

AGENDA
BOARD OF SELECTMEN
January 18, 2023 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Public Hearing RSA 31:95-b III (a) Acceptance of \$98,494.45 State distribution in accordance with SB 401 for maintenance on Municipally owned bridges
 - b. Public Hearing RSA 31:95-b III (a) Acceptance of \$18,111.41 State distribution under HB 1221 NH retirement reimbursement
 - c. Public Hearing Bond rescission Broadway project
 - d. Public Hearing Bond rescission Pembroke Hill
 - e. 30 High Street – Water issue
- IV. OLD BUSINESS:
 - a. Update Meeting Schedule
 - b. Dubois and King Final report
- V. NEW BUSINESS:
 - a. Approval of Pole license agreements
 - b. Approval of Street names – The Greens at Pembroke Pines II
 - c. Approval of Forest Fire Warden
 - d. Manifest/Abatements
 - e. Minutes 12/29/22, 1/4/23
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN

PUBLIC HEARING NOTICE
Town of Pembroke
Board of Selectmen

Notice is hereby given that the Pembroke Board of Selectmen will be holding a Public Hearing on Wednesday January 18 at 6:30 PM at the Pembroke Town Offices located at 311 Pembroke Street to discuss the following:

Acceptance of the following items in accordance with RSA 31:95-b III (a)

State of NH Bridge Payment per Senate Bill 401 in the amount of \$98,494.45

State of NH retirement reimbursement per HB 1221 in the amount of \$18,111.41

For questions, please call the Town Administrator at 485-4747, or email at djodoin@pembroke-nh.com.

Karen Yeaton, Chairman
Sandy Goulet, Vice Chairman

PUBLIC HEARING NOTICE
Town of Pembroke
Board of Selectmen

Notice is hereby given that the Pembroke Board of Selectmen will be holding a Public Hearing on Wednesday January 18 at 6:30 PM at the Pembroke Town Offices located at 311 Pembroke Street to discuss the following:

Acceptance of the following items in accordance with RSA 31:95-b III (a)

State of NH Bridge Payment per Senate Bill 401 in the amount of \$98,494.45

State of NH retirement reimbursement per HB 1221 in the amount of \$18,111.41

For questions, please call the Town Administrator at 485-4747, or email at djodoin@pembroke-nh.com.

Karen Yeaton, Chairman
Sandy Goulet, Vice Chairman

January 7, 2023

PUBLIC NOTICE

PUBLIC HEARING NOTICE Town of Pembroke Board of Selectmen

Notice is hereby given that the Pembroke Board of Selectmen will be holding a Public Hearing on Wednesday January 18 at 6:30 PM at the Pembroke Town Offices located at 311 Pembroke Street to discuss the following:

ARTICLE 3 – To see if the Town will vote to rescind the remaining balance of \$536,000 from the following bond authorization which was previously approved as Article 3 at the March 14, 2011 Town Meeting or take any action relative thereto. (3/5 ballot vote required)

To see if the Town will vote to raise and appropriate the sum of \$1,400,000 for the Roadway Improvement and reconstruction project for the following streets; Broadway, Pine, Maple, Prospect and Pleasant, and to authorize the issuance of not more than \$1,400,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the Selectmen to issue and negotiate such bonds or notes and to determine the rate of interest thereon; (2/3 ballot vote required)

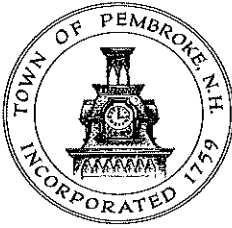
ARTICLE 4 – To see if the Town will vote to rescind the remaining balance of \$368,000 from the following unissued bond authorization which was previously approved as Article 3 at the March 15, 2014 Town Meeting or take any action relative thereto. (3/5 ballot vote required)

To see if the Town will vote to raise and appropriate the sum of \$1,200,000 for the Roadway Improvement and reconstruction project for the following streets; Pembroke Hill, Rowe Ave, Perley Ave, Girard Ave, Chappelle Street, Elm Street and Grandview Road, and to authorize the issuance of not more than \$1,200,000 of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the Selectmen to issue and negotiate such bonds or notes and to determine the interest thereon; (2/3 ballot vote required)

For questions, please call the Town Administrator at 485-4747, or email at djodoin@pembroke-nh.com.

Karen Yeaton, Chairman
Sandy Goulet, Vice Chairman

January 11, 2023



TOWN OF PEMBROKE
TOWN HALL
 311 Pembroke Street
 Pembroke, New Hampshire 03275
 Tel: 603-485-4747 Fax: 603-485-3967
 Web: pembroke-nh.com

2023
PEMBROKE BOARD OF SELECTMEN
MEETING SCHEDULE

Meeting Date	Day	Agenda Items Due by Wednesday***	Payment Vouchers due FRIDAY**
January 4	Wednesday	December 28	December 30
January 18	Wednesday	January 11	January 13
February 1	Wednesday	January 25	January 27
February 15	Wednesday	February 8	February 10
March 1	Wednesday	February 22	February 24
March 22	Wednesday	March 15	March 17
April 5	Wednesday	March 29	March 31
April 19	Wednesday	April 12	April 14
May 3	Wednesday	April 26	April 28
May 24	Wednesday	May 17	May 19
June 7	Wednesday	May 31	June 2
June 21	Wednesday	June 14	June 16
July 5	Wednesday	June 28	June 30
July 19	Wednesday	July 12	July 14
August 2	Wednesday	July 26	July 28
August 16	Wednesday	August 9	August 11
September 6	Wednesday	August 30	September 1
September 20	Wednesday	September 13	September 15
October 4	Wednesday	September 27	September 29
October 18	Wednesday	October 11	October 13
November 1	Wednesday	October 25	October 27
November 15	Wednesday	November 8	November 10
December 6	Wednesday	November 29	December 1
December 20	Wednesday	December 13	December 15

**** =All vouchers are due at the Town Hall Finance Office by NOON TIME on THE FRIDAY before the Selectmen's Meeting in order to have enough time to process the manifest for Selectmen signature on Wednesday. Any item not turned in will be placed on the next manifest.**

*****=In order to get the packet ready for the Board, all items need to be in by Noon If not the item will be placed on the next meeting agenda for discussion.**



CWSRF ASSET MANAGEMENT INTERNAL COMPLETION CERTIFICATION

(To be submitted to Grants Management before Final Disbursement is processed)

Loan Recipient: Town of Pembroke
Project Name/Phase #: Stormwater AMP

CWSRF Loan Number: CS-330105-04

Project Completion Date: 12/30/2022

The following “core” elements of asset management have been satisfactorily addressed to result in a **complete “decision making tool”**:

- Vision Statement;
- Asset inventory;
- Level of Service workshop;
- Prioritization of assets based on condition assessment and criticality;
- Life cycle cost analysis;
- Funding strategy for asset maintenance and replacement identified;
- An implementation plan that explains how the community will continue to maintain and use the asset management program; and
- A communication plan with time frame for completion to inform staff, community management and customers of the asset management program and its capabilities.

NHDES Representative

Date 12/30/2022



November 13, 2022

David Jodoin, Town Administrator
311 Pembroke Street
Pembroke, New Hampshire 03275

Re: Asset Management Services

Dear Mr. Jodoin,

DuBois & King, Inc. (D&K) is presenting this proposal to the town of Pembroke (Client) for above scope of service efforts associated with the development of an Asset Management (AM) Plan and Program for the town of Pembroke, NH. The proposal is based on communications with you regarding above scope of services throughout the project.

The original AM project proposal and contract, executed on May 14, 2021, was based on information provided by the Client and the New Hampshire Department of Environmental Services (NHDES) Clean Water State Revolving Fund (CWSRF). The requirements of this program continued to evolve, and in some cases expand, after the original contract was in place. The original contract amount was \$28,200 based on the NHDES grant funding availability and was increased to the grant maximum allowable amount of \$30,000 for the intern related change in scope executed on July 15, 2022. At the request of the Client and in response to the evolving program requirements, D&K has provided additional services in several areas beyond what was included in the original agreement. These additional services are outlined below.

The following work scope items have been completed or will be completed as part of the final Asset Management Program and Plan.

Task 1. Level of Service Workshop

\$2500

As requested by the Client and recommended by the New Hampshire Department of Environmental Services (NHDES), a second Level of Service (LOS) workshop will be provided on November 16, 2022. D&K will provide brainstorming questions to the wn prior to the workshop and prepare a PowerPoint presentation. D&K will provide the second LOS workshop in person at the Pembroke Town Hall.

Task 2. Asset Inventory and Prioritization

\$3500

Additional effort was required to complete the asset inventory and protocol for determining asset conditions and prioritizing assets for rehabilitation or replacement based on their condition. Asset data provided by the Client was missing assets and supporting information. Therefore, the collection and integration of state SADES data was necessary to compile a greater comprehensive inventory of Client assets. In addition, above scope of work under this task included review of over 400 town catch basin

forms and review of town documents regarding subdivision and/or roadway construction dates in order to complete the structural and operation & maintenance ratings.

Task 3. Intern Coordination

\$1600

D&K conducted additional effort associated with the hiring of an intern to assist with the AM. Efforts included coordination with the Client and intern throughout the duration of the internship, and coordination with the Client to determine field investigation areas. D&K provided GPS setup and training for the intern, developed maps for field investigations, and provided GPS data post processing and conversion for use with the asset inventory and ArcGIS.

Task 4. Project Administration

\$2000

As requested by the NHDES, D&K provided monthly project progress reports during the project. Project progress reports were not included in the original scope of services. The reports included a description of tasks completed during the previous 30 ± days, percentage complete, and a description of tasks to be completed during the next 30 ± days. Reports were distributed to the Client and NHDES.

Professional Fees

D&K has provided and will continue to provide the above scope of services on a Time and Materials basis in accordance with the included terms and conditions, which are hereby made a part of this agreement. D&K will provide one invoice at the completion of work in accordance with the following fee table.

Description	Fee
Task 1: Level of Service Workshop.....	\$2,500
Task 2: Asset Inventory and Prioritization.....	\$3,500
Task 3: Intern Coordination.....	\$1,600
Task 4: Project Administration.....	\$2,000
Total.....	\$9,600

We appreciate the opportunity to submit this proposal and hope it meets with your approval. If you have any questions, please do not hesitate to contact me at (802) 438-4142.

Very truly yours,
DUBOIS & KING, INC.



Aimee N. Rutledge, PWS, CPESC, CPSWQ
Senior Environmental Technical Lead

Attachment: Terms and Conditions

ACCEPTED AND AUTHORIZED TO PROCEED:

BY: _____

TITLE: _____

DATE: _____

CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS: On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION: Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

RIGHT-OF-ENTRY: Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES: DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

ADDITIONAL SERVICES: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

TAXES: State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract, in accordance with any such fees or taxes.

INVOICES: Invoices may be submitted periodically, and not less than monthly, and are payable upon receipt. Interest of one and one-half percent (1-1/2%) per month will be payable on any amount not paid within fifteen (15) days. Any attorney's fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc. reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS: All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE: DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

RISK ALLOCATION: In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc., and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc., and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc. agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

INDEMNIFICATION: DuBois & King, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor DuBois & King, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES: In no event shall DuBois & King, Inc. be liable to the Client or the Client to DuBois & King, Inc. for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.

STANDARD OF CARE: In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

OPINION OF PROBABLE COST: DuBois & King, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions, and therefore does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client.

DELAYS: DuBois & King, Inc. is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc. is not responsible for damages, nor shall DuBois & King, Inc. be deemed to be in default of this Agreement.

THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or DuBois & King, Inc. DuBois & King, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc. agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc. for all services rendered and all reimbursable costs incurred by DuBois & King, Inc. up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving DuBois & King, Inc. not less than seven (7) calendar days' written notice.

DuBois & King, Inc. may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or DuBois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc., in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

EXTENT OF AGREEMENT: This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

LEGAL JURISDICTION: The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of New Hampshire in connection with all matters arising out of this contract. The parties agree that the courts of the State of New Hampshire shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

HR6(01-19)

David Jodoin

From: Aimee Rutledge <arutledge@dubois-king.com>
Sent: Tuesday, November 29, 2022 11:56 AM
To: David Jodoin
Cc: VJ Ranfos; Andrew Hoak; M H
Subject: Re: Pembroke Proposal

David,

The efforts explained below are supplemental information for the proposal dated November 10, 2022 and the proposal costs have not changed. I've included the proposal costs for each task below.

Let me know if you have any other questions.

Thank you,

Aimee N. Rutledge, PWS, CPESC, CPSWQ (she/her)

DuBois & King, Inc.

802-878-7661 x7242 (O)

401-529-5034 (C)

On Tue, Nov 29, 2022 at 11:42 AM David Jodoin <djodoin@pembroke-nh.com> wrote:

Please break down the cost over runs based on the items listed below

David

From: Aimee Rutledge [mailto:arutledge@dubois-king.com]
Sent: Tuesday, November 29, 2022 8:51 AM
To: David Jodoin <DJodoin@pembroke-nh.com>; VJ Ranfos <VRanfos@pembroke-nh.com>
Cc: Andrew Hoak <ahoak@dubois-king.com>; M H <MHilde75@gmail.com>
Subject: Pembroke Proposal

Hello David and VJ,

Hope you had a nice Thanksgiving!

As discussed during our meeting on 11/22, we are providing supplemental information for the proposal to be provided to the Selectboard at the December meeting.

Task 1. 2nd LOS Workshop

In an email dated October 6 from D&K to David, VJ, and Deb (NHDES), D&K indicated they did not think the 2nd LOS workshop was necessary. The Town expressed interest in a 2nd LOS workshop because they *"didn't know what to expect at the first meeting and was more than just a little overwhelmed with the information that was presented"*. It should be noted that when organizing the 1st LOS workshop, D&K recommended the Town identify stakeholders to participate in the workshop and provided a few examples. In addition, the workshop powerpoint presentation was sent in advance of the workshop.

The email also stated a 2nd LOS workshop was not included in the scope of services and there was no budget left to provide the workshop.

What was this cost?

Cost = \$2,500

Task 2. Asset Inventory

Limited asset condition information from the Town made it difficult and time consuming to provide asset structural and operation and maintenance ratings. The Town was informed over phone conversations during Summer 2022 that the project budget was low and would be exceeded based on the additional effort required to review Town documents and provide ratings.

Cost = \$3,500

Again what was the cost and so on for each additional item listed below

Task 3. Intern Coordination

The intern worked the allotted time based on the grant and contract change of scope, including both field and office hours. Additional effort for intern coordination performed by D&K included GPS training, GPS support coordination while in the field, and GIS maps for the field investigation.

Cost = \$1,600

Task 4. Project Administration

As stated in the proposal, Project Progress Reports were requested by NHDES although it was not included in the original scope of services. What seemed to be a minor request at the beginning of the project, added up to a large effort and cost as the project was extended due to many factors, including the collection of town data and intern work during the summer.

Cost = \$2,000

Total Cost = \$9,600

Overall, D&K was optimistic most of this work would have been accomplished within the grant budget of \$30,000, however, the evolving CWSRF program requirements and requests, data collection coordination and processing, etc. increased the scope and cost. We trust this additional information will be helpful when the Selectboard is reviewing the proposal at the December meeting. We feel our request for the additional \$9,600 cost reimbursement is reasonable. Current efforts to address the NHDES comments and information ascertained from the November 16th training and 2nd LOS workshop, which include revisions to the AMP report, report attachments, and training manual, will not be billed at an additional cost beyond the \$9,600, although it will be a significant cost to D&K. The revised AMP report, training manual, and all other deliverables will be provided to the Town and NHDES in December. At that point, the project will be considered complete.

I am available to call into the December Selectboard meeting if possible.

Thank you,

Aimee N. Rutledge, PWS, CPESC, CPSWQ (she/her)

DuBois & King, Inc.

6 Green Tree Drive

South Burlington, VT 05403

802-878-7661 x7242 (O)

401-529-5034 (C)

Asset Management Program

Town of Pembroke Stormwater Management System

December 28, 2022
Project Number 126901

Prepared for:
Town of Pembroke

Prepared by:
DuBois & King
6 Green Tree Drive
South Burlington, Vermont
05403



Table of Contents

I.	Introduction	1
A.	Stormwater System Overview	1
II.	Vision Statement and Stakeholder Group Identification	1
III.	Asset Inventory.....	3
A.	Software Review	3
B.	Data Collection and Update	3
C.	Asset Mapping.....	5
D.	Naming Convention	5
E.	Inventory Maintenance.....	6
IV.	Level of Service Workshop	7
V.	Prioritization of Assets	8
A.	Risk Assessment.....	8
VI.	Life Cycle Cost Analysis	10
VII.	Funding Strategy.....	11
A.	Assumptions and Qualifications	12
B.	Potential Savings.....	12
C.	Current Budget	12
D.	Gaps in Future Budgets	13
E.	Alternative Funding Sources.....	14
F.	Private Funding.....	15
G.	Explanation of Costs.....	16
H.	Pipe Inspections/Ratings	16
I.	Criticality Ratings and Budgeting	17
J.	Replacement Schedule and Costs.....	17
1.	Low Level of Service: Replacement Schedule and Costs	17
2.	Medium Level of Service: Replacement Schedule and Costs	18
3.	High Level of Service: Replacement Schedule and Costs	18
VIII.	Implementation Plan	18
IX.	Communication Plan.....	19
X.	Summary – Action Items.....	20

List of Tables

Table 1. Stakeholder Group

Table 2. Pipe Asset Risk by Risk Score

Table 3. Catch Basin Asset Risk by Risk Score

Table 4. Budget Gaps for Low, Medium, and High LOS

Table 5. Stormwater Material Useful Life

Table 6. AMP Team Members

Attachments

- A.** Pembroke NH MS4 Map
- B.** Town Stormwater System Mapping
- C.** Asset Inventory
- D.** Level of Service Workshops
 - D.1 October 6, 2021 - Level of Service Workshop Presentation
 - D.2. November 16, 2022 – 2nd Level of Service Workshop Presentation
 - D.3. 2nd Level of Service Workshop Sign-In Sheet
 - D.4. 2nd Level of Service Workshop Brainstorming Questions
- E.** LOS Statement
- F.** SMARTER – Stormwater Level of Service Matrix
- G.** COF & POF Risk Assessment Assignments
- H.** Predicted Costs
- I.** Communication Plan Matrix
- J.** Pembroke AMP Brochure
- K.** Asset Management Training Manual
- L.** PACP Condition Assessment Charts
- M.** Wrap-Up Meeting Presentation & Handouts

I. Introduction

The Town of Pembroke received funding from the New Hampshire Department of Environmental Services (NHDES) Clean Water State Revolving Fund (CWSRF) to develop an asset management program (AMP). Specific elements and deliverables are required to maintain eligibility for loan forgiveness, including this report. Core elements of the AMP are discussed further in this report and include the following: Vision Statement and Stakeholder Group Identification; Asset Inventory; Level of Service Workshop; Prioritization of Assets; Life Cycle Cost Analysis; Funding Strategy; Implementation Plan; and Communication Plan. Required loan deliverables and report minimums are part of the loan Principal Forgiveness requirements and further detailed within the applicable sections of this report.

A. Stormwater System Overview

The Town of Pembroke is located in Merrimack County in the south-central portion of New Hampshire. The Town population was 7,207 at the 2020 census. Pembroke includes part of the Village of Suncook. The Town borders Chichester and Loudon to the north, Allenstown to the southeast, Concord to the northwest, and Epsom to the northeast. The Merrimack River forms the southwest border of the Town, the Soucook River forms the northwest border, and the Suncook River forms the southeast border. A majority of the Town is rural residential with medium density residential, commercial and light industrial uses concentrated along the US Route 3 and State Route 106 corridors and in the village of Suncook.

The National Pollutant Discharge Elimination System (NPDES) regulated Municipal Separate Storm Sewer System (MS4) area for the Town is located within the southwestern portion of the Town, consisting of the US Route 3 corridor and the village of Suncook. Pembroke is a "new permittee" under the NH MS4 permit and has been authorized by the Environmental Protection Agency (EPA) to discharge stormwater from the MS4 regulated area in accordance with the applicable terms and conditions outlined in the 2017 NH Small MS4 General Permit. Pembroke is a "new permittee" under the NH MS4 permit and has been authorized by the EPA to discharge stormwater from the MS4 regulated area in accordance with the applicable terms and conditions outlined in the 2017 NH Small MS4 General Permit. A map of the regulated NH MS4 area is included in **Attachment A**.

A majority of the Town's stormwater system is concentrated within the US Route 3 and State Route 106 corridors and in the village of Suncook. Stormwater infrastructure within the Town discharges to the Merrimack River, the Soucook River, the Suncook River, and their tributaries. The State of New Hampshire owns most drainage structures located along US Route 3, State Route 106, State Route 9, and Interstate 393. According to Town personnel, the Town conducts routine cleaning of the drainage structures and pipes owned by the State.

Mapping of the Town stormwater system with the complete Town and State datasets are included in **Attachment B**.

II. Vision Statement and Stakeholder Group Identification

The purpose of a vision statement is to define the purpose and goals of the AMP. The Town identified key goals in the development of their vision statement with assistance from NHDES and Dubois & King, Inc.

(D&K). Additionally, the vision statement was developed with information provided in the Pembroke Master Plan 2020 (adopted February 23, 2021). The Town's vision is to proactively manage its assets to best serve the Town's objectives, including:

- Protecting and preserving the water quality of surface waters, including the Merrimack River to benefit plants, wildlife, and the people who enjoy them;
- Protecting and preserving the quantity and quality of the aquifer drinking water supply;
- Providing a consistent framework for implementing asset management throughout the Town;
- Providing proactive management of assets, thereby increasing levels of service and making investments last as long as possible.
- Meeting the New Hampshire small municipal separate storm sewer system (MS4) permit requirements.
- Providing opportunities for residents and stakeholders, including industrial facilities and individuals affected by flooding, to engage in discussions, offer input, and understand the decision-making process.

The Town of Pembroke developed a list of internal and external stakeholders as provided in **Table 1** below.

