

AGENDA
BOARD OF SELECTMEN
February 3, 2020 AT 6:30 PM
TOWN HALL, PAULSEN MEETING ROOM

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. David Cedarholm – North Pembroke Road Bridge
- IV. OLD BUSINESS:
 - a.
- V. NEW BUSINESS:
 - a. Manifest/Abatements
 - b. Minutes 1/21/20
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. NON PUBLIC SESSION
- X. ADJOURN

**NORTH PEMBROKE ROAD BRIDGE REPLACEMENT AGREEMENT
BETWEEN
THE CITY OF CONCORD, NEW HAMPSHIRE
AND
THE TOWN OF PEMBROKE, NEW HAMPSHIRE**

SUBJECT: North Pembroke Road Bridge Replacement Project

This North Pembroke Road Bridge Replacement Agreement ("Agreement") is hereby entered into by the City of Concord, New Hampshire, a municipal corporation with a principal place of business at 41 Green Street, Concord, New Hampshire 03301 ("City"), and the Town of Pembroke, New Hampshire, a municipal corporation with a principal place of business at 311 Pembroke Street, New Hampshire 03275 ("Town"), collectively referred to as the "Parties."

WHEREAS, the North Pembroke Road Bridge (183/156) over the Soucook River is jointly owned by the City and the Town, and is in need of total replacement; and

WHEREAS, the City's Capital Improvement Program (CIP) includes a capital project to partially fund the replacement of the North Pembroke Road Bridge (183/156); and

WHEREAS, the Town's CIP also includes a capital project to partially fund the replacement of the North Pembroke Road Bridge (183/156); and

WHEREAS, this project is part of the New Hampshire Department of Transportation's ("NHDOT") Municipal Bridge Aid Program and is included in the State's 2017-2029 10-Year Transportation Improvement Plan.

WHEREAS, NHDOT has identified the replacement of the North Pembroke Road Bridge as CONCORD-PEMBROKE 14841 ("Project"), and has approved the engineering study prepared by HDR, Inc. and also agreed to provide funding to cover 80 percent of the engineering study, design, permitting, right-of-way, construction phase and closeout costs of replacing North Pembroke Road Bridge; and

WHEREAS, in accordance with the NHDOT's Municipal Bridge Aid Program, the funding requirements are allocated as follows: **80** percent State / **20** percent City/Town, which constitutes the "Local Match" for all of the Project costs through the Project closeout; and

WHEREAS, the City and the Town have agreed to share in the **20** percent Local Match funding for the engineering study design, permitting, right-of-way, and construction of the North Pembroke Road Bridge (183/156); and

WHEREAS, prior to 2019, the City and the Town agreed to split their **20** percent share with the Town contributing \$380,000 or **18.3** percent of the estimated \$2,076,950 total Project costs (engineering study, design and construction phases) and the City contributing \$40,000 or **1.9** percent of the estimated \$2,076,950 total Project costs and as a portion of the City's contribution, it will manage the project under the direction of its City Engineer; and

WHEREAS, subsequent to the City and Town agreement, NHDOT revalued the Project costs and estimated the total Project cost as \$2,119,388.46, with the understanding that the actual total Project cost will not be determined until the bidding, construction, and Project closeout is completed and approved by NHDOT;

WHEREAS, the City is authorized to enter into this municipal Agreement *via* Resolution Number 8977, which the Concord City Council voted to approve on February 13, 2017; and

WHEREAS, the Town's Board of Selectmen voted to approve this Agreement on ____ 2020.

NOW THEREFORE, the Parties have entered into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts for the purposes of replacing the North Pembroke Road Bridge (183/156), and further agree to share in the Local Match funding for the Project as follows:

1. **Project Costs Allocation.** In the event the total Project costs are greater or less than the previously estimated amount of \$2,076,950, the Town shall be responsible for **18.2** percent of the total Project costs, and the City shall be responsible for **1.8** percent of the total Project costs. Project costs shall mean all actual costs paid or incurred by the City in connection with, or incidental to, engineering/design, construction, contract administration, and construction phase engineering and closeout of the Project, and shall include, but not limited to the following: engineering consultants and subconsultant fees, construction contractor invoices, and in-kind engineering services.
2. **Additional City Contribution.** In addition to its **1.8** percent contribution of the total Project costs, the City will manage the Project under the direction of its City Engineer, which shall include: (1) contracting with and overseeing the consultant(s) who perform the engineering design and construction phase services; (2) putting the Project out for Bid; (3) contracting with qualified contractor(s) completing all tasks associated with the Project until it reaches final completion; and (4) providing management and contract administration, including payment of invoices, during all phases of the Project in accordance with NHDOT's Municipal Bridge Aid Program.
3. **City/Town 20% Payment of Project Costs.**

Within 30 days of the execution of this Agreement, the Town shall transfer the estimated **18.2** percent of the Project cost to the City which shall be held in an escrow account pending completion of the Project. In its management of the Project, the City will draw on the escrow account holding the Town's **18.2** percent share of the Project to pay for the Project costs as they become due. The City will also submit reimbursement requests to the State for the State's **80** percent share of the Project costs throughout the term of the Project as those costs become due.

4. **Accounting.** The City shall maintain an accounting of all Project costs throughout the duration of the Project and shall conduct a final accounting within 90 days of the final completion of the Project. Should the Town be required to provide further payment to the City following an accounting due to increased Project costs, throughout the term of the Project, it shall do so within 30 days of the City's invoice to the Town based on said

accounting. Should the City be required to reimburse the Town for any funds following the final accounting of the Project, it shall do so in 30 days of the completion of the final accounting.

5. **Invoice Disputes.** If the Town believes any invoice submitted by the City is inaccurate or unsupported, the Town will provide the City with written notice within thirty (30) days of the invoice in question. The written notice shall contain reasonable detail of the issues the Town contends are in dispute so that the City can confirm the issue and respond to the Town's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the notice. The City will work with the Town as may be necessary to develop an action plan that outlines reasonable steps to be taken by each Party to resolve any issues presented in the Town's notice.
6. **Resolution of Disputes.** The City and Town shall endeavor to provide the other with written notice within thirty (30) days of becoming aware of a dispute; provided that any failure to provide notice within such time period shall not in any way limit or diminish any rights or remedies a party may have under the Agreement except to the extent the other party is actually prejudiced by such failure. The Parties shall cooperate with one another in trying to reasonably resolve all disputes.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire notwithstanding any laws regarding conflicts of laws, and any claims or dispute relating to this shall be brought in courts within the State of New Hampshire, and the Parties hereby assent to the jurisdiction of such courts.
8. **Indemnification.** During the entirety of the Agreement, the Parties covenant and agree to defend, indemnify and save harmless each other, their officers, employees and agents, from any and all claims, demands, suits, actions, judgments, recoveries and expenses, including but not limited to the reasonable fees and expenses of attorneys, against or incurred by either the City and/or Town, their officers, employees and agents, for or on account of, based on, resulting from or arising out of (or which may be claimed to arise out of) negligent acts or omissions by the other party related to this Agreement. Nothing contained in this section or elsewhere in this Agreement shall be deemed to constitute a waiver of the defenses and sovereign immunity of either the City and/or Town, which immunity is hereby reserved to each the City and Town.
9. **Term.** The term of this Agreement shall commence on the Effective Date set forth above, and shall remain in effect until the Project reaches final completion as determined by the City Engineer.
10. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.
12. **Entire Agreement.** This License represents the full and complete agreement between the Parties with respect to the subject matter contained therein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.
13. **Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold its compliance with any reasonable request made pursuant to this Section, provided, however, that neither the City nor the Town shall be required to execute any additional document, instrument or assurance that it reasonably believes will increase its risk or obligations under the Agreement.

