

AGENDA
BOARD OF SELECTMEN
June 3, 2019 AT 6:30 PM
TOWN HALL, PAULSEN MEETING ROOM

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Kevin Gagne – Trail Dawgs
- IV. OLD BUSINESS:
 - a. Tax Deeds
 - b. Street Light Update
 - c. Future street light pole regulations
 - d. Solid Waste Agreement
 - e. 4 Union Street
- V. NEW BUSINESS:
 - a. Cul De Sacs
 - b. Correspondence from Allentown Sewer
 - c. Fire Department future land needs
 - d. Manifest/Abatements
 - e. Minutes 5/6/19; Minutes 5/20/19
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. NON PUBLIC SESSION
 - RSA 91-A:3 II (b) The hiring of any person as a public employee
- X. ADJOURN

<u>NAME</u>	<u>PROPERTY ADDRESS</u>	<u>MAILING ADDRESS</u>	<u>AMOUNT DUE THROUGH 6/15/2019</u>	<u>MAPI/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	342.06	870-32-U10
Todd Heger	2-4 Prospect Street Pembroke, NH 03275	225A Belknap Drive Pembroke, NH 03275	10058.88	VW-97
Louis Marcoux	6 Howard Street Pembroke, NH 03275	17 Oaks Drive Bedford, NH 03110-6031	2,469.68	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 (2)	212 Buck Street Pembroke, NH 03275	203 Loudon Road #823 Concord, NH 03301	497.87	266-129
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

* Deed issues or contaminated land

(1) Land

5/29/2019

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

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

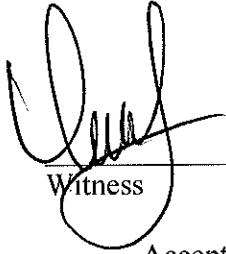
Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

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.

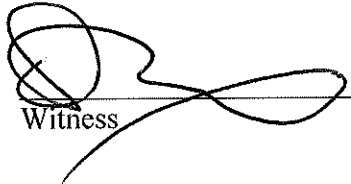

Witness

TOWN OF PEMBROKE, NEW HAMPSHIRE

By: Justin M. Carfemanche
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.

AGENDA
SPECIAL SEWER COMMISSION
May 28, 2019 at 7:00 PM
4 Union St., Pembroke, NH

- I. Call to Order: Attendance
- II. Old Business:
 - a. Any Old Business: 4 Union St
- III. Adjourn:



Town Of Pembroke

Sewer Commission

MONTHLY SEWER COMMISSION MEETING

DATE: May 20, 2019 TIME: 7:00 P.M. PLACE: 4 Union St.

1. Meeting Called to Order: 7:07 pm

Attendance: Commissioner Harold Thompson, Commissioner Jules (Andy) Pellerin,
Paulette Malo, Operations Director
Unavailable: Commissioner Daniel Driscoll

2. Citizen's Comments: None

3. Scheduled Meetings: a. None

4. Old Business: 4 Union St: Paulette read into the minutes an e-mail from David Jodoin dated May 15, 2019 "We have an off on the building who would still rent out to you commission has first right at 155 thousand the selectmen will look at the offers Monday and I am sure make a decision to proceed pending sewer" Paulette read her response into the minutes "I will let my commissioners know at their meeting Monday night"

Paulette stated that she contacted David Jodoin by e-mail early this afternoon with 3 questions. Paulette read the e-mail into the record "1. Are you sure that the BOS will accept the offer from the third party? 2. #8 states "the Lessor shall submit a written copy of such offer to the Lessee" Do I use your e-mail as the written copy or are they going to give us a copy of the P&S agreement? 3. If the Commissioners agree to purchase for the price that has been offered (\$155,000.00) does this need to go back to Town meeting for the selectmen to get approval? My commission does not need Town approval."

David's responses were read into the record "1. I think that the Board would accept the \$155,000 and everything would stay the same with the tenants. Either prospective buyer would continue to lease the property. 2. Use my e-mail we have two offers \$155k and \$150k 3. Town meeting gave approval to sell so it will be sold. Remember the other caveat that was clear message was that the Town should sell this building and not be in the real estate business. The selectmen are concerned that the will of the voters would not be upheld if the Sewer Commission bought it." David's last comment on this e-mail was "If it were me making the decision I would say continue to lease and let someone else take over the headaches of building maintenance and parking issues."

DRAFT MINUTES

Paulette then read into the minutes # 8 of the lease between the Town of Pembroke and the Pembroke Sewer Commission "8. NON-ASSIGNABLE RIGHT OF FIRST REFUSAL. If the Lessor shall receive from any third party an acceptable bonafide offer to purchase the property which contains the Leased Premises, the Lessor shall submit a written copy of such offer to the Lessee, giving the Lessee sixty (60) days from the date of receipt of said notice to meet such offer and deliver to the Lessor its Notice of Exercise of Right of First Refusal. Upon the Lessee's failure to meet such a bonafide offer within sixty days of receipt of notice, the lessor shall be free to sell the leased premises or any portion thereof to such third person in accordance with the terms and conditions of its offer, subject to the terms of this lease. In the event the Lessee exercises its right of first refusal, the purchase price shall be the same as the purchase price offered by the bonafide purchaser. The closing shall take place within sixty days of the receipt by the Lessor of the Lessee's notice of exercise of right of first refusal. (Copies of all e-mails and lease are attached to the original minutes.)

Andy and Harold discussed the pros of owning the building such as the department wouldn't have to move at any time in the future unless it was by the commissioner's choice. The commission already added the second garage door last year. The building would be an investment for the future needs of the department.

The Cons, the wall would need to be fixed and any up keep to the building would be the commission's expense.

Paulette suggested that the vote should be with all commissioners present. A Special Meeting can be set up next week to vote on the purchase where the commission has 60 days to notice the selectmen.

Motion: Andy made the motion to match the offer of \$155,000.00 and buy 4 Union St Pending Dan's approval. If Dan disagrees the commission would not purchase the building.

Seconded: Harold seconded the motion.

Vote: 2 in favor, motion pending final vote of Dan

Paulette said that she could call Dan tomorrow to see if he agrees or disagrees with the purchase of the building. If he agrees then a Special meeting will be set for next week when all are available to reaffirm the vote.

b. Update Meeting with Trustees: Paulette explained that Harold and she went to the meeting with the Trustees about the future of the Trust Funds being handled by an independent firm starting in 2020. Mr. Fleury said they were trying to have all the cost of the firm be only the amount of any interest made on the accounts. Harold said that the Commission will have to find out if the money needs to stay with the Trustees or if the account can be eliminated by the vote of the full board.

c. Ted Berry Quote: Paulette explained that she received the bid quote from Ted Berry Company from Maine. Any asked if AAA Pump Service could do the same job as Ted Berry. Paulette stated that they do not have the man power or their own equipment needed to do the same job.

Motion: Andy made the motion to wave the bidding process and accept Ted Berry's Bid for 2 years at \$31,500.00 for approximately 21,000 linear feet of light cleaning and CCTV

Seconded: Harold seconded the motion.

Vote: 2 in favor, motion passed

DRAFT MINUTES

5. New Business: a. Review and Sign Manifest: Manifest was reviewed and signed

b. Review and Sign Warrant 2 Zone 2: Warrant was reviewed and signed

c. Review and Sign Late Register Zone 3: The Late Register was reviewed and signed.

d. Abatement: 405 Grandview Rd Main St.: Paulette read the request.

After a discussion about the property

Motion: Andy made the motion to approve the abatement for \$30.00 late penalty.

Seconded: Harold seconded the motion.

Vote: 2 in favor, motion passed

e. Correspondence: Correspondences were reviewed. The Town Administrator called with a request from the BOS for the Sewer Commission to meet with them concerning capacity in Pembroke. Harold said that he asked Paulette to send David an e-mail stating that the commission would be willing to meet with the BOS at a future date. The issue on capacity is currently in dispute with the Allenstown Commission and that we have sent this to our attorney for review as well as our engineer. (Copy of e-mail attached to original minutes)

f. Accept minutes of April 15, 2019:

Motion: Harold made the motion to accept the minutes of April 15, 2019 as written

Seconded: Andy seconded the motion.

Vote: 2 in favor, motion passed

f. Possible Future Sewer Connection: Paulette explained that she received an application to be placed on the waiting list for the possible addition of 101 units on Beacon Hill Rd. This project has not gone before the ZBA or Planning Board yet. Paulette explained that the applicant had proof of current amounts be use for water/sewer at another location that would be the same type of development.

Motion: Harold made the motion to place the application on the current waiting list.

Seconded: Andy seconded the motion.

Vote: 2 in favor, motion passed

6. Any New Business: Quotes from AAA Pump Service for Grinder at Bow Lane and New Controllers for Keith Ave and Sheep Davis Rd: Paulette showed the quote for the Grinder being \$17,160.00 and the cost of the new controllers are \$3,819.50 each.

Motion: Andy made the motion to accept the quote for the Grinder being \$17,160.00 and the cost of the new controllers are \$3,819.50 each and to have AAA Pump Service do the work.

Seconded: Harold seconded the motion.

