

**AGENDA**  
**BOARD OF SELECTMEN**  
**April 15, 2019 AT 6:30 PM**  
**TOWN HALL, PAULSEN MEETING ROOM**

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- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
  - a. Lt. Gaskell – Cruiser purchase
  - b. Trail Dawgs – Land approval
- IV. OLD BUSINESS:
  - a. 2016 Tax Deeds
  - b. Street Light Update
  - c. Future street light pole regulations
  - d. Eversource energy costs
  - e. 4 Union Street
- V. NEW BUSINESS:
  - a. Application For Trust Fund payments
  - b. Appointments
  - c. Solid Waste Agreement
  - d. Manifest/Abatements
  - e. Minutes 4/1/19
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. NON PUBLIC SESSION
- X. ADJOURN

## Pembroke Police Department

# Memo

**To:** Board of Selectman  
**From:** Chief Dwayne Gilman  
**CC:** Dave Jodoin Town Administrator  
**Date:** April 15, 2019  
**Re:** Cruiser Bids

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Dear Selectman,

In March of 2019 our Budget was passed to include the Warrant Article # 8 to raise and Appropriate 56,000.00 Dollars for the purchase of a Police Cruiser in 2019. Below you will see two quotes for that purchase of a 2020 Ford Utility Police Cruiser. As you will see the third dealership mentioned did not quote the purchase because they are not an authorized State Bid dealership.

<b>Irwin Motors</b>	<b>32,389.00 (FULL TANK OF FUEL AND EXTRAS)</b>
<b>Grappone Ford</b>	<b>32,142.00 (AS IS)</b>
<b>Hillsboro Ford</b>	<b>No Quote Received</b>

Any repairs under warranty will be done at Grappone Ford in Bow as we have in the past.

# Pembroke Police Department

## Memo

**To:** Board of Selectmen  
**From:** Chief Dwayne Gilman  
**CC:** Dave Jodoin Town Administrator  
**Date:** April 10, 2019  
**Re:** Cruiser Equipment Install

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For 2019 I have received 3 quotes for the installation of equipment for the 2020 Ford Sport Utility

1. Ossipee Mountain Electronics	Northfield NH	\$ 21038.47
2. Adamson Industries	Haverhill Ma	Did not quote Properly
3. Ne-Vo	Newington NH	\$ 19775.00

The prices include equipment for full new installation of all new. Estimated time of installation 2 weeks.

I ask that Ne-Vo be the vendor for this year's installation, with the understanding that equipment will be purchased by many different vendors prior to installation. I asked the board to authorize the expenditure of no more than \$19775.00 for this installation. Ne-Vo (Two-Way Communication) have been a vendor for our Radar Certifications in the past and are more than willing to accommodate us any way that they can.

## Pembroke Police Department

# Memo

**To:** Board of Selectman  
**From:** Chief Dwayne Gilman  
**CC:** Dave Jodoin Town Administrator  
**Date:** April 15 2019  
**Re:** Small Equipment Purchase / Radar,

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Please consider this as a formal request to purchase One (1) Kustom Raptor RP-1 Radar for our fleet of cruisers. One radar will be considered a replacement. The State of New Hampshire is not accepting a matching funds application at this time as years past .

1- Kustom Raptor RP-1 Radar unit -\$ 2275.00

**Total – 2,275.00**

**\*\* Total price includes certification and installation.\*\***

## SNOWMOBILE TRAIL PERMISSION

I give WRITTEN ☒ VERBAL ☐ permission to NH Trial Dawgs Snowmobile Club  
(Name of Snowmobile Club)

to provide public **snowmobile** access on my property. It is understood that use of my property, for said purpose, in no way holds me liable or responsible for accidents that may occur as a result of others using my property as provided for in Chapter 212, Section 34, Laws of the State of New Hampshire (RSA 212:34 Duty of Care).

There shall be **no fee** for the **use** of this property. The above named Club agrees to mark, sign, and maintain the property in a proper and safe manner. The club also agrees to obtain my permission prior to any project work done on the trail system located on my property.

The State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails, shall also provide a landowner liability insurance policy with coverage of \$2,000,000.00 for trails within the Grant-In-Aid Program.

This agreement shall have a **term** of:

- ☐ Indefinite  
☒ 1 year from landowner approval  
☐ 5 years from landowner approval

**\*\*THIS AGREEMENT MAY BE TERMINATED FOR ANY CAUSE, BY EITHER PARTY,  
UPON THIRTY (30) DAYS WRITTEN NOTIFICATION.\*\***

Dated this 6 day of April, 2019

Town Of Pembroke

Landowner (Print Name)

Landowner Signature (If Not Verbal)

311 Pembroke St

Address

Pembroke NH 03275

Town/City

State

Zip Code

603-485-4747 TownHall@Pembroke-NH.com

Telephone #

Email

Class 6 Range Roads. Corr 15,&Club Loop Trails

Town/City Tax Map #, Lot #, Club Trail Name/Number

New Hampshire Trail Dawgs

Name of Snowmobile Club

PO Box 45

Club Address

Suncook NH 03275

Town/City

State

Zip Code

Kevin Gagne

Club Officer (Print Name)

Trail Adminstrator

Officer's Title (President, Trail Administrator, etc.)

Club Officer's Signature

603-494-2741 KevinGagne@GPHAC.COM

Officer's Telephone #

Officer's Email



**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Division of Parks and Recreation**  
**Bureau of Trails**

**GRANT IN AID PROJECT**

For the purpose of receiving Grant In Aid Funding from the Bureau of Trails, any and all projects funded by the Grant In Aid Program on State of New Hampshire Property, United States Government Property or Private Property must have prior approval by the landowner or land manager before any work is initiated.

Grant approval by the Bureau of Trails DOES NOT constitute consent by a landowner or land manager for any work to commence.

Club Name New Hampshire Trail Dawgs Date 4 / 6 / 19  
Project number P-1 (P1, P2, P3, etc)



STATE OF NEW HAMPSHIRE PROPERTY



UNITED STATES GOVERNMENT PROPERTY

LIST THE LANDOWNER TO THE ABOVE CHECKED BOX (for example NH Forest and Lands, NH Parks and Recreation, NH Water Resources, NH Fish and Game, US Forest Service, US Army Corps of Engineers, etc):

STATE / FEDERAL LANDOWNER: Town Of Pembroke

CONTACT PERSON: David Jodoin

ADDRESS: 311 Pembroke St  
Pembroke NH 03275

CONSENT IS HEREBY GIVEN FOR WORK TO TAKE PLACE ON THIS PROPERTY Date 4 / 6 / 2019

SIGNATURE: \_\_\_\_\_

**PRIVATE PROPERTY**

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONSENT IS HEREBY GIVEN FOR WORK TO TAKE PLACE ON THIS PROPERTY Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SIGNATURE: \_\_\_\_\_

NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES - #7238, eff 5-1-00

**Res 8403.03 Landowner Permission.**

All political subdivisions and clubs seeking Grant-In-Aid for trail construction or maintenance shall obtain written landowner permission. Written permission shall not be required for winter grooming projects, provided that the trail administrator verifies by signing the grant application, that permission has been received.

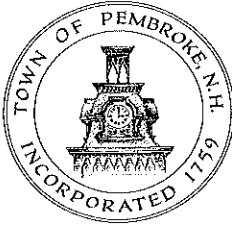
<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>MAILING ADDRESS</u>	<u>AMOUNT DUE THROUGH 5/9/2019</u>	<u>MAP/LOT</u>
<u>Tax Deed date is May 9, 2019</u>				
Eric Baron	221 Friendship Ave Pembroke, NH 03275	221 Friendship Ave Pembroke, NH 03275	774.12	870-32-U10
Linda Beaudoin	190 Main Street Pembroke, NH 03275	190 Main Street Pembroke, NH 03275	2,984.28	VE-67
Debra Carter	5 Kimball Street Pembroke, NH 03275	19 Level Street Merrimack, NH 03054	1,638.18	VE-147
George and Jillian Charlton*****	465 Sixth Range Road Pembroke NH 03275	465 Sixth Range Road Pembroke NH 03275	130.79	260-6
George and Jillian Charlton*****	465 Sixth Range Road Pembroke NH 03275	465 Sixth Range Road Pembroke NH 03275	8,496.54	260-6
George and Jillian Charlton*****	465 Sixth Range Road Pembroke NH 03275	465 Sixth Range Road Pembroke NH 03275	7,489.95	260-6
Christopher Drouin	457 Carrie Ave Pembroke, NH 03275	455 Carrie Ave Pembroke, NH 03275	1630.99	563-79
Todd Heger	2-4 Prospect Street Pembroke, NH 03275	225A Belknap Drive Pembroke, NH 03275	9894.14	VW-97
Nicholas Julian	235-3 Dearborn Road Pembroke NH 03275	235-3 Dearborn Road Pembroke NH 03275	710.77	266-76-103
Louis Marcoux	6 Howard Street Pembroke, NH 03275	17 Oaks Drive Bedford, NH 03110-6031	2,490.52	VE-34
Owners Unknown *	Pembroke Street	311 Pembroke Street Pembroke, NH 03275	274.33	266-27-2

