

AGENDA
BOARD OF SELECTMEN
January 4, 2021, AT 6:30 PM
Pembroke Academy Auditorium

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Public Hearing – William Evans RE: Opening of Beacon Hill Road
- IV. OLD BUSINESS
 - a. Town Clock
- V. NEW BUSINESS:
 - a. Snow and Ice Control Policy
 - b. Stormwater Asset Management Services Contract
 - c. Sign contracts for encumbrances
 - d. Manifest/Abatements
 - e. Minutes 12/21/20, Minutes 12/28/20; Non Public 12/21
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN



P.O. BOX 1, Suncook, NH 03275



THE SUNCOOK VILLAGE CLOCKTOWER, PEMBROKE, NEW HAMPSHIRE

The Suncook Village clocktower was built in 1879 to display a public clock and its 500-pound bell in a new and otherwise privately owned structure in this small manufacturing center, which lies partly in Pembroke and partly in Allenstown, New Hampshire. At that period, the Suncook River powered three large textile mills and several other significant industries in the village. Visible from both sides of the river, the clock and bell marked the hours of work and rest for the employees of these industries.

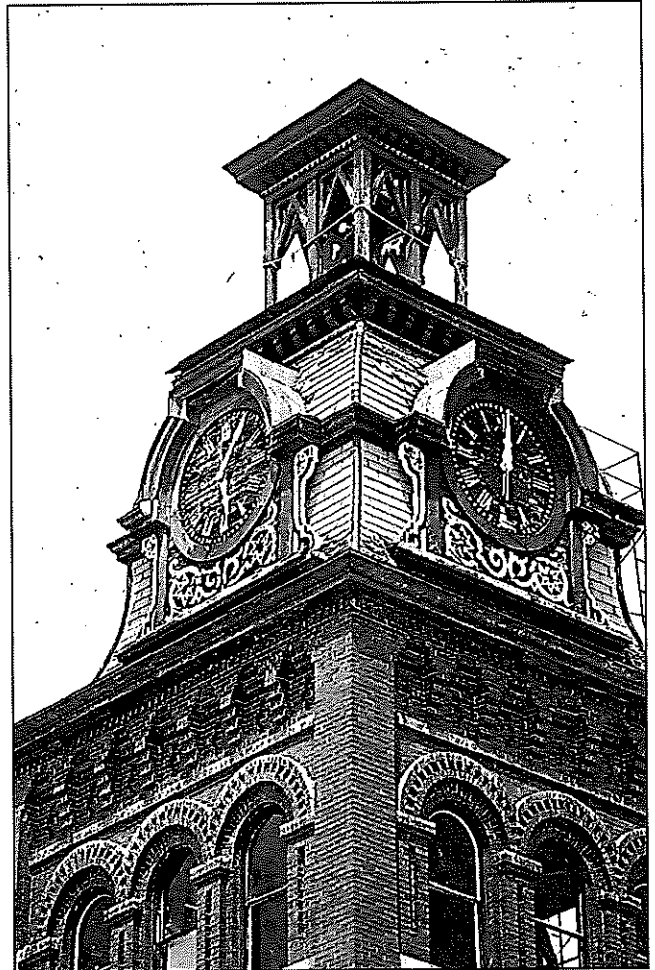
The construction of ornate public clocktowers, and the purchase of tower clocks and bells, were symbols of civic stature and success in the years after the Civil War, replacing the older New England practice of mounting public clocks in church steeples. Designed by local architect and builder Samuel S. Ordway, this tower is constructed of locally manufactured pressed bricks and granite from the nearby Bailey quarry. The building is the focal point of the Suncook National Register Historic District and overlooks one of the brick mills that characterized this "thriving, driving little village [that] elicits exclamations of surprise from every stranger who enters here." [*Suncook Journal*, 1876]

After several years of planning and fundraising, the Pembroke town meeting approved the town's acquisition, by 99-year renewable lease, of the neglected tower and its long-silent clock in 1998. The town completed rehabilitation of the tower and clock in 2001, and the structure was acclaimed as a symbol of the crucial role of historic preservation in the civic identity and economic vitality of the village. The local *Meet Me in Suncook* organization continues to assist the town of Pembroke in stewardship of the landmark.

**THE SUNCOOK VILLAGE CLOCKTOWER, PEMBROKE, NEW HAMPSHIRE
BEFORE ITS RESTORATION IN 2000-2001**



*CLOCKTOWER BUILDING IN JUNE 1998,
WHEN THE TOWN OF PEMBROKE SIGNED
A 99-YEAR LEASE ON THE UPPER STORY.
THE TOWN HAS ALWAYS OWNED THE
CLOCK AND THE BELL.*



*CLOCKTOWER BUILDING IN AUGUST 1999,
AT THE BEGINNING OF ASSESSMENT OF
THE TOWER'S CONDITION AND
RESTORATION NEEDS.*

XFINITY Connect

taihi@comcast.net

± Font Size ±

Pembroke Town Clock

From : james@jamesgarvin.net

Sun, Jul 22, 2012 02:31 PM

Subject : Pembroke Town Clock**To :** David Jodoin <djodoin@pembroke-nh.com>**Cc :** Jocelyn Carlucci <taihi@comcast.net>,
xcski7@comcast.net, Gerald Belanger
<shipmate01@aol.com>**Reply To :** james@jamesgarvin.net

This is a report on discussions at the LCHIP (Land and Community Heritage Investment Program) grant-writing workshop in Ashland last Wednesday:

First, it appears that the clocktower and clock would be considered eligible for an LCHIP grant. Ordinarily, such grants are available only to municipally-owned properties or to properties owned by 501(c)3 non-profit corporations. The clocktower building is privately owned, but the tower is leased for a renewable 99-year period by the town of Pembroke. This unusual arrangement should make the tower eligible for a grant, thanks to a precedent set in Portsmouth by another privately-owned building that had a somewhat comparable set of partners. If a grant were awarded to the clocktower project, LCHIP might ask the owner of the building, Costa Troupakis, to concur in some of the documents that accompany such a grant (see below).

By law, an LCHIP grant cannot fund more than 50% of the cost of a restoration project--in this case, about \$18,000 out of an estimated cost of \$36,000.

Meet Me in Suncook has a few suggestions for other granting agencies that could help the Town of Pembroke with the required cash match of \$18,000 for an \$18,000 LCHIP grant, if the latter were awarded.

If an LCHIP grant were awarded, the work on the tower would have to adhere to a set of federal standards (the *Secretary of the Interior's Standards for Rehabilitation*). The *Secretary's Standards* are not extreme, and are usual in such projects as this. The work proposed by Target New England should comply with the *Secretary's Standards* if the procedures listed in their repair proposal are explained and justified in greater detail.

If an LCHIP grant were awarded, LCHIP would require the town to develop and adhere to a written stewardship plan, and ultimately sign a stewardship agreement that would guarantee the continued upkeep of the tower for a period of years--perhaps 5 years in the case of a small \$18,000 grant. This requirement is intended to protect the investment of public LCHIP monies in a project. A sample stewardship agreement can be seen on the LCHIP page at:

james@jamesgarvin.net
<http://www.james-garvin.com>

Summary of the history of maintenance of the Suncook Village Clocktower:

At their meeting of December 17, 2018, the Board of Selectmen authorized the drafting of a warrant article dealing with the town clock. The minutes of the meeting say, "The . . . article will be to see if the Town wishes to continue the upkeep of the Town Clock. . . . The Board wants the voters' input as to the continued maintenance of the clock. There will also be a separate warrant article asking the voters to appropriate \$34,420.00 for repairs."

Unless this article is written carefully, it will create confusion at the 2019 Town Meeting. The **town clock** is an electric clock that was purchased by the town and installed in the tower in 2001. It controls the hands on the four clock dials on the clocktower and rings the bell during daytime hours. The Town of Pembroke owns both the bell and the clock. The clock requires minimal maintenance, mostly confined to an annual inspection to be sure that it is serviced and running properly.

As explained below, the proposed warrant article seems to be directed to the **clocktower**, not the "Town Clock." The town received a proposal for repair work on the clocktower in the amount of \$34,420.00 in July 2018. The clocktower is owned privately as part of the building that supports it, and has always been privately owned since the building was completed in 1879. The upper portion of the tower, above the roof level of the building, is leased by the town.

1998

In 1998, the Town of Pembroke entered into a **99-year renewable lease** of the portion of the clocktower that extends above the flat roof of the lower building. The purpose of the lease was to allow the town to invest in the restoration of the tower and to install a new electric clock in an effort to provide a symbol of the revitalization of Suncook Village and the Town of Pembroke.

2000

The cost of the full restoration, as best we can reconstruct it, was in excess of \$125,000. Of this, \$100,000 was a municipal appropriation made at Town Meeting in March of 2000. The *Meet Me in Suncook* Committee raised more than \$10,000. The Whittemore and Lavoie Foundations contributed a total of some \$15,000. The clock was re-started and dedicated at Old Home Day in 2001.

2002

In 2002, the Trustees of Trust Funds discontinued a town trust fund that had been established for the restoration of the clock. Because future maintenance of the clock and tower would be needed on a regular basis, the Trustees of Trust Funds substituted a "donation trust fund" for the town clock. This trust fund had a balance of \$2,431.06 in December 2017.

2005

Because donations to this trust fund were expected to be too small to cover the full cost of routine maintenance of the clock and tower, Troy Brown, then Pembroke town administrator, stated in 2005 that funds for regular maintenance of the clock and tower would be budgeted every year. An additional \$3,000 to \$6,000 would be budgeted every third year to allow the town to hire a contractor with a hydraulic lift for full exterior inspection and repair to the tower.

This regular budgeting for maintenance has not been continued. Instead, when repairs have been needed from time to time over the past dozen years, funds have been taken from the General Government Buildings account of the town budget (Account Code 4194).

2012-2013

In 2012 and 2013, the *Meet Me in Suncook* committee met with the Capital Improvements Program (CIP) Committee and asked that a separate CIP item be approved for maintenance of the town clock and tower. This proposal was not scored high enough by the CIP Committee to be formally put into effect.

As an alternative to CIP funding, the *Meet Me in Suncook* committee proposed that a capital reserve fund be established for the clock and tower separate from the General Government Buildings account. The Budget Committee, Board of Selectmen, or others have not chosen to establish a separate capital reserve fund. Therefore, funds for the currently needed repairs are being sought from the general town budget.

Why does the clocktower need repairs totaling \$34,420.00 in 2018?

As part of its continuing stewardship of the clocktower, the Town of Pembroke commissioned an evaluative report and authorized needed repairs in the summer of 2012. Consultants for the evaluation were Target New England Historical Restoration of Alton, N. H., the contractors for the earlier rehabilitation in 2000-1. The inspection identified areas of water infiltration and structural problems affecting the heavy timber frame of the tower. These problems were corrected with \$7,675 from Pembroke's building maintenance budget.

The 2012 report also noted that the western clock dial "is in extreme disrepair under the painted surface." When the tower and external clock dials were restored in 2001, budgetary limits allowed the full restoration of three sides of the tower. The fourth (western) side was refurbished cosmetically, but not thoroughly restored. On July 12, 2018, Target New England submitted a proposal to

- Repair the joists (framing members) that support the bell above the clock mechanism
- Install a thermostatically controlled fan to cool the electric clock mechanism, which is being damaged by heat
- Scrape, prime, and repaint the exterior clock dials using an 85-foot man-lift
- Re-point deteriorating mortar joints on the brick portions of the tower using an 85-foot man-lift
- Caulk and repair openings and leaks in the wooden portion of the tower
- Vacuum and clean the interior of the tower to protect the clock mechanism

For this work, Target New England quoted a total proposed price of \$34,420.00.

David Jodoin

From: Dana Carlucci <taihi@comcast.net>
Sent: Sunday, December 20, 2020 3:54 PM
To: David Jodoin; Jim Garvin
Subject: Re: Town Clock
Attachments: Town Clock & LCHIP.pdf; Town Clock Capital Reserve Fund Request.doc

Hi David and Jim,

In case I don't make it to the Selectmen's meeting on Monday, this should serve for clarification to my previous letter.

My letter to the Board of Selectmen (attached) asked that a Capital Reserve Fund be established for the repair and maintenance of the clock and clocktower. In that letter I mentioned a memo that Jim wrote to David on July 22, 2012 (also attached) with regard to the clocktower eligibility for an L-Chip grant.

In the 2012 memo, it is stated that the clocktower would be eligible for an L-Chip grant because of its long-term (99-year) lease even though the Town does not own the building. For a better chance for the Town to be granted L-Chip monies, it was suggested that the Town establish a Capital Reserve Fund for the clock's repair which would show that the Town is committed to its care and preservation.

So, not only is it a good budgeting practice to put money aside for future expenses but also that, if a Capital Reserve Fund was created, it may (as stated in the 2012 memo) make it possible for the Town to be granted an L-Chip grant in the future because it would show that the Town is committed to caring and preserving its Town Symbol.

Jocelyn Carlucci

> On 12/09/2020 9:35 AM David Jodoin <djodoin@pembroke-nh.com> wrote:

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> Good Morning Jim,

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> legal at 6:30 and we would probably be back in session by 7PM.
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>
>
> Thanks
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>
>
> David

David Jodoin

From: Jim Garvin <james@jamesgarvin.net>
Sent: Sunday, December 20, 2020 5:19 PM
To: Dana Carlucci; David Jodoin
Subject: Town Clock
Attachments: Clocktower Maintenance Summary 2018.docx; Pembroke-Suncook Clocktower Handout.docx

Dear Jocelyn and David,

I apologize for the fact that I've been very busy with deadlines for some time. When David dropped me a note about the next selectmen's meeting, I read it too quickly and thought that the meeting in question was January 21st rather than December 21st. With my other current duties, I decided to wait until later to review the history of the town's care for the town clock and the clocktower.

Regrettably, I have a number of obligations tomorrow and won't be able to participate in the selectmen's meeting. I do, however, strongly believe that the current board should hear a history of the town's commitment to the clocktower in order to understand that this commitment was made out of concern for the once poor appearance of Suncook Village with its broken clock and shabby tower, all of which reflected poorly on the village and the Town of Pembroke.

I hope that at a later time we can meet or at least talk with the board of selectmen to review the history of efforts to keep the tower in good repair--efforts that began before 1998 when the town signed a 99-year lease on the tower in order to have the ability to care for the tower as a symbol of Suncook Village, and the legal authority to install a new clock that would symbolize the revitalization of the village.

I'm attaching a couple of documents. The first is a timeline from 2018 that reviewed the history of the town's care of the tower and the clock. This memo was prompted by the decision of the then board of selectmen to draft an article for the 2019 town warrant that would consider whether or not to "continue to maintain and make repairs to the Clock and Clock Tower as agreed upon in the lease between the Town and the owner of the property . . ."

The second is a handout that briefly explains the history and symbolic importance of the clock and clocktower.

We did apply for a grant from LCHIP in 2012 to carry out repairs to the tower after learning that Pembroke would be eligible to submit a grant proposal despite the fact that the town leases the upper tower but does not own it. We did not receive a grant. We don't know all the details of why the LCHIP board did not approve the grant proposal, but typically only about half the grant proposals in any grant round receive what they ask for, or sometimes a portion of what they ask for.

In the case of the clocktower, it was probably clear to the LCHIP board that the Town of Pembroke had not made a clear commitment to maintain the tower in the years since it leased the upper structure in 1998. LCHIP grant applications are strengthened when there is a demonstration of local effort to act as a strong caretaker of a historic building.

However, there is no guarantee that if the town did establish a capital reserve fund for the clocktower we would automatically receive an LCHIP grant. A capital reserve fund would strength a future grant application by

demonstrating the town's determination to do its part in maintaining the historic tower, but given the competition for LCHIP grants there is never a guarantee of receiving a grant.

On the other hand, since the town voted in 2019 to retain its stewardship of the clocktower and clock, it would be prudent for a capital reserve account to be established to accumulate funds for repairs when needed. Any structure that has four sides exposed to the weather and has complex architectural details will deteriorate more rapidly than an ordinary building and will need repairs from time to time. If nothing else, the electric clock itself, which is owned by the town along with the bell, needs annual inspection, cleaning, and occasionally more significant maintenance.

