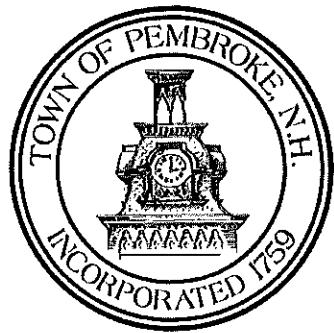


**AGENDA**  
**BOARD OF SELECTMEN**  
**April 3, 2024 AT 6:00 PM**  
**Pembroke Town Hall, Paulsen Room**

---

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
  - a. Chief Gagnon – Turnout Gear
  - b. VJ Ranfos – Paving Bids
  - c. VJ Ranfos – Electric Trash Truck Grant
- IV. OLD BUSINESS:
  - a. 2024 Tax Deeds – Non payment of 2021 Taxes
  - b. 2024 Tax Liens – Non payment of 2023 Property/Sewer bills
- V. NEW BUSINESS:
  - a. Manifest/Abatements
  - b. Minutes 3/20/24
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. Non Public Session in accordance with RSA 91-A:3 II (d) Consideration of the acquisition, sale, or lease of real personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community
- X. ADJOURN



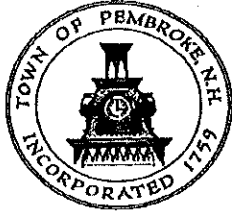
*Town of Pembroke*  
*Department of Public Works*

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

**To:** Board of Selectmen  
**From:** Roads Committee  
**CC:** David Jodoin  
**Date:** March 20, 2024  
**Re:** 2024 Bonded Wearing Course

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The Roads Committee recommends to the Board of Selectmen that the Bonded Wearing Course bid be awarded to All States Construction, Inc. (No money listed pending further work on job costing/sharing)



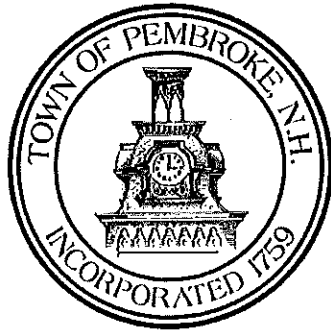
# Town of Pembroke

## Department of Public Works

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

2024 Bonded Wearing Course Bids

	Total Items 1-7	Comments
All States Construction, Inc. P.O. Box 91 Sunderland, MA 01375	\$159,100.00	Certificate of insurance: Yes



*Town of Pembroke*  
*Department of Public Works*

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

**To:** Board of Selectmen

**From:** Roads Committee

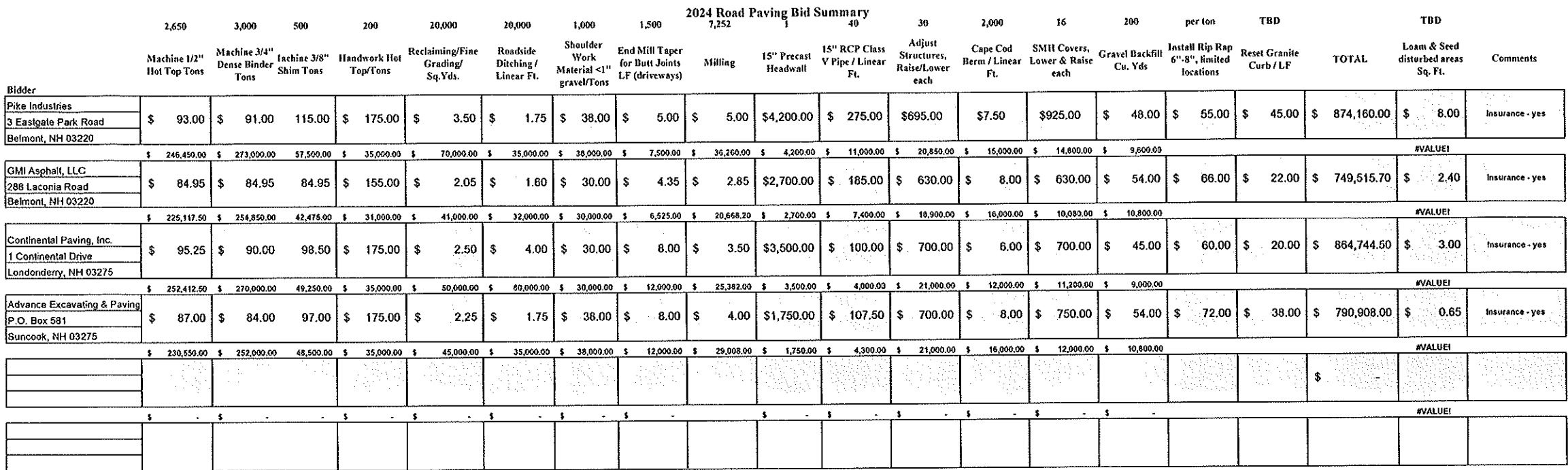
**CC:** David Jodoin

**Date:** March 20, 2024

**Re:** 2024 Road Paving

---

The Roads committee recommends to the Board of Selectmen that the paving bid be awarded to Advanced Excavating & Paving (no money amount listed pending potential split between Advanced and All State)



David Jodoin

**From:** DES: MS Grants <ms-grants@des.nh.gov>  
**Sent:** Monday, March 18, 2024 8:43 AM  
**To:** VJ Ranfos  
**Cc:** David Jodoin; amarrion@pembroke-nh.com  
**Subject:** RE: Updated Grant Agreement  
**Attachments:** Pembroke GA + Exhs A-C.pdf; CoA #00 - Warrant Article Vote (Municipality).docx; CoA #0 - Board of Selectman Vote (Municipality).docx

Good morning VJ,

That's great news! I was going to follow up today if I hadn't heard from you. The next steps are outlined below and attached are the referenced documents.