Owners Unknown *	Main Street Pembroke, NH 03275	311 Pembroke Street Pembroke, NH 03275	136.44	VW-114-1
Owners Unknown *	Broadway Pembroke, NH 03275	311 Pembroke Street Pembroke, NH 03275	209.91	VE-15-1
Kemberley Pelkey	212 Buck Street Pembroke, NH 03275	203 Loudon Road #823 Concord, NH 03301	464.58	266-129
Heather Shepley Trustee Leonard D Shepley Living Trust	807 Route 28 Pembroke, NH 03275	18297 E Baker Place Aurora, CO 80013	9,264.53	868-16
THC Realty Trust * Elliot Konner Trustee	Main Street Pembroke, NH 03275	PO Box 10545 Bedford, NH 03110-0545	2,023.26	VE-179-2
Webster Falls Inc *	Mills Fall Off Pembroke, NH 03275	116 So River Road Bldg A Bedford, NH 03110	225.90	VE-179-1

\*\*\*\*\* Bankruptcy was just terminated

\* Deed issues or contaminated land

4/9/2019



**TOWN OF PEMBROKE**  
**TOWN ADMINISTRATOR'S OFFICE**  
311 Pembroke Street, Pembroke, NH 03275  
Tel: 603-485-4747 Fax: 603-485-3967

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April 4, 2019

Nicholas Julian  
235-3 Dearborn Road  
Pembroke, NH 03275

Dear Mr. Julian,

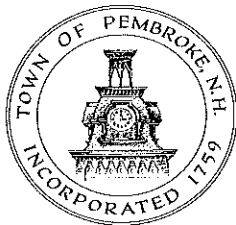
This letter will serve as notice that if you do not pay the balance on your 2015 and 2016 taxes in full by May 9<sup>th</sup>, the Town will be forced to take ownership of the property through a tax deed.

The current balance due is \$737.77. Payments must be made in cash or bank check.

If the Town is forced to take ownership of the property, you will have the right to re-purchase it for all taxes, interest, penalties and legal fees.

Sincerely,

Pembroke Board of Selectmen



**TOWN OF PEMBROKE**  
**TOWN ADMINISTRATOR'S OFFICE**  
311 Pembroke Street, Pembroke, NH 03275  
Tel: 603-485-4747 Fax: 603-485-3967

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April 4, 2019

Todd Heger  
2-4 Prospect Street  
Pembroke, NH 03275

Dear Mr. Heger,

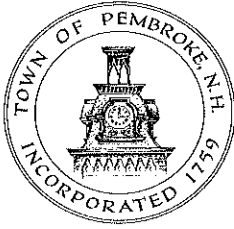
This letter will serve as notice that if you do not pay the balance on your 2015 and 2016 taxes in full by May 9<sup>th</sup>, the Town will be forced to take ownership of the property through a tax deed.

The current balance due is \$9,921.14. Payments must be made in cash or bank check.

If the Town is forced to take ownership of the property, you will have the right to re-purchase it for all taxes, interest, penalties and legal fees.

Sincerely,

Pembroke Board of Selectmen



**TOWN OF PEMBROKE**  
**TOWN ADMINISTRATOR'S OFFICE**  
311 Pembroke Street, Pembroke, NH 03275  
Tel: 603-485-4747 Fax: 603-485-3967

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April 4, 2019

Christopher Drouin  
455 Carrie Ave  
Pembroke, NH 03275

Dear Mr. Drouin,

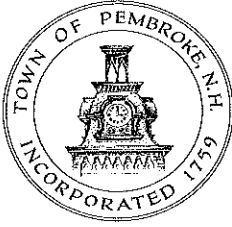
This letter will serve as notice that if you do not pay the balance on your 2015 and 2016 taxes in full by May 9<sup>th</sup>, the Town will be forced to take ownership of the property through a tax deed.

The current balance due is \$1657.99. Payments must be made in cash or bank check.

If the Town is forced to take ownership of the property, you will have the right to re-purchase it for all taxes, interest, penalties and legal fees.

Sincerely,

Pembroke Board of Selectmen



**TOWN OF PEMBROKE**  
**TOWN ADMINISTRATOR'S OFFICE**  
311 Pembroke Street, Pembroke, NH 03275  
Tel: 603-485-4747 Fax: 603-485-3967

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April 4, 2019

George and Jilleen Charlton  
465 Sixth Range Road  
Pembroke, NH 03275

Dear Mr. and Mrs. Charlton,

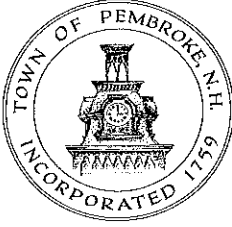
This letter will serve as notice that if you do not pay the balance on your 2015 and 2016 taxes in full by May 9<sup>th</sup>, the Town will be forced to take ownership of the property through a tax deed.

The current balance due is \$16,056.43. Payments must be made in cash or bank check.

If the Town is forced to take ownership of the property, you will have the right to re-purchase it for all taxes, interest, penalties and legal fees.

Sincerely,

Pembroke Board of Selectmen



**TOWN OF PEMBROKE**  
**TOWN ADMINISTRATOR'S OFFICE**  
311 Pembroke Street, Pembroke, NH 03275  
Tel: 603-485-4747 Fax: 603-485-3967

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April 4, 2019

Debra Carter  
5 Kimball Street  
Pembroke, NH 03275

Dear Ms. Carter,

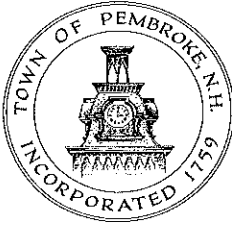
This letter will serve as notice that if you do not pay the balance on your 2016 taxes in full by May 9<sup>th</sup>, the Town will be forced to take ownership of the property through a tax deed.

The current balance due is \$1,682.18. Payments must be made in cash or bank check.

If the Town is forced to take ownership of the property, you will have the right to re-purchase it for all taxes, interest, penalties and legal fees.

Sincerely,

Pembroke Board of Selectmen



**TOWN OF PEMBROKE**  
**TOWN ADMINISTRATOR'S OFFICE**  
311 Pembroke Street, Pembroke, NH 03275  
Tel: 603-485-4747 Fax: 603-485-3967

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April 4, 2019

Linda Beaudoin  
190 Main Street  
Pembroke, NH 03275

Dear Ms. Beaudoin,

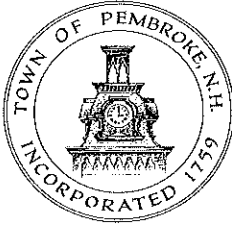
This letter will serve as notice that if you do not pay the balance on your 2016 taxes in full by May 9<sup>th</sup>, the Town will be forced to take ownership of the property through a tax deed.

The current balance due is \$3,011.28. Payments must be made in cash or bank check.

If the Town is forced to take ownership of the property, you will have the right to re-purchase it for all taxes, interest, penalties and legal fees.

Sincerely,

Pembroke Board of Selectmen



**TOWN OF PEMBROKE**  
**TOWN ADMINISTRATOR'S OFFICE**  
311 Pembroke Street, Pembroke, NH 03275  
Tel: 603-485-4747 Fax: 603-485-3967

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April 4, 2019

Eric Baron  
210 Friendship Ave.  
Pembroke, NH 03275

Dear Mr. Baron,

This letter will serve as notice that if you do not pay the balance on your 2016 taxes in full by May 9<sup>th</sup>, the Town will be forced to take ownership of the property through a tax deed.

The current balance due is \$835.12. Payments must be made in cash or bank check.

If the Town is forced to take ownership of the property, you will have the right to re-purchase it for all taxes, interest, penalties and legal fees.

Sincerely,

Pembroke Board of Selectmen

## Street Lighting Standard for Pembroke NH

1. Only lighting arms as provided by Eversource will be accepted for Street Lighting in areas having overhead distribution systems.
2. Location of Street Lighting must be approved by the Board of Selectmen and is generally to be located at street intersections unless alternate locations are approved by Selectmen. ( Selectmen could provide guidance to the Planning Board and have the Planning Board approve placement of Street Lighting on new applications. Or, the applicant could provide a lighting plan to the Board of Selectmen for their approval. Such approved lighting plan to be forwarded to the Planning Board and be included with the Site Plan/Subdivision application. )
3. Only approved LED fixtures will be used such as :  
America Electric Lighting|Acuity Brands Co, ATSB-F (47 watt, 3000K color Temperature) Roadway Fixture with Electronic Locking Type Photo Control, or equivalent. Subject to change due to availability and approval of Board of Selectmen.
4. No metal poles are to be installed unless required by the NH State DOT or Pembroke DPW. DPW will require approval from Board of Selectman.
5. In underground developments the use of fiberglass poles is allowed. Fiberglass poles (18ft) are cheaper to install, maintain and replace than wood poles (35ft). Once the Town of Pembroke accepts the road , costs for repair or replacement would be on the Town of Pembroke. Recovery of cost is possible if motorist or other individuals have insurance.

