

**AGENDA**  
**BOARD OF SELECTMEN**  
**December 21, 2020 AT 6:15 PM**  
**TOWN HALL, PAULSEN MEETING ROOM**

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- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. Non Public Session
  - a. RSA 91-A:2 (b) Consultation with legal Counsel
  - b. RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.
  - c. RSA 91-A:2 (a) Strategy or negotiations with respect to collective bargaining
- IV. SCHEDULED MEETINGS:
  - a.
- V. OLD BUSINESS
  - a. Letter from Donald and Jacqueline Zeaman
  - b. Letter from Meet Me In Suncook
- VI. NEW BUSINESS:
  - a. Proposed Warrant Articles
  - b. Appointments
  - c. Manifest/Abatements
  - d. Minutes 12/7/20
- VII. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN



Goodwill Store: Concord  
Thrift store

inth Dr

Cricket Ln

Yvonne Ct

an Turnpike

Cricket Ln

Hawthorne Ln

Denis Dr

Guay St



Edgewood Heights  
Condo Associates

ick Dr

Silk Bouquet



Cricket Ln

Temi Rd

Arey Rd

Guay St

Pembroke

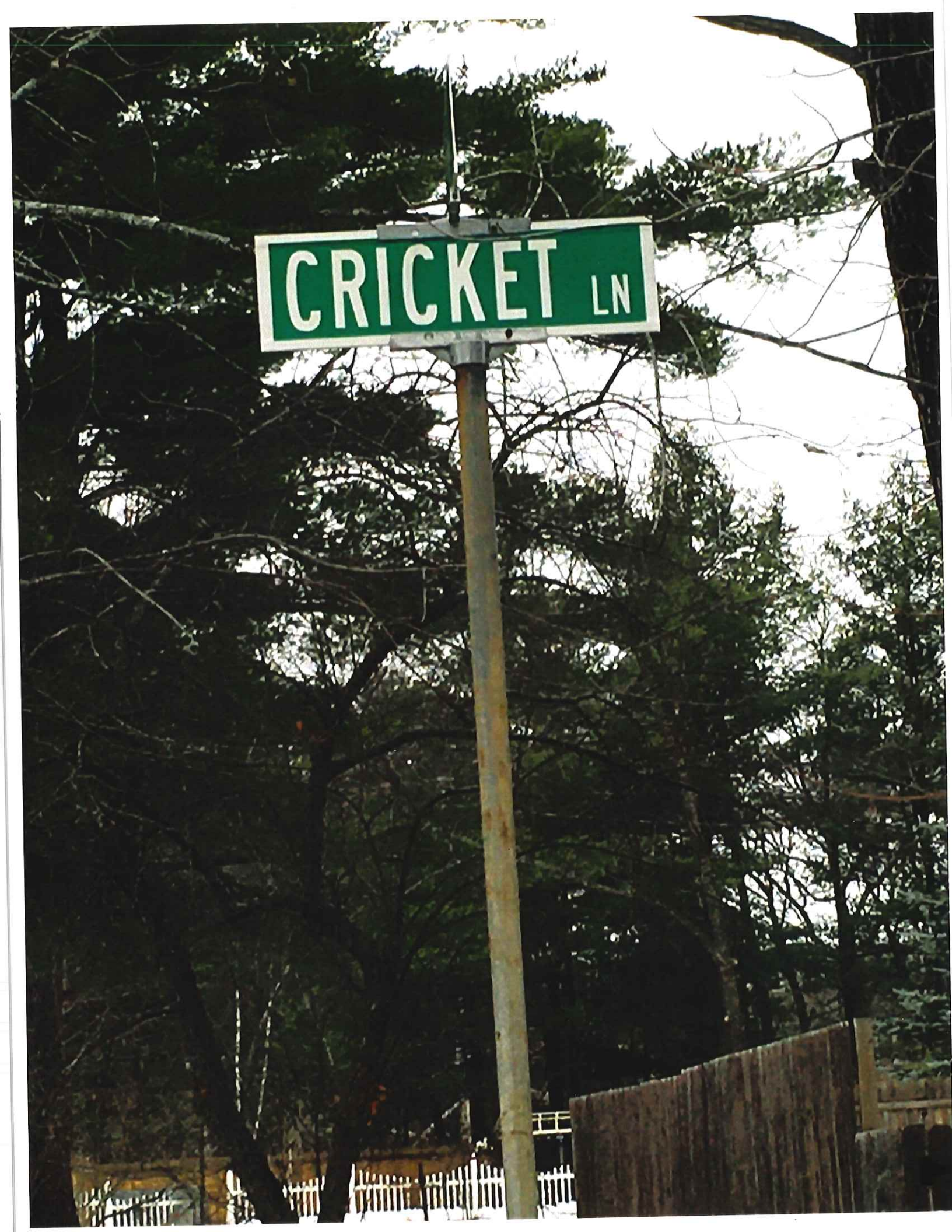
Pembroke Rd

Google

Pembroke Rd



CRICKET LN









CRICKET LN







on hold  
table

David Jodoin

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**From:** Don Zeaman <dzeaman@yahoo.com>  
**Sent:** Tuesday, December 1, 2020 7:04 PM  
**To:** anbondpembrokeselectmen@gmail.com; djodoin@pembroke-nh.com  
**Subject:** San-Ken Homes Subdivision  
**Attachments:** Letter to Board of Selectmen.pdf; Planning Board, San-Ken Homes.pdf

Dear Ann:

Please see the attached letter regarding our concerns relative to our well and the San-Ken Homes subdivision. Please also see the attached letter that was previously sent to the Planning Board. We appreciate you bringing this matter forward and sharing this email with the Board of Selectmen.

Thank you for your consideration and we look forward to your reply.

Thanks, Donald & Jacqueline Zeaman

December 1, 2020

Ann Bond, Chair  
David Jodin, Staff  
Pembroke Board of Selectmen  
311 Pembroke Street  
Pembroke, NH. 03275

Subject: San-Ken Homes Subdivision, 4th Range Road

Dear Chair Bond & Board of Selectmen:

As you are aware, the Planning Board has conditionally approved the San-Ken Homes major subdivision with 56 homes and 56 individual wells.

We have lived at 406 4th Range Road for 38 years (original owners) and our home is across the street from this project. The San-Ken Homes project will have a major impact on our property and the Town (schools, increased taxes, traffic, roads, etc.) as has been discussed in many Planning Board and Selectmen meetings.

Our drilled well is in close proximity (approximately 500 feet) to the San-Ken Homes property line. Our major concern is the effect that drilling 56 wells in the subdivision will have on our individual well both in terms of water quantity (yield) and quality. We currently have a water treatment system (acid neutralizer, sediment filters, water softener/iron removal system). While our well has not gone dry for 38 years, we are concerned that drilling 56 wells will cause it to go dry or adversely affect our water quality. We have attached a letter to this email that was submitted to the Planning Board dated November 16, 2020 which fully expresses our concerns. The letter also provides information from NHDES that supports our request below.

It is the Town's responsibility to protect and serve its citizens. We have paid our taxes for 38 years. We request that the Town assure us in writing that if within five (5) years of the installation of wells in this subdivision, our well goes dry, we don't have sufficient water for our needs or our water quality is adversely impacted, that the Town will financially compensate us to drill a new well.

We appreciate your consideration and look forward to your reply.

Sincerely,

Donald Zeaman & Jacqueline Zeaman  
406 4th Range Road  
Pembroke, NH. 03275

\*\*Please see attached letter to the Planning Board.



November 16, 2020

Mr. Brian Seaworth, Chairman & Planning Board Members  
Pembroke Planning Board  
Town of Pembroke  
311 Pembroke Street  
Pembroke, NH. 03275

Subject: Major Subdivision Approval - San-Ken Homes

Dear Chairman Seaworth & Planning Board Members:

We have lived at 406 4th Range Road for 38 years (original owners) and our home is across the street from the San-Ken Homes project. Our drilled water well is within 500 feet of San-Ken Homes property line. We feel that we should have been notified of all public Planning Board meetings relating to this project. We attended two meetings in 2019 regarding this project and expressed our concerns at that time. We would have attended the past two meetings and expressed our additional concerns if we had been notified and also would have written a letter before any approval was granted.

The San-Ken project has a major impact on our property and the town. It will impact the schools in Pembroke (increase our taxes to educate new students), increase traffic on 4th Range Road, Pembroke Hill Road and Brickett Hill Road. Many other concerns were expressed by townspeople and more specifically by Board Member Crean, Vice Chairman Bourque and by Chairman Seaworth at the September 22nd meeting. The Board has essentially approved an R1 type project in an R3 Zone without town water and town sewer. This is not in the best interest of the town and destroys the rural nature of this area of Pembroke. Why would the Board approve this without available town water and sewer?

Our major concern is the effect that drilling 56 wells in this subdivision will have on our individual well both in terms of quantity (yield) and quality. We currently have a water treatment system (acid neutralizer, sediment filters, water softener/iron removal system). While our well has not gone dry for 38 years, we are concerned that drilling 56 wells will cause it to go dry and affect our water quality. Will San-Ken Homes or the town pay to drill a new well for us? Or will the town or San-Ken Homes bring town water up to 4th Range Road if our well or our neighbors wells dry up or if the water quality is impacted? Item 16 of the conditions requires a baseline survey of existing water wells within approximately 200 feet of the proposed development. We understand that there was discussion by the Board to possibly change this to 1,000 feet. Why didn't the Board look at the tax map and see the number of wells within 1,000 feet instead of leaving the condition at 200 feet? We request that our well be included in the baseline survey since our well is approximately 500 feet from this subdivision.

We also request that San-Ken Homes or the Town of Pembroke provide us with a letter stating that if our well is impacted (yield or quality) by the subdivision that the Town or San-Ken Homes will pay to drill a new well for us.

Furthermore, who is responsible for well installation and septic system installation in this subdivision? (San-Ken Homes? Or is it up to the individual homeowner?) Also, who will be building these homes? This may have an impact on the value of our home.

With regard to Item 17 of the conditions, the applicant should be responsible to test the well water to include metals analysis (iron, manganese, arsenic, lead) as well as radiological analysis including uranium, gross alpha and radon. Also the applicant should be required to

test for water yield and assure all homeowners continue to have adequate water capacity as buildout of the subdivision takes place.

Are homes to be constructed with full foundations? If so, then the applicant should be required to conduct radon in air testing prior to occupancy. Many homes in this area have high levels of radon in the air and water.

We agree with a neighbor's statement in the September 22nd planning board meeting that a bond should be provided to ensure that public water and public sewer will be extended to this project and neighboring properties should there be wells without sufficient capacity of water and septic system failures in the area of this project.

We appreciate your consideration of our comments. We respectfully ask for a reply to our above request for a letter that the Town or San-Ken Homes will pay to drill a new well for us if our present well is impacted by this subdivision.

Sincerely,  
Donald & Jacqueline Zeaman

\*\* We spoke with two people at NHDES Water Supply Division and they provided us with a document that was developed which can be used by municipalities to address similar subdivisions as proposed by San-Ken Homes. It addresses water yields where a large subdivision plans to install individual wells in close proximity and also its effect on neighboring wells. This document supports our request stated above.

See highlights below. The full document has been sent in a separate email. This document was developed in 2010 and other towns may have implemented regulations since that time.

## Appendix B

# Model Municipal Regulations to Require Water Supply Studies and Well Yield Testing

### **The Development of Private On-Lot Water Supply Wells for Subdivisions: Issues Related to Groundwater Availability**

#### **I. Introduction**

##### **A. Purpose**

This document provides local governments with guidance on measures to ensure that new development projects that will extract groundwater from a large number of wells not regulated by the State (such as a new



housing subdivision with private on-lot wells) will have an adequate supply of groundwater and not adversely impact existing water users and water-dependent natural resources. This document includes:

**B.**

- 1) A summary of regulations related to the subdivision of land and development of groundwater supply wells; and
- 2) Suggested measures, including model regulations, which may be implemented by municipalities for increased oversight of the development of water supply wells for subdivisions and other types of land development projects to ensure sustainable water supply development.