IN WITNESS WHERE OF, the parties have executed this agreement of the date first written above.

CITY OF CONCORD, NH

TOWN OF PEMBROKE, NH

Thomas J. Aspell, Jr.
City Manager

Date

Select Board Chair

Date

ATTEST

ATTEST

Date

Date



January 28, 2020

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

RECEIVED

JAN 29 2020

TOWN OF
PEMBROKE, NH

Re: Annual Customer Notice

Dear Chairman and Members of the Board:

Each year Comcast provides its customers with annual notices, including such information as Comcast's customer privacy policy, payment procedures, equipment compatibility and billing dispute and complaint procedures.

In addition, please find a copy of the communication provided to the Office of the Attorney General certifying such documents were provided to customers during the **2019** calendar year.

Should you have any questions, please do not hesitate to contact me at 603.333.2479.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government & Regulatory Affairs



January 27, 2020

VIA UPS Overnight

Office of the Attorney General
Consumer Protection and Antitrust Bureau
State of New Hampshire
33 Capitol Street
Concord, NH 03301-6397

Re: Annual Customer Notice

Dear Office of the Attorney General:

Each year Comcast provides its customers with annual notices, including such information as Comcast's customer privacy policy, payment procedures, equipment compatibility and billing dispute and complaint procedures.

In accordance with RSA 53-C:3-d, enclosed please find a copy of the following inserts received by customers as bill inserts during 2019: 1) Customer Privacy Notice and 2) Notice to Customers Regarding Equipment Compatibility & Important Information.

Please do not hesitate to contact me if you have any questions at 603-695-1495.

Sincerely,

A handwritten signature in black ink that reads "Timothy Murnane".

Timothy Murnane
Vice President, Government, Regulatory & Community Affairs

Enclosures

Comcast Customer Privacy Notice

For Subscribers of Cable Video, Internet, Voice, and Home Security Services



Privacy English 2019_ebill

Overview

Comcast knows our customers care about how Comcast uses, maintains, and shares the information we collect about them, and the choices they have regarding that use and sharing. Comcast holds customer privacy in the highest regard, and we are committed to protecting your privacy as we describe in this Privacy Notice. We value the trust you place in us as a customer when you subscribe to one or more of the Services described below.

This Comcast Customer Privacy Notice (the "Privacy Notice" or "Notice") describes: (1) the types of information Comcast collects when you subscribe to, use, and/or access our Services; (2) how we use, share, and protect that information; (3) how long we retain that information; and (4) the legal limitations imposed on our collection, use, and sharing of information that personally identifies you.

This Notice also provides you with information about how to access, review, and correct information that personally identifies you, how to set privacy preferences and opt out of certain uses and sharing of information, and your rights under federal law and this Notice concerning your personally identifiable information.

Entities Covered

In this Notice, the terms "Comcast," "we," "us," or "our" refer to the operating company, subsidiary, or affiliate of Comcast Cable Communications, LLC that (1) owns and/or operates the cable television system in your area, and (2) delivers one or more of the Services. The term "you" refers to you as a subscriber to one or more of the Services.

Services Covered

This Privacy Notice applies to the Comcast-provided Xfinity® cable video ("video"), Internet, and voice services delivered over our cable system (including the services provided when you use the Xfinity Stream app and tv.xfinity.com to access Xfinity video as a cable service in your residence and when you subscribe to Internet service and use the Xfinity Wi-Fi service). This Privacy Notice also applies to Comcast-provided home security service. Collectively, these are referred to as the "Services" throughout this Privacy Notice.

This Notice does not apply to other Comcast services or offerings, such as Xfinity Mobile, or other Comcast® and Xfinity-branded websites, applications, or streaming services, except as described above. These services, websites, and applications have their own privacy policies, which we post at <https://www.xfinity.com/mobile/policies/privacy-policy> and <http://my.xfinity.com/privacy/>.

Information Covered

This Privacy Notice also does not apply to (1) information that may be collected through any other products, services, websites, or applications, even if you access those other products, services, websites, or applications through our Services and even if they are co-branded with Comcast brands or the brands or logos of our affiliated companies; (2) information collected by devices, such as a "smart TV," or through a third-party (non-Xfinity) mobile application, where the manufacturer or application owner has enabled information-gathering capabilities including automatic content recognition that we do not control; or (3) interactions with third-party content providers that you may access through the Services, such as online video providers you may reach through our set-top boxes. You should read the privacy policies for these other products, services, websites, and applications to understand whether and how they apply to you and the data they collect about you.

Please read this entire Privacy Notice to understand our privacy policies and practices. You can also find answers to your specific questions quickly by using the links below.

I. Collection of Information

This section describes the types of information Comcast collects when you subscribe to, use, and/or access one or more of the Services. Some of our Services permit you to establish secondary accounts, and if you do so we collect similar information in order to establish and maintain those accounts. When you allow others to use or access the Services through your account, we collect information about their use, as well.

Information You Provide to Us

We collect information that you provide to us when you create an account with us or when you call us, use online account tools (for example, when you access My Account or chat online with an agent), report service issues, complete customer surveys, enter contests and promotions, or otherwise communicate with us. This information includes:

- name and contact information (for example, billing address, service address, email address, and phone numbers);
- payment information, such as your payment card or bank account information;
- information related to a credit application for the Services, which may include your Social Security number, driver's license number, or other government issued identifiers;
- information you provide to authenticate your access to the Services, such as passwords, images, voice recordings, or other personal identifiers;
- information you provide when you establish custom settings or preferences; and
- customer correspondence and other communications records, including records of calls and chats with our customer service representatives.