### Items to consider

6. Private Roads could install decorative poles, lighting arms and fixtures but the maintenance, replacement and monthly use costs will be the responsibility of the owner/association of the project. If the Town of Pembroke accepts these private roads as Town of Pembroke Roads the owner/association will still be required to maintain, replace and be responsible for monthly operating costs of street lighting.
7. Wood poles in an underground development is possible. Cored wood poles would need to be purchased and installed from another contractor (Eversource does not stock cored poles). Wood poles provided by Eversource are 35ft poles and cost between \$500-\$600 each, then there are installation costs. Fiberglass poles and fixtures are cheaper, about \$200-\$250 each plus installation. Less line equipment is needed to install fiberglass poles, either by Eversource or contractor. Fiberglass poles provided by Eversource would be the same or similar to the fiberglass poles at Chickering Meadows. All poles that are strictly for lighting purposes, no overhead distribution, the Town of Pembroke would have to bear the cost of repair or replacement. All poles that are used for overhead distribution with street lighting attached comes under Eversource.

TOWN OF PEMBROKE  
TRUSTEES OF TRUST FUND

APPLICATION FOR PAYMENT FROM TRUST

(All requests for payment must be submitted using this form pursuant to RSA 31:33 I)

Submitted by: Board of Selectmen  
( Selectmen, School Board, Water Commissioners, Sewer Commissioners, Library Trustees, Elementary School Principals, Scholarship Award Committee, PALS.)

Date request submitted: 4/15/19 Date payment required: 5/30/19

Printed name of person submitting request: David M. Jodoin

Title of person submitting request: Town Administrator

Deliver payment to: Pembroke Town Hall  
311 Pembroke Street  
Pembroke, NH 03275

Signature of person submitting request: 

Submitted pursuant to:

☒ Action as agent to expend.

☐ Warrant article approved at town/school district annual or special meeting.

☐ This request is for only a portion of the amount authorized by the article.

☐ This request is for the total amount authorized by the article in question or represents the final payment in a series.

Amount of distribution requested: \$2,634.40

Name of fund from which payment is requested: Police Small equipment CRF

Date and warrant article number which authorizes this request: \_\_\_\_\_

or  
Date and minutes of meeting by boards & commissions authorizing withdrawal 4/15/19.  
( Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

All payments will be made by check unless special arrangements have been made in advance with the trustees of trust funds. Trust requests are received by the trustees on Thursdays. Allow 5 to 12 business days for delivery of payment.

VENDOR Body Armor Body Armor Outlet, LLC

11/08/2018

000073507


PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	SO6231-INV6080	Hard Armor Plate,Shooters Cut,Vest Plate	10/17/18	2,634.40	0.00	2,634.40
	SO5823-INV6061	Uniforms,Pants,Boots,Gloves	10/16/18	769.83	0.00	769.83
	SO6370-INV6442	6-Mountain Base Hats	11/2/18	107.94	0.00	107.94
	SO6370-INV6285	Tac Coldgear Infrared Hood	11/24/18	179.94	0.00	179.94
Check 0000073507 - Total All Invoices: \$3,692.11				\$3,692.11	\$0.00	\$3,692.11

Town of Pembroke

\* APPROVED BY SELECTMAN IN PRIOR MEETING \* 951 (DEB)

COPY

Vendor Total: \$ 2,634.40

  
Department Authorization

10/26/2018

Date

Date

Purchasing Director (if required)



**Town of Pembroke  
Police**

**Payment Voucher**

Vendor: **BODY ARMOR OUTLET, LLC**

REMIT TO: ATTN: ACCOUNTING, 26 ERMER ROAD, SALEM, NH 03079

No: \_\_\_\_\_  
(Finance Office Use)

**Payment Disposition**

☒ Mail  
☐ Pickup  
☐ Other

Invoice No.	Date	Account No. / Desc.	Description	Amount
SO6231-INV6080	10/17/18	1000-49022-00054	(16) HARD ARMOR PLATE -IV, SA, 10X12,	\$ 2,634.40 ✓
		MINOR CAPITAL EQUIPMENT - PD	SHOOTERS CUT, SINGLE CURVE	
			CODE: BAOT-THAP4400-SH-SC-L	
			2-EACH CRUISER - VEST PLATES	
			\$164.65/EACH	

\* APPROVED BY SHERMAN IN PRIOR MEETING \* 951 (DRG)

COPY

**Vendor Total:** \$ 2,634.40

Department Authorization

10/26/2018

Date

Date

Purchasing Director (if required)

Body Armor Outlet, LLC  
26 Ermer Road  
Salem, NH 03079  
888-884-2427  
AR@bodyarmoroutlet.com  
www.bodyarmoroutlet.com



## INVOICE

**BILL TO**

Pembroke NH PD  
Pembroke NH PD  
247 Pembroke St  
Pembroke, New Hampshire  
03275  
United States

INVOICE # SO6231 - INV6080

DATE 10/17/2018

DUE DATE 11/16/2018

TERMS Net 30

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ACTIVITY	QTY	RATE	AMOUNT
10x12	16	164.65	2,634.40
Store Pick-Up	1	0.00	0.00

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BALANCE DUE

**\$2,634.40**

COPY



COPY

## Sales Order

Body Armor Outlet, LLC  
Body Armor Outlet  
26 Ermer Road  
Salem, NH 03079  
United States  
sales@bodyarmoroutlet.com  
888-884-2427

SO # SO6231  
SO Date: Oct 16 2018  
Ref. #  
Ship By: Oct 16 2018  
Payment Terms:  
Shipping Terms:  
Carrier:

**Customer:**

Pembroke NH PD

Contact Name: Maryann Riccotti

Work Phone: 603-485-9173

Email: mricciotti@pembroke-nh.com

**Ship To:**

Pembroke NH PD  
247 Pembroke St  
Pembroke, New Hampshire 03275  
United States

**Bill To:**

Pembroke NH PD  
247 Pembroke St  
Pembroke, New Hampshire 03275  
United States

Product / Description	Qty	Cost	Discount(%)	Tax(%)	Line Total
BAO 4400SH-SC-L Hard Armor Plate - IV, SA, 10x12, Shooters Cut, Single Curve Code: BAOT-THAP4400-SH-SC-L	16.00 ea -	\$ 164.65	0	0	\$ 2634.40
Store Pick-Up Code: Will Call	1.00 ea	\$ 0.00	0	0	\$ 0.00

**Order Notes:**

\*\*ORDER TO BE BILLED OCT 2018\*\*  
\*\*\*ORDER TO BE PLACED / PO'ed in  
JAN of 2019!!!\*\*\*

Sub Total \$ 2634.40  
Tax \$ 0.00  
Total \$ 2634.40

TOWN OF PEMBROKE  
TRUSTEES OF TRUST FUND

APPLICATION FOR PAYMENT FROM TRUST

(All requests for payment must be submitted using this form pursuant to RSA 31:33 I)

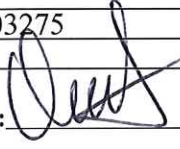
Submitted by: Selectmen  
( Selectmen, School Board, Water Commissioners, Sewer Commissioners, Library Trustees, Elementary School Principals, Scholarship Award Committee, PALS.)

Date request submitted: 4/15/19 Date payment required: 5/30/19

Printed name of person submitting request: David Jodoin

Title of person submitting request: Town Administrator

Deliver payment to: 311 Pembroke Street  
Pembroke, NH 03275

Signature of person submitting request: 

Submitted pursuant to:

☒ Action as agent to expend.

☐ Warrant article approved at town/school district annual or special meeting.

☐ This request is for only a portion of the amount authorized by the article.

☐ This request is for the total amount authorized by the article in question or represents the final payment in a series.

Amount of distribution requested: \$16,150.00

Name of fund from which payment is requested: Town Building Capital Reserve Fund

Date and warrant article number which authorizes this request: \_\_\_\_\_

or

Date and minutes of meeting by boards & commissions authorizing withdrawal 4/15/19.

( Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

All payments will be made by check unless special arrangements have been made in advance with the trustees of trust funds. Trust requests are received by the trustees on Thursdays. Allow 5 to 12 business days for delivery of payment.

VENDOR AdvancedEx Advanced Excavating &amp; Paving, Inc.

11/20/2018

000073588

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	18642	4 Union Street Swale	11/9/18	3,500.00	0.00	3,500.00
Check 000073588 - Total All Invoices: \$3,500.00				\$3,500.00	\$0.00	\$3,500.00

Town of Pembroke

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE

TOWN OF PEMBROKE  
311 Pembroke St.  
Pembroke, NH 03275TD Bank  
Concord, NH

54-7/114

CHECK DATE  
11/20/2018CHECK #  
000073588AMOUNT  
3,500.00

PAY Three thousand five hundred and xx / 100

TO THE  
ORDER  
OF  
Advanced Excavating & Paving, Inc.  
PO Box 581  
166 Granite Street  
Suncook NH 03275

⑈000073588⑈ ⑆011400071⑆ 9243267625⑈

VENDOR AdvancedEx Advanced Excavating &amp; Paving, Inc.

