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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
603-271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

January 22, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to award a grant to the Town of Pembroke (VC# 177458) in the amount of \$10,149.64 to update their Hazard Mitigation Plan (HMP). Effective upon Governor and Council approval through September 2, 2028. **100% Federal Funds.**

Funding is available in account, Hazard Mitigation Grant Program, as follows:

02-23-23-236010-29200000-072-500574 - Grants to Local Gov't - Federal	<u>FY 2026</u>
Activity Code: 23DR4771HM	\$10,149.64

EXPLANATION

The purpose of this grant is for the Town of Pembroke to update their HMP. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM, from the Federal Emergency Management Agency (FEMA). HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

HMGP is 75% Federally funded by FEMA with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Sub-Recipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name Town of Pembroke (177458-B003)		1.4. Sub-Recipient Address 311 Pembroke St, Pembroke, NH 03275	
1.5 Sub-Recipient Tel. # 603-485-4747	1.6. Account Number AU #29200000	1.7. Completion Date September 2, 2028	1.8. Grant Limitation \$10,149.64
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation & Recovery		1.10. State Agency Telephone Number (603) 271-2231	
"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. Sub-Recipient Signature 1 <i>Karen Yeaton</i>		1.12. Name & Title of Sub-Recipient Signor 1 Karen Yeaton, Chair Selectboard	
Sub-Recipient Signature 2 <i>Sandy C. Goulet</i>		Name & Title of Sub-Recipient Signor 2 Sandy C. Goulet, Vice Chair Selectboard	
Sub-Recipient Signature 3 <i>Richard S. Fredericksen</i>		Name & Title of Sub-Recipient Signor 3 Richard S. Fredericksen Selectboard	
1.13. State Agency Signature(s) By: <i>Amy Newbury</i>		1.14. Name & Title of State Agency Signor(s) On: 1/22/26 Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Colin</i> Assistant Attorney General, On: 02/07/2026			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. 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 B which is incorporated herein by reference ("Services").

Sub-Recipient Initials: 1.) *ADY* 2.) *[Signature]*

3.) *RSF* Date: *1/7/2026*

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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Sub-Recipient Initials: 1.)

KW

2.)



3.) *RSF*

Date:

1/7/2026

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any

Sub-Recipient Initials: 1.) KOX

2.) RSF

3.) RSF

Date: 1/7/2026

subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Sub-Recipient Initials: 1.)

LDY

2.)

(Signature)

3.)

Date:

1/7/2006

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "The Sub-Recipient" must be returned to "The State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "The Sub-Recipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Sub-Recipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Sub-Recipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "The State".

Additionally, "The Sub-Recipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Sub-Recipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Sub-Recipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Sub-Recipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

5. "The Sub-Recipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

Sub-Recipient Initials: 1.)

ADY

(S)

3.)

PSF

Date:

1/7/2006

EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "The State") is awarding the **Town of Pembroke** (hereinafter referred to as "The Sub-Recipient") \$10,149.64 within the DR 4771 Hazard Mitigation Grant Program (HMGP).

"The Sub-Recipient" shall utilize the above referenced funding to update the hazard mitigation plans for the Town of Pembroke in accordance with 44 CFR Part 201.

"The Sub-Recipient" agrees that the period of performance ends on September 2, 2028 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (NH HSEM). All completed invoices must be sent to "The State" by October 2, 2028, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "The State" by October 2, 2028 .

2. PROJECT TASKS AND DELIVERABLES – UPDATE LOCAL HAZARD MITIGATION PLAN

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, "The Sub-Recipient" is required to develop/update the community's local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

"The Sub-Recipient" will prepare a Local Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. "The Sub-Recipient" may be assisted, by a vendor of their choice, for this scope of work. "The Sub-Recipient's" updated plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires.

