

AGENDA
BOARD OF SELECTMEN
June 18, 2018 AT 6:30 PM
TOWN HALL, PAULSEN MEETING ROOM

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Public Hearing – Energy Committee Report and discussion on street light removal and conversion
 - b. Public Hearing – Change in Municipal Code Chapter 191-1 B Parking Lot B (4 Union Street)
- IV. OLD BUSINESS:
 - a. Roads Committee Comments – Center Road
- V. NEW BUSINESS:
 - a. OHRV Grant – Vote to grant signature authority to Chief Dwayne Gilman to enter into a contract with the State of NH
 - b. Execute agreement with KV Partners MS4 permit
 - c. Police Chief request to expend funds from the PD Small Equipment Capital Reserve Fund
 - d. Paving Bids
 - e. Manifest/Abatements
 - f. Minutes 6/4/18
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. NON PUBLIC SESSION

RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

RSA 91-A:3 II (c) Matters of which, if discussed in public, would likely effect the reputation of any person, other than a members of the public body itself, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver fee, fine or other levy, if based on inability to pay or poverty of the applicant.

X. ADJOURN

CHAPTER 191

VEHICLES AND TRAFFIC

[HISTORY: Adopted by the Board of Selectmen of the Town of Pembroke 9-16-1991. Amendments noted where applicable.]

GENERAL REFERENCES

Bicycles — See Ch. 150.

ARTICLE I General Provisions

§ 191-1 Definitions

For the purpose of this chapter, the words and phrases used herein shall have the following meanings:

BUSINESS DISTRICT — The territory contiguous to a highway when 50% or more of the frontage thereon for a distance of 300 feet or more is mainly occupied by dwellings or by dwellings and buildings in use for business (RSA 259:8). [Added 7-11-1994 by Ordinance No. 94-2]

CROSSWALK — That portion of a roadway ordinarily included within the prolongation or connection of curb lines and property lines at intersections, or any portion of a roadway clearly indicated for pedestrian crossing by lines on a road surface or by other markings or signs.

MUNICIPAL PARKING LOT — [Amended 12-20-2004; 12-5-2005; Amended BOS Public Hearing 5/7/2012]

A. **PARKING LOT A** — Town-owned land bordered on the north by Central Street, on the east by Crescent Street, on the south by property line of abutters on Glass Street and on the west by property line of abutters on Main Street and a section of Town-owned land that provides street level parking at the intersection of Main Street and Central Street.

B. **PARKING LOT B** — Town-owned land located at 4 Union Street, also known as "The Perry L. Eaton Building". The upper parking lot shall provide spaces for municipal parking. The above lot area is designated as tenant/patron parking for the hours 6AM to 10PM Monday through Friday. The lower parking lot shall be restricted to tenant, currently the Pembroke Sewer Department's use only and shall not be considered part of the municipal parking lot.

David Jodoin

From: Dan Crean, Pembroke email <pbcdcc@comcast.net>
Sent: Thursday, May 24, 2018 8:46 AM
To: 'Robert Samson'; 'DavidJodoin'
Cc: 'Pentti J. Aalto'; rong@lightec.net; 'Michael Crockwell'; 'JJ Smith'
Subject: Energy Committee Recommendation

Here is my take on the Committee action last evening, following discussion on the initial motion:

The Energy Committee recommends to the Selectmen that the following actions be taken for street lighting:

1. All overhead street lights that are not recommended for removal be replaced by LED lights.
2. Overhead lights on Route 106 be removed except for one light at the intersection with Borough Road.
3. On Pembroke Street, lights be retained only at Intersections and at the following additional locations: near the elderly housing complex, near the Town Hall and Library, and Safety Center. Additionally, the light at the intersection of either Church Road or Riverview be removed.
4. On and near Buck Street remove: one or more of the lights at the end of the Double Decker bridge, lights not located at an intersection, the light on Nixon Drive, and the light at Dudley Hill Road and East Meadow intersection.

These recommendations should be presented at a public hearing with the final decision made based on input at the hearing.

If anyone has a different view please respond ASAP.

