

AGENDA
BOARD OF SELECTMEN
June 16, 2021 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Dean Edmunds – Town Presentation
 - b. Public Hearing – Illicit Drainage ordinance
 - c. Public Hearing - Main Street project
 - d. Public Hearing – Town Code Chapter 160 Cemetery Fees
 - e. Chief Gilman – OHRV
 - f. Water Commissioners
- IV. OLD BUSINESS:
 - a.
- V. NEW BUSINESS:
 - a. Manifest/Abatements
 - b. Minutes 6/2/21
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN

Central New Hampshire Regional Planning Commission

28 Commercial Street ♦ Concord, NH 03301

Telephone: (603) 226-6020 ♦ Fax: (603) 226-6023 ♦ www.cnhrpc.org



DATE: JUNE 8, 2021

TO: PEMBROKE BOARD OF SELECTMEN

FROM: MATT MONAHAN, CNHRPC

SUBJECT: MS4 IDDE ORDINANCE

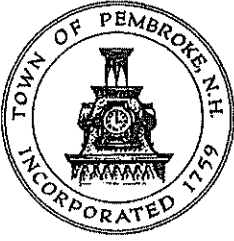
As part of compliance with the MS4 Permit requirements, all communities must adopt a legal mechanism to regulate the illicit discharges. The ordinance (known as an Illicit Discharge Detection and Enforcement, or IDDE, Ordinance) has certain elements required by the permit that must be included. The IDDE Ordinance is not a land use ordinance but is instead a Selectmens' Bylaw. Working with the Town's Consulting Engineer and relevant town departments, CNHRPC drafted an IDDE Ordinance that addresses the required elements using a template from other small MS4 communities that passes muster with EPA. The ordinance must be adopted by the end of June in order to comply with this element of the permit. An overview of the IDDE's elements include:

Ordinance Overview:

- Required by the Permit.
- Must be adopted by the end of June, 2021.
- Proposed ordinance is based on a template used by other compliant towns. Developed with Town's Engineer, CNHRPC, and relevant town departments.
- Included provisions are drawn from the permit.
- Town attorney has reviewed (over a year ago).
- Adopted by Allenstown under a similar process.

Ordinance Language

- Section 1, Purpose and Intent establishes health and safety purpose and ties it to relevant RSAs.
- Section 2, Definitions: incorporates relevant definitions from the permit.
- Section 3, Regulations, establishes a framework for developing regulations to assist with implementation.
- Section 4, Severability. Incorporates common severability language.
- Section 5, Notification: Establishes the required notification process for discharges.
- Section 6, Transitional Provisions: Establishes effective dates.
- Section 7, Illicit Discharge and Detection Elimination: Establishes required oversight of illicit discharge detection and elimination, including a description of such discharges, their prohibition, administration (Highway Department, as prescribed by the permit), and fines.



TOWN OF PEMBROKE

Town Hall ~ 311 Pembroke Street, Pembroke, New Hampshire 03275

Tel: 603-485-4747

PEMBROKE BOARD OF SELECTMEN NOTICE OF PUBLIC HEARING June 16, 2021

A public hearing will be held by the Pembroke Board of Selectmen on Wednesday, June 16, 2021 at a meeting beginning at 6:30 PM in the Pembroke Town Hall, 311 Pembroke Street, Pembroke, NH, on the adoption of an ordinance entitled "Illicit Discharge Ordinance".

The agenda for the meeting will be posted per RSA 91-A:2. Refer to the agenda for a listing of other agenda items before the Board, which may be heard prior to the above public hearing.

Copies of the proposed ordinance are available for review at Pembroke Town Hall, 311 Pembroke Street, during normal business hours. Phone 485-4747.

TOWN OF PEMBROKE - ILLICIT DISCHARGE ORDINANCE

Section 1. Purpose & Intent

The Purpose is to protect water quality in the Town of Pembroke while providing for the health, safety and general welfare of the citizens of Town. The intent is to prohibit illicit discharges that often contain pathogens, nutrients, surfactants and various toxic pollutants by setting up and enforcing an Illicit Discharge and Detection Elimination program.

The Pembroke Board of Selectmen is authorized to enact this ordinance pursuant to their powers and duties granted by the State of New Hampshire, including RSA chapter 149-I and RSA 41:8.

Section 2. Definitions

ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Federal agency responsible for implementing the Federal Water Pollution Control Act, (3 U.S.C. § 1251 et seq.) AKA the "Clean Water Act".

DISCHARGE

To dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the Municipal Storm Sewer System (MS4).

ILLICIT CONNECTIONS

An Illicit, unauthorized or illegal connection that drains into or is connected to the Municipal Separate Storm Sewer System (MS4), shall mean any pipe, drain, open channel or conveyance connected from a residential, commercial or industrial land use, to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized federal, state or local enforcement agency.

ILLICIT DISCHARGE

Any direct or indirect non-storm water discharge to the Municipal Separate Storm Sewer System (MS4), excepting discharges pursuant to a specific NPDES permit and firefighting activities.

MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)

Are publicly owned and operated facilities by which storm water is collected including but not limited to roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains, piped storm drains, pumping facility retention or detention basins, reservoir or other drainage structure that are owned and/or maintained by the Town of Pembroke.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

The water quality program setup as part of the Clean Water Act, implemented by the EPA, to authorize the discharge of pollutants into surface waters of the United States.

