AGENDA
BOARD OF SELECTMEN
October 19, 2020 AT 6:30 PM
TOWN HALL, PAULSEN MEETING ROOM

I. CALL TO ORDER

II. CITIZEN COMMENT

III. SCHEDULED MEETINGS:

a. Public Hearing – Approval of PILOT Agreement w/Pembroke Solar, LLC
b. Public Hearing – Chapter 180-9 Parking
c. Public Hearing – Chapter 191-19 Time Limit Parking
d. Public Hearing Chapter 191-20 One Way Streets
e. Chief Paulsen – 2021 Budget review

IV. OLD BUSINESS:

a. COVID Travel and Quarantine Policy

V. NEW BUSINESS:

a. Approval of 2021 – 2023 Catch Basin Cleaning Bids
b. Approval of 2021 Health and Dental rates
c. Approval of Street names San Ken Development
d. Approval of License Agreement with GTP Towers
e. Approval of Hazard Mitigation Grant - CNHRPC
f. DPW request to pave
g. Authorization to sign State Municipal Work Zone Agreement
h. Amend previous authorization for Body Cameras
i. Discussion on Potential Dates for Upper Beacon Public Hearing
j. Appointments
k. Manifest/Abatements
l. Minutes 10/5/20

VI. TOWN ADMINISTRATOR REPORT

VII. COMMITTEE REPORTS

VIII. OTHER/CITIZEN COMMENT

IX. Non Public Session

RSA 91-A: 3 II (b) HIRING PUBLIC PERSONNEL

X. ADJOURN

PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN THE TOWN OF PEMBROKE AND PEMBROKE SOLAR, LLC

This Payment in Lieu of Taxes (PILOT) Agreement (hereinafter "Agreement") is made under New Hampshire Revised Statutes Annotated (NHRSA) 72:74, this _____ day of _____ 2020, between the Town of Pembroke, New Hampshire ("Town") and Pembroke Solar, LLC, ("PS"), a Delaware limited liability company having an office at c/o OED Granite Apollo, LLC, 114 North Main Street, 4th Floor, Concord, NH 03301 (hereinafter together "the Parties").

Background

PS seeks to develop a renewable solar-powered electric generating facility (the "Facility") erecting solar arrays and transmissions lines in the Town of Pembroke. The Facility will be located near Pembroke Street in the southwest section of the Town, with road access from Broadway. PS estimates that the Facility will have 17.5 MW of generation capacity.

PS will construct the facility on land it will lease from Pembroke Meadows, LLC, identified on Town tax maps as tax lots 264-7, 264-4, 266-25-4, 266-26, and 567-1.

The Facility will be a "renewable generation facility", as defined in NHRSA 72:73. Under NHRSA 72:74, the owner or lessee of a renewable generation facility and the governing body of the municipality in which the facility is located may, after a public hearing, enter into a voluntary agreement to make payments in lieu of taxes.

PS and the Town desire to enter into such a PILOT agreement under NHRSA 72:74.

NOW THEREFORE, the Parties hereto agree as follows:

Terms and Conditions

1. Payments in Lieu of Taxes. PS will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3, 4, and 5 below. These PILOT payments will be in lieu of any, and all, *ad valorem* real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.

2. Term. Mindful of RSA 72:74, VI and VII, the Parties have determined that a long-term agreement provides predictability of tax revenues and expenses, and therefore a PILOT agreement in excess of five (5) years would be advantageous to both the Town and PS. Accordingly, the term of this Agreement shall be the Construction Term, as defined below, followed by a twenty (20) year period.

3. Construction Term. The Construction Term shall be the period beginning when PS obtains possession of the properties listed above and ending on the earlier of two years after the date of possession, or when the Facility begins commercial operations, unless extended by agreement of PS and the Town. During the Construction Term, PS shall make the following PILOT payments to the Town:
    a. Twenty-Six Thousand Two Hundred Fifty and 00/100 Dollars ($26,250.00) within thirty (30) days of the start of the Construction Term;
    b. A second Twenty-Six Thousand Two Hundred Fifty and 00/100 Dollars ($26,250.00) within thirty (30) days of the one (1) year anniversary of the start of the Construction Term;
    c. If the Facility has not commenced commercial operations within twenty-four (24) months of the start of the Construction Term, and PS still plans to complete construction and operate the Facility, then PS and the Town will enter into good faith discussions to identify further interim PILOT payments during the Construction Term. If the Parties cannot reach an agreement, then this Agreement shall terminate.

4. PILOT Payments for Twenty (20) Year Primary Term. The Primary Term begins once the Facility commences commercial operations. Subject to possible adjustments under Section 5 below, annual PILOT payments to the Town for the twenty (20) year Primary Term shall begin at the rate of Fifty-Two Thousand Five Hundred and 00/100 Dollars ($52.500.00) per year in the tax year that begins April 1 following the date on which the Facility commences commercial operations. The rate for annual PILOT payments will increase 2.5% (two and one half percent) cumulatively in each successive year of the Primary Term.

PS's payments to the Town in lieu of taxes during the Primary Term covered by this Section 4 will be as follows:

Year	Payments in lieu of Taxes
1	$ 52,500.00
2	$ 53,812.50
3	$ 55,157.81
4	$ 56,536.76
5	$ 57,950.18
6	$ 59,398.93
7	$ 60,883.90
8	$ 62,406.00
9	$ 63,966.15
10	$ 65,565.31
11	$ 67,204.44
12	$ 68,884.55
13	$ 70,606.66
14	$ 72,371.83
15	$ 74,181.13
16	$ 76,035.65
17	$ 77,936.55
18	$ 79,884.96
19	$ 81,882.08
20	$ 83,929.13

5. Potential Adjustment of PILOT Payments.

   a. Increase in Capacity: In the event PS upgrades the Facility during the term of this Agreement in such a way as to increase the Facility's total capacity,

then PS will adjust PILOT payments upward beginning in the next tax year by the percentage of the increase in capacity.

b. Reduction in Capacity: If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced from the previous tax year due to: (i) damage caused by natural forces, (ii) operation restrictions caused by a change in law, regulation, ordinance, or industry management standards, or (iii) the permanent cessation of the Facility's operations, the PILOT payment will be adjusted downward based on the percentage of the Facility that is no longer functional. In the case of clause (iii) above, this Agreement will terminate.

6. Payment of Amounts Due. Other than the Construction Term payments, which shall be made as set forth in Section 3 above, PS shall make the PILOT payments to the Town due hereunder for any given tax year in the Primary Term in four equal installments on March 1, June 1, September 1, and December 1.

7. Non-Payment. Non-payment of any payment due the Town shall constitute default. In the event of default for non-payment of the payments required pursuant to this Agreement, the Town, in addition to such other rights available at law or equity, shall be entitled to issue such notices and exercise all rights available to the Town pursuant to RSA Chapter 80. It shall not be a defense to such a proceeding that PS is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

8. Public Hearing. Prior to signing this Agreement, the Town shall hold a public hearing as required by NHRSA 72:74, I. The Town shall provide notice of such hearing as required by law.

9. Current Use Tax. Within three months of commencement of the Construction Term, PS agrees to make an additional payment to the Town of $41,153.97, in lieu of land use change taxes.

10. Other Taxes Not Covered. This Agreement covers only *ad valorem* real estate taxes and land use change taxes payable under NHRSA Chapters 72 and 79-A. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

11. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the Town:	Town of Pembroke 313 Pembroke St. Pembroke, NH 03275
For PS:	Pembroke Solar, LLC c/o OED Granite Apollo, LLC 114 N. Main Street, 3rd Floor Concord, NH 03301
With a copy to:	Nixon Peabody LLP 900 Elm Street Manchester, NH 03101 Attention: Mark E. Beaudoin, Esquire

In the event of a change in address of any party listed above, the responsible signatory (PS in the case of itself, or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

12. Miscellaneous.

a. New Hampshire law shall apply in construing and interpreting this Agreement. In the event any court having jurisdiction shall hold any term of this Agreement, or the application of any such term, invalid, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

b. The terms and provisions contained in this Agreement constitute the final Agreement between the Parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both Parties hereto.

c. PS shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the Parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the Parties, their assigns and successors. PS shall provide written notice to the Town of any sale, transfer, or assignment not less than thirty (30) days prior to such sale, transfer or assignment taking effect.

d. Section titles or subject headings in this Agreement are for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

e. The Parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

[Signature page follows]

TOWN OF PEMBROKE, NEW HAMPSHIRE
By its Select Board:

_____
Ann Bond, Chair

_____
Sandy Goulet, Vice Chair

_____
Michael Crockwell, Member

_____
Karen Yeaton, Member

_____
Richard Bean, Member

PEMBROKE SOLAR, LLC

By: _____
Michael Caplan, President

§ 180-8 School cancellation

In the event of a storm on a school day, the Pembroke Academy Headmaster shall contact the Hill School Principal and have him/her contact the Police Department to determine the safety of students using school buses. The Headmaster and Principal shall make the decision to cancel or postpone school for that day and contact the Director of Public Works to let him/her know their decision.

§ 180-9 Parking

The Town has instituted a winter parking ban from January 1st through March 31st from 12 midnight through 6AM. The Director of public works also has the opportunity to at any time with notice declare a winter emergency parking ban. In the event that a parking ban is called, all notifications will be made to the news and radio stations as well as posting on the Town's website and social media sites.. If a snow emergency has been called, parking on the road is allowed for the following areas. Glass Street from Main Street to the United States Post Office. Main Street from the Allenstown Town Line bridge North to Broadway, Union Street from the Perry Eaton Building to Main Street. This is allowed so that the businesses can continue to operate.

§ 180-10 Damage to private property

The Town is not responsible and assumes no liability for damage to private property that is located within the public right-of-way (RSA 231:92). The right-of-way (ROW) is often 50' wide and, in most cases, extends 10 to 20 feet from either side of the paved or gravel road.

§ 180-11 Mail & newspaper boxes/Items in Town Right of Way

The Town's primary obligation is to ensure that its roadways are kept free of snow and ice. It is also understood that most mailboxes are located inside the public right of way and occasional damage to them is often unavoidable for various reasons. Therefore, there is a shared responsibility between the town and homeowner when mailboxes are damaged during snow removal operations. Any Highway Department employee who knows that damage was done to a mail / newspaper box during maintenance activity shall report the incident to his / her immediate supervisor immediately and any citizen may file a mail / newspaper box damage claim with the Public Works Department within (7) days of when the damage occurred. Upon investigation of the

Lindy Street		9:00 a.m. to 2:00 p.m. on trash days	
Main Street		9:00 a.m. to 2:00 p.m. on trash days	From Broadway to Turnpike
Maple Street		9:00 a.m. to 2:00 p.m. on trash days	
Millard Street		9:00 a.m. to 2:00 p.m. on trash days	
Pine Street		9:00 a.m. to 2:00 p.m. on trash days	
Pleasant Street		9:00 a.m. to 2:00 p.m. on trash days	
Prospect Street		9:00 a.m. to 2:00 p.m. on trash days	
Union Street		9:00 a.m. to 2:00 p.m. on trash days	From High Street to 6 Union Street

Also referenced in Chapter 133 Solid waste

§ 191-19 Schedule V: Time Limit Parking.

[Amended 7-6-1992; 5-17-1993; 7-9-2001 by Ordinance No. 01-6; Amended 12/5/2011 BOS Public Hearing]

In accordance with § 191-11, Article III, (1), no person shall park a vehicle for longer than the time limit shown upon any of the following described streets or parts of streets:

Name of Street	Side	Hours/Days	Location
Glass Street	North	2 hrs.; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	From Crescent street to bank entrance
Glass Street	South	2 hrs.; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	From Main Street to Post Office.
Main Street	Both	2 hrs.; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	From the town line to Broadway.
Central Street	South	2 hrs.; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	Main Street to Village Lane
Main Street	East	2 hrs; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	Town Line to Church Street, excluding the (1) 15 minute space North

			of Glass Street
Glass Street **[Added 5/19/14 BOS]**	East	15 Minute parking only	Front of Lavallee's Store
Church Street **[Added 5/19/14 BOS]**	East	2 hrs; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	Glass Street to Bank exit.

§ 191-20 Schedule VI: One-way Streets.

[Added 11-18-1996 by Ordinance No. 96-23]

In accordance with the provisions of § 191.7.2, the following described streets or parts thereof are hereby designated as one-way streets in the direction indicated:

Name of Street	Direction of Travel	Location
Central Street [Added 5-1-1998 by ord. No. 98-2]	East	For its full length from Main Street to Church Street
Crescent Street	North	For its full length from Glass Street to Central Street
Maple Street [Added by Board of Selectmen 9-19-2011 Public Hearing]	East	From High Street to Broadway
Pine Street Added by Board of Selectmen 9-19-2011 Public Hearing]	West	From Broadway to High Street

§ 191-21 Schedule VII: Speed Zones.

[Added 6-18-2001 by Ordinance No. 01-3]

In accordance with the provisions of § 191-7.1., the following described streets or parts thereof, shall be subject to the following speed limits:

Name of Street	MPH Limit	Location
Academy Road	35	Pembroke Street to Buck Street
Academy Road	25	In school zone while lights are flashing
Borough Road	30	Sheep Davis Road to North Pembroke

Main Street parking policy – change discussion, KYeaton

I think it might be helpful for us to step back and re-evaluate what problem we are trying to solve. I'm just going to throw out some observations that help me with that.

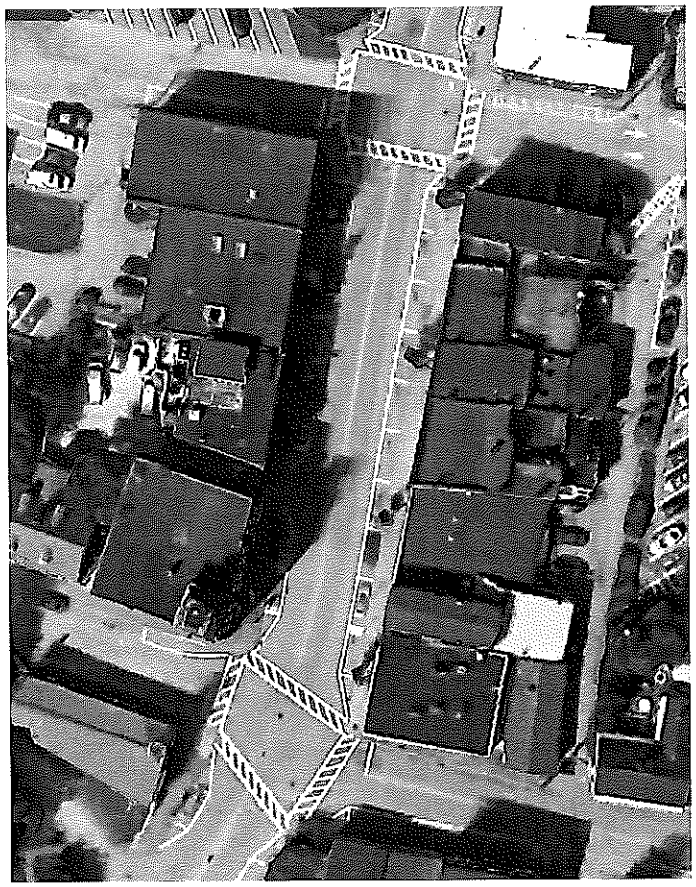
- Parking availability for residents in the village area is inadequate to accommodate the demand
- The town of Pembroke currently restricts parking on Main Street to 2 hours. This was done to ensure the businesses on Main Street are provided with parking for their patrons.
- PPD can no longer mark a tire to determine parking violation – time in the space on Main

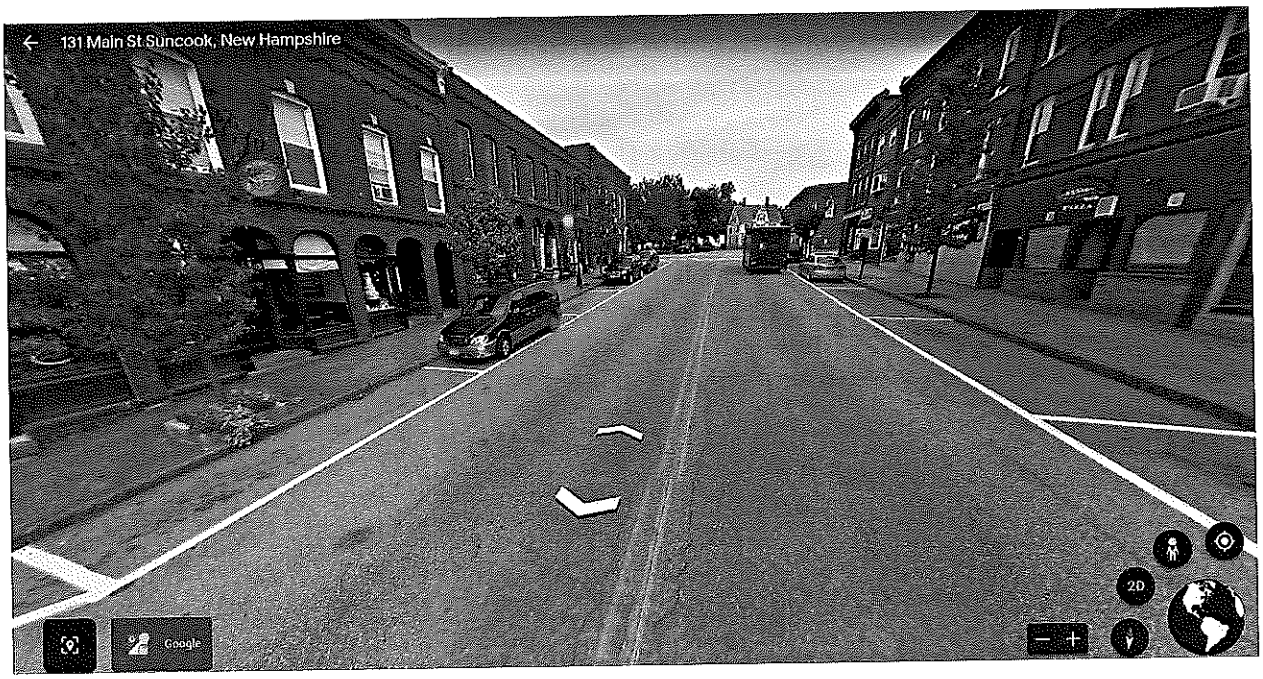
Questions

Do we want to remove the 2-hour parking policy that supports business-patron parking on Main?

If yes, it's very likely that residents will consume the parking spaces on Main St and business patrons will not have parking available to visit Main Street businesses. Are the selectman OK with that?

If no, how does the PPD now help to enforce a time-based parking policy on Main Street? In my opinion this is the primary problem statement.




131 Main St Suncook, New Hampshire
2D
Google

117 Main St Suncook, New Hampshire
2D
Google

David Jodoin

From: Mr. Appliance <mrappliancenh@gmail.com>
Sent: Wednesday, October 7, 2020 9:42 AM
To: David Jodoin; chiefgilman@pembroke-nh.com
Subject: To be submitted at the Public hearing on Parking restrictions

To the Board of Selectmen, Town of Pembroke;

It is my suggestion that the board vote to reinstate the previous policy that was in place in regards to parking restrictions during the winter months. Namely that the Director of Public Works in conjunction with the Town Administrator and Police Chief declare a "Snow Emergency" whenever there is a significant snowstorm forecast. This applies to about 6 times per year and would require that all vehicles be off the streets during a declared "Snow Emergency" This allows the Public Works to clear the snow with as few obstructions in the roadways as practical and also allows for most vehicle owners to avoid double parking in their yards, etc. except for days when there is a snow storm. The current parking ban during the overnight hours would only make sense if we had a policy of clearing snow from the streets at night only. As far as I know, removing snow at night only, is not our current policy.

To force all vehicle owners to park off-street when there is limited parking available in the village area for most of the winter seems silly to me. Most people are able and willing to find parking off-road for the approximately 6 times during the winter that a "Snow Emergency" would need to be declared. They can double or triple park in their driveways or in a neighbor's yard for the few times that would be required but would be a major inconvenience to do this all winter long.