**Overview and Background**

Historically, concerns about the relationship between land development and groundwater resources in New Hampshire have focused on the impacts of development on groundwater quality. These concerns have given rise to improved land use practices through implementation of smart-growth principles and development of wastewater and stormwater management ordinances. With an increase in development throughout the state, interest has grown around the issue of groundwater availability.

New land development projects typically obtain water supply in one of three ways: 1) A connection to an existing public water system; 2) A stand-alone, centralized water system created to exclusively serve the development; or 3) Private on-lot wells. In many instances, the geographic area is not served by a larger public water system and the proponent of a new project is left with the option of developing a stand-alone water system (i.e., community water supply wells and infrastructure) or private on-lot water supply wells. Often a land developer finds that developing a community water system is costly and time consuming because state regulations require that studies be completed to demonstrate that the water system will have a water supply

with adequate quantity and quality. Similar state regulations do not exist if the developer avoids developing a community water system by subdividing land and constructing on-lot private water supply wells. This means it is often quicker and economically beneficial to develop private on-lot water supply wells. NHDES is aware of two large residential subdivision projects that have recently amended their proposals to use private on-lot wells for water supply as opposed to public water supplies. It is NHDES' understanding that the proponents of the projects chose to

## Appendix B— Page 1

### Municipal Water Supply and Well Yield Testing Model Regulation

revise their development plans due to the cost and length of time required to meet state regulatory requirements for public water supplies.

Although individual groundwater withdrawals from private on-lot wells are relatively small when considered separately, it is the concentration of multiple wells and the effects of their 'cumulative withdrawal' that give rise to concerns relating to:

- **1) Overall Availability of Groundwater in Local Geologic Settings** - Groundwater withdrawals from wells, when considered collectively, may deplete aquifer storage and exceed the rate of recharge. This scenario is more likely to occur during times of limited precipitation and during periods of peak water use such as when summer outdoor watering occurs. This scenario is also more likely to occur in certain geologic units that store and transmit limited amounts of groundwater or in hilltop settings where the volume of subsurface water stored and recharged can be less than other physical settings.
- **2) Localized Well Interference Issues** - There is the potential for on-lot wells to interfere with each other, thereby potentially limiting a lot owner's access to a reliable water supply. Private



water supply wells installed for lots in new developments (particularly when installed by the same well contractor) are often drilled to the same or similar depths, and often extract water from the same or hydraulically connected water-bearing zones. The construction characteristics, close spacing, and pumping interference effects of wells in subdivisions often make them more susceptible to declining yields over time or failure during periods of drought or high water use. These problems are more prevalent in areas with a low-yielding bedrock aquifer during times of peak water use such as a weekend summer day.

- **3) Adequate Well Construction to Ensure an Adequate Water Supply** - Private water supply wells drilled for new homes sometimes lack sufficient yield (capacity). NHDES' Water Well Program commonly receives inquiries or complaints from homeowners whose new homes are served by private wells with marginal or insufficient yields. In some instances, the well yields are insufficient to meet indoor water use needs. Other times, the well yield is insufficient to meet extensive outdoor watering needs established by the developer or homeowner. NHDES is also aware that many municipalities receive complaints from homeowners in newly created subdivisions with inadequate water supply or water pressure through their town planners, planning boards, and code enforcement and public health officials. State regulations only require that licensed well drillers accurately estimate water use from new wells. The regulations do not mandate water supply yield or storage requirements for new homes.

Often, the three concerns listed above arise after the developer has completed work and transfers or vacates a new land development project. This leaves the responsibility of addressing any groundwater-quantity-deficit issues solely to the owners of the subdivided lots.

Over the past several years, NHDES has received inquiries from town planning officials relating to the above concerns and requesting guidance on the local regulation of the development of private on-lot water supply wells for housing subdivisions and other types of land development

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### Municipal Water Supply and Well Yield Testing Model Regulation

projects.<sup>2</sup> There have also been ongoing discussions on these issues on the New Hampshire Office of Energy and Planning's internet discussion forum, Plan-link Listserv (<http://www.nh.gov/oep/programs/MRPA/PlanLink.htm>). Current state regulations do not address these concerns and with the exception of a few New Hampshire towns, municipal subdivision and site plan review regulations rarely contain provisions, or require the type of information necessary, for these concerns to be adequately addressed through local approval processes. Consequently, subdivision plans that propose private on-lot wells often receive state and local approval without the applicant ever having to address concerns relating to the viability of groundwater resources for the new land use or nearby existing land uses.

An example of one of the few towns that address groundwater availability through their regulations is the town of Wakefield. The town's subdivision regulations<sup>3</sup> require the applicant to present evidence of suitable water supply to the code enforcement officer including evidence presented by a licensed hydrologist indicating adequate potable water to supply the foreseeable needs of the subdivision prior to a building permit being issued for the construction of any principal structure in a subdivision. Wakefield's subdivision plan impact assessment form<sup>2</sup> (required to be submitted with major subdivision applications) also requires written answers to various questions regarding the hydrogeologic impact of the proposed development including "How will the withdrawal of water from new wells, the construction and water diversion affect the groundwater table?" The



town of Bedford also has broad authority through their site plan review process<sup>4</sup> to require an applicant to perform studies to demonstrate that an adequate water supply can be developed for any proposed development and that the groundwater withdrawals from any proposed wells will not adversely affect pre-existing neighboring wells. When a study is required, the scope of the study must be coordinated and approved by the planning board. These regulations, however, do not contain language on the specific types of information necessary to meet these requirements, nor do they establish criteria against which the effects of the withdrawals will be gauged once they are assessed.

## **II. Current Regulatory Framework and Notable Shortcomings**

The following is a summary of current regulations related to the subdivision of land and the development of groundwater supply wells and a discussion of their shortcomings in the context of the above concerns.

### **A. State Regulation of the Subdivision of Land**

RSA 485-A, “Water Pollution and Waste Disposal” authorizes NHDES to regulate the subdivision of land and the design of individual sewage disposal systems. NHDES Administrative Rules Env-Wq 1000, “Subdivision and Individual Sewage Disposal System Design Rules” have been adopted to implement this statute. The purpose of these regulations as

<sup>2</sup> Towns that have contacted NHDES or asked for input on the issue of multiple private wells include Bedford, Danville, Hollis, North Hampton, Pelham, Plaistow, Salem, and Windham.

<sup>3</sup> Town of Wakefield, New Hampshire – “Subdivision Regulations” and “Subdivision Plan Application” <http://www.wakefieldnh.com/Forms.htm>

<sup>4</sup> Town of Bedford, New Hampshire – “Land Development Control Regulations”

[http://www.bedfordnh.org/pages/BedfordNH\\_Planning/ord](http://www.bedfordnh.org/pages/BedfordNH_Planning/ord)

November 25, 2020

Board of Selectmen  
c/o David Jodoin  
311 Pembroke Street  
Pembroke, NH 03275

Dear Board Members,

I would like to request that the Board of Selectmen ask the Budget Committee to create a Capital Reserve Fund for the Pembroke Town Clock.

As we are all aware, the Town Clock, created in 1879, has always been the symbol of our Town.

In order to preserve this historic timepiece, it periodically needs maintenance. Rather than appealing to the Pembroke residents every 5 or 10 years for an amount of money that may seem overwhelming to some, it would make sense to be prepared for its maintenance by appropriating an amount that would not greatly affect the Town's overall budget but allow for the Clock's repair.

This request is not new. On July 23, 2012 Jim Garvin addressed a memo to David Jodoin pertaining to an LCHIP Grant. In that memo, he requested that a CIP fund be established for the Town Clock. He said, at that time, that approximately \$36,000 would be needed every 10 years.

Not being aware of all the technicalities associated with developing such a fund, I leave it to your knowledge and capable hands. If a minimum of \$5,000 is what is needed to establish a Town Clock Capital Reserve Fund, then that is what I would like to request. Thereafter, an annual amount of \$5,000 could be added to the fund without overburdening the taxpayers. This small but important request would relieve the stress at Town meeting when an improvement to the Clock is needed and guarantee that this beautiful clock is preserved for generations to come.

Thank you,

  
Jocelyn Carlucci

Vice Chair of Meet Me In Suncook



# TARGET NEW ENGLAND

## Historical Restorations

Department of Public Works

December 7, 2020

8 Exchange St.

Pembroke, NH 03275

VJ Ranfos, Director

### PROPOSAL

The following is a proposal for work on the Pembroke Clock Tower, Pembroke, NH.

#### Scope of Work:

- Repair or replace two (2) structural support beams
- Complete clean, hand brush all upper beams, posts and floor, vacuum (industrial) on all four (4) levels of clock tower.
- Clean and oil clock
- Install new safety hand rail on first level.

Total Proposed Price.....\$6,375.00

Thank you,

James Doherty, Owner

Target New England, Historical Restorations





Ww/113

LEASE

This Lease is entered into as of, July 23, 1998,  
by and between COSTA TROUPAKIS, of 118 Main Street, Pembroke, New Hampshire,  
(hereinafter called "Landlord"); and THE TOWN OF PEMBROKE, a New Hampshire municipal  
corporation, having its principal offices at 311 Pembroke Street, Pembroke, New Hampshire  
03275 (hereinafter called "Tenant").

Recitals:

A. Landlord owns land and buildings located at 116-122 Main Street, Pembroke, New  
Hampshire (the "Building").

B. Installed in the clock tower of the Building are portions of the so-called "Town Clock,"  
purchased and installed by public donations in approximately 1879.

C. The Tenant wishes to restore the Town Clock to working condition, and to assure access  
to the Town Clock for its maintenance and operation by entering into a formal lease of a portion  
of the Clock Tower.

D. Landlord recognizes the public benefit and the contribution to the attractiveness of the  
Building that will result from the restoration of the Town Clock.

Now, therefore, in consideration of the mutual promises set forth below and for other  
consideration, the parties agree that:

1. DESCRIPTION OF PREMISES. The Landlord hereby agrees to lease to the Tenant, and  
the Tenant hereby agrees to accept, subject to the following terms and conditions, a portion of the  
building located at 116-122 Main Street, Pembroke, New Hampshire, known as the Town Clock  
Tower, as further described in Exhibit A.

2. TERM. The term of the lease shall be for ninety-nine (99) years commencing upon execution. The lease shall be deemed to have been renewed for successive additional terms of ninety-nine (99) years each unless Tenant gives Landlord written notice of its intent not to renew the lease at least six (6) months before the expiration of the preceding lease term.

3. RENT. The annual rent to be paid by the Tenant shall be One Dollar (\$1.00), to be paid at the commencement of each year.

4. HEAT, WATER UTILITIES CHARGES. The Tenant shall pay all charges for electricity, gas, telephone service and other utility services used on the leased premises.

5. REAL ESTATE TAXES. In satisfaction of Tenant's share of the taxes on the Building, the Town of Pembroke shall separately assess the leased premises to the Tenant as the owner, in accordance with RSA 75:2. The parties stipulate that, for purposes of this paragraph, the leased premises shall have an initial assessed value of Four Thousand Five Hundred Dollars (\$4,500.00).

6. FIXTURES AND IMPROVEMENTS. All fixtures and equipment installed by the Tenant, of whatever nature, shall continue to be the property of the Tenant and may be removed by Tenant upon the termination of this lease or any renewal period. The parties acknowledge that the Town Clock is property of the Tenant; provided, however, the Tenant shall not remove the Town Clock from the Building while this lease is in effect and, in the event of removal at the expiration or termination of this lease, the Tenant shall enclose any resulting openings in the exterior of the Clock Tower in a manner and with materials that are reasonably harmonious with the remainder of the Building. Tenant shall at all times be responsible to keep rainwater and other weather elements out of the premises, and shall be liable for any water damage or other damage to the building resulting from a failure to do so during the term of this Lease and for a period of six

months following its termination and expiration.

