectman Bond stated that she would like to know what the work being done is. Jim stated that a catch basin will be put in low enough in the ground with a frame and a grate. David suggested that the Selectmen should split the costs of the project with the homeowner. Selectman Bean asked again if this is civil matter. Selectman Courtemanche clarified that it is a civil matter, however, now it is starting to erode the road. David stated that residents are not supposed to impact the roads. Jason stated that they are not doing it out of malice and the existing topography of the yards is a v-ditch and it is multiple houses above leading to the water issues in this yard. Jim also stated that the town owns a lot at the top of the hill that is all wet. David asked what will be at the next meeting. Jim stated the 3 deeds, 3 project bids, and an outline of the project. Selectman Bond expressed concerns that the landowner will not clear out the catch basin and the water on the roads will remain an issue. Jason stated that the Committee was talking about enabling someone to enforce and fine people who are not maintaining items like culverts that they are deeded to maintain. Jim stated he can enforce driveway culverts and he can send letters to make them do it but anything beyond a culvert he cannot. Jim stated that if no one enforces the regulations then 10-15 years down the road it will ultimately become a town problem as the issues encroach on the town roads. Selectmen Bean asked if anyone has discussed this with the neighbor above. Jim answered that he does not believe so. Selectman Bond asked if there could be a map provided at the next meeting of the drainage system in the area.

Selectman Bean provided an outline for an Economic Committee. David's suggestion was having less committee members than in the outline. Selectman Bean stated that the document was from the Town of Windham's Economic Committee and agrees that 11 members is too many. The Board thinks that 7 members is a good number. Selectman Bean suggested not necessarily having members that are residents in the Town but people that have businesses in Town in order to have a diverse group.

Selectman Crockwell made a motion that the Town will no longer use the PA-28 Inventory Form. Selectman Goulet seconded the motion. Motion passed 5-0.

The owner of the property at 212 Buck Street that was deeded by the Town in May would like to regain ownership of the property by paying all the back taxes and fees in the amount of \$2,444.39. Selectman Goulet made a motion to execute a tax deed back to Kimberly Pelkey from Concord, New Hampshire for 212 Buck Street. Selectman Bond seconded the motion. Motion passed 5-0.

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

Selectman Bond made a motion to approve the minutes of July 1, 2019 with the correction of the last paragraph on the page under New Business that was repeated on the top of the next page. Selectman Goulet seconded the motion. Motion passed 5-0.

VI. Town Administrator Report:

David received a letter explaining why Governor Sununu vetoed the budget and he is inviting a representative from each town to a townhall style meeting to discuss it further.

Eversource is out cutting down trees around Town and David has a map if anyone has concerns.

Witness fee payments for police officers testifying in court are no longer being reimbursed.

Cheryl Ann Williams, Wilmington Way, submitted a letter in opposition to opening 4th Range Road.

The Solid Waste Committee met with someone from Casella last week. The current contract has the Town paying \$63/ton for trash. In the next contract, the costs will likely be going up to \$100/ton. Selectman Courtemanche asked when the current contract is up. David stated that there are 3 years left on the contract. David stated that at that point in time on the CIP there will also be a new trash vehicle needed for the approximate cost of \$310,000. David stated a lot of recycling is coming in dirty and that is leading to loads being rejected and then the Towns are charged for that. The Town has been lucky and never had a load rejected. There is also the issue that with local landfills filling up, there will be larger hauling fees as loads are being transported to Massachusetts and elsewhere. The Board discussed more education for the Town on the recycling program. Selectman Bond suggested an educational tent at Old Home Day. Selectman Goulet suggested a mailing of the pamphlets.

David presented the Board with a letter from Carol Bertsimas of the Conservation Commission that she received for a request to camp at the White Sands beach area and Carol was wondering the Board thought that Memorial Field would be a more comfortable place for them and who should they contact for permission. Rose

Gilligan didn't see an issue as long as the Police were notified. An exception has been made for the scouts to camp the night before Old Home Day and the Rowing Club stays at Memorial Field with a certificate of insurance. The Police Chief stated that it is closed after hours and there's a concern of "opening pandoras box". David asked them what they would do for the bathroom at White Sands since there is a leave no trace rule. The people making the request stated that they would carry it out or bury it 200 feet from the water line. The bathrooms at Memorial Field is why Memorial Field was suggested. The Board ultimately decided that the best spot for them to camp will be White Sands.

Selectman Bond made a motion to approve the non-public minutes of July 1, 2019. Selectman Bean seconded the motion. Motion passed 5-0

Selectman Bond made a motion to release the non-public minutes of 7/6/15, 2/16/16, 6/5/17, 8/7/17, 8/21/17, 4/15/19, 5/6/19, and 7/1/19 Selectman Crockwell seconded the motion. Motion passed 5-0.

The National Guard will be taking more land for parking spots. Selectman Bean asked how many acres and David answered about \$239,500 assessed value worth.

Selectman Bond made a motion to add Bethany Chase-Reynolds to the Capital Improvement Committee, Vincent Greco as an alternate Roads Committee member, and Caitlyn Camidge as an alternate library Trustee. Selectman Bean seconded the motion. Motion passed 5-0.

VII. Committee Reports:

Selectman Bean – None

Selectman Goulet – None

Selectman Bond – Planning is working on the Master Plan, corner clearance, and finalizing commercial greenhouses and the Energy Committee is working on their CIP items.

Selectman Courtemanche - None

Selectman Crockwell – Building discussed the library roof, the doors at Waco, and the bathrooms at Memorial Field.

VIII. Other/Citizen Comment:

None

IX. Adjourn:

Motion by Selectmen Goulet, seconded by Selectmen Bond to adjourn at 8:31 PM.
Motion Passes 5-0.

Justine M. Courtemanche, Chairman

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