*Next Steps:*

**A. Contract Phase: Documents**

1. Please review the attached draft **Grant Agreement and Exhibits A through C**. If you have no questions regarding the terms of the agreement, just print it out and have **the person authorized by the Certificate of Authority sign and initial where indicated**. If you have any questions about the language or the terms in the contracts, I'm happy to discuss further.
2. Sign, notarize, and return the **Certificate of Authority (CoA)**. I have attached two templates for you to select from, one for a warrant article vote and one for a selectboard vote.
  - *Please note*, the CoA **must be signed and dated within 30 days of the Grant Agreement's signature date**. If your municipality has a later voting date, please complete this at the time authority has been granted/approved to sign the Grant Agreement.
  - **If neither applies to your municipality**, please explain the Mechanism (type of vote/approval, etc.) which gives the Municipality the Authority to accept this grant and gives the Signer the authority to complete the documentation. In other words, **the CoA should authorize whoever will be signing the contract to do so**. Please edit the templates as needed to apply to your town's voting structure.
3. Issue a **Certificate of General Liability** naming NHDES as an additional insured policy holder and demonstrating the Municipality meets the requirements listed in Item 17 (p. 3) of the Grant Agreement. Please ensure that this will not expire prior to the signing date of the two above documents.
4. Please send digital scans for our initial review.
5. Once I review these scanned documents, I'll ask you to mail the original signed hard copies.

I'm happy to answer any questions – thank you!

With Gratitude,

*Vanessa K. Partington*



Mobile Sources Grants Coordinator  
Air Resources Division – Technical Services Bureau

NH Department of Environmental Services  
29 Hazen Drive / PO Box 95  
Concord, NH 03302  
(603) 271-8330  
[Vanessa.K.Partington@des.nh.gov](mailto:Vanessa.K.Partington@des.nh.gov)

Sign up for our mailing lists to keep up to date!

*This e-mail and any associated files are intended solely and exclusively for the use of addressee(s), and may be privileged, confidential or otherwise protected by law.*

**From:** VJ Ranfos <[vranfos@pembroke-nh.com](mailto:vranfos@pembroke-nh.com)>  
**Sent:** Monday, March 18, 2024 8:08 AM  
**To:** Partington, Vanessa <[Vanessa.K.Partington@des.nh.gov](mailto:Vanessa.K.Partington@des.nh.gov)>  
**Cc:** David Jodoin <[djodoin@pembroke-nh.com](mailto:djodoin@pembroke-nh.com)>; [amarion@pembroke-nh.com](mailto:amarion@pembroke-nh.com)  
**Subject:** RE: Updated Grant Agreement

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Good morning Vanessa,

I have great news! The article for purchasing the new EV Truck passed at Town meeting on 3/16. What are our next steps to keep this project moving forward? Our Select Board meets next on 3/20. Would they sign the grant agreement at that point and get it back to you?

I have included our Town Administrator and new Solid Waste Foreman in this email.

Thanks for your help.

Thank you,  
VJ

VJ Ranfos  
Director  
Pembroke Public Works  
8 Exchange Street  
Pembroke, NH 03275  
(603) 485-4422

**From:** Partington, Vanessa [<mailto:Vanessa.K.Partington@des.nh.gov>]  
**Sent:** Friday, February 23, 2024 10:11 AM  
**To:** VJ Ranfos <[vranfos@pembroke-nh.com](mailto:vranfos@pembroke-nh.com)>; [rfanny@pembroke-nh.com](mailto:rfanny@pembroke-nh.com)  
**Subject:** Updated Grant Agreement

Good morning VJ & Robert,

I have attached the newly drafted Grant Agreement, less \$1,919. As discussed, this grant can only fund one charger per vehicle. Thank you for understanding how busy this season has been and awaiting this update. Please let me know if you have any questions further on what we discussed and provide any voting/approval updates which you may have. Thank you – have a great weekend!

With Gratitude,

*Vanessa K Partington*



Mobile Sources Grants Coordinator  
Air Resources Division – Technical Services Bureau

NH Department of Environmental Services  
29 Hazen Drive / PO Box 95  
Concord, NH 03302  
(603) 271-8330  
[Vanessa.K.Partington@des.nh.gov](mailto:Vanessa.K.Partington@des.nh.gov)

Sign up for our mailing lists to keep up to date!

*This e-mail and any associated files are intended solely and exclusively for the use of addressee(s), and may be privileged, confidential or otherwise protected by law.*



GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3. Grantee Name Town of Pembroke		1.4. Grantee Address 8 Exchange Street Pembroke, NH 03275	
1.5. Grantee Phone # 603-485-4422	1.6. Account Number N/A	1.7. Completion Date 12/31/2026	1.8. Grant Limitation \$683,147
1.9. Grant Officer for State Agency Vanessa Partington, Grants Coordinator		1.10. State Agency Telephone Number 603-271-8330	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1 Victor J. Ranfos Director, Pembroke Public Works	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)  By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)  By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 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,

- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement
- 11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.
- Page 3 of 11
- Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT A**  
**SPECIAL PROVISIONS**

1. Amend Subparagraph 9.4 to read: "On and after the Effective Date all data 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, whichever shall first occur."