The planning process will include the following actions and elements:

Task 1-3

1. Grant Award and Contracting:

The community will procure services to facilitate this planning process update

- Official Notification of Award
- Provide Contractor Selection to NH HSEM
- Execute a contract

2. Select and Hire a Vendor:

Sub-Recipient Initials:

1.)

KDY

2.)

(Signature)

3.)

ZSF

Date:

1/7/2026

The vendor will document the process used to develop the updated plan, including but not limited to:

- How the plan update was prepared
- Who was involved in this process
- How the public was involved (i.e., Community outreach, local planning team participation)

3. Convene a local Hazard Mitigation Planning Committee:

“The Sub-Recipient” will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor’s facilitation and technical assistance, “The Sub-Recipient” Hazard Mitigation Planning Team will:

- Develop a mission statement
- Assign roles and responsibilities
- Develop a specific timeline for planning activities
- Hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update,
- Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO’s, and residents.
- Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.
- Provide input regarding the feasibility and prioritization of mitigation measures
- Review the draft plan update and its goals and proposed mitigation projects
- Oversee the implementation, maintenance and updating of the plan update

Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for “The Sub-Recipient”. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to “The Sub-Recipient” for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification update will include an assessment of the community’s risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA’s HAZUS-MH, as well as, a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- “The Sub-Recipient” will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

Sub-Recipient Initials: 1.)



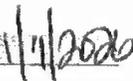
2.)



3.)



Date:



Task 5. Facility Inventory:

“The Sub-Recipient” will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. This data may be used to develop updated GIS maps of the following items:

- Critical facilities, including the following, if they exist in the community:
 - Emergency operations centers
 - City or town offices
 - Water and wastewater treatment plants
 - Sewage pumping stations
 - Police or fire stations
 - Schools
 - Hospitals
 - Day-care facilities
 - Public works garages
 - Nursing homes/elderly housing
 - Emergency shelters
- Economic Drivers:
 - Large Businesses
 - Large Employers
 - Historical or Cultural sites
- All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided, upon request to, the community by the State NFIP Coordinator.
- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

Task 6: Vulnerability:

Based on the previous information from Task 5, “The Sub-Recipient” will update the overview of each of the specific hazards and the community’s vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of; Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

Task 7. Mitigation Goals:

Sub-Recipient Initials: 1.) KD 2.) (Signature) 3.) RSF Date: 1/7/2026

“The Sub-Recipient”, with vendor support, will update the mitigation strategies specific to the community’s exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed
- Obtain public input
- Analyze existing capabilities
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress)
- Describe how the community’s priorities have changed since the previous Hazard Mitigation Plan
- Include a description of the NFIP program and how the community will continue compliance over the next five years
- Update a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
 - GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
 - OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

Task 8. Actions:

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities’ needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g., seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
 - An analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community’s needs and meet most or all aspects of the feasibility analysis.
 - Coordination with relevant Federal and state agencies for input and technical assistance.
- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community, as well as, how the data and information from the previous plan was integrated into other mechanisms over the last five years

Task 9. Plan Review, Evaluation, and Implementation

In order to continue to be an effective representation of the jurisdiction’s overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.

Sub-Recipient Initials: 1.) KAY 2.) (Signature) 3.) RSE Date: 1/7/2026 Page 9 of 13

- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

Task 10. Maintenance:

- “The Sub-Recipient” in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist “The Sub-Recipient” in the implementation and incorporation of the plan’s goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan’s implementation, updating and revision every five years.

Task 11. Public Review of Draft:

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

Task 12. Review and Approval:

- Submit the plan update to NH HSEM /FEMA for review; revised based on NH HSEM/FEMA comments; submit revised plan update for approval pending adoption.
- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to NH HSEM/FEMA, Receive approval by FEMA.
- Non-regulatory Grant Closeout

3. PROJECT REVIEW AND CONDITIONS

“The Sub-Recipient” shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed. “The Sub-Recipient” shall use these to report progress and deviations from the approved scope of work, work schedule, or budget. No changes shall be made without prior written approval from NH HSEM and/or FEMA, who will issue formal determinations in writing.

