



## **MEETING AGENDA**

TOWN OF PITTSFIELD  
BOARD OF SELECTMEN  
TOWN OFFICE, 85 MAIN STREET  
PITTSFIELD, NEW HAMPSHIRE 03263

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**TUESDAY, JUNE 7, 2016**

**6:00 p.m.** - Call to order

### **PUBLIC INPUT**

### **AGENDA REVIEW**

### **DEPARTMENT UPDATES**

1. George Bachelder, Superintendent of Public Works
2. Peter Pszonowsky, Fire Chief
3. Jeffrey Cain, Chief of Police

### **NEW BUSINESS**

#### **ACTION ITEMS**

1. Decals on town vehicles
2. July 2016 public forum
3. Board/Committee project document
4. N.H. Public Works Mutual Aid Program Assistance Agreement
5. Fire Department 72TK2 tanker repair
6. Fire Department Advanced Life Support Intercept Services Agreement
7. Animal Control Ordinance proposed revisions
8. Disorderly Residence Ordinance proposal

### **COMMITTEE REPORTS**

#### **INFORMATION ITEMS**

### **PUBLIC INPUT**

### **OLD BUSINESS**

1. Town hall basement (4/5/16)
2. Town owned tax-deeded properties (4/5/16)
  - a. Warren Avenue vacant land (U3-55-1) – selective bid to abutters
  - b. Upper City Road vacant land (R18-6) – selective abutter bid (5/3/16)
3. Energy service provider contract, Eversource/Standard Power of America (5/17/16)
4. Sale of town owned tax-deeded property
  - a. Tax Map U2, Lot 36 – 85 Catamount Road (5/17/16)
  - b. Tax Map U5, Lot 41 – 11 Watson Street (5/17/16)
  - c. Five parcel combined offer - (5/24/16)
    - i. Tax Map U4, Lot 25 – 1 Fayette Street
    - ii. Tax Map U4, Lot 26 – Depot Street (was #7)
    - iii. Tax Map U3, Lot 127 – Fayette Street (parking lot parcel 1 of 2)
    - iv. Tax Map U3, Lot 128 – Bridge Street (parking lot parcel 2 of 2)
    - v. Tax Map U3, Lot 118 – Franklin Street parking lot

**APPLICATIONS and WARRANTS**

**CHECK MANIFESTS**

1. Accounts Payable
2. Payroll

**MINUTES**

1. May 31, 2016 – Public Meeting Minutes
2. May 31, 2016 – Non-Public Meeting Minutes

**NON-PUBLIC SESSION**

1. RSA 91-A:3, II(d) - Consideration of the acquisition, sale, or lease of real or personal property

**PUBLIC INPUT**

## **New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement**

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

*WHEREAS*, the State of New Hampshire is geographically vulnerable to a variety of natural and technological disasters; and

*WHEREAS*, Chapter 53-A:3 of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreement's intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

*WHEREAS*, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

*WHEREAS*, under Chapter 53-A:3 and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

*WHEREAS*, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

*THEREFORE*, pursuant to RSA 53-A:3, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

### **SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement:

A. "*Agreement*" means this document, the New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement.

B. "*Aid and assistance*" includes personnel, equipment, facilities, services, supplies, and other resources.

C. "*Authorized Representative*" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

D. "*Disaster*" means a calamitous event threatening loss of life or significant loss or damage to property, such as a flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary cause.

E. "*Emergency*" means a natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

F. "*Mutual Aid Resource List*" means the list of Providers, equipment, and personnel maintained by the UNH Technology Transfer Center.

G. "*Party*" means a governmental entity which has adopted and executed this Agreement.

H. "*Program*" means the New Hampshire Public Works Mutual Aid Program.

I. "*Provider*" means the party which has received a request to furnish aid and assistance from another party (the "Recipient") in need. In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

J. "*Recipient*" means the party setting forth a request for aid and assistance to another party (the "Provider"). In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities

including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;  
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

B. Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. Pursuant to RSA 53-A:3 and as elaborated upon in Section XI of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

**SECTION III: GOVERNING BOARD; POWERS**

- A. The Program shall be governed by a Board of Directors composed as follows:
- (1) Two (2) members who shall be members of and appointed by the New Hampshire Road Agents Association;
  - (2) Three (3) members who shall be members of and appointed by the New Hampshire Public Works Association;
  - (3) One (1) member who shall be members of and appointed by the Municipal Management Association of New Hampshire;

- (4) One (1) member who shall be members of and appointed by the New Hampshire Building Officials Association;
- (5) One (1) member who shall be members of and appointed by the New Hampshire Water Works Association;
- (6) One (1) member who shall be members of and appointed by the New Hampshire Water Pollution Control Association;
- (7) The Commissioner of the Department of Transportation or a designee, *ex officio*;
- (8) The Commissioner of the Department of Environmental Services or a designee, *ex officio*;
- (9) The Director of the Department of Homeland Security and Emergency Management or a designee, *ex officio*; and
- (10) The Director of the University of New Hampshire Technology Transfer Center or a designee, *ex officio*.