I'm sorry that I didn't realize that the selectmen's meeting being referred to was on December 21st rather than in January. I do hope to be able to meet with the board of selectmen along with Jocelyn at a future time to discuss the clocktower and clock.

Jim Garvin

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Jocelyn Carlucci

On 12/09/2020 9:35 AM David Jodoin <djodoin@pembroke-nh.com> wrote:

Good Morning Jim,

I have copied Jocelyn here also.

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I know you would have more information on it than me with regards to the history and the funding that has been used to do the repairs over the years. I have only been around for 2 of them.

Generally I think the Board would like to have a conversation about this and perhaps I could schedule a time at their next meeting for you to call in or set up something remote.

Would this work for you? Jocelyn you are welcome too. Their next meeting is January 21st. We are planning a brief closed meeting with legal at 6:30 and we would probably be back in session by 7PM.

Thanks

David

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

11/11/98

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.

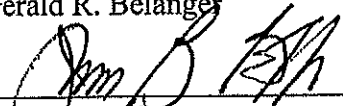
WHEREFORE, the parties have executed this lease in duplicate as of the date stated above.


Costa Troupakis, Landlord

The Town of Pembroke,
Tenant By Its Board of Selectmen

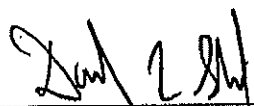

Armand Martel

Gerald R. Belanger


John B. Goff

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

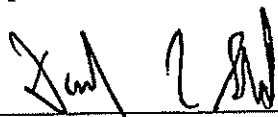
The foregoing instrument was acknowledged before me this 23rd day of
July, 1998 by Costa Troupakis.


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.


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.

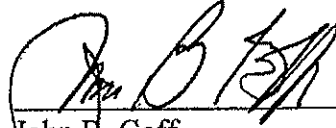
4. The term of the lease in ninety-nine (99) years commencing on the date of execution.
5. The Lessee is given in the lease the right to renew the lease for an additional terms of ninety-nine (99) years unless Lessee gives Lessors written notice of its intent not to renew the lease at least six (6) months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

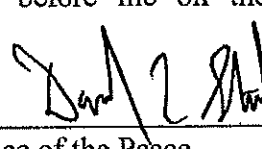

John B. Goff

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

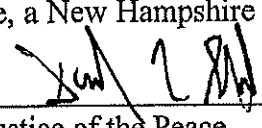
My Commission expires: _____

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

TOWN OF PEMBROKE
PUBLIC WORKS DEPARTMENT
Snow and Ice Control Policy

Adopted by the Board of Selectmen

September 5, 2017

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PURPOSE

The purpose of this policy is to insure that normal operating procedures for winter maintenance, snow removal and ice control are performed in a timely and cost-effective manner for the safety and benefit of the Town's residents and the general motoring public.

COMMAND

Direction of all winter maintenance activities for the Town of Pembroke is vested with the Director of Public Works or his / her designee. The provisions of this policy should not be understood or interpreted as restricting the essential freedom of judgment which must be exercised by the Public Works Director or his / her designee empowered to implement this policy.

EXECUTION

Due to the many variables that are inherent in New England weather, each storm situation varies and presents a unique set of circumstances and challenges to the individuals employed by the Town who are charged with the responsibility of meeting the Town's winter maintenance obligations. Therefore, this policy is intended to provide general guidelines that are strictly advisory in nature.

EXAMPLES OF UNIQUE CIRCUMSTANCES & CHALLENGES

- Equipment Breakdown
- High Rate of Snow Accumulation
- Extreme Weather Conditions, i.e.: Winds, Freezing Rain, Low Temperatures
- Traffic Congestion
- Emergencies
- Shortage of Personnel
- Road Obstructions, i.e.: Down Trees, Down Electric Wires, Automobile Accidents, etc.

LEVEL OF SERVICE

It is not possible to maintain a black, snow and ice-free road or sidewalk during a storm. The Department of Public Works will provide practical, safe access to homes, businesses and municipal facilities during winter storms. It is our policy to start treatment of road surface operations when determined necessary by the Director of Public Works or when notified from the Police Department of adverse weather conditions. Pre-treatment and ice control may be addressed prior to the actual storm beginning, during the actual storm as seen effective, and following the storm. Road salt has a much slower effect on melting snow and ice at temperatures below 25 degrees and may not be applied until air temperature is warmer. Sidewalk snow clearance will be conducted as soon as possible after all town roads are cleared of snow and/or ice.

EQUIPMENT

Equipment available to the Town varies depending upon many economic, political, social and mechanical related factors.

MANPOWER

The Town of Pembroke has nine (9) full-time personnel assigned to its winter maintenance operations and may hire temporary employees for additional support. The Director of Public Works will first contact plowing companies in Town for assistance before contracting with other companies.

SALT FREE AREAS

The Town of Pembroke has established that Gravel roads will not be treated with road salt to prevent frozen gravel from melting, however, the Public Works Director or designee may determine that road salt is needed during an extended period of freezing rain.

SCHOOL CANCELLATION

In the event of a storm on a school day, the Pembroke Academy Headmaster shall contact the Hill School Principal and have him/her contact the Police Department to determine the safety of students using school buses. The Headmaster and Principal shall make the decision to cancel or postpone school for that day and contact the Director of Public Works to let him/her know their decision.

PARKING

The Town has instituted a winter parking ban from January 1st through March 31st. The Public Works Director still has the authority to call a winter parking ban when required. In the event that a parking ban is called, all notifications will be made to the news and radio stations as well as posting on the Town's website. The parking ban does not apply to the following areas. Main Street to Glass Street to the post office; Main Street from the bridge to Broadway; Union Street from the Perry Eaton building to Main Street, between the hours of 6AM to 10 PM.

DAMAGE TO PRIVATE PROPERTY

The Town is not responsible and assumes no liability for damage to private property that is located within the public right-of-way (RSA 231:92). The right-of-way (ROW) is often 50' wide and, in most cases, extends 10 to 20 feet from either side of the paved or gravel road.

MAIL & NEWSPAPER BOXES

The Town's primary obligation is to ensure that its roadways are kept free of snow and ice. It is also understood that most mailboxes are located inside the public right of way and occasional damage to them is often unavoidable for various reasons. Therefore, there is a shared responsibility between the town and homeowner when mailboxes are damaged during snow removal operations. Any Highway Department employee who knows that damage was done to a mail / newspaper box during maintenance activity shall report the incident to his / her immediate supervisor and any citizen may file a mail / newspaper box damage claim with the Public Works Department within (7) days of when the damage occurred. Upon investigation of the circumstances involved, the Public Works Director will review the request and determine if a reimbursement is warranted. If the reimbursement is denied, he will note on the mailbox request form his reasons why and notify the resident. If the Public Works Director approves the

expense, it shall be no greater than \$25.00. This amount is intended to cover any and all damages to the mailbox, post and brackets. No reimbursement in excess of \$25.00 shall be provided, regardless of the location, size, original cost or elaborateness of the mailbox and post. Only one reimbursement request per address will be accepted for each winter season.

Mailboxes and/or posts on State plowed roads are not covered under this policy.

It is the responsibility of the Public Works Director to insure that any mailbox placed within the Town's sidewalks allow for the plowing of that sidewalk. Any homeowner's mailbox that interferes with plowing shall be notified by the Public Works Director that it needs to be moved. The Public Works Director shall assist in plotting out where the correct placement would be.

ROUTES

Currently, the Town is divided into four (4) major plow and/or treatment routes. All of the routes encompass all Town roads; Class V (5) or better and municipal facilities.

SNOW REMOVAL & ICE CONTROL PRIORITIES

With a total of approximately 80 miles of roads from which to remove snow and control ice and 10 pieces of equipment to handle this responsibility, the Highway Department has to assign priorities in order to maximize the effectiveness of its efforts. Each specific plow route is identified in this policy with an attached map.

- Priority 1:** Priority is given to the following streets due to steep hill conditions & high traffic volume: Broadway, Brickett Hill, Bean Hill Road, Center Hill Road and Pembroke Hill Road, Fourth Range Road, North Pembroke Road, Cross Country Road, Main Street & Glass Street.
- Priority 2:** Priority is given to schools when schools are open. Each plow route will ensure that the best possible snow clearance will be completed within one hour of the bus route time.
- Priority 3:** Priority is primary plow routes.
- Priority 4:** Priority is given to snow removal from all municipal parking lots and facilities.
- Priority 5:** After storm - snow banks shall be pushed back and/or shelved.
- Priority 6:** After storm - plow snow from Primary Sidewalks.
- Priority 7:** After storm - perform snow removal around fire hydrants. (Attachment E)
- Priority 8:** After storm - remove snow banks from downtown (Main Street from Bridge to Church Street and Glass Street from Main Street to Post Office and Bank)

Commented [CA1]: Change to Priority 8

Commented [CA2]: Change to Priority 9

~~Priority 9: After storm - remove snow banks from municipal parking lots~~

~~Commented [CA3]: Change to Priority 10~~

~~Priority 10: After storm - plow snow from secondary sidewalks~~

~~Commented [CA4]: Change to Priority 7~~

TRANSFER STATION/RECYCLING CENTER

Transfer station personnel may be required to assist with Town's general winter maintenance operations. If the facility is open during the snow or ice storm, personnel will plow this area prior to opening for public use. Public areas shall be kept as clear as possible to provide as safe access as reasonably possible. Sand and other slip resistant materials shall be used in public areas. It often will not be possible to maintain clear ground, but a reasonable effort will be made during storms. In the event of severe weather the Transfer Station may be closed in order that all available personnel may be utilized during the storm. In the event of a winter parking ban, trash will not be picked up on its normal scheduled day. The trash route that was cancelled will be picked up the following day.

DEPOSITING SNOW AND ICE ON STREETS AND SIDEWALKS

In accordance with Town Code, Chapter 186-15; No person shall throw or place or push or cause to be thrown or placed or pushed and leave any ice or snow on the traveled portion of any public highway or sidewalk within the Town of Pembroke from any private driveway, roadway, parking lot, or sidewalk entering onto any such public highway or sidewalk or from any adjacent land to any such public highway or sidewalk.

DEPOSITING SNOW AT MEMORIAL FIELD OR 6 UNION STREET

~~Commented [CA5]: remove~~

~~No private haulers will be allowed to deposit any snow on the above noted properties~~

~~Commented [CA6]: change to 'property'~~

~~These locations are approved sites for the sole use of the Town of Pembroke Public Works Department or those haulers hired by the Town.~~

~~Commented [CA7]: Change to: The location is an approved site~~

PENALTIES

In accordance with Town Code, Chapter 186-16; Any person found to be in violation with the provisions of Chapter 186-15 may be fined not more than one hundred dollars (\$100.00) for each violation.

ADOPTION

This policy is effective immediately upon acceptance of the Board of Selectmen

Date: _____

Justine M. Courtemanche, Chairperson

Vincent E. Greco Vice Chairman

David A. Sheldon

Sandy Goulet

Michael Crockwell

Appendix A

TOWN OF PEMBROKE MAIL/NEWSPAPER BOX REIMBURSEMENT REQUEST FORM

**Town of Pembroke
Mail / Newspaper Box
Reimbursement Request Form**

_____ of _____ (address),
Pembroke hereby request reimbursement for damages caused to my mailbox and
related fixtures caused by snow removal operations on _____ (date).

Describe damages:

This claim must be submitted within (7) seven days of the date of the alleged damage.

Submit to: Public Works Director, 8 Exchange Street, Pembroke, NH 03275

I affirm the above statement is true to the best of my knowledge and belief. I understand the Town has a right to review this claim, and may reimburse me \$25.00 for damages to the mailbox, post and brackets. No reimbursement shall exceed \$25.00 regardless of the location, size, original cost or elaborateness of the mailbox, post and brackets. I agree to accept \$25.00 as full and complete compensation for the damage to the mail/newspaper box. I also acknowledge will be paid in the normal payment cycle of the Town of Pembroke which may be thirty (30) days from this date and if my mail/newspaper box is replaced with substandard materials, the Town of Pembroke may deny any and all future claims.

(Signature)

(Date)

For Town Use Only

Date Received: _____

Reviewed **By**: _____

Public Works Director Approval: _____

Appendix B

PRIMARY SNOW PLOW ROUTES

Appendix B **Town of Pembroke** **Primary Snow Plow Routes**

Commented [CA8]: Change to B

Route #1 (6-Wheeler)

- | | | |
|-------------------------------------|------------------------------------|----------------------------------|
| 1 Alexander Drive | 17 Exchange Street | 33 Nixon Avenue |
| 2 Appleton Street | 18 Fairview Drive | 34 North Pembroke Road |
| 3 Belfry Court | 19 Fifth Range Road | (From Rt. 28 to Epsom Town Line) |
| 4 Bridge Street | 20 Fourth Range (Dudley to Church) | 35 Noyes Street |
| 5 Brittany Circle | 21 Front Street | 36 Old Bear Brook Road |
| 6 Broadway | 22 Glass Street | 37 Pheasant Run |
| 7 Buck Street (Turnpike to Academy) | 23 Harold Avenue | 38 Pine Street |
| 8 Central Street | 24 High Street | 39 Pleasant Street |
| 9 Church Road | 25 Kimball Street | 40 Prospect Street |
| 10 Church Street | 26 Lanes End | 41 Renard Avenue |
| 11 Colonial Drive | 27 Lindy Street | 42 Ryan Drive |
| 12 Cross Road | 28 Main Street | 43 Simpson Avenue |
| 13 Donald Avenue | 29 Maple Street | 44 Thompson Road |
| 14 Dudley Hill | 30 Mason Avenue | 45 Turnpike Street |
| 15 East View Drive | 31 Mill Falls Road | 46 Union Street |
| 16 East View Terrace | 32 Millard Street | 47 West View Terrace |

Commented [CA9]: Move to Route #4

Route #2 (6-Wheeler)

- | | | |
|--------------------------------------|----------------------|--------------------------------------|
| 1 Ashley Drive | 8 Commerce Way | 15 Pembroke Hill Road |
| 2 Beacon Hill Road (Upper) | 9 Deerpath Lane | 16 Parley Avenue |
| 3 Beacon Hill Road (Lower) | 10 Elm Street | 17 Rowe Avenue |
| 4 Borough Rd. (4th Range to Rt. 106) | 11 Fourth Range Road | 18 Sand Road |
| 5 Brickett Hill Road | 12 Girard Avenue | 19 Third Range Road |
| 6 Brush Road | 13 Grandview Road | 20 White Sands Rd. (to Pump Station) |
| 7 Chapelle Street | 14 Jacks Drive | |

Commented [CA10]: Add to Route #5

Route #3 (10-Wheeler)

- | | | |
|---|---|---|
| 1 Borough Rd.
(4th Range to Chichester line) | 8 Horse Corner Road (to Chichester) | 14 Rebecca Way |
| 2 Brickett Hill (to 4th Range Rd.) | 9 North Pembroke Rd.
(to Concord townline) | 15 Ricker Road (to Loudon town line) |
| 3 Clough Mill Road | 10 North Pembroke Rd.
(to Epsom town line) | 16 Riverwood Drive |
| 4 Cross Country Road | 11 Old Borough Road | 17 Robinson Road |
| 5 Eley Lane | 12 Plausawa Hill Road | 18 Rosedale Lane |
| 6 Haleighs Court | 13 Preve Lane | 19 Sixth Range Rd.
(Rebecca Way to Quinzany's) |
| 7 Hardy Road | | 20 Wellington Way |

Commented [CA11]: Change 9 & 10 to read: North Pembroke Rd from Epsom town line to Concord town line

Commented [CA12]: Change to: 444 Sixth Range

Commented [CA13R12]: Add Road: Seventh Range Rd. (Cross Country to 480 Seventh Range)

Appendix B **Town of Pembroke** **Primary Snow Plow Routes**

Commented [CA14]: Change to B

Route #4 (550)

- | | | |
|---|--|---|
| 1 Bridge Street Ext. | 7 Sewer Dept. Parking Lot | 15 North Pembroke Road |
| 2 Church Street (South near Post Office and Lavalley's Store) | 8 Wilkens Avenue | (from Bachelder to Rt. 28) |
| 3 Municipal Parking Lot (Village Way) | 9 Middle Street | 16 Meadow Lark Lane |
| 4 Howard Street | 10 Safety Center Complex | 17 Riverwood Drive (open during school hours) |
| 5 Hillcrest Avenue | 11 Town Hall and Library | 18 Mill Falls (parking lot) |
| 6 Skyview Terrace | 12 Center Hill Road | 19 Parking Lot near church |
| | 13 Bean Hill Road | |
| | 14 Bachelder Road (to Epsom Town Line) | |