Table 1. Stakeholder Group

Group/Organization	Name	Title	Contact
Town of Pembroke	Town Administrator	David Jodoin	Town Administrator (603) 485-4747 / djodoin@pembroke-nh.com
	Public Works	VJ Ranfos	Public Works Director (603) 485-4422 / vranfos@pembroke-nh.com
	Conservation Commission	Ammy Heiser	harunga1@msn.com
	Roads Committee	VJ Ranfos	Public Works Director (603) 485-4422 / vranfos@pembroke-nh.com
	Engineer	Michael Vignale, P.E.	Town Engineer mvignale@kvpllc.com
	Planning	Carolyn Cronin	Town Planner (603) 485-4747 Ext. 1210 / ccronin@pembroke-nh.com
	Water Works	Matt Gagne	(603) 485-3362
	Sewer Department	Paulette Malo	(603) 485-8658 / sewerdept@pembroke-nh.com
	Capital Improvement / Financial	David Jodoin	Town Administrator (603) 485-4747 / djodoin@pembroke-nh.com
Central NH Regional Planning Commission	Michael Tardiff	Executive Director	mtardiff@cnhrpc.org
NHDES	Deborah Loiselle	Stormwater Coordinator	(603) 271-1352 / deborah.loiselle@des.nh.gov

III. Asset Inventory

A crucial part of the AMP, is the identification of assets, their location, current condition, and other useful information and the development of an inventory to properly understand and manage assets. In accordance with the NHDES CWSRF loan forgiveness requirements, the asset inventory shall include at a minimum the following elements:

- *summary of software selection process or a statement to why software was determined to be unnecessary;*
- *key notes relative to asset inventory, such as summarizing the thought process for determining the naming convention for assets; and*
- *a list of assets not yet included in the asset inventory, such as manholes that have not yet been located.*

A. Software Review

Currently, the Town does not have asset management software, including ArcGIS software. However, the Town has an ArcGIS editing platform tool, managed by CAI Technologies (CAI), which can be used as an inventory tracking tool and edited by the Town. The data provided and managed by CAI can be accessed at this website:

<https://www.axisgis.com/pembrokenh/>.

An evaluation of asset management software requirements and costs was conducted. The Town determined that software for stormwater asset management would be beneficial. Subsequently, coordination with CAI and Cartegraph was conducted to determine which software would be the most beneficial for management of the Town's stormwater system. The Town is also exploring the use of Dude Solutions and iWorQ as potential software aides. CAI has software that is useful for maintaining and updating the inventory of assets, however, they do not provide specific asset management software. Cartegraph provided a proposal and cost estimate for Operations Management System software. The cost of Cartegraph software, including implementation and training, is estimated at \$12,000, with an annual subscription fee of \$5,300.

A demonstration of the software by Cartegraph is recommended prior to committing to the Cartegraph software.

For purposes of this asset inventory, Microsoft Excel was used to organize the data.

B. Data Collection and Update

A majority of assets present in the Town of Pembroke's stormwater system were inventoried by CAI. The Town provided assets inventoried by CAI in two ArcGIS datasets, *drainage structures* and *drainage pipes*. A total of 1,141 stormwater pipe segments and 2,135 drainage structures. The Town *drainage pipes* data set was missing traffic and street information. Therefore, geospatial analyses were conducted in ArcGIS to include street names and traffic count information available from NHDOT. The datasets included assets owned by the Town, State, and privately owned assets. The following features, were provided:

- Pipe Segment
- Catch Basin
- Culvert Outlet
- Culvert Inlet
- Deflection
- Driveway Culvert Inlet
- Driveway Culvert Outlet
- Drop Inlet
- Junction
- Manhole
- Outfall
- Pipe End Inlet
- Pipe End Outlet
- Retention Pond

In addition, data for the Town of Pembroke from the New Hampshire Statewide Asset Data Exchange System (SADES) was collected. A total of 1,531 stormwater pipe segments and 753 drainage structures. SADES data provided includes the following feature types:

- Catch Basin
- Drop Inlet
- Manhole
- Pipe Segment
- Pipe End Inlet
- Pipe End Outlet

SADES and Town data were combined into one dataset. When SADES and Town data overlapped, the Town data was used in the combined dataset. Overlapping data are shaded in green in the appropriate “SADES” worksheet. Town or SADES did not include useful information such as, installation date and estimated remaining useful life, condition, likelihood of failure, consequence of failure, or overall risk ratings. Therefore, for efficiency purposes, only pipes, catch basins, and outfalls were pulled from the datasets and rated. Also, drop inlet, junctions, driveway culverts, etc. were not included due to low cost of replacement/rehab and low numbers inventoried. All original Town and SADES data collected is included in the asset inventory Microsoft Excel workbook as separate worksheets and in ArcGIS shapefile format. As discussed with the Town, privately owned assets were removed from the inventory but can be easily added back if the Town prefers. SADES data did not include owner information. However, SADES data along State roads were removed from the combined asset inventory. It is recommended that this information be included in the asset inventory to aide in the identification of illicit discharges, interconnections, etc. in accordance with the NH MS4 permit requirements.

The Town provided copies of catch basin and drain pipe inspection forms (440) completed during catch basin cleaning in 2021 and 2022. Catch basin information in the asset inventory was updated based on the completed forms, including the condition and materials. The following catch basin inspection form information was not included because the street or location of the catch basin was not included in data provided by the Town or SADES: Chappelle Street, East Meadow, Kline Way, Keystone Lane, Mills Falls, M. Parking Lot, Public Works Parking Lot, Town Hall, Village Lane, and Waco. In addition, there were only 24 Main Street catch basin inspection forms versus 31 entries in the asset inventory.

As part of the Town’s CWSRF loan with Principal Forgiveness, an intern was hired to assist with data collection of inventoried assets. The Town assisted the intern with collection of GPS data for catch basins

and stormwater pipes, mostly in the village of Suncook in July 2022. GPS data was used to update condition and operation and maintenance (O&M) ratings of catch basins and pipes.

In general, data gaps and assumptions are included as notes in the Asset Inventory Microsoft Excel file.

Pipes with missing information is scattered and includes the following:

Pipes Missing Width: 487 (total)

Pipes Missing Material: 424 (total)

Pipes Missing BOTH: 315

The Asset Inventory is included as **Attachment C**.

C. Asset Mapping

A majority of the Town's assets were mapped by CAI. The Town has located and inventoried a majority of their stormwater assets with the exception of assets installed and/or updated since 2018. The asset inventory should be updated to include assets that have been installed and/or modified since 2018. In addition to CAI mapping, the SADES data includes mapping of mostly State and interstate roadway structures.

D&K conducted a conditions assessment site visit on July 23, 2021 to evaluate stormwater assets. Based on the budget and the goals for development of the AMP, D&K inspected as many assets as possible in one day to collect a representative sampling of assets within the Town. Thirty one (31) recently maintained/cleaned assets were inspected for structural and operational integrity. In addition, as noted above, an intern inspected recently cleaned catch basins in July 2022. Data collected from these inspections was incorporated into the asset inventory as appropriate. It is recommended the Town perform inspections of the remaining assets and update the asset inventory data as necessary.

D. Naming Convention

Data provided by the Town and SADES did not include unique identifiers aside from identification numbers automatically assigned by the ArcGIS software. Throughout the development of the AMP, the ArcGIS assigned OBJECTID for Town data and the SADESID for SADES data were used for identification purposes. As part of the AMP development, a naming convention was established by the Town for stormwater assets. The following naming convention provided below can be used as data is updated.

CB = Catch Basin (M=Manhole, O=Outfall, DI=Drop Inlet, P=Pipe, B=Stormwater Basin)

1234= House Address

ABCD = Street Abbreviation (Use first and last letter of 1st word, first letter of 2nd word, if applicable, and 1st letter of roadway type: e.g. S=street, R=road)

1234 = Catch Basin Number

CB-3201-PEHR-0345 is the Catch basin near 3201 Pembroke Hill Road, number 345

The naming convention under Example 1 was used by the intern, as mentioned above, while collecting data with the GPS and was incorporated into the Asset Inventory Excel database. It is important to note that the street abbreviations should be created in advance of field work and asset inventory updates to avoid inconsistencies in abbreviations between similar street names. Alternatively, the following naming convention can be used if the Town finds the above too cumbersome. The following naming convention uses the acronym of the feature and the ArcGIS OBJECTID_1 number.

CB = Catch Basin (M=Manhole, O=Outfall, DI=Drop Inlet, P=Pipe, B=Stormwater Basin)

1234 = Catch Basin Number

CB-1234

E. Inventory Maintenance

The asset inventory and risk assessment should be updated at least annually and should address new assets, and assets removed, repaired, or rehabilitated (cleaned). An audit of the risk assessment and the asset inventory should be done annually by the Town.

Each asset within the inventory should include, but not be limited to the following:

- Identification number (i.e., unique number assigned to the asset)
- Asset type (i.e., "catch basin")
- Location (i.e., street name/address, GPS coordinates, house/building number)
- Material
- Condition
- Year Installed
- Street
- Estimated replacement cost
- Photos (if possible)

IV. Level of Service Workshop

In accordance with the NHDES CWSRF loan forgiveness requirements, the Level of Service (LOS) workshop shall include at a minimum the following elements:

- *the LOS goals identified by the community;*
- *identification and description of all stakeholder groups;*
- *the review frequency for the LOS goal attainment; and*
- *the process to evaluate attainment with LOS goals and to set new goals.*

A virtual LOS workshop was conducted on October 6, 2021. The presentation provided during the workshop is included as **Attachment D**. Attendees included VJ Ranfos (Pembroke Public Works Director), Deborah Loiselle (NHDES Stormwater Coordinator), Michael Hildenbrand (D&K), Christopher Rivet (D&K), and Aimee Rutledge (D&K).

A *LOS Statement* and *SMARTER Goals - Stormwater Level of Service* matrix were developed as a result of the LOS workshop and subsequent coordination with the Town (see **Attachments E** and **F**, respectively). The *LOS Statement* identifies Low, Medium, and High levels of service for stormwater outfalls, interconnections, manholes, catch basins, pipes, ponds, and proprietary stormwater technology. The Town chose to meet the goals of the minimum or Low LOS.

The SMARTER (Specific, Measurable, Attainable, Relevant, Time Bound, Evaluate, and Reassess) matrix provides a method to track stormwater LOS goals for Customer Service, Environmental Regulatory Requirements, and Financial. The SMARTER matrix is not all inclusive and can be updated by the Town to include goals for additional asset categories.

A second LOS workshop was held at the Pembroke Town Hall on November 16, 2021. Brainstorming questions were provided to the Town in advance of the workshop. Questions and responses are provided in Attachment D. Attendees included VJ Ranfos, David Jodoin (Town Administrator), Mike Vignale (KV Partners, LLC/Town Engineer), Deborah Loiselle, Jordan Farry (Town Public Works), Adam Mendoza (Town Public Works), Michael Hildenbrand, and Aimee Rutledge (see attached sign-in sheet, Attachment D).

As a result of the second LOS workshop additional stakeholders were identified and updates to the SMARTER matrix, asset inventory, and the LOS were discussed. In addition, the Town Planner, Carolyn Cronin, provided the following comments/questions:

Does the Town have enough staff and budgeting to keep up with maintaining and repairing the stormwater system, complying with MS4 mandates, and monitoring and responding to stormwater violations around town. It seems that with everything towns are required to do under MS4, additional budgeting and staff should be explored/expected. As a follow up to that question, how does town staffing and budgeting fit into new residential development. We can require that new subdivisions be responsible for their stormwater systems (like San Ken Homes), but ultimately if the homeowners fail to do maintain it and the system fails, aren't we inheriting the violations down the line as their failed system gets into the town system? How do we plan (financially and otherwise) to possibly pick up the slack on private stormwater systems.

In response to the Town Planner comments, the workshop attendees discussed exploring additional funding options, such as, a stormwater utility/fee, and requesting annual reports from private developments/home owner associations regarding operation and maintenance of their stormwater assets. Consideration of a stormwater utility is further detailed in Section VII.E. of this report and annual reporting is included in the SMARTER – Stormwater Level of Service Matrix (See Attachment F).