Information We Collect When You Use the Services

We also collect information about your account and your use of the Services, which may include:

- your account number;
- billing, payment, and deposit history;
- maintenance information;
- the types of Services to which you subscribe;
- the device identifiers and network addresses of equipment used with your account;
- voice commands;
- video and audio recordings;
- records indicating the number and types of devices connected to our network;
- technical information about your Service-related devices, including customization settings and preferences;
- network traffic data;
- information about your use of the Services and their features, including video activity data, as well as Internet or online information such as web addresses and other activity data in order to render Internet service; and
- additional information about the Service options you have chosen.

When you use the Services, our cable system automatically generates, transmits, and collects much of this information as part of providing the Services to you. For example, we receive information about the use of set-top boxes, remote controls, program guides, video players, applications, and other devices and software connected to our cable system ("video activity data"). The video activity data includes, for example, which channels, programs, and advertisements are viewed and for how long. It may also include information about navigation through program guides and applications, and use of devices like remote controls and tablets. If you select various features of our equipment, such as voice commands or search, we also will collect and process the data needed to fulfill your requests.

Location Information

We may collect information from the devices you use to access the Services that tells us where you are at a specific point in time. For instance, we may know that you are at home when you chat with us through your Xfinity Internet service.

Information Provided by Third Parties

We also obtain data and information about you from third parties. For example, when you request new or additional Services or features from us, we may obtain credit information from credit reporting agencies. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable services as well as your landlord's name and address.

We may obtain additional information about you from third parties such as demographic data (for example, gender, age, and census records, etc.), location data (for example, designated market area, zip code, etc.), interest data (for example, sports, travel, and other recreational activities, shopping preferences, etc.), or purchase data (for example, public records, loyalty programs, etc.). We may combine the data we collect from third parties with information in our business records, including information about your use of the Services. We may also combine information about your use of the Services with information we obtain from your use of other products, services, websites, and applications from Comcast. We use this combined data as described in the "Use of Information" section below.

II. Use of Information

We use the information we collect to provide and improve the Services and our network, to communicate with you, to deliver relevant advertising, to create measurement and analytics reports, and to provide additional features and offerings. Sometimes we use information that personally identifies you, such as when we are authenticating your account or communicating with you. We also maintain and use information in de-identified or aggregated forms that do not identify you.

To Provide and Improve the Services

We use the information we collect to conduct business activities related to providing you with the Services, including:

- establishing your account
- measuring credit and payment risk;
- billing and invoicing;
- authenticating access to your account;
- account administration;
- service delivery;
- maintenance and operations, including management of the network and devices supporting our service and our systems;
- technical support;
- hardware and software upgrades for devices and systems;
- understanding the use of our services;
- improving our services and identifying and developing new products and new services;
- marketing and advertising;

- detecting the unauthorized reception, use, or abuse of the Services and to protect our customers from fraudulent, abusive, or unlawful use of, or subscription to, the Services;
- collecting fees and charges;
- protecting our rights, our personnel, and our property; and
- complying with applicable law.

We also use the information we collect to measure and analyze how our customers are using the Services. For video, this includes assessing which programs are most popular, how many people watch a program to its conclusion, whether people are watching advertisements, and what programming and video content we will carry on the Services. It also includes determining how our customers prefer to view certain kinds of programming when they use our video service, such as whether they like to watch certain programs live, or if they prefer to view them on demand, on mobile devices, or online.

When we provide you access to third-party content providers through our set-top boxes, we may measure how often and how long you use such services, but your use of those third-party providers are controlled by the terms and privacy policies of those providers. For Internet and voice services, we similarly analyze customer usage data, such as the amount of bandwidth that is being used, the peak times of usage, or the types of services that are being used.

To Communicate with You

We also use the information we collect to deliver and personalize our communications with you. For example, we may use the contact information you provide to inform you of Service updates or the status of a service request or outages, to invite you to participate in a survey, to collect amounts you owe, or in connection with other activities related to the Service. We will provide you with service-related announcements, such as a pricing change, a change in operating policies, a service appointment, or new features of one or more of the Services you receive from us through emails, texts, calls, Comcast-provided equipment, and other communications methods. You may select the manner in which you prefer to receive many of these communications by visiting the customer preference center at <https://customer.xfinity.com/#/users/me/notifications>.

To Provide Recommendations and Deliver Relevant Advertising and Marketing

We may also use information about you and/or your use of the Services or other services we provide to determine which movies or television shows to recommend to you and to send you promotional communications for the Services and other products and services we think may be of interest to you. We may also use this information to help third-party advertisers and programmers deliver more relevant advertising.

These promotional communications and advertisements may be directed to you because you subscribe to one or more of the Services, because of the way you use the Services, because you live in a certain geographic area, or based on demographic and interest information that we collect or obtain from other companies. These communications may be subject to your consent, as described in Section IV of this Notice ("Your Choices"). In no event will Comcast give your name or other personally identifying information to an advertiser without your consent.

To Create Analytics and Measurement Reports

We and service providers who work on our behalf may use and combine data from our business records – including account information, video activity data, and other usage data – with data from third parties to create measurement and analytics reports. These reports do not contain any information that personally identifies you and instead contain de-identified or aggregate information.

We use these reports for many of the purposes described above, such as for improving the Services, creating and delivering more relevant advertising on behalf of Comcast and other third parties, determining whether and how an advertiser's messages are viewed, and analyzing the effectiveness of certain advertisements on the Comcast platforms and services and other platforms and services. We also use these reports to work with academic or research groups, and for other uses that help us develop and fund improvements in services and infrastructure. We may share these reports with programmers, advertisers, or others. To learn about the choices you have with respect to our use of your information for these purposes, see Section IV of this Notice ("Your Choices").

III. Sharing & Disclosures of Information

We limit the information we share and disclose to others as described below.

Service Providers

In order to provide and support the Services, sometimes we use third-party companies as service providers that work on our behalf to transmit, collect, process, or store information for us. We require these service providers to treat the information we share with them as confidential and to use it only for the purpose of providing the services for which they have been engaged. These engagements typically include services such as billing and collections, administration, auditing and accounting, professional advice and consulting, surveys, marketing, service delivery and customization, maintenance and operations, security incident verification and response, service notifications, fraud prevention, and services to improve our programming and advertising offerings. For example, Comcast uses service providers to process payments for us and we may share your payment information with those billing processors when you make a payment. Or, Comcast may use a service provider to obtain information about you to assess your credit and payment status.

The Comcast Family of Businesses

Comcast may share the information it collects with its affiliates that offer other Xfinity and Comcast-branded products, services, and applications. For example, if you use your Xfinity Service account information to create an Xfinity Mobile Service account, we may share your Service account information with the Comcast company that offers that service. We do this so that these companies can provide services to you and to make it easier for you to use Xfinity Mobile Service and other Xfinity services. We may also share information about you with other Comcast companies (including NBCUniversal-branded companies and other non-Comcast or non-Xfinity-branded affiliates) for marketing and advertising purposes when we have any required consent to do so.