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT B**  
**SCOPE OF SERVICES**

Grant Number: NH-VW-2023-01-016

Project Title: NH Volkswagen Environmental Mitigation Trust - Granite State Clean Fleets with  
Town of Pembroke, NH -- Refuse Truck Replacement Project  
Subgrant Program for New Hampshire Local Government Entities to Reduce Diesel Emissions

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and the Town of Pembroke (Vendor Code # 177458-B003) for one (1) Refuse Truck and one (1) Direct Current Fast Charging (DCFC) station that will operate in Pembroke, NH to reduce diesel emissions in the State using funds available via the Granite State Clean Fleets Grant Program, funded by the New Hampshire Volkswagen Environmental Mitigation Trust.

The project activities will be carried out in Pembroke, NH, by the Town of Pembroke (hereinafter referred to as "the Recipient").

This Grant Agreement will become effective upon approval by NH Governor and Council (hereinafter referred to as "the Agreement"). The project completion date is December 31, 2026, with additional reporting requirements.

NHDES and the Recipient will undertake under this Agreement the replacement of one (1) Model Year (MY) 1998 Class 8 diesel Refuse Truck.

For the purposes of this Agreement, NHDES and the Recipient agree to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with the Recipient.
2. The Recipient shall purchase one (1) MY 2025 Battle Motors Let Bev electric Refuse Truck with split body ("replacement unit") as replacement for the MY 1998 Class 8 diesel Peterbilt Refuse Truck ("existing unit") identified in their proposal to the Request for Proposals (RFP). The replacement unit must be the same make, model, and specifications as proposed or, with prior written approval from NHDES, may be replaced with comparable make and model. The RFP and the Recipient's proposal are incorporated into the Agreement by reference.
  - a. The replacement unit shall be a MY 2025 or newer electric Refuse Truck.
  - b. The replacement unit must be the same gross vehicle weight class as the existing unit or, with written approval from NHDES, may be replaced with smaller class unit.
  - c. The replacement unit must perform the same function over similar routes as the existing unit.
3. The Recipient shall purchase, install, and maintain one (1) Autel 60 kWh Fast Maxicharger Direct Current Fast Charging station ("DCFC Station") to charge the replacement unit, as identified in their response to the RFP. The replacement charging station must be the same make, model, with specifications as proposed or, with prior written approval from NHDES, may be replaced with comparable make and model.
4. All DCFC equipment installed shall meet the following minimum requirements:
  - a. Is new and unused and is not refurbished or remanufactured;
  - b. Is free from faults and defects;
  - c. Employs the most current technology commercially available;

- d. Includes the unit and all cables, connectors, interfaces, and any other items necessary for full operation at the designated site;
- e. Includes all standard manufacturer accessories;
- f. Is factory calibrated (as applicable) prior to or during installation in accordance with the Original Equipment Manufacturer (OEM) standards;
- g. Has a minimum 5-year warranty;
- h. Has the ability to stop the flow of power when not in use and has over-current protection to prevent vehicles from drawing too much power;
- i. Is capable of providing a full charge to the replacement unit, during the typical period of unit inactivity;
- j. Is certified by the Underwriters Laboratories, Inc, (UL), or equivalent safety standard;
- k. Complies with all National Electric Code and Federal Communications Commission regulations for safety and operation requirements;
- l. Is rated to withstand reasonably expected extreme weather conditions including temperature extremes, wind, ice, snow, heavy rain, and high winds, and is protected from malfunctions due to condensation;
- m. Is rated to withstand flooding if the project area is within a flood zone;
- n. Includes barriers or other mechanisms to prevent damage from snow removal equipment or vehicles.
- o. Is installed with the most current software version available and software upgrades are able to be performed, as needed;
- p. Includes screen displays that are readable in all light levels, including in direct sunlight and at night;
- q. Is designed and maintained to be tamper-proof to the extent feasible;
- r. Has a cord management system that prevents the cord from lying on the ground or becoming entangled; and
- s. Shall be operational at least 97 percent of the time annually, based on a schedule of 24 hours per day and seven days per week.

Though not an eligible cost under the grant, it is strongly recommended that the Recipient procure a 5-year service contract in order to meet 97 percent operational requirement and address any system or maintenance issues that may arise.

- 5. Installation of the DCFC stations shall comply with all state and local energy and building code requirements.
- 6. All electrical work shall be completed by properly licensed electricians.
- 7. The Recipient shall coordinate with the electric utility serving the designated site before work on this Agreement begins to determine whether the utility can cover any portion of project costs through rebates, reimbursements, funding assistance or other means. The Recipient shall complete project work in a manner that enables receipt of these monies. The Recipient shall share this information with NHDES.
- 8. The Recipient shall supplement the total eligible cost of the project through any rebates and reimbursements from its utility or third party, prior to requesting reimbursement from NHDES, to the best of their ability. If NHDES has previously reimbursed the Recipient for such expense(s), the Recipient shall return any supplemental funds received for the same expense(s) to NHDES.