V. Prioritization of Assets

In accordance with the NHDES CWSRF loan forgiveness requirements, the prioritization of assets shall include at a minimum the following elements:

- *prioritization method used;*
- *the checklists and SOPs to determine and update condition assessments of inventoried assets;*
- *criteria and SOPs needed for the community to update the prioritization and condition*
- *assessments going forward; and*
- *graphical representation of the results for staff to use in reporting to management.*

A. Risk Assessment

A risk assessment was conducted by evaluating the probability of failure, known as the POF, and the consequence of failure, known as the COF for each asset. Assets with the highest probability of failure were assigned a POF of 5, whilst assets that maintained the lowest probability of failure were given a 1. The consequence of failure was assessed on a scale of 0 to 5, also known as the criticality rating. Assets with the highest consequence of failure were assigned a COF of 5 and assets that maintained the lowest consequence of failure were given a 1.

COF ratings take into consideration the pipe size; road safety or vehicles per day; the distance of the asset from public health facilities, such as, medical facility, fire department, police department, and school; and distance from to an impaired and unimpaired waterway. Surface waters referred to as impaired are on the 303(d) list developed by the State. The 303(d) List includes surface waters that are:

1. *Impaired or threatened by a pollutant or pollutant(s).*
2. *Not expected to meet water quality standards within a reasonable time even after application of best available technology standards for point sources or best management practices for nonpoint sources.*
3. *Require development and implementation of a comprehensive water quality study (i.e., called a Total Maximum Daily Load or TMDL study) that is designed to meet water quality standards.*

The Soucook and Merrimack Rivers are listed on the 2018 303(d) list as impaired for pH and dissolved oxygen, respectively. Impaired waterways can be found on the NHDES Surface Water Quality Assessment Viewers here: <https://nhdes-surface-water-quality-assessment-site-nhdes.hub.arcgis.com/>

COF ratings were completed for the pipes, catch basins, and outfalls. COF rating for remaining assets, such as, manholes and drop inlets, were not completed due to limited information and funding constraints. It is recommended that the Town complete the COF ratings for all drainage structure assets located in the asset inventory.

Structural risk ratings (POF) for pipes were based on available date installed and pipe material to determine the life expectancy. Structural ratings for catch basins were based on the structure condition. NAASCO's Pipeline Assessment Certification Program (PACP®) and the Structural Quick Rating were referred to when completing the structural ratings (see **Attachments L and G**, respectively). The operation and maintenance (O&M) ratings for pipes were based on available information in the Comments field. According to the Town, all catch basins were cleaned in 2021 and 2022 and therefore, O&M ratings were 1 for recently cleaned. It should be noted that a structural risk rating of 1 was used when there was a lack of information to appropriately assign a rating. A zero probability was not used because no asset has virtually zero risk. There is always at least a small chance the asset could fail. POF ratings were completed for the pipes and catch basins. POF rating for remaining assets, such as, outfalls, manholes and drop inlets, were not completed due to limited information and funding constraints. It is recommended that the Town complete the POF ratings for all drainage structure assets located in the asset inventory.

A breakdown of POF and COF ratings and descriptions are provided as **Attachment G, Risk Assessment Assignments**.

The risk associated with each asset is the product of the COF and POF. The severity of the risks are visualized in the matrices below, with a low risk, shown as green, to high risk, shown as red. Instructions for updating these matrices are provided in the Training Manual (see **Attachment K**). A detailed risk assessment is included in the asset inventory in **Attachment B**. Tables 2 and 3 below illustrate the POF and COF risks for pipes and catch basins, respectively.

Table 2. Pipe Asset Risk by Risk Score

		CONSEQUENCE OF FAILURE (Criticality)				
		Insignificant (0-1)	Minor (1.1-2)	Moderate (2.1-3)	Major (3.1-4)	Severe (4.1-5)
PROBABILITY OF FAILURE (Condition)	Certain (5)	18	86	1	0	0
	Likely (4)	10	13	2	0	0
	Possible (3)	1	5	1	0	0
	Unlikely (2)	35	141	50	0	0
	Rare (1)	319	415	121	6	0

Table 3. Catch Basin Asset Risk by Risk Score

		CONSEQUENCE OF FAILURE (Criticality)				
		Insignificant (0-1)	Minor (1.1-2)	Moderate (2.1-3)	Major (3.1-4)	Severe (4.1-5)
PROBABILITY OF FAILURE (Condition)	Certain (5)	0	0	0	0	0
	Likely (4)	1	8	0	0	0
	Possible (3)	2	6	0	0	0
	Unlikely (2)	10	38	0	0	0
	Rare (1)	178	563	30	0	0

The Town Catch Basin and Drainage Pipe Inspection forms can be used to collect data to update conditions assessment of inventoried and new data.

The implementation of an AMP is predicted to reduce the probability of total pipe and drainage structure failure and to assist with financial planning. At a minimum, the plan outlines the replacement of pipes and drainage structures prior to their failure, which should reduce the possibility of expensive emergency repairs. The definition of criticality ratings will also assist in selecting areas that are more likely to result in costly repairs if total pipe and drainage structure failure occurs. This allows for the prioritization of inspection and repair/replacement/rehabilitation of pipes and drainage structures in this area.

The higher rated assets should be prioritized. Prioritization based on criticality helps identify those assets that are high, moderate and low risk.

VI. Life Cycle Cost Analysis

In accordance with the NHDES CWSRF loan forgiveness requirements, the life cycle cost analysis (LCCA) shall include at a minimum the following elements:

- *the LCCA completed to date;*
- *how the LCCA will be updated as additional information becomes available going forward;*
- *and*
- *how the LCCA will be used for cost effective equipment selection in the future.*

Life cycle costing is a method that provides an estimate of the total capital, operating, and maintenance costs for an asset over its operating life.

The LCCA completed to date includes stormwater pipes only due to the lack of information for other assets. Several repair, replacement, rehabilitation/O&M options were researched to compile cost estimates associated with this AMP. Replacement options were obtained from the NH Department of Transportation (NHDOT) 2020 average construction costs worksheet. When costs were not readily available through the NHDOT, alternative resources, such as the Vermont Agency of Transportation, New York State Department of Transportation, and local storm sewer distributors and contractor costs for 2022 were used. Replacement costs do not include the price of labor to remove existing pipes and earthwork for installation of new infrastructure. Further, costs do not reflect the disposal of removed materials (although these are provided per foot in the Disposal Costs worksheet of the Excel document. Pipe materials consisting of polyvinyl chloride, vitrified clay pipe, asbestos cement, and in some cases corrugated metal pipe, would be replaced with polyethylene pipe (HDPE).

O&M costs, including rehabilitation and cleaning, for stormwater pipes were provided by Eastern Pipe Service located in Bow, NH (2019) and NHDOT 2022 average construction costs for slip lining pipes.

In some instances, costs for certain pipe size and material were not readily available and therefore, available pricing from 2019 was used and inflated by 20%. In general, adjustments for missing costs, modifications, or other notable discrepancies are noted in the Asset Inventory Excel document, **Attachment C**.

Updates to the LCCA include updating the Pipe Pricing, Rehabilitation, and Disposal Costs Excel worksheets when additional information, including pipe prices, becomes available.

The LCCA can be utilized to quickly compare costs between differing pipe sizes and materials to determine the most appropriate asset maintenance approach depending on the Town budget. In the future, the LCCA can be updated to include additional assets. The LCCA is included as a separate worksheet in the Asset Inventory workbook. A snapshot of the Asset Inventory is provided as **Appendix C**. The complete Asset Inventory workbook has been provided to the Town Administrator and Public Works Director as an Microsoft Excel file.

VII. Funding Strategy

In accordance with the NHDES CWSRF loan forgiveness requirements, the funding strategy shall include at a minimum the following elements:

- *the funding strategy;*
- *the revenue needed for long-term sustainable management and operation of the wastewater and/or stormwater system;*
- *additional data that is needed to fully understand the cost of providing the wastewater and/or stormwater services; and*
- *recommendations, including examples, for collecting the additional data needed.*

The funding strategy outlines the levels of funding required to achieve low, medium, and high levels of service. Also outlined are available sources of funding, gaps in funding, various repair methods, and potential alternative sources of funding.

A. Assumptions and Qualifications

Note that the provided yearly estimates do not include inflation over the 50 year period and are based on costs as indicated in the Pipe Pricing worksheet of the Asset Inventory. Further, as not all pipes have been inspected and rated, these estimates are based on percentages of rated pipes, and should be considered approximate only.

Finally, 397 town owned pipes from the most comprehensive dataset available did not have sufficient data to provide replacement cost estimates due to missing pipe size and/or material information. Therefore, the replacement cost was adjusted and increased by the percentage of pipes without known individual replacement costs. This document has been prepared to assist in budgeting and to demonstrate the potential financial ramifications of the various levels of service. Additional assumptions and qualifications are provided in the respective Asset Inventory and Predictive Costs spreadsheets, see Attachments C and H. A snapshot of the Asset Inventory is provided as Appendix C. The complete Asset Inventory and Predicted Costs workbooks have been provided to the Town Administrator and Public Works Director as an Microsoft Excel file.

B. Potential Savings

Due to the unpredictable nature of attempting to predict total pipe failure, it is impossible to accurately estimate when failures will occur, and when they may cause expensive issues and emergency fixes. Potential failures may cause the system to go down, resulting in unauthorized discharges to waters of the State, or damage to other infrastructure both public, private, and State. Further, unexpected pipe failures often require emergency repairs. These repairs often require overtime pay for responders/laborers, and do not allow for the research of a cost-saving alternative. Some repairs will then have to be fixed again after the initial repair to restore primary functions. This AMP will assist the Town with identifying areas of concern prior to becoming an emergency and/or expensive repair.

This plan outlines various levels of service and the yearly funding requirements to meet these goals. At a minimum, the plan outlines the replacement of pipes and drainage structures prior to their failure based on the COF and POF ratings, which should reduce the possibility of expensive emergency repairs. The definition of criticality ratings will also assist in selecting areas that are more likely to result in costly repairs if total pipe and drainage structure failure occurs. This allows for the prioritization of inspection, repair/replacement/rehabilitation and proper operation and maintenance of pipes and drainage structures in this area. While these savings may not be calculated, their importance should not be understated.

C. Current Budget

Pembroke currently budgets approximately \$35,000 for stormwater management, which includes operation and maintenance, such as, catch basin cleaning and repair. In addition, the Town has access to

\$35,000 from a capital improvement plan for infrastructure repairs, replacement, and rehabilitation efforts. These monies are the main source of funding available for projects to improve or maintain stormwater infrastructure.

D. Gaps in Future Budgets

Assuming 2023 will be the first year of the implementation program, the following years have been identified as having gaps in funding for low level of service: 2023 to 2027 and 2054 to 2073. The average gap is estimated at \$13,000 per year. The budget gaps/deficits for each level of service are shown in the table below in parentheses. An explanation of the Low, Medium, and High LOS schedule and costs are provided in Section J. The gaps do not account for funds within the Town budget that would ordinarily go toward catch basin cleaning. The gaps in the Town's budget may be supplemented by loans from the State of New Hampshire's CWSRF Loan Program, or other identified funding sources.