“The Sub-Recipient” shall notify NH HSEM in writing at least 120 days before the end of the project completion if a time extension is necessary.

“The Sub-Recipient” agrees to submit draft plans to NH HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Sub-Recipient shall obtain community adoption of the plan no later than twelve months from APA and

Sub-Recipient Initials: 1.) AKJ 2.) SP 3.) RSF Date: 1/7/2020 Page 10 of 13

submit electronic copies of the adoption documentation and the final plan for Formal Approval.

"The Sub-Recipient" further agrees to promptly address all required revisions arising from NH HSEM reviews, and resubmit revised draft plan(s) to NH HSEM.

"The Sub-Recipient" agrees to provide copies of the formally approved plans to NH HSEM in electronic format upon receipt of the FEMA's approval letter.

"The Sub-Recipient" agrees to comply with all applicable federal terms and conditions, statutes, regulations, Executive Orders, and FEMA guidance, as well as relevant state and local requirements.

"The Sub-Recipient" agrees to comply with the FEMA Record of Environmental Considerations.

"The Sub-Recipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in NH HSEM's closeout letter. In these records, "The Sub-Recipient" shall maintain documentation of the 25% cost share required by this grant.

Sub-Recipient Initials: 1.)

AR/

(8)

3.)

RSF

Date:

1/7/2006

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$3,383.22	\$10,149.64	\$13,532.86
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4771DRNHP00000025			
Assistance Listings Number: 97.039			
Applicant's Unique Entity Identifier (UEI): H5TRRKY7DHL1			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "The State" under this grant agreement shall be up to **\$10,149.64** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Pembroke	\$10,149.64	\$3,383.22

Nothing in this allocation shall affect "The Sub-Recipient's" obligation to maintain financial records including documentation of the 25% cost share required by this grant.

- b. All services shall be performed to the satisfaction of "The State" before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit B:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process <ul style="list-style-type: none"> Grant Award and Contracting Select and Hire a Vendor Convene a Local Hazard Mitigation Planning Committee 	20%
Task 2. Conduct a Hazard Identification and Risk Assessment <ul style="list-style-type: none"> Revisit the Hazard Profiles Facility Inventory Vulnerability Assessment 	20%
Task 3. Identify Mitigation Actions <ul style="list-style-type: none"> Mitigation Goals 	20%
Task 4. Prioritize Mitigation Actions <ul style="list-style-type: none"> Mitigation Actions 	20%

Sub-Recipient Initials: 1.) Kay

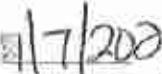
2.) (Signature)

3.) RSF

Date: 1/7/2020

Task 5. Submit completed plan for review, revisions, and receive APA status <ul style="list-style-type: none"> • Plan Review, Evaluation, and Implementation • Plan Maintenance • Public Review of Draft 	15%
Task 6. Submit Adopted Plan and receive Formal Approval <ul style="list-style-type: none"> • Review and Approval 	5%

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, April 19, 2024, to the identified completion date (block 1.7).

Sub-Recipient Initials: 1.)  2.)  3.)  Date: 

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
January 7, 2026, at 6:00 PM**

DRAFT

Present: Selectman Matt Miller, Selectman Karen Yeaton, Selectman Bryan Christiansen, Selectman Rick Frederickson, Selectman Sandy Goulet

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Yeaton called the meeting to order at 6:00 pm.

II. Citizen Comment:

None

III. Scheduled Meetings:

James Colorusso - 477 Fourth Range Road

James Colorusso, 477 Fourth Range Road, was present to discuss the waiver of the sprinkler system requirement as previously discussed on December 17, 2025. Chairman Yeaton stated that Mr. Colorusso would like the current policy waived which requires a sprinkler system for driveways longer than 200 feet in length. Mr. Colorusso plans to build a single-family home at 477 Fourth Range Road. Chairman Yeaton added that the Selectboard has sought legal consultation which has advised the Selectboard that there is no liability to the Town if they grant such waiver.