Vote: 2 in favor, motion passed

Internet for Pump Stations from Comcast Business: Paulette explained that she received the prices to have internet at the pump station in order to access the camera systems. The monthly cost will be a 2 year contract for \$126.85 per month plus taxes for each station.

Harold explained that this was in the budget to upgrade to the use of internet at the stations.

Motion: Andy made the motion to accept the quote for the internet 2 year contract at all 5 station buildings.

Seconded: Harold seconded the motion.

Vote: 2 in favor, motion passed

Paulette explained that the work truck was hit by an unknown driver in front of Lavallee Store on May 9, 2019. Only the driver side mirror was damaged. The cost to fix is \$522.52 and the check is included in this manifest.

7. Adjourn: 7:51 pm and Reconvene next week if needed

Motion: Andy made the motion to adjourn and Reconvene next week if needed

Seconded: Dan seconded the motion.

Vote: All in favor, motion passed

Respectfully Submitted,
Paulette Malo,
Operations Director

Accepted _____

Re:

Paulette Malo

Wed 5/15/2019 7:03 PM

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

I will let the commissioners know at their meeting Monday night.

Paulette sent from my iPhone

> On May 15, 2019, at 5:08 PM, David Jodoin <djodoin@pembroke-nh.com> wrote:

>

>

> We have an offer on the building who would still rent out to you commission has first right at 155 thousand the selectmen will look at the offers Monday and I am sure make a decision to proceed pending sewer

>

>

> Sent from my iPhone

RE: Lease

David Jodoin <djodoin@pembroke-nh.com>

Mon 5/20/2019 12:25 PM

To: 'Paulette Malo' <pembroke.nh-sewer@hotmail.com>

1. I think that the Board would accept the \$155,000 and everything would stay the same with the tenants. Either prospective buyer would continue to lease the property.
2. Use my email we have two offers \$155k and \$150k
3. Town meeting gave the approval to sell so it will be sold. Remember the other caveat that was a clear message was that the Town should sell this building and not be in the real estate business. The selectmen are concerned that the will of the voters would not be upheld if the Sewer Commission bought it.

If it were me making the decision I would say continue to lease and let someone else take over the headaches of building maintenance and parking issues.

From: Paulette Malo [mailto:pembroke.nh-sewer@hotmail.com]

Sent: Monday, May 20, 2019 12:07 PM

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

Subject: Lease

I know you are busy. Just a couple of questions for the sewer meeting tonight.

1. Are you sure that the BOS will accept the offer from the third party?
2. #8 states" the LESSOR shall submit a written copy of such offer to the LESSEE" Do I use your e-mail as the written copy or are they going to give us a copy of the P&S agreement?
3. If the Commissioners agree to purchase for the price that has been offered (\$155,000.00) does this need to go back to Town meeting for the selectmen to get the approval? My commission does not need Town approval.

Thanks for your help, and welcome back. Hope you enjoyed your time in Texas.

Paulette Malo, Operations Director

Pembroke Sewer Commission

4 A Union Street, Pembroke, NH 03275

Phone: (603)485-8658, Fax: (603)485-2142

E-Mail: pembroke.nh-sewer@hotmail.com

TOWN OF PEMBROKE, NH

LEASE AGREEMENT FOR CERTAIN TOWN PREMISES

This AGREEMENT is made this 19th *day of January, 2016* by and between the Town of Pembroke, a municipal corporation duly organized under the laws of the State of New Hampshire with a mailing address and principal office at 311 Pembroke Street, Pembroke, NH 03275, acting by and through its Board of Selectmen ("LESSOR"), and the Pembroke Sewer Commission, a duly constituted commission of the town of Pembroke with a mailing address and principal office at 4A Union Street, Pembroke, NH 03275, acting by and through the Board of Sewer Commissioners ("LESSEE")

WITNESSETH:

1. LEASED PREMISES. The LESSOR hereby leases to the LESSEE a portion of the building known as the former Pembroke Police Station, 4 Union Street, Pembroke, NH. More particularly, the building portion of the Leased Premises consists of the basement of the building and the attached garage which together total approximately 1,280 square feet ("Leased Premises")

The premises described above are leased together with the right to use five (5) parking spaces adjacent to the lower level of the building, but the LESSOR reserves the right to utilize one of the said parking spaces for the future placement of a trash dumpster, for snow storage, or for any other reasonable use. In addition, LESSEE shall have the right to occasionally use the parking spaces in the main parking area on the upper level of the property in the normal course of conducting its activities.

In accordance with RSA 155:64, the Town has declared that smoking is prohibited in all Town buildings.

2 LEASE TERM. The Lease shall begin in the year and date first written above and shall continue for a period of ten (10) years from January 1, 2016, to expire January 1, 2026 ("Lease Term"). The Lease may be renewed beyond its natural expiration on January 1, 2026 upon such terms as may be mutually agreed.

3. ADJUSTABLE RENT

3.1 Commencing January 1, 2016 annual rent of \$8,039 (Base rent) shall be due and payable in advance, without demand or notice, no later than the 30th of the month each year until the expiration of this Lease on January 1, 2026 unless sooner terminated.

3.2 Adjustments to Base Rent: Each year commencing January 1, the Base Rent shall be adjusted on the basis of any increase either in the cost of living as reported in the Consumer Price Index, published by the Bureau of Labor Statistics of the United States Department of Labor, Boston MA referred to as the CPI-U, for the twelve (12) months period ending December 31 of the preceding year or the increase in Social Security, whichever is greater, but not less than 1% per year.

4. USE. The LESSEE covenants that it will use the Leased Premises for the purpose of office space and storage of miscellaneous equipment. The LESSEE covenants that it will not: store any dangerous, flammable, or explosive materials on the premises without the prior written consent of the Board of Selectmen, make or suffer any waste upon the Leased Premises, store any equipment or material outside the building, use the Leased Premises for any unlawful, improper or offensive use, or use the Leased Premises for any purpose contrary to any laws, federal or state, or any ordinance of the Town of Pembroke, now or hereafter in effect. LESSOR makes no representations or warranties on the condition of the Leased Premises, which have been accepted by the LESSEE as is.

5. INSURANCE. The LESSOR shall be responsible for maintaining premises liability insurance and property insurance on the building and contents, including the Leased Premises, as part of the town normal insurance program. The LESSEE will be required to reimburse the LESSOR for its portion of costs for said coverage. When and if the LESSEE becomes legally separated from the LESSOR it shall be required to purchase its own liability and property insurance.

6. UTILITIES. The LESSOR shall pay for electricity, water (office drinking water only), heat (office space only) and for trash disposal and for the removal of snow and ice. All other utilities shall be the responsibility of the LESSEE.

7. MAINTENANCE AND REPAIRS. Parties' Obligations: The LESSEE shall keep the interior of the Leased Premises, including doors and windows, the plumbing, electrical, water, and heating systems, in good order, repair and maintenance, but LESSOR agrees to perform an annual cleaning and servicing of said systems. The LESSEE shall be responsible for minor repairs and servicing of the Leased Premises and associated systems, with LESSOR responsible for major repairs or replacements. The parties agree to negotiate in good faith should any dispute arise as to the scope of their respective obligations under this provision.

8. NON-ASSIGNABLE RIGHT OF FIRST REFUSAL. If the LESSOR shall receive from any third party an acceptable bonafide offer to purchase the property which contains the Leased Premises, the LESSOR shall submit a written copy of such offer to the LESSEE, giving the LESSEE sixty (60) days from the date of receipt of said notice to meet such offer and deliver to the LESSOR its Notice of Exercise of Right of First Refusal. Upon the LESSEE'S failure to meet such a bonafide offer within sixty (60) days of receipt of notice, the LESSOR shall be free to sell the Leased Premises or any portion thereof to such third person in accordance with the terms and conditions of its offer, subject to the terms of this Lease. In the event the LESSEE exercises its right of first refusal, the purchase price shall be the same as the purchase price offered by the bonafide purchaser. The closing shall take place within sixty (60) days of the receipt by the LESSOR of the LESSEE'S Notice of Exercise of Right of First Refusal. This Right of First Refusal shall not be assignable by the LESSEE. The parties rights and obligations under this provision are subject to any necessary approvals that may be granted or denied by any annual or special town meeting.

9. DAMAGE OR DESTRUCTION. In the event of loss or damage to the Leased Premises by fire, the elements or casualty, the rights and obligations of the parties shall be as follows:

a. In the event of a partial loss, the LESSOR shall proceed promptly and with reasonable diligence to restore the Leased Premises to substantially the same condition as existed prior to the loss.

b. The insurance provided for in Article 5 shall include any loss occasioned to the LESSEE resulting from the lack of use of the premises. The LESSEE shall not be liable for rent for any portion of the Leased Premises which may not be occupied as a result of such loss.

c. The Lease shall terminate in the event that the Leased Premises are totally destroyed. If more than fifty percent (50%) of the Leased Premises are destroyed, either party shall have the right to terminate the Lease.

10. CONDEMNATION. In the event the entire Leased Premises or such portion of it that would substantially interfere with the conduct by the LESSEE of its business is taken by condemnation or right of eminent domain, then this Lease shall terminate as of the date of taking. In such event, the rent and other obligations of the LESSEE shall be apportioned or prorated as of said date. Both parties reserve their right to make claims with the appropriate governmental authorities for damages to which they may be entitled in said condemnation proceeding for their respective interests in the condemned property.