Table 4. Budget Gaps for Low, Medium, and High LOS

Years	Low LOS	Medium LOS	High LOS
1 (2023)	\$ (41,603.14)	\$ (274,607.32)	\$ (354,822.38)
2 – 5 (2024 - 2028)	\$ (58,569.50)	\$ (24,797.66)	\$ (29,255.32)
6 - 10 (2029 - 2033)	\$ 4,901.01	\$ 44,767.95	\$ 41,998.53
11 to 15 (2034 - 2038)	\$ 49,999.20	\$ 48,456.86	\$ 12,445.83
16 - 20 (2039 - 2043)	\$ 53,688.11	\$ 16,761.36	\$ 12,445.83
21 - 25 (2044 - 2048)	\$ 24,135.42	\$ 21,046.97	\$ (20,844.04)
26 - 30 (2049 - 2053)	\$ 24,135.42	\$ (47,663.74)	\$ (20,844.04)
31 - 35 (2054 - 2058)	\$ (84,890.66)	\$ (47,663.74)	\$ (20,844.04)
36 - 40 (2059 - 2063)	\$ (84,890.66)	\$ (47,663.74)	\$ (20,844.04)
41 - 50 (2064 - 2073)	\$ (739.33)	\$ 6,019.40	\$ (14,447.82)
Total	(\$113,834.13)	(\$305,343.66)	(\$415,011.49)

The predicted replacement and cleaning costs for pipes and budget gaps are provided as a Microsoft Excel spreadsheet in **Attachment H, Predicted Costs**. The Predicted Costs spreadsheet is meant to be a living document and updated to reflect current pipe ratings and costs.

E. Alternative Funding Sources

In conversations with Deborah Loiselle, Stormwater Coordinator for the NHDES, the CWSRF Loan Program was identified as the main source of potential funding to supplement stormwater related projects. In 2021 a CWSRF Loan for Planning category of loans qualifying for up to \$75,000 of principal forgiveness was identified by the State. These loans may be used to evaluate infrastructure, determine feasibility of a project, and cover the design process up to preliminary designs. To complete final design permitting and

implementation a low interest construction loan may be obtained. In 2021, the CWSRF program identified a loan forgiveness for stormwater assets as being limited to a one-time program development eligibility. A maximum of \$30,000 in loan forgiveness on a loan made for asset management program development for stormwater assets. To complete final design, permitting, and/or implementation/construction, a CWSRF Loan under the Infrastructure category with low interest (set annually) and principal forgiveness (set annually) may be obtained. The CWSRF Loan Program has annual solicitations and pre-applications are ranked based on specific criteria. Projects are authorized for funding based on ranking and availability of funds.

By utilizing CWSRF funds under the Planning category, the Town may be able to complete a survey of their remaining pipe assets. By linking this to georeferenced data in ArcGIS (online via CAI Technologies or with Cartegraph), areas of advanced pipe degradation may be identified. Supplementing these data with criticality ratings will allow for project prioritization. Preliminary designs may then be compiled for these areas, maximizing savings by planning to address several pipes at once rather than on an individual basis. If one area is undergoing construction or pipe rehabilitation, it may be cost effective to address all the pipes in that area, even if they are not rated a 5.

NHDES should be contacted to determine if projects addressing MS4 stormwater activities are eligible. 319 and 604(B) grants are ineligible to meet NH MS4 requirements. Other funding sources that are not related to stormwater, but that were identified by the State were the State Aid Grant (SAG) and State Aid Grant Plus (SAGP) programs. Additionally, there is funding through the Drinking Water and Groundwater Bureau in the form of grants or loans for drinking water sources. However, as neither of these are directly applicable to stormwater, it is recommended that budgeting plans are formed without consideration of these types of grants. If sewer or drinking water infrastructure that intersects with stormwater infrastructure is updated, it may be possible to supplement grant budgets with Town monies to improve stormwater, but the likelihood of this occurrence is not great enough to include these sources of funding in budget projections.

The Town will consider adopting a stormwater utility to address the community's water quality needs and asset management. Under a utility structure, funds are typically collected from all property owners, including those that are tax-exempt, through annual fees based on the amount of impervious surface on properties. Impervious surfaces are areas that cover the ground and limit the infiltration of rainfall; they include any paved areas (driveways, sidewalks, parking areas, roads, buildings) and dirt, gravel, or other compacted areas (parking areas, roads).

F. Private Funding

By partnering with private entities, the costs of stormwater asset management and treatment may be reduced. For example, private land may be used to treat stormwater runoff, reducing the burden on the Town system. If a private entity is required to treat impervious surfaces, partnering with the Town may benefit both parties. The existing system could be utilized, but only if infrastructure updates were made, enabling replacement/rehabilitation of stormwater infrastructure at reduced costs to the Town.

G. Explanation of Costs

As stated previously, several repair, replacement, rehabilitation, and O&M options were researched to compile cost estimates associated with this AMP.

Costs from Eastern Pipe Service (Bow, NH) were provided in 2019. Eastern Pipe Service could not be reached for updated costs and therefore, 2019 costs were inflated by 20% for 2022 costs. Eastern Pipe Service performs rehabilitation by relining of metal, clay, and concrete culverts. Their costs do not include services such as heavy cleaning, de-watering, traffic control, etc. In areas where trenching is not feasible, relining culverts may prove a cost effective method to extend productive service life.

It is recommended that plastic pipes are replaced rather than rehabilitated. Therefore, a higher priority should be given to these pipes for O&M activities to prolong life cycles. Further, it is recommended that HDPE pipes be used in places that will not cause major disruptions to daily activities such as traffic flow, if and when they must be replaced (because rehabilitation is not a cost effective option).

H. Pipe Inspections/Ratings

Many assumptions were made to determine the structural and O&M rating of pipes due to incomplete or unsupported data. It is recommended that the Town perform CCTV inspections of pipes, prioritizing pipes within the Town's MS4 regulated area. CCTV inspections of pipes result in industry standard ratings and a more accurate depiction of the pipe conditions.

The Town has indicated that they will budget \$10,000 per year for Asset Management going forward. Assuming an average pipe lifespan of 50 years, this budget would allow for all the pipes to be inspected by the end of their lifecycle, which is not a practical use of the full asset management budget. Various material types and their associated life spans are provided in **Table 5** below.

Table 5. Stormwater Material Useful Life

Stormwater Asset	Estimated Useful Life (years)
Stormwater Pipes (Metal)	10 to 30
Stormwater Pipes (Brick/Stone)	50-60
Stormwater Pipes (Clay)	75-100
Stormwater Pipes (Plastic)	75-100
Stormwater Pipes (Concrete)	75-100
Stormwater BMPs*	10-20**

*BMPs are Best Management Practices. EPA's National Menu of BMPs for Stormwater can be found at this website: [National Menu of Best Management Practices \(BMPs\) for Stormwater / US EPA](#)

** Stormwater BMPs are highly dependent on the proper and timely operation and maintenance. There is a lack of research on lifespan on BMPs because they are a relatively new concept. The estimated useful life is based on professional opinion.

It is recommended that areas that have higher densities of poorly rated pipes be inspected first. Further prioritization for inspection should be based on the criticality ratings that were developed for this AMP. Another approach would be to inspect all pipes rated as 1 as these were often arbitrarily assigned a 1 due to no or very little data to provide an accurate rating. Following additional pipe inspections, the Predicted Costs (**Attachment H**) can be updated to prioritize pipes with 5 ratings for both structural and O&M.

Finally, by examining the percent of each type of pipe in each structurally rated group, compared to their overall composition of the rated dataset, it was determined that Corrugated Metal and Concrete Pipes are most likely to have a poor rating. These types of pipes should also be prioritized for inspection, so their relative need for replacement can be assessed.

I. Criticality Ratings and Budgeting

For years that there is a budget deficit, the criticality ratings should be considered in prioritizing which pipes should be replaced, if all are rated equally and review of the pipe inspection data has not revealed pipes that are close to failure.

J. Replacement Schedule and Costs

This plan outlines replacement of all pipes when they reach a 5 structural rating. Pipes rated 5 within the NH MS4 regulated area were prioritized. It was assumed that pipes that are rated a 4 currently will be rated a 5 within 10 years, pipes now rated 3 will be a 4 in 10 years, etc. This is based on an average of 50 years life expectancy and a consistent rate of decay.

The budget provided by the Town of Pembroke indicated \$35,000 for contractor work and materials per year, which includes catch basin cleaning. In addition, the Town has access to \$35,000 from a capital improvement plan for infrastructure repairs, replacement, and rehabilitation efforts. The budget was therefore assumed to be \$70,000 per year for replacement and maintenance costs.

Not all pipes in the Asset Inventory (**Attachment C**) included replacement costs due to missing information, including pipe width and material. The costs of replacement were adjusted to account for pipes that did not have replacement costs associated with them. The Predicted Costs spreadsheet provides costs for replacement of Town pipes only and cleaning of Town and State pipes. State pipes were included for cleaning since the Town is currently cleaning State owned catch basins. These costs considered only pipe replacement and maintenance, no catch basin/manhole/other infrastructure was included due to limited ratings data for these assets. However, to meet NH MS4 permit requirements, these assets must continue to be maintained. These calculations do not account for inflation.

Eastern Pipe Services provided a cost estimate that was used to develop maintenance/cleaning costs for this budget, but numbers should be considered approximate only since they were inflated 2019 costs.

1. Low Level of Service: Replacement Schedule and Costs

The Low LOS replacement schedule took into consideration the current budget of \$70,000, which also includes catch basin cleaning. The Low LOS focuses on replacing all pipes when they reach a 5 rating and prioritizing the 5 rated pipes in the NH MS4 regulated area within years 1 through 5 and the remaining 5

rated pipes within the next 5 years (years 6 - 10). It was assumed that pipes that are rated a 4 currently will be rated a 5 within 10 years, pipes now rated 3 will be a 4 in 10 years, etc. This is based on an average of 50 years life expectancy and a consistent rate of decay. The goal of the Low LOS is to get all of the pipes replaced within 50 years.

For the Low LOS estimate, it was assumed that 5% of all pipes, approximately 62 pipes, would be cleaned each year (which allows for all pipes to be cleaned once every 20 years). Therefore, approximately 12 pipes (approximately 20%) would be estimated to need heavy cleaning, which costs \$1,550 per day. For the Low LOS cost estimate, we assumed one day of heavy cleaning per year would be sufficient to clean 12 pipes.

2. Medium Level of Service: Replacement Schedule and Costs

This plan outlines replacement of all structurally rated 5 pipes within 2 years and 4 rated pipes within 10 years. It was assumed that pipes that are rated a 4 currently will be rated a 5 within 10 years, pipes now rated 3 will be a 4 in 10 years, etc. This is based on an average of 50 years life expectancy and a consistent rate of decay.

The improved maintenance schedule associated with the medium level of service (cleaning every 15 years), is assumed to improve the quality of the pipe throughout its lifetime, and possibly delay replacement.

3. High Level of Service: Replacement Schedule and Costs

This plan outlines replacement of all structurally rated 5 pipes within 2 years, 4 rated pipes within 5 years, and 3 rated pipes within 10-20 years. It was assumed that pipes that are rated a 4 currently will be rated a 5 within 10 years, pipes now rated 3 will be a 4 in 10 years, etc. This is based on an average of 50 years life expectancy and a consistent rate of decay.

The improved maintenance schedule associated with the high level of service (cleaning every 10 years), is assumed to improve the quality of the pipe throughout its lifetime, and possibly delay replacement.

VIII. Implementation Plan

In accordance with the NHDES CWSRF loan forgiveness requirements, the implementation plan shall include at a minimum the following elements:

- *a detailed description of the implementation plan;*
- *standard operating procedures for reference by staff;*
- *a description of staff positions and responsibilities relative to implementing and using the AM program on an ongoing basis; and*
- *a detailed description of the training completed during the AM program development.*

A SMARTER Stormwater Level of Service matrix was developed to track implementation of the AMP (see **Attachment F**). The SMARTER Stormwater Level of Service matrix is meant to be a working document and

should be updated at least annually, preferably during the annual budget planning process. Goals can be added or removed from the list to reflect adjustments to the Town's AMP.

In addition to the SMARTER Stormwater Level of Service matrix, the Asset Management Program, including all attachments, should be reviewed during the annual budget planning process and revised to show any material changes in service levels, risks, forecast costs and proposed budgets as a result of budget decisions.