9. NHDES shall reimburse the Recipient 95 percent of the eligible expenses, minus any eligible expenses paid by the utility or third party, or \$683,147, whichever is less.
10. Eligible expenses include:
- a. Replacement unit: eligible expenses under this grant include the cost of only the replacement unit and attachments, accessories, modifications, or auxiliary apparatuses necessary to make the replacement unit usable for the purpose for which it is acquired.
  - b. DCFC station: eligible expenses under this grant include the cost of the purchase and installation of one electric vehicle charging station, including the unit and charging cable(s), mount, and/or pedestal, other necessary parts and accessories, five-year warranty on the Electric Vehicle Supply equipment (EVSE), electrical panels and their installation, upgrades to the existing electrical panels or electrical service, transformers and their installation, wiring/conduit and its installation, stationary energy storage systems that power the equipment (e.g., batteries) and their installation, on-site power generation systems that power the equipment (e.g., solar and wind power generation equipment) and their installation.
11. Ineligible expenses:
- a. Replacement unit: ineligible expenses include but are not limited to: “optional” components or “add-ons” to the unit not included in the Recipient’s response to the RFP, vehicle registration, scrappage of existing unit, engineering, project management, and personnel costs.
  - b. DCFC station: ineligible expenses include but are not limited to: power distribution to the pedestal, electricity, operation and maintenance, and any expenses covered by the utility or a third party through rebates or reimbursements.
12. The Recipient shall provide NHDES with the following information on the existing unit prior to purchasing the replacement unit:
- |                                  |                                       |   |
|----------------------------------|---------------------------------------|---|
| a. Annual miles driven           | d. Vehicle Identification             | g. Vehicle Class                        |
| b. Annual fuel use and fuel type | Number (VIN)                          | h. Engine Manufacturer                  |
| c. Annual idling hours           | e. Engine Model Year                  | i. Engine Serial Number                 |
|                                  | f. Gross Vehicle Weight Rating (GVWR) | j. Engine Family Number                 |
|                                  |                                       | k. Description of routes or typical use |
13. The existing unit shall be taken out of service no later than 15 days following the placement into service of the corresponding replacement unit.
14. The existing unit shall be scrapped within 90 days from the date the replacement unit is put into service.
15. The Recipient shall use the replacement unit and DCFC station in normal service for a period of no less than five (5) years. In the event that the Recipient sells or surpluses the replacement unit or DCFC station within five years of the effective date of this contract, the Recipient shall reimburse the State of New Hampshire in accordance with the depreciation table below.

**Project: Town of Pembroke EV Refuse Truck Replacement Project**

	Percent Value Remaining	Value to be Returned to NHDES
Year 1 value	20	\$136,629
Year 2 value	16	\$109,304
Year 3 value	12.8	\$87,443
Year 4 value	10.2	\$69,681
Year 5 value	7.6	\$51,919

*Note: calculation is based on a maximum reimbursement value of \$683,147 for one (1) Refuse Truck and one (1) DCFC station. If total reimbursements are less than \$683,147, the value to be returned to NHDES will be reduced proportionately.*

**16. The Recipient shall:**

- a. Register the replacement unit in accordance with New Hampshire law;
- b. Maintain the replacement unit in accordance with manufacturer recommendations;
- c. Not make modifications to the replacement unit; and
- d. Make the replacement unit and DCFC station and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by NHDES.

**17. The Recipient shall scrap the existing unit or render it permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engine and chassis with a two-week (minimum) advance notice of the event. The existing unit shall be permanently disabled by:**

- a. Creating a minimum 3-inch diameter hole completely through the engine block; and
- b. Cutting the chassis rail in half.

**18. The Recipient shall supply documentation to NHDES confirming the scrappage requirements have been met for the existing unit within two weeks of the event. The documentation must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The documentation must include:**

- a. The date the existing unit was scrapped;
- b. The engine model year, engine family name, engine serial number, and Vehicle Identification Number (VIN) for the existing unit;
- c. The name and contact information for the entity that scrapped the existing unit; and
- d. Photographic images of the existing unit, clearly labeled:
  - i. Side profile of the unit;
  - ii. VIN;
  - iii. The engine tag that includes the engine serial number and engine family number (if available);
  - iv. Chassis rail cut in half;
  - v. Engine block prior to destruction; and
  - vi. Engine block after destruction.

Scrappage may be completed by the Recipient or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided to NHDES.



19. The Recipient shall submit **Quarterly Project Status Reports** ("Quarterly Reports") to NHDES, the first of which is due after the first full calendar quarter following the Effective Date of the Agreement and the last of which is due two years after acquisition of the replacement unit and installation of the DCFC station. Quarterly Reports are due January 15th, April 15th, July 15th, and October 15th (e.g., if the Effective Date were in May, then the first full quarter following the Effective Date would be July-September, thus the first Quarterly Report would be due October 15th). Quarterly Reports shall include sufficient information for NHDES to know the status of the unit replacement and destruction of the existing unit, to know if the replacement unit and DCFC station are in service, and to estimate the emissions reductions attributable to the project, including:
- a. Existing unit (until the replacement unit is procured and put in service):
    - i. A description of the existing unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar quarter;
    - ii. The amount of fuel (diesel gallons) used by the existing unit during the preceding calendar quarter;
    - iii. The number of miles the existing unit was used in the preceding calendar quarter; and
    - iv. The estimated amount of idling experienced by the existing unit in the preceding calendar quarter.
  - b. Replacement unit:
    - i. The status of the replacement unit's order and delivery, with estimates of delivery and in-use dates of the replacement unit not yet procured and put in service;
    - ii. A description of the replacement unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar quarter;
    - i. The number of kilowatt-hours (kWh) used by the replacement unit during the preceding calendar quarter; and
    - ii. The number of miles the replacement unit was used in the preceding calendar quarter.
  - c. DCFC station:
    - i. The status of the DCFC station's order and delivery, with estimated date(s) of delivery, installation, commissioning, and full operation.
    - ii. The Recipient shall notify NHDES within one calendar week of the DCFC station on the site becoming fully operational.
    - iii. The Recipient shall submit quarterly reports, the initial of which shall include a description of how this information is derived. Subsequent quarterly and annual reports need not include such description unless there are changes. The reports shall contain data on that site's operation and usage, including, but not limited to:
      - (a) Station address, city, state, zip code;
      - (b) Station activation date;
      - (c) Station ID and Plug ID(s);
      - (d) Session ID, date, and start/end times;
      - (e) Total time plugged in;
      - (f) Total time spent charging;
      - (g) Total energy dispensed (kWh);
      - (h) Max power output (kWh);
      - (i) Equipment malfunctions and steps taken to correct;
      - (j) Routine maintenance conducted;
      - (k) Percent of time vehicles connected to a charger are charging (over reporting timeframe);
      - (l) Peak kW draw in the reporting period by date and time;

