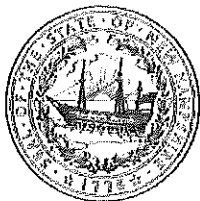


AGENDA
BOARD OF SELECTMEN
July 6, 2020 AT 6:30 PM
TOWN HALL, PAULSEN MEETING ROOM

- I. CALL TO ORDER
 - II. CITIZEN COMMENT
 - III. SCHEDULED MEETINGS:
 - IV. OLD BUSINESS:
 - a. Supervisors of the Checklist
 - b. Governors Emergency Order #56 - Budgets
 - V. NEW BUSINESS:
 - a. Appointments
 - b. OHRV Grant
 - c. Possible Changes to Energy Committee Membership
 - d. Sign Audit Letter
 - e. Manifest/Abatements
 - f. Minutes 6/15/20; 6/22/20 Non Public 6/8/20, 6/22/2020
 - VI. TOWN ADMINISTRATOR REPORT
 - VII. COMMITTEE REPORTS
 - VIII. OTHER/CITIZEN COMMENT
 - IX. Non Public Session
 - RSA 91-A:3 II (b) The hiring of any person as a public employee
 - RSA 91-A:2 (a) Strategy or negotiations with respect to collective bargaining
 - X. ADJOURN
- Residents can watch the meeting live by accessing the Town's website at www.pembroke-nh.com. Go to recorded meetings and click on Pembroke NH. If anyone has questions while the meeting is going on you can email the Town Administrator djodoin@pembroke-nh.com.



**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

CHRISTOPHER T. SUNUNU
Governor

**STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER T. SUNUNU, GOVERNOR**

**Emergency Order #56 Pursuant to Executive Order 2020-04 as Extended by Executive Orders
2020-05, 2020-08, 2020-09, and 2020-10**

Temporary Modification of Procedure Relative to Appropriations and Tax Payments

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on Friday, March 13, 2020, the Governor issued Executive Order 2020-04, An order declaring a state of emergency due to the Novel Coronavirus (COVID-19). The state of emergency has been extended four times through Executive Orders 2020-05, and 2020-08, 2020-09, and 2020-10; and

WHEREAS, the CDC reports that COVID-19 may be spread before an infected person shows symptoms of the virus; and

WHEREAS, in the days since the Governor declared a State of Emergency, the COVID-19 outbreak in New Hampshire has expanded significantly; and

WHEREAS, the Department of Health and Human Services, Division of Public Health has found that community-based transmission of COVID-19 continues to increase in the State and has been identified in all of the counties; and

WHEREAS, following the adoption of Emergency Order 23, which temporarily modifies municipal and local government statutory requirements, communities continue to face challenges related to their budgets; and

WHEREAS, towns, school districts, and village districts require a mechanism to reduce the tax burden on citizens who are facing unprecedented challenges as a result of the public health crisis; and

WHEREAS, even if the current State of Emergency is lifted prior to June 30, 2020, towns, school districts, and village districts whose fiscal years begin on July 1 and who have postponed their annual meetings due to the public health crisis, will not have sufficient time to appropriately notice and successfully pass an operating budget prior to July 1, 2020. This may present potential legal challenges to their ability to make ordinary and necessary expenditures in the fiscal year beginning July 1, 2020.

Now therefore pursuant to Section 18 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, it is hereby ordered, effective immediately, that:

1. Currently, under RSA 32:13, II, a local governing body is authorized to make expenditures between January 1 and the date a budget is adopted, which are reasonable in light of the prior year's appropriations and expenditures for the same purposes during the same time period. This authority shall also apply to those local governing bodies with fiscal years ending on June 30. As such, towns, school districts, and village districts whose annual meetings or parts thereof were postponed due to the COVID-19 emergency, are permitted to make such expenditures until the earlier of: (a) approval of an operating budget; or (b) September 1, 2020, unless such date is extended by further Emergency Order.

2. The governing body of a town, school district, village district, or county shall have the authority to reduce appropriations for any items as may be necessary to keep total expenditures of the town, school district, village district, or county within its total anticipated revenues. Consistent with RSA 32:13, I, this order "shall not be construed to imply that a local legislative body, through its actions on appropriations, has the authority to nullify a prior contractual obligation of the municipality, when such obligation is not contingent upon such appropriations and is otherwise valid under the New Hampshire law of municipal contracts, or to nullify any other binding state or federal legal obligation which supersedes the authority of the local legislative body." In towns that have adopted RSA Chapter 37 or RSA Chapter 49-D, the chief administrative officer shall make the recommendation to the governing body for approval. This action shall be taken at a public meeting, subject to the following requirements:

- Notice of the date of the public meeting shall be made public no less than seven days before the meeting; and
- At or before the public meeting, the governing body shall provide a report to the public that shows the relationship between the estimated and actual income and expenses to date, together with outstanding indebtedness and estimated future expenses.

This provision shall not affect or supplant any similar provision in a town charter. Any action taken pursuant hereto must be completed on or before the date on which the municipality submits its MS-1 to the Department of Revenue Administration.

3. Municipalities are authorized, during the State of Emergency declared in Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, and as may be extended by further Executive Order, to enter into agreements with property taxpayers for the payment of property taxes on an agreed schedule, which may include a reduction or waiver of any interest on such taxes. This authority may be exercised with respect to any property taxes assessed for the tax year beginning April 1, 2020, any taxes due for prior years, or both.

Given under my hand and seal at the Executive Chambers in Concord, this 25th day of June, in the year of Our Lord, two thousand and twenty, and the independence of the United States of America, two hundred and forty-four.



GOVERNOR OF NEW HAMPSHIRE



New Hampshire Fish and Game Department

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

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

June 18, 2020

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

Dear Chief Gilman:

Thank you for submitting an OHRV Law Enforcement Grant application to the New Hampshire Fish and Game Department. I am pleased to inform you that your agency has been approved for a grant in the amount of **\$3,960.00**. These funds must be used by **June 30, 2021**. They are to be used for OHRV wheeled vehicle enforcement purposes only and therefore, effectively utilized between the months of May through September.

I will notify you as soon as the contract has been approved. **It is anticipated that the effective period of the contract will be from final approval to June 30, 2021 and the rate of pay is \$45.00 per hour.** Until such time, I am requesting the following information be completed.