In the event that only a minor portion of the Leased Premises is taken by such condemnation or eminent domain and the LESSEE shall be able to use the Leased Premises for its business purposes substantially without impairment, then this Lease shall remain in full force and effect and the entire condemnation award shall belong to the LESSOR.

11. SUBLETTING AND ASSIGNMENT. The LESSEE shall not have the right to assign, pledge, encumber or sublease the Leased Premises without approval in writing of the LESSOR.

12. TERMINATION. The LESSEE, at the expiration of this Lease, will peaceably quit and deliver up the Leased Premises to the LESSOR in as good order and condition as it was at the commencement of the Lease, normal wear and tear excepted. The LESSEE may terminate this Lease at any time upon giving the LESSOR written notice 12 months in advance. The LESSOR may terminate this Lease only following a vote of an annual or special town meeting authorizing or requiring the Board of Selectmen to terminate the Lease, and then upon giving LESSEE written notice 12 months in advance of the date of termination unless otherwise provided by a valid and binding vote of the town meeting.

13. LESSOR'S COVENANTS. The LESSOR hereby covenants that the LESSEE may occupy the Leased Premises during the term of the Lease peaceably and free from any claim and demands of any person except as herein provided.

14. RIGHT TO ENTER. The LESSOR retains the right, upon reasonable notice to the LESSEE, to enter the Leased Premises at all times for the purpose of viewing the same and may enter at any time without notice in the event of an emergency.

15. DEFAULT. If the LESSEE fails to perform or observe all the covenants or conditions of this Lease in its part to be performed or observed, the LESSOR shall give the LESSEE thirty (30) days notice of default. If such default is not corrected within such period or within such additional period as the LESSOR may permit, the LESSOR may re-enter the Leased

Premises and take immediate possession thereof without prejudice to any other rights or remedies which the LESSOR may have.

16. SEVERABILITY. The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

17. AUTHORITY. The authority to make and enter into this Lease was granted by adoption of Article 7 of the warrant for the 2005 Pembroke Annual Town Meeting.

18. WAIVERS. No waiver by the LESSOR of any provision hereof shall be deemed a waiver of any other provisions hereof or any subsequent breach by the LESSEE of the same or any other provisions.

19. BINDING EFFECT. This Lease shall bind the parties hereto, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of New Hampshire.

20. PRIOR STATEMENTS. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties at the time of the modification.

21. NOTICE OF LEASE. The parties agree that a Notice of Lease/Right of First Refusal dated January 19th, 2016 containing the essential terms of this Lease shall be recorded in the Merrimack County Registry of Deeds.

22. IDEMNIFICATION. The LESSEE shall save the LESSOR harmless and indemnify it from and against any and all claims, actions, loss, damages, liabilities and expense including attorney's fees in connection with the loss of life, personal injury and / or damage to property arising out of or resulting from any occurrence upon the Leased Premises during the term of the Lease, if occasioned wholly or in part by any act, neglect, failure or omission of the LESSEE, its officers, agents or employees, on the Leased Premises, except to the extent such indemnity is prohibited by law. In case the LESSOR shall, without fault on its part, be made a party to any litigation commenced by or against the LESSEE on account of any occurrence described in the preceding sentence, then the LESSEE shall protect and hold the LESSOR harmless and it will indemnify and pay all costs, expenses and reasonable attorney's fees incurred or paid by the LESSOR in connection with such litigation.


GOPY

EXECUTED in duplicate counterparts, each of which shall be considered an original for all purposes, on the date first above written.

LESSOR:

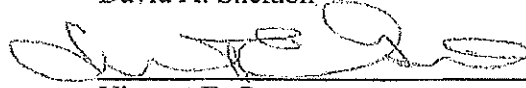
TOWN OF PEMBROKE, BY ITS
BOARD OF SELECTMEN


Justine M. Courtemanche, Chair


Frederick L. Kline, Vice Chair

COPY

David A. Sheldon



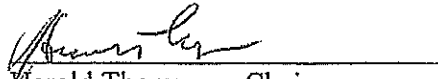
Vincent E. Greco




Michael F. Crockwell

LESSEE:

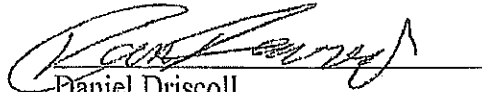
BOARD OF SEWER COMMISSIONERS



Harold Thompson, Chair



Jules Pellerin, Vice Chair



Daniel Driscoll

RE: Sewer Meeting

David Jodoin <djodoin@pembroke-nh.com>

Tue 5/7/2019 2:00 PM

To: 'Paulette Malo' <pembroke.nh-sewer@hotmail.com>

Thanks

From: Paulette Malo [mailto:pembroke.nh-sewer@hotmail.com]

Sent: Tuesday, May 07, 2019 1:30 PM

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

Subject: Sewer Meeting

David,

I have spoken to the chairman and the commission would be willing to meet with the BOS at a future date. The issue on capacity is currently in dispute with the Allenstown Commission and this commission has sent it to our attorney for review as well as our engineers.

Thank you for the invite, we will keep you posted as to when we will be able to meet.

Regards,

Paulette Malo, Operations Director
Pembroke Sewer Commission
4 A Union Street, Pembroke, NH 03275
Phone: (603)485-8658, Fax: (603)485-2142
E-Mail: pembroke.nh-sewer@hotmail.com

David Jodoin

From: Dwayne Gilman <chiefdgilman@pembroke-nh.com>
Sent: Wednesday, December 05, 2018 1:52 PM
To: Dave Jodoin
Subject: CULDESACS

We have 12 cul-de-sacs in town that have an island in the middle . I am verifying there are no signs already.. Other cul-de-sacs don't have an island so I can see a sign in the middle of the road saying keep right.

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

(603)-485-9173 ext 2204



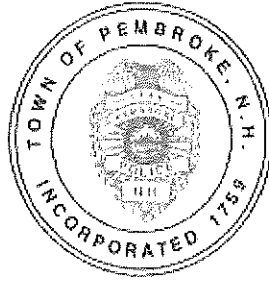
David Jodoin

From: Dwayne Gilman <chiefdgilman@pembroke-nh.com>
Sent: Tuesday, December 11, 2018 12:33 PM
To: Dave Jodoin
Subject: Status of streets

CUL-DE-SAC	NOTES
ROSEDALE	No sign or lights in Circle
WELLINGTON	No sign or Lights in circle
REBECCA WAY	No sign or Lights in Circle
ASHLEY DRIVE	No sign or Lights in Circle
JACKS DRIVE	No sign or Lights in Circle
BELFRY COURT	No sign or Lights in Circle
WEST VIEW TER.	NO ISLAND No sign or Lights in Circle
BRITTANY CIRCLE	Both Light and Sign Present
MASON AVE	Both Light and Sign Present
ELEY LANE	No Sign or Light/ No Island
WOODLAWN RIDGE ROAD	No Sign or Light
PEASLEE	2-WAY TRAFFIC
SHERWOOD MEADOWS	2-WAY TRAFFIC
FAIRWAY DRIVE	No Sign/ Street light is present
ALEXANDER DRIVE	No Sign/ Street light is Present
RIVERVIEW WAY	Sign and Light Present

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

(603)-485-9173 ext 2204



SUGGESTED LOCATION AND VERBIAGE OF ONE WAY TRAVEL ON CUL-DE-SACS

§ 191-7.2 One-way streets [Added 11-18-1996 by Ordinance No. 96-23] A. The streets or parts of streets described in Schedule VI (§ 191-20), attached to and made a part of this chapter, are hereby designated as one-way streets in the direction indicated, and it shall be unlawful for any person to drive a vehicle on any one-way street other than in the direction established for traffic on that street.

A Vehicle Passing around a Rotary Traffic Island or Cul-de-sac Island shall be driven to the right of such Island.

B. Violation of this section shall result in a fine not to exceed \$500. (1st offense 50.00. 2nd 100.00. 3rd offense Must Appear Court Summons)

ARTICLE III Parking/Standing Regulations Parking/Standing Regulations [Amended 11-19-1991; 5-1-1998 by Ordinance No. 98-2; 1-8-2001 by Ordinance No. 01-1; Amended BOS Public Hearing 5/7/2012]

FYI

265:23

**** State Law penalties is 100.00 Fine ..**

**** REMINDER THAT TOWN CODES AND ORDINANCES FOR MOTOR VEHICLE INFRACTIONS DO NOT GO ON THE MOTOR VEHICLE RECORD OF THE OPERATOR.**

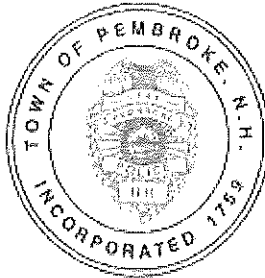
David Jodoin

From: Dwayne Gilman <chiefdgilman@pembroke-nh.com>
Sent: Friday, November 09, 2018 3:45 PM
To: 'David Jodoin'
Subject: RE: cul de sacs

Sure,. Makes sense. It's reassuring the obvious but I'm fine with it.