Account Owners and Users

Comcast may disclose any information about a customer's account and use of the Services and their features to the primary account owner after appropriate authentication. The primary account owner may also authorize other users to access information on the account, and that may include data about you and your use of the Services.

Third Parties for Marketing Purposes

We will not share, sell, license, rent, or otherwise permit access to information that personally identifies you to an unaffiliated third party for that third party to market its products or services to you, unless we have the required consent to do so. Unless we have your affirmative "opt-in" consent, we will not sell or share any of your personally identifiable web browsing information, video activity data, sensitive information (such as financial account information or Social Security number), or call detail records that we collect from our cable system. We may, however, share de-identified or aggregate information with third parties for their own uses when those third parties commit to not re-identify that information or share it with others who may attempt to do so.

As permitted by federal law, we may disclose your name and address to non-governmental entities, such as charities or businesses, so long as such disclosure does not reveal, directly or indirectly, the extent of your use of the Services or the nature of any transaction you make over our cable system. You have the right to prohibit or limit this kind of disclosure by asking to be placed on our "do not disclose" list, as described in Section IV of this Notice ("Your Choices").

Other Third Parties

If you subscribe to our voice service, Comcast may disclose information about you to others in connection with features and services such as Caller ID, 911/E911, and directory services as follows:

- We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll-free 800 and similar numbers.
- We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records, inclusion in "reverse 911" systems, or to troubleshoot 911/E911 record errors.
- We may publish and distribute, or cause to be published and distributed, telephone directories in print, on the Internet, and on disks. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction to their use.
- We may also make subscriber names, addresses, and telephone numbers available, or cause such subscriber information to be made available, through directory assistance operators.
- We may provide subscribers' names, addresses, and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services.
- Once our subscribers' names, addresses, and telephone numbers appear in telephone directories or directory assistance, they may be sorted, packaged, repackaged, and made available again in different formats by anyone.

We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur.

If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, information about you and your subscription, including information that personally identifies you, will, in most instances, be one of the items transferred as part of the transaction. If this Notice will be changed as a result of such a transaction, you should refer below under "Changes to the Privacy Notice."

When Required by Law or To Protect Comcast and Others

There are times when we may be required by law to disclose information about you to third parties. These disclosures may be made with or without your consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant.

If you subscribe to our Xfinity video service, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a court order. In this case, the Cable Act (defined below in Section V) requires that you be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At the proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case.

If you subscribe to the Xfinity Internet, voice, or home security services, Comcast may be required to disclose information that personally identifies you to a governmental entity in response to a subpoena, court order, or search warrant, depending on the type of information sought. We are usually prohibited from notifying you of any such disclosures by the terms of the legal process. We may also seek your consent to disclose information in response to a governmental entity's request when that governmental entity has not provided the required subpoena, court order, or search warrant.

A non-governmental entity, such as a civil litigant, can seek information that personally identifies you or your use of the Xfinity video, Internet, or voice services only pursuant to a court order and we are required by the Cable Act to notify you of such court order. If Comcast is required to disclose information that personally identifies you to a private third party in response to a civil court order, we will notify you prior to making such disclosure unless legally prohibited from doing so.

We may also disclose information that personally identifies you as permitted by law and without your consent when it is necessary to protect our customers, employees, or property; in emergency situations; or to enforce our rights under our terms of service and policies.

IV. Your Choices

In many instances, you have choices about how we communicate with you and how we use and share your information.

Opting Out of Certain Marketing Communications

For your convenience, we have created a customer preference center where you can manage:

- your account communications and notifications;
- your marketing calls, texts, and direct mail preferences;
- your preference for door-to-door sales calls;
- promotional or commercial emails Comcast may send to you; and
- targeted advertising for third-party products and services based on your interests.

To manage your preferences, please visit our customer preference center at <https://customer.xfinity.com/#/users/me/notifications>. Once you sign in, you can review your options, get more information about the types of marketing activities you can opt out of, and make your choices. If you change your mind, you can return any time to update your preferences.

We understand that sometimes you may want to speak to a Comcast representative who can assist you with these choices. You can contact Comcast at 1-800-XFINITY and ask us to put your name on our internal company "do not call," "do not mail," or "do not knock" list. You may also contact us at this number and ask to be placed on the "do not disclose" list, which will let us know that you do not want us to share your name and address with third parties, as described above.

If you prefer to contact Comcast in writing instead of by telephone, you may send a written request to the address listed below under "How Do I Contact Comcast?" Be sure to include your name and address, your Comcast account number, and a daytime telephone number where we can reach you. The person who is identified in our billing records as the customer should sign the written request. If you have a joint account, a request by one party will apply to the entire account; for multiple accounts, your notice must separately identify each account covered by the request. If you are writing to opt-out of marketing calls, you must state the phone numbers or addresses that you wish to be placed on the relevant lists.

Opting In to the Use of CPNI to Market Additional Products and Services to You

If you subscribe to Xfinity voice service, when you are interacting with one of our customer service representatives, such as on a call, in our offices, or during an online chat session, we may ask you for your oral consent to the use of your customer proprietary network information or "CPNI" for the purpose of reviewing your account and providing you with an offer for other products and services. If you provide consent, Comcast may use your CPNI only for the duration of that telephone call or discussion in order to offer you additional services. If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe.

V. Your Rights under Federal and State Law

This Notice is designed to comply with federal and state law requirements, including California law, which is applicable to our customers located in California who are served by a cable television corporation.

The Cable Act and Personally Identifiable Information

This Privacy Notice is designed to comply with Section 631 of the federal Cable Communications Policy Act of 1984, as amended, (the "Cable Act"). The Cable Act permits Comcast to use the cable system to collect personally identifiable information about you. Personally identifiable information is information that identifies you specifically; it does not include de-identified, anonymous, aggregate, or other data that does not identify you. We may collect personally identifiable information when it is necessary to render cable services or other services to you and to detect unauthorized reception or use of the services. We may use the cable system to collect personally identifiable information about you for additional purposes with your prior written or electronic consent. The Cable Act also permits Comcast to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to you; required by law or legal process; or limited to your name and address, subject to your opt-out consent. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities as described in this Notice.

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act or other applicable laws, we encourage you to contact us directly as described below in "How Do I Contact Comcast?" in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

This Privacy Notice neither supersedes, enhances, nor modifies any arbitration agreement to which you may be bound as a subscriber to one or more of the Services.