11/20/2018

000073588

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	18642	4 Union Street Swale	11/9/18	3,500.00	0.00	3,500.00
Check 000073588 - Total All Invoices: \$3,500.00				\$3,500.00	\$0.00	\$3,500.00

Town of Pembroke



**ADVANCED**  
**EXCAVATING & PAVING**  
PO BOX 581 • 166 GRANITE STREET • SUNCOOK, NH 03275

RECEIVED  
NOV 13 2018  
PEMBROKE DPW

**Invoice**

Date	Invoice #
11/9/2018	18642

Bill To
TOWN OF PEMBROKE PUBLIC WORKS DEPT 8 EXCHANGE STREET PEMBROKE NH 03275

Phone #	Fax #
603-485-9755	603-485-5579

Terms	Due Date
30 DAYS	12/9/2018

Date	Description	Amount
10/31/18	4 UNION STREET Grade and pave 85' X 10' swale with 2" single course mix.  <i>100-13250-0000</i>	3,500.00

COPY

	<b>Total</b>	\$3,500.00
	<b>Balance Due</b>	\$3,500.00

VENDOR New Height Kyle Jensen

03/19/2019

000074141


PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	3rd Payment	Waco Building, Seamless Gutters	3/4/19	750.00	0.00	750.00
Check 0000074141 - Total All Invoices: \$750.00				\$750.00	\$0.00	\$750.00

Town of Pembroke

COPY

Filed  
3/20/19  
Jensen

Vendor Total: \$ 750.00

  
Department Authorization

Date

Purchasing Director (if required)

Date



# Town of Pembroke Public Works

Hold

## Payment Voucher

Vendor: New Heights Roofing & Construction, LLC

P.O. Box 344, Concord, N.H. 03302-0344

No: \_\_\_\_\_  
(Finance Office Use)

### Payment Disposition

\_\_\_\_ Mail

\_\_\_\_ Pick-up

\_\_\_\_ Other


Hold per Jim

Invoice No.	Date	Account No./Desc.	Description	Amount
3/4/19	3/4/19	1000 - 13350 - 0000	Waco Building, seamless gutters	\$ 750.00 ✓

COPY

Filed  
3/10/19  
per Jim

Vendor Total: \$ 750.00

  
Department Authorization

\_\_\_\_\_  
Date

Purchasing Director (if required)

\_\_\_\_\_  
Date

*"Taking Your Home to New Heights"*  
**NEW HEIGHTS**

**Roofing and Construction, LLC**

P.O Box 344  
Concord, N.H 03302-0344

RECEIVED  
MAR 06 2019  
PEMBROKE DPW  
(603) 548-4484

**Invoice**

Jim

Pembroke Public Works

WACO building Roof

8 Union street Pembroke NH

603-848-4423

[JBOISVERT@pembroke-NH.com](mailto:JBOISVERT@pembroke-NH.com)

[djdoin@pembroke-nh.com](mailto:djdoin@pembroke-nh.com)

COPY

**Total Labor and Materials**

1. New 26G Union Metal roofing  
---Evergreen metal Balance Due.....\$4,760
2. New seamless 6" white gutter over garages.....\$750  
Total Due.....\$5,510

**Down Payment** .....\$7,140 (paid)

**Balance due** ..... \$5,510

Non-payment (and/or later payments)-failure on the customer/ Authorized party to make all payments on time as described to be due within contract shall result in finance charge of 2% per month (24% per year), on any unpaid balances of any late payment. The Customer/ Authorized party shall be liable for all attorney fees and legal fees necessary to collect any unpaid balances or late payments.

Estimated By:

Kyle L. Jensen (Owner)

Date: 3/4/2019

Customer/Authorized Signature:

Date: \_\_\_\_\_

VENDOR ~~New Height~~ New Heights Roofing & Construction, LLC

01/18/2019

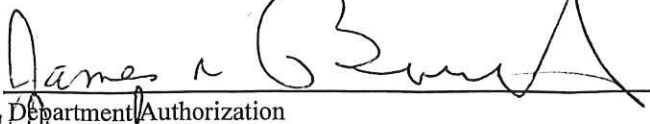
000073907

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	10/21/18	Metal Roof Waco Building	1/7/19	7,140.00	0.00	7,140.00
Check 0000073907 - Total All Invoices: \$7,140.00				\$7,140.00	\$0.00	\$7,140.00

Town of Pembroke

COPY

Vendor Total: \$ 7,140.00

  
Department Authorization

Purchasing Director (if required)

1-7-19  
Date

1/9/19  
Date

# Town of Pembroke Public Works

*"Taking Your Home to New Heights"*

**Kyle Jensen**  
**NEW HEIGHTS**  
**Roofing and Construction, LLC**

P.O Box 344  
Concord, N.H 03302-0344

(603) 548-4484

---

**Estimate**

Jim

Pembroke Public Works  
WACCO building Roof  
8 Union street Pembroke NH  
603-848-4423  
[JBOISVERT@pembroke-NH.com](mailto:JBOISVERT@pembroke-NH.com)

---

**Metal Roof Wacco Building**

1. Install new wall flashing on main wals where roof meets
2. Tear down main chimney and main stack pipe below roof line and close in
3. Strap whole roof with 1x4 hemlock 2' on center
4. Install new 3" black metal drip edge on all eves and rakes
2. -Install 26--29 gauge Master rib Union corrugated 40 yr paint metal roofing on over

Color----Charcoal Black

3. -Install new 20" wide metal ridge cap to match metal
4. clean up ground of all debris and haul to the dump

COPY

---

5yr Workmanship Warranty Given  
40 yr metal paint warranty

**Total Labor and Materials**

1. Install New 29G Union Metal roofing

---charcoal black metal.....\$9,900

Add for 26 gauge metal (thicker).....\$2,000

11,900

**Down Payment** .....60%

\$ 7140.00

**Balance due** ..... 40%

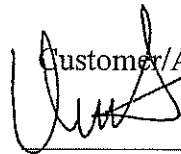
Non-payment (and/or later payments)-failure on the customer/ Authorized party to make all payments on time as described to be due within contract shall result in finance charge of 2% per month (24% per year), on any unpaid balances of any late payment. The Customer/ Authorized party shall be liable for all attorney fees and legal fees necessary to collect any unpaid balances or late payments.

Estimated By:

Kyle L. Jensen (Owner)

Date: October 21, 2018

Customer/Authorized Signature:



Date:

1/7/19

VENDOR New Height New Heights Roofing &amp; Construction, LLC

03/05/2019

000074072

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	Metal Roof	Waco Building Balance/10-21-18	2/27/19	4,760.00	0.00	4,760.00
Check 000074072 - Total All Invoices: \$4,760.00				\$4,760.00	\$0.00	\$4,760.00

Town of Pembroke

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE

TOWN OF PEMBROKE  
311 Pembroke St.  
Pembroke, NH 03275TD Bank  
Concord, NH

54-7/114

CHECK DATE  
03/05/2019CHECK #  
000074072

PAY

Four thousand seven hundred sixty and xx / 100

AMOUNT  
4,760.00TO THE  
ORDER  
OFNew Heights Roofing & Construction, LLC  
Kyle Jensen  
P.O. Box 344  
Concord NH 03302-0344

⑈000074072⑈ ⑆011400071⑆ 9243267625⑈

VENDOR New Height New Heights Roofing &amp; Construction, LLC

03/05/2019

000074072

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	Metal Roof	Waco Building Balance/10-21-18	2/27/19	4,760.00	0.00	4,760.00
Check 000074072 - Total All Invoices: \$4,760.00				\$4,760.00	\$0.00	\$4,760.00

COPY

Town of Pembroke



# Town of Pembroke Public Works

## Payment Voucher

Vendor: New Heights Roofing & Construction, LLC

P.O. Box 344, Concord, N.H. 03302-0344

No: \_\_\_\_\_

(Finance Office Use)

### Payment Disposition

\_\_\_\_ Mail

\_\_\_\_ Pick-up

\_\_\_\_ Other

Invoice No.	Date	Account No./Desc.	Description	Amount
10/21/18a	2/27/19	1000-13250-00000 DUE FROM TRUST	Metal Roof Waco Building (balance)	\$ 4,760.00 ✓

Need copy  
of check /  
invoice  
give check to  
Dina

HealthTrust

COPY

Vendor Total: \$ 4,760.00

James H. Bunnell  
Department Authorization

[Signature]  
Purchasing Director (if required)

2-27-19  
Date

2/27/19  
Date

*"Taking Your Home to New Heights"*

**Kyle Jensen**

**NEW HEIGHTS**

**Roofing and Construction, LLC**

P.O Box 344  
Concord, N.H 03302-0344

(603) 548-4484

---

Estimate

Jim

Pembroke Public Works

WACCO building Roof

8 Union street Pembroke NH

603-848-4423

JBOISVERT@pembroke-NH.com

---

### **Metal Roof Wacco Building**

1. Install new wall flashing on main wals where roof meets
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3. Strap whole roof with 1x4 hemlock 2' on center
4. Install new 3" black metal drip edge on all eaves and rakes
2. -Install 26--29 gauge Master rib Union corrugated 40 yr paint metal roofing on over

Color----Charcoal Black

3. -Install new 20" wide metal ridge cap to match metal
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COPY

---

5yr Workmanship Warranty Given  
40 yr metal paint warranty

Total Labor and Materials

1. Install New 29G Union Metal roofing  
---charcoal black metal.....\$9,900  
Add for 26 gauge metal (thicker).....\$2,000

11,950

Down Payment .....60%

\$ 7140.00 pd

Balance due ..... 40%

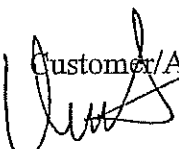
\$ 4760-

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Estimated By:

Kyle L. Jensen (Owner)

Date: October 21, 2018

Customer/Authorized Signature:  


Date: 11/7/19

TOWN OF PEMBROKE  
TRUSTEES OF TRUST FUND

APPLICATION FOR PAYMENT FROM TRUST

(All requests for payment must be submitted using this form pursuant to RSA 31:33 I)

Submitted by: Selectmen  
( Selectmen, School Board, Water Commissioners, Sewer Commissioners, Library Trustees, Elementary School Principals, Scholarship Award Committee, PALS.)