B. *Ex-officio* members shall be non-voting members and shall not be counted for a quorum.

C. A quorum at a duly called Board Meeting shall consist of a majority of the Directors attending the meeting, with a minimum of three (3) Directors present.

D. It is expected that all Directors shall use their best efforts to attend all Board meetings. If a vacancy is created by the removal or resignation of a Director or for any other reason, the entity identified in Section III A as being responsible for appointing the former Director shall promptly appoint a replacement Director to serve the remainder of the former Director's term.

E. All Board meetings of the Program shall comply with New Hampshire's Right-to-Know Law, RSA 91-A., as follows:

The Board of Directors will allow one or more Directors to participate in a meeting by electronic or other means of communication for the benefit of the public and the governing body, subject to the provisions of this paragraph.

- (a) A member of the Board of Directors may participate in a Board meeting other than by attendance in person at the location of the meeting only when such attendance is not reasonably practical. Any reason that such attendance is not reasonably practical shall be stated in the minutes of the meeting.
- (b) Except in an emergency, a quorum of the Board of Directors shall be physically present at the location specified in the meeting notice as the location of the Board

meeting. For purposes of this subparagraph, an "emergency" means that immediate action is imperative and the physical presence of a quorum is not reasonably practical within the period of time requiring action. The determination that an emergency exists shall be made by the chairman or presiding officer of the Board of Directors, and the facts upon which that determination is based shall be included in the minutes of the meeting.

- (c) Each part of a Board meeting required to be open to the public shall be audible or otherwise discernable to the public at the location specified in the meeting notice as the location of the meeting. Each Director participating electronically or otherwise must be able to simultaneously hear each other and speak to each other during the meeting, and shall be audible or otherwise discernable to the public in attendance at the meeting's location. Any Director participating in such fashion shall identify the persons present in the location from which the member is participating. No Board meeting shall be conducted by electronic mail or any other form of communication that does not permit the public to hear, read, or otherwise discern meeting discussion contemporaneously at the meeting location specified in the meeting notice.
- (d) Any Board meeting held pursuant to the terms of this paragraph shall comply with all of the requirements of this chapter relating to public meetings, and shall not circumvent the spirit and purpose of this chapter as expressed in RSA 91-A:1.
- (e) A Director participating in a meeting by the means described in this Section is deemed to be present at the meeting for purposes of voting. All votes taken during such a meeting shall be by roll call vote.

F. The fiscal and business year of the New Hampshire Public Works Mutual Aid Program shall be from January 1 to December 31 of each year.

G. The Board of Directors shall meet at least one time each year in June.

H. The Board of Directors shall elect a Chair and a Vice Chair. The Chair and Vice Chair shall serve in their respective positions for a period of two years, provided that either may resign or be removed by the Board of Directors with or without cause. The Chair shall preside at all meetings of the Board of Directors and shall have such other duties as the Board may assign. In the absence of the Chair, the Vice Chair shall perform the duties of and have the authority of the Chair. The Vice Chair shall also have such other duties as the Board may assign.

I. The Board of Directors shall have the authority to elect a Treasurer/Secretary. The Treasurer/Secretary shall serve in their respective position for a period of two years, provided that they may resign or be removed by the Board of Directors with or without cause. As Treasurer they shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Program;

- (b) receive and give receipts for moneys due and payable to the Program from any source whatsoever, and deposit all such moneys in the name of the Program in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and
- (c) in general perform all of the duties incident to those set forth in this Section III. D. and such other duties as from time to time may be assigned to the Treasurer by the Board of Directors.