Commented [CA17]: Remove #7 Sewer Dept Parking Lot

Commented [CA15]: Change to: Keystone Lane

Commented [CA16]: Delete 'Village Way', Add Village Lane to list

Commented [CA18]: Remove #19 Lot near Church
 Add Nixon Road to list
 Add Brickell Hill (to Ashley Drive) to list

Add 5th route when more than four (4) inches, otherwise these roads are on Route #2

Route #5 (6-wheeler)

- | | |
|---------------------------------------|-----------------------|
| 1 Riverview Way (Littlefields Condos) | 4 Peaslee Drive |
| 2 Sherwood Meadows | 5 Whittemore Road |
| 3 Donna Drive Project: | 6 Woodlawn Ridge Road |
| 3A Bow Lane | 7 Fairway Drive |
| 3B Micol Road | 8 Cooperative Way |
| 3C Terrie Drive | 9 Smith Ave. |
| 3D Melissa Drive | 10 Tina Drive |
| 3E Nadine Road | 11 Dearborn Road |
| 3F Ross Road | |

Commented [CA19]: Add 3 G White Sands Road and add Kline Way

Appendix C

ROADS ☐ RECEIVING WINTER MAINTENANCE

Commented [CA20]: Change to Not

Appendix C

Roads Not Receiving Winter Maintenance

The Town of Pembroke does not maintain a number of roadways as part of its ongoing winter maintenance activities. The roads not maintained by the Town include:

Town roads classified as Class VI (6) roads:

Fifth Range Road (from Cross Country Road to 217 Fifth Range Road)

Fourth Range Road (from 357 Fourth Range to Church Road)

German Road

Hardy Road (from Hardy to Seventh Range Road)

Lakeman Road

Martin Hill Road

Old Eighth Range Road

Old Robinson Road

Poor Town Road

Seventh Range Road

Sixth Range Road (from Borough Road to Cross Country Road & Quinzany's to Church)

Third Range Road (from 340 to Church Road)

Third Range Road (from Brickett Hill to 420 Third Range Road)

Commented [CA21]: Add: (starting at 460)

Commented [CA22]: Change to 444 Sixth Range Rd

Private Roads Not Receiving Winter Maintenance

Beretta Court

Berry Brook

Chickering Meadows Development

Gooses Way

Friendship Avenue

Keith Ave.

Mass Avenue

Meeting House Meadows Development

No. Browning Court

Remington Court

So. Browning Court

Terrace Lane

Appendix D

SIDEWALK SNOW REMOVAL

Appendix D Sidewalk Snow Removal

The Town of Pembroke has classified sidewalks into two categories; Primary and secondary.

Primary Sidewalks:

Academy Road:	South side from Pembroke Street to Cross Road
Broadway:	Both sides: West side from Main Street to Pembroke Street East side from Main Street to where sidewalk ends at 65...
Glass Street:	Both sides from Main Street to Smith Avenue
High Street:	West side from Front Street to Village School
Main Street:	Right side from Glass Street to Turnpike Street Left side from Pembroke Town Line to Pembroke Street
Maple Street:	From High Street to Broadway
Mason Avenue	From Pembroke Street to Lower Beacon Hill Road
Pembroke Hill Road:	From Pembroke Street to Third Range Road
Pembroke Street:	(US Route 3) East side from Dearborn Road to Route 106
Pine Street:	North side from High Street to Broadway
Prospect Street:	From Union Street to Pine Street
Third Range Road:	From Pembroke Hill Road to Belanger Drive From Rowe Avenue and Perley Avenue West side Pembroke Street between Donna Drive and Bow Lane

Commented [CA23]: Remove

Commented [CA25]: Change to: From 32 to 38 Mason Avenue

Commented [CA26]: Add line: Pembroke Street – West side between Donna Drive and Bow Lane

Commented [CA27]: Remove this line but add both Perley Avenue & Rowe Avenue to list

Secondary Sidewalks:

Buck Street:	North side from Turnpike Street to Smith Avenue
Central Street	
Church Road	From Cross Street to bottom of Hill
Church Street	
Cross Road:	From Academy Road to Church Road
Dearborn Road:	From Pembroke Street (US Route 3) to Chickering Court
Exchange Street	
Front Street	
Kimball Street	West side of street only
Pleasant Street	
Riverview Way:	Littlefields Condominiums
Turnpike Street	

Commented [CA24]: Add lines: Brittany Circle From Mason Avenue To 9 Brittany Add: Union Street

Sidewalk snow clearance will not begin until all other snow removal operations are manned and in progress. Sidewalks will be cleared using only the Trackless Sidewalk Plow. If there are insufficient personnel available to conduct sidewalk snow removal operations, as well as street and road clearance, the streets and roads shall take priority.

The sidewalks classified as Primary (See Primary Sidewalks above) shall be cleared as soon as possible during and after the storm.

Appendix D Sidewalk Snow Removal

The sidewalks classified as secondary (See Secondary Sidewalks above) shall be cleared as soon as possible after the storm.

- A. The sidewalks will be treated with sand as quickly as possible after the storm. All municipal sidewalks are to be cleared of snow and sanded as described
- B. above except the following:

Public Owned Sidewalks Not Receiving Winter Maintenance:

Alexander Drive

Ashley Drive

Belanger Drive (School District)

Church Road from Cross Street to bottom of hill

Fairway Drive

Jacks Drive

Peaslee Drive

Pembroke Street from #513 to Beacon Hill Road

Commented [CA28]: Move to secondary list

Commented [CA29]: Remove

Commented [CA30]: Move these 3 to secondary list

Commented [CA31]: Remove

If pedestrians or vehicles cause obstructions to the sidewalk snow removal operations, the Town's winter maintenance operators are encouraged to request their cooperation. Otherwise, the operator is expected to call the Police Department for assistance. The operator is cautioned to avoid a confrontation at all possible costs.

EXHIBIT E

FIRE HYDRANT SNOW REMOVAL PRIORITIES

EXHIBIT E

FIRE HYDRANT SNOW REMOVAL PRIORITIES

<u>Priority</u>	<u>Street/Location</u>
1	Downtown business district
2	Balance of Village Area-Area bounded by Pembroke Street and Broadway
2	Route 106
3	Pembroke Street to Donna Drive
3	Academy Road to Three Rivers School
3	Buck Street to Academy Road
3	Pembroke Hill Road and side streets
4	Pembroke Street - Donna Drive to Route 106
4	Bow Lane/Donna Drive area
4	Whittemore Road, Fairway
4	Sherwood Meadows, Peaslee Drive
5	All Remaining Hydrants
	Buck Street (remainder), Thompson and Bachelder
	Academy Road (remainder) and side streets
	Dearborn Road and side streets
1	Completed within 1 day after cessation of snow fall
2	Completed within 2 days after cessation of snow fall
3	Completed within 3 days after cessation of snow fall
4	Completed within 4 days after cessation of snow fall
5	Completed within 5 days after cessation of snow fall

Hydrants need to be cleared when the snow goes above the bottom of the "Steamer" connection. Area to be cleaned is a 6' swath from the street to the hydrant with a minimum of 3' clearance around the entire hydrant and all connections free and clear of snow.

Statement of Qualifications

Asset Management Services

Town of Pembroke, New Hampshire

December 10, 2020



126901X
December 10, 2020

VJ Ranfos, Public Works Director
Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

RE: Request for Qualifications, Asset Management Services

Dear Mr. Ranfos and Members of the Selection Committee:

The Town of Pembroke (Town) is seeking to improve the Town's asset management program through funding from the State of New Hampshire. DuBois & King (D&K) is pleased to submit our qualifications to support the Town with their asset management program. The assigned team is experienced in assessing assets and communicating the data for a wide range of municipal infrastructure and understands the requirements for projects receiving New Hampshire Clean Water State Revolving Funds (CWSRF). Our project team is also experienced in providing engineering services for many municipalities in the State of New Hampshire.

Team members assigned to this project are experienced in evaluating, designing, and constructing municipal stormwater collection systems throughout New Hampshire and northern New England. Project Manager Michael Hildenbrand, PE, led a D&K team to develop a New Hampshire Department of Environmental Services (NHDES) Asset Management Program for the Town of Milford. Our team worked with the Milford to get their stormwater system inspection ratings into an easy-to-use spreadsheet that town staff could maintain on their own. The project was fully approved by NHDES and met all of the CWSRF funding requirements. President Chuck Goodling, PE, led the D&K team that evaluated 58 miles of the City of Claremont's wastewater collection system for input into CarteGraph GIS software for tracking. Chuck also led the 20-year evaluation of Burlington, Vermont's three wastewater treatment plants and 25 wastewater pumping stations; the deliverables included a narrative report and an interactive spreadsheet for each component of these facilities. The firm's engineers have collaborated on wastewater utility evaluations and numerous facility assessments and capital planning projects, including a recently completed condition and energy assessment of 44 NH National Guard facilities that resulted in a facility sustainment asset management plan used for capital planning.

D&K understands that operation and maintenance costs are solely the long-term responsibility of the Town. Minimizing these costs and reducing stormwater collection and conveyance system failures are central to our team's approach to evaluation and planning efforts. D&K will undertake assessments and capital planning that maximize opportunities for the Town to save money through efficient operations and maintenance. We will work with Town resources to create a decision making tool from software the Town may already have, potentially eliminating the need for the Town to purchase and maintain additional software programs.

D&K looks forward to supporting the Town of Pembroke; our team will serve as a knowledgeable and responsive partner that will complete the evaluation and deliver a product that has lasting value to the Town. We will actively communicate with you and your staff to understand what is important to the Town and direct the work accordingly. If you have questions, please contact me at 802.728.3376 or via email at mhildenbrand@dubois-king.com.

Sincerely,
DuBois & King, Inc.

Michael Hildenbrand, PE
Director, Environmental Services

Introduction

In 2020, the Town of Pembroke (Town) received voter support to pursue a grant opportunity with the State of New Hampshire to improve the Town's asset management program. The goal of any Asset Management Program (AMP) is to use a system-wide approach in order to improve operations and make the organization more effective by considering the full investment and life cycle of assets. The AMP will provide a complete and reliable asset inventory, integrate information, provide reporting and analysis tools, and guide strategic decision making.

In recent years, AMP's have gained support in many municipalities, including assisting with the identification and importance of stormwater collection, conveyance, and treatment systems. Asset management is beneficial to municipalities because it supports informed decision making for planning, policies, and programs to help manage assets as effectively as possible.

Asset management is a methodology for proactively managing a municipality's assets to meet the public's needs at the lowest possible cost over the longest period of time. This is important for the Town's ability to work with voters to identify the most important (sensitive) stormwater assets for maintaining or improving water quality and protecting the public.

The AMP will help guide the Town's decisions in determining where and when to improve stormwater collection and conveyance features as well as guide budgeting efforts. About 75% of the Town's assets have been inventoried, however, the Town has not performed an operational or structural inspection of the stormwater collection, conveyance, or treatment features. The Town has solicited a Request for Qualifications from qualified engineering firms to assist with developing a complete community-specific decision-making tool. This project has received funding through the NHDES Clean Water State Revolving Fund. The asset management program will address the core elements of asset management to qualify for loan forgiveness. The core elements are effective tools for the Town to communicate with stakeholders.

Project Approach

Kickoff Meeting. At the kickoff meeting the D&K team will work with Town staff and interested stakeholders to discuss the desired outcomes and the timetable for completing the project. At this kickoff meeting, D&K will introduce the project team to Town representatives, establish communication protocols, discuss the existing

maintenance program and records, and discuss how to evaluate the existing stormwater system and known issues. It is important to discuss the quantity and type of the Town's stormwater collection and conveyance features. If video inspection is not going to be completed, the age and type of material for each feature will be needed to develop life cycle costs and estimate future funding requirements.

Also at the kickoff meeting, we will discuss the components of the vision statement that may be achieved by developing an asset management plan. A community-specific vision statement will help communicate with stakeholders and guide the development of other core elements such as the level of service (LOS).

The project will utilize the EPA's Fundamentals of Asset Management to guide the project using the following steps:

1. Develop an Asset Registry
2. Assess Performance
3. Determine Residual Life
4. Determine Life Cycle and Replacement Costs
5. Set Target Level of Service
6. Determine Risk
7. Review the Operations and Management Budget
8. Review Capital Investment Budget
9. Explore Funding Strategies
10. Develop the Asset Management Plan

Reference Material Review. D&K's evaluation will continue with a review of the applicable reference documents for each asset type and material. This will include manufacturer recommendations, record drawings, and past evaluations, if any. If possible, we will determine the burial depth and land use above the asset type, such as vehicular traffic or parking areas/driveways.

Site Visits. Once this data has been reviewed, members of the D&K project team, in conjunction with town staff, will conduct a series of site visits. The team will observe the conditions of at least one location of each asset type and material and of infrastructure that is evidently in poor condition. The project team will select the additional infrastructure to be reviewed from the more sensitive locations (age, material, burial depth, and land use) and known problem areas (flooding, erosion, and frequent maintenance).

Site Visit Tasks. The site visits will be conducted with copies of the applicable documents so that items may be evaluated in the field and additional data can be gathered or requested from the Town as necessary. The team will

photo-document each location and areas of concern so that visual aids may be included in the report. Additionally, D&K operates our own camera for inspecting subsurface stormwater features.

D&K and Town staff will evaluate the following deficiencies during site visits:

- Invert or crown cracking,
- Concrete slabbing,
- Deflections in flexible piping, joint separation, or presence of soil.

The project team will note the likely causes for these observed conditions:

- Dead or live loading on piping exceeding the design capacity
- Presence of the seasonal high groundwater table
- Improper bedding
- Improper compaction during installation
- Insufficient cover
- Corrosion or deterioration of culvert material due to pH of water, resistivity of soil, or the presence of chemicals
- Improper seating of joints
- Movement of pipes due to erosion, freeze-thaw, or settlement
- Environmental stress

Evaluation Report (Deliverable). Once the site visits have been completed, the field data will be combined with the maintenance program, records, and additional information obtained for the stormwater collection and conveyance systems. D&K will review and summarize the combined information in the evaluation report in a format that best suits the Town's needs. As noted above D&K will utilize visual aids, including photographs wherever possible to assist in making the report an easily usable document. Based on the information obtained from the Town and the site visits, the project team will create an inventory and ranking system as part of the Asset Inventory and Prioritization of Assets core elements.

Level of Service (LOS) Workshop. D&K will work with the Town to develop a draft LOS statement for each asset type. The LOS statement will address the demand for services by the community, what regulators require, and the actual performance of the system. Additionally, current funding levels and the investment required to achieve various levels of service will guide the draft LOS statement. We will work with Town staff to coordinate and present a workshop to discuss LOS goals and, if appropriate, select

a desired level of service.

Deliverable: Draft Level of Service Statement.

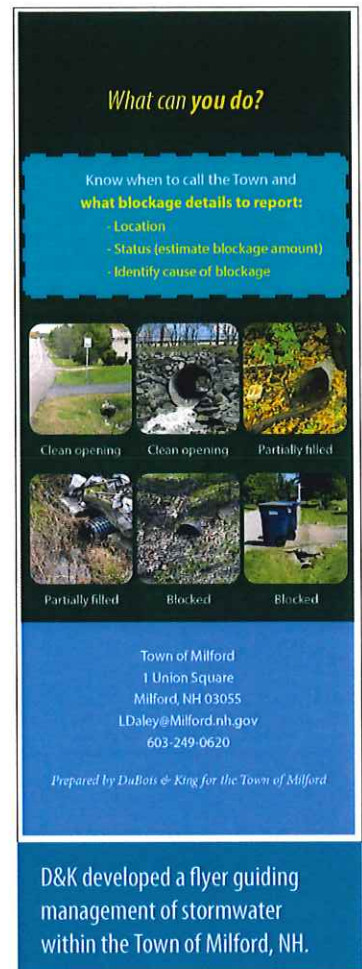
Prioritization of Assets.