1. **STATE FORM P-37; Agreement between New Hampshire Fish and Game and your agency. There are three copies to be signed and notarized. They MUST be signed, notarized and initialed AFTER obtaining the authorization from the selectmen. The sections that MUST be completed are highlighted (sections 1.11, 1.12, 1.13, 1.13.1 1.13.2 and Contractors Initials and Date on pages 2, 3 and 4).**
2. **If you are the person signing the contract, according to Administrative Rules you MUST have the authority to enter into a contract with the State of New Hampshire. Only the Board of Selectmen within your town has the power to grant signature authority. The authorization MUST be CURRENT. Have them bring it up at a scheduled meeting and vote giving you the authority. They MUST include your name in the minutes authorizing you to enter into the contract on behalf of the town.**
3. **You MUST provide proof of Liability Insurance by providing a copy of the Town's Liability Insurance Policy, showing that the town's minimum limits are \$250,000 per claim and \$2,000,000 per incident.**
4. **There is an additional page to the contract titled Attachment A which lists Exhibit A, Exhibit B, and Exhibit C. Please read the attachment as the exhibits are additional conditions of the contract. If you have any questions about the attachment please contact my office as soon as possible.**

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

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

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

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

Two of the requirements of the contract are that you must submit a report of all activities, and you must submit an invoice for \$45.00 times the total amount of hours worked by each officer. Once the contracts have been approved, I will forward a copy of the *OHRV Wheeled Vehicle Detail Data Entry Form* with instructions on how to complete the form. This information is very important because at the end of each year I need to submit a report of all Off Highway Recreational Vehicle Law Enforcement Activities to several Legislative Committees. The activity of your Agency will be part of this comprehensive report. **** We are therefore requesting that your agency submit completed OHRV Wheeled Vehicle Detail Data Entry Forms along with invoices for payment within sixty (60) days of any detail being completed.**** As a reminder, all summonses go to the court that has jurisdiction over that town, not to New Hampshire Fish and Game.

I also need to remind you that the State of New Hampshire does not have the authority to enter into Mutual Aid Agreements for the purpose of these contracts. Therefore, your patrols are limited to the areas designated in the contract within your town unless you have a Mutual Aid Agreement with another Chief of Police specifically for the purpose of enforcing OHRV Wheeled Vehicle laws.

Thank you for your interest in this program and your assistance providing OHRV enforcement. Please return these documents as soon as possible. Please do not hesitate to contact me at 603-271-3129 or Michael.Eastman@wildlife.nh.gov if you have any questions concerning this process.

Sincerely,



Captain Michael G. Eastman
New Hampshire Fish and Game Department
OHRV/Snowmobile Program Coordinator

Enc.
MGE: mh

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Pembroke Police Department		1.4 Contractor Address 247 Pembroke Street Pembroke, NH 03275-1359	
1.5 Contractor Phone Number 603-485-9173	1.6 Account Number 20-07500-11830000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$3,960.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

ATTACHMENT "A"

EXHIBIT A

SCOPE OF WORK:

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

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

EXHIBIT B:

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

Total shall not exceed **\$3,960.00** as approved by Governor and Executive Council.

EXHIBIT C:

The New Hampshire Municipal Association cannot provide a list of municipalities that they provide Liability Insurance Coverage for. The current list of contracts expires on **June 30, 2020**. Those agencies not on the New Hampshire Municipal Association must provide proof of insurance prior to approval.

CHAPTER 158

ENERGY ADVISORY COMMITTEE

[HISTORY: Adopted March 13, 2007 Town Meeting Article #20; Board of Selectmen Meeting August 1, 2007]

158-1 Purpose

The general purpose of the Energy Advisory Committee shall be to develop goals and objectives to improve energy ~~effeciency~~efficiency of municipal buildings, facilities, equipment and vehicles to make them as energy efficient as possible and create a safer environment for the future.

§ 158-2 Membership and terms of Office

The committee shall consist of ~~three~~Five (35) regular voting members and two (2) alternate members, appointed by the Board of Selectmen, for staggered terms commencing on May 1 of each year. Whenever a regular member is absent or disqualifies himself the Chairperson shall designate an alternate, if one is present, to act in the place of the absent or disqualified member. A member of the Board of Selectmen shall also be appointed to the Committee as an ex officio nonvoting member.

§ 158-3 Duties and responsibilities.

- A. Conduct public meetings in accordance with RSA Chapter 91-A.
- B. Elect from its members a Chairperson, Vice-Chairperson and Secretary and adopt rules, procedures or by-laws.
- C. Maintain a permanent Committee file that includes but not limited to:
 - (1) Meeting minutes.
 - (2) Correspondence.
 - (3) Information.
 - (4) Reports

(5) Inspection records.

D. Investigate the use of alternative fuels to reduce greenhouse gas emissions and air pollution from municipal operations.

E. Seek grants to purchase new equipment and vehicles and implement programs that ~~wil~~will save energy costs and reduce air pollution.

F. Conduct an energy audit and develop an energy policy for the municipal operations of the Town of ~~pembroke~~Pembroke for the Board of Selectmen to review and adopt.

G. Explore feasibility of using new technology and renewable energy solutions, such as wind and solar power to increase ~~effeciency~~efficiency and conservation.

Selectman Goulet made a motion to appoint Selectman Goulet as Vice-Chairman to the Select Board. Selectman Bond seconded the motion. Motion passed 5-0.

Sub-Committee Assignments

Board Committee Assignments:

- Planning Board – Selectman Bond (Main) and Selectman Bean (Alt.)
- Conservation Commission – Selectman Crockwell
- Roads Committee – Selectman Yeaton (Main), Selectman Crockwell (Alt.)
- Recreation Committee – Selectman Bean (Main), Selectman Crockwell (Alt.)
- Capital Improvement Plan Committee – Selectman Goulet (Main) and Selectman Yeaton (Alt.)
- Budget Committee – Selectman Yeaton (Main) and Selectman Goulet (Alt.)
- Energy Committee – On Hiatus
- Facilities and Grounds Committee – Selectman Crockwell
- Union Negotiations – Selectman Crockwell (Main), Selectman Bean (Alt.)
- Solid Waste Committee – Selectman Bean (Main), Selectman Yeaton (Alt.)
- Economic Development Committee – Selectman Bean (Main), Selectman Goulet (Alt.)

Board Authorization for the Property Located at 2-4 Prospect Street

Selectman Goulet made motion to authorize David Jodoin to handle the closing on property located at 2-4 Prospect Street and to sign all the necessary documents. Selectman Crockwell seconded the motion. Motion passed 5-0.

Crack Sealing Bids

Selectman Goulet made a motion to award the crack sealing bid to Sealcoating Inc. DBA Indus in the amount of \$1.89/pound pending an updated certificate of insurance. Selectman Bond seconded the motion. Motion passed 5-0.