The Communications Act and CPNI

Section 222 of the Communications Act of 1934, as amended (the "Communications Act"), provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of telecommunications services, as well as Xfinity voice services, and the information about those services contained on your bill. This information is known as customer proprietary network information or "CPNI." CPNI does not include your name, address, and telephone number, which is defined by the Communications Act as "subscriber list information." However, that information is otherwise considered personally identifiable information.

If you are a customer of Xfinity voice service or another Service that is subject to these requirements, you have the right, and Comcast has a duty, under the Communications Act and other applicable laws, to protect the confidentiality of your CPNI. In addition, the FCC's rules provide additional privacy protections and choices regarding use and sharing that are specific to our voice services that we describe in this Notice.

VI. Accessing and Correcting Information

It is important that your account records contain accurate information. You may correct or update information about your account as described below. We will correct our records upon reasonable verification that the changes you request are proper.

If you have Internet access, you can view and change certain information yourself by going to www.xfinity.com and signing in with your Comcast username and password to access the My Account feature. If you are a home security customer, you can go to the subscriber portal at www.xfinity.com/xhportal. You may also call 1-800-XFINITY and speak to a customer service representative.

If you would like to examine your own personally identifiable information, you may do so at your local Comcast office upon reasonable prior notice to us and during our regular business hours. To do so, please contact us by mail at the address below or telephone at 1-800-XFINITY, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment. You will need to provide proper identification and you will only be permitted to examine the personally identifiable information in your account and no other account.

If you make an affirmative, written request for a copy of your Xfinity voice CPNI, we will disclose to you the relevant information we have at your account address of record, or to any person authorized by you, if we reasonably believe the request is valid. However, subscribers to our Xfinity voice services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we do not furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next available publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers that are not owned by us.

Comcast reserves the right to charge you for the reasonable cost of retrieving and photocopying any documents that you request.

VII. Other Important Information

Protecting the Information We Collect

We follow industry-standard practices to secure the information we collect to prevent the unauthorized access, use, or disclosure of information about our customers. These security practices include technical, administrative, and physical safeguards, which may vary, depending on the type and sensitivity of the information. Although we take the responsibility of safeguarding your information seriously, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information.

Data Retention

Comcast maintains information that personally identifies you in our regular business records while you subscribe to one or more of the Services. We also maintain this information for a period of time after you no longer subscribe to a Service if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These purposes typically include business, legal, or tax purposes. If these purposes no longer apply, we will destroy, de-identify, or anonymize the information according to our internal policies and procedures.

Changes to the Privacy Notice

As required by the Cable Act, we will provide you with a copy of the current Privacy Notice at the time we enter into an agreement to provide any cable service or other service to you, and annually afterwards, or as otherwise permitted or required by law.

We may modify this Notice at any time. You can view the most current version of this Notice by going to <http://www.xfinity.com/Corporate/Customers/Policies/CustomerPrivacy.html>. If we make material changes to this Privacy Notice, then we will provide you at least 30 days' notice and will also notify you by e-mail, direct mail, bill messaging, or other reasonable methods that we select. If you continue to use the service following notice of the changes, we will deem that to be your acceptance of and consent to the changes in the revised Privacy Notice. If we make material changes that will result in a new use, disclosure, or permission of access to previously collected information that personally identifies you, we will obtain your opt-in consent before implementing those specific changes.

How Do I Contact Comcast?

If you have any questions or suggestions regarding this Privacy Notice, or wish to contact us about your personally identifiable information, please reach us as follows:

Phone: 1-800-XFINITY

Website: <http://customer.xfinity.com/contact-us/>

Mail: Comcast Cable Communications, LLC

Attn: Law Department - Customer Privacy Notice

One Comcast Center

Philadelphia, PA 19103-2838

Revised and effective: January 1, 2018

IMPORTANT INFORMATION FOR XFINITY TV CUSTOMERS

SERVICE PROBLEMS

You will find helpful information for troubleshooting TV picture or signal quality issues at www.xfinity.com/support. If the problem does not clear up, please feel free to chat with us at www.xfinity.com/support/contact-us or call us at 1-800-XFINITY, and a customer service representative will attempt to address that issue. We will try to resolve any complaints you have concerning the quality of our signals promptly and efficiently. We will respond to your report of a service interruption no later than 24 hours after you notify us, except in extraordinary circumstances or where conditions are beyond our control. We will respond to your report of other service problems no later than the next business day after you notify us. We may need access to your home in order to correct a service related issue. If a service call is required it will be scheduled at a time convenient to you. If you are dissatisfied with our resolution of your service problem, you may contact your local franchising authority to discuss the problem with your service. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

SERVICE OR BILLING COMPLAINTS

Information regarding your Xfinity services and billing is available through My Account at www.xfinity.com. You also may download the Xfinity My Account app to your smartphone or other device for quick access to up to date information on your account. If you have a complaint regarding your Xfinity TV service or your bill, you will find information on contacting us through chat or by phone at <https://www.xfinity.com/support/contact-us>. Also, you can visit us at one of our Xfinity store locations. Visit <https://www.xfinity.com/support/service-center-locations/> to find the Xfinity store closest to you. If you wish to put your comments in writing, your letter should be addressed to us at the local address listed on the How To Reach Us insert. We will try to resolve your complaint promptly. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact your local franchising authority to discuss your complaint. If your local franchise authority information is not listed on your bill, please call us at 1-800-XFINITY for the name and address of your local franchising authority.

If you have a complaint regarding closed captioning please email us at accessibility@comcast.com or call us at 1-855-270-0379.

MOVING

Before you move, please call us at 1-800-XFINITY. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home, if your new home is in our service area.

EQUIPMENT COMPATIBILITY

Xfinity TV service is encrypted and requires a TV Box, TV Adapter, CableCARD or other navigation device that is compatible with our system for each television you wish to use with our service. You may not be able to use special features or functions of your television, VCR or DVD player/recorder with Xfinity TV service. Some of these problems may be resolved by the use of signal splitters, and/or other supplemental equipment that can be purchased from us or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

If you have a TiVo digital cable-ready DVR, you can access switched digital video services by obtaining a "tuning adapter" device. If you have a TiVo DVR or other digital cable-ready devices, you will need a TV Box, TV Adapter, or CableCARD from us to access switched digital video and other two-way cable services. Upon your request, we will provide you with the technical parameters necessary for a navigation device rented or acquired from retail outlets to operate with our system. Because of the need to protect our Xfinity TV service, we will not authorize the use of a navigation device that does not conform to all required signal security specifications. For information regarding other navigation devices, please go to <https://www.xfinity.com/support>.