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

(603)-485-9173 ext 2204



From: David Jodoin [mailto:djodoin@pembroke-nh.com]
Sent: Thursday, November 8, 2018 9:13 AM
To: Dwayne Gilman <Chiefdgilman@pembroke-nh.com>
Subject: cul de sacs

Good Morning,

So Mike Hebert on Brittany Circle wants to make that official on the Town records for the proper way to enter and drive. We discussed the others that are also needed. I need to bring this to the Board on the 19th and they will ask what the PD's thoughts are. I know that it's not a priority for patrol but if it was posted legally, and someone saw something they could then warn or ticket.

Your thoughts



Allenstown Sewer Commission

35 Canal Street
Allenstown, NH 03275
603-485-5600
FAX 800-859-0081



May 20, 2019

Board of Selectmen
311 Pembroke Street
Pembroke, NH 03275

Re: Plant Capacity

RECEIVED
MAY 22 2019
TOWN OF
PEMBROKE, NH

Dear Selectmen,

As you may or may not know the Allenstown Sewer Commission (ASC) and the Pembroke Sewer Commission (PSC) met on July 17, 2018 to discuss plant capacity. At that time the ASC agreed to determine an amount of capacity that could be sold to the PSC. The ASC determined 150,000 gallons per day would be available to the PSC for purchase for a period of one year. A letter of intent was sent to the PSC dated November 15, 2018 indicating the ASC's intentions and conditions for the increase of capacity to the PSC.

One of the conditions of the sale of capacity was the preparation and execution of a new Intermunicipal Agreement (IMA). The ASC would like to provide you with the recent correspondences between the ASC and the PSC, for your review. The preparation of the new IMA has not begun since the ASC and the PSC cannot agree upon the initial terms of a new IMA. Once the initial terms are agreed upon by both Boards the preparation of the new IMA can commence.

We are aware that you have development projects under review that may be applying for a sewer connection with the PSC. We have not noticed the issue of sewer capacity in the Select board minutes or the vague PSC minutes, and would like to keep you informed of our progress on a new IMA.

Best Regards,

Jeff Backman, Superintendent



Allenstown Sewer Commission

35 Canal Street
Allenstown, NH 03275
603-485-5600
FAX 800-859-0081



November 15, 2018

Pembroke Sewer Commission
44 Union Street
Pembroke, NH 03275

Dear Commission,

This letter of intent is being proffered by the Allenstown Sewer Commission (ASC) to the Pembroke Sewer Commission (PSC) to outline certain minimum terms and conditions under which the ASC would be willing to increase the amount of plant capacity to which the PSC would be entitled.

The ASC hereby indicates its intention to grant the PSC 150,000 gpd of additional capacity at a price of \$2.80/gallon (total price - \$420,000), on the following conditions:

PSC shall provide, no later than February 15, 2019, a full accounting of the disposition of the approximately 98,000 gallons of identified remaining capacity that was procured by PSC by direct application to the DES, following the circumstance of the notification by the NHDES that the plant had achieved an operating level at 80% of its design capacity. This information shall include the parties to whom this capacity was allocated, including dates of approval and amounts.

The preparation and execution of a new Intermunicipal Agreement (IMA), suitable and agreeable to the ASC, which includes, at a minimum, the following terms:

Provisions which clearly identify that any and all revenue received from the processing of hauled waste is revenue which belongs to the ASC, expendable for any legal purpose available to the ASC and without any accounting to the PSC.

Provisions which insure that PSC shall be obligated to adopt and enforce any regulations which ASC is required by either the DES or EPA to promulgate for the safe, proper, and compliant operation of the plant.

Provisions that insure that prior to the approval of PSC of any new extensions to or additional users to their collection system that the ASC will be advised of and shall have determined that the design and proposed use of any such additional extension and/or user is in accordance with

specifications contained in the ASC regulations governing the operation of the plant. Such approval shall not be unreasonably withheld.

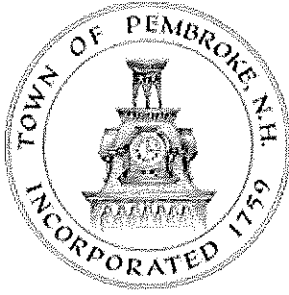
The payment of the funds for such additional capacity shall be made in one lump sum and, the conclusion of the new IMA shall be approved and signed no later than November 15, 2019, or the capacity will no longer be set aside for PSC and this letter of intent shall expire.

This LOI contains only certain minimum conditions and is not intended to include a comprehensive and complete summary of all the provisions that will be included in the IMA it being clearly understood that the IMA must be acceptable and agreeable to the ASC, failing which this LOI will expire.

Best Regards,

A handwritten signature in black ink that reads "Jeffrey Backman". The signature is written in a cursive, flowing style.

Jeff Backman, Superintendent



Town Of Pembroke Sewer Commission

4 Union Street, Pembroke, NH 03275

Phone: (603) 485-8658

Fax: (603) 485-2142

E-Mail: sewerdept@pembroke-nh.com

Office Hours: Monday – Friday 8:00 am - 4:00 pm

February 12, 2019

Mr. Jeff Backman, Superintendent
Allenstown Sewer Commission
Allenstown, NH 03275

Subject: Intermunicipal Agreement
Pembroke Sewer Commission Response to LOI

Dear Mr. Backman:

This letter is in response to the Letter of Intent provided by the Allenstown Sewer Commission (ASC) to the Pembroke Sewer Commission (PSC), dated November 15, 2018, outlining proposed terms and conditions that would allow Pembroke to increase the capacity of wastewater conveyed to the Allenstown collection system and wastewater treatment facility (WWTF).

We offer the following in response to Allenstown's proposed Letter of Intent:

- 1) ASC's intention is to grant the PSC 150,000 gallons per day (gpd) of additional flow at a price of \$2.80 per gallon, for a total price = \$420,000.

Response:

PSC requests the following:

- *Per the current IMA, confirm PSC's allowable usable capacity is 682,500 gpd.*
- *Confirmation that the additional capacity offered is 150,000 gpd or an allowable useable capacity of 120,000 gpd (80%).*

- 2) The PSC shall provide, no later than February 15, 2019, a full accounting of the disposition of the approximately 98,000 gallons of identified remaining capacity that was procured by PSC by direct application to the DES, following the circumstances of the notification by the NHDES that the plant had achieved an operating level at 80% of its design capacity. This information shall include the parties to whom this capacity was allocated, including dates of approval and amounts.

Response:

Attached.

- 3) Provisions which clearly identify that any and all revenue received from the processing of hauled waste is revenue which belongs to the ASC, expendable for any legal purpose available to the ASC and without any accounting to the PSC.

Response:

PSC is prepared to agree to the provisions set forth provided adequate transparency is provided in the ASC's accounting and auditing for the collection system, WWTF, and Septage Hauler expenses and revenues.

- 4) Provisions which insure that PSC shall be obligated to adopt and enforce any regulations which ASC is required by either the DES or EPA to promulgate for the safe, proper, and compliant operations of the plant.

Response:

PSC is prepared to agree to the provisions set forth, with exception of the word "any" and enforcement actions undertaken by either DES or EPA associated with the receipt, storage, processing and/or disposal of septage waste.

- 5) Provisions that insure that prior to the approval of PSC of any new extensions to or additional users to their collection system that the ASC will be advised of and shall have determined that the design and proposed use of any such additional extension and/or user is in accordance with specifications contained in the ASC regulations governing the operation of the plant. Such approval shall not be unreasonably withheld.

Response:

PSC is prepared to agree to the provisions of this term, with the exception of single residential service connections. PSC will seek approval from ASC should there be a larger user or industrial connection that potentially impact treatment processes. PSC agrees with the provision that ASC shall not unreasonably withhold approval of new extensions or additional users to their collections system, as stated.

- 6) The payment of the funds for such additional capacity shall be made in one lump sum and, the conclusion of the new IMA shall be approved and signed not later than November 15, 2019, or the capacity will no longer be set aside for PSC and this letter of intent shall expire.

Response:

PSC finds the terms to be reasonable; however, we request that the proposed timeline be increased to allow for several revisions and account for legal review of a new IMA.

- 7) The LOI contains only certain minimum conditions and is not intended to include a comprehensive and complete summary of all the provisions that will be included in the IMA it being clearly understood that the IMA must be acceptable and agreeable to the ASC, failing which this LOI will expire.

Response:

The final IMA must be acceptable and agreeable to both the ASC and PSC.

Terms and conditions, currently stated in the existing IMA, not presented in ASC's LOI, but requested by PSC to be carried in a newly drafted IMA include the following:

- Per Section 4.06 (Monitoring Devices) of the existing IMA, there is to be a means of quantifying flow conveyed from Allentown to Pembroke via flow metering in order to deduct these flows from the flows originating in Pembroke.

Sincerely,

Paulette Malo, Operations Director
Town of Pembroke Sewer Commission



Allenstown Sewer Commission

35 Canal Street
Allenstown, NH 03275
603-485-5600
FAX 800-859-0081



March 15, 2019

Pembroke Sewer Commission
44 Union Street
Pembroke, NH 03275

Dear Commission,

The Allenstown Sewer Commission (ASC) received your letter dated February 12, 2019 regarding the "Pembroke Sewer Commission Response to LOI". The ASC reviewed the Pembroke Sewer Commission (PSC) response at their monthly meeting on March 5, 2019. The ASC offers the following clarification and comments.