Chief Paulsen, Pembroke Fire Chief, was present to discuss the matter. He clarified that the ordinance states that "the water supply requirement can be met by using a municipal water supply, cisterns, or sprinkler systems." He continued that often, sprinkler systems are the most cost-effective solution, but that the Fire Department is not mandating sprinklers.

Chairman Yeaton expressed confusion if there is not a mandate in place.

Town Administrator David Jodoin explained that the ordinance was provided to legal counsel. Legal counsel was asked if the ordinance is still valid and if such a waiver was granted, if there would be any liability to the Town. She reviewed the ordinance in its entirety and explained that in the State of New Hampshire, it is illegal to require sprinkler systems in single-family homes, which she has explained to previous fire chiefs. She continued that the Selectboard much grant the waiver, and that the requirement should be repealed as it cannot be enforced. She confirmed that there is no liability to the Town. She also provided citations to the applicable state statutes that she used to form this opinion. These statutes referenced were as follows: RSA 153:5 III, RSA 153:10A III, RSA 155A:10-6 and RSA 674:36-6.

Selectman Miller asked David to repeat the reference to RSA 674:36-6. David repeated that the statute states that "The planning board shall not require, or adopt any regulation requiring, the installation of a fire suppression sprinkler system in proposed one- or 2-family residences as a condition of approval for a local permit. Nothing in this paragraph shall prohibit a duly adopted regulation mandating a cistern, dry hydrant, fire pond, or other credible water source other than a fire suppression sprinkler system." The Selectboard and David agreed that this is in reference to the Planning Board.

Selectman Miller asked about Chapter 82 (Fire Prevention) or the Town Ordinance. David clarified that this was updated by the Selectboard in November of 2019.

Selectman Miller expressed that it was unfortunate that the discussion is about sprinklers when this is really in reference to water supply. He added that he views the responsibility and accountability being the homeowners, and if there is no liability on the Town, he would see it as a homeowner decision and support granting a waiver.

Selectman Frederickson spoke about the language of Chapter 82 requiring use of a municipal water supply, cisterns or sprinkler systems. He went on to state that the language does not mandate any one of the three. Chief Paulsen pointed out the word "must" which would require that one of the three is required under certain circumstances and a driveway that is more than 200 feet in length would qualify for this requirement.

David noted that the state statute references a "credible water source", which could include a fire pond, dry hydrant or cistern.

Chief Paulsen added that it also references the National Fire Protection Association (NFPA) Standards for Rural and Suburban Fire Fighting. Assistant Chief Farley added that this is also included in the State Fire Code.

Selectman Frederickson asked Chief Paulsen what changes with the differential in driveway length. For example, he asked what the difference would be between a driveway that was 199 feet and over 200 feet. Chief Paulsen responded that it takes more personnel, more time to get in. He noted that when the ordinance was put in place, an exercise was done to see what a reasonable distance would be for a crew of six to pull larger diameter handlines down the driveway to begin suppression on the fire.

Selectman Christiansen reiterated that legal counsel has stated that the Town would not be liable and that the sprinkler piece of this ordinance needs to be repealed. He recommended the Fire Department and legal counsel meet to come to an agreement on how to proceed.

Selectman Goulet made a motion to grant the waiver from Chapter 82 Fire Prevention for Mr. Colorusso at 477 Fourth Range Road. Selectman Miller seconded the motion. Motion passed 5-0.

David requested that Mr. Colorusso sign a waiver from the 200-foot requirement to be filed at the Registry of Deeds. This would follow the property even after transfer of ownership. Mr. Colorusso agreed to the request.

Selectman Christiansen suggested a motion be made to that effect.

Selectman Goulet made a motion to request a waiver for Mr. Colorusso at 477 Fourth Range Road for the non-installation of a fire suppression systems. Selectman Frederickson seconded the motion. Motion passed 5-0.