As Secretary they shall:

- (a) keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose;
- (b) be the custodian of the records of the New Hampshire Public Works Mutual Aid Program, or make adequate provision for alternative custody arrangements;
- (c) when requested or required, authenticate any records of the New Hampshire Public Works Mutual Aid Program; and
- (d) in general perform all of the duties incident to those set forth in this Section III. D. and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

J. The term of office of voting members shall be three (3) years or until their successor is appointed and qualified.

K. In addition to any other authority provided in this Agreement, the Board of Directors shall have the authority to:

- (1) Enter into any necessary agreements on behalf of the participating units of government in furtherance of this Mutual Aid Agreement, subject to any necessary ratification by the participating units;
- (2) Adopt an annual budget and establish an annual fee for participating in the Program;
- (3) Propose modifications to the mutual aid agreement for ratification by participating units of government;
- (4) Promulgate reasonable rules to govern the Program; and
- (5) Perform any other function and undertake any other activity reasonably necessary to carry out the purpose of this agreement unless said function or activity is

subsequently disavowed by a majority vote of the governing bodies of the participating municipal government units.

#### **SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a disaster and deems its resources inadequate to rectify the given situation, it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this mutual aid agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. *METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE*: Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section IV). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. *REQUIRED INFORMATION*: Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

- (1) Stricken Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
- (2) Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
- (3) Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water/sewer, storm water systems, streets) and the type of work assistance needed;
- (4) Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
- (5) Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
- (6) Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. *STATE AND FEDERAL ASSISTANCE*: If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the

Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

#### **SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgment shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section Section VII of this Agreement.)
- (3) The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the "Supervision and Control" section Section VI of this Agreement).

#### **SECTION VI: SUPERVISION AND CONTROL**

Provider shall designate supervisory personnel among any employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

- (2) maintain daily personnel time records, material records, a log of equipment hours, and other expenses; and
- (3) shall report work progress to Recipient at mutually agreed upon intervals.

#### **SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient.

B. As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of its (Provider's) intent to terminate portions or all assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VIII: COST DOCUMENTATION AND REIMBURSEMENT**

A. *Personnel:* Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. *Provider's Traveling Employee Needs:* - Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including without limitation to transportation expenses for travel to and from the stricken area, shelter, and subsistence.

C. *Equipment:* - Provider shall document the use of its equipment during the period of assistance including all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the assistance.

D. *Materials And Supplies:* Provider shall document all materials and supplies furnished by it and used or damaged during the period of assistance.

E. *Reimbursement:* The Recipient shall reimburse the Provider for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Provider may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Recipient without charge or cost.

**Personnel** – The Provider shall be reimbursed by the Recipient for personnel costs incurred for work performed during the specified Period of Assistance. Provider personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Provider's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Recipient reimbursement to the Provider could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

**Equipment** – The Recipient shall reimburse the Provider for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Provider in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Provider uses rates different from those in the FEMA Schedule of Equipment Rates, the Provider must provide such rates orally or in writing to the Recipient prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Provider must lease a piece of equipment while its equipment is being repaired, Recipient shall reimburse Provider for such rental costs.

**Materials and Supplies** – The Recipient must reimburse the Provider in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Provider must not charge direct fees or rental charges to the Recipient for other supplies and reusable items that are returned to the Provider in a clean, damage-free condition. Reusable supplies that are returned to the Provider with damage must be treated as expendable supplies for purposes of cost reimbursement.

**Payment Period** – The Provider must provide an itemized bill to the Recipient for all expenses incurred by the Provider while providing assistance under this Agreement. The Provider must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Provider may request additional periods of time within which to submit the itemized bill, and Recipient shall not unreasonably withhold consent to such request. The Recipient must pay the bill in full on or before the forty-fifth (45<sup>th</sup>) day following the billing date. The Recipient may request additional periods of time within which to pay the itemized bill, and Provider shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Recipient.

**Records** - Each Provider and their duly authorized representatives shall have access to a Recipient's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Recipient and their duly authorized representatives shall have access to a Provider's books, documents, notes,

reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

#### **SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

#### **SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

#### **SECTION XI: IMMUNITY**

Pursuant to RSA 53-A:3, all activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by NH Statutes, RSA 107-C:10.

#### **SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

**SECTION XIII: ROLE OF THE UNIVERSITY OF NH TECHNOLOGY TRANSFER CENTER & MANAGEMENT COMPANY**

A. Under this Agreement, the responsibilities of the University of New Hampshire Technology Transfer Center (UNH T2) are:

- (1) to maintain the Mutual Aid Resource List and website, and to provide this listing to each of the entities on an annual basis; and
- (2) to train public works personnel and other local officials in the implementation of the Program.

B. Under this Agreement, the responsibilities of the Management Company, to be designated by the Board of Directors, are:

- (1) to serve as the fiscal agent of the Program for the invoicing and collection of any dues or fees, recipient for special grants or awards, and for the processing of all accounts receivable and payable;
- (2) to serve as the central depository for executed agreements; and
- (3) to provide administrative support to the Board of Directors.