D&K will work with the Town to develop a protocol for determining asset conditions and prioritizing assets for rehabilitation or replacement based on the condition and critical nature of each asset. The information obtained during the site visits will serve as the baseline for the initial system evaluation. D&K will estimate the condition for the parts of the stormwater collection and conveyance system that cannot be observed based on relative conditions and assumptions. The relative conditions include age and materials. *Deliverable: Prioritization Spreadsheet.*

Life Cycle Cost Analysis. The Life Cycle Cost Analysis will be used to assess the total cost of each asset type. By taking into account as many economic impacts as possible, the Life Cycle Cost Analysis will provide the Town with an apples-to-apples comparison for rehabilitation or replacement of each asset type. D&K will prepare the life cycle cost analysis, which will take into consideration that most assets will be rehabilitated in place with a percentage of assets fully replaced. *Deliverable: Life Cycle Cost Analysis Spreadsheet.*

Funding Strategy. D&K will work with the Town to determine funding sources to achieve the various levels of service. We will prepare a recommendations memo summarizing gaps in funding, if any, and repair methods (traditional and progressive), potential grant programs, and alternative funding sources. *Deliverable: Recommendations Memo.*

Implementation Plan. After the Stormwater Asset Management Plan is completed, we will provide a guideline for keeping the document current and relevant. The guideline will include instructions for the spreadsheets



and suggestions for an asset update schedule. Living documents will provide the best decision making tools for the Town. D&K will meet with Town staff to review the Implementation Plan and discuss the process for updating the various documents to keep them current and relevant.

Deliverables: Implementation Plan and Meeting with Town Staff.

Communications Plan. D&K will prepare a communications plan that can be used by Town staff to discuss the Stormwater Asset Management Plan with the community. The communications plan will provide suggestions for public notices on the Town's website under the Public Works and Stormwater Departments and public forums and via an informational flier or brochure.

Deliverable: Presentation Materials.

Firm Overview

DuBois & King, founded in 1962, is a multidisciplinary firm providing planning, engineering, and construction phase services to municipal, federal, state, institutional, industrial clients throughout New Hampshire and Vermont. D&K provides professional services in civil engineering, site development, water resources, survey, water/wastewater engineering, environmental documentation, and mechanical, electrical, and structural engineering. With a staff of 120, the firm employs engineers, planners, designers, surveyors, technicians, environmental and permitting specialists, wetland scientists, and support personnel.

Founded initially as an environmental engineering firm specializing in water and wastewater projects, D&K continues as a leader in the study, design, permitting, and construction management of municipal wastewater treatment facilities and wastewater collection and pumping systems. The firm's work has encompassed engineering studies and upgrade evaluations of dozens of wastewater treatment facilities and collection systems. Project services will be provided from the firm's Randolph and Laconia offices.

D&K has significant asset management experience developing asset management programs directly for New Hampshire municipalities and state government entities. Over the past 15 years, D&K has designed and constructed a half-dozen municipal or industrial wastewater treatment facilities, completed 20-year performance evaluations and/or upgrade assessments, and prepared Capital Improvement Plans for municipal infrastructure.

Project Team

Following are descriptions of D&K staff assigned to this project. Professional Resumes can be provided upon request.



Michael Hildenbrand, PE, Project Manager, brings 19 years of experience in the assessment, design, and construction phases of stormwater projects. As Director of Environmental Services, Michael's expertise include hydraulic modeling, local, state and federal permitting assistance, and closed and open

channel drainage systems design and maintenance. He is currently evaluating existing stormwater assets and building a stormwater infrastructure asset management plan to assist the Town of Milford with prioritizing and budgeting for drainage system maintenance and operational upgrades and repairs. He also evaluated the condition and capacity of a stormwater collection system associated with the design and construction of a 4-roundabout 2-lane highway reconstruction project located in Brattleboro, Vermont. As a former selectboard member and current fire chief, Michael's municipal experience includes intimate knowledge of regulatory and funding constraints of large-scale municipal infrastructure evaluation projects. **Responsibilities:** Michael will manage the day-to-day project development for this stormwater asset management project.



Chuck Goodling, PE, QA/QC, has 31 years of experience serving as project engineer, project manager, or principal-in-charge for many municipal and private sector projects involving water and wastewater infrastructure, stormwater, wastewater collection, and road/

utility reconstruction projects. As President of the firm, Chuck brings significant experience in infrastructure improvement projects, including the development of municipal asset management plans and programs, detailed engineering design, project management and scheduling, cost estimating, quality control, and value engineering, and coordination with municipal, state, and federal agencies regarding permitting, funding, and project approvals. His project experience includes serving as Project Manager for a 20-year asset management plan and 10-year capital

improvements plan for 3 wastewater treatment facilities and 25 pump stations in Burlington, Vermont. He also served as the Principal for the Asset Management Program project for the Town of Milford. **Responsibilities:** Chuck will provide quality assurance review of deliverables.



Nicholas Sceggell, PE, Senior Project Engineer, has 16 years of experience working with municipal and other government clients on design, construction, and environmental planning projects. Serving as the manager of a full-depth utility and roadway reconstruction project

for the City of Dover, Nick brings a strong background in closed drainage and stormwater BMP design as well as wastewater collection projects throughout New Hampshire. **Responsibilities:** Nick will support the team with desktop and field observation and report production.



Taylor Vasquez, Design Engineer, brings four years of hands-on roadway, utility, and environmental experience for municipal, private development, and state-led projects at D&K. She provided design for 4,400 feet of utility and road reconstruction for the City of

Dover. **Responsibilities:** Taylor will support day-to-day design development and drafting as well as field support.

Representative Experience

Asset Management Experience. D&K engineers have assisted municipal and state agencies with condition assessment, inventory, valuation, use, and reporting of municipal and state assets associated with public infrastructure. The firm's asset management experience includes assessment, evaluation, and development of data for use in capital planning for water and wastewater systems, roadway systems, water resource infrastructure, and state and municipal owned public buildings. D&K is familiar with CWSRF, NHDES, NHDOT, FAA and other large funding organizations' requirements for municipal asset management systems. Following is a brief listing of AMP systems used by the firm:

- GIS
- Spreadsheet and other tabular formats
- AMP software systems

- Narrative reports
- O&M manuals
- Pro-bono site visits and meeting attendance
- Drone-collected data

NHDES CWSRF Funding Experience. D&K has relevant experience and is fully capable of supporting and/or leading the requisite funding agency coordination and preparing grant/loan funding applications and associated documentation for the Town's project through the planning, design, and construction phases. D&K also has experience conforming professional services agreements to the requirements of a variety of funding agencies.

Senior members of our project team have decades of experience assisting New Hampshire municipalities with funding for infrastructure improvement projects. D&K staff have worked with the Clean Water State Revolving Fund Priority List and Loan Program.

Experience with Similar Communities

Following is a sample of D&K's experience providing asset management services for similar communities.

Asset Management Program, Town of Milford, New Hampshire

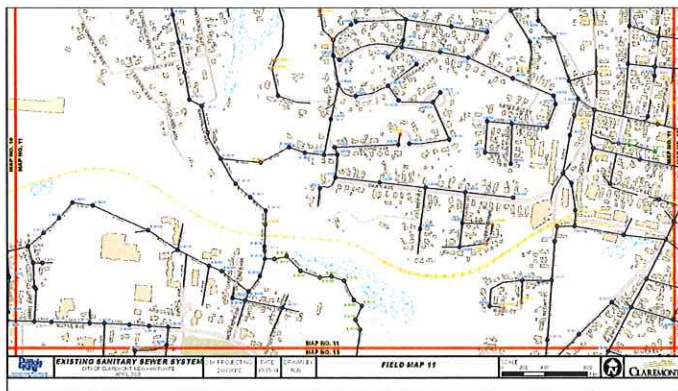


D&K assisted the Town of Milford with advancing the stormwater collection, conveyance, and discharge system, from the inspection ratings and inventory through the asset management program development. D&K converted the Town's rating reports into an Excel spreadsheet, prepared level of service (LOS) statements, prioritized assets based on structural and operational condition, and developed a life cycle cost analysis (LCCA). Additionally, the D&K team prepared budgetary information, discussed an implementation plan, and provided a stormwater brochure

for the Town to distribute to property owners to assist in working towards improved water quality. This project received a CWSRF loan.



Wastewater Collection System, GIS Mapping and Condition Assessment, Claremont, New Hampshire



The City of Claremont's collection system was identified by EPA as an "old" wastewater collection system in need of improvements. The project's first phase included a major evaluation of a 58-mile collection system and 6 pump stations, GIS mapping of collection system, inspection of 500 manholes, and TV inspection of 30,000 linear feet of sewer lines. Field condition evaluations were uploaded to the City's GIS-based infrastructure management software (CarteGraph). This included data management preparation of comprehensive mapping of the City's wastewater collection system on GIS base map. D&K staff prepared an asset management engineering report to summarize an evaluation of alternative corrective measures to reduce

inflow and infiltration, to eliminate known points of Combined Sewer Overflow (CSO), and to prioritize needed improvements. The firm has designed resultant collection system improvements, including the reconstruction of Main Street, and provides periodic updates to the GIS data.

Main Street Utilities and Roadway Reconstruction, Claremont, New Hampshire



The City of Claremont is completing a full-depth roadway reconstruction project which was identified as a priority in the City's wastewater collection systems assessment. The project includes water and sewer line upgrades, combined sewer overflow (CSO) mitigation, on-street parking revisions, retaining wall replacements, and signing. DuBois & King is providing preliminary through final design of drainage, stormwater, retaining wall, and utility improvements associated with the reconstruction. Improvements to the water and sewer lines were funded through the CWSRF and DWSRF programs.

Water Resources Asset Management Summary Matrix

The following table showcases a sample of D&K's experience providing stormwater, water, and wastewater asset management services.

Project Name	Asset	Documentation							
		Narrative	On-call Review/Recommendation	GIS	Spreadsheet	Plans & Specs/Schematics	O&M Manual/Monitoring	Form-based Data Collection	Living Document/Ongoing Town Engineer Support/Resultant Design
Asset Management Plan, Milford, NH	Stormwater	•	•	•	•	•			•
Wastewater Collection System, GIS Mapping and Condition Assessment, Claremont, NH	Wastewater Collection	•	•	•	•			•	•
20-Year Engineering Evaluation, 10-Year Capital Plan and Bond Report for Main, North and East WWTPs, Burlington, VT	Wastewater Treatment	•		•	•		•	•	•
Wetland Function Evaluation and Mapping, Town-wide, Raymond, NH	Natural Resources	•		•	•			•	
Stormwater and Roadway Systems Evaluation and Design, Eastman Community Association, Grantham, NH	Stormwater/Roadway	•	•		•	•		•	•

Project Experience

Following is selection of additional D&K projects that illustrate our experience with state and federal funding agencies and funding programs.

20-Year Engineering Evaluation, 10-Year Capital Plan and Bond Report for Main, North and East WWTPs, Burlington, Vermont



D&K evaluated Burlington's three wastewater treatment plants and all 25 wastewater pumping stations that serve the City's 42,000 residents. The existing facilities

include screening, grit removal, clarification, aeration, and sludge dewatering and digestion. D&K staff visited each pumping station and treatment plant to determine the existing conditions of each device within each facility, forecast replacement costs, and impacts to ratepayers. D&K completed an evaluation report, which was prepared in a ranking matrix, with each item defined on a risk/probability scale, and each item hyperlinked to a photograph. The report is divided into individual components and is cross-linked to Burlington's GIS system. This provides integrated asset management capabilities and a user-friendly method for staff to access current equipment condition information. The report is complete and D&K has subsequently assisted the City with the design of improvements.

Facility Analysis and Sustainment Asset Management Plan, New Hampshire Army National Guard, Statewide



D&K served as team leader for assessment and report of 44 NH Army National Guard facilities. The project included architectural assessments, code compliance, MEP assessments, energy audits, and maintenance planning. Facility assessments included building interiors, exteriors, and roofs; verification of building layout to original drawings; code compliance; and site/civil features. Engineering assessments included review of existing drawings, visual inspection, equipment inventory, and recording of existing conditions. D&K completed a condition assessment of: mechanical-HVAC equipment, ventilation requirements based upon occupancy and usage, EMS/temperature control systems, plumbing fixtures and recommendations/options for water conservation measures, lighting, and life safety and fire alarm. The project inventoried equipment by manufacturer and part number, evaluated equipment condition with recommendations and capital improvements, and estimated probable costs for equipment upgrades or repairs. D&K completed a summary report of the assessment, recommendations, and estimates.

Reservoir Brook and Monkey Pond Evaluation, Lake Winnepesaukee Association (LWA), Meredith, New Hampshire



To promote the quality of Lake Waukegan, a public water supply, D&K is performing a drainage analysis and hydrologic assessment of the 687-acre reservoir brook

watershed and a wetland evaluation and wetland function assessment of Monkey Pond. The drainage analysis, hydrologic assessment, and functional wetland analysis will help the LWA protect the water quality and natural resources of Lake Winnepesaukee and its watershed. D&K is also performing targeted assessments of roadway culverts on Town roads and the State Highway along Reservoir Brook to determine if there is adequate capacity to pass various storm events. The study will inform NHDES, Town of Meredith, and Lake Winnepesaukee Association decisions with regard to changes in impervious surfaces from developed land and needed stormwater collection and treatment improvements to promote local drinking water quality. Funding for the project is provided in part with Federal grant funds obtained through an agreement with the State of New Hampshire Department of Environmental Services.

Keating-Birchwood Roadway and Utilities Reconstruction, Dover, New Hampshire



D&K served as the prime engineering consultant for 3,700 linear feet of residential roadway and water, sewer, and stormwater reconstruction design. One project challenge included ensuring the project's stormwater flows were compatible with the City's existing system and outfall. The design included a 36-in-diameter by 200-ft-long perforated HDPE pipe and stone infiltration practice to attenuate stormwater surges. Designing a project with reduced impervious surfaces was a priority to ensure that the piping that led to the outfall did not need to be enlarged. New sidewalks and granite curb were designed and constructed throughout the neighborhood. D&K met regularly with residents and City officials during the design phase to understand stakeholders' concerns so that the character of the neighborhood was preserved throughout the project. The project received funding from a \$2.6M loan from the NHDES Clean Water Revolving Loan Fund.

Stormwater and Drainage Evaluation and Design, Charlestown, New Hampshire



D&K evaluated Charlestown's stormwater collection and conveyance system for a municipality due to observed system failures—stormwater being discharged from the system through inlets, not the desired discharge location. D&K evaluated the system using the layouts provided by the municipality and the approximate drainage areas. Drainage areas were determined using LiDAR or other available topography. The catchbasins collect stormwater from approximately combined pervious and impervious surfaces. The drainage area consists of both local and state roads and stormwater systems. The project is designed to store approximately water in a subsurface chamber which includes infiltration. The project was successfully constructed.

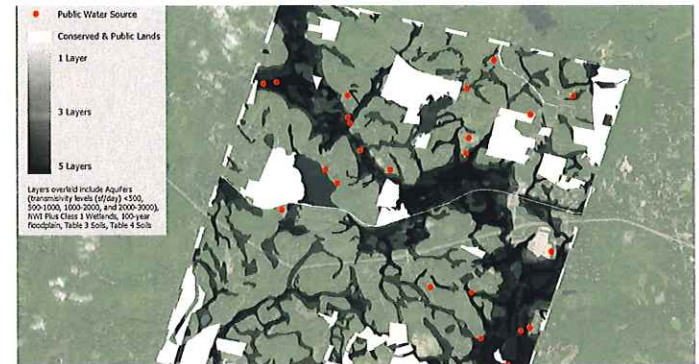
Stormwater and Roadway Systems Evaluation and Design, Eastman Community Association, Grantham, New Hampshire



D&K assessed existing conditions (including stormwater patterns, drainage infrastructure, erosion areas, roadway conditions and subsurface conditions) for opportunities to mitigate roadway and site water quality impacts to Eastman Lake. DuBois & King collaborated with both stakeholders on developing improvement alternatives. Through the completion of a study summarizing the assessment, public meeting input, and direction from ECA, D&K firm provided hydraulic and hydrologic (H&H) analysis,

open and closed drainage system evaluation and design, geotechnical engineering, wetland delineation, survey, and permitting assistance to advance the project. The study resulted in a phased implementation of improvements. The project was constructed 2020.