7. ALTERATIONS AND IMPROVEMENTS. The Tenant shall within a reasonable period of time, at its expense, improve the leased premises, including, without limitation, any improvements and repairs necessary for the installation, maintenance, and operation of the Town Clock, provided, however, that other than installing or replacing the clock face, Tenant shall not alter the exterior appearance of the building without Landlord's written permission.

8. ACCESS. Tenant, and its agents and invitees, shall have a right of access through the remainder of the Building at reasonable times for the operation, repair, and maintenance of the Town Clock, provided, however, that Tenant shall not disturb the quiet enjoyment of any other Tenants in the building. Tenant shall construct a secure access stairway from the third floor to the leased premises at Tenant's expense. Upon reasonable notice, the Tenant shall provide access to the Landlord to the leased premises.

9. RISK OF DAMAGE. All of Tenant's property on the leased premises shall be at the sole risk of the Tenant. Tenant shall indemnify, defend, and hold harmless Landlord against any claims of injury or damage relating to the leased premises.

10. INSURANCE. The Tenant shall purchase and maintain, at its expense, public liability insurance applicable to the leased premises in an amount not to exceed One Million Dollars (\$1,000,000) per incident, with no aggregate, also naming Landlord as an additional insured, and the Tenant shall provide, at Landlord's request, certificates evidencing the insurance, which shall provide for at least ten (10) days' prior written notice to Landlord of any intended cancellation. Tenant may satisfy its obligation to provide insurance through its liability policies for other town activities and properties, and shall not be required to obtain a separate policy for the leased



premises. Landlord shall maintain fire and casualty loss insurance on the Building. Landlord and Tenant each releases the other from liability for loss resulting from fire or other casualty.

11. SUBLETTING AND ASSIGNMENT. The Tenant may assign this lease to a not-for-profit entity established for the purpose of operating and maintaining the Town Clock, provided, however, that Tenant shall remain guarantor of the full and faithful performance of the terms of this Lease. No other subletting or assignment of the premises shall be permitted without Landlord's written permission.

12. USE OF PREMISES. The Tenant shall use the leased premises for the display, maintenance, and operation of the Town Clock.

13. DEFAULT. Tenant shall be in default under this lease if it fails to cure any breach of this agreement within sixty (60) days after Landlord's written notice of the breach, or within such longer time as is reasonably required by Tenant in good faith to cure the breach.

14. LANDLORD'S REMEDIES UPON DEFAULT. Upon the occurrence of an event of default, Landlord shall have the remedies granted to a Landlord of commercial property under RSA 540.

15. SIGNS. Tenant shall be entitled to erect a sign on the exterior of the premises not to exceed eighteen by twenty-four inches (18" x 24") in size, identifying the Town Clock and any contributors to its repair and operation.

16. CHIMES/BELL RINGING. The Town Clock will not produce any sound such as chimes or bells between the hours of 9:01 p.m and 9:59 a.m. Said times shall not be changed without the written approval of the Landlord.

17. TERMINATION OF LEASE. Tenant shall be entitled to terminate this lease following thirty days written notice to Landlord upon the occurrence of any of the following:

- a. Tenant determines in good faith that it cannot with reasonable effort or expense maintain the Town Clock in good working order and condition;
- b. The leased premises are rendered substantially unfit by fire or any other casualty for their use by Tenant for display and operation of the Town Clock.

18. TITLE: QUIET ENJOYMENT. Landlord represents and warrants that it has good title to the premises and that the Tenant shall have quiet and undisturbed possession of the leased premises during the term of this lease. Landlord shall obtain non-disturbance agreements from any holders of mortgages or liens.

19. STATUTORY NOTICE OF LEASE. The parties shall execute and the Tenant may record in the Merrimack County Registry of Deeds a statutory notice of lease substantially in the form of Exhibit B.

20. NOTICE: Any written notice, request or demand required or permitted hereunder, shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered mail, postage prepaid and addressed to Landlord and to the Tenant at the addresses shown in the first paragraph of this Lease.

21. MISCELLANEOUS. This lease is to be construed as a New Hampshire lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns; and may be cancelled, modified, or amended only by written instrument signed by both the Landlord and the Tenant.

WHEREFORE, the parties have executed this lease in duplicate as of the date stated above.

Costa Troupakis  
Costa Troupakis, Landlord

The Town of Pembroke,  
Tenant By Its Board of Selectmen

Armand Martel  
Armand Martel

Gerald R. Belanger  
John B. Goff  
John B. Goff

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 23rd day of  
July, 1998 by Costa Troupakis.

David L. Stack  
Justice of the Peace  
Notary Public

DAVID L. STACK  
NOTARY PUBLIC  
My Commission expires July 19, 2000

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 27th day of  
July, 1998 by Armand Martel, ~~Gerald R. Belanger~~, and John B. Goff, Board  
of Selectmen of the Town of Pembroke, a New Hampshire municipal corporation, on behalf of  
the Town.

David L. Stack  
Justice of the Peace  
Notary Public  
My Commission expires: \_\_\_\_\_

DAVID L. STACK  
NOTARY PUBLIC  
My Commission expires July 19, 2000



EXHIBIT A

The portion of the Landlord's property located at 116-122 Main Street, Pembroke, New Hampshire, subject to this Lease shall include the interior and exterior of the building above the third floor on the southwest corner of the building, known as the Town Clock Tower, together with a right of access through the building to the leased area.

Meaning and intending to describe and convey a leasehold interest in a portion of property of the Landlord acquired by warranty deed from Shawn D. Brady, dated May 28, 1993, recorded in the Merrimack County Registry of Deeds at Book 1917, Page 1889.

EXHIBIT B

STATUTORY NOTICE OF LEASE

Pursuant to the provisions of RSA 477:7-a, the following information is provided relative to a certain lease:

1. The names of all of the parties to the lease and their addresses are as follows:

Lessor: Costa Troupakis  
118 Main Street  
Pembroke, NH 03275

Lessee: The Town of Pembroke  
311 Pembroke Street  
Pembroke, NH 03275

2. The lease was executed on July 23,, 1998.

3. The leased premises are described in the lease as follows:

A portion of the premises located at 116-122 Main Street, Pembroke, New Hampshire, known as the Town Clock Tower, as described in Exhibit A.

4. The term of the lease in ninety-nine (99) years commencing on the date of execution.
5. The Lessee is given in the lease the right to renew the lease for an additional terms of ninety-nine (99) years unless Lessee gives Lessors written notice of its intent not to renew the lease at least six (6) months before the expiration of the preceding lease term.

IN WITNESS WHEREOF, the parties have executed this instrument on the 23rd day of July,, 1998.

  
\_\_\_\_\_  
Costa Troupakis

Town of Pembroke  
By Its Board of Selectmen

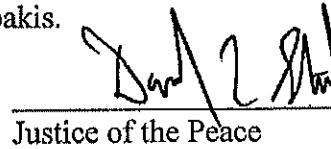
  
John B. Goff

Gerald R. Belanger

  
Armand Martel

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me on the 23rd day of  
July, 1998, by Costa Troupakis.



Justice of the Peace

Notary Public

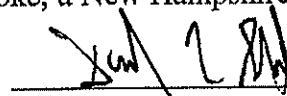
My Commission expires: \_\_\_\_\_

DAVID L. STACK  
NOTARY PUBLIC

My Commission expires July 19, 2000

STATE OF NEW HAMPSHIRE,  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me on the 27th day of  
JULY, 1998, by Armand Martel, ~~Gerald R. Belanger~~, and John B. Goff, being  
the Board of Selectmen of the Town of Pembroke, a New Hampshire municipal corporation, on  
behalf of the Town.



Justice of the Peace

Notary Public

My Commission expires: \_\_\_\_\_

DAVID L. STACK  
NOTARY PUBLIC

My Commission expires July 19, 2000



# MARCH 13, 2021 – SECOND SESSION OF ANNUAL TOWN MEETING (Deliberative)

**ARTICLE 3** - To see if the town will vote to approve the costs items included in the collective bargaining agreement reached between the Board of Selectmen and the International Union of Operating Engineers Local 98 regarding Public Works Employees; which calls for the following increases in salaries and benefits at the current staffing level:

<u>Fiscal Year</u>	<u>Estimated Increase</u>
2021	
2022	
2023	
2024	

And further raise and appropriate the sum of \$\_\_\_\_\_ for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels in accordance with the most recent collective bargaining agreement.

**ARTICLE 4** – To see if the Town will vote to raise and appropriate the sum of \$705,000 to be deposited into the following Capital Reserve Funds established as indicated below:

Town Equipment Capital Reserve Fund	\$250,000
Police Cruiser Capital Reserve Fund	\$ 55,000
Municipal Facilities Capital Reserve Fund	\$100,000
Fire Major Equipment Capital Reserve Fund	\$140,000
Fire Small Equipment Capital Reserve Fund	\$ 10,000
Roadway and Infrastructure Capital Reserve Fund	\$100,000
Revaluation Capital Reserve Fund	\$ 30,000
Cemetery Capital Reserve Fund	\$ 10,000
Police Small Equipment Capital Reserve Fund	\$ 10,000
	<hr/>
	\$705,000

**ARTICLE 5** – To see if the Town will vote to raise and appropriate the sum of \$320,000 to purchase a new Split body trash and recycling truck and to authorize the withdrawal of a sum not to exceed \$320,000 from the Town Equipment Capital Reserve Fund.

**ARTICLE 6** – To see if the Town will vote to raise and appropriate the sum of \$87,000 to purchase a new 1 Ton truck and accessories and to authorize the withdrawal of a sum not to exceed \$87,000 from the Town Equipment Capital Reserve Fund.

**ARTICLE 7** – To see if the Town will vote to raise and appropriate the sum of \$19,000 to purchase a new Service body to be installed on a currently owned 1 Ton truck and to authorize the withdrawal of a sum not to exceed \$19,000 from the Town Equipment Capital Reserve Fund.

**ARTICLE 8** – To see if the Town will vote to raise and appropriate the Budget Committee's recommended amount of \$\_\_\_\_\_ for the 2021 municipal operating budget, not including appropriations by special warrant articles and other appropriations voted separately.

Recommended by the Board of Selectmen

Recommended by the Budget Committee

**ARTICLE 9** - To transact any other business that may legally come before said meeting.

Given under our hands and seal this \_\_\_\_\_ day of **February** 2021.

\_\_\_\_\_  
Ann Bond, Chairman

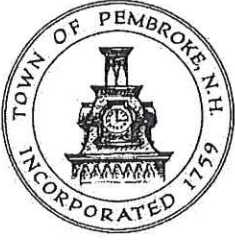
\_\_\_\_\_  
Sandy Goulet, Vice Chairman

\_\_\_\_\_  
Michael Crockwell

\_\_\_\_\_  
Richard Bean

\_\_\_\_\_  
Karen Yeaton

Board of Selectmen  
Town of Pembroke, NH



## TOWN OF PEMBROKE

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

Tel: 603-485-4747

December 10, 2020

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

RE: Appointment of Kevin Foss from Planning Board Alternate to Regular Member

Dear Board of Selectmen:

The Planning Board has unfortunately received a resignation letter from Dan Crean. The Board wishes him well, but his member term (expiration 4/30/2022) needs to be filled as soon as possible to maintain a full Board. At their meeting on December 8, 2020, the Planning Board voted to nominate Alternate Kevin Foss to a Regular Member.

The Planning Board respectfully request the Board of Selectmen consider appointing Mr. Foss as a Regular Member to the Planning Board.

Sincerely,

Carolyn Cronin  
Town Planner

## David Jodoin

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**From:** DANA CARLUCCI <taihi@comcast.net>  
**Sent:** Wednesday, December 16, 2020 8:04 AM  
**To:** davidshim0414@gmail.com  
**Cc:** David Jodoin  
**Subject:** Suncook United Methodist Church Parking  
**Attachments:** SUMC parking agreement.pdf

Hi Pastor David,

I noticed that the 10 spaces next to the Church have not been plowed. I pulled out the Memorandum of Understanding from 2005 that SUMC and the Selectmen agreed on (attached).