**SECTION XIV: AMENDMENTS; ADDITIONAL MEMBERS**

A. *Manner:* This agreement may be modified at any time by (1) a proposal of the Board of Directors and upon the consent of a majority of the participating government units who cast ballots within sixty (60) days following a special meeting, which the Board Chair duly warns, to present the proposed changes, or (2) upon the mutual written consent of the Recipient and the Provider.

B. *Addition of Other Entities:* Additional entities may become parties to this Agreement upon:

- (1) acceptance and execution of this Agreement;
- (2) sending said executed copy of the Agreement to the Management Company with payment of any dues or fees; and
- (3) completing and returning the Mutual Aid Resource List.

**SECTION XV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent

years, unless canceled by written notification served personally or by registered mail upon the Management Company, which shall provide notice to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent to all other parties. A party's withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XVI: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XVII: SEVERABILITY - EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

**SECTION XVIII: EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

*IN WITNESS WHEREOF*, each of the parties have caused this New Hampshire Public Works Mutual Aid Program Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

BY (*signature*): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Government Unit: \_\_\_\_\_

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

**DULY AUTHORIZED REPRESENTATIVE**

*(the emergency contact for the mutual aid program)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

Cell/Emergency Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Pager: \_\_\_\_\_

Radio Frequency: \_\_\_\_\_

**Lakes Region Fire Apparatus Inc.**

P.O. Box 970  
W. Ossipee, NH 03890

# QUOTATION

Quote Number: 72675  
Quote Date: Jun 3, 2016  
Page: 2

Voice: 603-323-7117  
Fax: 603-323-7447

<b>Quoted To:</b>
PITTSFIELD FIRE DEPARTMENT 33 Catamount RD Pittsfield, NH 03263

Customer ID	Good Thru	Payment Terms	Sales Rep
PITTSFIELD	7/3/16	Net 10 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		Gasket Kit	76.39	76.39
1.00		Strainer	83.85	83.85
1.00		Screw	2.02	2.02
1.00		Washer	3.69	3.69
1.00		Bearing	36.95	36.95
2.00		Bearing	81.46	162.92
1.00		Bearing	101.05	101.05
1.00		Bearing	3.59	3.59
1.00		Spacer	12.06	12.06
1.00		Oil Seal	19.37	19.37
1.00		Locknut	9.58	9.58
1.00		Lockwasher	2.08	2.08
1.00		Key	3.56	3.56
1.00		Gear	809.71	809.71
1.00		Kit	97.50	97.50
4.00		80W90	3.33	13.32
4.00		Brake Clean	5.36	21.44
1.00		Misc Hardware	38.50	38.50
6.00		Coolant	13.97	83.82
1.00		Freight	180.00	180.00
1.00		Pump Test	215.00	215.00
41.00		Labor Hours	90.00	3,690.00
			<b>Subtotal</b>	<b>6,323.10</b>
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>6,323.10</b>

**Lakes Region Fire Apparatus Inc.**

P.O. Box 970  
W. Ossipee, NH 03890

# QUOTATION

Quote Number: 72675  
Quote Date: Jun 3, 2016  
Page: 1

Voice: 603-323-7117  
Fax: 603-323-7447

<b>Quoted To:</b>
PITTSFIELD FIRE DEPARTMENT 33 Catamount RD Pittsfield, NH 03263

Customer ID	Good Thru	Payment Terms	Sales Rep
PITTSFIELD	7/3/16	Net 10 Days	

Quantity	Item	Description	Unit Price	Amount
		This estimate is for Pittsfield Fire Department Tanker 1, a 1994 International/Valley. W.S. Darley Model # KSF, Serial # 69763. Work to include repairing failed front mount pump. We will remove entire pump and gear case from truck. Disassemble, clean, and inspect all parts. We will install new OEM parts as needed including the main shaft, drive gear, retainers, screen, slinger, spacers, keys, bearings, seals, and gaskets. We will also repair the seized discharge relief valve. New oil and coolant as needed. All repairs will be performed at our Tamworth N.H. facility. An annual pump test will be conducted at the conclusion of repair and a written report provided to the customer. Although no difficulties are anticipated, any unforeseen needed repairs not listed are not included.		
1.00	Slinger		5.80	5.80
1.00	Oil Seal		10.30	10.30
1.00	Washer		17.65	17.65
1.00	Pin		2.81	2.81
2.00	Packing		52.65	105.30
1.00	Shaft		499.66	499.66
1.00	Nut		15.18	15.18
			<b>Subtotal</b>	<b>Continued</b>
			<b>Sales Tax</b>	<b>Continued</b>
			<b>TOTAL</b>	<b>Continued</b>