REMOTE CONTROL UNITS

If you rent a TV Box or TV Adapter from us we will provide a compatible remote control. Also, you may purchase compatible remotes at local electronic stores or other retail outlets. A representative list of compatible remote control models currently available from local retailers includes: Phillips PHL PMDVR8, RCA RCR612, and Sony RM-V202. A list of additional compatible remotes may be obtained from your local Xfinity store. Although these remote control units are compatible with the TV Box or TV Adapter that we currently offer, these remotes may not be functional if we change the type of TV Box or TV Adapter we rent. If you have any questions regarding whether a particular remote control unit would be compatible with our equipment, please contact us.

SERVICE CHANGES AND INSTALLATION

Standard installations are generally completed within 7 business days. If you change the services you receive, you may be subject to an installation or change of service charge. You may obtain additional information about our current services, fees and prices online at www.xfinity.com or by calling us at 1-800-XFINITY.

OTHER INFORMATION

Information on upcoming programmer contract expirations can be found at www.xfinitytv.com/contractrenewals or by calling 866-216-8634. For those of our customers receiving service through commercial accounts, bulk rate arrangements or similar arrangements, some of the policies, procedures and services herein may not apply. Please call us at 1-800-XFINITY to talk to one of our customer service representatives for further information.



INFORMACIÓN IMPORTANTE PARA LOS CLIENTES DE XFINITY TV

PROBLEMAS CON EL SERVICIO

Si tiene problemas con la calidad de la señal o la imagen de TV, encontrará información útil para resolverlos en www.xfinity.com/support. Si el problema no se resuelve, no dude en contactarnos por chat en www.xfinity.com/support/contact-us o llamarnos al 1-800-XFINITY. Un representante de atención al cliente intentará resolver el problema. Trataremos de resolver toda queja relativa a la calidad de la señal de manera oportuna y eficiente. Si denuncia una interrupción en el servicio, responderemos a su denuncia en el transcurso de 24 horas, excepto en circunstancias extraordinarias o en el caso de condiciones que estén fuera de nuestro control. Si denuncia otros problemas con el servicio, responderemos a más tardar el día hábil siguiente al día en el que nos notifique. Es posible que, para corregir un problema con el servicio, debamos acceder a su hogar. Si se necesita una visita de servicio, la programaremos para un horario que le quede cómodo. Si no está satisfecho con la resolución del problema, puede ponerse en contacto con la autoridad local de franquicias para discutirlo. Si la información sobre la autoridad local de franquicias no se indica en la factura, llámenos al 1-800-XFINITY para obtener el nombre y la dirección de dicha autoridad.

QUEJAS RELATIVAS AL SERVICIO Y LA FACTURACIÓN

Puede acceder a información sobre sus servicios Xfinity y la facturación de los mismos a través de la sección My Account (Mi Cuenta) en www.xfinity.com. También puede descargar la aplicación My Account de Xfinity a su teléfono inteligente u otro dispositivo para acceder rápidamente a información actualizada sobre su cuenta. Si tiene una queja sobre el servicio Xfinity TV o su factura, puede encontrar la información necesaria para contactarnos por chat o por teléfono en <https://www.xfinity.com/support/contact-us>. También puede visitarnos en una de las tiendas de Xfinity. Visite <https://www.xfinity.com/support/service-center-locations/> para encontrar la más cercana. Si desea poner sus comentarios por escrito, debe enviarnos su carta a la dirección local que figura en el cuadro How To Reach Us (Cómo ponerse en contacto con nosotros).

Intentaremos resolver su queja de manera oportuna. Si no está satisfecho con la resolución de su queja o no podemos resolverla, puede ponerse en contacto con la autoridad local de franquicias para discutir su queja. Si la información sobre la autoridad local de franquicias no se indica en la factura, llámenos al 1-800-XFINITY para obtener el nombre y la dirección de dicha autoridad.

Si tiene una queja relativa a los subtítulos, envíenos un correo electrónico a accessibility@comcast.com o llámenos al 1-855-270-0379.

MUDANZAS

Antes de mudarse, tenga a bien llamarnos al 1-800-XFINITY. Esta es la mejor manera de coordinar la desconexión del servicio y programar la instalación en su nuevo hogar si el mismo está dentro de nuestra zona de servicio.

COMPATIBILIDAD ENTRE EQUIPOS

El servicio Xfinity TV está cifrado y requiere, por cada televisor con el que desee usar el servicio, un decodificador de TV, un adaptador de TV, una tarjeta CableCARD u otro dispositivo de navegación que sea compatible con nuestro sistema. Posiblemente no pueda utilizar funciones o características especiales de su televisor, su videograbadora o su reproductor/grabador de DVD junto con el servicio Xfinity TV. Algunos de estos problemas se pueden resolver mediante el uso de divisores de señal y/u otros equipos complementarios que se pueden comprar en nuestra empresa o en tiendas de electrónica. Llámenos si quiere discutir qué tipo de equipos especiales necesitaría para resolver problemas de compatibilidad específicos o si tiene preguntas acerca de otros problemas de compatibilidad entre equipos.

Si tiene una videograbadora digital TiVo apta para televisión por cable, puede acceder a servicios de video digital conmutados mediante un "adaptador de sintonización". Si tiene una videograbadora digital TiVo u otros dispositivos digitales aptos para televisión por cable, necesitará que le proveamos un decodificador de TV, un adaptador de TV o una tarjeta CableCARD para acceder al servicio de video digital conmutado y a otros servicios bidireccionales por cable. Si lo solicita, le proporcionaremos los parámetros técnicos necesarios para un dispositivo de navegación que alquile o compre en nuestros puntos de venta minorista para usar con nuestro sistema. Debido a la necesidad de proteger nuestro servicio Xfinity TV, no autorizaremos el uso de dispositivos de navegación que no cumplan con todas las especificaciones necesarias para la seguridad de la señal. Para obtener información sobre otros dispositivos de navegación, visite <https://www.xfinity.com/support>.

UNIDADES DE CONTROL REMOTO

Si usted alquila uno de nuestros decodificadores o adaptadores de TV, le proveeremos un control remoto compatible. También puede comprar un control remoto compatible en una tienda electrónica local u otro punto de venta minorista. La siguiente es una lista representativa de los modelos de control remoto disponibles en tiendas minoristas locales: Philips PHL PMDVR8, RCA RCR612, y Sony RM-V202. En su tienda Xfinity local podrá obtener una lista de otros controles remotos compatibles. Aunque estas unidades de control remoto son compatibles con el decodificador y el adaptador de TV que ofrecemos actualmente, es posible que no funcionen si cambiamos el tipo de decodificador o adaptador de TV que le alquilamos. Si tiene dudas acerca de si una determinada unidad de control remoto sería compatible con nuestros equipos, póngase en contacto con nosotros.