The town built the diagonal spaces on good faith but the SUMC according to Town Hall did not complete the transfer of property. Out of consideration, the Town, under certain administration, maintained it; even at risk of liability. According to Town Hall, SUMC never transferred the property to the Town. I feel it would be a benefit to SUMC as well as the downtown to transfer this property and make sure that these spaces can be maintained by the Town. If these spaces fall under a "municipal lot", like the others that the town has, cars will move every 24 hours so spaces are made available, unlike the situation now. As you know, at least 1 or 2 vehicles are still parked there from the last storm. The Town has no jurisdiction to ticket or tow abandoned vehicles now. I feel there is risk of liability to the church if something happens on those parking spaces (slip and falls, etc.)

David Jodoin, our Town Administrator, is very approachable and knowledgeable. If you feel you and the Trustees would like to complete this agreement and transfer the property, you could call David at Town Hall to set up a meeting.

Please keep me informed. Your Church and its activities add a lot to our downtown and community.

Sincerely,  
Dana Carlucci



## David Jodoin

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**From:** DANA CARLUCCI <taihi@comcast.net>  
**Sent:** Monday, December 14, 2020 11:45 AM  
**To:** David Jodoin  
**Subject:** Suncook United Methodist Church Parking  
**Attachments:** SUMC parking agreement.pdf

Hi David,

Please share this email with the Board of Selectmen.

The downtown is feeling the effects of winter.

I noticed that, after our first major storm, the 10 parking spaces at the Suncook United Methodist Church (SUMC) had not been plowed. VJ, at the Public Works Department, told me that he was told not to plow those spaces. Having lost the 12 spaces at 4 Union Street and now the 10 at the SUMC is quite concerning.

I have attached information on the SUMC parking project. The memorandum of understanding states that the Church gave the Town the land to build the diagonal parking with the understanding that the Town will "not impose any restrictions or regulations prohibiting or preventing the church from using said public parking for its members, services, and/or functions."

If the Suncook United Methodist Church spaces were considered municipal parking, it would coincide with the other municipal parking snow removal guidelines.

The downtown lost 12 spaces at 4 Union Street. My concern is if we lose these 10 parking spaces, we may be slipping backwards from the decades of time and money spent to revitalize this area after the mills closed. We have some good businesses in Suncook Village (B1 and B2) that generate local, state, and federal revenue and deserve our attention.

The previous administration committed time and money to assist in making this one of the best maintained industrial-era villages in New Hampshire (from the 2009 masterplan). Many of us have put trust in the previous administration and rehabilitated these properties. As long as they produce income, they will continue to be upgraded and maintained. Without parking and plowing, these properties will struggle because the businesses will struggle.

A periodic run with the sidewalk plow would also be appreciated.

Dana Carlucci  
8A Prospect Street  
Pembroke, NH

PS If the property transfer was never done, I would be willing to reestablish a conversation with Pastor David and the Trustees on the importance of having these spaces in the Town's hands.

**BOARD OF SELECTMEN  
TOWN OF PEMBROKE, NH  
DECEMBER 7, 2020 at 6:30 PM**

**DRAFT**

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Present: Chairperson Ann Bond, Selectman Michael Crockwell, Selectman Karen Yeaton,  
Selectman Richard Bean

Excused: Selectman Sandy Goulet

Staff: Town Administrator David Jodoin

**I. Call to Order:**

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

**II. Citizens Comment:**

None

**III. Scheduled Meetings**

Chief Gilman - Parking

Dwayne Gilman, Chief of the Pembroke Police Department, spent time in downtown Pembroke trying to figure out a creative solution to the parking issue. Chief Gilman decided the easiest way they will be able to monitor the 2-hour time limit without marking tires is to measure from the tire to the line of the parking space and make a note of where the valve stem is. They will make a notation in the car of license plate and measurements that can be passed off the next officer on shift.

Selectman Bean spoke with the manager of TD Bank in Suncook. He suggested that anyone looking for parking should contact them.

Selectman Bean asked how the change to a one way for Church Street has gone. The Chief explained that they will sit and inform people who are going the wrong way that there have been changes. They have not been issuing tickets while people get used to the transition from a two-way street to a one way. They will likely start ticketing in another week or so.

Chief Gilman discussed the delay in the body camera purchase. The Select board approved the camera purchases for the quoted price and when the Chief called the company to put in the order, he double checked that the cameras would be supported. The company then informed him that they would only be supported until the end of the year because a new model is coming out next year. At that point, the Chief stopped the purchase. The new cameras will have a 2-year warranty and will

cost \$6,828. The Chief is concerned that as demand rises across the country, it will cause the price to increase even further. The Chief is going to look around for a different company and a better deal and if he cannot find one, this will be revisited.

#### Victor Ranfos – Culvert Discussion

Victor Ranfos was unable to attend the meeting. Selectman Yeaton explained that Borough Road from North Pembroke Road to the Chichester Town Line is on the list for repair next year at a cost of \$264,000. The culvert in that area needs to be replaced before they are able to do the road.

Selectman Yeaton made a motion to approve the bid with GMI Asphalt for the culvert replacement at about 935 Borough Road in the amount of \$7,425. Selectman Crockwell seconded the motion. Motion passed 4-0.

#### **IV. Old Business:**

##### COVID-19 Travel and Quarantine Policy

David Jodoin showed the updated policy to the Police Department and Department of Public Works. They did not have any major concerns. The quarantine associated with personal travel will not qualify for the 80 hours of paid time off under the CARES Act. Funding is due to expire at the end of the year for those who are out due to COVID. David would like to see something in the policy that clarifies the disciplinary action that could happen if someone travels and does not notify their supervisor. He is going to add language to refer them to the employee handbook.

Selectman Bond asked if the employees of the Town are given a handbook with a page at the end that they sign indicating they have read and understood the policies provided to them. David answered that they do. Chief Gilman explained they have their own set of policies at the Police Department above and beyond the town's policies for them and every time there is a change, it is posted in the station, and all officers need to sign that they have read and understood the change.

Selectman Yeaton made a motion to approve the Travel and Quarantine Policy as amended, Selectman Bond seconded the motion. Motion passed 3-0. Richard Bean abstained.

#### **V. New Business**

##### Execute 2020 State Equalization Report

David Jodoin explained the Equalization Report is done every year for the State of New Hampshire. It lists properties sold, sale price, and town assessment. They take that information and come out with a ratio.

Selectman Bean made a motion to sign the 2020 State of New Hampshire Equalization Report. Selectman Yeaton seconded the motion. Motion passed 4-0.

#### Execute Corcoran Consulting and Sansoucy Assessing Contract

Selectman Bond motion to authorize the Town Administrator to sign the assessing contract with George Sansoucy and Corcoran Consulting. Selectman Yeaton seconded the motion. Motion passed 4-0.

#### 2021 Curbside Schedule

David Jodoin presented the Selectman with the 2021 holiday curbside trash pick-up schedule. It will be in the Town Report and on the website.

Selectman Bond asked if there will be a hazardous waste day this year. David answered that it is in the budget and tentatively scheduled for September 11, 2021.

#### Letter from Donald and Jacqueline Zeaman

The Board received a letter from Donald and Jacqueline Zeaman. A letter was also sent to the Planning Board. The Zeamans are requesting the Town pay for a deeper well to be drilled if after the San-Ken Homes development is built, their well goes dry. Selectman Bean asked where the development stands right now. Selectman Bond explained that the project has been approved but they are holding off on documents for the home owner's association. They will bring it to the next meeting. They also do not want to put in sidewalks. Selectman Crockwell asked if they can require a bond in case the wells in the area are impacted. Selectman Bond stated that San-Ken took a radius around their project and there is potential for six existing wells to be impacted. Selectman Yeaton read from the hydrology study provided to the Planning Board prior to the plan approval that it was suggested San-Ken either have their own community water source or they conduct a study of the existing wells in the area for quality and quantity. Prior to installation operation of the proposed wells, a base line survey of existing water wells should be conducted for comparative purposes should the neighboring property owners report impacts. Selectman Bond stated she will look in the meeting minutes to find out what happened at the Planning Board meeting regarding these recommendations.

Selectman Bean asked if San-Ken is still going forward with their lawsuit against the Town for not opening the Range Roads. Selectman Bond explained that it is on hold but has not been dismissed. She will look for more information on this.

Discussions regarding the letter are tabled until the next meeting so they can get more information about what happened during the Planning Board meetings.

### Letter from Meet me in Suncook

Meet Me in Suncook sent a letter requesting a warrant article for the creation of a capital reserve to maintain the town clock and a \$5,000 yearly appropriation to add to it. David Jodoin explained that the capital reserve would be set up with the Selectman as agents to expend and then it would become part of the normal CIP process. Selectman Yeaton clarified that the building the clock tower sits on is leased at \$1.00/year for 99 years. Selectman Yeaton asked what would happen if the building is ever sold. David explained that the building was sold a few years ago and the 99-year lease transfers owner to owner. Selectman Crockwell asked how many years are left on the lease. David answered there are a little over 80 years left. Selectman Bean suggested looking to see if it qualifies for a historical monument. David is fairly certain they have looked into that before and there were road blocks because the Town does not own the building it sits on. Selectman Yeaton would like to learn more about their plans for the clock, the language of the lease, and she has concerns for the structural integrity of the building.

This discussion is tabled to the next meeting.

### Manifests/Abatements

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

### Minutes 11/9/20, 11/14/20, 11/16/20, 11/23/20; Non-Public 10/19/20; 11/9/20; 11/16/20

Selectman Yeaton made a motion to accept the minutes of November 9, 2020. Selectman Bond seconded the motion. Selectman Crockwell abstained. Motion passed 3-0.

Selectman Bond made a motion to accept the minutes of November 14, 2020. Selectman Yeaton seconded the motion. Selectman Bean abstained. Motion passed 3-0.

Selectman Crockwell made a motion to accept the minutes of November 16, 2020. Selectman Yeaton seconded the motion. Motion passed 4-0.

Selectman Bean made a motion to accept the minutes of November 23, 2020. Selectman Bond seconded the motion. Motion passed 4-0.

Selectman Yeaton made a motion to accept the None-Public minutes of 10/19/20, 11/9/20, and 11/16/20. Selectman Bean seconded the motion. Selectman Crockwell abstained from the 11/9/20 minutes. Motion passed 4-0.



## **VI. Town Administrator Report:**

The Pembroke Fire Department has released their Santa route. Santa will be in the bucket of the Fire Truck and driven around town.

Carolyn Cronin was asked to solicit estimates for a consulting review of zoning ordinances. They have identified many inconsistencies and inaccuracies in the current ordinances as well as formatting issues. There are 3 bids that range from \$3,500-10,000. The Planning Board does not feel as though they have the time to go through and rewrite the zoning ordinances. Selectman Bond asked if the funds are currently available to do this project. David explained that after the next manifest, they will have a better idea of how much is left over that has the ability to be encumbered.

David discussed the warrant article from 1990 regarding changing the class of Beacon Hill Road. It appears as though it was changed due to traffic concerns. Selectman Bean asked if the road was closed at town meeting, how it can be opened up again without town meeting. David explained that the Selectman have the authority to open it. William Evans petitioned the Board under the layout provisions for the Board of Selectmen to do a lay out over a class 6 road and make it into a class 5. The applicant would have to pay to bring the road up to current town specs. Right now, he just is asking for 200-300 feet be opened so he can access his property. Emergency services do not seem to be too concerned with having the road opened all the way to Route 3. Public Works felt it would be helpful if it was open for plowing purposes. Selectman Bean asked if the neighbors have voiced concerns. David and Selectman Bond explained that many showed up to the public hearing.

The county is proposing an increase of 2.95% in the tax rate for 2021.

## **VII. Committee Reports:**

Selectman Crockwell – None

Selectman Bean – None

Selectman Bond – Planning is working on warrant articles.