NON-STORMWATER DISCHARGE

Discharge to the municipal storm drain system not composed entirely of stormwater.

OUTFALL

The point at which stormwater flows out from a point source discernible, confined and discrete conveyance.

OWNER

A person with a legal or equitable interest in the property.

POLLUTANT

The contamination or other alternation of any water's physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

RUNOFF

That portion of the precipitation on a drainage area which is discharged from the area into the Municipal Separate Storm Sewer System.

STORMWATER

Stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage.

Section 3 – REGULATIONS

The Town of Pembroke may adopt, and periodically amend, regulations, rules and/or written guidance relating to the terms, conditions definitions, enforcement, fees, procedures and administration of this Illicit Discharge Ordinance by majority vote of the Governing Body (Pembroke Board of Selectmen) after conducting a public hearing to receive comments. Such hearing shall be advertised in a newspaper of general local circulation at least fourteen (14) days prior to the hearing date. Failure of the Town of Pembroke to issue such rules or regulations or a legal declaration of their invalidity by a court shall not act to suspend or invalidate the effect of this Ordinance.

Such regulations, rules and/or guidance may include without limitation, provisions for the establishment of one or more categories of administrative review approvals for specific types or sizes of projects. Administrative review applications that meet all the standard requirements may be issued by one or more agents designated in writing by the Town of Pembroke without the requirement of a public hearing as detailed in this Ordinance. Administrative review approval shall comply with all other provisions of this Ordinance.

Section 4 – SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable. If any provision, paragraph, sentence or clause of this Ordinance or the application thereof to any person, establishment or circumstances shall be held invalid such invalidity shall not affect the other provisions or application of this Ordinance.

Section 5 – NOTIFICATION

§ 5.1 – Notification of Spills or Other Non-Stormwater Discharges

1. As soon as any person responsible for a facility, site activity, or operation, or responsible for emergency response for a facility, site activity, or operation, has information of any known or suspected release of pollutants or non-stormwater discharges which are resulting or may result in illicit discharges or pollutants discharging into the Town of Pembroke municipal storm system, state waters or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release so as to minimize the effects of the discharge.
2. If the substance poses an immediate health or safety concern the Town of Pembroke and the State of New Hampshire Emergency Services shall be immediately notified.
3. If the substance does not pose an immediate health or safety concern than the Town of Pembroke Health Department should be notified as soon as possible, however, no later than twenty-four (24) hours post event.

Section 6 – TRANSITIONAL PROVISIONS

Residential property owners shall have 60 days from the effective date of this Ordinance to comply with its provisions provided good cause is shown for the failure to comply with the Ordinance during that period.

Section 7 – Illicit Discharge and Detection Elimination (IDDE)

§ 7.1 – Applicability

Illicit discharges enter the system through either direct connections (such as wastewater piping either mistakenly or deliberately connected to the storm drains) or by indirect connections. Indirect connections can include failing individual sewage disposal systems, cracked sanitary pipes, spills collected by drain outlets or by dumping an illicit discharge directly into the storm basin.

The Illicit discharges result in high levels of pollutants including heavy metals, toxics, oil and grease, solvents, nutrients, viruses and bacteria being released directly into the receiving waters of the State or the United States. The MS4 drainage system is not designed to accept, process, or discharge such non-stormwater wastes. The pollutant levels from these illegal discharges degrade the receiving water quality and threaten aquatic, wildlife and human health.

§ 7.2 – Prohibition of Illicit Discharges

No person shall illicitly discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards or permit requirements, including but not limited to State surface water quality standards and the Town's MS4 Permit. . Additionally, any discharge that fits in the allowed discharge category below that nonetheless is a significant contributor of pollutants to the MS4 would also be considered an illicit discharge.

The following discharges are specifically prohibited and are not meant to be all inclusive:

1. Connecting sanitary sewer to storm sewer (MS4);

2. Sanitary Sewer Overflows;
3. Any new or used motor oil, antifreeze, or other motor vehicle fluid; 4. Any industrial wastes;
4. Any hazardous waste, including hazardous household waste;
5. Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;
6. Any garbage, rubbish or yard waste;
7. Any wastewater from:
 - a. A commercial carwash facility;
 - b. Any vehicle washing, cleaning or maintenance at any new or used automobile, or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or
 - c. From any washing, cleaning or maintenance of any business or commercial or public service vehicle, including truck, bus, or heavy equipment, by a business or public entity that operates more than two such vehicles;
8. Any wastewater from the washing, cleaning, de-icing, or other maintenance of aircraft;
9. Any wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains any harmful quantities of soap, detergent, degreaser, solvent, or any other harmful cleaning substance;
10. Any wastewater from any floor, rug or carpet cleaning;
11. Any wastewater from the wash down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance; or any wastewater from the wash down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substances has occurred, unless all harmful quantities of such released material have been previously removed;
12. Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emissions filter, or the blowdown from a boiler (including fly ash, slag ash or similar);
13. Any ready-mixed concrete, mortar, ceramic, or asphalt base material, "urban fill," or hydro-mulch material, or from the cleaning of commercial vehicles or equipment containing, or used in transporting or applying such material;
14. Any runoff or wash down water from any animal pen, kennel, or fowl or livestock containment area;

15. Any water from a swimming pool, fountain or spa containing any harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in the pool cleaning;
16. Any water from a water curtain in a spray room used for painting vehicles or equipment;
17. Any containment runoff from an auto salvage yard or junk yard;
18. Any substance or material that will damage, block, or clog the MS4;
19. Any release from a petroleum storage tank, or any leachate or runoff from soil contaminated by a leaking petroleum storage tank, or any discharge of pumped, confined, or treated waste water from the remediation of any such petroleum storage tank release, unless it complies with state and federal standards and does not contain any harmful quantity of any pollutant;
20. Any pet waste from a commercial enterprise or livestock waste.