Wetland Function Evaluation and Mapping, Town-wide, Raymond, New Hampshire



D&K developed methods to map potential wetlands within Raymond and to evaluate town wetlands for groundwater protection/water quality functions. D&K ranked the wetlands for overall groundwater protection potential. This evaluation enabled the town to develop zoning regulations that preserve and improve groundwater quality.

D&K analyzed NWI-Plus wetland data for wetlands five acres or larger and NRCS hydric soils data using ArcGIS to identify potential additional wetlands beyond those mapped by NWI-Plus. D&K identified additional Class I, II, and III wetlands. D&K used spatial analysis to identify wetlands for groundwater protection based upon the presence of aquifers, 100-year floodplains, soil characteristics, public water source locations, and locations in relation to fourth order and other streams and waterbodies.

D&K's GIS specialists added fields to a geodatabase of the wetlands to assess wetland sub-areas in relation to the class of aquifer present, overall wetland size, and percent of permeable soils in the wetlands and 100-ft buffers. D&K's evaluation factors were weighted according to each wetland's abilities to contribute to water quality protection to produce co-occurrent values for each wetland subarea. The values for each subarea were multiplied by their percent cover of the overall wetland, and the subarea values for each wetland were summed to provide an overall rating for each wetland. D&K identified 17 priority wetlands and evaluated them for their ability protect groundwater. D&K's wetland scientists used the 2015 "Method for Inventorying and Evaluating Freshwater Wetlands in New Hampshire" for the Flood Storage, Groundwater and Sediment Trapping Functions.

Stormwater Evaluation, Design, and Permitting for 4 Roundabouts and 4-lane divided roadway reconstruction, Brattleboro, Vermont

DuBois & King is providing design review of stormwater collection and treatment, and permitting; ROW, and lighting for this \$20M complex roadway project. As part of the permitting process firm staff are evaluating stormwater collection and treatment systems within the 1.5-mile section of roadway.

References

Contact: Lincoln Daley, Director of Community Development

Client: Town of Milford

Address: 1 Union Square, Milford, NH 03055

Phone Number: 603-249-0620

Project: Asset Management Program

Contact: Michael Oleson, Road Agent

Client: Town of Chester

Address: 84 Chester Street, Chester, NH 03036

Email: 603-887-3636

Project: Town-wide Roadway Condition Assessment

Contact: Michael Gornnert, Chief Maintenance Officer

Client: Eastman Community Association

Address: PO Box 53, Grantham, New Hampshire 03753

Phone Number: 603-863-4044

Project: Stormwater and Roadway Systems Evaluation and Design

Contact: Steve Roy, Water Resources Engineer

Client: Burlington DPW-Burlington Water Treatment Plant

Address: 234 Penny Lane, Burlington, VT 05401

Phone Number: 802-865-7258

Project: Wastewater 20-Year Engineering Evaluation, 10-Year Capital Plan and Bond Report for Main, North and East WWTPs

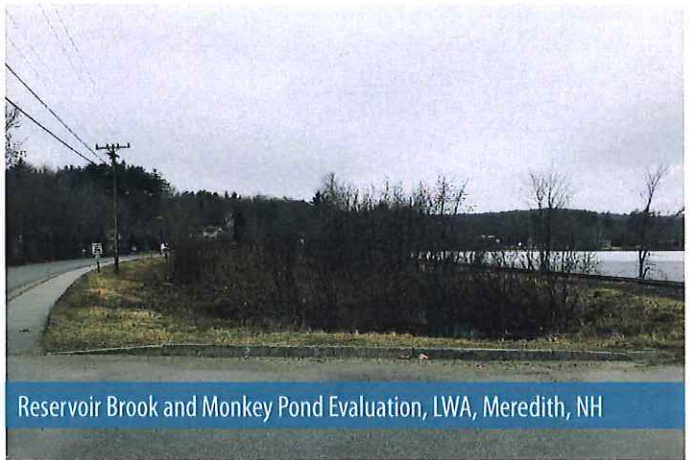
Contact: Andrew Hadik, Planning Coordinator

Client: Town of Chester

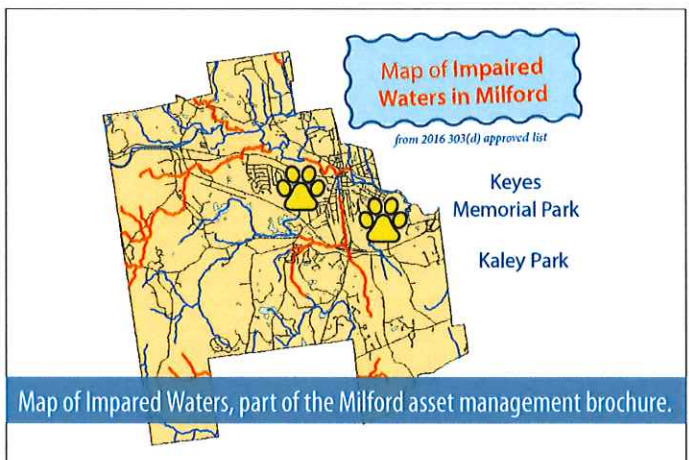
Address: 84 Chester Street, Chester, NH 03036

Email: 603-887-3636

Project: D&K serves as Town Engineer



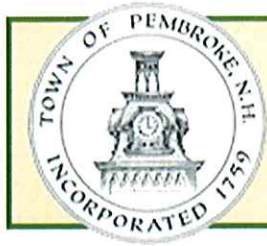
Reservoir Brook and Monkey Pond Evaluation, LWA, Meredith, NH



Map of Impaired Waters, part of the Milford asset management brochure.



Main Street, Claremont, NH



Town of
Pembroke
New Hampshire

Stormwater Asset Management Services
Professional Engineering Services
December 10, 2020



25 Vaughan Mall, Portsmouth, New Hampshire
99 North State Street, Concord, New Hampshire

N2913

December 10, 2020

Town of Pembroke
RFQ: Asset Management Services
311 Pembroke Street
Pembroke, NH 03275

RE: *Stormwater Asset Management Services - 2020*
Professional Engineering Services

Dear Members of the Select Board and Town Administrator:

Enclosed are six (6) copies of our Qualifications Statement for professional engineering services related to your RFQ for Stormwater Asset Management Services.

We are uniquely qualified to complete this project as highlighted below:

Local Knowledge: Underwood Engineers (UE) is familiar with Pembroke's infrastructure from previous projects and is currently evaluating the feasibility of sending a portion of the Town's wastewater to Concord for treatment.

Experience: UE's project team members, led by Margaret Blank, P.E., are currently involved with or have completed similar CWSRF funded Stormwater Asset Management (AM) programs for Wolfeboro, Boscawen, Marlborough, New London, Newport, Wilton, Lancaster, and Exeter. Additionally, we are working on or have completed thirty water and sewer AMPs in New Hampshire. UE has worked actively with NHDES over the last 7 years to develop the current AM funding programs and model AM plans that are simple and useful for municipalities similar to Pembroke. UE is familiar with and will follow the most recent NHDES CWSRF Asset Management Guidance.

Stakeholders Acceptance: It is important that this document can be applied, maintained, and expanded through the years to support the sustainable management of the system. Developing an AM program that managers and ultimately the community will accept requires a close working relationship with the stakeholders. Throughout the process, UE will facilitate a collaborative effort through frequent communications and work sessions.

Because of our experience and local knowledge, UE is uniquely qualified to provide an AM tool that will be the right fit for Pembroke.

Please call if there are any questions or if additional information is required.

Very truly yours,

UNDERWOOD ENGINEERS, INC.


Keith A. Pratt, P.E.
President


Margaret Blank, P.E.
Project Manager

Encl (6)

UNDERWOOD ENGINEERS, INC.

Values

- **Exceptional Client Service**
- **Quality Solutions**
- **Professional Integrity**

Vision

Underwood Engineers' vision is to be the civil and environmental firm of choice in New England recognized for technical expertise, exceptional client service, and collegial teamwork. We take pride in cultivating client relationships based on exceeding expectations and mutual trust.

Mission

Underwood Engineers' mission is to solve our clients' civil and environmental engineering challenges with a commitment to outstanding value, exceptional service, and quality results.



PROJECT UNDERSTANDING

The Town of Pembroke is seeking to develop a Stormwater Asset Management Program (AMP) in accordance with NHDES requirements.

The asset management project will be funded with \$30,000 from the CWSRF loan and principal forgiveness program. UE will assist the Town in preparing and submitting the full loan application and disbursement requests.



PROJECT APPROACH

UE will prepare the stormwater asset management program in accordance with DES requirements and in accordance with the Town's needs.

Once the loan agreement has been signed by the Town, UE will schedule a kick-off meeting with NHDES and Town personnel to discuss the details of the project and collect available data from the Town, including maps, record drawings, and maintenance records.

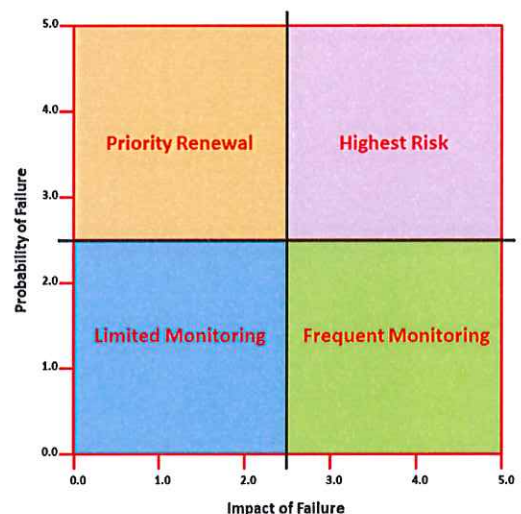
When the information has been compiled and reviewed, UE will collaborate with the Town to collect accurate GPS locations of Town-owned stormwater structures. Approximately 250 of those structures will be selected for further evaluation. Structures which are especially critical, or which are part of a larger stormwater pipe network will be prioritized. The evaluation will include a condition assessment of each structure and information on each pipe invert, including diameter, material and bearing. This information will allow UE to accurately map stormwater system pipe and estimate quantities.

UE will work with the Town to develop a Vision Statement, Level of Service Goals, and assign "Probability of Failure" scores and "Impact of Failure" scores to each asset. These scores can then be used to determine the "Criticality" of each asset.

Finally, UE will develop an Implementation Plan and Communication Plan which meets the needs and goals of the Town.

Additional detail is provided in our proposed "Scope of Services" which follows.

Figure 1. Criticality Matrix



SCOPE OF SERVICES

Underwood will create a full asset management program to include the eight core components listed below.

UE's goal is to keep the plan simple, understandable, and expandable so it will be used as a tool by the Town for years to come.

Task 1 – Vision Statement

- Assist the Town with developing a Vision Statement to communicate the purpose of the Asset Management Program to stakeholders.

Task 2 – Asset Inventory and Condition Assessment

- Prepare an inventory of stormwater assets.
 - Base inventory on field-collected data points, existing paper maps and record drawings.
 - Select approximately 265 structures to evaluate. The selected structures would include those that are likely to have the biggest impact in the event of a failure or which are part of a larger stormwater network.
 - Create a data collection form to document the measurements and condition of the stormwater structures to be inspected, and to collect information about stormwater pipe inverts in order to build a pipe inventory. Invert information will include depth to invert, pipe diameter, pipe material and pipe bearing.
 - Add and/or update data from existing documents if available. Such documents would include record drawings, reports, and studies.
 - Evaluate condition based on existing records such as studies, inspection reports, and maintenance records.
 - The inventory will be provided to the Town in GIS format (shapefile, geodatabase) and the financial planning tables will be provided in spreadsheet format, which will allow for additional analysis and reporting options.

Task 3 – Level of Service Workshop

- Draft a level of service statement based on discussions with the Town.
 - Level of service priorities will be SMARTER goals
 - Specific
 - Measurable
 - Achievable
 - Relevant
 - Timely
 - Evaluate
 - Re-evaluate



Task 4 – Prioritization of Assets

- Criticality will consist of two components.
 - Impact of failure will be assessed based on the following factors.
 - Public health and safety ▪ Inconvenience to customers
 - Environmental damage ▪ Cost
 - Probability of failure will be assessed based on the following factors.
 - Condition of the asset according to existing inspection records and performance history.
 - Age and remaining useful life.
- Rank assets based on “Impact of Failure” versus “Probability of Failure” according to the criticality matrix.
- Create a way for the Town to easily update criticality to facilitate planning and decision-making.

Task 5 – Life Cycle Costing

- Prepare an opinion of probable cost to repair or replace each asset type or block. The opinions of cost will be conservative planning level estimates.

Task 6 – Long-Term Funding Strategy

- Develop a plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 10 years into the future and in 10-year windows for the estimated life of the assets. This will be provided in an easily updatable spreadsheet format.
- Determine the estimated cost per year to adequately fund repair and replacement of existing assets and compare that cost to the wastewater and stormwater systems’ current operating budgets.

Task 7 – Implementation Plan

- Develop a plan that describes how the Town will continue to maintain and use the Asset Management Program.
 - Determine how data will be updated.
 - Determine who will maintain the integrity of the data.
 - Develop useful management reports.
 - Provide training and instruction to Town staff.

Task 8 – Communications Plan

- Develop a plan with a timeframe for completion to inform town staff, boards, committees, and customers of the Asset Management Program. Create content to be displayed on the Town’s existing website. Content can include the following:
 - A brief report summarizing the asset management program.
 - Maps showing various aspects of the storm water system.
- Present the asset management program to the Select Board at a public meeting.



DELIVERABLES:

Asset inventory for storm water facilities	<ul style="list-style-type: none"> • Spreadsheets including asset inventory, condition assessment, and criticality. • System maps (hard copies and GIS files) 	
Asset Management Program summary report	<ul style="list-style-type: none"> • Level of Service statements • Prioritization of assets 	<ul style="list-style-type: none"> • Implementation Plan • Communication Plan
	<ul style="list-style-type: none"> • Long-term funding strategy 	
Public Education	<ul style="list-style-type: none"> • Website content (ex. Word document or story map) • Public presentation (PowerPoint or similar) 	

MEETINGS:

NHDES shall be involved in all meetings as required by the CWSRF Program.		
<ul style="list-style-type: none"> • Kick-off meeting. • Level of service workshop and review draft report. 	<ul style="list-style-type: none"> • Present AM Program and provide training to Select Board. • Staff training for the implementation plan and project wrap-up meeting. 	

EXPERIENCE SUMMARY - ASSET MANAGEMENT PLANS

CLIENT	WATER	WASTEWATER	STORMWATER
TOWN OF ANTRIM, NH		✓	
TOWN OF BELMONT, NH	✓		
TOWN OF BENNINGTON, NH		✓	
TOWN OF BOSCAWEN, NH		✓	✓
TOWN OF BRISTOL, NH	✓		
CONWAY VILLAGE DISTRICT, NH	✓	✓	
CROTCHED MOUNTAIN REHABILITATION CENTER, NH	✓		
CITY OF DOVER, NH	✓		
TOWN OF DURHAM, NH	✓		
VILLAGE DISTRICT OF EASTMAN, NH		✓	
TOWN OF EPPING, NH		✓	
CITY OF EXETER, NH	✓	✓	✓
CITY OF KEENE, NH	✓		
TOWN OF MARLBOROUGH, NH	✓	✓	✓
MERRIMACK VILLAGE DISTRICT, NH	✓		
TOWN OF MILFORD, NH		✓	
TOWN OF LANCASTER, NH	✓	✓	✓
TOWN OF NEW LONDON, NH		✓	✓
TOWN OF NEWMARKET, NH	✓		
TOWN OF NEWPORT, NH	✓	✓	✓
NORTHWOOD RIDGE WATER DISTRICT, NH	✓		
TOWN OF RAYMOND, NH	✓		
TOWN OF WILTON, NH		✓	✓
TOWN OF WOLFEBORO, NH	✓	✓	✓

Underwood Engineers has created Asset Management Programs for communities of all sizes.