CAMBIOS EN EL SERVICIO E INSTALACIÓN

Las instalaciones estándar generalmente se terminan en el transcurso de 7 días hábiles. Si cambia los servicios que recibe, es posible que se le cobre una tarifa de instalación o una tarifa por cambio de servicio. Para obtener más información sobre nuestros servicios, tarifas y precios actuales, visite www.xfinity.com o llámenos al 1-800-XFINITY.

INFORMACIÓN ADICIONAL

Para obtener información sobre los próximos vencimientos de los contratos de programación, visite www.xfinitytv.com/contractrenewals o llame al 866-216-8634.

Para aquellos clientes que reciben el servicio a través de una cuenta comercial, acuerdos de tarifas grupales o acuerdos similares, es posible que no correspondan algunas de las políticas, procedimientos o servicios que se describen en el presente documento. Llámenos al 1-800-XFINITY para hablar con uno de nuestros representantes de atención al cliente y obtener más información.

**SERVICE AREA /
ÁREA DE SERVICIO**

MA, NH & ME

PHONE NUMBERS

Billing/Repair

New Services/Sales /

NÚMEROS DE TELÉFONO

Facturación/Reparación

Nuevos servicios/Ventas

1-800-266-2278

**OFFICE HOURS /
HORARIO LABORAL**

Please check your monthly billing statement for the location and hours of operation of the nearest customer service office.

**MAILING/OFFICE ADDRESS /
DIRECCIÓN DE CORREO/DE LA OFICINA**

Comcast

1 Comcast Center

Philadelphia, PA 19102

**PUBLIC INFORMATION OFFICES/
FRANCHISE AUTHORITIES /
OFICINAS DE INFORMACIÓN PÚBLICA/
AUTORIDADES DE LA FRANQUICIA**

Consumer Division of the Department of
Telecommunications and Cable

1-800-392-6066

1000 Washington Street, Suite 820

Boston, MA 02118

Office of the Attorney General
Consumer Protection and Antitrust Bureau
33 Capital Street
Concord, NH 03301

Office of the Attorney General
Consumer Information and Mediation Service
6 State House Station
August, ME 04333

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT

Merrimack Superior Court
5 Court Street
Concord NH 03301

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION



Case Name: **Reagan Melanson, et al v Town of Pembroke**
Case Number: **217-2020-CV-00025**

Date Complaint Filed: January 10, 2020

A Complaint has been filed against Town of Pembroke in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

March 02, 2020	Kyrie McCarthy; Reagan Melanson shall have this Summons and the attached Complaint served upon Town of Pembroke by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.
March 23, 2020	Kyrie McCarthy; Reagan Melanson shall electronically file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
30 days after Defendant is served	Town of Pembroke must electronically file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent electronically to the party/parties listed below.

Notice to Town of Pembroke: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Bartram C. Branch, Jr., ESQ

Town of Pembroke

Backus Meyer & Branch LLP 116 Lowell Street PO Box 516
Manchester NH 03105-0516
311 Pembroke Street Pembroke NH 03275

BY ORDER OF THE COURT

January 17, 2020

(126849)

Catherine J. Ruffle
Clerk of Court

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Merrimack Superior Court
5 Court Street
Concord NH 03301

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

NOTICE TO DEFENDANT

Case Name: **Reagan Melanson, et al v Town of Pembroke**
Case Number: **217-2020-CV-00025**

You have been served with a Complaint which serves as notice that this legal action has been filed against you in the **Merrimack Superior Court**. Review the Complaint to see the basis for the Plaintiff's claim.

Each Defendant is required to electronically file an Appearance and Answer 30 days after service. You may register and respond on any private or public computer. For your convenience, there is also a computer available in the courthouse lobby.

If you are working with an attorney, they will guide you on the next steps. If you are going to represent yourself in this action, go to the court's website: www.courts.state.nh.us, select the Electronic Services icon and then select the option for a self-represented party.

1. Complete the registration/log in process. Click Register and follow the prompts.
2. After you register, click Start Now. Select **Merrimack Superior Court** as the location.
3. Select "I am filing into an existing case". Enter **217-2020-CV-00025** and click Next.
4. When you find the case, click on the link and follow the instructions on the screen. On the "What would you like to file?" screen, select "File a Response to Civil Complaint". Follow the instructions to complete your filing.
5. Review your Response before submitting it to the court.

IMPORTANT: After receiving your response and other filings the court will send notifications and court orders electronically to the email address you provide.

A person who is filing or defending against a Civil Complaint will want to be familiar with the Rules of the Superior Court, which are available on the court's website: www.courts.state.nh.us.

Once you have registered and responded to the summons, you can access documents electronically filed by going to <https://odypa.nhecourt.us/portal> and following the instructions in the User Guide. In that process you will register, validate your email, request access and approval to view your case. After your information is validated by the court, you will be able to view case information and documents filed in your case.

If you have questions regarding this process, please contact the court at 1-855-212-1234.

STATE OF NEW HAMPSHIRE

MERRIMACK COUNTY, SS

SUPERIOR COURT

Reagan Melanson b/p/n/f)
Cole Melanson and Kyrie McCarthy)

Plaintiff,)

Civil No. 217-2020-CV-00025

v.)

Town of Pembroke)

Defendant,)

COMPLAINT

Parties

1. Plaintiffs, Cole Melanson and Kyrie McCarthy are the parents of Reagan Melanson, a minor child, date of birth August 2, 2012 and together they reside at 46 Glass Street, Apt. 6, Pembroke, NH 03275.

2. Defendant, The Town of Pembroke, is a municipal corporation with a principle address of 311 Pembroke Street, Pembroke, NH 03275.

JURY REQUEST

3. The plaintiff hereby requests a jury trial in this matter.

JURISDICTION

4. Subject matter jurisdiction is conferred upon the Superior Court pursuant to RSA 491:7. Venue is appropriate in Merrimack County as the accident giving rise to

this claim occurred on the certain premises located in Pembroke, New Hampshire and the plaintiff and her parents reside in Pembroke, New Hampshire. Pembroke, New Hampshire is located in the jurisdiction of Merrimack County.