In the past, we made an exception for portions of Main street and Glass street so that their patrons could park on street during business hours in a "Snow Emergency" I believe it went from the funeral home on Main street down to Glass street and from Main street up Glass street to the Bank. David should still have access to the old ordinance.

In case anyone is curious, whatever policy is decided on by the Board has very limited effect on either of my business'. I have 1 tenant at 145 Main street that parks in the municipal parking lot and the rest of my tenants have sufficient parking off-street.

Thank you,
Larry Preston / Owner of Front Street Realty and Mr Appliance

MR. APPLIANCE
SPEEDY EXPERT SERVICE
a neighborly company

Mr Appliance of Manchester/Concord/Laconia
141 Main Street, rear

David Jodoin

From: DANA CARLUCCI <taihi@comcast.net>
Sent: Wednesday, October 7, 2020 10:49 PM
To: David Jodoin
Subject: Parking Changes to Glass Street and Main Street
Attachments: Gilman email 11-26-2019.pdf

Hi David,

Jocelyn and I received an email from Dwayne Gilman that concerns us. We may be out of town so I would like this letter read into the record at the public hearing regarding the downtown parking.

I have been involved in Pembroke EDC, MMIS, Master Plan reviews, and other committees to improve the Town. The downtown has been my greatest passion.

The downtown is a walking community with a diverse business base. These 100-year old buildings consist of quality workmanship and create a quaint downtown which is a gem to New Hampshire.

A decision to allow only businesses on the first floor was written into our ordinance years ago in order to provide services to the walking community of Suncook Village. Decades of information has been shared by experts in areas such as economic development and historic preservation which my wife and I have been active in.

We have had our own downtown business for over 40 years and understand the importance of state, federal, and local revenue -- some examples are Business Profits Tax, Business Enterprise Tax, local property tax, corporate income tax, social security tax, state and federal unemployment tax. Some of these taxes make their way back to our town.

The downtown has at least 17 building owners that rent space to a variety of businesses. They are mostly walk-in businesses that rely on convenient parking.

If the 2-hour parking restrictions are eliminated, the residents of the upper levels of these buildings will find it more convenient to park in front of the businesses rather than in the municipal lot, or near the Suncook Methodist Church, or on a side street.

If patrons are not able to find a convenient parking spot in front of or near a business, they will not stop which will result in less customers, and the business could close its doors. Is this what we want?

At the present time, the 2-hour parking limitation allows patrons the time necessary to eat at a restaurant, have their hair done, go to church or discuss wedding or other special event planning at Jacques. The 2-hour parking is adequate to support our businesses. Why would we want to change something that is working?

The only issue I have heard is the inability for the police to enforce the 2-hour parking. I have attached an email from Chief Gilman's dated 11/26/2019 stating: "Please note that we cannot enforce the 2 hour parking issue by the marking of tires either on the tread or sidewall. Recent case data (out of state) has supreme court rulings that this method is a violation of search and seizure in

other words marking tires (defacing) in order to see if the person is about to commit a town ordinance violation (parking). We have stopped marking tires as of about 4 months ago and are looking for an alternative way to enforce this at the least amount of cost as possible to the town."

If it is becoming too difficult to keep track of the parking violators because of the inability to chalk tires, perhaps contacting other towns for their input would be helpful.

If businesses flounder and end up leaving, buildings deteriorate because of lack of revenue. We have all seen the result of vacant and deteriorated buildings -- less desirable tenants and more crime. Fortunately, the town has supported revitalization efforts especially in the mid-1980s and 1990s.

Lifting parking limits on Main Street and Glass Street is unnecessary. If the problem is the inability to chalk a tire, based on a court case in another state, maybe there is another way of monitoring and enforcing the law.

Sincerely,
Dana Carlucci

(3)

Dwayne Gilman <chiefdgilman@pembroke-nh.com> 11/26/2019 7:39 AM

Parking complaints

To CARLUCCI <taihi@comcast.net> Copy Dave Jodoin <djodoin@pembroke-nh.com>

Good Morning Dana, I read my email and learned that you called in yesterday about a parking complaint on Main Street. We will talk with the owner of the car and remind him about the time limit parking. Please note that we cannot enforce the 2 hour parking issue by the marking of tires either on the tread or sidewall. Recent case data (out of state) has supreme court rulings that this method is a violation of search and seizure in other words marking tires (defacing) in order to see if the person is about to commit a town ordinance violation (parking). We have stopped marking tires as of about 4 months ago and are looking for an alternative way to enforce this at the least amount of cost as possible to the town but that maybe hard to do. Dave Jodoin is aware of this recent issue, and has been ccd in this email response.

We will figure this out, but I say end all parking restrictions other than snow removal and overnight parking But that won't be an option I'm sure.

Have a good day,

Chief Dwayne Gilman

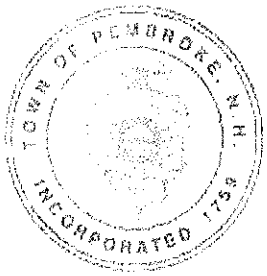
Pembroke Police Department

247 Pembroke Street

Pembroke New Hampshire

03275

(603)-485-9173 ext 2204



David Jodoin

From: DANA CARLUCCI <carlucci@comcast.net>
Sent: Tuesday, October 6, 2020 8:04 PM
To: chiefdgilman@pembroke-nh.com; David Jodoin; bondpembrokeselectmen@gmail.com; rbean03275@comcast.net; sgouletselectman@gmail.com; michael.crockwell@gmail.com; karen.yeaton@yahoo.com
Cc: joanbussier@hotmail.com; Emile Jr Bussiere
Subject: Selectmen's Meeting - Village Parking

Hi All,

We received a copy, second hand, of Dwayne Gilman's email pertaining to the potential parking changes on Main and Glass Streets. We own 147-149 Main Street and we, along with our business tenant, The Print Shop, were omitted from receiving the email. Parking is an important matter and we think it would be appropriate to notify all property owners and businesses that would be affected by this change.

Would you please renotice (either by email or hand-delivered notices) the individual property owners and businesses that are missing from the list (such as Lavallee Oil, The Print Shop, Famous Village Pizza, Madear's, etc.) before scheduling the public hearing.

Thank you,
Dana and Jocelyn Carlucci

David Jodoin

From: Dwayne Gilman <chiefdgilman@pembroke-nh.com>
Sent: Wednesday, October 7, 2020 6:50 AM
To: 'DANA CARLUCCI'; 'David Jodoin'; bondpembrokeselectmen@gmail.com; rbean03275@comcast.net; sgouletselectman@gmail.com; michael.crockwell@gmail.com; karen.yeaton@yahoo.com
Cc: Gaskell Gary
Subject: RE: Selectmen's Meeting - Village Parking

No Good deed goes without an issue!

Hello to all, I read Mr. Carlucci's email this morning and I find this very concerning with mis informed facts . Since he included all of you I am responding to all of you.

As I started to say in the meeting I have started a contact email list of all Village business's Route 3 and Rte 106. Its not a fail-safe system. There are loops. Officers went door to door to meet with the owner which is great and handed them a sheet to respond back to me with their contact information to be added to the group. I'm guessing that Prospect residential area wasn't on their radar for Carlucci plumbing and heating. Ill take care of that and add that this week.

Most NOT ALL have responded with their information. That's if they wanted too. Some did not and I can't control that. This group is not for me to send out public notices from meetings. Dave has a system for that already. I have had responses from Lavalle store in the past with this email system so thank you Mr. Carlucci Ill check with them to see if they changed their email. Others have been added as they respond.

If anyone wants to be added to that list please let me know .

Lastly all the information given at that meeting is true and accurate to the issue of parking, Anyone can view the meeting and see what was said so other than sending out the Public Notice information as the town always has there is a responsibility to stay in touch with what the towns is doing via those recorded meetings. My email was strictly informational to who wanted to be in contact with our department. Again not all want that,

I spoke in the meeting for the Public residents. Not my self-agenda and not for any other reason than there is no parking in the village. Its my job to field these calls however if I don't have a tool to work with there isn't much I can do,

Each time I speak up about a topic its assumed that it's a self-agenda for my staff. If I don't speak up then I'm ignoring a problem. My crew is not lazy and work very hard to make sure we handle everything we need too. I do very little press releases and notification of what happens in town because of the picture it will paint. My staff deals

with larger priority issue's day to day than parking and who wants what , but we take each complaint serious knowing that its important to that person and we give 100 percent to solve the issue.

I think Stidham should of started for the pats not Hoyer on Monday, But I don't see the need to tell Bill unless he calls and asks. I guess they Omitted me from that that decision . But there is another game Sunday. If they call I might tell them ..

I hope all of you have a good day,

Chief Dwayne Gilman
Your Police Chief

Chief Dwayne Gilman
Pembroke Police Department
247 Pembroke Street
Pembroke New Hampshire
03275

(603)-485-9173 ext 2204

From: DANA CARLUCCI [mailto:carlucci@comcast.net]
Sent: Tuesday, October 6, 2020 8:04 PM
To: chiefdgilman@pembroke-nh.com; David Jodoin <djodoin@pembroke-nh.com>; bondpembrokeselectmen@gmail.com; rbean03275@comcast.net; sgouletselectman@gmail.com; michael.crockwell@gmail.com; karen.yeaton@yahoo.com
Cc: joanbussier@hotmail.com; Emile Jr Bussiere <emilejr@bussierelaw.com>
Subject: Selectmen's Meeting - Village Parking

Hi All,

We received a copy, second hand, of Dwayne Gilman's email pertaining to the potential parking changes on Main and Glass Streets. We own 147-149 Main Street and we, along with our business

tenant, The Print Shop, were omitted from receiving the email. Parking is an important matter and we think it would be appropriate to notify all property owners and businesses that would be affected by this change.

Would you please renotice (either by email or hand-delivered notices) the individual property owners and businesses that are missing from the list (such as Lavallee Oil, The Print Shop, Famous Village Pizza, Madear's, etc.) before scheduling the public hearing.

Thank you,
Dana and Jocelyn Carlucci

David Jodoin

From:	DANA CARLUCCI <carlucci@comcast.net>
Sent:	Wednesday, October 7, 2020 8:40 AM
To:	Dwayne Gilman; David Jodoin; bondpembrokeselectmen@gmail.com; rbean03275 @comcast.net; sgouletselectman@gmail.com; michael.crockwell@gmail.com; karen.yeaton@yahoo.com
Cc:	ggaskell@pembroke-nh.com
Subject:	RE: Selectmen's Meeting - Village Parking

I probably should have included the email that I received (it is below, in the order that it was received) which spoke of Main Street and Glass Street parking which was my only concern.

The B2 (Village) area businesses rely heavily on parking for their patrons, it may be helpful and less time-consuming to notify the property owners who can, in turn, notify their business tenants.

Dana Carlucci

On 10/07/2020 6:50 AM Dwayne Gilman <chiefdgilman@pembroke-nh.com> wrote:

No Good deed goes without an issue!

Hello to all, I read Mr. Carlucci's email this morning and I find this very concerning with mis informed facts . Since he included all of you I am responding to all of you.

As I started to say in the meeting I have started a contact email list of all Village business's Route 3 and Rte 106. Its not a fail-safe system. There are loops. Officers went door to door to meet with the owner which is great and handed them a sheet to respond back to me with their contact information to be added to the group. I'm guessing that Prospect residential area wasn't on their radar for Carlucci plumbing and heating. Ill take care of that and add that this week.

Most NOT ALL have responded with their information. That's if they wanted too. Some did not and I can't control that. This group is not for me to send out public notices from meetings. Dave has a system for that already. I have had responses from Lavalle store in the past with this email system so thank

you Mr. Carlucci III check with them to see if they changed their email. Others have been added as they respond.

If anyone wants to be added to that list please let me know .

Lastly all the information given at that meeting is true and accurate to the issue of parking, Anyone can view the meeting and see what was said so other than sending out the Public Notice information as the town always has there is a responsibility to stay in touch with what the towns is doing via those recorded meetings. My email was strictly informational to who wanted to be in contact with our department. Again not all want that,

I spoke in the meeting for the Public residents. Not my self-agenda and not for any other reason than there is no parking in the village. Its my job to field these calls however if I don't have a tool to work with there isn't much I can do,

Each time I speak up about a topic its assumed that it's a self-agenda for my staff. If I don't speak up then I'm ignoring a problem. My crew is not lazy and work very hard to make sure we handle everything we need too. I do very little press releases and notification of what happens in town because of the picture it will paint. My staff deals with larger priority issue's day to day than parking and who wants what , but we take each complaint serious knowing that its important to that person and we give 100 percent to solve the issue.

I think Stidham should of started for the pats not Hoyer on Monday, But I don't see the need to tell Bill unless he calls and asks. I guess they Omitted me from that that decision . But there is another game Sunday. If they call I might tell them ..

I hope all of you have a good day,

Chief Dwayne Gilman

Your Police Chief

Chief Dwayne Gilman

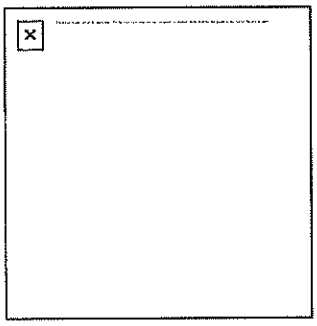
Pembroke Police Department

247 Pembroke Street

Pembroke New Hampshire

03275

(603)-485-9173 ext 2204



From: DANA CARLUCCI [mailto:carlucci@comcast.net]
Sent: Tuesday, October 6, 2020 8:04 PM
To: chiefdgilman@pembroke-nh.com; David Jodoin <djodoin@pembroke-nh.com>; bondpembrokeselectmen@gmail.com; rbean03275@comcast.net; sgouletselectman@gmail.com; michael.crockwell@gmail.com; karen.yeaton@yahoo.com
Cc: joanbussier@hotmail.com; Emile Jr Bussiere <emilejr@bussierelaw.com>
Subject: Selectmen's Meeting - Village Parking

Hi All,

We received a copy, second hand, of Dwayne Gilman's email pertaining to the potential parking changes on Main and Glass Streets. We own 147-149 Main Street and we, along with our business tenant, The Print Shop, were omitted from receiving the email. Parking is an important matter and we think it would be appropriate to notify all property owners and businesses that would be affected by this change.

Would you please renotice (either by email or hand-delivered notices) the individual property owners and businesses that are missing from the list (such as Lavallee Oil, The Print Shop, Famous Village Pizza, Madear's, etc.) before scheduling the public hearing.

Thank you,

Dana and Jocelyn Carlucci

From: Dwayne Gilman < chiefdgilman@pembroke-nh.com>

Sent: Tuesday, October 06, 2020 8:46 AM
To: 6 Union Street < emilejr@bussierelaw.com>; Allgeyer Management < ams-pm@comcast.net>; Big Ben Pizza < Bonobenny@gmail.com>; DOGGONE RECORDS < doggonerecords@gmail.com>; Jacques Fine Pastries < Jacques2@comcast.net>; Little Vintage Venue < littlevintagevenue@icloud.com>; Mr. Appliance < mrappliancenh@gmail.com>; Pembroke Wellness Center < pembrokewellness@comcast.net>; Salon Boisvert < medohare@comcast.net>; Suncook Post Office < Richard.w.Provencher@usps.gov>; TD BANK < Hugh.Howard@td.com>
Cc: Dave Jodoin < djodoin@pembroke-nh.com>
Subject: Selectman Meeting

Hello Village Business owners,

I attended a Selectman's meeting last night and discussed many topics two of which can affect you one way or the other.

There will be a public hearing for the following topics that will affect you.

1. ***The removal of the Parking ban currently in place as of January 1 to March 31***
2. ***The removal of time restricted parking on Main and Glass street EXCLUDING the 15 minute parking areas.***

If you wish to have say in these matters you can send a letter or email to Dave Jodoin, or myself at this email address and I can voice your concerns in that public meeting. You are more than welcome to call in or come in wearing a mask and social distancing if that's what you chose.

Thanks to all,

Dwayne

Chief Dwayne Gilman

Pembroke Police Department

247 Pembroke Street

Pembroke New Hampshire

03275

(603)-485-9173 ext 2204

David Jodoin

From: HENRY MALO <pmalo41047@comcast.net>
Sent: Wednesday, October 7, 2020 2:35 PM
To: DJodoin@pembroke-nh.com
Subject: Public Hearing on Parking

David,

I will not be able to attend this meeting on October 19, 2020 due to other commitments, please have this read into the public hearing for me.

Thanks,

Winter Parking Ban

For many years this parking ban was from Nov. 1 st to April 15 th this was the case when I moved to Town in 1982, same as Allenstown's current policy. Then about 20 years later a complaint was received that some people had no place for their friends/guest to park during the Holiday Season for parties that went beyond midnight with out getting tickets. So the Winter Parking Ban was eliminated for the few in Town. Several years later the Winter Parking Ban was implemented from Jan. 1 st to April 15 th due to the fact that these are the months that normally have the most snow/ice occurrences.

I don't think that the Town should be looking for parking places for any of the apartment buildings. I feel that this a landlord issue. They find a place to park during a snow emergency but can't during a winter parking ban doesn't make sense to me. If the Town wants more parking space, build a parking garage and charge for the spaces to be used by the landlords, tenants or businesses, but do not take the parking away from the patrons.

Let's change the Town Code: 143-48 Location of parking spaces within the B2 District that was Amended 3-14-2020: That currently reads;

Within the B2 District the Planning Board may reduce or eliminate the required on-site parking provided that the applicant prove one of the following:

A. Adequate public parking is available within 500 feet of the property.

B. The provision of parking is available from an adjacent property owner through a lease agreement subject to the following: or

1. **Planning Board approval of the lease agreement; and**

2. If off-site parking becomes unavailable the property owner shall be responsible for obtaining replacement parking, or the use shall not be permitted to continue

C. The parking requirements are in excess of what is required for that use.

Let's strike out A and start enforcing B:2

According to the Town we do not have adequate parking, parking areas are first come first served, permits required.

We are making changes for the few and disregarding the safety of our own employees on any given night that we have snow/ice events that were not predicted with enough notice for the public to be informed properly.

Timed Parking on Main St & Glass St

I understand that timed parking cannot be enforced by chalking the tires. However, you will not have any parking for the patrons of the businesses downtown. Therefore, you will lose the businesses that we currently have if parking is not availabe for the patrons. Right now I don't believe it's a big issue with Covid going on. I agree with many people that we have been dealing with this issue for some time. That's why there was a limit was adopted for parking on these streets. Business owners and tenants were taking all the parking spaces and there were none for the patrons.

Both the Town and the State have removed several parking places in the village area since the mid 1980's. For those who remember the head in parking on Main Street both sides from Front and Glass St. to Union And Central St. We lost 2 breakfast establishments soon after that change. Every time this happens we change the parking rules and regulations to please a few. Maybe, we can change the parking for Patron from 8am to 11 pm instead of the 2 hour limit. I think if we change the parking to anyone/anytime, so we don't have anything to enforce, some businesses will not survive.

Or maybe we need to change the Town Code:

Chapter143-71.1. Suncook Business Overlay District. (Added 3-8-2005 by Amendment No. 5)

1. **Purpose: The purpose of this District is to restrict residential dwellings from the first floor of buildings in the Suncook Business District.**
2. **Boundaries of the District: The boundaries of the District shall be:**
    - **Both sides of Main St south of Union Street and Central Street, and north of Front Street and Glass Street.**
    - **Easterly side of Main Street south of Glass Street and north of Mill Falls.**
    - **Both sides of Glass Street west of Crescent Street and east of Main Street.**
    - **Both sides of Union Street east of Prospect Street and west of Main Street**
    - **Properties at the intersection of Front Street and Main Street; and Central and Main Street.**

I believe if you remove these businesses from the downtown area you will have a bigger parking problem then you do now and once again we will make a few happy but not the majority of the taxpayers. . Maybe it's time to think outside the box, and think of different ways of helping the downtown to thrive. Removing the parking limits in this area does not accomplish this. This Town is limited as to where businesses can prosper.