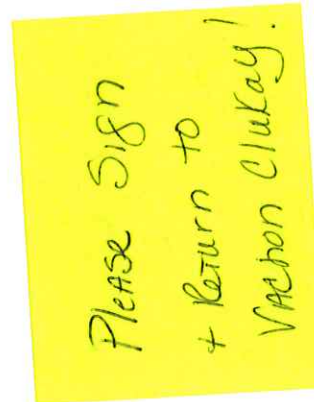
Manifests/Abatements

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

Minutes 3/2/20

June 12, 2020

Board of Selectmen and Town Administrator
Town of Pembroke
311 Pembroke Street
Pembroke, New Hampshire 03275



We are pleased to confirm our understanding of the services we are to provide the Town of Pembroke, New Hampshire for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Pembroke, New Hampshire as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Pembroke, New Hampshire's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Pembroke, New Hampshire's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual (Budgetary Basis)
- Schedule of Changes in the Town's Proportionate Share of the Net OPEB Liability
- Schedule of Town OPEB Contributions
- Schedule of Changes in the Town's Total OPEB Liability and Related Ratios
- Schedule of Changes in the Town's Proportionate Share of the Net Pension Liability
- Schedule of Town Pension Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Pembroke, New Hampshire's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we

will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining Balance Sheet – Governmental Funds – All Nonmajor Funds
- Combining Balance Sheet – Governmental Funds – All Nonmajor Special Revenue Funds
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds – All Nonmajor Funds
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds – All Nonmajor Special Revenue Funds

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Pembroke, New Hampshire's financial statements. Our report will be addressed to the Board of Selectmen of the Town of Pembroke, New Hampshire. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written

representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Pembroke, New Hampshire's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the Town of Pembroke, New Hampshire in conformity with U.S. generally accepted accounting principles based on information provided by you, convert the Town's cash basis records to accrual through adjusting journal entries proposed and approved by management, prepare depreciation schedules using estimated useful lives and depreciation methods determined by management, prepare GASB conversion entries, and prepare the State of New Hampshire Form MS-535. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services, cash to accrual conversion, depreciation schedules, GASB conversion entries, and Form MS-535, previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us

during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services, cash to accrual conversion of the Town's records, preparation of depreciation schedules using estimated useful lives and depreciation methods determined by management, GASB conversion entries, preparation of the State of New Hampshire Form MS-535 and any other nonattest services we provide; oversee the services by designating an individual, David Jodoin, Town Administrator, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Jarad J. Vartanian, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be based on the experience of the individuals involved (using standard billing rates) and the amount of work performed. You will also be billed for out-of-pocket costs such as travel, except that we agree that our gross fee, including expenses will not exceed \$20,735. Our invoices for these fees will be rendered monthly as work progresses and are payable on presentation.

This fee is based on anticipated cooperation from, and availability of, your personnel, the expectation that the Town's records will be in good condition, and the assumption that unexpected circumstances will not be encountered during the audit. If we believe that significant additional time is likely to be necessary in order to complete our audit procedures, we will attempt to discuss it with you and arrive at a new estimate before we incur significant additional fees or costs.

We appreciate the opportunity to be of service to Town of Pembroke, New Hampshire and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely yours,

Vashon Clukay & Company PC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Pembroke, New Hampshire.

Management signature: _____

Title: Town Administrator

Date: _____

Governance signature: _____

Title: Chairman, Board of Selectmen

Date: _____

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
JUNE 15, 2020 at 6:30 PM**

DRAFT

Present: Chairman Ann Bond, Selectman Mike Crockwell, Selectmen Richard Bean, Selectman Karen Yeaton

Excused: Sandy Goulet

Staff: Town Administrator David Jodoin

I. Call to Order:

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

II. Citizen Comment:

Holly Germain, 127 Glass Street, feels the noise ordinance should be amended to 9:00pm on weekdays and 10:00pm on weekends. Fireworks are being set off late at night disturbing families, pets, and veterans. There have been numerous complaints on Facebook about the fireworks. Holly has been in contact with the Chief of Police and the Fire Chief. David stated they discussed this in March and if they decide to amend the town code, they would need a public hearing.

III. Scheduled Meetings:

Public Hearings Town Code Revisions:

Selectman Bond opened the public hearing at 6:48pm.

Selectman Bond closed the public hearing at 6:49pm.

Selectman Bean made a motion to approve the changes to Town Code Chapter 160-5 Cemetery Fees, Chapter 193; Welfare Assistance Guidelines, and Chapter 66-5.1 Regulated Activity: White Sands Conservation Area as presented. Selectman Yeaton seconded the motion. Motion passed 4-0.

Chapter 191-10

Selectman Bond opened the public hearing at 7:02 pm.

Police Chief Gilman called into the meeting and explained that there are no parking signs on White Sands Road and in front of the gate on 1st Range Road. The changes to the town code will be to make parking without a sticker a \$20.00 violation but

parking in front of no the no parking signs a \$30.00 violation. The addition of the letter (f) on the Town Code gives the officers a code to write on the ticket referencing the violation in case the ticket is fought in court.

Chief Gilman also discussed placing stop signs on Micol Road where it meets Nadine Drive. There are concerns for excessive speed coming from the new development up to the light on Bow Lane.

Selectman Bean suggested adding a small speed table on Nadine Drive. Selectman Bean asked what the speed limit will be on Nadine once the development is complete. The Chief answered it will be 25 mph but they have the ability to make it whatever they feel is necessary.

Selectman Bond discussed concerns for traffic traveling from Donna Drive onto Nadine or Bow Lane. There are visual issues turning left to go up Bow Lane. The Chief agreed that there is an issue with turning left and will look to see if there are any foliage that can be cut back to improve sight lines. However, the Chief is apprehensive about putting up another stop sign there.

Selectman Yeaton and Selectman Crockwell expressed support for a three way stop at the bottom of Donna Drive.

David suggested adding a stop sign on Micol Road onto Nadine Drive, Nadine Drive westerly at Micol Road and to revisit the stop sign on Nadine Drive leading from the new residential neighborhood to older residential area once the development opens.

Selectman Bean asked when the road is expected to be opened. David stated that right now, they plan to come to the Selectman in October and ask them to formally accept the road.

Jennifer Plourde, Nadine Drive, shared her concerns and the concerns of several neighbors regarding the children in the area and increase in traffic. There are no sidewalks and the road is narrow.

Selectman Bond closed the public hearing at 7:16pm.

Selectman Crockwell made a motion to approve the changes to Town Code Chapter 191-10 (f); Prohibited Stopping Standing and Parking as presented and to add stop signs at Micol Road onto Nadine Drive and Nadine Drive westerly at Micol Road and to table Nadine Drive new residential to older residential until July 6th in Town Code Chapter 191-15; Schedule I: Stop Signs and Intersections. Selectman Yeaton seconded the motion. Motion passed 4-0.

IV. Old Business:

Discussion of Opening Memorial Field

David showed the new signs explaining that individuals using caution should do so at their own risks. Large gatherings are prohibited as long as the Governor's executive orders are in place.

The Board feels the community has the ability to regulate themselves.

Jennifer Plourde, Nadine Drive, called in to discuss Suncook Youth Soccer. As of now, they are only opening to travel leagues. The league is looking for practice space. NH Youth Soccer Association is allowing 25 players and coaches on the field at any given time. The girls are only allowed to use their own balls and they are not allowed to use the coach's equipment. The girl's belongings will all have separated designated areas. They are currently not playing games or scrimmaging. Games will likely not start until August/September.

Tanya Davis, President Suncook Youth Soccer, explained that they are hoping to start scrimmaging in July. David asked if they will be using the facilities. Tanya stated that they typically bring their own porta-potties to the field at their own expense which they sometimes share with the boy's baseball league. David asked how many they feel will be at the field. Tanya explained that when the travel program is going, they typically have 80 children and 10 coaches. Right now, the only team given authorization is girls U9. Tanya explained that they are having all the families sign liability waivers, specifically communicable disease waivers that cover COVID-19. They are fully insured under State Soccer Association which minimizes liability to the town.