Thanks,

Dan
Dan Crean
Pembroke

Town of Pembroke
Roads Committee

8 Exchange Street, Pembroke, NH 03275

To: Board of Selectmen

From: Roads Committee

CC:

Date: June 8, 2018

Re: Center Road

The Roads Committee recommends that the Selectmen not take possession of Center Road private drive. Conservation can come in from Third Range Road. Concern of Sewer lateral on Conservation Land would require an easement. It also needs proper surveying.

David Jodoin

6/1/18 Agenda

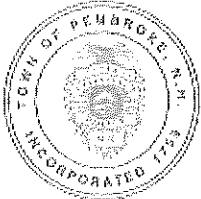
From: Mary Ann Ricciotti <mricciotti@pembroke-nh.com>
Sent: Friday, June 01, 2018 3:24 PM
To: David Jodoin, Town Administrator
Subject: OHRV Grant 2018-2019
Attachments: BOS Meeting Agenda.docx; Pembroke PD OHRV Grant , Instrunction Letter.pdf

David:

For the next BOS Meeting, we have an Agenda item for the Police Department. In speaking with Fish and Game they request that the Agenda and minutes have the attached content. Also attached is a copy of the Letter of instructions and the Grant Agreement pending Chief Gilman's signature.

Thank you David. Have a great weekend. You surely deserve one!
MA

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



Please place on the next BOS Meeting Agenda

The Agenda should be listed as follows:

- OHRV Grant – Vote to Grant Signature Authority to Chief Dwayne Gilman to enter into a Contract with the State of New Hampshire

The person that prepares the BOS Minutes of Meeting MUST have the following stated in them:

“Board of Selectmen voted to authorize Chief Dwayne Gilman to enter into the State of NH Fish and Game OHRV Contract on behalf of the Town of Pembroke”



New Hampshire Fish and Game Department

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

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

May 21, 2018

Pembroke Police Department
Attn: Chief Dwayne Gilman
247 Pembroke Street
Pembroke, NH 03275

Dear Chief Gilman:

Thank you for submitting an OHRV Law Enforcement Grant application to the New Hampshire Fish and Game Department. I am pleased to inform you that your agency has been approved for a grant in the amount of **\$1,080.00**. These funds must be used by **June 30, 2019**. They are to be used for OHRV wheeled vehicle enforcement purposes only and therefore, effectively utilized between the months of May through September.

I will notify you as soon as the contract has been approved. It is anticipated that the effective period of the contract will be from final approval to June 30, 2019 and the rate of pay is \$45.00 an hour. Until such time, I am requesting the following information be completed.

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

RECEIVED

MAY 23 2018

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

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

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

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

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Pembroke Police Department		1.4 Contractor Address 247 Pembroke Street Pembroke, NH 03275	
1.5 Contractor Phone Number 603-485-9173	1.6 Account Number 20-07500-11830000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,080.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

KVPartners LLC

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

(603) 413-6650

December 27, 2017 (revised May 30, 2018)

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 (2018 calendar year 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

System Mapping

- 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.
- 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.

Stormwater Master Planning

- Assist the CNHRPC in the Regulations review as they apply to the Town of Pembroke and research possible solutions for inclusion into the Stormwater Master Plan (SWMP).
- Draft basic outlines for the SWMP Sections in a cooperative effort with CNHRPC for the Six Minimum Control Measures (MCM) listed below. The draft sections will provide adequate detail to allow an understanding of the requirements, required action items, and potential issues associated

with the permit requirements. Additional efforts will be required to compete the comprehensive SWMP required in the Regulations.

1. Public Education and Outreach (CNHRPC)
 2. Public Involvement and Participation (CNHRPC)
 3. Illicit Discharge Detection and Elimination (IDDE) Program (KVPartners with some Regulation assistance from CNHRPC)
 4. Construction Site Stormwater Runoff Control (KVPartners with assistance from CNHRPC)
 5. Stormwater Management in New Development and Redevelopment (Post Construction) (CNHRPC and KVPartners)
 6. Good Housekeeping and Pollution Prevention for Municipal Operations (KVPartners with some assistance from CNHRPC)
- Meet with Town staff, Commissions and Boards to discuss Draft Sections and give a permit status update. In addition to staff meeting it is assumed that the meetings will include the Selectmen, Planning Board, Road Commissioners, Conservation Commission at a minimum.

Notice of Intent

- Prepare a Notice of Intent (NOI) for submission to regulatory agencies (NHDES and/or EPA) by October 2, 2018.
- Coordinate with Town Departments and Boards as required.