Thank you for your time

Paulette Malo

13 Bridge St

David Jodoin

From: HENRY MALO <pmalo41047@comcast.net>
Sent: Thursday, October 8, 2020 11:16 AM
To: DJodoin@pembroke-nh.com
Subject: Error

Let's change the Town Code: 143-48 Location of parking spaces within the B2 District that was Amended 3-14-2020: That currently reads;

Should have read (Amended 3-14-2000) not 2020.

Thank you,
Paulette

		10:00 p.m./ All except Sundays and holidays	Broadway.
Central Street	South	2 hrs.; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	Main Street to Village Lane
Main Street	East	2 hrs; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	Town Line to Church Street, excluding the (1) 15 minute space North of Glass Street
Glass Street **[Added 5/19/14 BOS]**	East	15 Minute parking only	Front of Lavallee's Store
Church Street **[Added 5/19/14 BOS]**	East	2 hrs; 6:00 a.m. to 10:00 p.m./ All except Sundays and holidays	Glass Street to Bank exit.

§ 191-20 Schedule VI: One-way Streets.

[Added 11-18-1996 by Ordinance No. 96-23]

In accordance with the provisions of § 191.7.2, the following described streets or parts thereof are hereby designated as one-way streets in the direction indicated:

Name of Street	**Direction of Travel**	**Location**
Central Street [Added 5-1-1998 by ord. No. 98-2]	East	For its full length from Main Street to Church Street
Church Street Crescent Street	North North	Central Street To Main Street For its full length from Glass Street to Central Street
Maple Street [Added by Board of Selectmen 9-19-2011 Public Hearing]	East	From High Street to Broadway
Pine Street Added by Board of Selectmen 9-19-2011 Public Hearing]	West	From Broadway to High Street

Pembroke Police Department

Memo 191-20

To: Dave Jodoin Town Administrator

From: Chief Dwayne Gilman

CC: FILE

Date: 10.05.2020

Re: Church Street "One Way "

Dave,

Earlier this month I learned of a concern with traffic on Church Street. On 09.29.2020 I drove the area and recorded video of what it's like to operate a car on the road with parked cars and traffic coming the opposite direction. I also have a video of turning onto Church Street from Main St. as another car was operating the opposite direction.

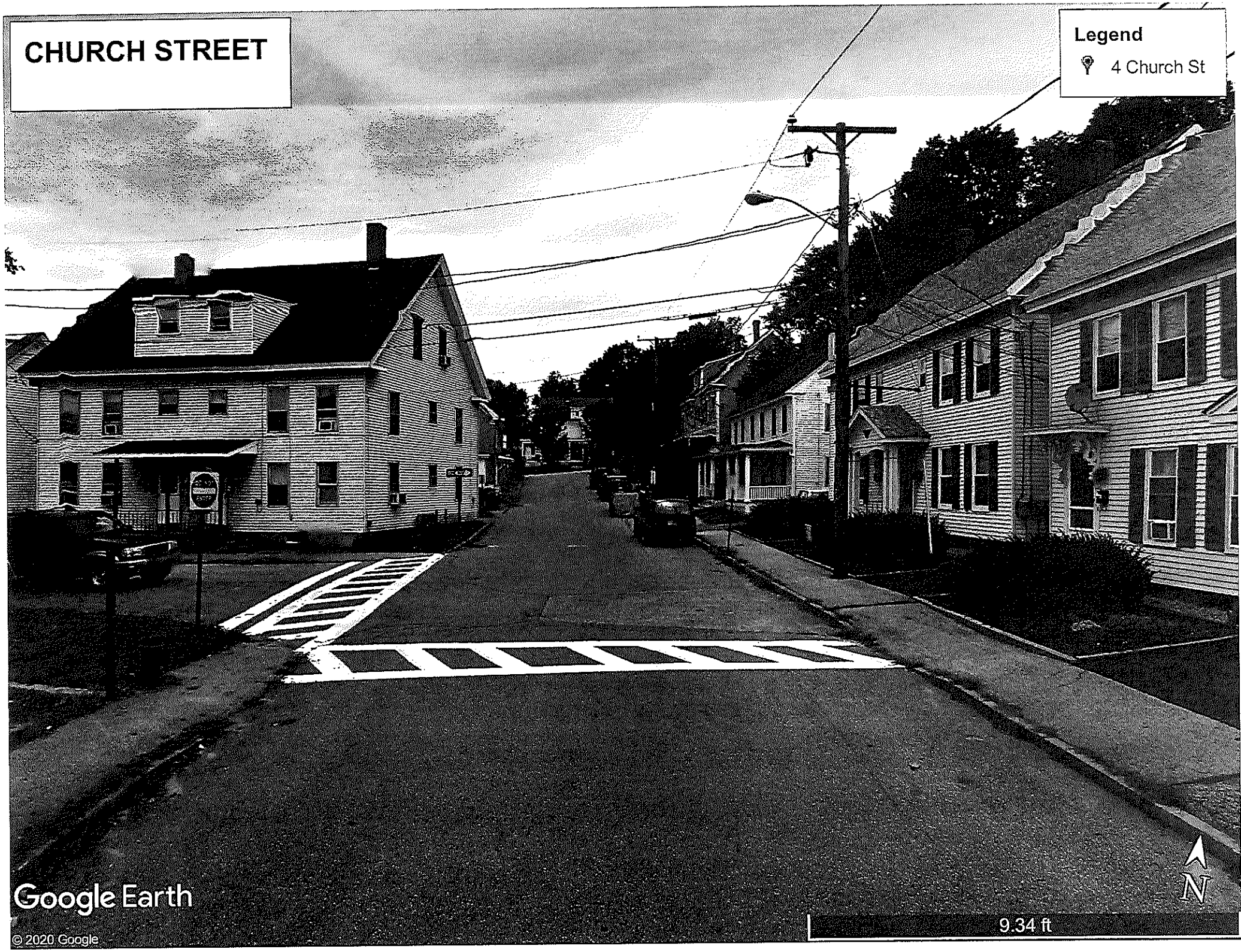
In both videos you will see how it limits the distance for two cars to pass each other with cars parked in front of the houses on the east side of the road.

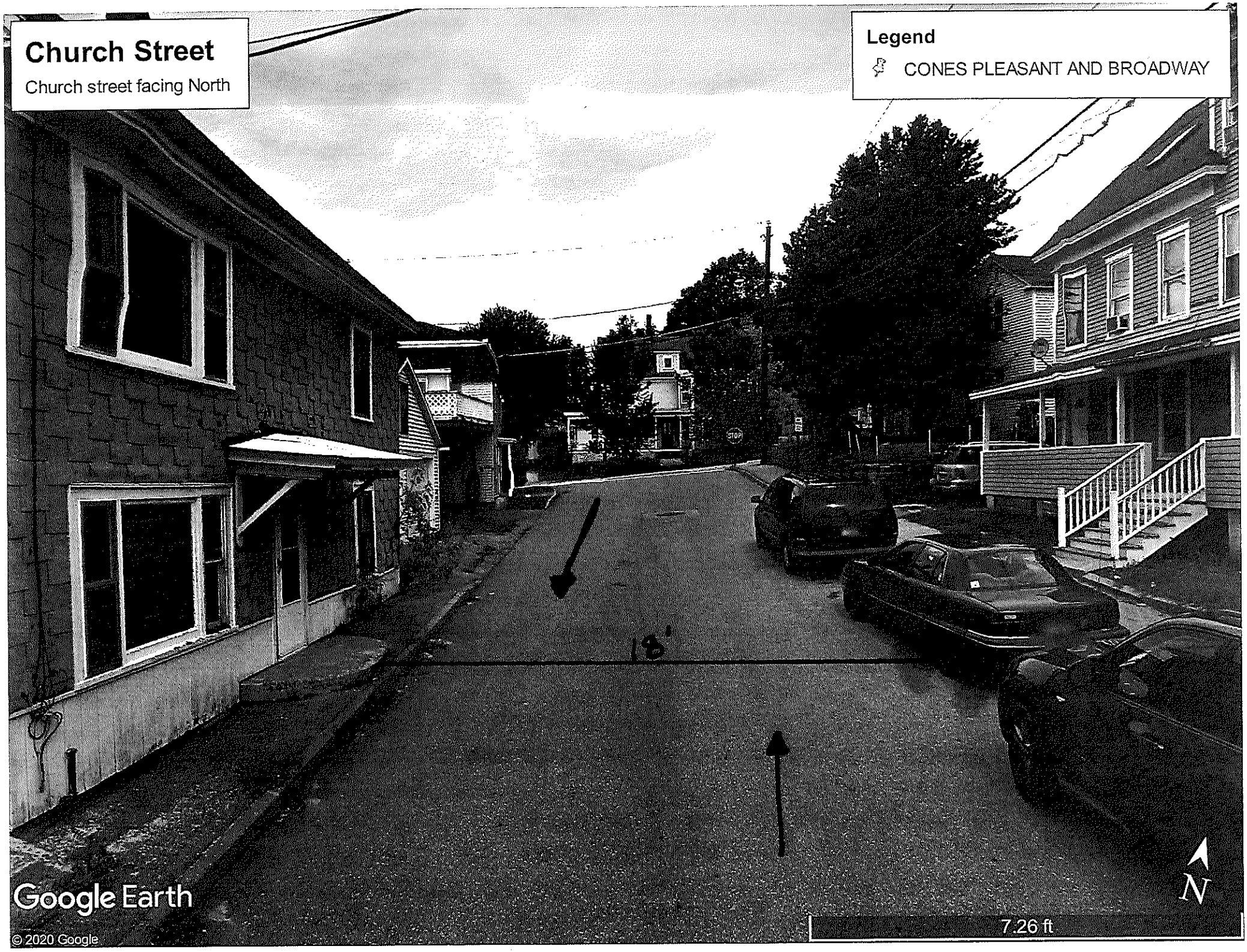
The Street is 25 feet wide from Curb to Curb.
A vehicle parked on the side of the street occupies 6'5" to 7'.
This leaves that travel with 18 feet of travel roadway
Each car passing with 7 feet width leaves 4 feet of room on the side and between cars.

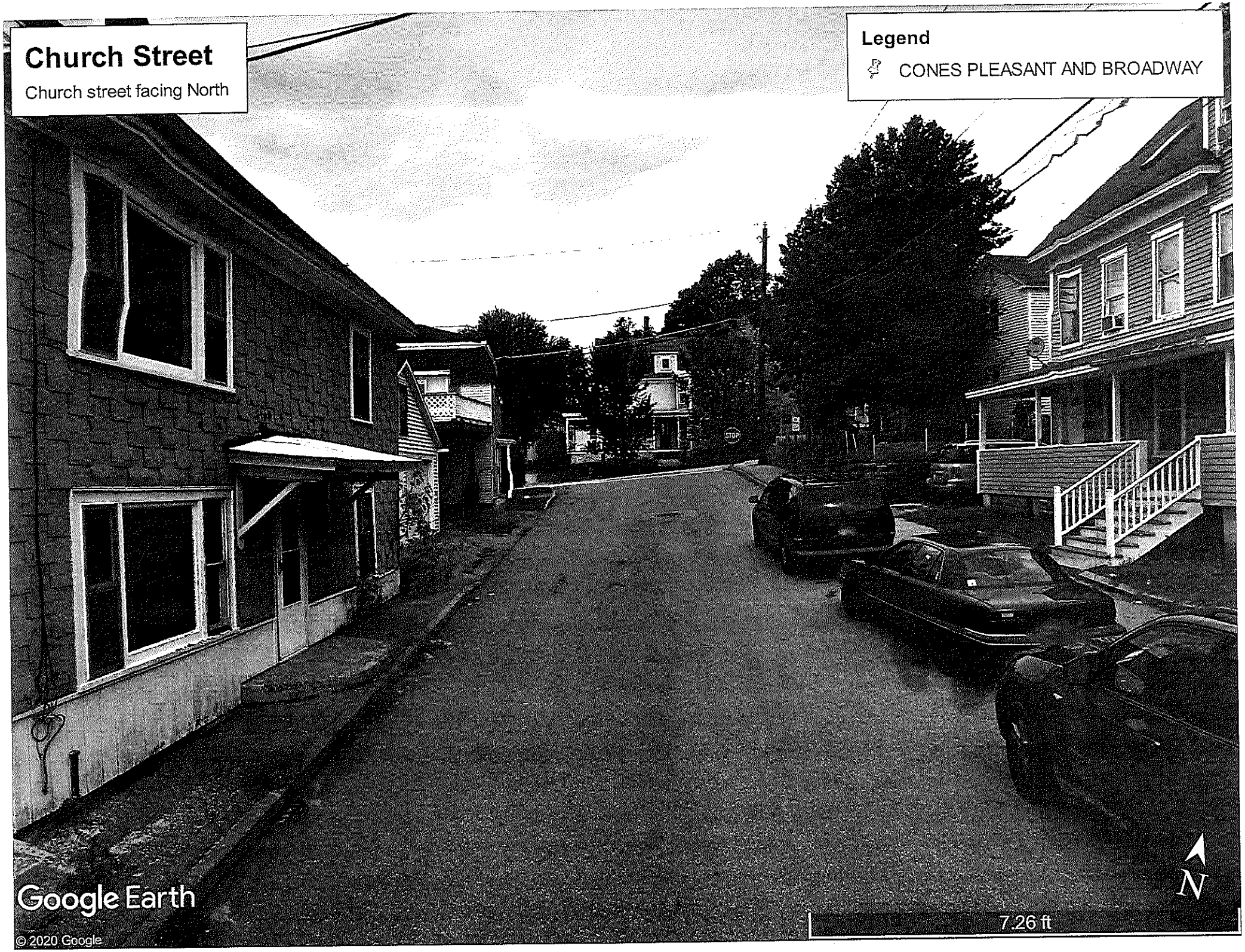
The Only section of the road that should be " one way" would be from Central Street to Main Street. I would like to request that the Board of Selectman discuss and consider making Church Street from Central Street North to Main Street a One way street.

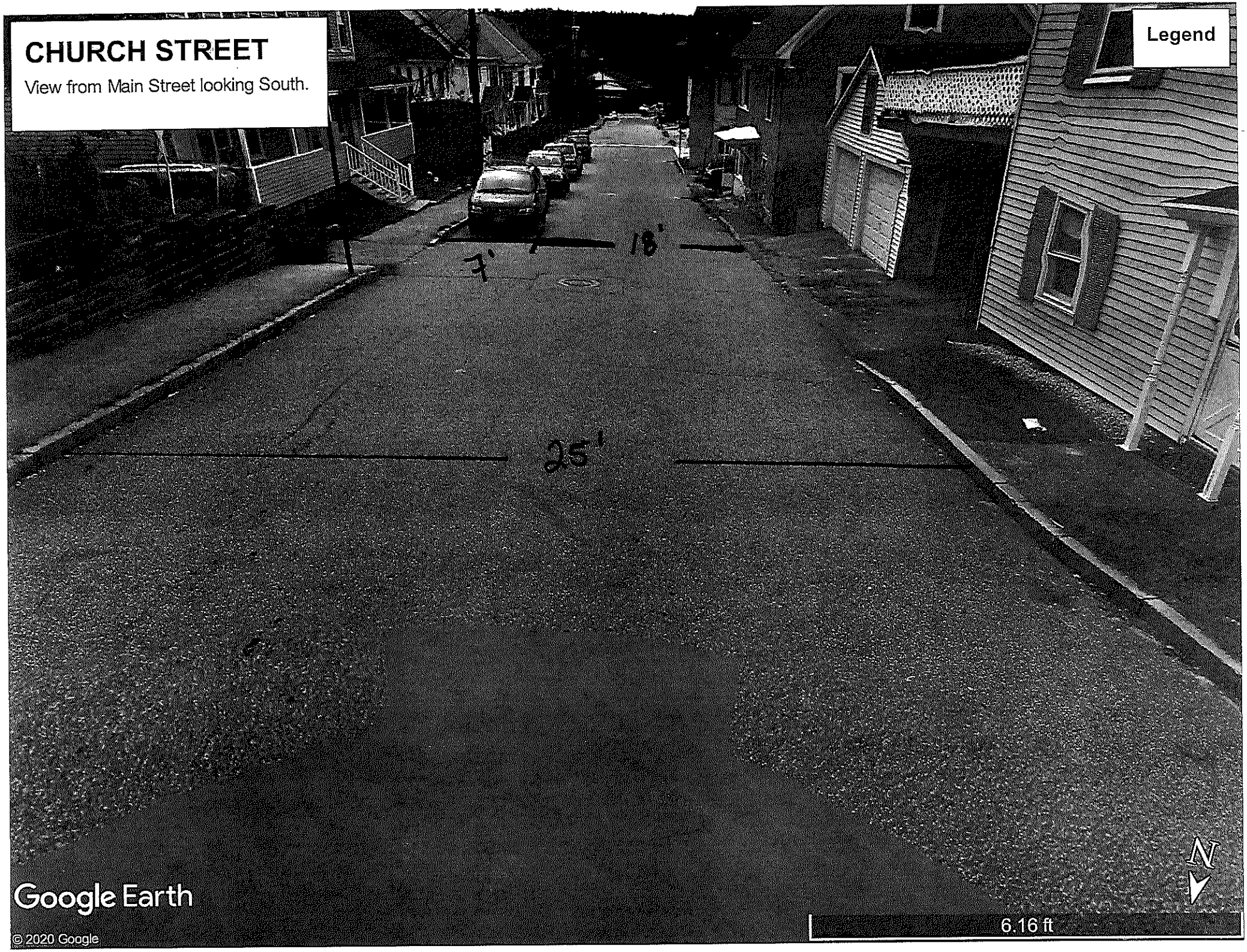
The change would not allow Main Street traffic to turn onto Church Street and would add one "Do Not Enter" sign and one "One way sign". Both Signs the Department of Public Works would order and have installed.

This roadway and its features has been like this for a long period of time. The increased traffic of all roadways has made this an issue.