The AMP should be reviewed and updated annually to ensure it represents the current service level, asset values, forecast operations, maintenance, upgrade/new and asset disposal costs and proposed budgets.

Table 6. AMP Team Members

Name	Title	Responsibility
David Jodoin	Town Administrator	Capital Improvement/Financial, Annual AMP Review
VJ Ranfos	Public Works Director	Annual AMP Review, AMP Update, Budget Review, Management of Operations and Maintenance of AMP and Assets
	Public Works Staff	Operations and Maintenance of Assets

Training is necessary to provide users of the AMP with the tools to implement a successful program. Training will target the Town DPW staff and other applicable users of the AMP. An Asset Management Training Manual was developed for the Town and is provided as Appendix M. Training for the AMP was completed on November 16, 2022 at the Pembroke Town Hall. The Town Administrator, Public Works Director and Public Works staff attended the training. The training program consisted of the following:

- Overview of this AMP document and attachments.
- Instructions on how to update the asset inventory and funding strategy spreadsheets.
- Instructions on how to update the SMARTER matrix and Communication Plan matrix documents.

IX. Communication Plan

In accordance with the NHDES CWSRF loan forgiveness requirements, the communication plan shall include at a minimum the following elements:

- *a detailed description of the communication plan with timelines for deliverables;*
- *a description of the recommended communication method for each stakeholder group;*
- *a proposed frequency for communication with each stakeholder group;*
- *an example communication format for each stakeholder group.*

A draft AMP Communication Plan matrix was developed to track the communication method, audience, frequency, and timeline (see **Attachment I**). The intent of the matrix is to be easily updated by the Town and distributed to the stakeholders.

In addition to the Communication Plan matrix, D&K with input from the Town, developed an AMP brochure to be used as a mailer to residents, businesses, etc. (see **Attachment J**).

In accordance with the CWSRF loan forgiveness requirements, a Wrap-Up Meeting was held on November 16, 2022 at the Town Selectboard meeting. The Wrap-Up Meeting addressed core elements required, presented results of the AMP, and addressed questions from the Selectboard. Wrap-Up Meeting presentation and handouts are provided as **Attachment M**.

X. Summary – Action Items

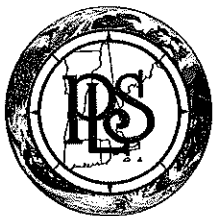
The following list contains recommended action items for the Town of Pembroke, NH as discussed throughout this Asset Management Plan. The recommended action items are grouped into Short-Term (1-2 years) and Long-Term (3-5 years) goals based on NH MS4 permit requirements and the Town's Vision Statement:

Short-Term (1-2 years):

- Amend the Asset Inventory with all excluded drainage structures (Town and SADES) and provide ratings for a more comprehensive inventory.
- Update all missing catch basin location information in the Asset Inventory, including the following catch basin locations as provided on the Town's 2021/2022 Catch Basin Inspection Forms: Chappelle Street, East Meadow, Kline Way, Keystone Lane, Mills Falls, M. Parking Lot, Public Works Parking Lot, Town Hall, Village Lane, Waco, and Main Street.
- Update the Asset Inventory to include assets that have been installed and/ or modified since the last inventory completed by CAI in 2018, such as new residential developments. Perform inspections of the assets and update the Asset Inventory data as necessary.
- Update the Asset Inventory, ratings, and risk rating matrices annually (at a minimum) to include new assets, and to address all assets removed, repaired, rehabilitated, or cleaned.
- Update the SMARTER LOS and Communication Plan Matrices to include goals for additional asset categories and communication goals and achievements.

Long-Term (3-5 years):

- Complete COF and POF ratings for remaining assets, such as, outfalls, manholes, and drop inlets,
- Update the LCCA to include remaining assets. The format and formulas provided in the Predicted Costs spreadsheet can be utilized to develop costs for remaining assets.



Promised Land Survey, LLC

PO Box 447, Derry, NH 03038
Tel: (603) 432-2112
www.PromisedLandSurvey.com

January 09, 2023

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

Re: Road Name request/s per recent Site Plan approval
"The Greens at Pembroke Pines II"
Land Owner of Record ~ Keystone Pembroke LLC

Dear Board of Selectmen,

Per the conditionally approved Site Plan of July 26, 2022 at the named development above, the Planning Board requested we reach out to seek approval of our two newly named Private Roads, namely "Par Drive" and "Greenside Way" (an excerpt attached herewith for reference).

Would you please affirm these names are acceptable to the Town, and associated departments, as we ready for final approvals on said Site Plans as the contractor intends to begin construction soon.

Thank you for your consideration!
Should you have any questions or concerns, please do not hesitate to reach out to me.

Respectfully,

Timothy A. Peloquin, LLS
Promised Land Survey, LLC

cc: Keystone Pembroke LLC
Pembroke Planning Board
PLS File #3270

State of New Hampshire
Department of Natural and Cultural Resources
Division of Forests and Lands
FOREST PROTECTION BUREAU

FOREST FIRE WARDEN APPOINTMENT FORM					
Date	01/10/2023	Town	Pembroke		District
20					
CANDIDATE INFORMATION					
Name	Paul Gagnon				
Mailing Address	247 Pembroke Street, Pembroke NH 03275				
E-mail Address	pgagnon@pembroke-nh.com				
Home Phone	(603)485-9069	Cell Phone	(603)491-4442		
Work Phone	(603)485-3621	Date of Birth	06/10/1955		
<i>By signing below, I understand and agree to being recommended for appointment to the position of Forest Fire Warden, and furthermore, that any badge, vehicle plate, ID card and/or other equipment issued to me by the state of New Hampshire is the property of the state of New Hampshire and will be returned at the conclusion of my appointment, as determined by the Director of the Division of Forests & Lands</i>					
/ /					
Candidate Signature					Date

MUNICIPALITY RECOMMENDATION	
<i>By signing below, the Selectmen/Mayor/Town/City/Manager recommend the above named person for appointment by the Director of the Division of Forests and Lands</i>	
/ /	
Chairperson, Mayor, Town/City Manager Signature	Date
/ /	
Selectman Signature	Date
/ /	
Selectman Signature	Date
/ /	
DELETE PREVIOUS APPOINTMENT OF	

DIVISION APPROVAL	
/ /	
Forest Ranger Signature	Date
/ /	
Director, NH Division of Forests and Lands Signature	Date

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
December 29, 2022 at 5:00 PM**

DRAFT,

Present: Selectman Karen Yeaton, Selectman Richard Bean, Selectman Peter Gagy, Selectman Rick Frederickson, Selectman Sandy Goulet

Staff: Town Administrator David Jodoin

Excused: Selectman Sandy Goulet

I. Call to Order:

Chairman Yeaton called the meeting to order at 5:00pm.

II. Manifests/Abatements

Selectman Goulet made a motion to accept the manifests and abatements as presented. Selectman Frederickson seconded the motion. Motion passed 5-0.

III. Finalize 2022 Encumbrances

Selectman Goulet made a motion to finalize the 2022 encumbrances as presented. Selectman Frederickson seconded the motion. Motion passed 5-0.

Police Chief Gaskell discussed the purchase of a 2023 7x16 enclosed trailer to hold and transport the departments two 4-wheelers since the old trailer is too small to fit the new machines. The old trailer will be moved to DPW to transport election equipment since that trailer purchase, which was approved last year, was never made. The cost of the new trailer is \$6,995. David explained there is money in the current year budget for this purchase.

Selectman Goulet made a motion to accept Chief Gaskell's proposal to purchase a new trailer in the amount of \$6,995. Selectman Bean seconded the motion. Motion passed 5-0.

VJ Ranfos, DPW Director, discussed the culvert replacement on Borough Road. Mike Vignale, Town Engineer, put the project out to bid again and 8 companies responded with bids ranging from \$101,550 to \$384,000. The lowest bid came from a company out of Vermont. Mike checked references, background checks, and did his due diligence and is comfortable recommending the company. The Selectman discussed the other companies who bid and their comfortability with Merrill Construction even though they may not have been the lowest bid. Merrill Construction is local and has been used many times over the years on other projects.

Selectman Goulet made a motion to award the bid to Merrill Construction for the culvert replacement on Borough Road. Selectman Frederickson seconded the motion. Motion passed 4-0. Selectman Bean abstained.

VJ Ranfos discussed the need for repair of approximately 660 feet of Robinson Road from Wellington Road to the Chichester town line. There is some money left in the paving line that can be used for this purpose. Advances Excavating gave an estimate for \$25,418.

VJ Ranfos explained the developer of the old Village School (30 High Street) was working with the Water Department to upgrade the water lines. It is the opinion of DPW that the contractor damaged an old water pipe while they were digging for new utilities. DPW was not aware of these lines being there since they were not shown on any town plans. The line runs under the old school, under their parking lot, and out to a catch basin. This damage caused the water to back up into a drain that then backup into a resident's house at 2 Simpson Ave. The digging work was done in September and the back up happened in December during the last rain/snow event. The property owner of 30 High Street does not want to go back and dig up the area the damage happened since he has completed upgrading all the utilities in that area. He would like to see the water diverted to a different area. VJ believes that in the long-term, diverting the water would benefit the Town because if the pipe is fixed and fails again at some point enough to cause catastrophic damage to the building, the town would now be liable. The proposal is to detour the water from going under the building to going outback and dumping into an established wetland. Mike Vignale is still looking into the possibility, but the estimates are coming in at \$55,240. David clarified the owner of the property was working off the information they received from the Town and with the Water Department. The property owner is saying nothing on the town plans shows this structure. He is questioning how the Town knows that he damaged it when no one knew it was there to begin with. It could have been slowly failing over time and when he disturbed the ground, it caused existing damage to get worse. David and VJ do not feel the Town should be on the hook for the entirety of the cost. The property owner has not seen the estimate from Advanced Excavating. If they encumber the funds, they will have it available to fix the line but will work with the property owner to share the cost.

Selectman Goulet made a motion to add \$55,240 to the 2022 encumbrances. Selectman Frederickson seconded the motion. Motion passed 5-0.

IV. Public Hearing on the Board Policy Regarding Authorization of Building Permits on Class VI or Private Roads Pursuant to RSA 674:41 and Notice of Limits of Municipal Liability/Responsibility Pursuant to RSA 674:41

Selectman Yeaton opened the public hearing at 5:31pm

Bruce Kudrick, 17 Dearborn Road, stated on page 1 of the application it states a map will be drawn to scale. Bruce is concerned about the lack of specificity of who is

drawing the map. Bruce thinks it needs to be more detailed as to if it is expected from the homeowner, an engineer, or a surveyor. There is additional concern for the accuracy of the map if it drawn by the homeowner. It could incorrectly list the parameters of the road because the road as traveled has shifted. Selectman Frederickson asked what the Planning Board asks for. David answered they need a surveyor. Selectman Yeaton stated this permit is simply saying yes, you can apply for a building permit. This does not allow the applicant to update a road. It does list criteria for consideration which includes the state of the road as it exists now. Kevin explained that in 5c of this document it lists improvements the homeowner has to make to the road in order to be approved. They could be making improvements to someone else's property and not the road. Selectman Goulet explained having a surveyed property keeps people from building on other people's property where years have gone by, and the property lines are now blurry. Selectman Yeaton stated that if the applicant is on any other class road and wants a building permit, they are not required to have a surveyor and doesn't think should these property owners be treated differently than anyone else. Bruce feels they should because these roads and property lines have not been maintained. A regular town road, the road has not shifted depending on use. Selectman Frederickson said people should have to show they own the property they want to build on. Steven Whitley, Town Attorney from Drummond Woodsum, shared the cost they would be imposing on homeowners would not be insignificant. There are two types of surveys, one for the property and one for the road leading to the property. They are very different things. There are also a lot of times that surveyors will not stamp and certify the survey. That would essentially leave those homeowners with useless property. Old records or conflicting deed information can make things difficult. Letter F in this section of the document is there to protect the Selectman in this situation. It states they are not certifying the location of the class VI traveled way within the public easement and shall have no bearing on any private right of abutting landowner and or claims of encroachment.