Selectman Yeaton – The Budget Committee met to discuss the Library and Police Department budgets. The School District gave an update and they are currently proposing a 2.25% operational increase and that does not include warrant articles that total around \$390,000. It also does not include the new contract for the paraprofessionals. They discussed March Town Meeting and the concerns to safely hold a Budget Committee public hearing. Dan Crean resigned from the Committee. David Jodoin discussed concerns for the lack of language in the current statutes for traditional town/school district meeting entities who do not have a default budget. They believe what they can do is open the town meeting and then recess to a later date. Typically, the town is operating on a deficit budget for three months and if the budget doesn't pass, they have time to make the necessary cuts. This year, if they operate on a deficit budget for 6 months, those cuts become a lot harder to make. David is currently drafting warrant articles and they will be ready for the Budget Committee by the next meeting. Roads Committee reviewed the 5-year plan and made plans for 2021. There are 15 projects at an estimated cost of \$470,000. Assuming all projects pass the

Budget Committee, bids will go out in February. At Solid Waste, they are looking at revising the solid waste ordinances and will have that ready for Town Meeting. They met with representatives from Casella to discuss private haulers. They also discussed privatization. There are concerns about being able to handle the volume in Town with the new developments. Casella is open to discussing the possibility of outsourcing to them for a route one of the days.

**VIII. Other Citizens Comment:**

None.

**IX. Non-Public Session:**

Selectman Crockwell made a motion to enter into non-public session in accordance with RSA 91-A:3 II (b) Hiring Public Personnel, seconded by Selectman Bean at 8:20pm

Roll Call Vote:

Selectman Bond	Yes
Selectman Bean	Yes
Selectman Yeaton	Yes
Selectman Crockwell	Yes

The Board came out of non-public session at 8:45 PM

**X. Adjourn:**

Selectman Bean made a motion to adjourn at 8:46 PM, Selectman Crockwell seconded the motion and it was approved unanimously.

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Ann Bond, Chairman

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

## Plow Route #1 – by street

Leave Public Works Garage, Take right onto Exchange Street, Continue up Front Street, Turn right onto Main Street, Turn left into Mill Falls dump snow to the right of condo entrance, Turn around come out of Mill Falls, Turn right onto Main Street, Turn right onto Glass Street, Turn around at Smith Avenue, come back down Glass Street, turn right onto Turnpike Street, Turn right onto Main Street, Turn around at Route 3, Come back down Main Street, Turn left onto Turnpike Street, Turn right onto Millard, Turn right onto Kimball, Turn right onto Main Street, Turn right onto Turnpike Street, Turn right onto Glass Street, Turn right onto Kimball Street, Turn right onto Millard, Turn right onto Turnpike, Turn right onto Glass Street, Turn right onto Church Street, Turn right onto Main Street, Turn right onto Kimball Street, Turn right onto Glass Street, Turn right onto Main Street, Turn right onto Central Street, Turn right onto Church Street, Turn right onto Glass Street, Turn right onto Main Street, Turn right onto Church Street (wrong way), Turn right on Central Street (wrong way), Turn right onto Main Street, Turn around at Route 3, come down Main Street, Turn right at Broadway, Turn right at Noyes, Turn around at Route 3, come down Noyes, Turn right onto Broadway, Turn around at Route 3, Come down Broadway, Turn right at Fairview, Turn right at Colonial, Turn left at Donald, Turn right at Mason, Turn right at Brittany Circle, clear circle, come down Brittany Circle, Turn right onto Mason, clear circle, come up Mason, Turn left at Renarl, Turn around at Fairview, come down Renarl, Turn right onto Mason, Turn right onto Donald, Turn right onto Colonial, Turn right onto Fairview, Turn around at Mason, come up Fairview, Turn right onto Broadway, Turn right onto Pine Street, Turn right onto High Street, Turn right onto Lindy, Turn around come back down Lindy, Turn right onto High Street, Turn around come back down High Street, Turn right onto Simpson, Turn right onto Harold, Turn around at end, come back up Harold, Turn left onto Simpson, Turn left onto High Street, Turn right on Pleasant Street, Turn right at apartments, Turn around, Turn right at shop, Turn around go up Pleasant Street, Turn right onto Bridge Street, Turn right onto Front Street, Turn right onto Exchange Street, Turn right onto Pleasant Street, Turn right onto High Street, Turn right onto Front Street, Turn right onto Bridge Street, Turn right onto Pleasant Street, Turn right onto High Street, Turn around on Front Street, come up High Street, Turn right onto Union Street, Turn right at Main Street, Turn right onto Front Street, Turn right onto High Street, Turn right onto Pleasant Street, Turn right onto Appleton, Turn right onto Union Street, Turn right onto High Street, Turn right onto Pleasant Street, Turn right onto Prospect Street, Turn right onto Union Street, Turn right onto Appleton, Turn right onto Pleasant Street, Turn right onto Broadway, Turn right onto Main Street, Turn right onto Union Street, Turn right onto Prospect Street, Turn right onto Maple Street, Turn right onto Broadway, Turn right onto Pleasant Street, Turn right onto High Street, Turn right on Maple Street, Turn right onto Prospect Street, Turn right on Pleasant Street, Turn right onto High Street, Turn right on Pine Street (wrong way), Turn right onto Prospect Street, Turn right onto Maple (wrong way), Turn right onto High Street, Turn right onto Pine Street (wrong way), Turn right onto Broadway, Turn right onto Maple (wrong way), Turn right onto Prospect, Turn right onto Pine Street (wrong way), Turn right onto Broadway, Turn right onto Main Street, Turn right onto Front Street, Turn right onto Exchange Street. Stop at shop and reload. Go out Exchange Street to Front Street to Glass Street, Start Buck Street, Turn right onto Pheasant Run, Turn around at end, come up Pheasant Run, Turn right onto Buck Street, Pick up plows after Academy Road, Turn right onto Ryan Drive clean hammer head, come out Ryan Drive Turn right onto Buck Street, pick up plows, Turn right onto Old Bear Brook Road, Turn right onto Lane End, Turn around come out Lane End, Turn right onto Old Bear Brook Road, Turn around come out Old Bear Brook Road, Turn right onto Buck Street, Pick up plow, Turn left onto Route 28, Turn left onto North Pembroke Road, plow to Epsom Town Line, pick up plows, Turn around on Lena Lane in Epsom,

plow North Pembroke Road from Epsom Town Line to Route 28, Turn right onto Route 28, pick plows up, Turn right onto Thompson Road, Turn around on Buck Street, come down Thompson Road, Turn right onto Route 28, pick up plows, Turn right onto Buck Street, keep plows up until Nixon Road, Turn right onto Nixon Road, turn around at Buck Street, finish Nixon Road, Turn right on to Buck Street pick up plows, Turn right onto Dudley Hill Road, Turn right onto Eastview Drive, come out East Meadow Lane, Turn around at Dudley Hill, go back down East Meadow Lane, come out Eastview Drive, Turn right onto Dudley Hill, Turn right onto Fifth Range Road, Turn around at end, come up Fifth Range Road, Turn right onto Fourth Range Road, Turn left onto Church Road, Turn around at Route 3, come down Church Road, Turn right onto Belfry Court, clean circle, come out Belfry Court, Turn right onto Church Road, Turn right onto Cross Road, Turn around at Academy Road, come down Cross Road, Turn right onto Church Road, Turn right onto Dudley Hill, Turn right on Westview Terrace, clean circle, come out Westview, Turn right onto Dudley Hill, Turn right onto Buck Street, pick up plows, Turn right onto Academy Road, Turn left onto Alexander Drive, clean circle, come down Alexander Drive, Turn right onto Academy Road, pick up plows, Turn right onto Buck Street, put down plows, Turn right onto Dearborn Road, Turn around at Route 3, go back down Dearborn Road, Turn right onto Buck Street, Turn right onto Smith Avenue, Turn right onto Tina Drive, Turn around at Smith Avenue, finish Tina Drive, Turn right onto Smith Avenue, Turn round at Dearborn Road, go down Smith Avenue, Turn right onto Buck Street, follow to Glass Street to Front Street to shop.

### Route #3

Start - up Brickett Hill Road, Left on Fourth Range Road, Right onto Cross Country Road, Right on Sixth Range Road to end of pavement. Turn around and go back up Sixth Range Road to Cross Country, Right on North Pembroke Road, Right on Hardy Road, and on to North Pembroke Road, Turn right to Epsom Town Line, turn around and come back North Pembroke Road, Right on Cross Country Extension to Chichester Town Line, Turn around come back to North Pembroke Road, Turn right on Plausawa Hill Road to top, turn around, come back to North Pembroke Road, Turn right continue towards Concord, Turn right on Borough Road to Chichester Town Line, turn around, come back and take right on Robinson Road, go to Horse Corner Road, take left to Route 4, take right to Ricker Road, take left go to Loudon Town Line turn around and come back to Route 4, Turn right to Horse Corner Road, take left, go to Robinson Road take right, then right on Preve Lane, then right on Robinson Road to Wellington Way, take right, come back to Robinson Road, take right to Borough Road, take right to North Pembroke Road, take right , go to Concord Town Line, Turn around and going up North Pembroke Road then take right on Borough Road, then take right on Eley Lane to end, turn around back to Borough Road, take right to Clough Mill Road, go to Route 106, take left to Riverwood Drive, take right go to end, come back to Route 106, take left to Clough Mill Road, take right to Old Borough Road, take right to Borough Road, turn around and come back to Clough Mill Road, take right to Borough Road, take right to Route 106, turn around and go back up Borough Road to right on Rosedale to end , then right on Haleigh's Court to end, turn around then right on Rosedale to right on Borough Road to right on North Pembroke Road to Cross Country Road, take right go straight through to Rebecca's Way, come back to Cross Country, take right go to end of Cross Country Road, Finish at Fourth Range Road and go back to shop.



Route #4 (550)

Riverwood	Open Road Salt
Brickett Hill Road	
Bean Hill Road	
Center Road	
Elm Street	
Girard Avenue & Driveway	
Grandview	
Perley Avenue	
Chappelle Street	
Rowe Avenue	
Meadow Lark Lane	
Town Hall & Safety Center	Open Salt
Howard Street	
Hillcrest	
Central Street	
Village Lane	
Crescent Street	
Church Street Extension at Lavallee's Store	
Mill Falls Road	
Middle Street	
Keystone Lane	
Skyview Terrace	
Wilkins Avenue	
Nixon Road	
Bachelder Road to Epsom town line	
North Pembroke Road	
Town Hall & Safety Center	– clean up at end of storm

## Route #2

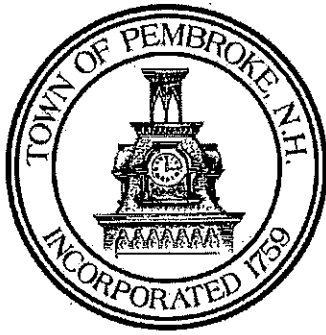
Pembroke Hill Road, right on Perley Avenue (wrong way) through School, right on Chappelle, stuffed. Go back down, right on Rowe, stuffed on Pembroke Hill Road, go back up right on to Rowe Avenue up around and continue up Pembroke Hill to Third Range Road, go right on Third Range, down to turn around, up to latter half of Pembroke Hill. Right on to Fourth Range Road, right on Brush Road, turn around at end of pavement. Go back to Fourth Range Road, down to bottom, Turn around to Upper Beacon Road to the end of the pavement. Turn around up to Fourth Range Road, right on to Brickett Hill Road, right to Jacks Drive, around the cul-de-sac, go back to Brickett Hill Road right on to Ashley Drive and around cul-de-sac, then down Brickett Hill to Route 3, Turn around and back up Brickett Hill to Fourth Range Road, right on Fourth right on Pembroke Hill then right to Third Range Road to the end of the pavement, turn around go down to Pembroke Hill Road, past first entrance to Deerpath Lane, right at second entrance go around Deerpath Lane, turned around at Pembroke Hill and finishes Deerpath Lane. Then right on to Pembroke Hill Road, down to Elm Street right on Elm, right on Girard Avenue come around at Pembroke Hill Road, go in Girard Avenue right up Elm Street to Grandview Road, right on Grandview Road to turn around at Pembroke Hill Road, up Grandview to end. Turn around and go back to Elm Street, right on Girard to end. Turn around and go back to Elm Street, down to Pembroke Hill, right out to Route 3. Right on to lower Beacon Hill Road to end of pavement, turn around out to Route 106 right on to Commerce Way. Turned around at Borough Road then back to Commerce Way out to Route 106, down Route 106 to Sand Road, clean four-way intersection and plow up past liquor store to turn around.