David stated that he would have something drafted for Mr. Colorusso and the Selectboard to sign and then David would have it recorded at the Registry of Deeds.

Selectman Christiansen requested legal and the Fire Chief and Assistant Chief work on something clearer and more concise regarding this ordinance.

Kate Castaldo-Rice – Potential Grant Memorial Park

Kate Castaldo-Rice was present to discuss a potential grant opportunity for the proposed projects at Memorial Park. Ms. Castaldo-Rice stated that, in addition to her role taking meeting minutes for the Board of Selectmen, she also takes the minutes for the Capital Improvement Program Committee and was present for discussions regarding upcoming projects at Memorial Park. She also disclosed that her full-time job is at the New Hampshire Department of Business and Economic Affairs where she works with other grants but specified that she does not work with the grant program she would be discussing.

She continued that recently, Merrimack County was added to be eligible to apply for Northern Border Regional Commission (NBRC) funding. Ms. Castaldo-Rice stated that she is proposing that Pembroke takes advantage of applying for the grant. She stated that the total cost of the stage project is estimated at \$55,000, with \$20,000 coming from a Brady Sullivan donation and an additional \$35,000 in town funds.

She stated that there are currently three projects proposed in 2026, 2028 and 2030. She added that with this grant, all three projects could be combined and their total estimated cost of \$135,000 could be applied for simultaneously. The grant offers a 50% match. She explained that this would allow for the projects to be completed in a timelier manner and for \$47,500 in town funds, which is \$12,500 more than the Town expects to spend on the stage alone.

Selectman Frederickson asked if Ms. Castaldo-Rice had quotes on the bathroom project, to which she replied that she was basing these estimates on those provided by the Recreation Committee to the CIP Committee. David stated that Rose had procured quotes from Tom Hebert on these projects.

Selectman Frederickson stated that it would be good to run both the grant application and warrant article in parallel to ensure the project gets complete, even if the grant application is not approved.

David expressed concerns that if the funding was approved by residents at Town Meeting, this would disqualify the Town for grant funding since the money is already set aside. Selectman

Frederickson added that the match component would be the problem. David stated that if the Selectboard are agents to expend, the money will be available in the capital reserve.

Chairman Yeaton asked if there is \$55,000 available and already approved for the stage project. David explained that there is money in the capital reserve, but that the stage project is part of the 2026 warrant articles. He explained that they will also be requesting to be agents to expend through a 2026 warrant article. This would allow the Selectboard to expend funds from the capital reserve at their discretion.

David explained that his concern stems from the TIF Road Project. They completed design, engineering and analysis, but since it was completed already, the Feds pulled the grant funding.

Chairman Yeaton expressed that she did not understand how approval at Town Meeting would disqualify the Town from the grant since there is a match component. David stated that if all the money is available, they may say that Pembroke does not need it. Ms. Castaldo-Rice stated that she would ask about this.

Selectman Frederickson explained that the current request would be slightly short of what would be needed for the match for all three projects. The proposal is to request a higher amount, to equal 50% of all three projects. If the grant application is not approved, they will still have the money for just the stage.

David stated that they also could take some money out of the Municipal Facilities Capital Reserve if necessary.

Selectman Frederickson felt that they could continue the same path and additionally apply for the grant. Selectman Goulet reminded the Board that the stage project still needs to be approved at Town Meeting.

Selectman Miller asked about the timeline of the grant review and approval process. Ms. Castaldo-Rice stated that they run grant rounds twice per year. The current round has a due date of February 27. She stated that she believes that approvals would be announced before the end of the summer.

Selectman Miller asked if construction of the stage could begin prior to approval with expenses still reimbursed by the grant. Chairman Yeaton did not think these would be eligible expenses. Selectman Miller stated that the grant cycle helps, and the project could still be completed within the year, even if they had to wait for approval.