The following items are not considered as Illicit Discharges:

1. Water line flushing
2. Uncontaminated ground water infiltration
3. Uncontaminated pumped ground water
4. Discharges from potable water sources except landscape irrigation and lawn watering
5. Foundation & footing drains including crawl space pumps
6. Air conditioning condensation
7. Diverted/pumped stream flows, Springs & riparian habitats and wetlands and rising groundwater
8. Dechlorinated swimming pool discharges
9. Discharge from Street Sweeping
10. Dye testing as long as the officials are made aware prior to the test
11. Non-stormwater discharge permitted under an NPDES permit, waiver or waste discharge order administered under the authority of the US EPA, provided that the discharge is in full compliance with the requirements of the permit, waiver or order and applicable laws and regulations
12. Discharge for which advanced written approval is received from the Highway Department and the Planning Board.

§ 7.3. – Prohibition of Illicit Connections

- a. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
- b. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- c. A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

§ 7.4– IDDE Responsibility for Administration

The Highway Department shall administer, implement and enforce the provisions of the Illicit Discharge Ordinance.

The Highway Department of the Town of Pembroke may order anyone responsible for an illicit connection violation or discharge to an MS4 to:

1. Eliminate it;
2. Take measure to minimize the discharge of pollutants until such time as the illicit connection or discharge shall be eliminated; and,
3. Remediate the contamination.

An illicit discharge and/or illegal connection shall be removed by the responsible party immediately; there is no “grace period between the identification the discharge/connection and removal. Failure to remove the discharge/connection can, at the discretion of the Highway Department of the Town of Pembroke, result in an immediate fine in accordance with Section 7.6 below, until such discharge/connection is removed.

The Highway Department shall have the authority to enter private property to conduct investigations into alleged illicit discharges within 48 hours of the Highway Department becoming aware of the potential discharge. Such investigation shall occur only after the Department provides advance notice of inspection to the property owner as soon as is practical, with the investigation conducted at a reasonable time of day as determined between the Highway Department and the Property Owner.

The Highway Department shall have the authority to issue a written Notice of Violation to any entity or person who violates this Ordinance. The Highway Department may additionally impose fines for violations of this Ordinance, as provided in Section 7.6 below. The Board of Selectmen shall collect the fines on behalf of the Town of Pembroke.

Any entity or person may appeal a Notice of Violation, including accompanying fines, to the Board of Selectmen in writing within 30 days of receiving the Notice of Violation. The Board of Selectmen shall conduct a public hearing on the appeal.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation and no appeal has relieved the alleged violator from complying with the Notice of Violation, the Highway Department, its designee, or other person authorized by the Town may enter upon the subject private

property and take any and all measures necessary to abate the violation or restore the property, at the violator's expense.

This Ordinance's standards are minimum standards; therefore this Ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

§ 7. 6– Fines

The Highway Department of the Town of Pembroke has the authority to levy civil fines for violations. Civil fines may be imposed not to exceed \$10,000 per day for each occurrence and may be imposed for every day the violation continues.

Board of Selectmen Chair

Date

Town Clerk / Tax Collector

Date

David Jodoin

From: James Garvin <james@jamesgarvin.net>
Sent: Friday, May 28, 2021 3:25 PM
To: David Jodoin
Cc: Ellen Paulsen; VJ Ranfos
Subject: Pembroke Cemetery Burial Fees
Attachments: Burial Fees Letter 2021.docx

Dear David,

On January 1, 2021, Dignified Cemetery Services, the contractor employed by the town, raised their fees for both regular and cremation burials.

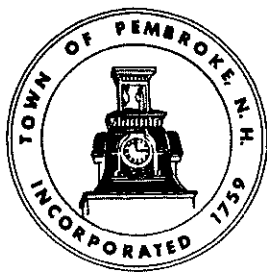
The fees charged to the Town of Pembroke by Dignified Cemetery Services now exceed the charges made by the town to the public. Our current fees, adopted by the Selectmen on June 15, 2020, are posted in the Town Code, Chapter 160, Section 5.

At its meeting on May 13, 2021, the Pembroke Cemetery Commission voted to recommend that the Board of Selectmen raise the town fees in order to avoid a financial loss on each burial.

I am attaching a letter from the Cemetery Commission to the Board of Selectmen outlining the current town fees, the new Dignified Cemetery Services Fees, and the Commission's recommended new town fees.