PROJECT EXPERIENCE - ASSET MANAGEMENT PLANS			
<p>Town of Wolfeboro Water, Wastewater, and Stormwater Asset Management Plans</p> <p>Contact: David Ford, Public Works Director Town of Wolfeboro 84 South Main Street, PO Box 629 Wolfeboro, NH 03894 (603) 569-8176</p>		<p>Engineering Services: Preliminary Engineering, Funding Assistance Team Members: Unger, Pratt, Nichols, Mercier, Blank Fees: \$30,000 W, \$30,000 WW, \$30,000 SW Contract Duration: 6 months each Completion on Time: Yes Completion on Budget: Yes</p>	<p>Major Components</p> <ul style="list-style-type: none"> ■ Inventory and Assessment ■ Collection system mapping, including private systems as required by permit ■ Link system inspections to support ongoing I&I program ■ Level of Service and Criticality ■ Life cycle costs and financial plan ■ Communication and Implementation Plans ■ NHDES Drinking Water Asset Management Planning Grant and CWSRF Principal Forgiveness
<p>Conway Village Fire District, NH Water and Wastewater Asset Management Plans</p> <p>Contact: Steve Bamsey, Commissioner Conway Village Fire District 128 West Main Street Conway, NH 03818 (603) 447-5470</p>		<p>Engineering Services: Preliminary Engineering, Funding Team Members: Pratt, Page, Unger, Mercier, Blank Fees: \$30,000 W, \$30,000 WW Contract Duration: 6 months each Completion on Time: Yes Completion on Budget: Yes</p>	<p>Major Components:</p> <ul style="list-style-type: none"> ■ Inventory and Assessment of wells, tanks and water ■ Level of Service development ■ Criticality Assessment ■ Life cycle costs and financial plan ■ Communication and Implementation Plans ■ NHDES Drinking Water Asset Management Planning Grant and CWSRF Principal Forgiveness
<p>Town of Epping, NH Wastewater Asset Management Plan</p> <p>Contact: Dennis Koch, Public Works Coordinator Town of Epping 157 Main Street Epping, NH 03042 (603) 579-5441</p>		<p>Engineering Services: Preliminary Engineering, Funding Team Members: Pratt, Mercier, Blank Fees: \$34,400 WW Contract Duration: 1 Year Completion on Time: Yes Completion on Budget: Yes</p>	<p>Major Components:</p> <ul style="list-style-type: none"> ■ Inventory and Assessment of wastewater treatment facility ■ Level of Service development ■ Criticality Assessment ■ Life cycle costs and financial plan ■ Communication and Implementation Plans ■ 2016/2017 NHDES CWSRF Asset Management Planning Grant and Energy Audit Grant



PROJECT EXPERIENCE - ASSET MANAGEMENT PLANS			
<p>Town of Belmont Water Asset Management Plan</p> <p>Contact: Jeanne Beaudin, Town Administrator Town of Belmont 143 Main Street, PO Box 310 Belmont, NH 03220 (603) 267-8300</p>		<p>Engineering Services: Preliminary Engineering, Funding Assistance Team Members: Unger, Pratt Fees: \$30,000 W Contract Duration: 12 months Completion on Time: Yes Completion on Budget: Yes</p>	<p>Major Components</p> <ul style="list-style-type: none"> ■ Inventory and Assessment ■ Distribution mapping ■ Level of Service and Criticality ■ Life cycle costs and financial plan ■ Communication and Implementation Plans ■ 2014/2015 NHDES Drinking Water Asset Management Planning Grant
<p>Merrimack Village District Water Master Plan Update and Asset Management</p> <p>Contact: Ron Miner, Superintendent Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054 (603) 424-9241</p>		<p>Engineering Services: Preliminary Engineering, Funding Assistance Team Members: Pratt, Page Fees: \$35,000 W Contract Duration: 2 Years multiple phases Completion on Time: Yes Completion on Budget: Yes</p>	<p>Major Components:</p> <ul style="list-style-type: none"> ■ Inventory and Assessment of wells, storage and pumping stations ■ Level of Service development ■ Life cycle costing and Financial Planning ■ Criticality Assessment ■ Capital Improvements Plan ■ Rate Update
<p>Town of Marlborough Water, Wastewater, and Stormwater Asset Management Plan</p> <p>Contact: Ellen Smith, Town Administrator Town of Marlborough PO Box 487, 236 Main Street Marlborough, NH 03455 (603) 876-3751</p>		<p>Engineering Services: Preliminary Engineering, Funding Assistance Team Members: Mercier, Blank, Baker Fees: \$100,000 W, WW, SW Projects Contract Duration: Multiple Completion on Time: Yes Completion on Budget: Yes</p>	<p>Major Components:</p> <ul style="list-style-type: none"> ■ Inventory and Assessment of assets, including hydraulic model of water system ■ System Mapping ■ Level of Service ■ Life cycle costing and Financial Planning ■ Communication and Implementation Plan



PROJECT TEAM

Keith A. Pratt, P.E., Principal in Charge



Underwood Engineers has assigned **Keith Pratt, P.E. as Principal-in-Charge** of this project. Keith's primary role will be to coordinate all team members and resources. As an owner of the company, and with over 32 years of civil engineering experience, Mr. Pratt can make decisions quickly and effectively on project-related issues, and always remains accessible to Town officials to provide the level of service our clients have come to expect. Mr. Pratt has managed many asset management wastewater engineering and stormwater engineering projects and multi-million-dollar infrastructure improvements projects for the cities of Keene, Dover, and Portsmouth and the town of Wolfeboro, just to name a few.

Margaret E. Blank, P.E. will serve as **Project Manager**. She will be the key client contact and will be responsible for the successful execution and completion of all aspects of the work in a timely and cost-effective manner. Margaret has more than 15 years' experience, which includes project permitting, funding application and administration, rate studies and asset management plans. *She has prepared water, wastewater, and stormwater Asset Management programs for numerous NH communities, all with NHDES funding. Her experience as a utility manager allows her to develop AMPs that are practical, useable, and meet each community's specific needs.* She has also worked on wastewater master plans and financial planning, treatment plant design and construction administration, wastewater pump station and collection system design, WWTF sewer system modeling, pilot plant studies, SCADA and controls, startup assistance and O&M manual preparation. Additionally, Ms. Blank has over 9 years of experience in utility management and 5 years' experience in project accounting.



Benjamin T. Dreyer, P.E. will serve as a **Project Engineer for Stormwater Assessment**. Mr. Dreyer has a background in civil and environmental engineering providing project evaluations and designs focusing on implementing leading technical practices for stormwater in municipal infrastructure projects. Ben stays current with industry stormwater trends and is a leader at Underwood for implementation of practical stormwater BMP's.

Ross Baker, E.I.T. will serve as a **Project Engineer** for Asset Management. Mr. Baker has experience in both ArcGIS and asset management.

Jacob Kostandin will serve as a **Project Engineer** for Asset Management. Mr. Kostandin has experience in ArcGIS, asset management and field data collection.

Jordan Brock will serve as a **Project Engineer** for Asset Management. Mr. Brock has experience in ArcGIS, asset management and field data collection.

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MARGARET E. BLANK, P.E.
SENIOR PROJECT ENGINEER



mblank@underwoodengineers.com

EDUCATION

BS/1991/Accounting, University of Connecticut,
Sturrs, CT

BS/1999/Environmental Engineering Sciences,
University of Florida,
Gainesville, FL

PROFESSIONAL REGISTRATIONS

Professional Engineer:
New Hampshire, Florida

TECHNICAL EXPERTISE

- Wastewater master plans and financial planning
- Treatment plant design and construction administration
- Wastewater pump stations and collection systems
- Pilot plant studies
- Startup assistance and O&M manuals
- SCADA and controls
- Permitting
- Funding applications and administration
- WWTF and sewer system modeling
- Rate studies and asset management plans

YEARS OF EXPERIENCE

Underwood Engineers: 3
Other Firms: 20

PROFESSIONAL PROFILE

With 15 years of experience in the water and wastewater field, Mrs. Blank provides professional engineering support in engineering, design, construction and operations. Additionally, she has over 9 years of experience in utility management and 5 years of experience in project accounting.

RELEVANT PROJECT EXPERIENCE

Water and Wastewater Utility Analysis

At Underwood Engineers, Ms. Blank brings this diverse experience together to provide sound analysis for UE clients; and has produced asset management plans, CMOM plans, and feasibility studies:

Asset Management Plans:

Conway Village Fire District (wastewater collection system)
Town of Bristol (water supply, treatment and distribution system)
Town of Newmarket (water supply, treatment and distribution system)
Town of Durham (water supply, treatment and distribution system)
Town of Marlborough (water supply, treatment and distribution system)
Town of Wolfeboro (sanitary sewer collection system)
Town of Epping (wastewater treatment facility)

CMOM Plans:

Town of New London
Town of Sunapee

Fiscal Sustainability Plans:

Town of Raymond
Town of Eliot, ME

Feasibility Studies & Preliminary Design:

Town of Amherst
Town of Hooksett
Town of Epping (wastewater collection)

Key Largo Wastewater Treatment District, Key Largo, FL

Management Consultant, August 2014 – December 2014

- Assisted with transition to new management team.

Key Largo Wastewater Treatment District, Key Largo, FL

General Manager, June 2011 – August 2014

- Secured \$18 million in state funding.
- Negotiated mutually beneficial interlocal agreement worth over \$10 million.
- Evaluated use of solar systems to offset energy costs.
- Evaluated various blower types to optimize energy efficiency.

Key Largo Wastewater Treatment District, Key Largo, FL

Operations Manager, May 2010 – June 2011

- Immediately corrected conditions that resulted in regulatory violations.
- Restructured staff to prevent conditions from recurring.
- Oversaw wastewater treatment plant start-up and ongoing operation.
- Oversaw collection system start-up and ongoing operation.
- Implemented safety program.
- Prepare and monitor budget through transitional period.

*Town of Pembroke, New Hampshire
Stormwater Asset Management Services
December 10, 2020*

PROJECT SCHEDULE	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	June 2021	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021
Proposal Due												
Engineer Selection												
Submit Scope to DES for Approval												
Contract Approval												
Complete and Submit Full Loan Application												
Loan Application Vetted by DES and Approved by Executive Council												
Kickoff Meeting												
Inventory and Condition Assessment/Prioritization												
Financial Planning Lifecycle Cost & Funding												
Level of Service Development and Workshop												
Implementation and Communication Plan												
Review Draft Plan with Town												
Plan Presentation to Town												
Additional Testing & Training												
Submit Final Disbursement Request to DES												

● = Meeting (Underwood can adjust this schedule as needed to meet Pembroke's specific needs.)



RICHARD D. BARTLETT & ASSOCIATES, LLC

LICENSED LAND SURVEYORS
214 NORTH STATE STREET
CONCORD, N.H. 03301

Tel. (603)225-6770

Fax (603)224-6261

E-mail: info@richarddbartlett.com

<http://www.richarddbartlett.com>

MARK C. SARGENT, L.L.S.

DANIEL J. MULLEN, L.L.S.

Est. 1973

- BOUNDARY SURVEYS
- SUBDIVISIONS
- DESIGN AND LAYOUT
- ON-SITE SANITARY SEWAGE SYSTEMS
- GPS CONTROL

November 12, 2020

Mr. David Jodoin
Town Administrator
311 Pembroke Street
Pembroke, NH 03275

Re: Land Surveying Services—Hillcrest Ave

Dear Dave;

Thank you for consulting with our firm on the land surveying services needed on Hillcrest Avenue. It is our understanding the Town requires an existing conditions survey and the determination of the right-of-way from Broadway to the terminus at 15 Hillcrest. To complete this work, we have prepared the following scope of services and estimate of cost.

Scope of Services

- Research of Town, County and State records to ascertain current abutters, previous surveys, highway right-of-way data, utility records and development of deed histories on all the parcels abutting Hillcrest Avenue.
- Field reconnaissance and survey locating and measuring boundary and right-of-way monumentation, buildings, roads and driveways, pavement markings, curbing, fences, stonewalls, visible utilities, signs, retaining walls, topographic relief, landscape features and other important natural and man-made features within the project area.
- Office reduction of field data, plotting of field located features, calculation of right-of-way and calculation of topography at a two-foot contour interval.
- Preparation of final plat, in a form suitable for recording at the Registry of Deeds, depicting all field located features, and the right-of-way of Hillcrest Avenue.

Limitations

The above scope of services does not include the resolution of a boundary line agreement, should one or more be necessary. We are, however, able to provide this service if needed.

Compensation

We have estimated the cost to complete the work outlined above to be \$8,175.00.

Schedule

Once written authorization to proceed is received from you, the project will be placed on our schedule accordingly.

Terms and Conditions

Billing for this project shall be made monthly. Payment for each portion of the work completed shall be due upon receipt of the invoice. If no payment is received, all work shall cease until payment has been received. In the event of failure to pay balance within 30 days of invoice, Richard D. Bartlett & Associates, LLC reserves the right to charge interest on the unpaid balance at the rate of 1.5% (18% annually). This interest shall continue to accrue even after the institution of any lawsuit for collections of sums due.

Mr. Jodoin

Page Two

In the event that the Customer fails to pay the amount invoiced, Customer shall be liable for the cost of collection, including reasonable attorney's fees.

As acceptance of our proposal and authorization for us to begin work, a copy of this letter should be signed by you and returned to this office.

Should the scope of services change during the course of this project, which would cause us to exceed the estimated fee by more than 10 %, we will notify you before proceeding with any additional work.

Thank you for considering our firm and we look forward to providing assistance to you on this project.

For:

For: Richard D. Bartlett and Associates, LLC

Name _____


Title _____

Signature _____

Date _____

Invoice Address:

Telephone _____



Mark C. Sargent, LLS

Date 11/12/20



Daniel J. Mullén, LLS

Date 11/12/20



PROPOSAL-CONTRACT

Buyer	Company Pembroke, NH			Contact VJ Ranfos
	Address			Telephone _____ Ext _____
				Facsimile _____
	City _____	State _____	Zip _____	Email _____

Project	Description	Conventional Chip Seal	Proposal No	Contract No		
	Location		Date	12-22-20	May Be Withdrawn After	30 Days

We are pleased to propose the following:

We are pleased to propose the following:						
Description/Materials			Estimated Quantity	Unit	Price	Estimated Total
Ryan road	Double Chip Seal	950 x 31	3,272	sy	\$ 6.10	\$ 19,959.20
Cross Country road	Single chip seal	3265 x 22.5	8,162	sy	\$ 2.55	\$ 20,813.10
Wellington drive	Single chip seal	1681 x 22.5	4,202	sy	\$ 2.55	\$ 10,715.10

* This proposal allows for price adjustments based on the period price of asphalt by the NH DOT.

The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price.

Posted price for this proposal is \$ 495.00 per ton.

MOBILIZATIONS: Prices are based on 1 Mobilization. Additional mobilizations which become necessary will be subject to a charge of _____ each.

BUYER-PROVIDED SERVICES: The services marked below are to be provided by Buyer:

[illegible]

STANDARD CONDITIONS:

- All fees, permits, and engineering will be the responsibility of the Buyer unless otherwise noted above. No bonds will be supplied.
- Above quantities are estimates only and are subject to adjustment determined by Field Measure unless otherwise noted above.
- Contractor will commence and complete its work within a mutually agreed schedule, and will not be responsible for delays caused by weather, or by force majeure, work strikes or stoppages, or other causes beyond its direct control. Buyer will pay for work completed based upon Field Measure at the above prices.
- Buyer agrees to indemnify and hold harmless Contractor from and against any claims, demands, actions or suits arising out of Buyer's handling, use, or misuse of goods purchased under this Contract, or any third party claims arising from this sale of goods. Buyer shall not be entitled to recover incidental, special, punitive, or consequential damages arising out of Contractor's performance under this Contract.
- Waiver of, or failure to enforce, any rights under this Contract by Contractor or Buyer shall not be considered a continuing waiver or a waiver of other rights. If any portion of this Contract is determined to be unenforceable, the remainder of the Contract shall remain in full force and effect.
- Payment terms are net 30 days, without retainage permitted, unless otherwise stated above, and subject to Contractor's credit approval. Contractor may set off past due balances against any amount due or which becomes due to the Buyer by Contractor or any of its affiliates or subsidiaries. Balances not paid within terms are subject to default interest at 1.5% monthly percentage rate. In the event the account is overdue or Buyer is otherwise in breach, placed for collection, Buyer agrees to reimburse Contractor all collection costs including reasonable attorney's fees, disbursements, default interest and court costs. Contractor reserves all rights to file lawfully permitted liens and other remedies.
- To the extent allowed by law, title to goods sold and all risks pass to the Buyer when goods are tendered to it. Contractor warrants good title prior to the sale and that its goods and services conform to industry standards, but expressly disclaims all implied warranties of merchantability or fitness for a particular use.