- (m) Electrical demand charges incurred;
- (n) Percentage of time during the reporting period that the DCFC station was operational;
- (o) Downtime and an explanation of planned and unplanned downtime, during the preceding calendar quarter;
- (p) Every fourth quarterly report shall include the operational status, demonstrating that the DCFC station met the requirement of being operational at least 97 percent of the time annually. If the DCFC station did not meet the operational requirement, the Recipient shall include an explanation as to why it did not; and
- (q) Any other information pertinent to the successful operation of the site.

20. The Recipient shall submit three **Annual Project Status Reports** ("Annual Reports") to NHDES by January 15<sup>th</sup> beginning the January following the last quarterly report. Annual Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the project, including:

a. Replacement unit:

- i. A description of the replacement unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar year;
- ii. The number of kWh used by the replacement unit during the preceding calendar year; and
- iii. The number of miles the replacement unit was used in the preceding calendar year.

b. DCFC station:

- i. The Recipient shall submit annual reports, the initial of which shall include a description of how this information is derived. Subsequent reports need not include such description unless there are changes. The reports shall contain data on that site's operation and usage, including, but not limited to:
  - (a) Station address, city, state, zip code;
  - (b) Station activation date;
  - (c) Station ID and Plug ID(s);
  - (d) Session ID, date, and start/end times;
  - (e) Total time plugged in;
  - (f) Total time spent charging;
  - (g) Total energy dispensed (kWh);
  - (h) Max power output (kW);
  - (i) Equipment malfunctions and steps taken to correct;
  - (j) Routine maintenance conducted;
  - (k) Percent of time vehicle(s) connected to a charger are charging;
  - (l) Peak kW draw in the reporting period by date and time;
  - (m) Electrical demand charges incurred;
  - (n) Percentage of time during the reporting period that the DCFC station was operational;
  - (o) Downtime and an explanation of planned and unplanned downtime, during the preceding calendar year;
  - (p) Every annual report shall include the operational status, demonstrating that the DCFC station met the requirement of being operational at least 97 percent of the time. If the DCFC station did not meet the operational requirement, the Recipient shall include an explanation as to why it did not; and
  - (q) Any other information pertinent to the successful operation of the site.

21. The Recipient shall not use grant funds for any costs not specified in this Exhibit B, Scope of Services. The Recipient shall complete all activities, reports, and work products specified herein.

**EXHIBIT C**  
**METHOD OF PAYMENT**

1. Payments under this agreement are not to exceed \$683,147 or 95 percent of eligible project costs, whichever is less.
2. NHDES will reimburse the Recipient for eligible expenses provided the Recipient is in compliance with all provisions in this Grant Agreement, including the recordkeeping and reporting requirements in Exhibit B.
3. Invoices may be submitted for reimbursement upon payment and shall include the following:
  - a. Payment request on the Recipient's letterhead with the following information for each unit (existing and replacement, as applicable) and DCFC station:
    - i. Units:
      1. Vehicle Identification Number (VIN);
      2. Engine/electric motor and vehicle model year;
      3. Engine/electric motor and vehicle manufacturer;
      4. Engine/electric motor serial number;
      5. Vehicle's class;
      6. Fuel type; and
      7. Cost of unit replacement.
    - ii. DCFC Station:
      1. Make and model;
      2. Serial number;
      3. Voltage rating;
      4. Amperage rating;
      5. Number and type of charging connectors;
  - b. A copy of all vendor invoices;
  - c. A copy of cancelled check(s) or other documents verifying payment;
  - d. Proof of services rendered;
  - e. A copy of the five-year warranty for the EVSE with corresponding invoices and proof of payment.
  - f. A copy of the vehicle's registration;
  - g. Proof of scrappage as per Exhibit B; Sections 17-18; and
  - h. Contact information for any questions related to reimbursement requests.
4. NHDES will process complete invoices within 45 days of receipt. Funds transferred directly from the Volkswagen Mitigation Trust are subject to approval by Trust administrators.
5. Invoices must be submitted by the project completion date. Invoices submitted after this date may be denied.
6. All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

Warrant Article Vote

Certificate of Vote of Authorization

Grant Recipient: The municipality of \_\_\_\_\_  
(Municipality name & address)

I, \_\_\_\_\_, of Town/City of \_\_\_\_\_ do  
(Name & Title) (Municipality)

hereby certify that during a public vote on warrant articles which took place on \_\_\_\_\_,  
(Date of vote)

the Town/City of \_\_\_\_\_ voted to enter into a \_\_\_\_\_  
(Municipality) (Title of Grant)

Grant Agreement with the New Hampshire Department of Environmental Services, Air Resources  
Division, which is a reimbursement project only, \_\_\_\_\_  
(Name & Title)

is duly authorized to enter into said agreement on behalf of the Town/City of  
\_\_\_\_\_, NH and is further authorized to execute any documents which  
(Municipality)

may, in their judgement, be desirable or necessary to effect the purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as \_\_\_\_\_ of and for  
(Title)  
the Town/City of \_\_\_\_\_, NH.  
(Municipality)