Date request submitted: 4/15/19 Date payment required: 5/30/19

Printed name of person submitting request: David Jodoin

Title of person submitting request: Town Administrator

Deliver payment to: 311 Pembroke Street  
Pembroke, NH 03275

Signature of person submitting request: 

Submitted pursuant to:

☒ Action as agent to expend.

☐ Warrant article approved at town/school district annual or special meeting.

☐ This request is for only a portion of the amount authorized by the article.

☐ This request is for the total amount authorized by the article in question or represents the final payment in a series.

Amount of distribution requested: \$3625.00

Name of fund from which payment is requested: Cemetery Impr. Capital Reserve Fund

Date and warrant article number which authorizes this request: \_\_\_\_\_

or

Date and minutes of meeting by boards & commissions authorizing withdrawal 4/15/19.

( Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

All payments will be made by check unless special arrangements have been made in advance with the trustees of trust funds. Trust requests are received by the trustees on Thursdays. Allow 5 to 12 business days for delivery of payment.

VENDOR NH Monume Donald Cotnoir

12/18/2018

000073734

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	16311	Monument Repairs Buck St. Cemetery	11/30/18	1,975.00	0.00	1,975.00
	16312	Cleaned & Repaired Headstones Cemetery	12/12/18	1,650.00	0.00	1,650.00
Check 000073734 - Total All Invoices: \$3,625.00				\$3,625.00	\$0.00	\$3,625.00

Town of Pembroke

COPY

Trust Funds

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE

TOWN OF PEMBROKE  
311 Pembroke St.  
Pembroke, NH 03275TD Bank  
Concord, NH

54-7/114

CHECK DATE

12/18/2018

CHECK #

000073734

PAY

Three thousand six hundred twenty-five and xx / 100

AMOUNT  
3,625.00TO THE  
ORDER  
OFDonald Cotnoir  
DBA NH Monuments  
449 Micol Road  
Pembroke NH 03275

⑈000073734⑈ ⑆011400071⑆ 9243267625⑈

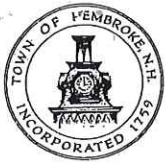
VENDOR NH Monume Donald Cotnoir

12/18/2018

000073734

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
	16311	Monument Repairs Buck St. Cemetery	11/30/18	1,975.00	0.00	1,975.00
	16312	Cleaned & Repaired Headstones Cemetery	12/12/18	1,650.00	0.00	1,650.00
Check 000073734 - Total All Invoices: \$3,625.00				\$3,625.00	\$0.00	\$3,625.00

Town of Pembroke



# Town of Pembroke Public Works

## Payment Voucher

Vendor: NH Monuments

No: \_\_\_\_\_  
(Finance Office Use)

### Payment Disposition

\_\_\_\_ Mail  
\_\_\_\_ Pick-up  
\_\_\_\_ Other  
\_\_\_\_\_

Invoice No.	Date	Account No./Desc.	Description	Amount
		1000-41951-43000		
		Marker Repairs & Cem. Maint.		
16311	11/30/18	1000-49091-00059	Monument repairs Buck St. Cemetery	\$ 1,975.00 ✓
		Cemetery		

COPY

Need wry  
to Bill  
David

HealthTrust

Vendor Total: \$ 1,975.00

Jane A. Baur  
Department Authorization

Purchasing Director (if required)

11-30-18  
Date  
12/6/18  
Date

**NH MONUMENTS**449 Micol Rd  
Pembroke, NH 03275**Invoice**

Invoice #: 16311

Invoice Date: 11/30/2018

Due Date: 11/30/2018

Project:

P.O. Number:

**Bill To:**Pembroke Cemetery commission  
8 Exchange St  
Pembroke, NH 03275

Description	Proposal Amount	Prior Amount	Current Amount
BUCK ST CEMETERY REPAIR ESTIMATE Clean and repair headstones in Buck St cemetery. All stones will be cleaned and drilled and pinned with carbon fiber rods and epoxied.			0.00
John Carlton-12"x24"- One break at base and base to be releveled			750.00
GC-8"x10"-Break at base			200.00
Amos Carlton-12"x24"-Break at base and top corner chipped			750.00
Mother-8"x10"-upright needs to be repinned on base.			275.00
<b>Total</b>			
<b>Payments/Credits</b>			
<b>Balance Due</b>			



## Volunteer Interest Form for Town Boards, Committees and Commissions

Name: Clinton A. Hanson, Jr Date: 3/26/2019

Address: 101 Broadway

Home Phone: (603) 485-3863 E-mail: cahansonjr@comcast.net

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Occupation: Consultant

Summary of Background Experience (please list any education, professional experience and volunteer experience): \_\_\_\_\_

Advanced Graduate Study (A.B.D.), Higher Education Administration

42.5 years, Student Financial Aid

24+ years, Pembroke School Board (22 yrs. as Chair);

5 years Pembroke Municipal Budget Committee;

8 years, Board of Trustees, PACE Career Academy District Charter School (5 yrs. as Chair)

Have you previously served on any Town board, committee or commission? ☒ Yes ☐ No  
If yes, which one(s)? See above

Signature: \_\_\_\_\_

*Clinton A. Hanson Jr*

Please rank your top three choices of interest in order with "1" being the committee for which you are most interested in volunteering.

1 Budget Committee

Conservation Committee

Recreation Commission

Cemetery Commission

Capital Improvement Program (CIP) Committee

2 Planning Board

Zoning Board of Adjustment

Roads Committee

Energy Committee

Other: \_\_\_\_\_

Return to:  
Board of Selectmen  
Pembroke Town Hall  
311 Pembroke Street  
Pembroke, NH 03275

## **ACCEPTABLE WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AGREEMENT**

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

### **WITNESSETH:**

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

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

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

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

### **1. DEFINITIONS**

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

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

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

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

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

## 2. DISPOSAL OF ACCEPTABLE WASTE

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

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

**Fees:** Pembroke agrees to pay Contractor the following:

### Acceptable Waste Disposal:

#### Non Burnable and Burnable material from Pembroke Transfer Station:

**Haul Rate:** \$125.00

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

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

### Residential MSW :

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

### Single Stream Recyclable Materials:

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

### **Recyclable Materials Rebate:**

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

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

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

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

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

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

### **3. TERM**

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

### **4. CONTRACTOR WARRANTIES**

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

### **5. PEMBROKE WARRANTIES**

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

### **6. INSURANCE**

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

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

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

## **7. COVENANTS**

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

### **POINT OF CONTACT**

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

### **TITLES OF SECTIONS**

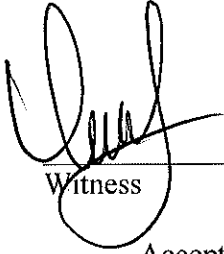
Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

## **8. AUTHORIZATION AND EXECUTION**

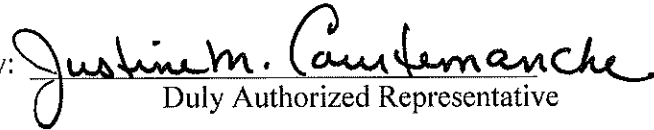
The execution, delivery, and performance of this Agreement by Pembroke has been duly authorized by all appropriate actions of its governing body; this Agreement has been duly executed and delivered by its authorized officer(s); and this Agreement constitutes the legal, valid and binding obligations of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

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

Accepted this 16th day of September, 2013.

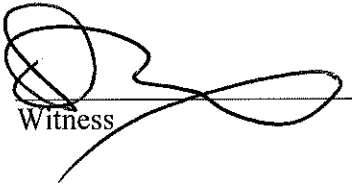
  
\_\_\_\_\_  
Witness

**TOWN OF PEMBROKE, NEW HAMPSHIRE**


By:   
Duly Authorized Representative

Accepted this 16th day of September, 2013.

**CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.**

  
\_\_\_\_\_  
Witness

By: \_\_\_\_\_

  
Cheryl Coletti  
Duly Authorized Representative  
Regional Market Manager

**Exhibit A**  
**Recyclable Materials**

## **Exhibit B**

### **Standard Terms & Conditions**

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

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

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

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

### **Force Majeure.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CHAPTER 133

### SOLID WASTE MANAGEMENT

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

#### **§ 133-1 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

FACILITY – Town designated disposal site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN** - The Town of Pembroke, New Hampshire.