CHURCH STREET
Legend
4 Church St
Google Earth
© 2020 Google
9.34 ft
N


Church Street
Church street facing North
Legend
CONES PLEASANT AND BROADWAY
18'
Google Earth
© 2020 Google
7.26 ft
N


Church Street
Church street facing North
Legend
CONES PLEASANT AND BROADWAY
STOP
Google Earth
© 2020 Google
N
7.26 ft


CHURCH STREET
View from Main Street looking South.
Legend
7'
18'
25'
Google Earth
© 2020 Google
6.16 ft
N

Town of Pembroke
2021 Town Budget proposal

Statement Code: 3TownBudgt

Account Number / Description	3 Years Prior Actual 1/1/2018 - 12/31/2018	2 Years Prior Budget 1/1/2019 - 12/31/2019	2 Years Prior Actual 1/1/2019 - 12/31/2019	1 Year Prior Revised 1/1/2020 - 12/31/2020	1 Year Prior Actual 1/1/2020 - 12/31/2020	2021 Budget 1/1/2021 - 12/31/2021	Budget Difference 1/1/2021 - 12/31/2021	Change %
42202 Fire Department								
1000-42202-11000 Wages - FD	163,130.32	190,614.00	174,173.14	188,500.00	152,140.53	188,500.00	0.00	0.00 %
Notes: Call fire fighters/Full time								
1000-42202-13000 Forest Fires payroll - FD	0.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00	0.00 %
1000-42202-14000 Overtime - FD	28.64	0.00	764.80	0.00	233.60	0.00	0.00	---
1000-42202-21000 Health Insurance - FD	6,487.50	21,690.00	634.81	884.00	612.94	23,958.00	23,074.00	2,610.18 %
Notes: New hire factored at a family plan								
1000-42202-21100 Dental Insurance - FD	413.00	1,786.00	0.00	0.00	0.00	1,855.00	1,855.00	---
1000-42202-21500 Life Insurance - FD	27.00	36.00	24.00	36.00	226.52	36.00	0.00	0.00 %
1000-42202-21900 Disability Insurance - FD	558.09	520.00	428.96	520.00	339.78	520.00	0.00	0.00 %
1000-42202-22000 Social Security - FD	7,954.96	8,680.00	8,588.94	8,891.00	7,197.83	8,990.00	99.00	1.11 %
1000-42202-22500 Medicare - FD	2,358.22	2,785.00	2,526.83	2,753.00	2,222.51	2,755.00	2.00	0.07 %
1000-42202-23000 NH Retirement - FD	11,348.98	14,759.00	10,936.94	13,143.00	10,496.52	13,540.00	397.00	3.02 %
1000-42202-29001 Fire & EMS Training	3,157.03	4,120.00	899.58	3,120.00	611.16	3,120.00	0.00	0.00 %
Notes: outside courses; FF1 classes - @810								
1000-42202-34100 Telephone - FD	3,646.44	3,600.00	3,762.06	3,780.00	2,858.00	4,098.00	318.00	8.41 %
1000-42202-39010 Dispatch Services - FD	63,195.00	62,084.00	62,084.00	62,952.00	62,952.00	68,960.00	6,008.00	9.54 %
1000-42202-43000 Testing - FD	9,093.00	12,748.00	12,678.48	13,331.00	2,477.00	12,235.00	(1,096.00)	(8.22)%
Notes: SCBA Fit mask testing $2625; SCBA re-testing $500; Hydro testing $440; SCBA Flow testing $4800; Compressor testing $1000; Pump testing $770; Ladder testing $2100								
1000-42202-49001 Fire Alarm Maint.- FD	1,008.00	0.00	0.00	0.00	0.00	0.00	0.00	---
1000-42202-56000 Dues & Subscriptions - FD	1,495.00	1,350.00	0.00	1,350.00	0.00	1,350.00	0.00	0.00 %
Notes: NFPA dues								
1000-42202-62000 Fire & EMS Supplies	1,556.80	4,350.00	1,826.38	3,625.00	3,652.11	5,350.00	1,725.00	47.59 %
Notes: 25 gallons class A foam $600; speedy dry $250; Misc $1500; Building supplies $2000; EMS supplies $1000								
1000-42202-62500 Postage - FD	25.00	50.00	62.15	75.00	84.05	75.00	0.00	0.00 %
1000-42202-63500 Gas & Fuel - FD	4,327.63	4,565.00	4,518.26	4,800.00	3,331.05	4,000.00	(800.00)	(16.67)%
1000-42202-74000 Safety Equipment Purchases - FD	8,227.64	14,282.00	11,485.67	10,046.00	412.73	10,046.00	0.00	0.00 %

Town of Pembroke
2021 Town Budget proposal

Account Number / Description	3 Years Prior Actual 1/1/2018 - 12/31/2018	2 Years Prior Budget 1/1/2019 - 12/31/2019	2 Years Prior Actual 1/1/2019 - 12/31/2019	1 Year Prior Revised 1/1/2020 - 12/31/2020	1 Year Prior Actual 1/1/2020 - 12/31/2020	2021 Budget 1/1/2021 - 12/31/2021	Budget Difference 1/1/2021 - 12/31/2021	Change %
Notes: Fire coats and pants 3@1625; Helmets 2@260; helmet fronts 2@55; Nomex hoods 5@40; FF boots 2@180; FF gloves 10@75; FF gear annual preventative maintenance 1690; work uniform pants 10@54; work uniform shirts 10@48; work t shirts 25@8; forestry shirts 2@80; forestry gloves 5@5; forestry goggles6@6; vehicle id plate 5@20								
1000-42202-74001 Equipment Maint & Repairs - FD	6,550.05	3,715.00	2,866.00	6,240.00	9,712.78	6,240.00	0.00	0.00 %
Notes: misc SCBA repairs 1000; compressor air quality 540; cascade system 1000; gas meter maintenance 1200; small equipment repairs 1500; radio maintenance 1000								
1000-42202-74002 New Equipment - FD	3,319.32	1,614.00	7,139.00	3,619.00	0.00	4,085.00	466.00	12.88 %
Notes: floating strainer; foam system forestry tanker; personal CO monitors 3@95; short throw projector 1500								
1000-42202-74003 Replacement Equipment - FD	5,006.86	14,460.00	10,200.35	14,333.00	2,568.40	15,357.00	1,024.00	7.14 %
Notes: Battery chain saw 1096 T1; AED 2090; Printer 390; traffic cones 1148; vent fan spare battery 50; floating pump F1 3300; 5" storz blind cap E3; pike poles 2@130 E1 & E3; SCBA replacement bottles 2 @ 1500;								
1000-42202-76001 Vehicle Maint & Repair - FD	6,466.70	6,890.00	15,667.12	19,157.00	9,610.79	16,733.00	(2,424.00)	(12.65)%
Notes: 62E1 general maintenance 900; pump repairs 9133; 62R2 general maintenance 800; 62E3 general maintenance 800; 62R1 general maintenance 900; Rust 700; 4 rear tires 1600; 62FT1 general maintenance 600; 62U1 general maintenance 600; 62F1 general maintenance 700								
1000-42202-84000 Mileage Reimbursement - FD	63.66	100.00	117.88	100.00	0.00	100.00	0.00	0.00 %
1000-42202-86000 Computer/Software Maint - FD	4,985.14	6,940.00	938.50	5,150.00	4,517.65	5,550.00	400.00	7.77 %
Notes: I am responding 650; firehouse software 3900; misc 1000								
TOTAL 42202 Fire Department	**$314,429.98**	**$383,238.00**	**$332,323.85**	**$367,905.00**	**$276,257.95**	**$398,953.00**	**$31,048.00**	**8.44 %**
42290 Other Fire								
1000-42290-44000 Hydrant Rental	29,484.00	29,484.00	29,484.00	29,484.00	14,742.00	29,648.00	164.00	0.56 %
Notes: 1 New hydrant whittemore Road								
TOTAL 42290 Other Fire	**$29,484.00**	**$29,484.00**	**$29,484.00**	**$29,484.00**	**$14,742.00**	**$29,648.00**	**$164.00**	**0.56 %**
42904 Emergency Management								
1000-42904-11000 Wages - EM	0.00	400.00	0.00	1.00	0.00	1.00	0.00	0.00 %
1000-42904-22000 Social Security - EM	0.00	25.00	0.00	1.00	0.00	1.00	0.00	0.00 %
1000-42904-22500 Medicare - EM	0.00	6.00	0.00	1.00	0.00	1.00	0.00	0.00 %
1000-42904-29001 Training & Education - EM	1,750.00	16,625.00	15,250.00	1,000.00	0.00	1,000.00	0.00	0.00 %
1000-42904-34100 Telephone - EM	1,993.41	1,738.00	1,615.35	1,762.00	1,351.15	1,762.00	0.00	0.00 %
1000-42904-62000 Department Supplies - EM	0.00	1,600.00	0.00	1,600.00	0.00	1,600.00	0.00	0.00 %

Town of Pembroke
2021 Town Budget proposal

Account Number / Description	3 Years Prior Actual 1/1/2018 - 12/31/2018	2 Years Prior Budget 1/1/2019 - 12/31/2019	2 Years Prior Actual 1/1/2019 - 12/31/2019	1 Year Prior Revised 1/1/2020 - 12/31/2020	1 Year Prior Actual 1/1/2020 - 12/31/2020	2021 Budget 1/1/2021 - 12/31/2021	Budget Difference 1/1/2021 - 12/31/2021	Change %
1000-42904-74000 Equipment -EM	0.00	1,500.00	1,600.00	1,500.00	0.00	1,500.00	0.00	0.00 %
TOTAL 42904 Emergency Management	**$3,743.41**	**$21,894.00**	**$18,465.35**	**$5,865.00**	**$1,351.15**	**$5,865.00**	**$0.00**	**0.00 %**
GRAND TOTAL	**$347,657.39**	**$434,616.00**	**$380,273.20**	**$403,254.00**	**$292,351.10**	**$434,466.00**	**$31,212.00**	**7.74 %**

David Jodoin

From: Karen Yeaton <karen.yeaton@yahoo.com>
Sent: Tuesday, October 13, 2020 3:50 PM
To: David Jodoin; Ann Bond
Subject: Fw: Town Travel and Quaranteen policy - edits to the policy presented on 10/06
Attachments: COVID Travel Policy Pembroke- v2.docx

Thanks for taking the time to consider Covid related travel and quarantine policies for town of Pembroke employees. The draft policy was presented to selectman in the October 6th meeting. In that discussion there was a concern raised from 2 of the 4 selectmen on the failure of the policy draft to effectively consider and prioritize the privacy rights of Pembroke employees. To that the selectman where invited to provide feedback on the draft policy.

At the recorded October 6th selectman meeting, I expressed concerns with how the current draft of the policy fails to consider and prioritize employee privacy. My primary objection is the demand for employees to disclose their personal, non-work-related travel plans to their direct supervisor, with threat of losing their job, if they do not comply. It is not acceptable to demand this private information from employees and this policy cannot be effectively applied to all employees of the town – consider employees who are elected for example. That said I think it's important to bring awareness of existing guidelines that already exist for travel and quarantine and I believe we can manage the concerns via education and providing employees with access to the most current and relevant, state and federal guidelines for travel and quarantine.

Attached is the marked up version of the draft presented on 10/06. In most all instance, I suggest we replace commentary, with links to reliable and up to date information from either the CDC or the State of New Hampshire Department of Health and Human Services. Data and information is changing quickly and the best we can do for our employees is to point them to the best sources for that information.

Keep in mind, the CDC recommends that, *Employers should ensure their employees* ***are aware*** *of the COVID-19 Travel Recommendations by Country, which are found on the Centers for Disease Control and Prevention (CDC) homepage. Employees* ***should be aware*** *that the CDC currently mandates that individuals returning to the U.S. from any international travel self-quarantine for 14 days. In addition, multiple states have issued orders either recommending or requiring that individuals self-quarantine after returning from certain other states.* I highly recommend that our town policy comply with the CDC guideline, with no, more-restrictive conditions.

I have attached a revised version of the policy. In addition to exclusions, I recommend the following resources be added to the Pembroke Travel and Quarantine Policy:

1. I recommend the Pembroke Travel and Quarantine policy directly reference the CDC guidelines "*Limit travel and advise employees if they must travel to take additional precautions and preparations*" found here https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html with no more-stringent restrictions or requirements.

2. I recommend the Pembroke Travel and Quarantine policy directly reference and I recommend the supervisors, managers and selectman familiarize with the CDC recommendations and guidelines, *"Guiding Employers to Keep Workplace Safe"*, found here, https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html with no more-stringent restrictions or requirements.

3. I recommend the Pembroke Travel and Quarantine policy directly reference the, *"CDC guidance associated with international or domestic travel"* found here https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html with no more-stringent restrictions or requirements.

4. I recommend the Pembroke Travel and Quarantine policy directly reference the *"State of New Hampshire Governors Emergency Orders for Covid"* found here, https://www.governor.nh.gov/news-and-media/emergency-orders-2020

5. I recommend the Pembroke Travel and Quarantine policy directly reference the State of New Hampshire Department of Health and Human Services "*Covid 19 Summary Dashboard*" found here https://www.nh.gov/covid19/dashboard/summary.htm which provides up to date data on case volume, hospitalization volume and mortality data for the State.

Town of Pembroke
COVID-19 Travel and Quarantine Policy

Situation

Level 3 Global Pandemic Travel Health Notice is still in place by the CDC, which recommends against any non-essential travel to global destinations and

While the COVID State of Emergency is still in affect, and until such time that the governor of the state of New Hampshire lifts this Covid Emergency Orders, the following travel guidelines shall remain in affect for all town employees

Commented [KY1]: Add a link to the CD website which shows the current level state of the travel advisory.

Formatted: Right: 0.14", Space Before: 5.25 pt

Specific Town of Pembroke Travel and Quarantine Guidelines

- The Town of Pembroke until further notice will not authorize any non-essential international and out-of-state domestic business travel (e.g., conferences, meetings).
- The town recommends employees to follow CDC recommended guidelines for any international travel < see links below >
- The town recommends employees to follow State of New Hampshire Covid Emergency Order travel recommendations for domestic travel <see links below>
- The Town discourages personal international travel to those locations identified by CDC as high risk < see link below>.
- The town requires Any employee who travels internationally (including to Canada) or domestically to agree to abide by the quarantine or testing guidelines outlined by either the CDC or by the State of NH Travel Advisory under the Covid emergency orders- <see link below>.
- In any event that an employee tests positive for Covid 19, the employee may not return to work until 10 days have elapsed since experiencing any symptoms [***Comment*** *to requiring employees to* ***test*** *negative: See https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html which* ***discourages*** *this. "Employers should not require a COVID-19 test result or a healthcare provider's note for employees who are sick to validate their illness, qualify for sick leave, or to return to work."*]

Formatted: Indent: Left: 0.66", No bullets or numbering

Formatted: Not Strikethrough

Formatted: Strikethrough

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering

Formatted: Font: Bold, Italic

Formatted: Font: Italic

Formatted: Font: Bold, Italic

Formatted: Font: Italic

Formatted: Font: Italic

Formatted: Font: Italic

Formatted: Font: Italic

Formatted: Font: Bold, Italic

Formatted: Font: Italic

Formatted: Font: 12 pt

1. I recommend the Pembroke Travel and Quarantine policy directly reference the CDC guidelines "*Limit travel and advise employees if they must travel to take additional precautions and preparations*" found here https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html with no more-stringent restrictions or requirements.
2. I recommend the Pembroke Travel and Quarantine policy directly reference and I recommend the supervisors, managers and selectman familiarize with the CDC

recommendations and guidelines, *"Guiding Employers to Keep Workplace Safe"*, found here, https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html with no more-stringent restrictions or requirements.

3. I recommend the Pembroke Travel and Quarantine policy directly reference the, *"CDC guidance associated with international or domestic travel"* found here https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html with no more-stringent restrictions or requirements.
4. I recommend the Pembroke Travel and Quarantine policy directly reference the *"State of New Hampshire Governors Emergency Orders for Covid"* found here, https://www.governor.nh.gov/news-and-media/emergency-orders-2020
5. I recommend the Pembroke Travel and Quarantine policy directly reference the State of New Hampshire Department of Health and Human Services *"Covid 19 Summary Dashboard"* found here https://www.nh.gov/covid19/dashboard/summary.htm which provides up to date data on case volume, hospitalization volume and mortality data for the State.

Town of Pembroke
COVID-19 Travel and Quarantine Policy

- Employees may qualify for up to 80 hours of paid sick leave under the Family First Coronavirus Response Act if they are unable to work because they are subject to a federal, state or local quarantine or isolation order or are quarantined upon the advice of a healthcare provider; or if they are experiencing Covid 19 symptoms and seeking a medical diagnosis. Part time employees are eligible for the number of hours of leave that the employee works on average over a two-week period. Please consult with the Town Manager to confirm your FFCRA or other sick leave balances.

This policy will be effective upon approval by the Board of Selectmen and will apply to all employees including elected officials, both full and part-time. This policy will be reviewed when NH DHHS publishes a revised COVID-related travel guidance or by December 31, 2020, whichever is earlier, and this policy shall not extend beyond the expiration date of the Governors State of New Hampshire emergency order for COVID

_____

Town of Pembroke

Department of Public Works

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

To: Board of Selectmen

From: VJ Ranfos

CC: David Jodoin

Date: October 13, 2020

Re: Catch Basin Cleaning ('21,'22,'23)

The recommendation from Public Works that Catch Basin Cleaning for the next three years be awarded to Eastern Pipe Service, LLC. Based on the results of the 'Re-Bid' on October 8, 2020.

Town of Pembroke
Department of Public Works

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

2021 - 2023 Catch Basin Cleaning Re-Bid Results

		2021	2022	2023	Total	Comments
Bellemore Septic, Sewer & Drain P.O. Bix 10369 Bedford, N.H. 03110	# 618	$45.00 $ 30,900.00	$50.00 $ 33,900.00	$56.00 $ 37,080.00	**$ 101,880.00**	**Insurance - yes**
Wind River Envirionmental 46 Lizotte Drive, Suite 1000 Marlboro, MA. 01752		$47.00 $ 29,046.00	$52.00 $ 32,136.00	$57.00 $ 35,226.00	**$ 96,564.00**	**Insurance - yes**
Eastern Pipe Service, LLC 2 Thibeault Drive Bow, N.H. 03304		$ 30,000.00	$ 30,000.00	$ 30,000.00	**$ 90,000.00**	**Insurance - yes**

BOS awarded the bid to:

HealthTrust

October 9, 2020

Mr. David Jodoin
Town Administrator
Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

Dear Mr. Jodoin:

The HealthTrust Board of Directors met on October 6, 2020 to set renewal rates for the CY2021 renewal period. Enclosed are your Member Group's renewal rates for medical coverage for the period of January 1, 2021 through December 31, 2021 for your current benefit plans. Also included are the renewal rates for dental, life, short-term and long-term disability coverage, if applicable. Your Benefits Advisor can work directly with you to provide alternative benefit options and applicable rates. Please see the enclosed transmittal for your Member Group's specific renewal rates for all your coverage lines.

This year's rating process uses a different claims experience period than is typically utilized to set medical and dental rates as a result of COVID-19's disruption to normal claims activity. Starting March of 2020, the COVID-19 pandemic resulted in the cancellation or deferral of a significant volume of elective and non-emergency medical and dental care that would have taken place during the period of March through June 2020 but for the state of emergency. As a result, for the current rating, Milliman's actuarial review utilized a 12-month claims experience period from March 2019 through February 2020 that ended just prior to the impact of COVID-19. In calculating these rates, Milliman also took into account projected increases in future claims that are anticipated to occur between January 1, 2021 through June 30, 2021 as covered individuals reschedule some of the care they postponed due to COVID-19.

Medical Rates

The rate adjustment for all Member Groups renewing medical coverage for *CY2021 (January 1, 2021 – December 31, 2021)* is an *overall average increase of 6.8%.* This increase primarily is due to projected medical and prescription trend and increased claims utilization. ***Your Member Group's rate change will vary from this overall average increase based in part on your Group's own claims experience.*** If you are a Group in the Small Group Rating Tier (50 and Under), or part of a combined rating group, your rate reflects the claims experience of that combined rating group.

Dental Rates

For Member Groups currently participating in HealthTrust's dental coverage, *there is **no rate change** for CY2021 (January 1, 2021 – December 31, 2021).*

As a reminder, the HealthTrust Board of Directors voted to implement a one-time, temporary increase of the annual plan year benefit maximums by 50% for the CY2021 plan year (January 1, 2021 through December 31, 2021). This was done to assist individuals who may have been impacted by the COVID-19 pandemic due to the temporary closure of dental offices for non-emergency care during the current CY2020 plan year.

Short-Term Disability Coverage

For Member Groups currently participating in HealthTrust's short-term disability coverage, there is an *overall base rate increase of 4.0%* for *CY2021 (January 1, 2021 – December 31, 2021)* due to increased claims volume and average claim duration. ***However, your Member Group's actual rate adjustment will vary from the overall increase depending on your Group's experience and demographic make-up.***

PO Box 617 · Concord, NH 03302-0617 · Tel. 603.226.2861 · Toll Free 800.527.5001 · Fax: 603.226.2988
Email: info@healthtrustnh.org · Website: *www.healthtrustnh.org*

Long-Term Disability Coverage
For Member Groups currently participating in HealthTrust's long-term disability coverage, *there is **no rate change** for CY2021 (January 1, 2021 – December 31, 2021).*

Life Coverage
For Member Groups currently participating in HealthTrust's life coverage, *there is **no rate change** for CY2021 (January 1, 2021 – December 31, 2021).*

Benefit Advantage
For Member Groups currently participating in HealthTrust's Benefit Advantage Health Reimbursement Arrangement (HRA) and enhanced Flexible Spending Account (FSA) services, *there is **no change** to the per participant/per month fees*. As a reminder, there are no annual fees and FSA and HRA administrative services per participant/per month fees continue to be waived for participants enrolled in the following HealthTrust medical plans: AB15/40IPDED, ABSOS20/40/1KDED, ABSOS25/50/3KDED, ABSOS30/60/5KDED, ABHD/5K/20COIN and LUMENOS2500.