David Jodoin stated the Selectman are the last stop in this process. The applicant would have already been through Code Enforcement, Zoning Board, and the Planning Board. Selectman Gagyí shared concerns for when they are approved to build, they have setbacks that need to adhere to and one of the setbacks is from the roadway.

Selectman Yeaton asked if it is in the Select Boards purview to know the answers to all these questions in order for them to issue a building permit. Steven answered the question for the Selectman is if the building within 200 feet and is the road safe and passable. The survey proposal has more to do with the lot than the road which makes the survey unnecessary. David shared the purpose of the survey would be to ensure the applicant is not building on the town's road, towns right of way, or someone else's property because even with the disclaimer, he is legally unsure where that would end up in the future.

Selectman Yeaton shared concerns that they are putting distinct and unique conditions on property owners on Class VI roads. Since this technically can happen anywhere, if they are going to ask this of one class of applicants, it needs to be asked of all applicants. Steven stated that any building inspector in any community doesn't know for a fact where any property boundaries are, and they have to rely on representations made by property owners. When they submit the request, the owner certifies the information is correct to the best of their knowledge. Steven is concerned if they ask for proof, they may end up mediating disputes between property owners and explained there is language to allow the Board to ask for other information that it may reasonably require.

Rosemarie Michaud, 340 Beacon Road, shared concerns that if a building permit is given, then it would technically be an opening of a road. David said if it is a class VI road, then it would stay class VI. Rosemarie asked what happens if the homeowner needs police and fire. David said they need to sign a waiver understanding emergency services may not be able to show up. Selectman Goulet stated they have to have the ability to get a fire truck on the road but sign the waiver that understand that they may not show up. This is not designed for developers. Rosemarie asked if they have discussed this with other Towns that may have this in place. Selectman Goulet stated the language is taken from state statute and there are a number of towns with these types of waivers. This type of waiver is not unique to Pembroke

Selectman Yeaton closed the public hearing at 6:24pm

Selectman Yeaton asked if there is a need to clarify "a town accepted and maintained Class V or better road" in the language "no driveway access to the principal structure begins more than 200 feet from the intersection of the class VI or private road or class V or better road giving access." Steven doesn't think there needs to be a clarifying statement because a town accepted or town-maintained road is a class V road.

Selectman Goulet made a motion to accept the amended policy and waiver as presented. Selectman Frederickson seconded the motion. Motion passed 5-0.

V. Adjourn

Selectman Goulet made a motion to adjourn at 6:45 PM. Selectman Frederickson seconded the motion, and it was approved unanimously.

Karen Yeaton, 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.



Press Release

For Immediate Release

Posted: January 06, 2023

Contact

Kim Houghton, Communications Administrator
(603) 513-3030 | kimberly.c.houghton@doe.nh.gov

New Hampshire's cost per pupil continues to rise

CONCORD, NH — New data shows that New Hampshire's average cost per student is shifting closer to typical trends following a substantial spike during the pandemic, however the costs are still rising more quickly than they have historically.

"This week, the New Hampshire Department of Education released its newest cost per pupil data for the 2021-2022 school year. The new statewide average cost per pupil of \$19,399.97* is a 5.24 percent increase from the year prior," said Frank Edelblut, education commissioner.

Total operating expenses for the 2021-2022 school year were about \$3.5 billion in New Hampshire.

Pre-pandemic, the cost per pupil in New Hampshire increased, on average, about 3.1 percent (1.5 percent adjusted for inflation) each year from 2012 to 2019. However, for the 2020-2021 school year, the state average cost per pupil was \$18,434 — a 9.57 percent increase from the year prior — reflecting an increase associated with federal and state COVID-relief funds.

With the newest cost per pupil increase of 5.24 percent, it is important to note that student enrollment across the state, as previously reported [in this press release](#), is steadily declining with 161,755 students now enrolled in New Hampshire's public schools. As schools prepare their future budgets, local school districts will be grappling with high inflation costs, as well as the expiration of extraordinary levels of COVID-relief funding.

The statewide average for New Hampshire's cost per pupil has increased by 78.4 percent since 2000; during this same time frame, public school enrollment dropped by an average of 21 percent statewide.

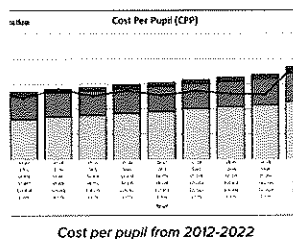
Included in this press release is an attachment that compares student enrollment for individual school districts and their cost per pupil throughout the past 20 years. Also attached is a summary of the cost per pupil for each district.

*The cost per pupil represents, with certain adjustments, current expenditures from all funding sources (local, state and federal) associated with the daily operation of schools. Payments to other school districts and private schools have been subtracted, as well as capital items, bond interest and facility construction. Revenues from the sales of lunches have also been excluded.

[Cost per pupil for school districts](#)

[Cost per pupil and enrollment for school districts](#)

[Historical financial reports](#)



Portable Document Format (.pdf) . Visit nh.gov for a [list of free pdf readers](#) for a variety of operating systems.



25 Hall Street | Concord, NH | 03301-3860
(603) 271-3494 | TDD Access: Relay NH 1-800-735-2964 |
info@doe.nh.gov

[Directions to NHDOE](#) >

[Subscribe to e-news](#) >

[NH Career and Technical
Education](#)

[NH Schools](#)

[iPlatform](#)

[myNHDOE](#)

[Educator Search](#)

[Right to Freedom from
Discrimination](#)

[COVID-19 Resources](#)

[NH Government Careers](#)

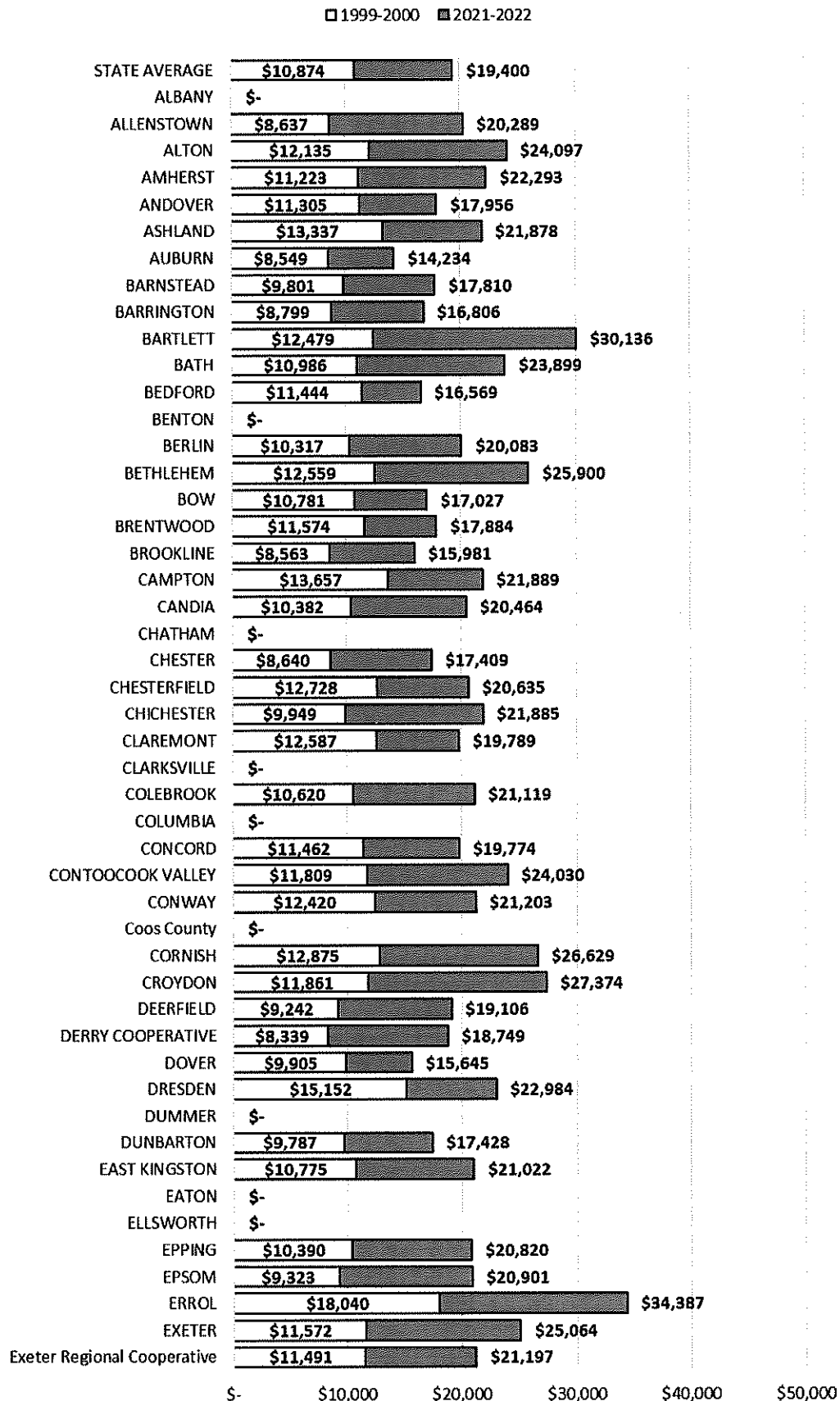
[NH Travel & Tourism](#)

[NH Web Portal - NH.gov](#)

[ReadyNH.gov](#)