Jim

James L. Garvin, Secretary
Pembroke Cemetery Commission



TOWN OF PEMBROKE

TOWN HALL • 311 PEMBROKE STREET • PEMBROKE, NH 03275

May 28, 2021

Board of Selectmen
Town of Pembroke
Town Hall—311 Pembroke Street
Pembroke, New Hampshire, 03275

Re : Burial fees, Pembroke Cemeteries

Ladies and gentlemen:

Dignified Cemetery Services, the contractor employed by the Town of Pembroke for interments in municipal cemeteries, raised their rates on January 1, 2021. The new Dignified Cemetery Services rates are higher than those presently charged by the Town of Pembroke under Chapters 155 and 160 of the Pembroke Town Code, resulting in a potential deficit to the town for every future burial. Current town rates, new Dignified Cemetery Services rates, and proposed new town rates are as follows:

Current Town Rates (Amended by Selectmen 6/15/2020)		New Dignified Cemetery Services Rates, Jan. 1, 2021		Proposed new Town Rates	
<u>Regular grave openings</u>					
Weekdays	\$550	Weekdays	\$600	Weekdays	\$600
Weekends/holidays	\$700	Saturdays	\$650	Weekends/ holidays	\$750
		Sun./holidays	\$750		
<u>Cremation grave openings</u>					
Weekdays	\$200	Weekdays	\$250	Weekdays	\$250
Weekends/holidays	\$300	Saturdays	\$300	Weekends/ holidays	\$350
		Sun./holidays	\$350		

At its meeting on May 13, 2021, the Pembroke Cemetery Commission voted to recommend to the Board of Selectmen that the town adopt the proposed new rates shown in the right-hand column above.

Cc: Ellen Paulsen, Chair

Respectfully submitted,
James L. Garvin, Secretary
Pembroke Cemetery Commission

CHAPTER 160

FEES

[HISTORY: Adopted by the Board of Selectmen 11-24-2003 by Ordinance No. 03-07. Amended February 19, 2013]

GENERAL REFERENCES

Taxation — See Ch. 138.

Zoning — See Ch. 143.

Site plan review — See Ch. 203.

Subdivision of land — See Ch. 205.

§ 160-1 Town Administration Department fees.

Town Administration Department fees are set as follows:

- A. Notarize documents: no charge (residents); \$5 (nonresidents).
- B. Copies: \$0.50 per page.
- C. Voter checklist printout: \$25.
- D. Voter checklist printout and computer disk: \$30.
- E. Voter checklist mailing label format printout & computer disk: \$30.

§ 160-2 Planning and Land Use Department fees.

Planning and Land Use Department fees are set as follows:

- A. Site plan regulations: \$15.
- B. Zoning regulations: \$20.
- C. Subdivision regulations: \$15.
- D. Copy of assessment card: \$1.
- E. Assessment Tax File \$50.

§ 160-2.1 Zoning Board of Adjustment fees.

[Added 12-20-2006 by Ordinance No. 2006-01; Updated 5/5/2014 Board of Selectmen]

The Zoning Board of Adjustment fees are set as follows:

- A. Application fee: \$100.
- B. Certified notice fee: \$10 per abutter.
- C. Newspaper legal notice fee: \$120 per notice.
- D. Certified Notice of Decision Fee: \$10 per notice.

§ 160-3 Tax Collector fees.

Tax Collector fees are set as follows:

- A. Copy of tax bill: \$1.

§ 160-4 Town Clerk fees.

Town Clerk fees are set as follows:

- A. Notarize documents: no charge (residents); \$5 (nonresidents).
- B. Municipal Agent fee: \$3.00 per transaction.

§ 160-4.1 Police Department fees.

[Added 6-14-2004 by Ordinance No. 04-03; Amended 8-2-2010 by Board of Selectmen]

Police Department fees are set as follows:

- A. Notarize documents: no charge (residents); \$10 (nonresidents).
- B. Police report copy: \$15 (10 pages or under); \$1 per page over 10.

- C. Daily log copy; twenty-four-hour period: \$10 (five pages or under); \$1 per page over five.
- D. Letter of conduct/record check: no charge (residents); \$10 (nonresidents).
- E. Written request to research traffic studies, criminal statistics: \$25. (five pages or under); \$1 per page over five
- F. Copies of statistics compiled monthly/yearly: \$10 each.
- G. Motor vehicle accident report copy: \$15 (up to 10 pages); \$1 per page over 10.
- H. Motor vehicle accident photograph copy: \$10 each photo.
- I. Pistol permit: \$10.
- J. Fingerprint service: no charge (residents); \$15 (nonresidents).
- K. Dog kennel fee for dogs housed at police station: \$20 per day.

§ 160-5 Cemetery fees.

[Amended 10-4-2010 Board of Selectmen; Amended 6/15/20 Board of Selectmen]

As provided for in Chapter 155, Cemeteries, of the Code of the Town of Pembroke, the following cemetery fees are hereby established:

- A. Sale of single burial plot: \$400.
- B. Sale of double burial lot: \$700.
- C. Regular grave openings: ~~\$600~~, weekdays; ~~\$750~~, weekends and holidays.
- D. Cremation grave openings: ~~\$250~~, weekdays; ~~\$350~~, weekends and holidays.

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§ 160-6 Building, electrical, plumbing and mechanical fees.

[Amended 2-20-2008 Board of Selectmen]

As provided for in § 143-124, Building permit fees, of the Code of the Town of Pembroke, the following building, electrical, plumbing and mechanical permit fees are hereby established. If work requiring a permit under this section is undertaken prior to the issuance of a permit, the fee shall be increased by 100%.