\_\_\_\_\_, \_\_\_\_\_  
(Printed Name) (Signature) (Date of signature)

Board of Selectman Vote

Certificate of Vote of Authorization

Grant Recipient: The municipality of \_\_\_\_\_  
(Municipality name & address)

I, \_\_\_\_\_, of the Town/City of \_\_\_\_\_, do  
(Name & Title) (Municipality)

hereby certify that at a Board of Selectmen vote held on \_\_\_\_\_, granted  
(Date of vote)

\_\_\_\_\_ the authority to enter into a \_\_\_\_\_ Grant  
(Municipality) (Title of Grant)

Agreement with the New Hampshire Department of Environmental Services, Air Resources  
Division, which is a reimbursement project only, and voted that

\_\_\_\_\_ is duly authorized to enter into said agreement on  
(Name & Title)

behalf of the Town/City of \_\_\_\_\_, NH and is further authorized to  
(Municipality)

execute any documents which may, in their judgement, be desirable or necessary to effect the  
purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as \_\_\_\_\_ of and for  
(Title)

the Town/City of \_\_\_\_\_, NH.  
(Municipality)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Print name) (Signature) (Date of signature)

NAME	PROPERTY ADDRESS	MAILING ADDRESS	AMOUNT DUE THROUGH	
			5/3/2024	MAP/LOT
Tax Deed date is <u>May 3, 2024</u>				
Stacy Amyot/Jodi Boisvert (3)	78-19 Sheep Davis Road Pembroke, NH 03275	78-19 Sheep Davis Road Pembroke, NH 03275	554.55	632-11-119
William Boutilier (3)	235-4 Dearborn Road Pembroke, NH 03275	235-4 Dearborn Road Pembroke, NH 03275	142.21	266-76-104
Daniel and Kristen Brien	308 Pembroke Street Pembroke, NH 03275	308 Pembroke Street Pembroke, NH 03275	5,957.05	565-4
Raylene Cable (3)	663-4 Thompson Road Pembroke, NH 03275	663-4 Thompson Road Pembroke, NH 03275	659.09	870-26-A-4
Wendy Cray (3)	78-8 Sheep Davis Road Pembroke, NH 03275	78-8 Sheep Davis Road Pembroke, NH 03275	737.15	632-11-108
Zachary & Elise Dumas	563 Pembroke Street Pembroke, NH 03275	563 Pembroke Street Pembroke, NH 03275	3,182.07	563-16
Jose Herrera (2)	615-40 Route 28 Pembroke, NH 03275	128 Brooks Street #2 West Boston, MA 02128-1648	153.67	870-20-L40
Nicholas Julian (3)	235-3 Dearborn Road Pembroke NH 03275	235-3 Dearborn Road Pembroke NH 03275	709.65	266-76-103
Richard Mabie	408 Elm Street Pembroke, NH 03275	408 Elm Street Pembroke, NH 03275	1,403.66	565-113
Bruce and Katherine Mcalister	41 Donna Drive Pembroke, NH 03275	41 Donna Drive Pembroke, NH 03275	8,922.54	565-81-8
Brian and Heather Mudgett (3)	668-1A Thompson Road Pembroke, NH 03275	664 Thompson Road #1 Pembroke, NH 03275	387.34	870-33-1

Heather Mudgett	668 Thompson Road Pembroke, NH 03275	664 Thompson Road #1 Pembroke, NH 03275	3,230.55	870-33
Heather Mudgett (3)	668-2A Thompson Road Pembroke, NH 03275	664 Thompson Road #1 Pembroke, NH 03275	444.20	870-33-2
Heather and Brian Mudgett	664 Thompson Road Pembroke, NH 03275	664 Thompson Road #1 Pembroke, NH 03275	7,747.10	870-32-1
Owners Unknown (1)	Broadway Pembroke, NH 03275	311 Pembroke Street Pembroke, NH 03275	203.23	VE-15-1
Owners Unknown (1)	Pembroke Street	311 Pembroke Street Pembroke, NH 03275	247.62	266-27-2
Owners Unknown (1)	Main Street Pembroke, NH 03275	311 Pembroke Street Pembroke, NH 03275	145.84	VW-114-1
Daniel & Kayla Scouler (2)	615-45 Route 28 Pembroke, NH 03275	1535 Main Street #301 Tweksbury, MA 01876	100.00	870-20-L45
Andrea Smith	629-635 Fourth Range Road Pembroke, NH 03275	310 Beacon Hill Road Pembroke, NH 03275	841.19	561-112-1
THC Realty Trust (1) Elliot Konner Trustee	Main Street Pembroke, NH 03275	PO Box 10545 Bedford, NH 03110-0545	2,135.24	VE-179-2
Lance Tremblay	307-2 Dearborn Road Pembroke, NH 03275	34 Dover Street Manchester, NH 03102	287.57	266-73
Webster Falls Inc (1)	Mills Fall Off Pembroke, NH 03275	116 So River Road Bldg A Bedford, NH 03110	223.81	VE-179-1

(1) Deed issues or potential contaminated land

(2) Campers on Rt 28 across from Buck Street  
(3) Mobile Homes

3/25/2024



**BOARD OF SELECTMEN  
TOWN OF PEMBROKE, NH  
March 20, 2024 at 6:30 PM**

**DRAFT,**

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Present: Selectman Karen Yeaton, Selectman Richard Bean, Selectman Rick Frederickson,  
Selectman Sandy Goulet, Selectman Matt Miller

Staff: Town Administrator David Jodoin

**I. Call to Order:**

Chairman Yeaton called the meeting to order at 6:30pm.