Selectman Bean asked what the costs of the program are. Jennifer explained that travel is \$175 a season. Recreation teams are \$75 for fall and \$25 in the spring. Selectman Bean asked if they pay anything to the Recreation Commission. Tanya explained that they do not pay a fee but they contribute to the maintenance of the fields.

Selectman Yeaton made a motion to open Memorial Field for the summer season effective June 16, 2020. Selectman Bean seconded the motion. Motion passed 4-0.

David explained that Rose has received a request to hold a senior only Prom at Memorial Field. They would like to use a tent. David discussed this with the Department Heads in Town. They have concerns with closing off the park to just the people who are attending the prom. Dana from code enforcement suggested having them submit a detailed plan. The Fire Chief stated that if they use a tent, it must be fire rated and cannot have sides on it. Selectman Bond and Yeaton expressed concerns for why they are not holding a school event on school property. Selectman Yeaton would like to see a detailed plan. Selectman Bond will discuss this further with the School Board on June 16th.

V. New Business:

Approval of Letter of Credit

A letter of credit has previously been supplied to the Town for the Village at Pembroke Pines Development for \$44,965. The Town asked them to up the letter of credit to \$90,000. The letter of credit has been submitted to the Planning Board.

Selectman Crockwell made a motion to approve the letter of credit for Pembroke Pines in the amount of \$90,000. Selectman Yeaton seconded the motion. Motion passed 4-0.

Trust Fund Applications for Payment

Selectman Bean made a motion to authorize the following reimbursement requests from the Trustee of Trust Funds: Fire Major Capital Reserve Fund in the amount of \$7,954.00, Town Equipment Capital Reserve Fund in the amount of \$84,700.00, Property Revaluation Capital Reserve Fund in the amount of \$1,716.00, Police Cruiser Capital Reserve Fund in the amount of \$33,127.40, and \$5,052.60 from the Fire Small Equipment Capital Reserve Fund. Selectman Crockwell seconded the motion. Motion passed 4-0.

David explained that the loader was on a warrant article this past March. If the loader does not get replaced, it has some repairs that need to be done such as new tires, new brakes, and a new window. There is money in the capital reserve fund that can be used to replace or repair the loader. The repairs could be upwards of \$20,000. The current loader would be traded in if the choice was to replace. It has not gone out to bid yet. The Board decided to put out an RFP for a new loader.

The Police Cruiser funds will be withdrawn from the capital reserve fund and there will be a more accurate number at the next meeting in regards to cruiser replacement plus equipment. They likely will not be able to swap old equipment into the new cars. Selectman Bond asked if leasing is an option. David answered that it may be something they look into in the future.

Appointments

Selectman Bean made a motion to appoint Richard Wegenroth and Jackie Wegenroth to the Energy Committee. Selectman Yeaton seconded the motion. Motion passed 4-0.

Resignation

The Board accepts with regret the resignation of Bob Samson from the Energy Committee.

Manifests/Abatements

Selectman Yeaton made a motion to approve the manifests and abatements as presented. Crockwell seconded the motion. Motion passed -0.

Minutes 6/1/20, 6/8/20, Non-Public 6/8/20

Selectman Bean made a motion to approve the minutes of June 1, 2020 as presented. Selectman Yeaton seconded the motion. Motion passed 3-0.

Selectman Yeaton made a motion to approve the minutes of June 8, 2020 as presented. Selectman Crockwell seconded the motion. Motion passed 3-0.

VI. Town Administrator Report:

Department of Revenue Administration is asking for the tax collection as of June 15, 2020 versus June 15, 2019. So far this year, 19% of the commitment has been collected versus 13% last year. January – May, Motor Vehicle permit revenue is down by \$42,000 and interest income on the cash accounts is down by \$2,200.

More complaints are coming in about fireworks. The current noise ordinance is until 10:00pm on weeknights and 12:00am on weekends.

VII. Committee Reports:

Selectman Bond – Planning met and discussed the Selectman's discussion to hire someone to look at Zoning Ordinances. They have concerns for the cost and possibility of loss input. After one last review, the Master Plan is ready to be released on the website.

Selectman Bean – Recreation is meeting tomorrow night.

Selectman Crockwell – The lawyers for the Whittemore Estate are working on paperwork for the land donation. They are drafting a deed and will forward it to the town attorney for review. The Conservation Commission discussed the Poirier project and they decided to pay for the closing costs. The Committee also discussed the San-Ken Homes project and concerns for tree stands and hunting in the Range Road area. They discussed ATV's and washed out bridges on Kimball and 5th Range Road.

Selectman Yeaton – Budget Committee met and there are concerns about the rates on the December tax bills. Mark LePage was nominated as Chairman and Gerry Fleury was nominated as Vice-Chair. Going forward, the committee will meet once a month. The School has an estimated \$668,705 in anticipated funds to be given back to the town for tax relief. That is not including the \$82,500 warrant articles that still need to be funded

VIII. Other/Citizen Comment:

None

IX. Adjourn:

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

Ann Bond, Chairman

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

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
JUNE 22, 2020 at 6:30 PM**

DRAFT

Present: Selectman Mike Crockwell, Selectmen Richard Bean, Selectman Karen Yeaton;

Excused: Ann Bond; Sandy Goulet

Staff: Town Administrator David Jodoin

I. Call to Order:

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

II. Non-Public Session

Motion by Selectman Crockwell to enter non-public session in accordance with RSA 91-A:3 II (b) The hiring of any person as a public employee. Seconded by Selectman Yeaton at 6:37pm.

Roll Call Vote:

Selectman Yeaton	Yes
Selectman Bean	Yes
Selectman Crockwell	Yes

The Board came out of non-public session at 7:36 PM

Motion by Selectmen Bean to make the Town Administrator the Interim public Works Director, seconded by Selectmen Yeaton, motion passed 3-0.

III. Adjourn:

Motion by Selectman Crockwell, seconded by Selectmen Yeaton to adjourn at 7:40 PM. Motion Passes 3-0.

Michael Crockwell, Selectmen

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.