FEE

Compensation for professional services shall be made on an hourly basis for a not to exceed fee of \$20,500 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.

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,

KVPartners 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
SYSTEM MAPPING					
Base Mapping		8		8	
Add MS4 to Base Mapping		4		4	
Field Work Drainage System	4		16	20	
Identify Interconnections	2	8		10	
Update GIS Data Based on Field Work	2	4	16	22	
STORMWATER MASTER PLANNING					
Permit Requirement Review for Minimum Control Measures	24	4		28	
Draft MCM Sections	40			40	
Review MCM Sections with Town Departments/Boards	16			16	
NOTICE OF INTENT					
Draft NOI form	16			16	
Coordination with town Boards and Departments	40			40	
TOTAL HOURS	144	28	32	204	
HOURLY RATE	\$99	\$89	\$79		
TOTAL LABOR	\$14,256	\$2,492	\$2,528	\$19,276.00	\$19,276
EXPENSES					
Mileage				\$520	
Printing and Miscellaneous				\$654	
TOTAL EXPENSES				\$1,174	\$1,174
Total Fee					\$20,450

Pembroke Police Department

Memo

To: Board of Selectman
From: Chief Dwayne Gilman
CC: Dave Jodoin Town Administrator
Date: June 18, 2015
Re: Small Equipment Purchase

Please consider this as a formal request to purchase the following equipment necessary to provide safe tactical equipment for our officers when needed.

16 ceramic tactical plates for 8 tactical vests (2 plates per vest)

Quoted Price from Body Armor Outlet @ \$ 4,784.80

**** Original Vest carriers purchased from Body Armor Outlet. Dimensions on file****



Quote

Body Armor Outlet. LLC
Body Armor Outlet
26 Ermer Road
Salem, NH 03079
United States
sales@bodyarmoroutlet.com
888-884-2427

Quote# QT0335
Issue Date: Jun 04 2018
Expiry Date: Jul 04 2018

Customer:

Pembroke NH PD

Contact Name: Maryann Riccotti

Work Phone: 603-485-9173

Email: mricciotti@pembroke-nh.com

Ship To:

Pembroke NH PD
247 Pembroke St
Pembroke, New Hampshire 03275
United States

Bill To:

Pembroke NH PD
247 Pembroke St
Pembroke, New Hampshire 03275
United States

Product/Description	Qty	Cost	Discount(%)	Tax(%)	Line Total
BAO 4400SH-SC-L Hard Armor Plate - IV, SA, 10x12, Shooters Cut, Single Curve Code: BAOI-TTHAP4400-SH-SC-L	16.00 ea	\$ 164.65	0	0	\$ 2634.40
BAO Tactical ACH / MICH IIIA Full Cut Helmet w/ 7 Pad Suspension - Large, Black Code: BAOI-TBHIIIA01-019-L	8.00 ea	\$ 268.80	0	0	\$ 2150.40
Store Pick-Up Code: Will Call	1.00 ea	\$ 0.00	0	0	\$ 0.00

Order Notes:

Sub Total \$ 4784.80

Tax \$ 0.00

Total \$ 4784.80

Town of Pembroke
Roads Committee

8 Exchange Street, Pembroke, NH 03275

To: Board of Selectmen

From: Roads Committee

CC:

Date: June 7, 2018

Re: Paving Bids

The Roads Committee recommends that the Selectmen hold off until fall and review all money spent prior to awarding any paving bids.



June 5, 2018

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

RECEIVED
JUN 11 2018
TOWN OF
PEMBROKE, NH

Re: Package Equipment Changes

Dear Chairman and Members of the Board:

We recently shared with you a number of new, simpler pricing and package options that have been made available to residents in your community. Customer satisfaction is a priority for us at Comcast and we continue to create ways to deliver more value, flexibility, transparency, and choice for the communities we serve. To that end, starting June 6, 2018, a TV Box and Remote will no longer be included in our packages and we will reduce the price of applicable packages accordingly.

Today, most Comcast video packages include the rental of a TV Box and Remote for use on the primary TV in the home. In some instances, we have found that certain customers have chosen to use their own video devices, like a TiVo, instead of using Comcast equipment, and as a result we have applied an equipment credit to their accounts for the charge of the Comcast device that is included in the price of their package.