**II. Citizens Comment**

None

**III. Scheduled Meetings**

Welcome Matt Miller

Matt Miller was newly elected to the Selectboard on March 12, 2024.

**IV. Old Business**

None

**V. New Business**

Election of Chair/Vice Chair

Selectman Goulet made a motion to appoint Karen Yeaton as the Chair of the  
Selectboard. Selectman Frederickson seconded the motion. Motion passed 5-0.

Selectman Frederickson made a motion to appoint Sandy Goulet as Vice-Chair of the  
Selectboard. Selectman Miller seconded the motion. Motion passed 5-0.

Appointments

Selectman Goulet made a motion to appoint Judy Mitchell and Becky Hanson as the  
alt library trustee with a term to expire on 4/30/25 Selectman Frederickson seconded  
the motion. Motion passed 5-0.

Selectman Goulet made a motion to appoint Tom Hebert and Blakely V. Minor III to the Zoning Board of Adjustments with a term to expire on 4/30/27. Selectman Miller seconded the motion. Motion passed 5-0.

Selectman Goulet made a motion to appoint Joshua Ginn as the Deputy Forest Fire Warden and to authorize the Chairman of the Board to sign the documents. Selectman Frederickson seconded the motion. Motion passed 5-0.

Committee Assignments

Energy Committee	Primary-Matt Miller	2 <sup>nd</sup> -Rick Frederickson
Recreation Commission	Primary-Sandy Goulet	2 <sup>nd</sup> -Richard Bean
Budget Committee	Primary- Matt Miller	2 <sup>nd</sup> -Karen Yeaton
Planning Board	Primary- Rick Frederickson	2 <sup>nd</sup> -Sandy Goulet
Capital Improvement Committee	Primary-Karen Yeaton	2 <sup>nd</sup> -Matt Miller
Roads Committee	Primary- Sandy Goulet	2 <sup>nd</sup> Richard Bean
Solid Waste Advisory Committee	Primary- Rick Frederickson	2 <sup>nd</sup> -Karen Yeaton
Facilities and Grounds Committee	Primary-Karen Yeaton	2 <sup>nd</sup> -Matt Miller
Conservation Commission	Primary-Karen Yeaton	2 <sup>nd</sup> -Matt Miller

2024 Town Meeting Discussion

Chief Gagnon, Assistant Chief Paulsen and Deputy Chief Farley were in to talk about the need to replace the turnout gear. The National Institute of Standards and Technology did a study to research why there was an increase in cancer in the fire service. They found that PFAS is used in the manufacturing of the vapor barrier and thermal layer. PFAS is used for waterproofing. The vapor barrier has 400x the recommended contact amount. They also found the outer layer contains high levels of PFAS. Every department in North America will need to replace their gear and there is currently a 5–6-month backup on ordering.

Selectman Frederickson asked if the company who manufactured the gear has any responsibility for their product being faulty. Chief Gagnon stated at this point, they are not saying anything.

Selectman Miller asked what they changed in the new gear. Chief Gagnon stated they no longer treat the gear with PFAS and the thermal vapor barrier is made out of a new technology. The new gear has been tested and proven to no longer contain PFAS. Selectman Miller asked for the cost of one set. Chief Gagnon answered \$3,593.01/pp. The Department has 32 sets right now. They are looking into pricing with the City of Concord.

Selectman Goulet asked if there are any grants available or insurance available. Chief Gagnon stated there won't be a response from insurance companies. It will be approximately \$125,000 to replace all the gear. There was \$17,000 budgeted for replacement turnout gear in this year's budget and there is \$35,000 in the Small

Equipment Capital Reserve. That gets them to 14 sets of gear. The Chief will look into grants and other options for the remaining sets and come back to the Board.

Manifest/Abatelements

Selectman Goulet made a motion to accept the manifest and abatements as presented. Selectman Frederickson seconded the motion. Motion passed 4-0. Selectman Miller abstained.

Minutes 3/6/24

Selectman Goulet made a motion to approve the minutes of March 6, 2024 as presented. Selectman Frederickson seconded the motion. Motion passed 4-0. Selectman Miller abstained.

**VI. Town Administrator Report**

MS-232 needs to be signed by the Selectman for NHDRA.

**VII. Committee Reports**

Selectman Bean – None

Selectman Miller – None

Selectman Frederickson – None

Selectman Goulet – None

Selectman Yeaton – None

**VIII. Other/Citizen Comment**

None

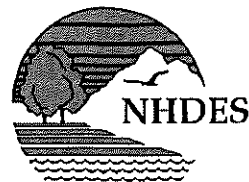
**IX. Adjourn**

Selectman Goulet made a motion to adjourn at 7:54 PM. Selectman Frederickson seconded the motion, and it was approved unanimously.

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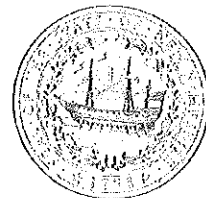
Karen Yeaton, Chairman

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



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



March 20, 2024

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

Subject: CW-334105-01: Town of Pembroke: MS4 Compliance  
American Rescue Plan Act 2021 (ARPA) Grant Closeout

Dear Mr. Jodoin:

This letter confirms that New Hampshire Department of Environmental Services (NHDES) has disbursed a total of \$100,000.00, 100% of the American Rescue Plan Act (ARPA) grant award for the MS4 Compliance project to the Town of Pembroke. The grant applicant submitted a final disbursement request; and the final grant payment was made to the Town of Pembroke on November 8, 2023.