The additional capacity offered to Pembroke is 150,000 gpd. Once Pembroke has connected 120,000 gpd, or Pembroke has exceeded 80 percent of its total capacity, additional connections may not be approved until such time as Pembroke submits a plan to mitigate flow exceedances, and address any related capacity requirements at that time. If those conditions are met, and are acceptable to the ASC, Pembroke could connect an additional 30,000 gpd pursuant to any requirements in the new IMA.

The ASC is not willing to comply with your request for Pembroke to approve single family residential connections without prior approval of the ASC. All service connections in Pembroke will be required to be approved by the ASC prior to the approval of the PSC.

Before a new IMA can be written and agreed upon. The PSC will need to reconsider their request for approval of single family residential service connections. The ASC firmly contends that this transparency is a necessity.

The ASC did have other comments in reviewing your response; including commenting that adequate transparency of the accounting system is already in place, and the PSC should not hesitate to offer suggestions for improving the accounting transparency. Additionally; the PSC requested a timeline extension. The ASC will consider an extension of 90 days should the need arise.

Best Regards,

Jeff Backman, Superintendent



Town Of Pembroke Sewer Commission

4A Union Street, Pembroke, NH 03275

Phone (603) 485-8658 Fax: (603) 485-2142 Emergency (603) 300-8628

Office Hours: 8:00 am - 4:00 pm

April 4, 2019

Allenstown Wastewater Treatment Plant
35 Canal St.
Allenstown, NH 03275

Re: 75 Unit

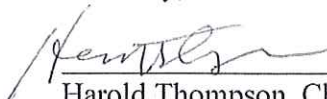
Dear Jeff:

We have a 75 unit condo/single family project with a sewer extension going through the Planning Board at this time. The Pembroke Sewer Commission would like your approval for the 75 unit condo/single family.

This Commission believes that it has adequate flows left of the original flows at the Treatment Plant. DES approval permit #D2004-1109 was granted for 35,000 gpd of that amount only 10,767 gpd has been granted by our commission. The remaining amount at this time is 24,233 gpd and the proposed flows for this project is 23,400 gpd. This will leave 833 gpd as a buffer. Should you deny please state all reasons for your denial.

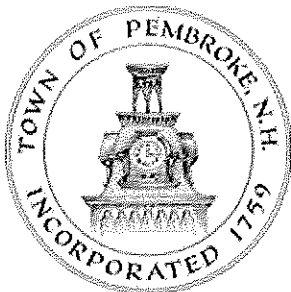
Should you have any questions regarding this matter please do not hesitate to call.

Sincerely,



Harold Thompson, Chair
Pembroke Sewer Commission

CC: Sewer Files



Town Of Pembroke Sewer Commission

4 Union Street, Pembroke, NH 03275

Phone: (603) 485-8658

Fax: (603) 485-2142

E-Mail: sewerdept@pembroke-nh.com

Office Hours: Monday – Friday 8:00 am - 4:00 pm

April 24, 2019

Mr. Jeff Backman, Superintendent
Allentown Sewer Commission
Allentown, NH 03275

Subject: Intermunicipal Agreement

Dear Mr. Backman:

This letter is in response to the March 15, 2019 correspondence provided by the Allentown Sewer Commission (ASC) to the Pembroke Sewer Commission (PSC). The intent of the letter was to address PSC's requests on the ASC LOI dated February 12, 2019.

Historically, Pembroke has conveyed annual averaged flows of approximately 0.28-0.42 MGD to Allentown. The current 2006 IMA allows for annual average flows of to 0.6825 MGD, or 65% of the WWTF 1.05 MGD capacity. It would appear that PSC still has approximately 0.26-0.41 MGD of capacity remaining within the limits of the current IMA.

Year	Pembroke Avg. Daily Flow, MGD	% of Capacity
2016	0.276	40%
2017	0.364	53%
2018	0.456	67%

ASC did not confirm, as requested in PSC's letter dated February 12, 2019, the current allowable capacity per the current IMA. With the proposed additional capacity of 150,000 gpd per the future new IMA, PSC's total allowable useable capacity would increase to 0.8325 MGD. We ask for ASC's concurrence with the information summarized in the tables as requested.

	PSC Allowable Capacity, MGD	% of WWTF Capacity
Current IMA	0.6825	65%
Additional – Future IMA	0.150	14%
Total Allowable Capacity (Future)	0.8325	79%

As relates to the addition of users and collection system extensions, the PSC is prepared to agree to:

- Advising ASC of additional single-family residential users being added to the collection system, provided that PSC flows are within 80% of the allowable capacity defined by the current and future IMA.
- PSC will advise and seek approval from ASC, concurrent with NHDES approvals, should there be new main extensions, a larger user, or industrial connection that could potentially contribute larger flows or impact treatment processes.
- The PSC is already bound by the current IMA (and will be by the future IMA) that the design and proposed use of any such additional extension and/or user is in accordance with specifications contained in the ASC regulations governing the operation of the plant.
- PSC agrees with the provision proposed by ASC's letter dated November 15, 2018 that ASC shall not unreasonably withhold approval of new extensions or additional users to their collections system, as stated.
- PSC asks that the ASC provides response to requests for approval within 14 days of notification of a new connection. If a response from ASC is not received within 14 days, the approval will be deemed to have been given.

The PSC accepts ASC's proposal to allow for a 90-day extension to the original November 15, 2019 deadline, to finalize and allow for legal review of a new IMA that both parties are agreeable to.

There were items that ASC failed to acknowledge from PSC's letter dated February 12, 2019. PSC requests ASC's acknowledgement of these items as follows:

- 2) PSC's accounting of the disposition of the 98,000 gallons procured by PSC by direct application to the DES;
- 4) PSC's request to be excluded from enforcement actions undertaken by either DES or EPA associated with the receipt, storage, processing and/or disposal of septage waste;
- 7) That the final IMA must be acceptable and agreeable to both the ASC and PSC.
- 8) To carry over terms for monitoring devices (Section 4.06 in current IMA) into the newly drafted IMA.

Sincerely,

Paulette Malo, Operations Director
Town of Pembroke Sewer Commission



Allenstown Sewer Commission

35 Canal Street
Allenstown, NH 03275
603-485-5600
FAX 800-859-0081



April 30, 2019

Pembroke Sewer Commission
4 Union Street
Pembroke, NH 03275

Re: Pembroke Sewer Capacity

We acknowledge receipt of your letters of April 4, 2019, and the unsigned letter of April 24, 2019, respectively. The purpose of this response is to address the matters that you raise in those communications. In responding, we wish to be clear that we are responding to the following issues:

Pembroke's claims regarding calculation and entitlement to 'capacity', including:

- Claims that Pembroke did not use their full allotted capacity in year's past;
- Claim that PSC has 'excess' capacity remaining from the 98,000 gpd permit(s), so as to entitle them to accept new hook-ups without reference.
- Pembroke's intention to connect a 75 unit condo/single family project, including the implied claim that they still have sufficient 'unused' capacity from the 98,000 gpd to accommodate this project without Allenstown's approval.

We will address those in turn:

Claims that Pembroke did not use their full allotted capacity in year's past, and have some entitlement to the current increased capacity

-Manner of Calculation of 'usage'

We dispute your suggestion, implicit in your letter of April 24, 2019, to the effect that a calculation of 'annual average daily flow', using flow data gathered from a full 12 month year, provides any basis for a claim that Pembroke still has excess capacity available to it under the first IMA. As we all learned at the recent trial, the conventional wisdom employed by the engineering experts and the DES makes it clear that the manner in which the DES or any other authority with jurisdiction determines when a WWTP (or any single customer) reaches either 80% or 100% of its capacity requires a calculation using the three typically wettest months of the

year. This was the protocol utilized by the DES in making its determination which led to the 80% letter of April 19, 2002, as well as the letter which advised that 100% of the capacity had been reached. Our engineers as well as others present during that trial consistently confirmed that this is the process which must be utilized in making that determination. The reasoning for this process is evident and rests on the sound notion that the plant was designed for a maximum capacity and when it reaches that capacity for 3 successive months the operation of the plant will be compromised unless measures are taken to either increase capacity or to curtail future extensions of the collection system.

Accordingly, any discussion regarding ASC's current or revised capacity allotment must begin with utilization of this protocol. Consequently, we expressly reject the table on the first page of your letter as supporting any of the arguments you make in the two letters and invite you to recalculate the 'prior usage' using the appropriate data.

Implication that PSC has some entitlement to an amount of capacity above and beyond its original entitlement of 0.6825 mgd as a consequence of the additional authorized capacity which the facility now currently has as a direct consequence of the implementation of the Bio-Mag project.

-PSC entitlement to portion of increased capacity

While we concur that we are prepared to earmark an additional 150,000 gpd of capacity for Pembroke's future use, we must remind you that that commitment was predicated on all of the elements of a revised IMA being concluded in accordance with the Letter of Intent forwarded to you recently. The position of the ASC has consistently been that no allocation of any of this capacity will be forthcoming unless and until the details of the IMA are agreed to and the document executed.