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

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

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

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

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

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

#### **§ 133-2.1 Automated Collection**

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

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

#### **(C) General Requirements**

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

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

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

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

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

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

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

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

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

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

(D) Carts.

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

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

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

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

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

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

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

(E) Rubbish collection service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 133-3 Solid waste facility.**

#### **A. Operating hours.**

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

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

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

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

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

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

A. Licensing

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

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

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

B. Suspension and revocation.

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

C. Hearings.

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

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

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

#### **§ 133-5 Administration.**

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

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

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

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

#### **§ 133-6 Enforcement and penalties.**

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

#### **§ 133-7 Conflict and severability.**

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

#### **§ 133-8 Amendment of provisions.**

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

Revised 9/5/17

Board of Selectmen

4/4/19

Request for consideration of a "blind driveway" sign placed before the house on Buck Street on the side of road heading toward Route 28.

Kathy Cliver

513 Buck Street, Pembroke

603-986-3066

After we purchased the property there was a street light at the top of the hill in front of driveway. Even then you had to take your life in your hands exiting your driveway. Cars come around the blind corner at a high rate of speed and I have had to slam my car in reverse not to be t-boned by those vehicles. This is almost a daily occurrence. I warn people visiting us that this street is like that. I have offered the PD to park in my driveway via the on-duty dispatcher to help slow these vehicles down. I have been told that the street light was taken down by mistake and would be put back on the telephone pole but has not to date. Due to the blackness there is no way now to see a vehicle coming out of my driveway except for the existence of the headlights but they don't know how far out I am or if I'm still in the driveway waiting to exit, until the vehicles they are driving are on top of me. I have called the PD this year to report a large 18-wheeler came around the corner so fast it hit the hill and shook the house so hard it knocked my telephone out. I had to have it repaired. It scares me to think that someone could have been killed if hit. There is a "blind driveway" sign at the other end of Buck Street and the driveway is more visible than the one located where I live.

A handwritten signature in cursive script, reading "Kathy Cliver". The signature is written in dark ink and is located in the bottom right corner of the page.

**RECEIVED**

APR - 3 2019

TOWN OF  
PEMBROKE, NH

April 1, 2019  
439 Fourth Range Road  
Pembroke, NH 03275

To: Pembroke Selectmen:

My neighbors have informed me that a public hearing for the development of Robinson land on Fourth Range Road will be held on Saturday, May 4<sup>th</sup> at 10:00 am. This meeting will be held at 373 Fourth Range Road.

I am requesting that you reconsider this meeting choice and choose a building (Pembroke Academy?) that will protect attendees/people from bad/wet weather, let everyone hear the proceedings and allow handicapped accessibility. Below are other reasons why the public meeting place for this hearing should be moved to a more appropriate location:

1. It is not a 'neutral' location. It is the developer's property and some people wishing to speak may be intimidated by having to give testimony there.
2. It will not be recorded as all town meetings are.
3. It is an outdoors location and may not be readily accessible to elderly and handicapped individuals. Also weather and black fly conditions may not be conducive to a productive exchange.
4. It will be difficult to hear what is being stated due to the large group that is expected to go and background noise.

Thank you for your consideration.

Sincerely,

  
Donna Severance

357 Pembroke Hill Rd  
Pembroke, NH 03275

April 8, 2019

RECEIVED  
APR -9 2019  
TOWN OF  
PEMBROKE, NH

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Board of Selectmen  
Town of Pembroke  
311 Pembroke St.  
Pembroke NH 03275

Dear Selectmen,

I am responding to your undated Public Hearing Notice, which I, as a legal abutter, received on March 28, 2019. The hearing is in regard to the petition by San Ken Homes, Inc. to reclassify Robinson Road and portions of Fourth Range Road from Class VI to Class V. The reclassification is proposed as part of the petitioner's plan for construction of a 48-lot major subdivision (Plan Application #18-09 for Tax Map 262, Lots 43 & 45) at 373 Fourth Range Road. I am hereby invoking my right to submit written testimony to the Board in opposition to this petition.

I would like to first object to the Board's decision to hold the public hearing (as required under RSA 231:9) at the same location (373 Fourth Range Road) as the Board's personal site examination (as required under RSA 231:11). This is not a 'neutral' location. It is the petitioner's property and some people wishing to speak may be intimidated by having to give testimony there. Secondly, it will not be recorded as all official meetings at Town Hall now are. Thirdly, it is an outdoor location subject to inclement weather conditions, lack of parking, and terrain conditions not readily accessible to all individuals who may wish to present testimony.

I would also like to preface my statements by advising the Board that two years ago I purchased 8 acres of land that front on Fourth Range Road in the section that is proposed for reclassification. I stand to make a substantial return on my investment if the road is reclassified as proposed. Yet, I remain opposed to this reclassification for reasons discussed below.

**There is no occasion for the layout as prescribed under RSA 231:8.**

New Hampshire case law has established that an 'occasion' for laying out a highway requires a public necessity and convenience. Private benefit alone does not justify a layout. A public necessity for reclassifying either of these two roads does not currently exist. On the contrary, reclassification at this time would have significant negative public impacts. It will create a long-term taxpayer commitment to operate and maintain these roads and open a significant land area to new residential development which, in turn, will increase traffic congestion, exacerbate

existing road hazards, and create an additional tax burden on the Town for other road upgrades and public services.

I am aware that there has been discussion in meetings of the Board and the Roads Committee regarding hypothetical benefits of reclassifying Fourth Range Road. Alleged benefits include reduced traffic congestion on US Route 3 and the provision of an alternative 'bypass route' in the event of fire or police emergencies. However, no studies have been conducted to support these assertions. Alternative routes currently exist at North Pembroke Road and at US Route 4. Also, the alternative of widening US 3, and the potential for state and federal funding sources to do so, need to be evaluated. Without a study demonstrating otherwise, the concept of diverting traffic over a Class C residential roadway, as a means of improving traffic flow on the Town's major transportation corridor (US 3), seems ludicrous. The Pembroke Hill community does not want additional high-speed traffic short-cutting over Fourth Range Road in an attempt to avoid slow-downs on US 3.

In its February 11, 2019 comments to the Pembroke Planning Board, the Central New Hampshire Regional Planning Commission (CNHRPC) cautioned about the negative impacts of prematurely opening these roads and recommended further study, stating:

"A traffic study should be prepared which addresses the impact of this development on the US3/Pembroke Hill Road Intersection. ...the potential for secondary development caused by the newly created frontage on public roads adjacent to the project should be included in the evaluation."

The draft transportation chapter of the Town's Master Plan update also recommends further planning efforts before the opening of Fourth Range Road:

"In anticipation of future development, the town should consider a plan for the extension of 4th Range Road and ensure that proper tools are in place for the Planning Board to manage appropriate development. Similarly, the Zoning Ordinance is a planning tool that can help guide future uses on range roads...The plan should describe who would be responsible for constructing the road, how it might occur in phases, and the standards for the new road segments. It would also need to address how rural character could be preserved including the protection and/or relocation of stone walls and the protection or replanting of trees along the roadway. Further considerations would include any other improvements that should be made to existing portions of 4th Range Road, Pembroke Hill Road, Church [Road] or Dudley Hill Road, as well as any traffic calming measures which might be utilized to control speeds and discourage cut-through traffic."

In the absence of such studies and planning, there is no basis to conclude that a public necessity exists for opening the Class VI section of Fourth Range Road that the petitioner has requested. Even if a public benefit can be identified from such a study, it cannot be realized by reclassifying only the 1,780-foot section that the petitioner has proposed, as the Town has no plan in place to improve the remaining 2,100 feet to Church Road. If the Board believes that the capacity of US 3 is inadequate, it should commission a study of alternatives and funding options, and obtain

taxpayer approval of a plan prior to granting the petition. Attempting to achieve a solution to the growing traffic congestion on US 3, by piecing together a Class 3 bypass roadway through a residential area, by means of a lengthy process of ad-hoc subdivision approvals, is not in the public interest.

**The reclassification will adversely impact other road uses.**

The Town's roadways do not exist only to support automobile traffic and access to land developments. If they did, there would be no need for Class VI roads. Rather, these roadways support a broad array of uses that provide economical, educational and recreational benefits to our citizenry. As the Board is aware, there is a tremendous amount of usage of the Town's Class VI roads for activities such as walking, hiking, cross-country skiing, horseback riding, snowmobiling, all-terrain vehicular traffic, hunting, forestry, agriculture and timber harvesting. Fourth Range and Robinson Roads, in particular, are used quite heavily for these multiple purposes. The Board is also aware of the petitioning by recreational groups, including snowmobilers and ATV users, for permission to utilize and maintain these roads. Reclassification from Class VI to Class V will have adverse impacts on many of these uses, either by outright prohibition, or by making them so difficult or dangerous as to effectively terminate them. Although the loss of public benefit from these uses may be difficult to measure, it is, nevertheless, significant and cannot be dismissed in evaluating the petition.