FY2020 Return of Surplus
The HealthTrust Board of Directors also voted at the October 6th meeting to return $18,786,984 of surplus to HealthTrust Members who participated in HealthTrust's medical, dental and/or short-term disability coverage lines during FY2020 (*July 1, 2019 – June 30, 2020*) in proportion to each Member Groups' respective contributions for such coverages. Member Groups will receive a separate notification next week that will include information by coverage line regarding your Group's share of the Return of Surplus, if applicable. At that time, reports will be available, on the Secure Member Portal (SMP), detailing the enrollment numbers and contributions on which your Member Group's share of the Return of Surplus was determined. These reports can be accessed on the SMP by your Member Group's designated Benefit Administrator.

Enclosures
Please review the following enclosures for additional details on your renewal, the rating process, benefit enhancements and updates. We've enhanced the process to provide even more information for you to review and consider!

- Member Group Transmittal *(includes monthly contribution rates for all of your coverage lines)* – ***Please sign and return by December 11, 2020.***
- Member Group Medical Rate Exhibit
- Medical and Prescription Benefit Options *(includes monthly contribution rates for existing benefit options and alternatives)*
- How Your Rate is Determined - *The Rating Process, Capital Adequacy Reserve and Return of Surplus*
- CY2021 Plan Enhancements and Updates

Timeline
Benefit Changes Notification Deadline – November 25, 2020
Your Benefits Advisor, Andrew Struth, will be contacting you to discuss the renewal and work with you to review available options and assist with any changes you may be considering. Please note that requests for any coverage changes must be communicated to us and completed prior to November 25, 2020 to be effective January 1, 2021.

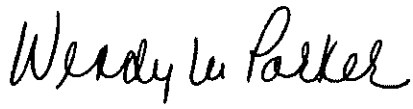
Meet with your Benefits and Wellness Advisors
Your Benefits Advisor is available to work with you to schedule virtual meetings to review the following key education and reporting tools.

- **Benefit Education Sessions** – Customized Benefit Education presentations, benefit comparisons, and digital benefit packets are available in the Secure Member Portal (SMP) to make it even easier to educate your employees about their benefit plans, medical consumerism, and wellness programs, including how they can access tools and resources through the *Enhanced* HealthTrust Secure Enrollee Portal.

- **Rating Summary**– a report showing how your Group's rates were calculated. *(Also available to Small Groups showing the 50 and under summary)*
- **Stewardship Report** *(for Groups with 100 or more Enrollees)* – a detailed report showing your Group's membership data, medical and prescription claims utilization data, wellness program participation and recommendations.

Thank you for your continued participation with HealthTrust. If you have any questions or concerns, please do not hesitate to contact Andrew at 800.527.5001.

Sincerely,



Wendy Lee Parker
Executive Director

Enclosures

HealthTrust

Town of Pembroke ("Member")

Member hereby elects the following HealthTrust, Inc. ("HealthTrust") coverage(s):

Medical Coverage and Rates

January 2021 Medical Renewal

The following rates shall apply from January 1, 2021 to December 31, 2021

Rating Renewal	January	**Rating Tier**	Large
Probationary Period	0M	**Rating Type**	Combined

Benefit Option(s)	Single	2-Person	Family
AB20(01L)-R10/25/40M10/40/70/3K(L)	$869.92	$1,739.84	$2,348.78
AB5(01L)-RX10/20/45/3K(L)	$950.94	$1,901.88	$2,567.54
BC3T10(01L)-RX10/20/45/3K(L)	$1,021.88	$2,043.76	$2,759.08
MC3(01L)-R10/25/40M10/40/70(LCY)	$582.45		
MC3(01L)-RX10/20/45(LCY)	$602.04		
MCNRX(01L)	$240.78		

Monthly rates and continued Member Group coverage are subject to applicable HealthTrust minimum participation requirements including, without limitation:
1) at least 75 % participation of Eligible Employees who do not otherwise have group medical coverage; and
2) Employees who elect to cover dependents must enroll all of their Eligible Dependents (other than dependent children age 19 and over) who do not otherwise have group medical coverage.

HealthTrust reserves the right to change the rates at any time if there is a 10% or more increase or decrease in enrollment.

PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

Member participates in a Combination of Entities agreement for medical coverage rating purposes. The Combination of Entities is comprised of: BCEP Solid Waste, Town of Allenstown, Town of Barnstead, Town of Chichester, Town of Epsom, Town of Pembroke, Town of Pittsfield and Town of Strafford. Coverage includes Domestic Partner (same sex and opposite sex) Rider.

Dental Coverage and Rates

January 2021 Dental Renewal

The following rates shall apply from January 1, 2021 to December 31, 2021

Rating Renewal January

Probationary Period 0M

Benefit Option(s)	Single	2-Person	Family
OPTION 1	$43.89	$84.96	$154.57

Monthly rates and continued Member Group coverage are subject to applicable HealthTrust minimum participation requirements including, without limitation:
1) at least 75 % participation of Eligible Employees who do not otherwise have group dental coverage; and
2) Employees who elect to cover dependents must enroll all of their Eligible Dependents (other than dependent children age 19 and over) who do not otherwise have group dental coverage.

BENEFIT SCHEDULE

Benefit Option(s)	Coverage A	Coverage B	Coverage C	Plan Year Maximum	Coverage D	Coverage D Maximum	Deductible
OPTION 1	100%	80%	50%	$1,000	50%	$1,000	$25/$75

PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

Coverage includes Domestic Partner (same sex and opposite sex) Rider.

BILLING SERVICES

Member Group has separately contracted with HealthTrust for the following Billing Services with respect to any selected medical and dental plan coverages:

[X] COBRA [X] Retirees

ADDITIONAL TERMS

Summary of Benefits and Coverage ("SBC") Compliance: HealthTrust, Inc. agrees to prepare and provide Member with an SBC for each medical plan coverage option listed on this transmittal. Member must distribute the SBCs to applicable eligible individuals. These obligations will be performed in accordance with (i) the statutory and regulatory requirements for SBCs under the Affordable Care Act ("ACA"), and (ii) related SBC compliance information provided to Member by HealthTrust, Inc.

Maximum Probationary Period Compliance: The eligibility conditions and probationary period requirements for enrollment in each medical plan coverage option listed on this transmittal must comply with the 90-Day Maximum Waiting Period rule of the ACA.

AGREEMENT AND AUTHORIZATION

Member agrees that the coverages elected herein are subject to the terms and conditions of the HealthTrust Membership Agreement, the HealthTrust Bylaws and applicable Coverage Documents.

Member hereby authorizes HealthTrust, Inc. to execute and deliver any and all documents necessary to effectuate the enrollment of the Member and its Employees into the coverage(s) listed on this transmittal.

For the Member, duly authorized

Title Date

For HealthTrust, Inc.

Title Date

HealthTrust

Medical Rate Exhibit for: Town of Pembroke

Rating Renewal: January *Rating Tier: Large* *Rating Type: Combined*

Current Benefit Option(s)	Enrollment Type	Enrollee Counts as of 09/20	01/20 Rates	01/21 Rates	% Change
AB20(01L)-R10/25/40M10/40/70/3K(L)	Single	6	$ 822.23	$ 869.92	5.8%
	2-Person	6	$ 1,644.46	$ 1,739.84	5.8%
	Family	13	$ 2,220.02	$ 2,348.78	5.8%
AB5(01L)-RX10/20/45/3K(L)	Single	3	$ 898.81	$ 950.94	5.8%
	2-Person	4	$ 1,797.62	$ 1,901.88	5.8%
	Family	2	$ 2,426.79	$ 2,567.54	5.8%
BC3T10(01L)-RX10/20/45/3K(L)	Single	0	$ 965.86	$ 1,021.88	5.8%
	2-Person	1	$ 1,931.72	$ 2,043.76	5.8%
	Family	0	$ 2,607.83	$ 2,759.08	5.8%
Monthly Total for Actives / Early Retirees		**35**	**$ 60,332.61**	**$ 63,831.88**	**5.8%**

Current Benefit Option(s)	Enrollment Type	Enrollee Counts as of 09/20	01/20 Rates	01/21 Rates	% Change
MC3(01L)-R10/25/40M10/40/70(LCY)	Single	3	$ 550.52	$ 582.45	5.8%
MC3(01L)-RX10/20/45(LCY)	Single	1	$ 569.04	$ 602.04	5.8%
MCNRX(01L)	Single	4	$ 227.58	$ 240.78	5.8%
Monthly Total for Medicomp Retirees		**8**	**$ 3,130.92**	**$ 3,312.51**	**5.8%**
Grand Monthly Total		**43**	**$ 63,463.53**	**$ 67,144.39**	**5.8%**

Alternative Benefit Option(s): HealthTrust offers a full range of comprehensive Benefit Options. Please consult with your Benefits Advisor to learn more about the Benefit Options that may best meet your Group's needs and work within HealthTrust's underwriting guidelines.

HealthTrust

Town of Pembroke

Medical and Prescription Benefit Options

Monthly Rates for 1/1/2021 - 12/31/2021

Member Groups may choose ONE medical plan from each colored section with a maximum of three medical options per employee group. One prescription plan may be chosen per medical plan. Please consult with your Benefits Advisor if you are considering plan changes.

Medical Plan Type	Access Blue New England HMO	Access Blue New England HMO with Deductible			
Plan Name	AB20	AB15/40IPDED	ABSOS20/40/1KDED	ABSOS25/50/1KDED	ABSOS30/60/5KDED
Visit Copay	$20	$15	$20	$25	$30
Specialty Visit Copay	$20	$40	$40	$50	$60
Walk-In Center Copay	$20	$15	$20	$25	$30
Urgent Care Copay	$50	$125	$50	$75	$100
ER Copay	$100	$250	$100	$150	$250
Standard Deductible (per person/per family)	$0	$1,000 / $3,000	$1,000 / $3,000	$3,000 / $9,000	$5,000 / $12,000
Chiropractic Visits/Copay	12 / $20	12 / $15	Unlimited / $20	Unlimited / $25	Unlimited / $30
Therapy Visits (PT/OT/ST)/Copay	60 / $20	60 / $15	60 / $20	60 / $25	60 / $30
Acupuncture Visits/Copay	N/A	12 / $15	12 / $20	12 / $25	12 / $30
Durable Medical Equipment	You pay 20%	$100 deductible, then you pay 20%	$100 deductible, then you pay 20%	$100 deductible, then you pay 20%	$100 deductible, then you pay 20%
MRI, CT scan, PET, MRA	You pay $0	Standard Deductible	You pay $0 at SOS providers. Otherwise, Standard Deductible	You pay $0 at SOS providers. Otherwise, Standard Deductible	You pay $125 at SOS providers. Otherwise, Standard Deductible
X-Rays and Ultrasounds	You pay $0	You pay $0	You pay $0 at SOS providers. Otherwise, Standard Deductible	You pay $0 at SOS providers. Otherwise, Standard Deductible	You pay $125 at SOS providers. Otherwise, Standard Deductible
Labs (including allergy testing)	You pay $0	You pay $0	You pay $0 at SOS providers. Otherwise, Standard Deductible	You pay $0 at SOS providers. Otherwise, Standard Deductible	You pay $0 at SOS providers. Otherwise, Standard Deductible
Maximum Out-of-Pocket (medical and RX expenses combined)	$3,000 / $6,000	$5,000 / $10,000	$5,000 / $10,000	$5,000 / $10,000	$7,150 / $14,300

Medical Plan Type	High Deductible Health Plans (HSA Qualified)	
Plan Name	LUMENOS2500	LUMENOS5000
Standard Deductible	$2,500 per person / $5,000 per 2-person or family (1)	$5,000 per person / $10,000 per family
Standard Coinsurance	0% (In-Network); 30% (Out-of-Network)	20%
Coinsurance Maximum	N/A (In-Network); $2,500 / $5,000 (Out-of-Network) (1)	$1,550 per person, per year; $3,100 per family, per year
Chiropractic Visits	Unlimited	Unlimited
Therapy Visits (PT/OT/ST)	60 Visits	60 Visits
Acupuncture Visits	12 Visits	12 Visits
Durable Medical Equipment	Standard Deductible and/or Coinsurance	Standard Deductible and/or Coinsurance
Prescription Drugs	Standard Deductible and/or Coinsurance	Standard Deductible and/or Coinsurance
Maximum Out-of-Pocket (medical and RX expenses combined)	$2,500 / $5,000 (In-Network); $5,000 / $10,000 (Out-of-Network) (1)	$6,550 / $13,100
single	$732.89	$506.47
2-person	$1,465.78	$1,012.94
family	$1,978.80	$1,367.47

(1) For LUMENOS2500: If you are enrolled at the 2-person or family level, eligible expenses incurred by you or any of your enrolled family members count toward satisfying the entire 2-person/family deductible and/or coinsurance.

Monthly Medical Rates with Prescription Benefit Option RX10/20/45					
single	$899.21	$773.87	$724.81	$526.35	$485.65
2-person	$1,798.42	$1,547.75	$1,449.61	$1,052.69	$971.29
family	$2,427.86	$2,089.46	$1,956.98	$1,421.13	$1,311.24

OR

Monthly Medical Rates with Prescription Benefit Option R10/25/40M10/40/70					
single	$869.92	$748.68	$701.22	$509.23	$469.86
2-person	$1,739.84	$1,497.35	$1,402.45	$1,018.46	$939.72
family	$2,348.78	$2,021.42	$1,893.30	$1,374.92	$1,268.62

RX = Copays for both retail and mail order R= Copays for retail (up to 34 day supply) M = Copays for Maintenance Choice (up to 90 day supply)

Medicare Supplemental Plans (MC3)	
MC3 with RX Coverage	RX10/20/45
single	$602.04
MC3 with RX Coverage	R10/25/40M10/40/70
single	$582.45
MCNRX (No RX Coverage)	N/A
single	$240.78

DISCLAIMER: Monthly rates are based on a minimum of 75% participation of all eligible employees who do not otherwise have group medical coverage. Active employees and retirees must be offered the same prescription drug coverage. HealthTrust reserves the right to change these rates if there is a +/- 10% in enrollment. All deductibles and benefit limits shown are per plan year (January 1 through December 31). These charts are intended for summary purposes only. Details of coverage are set forth in separate documents, which govern these plans.

HealthTrust

JANUARY 2021 RENEWAL

How HealthTrust Medical Rates are Determined

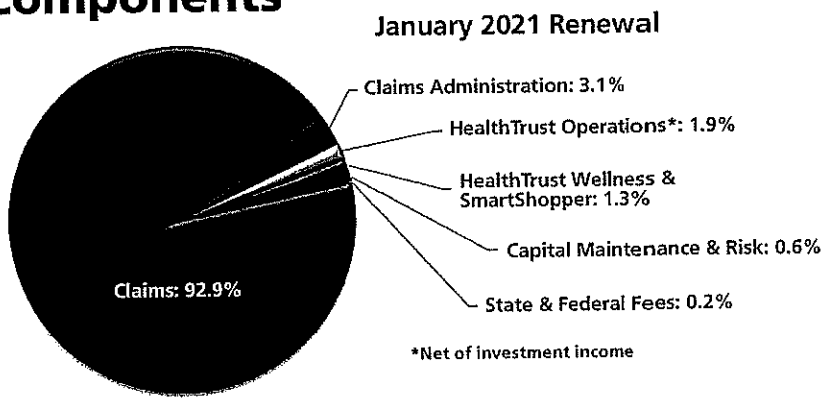
Rating Process

The renewal rates were set by the HealthTrust Board of Directors (HealthTrust Board) on October 6, 2020 as the last step in our comprehensive rate setting process. Staff and external actuaries (Milliman) work together to review historical claims data that is then projected forward using the latest trend forecasts to derive the change required, if any, in renewal rates. This information is presented to the Board's Finance & Personnel Committee for their review and consideration. The Finance & Personnel Committee determines the recommended renewal rates, which are then presented at two public hearings for Members. Finally, the HealthTrust Board adopts the renewal rates, taking into consideration feedback received from the two public hearings and the recommendation by the Finance & Personnel Committee.

This year's rating process used a different claims experience period than is typically utilized to set medical and dental rates as a result of COVID-19's disruption to normal claims activity. Starting March of 2020, the COVID-19 pandemic resulted in the cancellation or deferral of a significant volume of elective and non-emergency medical and dental care that would have taken place during the period of March through June 2020 but for the state of emergency. As a result, for the current rating, Milliman's actuarial review utilized a 12-month claims experience period from March 2019 through February 2020 that ended just prior to the impact of COVID-19. In calculating these rates, Milliman also took into account projected increases in future claims that are anticipated to occur between January 1, 2021 through June 30, 2021 as covered individuals reschedule some of the care they postponed due to COVID-19.

Medical Contribution Components

The overall medical rates are comprised of severa components. Claims are the largest component at approximately 93% of the rate, 3.1% for Claims Administration, 1.9% for HealthTrust's Operations (net of investment income), and 1.3% for Wellness and SmartShopper. The remainder of the rate is for required state vaccine fees (0.2%) and risk charges recommended by the actuary (0.6%) for needed reserves.



Medical Plan Relativities

HealthTrust works with its actuaries from time to time to determine the relative cost of the different medical benefit options we offer. At this time, the percentage rate change for each benefit option will remain the same as the overall percentage rate change for Member Groups.

CAPITAL ADEQUACY RESERVE AND RETURN OF SURPLUS

Capital Adequacy Reserve Level

Annually the HealthTrust Board determines the target level for HealthTrust's capital adequacy reserve. The purpose of a capital adequacy reserve is to ensure that all future obligations for the payment of claims and expenses are fully paid even if HealthTrust's actual experience differs from the rating assumptions used to set the contribution rates. Check out our video explaining Capital Adequacy Reserve on our website *www.healthtrustnh.org*, in the "Who We Are" section under Financials.

HealthTrust locks in the rates it charges for future coverage based on the actuaries' best information known at this time. However, actual future claims costs may be significantly higher than predicted for numerous reasons. The capital adequacy reserve exists to make sure HealthTrust can pay claims and expenses even if future performance differs from the projections used to set rates.

The HealthTrust Board has established a policy that it shall rely on the opinion of a qualified actuary using a sound actuarial methodology to determine the target capital adequacy reserve level for HealthTrust to meet its obligations to pay claims and expenses, even if the rating assumptions end up being too low. This policy is consistent with the NH Supreme Court's 2014 decision which addresses how such reserves should be set.

HealthTrust retained the Milliman firm, one of the preeminent actuarial firms in the country, to determine, using an actuarially sound methodology, how much capital adequacy reserve HealthTrust needed as of the start of this fiscal year, July 1, 2020. Milliman recommended that HealthTrust should target a capital adequacy reserve level of $90 million to $140 million. This amount provides HealthTrust with a 95% confidence level that it can meet all its obligations over a 5-year period. Milliman recommends that HealthTrust use that confidence level as it provides only a 5% chance of insolvency over the next five years. Where in this range the reserve needs to be depends on whether HealthTrust has pricing flexibility to respond to adverse situations as they develop.

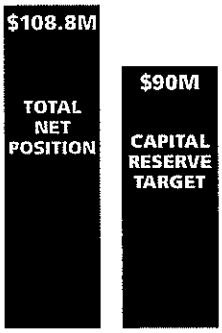
Based on this actuarial recommendation, the HealthTrust Board established a capital adequacy reserve target level of $90 million as of June 30, 2020.

Return of Surplus

After the Board sets the capital adequacy reserve level, it determines whether there is any surplus to return to Members. The 2020 Fiscal Year audited financial statement Net Position is $108.8 million, which exceeds the Capital Reserve Target ($90M) adopted by the Board. Therefore, for FY2020, there will be a Return of Surplus in the amount of $18.8 million to Members for the fiscal year ending June 30, 2020.

*Once the HealthTrust 2020 Fiscal Year audited financial statement is finalized, it will be posted online on our website *www.healthtrustnh.org*, in the "Who We Are" section under Financials.