Claim that PSC has 'excess' capacity remaining from the 98,000 gpd permit(s) issued by the DES.

As you know, one of the more enduring and consistently disputed elements of our recent litigation involved your claim that you had the right to apply for and receive all of the capacity which the DES identified as available following the 80% letter. While we disagreed with that position, there was no practical way in which ASC could 'turn back the clock' on that action without inconveniencing the property owners who had presumably received this capacity as they requested to be connected to the system. Implicit in this position, supported by you, was the notion that all of the 98,000 capacity was 'spoken for' by these extensions.

However, now the suggestion is that not only did PSC not need all of the 98,000 gpd but simply took steps to insure that it was available to them to the exclusion of Allentown property owners, once the DES issued the permits. Accordingly, you now suggest that a sufficient portion of that capacity still remains which is more than enough to accommodate the condominium project mentioned in your letter.

We have two very significant issues with that position.

First, the data you provided to us regarding the disposition of the 98,000 gpd is woefully incomplete or misleading. Only some of the hookups listed identify the contemplated gpd which will be utilized by the customer(s). Without a full audit which provides all of this relevant information, we are clearly incapable of confirming your claim that you still have sufficient capacity to accommodate this customer.

Confirmation as to the anticipated gpd that will be generated by the new condominium project

Secondly, we require more information in order to support the claim that the new condominium project will only generate 19,152 gpd.

Please note, we are not trying to stand in the way of your property owner's project and would be pleased to agree that this hook up may be made, provided we are satisfied that: (1) there is, indeed, sufficient data to support your claim of excess remaining capacity from the 98,000 gpd; and, (2) the anticipated gpd on which you based your estimate of usage for this project is accurate.

Without the provision of the information referenced above, we are not in a position to accede to your request regarding the hook-up of the 75 unit condominium. We are mindful of the DES approval of the contemplated load that will be generated by this project. However, the DES is only one part of the application process and our responsibility is to insure that the system is not being compromised as new hookups are approved. To that end, we have insisted that one major feature of the new IMA would be that the Superintendent of the Allentown facility must be in a position to not only be aware of the extent of any hookups, but to be able to approve or disapprove all hookup(s) as they are proposed.

We would add that the provision of the information requested is nothing more nor less than we have made clear in the LOI regarding the new IMA. If you are unwilling to cooperate with us in the provision of this information, we are concerned that that will interfere with the implementation of a new IMA. Since the ASC has ultimate responsibility for the safe and efficient operation of the Allentown plant, we consider these requests to be reasonably necessary in order to allow us to properly discharge our duty.

We hope this response makes our position clear and look forward to receiving the additional information referenced above.

Best Regards,



Jeffrey Backman, Superintendent

PEMBROKE FIRE DEPARTMENT

247 Pembroke Street
Pembroke, NH 03275

603-485-3621 FAX 603-268-0635

May 23, 2019

FUTURE LAND NEEDS OF FIRE DEPARTMENT

The need to reserve land in the Town for a future fire station should not be a high priority if considered at all.

At one time there existed thoughts of locating a fire station in other parts of the Town. The primary reason for planning on another station was the ability to respond in a timelier manner than from the existing station that was at 4 Union Street and now at 247 Pembroke Street. The ability to do that relied on the ready availability of volunteers to respond to the stations from their homes or work place.

The trend today in the volunteer fire service is the decline of volunteers and the replacement of them with paid firefighters. It usually evolves with one or two being hired and then moves to covering the Town with at least two firefighters on a 24/7 basis. Although Pembroke is fortunate in having a strong volunteer force as compared to other towns the dynamics of the fire service will force the hiring of more firefighters in the future. It will be driven by the difficulty in getting volunteers to the much more likely scenario of the fire department absorbing medical emergency responses from Tri Town as the Town grows. When that happens there will be more rapid decline of volunteers for multiple reasons.

The response time, from when an emergency call for service is placed to an emergency vehicle responding from our station, with volunteers is approximately 8 minutes. That time reflects volunteers responding from home or work to the station, dressing in the appropriate personal protective gear and then responding with the appropriate vehicle.

With a manned station an emergency vehicle can respond to and arrive at almost any part of time in the same 8 minutes it would take volunteers to go to a station alone.

We also must consider that regionalization is taking place and must take place due to the economic impact to all communities in providing emergency coverage in their Towns. Regionalization has already started within the Capital Area Fire Compact where each Town uses the other town's resources on specific initial responses and areas. This is particularly true for fires. This process of regionalization will continue and the organizational models of this will evolve.

If a particular development or sudden growth in a particular part of Town were to occur that would necessitate another fire station then we believe that it could be addressed at that time.

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

DRAFT

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

Staff: Town Administrator David Jodoin, Recording Secretary Jillian McNeil

Excused: Chairperson Tina Courtemanche

I. Call to Order:

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

II. Citizen Comment:

Gabrielle Nugent, resident, expressed concerns for parking on Union Street and the inability to drive safely when cars are parked along both sides. David Jodoin explained that she has spoken with the Roads Committee and they put a recommendation in to restrict parking to the side of the street without the side walk. To do this would be changing town code and would need a public hearing. Selectman Bond asked if the public hearing could be done at the next Selectmen's Meeting on May 20th. David said it would be added to the agenda.

III. Scheduled Meetings:

None

IV. Old Business:

David presented the list of 2016 Tax Deeds. Selectman Goulet clarified that everyone on the list has been served. David stated that the properties that are owner's unknown have not been served but everyone else has. Due to a deceased estate on the list, the deeding date will have to be pushed to June 15th. The surviving spouse and children have to be notified and be given notice. Selectman Bean asked how long the owners' unknown properties have been on the list. David said those are largely small pieces of property in the Village and have been on the list for a long time. To do the deed research and surveying for these pieces would not be cost effective for the town. Selectman Goulet made motion to table the tax deeding until June 17th due to the delay with the deceased estate. Selectman Crockwell seconded the motion. Motion passed 4-0.

Eversource has billed the town for work they have done. They will be working on the remainder of the list starting with the priority lights as outlined for them.

There are no updates with the future street light pole regulations. The board does not want to install fiberglass poles of any kind.

Energy Professionals returned quotes for energy costs. They recommend a 42-month lease with Direct Energy. Direct Energy's price is \$7.110 c/kwh while Eversource is \$9.985. This will yield an estimated savings of \$30,560.82 over the 42 months.

Selectman Goulet made a motion to enter into a contract with Direct Energy and authorize the Town Administrator to sign the contract for town wide electric. Selectman Crockwell seconded the motion. Motion passed 4-0.

Chief Dwayne Gilman submitted a memo regarding the new Kustom Raptor Radar for the Police Department. Since Lt. Gaskell came to the meeting on April 15th, one radar has broken. Selectman Goulet clarified that we do not need a motion to approve the purchase. David stated that the purchase was approved last meeting. That purchase was for a stand-by radar system since there was one that was aging out. Since then, a radar has broken and needs to be replaced as soon as possible. Selectman Goulet asked if they would still need to purchase a stand-by radar. Selectman Crockwell stated that it is not a piece of equipment that a department would want to purchase and have sitting around unless they knew it was going to be used in the near future.

Primex sent a letter to the town regarding the damage done to the Carlucci property. They would recommend having Tasker Landscaping contact the Department of Public Works to coordinate the timing of the repairs to the property and the sidewalk. DPW will not approve the work of Tasker Landscaping. This is the responsibility of the homeowner. The Board agreed with Primex and will not have DPW oversee the project but will coordinate for sidewalk repairs.

David has not had a chance to discuss the Solid Waste Agreement Committee with potential members but will do so this week. There are three more years on the agreement.

V. New Business:

Selectman Goulet made a motion to authorize the Vice-Chairman and the Town Administrator to sign the engagement letter with Vachon Clukay & Company, PC for the 2018 town audit. Selectman Crockwell seconded the motion. Motion passed 4-0. The fieldwork will be done from May 20-24, 2019.

Selectman Goulet made a motion to authorize the Vice-Chairmen to sign a lien on 24 Kimball Street. Selectman Crockwell seconded the motion. Motion passed 4-0. This

lien is for the clean up cost on the property due to a house fire in the amount of \$23,450.

Selectman Goulet made a motion to authorize the Vice-Chairman to sign a letter to the state requesting a blind driveway sign on Buck Street. Selectman Bean seconded the motion. Motion approved 4-0.

The School District has invited the Selectmen to be the guests of honor at the Pembroke Academy Bicentennial celebration on Saturday May 11th at 1:00. Selectman Bond and Bean will attend. Selectmen Goulet, Crockwell, and Goulet will be out of state.

Selectman Goulet made a motion to approve the Manifest and Abatements as presented. Motion was seconded by Selectman Crockwell. Motion passed 4-0

Selectman Crockwell made a motion to approve the minutes of April 15, 2019 as presented. Selectman Bean seconded the motion. Motion passed 3-0. Selectman Goulet abstained.