**The majority of Pembroke citizens do not support reclassification of Class VI roadways.**

In 2017, a community survey, conducted by CNHRPC for the update of the Pembroke Master Plan, found that a majority of Pembroke residents do not support the Town upgrading Class VI roads to allow buildable lots. Preserving the Town's existing Class VI roadways was also identified as important or somewhat important by 66 percent of residents. Furthermore, with specific regard to Fourth Range Road, less than 36 percent of Pembroke residents were in favor of opening this roadway as a means of alleviating traffic on Pembroke Street (US 3). In contrast, residents continued to rate the small town, rural character of Pembroke as the number one most important attribute of the Town. Some 94 percent of residents indicated that maintaining Pembroke's rural character was an important or somewhat important goal of the master plan. As a further testament to Town sentiment, a recent petition against the opening of this section of Fourth Range Road was signed by many residents and has been (or will be) submitted to the Board prior to the public hearing. The reclassification of Fourth Range and Robinson Roads, for the purpose of permitting a 48-lot subdivision in an area characterized by rural residential, agricultural, equestrian and forestry land uses, would fly in the face of the expressed wishes of the Town's citizenry.

**The reclassification will support scattered and premature development.**

In its 2004 book, A Hard Road To Travel - New Hampshire Law of Local Highways, Streets and Trails, the NH Local Government Center states that "It is well established under New Hampshire law that a landowner's vested right of access does not include the right to develop land in a way that will overburden the road or unilaterally force the town to spend money to upgrade it". As authorized by RSA 674:36 II(a) Pembroke has adopted Section 205.3(a) of its subdivision

ordinance; the purpose of which is to “Provide against such scattered or premature subdivision of land as would involve danger or injury to health, safety, or prosperity by reason of the lack of water supply, drainage, transportation, schools, fire protection, or other public services, or necessitate the excessive expenditure of public funds for the supply of such services”. Under this ordinance, the Town has responsibility for reviewing the adequacy of existing as well as new roads that will serve a subdivision.

The primary access road to the proposed subdivision is Pembroke Hill Road. In its review of the regional impact of the proposed subdivision, the CNHRPC stated, in its February 11, 2019 memo to the Pembroke Planning Board, that:

“With a potential of 470 to 510 AADT [Annual Average Daily Traffic] being generated by this project, the project should result in a noticeable increase in traffic on ... Pembroke Hill Road, 4<sup>th</sup> Range Road and Borough Road.” “...we expect that a higher percentage of project traffic would utilize the signalized intersection of Pembroke Hill Road at US 3 to access destinations to the north and west, rather [than] using the more indirect route of 4<sup>th</sup> Range Road, Borough Road, NH 106, and US 3.”

Minimum standards for new Town roadways are prescribed by Section 205-41 of the Pembroke subdivision ordinance. The minimum right-of-way for a Class C road is specified as 50 feet. By comparison, the current right-of-way on Pembroke Hill Road is approximately 30 feet along the Old Town Pound at the approach to the intersection with Fourth Range Road. There are virtually no road shoulders in this area. In fact, most of Pembroke Hill Road, within the 1,500 foot approach to this intersection, does not meet current Town road standards for shoulder width, tangent length between reverse curves, sight distance, or curve radius. This has been evidenced by the history of spin-out accidents in this area, many of which involved personal injury.

The Board must address the fact that the proposed subdivision, and secondary development fostered by opening the Class VI roads, will significantly increase vehicular and pedestrian traffic along this stretch of Pembroke Hill Road. Traffic in this area is already rapidly increasing because it serves as a collector route for travel to and from US 3 from the expanding development in the areas of Cross Country and Borough Roads. The potential for children to walk or bicycle from the proposed subdivision to Pembroke Hill School should also be carefully considered. A serious accident on the sharp curves between the proposed subdivision and the school is only a matter of time because the road simply does not have the width, sight distance, or shoulders for vehicles to safely pass each other and avoid pedestrians. Adding larger commercial vehicles, the setting sun, darkness, adverse road conditions, or speeding to the mix will provide a high likelihood of a fatal accident on these curves.

The lack of adequate transportation, on Pembroke Hill Road alone, makes the proposed 48-lot subdivision clearly fall within the ‘Scattered and Premature Development’ provisions of RSA 674:36 II(a). Thus, the Board’s approval of this reclassification would be in direct conflict with the stated objective of this law and Section 205.3(a) of the Town’s subdivision ordinance. Before reclassifying Fourth Range and Robinson Roads to open this area to further development, an independent traffic and pedestrian impact study should be completed for this area and Pembroke

Hill Road should be brought up to current Town design standards, including curbs and sidewalks.

**The petitioner's roadway design and construction plans are incomplete and/or deficient.**

Roadway Improvements. Section 205-39 of the Town subdivision ordinance requires that "All developments shall provide for a safe and satisfactory access from a public street." The petitioner is proposing to upgrade Fourth Range and Robinson Roads to Class V status in order to provide such access. Hence, the street design standards specified in Article VI of the ordinance are applicable to the improvement of these roadways. Section 205-39C, in particular, states that "Wherever an existing public street is substandard with regard to the standards established within this Article, said street shall be improved in all respects, including the acquisition of additional right-of-way, so that it will conform to the standards set forth for public streets in this chapter."

Sections 205-41E(19) and (20) require that curbing be provided on roadways, and that sidewalks be provided on one side of roadways, in the R3 zoning district when the roadway is within 1 mile of any school. All of the proposed improvements to Fourth Range Road and part of Robinson Road are within one mile of the Pembroke Hill School. The petitioner's road plans show no proposed sidewalks or curbing along these roads and no proposed increase in road right-of-way to include them. Therefore, the plans are incomplete, non-conforming, and should be rejected along with the petition.

Stormwater Improvements. The petitioner's plans for improving Fourth Range and Robinson Roads require stormwater improvements along these roads, and at their intersection, to comply with Paragraph 205-44 of the Town's subdivision ordinance. Paragraph 205-44C requires that culverts be large enough to accommodate runoff from the entire upstream drainage area, assuming maximum potential upstream watershed development. A minimum standard of 10-year rainfall is required for design. Paragraph 205-44C(4) also requires that "When a proposed drainage system will carry water across land outside the development, appropriate drainage rights must be secured and indicated on the site plan."

I call the Board's attention to an existing culvert at the intersection of Pembroke Hill, Fourth Range, and Robinson Roads. This culvert carries stormwater from the northwest section of the proposed subdivision, under Robinson Road, then under Fourth Range Road, and then under my property to enter into an intermittent tributary to Hartford Brook. I am unaware of the exact routing of this culvert, which was installed prior to my ownership of the property. The culvert is 8 inches in diameter and over 400 feet in length, based on the locations of the inlet and outlet. The culvert runs full every spring and at other times during heavy rains. The culvert has failed at least once since I have lived here; severely eroding Fourth Range Road and requiring the Town to excavate and repair it. The culvert is undersized now, and any development in the upstream watershed will only increase the frequency of its failure and overtopping of the roadways at the intersection.

The petitioner's plans show that this culvert will be replaced by a 15-inch culvert, but for only 110 feet of its initial length. The implication is that the replacement section would be reconnected to the remaining 8-inch section for the remainder of its length. This would not only

be non-compliant with Paragraph 205-44C(4) of the Town's subdivision ordinance, but would constitute unacceptable engineering practice. Furthermore, the petitioner's own stormwater-runoff analysis for this watercourse (Subcatchment 1S), indicates that the (10-year) design discharge for this location is 28.7 cubic feet per second. The proposed 15-inch diameter culvert would be far too small to carry this discharge at the petitioner's proposed slope of 1 percent. Also, the petitioner has not consulted with me, as the downstream property owner, regarding the drainage right-of-way or the alteration of the culvert size or location. Therefore, the plans are technically deficient, incomplete, non-conforming with the Town building ordinance, and should be rejected along with the petition.

Compensation to adjacent property owners for tree removal. The petitioner's design and construction plans for Fourth Range Road indicate that nearly the entire 50-foot right-of-way will be consumed by the roadway surface (20 feet), shoulders (8 feet), and drainage ditches (12-14 feet, typical). This will require removal of virtually all trees and other vegetation from the right-of-way. Since Fourth Range Road is not held in title by the Town, under New Hampshire case law, the abutters own title to the land on which the road sits for all uses that do not interfere with the Town's viatic use. The standing timber on each side of the existing roadway, therefore, belongs to the abutters on that side of the road. On the southwest side of Fourth Range Road, at least 3 abutters own property in the area of impact and are entitled to reimbursement for the value of any timber removed during the course of road construction. Neither the petitioner nor the Town has made any indication of its intentions with regard such reimbursement. This should be addressed before action is taken on the reclassification petition.