This Contract constitutes the entire agreement between the Contractor and Buyer and may only be modified by a written amendment executed by both parties. This Proposal may become a binding Contract only upon signing by both parties, and Contractor's credit approval of Buyer. **ALL PARTIES WAIVE TRIAL BY JURY.** Massachusetts laws shall apply and Massachusetts courts shall have exclusive jurisdiction over any disputes.

BUYER

Signature _____

Name _____

Title	Author	Year	Journal	Volume	Issue	Page	DOI
1. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x
2. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x
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4. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x
5. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x
6. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x
7. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x
8. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x
9. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x
10. The Effect of the 2008 Financial Crisis on the U.S. Economy	IMF	2009	IMF Staff Papers	6	1	1-16	10.1111/j.1468-0465.2009.00541.x

Date _____

CONTRACTOR

Signature _____

Name **Bruce A. Davis**

Title	sales
1964 Ford Mustang	10000
1965 Ford Mustang	12000
1966 Ford Mustang	15000
1967 Ford Mustang	18000
1968 Ford Mustang	20000
1969 Ford Mustang	22000
1970 Ford Mustang	25000
1971 Ford Mustang	28000
1972 Ford Mustang	30000
1973 Ford Mustang	32000
1974 Ford Mustang	35000
1975 Ford Mustang	38000
1976 Ford Mustang	40000
1977 Ford Mustang	42000
1978 Ford Mustang	45000
1979 Ford Mustang	48000
1980 Ford Mustang	50000
1981 Ford Mustang	52000
1982 Ford Mustang	55000
1983 Ford Mustang	58000
1984 Ford Mustang	60000
1985 Ford Mustang	62000
1986 Ford Mustang	65000
1987 Ford Mustang	68000
1988 Ford Mustang	70000
1989 Ford Mustang	72000
1990 Ford Mustang	75000
1991 Ford Mustang	78000
1992 Ford Mustang	80000
1993 Ford Mustang	82000
1994 Ford Mustang	85000
1995 Ford Mustang	88000
1996 Ford Mustang	90000
1997 Ford Mustang	92000
1998 Ford Mustang	95000
1999 Ford Mustang	98000
2000 Ford Mustang	100000
2001 Ford Mustang	102000
2002 Ford Mustang	105000
2003 Ford Mustang	108000
2004 Ford Mustang	110000
2005 Ford Mustang	112000
2006 Ford Mustang	115000
2007 Ford Mustang	118000
2008 Ford Mustang	120000
2009 Ford Mustang	122000
2010 Ford Mustang	125000
2011 Ford Mustang	128000
2012 Ford Mustang	130000
2013 Ford Mustang	132000
2014 Ford Mustang	135000
2015 Ford Mustang	138000
2016 Ford Mustang	140000
2017 Ford Mustang	142000
2018 Ford Mustang	145000
2019 Ford Mustang	148000
2020 Ford Mustang	150000
2021 Ford Mustang	152000
2022 Ford Mustang	155000
2023 Ford Mustang	158000
2024 Ford Mustang	160000

Date _____



Bonded Wearing Course (BWC) is a high performance thin overlay which uses an award-winning technology that seals the existing road surface and provides a new, skid-resistant, smooth & thin (5/8" to 3/4") HMA wearing course in one simultaneous operation. The process consists of polymer modified asphalt emulsion spray applied (at a rate of approximately 0.2 gallons per yd²) immediately ahead of an overlay of gap-graded hot mix asphalt (HMA).



The thick polymer asphalt membrane seals and protects the surface and provides superior bonding of the ultrathin mix to the pavement. The high quality gap-graded HMA is designed for a durable, skid resistant surface. The ultrathin mat optimizes the use of high quality aggregates and improves smoothness by correcting minor deficiencies in the existing pavement layer while maintaining overhead clearances and curb reveal. The one-pass construction process moves quickly, allowing for rapid construction and traffic return, significantly lowering user costs. The durable BWC surface can last ten years or longer.

BWC Benefits

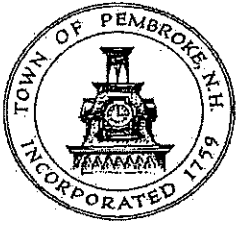
- ✓ Seals and waterproofs existing surface
- ✓ Resists raveling and delamination with superior bonding of the open, ultrathin overlay, over asphalt or concrete
- ✓ Restores durable skid resistance while conserving high quality aggregates
- ✓ A proven durable wearing course in demanding high traffic/high speed applications
- ✓ Reduces user delays with quick, one-pass construction and no tracking
- ✓ Immediate traffic return and convenient night construction
- ✓ Retains curb reveal and clearances under bridges and overpasses
- ✓ Reduces tire noise, especially on concrete pavements
- ✓ Reduces tire spray, preventing hydroplaning and improving visibility in wet weather
- ✓ Long lasting, effective preventive maintenance treatment that extends and preserves the value of your pavement, yielding lower life cycle costs

BWC Uses

BWC provides a durable, open-graded, drainable wearing surface on existing pavements showing signs of surface oxidation, minor rutting, signs of stripping that could lead to raveling if untreated and to extend

the life of your pavements. It is a high performance surface suitable for all types of asphalt and concrete roads, and has given outstanding performance for almost twenty years as preventive maintenance on major urban highways as well as residential streets. It is ideal for places where construction delays, overpass clearance, curb reveal, wet weather visibility, tire noise and skid resistance are concerns. The polymer modified hot mix overlay system should be placed on structurally sound pavements with uniform crown and good drainage. There should be no sign of sub-base movements, and only low severity surface distresses. Any large cracks should be filled prior to construction. The surface should be swept of any stones, sand or other loose debris. It is not designed to bridge weak spots or to cover major underlying pavement deficiencies. It can also be used as the final wearing course on reconstruction, rehabilitation, or resurfacing projects. BWC is the ideal treatment for preserving the value of your aging and new pavements.

All States Materials Groups wants to make sure your paving job is a success. We can help with determining the right treatment at the right time for your pavement, and where BWC will be the best fit in your overall road system. Contact our professionals for more information about how Bonded Wearing Course can preserve the quality and value of your pavements.



TOWN OF PEMBROKE

Town Hall ~ 311 Pembroke Street, Pembroke, New Hampshire 03275 Tel: 603-485-4747

To: Board of Selectmen
From: Carolyn Cronin, Town Planner
Date: December 1, 2020
Re: Zoning Ordinance Code Review

I was asked to solicit some estimates for a consultant review of the Zoning Ordinance.

Since the ordinance has been piecemealed together over the years, there are a number of issues with the document as a cohesive whole. Issues fall into two categories: formatting issues and substantial edits.

Formatting Issues

- Table are difficult to read and interpret.
- Number sequencing is inaccurate in some areas.
- Random callout boxes have no code reference.

Substantial Edits

- Inconsistencies and contradictions throughout the ordinance. (ex. A 6 foot high fence limit in one section and 7 feet in another; terms in the Definitions section that have no reference anywhere else in the document, etc.)
- Compliance with State and Federal Law. (ex. the Sign Ordinance is not compliant with a recent Supreme Court Ruling, which leaves us vulnerable to lawsuit and potentially unable to enforce the ordinance)

The overall result is that, at best, the ordinance is not user-friendly for the public or even other professionals in the field and, at worse, becomes difficult and (in some areas impossible) to enforce.

A consultant who does this type of work would be able to look at our Zoning with fresh eyes and an experienced perspective of what works and what does not. I solicited three estimates for this consultant work. The estimates ranged from **\$3,500 to \$10,000**.

Firm	Estimate
Central New Hampshire Regional Planning (CNHRPC)	\$3,750
Fougere Planning	\$10,000
General Code	\$3,500 - \$6,995

**Letter of Agreement between the Town of Pembroke, New Hampshire
and the Central New Hampshire Regional Planning Commission**

Zoning Ordinance Update Assistance - 2021

General Description: The Central New Hampshire Regional Planning Commission (CNHRPC) will provide assistance to the Pembroke Planning Board to update the Pembroke Zoning Ordinance.

Specific Provisions: Beginning upon notice to proceed from the Town, CNHRPC staff will provide planning assistance to update the Pembroke Zoning Ordinance as directed by the Planning Board and Town staff. CNHRPC staff will prepare working materials and the final documents and will attend/facilitate in-person and/or online meetings as necessary and appropriate.

Services will include:

- (1) Reformat the Pembroke Zoning Ordinance with regard to tables and numbering sequences.
- (2) Identify and correct any substantial inconsistencies, contradictions, and compliance issues; and
- (3) Assist with other Zoning Ordinance update tasks related to content as directed.

Compensation: The cost of general planning support under this agreement will not exceed \$3,750. The Town of Pembroke agrees to pay the CNHRPC for services rendered under this agreement upon the submittal of a monthly invoice and progress report. The cost of CNHRPC assistance is \$55 per hour.

Project Term: CNHRPC will complete all planning assistance under this agreement to the Town of Pembroke by September 30, 2021 in preparation for Town Meeting 2022.

Termination of Contract for Cause

If, through any cause, the contractor shall fail to furnish in a timely and proper manner its obligations under the contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of the contract, the Town of Pembroke shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data programs and reports prepared by CNHRPC under this contract shall, at the option of the Town of Pembroke become its property and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project.

Termination for Convenience of the Town of Pembroke

The Town of Pembroke may terminate the contract at any time by giving written notice to CNHRPC of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and materials shall, at the option of the Town of Pembroke, become its property. If the contract is terminated by the Town of Pembroke as provided herein, CNHRPC will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this contract, less payments of compensation previously made.

Ownership of Reports

All data, materials and documentation pursuant to this contract shall belong to the Town of Pembroke.

Amendments

This agreement may be amended at any time by the mutual consent of both parties.

Selectmen, Town of Pembroke

date

date

date

date

date

Central New Hampshire Regional Planning Commission

date

PROFESSIONAL GIS CONVERSION SERVICES AGREEMENT FOR THE TOWN OF PEMBROKE, NH

December 14, 2020

This Agreement made this 14th day of December, 2020 between Cartographic Associates, Inc., doing business as CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Pembroke, located at 311 Pembroke Street, Pembroke, NH, 03275, hereinafter called TOWN, to provide professional GIS services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

1. Scope of Services

- A. CAI shall setup and configure an ESRI v.10x standardized geodatabase maintenance schema.
- B. CAI shall convert the Town's existing AutoCAD data into CAI's geodatabase maintenance schema. The resulting digital product will support efficient standardized future tax map and GIS data maintenance services.
- C. CAI shall create a seamless parcel polygon layer with the necessary attributes needed in order to link it with the Town's Assessment database.
- D. All text features existing in the current AutoCAD data shall be converted into an annotation feature class. CAI shall review the text to ensure it is properly aligned and coded correctly.
- E. All text is set to conform to standard cartographic practices. Text will be added to the geodatabase using our standard templates to set the text size, font, color, and symbol for each feature.
- F. CAI shall generate new tax maps matching the TOWN's existing map grid layout.
 1. The TOWN's existing tax map Index will be converted and used for tax map production to ensure that parcels are shown on the correct maps.
 2. CAI shall configure an ESRI ArcGIS v. 10 x tax map plotting .mxd document using Data Driven Pages. This document will be used to create hard copy and PDF tax maps. The maps will contain standard map features such as a legend, north arrow, TOWN seal, adjacent sheet index, map disclaimer and date of revision.
 3. CAI shall configure an additional ESRI ArcGIS v. 10 x .mxd document designed for reproducing the TOWN's index map. The index map will include features and labels for the tax map grid, roads, railroads, water, and adjacent municipalities

G. CAI shall deliver:

- Tax Map PDFs
- Digital data in geodatabase format

2. TOWN Responsibilities

A. The TOWN shall appoint a contact person to serve as project liaison between the TOWN and CAI.

3. Cost

A. The TOWN shall pay \$4,800.00 for the geodatabase conversion services described in this proposal.

4. Timing

A. CAI shall complete the data conversion and deliver hard copy and digital data within 60 days of receipt of an executed agreement.

5. Payment

Payment shall be made within 30 days of invoicing. Said invoicing shall be done as follows:

- A. 10% (\$480.00) upon receipt of an executed agreement.
- B. 90% (\$4320.00) upon completion and delivery of the project as proposed.

CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the TOWN and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed, or otherwise disposed of without written consent of the TOWN.


The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested GIS services.

This contract shall be construed under the laws of the State of New Hampshire.

The parties hereto have executed this agreement as of the date first above written, by their duly authorized officers.

TOWN OF PEMBROKE, NH





Franco Rossi
President

KVPartners LLC

P.O. Box 432, New Boston, NH 03070

(603) 413-6650

December 23, 2020

Mr. David Jodoin, Town Administrator
Town Hall
311 Pembroke Street
Pembroke, New Hampshire 03275

Re: **Financial Status of Ongoing Projects**

Dear Mr. Jodoin:

As requested, we have prepared the following financial status for this project:

1. Main Street Road Improvement Project

Current Contract Amount:	\$25,800.00
Amount Expended to Date:	\$18,876.75
Remaining Amount:	\$6,923.25

If you have any questions or require additional information, please feel free to call me at 413-6650 or e-mail me at mvignale@kvpllc.com.

Sincerely,

KVPartners LLC



Michael S Vignale, P.E.
Principal Engineer

KVPartners LLC

P.O. Box 432, New Boston, NH 03070

(603) 413-6650

December 22, 2020

Mr. David Jodoin, Town Administrator
Town Hall
311 Pembroke Street
Pembroke, New Hampshire 03275

Re: **New Hampshire Small MS4 (Municipal Separate Storm Sewer System) General Permit Engineering Assistance (Permit Year 3 Effort)**

Dear Mr. Jodoin:

KVPartners is pleased to submit this proposal to provide engineering assistance for the MS4 program for current and future permits under our current Professional Services Agreement with the Town of Pembroke. All terms and conditions specified in the Agreement apply to this work.

The Town will be regulated under the new permit which will become effective on July 1, 2018. The Town has completed some of the requirements in preparation of the upcoming permit implementation including mapping the drainage system. It is assumed that the Town's base mapping and drainage system mapping will be available in shapefiles for use in further data development.

SCOPE OF SERVICES

Stormwater Master Planning

1. Public Education and Outreach
 - Education and Outreach efforts by CNHRPC.
2. Public Involvement and Participation
 - Public Involvement efforts by CNHRPC.
3. Illicit Discharge Detection and Elimination (IDDE) Program
 - System Mapping Efforts

Obtain shapefiles of base mapping (parcels, drainage, utilities, flood plains, contours, zoning, etc.) from the Town for use as the base map.

- Depict MS4 regulated area on base mapping.

- Using available topographic mapping, drainage system mapping, and field verification, develop watershed areas for each outfall within the regulated area.
 - Identify priority outfalls.
 - Interconnections between NHDOT systems and Town systems will be identified from record drawings where possible
 - Key catch basins and manholes will be opened where necessary to complete the drainage system mapping within the regulated area with enough information to determine watershed areas. We will request assistance from the Public Works Department as needed to open structures we are unable to open.
- Outfall Investigations
 - Check regulated outfalls for flow during dry weather conditions. Report any obvious problem outfalls (initial testing to be completed in Year 4).
4. Construction Site Stormwater Runoff Control
- Stormwater Regulation being developed by CNHRPC.
5. Stormwater Management in New Development and Redevelopment
- Stormwater Regulation being developed by CNHRPC.
6. Good Housekeeping and Pollution Prevention for Municipal Operations
- SOP for catch basin cleaning
 - SOP for street sweeping
 - SOP for winter road maintenance
 - Develop an O&M plan for parks, open spaces, vehicles and buildings
 - Complete inspection of all structural stormwater treatment facilities in MS4 area

ANNUAL REPORT

1. *Assist CNHRPC with the Annual Report.*

FEE

Compensation for professional services shall be made on an hourly basis for a not to exceed fee of \$11,900 as detailed in the attached Fee Schedule. No subconsultants shall be engaged nor shall any work under this Agreement or be delegated without the prior written consent of the Town, with all fee terms disclosed.