**Pittsfield Fire Department  
Advanced Life Support ("ALS") Intercept Services Agreement**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Pittsfield Fire Department as the Service Provider, and the Chichester Fire Rescue Department as the Service Receiver, with either and amended as necessary. This agreement will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WHEREAS, the Service Receiver desires Advanced Life Support ("ALS") Intercept Services for its community, based on Attachment A (Intercept Criteria).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

The Service Receiver agrees to call for the service based on the attached Intercept Criteria listed in Attachment A.

The Transporting Agency (Attachment B, Definitions) or its Billing Contractor is the only agency allowed to bill the patient(s) for all ambulance services provided.

The Service Provider will not be held liable for its inability to respond for any reason.

The Service Provider and its employees shall comply with all federal, state, and municipal laws, statutes, and ordinances relating to the operation of its intercept service.

The Service Provider shall at all times maintain public liability insurance in force as required by the applicable ordinances of their municipality and as required by the N.H. Code of Administrative Rules, He-P 1203.03(2)b.

The Service Receiver agrees to reimburse the Service Provider (or its designee) an intercept fee of \$549.00 within thirty (30) days of billing. The Intercept Fee is to be reviewed every three years by the Service Providers. Service Receivers will be notified thirty (30) days prior to implementation of any fee change

The scope of this agreement is intended to identify and serve the Concord Hospital Catchment Area. (Attachment B, Definitions)

The Service Receiver reserves the right to cancel an intercept request at any time prior to ALS patient contact without an intercept fee being incurred.

This agreement shall become effective upon execution by the involved parties. Any party may withdraw in writing, without cause, at any time, with suitable notice to the other parties.

## **ATTACHMENT A - INTERCEPT CRITERIA**

ANAPHYLAXIS — with severe dyspnea, or coma, or known allergy

BURNS — 2nd & 3rd degree with greater than 1096 of body surface

CARDIAC EMERGENCIES — patients with irregular heart rhythms that are symptomatic

CHEST PAIN — sustained and longer than 2 minutes in duration, with any other cardiac symptoms, or meets STEMI criteria.

COMA — any etiology

DIABETIC EMERGENCIES - combative or comatose patient

DROWNING/NEAR DROWNING — any etiology, less than 2 hours in duration, Status 1 or 2

EXTENDED EXTRICATION - any situation requiring fluid or drug administration

HEAD INIURY/CVA — with unstable or deteriorating vital signs

MULTIPLE SYSTEM TRAUMA - any etiology, Status 1 or 2

OBSTETRICAL EMERGENCIES — any complications, the need for fluid resuscitation, or imminent delivery

PAIN CONTROL — significant pain from any etiology for which BSI measures fail to decrease the severity of the pain

RESPIRATORY PROBLEMS - any etiology, Status 1 or 2

### **INTERCEPT CRITERIA**

Intercept Criteria were developed with the assistance of Medical Direction and is intended to be used as a guideline for First Responder and BLS services in determining the need to call for an ALS intercept. In order for any Intercept to function properly, First Responder and BLS services have a duty to:

- Do a patient assessment.
- Determine whether or not the patient meets Intercept Criteria.
- Request the Intercept as soon as possible.
- Rapidly package the patient and begin transport with appropriate BLS care.
- Conduct a radio dialogue with the Intercept Provider to include the patient's condition, status and appropriate Intercept location.
- Assist the Intercept Provider as necessary, including vehicle transfer, if required.\*

\*If it is necessary for the Service Receiver to transfer the patient to the Service Provider's vehicle, all billing functions will be assumed by the Transporting Agency.

NOTE: Inappropriate deviations from the Intercept Criteria will be evaluated and may serve as a rationale for discontinuing the service with the offending Service Receiver.

## **ATTACHMENT B - DEFINITIONS**

ALS — advanced life support

BLS — basic life support

Catchment Area — the geographical area that normally utilizes Concord Hospital as the local resource hospital

Service Provider — the department or agency providing the ALS intercept service

Service Receiver — the department or agency requesting the ALS intercept service

Transporting Agency — the department or agency who actually transports the patient to the hospital in an emergency medical service unit (i.e. land, air or water vehicle designed and equipped for the purpose of transporting sick or injured patients to the hospital).