A. Construction.

- (1) Application: residential, \$25 each; commercial, \$50 each.
- (2) Plan review: residential over 2,500 square feet and all commercial: actual cost incurred.
- (3) New construction - Inspections:
 - (a) Residential:
 - [1] (Living), \$0.30 per square foot.
 - [2] (Storage), \$0.20 per square foot.
 - [3] Detached accessory buildings over 100 square foot, \$0.20 per square foot
 - (b) Commercial: **[Amended 7-26-2004 Ordinance No. 04-04]**
 - [1] (Finished), \$0.25 per square foot.
 - [2] (Unfinished/Open Area), \$0.15 per square foot
- (4) Renovations/alterations - Inspections:
 - (a) Residential: \$0.30 per square foot.
 - (b) Commercial: \$0.25 per square foot.

B. Flat Permit fees.

- (1) Application Fee: \$25 each.

(2) Includes:

- (a) Decks
- (b) Detached outbuildings; 100 square foot or less
- (c) Fences
- (d) Chimneys/fireplaces
- (e) Pools
- (f) Septic systems; plus \$50
- (g) Siding/windows
- (h) Roofing
- (i) Moving and demolition
- (j) Signs
- (k) Wood/pellet stoves

C. Residential electrical permit fees.

- (1) Electrical Application: \$25 each.
- (2) Outlets under 130 volts (Ceiling, switches, receptacles thermostats, smoke detectors, etc.): \$0.30 each.
- (3) Outlets over 130 volts (ranges, dryers, hairs dryers, welding equipment, water heaters, etc.): \$5 each.
- (4) Motors: \$2. per horsepower.
- (5) Distribution panels (main, sub, etc.): \$0.10 per amp.
- (6) Special systems (fire alarms, security, help call, etc.): \$25.
- (7) Temporary service: \$25.
- (8) Service upgrade: \$25.
- (9) Swimming pools: \$25.

(10) Signs: \$25.

(11) Generators \$25.

D. Residential plumbing permit fees.

(1) Plumbing application: \$25 each.

(2) Fixtures (water closets, sinks, lavatories, tubs, etc.): \$4 each.

(3) Appliances (pumps, washer machines, sewer ejectors, etc.): \$6 each.

(4) Drains pipes under eight inches (sanitary, rainwater leaders): \$0.05 per foot.

(5) Drains pipes over eight inches (sanitary, rainwater leaders): \$0.08 per foot.

(6) Water distribution system, less than two inches: \$0.05 per foot.

(7) Water distribution system, over two inches: \$0.08 per foot.

(8) Special systems (roof drains, floor drains, etc.): \$25 each.

E. Residential mechanical permit fees.

(1) Mechanical application: \$25 each.

(2) Systems (heating, air condition, ventilation, etc.): \$25 per unit.

(3) Piping systems over two inches (gas, sprinkler, air, etc.): \$0.10 per foot.

(4) Piping systems under two inches (gas, sprinkler, air, etc.): \$0.05 per foot.

(5) Air ducts: \$0.10 per foot.

(6) LP Tank set \$25 per tank.

(7) Water heater \$25 per unit.

F. Commercial electrical permit fees.

(1) Electrical application: \$50 each.

(2) Outlets under 130 volts (Ceiling, switches, receptacles thermostats, smoke detectors, etc.): \$0.30 each.

(3) Outlets over 130 volts (ranges, dryers, hairs dryers, welding equipment, water heaters, etc.): \$5 each.

(4) Motors: \$4 per horsepower.

(5) Distribution panels (main, sub, etc.): \$0.20 per amp.

(6) Special systems (fire alarms, security, nurse call, etc): \$35.

(7) Temporary service: \$25.

(8) Service upgrade: \$25.

(9) Signs: \$25.

G. Commercial plumbing permit fees.

(1) Plumbing application: \$50 each.

(2) Fixtures (water closets, sinks, lavatories, tubs, etc.): \$10 each.

(3) Appliances (pumps, washer machines, sewer ejectors, etc.): \$20 each.

(4) Drains pipes under eight inches (sanitary, rainwater leaders): \$0.10 per foot.

(5) Drains pipes over eight inches (sanitary, rainwater leaders): \$0.15 per foot.

(6) Water distribution system, less than two inches: \$0.10 per foot.

(7) Water distribution system, over two inches: \$0.15 per foot.

(8) Special systems (roof drains, floor drains, etc.): \$25 each.

H. Commercial mechanical permit fees.

(1) Mechanical application: \$50 each.

(2) Systems (heating, air condition, ventilation, etc.): \$50 per unit.

(3) Piping systems over two inches (gas, sprinkler, air, etc.): \$0.15 per foot.

(4) Piping systems under two inches (gas, sprinkler, air, etc.): \$0.10 per foot.

(5) Air ducts: \$0.10 per foot.

I. Reinspection fees. After two failed inspections: \$25.

§ 160-7 License fees.

Rescinded [2-20-2008 Board of Selectmen]

§ 160-8 Temporary license fees.