## Route #5

I start by coming across from Route 106 to Kline Way, I start in the center of the road and plow the snow to the right, I stop and clean part of the Kline Way/Cooperative Way intersection, I turn around going up Kline Way to Route 3 and push the snow to the right, facing south on Route 3. I back down Kline Way to clean the 3 lanes coming up Kline Way continuing to push the snow to the right. I will come out of Kline Way to loop around to clean the on ramp from Route 3 to Kline Way. I will proceed to Cooperative Way and up to Cooperative Way and Route 3. I will loop around from Cooperative Way to Kline Way To Route 3, repeat 2 or 3 times to clear snow. I will then start from Route 3, Kline Way/Cooperative Way intersection. I proceed to Whittemore Road and clean the Route 3 intersection, after I plow Whittemore Road to Woodlawn Ridge Road. I will attempt to put most of the snow in the cul-de-sac island and return back to Whittemore Road. I continue to Route 3 and turn around. I will plow down Whittemore to Woodlawn and plow the outside of the cul-de-sac. I head for Fairway and plow across the intersection of Fairway. I back up and plow the center of Fairway. I loop around clockwise around the cul-de-sac to Whittemore. At Whittemore I turn around and plow the remaining lane of Fairway and plow the outside of the cul-de-sac of Fairway. Continuing up Whittemore to Route 3. Next to Donna Drive. I do one pass up and down just Donna Drive. Coming out of Donna Drive, I head to Bow Lane plowing down Bow Lane to the center lane of Nadine Road, Turning down Micol and turning around at Melissa. From Micol to Nadine I will clean the dead end of Nadine, from Nadine plowing out of Bow Lane to Route 3. Heading back down Donna Drive to the second entrance of Terrie Drive, loop around the center of Terrie back to Donna Drive, then right around Terrie again and back to Donna. Continue down Donna to Ross Avenue and right to the center lane of Melissa to Terrie. A wide turn on Terrie to Donna, repeat Donna to Ross to the right side of Melissa. Finish the right side of Terrie to Donna Drive. Continue down Donna Drive to Nadine. Plowing Nadine to the center lane of Melissa to Ross to Donna, continuing right to Nadine and Melissa and Ross to Donna. From Donna to Nadine to Micol. Right on Micol to Melissa, right around Nadine to Micol to Melissa. Turn around back down Micol to Nadine to Bow Lane. Out to Route 3 and back down Donna Drive. All rights from Donna to Terrie to Melissa to Micol to Nadine. Down White Sands Road. After cleaning the paved section of the pump station, I come out of White Sands Road up Bow Lane. Out of Bow Lane to Peaslee Drive, plowing the center lane of Peaslee Drive straight to the stop sign of Peaslee, a right turn just to tuck in the snow. Return to Route 3 and Peaslee. Plowing down Peaslee to push snow into the inside circle of Peaslee. After stuffing the snow near the stop sign, return to Route 3 and Peaslee again. Again down Peaslee and a right around Peaslee to Route 3. To Sherwood Meadows, entering to the first intersection, clearing much of the intersection. Back up to the start of the intersection to set up for the next pass I will make shortly. Continuing forward to the center lane of Sherwood Meadows to second intersection of Sherwood. Making a big swipe to clear most of the intersection. Then back to the beginning of the second intersection of Sherwood and continue forward to the lower road of Sherwood Meadows. Now a right around to the third intersection of Sherwood and clear most of that intersection, knowing I'm going to be doing rights around Sherwood Meadows. Proceed in the center lane of the center road of Sherwood Meadows, continue right until back at Route 3. Turn around at Route 3, continue down Sherwood Meadows to the center road looping right around until the first intersection again. Proceed to the lower loop and continue around it. Exit Sherwood Meadows to Route 3, return down Sherwood Meadows staying to the right until returning to Route 3. Onward to Riverview Way. The entrance of Riverview Way is stuffed across the large intersection with multiple passes. Continue down Riverview to the cul-de-sac and proceed to stuff the snow into the center, continue around the circle for one rotation then proceed out to Route 3, stuff snow at end of Riverview. Return down Riverview to plow the outside of the cul-de-sac. I do not plow the section from

the cul-de-sac to North and/or South Browning Court. Return to Route 3. A wide left turn on Dearborn Road continuing down the center lane. Proceed to just past Smith and stuff snow. Back up and continue down center of Smith Avenue to second right on Tina. Clear the intersection before turning right on Tina. Go down Tina to Smith back past Tina to Dearborn. Go right on Dearborn to Buck Street. At the end of Dearborn, I do multiple wide right turns to stuff the snow from the intersection right. Back up Buck Street to continue up Dearborn. Plow up Dearborn to Route 3, Clear the center lane to the right, then back if safe to do so to clear the right turn lane. If unsafe, I will continue backwards, north bound on Route 3 to turn right on Dearborn. Continue down Dearborn to right on Smith. Turnaround at Buck Street, up Dearborn to first turn on Tina Drive up to Smith Avenue. Another right down Dearborn to Buck Street. Stuff it, turn around and head up Dearborn to Route 3.

At intersections, whenever possible I stuff the snow to the right just after the intersection. Treating the intersections and Hill with salt and/or sand as I go. The plow route is subject to change for multiple reasons, example, power lines down, trees down, supervisor orders or traffic etc., Plow route is approximately 4-6 hours for each pass.



# *Town of Pembroke*

## *Department of Public Works*

8 Exchange Street, Pembroke, NH 03275  
Phone: (603) 485-4422 Fax: (603) 485-2613

**To:** Board of Selectmen  
**From:** VJ Ranfos, PW Director  
**CC:** David Jodoin  
**Date:** October 15, 2020  
**Re:** Seasonal Street Maintenance Plan

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### November – March

- Snow plowing
- Snow removal
- Remove snow from around
- Roadside cutting if lack of snowfall

### April – May

- Street sweeping
- Repair winter plow damage
- Repair/replace street signs

### June – August

- Catch basin cleaning
- Road striping
- Road mowing
- Trim brush from around signs
- Road paving /construction projects
- Roadside ditching

### September – October

- Finish road paving / construction projects
- Get trucks ready for winter maintenance

\*Paving / cold patching pot holes – year round

\*Roadside brush cutting as needed – year round



11/9/2020

## Paving

Year	Street	Order	Priority	PCI	Length (ft)	Width (ft)	Repair	Cost
2020	Dudley Hill Rd	3	49.75	53	696	21	FDR & HMA (4")	\$29,715
2020	North Pembroke Rd	6	67.5	70	1320	20	FDR w/ Asphalt Stabilization and HMA (3")	\$57,046
2020	North Pembroke Rd	7	67.75	69	1320	20	FDR w/ Asphalt Stabilization and HMA (3")	\$57,046
2020	North Pembroke Rd	8	74.25	43	1321	20	FDR w/ Asphalt Stabilization and HMA (3")	\$57,089
2020	North Pembroke Rd	9	70.25	59	1318	20	FDR w/ Asphalt Stabilization and HMA (3")	\$56,959
<b>Total 2020</b>								<b>\$257,853</b>
2021	Borough Rd	7	60.25	71	2375	20	Isolated Patch and HMA Shim	\$5,685
2021	Borough Rd	9	47.25	63	1583	22	FDR & HMA (4")	\$73,067
2021	Borough Rd	10	46.25	67	1319	22	FDR & HMA (4")	\$60,882
2021	Borough Rd	11	48	60	1319	22	FDR & HMA (4")	\$60,882
2021	Borough Rd	12	46.25	67	965	22	FDR & HMA (4")	\$44,542
2021	Brickett Hill Rd	4	63.75	53	1710	21	Isolated Patch and HMA Shim	\$4,298
2021	Cross Country Rd	11	33	88	1979	22	Chip Seal	\$12,495
2021	Cross Country Rd	12	33	88	1309	22	Chip Seal	\$8,265
2021	Exchange St	1	63.5	58	575	24	Milling / HMA (1.5")	\$13,145
2021	Front St	1	69.5	62	1230	24	Milling / HMA (1.5")	\$28,119
2021	Hillcrest Ave	1	28.25	47	562	19	FDR & HMA (4")	\$22,403
2021	Horse Corner Rd	1	57	48	1216	31	Isolated Patch and HMA Shim	\$4,511
2021	Ricker Rd	1	48.75	53	1320	28	Isolated Patch and HMA Shim	\$4,423
2021	Ricker Rd	2	50.25	47	1410	28	Isolated Patch and HMA Shim	\$4,725
2021	Ryan Dr	1	25.25	59	965	31	Double Chip Seal	\$14,248
2021	Wellington Way	1	19	84	1612	22	Chip Seal	\$10,178
<b>Total 2021</b>								<b>\$371,868</b>
2022	Borough Rd	1	61.75	65	1321	22	HMA Overlay (1.5")	\$21,244
2022	Borough Rd	2	64	56	1322	20	HMA Overlay (1.5")	\$19,327
2022	Borough Rd	3	62.75	61	1322	20	HMA Overlay (1.5")	\$19,327
2022	Borough Rd	4	63	60	1319	20	HMA Overlay (1.5")	\$19,283
2022	Borough Rd	5	63.25	59	1320	20	HMA Overlay (1.5")	\$19,298
2022	Borough Rd	6	59.25	75	1320	20	HMA Overlay (1.5")	\$19,298
2022	Buck St	1	69.75	61	1319	23	FDR & HMA (4")	\$65,686
2022	Buck St	2	72	52	1320	23	FDR & HMA (4")	\$65,736
2022	Buck St	3	68	68	1320	23	FDR & HMA (4")	\$65,736
2022	Buck St	4	70.25	59	1320	23	FDR & HMA (4")	\$65,736

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## Paving

2022	Buck St	5	68.5	66	1319	23	FDR & HMA (4")	\$65,686
2022	Buck St	6	61.75	93	1273	23	HMA Overlay (1.5")	\$21,402
2022	Buck St	6	61.75	93	1273	23	HMA Shim (3/4" avg)	\$10,849
2022	Church Rd	1	54	64	1319	24	HMA Overlay (1.5")	\$23,140
2022	Church Rd	2	52.75	69	1234	24	HMA Overlay (1.5")	\$21,649
2022	Fourth Range Rd	2	62.75	61	1321	22	HMA Overlay (1.5")	\$21,244
2022	Fourth Range Rd	3	60.25	71	1321	22	FDR w/ Asphalt Stabilization and HMA (3")	\$66,881
2022	Fourth Range Rd	4	63.75	57	1321	22	FDR w/ Asphalt Stabilization and HMA (3")	\$66,881
2022	Fourth Range Rd	5	61.5	66	1321	22	FDR w/ Asphalt Stabilization and HMA (3")	\$66,881
2022	Fourth Range Rd	6	66.5	46	1320	22	FDR w/ Asphalt Stabilization and HMA (3")	\$66,830
2022	Lanes End	1	20	80	266	20	Crack Seal (Major)	\$369
2022	Main St	2	79.75	49	989	29	FDR & HMA (4")	\$62,100
2022	Pembroke Hill Rd	3	59.5	74	1320	24	Isolated Patch and HMA Shim	\$3,913
2022	Pembroke Hill Rd	4	62	64	1622	22	Isolated Patch and HMA Shim	\$4,407
2022	Pleasant St	1	67.75	69	1573	26	HMA Overlay (1")	\$20,205
2022	Sherwood Mdws	1	17.75	89	1322	28	FDR & HMA (4")	\$80,147
2022	Sherwood Mdws	2	17.75	89	790	28	FDR & HMA (4")	\$47,894
2022	Sherwood Mdws	1	17.75	89	376	28	FDR & HMA (4")	\$22,795
2022	Third Range Rd	1	29.25	43	916	18	FDR & HMA (4")	\$35,700
Total 2022								\$1,089,643
2023	Bow Ln	2	58.75	45	1320	22	Isolated Patch and HMA Shim	\$3,702
2023	Brickett Hill Rd	1	58.75	73	1321	21	Milling / HMA (1.5")	\$28,143
2023	Brickett Hill Rd	2	58.75	73	1320	21	Milling / HMA (1.5")	\$28,122
2023	Brickett Hill Rd	3	60	68	1322	21	Milling / HMA (1.5")	\$28,164
2023	Brickett Hill Rd	4	63.75	53	1710	21	Milling / HMA (1.5")	\$36,431
2023	Broadway	1	76.75	93	1601	26	Asphalt Rubber SAM	\$25,175
2023	Cross Country Rd	5	56.5	86	1320	20	Chip Seal	\$8,069
2023	Cross Country Rd	6	56	88	1320	20	Chip Seal	\$8,069
2023	Cross Country Rd	7	56.25	87	1320	20	Chip Seal	\$8,069
2023	Cross Country Rd	8	59	76	1320	20	HMA Overlay (1.5")	\$19,915
2023	Cross Country Rd	9	59	76	1979	20	HMA Overlay (1.5")	\$29,858
2023	Fairview Ave	1	42.5	50	1116	22	FDR & HMA (4")	\$54,861
2023	Fourth Range Rd	1	59.25	75	1141	22	Milling / HMA (1.5")	\$25,466
2023	Fourth Range Rd	7	58	80	1317	22	HMA Overlay (1.5")	\$21,857
2023	Fourth Range Rd	8	57.75	81	1319	22	HMA Overlay (1.5")	\$21,890