**FOR SERVICE PROVIDER:**

PITTSFIELD FIRE DEPARTMENT

Authorization to enter into this agreement was given by a vote of

THE PITTSFIELD BOARD OF SELECTMEN on \_\_\_\_\_, 20\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

By:

\_\_\_\_\_  
(Town Administrator/Manager/Chairperson of the Governing Board-duly authorized)

By:

\_\_\_\_\_  
(Authorized Agent for Service/Fire Department)

**FOR SERVICE RECEIVER:**

CHICHESTER FIRE RESCUE DEPARTMENT

Authorization to enter into this agreement was given by a vote of

THE CHICHESTER BOARD OF SELECTMEN on \_\_\_\_\_, 20\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

By:

\_\_\_\_\_  
(Town Administrator/Manager/Chairperson of the Governing Board-duly authorized)

By:

\_\_\_\_\_  
(Authorized Agent for Service/Fire Department)

**TOWN OF PITTSFIELD  
NEW HAMPSHIRE**

**ANIMAL CONTROL ORDINANCE**

**Section 1: Definitions**

- a) **Compact Area of the Town:** Shall be any area where dwellings are located less than 500 feet apart.
- b) **Dog:** Shall be intended to mean both male and female.
- c) **Owner:** Shall be intended to mean any person, group, association, firm, corporation or organization maintaining, keeping, harboring or owning a dog.
- d) **Running at Large:** Shall be intended to mean off the premises, residence or property of the owner and not under the control of a responsible individual.
- e) **Livestock:** Poultry, cattle, (cows, bulls etc.) pigs, goats or any other animal or fowl which is domestically raised for the purpose of food or a food by product, as a pet or a mode of transportation such as a horse.

**Section 2: Licensing**

All dogs over three (3) months of age within the Town of Pittsfield shall be licensed and collared in accordance with NH RSA 466:1 on or before April 1 of each year.

**Section 3: Dogs running at large**

- a) The Town of Pittsfield hereby adopts a leash law in accordance to NH RSA 466:30.
- b) The Town of Pittsfield hereby enacts an ordinance prohibiting dogs from running at large in accordance to NH RSA 466:30-b.
- c) No dog shall be permitted to run at large within the compact area of the Town of Pittsfield.

**Section 4: Impounded Dogs**

- a) Any properly licensed dog found running at large off the property of its owner and within the compact area of the town shall be impounded by the Pittsfield Police Department. The police department shall promptly attempt to notify the owner of such dog and how the owner may reclaim the dog. Impounded dogs not claimed by the owners within twenty four (24) hours may be taken to the SPCA in Concord.

- b) Any owner claiming an impounded dog shall pay to the town of Pittsfield a fee of \$35.00, plus \$5.00 for each day the dog has been impounded.
- c) Any dog found running at large that is not properly licensed will be impounded as above. The police department will attempt to identify and notify the owner of such dog and how the owner may reclaim the dog. Any dog whose owner cannot be identified or who is not claimed within twenty four (24) hours may be taken to the SPCA in Concord.
- d) An owner reclaiming a dog not properly licensed in accordance with RSA 466:1 shall be issued a summons therefore to appear in Concord District Court; and, further, shall pay to the town the impounding fee of \$35.00, plus \$500 for each day the dog has been impounded.

### **Section 5: Animal Defecation**

Owners of domestic animals must pick up any defecation deposited by their domestic animals in or on any public way, street, park, common, sidewalk or public property. Owners walking their domestic animals in public areas must have in their possession the means to remove any defecation deposited by their animals in such public areas specified herein. Failure of the owner of a domestic animal to remove any defecation shall be a violation of the provisions of this section.

### **Section 6: Animals excluded from certain town properties**

No owner of a domestic animal shall allow the same to be on any town owned or public property, unless under the control of the owner by leash.

### **Section 7: Noise**

The keeping of any animal or bird which, causing frequent or long-continued noise, disturbs the comfort and repose of any person in the vicinity.

### **Section 8: Livestock**

No person, persons, company or corporation shall allow any livestock as defined above to roam unconfined off the property of its owner or keeper. The mere fact that the livestock as defined shall be off the property of its owner or keeper and not under control of its owner or keeper shall be construed as prima facie evidence of violation of this order.

### **Section 9: Penalty**

Any person found in violation of this ordinance shall be guilty of a violation and upon conviction shall be fined not less than \$25.00 for the first offense and not more than \$100.00 for each subsequent offense.