**The petitioner has options not requiring layout and reclassification of town roads.**

Alternatives exist that would provide for reasonable development of the petitioner's property while maintaining the rural character of the neighborhood and mitigating the impact of increased traffic on substandard collector roads such as Pembroke Hill Road. These alternatives can also be implemented without increasing the taxpayer burden for the liability and maintenance of new town roads. As an example, the petitioner's land holdings (172+/- acres) include frontage on Fourth Range Road approximately 1000 feet to the northwest of the intersection with Pembroke Hill Road. This frontage is 80 feet in width, which is sufficient right-of-way for a Class A, B or C roadway. Such a roadway could serve as entrance and exit to the subdivision, eliminating the need to reclassify Robinson Road or other sections of Fourth Range Road. The proposed subdivision's internal loop road (Masons Way) could be extended across Robinson road on both ends to connect with the entrance previously described. Roads internal to the subdivision could be retained as private, with maintenance, plowing, and liability costs being the responsibility of a homeowner's association. Such arrangements are already in place in other subdivisions within the Town. If concerns remain for alternative emergency ingress and egress, Robinson Road could be declared by the Board as an "emergency lane", under the provisions of RSA 231:59-a. As an emergency lane, a minimum expenditure of funds by the Town (or preferably by the homeowner's association) could be used to keep it passable by emergency vehicles without creating all the maintenance and liability responsibilities of a Class V road. This (or other) roadway plan, in combination with an increased minimum lot size (e.g. 5 acres), would go a long way toward mitigating the adverse impacts of the proposed development on the rural character of

the Pembroke Hill neighborhood and the substandard transportation resources currently available to support it.

### Summary

The petition to reclassify Robinson Road, and a 1,780-foot section of Fourth Range Road, from Class VI to Class V should be rejected on the basis that there is no occasion for the layout as prescribed under RSA 231:8. The reclassification would be for the private benefit of a single landowner and would have negative impacts on the Pembroke Hill community, other users of these roads, and town taxpayers. Opening of these roadways, without sufficient study, planning and funding, and in defiance of the expressed wishes of the majority of the Town's citizenry, would support a premature development with adverse impacts on the existing transportation infrastructure and the rural/agricultural character of the neighborhood. Approval of the petition would also be inconsistent with the Town's own subdivision ordinances and increase traffic hazards. The proposed plan contains technical deficiencies and omissions which must be addressed before further action is taken. Finally, the petitioner and the Town have options for the reasonable development of the property which would mitigate many of the adverse impacts without requiring layout and reclassification of Town roads.

Thank you for your consideration of my testimony.

Sincerely,



Brian R. Mrazik

Cc: Pembroke Planning Board



March 30, 2019

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

RECEIVED  
APR - 3 2019  
TOWN OF  
PEMBROKE, NH

**Re: Acorn TV**

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that as of May 2, 2019, the monthly rate for Acorn TV will change from \$4.99 to \$5.99 per month. This price change is due to an increase in programming costs from Acorn TV.

We are notifying customers who currently subscribe to Acorn TV through bill messages.

Please feel free to contact me at 603-224-1871, ext. 202 if you have any questions.

Very truly yours,

*Bryan Christiansen*

Bryan Christiansen, Sr. Manager  
Government Affairs

**BOARD OF SELECTMEN  
TOWN OF PEMBROKE, NH  
APRIL 1, 2019 at 6:30 PM**

**DRAFT**

---

Present: Selectman Ann Bond, Selectmen Richard Bean, Selectmen Michael Crockwell, and Selectman Sandy Goulet

Staff: Town Administrator David Jodoin, Recording Secretary Jillian McNeil

Excused: Chairperson Tina Courtemanche

**I. Call to Order:**

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

**II. Citizen Comment:**

None

**III. Scheduled Meetings:**

Chief Paulson introduced the new full-time firefighter, Ben Vaughn, to the Board.

**IV. Old Business:**

David Jodoin presented the Selectmen with the updated 2016 tax deed listings as of April 1<sup>st</sup>. Deeding date is May 9, 2019. Selectman Crockwell asked if all the properties have liens. David stated that they have all been through the lien process. They have three years to pay their taxes and after that they go through the lien cycle.

David stated that he is meeting with George from Eversource and Ron from Lightech to finalize the list of corrections on April 2<sup>nd</sup>. The \$10,000 rebate check was received. Selectman Bond stated that it will cost \$122 to replace the decorative pole lighting on Peaslee and Alexander Drive that were not replaced in the first round.

Bob Bourque provided a sample street light policy to the Board. Bob stated that it is more expensive to put in a wood pole than a fiberglass pole for lighting purposes only. Chickering Meadows currently has the fiberglass poles being suggested. The proposed street light standards include only Eversource provided lighting arms will be accepted in areas having overhead distribution systems, a street light plan must be submitted to and accepted by the Selectman, only approved LED fixtures will be used, no metal poles, and in underground developments the use of fiberglass poles is

allowed. Items to consider are private roads installing decorative poles and the use of cored wood poles in underground developments. Selectman Bond asked if the Board should ask for a wood pole on any development that ends at Route 3 to match the existing lights along Route 3. Bob says if it's strictly lighting on that pole then the Town will own it and a Fiberglass pole is cheaper. If there are distribution or transmission lines off the pole, Eversource will own it. Selectman Crockwell asked for clarification if the Department of Public Works would be able to install the fiberglass poles. Bob stated that DPW will be able to install the fiberglass poles because poles are very light and are bolted into cement rather than buried making them much easier to install.

David is working with a consultant on the Eversource Energy Costs. He is putting together copies of all electric bills to look for rates and contracts. It will likely be several more weeks before results come back.

**V. New Business:**

Selectman Goulet made a motion to appoint Natalie Glisson to the Zoning Board of Adjustment. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to appoint Paul Paradise to the Zoning Board of Adjustment. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to appoint Wendy Weisiger to the Conservation Commission. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to appoint Carol Bertsimas to the Conservation Commission. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to appoint JJ Smith to the Energy Committee. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to appoint Kevin Foss to the Capital Improvement Program Committee. Motion was seconded by Selectmen Bean. Motion passed 4-0.

Selectman Goulet made a motion to appoint Paulette Malo to the Roads Committee. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to appoint Steve Fowler to the Recreation Commission. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to appoint Alan Topliff to the Planning Board. Motion was seconded by Selectmen Bean. Motion passed 4-0.

Selectman Goulet made a motion to appoint Cathy Cruson to the Planning Board. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to appoint Robert Bourque to the Planning Board. Motion was seconded by Selectmen Crockwell. Motion passed 4-0.

Selectman Goulet made a motion to allow David Jodoin to sign the agreement with Donahue, Tucker & Ciandella, PLLC for the taxation of use of public rights of way. Selectman Crockwell seconded the motion. Motion passed 4-0

Selectman Crockwell moved to approve the Manifest/Abatements. Selectman Goulet seconded the motion. Motion passed 4-0.

Selectman Crockwell moved to approve the minutes of March 18, 2019 as presented. Selectman Goulet seconded the motion. Motion passed 4-0.

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

David presented the Board with the waste disposal agreement.

Selectman Bean made a motion to authorize the Chairman to sign the household hazardous waste certificate of occupation. Selectman Crockwell seconded the motion. Motion passed 4-0.

The Board discussed the property at 4 & 6 Union Street. Selectman Crockwell asked if a realtor has looked at 4 Union Street yet. David stated they have not had the property looked at yet. Selectman Bean clarified that the cost to fix the wall is roughly \$25,000. David stated that would be a maximum cost for a fix but he was unsure how long that would last. Selectman Bean asked what the Sewer Department would be looking to purchase the building at. David stated that he isn't sure but they have first right of refusal. The town assessor has the building valued at \$250,000 for both properties. This will be discussed further at the next meeting after the Sewer Commission comments.

## **VII. Committee Reports:**

Selectman Bean – Met briefly with the Recreation Commission and will meet tomorrow with the Roads Committee.

Selectman Crockwell – Conservation meets next week.

Selectman Goulet – Budget Committee has a meeting to recap town meeting on April 19<sup>th</sup>.

Selectman Bond – Developer came in to ask questions about a potential 32-unit apartment off either Lower or Upper Beacon Hill. The project would need public water and public sewer. Planning is also discussing the 25-foot clearance on corners and they are potentially lowering it to 15-foot clearances. Selectman Bean asked if

the development across from Kimball's Cavern is moving forward. Selectman Bond stated that it was approved. David explained that it may be sold for a single-family residence with an attached horse farm.

**VIII. Other/Citizen Comment:**

Gene Gauss, 4<sup>th</sup> Range Road, shared concerns about the developers of the 4<sup>th</sup> Range Road/Flagg Robinson development. He also shared concerns for the opening of 4<sup>th</sup> Range Road when the plan is to only develop the first flat section of the road. The remainder of the road is close to 6 feet below grade and a river. He also shared concerns that the burden of the large development will eat up tax revenue for the Town. The Town has no obligation to open the Range Roads.

**IX. Non-Public Session:**

Motion by Selectman Crockwell to enter non-public session in accordance with RSA 91-A:3II E. Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the public body or any subdivision thereof, or against any member thereof because of his or her membership in such public body, until the claim of litigation has been fully adjudicated or otherwise settled at 7:06 PM. Seconded by Selectman Goulet.

Roll Call Vote:  
Selectman Bean  
Selectman Goulet  
Selectman Bond  
Selectman Crockwell

The Board came out of non-public session at 7:34 PM

**X. Adjourn:**

Motion by Selectmen Goulet to adjourn at 7:35 PM, seconded by Selectmen Crockwell. Motion passed 4-0.

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Ann Bond, Vice Chairman

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