FY2020
TOTAL NET POSITION
APPROXIMATELY
$108.8M



Surplus to distribute equals the amount by which Total Net Position, ($108.8M) exceeds the Capital Reserve Target, ($90M) adopted by the Board.

For FY2020
$108,786,984 – $90M = $18,786,984
FY2020 Return of Surplus in November 2020

HealthTrust

JANUARY GROUPS (CY2021)

HealthTrust values our Member Groups and we strive to continually enhance our benefits and programs to meet and exceed your Group's expectations.

Plan Enhancements and Updates

Early Intervention Services

Effective September 18, 2020

- HealthTrust medical benefit options will now provide coverage for medically necessary early intervention services at no cost share, with the exception of our High Deductible Health Plans (LUMENOS2500 and ABHD/5K/20COIN) where only the Standard Deductible (no Coinsurance, if applicable) will continue to apply.
- Early intervention services are covered from birth to the covered dependent's third birthday. Eligible covered dependents are those with significant functional physical or mental deficits due to a developmental disability or delay. Covered services include medically necessary physical, speech/language and occupational therapy, nursing care, and psychological counseling provided by eligible behavioral health providers, such as clinical social workers.

Telemedicine Services

Effective November 1, 2020

- HealthTrust medical benefit options currently provide expanded access to telemedicine services, including audio-only services, on the same basis as coverage for in-person visits during the COVID-19 State of Emergency. HealthTrust will now continue to provide this expanded telemedicine coverage on an ongoing basis.

Prescription Diabetic Insulin

Effective January 1, 2021

- All CVS Caremark prescription coverage plans will limit the applicable copayment for covered diabetic insulin medications to no more than $30 for each 30-day supply. Copayments will remain the same for diabetic insulin filled through the mail service pharmacy or CVS retail pharmacy (Maintenance Choice) for up to a 90-day supply. All other plan provisions remain in effect.
- High Deductible Health Plans (LUMENOS2500 and ABHD/5K/20COIN) with Anthem/IngenioRx prescription coverage will limit cost sharing for covered diabetic insulin medications to no more than $30 for each 30-day supply or $90 for a 90-day supply, and the Standard Deductible and/or Coinsurance will not apply.

Dental Plan Benefit Maximum Temporary Increase

Effective January 1, 2021

- Annual plan year benefit maximums will increase on a one time, temporary basis by 50% for the CY2021 plan year (January 1, 2021 through December 31, 2021) due to the COVID-19 pandemic. This will assist covered individuals who may have been impacted relative to their dental care. Please note, lifetime Orthodontic maximums are not being adjusted.
- This temporary benefit maximum increase applies to all HealthTrust dental plan options.

Keep your Employees Informed – Encourage them to create their SEP Account today!

Encourage your covered employees and retirees to create their Secure Enrollee Portal (SEP) account for 24/7 access to digital ID cards, coverage documents, a Secure Message Center, Single Sign-On buttons to Anthem, CVS Caremark, Delta Dental, Onlife, and other vendor partner websites and resources.

Use the flyer and forward-ready email in your BA Toolkit in the SMP to remind employees to set up their account today!

David Jodoin

From: Harold Paulsen <hpaulsen@pembroke-nh.com>
Sent: Sunday, October 11, 2020 12:54 PM
To: 'Jon Rokeh'; 'Carolyn Cronin'; 'David Jodoin'
Subject: RE: Selectman meeting to assign Road names for San Ken Homes subdivision

Jon,

I have reviewed the proposed names of Blane Circle, Dawn Court and Grady Lane and find no problems with them.

Harold Paulsen
Fire Chief

Pembroke Fire Department
247 Pembroke Street
Pembroke, NH 03275

603.485.3621 x2251
603.268.0135 FAX
603-496-0630 Cell
hpaulsen@pembroke-nh.com

From: Jon Rokeh [mailto:jon@rokehconsulting.com]
Sent: Wednesday, October 07, 2020 11:16 AM
To: Chief Harold Paulsen <hpaulsen@pembroke-nh.com>; Carolyn Cronin <ccronin@pembroke-nh.com>; David Jodoin <djodoin@pembroke-nh.com>
Subject: Fw: Selectman meeting to assign Road names for San Ken Homes subdivision

Chief Paulsen,

I believe the road names we were using for the San Ken subdivision plan were ok'd by the fire department sometime during the review process. We had changed them to replace names that were rejected. Can you please take a look at the final plan and names and let us know if it is ok for David to schedule a meeting with the Selectmen to approve them?

Thank you.

Jon Rokeh, PE
Rokeh Consulting, LLC
89 King Road,
Chichester, NH 03258
603-387-8688 (P)
jon@rokehconsulting.com
www.rokehconsulting.com

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

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") is entered into as of the latter signature date hereof ("**Effective Date**") by and between GTP Towers I, LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and Town of Pembroke, with a place of business at 311 Pembroke Street, Pembroke, NH 03275 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: Plausawa Hill #1
Site Number: 373106
Address and/or location of Tower Facility: 885 Plausawa Hill Road, Pembroke, NH 03275-0000
Tower Facility Coordinates: Lat. 43.21916 Long. -71.44008

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Bernie Peabody (603) 402-4144.
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to Licensee's address above to the attention of the Town Administrator.
- Notices to Licensor shall be sent to Licensor's address above to the attention of Contracts Manager.
- Licensor's Remittance Address GTP Towers I, LLC, 29893 Network Place, Chicago, IL 60673-1296; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.
Antenna mount height on tower: See Exhibit A for specific location.
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM:

Monthly License Fee: Two Hundred Ninety-Nine and 36/100 Dollars ($299.36), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Three percent (3%).

Application Fee: N/A

Relocation Application Fee: N/A

Site Inspection Fee: N/A

Initial Term: A period of five (5) years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) July 23, 2019.

Renewal Terms: 4 additional periods of 5 years each.

Connection Fee (as described in Subsection 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

☒ Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of $20.00 per month ("**Utility Fee**") subject to adjustment pursuant to Subsection 5(b), OR
☐ Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): ☐ None ☒ As listed below

A. PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("**PCNs**") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a "**PCN Default**") for which the cure period is set forth in Section 21. In the event Licensee fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Licensee under this Agreement, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars ($25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Subsection A ("**PCN Retention Fee**"). Licensor and Licensee acknowledge that holding PCNs in violation of this Subsection A reduces Licensor's opportunity to license space at Licensor's tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor's written notice to Licensee of Licensee's uncured default of this Subsection A and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

D. Licensor and Licensee agree and acknowledge that Licensee shall be responsible for painting the transmission lines to match the colors of the tower.

E. Termination of Prior Agreement. Licensor and Licensee agree, on behalf of themselves, their predecessors, affiliates, and subsidiaries, that, upon the Commencement Date of this Agreement, this Agreement will terminate their respective rights and obligations under the Tower Site License Agreement between Licensor and Licensee dated November 7, 2008 referenced by Licensor as Contract GTP11403 for the tower facility known to Licensor as NH-5029 / Plausawa Hill #2.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however,* that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR	LICENSEE
GTP Towers I, LLC, a Delaware	Town of Pembroke
limited liability company	
By: _____	By _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon thirty (30) days' prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed in both hard copy and electronic form ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this Section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to one hundred twenty percent (120%) of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved

Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. USE.

Subject to the terms of any Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.** Licensee agrees to install a sub-meter and/or connect to Licensor's power on or before the Commencement Date. Licensee shall pay the cost of all utility service necessary, including the Utility Fee and Connection Fee, to install, maintain and operate the Approved Equipment. The Utility Fee shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If Licensor determines, in its sole discretion, that Licensee's utility usage increased over Licensee's utility usage as of the Commencement Date, or as of the date of the last Utility Fee increase resulting from increased utility usage, Licensor may, but is not required, to modify the Utility Fee by an amount equal to Licensor's actual increased costs incurred due to Licensee's increased utility usage. If such a modification in the Utility Fee is imposed, Licensor shall notify Licensee in writing of such increase in the Utility Fee. Any such change in the Utility Fee resulting from an increase in Licensee's utility usage will take effect with the next payment of the Utility Fee coming due after Licensee's receipt of Licensor's notice. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein. Licensee acknowledges that Licensor shall not provide backup power in the event of an interruption in utility service. In the event that (i) Licensee elects to cause its utility service to be separately metered from Licensor's utilities, or (ii) Licensee powers down the Approved Equipment (each, a "**Utility Change Event**"), and Licensee shall provide not less than thirty (30) days' prior written notice to Licensor of such Utility Change Event together with supporting documentation relating to such Utility Change Event, Licensee shall pay to Licensor the cost of all utility service drawn from Licensor's meter until Licensee's use of such utilities at the Tower Facility are separately metered or Licensee terminates all use of Licensor's utilities at the Tower Facility. Licensee acknowledges that it shall remain responsible for any utility charges provided for herein prior to Licensor's receipt of a notice of a Utility Change Event, including those incurred following the expiration of this Agreement but prior to the removal of Licensee's Approved Equipment.

(c) **Taxes.**

(i) **Property Taxes.** To the extent permitted by applicable law, Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within thirty (30) days of Licensor's request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Monthly License Fee or other payments received pursuant to this Agreement. To the extent permitted by applicable law, Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the Monthly License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as the Monthly License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("**BLM**") or the United States Forest Service ("**USFS**"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within thirty (30) days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the Monthly License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(h) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this

Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred fifty percent (150%) of the Monthly License Fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the monthly license fee payable to Licensor in the event of an extension under this Subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. INTENTIONALLY DELETED.

8. SITE INSPECTION.

Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within ten (10) days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of $1,500 ("**Labeling Fee**") which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

(a) **Installation and Approved Vendors.** Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any

contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than Licensor but including Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to Subsection 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within thirty (30) days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of $1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under Section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's

Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within thirty (30) days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten (10) days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) **Correction.**

(i) **Licensee.** Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within thirty (30) days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **Licensor.** Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this Section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users.** Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the

governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register.* November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within thirty (30) calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such thirty (30) day period shall constitute a default under this Agreement and Licensor shall have the right

to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS.

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within thirty (30) days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. COMPLIANCE WITH LAWS.

Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in Section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims to the extent arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Survival.** The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY.

NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY.

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES.

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereto in accordance with this Section 18 (the **"Notice Address"**) and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING.

Licensee may not, directly or indirectly, assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of $500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground

Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within ten (10) Business Days of the date when due; (ii) except for a PCN Default for which the cure period is set forth in clause (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in Section 11; (iv) a PCN Default occurs that Licensee fails to cure within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written notice from Licensor to Licensee.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of this Agreement by Licensee, discounted by an annual percentage rate equal to five percent (5%), (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of thirty (30) days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to eighteen percent (18%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is

overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the existing Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The Monthly License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "**Trigger Condition**"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("**Paying Carrier Rate**"), all in accordance with the terms and provisions provided in this Subsection 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("**Relocation Notice**") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within ten (10) Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C)

remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have forty-five (45) days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all of the terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within forty-five (45) days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such ten (10) Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and equipment containing Hazardous Materials and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this Subsection, a "**Paying Carrier**" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

(c) **Tower Removal**: If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days' prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing ninety (90) day notice period, then Licensee or Licensor may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any of the covenants contained in this Section 26. The obligations of Licensee to indemnify Licensor pursuant to this Section 26 shall survive the termination or expiration of this Agreement.

27. SUBROGATION.

(a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and

shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, any portion of the Tower Facility, and Licensee shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both Licensor and Licensee.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Space

Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3

Appendix I: Definitions

Appendix II: Insurance

Exhibit A

List of Approved Equipment and location of the Licensed Space

Exhibit B

Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.

Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.

Appendix I

Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "**control**" means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in Section IV.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in Section IV.

Application Fee: defined in Section IV.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

BLM: defined in Subsection 5(d).

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

Commencement Date: defined in Section IV.

Common Expenses: defined in Section 7.

Connection Fee: defined in Section IV.

Construction Drawings: defined in Section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in Section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in Subsection 11(g).

Ground Lease: defined in Section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in Subsection 6(c).

Indemnified Party: any person or entity entitled to indemnification under Section 15 hereof.

Indemnifying Party: any person or entity obligated to provide indemnification under Section 15 hereof.

Initial Term: defined in Section IV and referenced in Subsection 6(c).

Interference: defined in Subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in Subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in Subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in Section IV and referenced in Subsection 5(a).

MPE: defined in Section 25.

Notice Address: defined in Section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and

approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.

Paying Carrier: defined in Subsection 24(b).

Paying Carrier Rate: defined in Subsection 24(b).

Party(ies): Licensor or Licensee.

PCN Default: defined in Subsection VI.A.

PCN Retention Fee: defined in Subsection VI.A.

PCNs: defined in Subsection VI.A.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Application Fee: defined in Section IV.

Relocation Notice: defined in Subsection 24(b).

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Trigger Condition: defined in Section 24(b).

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall name Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

Customer Name:	ATC Asset Name:	ATC Asset #:
TOWN OF PEMBROKE	Plausawa Hill #3	373108
	Customer Site Name: N/A	Customer Site #: N/A

GROUND SPACE REQUIREMENTS

Total Lease Area Sq. Ft: 4.00'	Primary Contiguous Lease Area	L:2.00'	W:2.00'	H:	Sq. Ft: 4.00
	ATC Building	2.00'	2.00'	N/A	4.00
	Outside Primary Lease Area	N/A	N/A	N/A	Sq. Ft: N/A

BACKUP POWER REQUIREMENTS

Generator: N/A | Capacity(KW): N/A | Fuel Tank Size(gal): N/A | Fuel Type: N/A | Fuel Tank Setback(radius): N/A

UTILITY REQUIREMENTS

Power Provided By: American Tower Provided (Carrier to reimburse ATC) | Avg. Monthly Power Consumption: 100.0 KwH

Telco/Interconnect: N/A

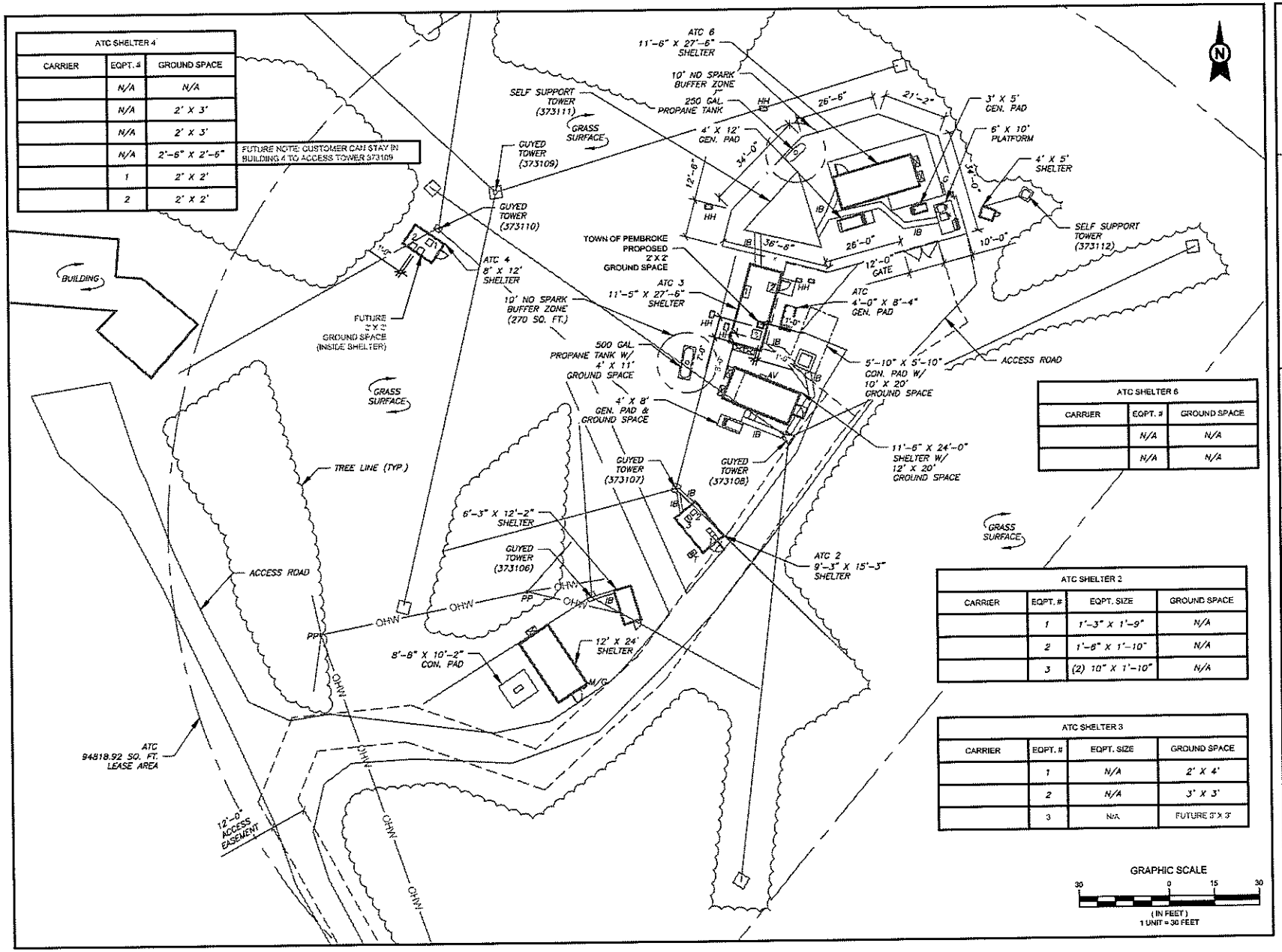
TRANSMITTER & RECEIVER SPECIFICATIONS

Type: TX | Quantity: 1 | TX Power(watts): 40 | ERP(watts): N/A

ANTENNA EQUIPMENT SPECIFICATIONS

Type	DIPOLE	N/A	N/A	N/A	N/A	N/A
Manufacturer	Andrew	N/A	N/A	N/A	N/A	N/A
Model #	DB404	N/A	N/A	N/A	N/A	N/A
Dimensions HxWxD	60" x 1.7" x 1.7"	N/A	N/A	N/A	N/A	N/A
Weight(lbs.)	14.0	N/A	N/A	N/A	N/A	N/A
Location	Tower	N/A	N/A	N/A	N/A	N/A
RAD Center AGL	129.5'	N/A	N/A	N/A	N/A	N/A
Antenna Tip Height	132.0'	N/A	N/A	N/A	N/A	N/A
Antenna Base Height	127.0'	N/A	N/A	N/A	N/A	N/A
Mount Type	Leg/Flush	N/A	N/A	N/A	N/A	N/A
Quantity	1	N/A	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	60	N/A	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
TX/RX Frequency Units	MHz	N/A	N/A	N/A	N/A	N/A
TX Frequency	452.625	N/A	N/A	N/A	N/A	N/A
RX Frequency	457.625	N/A	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	N/A	N/A	N/A	N/A	N/A
Antenna Gain	3.8	N/A	N/A	N/A	N/A	N/A
Total # of Lines	1	N/A	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
Line Type	Coax	N/A	N/A	N/A	N/A	N/A
Line Diameter Size	1/2" Coax	N/A	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

OAA747929



ATC SHELTER 4		
CARRIER	EQPT. #	GROUND SPACE
	N/A	N/A
	N/A	2' X 3'
	N/A	2' X 3'
	N/A	2'-6" X 2'-6"
	1	2' X 2'
	2	2' X 2'

FUTURE NOTE: CUSTOMER CAN STAY IN BUILDING 4 TO ACCESS TOWER 373109

ATC SHELTER 6		
CARRIER	EQPT. #	GROUND SPACE
	N/A	N/A
	N/A	N/A

ATC SHELTER 2			
CARRIER	EQPT. #	EQPT. SIZE	GROUND SPACE
	1	1'-3" X 1'-9"	N/A
	2	1'-8" X 1'-10"	N/A
	3	(2) 10" X 1'-10"	N/A

ATC SHELTER 3			
CARRIER	EQPT. #	EQPT. SIZE	GROUND SPACE
	1	N/A	2' X 4'
	2	N/A	3' X 3'
	3	N/A	FUTURE 3' X 3'

GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 UNIT = 30 FEET

AMERICAN TOWER®
A.T. ENGINEERING SERVICE, PLLC
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 466-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF LESSOR/SITE OWNER AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM LESSOR/SITE OWNER. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH LESSOR/SITE OWNER WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

ALL MEASUREMENTS AND LOCATIONS USED IN THIS SITE DESIGN ARE APPROXIMATE AND LESSOR/SITE OWNER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO UNDERGROUND FEATURES, INCLUDING BUT NOT LIMITED TO UTILITIES, ROCK FORMATIONS, ETC. THIS SITE DESIGN SHALL NOT BE USED FOR CONSTRUCTION PURPOSES AND LESSEE SHOULD CONTACT AND UTILIZE A UTILITY LOCATOR SERVICE PRIOR TO COMMENCING CONSTRUCTION TO AVOID SERVICE DISRUPTION TO OTHER USERS AND INJURY OR DEATH

ATC SITE NUMBER:

373106

ATC SITE NAME:

PLAUSAWA HILL #1

NEW HAMPSHIRE

LEGEND

⊗	GROUNDING TEST WELL
AV, A/V	AIR VENT
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
C	CABINET
CS	COAX SHROUD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH, V	HAND HOLE, VAULT
HFC	HYDROGEN FUEL CELL
HSM	HYDROGEN STORAGE MATERIAL
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
LPG	LIQUID PROPANE GAS
M	METER
OHW	OVERHEAD WIRE
P	POWER
PB	PULL BOX
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
— — —	BUFFER
— — —	GROUND SPACE (LEASE AREA)
— — —	EASEMENT

DRAWN BY:	S.XIONG
DATE DRAWN:	04/17/19
CUSTOMER:	TOWN OF PEMBROKE
ATC PROJECT NO.:	OAA747929

SITE PLAN LAYOUT

PROPOSAL

SHEET NUMBER:	AUDITED BY
SITE-1	ON

Copyright © 2015 ATC IP LLC. All Rights Reserved.