Mr. Jodoin
December 22, 2020
Page 3 of 3

If this Agreement meets with your approval, please sign and date the Agreement as indicated below. Please return one copy of this Agreement to my attention at P.O. Box 432, New Boston, NH 03070. If you have any questions or need any additional information, please feel free to contact me at 603-413-6650 or at MVignale@kvpllc.com. Thanks!

Sincerely,

KV Partners LLC



Michael S. Vignale, P.E.
Principal Engineer

Town of Pembroke, New Hampshire

Date

**Pembroke - MS4 Stormwater Permit Engineering Assistance
FEE PROPOSAL**

TASK	Principal Engineer	Senior Engineer	Engineer	Total	Fee
Minimum Control Measure 3 - IDDE Program					
System Mapping Efforts	4	24	24	52	
Outfall Investigations	8			8	
Minimum Control Measure 6 - Good House Keeping/Pollution Prevention					
Draft SOP for Catch Basin Cleaning	8			8	
Draft SOP for Street Sweeping	8			8	
Draft SOP for Winter Road Maintenance	8			8	
Inspection of all structural Stormwater Facilities in MS4 area	4	8		12	
Draft SOP for Stormwater Treatment Structures	8			8	
SWMP Update and Annual Report					
Update SWMP to include operational data and updated SOPs	8			8	
Assist the CNHRPC with the Annual Report	8			8	
TOTAL HOURS	64	32	24	120	
HOURLY RATE	\$99	\$89	\$79		
TOTAL LABOR	\$6,336	\$2,848	\$1,896	\$11,080.00	\$11,080
EXPENSES					
Mileage				\$520	
Printing and Miscellaneous				\$300	
TOTAL EXPENSES				\$820	\$820
Total Fee					\$11,900

**Letter of Agreement between the Town of Pembroke, New Hampshire
and the Central New Hampshire Regional Planning Commission**

MS4 Stormwater Planning Assistance - 2021

General Description: The Central New Hampshire Regional Planning Commission (CNHRPC) will continue to provide further MS4 Stormwater Planning Assistance to the Town of Pembroke.

Specific Provisions: Beginning upon the notice to proceed from the Town, CNHRPC staff will provide the following services:

- (1) CNHRPC will work to conduct public outreach elements, including the following specific activities:

- Salt/deicing practices.
- Low impact development practices.
- Web page updates.

Coordination with KV Partners is anticipated.

- (2) CNHRPC will work to help the Town implement (though it will not deliver) its stormwater training program, including the identification of potential training opportunities. Coordination with KV Partners is anticipated.

- (3) CNHRPC staff will continue to assist KV Partners with the implementation of the Stormwater Management Plan (SWMP), specifically with the following elements for the Six Minimum Control Measures (MCM) as follows:

- Post-adoption ordinance and regulation issues: CNHRPC will continue to provide support to KV Partners for this BMP, primarily in the form of any additional regulatory review and development and other tasks as may be needed.
- Illicit Discharge Detection and Elimination: CNHRPC will continue to assist KV Partners in the development and implementation of an Illicit Discharge Detection and Elimination (IDDE) Plan.
- CNHRPC will update the Stormwater Management Plan (SWMP) as needed. Coordination with KV Partners is anticipated.
- Development and submission of the Year End Report. Coordination with KV Partners is anticipated.

- (4) CNHRPC will also continue to participate with KV Partners in coordinating with Town Departments and Boards as required.

Compensation: General MS4 stormwater planning assistance support under this agreement will cost no more than \$5,000. CNHRPC staff assistance be charged at the rate of \$55.00 per hour. The Town of Pembroke agrees to pay the CNHRPC upon presentation of a monthly invoice.

Project Term: CNHRPC will provide MS4 stormwater planning assistance under this agreement to the Town of Pembroke through December 31, 2021.

Termination of Contract for Cause

If, through any cause, the contractor shall fail to furnish in a timely and proper manner its obligations under the contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of the contract, the Town of Pembroke shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data programs and reports prepared by CNHRPC under this contract shall, at the option of the Town of Pembroke become its property and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project.

Termination for Convenience of the Town of Pembroke

The Town of Pembroke may terminate the contract at any time by giving written notice to CNHRPC of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and materials shall, at the option of the Town of Pembroke, become its property. If the contract is terminated by the Town of Pembroke as provided herein, CNHRPC will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this contract, less payments of compensation previously made.

Ownership of Reports

All data, materials and documentation pursuant to this contract shall belong to the Town of Pembroke.

Amendments

This agreement may be amended at any time by the mutual consent of both parties.

Selectmen, Town of Pembroke

date

date

date

date

date

Central New Hampshire Regional Planning Commission

date



PROPOSAL – Exchange Street

December 27, 2020
Recorded 12/26/2020

Town of Pembroke
Department of Public Works
8 Exchange Street
Pembroke, NH 00275

Attn: VJ Ranfos Phone: 603-485-4422 E-mail- vranfos@pembroke-nh.com

We hereby propose to furnish the materials and perform the necessary work for the completion of:

Project – Exchange Street - Pembroke, NH

Proposal presents a cold plane at a depth of 1 ½", structure adjustment and hot bituminous ½" asphalt at 1 ½" thick.

Exchange Street – Approx: 555' x 26' (1,610 sy)

- Trim end joints and driveways (1 ls)
- Cold plane an average depth of 1 ½" (1,610 sy)
- Adjust structures for 1 ½" asphalt in fill (6 ea)
- Asphalt emulsion (65 gal)
- Hot bituminous ½" asphalt @ 1 ½" thick compacted (140 ton)
- Flaggers (30 hrs)

For an Estimated Sum of: \$ 23,124.00

- Asphalt hand work @ \$150.00/ton – *If Needed*

Please contact me with any question– Thank You

GMI Asphalt, LLC agrees to indemnify the Town of Pembroke from any and all liability, loss or damage, including but not limited to bodily injury, illness or death or property damage, which the Town becomes legally obligated to pay as a result of claims, demands, costs, or judgment against the Town arising out of GMI Asphalt, LLC's actions or omissions relating to this project.

Respectfully Submitted By: Jeff Perry - Operations Manager
GMI Asphalt, LLC
288 Laconia Road
Belmont, NH 03220
(603) 520-0539 cell
jeff@gmiasphalt.com

Signature

Date



PROPOSAL – Front Street

December 27, 2020
Recorded 12/26/2020

Town of Pembroke
Department of Public Works
8 Exchange Street
Pembroke, NH 00275

Attn: VJ Ranfos Phone: 603-485-4422 E-mail- vranfos@pembroke-nh.com

We hereby propose to furnish the materials and perform the necessary work for the completion of:

Project – Front Street - Pembroke, NH

Proposal presents a cold plane at a depth of 1 ½", structure adjustment and hot bituminous ½" asphalt at 1 ½" thick.

Front Street – Approx: 1,260' x 34' (4,760 sy)

- Trim end joints and driveways (1 ls)
- Seismic monitoring (1 ls)
- Cold plane an average depth of 1 ½" (4,760 sy)
- Adjust structures for 1 ½" asphalt in fill (25 ea)
- Asphalt emulsion (190 gal)
- Hot bituminous ½" asphalt @ 1 ½" thick compacted (405 ton)
- Flaggers (60 hrs)

For an Estimated Sum of: \$ 50,692.00

- Asphalt hand work @ \$150.00/ton – *If Needed*

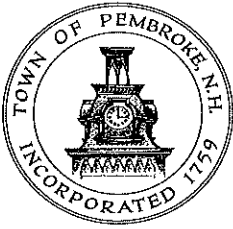
Please contact me with any question– Thank You

GMI Asphalt, LLC agrees to indemnify the Town of Pembroke from any and all liability, loss or damage, including but not limited to bodily injury, illness or death or property damage, which the Town becomes legally obligated to pay as a result of claims, demands, costs, or judgment against the Town arising out of GMI Asphalt, LLC's actions or omissions relating to this project.

Respectfully Submitted By: Jeff Perry - Operations Manager
GMI Asphalt, LLC
288 Laconia Road
Belmont, NH 03220
(603) 520-0539 cell
jeff@gmiasphalt.com

Signature

Date



TOWN OF PEMBROKE
TOWN ADMINISTRATOR'S OFFICE
311 Pembroke Street, Pembroke, NH 03275
Tel: 603-485-4747 Fax: 603-485-3967

January 4, 2021

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

Dear Mr. and Mrs. Zeaman,

The Board is in receipt of your letter dated 12/1/20.

The Board of Selectmen has taken no action with regard to this application, nor does it have any jurisdiction to do so. The Planning Board held numerous hearings on this application that were well publicized over the course of approximately 2 years. During those discussions, the issues raised in your letter were discussed and addressed, and in fact, with the recommendation of the Town's hired expert, there is a condition of approval directly relating to your concern. Beyond requiring compliance with the condition of approval, the Town has limited obligations regarding this matter, and it therefore cannot provide you with the assurance you seek.

Sincerely,

Pembroke Board of Selectmen

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
DECEMBER 21, 2020 at 6:15 PM**

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

Excused: Selectman Michael Crockwell

Staff: Town Administrator David Jodoin

The Board met with legal counsel in a non-meeting at 6:15pm.

I. Call to Order:

Chairman Ann Bond called the meeting to order at 6:44 PM

II. Citizens Comment:

None

III. Non Public Session

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

Roll Call

Chairman Bond	YES
Selectmen Goulet	YES
Selectmen Bean	YES
Selectmen Yeaton	YES

The Board came out of non-public session at 7:40 PM

Motion by Selectmen Goulet, seconded by Selectmen Yeaton to accept Chief Paulsen's letter of retirement with regret. The Board expressed their gratitude for the Chiefs tenure and devotion to the community.

Motion passed 4-0

Motion by Selectmen Goulet, seconded by Selectmen Bean to approve 2% merit increases for Jim Goff and David Jodoin.

Motion passed 4-0

Motion to enter non-public session in accordance with RSA 91-A:2 (a)

Roll Call Vote

Chairman Bond	YES
Selectmen Goulet	YES
Selectmen Bean	YES
Selectmen Yeaton	YES

The Board came out of non-public session at 7:45 PM

IV. Old Business:

Letter from Donald and Jacqueline Zeaman

The Board reviewed the letter from Mr. and Mrs. Zeamon and will be drafting a response.

Letter from Meet Me in Suncook

Selectman Bond shared concerns that the Town does not maintain the building the Town Clock sits on. Selectman Yeaton also shared concerns for having no control over the maintenance of the building. David explained that when they have applied for L-Chip grant funding in the past, it did not score well because the Town does not own the building it sits on. It is a very hard program to get into and projects have to score high on their scale. There is a yearly allocation in the Town Budget of \$1,000 for maintaining the clock. David will check with Gerry Fleury for the exact wording and allowable uses for an existing trust fund. If that trust fund cannot be used by the Committee for their desired purposes, they may need to submit a petitioned warrant article to create a new trust fund.

V. New Business

Proposed Warrant Articles

David discussed the current warrant articles for the 2021 Town Meeting. The biggest concern is the need for a new trash truck now and fully expressing to the voters the importance of these articles passing. Article 4 and 5 both discuss funding the trash truck. David is going to re-work those articles to clean up how they are funded either through taxes or surplus. The only vehicles being replaced this year are for the Department of Public Works. There is more money going into the Facilities Capital Reserve largely to deal with the repairs for Library. Selectman Yeaton asked how the capital reserve warrant article differs from last year. David explained this year they are adding more funds to the Town Equipment, Municipal Facilities, and Roadway Infrastructure Capital Reserves bringing the total up to \$705,000 from \$462,500 in 2020.

Selectman Bond discussed Town Meeting and if they are able to hold an in-person meeting at the school in the auditorium as per usual. The auditorium has 500 seats but there is also the possibility to hold the meeting in the gym. Selectman Bond will look into the total capacity for the gym. Selectman Yeaton is going to look into the average amount of attendees for the last few years are. The Board feels they need to plan to hold the meeting in person. David stated that in a normal year there are around 150-175 people who attend. David discussed the fast-approaching deadlines for the Town Meeting notice requirements but also the Budget Committee Public Hearing and the School District Annual Meeting. They do have the ability to open the meeting and then continue it to May. Selectman Bond stated that if they did continue the meeting, they need to be sure that the date is after the School District since that meeting legally needs to be held first. The Board would prefer to hold Town Meeting in person in March.

Appointments

Selectman Goulet made a motion to appoint Kevin Foss as a member of the Planning Board. Selectman Yeaton seconded the motion. Motion passed 4-0.

Selectman Goulet made a motion to appoint Brian Mrazik as an alternate to Conservation Commission. Selectman Bean seconded the motion. Motion passed 4-0

Manifests/Abatements

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

Minutes 12/7/20

Selectman Bond made a motion to approve the minutes of December 7, 2020. Selectman Yeaton seconded the motion. Selectman Goulet abstained. Motion passed 3-0

VI. Town Administrator Report:

Cartographics sent a letter to perform work on the tax mapping system in the assessing program.

The Board will meet on December 28th at 10:00 to discuss end of year encumbrances.

VII. Committee Reports:

None

VIII. Motion by Selectmen Goulet to enter non-public session in accordance with RSA 91-A:3 II (a)

Roll Call

Chairman Bond	YES
Selectmen Goulet	YES
Selectmen Bean	YES
Selectmen Yeaton	YES

The Board came out of non public session at 9:06 PM

IX. Adjourn:

Selectman Goulet made a motion to adjourn at 9:07 PM, Selectman Bond seconded the motion and it was approved unanimously.

Ann Bond, Chairman

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

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
DECEMBER 28, 2020 at 10:00 AM**

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

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Ann Bond called the meeting to order at 10:00 AM

II. 2020 Year End Encumbrances

D. Jodoin presented a listing of proposed encumbrances to the Board. Motion by Selectman Goulet, seconded by selectmen Bean to accept the encumbrances as presented.

Motion passed 5-0

III. Request for Trust Fund Payments

D. Jodoin presented the Board with a list of requested transfers to be made from the Trust Funds to the Town of Pembroke. Motion by Selectmen Goulet to approve as presented, seconded by Selectman Yeaton.

Motion passed 5-0

IV. Adjourn

Selectman Goulet made a motion to adjourn at 10:40 AM, Selectman Yeaton seconded the motion and it was approved unanimously.

Ann Bond, Chairman

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



December 22, 2020

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

Re: Regional Sports Networks

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

As you are aware, many sporting events and broadcasts were put on hold this year between April and June due to the pandemic. As we shared in September, we have been working hard to recover the fees regional sports networks charged us during that period to pass back savings to our customers.

We are currently notifying customers in your community of an additional courtesy adjustment related to these fees. This adjustment reflects what has been committed to us by the regional sports networks in your area. We will continue to work to recover additional funds where possible and we stay committed to giving our customers 100% of what we receive.

For more information, visit www.xfinity.com/sportsadjustments however should you have additional questions, please do not hesitate to contact me at Bryan_Christiansen@cable.comcast.com.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs



December 16, 2020

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

Re: Programming Changes & Municipal Emergency Reporting Procedures

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about Xfinity TV services. Accordingly, please note the following which is being provided to customers via bill message:

On December 8, 2020, the following channel changes occurred: Sportsman HD was added to More Sports & Entertainment; Discovery Life HD was added to Digital Preferred; Jewish Broadcasting Service (JBS) HD, CSPAN2 HD and CSPAN3 HD was added to Sports & News and Expanded Basic; EWTN HD was added to Kids & Family and Expanded Basic; and TBN HD was added to Limited Basic. Channels require HD Technology Fee and X1 TV or compatible customer owned device.

Also, in our effort to better assist our municipal customers, attached are the emergency reporting procedures for certain outside plant and service problems. Please note the emergency reporting procedure information **IS NOT** for public dissemination

Should you have any questions please do not hesitate to contact me at **Bryan_Christiansen@cable.comcast.com**.

Very truly yours,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs

V# 1