June 15, 2020

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

RECEIVED

JUN 17 2020

TOWN OF
PEMBROKE, NH

Re: Changes to Channel Lineups and Packages

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes:

- On June 9, 2020, AMC Premiere (a Subscription Video OnDemand "SVOD" product) rebranded as AMC+ and SVOD subscribers received access to a new linear AMC+ channel.
- On June 9, 2020, Urban Movie Channel (a Subscription Video OnDemand product) rebranded as WEtv+.
- Effective June 16, 2020, GSN, Investigation Discovery, Travel and TV Land are now part of the Entertainment genre pack.
- Effective June 16, 2020, EWTN is now part of the Kids & Family genre pack.
- Effective June 16, 2020, Cartoon Network is now part of Expanded Basic. Expanded Basic will include Kids & Family, Entertainment, and Sports & News genre packs.
- The following triple play packages are now available: **Standard+** More at \$129.99/mo includes Limited Basic, Expanded Basic, HD programming, 20 Hour DVR Service, Performance Pro Internet and Unlimited Voice; **Select+** More at \$159.99/mo includes Limited Basic, Expanded Basic, Digital Preferred Tier, HD programming, DVR Service, **Extreme Pro Internet**, and Unlimited Voice; **Signature+** More at \$189.99/mo includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, HD programming, Premium DVR Service, **Gigabit Internet**, Unlimited Voice, and Netflix Standard HD Plan; and **Super+** More at \$199.99/mo includes Signature+ More, HBO, The Movie Channel (TMC), Showtime and More Sports & Entertainment. Prices exclude Broadcast TV Fee, Regional Sports Fee, taxes and fees.
- The following double play packages are now available: **Standard+** at \$109.99 includes Limited Basic, Expanded Basic, HD programming, 20 Hour DVR Service, and Performance Pro Internet; **Select+** at \$139.99/mo includes Limited Basic, Expanded Basic, Digital Preferred Tier, HD programming, 20 Hour DVR Service, and Blast! Internet; **Signature+** at \$169.99/mo includes Limited Basic, Expanded Basic, Digital Preferred Tier, Epix, HD programming, DVR Service, **Extreme Pro Internet**, and Netflix Standard HD Plan; and **Super+** at \$189.99/mo includes Signature+, HBO, TMC and Showtime. Prices exclude Broadcast TV Fee, Regional Sports Fee, taxes and fees.

- The following packages will no longer be available to new customers starting June 16, 2020 and to existing customers for new subscription starting June 30, 2020: [Super Triple Play](#), [Signature Triple Play](#), [Select Triple Play](#), [Standard Triple Play](#), [Super Double Play](#), Signature Double Play, Select Double Play, and Standard Double Play. Customers who currently subscribe to one of these packages, will continue to receive the package until they make a change, or they receive further notice.
- Starting June 18, 2020, Xfinity TV and Xfinity Flex customers subscribing to HBO will now have access to HBO's new streaming platform HBO Max. HBO Max has replaced HBO on our bills.

Please feel free to contact me at Bryan_Christiansen@cable.comcast.com should you have questions.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 98, AFL-CIO

PHILIP C. CHAFFEE
BUSINESS MANAGER/PRESIDENT



TWO CENTER SQUARE, P.O. BOX 217
EAST LONGMEADOW, MA 01028
PHONE 413-525-4291
FAX 413-525-7553

May 23, 2017

Town of Pembroke
Justine Courtemanche, Chairman
Board of Selectmen
311 Pembroke Street
Pembroke, NH 03275

RECEIVED
MAY 25 2017
TOWN OF
PEMBROKE, NH

Justine:

Enclosed please find a signed agreement between the Town of Pembroke and I.U.O.E. Local 98. Please retain this agreement for your records.

Sincerely,

Heather L. Tetreault
Office Manager

Enclosure

**AGREEMENT
BY AND BETWEEN**

PEMBROKE, NH

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 98**

April 1, 2017 – March 31, 2021

Agreement made and entered into by the Town of Pembroke, New Hampshire hereinafter referred to as "THE TOWN", through its representative duly authorized to act for said Town, and Local 98 of the International union of operating Engineers, hereinafter referred to as "THE UNION", through its representative duly authorized to act on behalf of said Union, THE TOWN and THE UNION hereby agree as follows:

PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between THE TOWN and THE UNION, to secure prompt and peaceful disposition of grievances, to prevent interruption of service, to promote the efficient operations of the Town's business, and to establish proper standards of wages, hours and working conditions of employment for employees covered by this Agreement.

ARTICLE 1 RECOGNITION

The Town of Pembroke (Town) Board of Selectmen recognizes the International Union of Operating Engineers Local 98 (Union) as the exclusive representative for all full-time, non-probationary employees in the following positions in the Town's Public Works Department: Truck Driver, Fleet Mechanic, Janitor, Laborer, Department of Public Works secretary, Senior Foreman and Foreman. (Reference in this Agreement to employee, unless the context requires otherwise, refers to a member of the bargaining unit as stated in this Article). Excluded: Director of Public Works.

ARTICLE 2 MANAGEMENT RIGHTS

THE UNION recognizes the following responsibilities, rights, authority, and duties of the Board, except as they are modified by provisions of this Agreement. The Board hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Hampshire, including but not limited to the following:

1. To the executive management and administrative control of the Town and its properties and facilities;
2. To hire, determine the length and all conditions of probationary status, schedule work hours and days, promote, transfer, assign and retain employees in positions with the Town and to suspend, demote, discharge or take other disciplinary action against employees, and to relieve employees from duty because of lack of work or funds;
3. To determine the basic means and methods of operation and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and law enforcement activities, and the terms and conditions of employment.
4. To issue and modify any and all rules of employment, including but not limited to regulations, general orders, standard operating procedures and the like governing the terms and conditions of employment of members of the bargaining unit.

ARTICLE 3
DUES CHECK OFF

Upon an individual written authorization form signed by the employee and approved by THE UNION, THE TOWN agrees to deduct from each employee's regular paycheck, a sum for THE UNION dues to be paid to THE UNION monthly. THE UNION agrees to hold THE TOWN harmless from any claim or liability arising out of the deduction of dues and payment to THE UNION under this Article.

ARTICLE 4
COLLECTIVE BARGAINING ISSUES COVERED BY CONTRACT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all subjects (mandatory) of collective bargaining and that all such subjects have been discussed and negotiated upon and that the contract shall not be subject to reopening for any issue whatsoever during the term of the contract, except as permitted by Article 10 (C) . Further, THE UNION, for the life of this Agreement, voluntarily and unqualifiedly waives the right and agrees that THE TOWN shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 5
NO STRIKE, NO LOCKOUT

THE TOWN and THE UNION subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. Therefore, during the life of this Agreement, and during continuing negotiations or the statutory impasse proceedings following the expiration of this Agreement, employees shall not strike (withhold service), nor shall THE UNION encourage or condone any such strike. THE TOWN agrees there will be no lockout of employees during the term of this Agreement.

Action taken by the employer in response to such violation, including termination of health insurance or other insurance, forfeiture or accrued sick leave, vacation leave or seniority, or termination of employment is presumed to be for just cause. In the event of a grievance under this Article, the burden shall be on the grievant to establish that he/she did not participate in a strike.

ARTICLE 6
SENIORITY

(A) For purposes of vacation selection and job posting and bidding, seniority shall mean continuous length of service in the bargaining unit. For the purpose of lay-off and recall, seniority shall mean bargaining unit seniority within each position.

(B) Seniority shall be broken and an employee is considered to have voluntarily quit:

(1) If absent without notifying his/her supervisor's office within three (3) working days or, for false reasons of leave of absence due to other employment. It is understood that an employee should notify his/her supervisors office prior to any absence unless it is not possible for him/her to give such prior notice; and

(2) Failure to return to work within three (3) working days after the expiration of a leave of absence.