VI. Town Administrator Report:

The tax bills are at the printer and are set to mail on May 23rd with a due date of July 2nd. There will be an informational insert from the Planning Board and Capital Region Planning about the storm water process. Selectman Crockwell suggested adding a notification on the website for residents to plan for a larger tax bill in November.

The Library Trustees have hired a new Director and have also asked for repairs to the roof where shingles have come off the building. New Heights will do the work on the roof but the quotes will be in the Selectmen's packets for next meeting. Selectman Goulet asked how many layers of shingles there currently are on the roof. David answered that there is just one layer so there is still an option to go over that layer or the other option will be a full strip and re-shingle. A metal roof could be difficult and potentially dangerous with the different angles of the roof and the hang over the sidewalk in front.

David stated the A/C unit in the meeting room at Town Hall is no longer working and will need to be replaced but he would like to run the quotes by the Building Committee first.

Selectman Bean made a motion to approve the non-public minutes of April 15, 2019. Selectman Goulet seconded the motion. Motion approved 3-0. Selectman Bean abstained.

VII. Committee Reports:

Selectman Goulet – Will not be attending the Budget Committee meeting this Thursday but Selectman Bond will be there.

Selectman Bean – Recreation Commission met on April 17th. There were discussions about removing the soccer goal posts on the baseball field. There are low spots in the fields so Frank Merrill of Merrill Construction donated 18 yards of loam. There were also discussions around the concerns for the speeds at Memorial Field and ways to mitigate that.

Selectman Bond – Planning Board did approve the application for the 4th Range Road development. The site walk was postponed until June 15th because the wetlands specialist was unavailable for the original date. Selectman Bean expressed support for the town obtaining their own traffic study. David stated that their traffic engineer will design a study with the Planning Board's recommendations of what they would like to see. The Town's engineer would then review the study. David suggested having the same done for the wetlands study. Pembroke Pines will be coming before planning for their wetlands permits. The development is 77 condos and 4 single houses. David suggested having the Sewer Department at the meeting because there may be capacity issues for those projects. Selectman Bond stated that in discussing the project with Paulette Malo at the Sewer Department, the understanding is that the project has state approval. Liberty Utilities sent out a letter to the Donna Drive area with an incorrect date. The date is May 23rd for a meeting about installing a new gas line for Pembroke Pines.

Selectman Crockwell – Conservation Commission did an election of officers and discussed a purchase of a piece of property on Center Road. David said there is already a purchase and sale agreement in place. David stated that the subdivision of the land will not happen until 2020.

VIII. Other/Citizen Comment:

Stanley Grimes Jr, Resident, asked for a status update on the 4th Range Road Project. David stated that the site walk is June 15th 10:00am and then the public hearing will be continued that Monday, June 17th at 6:30pm.

IX. Non-Public Session:

Motion by Selectman Goulet to enter non-public session in accordance with RSA 91-A:3II (D). Consideration of the acquisition, sale, or lease of real property which, if discussed in public, would likely benefit a party or parties whose interest are adverse to those of the general community. Seconded by Selectman Crockwell.
7:23pm

Roll Call Vote:

Selectman Goulet YES

Selectman Bean	YES
Selectman Bond	YES
Selectman Crockwell	YES

The Board came out of non-public session at 7:56 PM

Motion by Selectmen Goulet, seconded by Selectmen Bean to merge 4 and 6 Union Street. Vote Unanimous.

X. Adjourn:

Motion by Selectmen Goulet, seconded by Selectmen Crockwell to adjourn at 7:57 PM. Vote unanimous

Ann Bond, Vice Chairman

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

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
MAY 20, 2019 at 6:30 PM**

DRAFT

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

Staff: Town Administrator David Jodoin, Recording Secretary Jillian McNeil

Excused: Chairperson Tina Courtemanche

I. Call to Order:

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

II. Citizen Comment:

None

III. Scheduled Meetings:

Chief Harold Paulsen – Vehicle Purchase

Chief Paulsen and Deputy Chief Gagnon presented the recommendation to purchase a new pumper truck and equipment. The Chief submitted specifications to three nationally known manufacturers of fire trucks and asked for bids to be returned by March 29, 2019. All three companies submitted bids. The Chief created a six page spreadsheet comparing the three proposals. He then met with each manufacturer and discussed the differences in proposals and alternatives for certain items. The manufactures then adjusted their proposals to being almost identical. Chief Paulsen gave the spreadsheet without any company names or prices to Assistant Chief Theuner, Deputy Chief Gagnon, and Captains Paulsen and Farley for their input. The unanimous decision was made to purchase the vehicle from Seagrave Fire Trucks in the amount of \$690,929. This truck will have a 30 year life span and have the lowest annual acquisition cost of \$23,031. Selectman Bean asked what the expected turnaround is. Chief Paulsen stated it will be a year before the truck is ready. The manufacturers also suggested upgrading the technology they had originally included in the specifications for the on board generator. The suggestion is to add battery technology to the truck. The Chief agreed and the proper outlets were added to the truck as well as more storage space. The Department will be submitting another proposal for up to \$10,000 in additional equipment. Selectman Crockwell asked how long Seagrave has been making the bodies of the cabs on the trucks out of Stainless. Chief Paulsen stated that Seagrave always has. They have a reputation for the strongest and safest cabs.

Selectman Goulet made a motion to purchase a new pumper tanker from Seagrave Fire Trucks in the amount of \$690,929. Selectman Crockwell seconded the motion. Motion passed 4-0.

David Jodoin asked if the Chief could coordinate with Seagrave to get a performance bond, a check could be sent in June in order to take advantage of a discount. David asked if the Department will be trading in the old truck. Chief Paulsen stated that this truck is replacing Engine 3. The plan is to keep Engine 3, which has another 15 years of life on it, in reserve.

David Jodoin asked the Chief to discuss Fireworks and how best to control them. The Chief stated that enforcement of any new firework regulations will be very difficult. The Chief stated that if you are able to buy a firework in a store in New Hampshire than it is permissible in New Hampshire. The regulations regarding fireworks has lessened over the years. Selectman Bond stated that there are also restrictions on where they can be set off. Captain Rob Farley stated that there are age restrictions and you have to be the land owner or have written permission on person while setting them off. It can be difficult to control in denser neighborhoods. Selectman Bond asked if there have been issues with fireworks starting fires. The Chief stated that there has not been any in the town and not many in the state. Captain Farley stated that the issue is injuries and in particular with re-loadable mortars that were restricted and no longer are. People are not letting them cool and as soon as they drop a new firework into them, it goes off causing injuries to faces and hands. Selectman Bond asked if fireworks are restricted to time of day like the noise ordinance. David answered that the noise ordinance is vague and regulation is an issue. No decisions were made on this issue.

Public Hearing – Union Street Parking (Lower Portion)

The Vice Chairman opened the Public Hearing at 6:46 PM.

David read emails from Fernand Poulin and Kaley St. Onge both in support of the parking ban on the north side of Union Street. Edward Sampadien owns 12-16 Union Street and submitted an email against the parking ban. He owns a 5 unit building and disallowing parking would make it difficult for the visiting nurses who care for the senior citizens in his building to find parking. It would also make it difficult for any maintenance vehicles to park and access their vehicles while performing services at the building.

Jim Boisvert, Department of Public Works, discussed the recommendation from the Roads Committee to only allow parking on the North Side.

David presented the updated town code to the Board and read a letter from Granite State Curb Setters in support of the parking ban.

No one in the audience objected to the change.

The Public Hearing closed at 6:50

Selectman Goulet made a motion to prohibit parking at all times on Union Street on the north side from Prospect to High Street. Selectman Crockwell seconded the motion. Motion passed 4-0.

IV. Old Business:

David Jodoin presented the Selectmen with the updated 2016 tax deed listings as of today. Deeding date is May 9, 2019. There will likely only be two pieces of land and a house that will receive a letter stating that on June 17th the Board of Selectmen will be executing a tax deed on the property.

David stated he spoke to Ron at Lighttech The LED fixtures have been ordered and will arrive in around 4 weeks.

Bob Bourque gave the board a list of other potential companies besides Eversource that the Town can discuss street light pole regulations with.

David discussed setting up a small committee to go over the current solid waste contract with Casella and also the current town ordinance. Selectman Goulet volunteered to be the Selectman representative on the committee. Selectman Bean volunteered to be her back up.

Selectman Bond made a request that Planning Board packet materials be scanned and made available to residents on the website.

V. New Business:

Selectman Crockwell made a motion to authorize the Town Administrator to sign the voluntary lot merger of 4 and 6 Union Street. Selectman Goulet seconded the motion. Motion passed 4-0.