Rescinded [2-20-2008 Board of Selectmen]

Updated 6/15/20

David Jodoin

From: Linda Williams <lwilliams@pembroke-nh.com>
Sent: Tuesday, June 1, 2021 4:10 PM
To: David Jodoin
Subject: FW: NH FISH & GAME OHRV GRANT 2021-2022 -Agenda BOS Meeting June 16, 2021
Attachments: 2021-2022 NHF&G OHRV GRANT COPIES.pdf

Linda A. Williams

Administrative Secretary & Deputy Tax Collector
Town of Pembroke, NH
603-485-4747 Ext. 201

From: Mary Ann Ricciotti [mailto:mricciotti@pembroke-nh.com]
Sent: Tuesday, June 01, 2021 3:49 PM
To: Linda Williams <lwilliams@pembroke-nh.com>
Subject: NH FISH & GAME OHRV GRANT 2021-2022 -Agenda BOS Meeting June 16, 2021

Linda:

Would you be able to have the following included in the next BOS Meeting Agenda scheduled for June 16:

OHRV Grant, Chief Dwayne Gilman, Authorization.

Please see attached copy of the Grant for David and BOS. Identical process as past years. Highlighted in #1 & #2 indicates by Vote of the BOS and language that must be included in the Minutes for the Agency Contractor, Chief Dwayne Gilman, authorization to enter into the Grant Contract on behalf of the Town.

Thank you for the assistance.
Mary Ann

Mary Ann Ricciotti, Administrative Assistant
PEMBROKE POLICE DEPARTMENT
247 Pembroke Street
Pembroke, NH 03275
603.485.9173 Extension 2203
mricciotti@pembroke-nh.com



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New Hampshire Fish and Game Department

RECEIVED

MAY 26 2021

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-5829

wildnh.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

May 21, 2021

Pembroke Police Department
Chief Dwayne Gilman
247 Pembroke Street
Pembroke, NH 03275-1359

COPY

Dear Chief Gilman:

Thank you for submitting an OHRV Law Enforcement Grant application to the New Hampshire Fish and Game Department. I am pleased to inform you that your agency has been approved for a grant in the amount of **\$2,160.00**. These funds must be used by **June 15, 2022**, with final invoicing postmarked no later than **June 20th, 2022**. These funds are to be used for OHRV wheeled vehicle enforcement purposes only, therefore effectively utilized May through September.

I will notify you as soon as the contract has been approved. It is anticipated that the effective period of the contract will be from final approval to **June 15, 2022**, and the rate of pay is **\$45.00 per hour**. Until such time, I am requesting the following information be completed.

1. **STATE FORM P-37; Agreement between New Hampshire Fish and Game and your agency.** There are two copies to be signed. They **MUST** be signed and initialed **AFTER** obtaining the authorization from the selectmen. The sections that **MUST** be completed are sections 1.11 & 1.12. Contractor initials & date **MUST** be on all pages. Mail **both** signed originals back to New Hampshire Fish & Game. Be sure to keep a copy for your records.
2. If you are the person signing the contract, according to Administrative Rules you **MUST** have the authority to enter into a contract with the State of New Hampshire. Only the Board of Selectmen within your town has the power to grant signature authority. The authorization **MUST BE CURRENT**. Have them bring it up at a scheduled meeting and vote giving you the authority. They **MUST** include your name in the minutes authorizing you to enter into the contract on behalf of the town.
3. You **MUST** provide proof of Liability Insurance by including a copy of the Town's Liability Insurance Policy, showing that the town's minimum limits are \$250,000 per claim and \$2,000,000 per incident.
4. There is an additional page to the contract titled Attachment A which lists Exhibit A, Exhibit B, and Exhibit C. Please read the attachment as the exhibits are additional conditions of the contract. If you have any questions about the attachment please contact my office as soon as possible.

✓
obtained
from
MEX

REGION 1
629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2
PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Pembroke Police Department		1.4 Contractor Address 247 Pembroke Street Pembroke, NH 03275-1359	
1.5 Contractor Phone Number 603-485-9173	1.6 Account Number 20-07500-11830000-102-500731	1.7 Completion Date June 15, 2022	1.8 Price Limitation \$2,160.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

COPY

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

COPY

Page 4 of 4

Contractor Initials _____

Date _____

ATTACHMENT "A"

EXHIBIT A

SCOPE OF WORK:

The Party of the First Part, **Pembroke Police Department**, agrees to furnish the following described services:

1. To provide adequate Off Highway Recreational Vehicle Enforcement Patrol coverage for a minimum of 4 hours per shift on the commonly known as **Class VI Roads/Town of Pembroke Range Roads, Power and Gas Line Rights-of-Way**, and adjacent properties, pursuant to the authority under RSA 215-A:23, VIII(f).
2. If the **Pembroke Police Department** and the New Hampshire Fish and Game Department determine that there is a need for additional Off Highway Recreational Vehicle enforcement patrols in areas other than **Class VI Roads/Town of Pembroke Range Roads, Power and Gas Line Rights-of-Way**, and adjacent properties, prior approval must be obtained by the **Pembroke Police Department** from the New Hampshire Fish and Game Department.
3. All police officers providing Off Highway Recreational Vehicle Enforcement Patrols shall be employed by the **Pembroke Police Department**.
4. All Police Officers providing Off Highway Recreational Vehicle Enforcement Patrols shall be dressed in a recognizable department uniform.
5. The **Pembroke Police Department** shall receive compensation at the rate of \$45.00 per hour, with total compensation as approved by the Governor and Executive Council. Such total compensation shall not exceed the amount approved by the Governor and Executive Council.
6. Payment shall be made to the **Pembroke Police Department** within 30 days of submission of an invoice to the New Hampshire Fish and Game Department, along with the Off Highway Recreational Vehicle Special Detail Report form. The New Hampshire Fish and Game Department shall supply the printed form and/or computer program version.