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## Paving

2023	Fourth Range Rd	9	59.5	74	1320	22	HMA Overlay (1.5")	\$21,907
2023	Fourth Range Rd	10	60	72	1391	22	HMA Overlay (1.5")	\$23,085
2023	High St	1	58.75	77	1568	26	HMA Overlay (1.5")	\$30,754
2023	Main St	2	79.75	49	989	29	HMA Overlay (1.5")	\$21,636
2023	Sherwood Mdws	1	17.75	89	1322	28	HMA Overlay (1.5")	\$27,924
2023	Sherwood Mdws	2	17.75	89	790	28	HMA Overlay (1.5")	\$16,687
2023	Sherwood Mdws	1	17.75	89	376	28	HMA Overlay (1.5")	\$7,942
2023	Third Range Rd	2	59	76	785	28	HMA Overlay (1")	\$11,206
Total 2023								\$508,933
2024	Beacon Hill Rd	3	15	100	1231	22	Chip Seal	\$8,542
2024	Beacon Hill Rd	1	22	100	1320	22	Chip Seal	\$9,160
2024	Beacon Hill Rd	2	22	100	1473	22	Chip Seal	\$10,222
2024	Cross Country Rd	1	54.75	93	1320	20	HMA Overlay (1.5")	\$20,553
2024	Cross Country Rd	2	57.75	81	1320	20	HMA Overlay (1.5")	\$20,553
2024	Cross Country Rd	3	57.75	81	1320	20	HMA Overlay (1.5")	\$20,553
2024	Cross Country Rd	4	57.25	83	1906	20	HMA Overlay (1.5")	\$29,677
2024	East Meadow Ln	1	15	100	924	24	Chip Seal	\$6,995
2024	East View Dr	1	15	100	635	24	Chip Seal	\$4,807
2024	Fourth Range Rd	3	60.25	71	1321	22	Crack Seal (Minor)	\$638
2024	Horse Corner Rd	1	57	48	1216	31	FDR & HMA (4")	\$86,927
2024	North Pembroke Rd	19	66.75	73	1662	21	Milling / HMA (1.5")	\$36,541
2024	Pembroke Hill Rd	3	59.5	74	1320	24	HMA Overlay (1.5")	\$24,663
2024	Pembroke Hill Rd	4	62	64	1622	22	HMA Overlay (1.5")	\$27,780
2024	Sixth Range Rd	2	58.5	78	738	20	HMA Overlay (1.5")	\$11,491
2024	Union St	1	38	100	693	23	Chip Seal	\$5,028
Total 2024								\$324,129
2025	Church St	1	56.75	85	605	28	HMA Overlay (1.5")	\$13,610
2025	Cooperative Way	1	53.25	95	835	30	HMA Shim (1/2") & Chip Seal	\$14,955
2025	Dearborn Rd	2	53.25	67	1324	20	FDR & HMA (4")	\$63,017
2025	Dearborn Rd	3	56.25	55	1777	20	FDR & HMA (4")	\$84,578
2025	Kline Rd	1	52.5	98	1670	26	Chip Seal	\$15,827
2025	Plausawa Hill Rd	1	28.75	53	1319	18	FDR & HMA (4")	\$56,501
2025	Plausawa Hill Rd	2	23.75	65	1815	18	FDR & HMA (4")	\$77,748
2025	Sixth Range Rd	1	15.5	98	1673	20	Chip Seal	\$10,892
Total 2025								\$337,128

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## Paving

2026	Bow Ln	1	53.5	66	1321	22	FDR w/ Asphalt Stabilization and HMA (3")	\$75,861
2026	Bow Ln	2	58.75	45	1320	22	FDR w/ Asphalt Stabilization and HMA (3")	\$75,804
2026	Bow Ln	3	51.75	73	1322	22	FDR w/ Asphalt Stabilization and HMA (3")	\$75,919
2026	North Pembroke Rd	1	66	76	1318	23	Milling / HMA (1.5")	\$33,801
2026	North Pembroke Rd	2	67	72	1319	23	Milling / HMA (1.5")	\$33,827
2026	North Pembroke Rd	3	66.25	75	1320	23	Milling / HMA (1.5")	\$33,853
2026	North Pembroke Rd	4	65.25	79	1320	23	Milling / HMA (1.5")	\$33,853
2026	North Pembroke Rd	5	61.75	93	1320	23	Milling / HMA (1.5")	\$33,853
2026	Pembroke Hill Rd	3	59.5	74	1320	24	Crack Seal (Major	\$2,491
Total 2026								\$399,261
2027	Buck St	1	69.75	61	1319	23	Asphalt Rubber SAM	\$20,811
2027	Buck St	2	72	52	1320	23	Asphalt Rubber SAM	\$20,827
2027	Buck St	3	68	68	1320	23	Asphalt Rubber SAM	\$20,827
2027	Buck St	4	70.25	59	1320	23	Asphalt Rubber SAM	\$20,827
2027	Dudley Hill Rd	1	44	76	1319	21	FDR & HMA (4")	\$70,204
2027	Dudley Hill Rd	2	48	60	1323	21	FDR & HMA (4")	\$70,417
2027	Dudley Hill Rd	3	49.75	53	696	21	FDR & HMA (4")	\$37,045
2027	Fourth Range Rd	14	52.75	69	1334	21	FDR & HMA (4")	\$71,002
2027	Fourth Range Rd	15	53.25	67	818	21	FDR & HMA (4")	\$43,538
Total 2027								\$375,499
2028	North Pembroke Rd	14	63	88	1320	22	HMA Overlay (1.5")	\$25,644
2028	North Pembroke Rd	15	66	80	1320	22	HMA Overlay (1.5")	\$25,644
2028	North Pembroke Rd	16	63	88	1320	22	HMA Overlay (1.5")	\$25,644
2028	North Pembroke Rd	17	61.75	93	1319	22	HMA Overlay (1.5")	\$25,624
2028	North Pembroke Rd	18	61.75	93	1189	22	HMA Overlay (1.5")	\$23,099
2028	Ricker Rd	1	48.75	53	1320	28	FDR & HMA (4")	\$96,674
2028	Ricker Rd	2	50.25	47	1410	28	FDR & HMA (4")	\$103,265
2028	Robinson Rd	1	39.5	62	3433	22	HMA Overlay (1.5")	\$66,693
Total 2028								\$392,286

11/9/2020

## Crack Sealing

Year	Street	Order	Priority	PCI	Length (ft)	Width (ft)	Repair	Cost
2020	Ryan Dr	1	25.25	59	965	31	Crack Seal (Major)	\$1,947
2020	Wellington Way	1	19	84	1612	22	Crack Seal (Major)	\$2,308
Total 2020								\$4,255
2021	Beacon Hill Rd	3	15	100	1231	22	Crack Seal (Major)	\$1,819
2021	Beacon Hill Rd	4	18.75	85	788	19	Crack Seal (Major)	\$1,006
2021	Beacon Hill Rd	1	22	100	1320	22	Crack Seal (Major)	\$1,951
2021	Beacon Hill Rd	2	22	100	1473	22	Crack Seal (Major)	\$2,177
2021	Broadway	1	76.75	93	1601	26	Crack Seal (Major)	\$2,796
2021	Clough Mill Rd	2	40.25	91	1320	20	Crack Seal (Major)	\$1,773
2021	Clough Mill Rd	3	47.25	91	945	20	Crack Seal (Major)	\$1,269
2021	Clough Mill Rd	1	41.5	86	724	20	Crack Seal (Major)	\$973
2021	Cooperative Way	1	53.25	95	835	30	Crack Seal (Major)	\$1,683
2021	Cross Country Rd	1	54.75	93	1320	20	Crack Seal (Major)	\$1,773
2021	Cross Country Rd	2	57.75	81	1320	20	Crack Seal (Major)	\$1,773
2021	Cross Country Rd	3	57.75	81	1320	20	Crack Seal (Major)	\$1,773
2021	Cross Country Rd	4	57.25	83	1906	20	Crack Seal (Major)	\$2,560
2021	Cross Country Rd	5	56.5	86	1320	20	Crack Seal (Major)	\$1,773
2021	Cross Country Rd	6	56	88	1320	20	Crack Seal (Major)	\$1,773
2021	Cross Country Rd	7	56.25	87	1320	20	Crack Seal (Major)	\$1,773
2021	Cross Country Rd	8	59	76	1320	20	Crack Seal (Major)	\$1,773
2021	Cross Country Rd	9	59	76	1979	20	Crack Seal (Major)	\$2,658
2021	East Meadow Ln	1	15	100	924	24	Crack Seal (Minor)	\$406
2021	East View Dr	1	15	100	635	24	Crack Seal (Minor)	\$279
2021	Eley Ln	1	23.5	66	1860	24	Crack Seal (Major)	\$2,998
2021	Glass St	1	75	68	1721	30	Crack Seal (Minor)	\$757
2021	Haleighs Ct	1	16.25	95	879	22	Crack Seal (Major)	\$1,299
2021	Kline Rd	1	52.5	98	1870	26	Crack Seal (Major)	\$3,266
2021	Melissa Dr	1	22	100	1324	27	Crack Seal (Major)	\$2,401
2021	Melissa Dr	2	22	100	750	27	Crack Seal (Major)	\$1,360
2021	Old Borough Rd	1	16.75	93	853	19	Crack Seal (Major)	\$1,089
2021	Robinson Rd	1	39.5	62	3433	22	Crack Seal (Major)	\$5,073