(C) A new employee shall serve a probationary period of not less than six (6) months or longer than twelve (12) months during which time he/she shall have zero seniority and no seniority rights. At the end of his/her probationary period, his/her seniority shall be computed back to his/her first day of employment.

(D) On the successful completion of his/her probationary period, an employee that was previously the participant of a funding/training program, e.g., C.E.T.A., for the purpose of calculating seniority for vacation accrual scheduling and lay-off shall be entitled to include time as a funded employee as time as a Town employee.

ARTICLE 7 JOB POSTING AND BIDDING

(A) When the employer decides to permanently fill a vacancy within the bargaining unit, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualification. This notice of vacancy shall remain posted for seven (7) days unless waived by THE UNION. Employees interested shall apply in writing within the nine (9) days following the initial posting inclusive of the posting period.

(B) The employer will normally make decisions on selection within thirty (30) days after the expiration of the posting period. When, in the sole judgment of the employer, qualifications, ability and reliability of all applicants including persons from outside the bargaining unit, are relatively equal, bargaining unit seniority shall be a determining factor.

ARTICLE 8 LAYOFF AND RECALL

(A) Order of Layoff

In the event of a layoff within any job position covered by this Agreement, the order of layoff within such position shall be as follows:

(1) Temporary and probationary employees will be laid off before permanent employees; and

(2) Permanent employees will be laid off by reverse bargaining unit seniority within the position.

(B) Bumping

An employee who is laid off from his/her position, in lieu of layoff may bump a Junior employee with the least bargaining unit seniority in a lower position in which he/she has previously worked in the bargaining unit and is qualified to work, or in which the employer, in its sole judgment, not eligible for arbitration, judges the employee qualified to perform even if he/she has not previously worked therein.

(C) Recall

Employees shall retain recall rights on a recall list for not more than one (1) year or until refusal of a job offer within the position from which he/she was laid off, whichever first occurs. Employees shall be recalled to their position in reverse order of layoff. The employer may recall but shall not be obligated to recall an employee to a position within the bargaining unit which the employer, in its sole judgment, judges the employee qualified to perform. When more than one (1) employee out of position is considered qualified for such a recall, the recall shall be offered to the employee in order of bargaining unit seniority. Seniority shall not accrue for time spent on a recall list.

ARTICLE 9
HOURS OF WORK AND OVERTIME

(A) Normal Work Week

The normal work week shall be forty (40) hours consisting of five (5) work days.

(B) Normal Work Day

The normal work day, on the day shift, shall be eight (8) hours between 6:00 a.m. and 4:00 p.m. plus an unpaid meal period of thirty minutes.

(C) Overtime

(1) An employee who is called back to work after having left his/her regular place of work shall receive no less than three (3) hours pay (between November 15 to April 15), except that their minimum guarantee shall not apply when a employee is called in early and works through to the start of his/her regular shift.

(2) Overtime work shall be divided as equitably as practical within each division.

(3) It is clearly understood that management has the right to require employees to be called back for overtime or to be held over for overtime and to require employees to report to work on an overtime call back within one (1) hour after callback. Failure to cooperate shall be grounds for discipline or discharge. After working sixteen (16) consecutive hours an employee will be entitled to an eight (8) hour rest period if so requested by the employee.

(4) The employer, in its discretion, may implement 4 10 hour work-day weeks

(D) Stand-By and On-Call Status. As public works employees, all department employees understand and agree, as a condition of employment, that they are expected to respond to necessary situations involving public health and safety, particularly with respect to winter months (November through April). To provide employees a level

of expectations regarding winter on-call expectations, the Town will seek to utilize a system as outlined in this section, recognizing, however, that extreme weather events may require other arrangements to protect the public. Generally, all employees are deemed to be in stand-by status for the winter month period (November – April). This requires employees to respond to a call-in or being held-over when possible.

(1) The department will create and implement a procedure for designating employees in on-call status, which requires the designated employee(s) to timely respond to being called in for snow removal or other conditions requiring department response in the interest of public safety as determined by management.

(2) Employees shall not receive any additional compensation for being placed in stand-by status, but shall be paid overtime as appropriate in accordance with the agreement.

(3) Employees designated as being placed in on-call status during the week shall not receive any additional compensation except for overtime as appropriate in accordance with the agreement.

(4) With respect to employees placed in on-call status on weekends or holidays:

(a) The department shall implement a system for designating employees in on-call status so that employees may receive reasonable advance notice. Normally, the department may place up to 3 employees in on-call status on a week-end or holiday. The number so placed may increase due to weather forecasts and expected conditions.

(b) An employee so designated as on-call under this paragraph who responds to a call-in shall be compensated for overtime as appropriate in accordance with the agreement, but shall not be eligible for the on-call stipend provided by sub-paragraph (c).

(c) An employee so designated as on-call under this paragraph who is not required to respond to a call-in shall be eligible for a stipend of \$25 for the weekend or holiday, which shall be paid in the employee's pay for the pay period including the on-call status and shall be subject to normal payroll deductions.

ARTICLE 10 COMPENSATION & BENEFITS

(A) Cost of Living:

(1) Effective April 1, 2017 all members of the bargaining unit shall receive a 0% increase to base wages (equal to the percentage change made to social security retiree payments for the preceding year (2016).

(2) Effective April 1, 2018, all members of the bargaining unit shall receive a 0.3% increase to base wages equal to the percentage change made to social security retiree payments for the preceding year, i.e., 2017).

(3) Effective April 1, 2019, all members of the bargaining unit shall receive a general change to base wages equal to the percentage change made to social security retiree payments for the preceding year for which the change is expected to be known in time for Town budgeting purposes (i.e., 2018).

(4) Effective April 1, 2020 all members of the bargaining unit shall receive a general change to base wages equal to the percentage change made to social security retiree payments for the preceding year for which the change is expected to be known in time for Town budgeting purposes (i.e., 2018).

(5) All members of the bargaining unit shall receive general changes to base wages in accordance with Article 10; Sections 1, 2 and 3. Said general changes shall not exceed 4% when combined with the employee's Annual Merit Pay Increase, if any.

(B) Merit Increase:

The employer shall guarantee funding for an average annual merit based wage increase of 2% with all bargaining unit members eligible for a merit increase on their anniversary date ranging from 0% to 2.5% based on an annual performance review.

(C) Health Insurance Coverage

The employer shall provide a medical insurance plan or plans with benefits and a local provider network at least comparable to the plan or plans made available as of December 31, 2016, to members of the bargaining unit. The employee share of premiums for health insurance coverage for all bargaining unit employees shall remain at 15% of the annual premium. However, the parties understand that health insurance plans and costs are subject to change and the plans in place at the time of the current contract extension may change. Therefore, the parties agree, without waiving any of the provisions of this Agreement, to meet and discuss the issue of health insurance, including the cost share of the employees, during the term of this Agreement in the event circumstances reasonably dictate that the TOWN issue such a request. The request shall not be unreasonably denied. The intent is to permit the parties to negotiate and agree upon changes that may be appropriate in light of changes in the available plans and the costs thereof.