EXHIBIT B:

Payment shall be made within 30 days of receipt of invoice and Off Highway Recreational Vehicle Special Detail Report forms.

Total shall not exceed **\$2,160.00** as approved by Governor and Executive Council.

EXHIBIT C:

The New Hampshire Municipal Association cannot provide a list of municipalities that they provide Liability Insurance Coverage for. Those agencies not on the New Hampshire Municipal Association must provide proof of insurance prior to approval.

COPY

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
June 2, 2021 at 6:30 PM**

DRAFT,

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

Excused: Selectman Michael Crockwell

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Ann Bond called the meeting to order at 6:32pm.

II. Citizens Comment:

III. Scheduled Meetings

Anthony Weatherbee State of NH – Bridge Replacement Route 28

Anthony Weatherbee, State of New Hampshire Department of Transportation, met with the Board to discuss the bridge replacement on Route 28 between Pembroke and Allenstown. The project will go out to bid with a targeted start date of Spring 2022 with a completion date of Summer 2023. There will be one lane open at a time and it will be signalized.

James Irving – 301-323 Fourth Range Road

Jamie Irving, 301-323 Fourth Range Road, are looking to sell their parcel of land that is on a class VI portion of Fourth Range Road and are looking at what it would take for him to acquire a building permit. The Board explained that frontage on a Class V roadway is required for a building permit. A suggestion was made to talk with the Conservation Commission on the matter if he is looking to sell the parcel. Ammy Heiser, Chair of Conservation Commission explained the criteria the Commission looked at when determining to purchase a parcel.

The Board agreed that it is time to discuss the matter of the Range Roads in more detail and will be setting up a meeting with Central New Hampshire Regional Planning Commission on the matter and gathering input from other Committee members and employees.

Chief Gagnon Pembroke Fire – Forestry Truck Acceptance

Chief Gagnon was in and explained that they have found a forestry vehicle. They have taken a look at it and it will work for what they are looking to do. The tank that was approved at a previous meeting will fit in the unit. There may be some added costs for communication equipment and painting.

Selectman Goulet made a motion to authorize the Chairman to sign the agreement between the State of NH Department of Natural and Cultural Resources and the Town of Pembroke for a 2002 Stewart and Stevenson forestry unit. Selectman Bean seconded the motion. The motion passed 4-0.

VJ Ranfos – Sidewalk Proposal

The Public Works Director met with the Board to talk about replacing a portion of the sidewalk on Exchange Street while they were in the area paving. The Roads Committee reviewed this issue and concurred.

Selectman Goulet made a motion to approve the bid from GMI Asphalt in the amount of \$9,333.50 and to remove and replace a section of sidewalk on Exchange Street and to withdraw the funds from the Sidewalk Capital Reserve Fund. Selectman Bond seconded the motion. Motion passed 4-0.

IV. Old Business:

Tax Deeds

Selectman Goulet made a motion to process the tax deed on parcel 632-11-120 owned by Eric Brezosky for unpaid 2018 property taxes, and furthermore to start the eviction process with legal. Selectman Bond seconded the motion. Motion passed 4-0.

V. New Business

Capital Improvement Committee

The Board accepted the resignation of Kevin Foss from the Capital Improvement Committee as a citizen representative; however, Kevin will remain on the board as the Planning Board representative. The Board will now need to find a citizen to replace him.

Manifests/Abatements

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

Minutes 5/5/21

Selectman Goulet made a motion to accept the minutes of May 5, 2021 as presented. Selectman Bond seconded the motion. Motion passed 4-0.

VI. Town Administrator Report:

The Board discussed the recent information from NHMA concerning remote meetings. NHMA is advising Boards to start meeting in person again starting June 12th.

VII. Committee Reports:

Selectman Yeaton – The Energy Committee met and discussed certain ideas.

Selectman Bean – None

Selectman Bond – None

Selectman Goulet – None

VIII. Other Citizens Comment:

None

IX. Non-Public Session:

Motion by Selectman Goulet to enter into non public session at 7:45 PM in accordance with RSA 91-A:3 II (b)

Roll Call

Selectman Goulet	Yes
Selectman Bean	Yes
Selectman Yeaton	Yes
Selectman Bond	Yes

Motion By Selectman Goulet to enter into non public session in accordance with RSA 91-A:3 II (a)

Roll Call

Selectman Goulet	Yes
Selectman Bean	Yes
Selectman Yeaton	Yes
Selectman Bond	Yes

The Board came out of non public session at 8:02 PM.

Motion by Selectman Goulet, Seconded by Selectman Bean to increase Adam Mendoza's pay rate by 75 cents in accordance with the agreement that once he passed probation as the Highway Foreman, he would get an increase. Motion passed 4-0

X. Adjourn:

Selectman Goulet made a motion to adjourn at 8:04 PM. Selectman Bean seconded the motion and it was approved unanimously.