**Section 10: Passage**

- a) Section(s) 2, 3, 4 adopted by a vote of Annual Town Meeting on March 16, 1973
- b) Section(s) 2, 3-c, 4 amended by the board of selectmen on July 6, 1999
- c) Section(s) 5 & 6 adopted by a vote of Annual Town Meeting on March 14, 1998

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Larry Konopka, Chairman

\_\_\_\_\_  
Gerard LeDuc, Vice Chairman

\_\_\_\_\_  
Carl Anderson

\_\_\_\_\_  
Carole Richardson

\_\_\_\_\_  
James Allard

Board of Selectmen

**TOWN OF PITTSFIELD  
NEW HAMPSHIRE**

**DISORDERLY RESIDENCE ORDINANCE**

**1. PURPOSE**

This chapter is adopted in accordance with RSA 31:39, RSA 31:39-c, and RSA 644:2, and all other relevant statutory authority. It is hereby declared a valid public purpose of the Town of Pittsfield that in order to promote and protect the health and general welfare of the Town of Pittsfield, its residents and its neighborhoods, a process needs to be in place to properly and adequately control and manage chronic and unlawful nuisance and disorderly activities that might occur in the neighborhoods of the Town. It is the public policy of the Town to utilize this chapter to control and manage the disorderly activities and properties described below, and to appropriately assign financial liability for enforcement actions to the owners of the property where such activities occur in repeated fashion. There is an obligation on the part of the property owners to take all appropriate actions to reduce or eliminate these types of events from occurring. Ongoing disorderly events consume time and energies of the Police Department, thus reducing the amount of time that can be spent on more significant crimes and community affairs. While fines and enforcement actions may be necessary, this chapter is not adopted to create a mechanism to solely impose punitive punishments on the property owners; instead the goal of this chapter is create a dialogue with property owners and engage them in a process of eliminating these disorderly activities to the greatest degree possible.

**2. DEFINITIONS**

As used in this chapter the following terms shall have the meanings outlined below:

**A. DISORDERLY ACTIVITIES**

Situations created within or in the immediate vicinity of a building by a building's owner, occupants, or tenants, or the invitees of an owner, tenant or occupant, which would have a tendency to unreasonably disturb the community, the neighborhood or an ordinary individual occupying property in or near the disorderly activity, including but not limited to loud music; boisterous parties; excessively loud or unnecessary noises emanating from within or near the building which are audible outside the building; fights within the building, or in its vicinity, involving occupants of the building or their invitees; occupants of the building or their invitees being intoxicated outdoors in the vicinity of the building; and other similar activities in

the building or in the vicinity of the building.

**B. DISORDERLY EVENT**

An activity to which the Police Department responds on the basis of a complaint and determines to be disorderly. Multiple responses to a single building that occur within a twelve-hour period may be deemed a single disorderly event at the discretion of the Police Department. The Police Department shall be the final arbiter on how events are classified and counted towards the enforcement procedures in this chapter. If the disorderly events occur at a multifamily property (more than two units) and the events are taking place at individual units on different dates and times, the Police Department, in consultation with the Town Administrator, shall determine how these events will be classified in reference to the notice and fine provisions of set below. The type and frequency of the events, and the degree of threat to public safety, will be factors in how the events are classified.

**C. HABITUAL DISORDERLY RESIDENCE**

A residence which has been identified and classified by the Police Chief or a designee as being either the subject of 8 or more police responses for any disorderly events in any twelve-month period; or the subject of 10 or more police responses for any disorderly events in any eighteen-month period.

**D. OWNER**

The person or persons having the right of legal title to, or the beneficial interest in, a building or parcel of land, as their interest is recorded in the tax records of the Town of Pittsfield. For the purpose of all notifications and related communications, the term "owner" shall also be defined as the landlord's agent, as provided to the Town by the owner of the property subject to the provisions of RSA 540.

**E. RESIDENCE**

Any type of residential unit or building, including but not limited to a single- or two-family dwelling, a multifamily dwelling unit, family apartment, boardinghouse, condominium, rooming house or unit, or leased units in a manufactured housing park (hereinafter jointly and severally "building"). The term "residence" also includes any property (yard, driveway or parking area, etc.) associated with the residence.

**3. DOCUMENTATION AND CLASSIFICATION OF COMPLAINTS**

The Police Department shall document all responses to complaints of disorderly activities and classify each complaint as either substantiated or unsubstantiated.