David Jodoin

From:	Stephanie Alexander <salexander@cnhrpc.org>
Sent:	Tuesday, October 13, 2020 3:53 PM
To:	Harold Paulsen; David Jodoin
Cc:	Michael Tardiff
Subject:	Pem Haz Mit LOA for Selectmen Signature
Attachments:	HMC Establishment Guide Pembroke Board of Selectmen Oct 2020.pdf; CNHRPC LOA for Pembroke HMP Update 2021 HMGP 4457 2019 10-20.pdf

Good afternoon Harold and David,

While CNHRPC awaits Governor and Council approval of our HMGP agreement with the NH Department of Safety, together we can prepare our early administrative & organizational components of the Pembroke Hazard Mitigation Plan update.

There are 2 files attached, one of which is the **Letter of Agreement** the Board of Selectmen signs every 5 years for HMP update with CNHRPC. The LOA's intent remains the same as related to the Town's, Haz Mit Committee's, and CNHRPC's responsibilities. There is $0 out of pocket dollars Pembroke is responsible for, yet the 75/25 HMGP funding indicates the Town must provide a minimum of $3,000 in-kind match which is met using the value of people's time.

Please read through the LOA and let me know if you'd like to see any changes; otherwise, the Board of Selectmen should sign print and sign the LOA at their next meeting. At that same meeting, as noted in the LOA the BOS should designate the Staff Coordinator(s) and appoint members of the Hazard Mitigation Committee. CNHRPC seeks one original signed paper LOA, so should the Town need any original LOAs for your records, you'd want to print out extras for signature.

After the Town's signature, email me a clean, scanned PDF (color if possible) LOA and postal mail me the signed paper original LOAs via the USPS to our CNHRPC address below Mike Tardiff and I will sign the LOAs and postal mail the extras to you, minus the one we will keep for our records.

The second attachment is a **HMC Establishment Guide** that we give to Boards of Selectmen should they wish its assistance in assembling and appointing their Hazard Mitigation Committee.

The Board might discuss meeting logistics which are not addressed in the LOA. CNHRPC's current policy is to not attend any meetings in person for the foreseeable future, and most staff have exclusively tele-worked since March. For Pembroke, we plan to host the remote Haz Mit meetings via Zoom to utilize its presentation, meeting, and screen sharing abilities. The meeting agenda and login credentials will be provided several days prior to the meeting. We have successfully used this remote meeting process for Hazard Mitigation Committees. The one person/one room/one device formula works best for the HMC's roundtable format purposes.

Alternatively, if the Town prefers to host the HMC meetings on a different platform for conformity and to make public any meeting videos, we can try to accommodate as long as I have screen-

sharing/alternate host ability to live display Plan documents from my screen. Some members of the HMC may prefer to meet in person, in which case one of you would be in charge of streaming the remote meeting to in-person attendees for their participation and would ensure there are adequate in-person microphones to obtain update info from the HMC. The audio quality is generally poor for all participants when people try to share a microphone while socially distanced during active back and forth roundtable discussion; people talking into their own devices while sharing a room with another microphone/speaker creates audio feedback loops. Let me know which method you prefer to try for Meeting 1 so we can plan accordingly.

I will also begin preparing administrative documents that you'll want, including HMC Member Info Organization, Individual Match Timesheets, publicity docs Meeting Notice and Meeting Press Release.

Please email me with any questions, and if you'd like to talk about any items, we can make a phone appointment for me to call you.

Best regards,
Stephanie

Stephanie Alexander, Senior Planner
Central NH Regional Planning Commission
28 Commercial Street, Suite 3
Concord, NH 03301 - CLOSED TO THE PUBLIC AS OF MAR 17, 2020
Phone 226.6020 Web www.cnhrpc.org
Remote Office Hours: Mon-Tues-Wed-Fri
Email to salexander@cnhrpc.org

Letter of Agreement
for the

Pembroke Hazard Mitigation Plan Update 2021

PURPOSE

The Central NH Regional Planning Commission (CNHRPC) and the Town of Pembroke agree to undertake a partnership to update the Pembroke Hazard Mitigation Plan 2017 which lapses on January 20, 2022. The Federal Emergency Management Agency (FEMA) requires updates to hazard mitigation plans every 5 years to ensure communities remain eligible for certain federal disaster and project funding programs.

When approved, the Hazard Mitigation Plan can be utilized for multiple purposes in the community, including grant support, Master Plan support, as a budgeting and Capital Improvements Program tool, regulation amendment support, infrastructure improvement guidance, historical recordkeeping, and more.

FUNDING AND MATCH

Work on the Pembroke Hazard Mitigation Plan 2021 (HMP 2021) will be funded by the Hazard Mitigation Grants Program (HMGP) 4457 2019 as provided to CNHRPC by NH Homeland Security and Emergency Management (NH HSEM) within NH Department of Safety (NH DOS) on behalf of FEMA. The HMGP funding is a 75/25 grant with in-kind (non-monetary) Town minimum match value required. As with previous Plan development grants, there is zero ($0) dollar cost to the Town for the Plan's update and CNHRPC will undertake the grant administration. CNHRPC will be receiving $9,000 in payment from NH HSEM for work completed under a task-based contractual agreement with the State for Hazard Mitigation Plan updates for several regional communities. Pembroke will not provide any payment to CNHRPC for this project.

HMGP 2019 Funding for Pembroke's Plan Update 2021	$12,000	100%
Funding to CNHRPC for Plan Update Preparation	$9,000	75%
Town's In-kind Minimum Match (Time Value)	$3,000	25%

Should the existing Pembroke Hazard Mitigation Plan 2017 lapse in January 2022 during the update process, the Town may need to wait to apply for certain grant funding programs, such as Pre-Disaster Mitigation (PDM), Hazard Mitigation Grants Program (HMGP), Hazard Mitigation Assistance (HMA) and Flood Mitigation Assistance (FMA) project funding, until after Plan approval is obtained. However, the Town would remain eligible for Public Assistance (PA) and Individual Assistance (IA) disaster recovery funding in the event of a major disaster declaration and would be eligible for Hazard Mitigation Grant

- Data Collection in Excel: including land use acreage, building permits, buildings & building values in the floodplain parcels, one-egress roads, 5-year culvert upgrades,
- Action Plan 2017 Status in Excel: including all Departments input on their previous actions
- Mitigation Action Plan 2021 in Excel: for all Departments with actions to provide input
- STAPLEE Action Evaluation 2021 in Excel: with new ratings for actions often updated by group consensus
- Hazard Mitigation Plan 2021 in Word: for overall review & revision

Research, tasks, and administrative support will be recorded by Town participants on the Individual Match Timesheets provided by CNHRPC to track the in-kind value of the match time earned outside of the meetings. Match Timesheets will be submitted by the Staff Coordinator on a quarterly basis (January 1, April 1, July 1, October 1) to CNHRPC. The Town acknowledges the actual in-kind match value provided by Town staff and volunteers will exceed the minimum required match due to the necessary time needed to prepare the Plan update for current NH HSEM and FEMA review requirements and approval and CNHRPC approved Plan format and content. This is the normal outcome, also occurring in previous Pembroke grants.

FEMA requires a transparent Plan development process and highly encourages multiple forms of public participation. As Committee meetings are fully open and accessible to the public, the Town will be required by NH law to take and post meeting minutes. The Town agrees to invite community stakeholders and key members of the public, with suggestions provided by CNHRPC, to attend meetings and may consider other ways of engaging the public during the Plan update. The Town website should be utilized to announce Committee meetings, post meeting agendas, meeting minutes, requests for disaster photographs, and request for map edits. After the last meeting has been held, a Public Information Meeting will be organized and led by Committee members to present the final draft Plan to the public, answer questions, and take comments.

To enable the production of a high-quality, updated Hazard Mitigation Plan useful to the community, the Town acknowledges the need for the Staff Coordinator, Hazard Mitigation Committee (HMC) members, Emergency Management Director and/or Town Administration, and possibly other Town staff, to work closely with CNHRPC staff to provide the requested Town-specific data and information in a timely fashion for incorporation into the Plan. Many HMC meetings will be scheduled to accomplish the update of the Plan, although much of the data collection and update of Word and Excel documents will occur outside of HMC meetings by Town Administration and Departments and will be provided to CNHRPC staff via email.

PLAN PROCESS ESTIMATED BENCHMARKS

CNHRPC is presently awaiting Governor and Council approval of the HMGP grant agreement, upon which its receipt indicates the Pembroke HMP 2021 update process and in-kind match recording can commence. CNHRPC will inform the Town when this date occurs.

CNHRPC uses a typical 10 to 12 meeting update schedule of about 2 meetings every 30 days for about 6-7 months, with scheduled gaps for new meeting material preparation, data & information collection from the Town, Plan compilation by CNHRPC, and a Public Information Meeting after the Plan is drafted. This schedule estimates Committee meetings from about November 2020 to June 2021. After, the remainder of the Plan process is obtaining approvals, possibly August-November 2021.

The timing of estimated benchmarks may vary because of many factors, including but not limited to: the date of project initiation, the ability of the HMC to complete the meeting agendas and maintain the meeting schedule, the ability of the Staff Coordinator and HMC members to complete and submit to CNHRPC the necessary data and assignments in between meetings in a timely fashion, the time necessary for the HMC to hold the Public Information Meeting and Board of Selectmen adoption meeting, potential bad weather postponing meetings, the length of Plan review time necessary to accommodate NH HSEM-required Plan revisions communicated during the Plan development process and after the Plan is submitted for APA, and the length of State review time for both APA and final Plan approval. Estimated Plan process benchmarks for HMGP 2019 are as follows:

	Benchmark Tasks	Oct- Nov 2020	Nov 2020	Dec 2020 - Jun 2021	Jul 2021	Aug 2021	Oct 2021	Nov- Dec 2021
	CNHRPC & Town organization	X						
	Governor and Council approval received	X						
	CNHRPC provides publicity documents to Town	X						
HMC Meetings Nov 2020 – Aug 2021	Hold Meeting 1 [Haz Mit Committee (HMC)]		X					
	Hold Meetings and Work Sessions (approx. 12 total, as neeeded)			X				
	Review First Draft of Plan at Meeting 4				X			
	HMC holds Public Information Meeting at BOS Meeting					X		
	CNHRPC submits Plan for APA (conditional approval)					X		
	APA received from HSEM						X	
	HMC presents Plan for Board of Selectmen Plan adoption						X	
	CNHRPC submits Plan for Formal Approval. FA received by HSEM & letter from FEMA							X
	CNHRPC provides final digital files to Town							X

PEMBROKE BOARD OF SELECTMEN

Ann Bond, Chair Date

Mike Crockwell, Member Date

Sandy Goulet, Vice Chair Date

Karen Yeaton, Member Date

Richard Bean, Member Date

PEMBROKE EMERGENCY MANAGEMENT DIRECTOR

Harold Paulsen, Emergency Management Date

PEMBROKE TOWN ADMINISTRATOR

David Jodoin, Town Administrator Date

NAME OF DESIGNATED STAFF COORDINATOR:

CENTRAL NEW HAMPSHIRE REGIONAL PLANNING COMMISSION

Michael Tardiff, Executive Director Date

Stephanie Alexander, Senior Planner Date

Guide for the Board of Selectmen to Establish a Hazard Mitigation Committee (HMC) and Appoint/Invite Other HMC Stakeholders

The current **Pembroke Hazard Mitigation Plan 2017** lapses **01-20-22** and is to be updated with CNHRPC under a federal 75/25 Hazard Mitigation Grant Program (HMGP) in 2021. Mitigation Actions were developed to help keep the Town safer from natural disasters and other hazards. Guidance of the implementation of Actions and assistance to Departments is needed. To ensure this 5-year **Plan** has the greatest update success, **CNHRPC recommends that the Board of Selectmen formally appoints a Hazard Mitigation Committee (HMC)**.

PURPOSE OF THE HAZARD MITIGATION COMMITTEE ESTABLISHMENT (FOR MOTION)

The purpose of the Hazard Mitigation Committee (HMC) is to oversee the development, update, and implementation of the Town's Hazard Mitigation Plan which is approved by the NH Homeland Security and Emergency Management through the authority provided by Federal Emergency Management Agency (FEMA). Because the current Plan lapses within five years of its approval date in January 2022 and must be maintained by the Hazard Mitigation Committee to ensure the Town remains eligible for federal mitigation grant funding opportunities, **the Plan update process will run between 2020-2021 and will be guided by CNHRPC. The update process is anticipated to start in November 2020** and has an average of 12 meetings. Service on this Committee shall be up to 1 year or until the updated Hazard Mitigation Plan is approved.

SELECTMEN'S SUGGESTED HMC APPOINTEES

Listed below are the Town Staff, Departments, Committees and Boards who have the greatest relevancy to the Hazard Mitigation Plan as emergency responders, administrators, and regulation adopters. **Choose individuals who are *interested and invested*** in this important project for maximum effectiveness. Interested people will attend more meetings, provide more in-kind match hours toward the 75/25 grant and will strive to work with CNHRPC to complete the Plan update in a timely manner. **The goal is to have 6-8 knowledgeable people consistently attend the 12 Committee meetings**. Appointing 1 person to cover more than one Dept/Board is fine as long as the person commits to attending the meetings.

The Town's **Hazard Mitigation Plan** update and development is a transparent public process where different perspectives are valued and encouraged. Municipal appointees to the HMC are necessary but At-Large Stakeholder positions should also be available. See the table on the next page.

Suggested Municipal Appointees to Hazard Mitigation Committee (HMC) should include:

(changes titles as needed to fit your community)

- **A Staff Coordinator** who organizes the Agendas, schedules the meetings, organizes paperwork, communicates with CNHRPC during the day, coordinates Town data collection (Word & Excel), coordinates the Committee, fulfills publicity needs, takes minutes of HMC meetings, etc.

Guide for the Board of Selectmen to Establish a Hazard Mitigation Committee (HMC) and Appoint/Invite Other HMC Stakeholders

The appointed Staff Coordinator is: _____ .

HMC BOS Appointee and Staff Coordinator Invitee Table	
SUGGESTED Board of Selectmen Municipal Appointee (revise titles as applicable to your Community)	SUGGESTED Board of Selectmen HMC At-Large Stakeholder (revise titles as applicable to your Community)
Emergency Management Director	Member at Large: Town Library representative
Deputy Emergency Management Director	Member at Large: Historical Society Commission member
Staff Coordinator of Haz Mit Committee	Member at Large: School Board/ District member
Town Administrator	Member at Large: non-municipal representative
Fire Chief or Officer	Member at Large: Senior Center Representative
Police Chief or Officer	Other Member at Large:
Public Works Dept Road Agent or Staff	HMC Guest Invitee – Personal Invitations from Staff Coordinator (revise titles as applicable to your Community)
Transfer Station Supervisor	Neighborhood Representative
Tri-Town Ambulance Director or Staff	Populations at Risk Representative
Building Inspector/Code Enforcement	Engaged Citizen
Town Planner	Engaged Citizen
Board of Selectmen volunteer	Business Community Representative
Planning Board volunteer	Business Community Representative
Conservation Commission volunteer	Local & Regional Non-Profit Group Rep
Parks and Recreation volunteer	Local & Regional Non-Profit Group Rep (natural resources, social [Kiwanis, Moose, American Legion], Veteran's, historical, etc)
Energy Committee volunteer	Abutting Community #1 Emergency Management Director
Sewer Department Supervisor or Staff	Abutting Community #2 Emergency Management Director
Pembroke Water Works Supervisor or Staff	Abutting Community #3 Emergency Management Director
Other:	Abutting Community #4 Emergency Management Director
[See public Stakeholders next tab]	Abutting Community #5 Emergency Management Director
	NH Homeland Security & Emergency Management Field Rep
	NH State Agency Representative
	Capital Area Public Health Network Representative
	Merrimack County, State or Federal Agency Rep
	Other Guest:

Open positions on the HMC should be set aside for **Suggested At-Large Stakeholders** to serve if they choose. **Guest Invitees** welcomed by the Staff Coordinator will provide a more rounded representation of the Pembroke community and will add more expertise to the HMC.

Town of Pembroke
Department of Public Works

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

To: Board of Selectmen

From: Roads Committee

CC: David Jodoin

Date: October 14, 2020

Re: Paving Recommendation 2020

The Roads Committee recommends that the shim overlay on Dudley Hill Road be completed this year for approximately $14,260.00.

MUNICIPAL WORK ZONE AGREEMENT
FOR
TOWN OF PEMBROKE, NH

STATE PROJECT: 40362
FEDERAL PROJECT: N/A

THIS AGREEMENT, executed in ***duplicate***, made and entered into this _____ day of _____ 2020, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the Town of Pembroke, hereinafter called the "TOWN."

WITNESSETH that,

WHEREAS, the DEPARTMENT will conduct bridge replacement work on Allenstown Bridge Number 107/098 (NH Route 28 over the Suncook River);

WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;

WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

A. The DEPARTMENT shall construct State Project Number 40362 to replace Allenstown Bridge Number 107/098 (NH Route 28 over the Suncook River) in the TOWN.

B. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.

C. The Department, as of April 1, 2013, will only compensate for the use of police officers that have successfully completed an NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Pembroke, New Hampshire, on this _____ day of _____, 2020; The Department of Transportation on this _____ day of _____, 2020.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: _____
Director of Project Development

TOWN OF PEMBROKE, NH

By: _____
(AUTHORIZED MUNICIPAL OFFICIAL)

cc: Police Chief

Pembroke Police Department

Memo

To: Dave Jodoin Town Administrator

From: Chief Dwayne Gilman

CC: FILE

Date: 10-19.2020

Re: Body Camera Quote

Dave, Previously the Board approved the purchase of Body Camera's. quoted by Pro-Vision. It was voted to purchase the Camera's as well as a Drives to hold the video memory of the cameras. The amount was to not exceed 5,500.00.

In checking the quote, I noted the full amount of the camera purchase is 5,100.00. The server was estimated at 1,000.00, with total amount being 6,100.00 for the total purchase. I am asking the board to approve the new purchase price of 6,100.00 for all the equipment necessary for body camera purchase.