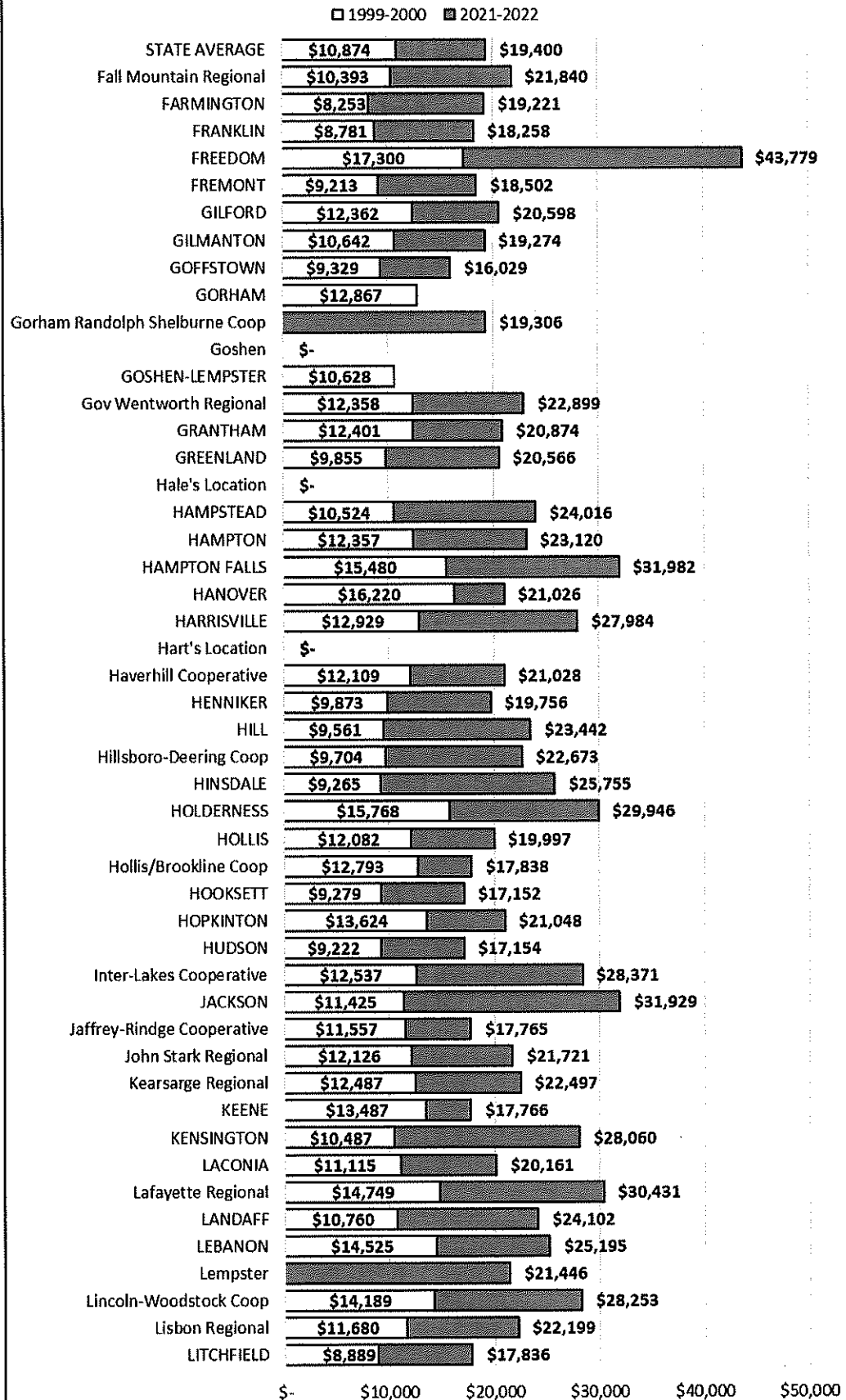
[Transparent NH](#)

Cost Per Pupil Increases By District From 2000 to 2022



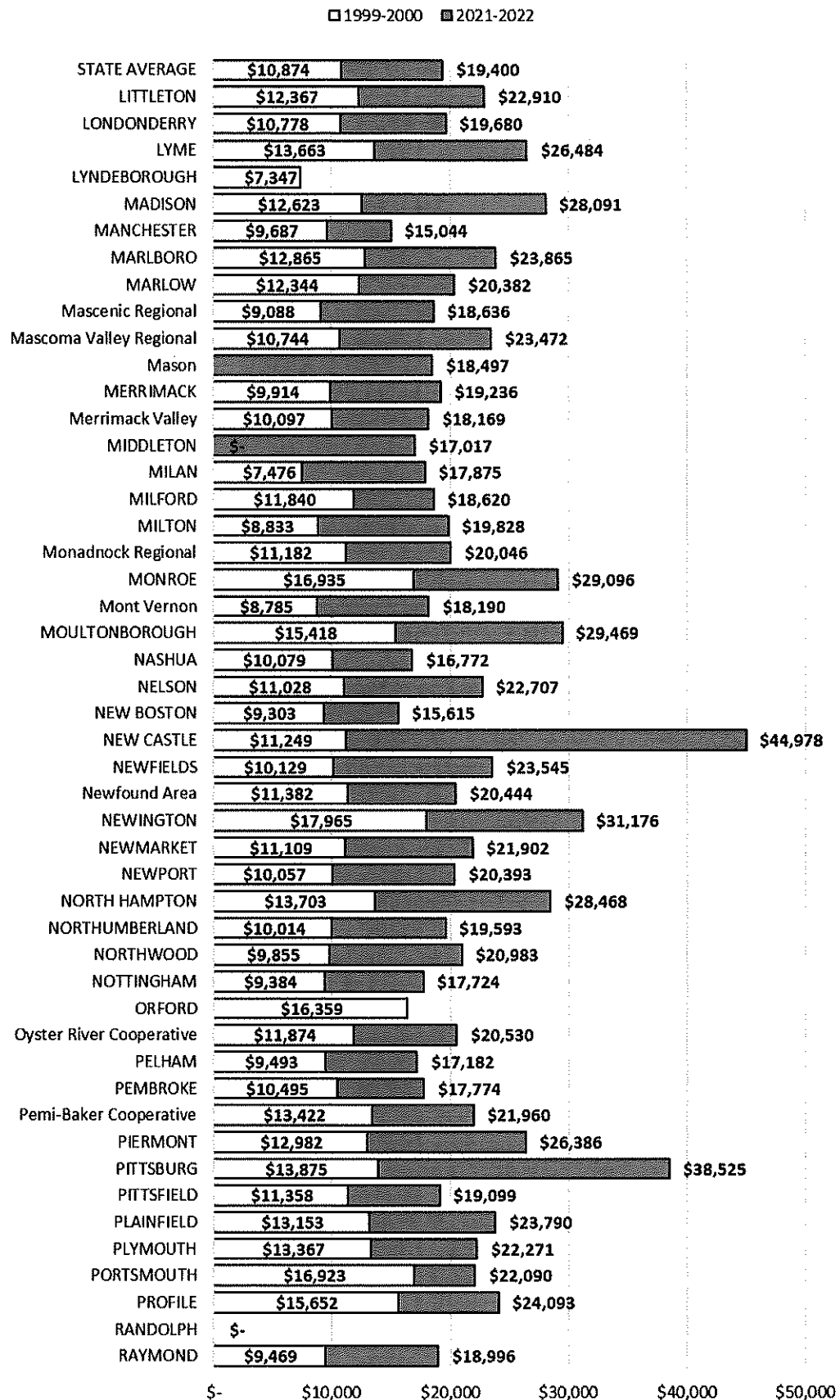
School Year 2000 CPP adjusted for inflation to be in 2022 dollars.

Cost Per Pupil Increases By District From 2000 to 2022



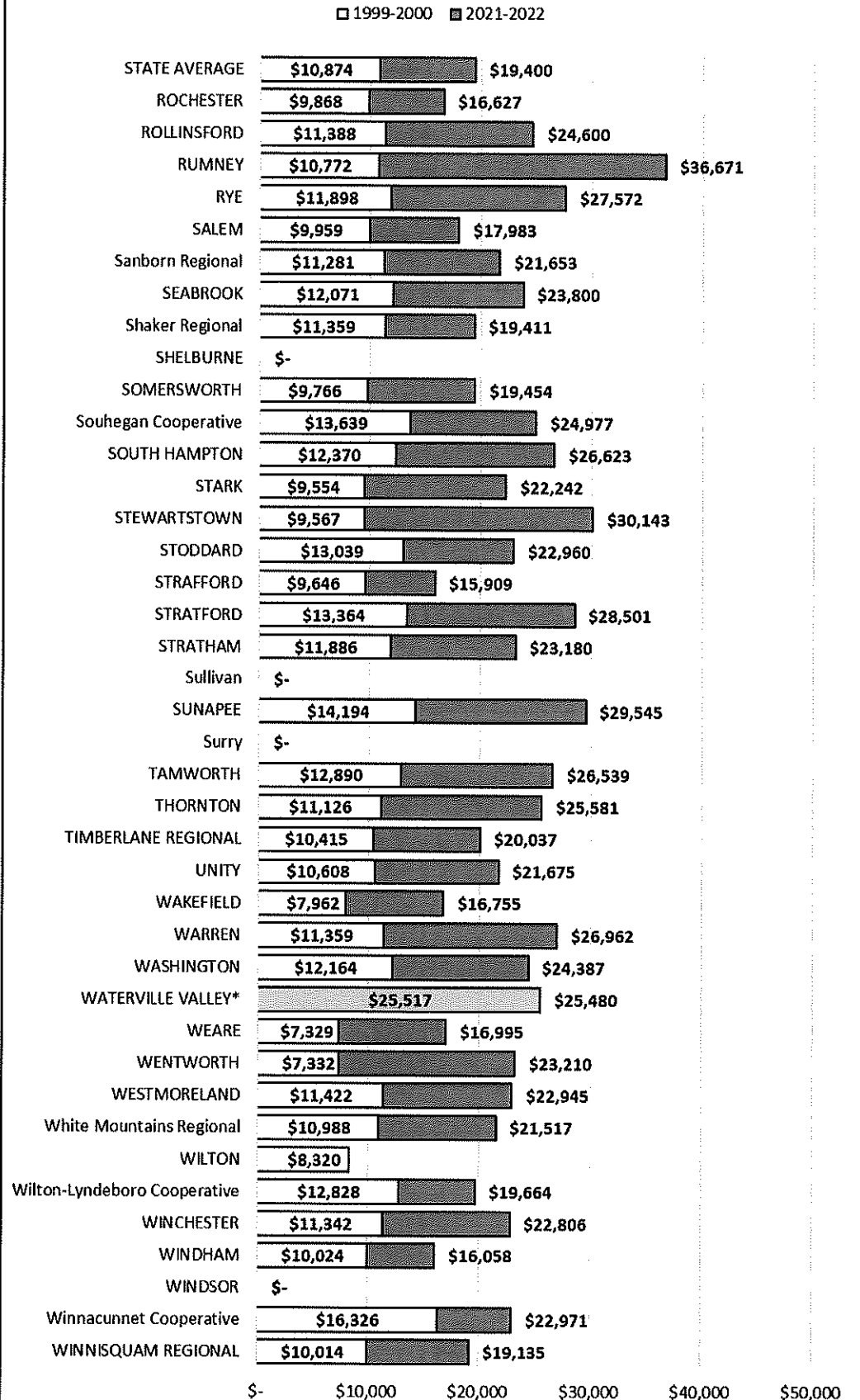
School Year 2000 CPP adjusted for inflation to be in 2022 dollars.

Cost Per Pupil Increases By District From 2000 to 2022



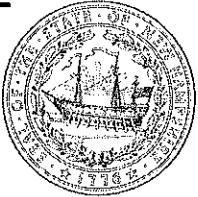
School Year 2000 CPP adjusted for inflation to be in 2022 dollars.

Cost Per Pupil Increases By District From 2000 to 2022



School Year 2000 CPP adjusted for inflation to be in 2022 dollars.

*Waterville Valley 2000 CPP exceeds 2022 CPP when adjusted for inflation. (2000=\$25,517, 2022=\$25,480)



Lindsey M. Stepp
Commissioner

State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 3718
Concord, NH 03302-3718
(603) 230-5000
www.revenue.nh.gov



Ora M. LeMere
Assistant Commissioner



PEMBROKE
311 PEMBROKE ST
PEMBROKE NH 03275-3234

Date: January 3, 2023
Letter ID: L0000589958
Case ID: 0-000-325-868

Assessment Review Notice

In order to satisfy the commissioner's duties under RSA 21-J:3 and 21-J:11-a, the Municipal and Property Division performs an Assessment Review process in every municipality at least once every 5 years. According to our records, your last assessment review was in 2018.

A representative from the Department will be contacting you about scheduling a meeting to go over the requirements of assessment review, as well as the project timeline. In addition to a municipal representative, we will require your assessing staff and/or any currently employed assessing contractor to be in attendance for this meeting.

If you have any questions about this letter, call us between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

New Hampshire Department of Revenue Administration
Municipal and Property Division
(603) 230-5950

RECEIVED
JAN - 5 2023
TOWN OF
PEMBROKE, NH

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.