Ann Bond, Chairman

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

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT
Docket Number: 217-2019-CV-658

SAN-KEN HOMES, INC.

and

SKRE Holdings, LLC

v.

TOWN OF PEMBROKE

ASSENTED TO MOTION FOR VOLUNTARY NONSUIT

NOW COME, San-Ken Homes, Inc. and SKRE Holdings, LLC (the "Plaintiffs"), by and through their attorneys, Cronin, Bisson & Zalinsky, P.C., and move, with assent, for voluntary nonsuit in the instant case, stating in support hereof as follows:

1. This case was initiated by a Complaint filed on October 3, 2019 appealing a decision by the Town of Pembroke in connection with a Road Layout Petition.
2. While the appeal was pending, the Plaintiffs submitted an alternative plan that was approved by the Town of Pembroke.
3. To allow pursuit of the alternative plan, the Plaintiffs requested that the instant case be stayed, which the Court granted on April 1, 2020.
4. The Plaintiffs are proceeding with development of the alternative plan.
5. The Plaintiffs no longer wish to pursue the instant case and, therefore, move for voluntary nonsuit, with prejudice.
6. Attorney Laura Spector-Morgan, counsel for the Town of Pembroke, assents to the relief requested herein.

WHEREFORE, the Plaintiffs pray the Honorable Court:

- A. Grant this Assented to Motion for Voluntary Nonsuit; and,
- B. Grant such other and further relief as is just and equitable.

Respectfully submitted,

SAN-KEN HOMES, INC. and
SKRE HOLDINGS, LLC
By Their Attorneys
CRONIN, BISSON, & ZALINSKY, P.C.

Dated: June 2, 2021

By: /s/ John G. Cronin
John G. Cronin, Esq. (NHBA #6818)
722 Chestnut Street
Manchester, New Hampshire 03104
Tel: (603) 624-4333
Email: jcronin@cbzlaw.com

CERTIFICATION

I do hereby certify that a copy of the foregoing was electronically served on this date upon Laura Spector-Morgan, Esquire.

Dated: June 2, 2021

/s/ John G. Cronin
John G. Cronin, Esquire



George E. Sansoucy, PE, LLC
Engineers & Appraisers

June 6, 2021

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

RE: 2020 Abatements

Dear Board:

We have received and reviewed the 2020 abatements requested for the following utilities:

- Eversource
- Consolidated Communications

We have reviewed the abatement application filed with the Town by Eversource regarding its valuation of electric facilities and land in the Town of Pembroke. Eversource's request relies upon the value being prepared by the New Hampshire Department of Revenue Administration (DRA) as the basis for their request and abatement payment. The New Hampshire Board of Tax and Land Appeals (BTLA) has found that the DRA value does not represent true and full fair market value. The BTLA decision in this matter was upheld by the New Hampshire Supreme Court related to Eversource. Per your request for recommendation, we therefore recommend that you deny the abatement request by Eversource.

On an alternative note, regarding Eversource, we believe that some of the abatements filed by the company relate to the inability of the company to differentiate between the HB700 values and the transmission and land values based on the way either tax record cards or tax bills, or both, are written and/or sent out. We will be reaching out to Eversource to determine if that is the case in your community. We will be providing them the detailed breakdown of their values between transmission, distribution, land, and buildings and discussing ways to better report back to Eversource the categories that comprise its total tax bill. We will keep you informed on that matter through our 2021 work in progress for your utility values.

For the abatement filed by Consolidated Communications f/k/a FairPoint, the company is requesting a reduction in value of the use of the public right-of-way and has provided no support or documentation to justify a change in methodology, the factual basis for the request, or support for its methods of calculating the use of the public right-of-way. We will be communicating with Consolidated during the 2021 valuation season regarding these deficiencies in hopes of resolving this and many other appeals on the same matter in other communities. The poles and conduit are valued based on current New Hampshire state law and don't appear to be in dispute by Consolidated Communications.

Should either company provide new information, or if the company has misinformed the town as to the inventory of property, we will consider those issues when and if they arise.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

GEORGE E. SANSOUCY, P.E., LLC

A handwritten signature in cursive script that reads 'George E. Sansoucy'.

George E. Sansoucy, P.E.
NHCG-774

GES/db

George E. Sansoucy, PE, LLC

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TOWN OF
PEMBROKE, NH

Eversource Energy
Office of the Mayor
311 Pembroke St.
Pembroke, NH 03275

The Federal Aviation Administration is conducting an aeronautical study concerning the following:

Aeronautical Study No. (ASN) 2021-ANE-2494-OE

Structure: Transmission Line G146 Structure 147
Location: Pembroke, NH
Latitude: 43-11-08.00N
Longitude: 71-27-04.96W
Heights: 80 feet above ground level (AGL)
613 feet above mean sea level (AMSL)

The structure described above exceeds obstruction standards. To be eligible for consideration, comments must be received on or before 07/02/2021

To access complete details regarding this determination, use View Circularized Cases on the Internet at <http://oeaaa.faa.gov> and search by state and ASN, or contact our office at (404) 305-6582

We encourage notification via e-mail. After registering for Email notifications, submit a request in writing to our office to be removed from the FAA's postal mailing list.

Signature Control No: 479031076-482333219