#### 4. NOTICE AND ENFORCEMENT PROCEDURES; FINES, VIOLATIONS AND PENALTIES

- A. When the Police Department determines that the first incident at a property will be subject to the provisions of this chapter, it shall notify the owner of the property and provide a copy of this chapter. The owner may voluntarily contact the Police Chief and/or Town Administrator to schedule a meeting to discuss the violation; if such a meeting is scheduled, the owner may, if he or she so chooses, present the Town with a plan to take proactive steps to prevent future events.
- B. Whenever a residence has been visited by the police two times in any thirty-day period, in relation to incidents involving a disorderly event, the Police Chief, the Town Administrator, or any other agent designated by the Town Administrator (hereinafter referred to as the "Town") shall send a notice to the owner. The owner shall be provided with a copy of this chapter and shall be informed that a fine of \$100.00 shall be imposed for the event. If the owner contacts the Police Chief and/or the Town Administrator and schedules a meeting, within 10 calendar days of the receipt of the notice, to discuss the events, and said owner satisfactorily outlines a mechanism to prevent future disorderly events, then the fine may be waived.
- C. Whenever a residence has been visited by the police for a third event in any sixty-day period, in relation to incidents involving a disorderly event, the Police Chief, the Town Administrator, or any other agent designated by the Town Administrator (hereinafter referred to as the "Town") shall send a notice to the owner. The owner shall be subject to a fine of \$1,000.00. If the owner contacts the Police Chief and/or the Town Administrator and schedules a meeting, within 10 calendar days of the receipt of the notice, to discuss the events, and said owner satisfactorily outlines a plan to prevent future disorderly events, then the fine may be waived. The plan shall demonstrate that the owner agrees to take effective and immediate measures to prevent future disorderly events. The implementation of the plan shall begin within one week of the meeting. The plan shall be in writing and shall be signed and acknowledged by the Town and the owner. The owner shall submit a report to the Police Chief and the Town Administrator, no later than three weeks after the meeting, reporting the steps taken to prevent future events. If the Town determines that the plan is not being implemented in good faith, then the full fine of \$1,000.00 shall be reinstated.
- D. For any fourth disorderly event within any 60 days from the third event, or for any subsequent event within 180 days from the date of the first event, the Police Chief, the Town Administrator, or any other designated agent shall send a notice to the owner. The owner shall be subject to a fine of \$1,000.00 for the fourth event and for

each subsequent event. The fine for the fourth event may be reduced or waived by the Town Administrator if the owner demonstrates a good-faith effort to prevent future disorderly events.

- E. The notices described above shall include a brief narrative outlining the circumstances of the disorderly events [date, time, and nature of the event (s)]. The notice shall be delivered to the owner or the appropriate representative by hand or by first-class mail. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.
- F. At the time of any meeting between the owner and the Town, the Town may request documentation including but not limited to:
  - a. A copy of the names of all tenants or other persons authorized to reside or presently residing in the building and the units they occupy;
  - b. Management contracts with any building supervisor or other person responsible for the orderly operation of the building.
- G. Failure to meet with Town officials or enter into such an agreement at the conclusion of said meeting will be deemed a violation of this chapter, and the Town shall file a complaint in a court of competent jurisdiction seeking all compensatory and equitable relief permitted by law.
- H. If a residence that has been the subject of enforcement action under the provisions outlined above becomes subject to a second round of enforcement under this chapter, then the Town is under no obligation to meet with the owner but may proceed directly with a complaint to a court of competent jurisdiction, seeking all compensatory and equitable relief permitted by law.
- I. The provisions of Subsections **B** through **H** above notwithstanding, if a specific residence becomes identified as being a habitual disorderly residence by the Chief of Police or a designee, then the Town is under no obligation to issue any notices or meet with the property owner. The Town may, in these cases, issue a notice of violation and assess fines of \$1,000.00 for each event.

## **5. LEGAL ACTION AGAINST OWNER FOR COST RECOVERY; ALTERNATE ENFORCEMENT ACTIONS**

In addition to any notice or enforcement provision outlined above, the Town may file a legal action against the owner seeking court costs, response charges, and all damages

and remedies to which it is entitled pursuant to state and local laws. The Town of Pittsfield also reserves the right to take any other enforcement action allowed by any other local ordinance or state statute as an alternative to this Disorderly Residence Ordinance.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Larry Konopka, Chairman

\_\_\_\_\_  
Gerard LeDuc, Vice Chairman

\_\_\_\_\_  
Carl Anderson

\_\_\_\_\_  
Carole Richardson

\_\_\_\_\_  
James Allard

Board of Selectmen