(D) Personal Day.

Each member of the Bargaining Unit who is eligible for personal days under the Town of Pembroke Personnel Policy is allowed an additional, non-cumulative one-half day of personal leave above the number of days allowed under the Town Policy in effect as of December 31, 2017. Said personal day is to be used at a time agreed to by the Public Works Director and must be used within the calendar year in which it is provided and may not be carried over to a future calendar year.

(E) Life Insurance.

The Town will continue to provide live insurance coverage in accordance with the Town Personnel Policy, but the amount of coverage will be \$20,000, instead of \$10,000.

(F). Longevity Bonus.

Any employee with 30 years of service will be entitled to a one-time payment of \$600. Said payment will be added to the employee's paycheck on the date of the anniversary. The payment does not increase the employee's base wages the following year.

ARTICLE 11
RESPONSIBILITIES OF EMPLOYEES

(A) An employee shall not disclose confidential information gained by him/her by reason of his/her official position except as authorized or required by law, nor shall he/she otherwise use such information for his/her personal gain or benefit.

(B) Employees will be responsible for their own transportation to and from work.

ARTICLE 12 SHOP STEWARD

(A) One of the employees will be elected shop steward by the members of the bargaining unit to attend to the interest of THE UNION.

(B) The employer shall be furnished the name of each steward immediately after his/her designation, and THE UNION shall notify the employer of any change.

(C) In the event it is necessary to investigate or process a grievance during working hours, the steward may be granted reasonable time off with pay at the discretion of management. Whenever practical grievances shall be investigated or processed outside of working hours.

(D) The parties agree that they will try to process and settle all grievances as quickly as possible.

ARTICLE 13 MISCELLANEOUS

(A) Bulletin Board

Announcements shall be posted in conspicuous places. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

(B) Access to Premises

The employer agrees to permit representatives of the International Union of Operating Engineers, Local 98, to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives notify THE TOWN prior to their arrival as to when they will be present on the premises and do not interfere with the performance of duties assigned to the employees.

(C) Coffee Breaks

There shall be a fifteen (15) minute coffee break each day, normally at mid morning, working conditions and schedule permitting, between the hours of 9:00 a.m. and 10:00 a.m.

(D) Suspended Drivers License

An employee whose motor vehicle operator's license is suspended for up to and including ninety (90) days for off-duty conduct which is not job related and whose operator's license is determined by management to be necessary for the performance of his/her job, shall be given the opportunity to work in the laborer's position in his/her current step, provided he/she has enrolled in an alcoholic rehabilitation program or other available employee assistance program.

(E) Light Duty

Each situation will be reviewed and decided on a case by case basis.

ARTICLE 14
CLOTHING & UNIFORMS

(A) If a unit member is required to wear a uniform to perform his/her job responsibilities and functions, THE TOWN will provide the initial uniform. The required uniform shall be specified by the Public Works Director who shall maintain a list of approved uniform clothing items. Damaged and unserviceable clothing shall be replaced as necessary subject to approval by the Public Works Director.

(B) THE TOWN shall provide unit members with an annual boot allowance of up to \$200.00 toward the cost of replacing worn and unserviceable safety boots. Replacement of boots shall be determined by the Public Works Director. Unit members may purchase more than one pair of boots during the year. However, the total reimbursement shall not exceed the \$200.00 annual allowance. Unit member shall turn in a receipt for the boots and verify that the boots meet or exceed "ANSI-75" rating to be eligible for reimbursement.

(C) For Public Works Employees:

(1) During the first year of employment, THE TOWN will provide each full time unit employee: five (5) T shirts, eleven (11) long sleeve shirts, eleven (11) pairs of pants and two (2) sets each of winter coveralls. All clothing will be replaced on an as needed basis as determined by the Director of Public Works.

(2) During the first year of employment, THE TOWN will provide two (2) winter jackets to all full time unit employees. The jackets will be replaced on an as needed basis as determined by the Director of Public Works.

ARTICLE 14A
GRIEVANCE PROCEDURE

(A) Purpose: This Article sets forth the sole and exclusive means of resolving grievances which may be brought under this agreement.

(B). General Scope & Definition.

(1) The purpose of this section is to provide a methodology to attempt to

resolve grievances expeditiously.

- (2) Definition. A grievance means a disagreement over the meaning, interpretation or application of a term or condition of this agreement, except that matters involving the meaning, interpretation or application of Article 2 (Management Rights) are not subject to this grievance procedure.
- (3) Prior to filing a claim for Unfair Labor Practice (ULP) with the PELRB, if the matter involves the meaning, interpretation or application of this Agreement (other than Article 2) that is subject to this Article 14-A, the party asserting the grievance shall first utilize the grievance procedure under this Article as a condition precedent to filing the ULP complaint.
- (4). Matters that do not involve the meaning, interpretation or application of this Agreement are not subject to this Article or the grievance procedure.

(C) General Provisions:

- (1) Who May File: A grievance may be filed in accordance with this Article by a member of the represented bargaining unit or, with the consent of such member, by THE UNION as a representative of such member (hereinafter "Grievant"). THE UNION may file a grievance on its own behalf only with the concurrence of at least one current member of the bargaining unit. If a member files a grievance on his or her own behalf without Union representation, the member shall file a copy of the grievance with THE UNION Shop Steward. If THE UNION does not represent the Grievant, a Union representative may attend all grievance proceedings but does not have the right to participate in the grievance proceeding unless requested to do so by the Grievant or THE TOWN. However, the Union on its behalf, may file an appeal seeking resolution at the next step if it disagrees with the resolution of a grievance at a prior step.
- (2) Manner, Content and Timing of Filing.
 - (a) An application for a grievance must be filed in writing and be signed by the Grievant filing it. The grievance must identify the particular provision of this Agreement that is involved and shall describe in detail the decision or other action which it is claimed constitutes a violation of this Agreement. If THE UNION represents the Grievant, a responsible agent of THE UNION shall sign the grievance application along with the employee.
 - (b) An application for a grievance covered by this Article must be filed in accordance with paragraph (C)(2)(a) promptly within ten (10) Town business days (not including Saturdays and Sundays) after the Grievant or Union knew or should have been aware of the reason for the grievance, but in no case more than thirty (30) calendar days from such event. THE TOWN may decide not to proceed with consideration of a grievance if it is not filed in accordance with this Article.

- (3) Deadlines: Time limits established under this Article are mandatory and jurisdictional. The parties recognize that the prompt settlement of grievances is important to a sound and harmonious relationship between THE UNION, THE TOWN and Employees. The time limits prescribed herein may be waived by mutual agreement in writing by the Grievant and the Town Administrator. The parties may, by mutual agreement, waive certain steps and/or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the Grievant and Town Administrator prior to the expiration of any applicable time frames. In no event may waiver or extension of any time limit be implied by any action or inaction of the Grievant, Town or Union. Any such waiver or extension shall not constitute precedent nor apply in any other matter.