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## Crack Sealing

2021	Rosedale Ln	1	15	100	1538	30	Crack Seal (Major)	\$3,099
2021	Ryan Dr	1	25.25	59	965	31	Crack Seal (Major)	\$2,009
2021	Sand Rd	1	33.75	85	460	25	Crack Seal (Major)	\$772
2021	Union St	1	38	100	693	23	Crack Seal (Minor)	\$305
2021	Wellington Way	1	19	84	1612	22	Crack Seal (Major)	\$2,382
<b>Total 2021</b>								<b>\$60,572</b>
2022	Bachelder Rd	1	27	84	1321	21	Crack Seal (Major)	\$1,923
2022	Bachelder Rd	2	30.5	70	1321	21	Crack Seal (Major)	\$1,923
2022	Bachelder Rd	3	31.5	66	1158	21	Crack Seal (Major)	\$1,686
2022	Lanes End	1	20	80	266	20	Crack Seal (Major)	\$369
2022	North Pembroke Rd	20	19.75	81	790	18	Crack Seal (Major)	\$985
2022	North Pembroke Rd	6	67.5	70	1320	20	Crack Seal (Minor)	\$599
2022	North Pembroke Rd	7	67.75	69	1320	20	Crack Seal (Minor)	\$599
2022	North Pembroke Rd	8	74.25	43	1321	20	Crack Seal (Minor)	\$599
2022	North Pembroke Rd	9	70.25	59	1318	20	Crack Seal (Minor)	\$598
2022	North Pembroke Rd	10	68	68	1319	20	Crack Seal (Minor)	\$598
2022	North Pembroke Rd	11	68.75	65	1320	20	Crack Seal (Minor)	\$599
2022	North Pembroke Rd	12	68.75	65	1320	20	Crack Seal (Minor)	\$599
2022	North Pembroke Rd	13	66.75	73	1320	20	Crack Seal (Minor)	\$599
2022	Old Bear Brook Rd	1	20.25	79	545	21	Crack Seal (Major)	\$793
2022	Pheasant Run	1	18.5	86	806	23	Crack Seal (Major)	\$1,285
2022	Rebecca Way	1	18.25	87	1370	22	Crack Seal (Major)	\$2,089
2022	Simpson Ave	1	31.5	66	558	20	Crack Seal (Major)	\$774
2022	Wilkins Ave	1	21	76	436	17	Crack Seal (Major)	\$514
<b>Total 2022</b>								<b>\$17,131</b>
2023	Bean Hill Rd	1	22.5	70	348	20	Crack Seal (Major)	\$498
2023	Borough Rd	9	47.25	63	1583	22	Crack Seal (Minor)	\$741
2023	Borough Rd	10	46.25	67	1319	22	Crack Seal (Minor)	\$618
2023	Borough Rd	11	48	60	1319	22	Crack Seal (Minor)	\$618
2023	Borough Rd	12	46.25	67	965	22	Crack Seal (Minor)	\$452
2023	Brush Rd	1	16.75	93	632	18	Crack Seal (Major)	\$814
2023	Central St	1	50.5	78	345	24	Crack Seal (Major)	\$592
2023	Church St	1	56.75	85	605	28	Crack Seal (Major)	\$1,212

11/9/2020

## Crack Sealing

2023	Church St Ext	1	18.25	87	115	28	Crack Seal (Major)	\$230
2023	Crescent St	1	27	84	319	16	Crack Seal (Major)	\$365
2023	Exchange St	1	63.5	58	575	24	Crack Seal (Major)	\$987
2023	Front St	1	69.5	62	1230	24	Crack Seal (Major)	\$2,112
2023	Howard St	1	16.75	93	483	18	Crack Seal (Major)	\$622
2023	Meadow Lark Ln	1	15	100	252	19	Crack Seal (Major)	\$343
2023	Micol Rd	1	15	100	1645	26	Crack Seal (Minor)	\$770
2023	Noyes St	1	23	100	759	18	Crack Seal (Major)	\$977
2023	Third Range Rd	3	15.5	98	1313	23	Crack Seal (Major)	\$2,160
2023	White Sands Rd	1	23	100	333	14	Crack Seal (Major)	\$333
Total 2023								\$14,444
2024	7th Range Rd	1	16.25	95	2229	20	Crack Seal (Major)	\$3,291
2024	Borough Rd	3	62.75	61	1322	20	Crack Seal (Major)	\$1,952
2024	Buck St	1	69.75	61	1319	23	Crack Seal (Major)	\$2,240
2024	Buck St	2	72	52	1320	23	Crack Seal (Major)	\$2,241
2024	Buck St	3	68	68	1320	23	Crack Seal (Major)	\$2,241
2024	Buck St	4	70.25	59	1320	23	Crack Seal (Major)	\$2,241
2024	Buck St	5	68.5	66	1319	23	Crack Seal (Major)	\$2,240
2024	Buck St	6	61.75	93	1273	23	Crack Seal (Major)	\$2,161
2024	Donna Dr	1	48.5	86	1317	33	Crack Seal (Major)	\$3,208
2024	Donna Dr	2	50.25	79	1826	33	Crack Seal (Major)	\$4,448
2024	Fourth Range Rd	3	60.25	71	1321	22	Crack Seal (Minor)	\$638
2024	Fourth Range Rd	4	63.75	57	1321	22	Crack Seal (Minor)	\$638
2024	Fourth Range Rd	5	61.5	66	1321	22	Crack Seal (Minor)	\$638
2024	Fourth Range Rd	6	66.5	46	1320	22	Crack Seal (Minor)	\$638
2024	Pembroke Hill Rd	2	77.5	62	1803	28	Crack Seal (Major)	\$3,727
2024	Pleasant St	1	67.75	69	1573	26	Crack Seal (Major)	\$3,019
2024	Sixth Range Rd	1	15.5	98	1673	20	Crack Seal (Major)	\$2,470
Total 2024								\$38,034
2025	Borough Rd	1	61.75	65	1321	22	Crack Seal (Major)	\$2,214
2025	Borough Rd	2	64	56	1322	20	Crack Seal (Major)	\$2,014
2025	Borough Rd	4	63	60	1319	20	Crack Seal (Major)	\$2,010
2025	Borough Rd	5	63.25	59	1320	20	Crack Seal (Major)	\$2,011



11/9/2020

## Crack Sealing

2025	Borough Rd	6	59.25	75	1320	20	Crack Seal (Major)	\$2,011
2025	Borough Rd	7	60.25	71	2375	20	Crack Seal (Major)	\$3,619
2025	Church Rd	1	54	64	1319	24	Crack Seal (Major)	\$2,412
2025	Church Rd	2	52.75	69	1234	24	Crack Seal (Major)	\$2,256
2025	Cross Country Rd	11	33	88	1979	22	Crack Seal (Major)	\$3,317
2025	Cross Country Rd	12	33	88	1309	22	Crack Seal (Major)	\$2,194
2025	Fourth Range Rd	2	62.75	61	1321	22	Crack Seal (Major)	\$2,214
2025	Main St	2	79.75	49	989	29	Crack Seal (Minor)	\$493
2025	Maple St	1	47.75	93	826	24	Crack Seal (Major)	\$1,510
2025	Nadine Rd	4	28.75	73	1648	30	Crack Seal (Major)	\$3,767
2025	Pine St	1	47.75	93	830	24	Crack Seal (Major)	\$1,518
2025	Prospect St	1	31.25	95	944	24	Crack Seal (Major)	\$1,726
<b>Total 2025</b>								<b>\$35,287</b>
2026	Fairview Ave	1	42.5	50	1116	22	Crack Seal (Minor)	\$574
2026	Fourth Range Rd	1	59.25	75	1141	22	Crack Seal (Major)	\$1,974
2026	Fourth Range Rd	7	58	80	1317	22	Crack Seal (Major)	\$2,278
2026	Fourth Range Rd	8	57.75	81	1319	22	Crack Seal (Major)	\$2,282
2026	Fourth Range Rd	9	59.5	74	1320	22	Crack Seal (Major)	\$2,283
2026	Fourth Range Rd	10	60	72	1391	22	Crack Seal (Major)	\$2,406
2026	High St	1	58.75	77	1568	26	Crack Seal (Major)	\$3,205
2026	Pembroke Hill Rd	3	59.5	74	1320	24	Crack Seal (Major)	\$2,491
2026	Pembroke Hill Rd	4	62	64	1622	22	Crack Seal (Major)	\$2,806
2026	Third Range Rd	2	59	76	785	28	Crack Seal (Major)	\$1,728
<b>Total 2026</b>								<b>\$22,027</b>
2027	Cross Country Rd	1	54.75	93	1320	20	Crack Seal (Major)	\$2,142
2027	Cross Country Rd	2	57.75	81	1320	20	Crack Seal (Major)	\$2,142
2027	Cross Country Rd	3	57.75	81	1320	20	Crack Seal (Major)	\$2,142
2027	Cross Country Rd	4	57.25	83	1906	20	Crack Seal (Major)	\$3,093
2027	Cross Country Rd	8	59	76	1320	20	Crack Seal (Major)	\$2,142
2027	Cross Country Rd	9	59	76	1979	20	Crack Seal (Major)	\$3,212
2027	Horse Corner Rd	1	57	48	1216	31	Crack Seal (Major)	\$3,059
2027	North Pembroke Rd	19	66.75	73	1662	21	Crack Seal (Major)	\$2,832
<b>Total 2027</b>								<b>\$20,764</b>

11/9/2020

Crack Sealing

2028	Bachelder Rd	1	27	84	1321	21	Crack Seal (Major	\$2,323
2028	Bachelder Rd	2	30.5	70	1321	21	Crack Seal (Major	\$2,323
2028	Bachelder Rd	3	31.5	66	1158	21	Crack Seal (Major	\$2,036
2028	Church St	1	56.75	85	605	28	Crack Seal (Major	\$1,419
2028	Dearborn Rd	2	53.25	67	1324	20	Crack Seal (Major	\$2,217
2028	Dearborn Rd	3	56.25	55	1777	20	Crack Seal (Major	\$2,976
2028	Plausawa Hill Rd	1	26.75	53	1319	18	Crack Seal (Major	\$1,988
2028	Plausawa Hill Rd	2	23.75	65	1815	18	Crack Seal (Major	\$2,736
2028	Sixth Range Rd	2	58.5	78	738	20	Crack Seal (Major	\$1,236
Total 2028								\$19,254

August 17, 2020

## Goals and Objectives

### First Three months

During the first three months you will have obtained or completed the following items:

Supervisory Academy 1

*Delayed Covid*

Review current employee review forms and make suggestions on how to make the more specific to the job of a Truck Driver/Laborer

Instill in the employees your expectation. Develop a written plan that you will present to them on what your goals and objectives are for them.

Devise a plan for street maintenance to include trimming, street sign replacement etc.

Review the current Snow Policy and suggests any changes and or revisions to the plan and how you may incorporate contracted plow drivers into a system.

Take over the Stormwater process and work in conjunction with the State to obtain funding and approval for the \$30,000 asset management system.

### Training:

~~Interpersonnel communication skills~~

Handling conflict

~~Managing conflict~~

Coping with Complaints

~~Preventing employment discrimination~~

Develop a wellness program for the employees

### Next Three Months

Devise a culvert replacement program similar to road re-paving, along with recommending a true asset management plan.

Design a training program for your employees to maximize their learning potential for Foreman

Look into a true citizen complaint system and tracking plan. Make recommendations on the pros and the cons of such a system.

### Trainings

Supervisory Academy II

Accident investigation

Meeting the delegation challenge

Courtesy/Respect

Employee Privacy

Preventing employment discrimination

Civil conversations

**Next Three Months**

Creating and managing a positive culture

Workplace investigations

Avoiding wrongful termination

FMLA

Preventing age discrimination

Preventing sexual harassment

Preventing unlawful retaliation in the workplace

# INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 98, AFL-CIO

PHILIP C. CHAFFEE  
BUSINESS MANAGER/PRESIDENT



40 HUDSON DRIVE, P.O. BOX 1290  
SOUTHWICK, MA 01077  
PHONE 413-998-3230

Local 98

Town of Pembroke NH

Proposal

OK 1. Union requests 4 year contract

## 2. ARTICLE 13 MISCELLANEOUS

### (F) WORKING OUT OF CLASSIFICATION

*Needs work*

When an employee is directed by the Employer to perform work in a higher grade, the employee shall receive compensation at the rate established for that step in the higher grade that is the same as the employee's present step. This section shall not apply when the work is performed in the higher grade at the request of the employee for training purposes.

Such increased rate is to be effective only after one-half (1/2) shift (four (4) hours). This increased rate of pay is then retroactive to the first (1<sup>st</sup>) hour worked out of grade.

### 3. Annual (vacation) leave.

*DPW*

On 20<sup>th</sup> anniversary 8 additional hours per year of service to a maximum of 240 hours.

### 4. ARTICLE 10 COLA

*SS*

Union requests 3% increase each year of the contract.

# 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 life 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. Choffe  
President/Business Manager



David H. Hennessey  
Recording/Correspondence Secretary