David and Jim Boisvert presented the bids for the installation of equipment in a new truck at the Department of Public Works. The HP Fairfield bid comes with a 2-year guarantee. The truck will be delivered in 2020 due to a backlog in parts that are needed for the truck. Selectman Bean asked if DPW will be keeping the old truck. Jim stated that they will be keeping it. There is no trade in available for the old truck. Selectman Bond asked if there was room in the garage for the old truck. Jim answered that there was not. Selectman Goulet asked how many trucks DPW has now. Jim stated four 6-wheelers, one 10-wheeler, two 1-ton trucks, and two garbage trucks. Selectman Bond clarified that this new truck will be a 10-wheeler. Jim answered that it will be a 6-wheeler. Jim stated that if the board decides to sell the truck that is being replaced, they can put it out to bid, see what comes back, and then

make that decision. Selectman Crockwell asked what he thought the Town could potentially get for the truck. Jim said maybe \$5-7,000. Selectman Bean asked what year the truck is. Jim answered 2006. Selectman Goulet asked how many miles are on the truck. Jim stated that he isn't sure but it goes by the hours and he doesn't know the exact number of hours either but the truck is no longer under warranty. Selectman Crockwell asked for a rating on the truck from 1-10. Jim stated the truck's condition is a 5. Selectman Goulet made a motion to award the bid to HP Fairfield in the amount of \$84,700. Selectman Crockwell seconded the motion. Motion passed 4-0.

Selectman Goulet made a motion to approve the Manifest and Abatements as presented. Motion was seconded by Selectman Bond. Motion passed 4-0

The minutes of May 6, 2019 were tabled until the next meeting.

VI. Town Administrator Report:

Selectman Goulet made a motion to appoint Tim Goldthwaite to the Roads Committee as an alternate. Motion seconded by Selectman Bond. Motion passed 4-0.

David stated that the building committee met last week to discuss the air conditioning units in Town Hall. An RFP was put out and two bids came back. The Facilities Committee met and gave a recommendation to accept the bid from G&O Heating in the amount of \$31,836. The bid originally went out for a 2.5 ton mini split and the committee made the decision to change it to 3.5 ton. This may lead some additional costs for electrical work. Selectman Goulet asked why the change was made. David stated that if the meeting room was full, that was the size that would be needed in order to keep the room cool. Selectman Bond asked if the unit would also be used for heat. David stated that this is just for air conditioning. David stated that the building was originally wide open space and then the upstairs was converted to offices. Jim added that the air conditioning units are the original units from 1990 and 1991. Jim advised the Board that there will need to be a constant temperature set on the thermostats for the units to be the most efficient. Selectman Goulet asked if putting a digital code on the thermostat is possible. Doug, G&O Heating, said it is possible but was not included in the quote. Selectman Goulet asked if there is an approximate cost for the digital box. Doug stated that upgrading all the thermostats with electronic locking will likely be around \$300 a piece. Selectman Goulet asked if that could be added after the fact. Doug stated that they could be added at a later date. David asked if moving vents that are directly over desks is possible. Doug said it is but it is not included in this quote. Doug will come back to the Selectman with information regarding the moving of vents and the amount of the additional electrical work.

Selectman Goulet made a motion to approve the contract with G&O Heating and Air Conditioning in the amount of \$31,836 and to remove the funds from the town

building capital reserve fund. Selectman Bean seconded the motion. Motion passed 4-0.

Selectman Bond asked how many condensers there will be. Doug answered it will be the same as the existing set up, two in the front and one out back.

The Selectman signed the Tax Warrant.

The NPDES permit came to the Town from the EPA for the storm water permitting.

David discussed a piece of property on Borough Road close to Rt. 106 that was originally projected to be a future town landfill. Two years ago, John's Wrecker Service had expressed interest in purchasing the land to be used as a second driveway so their trucks can safely exit their property. An abutter as well as Braydin Plumbing and Heating LLC have also expressed interest. The Fire Department had previously discussed making the property a future transfer station. David reached out to Chief Paulsen and he replied that the fire department no longer has interest. David will put more information on the parcel in the packets for further discussion at the next Selectmen's meeting. Selectman Bond asked if the property is on the aquifer. David stated that it is so any development plans would have to go through the Planning Board and Zoning Board.

Bob Bourque made a suggestion to not sell the property because of the development of 4th Range Road and the fire department may need a substation for that section of town. David suggested that there is the possibility to subdivide the land and keep part of the property for any potential future town needs.

Selectman Goulet made a motion to approve the non-public minutes of May 6, 2019. Selectman Bond second the motion. Motion passed 4-0

David discussed two bids that were received on the Union Street property. Both bidders would keep the building as is and continue leasing to the current residents but differ slightly in the plans for the parking.

VII. Committee Reports:

Selectman Bean – None

Selectman Goulet - None

Selectman Bond – There was a question at Planning regarding what part of Rte. 3 is owned by the Town. David stated that in the past there had been discussions on the Roads Committee about the Town owning the Road but others felt it was owned by the state. The sidewalks are maintained by the Town but not owned by the Town. Planning would like to do a corridor study as part of the master plan discussions. The cost of the study could be from \$40,000 - \$200,000.

Liberty Gas will be at Town Hall on Thursday, May 23rd to have a meeting about the gas lines going down Donna Drive and Nadine Drive.

Selectman Crockwell – None

Jim Boisvert discussed the library roof work. The Building Committee is going to have someone go up on the roof and make sure that it is just a shingle problem and not heat problem. There is only one layer of shingles on the roof currently so if the problem is addressed quickly then they can add more shingles however, if the Town waits longer, the roof will need to be stripped which increases the costs. The Committee will have a recommendation for the CIP Committee and the Selectmen will have something in their packets for the next meeting.

VIII. Other/Citizen Comment:

Bob Bourque discussed the logging on Wilkins Ave. He expressed concerns about the storm water run-off for the properties below the property that is proposed to be logged. Bob would like to know if the Town requires the developer to do any storm water mitigation best practices. Selectman Bond asked if that property is part of the MS4. David stated that they are. This is the same developer that is working on the piece of property on Rte. 3 across from Langs. Jim Boisvert stated that the developer is currently using storm water best management practices on the Rte. 3 property. Once the developer files an intent to cut on Wilkins Ave, a decision will have to be made within 15 days. Forestry will monitor what he is taking off the property.

IX. Non-Public Session:

Motion by Selectman Goulet to enter non-public session in accordance with RSA 91-A:3 II (D). Consideration of the acquisition or sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community. Seconded by Selectman Bean at 8:06 PM.

Roll Call Vote:

Selectman Bean
Selectman Goulet
Selectman Bond
Selectman Crockwell

The Board came out of non-public session at 8:31 PM.

The Board discussed in great detail the two options that were before them.

One offer of \$155,000 was presented from Gerald McCarthy and the other offer came from Joan Bussiere for \$150,000.

D. Jodoin read an email from Joan Bussiere explaining what her intent was with the Building. The Board also reviewed communication regarding Mr. McCarthy's intent. Both individuals stated that they wished to keep the integrity of the building and to continue with the leasing of the property,

D. Jodoin stated that the Sewer Commission is meeting tonight to discuss the building and whether or not they wanted to make a counter offer. The Board discussed in great detail the vote at Town meeting and the wish of the voters. The Board felt that it was clear that the voters did not want the Town to be in the rental or commercial business and that they wanted the building sold and on the tax rolls. Having the sewer take over the building would be contrary to the wishes of the voters.

Selectmen Goulet made a motion to accept the offer of \$155,000 from Mr. McCarthy for the property located at 4 Union Street and to allow the Town Administrator to sign the purchase and sales agreement, seconded by Selectmen Bond.

Vote 3 yes 1 abstention (Selectmen Crockwell)

D. Jodoin stated that he would communicate the decision to both the Sewer Department and the Realtor

X. Adjourn:

Motion by Selectmen Goulet to adjourn at 8:37 PM, seconded by Selectmen Crockwell. Motion passed 4-0.

Ann Bond, Vice Chairman

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



May 23, 2019

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

Re: Changes to Xfinity Packages with Cinemax

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

Accordingly, as of July 17, 2019, customers who subscribe to the Digital Premier Tier, receive Digital Premier Tier as part of their package, or subscribe to most other packages with Cinemax, will receive Hitz, a new service that will include more than 200 movie titles selected from a variety of top studios. As of that date, Cinemax will no longer be available with Digital Premier Tier or those packages. For more information about this change, please visit <http://xfinity.com/hitz>. We are notifying customers who subscribe to these services of this change.

Cinemax will still be available to purchase separately as a Premium channel. Customers who currently subscribe to Cinemax as a separate Premium channel or with our Digital Preferred w/ 1 Premium (Cinemax) service will continue to receive the channel. For those customers, as of July 10, 2019, the following channels will only be located on channels 1822 to 1835, where available: More Max, Action Max, Thriller Max, 5Star Max, MovieMax, OuterMax, and Cinemáx. We are notifying customers who currently subscribe to these channels 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

David Jodoin

From: JJ Smith <jaycmd7699@gmail.com>
Sent: Tuesday, May 28, 2019 4:59 PM
To: David Jodoin
Subject: Re: CIP Requests

It seems unlikely that the Energy committee would get it together to make a request this year. However, I want to ask again whether there is any planning to have the committee meet and consider what its role will be going forward.

J. J. Smith

On May 28, 2019, at 4:02 PM, "David Jodoin" <djodoin@pembroke-nh.com> wrote:

Good Afternoon,

Since the next few month's get pretty busy with vacations, I wanted to make sure that I have the information in time to prepare the reports for the CIP Meeting which will start at the end of July. I understand that numbers are subject to change but do your best. Please submit all requests to me no later than July 5th. If I do not receive anything by then I will assume that you are not looking for any type of project or funding in 2020.

Thanks

David