Please see the attached Bid for the Camera's and accept Veteran Technology (Town IT) quote for 1,000.00 to install with set up.

Sorry for the confusion,

PRO-VISION. PRICE QUOTE

8625-B Byron Commerce Dr.
Byron Center, MI 49315

provisionusa.com

800-576-1126

PREPARED BY:
Apryl Andrews

PREPARED FOR:
Pembroke Police Dept

QUOTE #:
MASQ14012-01

DATE:
10/08/2020

Description	Part #	Qty	Unit Price	Ext. Price
HD Body Camera	BC-300	12	$349	$4,188.00
Includes: 300 Model HD Body Camera, Rotating Garment Clip, USB Upload/Charging Cable, 32GB Internal Storage, DC Wall Charger, 12V USB Charger Adapter, Software & Guides				
10 Camera USB Docking Station	BC-380	1	$795	$795.00
Single Camera USB Docking Station	BC-390	2	$85	$170.00
			Total (Options Not Included)	$5,153.00
			MSRP:	$6,554.00
			Savings:	$1,401.00

Options & Accessories:

BC-300 Options:
$10... BC-307... USB-C Cable
$17... BC-316... Rotating Garment Clip
$55... BC-318... Compact Magnetic Mount
$99... BC-320... Heavy Duty Magnet Mount
$95... BC-375... Angled Docking Station Mounting Bracket
[Supports Three 10 Camera Stations]
$795... BC-380... 10 Camera USB Docking Station
$85... BC-390... Single Camera USB Docking Station

HARDWARE LEASE / INSTALLMENT PURCHASE OPTIONS:

60 Month Installment Purchase Option (per unit/month)	$ n/a
Above Option with Installation (per unit/month)	$ n/a

Lease price based on total product purchase divided by the total number of systems.

NOTES:

TERMS:

General Terms: PRO-VISION®, Inc. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling not included unless specified. Quote is valid for 30 days. Purchase price is USD and FOB Byron Center, MI. Product Invoice Net 30 Day Terms or 2.0% Discount Net 10 Day Terms. (excludes Installation and SecuraMax Server). Terms and Discounts do not apply to leases or credit card payments. 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be Installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of Install/service work. Minimum Service Deposit Required for Service Work. Install rates based on a single location with minimum access of 12 hr/days, 7 days/week. Additional fees may apply if Installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. No technical support or warranty claims will be provided for any past due account. All transactions are subject to final PRO-VISION® Management Approval.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. A $360.00 document fee and one advance payment equal to the total monthly rate is required with approved final Installment Purchase Option Documents.

SecuraMax®: Plan Price per Month Based on Service Contract for the specified length with autopay discount. Service Contract and End User License Agreement (EULA) required. Additional terms specified in Service Contract and EULA. Hardware using SecuraMax must be paid for prior to deployment. Protection Plan Claims Subject to Deductible.

TOWN OF PEMBROKE

Town Hall ~ 311 Pembroke Street, Pembroke, New Hampshire 03275 Tel: 603-485-4747

October 14, 2020

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

RE: Appointment of Brent Edmonds to Planning Board Regular Member
Appointment of Kevin Foss to Planning Board Alternate

Dear Board of Selectmen:

The Planning Board has unfortunately received a resignation letter from Clint Hanson, Jr. The Board wishes him well in his new endeavors, but his member term (expiration 4/30/2021) needs to be filled as soon as possible to maintain a full Board. The Board also currently has no Alternate members.

At their meeting on October 13, 2020, the Planning Board voted to make the following nominations:

- Brent Edmonds to Regular Member, term expiring on 4/30/2021
- Kevin Foss to Alternate Member, term expiring on 4/30/2023

The Planning Board respectfully request the Board of Selectmen consider appointing Mr. Edmonds as a Regular Member and Mr. Foss as an Alternate Member to the Planning Board.

Sincerely,

Carolyn Cronin
Town Planner

HealthTrust

October 13, 2020

Mr. David Jodoin
Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

Dear Mr. Jodoin:

On October 6, 2020, the HealthTrust Board of Directors formally approved the organization's Fiscal Year 2020 audited financial statements and declared a return of surplus to Member Groups in the amount of $18,786,984.

This surplus will be distributed to Member Groups that participated in HealthTrust's self-insured coverage lines (medical, dental and/or short-term disability) during the 2020 Fiscal Year in proportion to their respective contributions for such coverages. Enclosed is information by coverage line regarding your Member Group's share of the return of surplus. Please note, your Member Group's share of the return will be sent by check on November 19, 2020, unless you request a contribution holiday, in writing to healthtrust-ed@healthtrustnh.org, by October 30, 2020, in which case your Member Group's return of surplus will be applied to your December 2020 invoice, issued in late November 2020.

Your return of surplus is one of the benefits of Membership in HealthTrust. Each year we retain only the amount needed to pay for claims, administration and reserves. Any amounts above that are returned to Member Groups as surplus. This year's return of surplus is due, in large part, to the impact of COVID-19. As a result of the pandemic and the related stay at home orders, many covered individuals cancelled or deferred non-emergency medical and dental care which led to a significant and unanticipated reduction in HealthTrust's claims activity during the fiscal year resulting in this return of surplus to our Member Groups.

Reports are now available, on the Secure Member Portal (SMP), detailing the enrollment numbers and contributions on which your Member Group's share of the return of surplus was determined. These reports can be accessed on the SMP by your Member Group's designated Benefits Administrator.

Please know that HealthTrust is here for you, our Members, during these challenging times. The Board and staff remain committed to providing you with exceptional support, responsive member service, innovative health and wellness programs, and a full range of plans to meet your Member Group's and employees' needs for high quality, cost-effective health, dental and disability coverages and programs.

Sincerely,

Cathy Ann Stacey, Chair
HealthTrust Board of Directors

Wendy Lee Parker, Executive Director
HealthTrust

Enclosures

Town of Pembroke

FY2020 HealthTrust Return of Surplus

Your Member Group's share of the total FY2020 Return of Surplus declared by the HealthTrust Board of Directors on October 6, 2020:

Coverage	Expected Amount
Medical	$32,142.52
Dental	$2,086.61
Total	**$34,229.13**

Detailed breakdown by Medical Billing Group:

Medical Billing Group Name	Expected Amount
PEMBROKE	$29,320.43
PEMBROKE NHRS	$2,822.09
Medical Billing Group Total	**$32,142.52**

Detailed breakdown by Dental Billing Group:

Dental Billing Group Name	Expected Amount
PEMBROKE	$1,955.01
PEMBROKE NHRS	$131.60
Dental Billing Group Total	**$2,086.61**

The return of surplus will be distributed as a check on November 19, 2020 unless a *Contribution Holiday* is requested in writing by October 30, 2020 to healthtrust-ed@healthtrustnh.org. Requested Contribution Holidays will be reflected on the December 2020 invoice, issued in late November 2020.

BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
October 5, 2020 at 5:00 PM

DRAFT,

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

Excused: Selectman Michael Crockwell

Staff: Town Administrator David Jodoin

I. Call to Order:

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

II. Citizens Comment:

None

III. Scheduled Meetings

Tom Serafin – November Elections

Tom Serafin, Town Moderator, and Jim Goff, Town Clerk, discussed the upcoming November General Election. Selectman Bond has previously discussed the logistics of moving the November General Election from Three Rivers to Pembroke Academy with the School Board. Jim Goff stated that the smaller town elections are fine to continue at Three Rivers but this particular larger election will be better suited for Pembroke Academy. They will need to set up the Friday before and won't be able to tear down until the following day. Jim would like to use the gym, the hallways, and the cafeteria. The Supervisors of the Checklist would be in the cafeteria for those who need them. They would have people enter through the main doors by the office and potentially send people out the front entrance so there is one-way traffic. Tom Serafin discussed getting a wheelchair or two donated to the Town to use on election day. Selectman Bond asked if they will be utilizing the cub scouts again. Jim answered that they will but he would like to have an adult present in the event someone disagrees with the process. Jim would also like to have two officers, one inside and one outside. If someone comes to vote with an absentee ballot and they do not want to get out of the car or go into the gym to drop it off, Jim will go out to the car and get it from them. Selectman Yeaton asked what the stance from the Moderator will be for people who refuse to wear a mask. Tom answered they can get an absentee ballot and fill it out and then they will take it from them outside. That will be process pretty much state wide. Jim is the only person who can give the person an absentee ballot. Selectman Bond asked how many books they will be

using. Jim answered that if the election is held at Pembroke Academy, he would like to have ten books. Jim suggested getting ten or twelve runners and two assistant moderators to help open and process the absentee ballots. With one assistant, they averaged 100 ballots an hour and the Town already has had 800 ballots submitted. After some discussion, the Board has decided to officially move the November 3rd General Election to Pembroke Academy.

Chief Gilman/VJ Ranfos – Winter Parking Ban

Chief Gilman, Pembroke Police Chief, and VJ Ranfos, Pembroke Public Works Director, discussed the winter parking ban. VJ prefers to see the parking ban expanded to no overnight on street parking on any street from midnight to 6am. Currently, there are not enough parking spaces in the village area for the people who live there. That is an issue that needs to be figured out. Chief Gilman does not want to expand to the parking ban or have one at all. There are 57 parking spaces that the Town offers for people who live in the village. There are at least 100 apartments in the area that need those spaces. The parking ban went into effect so people could get to the vendors in the village area back when every store front had a business that was open and operational. Chief Gilman would like to see the ban gone and they will call for a snow parking ban when they are expecting inclement weather. VJ pointed out that according to the town snow policy, they are not supposed to be picking up trash during a snow emergency which puts them behind schedule. They watch the weather to determine how long the snow ban will be in effect.

Selectman Bean suggested utilizing the school's One Call Now system to announce winter parking bans. Chief Gilman suggested getting the word out to have residents sign up for NIXLE which is like the One Call Now system and is currently being used by the Town. It is free to residents.

VJ stated the benefit of having an overnight parking ban is that if there is a sudden storm, it saves them from having to call a snow emergency for a couple inches of snow. Selectman Bean suggested talking to the new owners of the Village School to allow the Town to plow out spaces for residents to park during a parking ban.

Selectman Yeaton clarified that during a winter parking ban, the burden is placed on the homeowner to find parking and during a snow emergency, the burden is placed more on DPW. The Board agrees that the burden should be placed more on the Town than the residents. Selectman Bond suggested adding additional signage in the village area.

Selectman Goulet made a motion to have the DPW Director call the snow ban and eliminate the parking ban from November to April. Selectman Bond seconded the motion. Motion passed 4-0.

There will be a public hearing at the Selectmen's meeting on October 19th to update the snow emergency policy.

Chief Gilman explained that the 2-hour parking on Main Street and the 24-hour limit on parking in the municipal lots are unenforceable. They are unable to determine how long a car has been in a space. They are not allowed to mark tires. If they do issue a ticket and the person decides not to pay it, it takes 4 hours of administrative time to send out letters and complaints to get a person to court. It costs the town money to enforce a $20 ticket. The Chief suggested making the municipal lots residents only so the businesses do not fill them up with delivery trucks and employee parking.

Selectman Goulet made a motion to remove the 2-hour parking signs and the 24-hour parking signs and to make the municipal lot residents only overnight. Selectman Bean seconded the motion. Motion passed 4-0.

The 2-hour and 24-hour parking limitations are in the town code and will need to be discussed during a public hearing which will be held at the next Selectman's meeting on October 19th.

Chief Gilman – Discussion on One Way – Church Street

Selectman Goulet asked if they are also considering Kimball Street because it is so narrow. Chief Gilman stated that there is an issue on Kimball but it only has parking on one side which helps alleviate some it. On Church Street, from curb to curb is 25 feet across. If a car parks on the road, that is 7 feet absorbed leaving 18 feet for two cars to pass. The one-way traffic would only be one way for only one block between Central Street and Main Street.

Selectman Goulet made a motion to move changing Church Street between Central and Main Street to a one way to the public hearing on October 19, 2020. Selectman Bond seconded the motion. Motion passed 4-0.

Chief Gilman – Camera System

The Chief discussed the three camera systems that are currently in the works. Even though they did not meet the three-vendor requirement for any expenditure over $5,000, the bids that came in are from highly qualified and respectable companies. Monadnock handles the current security and panic alarms for the exterior and interior camera systems as well as Town Hall and the Library. Cen Com is the current vendor for the SAU and comes highly recommended by the Pembroke Facilities Director and the Epsom School District. David explained that this was approved at the 2020 Town Meeting and the money will come out of the Town Building Capital Reserve Fund.

Selectman Yeaton made a motion to accept the request for two bids instead of the three for the camera system. Selectman Goulet seconded the motion. Motion passed 4-0.

Selectman Goulet made a motion to authorize the purchase from Cen Com for the Camera System and to withdraw the funds from the Town Building Capital Reserve Fund. Selectman Bean seconded the motion. Motion passed 4-0.

Chief Gilman – Halloween 2020

Chief Gilman suggested treating Halloween as they did the opening of Memorial Field by saying Trick or Treating is at your own risk. Follow established safety protocols and current CDC guidelines. Pembroke PD does not have the man power to police mask guidelines or social distancing during Trick or Treating. The Chief expressed concerns that there is the chance that the Town will see a large increase in trick or treaters from surrounding areas that are putting limitations on Halloween.

Selectman Yeaton supports keeping the time as the same time frame as normal, encourage trick or treaters to stay in their own community, encourage trick or treaters to adhere to the NH Department of Public Health recommendations, anyone who participates that they do so at their own risk, and if you do not want to participate, turn off your light. David suggested posting the NHMA recommendations to the website.

Chief Gilman – 2021 Budget Review

David explained that the overall increase to the police budget is 2.61%. The large increases are in the health insurance lines. Chief Gilman explained that they are looking to move some officers up the pay scale. Moving people up the pay scale helps with retention. Every position is being moved up a grade. The numbers are not currently factored into the wage lines in the budget. There are currently 12 officers and this year five officers will be at the max on their grade. Selectman Yeaton asked if there are any additional responsibilities associated with the increase in grades. Chief Gilman explained that there is a difference between non-certified and certified. Non-certified officers have just come on board and have not been through the Academy yet. Once an officer has made it through the Academy, they become certified and have earned a bump in pay. When they reach Detective, they take on a higher level of cases. Detective Sargant oversees the Detectives. Police Lieutenant is in charge of everyone below him. Part of this set of increases is making sure Pembroke is in line with everyone else so people do not leave strictly to make more money elsewhere. Selectman Yeaton asked if there are also benefit increases. Chief Gilman answered that there are not benefit increases but tenure does come with some additional paid time off. Selectman Yeaton asked if the impact to the wage line with these changes is known yet. David answered that it would be minimal.

Chief Gilman explained the increase to the phone line. They are paying Verizon for a service where they can plug into the cars computer and see if there are any mechanical or performance issues are brewing. If someone was to call in and

complain about an officer doing excessive speed, they can look up the exact date and time and see how fast that officer was going.

Merrimack County dispatch will be increasing. Dispatch center equipment needs to be upgraded and the costs will be spread out throughout the county. Merrimack County has handled the Town's prosecution for a few years now and depending on how the upcoming election ends, there may be an increase if there is a new County Attorney. They have received word that if the current attorney is re-elected, the fees will remain the same.

Selectman Bond asked if the rates for the New Hampshire Retirement System have increased. David answered that the new rates how not come out yet.

Chief Gilman explained that they are very busy with criminal investigations. They have two investigators working cases non-stop. Everything from misdemeanors to felonies. One of the Investigators still does one day on the road and soon they will need to pull her off that because cases are piling up.

Due to COVID, there has not been a lot of spending. They are waiting on the okay from the Selectman to start spending out of their budget again. This makes it look like they have money they do not from last year's budget lines. Live time on the software system should be ready this year. Live time is software that allows all the Departments in the County to feed information into one system. That will be expensive but there is money left over this year and there should be money they can use next year as well. Selectman Bean asked if there are any dead spots in town in regards to communications. Chief Gilman answered that they do not have any dead spots in town. At some point, they need to work on having a direct communication line for all services in town.

Selectman Yeaton made a motion to approve the pay scale as presented. Selectman Bond seconded the motion. Motion passed 4-0.

Chief Gilman asked the Board what their feeling is on the purchase of body cameras. The State will likely mandate that all officers wear them soon. Selectman Yeaton asked if there are any grants. Chief Gilman stated that right now there are not but that smaller agencies will likely need the grant money. It will be around $5,000 to set them up with the cameras.

Motion by Selectmen Goulet, seconded by Selectmen Bean to proceed with the Body Camera purchase and to authorize the fund to come from the Police Small equipment Capital Reserve Fund. Motion passed 4-0.

IV. Old Busines:

None

V. New Business

Sign State of NH MS-1

Selectman signed the New Hampshire MS-1 form.

Sign Election Material

Selectman signed the election material.

Updates on CARES ACT Funding

The Town has submitted and received the full amount of the funding that was allotted to the Town which was $167,000. The faucets, ionization systems, and the back packs were not included because the payroll for the ambulance was submitted and approved.

COVID Travel and Quarantine Policy

David explained the new travel and quarantine policy. The attorney is working it into the personnel plan and creating a standard policy for infectious disease. Selectman Yeaton expressed concern with the Town mandating a quarantine because of what someone did on their personal time without a Governors Emergency Order to do so. Chief Gilman explained that it is part of the Governors order with the word "should" rather than "shall". The policy states that if they travel outside of New England, the employee needs to quarantine and must tell their supervisor. Selectman Yeaton stated that she does not support the policy as written. The Chief explained that if someone does not notify him of their plans and they catch something while out of state and comes back and infects the Department, he is out those people for 14 days. That same person also comes into contact with members of the community while out on patrol and possibly spreading the infection. Selectman Goulet stated this is the policy of the State and Selectman Bond stated that this is also the policy of her employment. Neither one has to share exactly where they went but just that they left New England. David explained that if someone tests positive, they are automatically out 10 days. Selectman Bean stated that at his employment, they are taking temperatures and if someone has a fever, they have to leave and get a COVID test and they cannot come back until they have the negative result. Selectman Bean asked if the Police Department is checking people. The Chief answered that they do not. A temperature reading cannot predict if someone has virus when they are asymptomatic. David explained that the policy is driven from CDC guidelines. Selectman Bean shared concerns for putting the responsibility of the illness on the employees when anyone can walk into town hall infected. The town lawyer will continue to work on the policy and any questions or concerns can be submitted to David.

Appointments

Selectman Goulet made a motion to appoint Zachary Sawyer to the Cemetery Commission. Selectman Bean seconded the motion. Motion passed 4-0.

Selectman Goulet made a motion to appoint Wendy Chase to the Zoning Board. Selectman Bean seconded the motion. Motion passed 4-0.

Manifests/Abatements

Selectman Goulet made a motion to accept the manifests and abatements as presented. Selectman Bond seconded the motion. Motion passed 4-0.

Minutes 9/21/20

Selectman Goulet made a motion to accept the minutes of September 21, 2020 as amended. Selectman Bond seconded the motion. Motion passed 4-0.

VI. Town Administrator Report:

Crack Sealing was completed on Wellington Way and Ryan Drive. There were about 10 roads on the list to be done this year but these were all that were able to be completed.

Received notification today that Reno Nadeau will be retiring. He has worked for Public Works for 28 years and is the Foreman for Solid Waste, Buildings and Grounds. The job will be posted internally and in the newspapers. There is a still a vacancy for a public works employee as well. With the loss of Jim Boisvert and Reno Nadeau, they are looking to subcontract some plowing.

VII. Committee Reports:

Selectman Yeaton – None

Selectman Bean – None

Selectman Bond - None

Selectman Goulet – Talked with Bob Cavanaugh from Kimball's Cavern and he contracts with Pinard Waste for trash and recycling pick up. He pays $260/month for pick-up once a week.

VIII. Other Citizens Comment:

None

IX. Non-Public Session:

None

X. Adjourn:

Selectman Goulet made a motion to adjourn at 9:16 PM. Selectman Bond seconded the motion and it was approved unanimously.

_____

Ann Bond, Chairman

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