COUNT I

5. The plaintiff repeats and re-alleges paragraphs 1, 2, 3 and 4 as fully set forth herein and in support thereof states as follows;

6. The defendant is the owner and maintains certain recreational fields contained within the Town limits residents of the Town which are permitted to be used for certain permitted activities including but not limited to birthday parties;

7. That on or about August 3, 2019 Reagan Melanson and her parents were participating in a birthday party at the field and while Reagan was playing on the property she sustained a significant injury;

8. That the defendant as a municipal corporation owes a duty of due care to its citizens including but not limited to a duty to exercise reasonable care in the supervision, maintenance and operation of the field where Reagan Melanson was injured said duty including but not being limited to operating and maintaining the property in a reasonably safe condition and to avoid the creation of unreasonable risks of damage and harm;

9. That the defendant breached the duty aforesaid by allowing a dangerous condition to exist on the premises in the form of a water spigot which had it's handle removed resulting in a condition which if a young child brushed against it a sharp piece of metal could cause a deep laceration as in fact occurred in this instant action;

10. Therefore that the defendant's breach of its duty to maintain the premises in a reasonably safe manner in the form of a water spigot lacking a handle with multiple sharp edges proximately resulted in the plaintiff's injury and the breach of the duty by the defendant to maintain the premises in a reasonably safe manner proximately caused damages to the plaintiff in the form of a deep laceration which required significant medical treatment to address and which left a scar;

11. That as a direct and proximate result of the breach of the duties as aforesaid the plaintiff was caused to suffer severe permanent personal injuries, loss of earning capacity, medical bills, loss of income, loss of use of assets, pain and suffering, hedonic damages, emotional distress and all of the damages permitted under New Hampshire law.

12. That the above damages are in an amount within the minimum or maximum jurisdictional limits of this Court and the plaintiffs demand judgment in the form of full, fair and adequate compensation for all of her damages.

Respectfully submitted,
REAGAN MELANSON b/p/n/f
COLE MELANSON and
KYRIE MCCARTHY
By her attorneys,
Backus, Meyer & Branch, LLP

Date:

12/30/17

By:

BJ Branch Esq., NH Bar #385
P.O. Box 516
116 Lowell Street
Manchester, NH 03105
(603) 668-7272

James R. St. Jean AUCTIONEERS

RECEIVED

JAN 22 2020

TOWN OF
PEMBROKE, NH

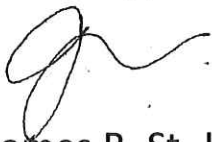
January 20, 2020

Dear Abutter:

You are receiving this letter because you own property that abuts the parcel that the Town of Pembroke is selling at public auction on Thursday, February 13, 2020 beginning at 3:00pm. The sale will be held on site at 2-4 Prospect Street, Pembroke, NH. Enclosed with this letter is a brochure detailing the offering along with the Terms & Conditions of the sale.

If you have any questions or concerns about the parcel or the auction process, please do not hesitate to call our office. We hope to see you at the sale.

Sincerely,



James R. St. Jean

James R. St. Jean Auctioneers
Epping, NH

TAX DEEDED PROPERTY IN PEMBROKE, NH AT PUBLIC AUCTION

TWO-FAMILY HOME

THURSDAY, FEBRUARY 13 AT 3:00 PM
2-4 PROSPECT STREET, PEMBROKE, NH



— SALE TO BE HELD ON SITE —

ID#20-124 • 2½ Story two-family home located on a residential zoned 0.17 ± acre corner lot close to the center of Pembroke • 1903 built home offers a total of 3,640± SF GLA, 4 BR, 3.5 BA & a unfinished basement • Vinyl siding, detached 2-car garage, open front porches, enclosed side porches, finished attic space, side patio, heat is provided by FHW/Oil heat • Served by public water and sewer.

Real Estate & Tax Data: Tax Map VW, Lot 97,
Assessed value: \$308,900, 2019 taxes: \$7,284.

Preview: One hour prior to sale and by appointment with auctioneers.

Terms: \$5,000 deposit by cash, certified check, or bank check at time of sale, additional deposit to increase total deposit to 10% of bid price due within 5 business days, balance of purchase due within 30 days from the sale date. The Town of Pembroke reserves the right to reject any and all bids. **Auctioneer's Note:** Conveyance by Quitclaim Deed. The property will be sold **"AS IS, WHERE IS"** in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises. The premises will be sold subject to all outstanding liens, if any.

10% BUYER'S PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

All information herein is believed but not warranted to be correct. All interested parties are advised to make independent investigations of all matters they deem relevant.

ADDITIONAL INFORMATION & PHOTOS ARE AVAILABLE ON OUR WEBSITE

James R. St. Jean
A U C T I O N E E R S

45 Exeter Road, Epping, NH 03042, NH Lic. #2279

603-734-4348 ■ www.jsjauctions.com





RECEIVED
JAN 27 2020
TOWN OF
PEMBROKE, NH

January 23, 2020

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

Re: Xfinity TV Updates

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about Xfinity TV changes. In a letter dated October 14, 2019, we informed you that as of December 10, 2019, we would add Epix programming to certain packages and remove Starz programming from those packages. While we did add Epix to those packages, we delayed the removal of Starz programming. We will now be removing Starz from those packages as of February 11, 2020.

As part of our new agreement with Starz, the channel will be available to Xfinity customers separately from those packages at a reduced rate of \$8.99 per month and StarzEncore, StarzEncore Westerns, StarzEncore Black and StarzEncore Action will be included with that subscription to Starz. In addition, effective January 16, 2020, StarzEncore Black, ch. 1777, was added to Digital Preferred; and January 21, 2020, TUDN HD, ch. 1229, was added to Digital Preferred, Xfinity Latino TV and Deportes.

On February 4, 2020, the following channels will be added: RAI Italia SD: 3295, RAI Italia HD: 3280, Band Intl SD: 3291 and Band Intl. HD: 3211.

Effective February 20, 2020, Music Choice Relax will be \$5.99/per month and Music Choice Karaoke will be \$6.99 per month.

On March 24, 2020, Starz Encore Classic & Movieplex will no longer be available through Xfinity; and the International networks available with Xfinity TV will only be shown on channels 3100 – 3299. For information international channels(s), please visit xfinity.com/InternationalNetworks.

Customers are receiving this information via bill message. If you have any questions, please feel free to contact me at 603.333.2479.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs

Moto

David Jodoin

From: Derik Goodine <DGoodine@allentownnh.gov>
Sent: Tuesday, January 28, 2020 7:29 PM
To: djodoin@pembroke-nh.com
Subject: heads up

Just so you know my EDC Committee is preparing proclamations for the Selectmen in Allentown to approve for Doctor Hervern in Allentown, and possibly Dr Albee from Suncook Dental in Pembroke. The reason I am sending this to you because I am unsure if the Selectmen will vote to do the proclamation for Dr. Albee or not. At least one was thinking we should only be doing proclamations for businesses in Allentown, but anyway, one of the Selectboard members felt it we should at least tell you what may happen. I think the thinking was in case Pembroke wanted to do a proclamation honoring the retirement in addition to Allentown, and give you a the opportunity to do the same if you do those things on that side of the river.

Anyway, I hope all is well.

Derik Goodine

Town Administrator

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