(D) Procedure: The grievance procedure involves steps as established in this section. All grievances must be initiated at Step 1, except that any grievance involving suspension or discharge shall begin at Step 2. In any instance, proceeding to further steps may occur only in compliance with this Article.

(1) Step 1.

(a) All grievances (except as stated in the preceding subparagraph) shall be presented at step 1 of the grievance procedure by the aggrieved employee(s) or THE UNION (when permitted under this Article) within the time limit stated in Section (C) (2) or they shall be waived. Two copies of the application for grievance shall be presented to the Public Works Director.

(i) Upon receipt of a properly filed grievance application, the Public Works Director shall forward one copy to the Town Administrator. The Public Works Director shall promptly commence review of the alleged grievance, and within 5 working days after receipt of the application, schedule a meeting to discuss the grievance with the Grievant and reply to the Grievant (with a copy to THE UNION and Town Administrator) in writing, within 10 working days after the meeting.

(ii) If the Grievant is satisfied with the Step 1 resolution, the Grievant shall notify the Public Works Director in writing of acceptance, and the resolution shall be final and binding unless the Town Administrator, in writing, amends the Public Works Director's decision, which shall then become the Step 1 resolution. If the Grievant is not satisfied with the Step 1 resolution, or if THE TOWN fails to respond in a timely manner, the Grievance may proceed to Step 2, solely in accordance with paragraph (D)(2).

(2) Step 2

(a) Step 2 may be initiated solely by filing, in writing, an application to initiate Step 2. The application must be filed within five (5) working days after receipt of the Step 1 resolution. The application must state in detail all aspects of the resolution that are disputed and which constitute the basis for seeking further review. If any basis or ground is not stated in this application, it shall be deemed waived and

may not be used in any manner in any further Step or appeal, or in any related proceeding, including ones that do not involve the same employee, but arise out of the same or similar actions or decisions. The application for Step 2 shall be filed with the Town Administrator, unless it arises from a determination by the Town Administrator to amend the Public Works Director's resolution of Step 1, in which case, the application shall seek to initiate Step 3.

(i) The Town Administrator shall review the application and if it is found to meet the requirements of paragraphs (C)(2) and (D) (2)(a) shall begin review and shall meet with the Grievant within five (5) working days after receipt of the grievance, and shall reply to the grievance in writing to the Grievant and Union within five (5) working days after the meeting.

(ii) If the Grievant is satisfied with the Step 2 resolution, the Grievant shall notify the Town Administrator in writing of acceptance, and the resolution shall be final and binding. If the Grievant is not satisfied with the Step 2 resolution, or if THE TOWN fails to respond in a timely manner, the Grievance may proceed to Step 3, solely in accordance with paragraph (D)(3).

(3) Step 3

(a) Step 3 may be initiated solely by filing, in writing, an application to initiate Step 3. The application must be filed within five (5) working days after receipt of the Step 2 resolution. The application must state in detail all aspects of the resolution that are disputed and which constitute the basis for seeking further resolution. If any basis or ground is not stated in this application, it shall be deemed waived and may not be used in any manner in any further Step or appeal, or in any related proceeding, including ones that do not involve the same employee, but arise out of the same or similar actions or decisions. The application for Step 3 shall be filed with the Board of Selectmen. The Grievant shall indicate in the application if a public meeting with the Board is requested under RSA 91-A.

(i) The Board of Selectmen shall review the application and, if it is found to meet the requirements of paragraphs (C)(2) and (D) (3)(a) shall begin review and shall meet with the Grievant within fifteen (15) working days after receipt of the grievance, and, if practicable, shall reply to the grievance in writing to the Grievant and Union within five (5) working days after the meeting.

(ii) The decision of the Board of Selectmen shall be final and binding, with the exception of Grievances that involve termination, suspension without pay, or any matter involving loss of pay or benefits. The Grievant and/or Union may request that the board reconsider its decision by filing an application for reconsideration, stating in detail the grounds therefor, within five (5) working days after the date of decision. Within fifteen (15) working days after receiving the application the Board of Selectmen shall review the application and respond by either denying

the application, agreeing to meet with the Grievant and/or THE UNION, or modifying their decision. If a meeting is held, the Board shall issue a final decision within five (5) working days after the meeting, unless the parties agree to an extension of time.

(4) Step 4

(a) For Grievances remaining unresolved that include termination, suspension without pay, or any matter involving loss of pay or benefits, following the action taken by the final decision of the Board of Selectmen the Grievant/or THE UNION may within ten (10) calendar days following the decision submit the grievance to arbitration under the Rules of the Public Employee Labor Relations Board (PELRB). The submission to the PELRB must contain the same level of detail and information as is required to initiate prior steps.

(i) The Arbitrator shall convene a hearing at the earliest possible date for the purpose of hearing the grievance.

(ii) The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of this Agreement. The Arbitrator shall consider and make decisions only with respect to the specific issue submitted by the Parties, and shall have no authority to make a decision on any other issue not so submitted.

(ii) The Arbitrator's decision shall be final and binding in matters involving termination, suspension or any matter involving loss of pay or benefits.

(iv) THE TOWN and THE UNION shall pay the expenses of their own representative, and shall equally share the cost of the Arbitrator.

ARTICLE 15 SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or by any legislative enactment, neither such decision nor legislative enactment shall invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect.

ARTICLE 16 RELATIONSHIP OF CONTRACT TO OTHER TOWN DOCUMENTS

In case a specific provision of this Agreement conflicts with a provision of the Departmental Job Descriptions, Departmental Rules and Regulations, or with a provision of the Town's Personnel Rules and Regulations, the contract provision prevails. In the absence of such conflict; the Job Descriptions, Departmental Rules and Regulations, and the Town's Personnel Rules and Regulations remain in force except as may be modified by THE TOWN during this Agreement pursuant to Article 2, Management Rights.

ARTICLE 17
DURATION

A. If cost items in this Agreement are ratified by the 2017 Pembroke Annual Town Meeting as required by RSA 273-A, this Agreement shall be effective on April 1, 2017, and shall expire on March 31, 2021.

B. On or after June 1, 2021, pursuant to a written request by either party, negotiations for a successor Agreement shall commence as soon as practical with a view toward completion prior to November 1, 2021.

FOR THE TOWN OF PEMBROKE NEW HAMPSHIRE

Dated at Pembroke, County of Merrimack and State of New Hampshire, this 1st day of May, 2017.



Justine M. Courtemanche, Chairman Board of Selectmen



Vincent Greco, Vice Chair



David A. Sheldon, Jr., Selectman



Michael Crockwell, Selectman

Sandy Goulet, Selectman

FOR THE UNION

Dated at _____, County of Merrimack and State of New Hampshire, this _____ day of May, 2017.



Philip C. Chaffee
President/Business Manager



David H. Hennessey
Recording/Correspondence Secretary