The TV Box and Remote for the primary TV will now be billed separately at \$2.68, the current combined price for the rental of a Comcast TV Box and Remote. Customers may still choose to rent a TV Box from us, or they can opt for a retail device alternative, including via the Xfinity Stream app for Roku devices and select Samsung Smart TVs (with additional options to come); the Xfinity Stream app and portal for computers and mobile devices; or a CableCARD device like TiVo. Customers do not need to take any action unless they choose to change the way they are watching their cable service.

Customers will receive notice of this change with their June bill. If you have any questions, please do not hesitate to contact me at 603-224-1871, ext. 202.

Sincerely,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
June 4, 2018 at 6:30 PM**

Draft _____

Present: Chairperson Tina Courtemanche, Selectman David Sheldon, Selectman Ann Bond,
Selectman Vincent Greco, Selectman Michael Crockwell

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Tina Courtemanche called the meeting to order at 6:30pm. Chairman Courtemanche read into the record a brief statement informing everyone that this was the first meeting that was being recorded for streaming.

II. Citizen Comment:

None

III. Scheduled Meetings:

.Jim Coughlin-Center Road Property

Mr. Coughlin was present to discuss the details of the proposed purchase with the Conservation Committee. A blueprint of the land was presented to the board that showed the overview of the 100 acre parcel. The plan is the sell 95 acres to the Conservation Commission and leave 5 acres of property which includes two houses still owned by Mr. Coughlin and his business partner Wilfred Poirier.

Mr. Coughlin discussed with the board the lack of frontage that the two houses have on the Center Rd therefore asking permission to sell them not being up to the requirements. Concerns from the board were brought forward in regards to the road not being up the class 5 standards, and the financial obligation it would put on the town if purchased. After much discussion the board recommended waiting for the Roads Committee recommendation before making a decision.

IV. Old Business:

A. 4 Union St Parking

Brian Rice from Black Widow Custom Auto met with the Chairman, Vice Chairman and Town Administrator to discuss parking concerns at the building. He is currently expanding his business at the location meaning he will need more parking for employees and at additional hours. The hours that are posted right now from 6am-10pm as tenant parking work well for his business.

Selectman Bond requested to know if the board had considered making the lot for tenants only.

Jacques Despres-Main St was present to state that his cameras show no one parks in the lot at night due to restrictions on hours. Mr. Despres stated he felt the lot was wasted parking and not utilized. He requested hours to be changed to allow residents to park there more.

Arthur Aznive who is with the Masons stated that in the past the Masons used to park there until they started getting tickets.

The Board decided to table the discussion and to post a public hearing to get input.

V. New Business:

- Manifest/Abatements:

Action: Selectman Sheldon moved to approve the manifest and abatements as presented. Motion seconded by Selectman Bond. Motion passed 5-0

- Minutes

Action: Selectman Greco moved to approve the minutes from 5/21/18. Selectman Sheldon seconded the motion.

Discussion: Wording changes from relocated to relocate. A request to reword the motion in section A was stated as well.

Motion: Selectman Greco moved to continue with the road continuation project and to allow Jim Boisvert to oversee the project. All necessary testing will be completed by KV Partners as was done in the construction of the original road. Motion seconded by Selectman Sheldon. Motion passed as amended 5-0.

VI. Town Administrators Report:

1. Auditors will be present in the building starting next week for the Towns annual Audit
2. There have been problems with ledge at the construction site on East View and East Meadow.
3. Request for time off submitted

- Appointments

Action: Selectman Sheldon moved to appoint Sharon Morris to the Energy Committee and Linda Manter as a Library Trustee Alternate. Motion seconded by Selectman Greco Motion passed 5-0.

VII. Committee Reports:

- Selectman Sheldon-No Report
- Selectman Crockwell-No Report
- Selectman Bond
 - Planning Board-Approved the development of the "Lodges at Pembroke Pines" and to open Nadine Road through to Whittemore Rd.
- Selectman Greco-No Report
- Selectman Courtemanche-None

VIII. General Citizen Comment/Other:

None

IX. Adjourn:

Selectman Greco moved to adjourn at 7:44pm. Motion seconded by Selectman Bond. Motion passed 5-0.

Justine M. Courtemanche