The ARPA grant for this project is now closed. However, subrecipients are still required to retain records related to ARPA funding until December 31, 2031. These records include records pertaining to contracts and procurement, copies of financial records (such as transactions), and agency reports during the monitoring process. Some records, such as those pertaining to real property and equipment purchased with federal funds, have longer or indefinite retention requirements, and you should discuss those requirements with your agency monitor to assist in your continued compliance. Subrecipients should ensure their record retention policy remains in compliance with federal standards.

If you have any questions or concerns, please don't hesitate to contact me by phone: (603) 271-8484, or by email: [Alysha.P.Clark@des.nh.gov](mailto:Alysha.P.Clark@des.nh.gov).

Sincerely,

Alysha Clark  
Clean Water ARPA Grants Program Manager

cc:  
VJ Ranfos, Town of Pembroke  
Michael Vignale, KVP, LLC.  
Deborah Loiselle, Project Manager, NHDES  
Irene Fanning, Accounting, NHDES  
Jessica Lawrence, Accounting, NHDES

David Jodoin

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**From:** Matt Miller <mattslb94@gmail.com>  
**Sent:** Tuesday, March 26, 2024 9:31 AM  
**To:** David Jodoin; Richard Frederickson  
**Cc:** Bobbi-Jo Michael  
**Subject:** Fwd: Official Notice of Community Power Coalition of New Hampshire's 2024 Annual Membership Meeting

Hello David and Rick:

I am forwarding you this message from CPCNH announcing their 2024 Annual Membership Meeting. The message was also sent to TownHall@Pembroke-NH.com, and I want to make sure you receive it.

Thanks and talk to you soon,  
Matt

----- Forwarded message -----

**From:** Bobbi-Jo Michael <[bobbi-jo.michael@communitypowernh.gov](mailto:bobbi-jo.michael@communitypowernh.gov)>  
**Date:** Mon, Mar 25, 2024 at 6:34 PM  
**Subject:** Official Notice of Community Power Coalition of New Hampshire's 2024 Annual Membership Meeting  
**To:** Bobbi-Jo Michael <[bobbi-jo.michael@communitypowernh.gov](mailto:bobbi-jo.michael@communitypowernh.gov)>  
**Cc:** Brian Callnan <[brian.callnan@communitypowernh.gov](mailto:brian.callnan@communitypowernh.gov)>, Henry Herndon <[henry.herndon@communitypowernh.gov](mailto:henry.herndon@communitypowernh.gov)>, Deana Dennis <[deana.dennis@communitypowernh.gov](mailto:deana.dennis@communitypowernh.gov)>

Good evening,

On behalf of CPCNH's CEO, Brian Callnan, I am writing to you as the "principal executive officers" of each Member of the Community Power Coalition of New Hampshire to provide notice of CPCNH's Annual Membership Meeting, in which each Member has a vote through their Primary Member Representative or their Alternate if the Primary Representative is unavailable to attend (all copied on this email). The CPCNH Board of Directors, at its February 22, 2024 Board meeting, set the Annual Membership Meeting time and date, pursuant to Section 4.1 of our By-laws, for **Thursday April 25, 2024 at 10:00 am** pursuant to a motion of the Board on 2/22/24, on 3/21/24 the Executive Committee set the location at the **NH Audubon McLane Center, 84 Silk Farm Road Concord, NH 03301**, with lunch thereafter followed by the Annual Board Meeting at 12:30 pm when officers are elected and committee members are appointed for the coming year.

Last year we transitioned to an elected Board of 20 with approximately 1/3 elected to each of 1-, 2- and 3-year initial terms, with subsequent elections for 3-year terms. Our By-laws call for that total number to be set between 11 and 21 in advance of the Annual Membership Meeting. At its 2/22/24 meeting the Board set the number of Directors to be 20 with seven Directors to be elected on 4/25/24, pursuant to Sections 4.1 and 5.3.2 of our By-laws.

The items of business to be conducted at our Annual Membership Meeting will consist of the following:

1. Approval of Minutes of the 10/26/23 Fall Membership Meeting.
2. Election of seven Directors for 3-year terms to the Board of Directors.
3. Consideration of proposed amendments to the Joint Powers Agreement and By-laws dealing with 3 issues:
  1. In Section 5.3.2 of the By-laws add the phrase **"who desire to serve on the Board"** to this sentence:  
"Among these considerations the Board shall at all times, so long as there are sufficient Member

representatives from each of the following designations *who desire to serve on the Board*, include the following: not less than two Directors from cities, not less than two Directors from towns, and not less than two Directors from counties or joint powers authorities.

- 2. Enable the appointment of alternate members of committees who can fill in for purposes of quorum and voting in the absence of regular committee members.
- 3. Allow committees to elect a vice chair and/or clerk of the committee (except as otherwise provided for in a committee charter and not for the Executive Committee).
- 4. Establishment of a Membership meeting schedule for the next year.
- 5. Adjournment.

The exact text of proposed JPA and By-laws amendments, along with information about self-nominated Board candidates and the full agenda, will be circulated at least 2 weeks in advance of the Annual meeting, including to this full email list. If you have any questions, please do not hesitate to call or email.

Thank you!  
Bobbi-Jo Michael | Director of Administration  
Community Power Coalition of New Hampshire  
PO Box 840, Concord, NH 03302  
(603) 568-0265 | [bobbi-jo.michael@communitypowernh.gov](mailto:bobbi-jo.michael@communitypowernh.gov)