Selectman Goulet wanted to confirm if the stage project would be completed if grant funding was not approved and asked if the timeline would still be an April start. Chairman Yeaton stated that it could start in April, but any money expended would not be counted towards the match in that case.

Selectman Miller stated that in this case, the Board would need to wait on all projects until a decision was received.

Selectman Frederickson added that removing the stage from the project is also an option. The Town could apply for just the bathrooms and roof projects.

Chairman Yeaton asked if the project can be changed after the application is submitted. David stated that the State would look at all three projects if that is what they apply for. If the stage is started, this would not be included in grant funding.

Chairman Yeaton asked the anticipated cost of the stage, and it is anticipated at \$55,000. She explained that by not including the stage, they would be missing out on \$55,000. She questioned what the urgency of the project is. This would give them more funding for other projects.

David added that they may be the agents to expend after Town Meeting. This would just delay the stage project.

Selectman Christiansen asked for Ms. Castaldo-Rice to confirm that date when awards will be announced.

David added that the Board had approved a kit and its installation for the stage project.

Selectman Miller stated that he did not want to miss the building season and Selectman Goulet agreed. Selectman Miller stated that six months may be doable.

Selectman Miller added that scheduling and planning for the project need to be explored.

Ms. Castaldo-Rice also stated that the staff member that runs the NBRC Program also offered to speak with the Board if they would like. David asked that Ms. Castaldo-Rice email him the information on the grant opportunity, as well as the application.

Selectman Miller stated that they need to establish how the stage is going to be built. David stated that Public Works would be doing the foundation site work and then someone else would come and level it, etc. Selectman Miller asked who would be overseeing the total project and that has not been determined yet.

Chairman Yeaton cited this as a concern for her. There are a lot of open questions, but there is a rush to get it built. She also stated that they might be leaving money on the table even though they are not fully ready.

David added that if it passes in March, they will still need to specs to know what is needed for the foundation. He thinks that Tom Hebert would be a good candidate to run the project if he is available and willing.

Selectman Miller stated that this would require a level of commitment.

Selectman Goulet added that they should factor in what is left of the stage and the liability to the Town. She feels this should be the first concern. She stated that it needed to be removed or fixed before it becomes an issue.

Selectman Frederickson noted that it has been inspected and reinforced. It is safe enough to stand on currently.

Selectman Christiansen asked Ms. Castaldo-Rice could hear the questions and concerns and get the information to the Board for the next meeting. She agreed.

Selectman Miller asked for further planning for the execution of the stage project. Specifically, he would like the lead on the project identified.

Chairman Yeaton asked if the Executive Council would be approving this. Ms. Castaldo-Rice stated that they would most likely have final approval, but that they would not make the initial decision.

Ms. Castaldo-Rice stated that the demolition of the current stage could probably be included in the grant request. Also, she stated that the grant amount could be up to \$1 million, so if there were additional projects that Recreation was looking at, they may want to include them.

David saw including demolition of the current stage as a benefit.

Selectman Frederickson suggested obtaining a quote for this.

Chairman Yeaton asked what the current request for the capital reserve is. David stated that they are currently asking for \$30,000 to be put into the Recreation Capital Reserve. There is also \$35,000 in the fund currently. They are also asking to be agents to expend, which much pass to withdraw the money for the stage. He added that he would most likely take the bathroom project match money out of the Municipal Facilities Capital Reserve.

Chairman Yeaton asked if the agents to expend warrant article would need to pass to proceed with the stage, regardless of grant funding. David explained that the stage project is it's own warrant article and can still proceed if the Selectboard are not agents to expend on the capital reserve account.

Chief Paulsen Emergency Management

Chief Paulsen spoke about the resubmission on the Hazard Mitigation Grant from the State. The original application was submitted by Chief Gagnon. They received approval on December 19, 2025. The deadline to get the requested paperwork back to the Department of Homeland Security is January 12, 2026. This also requires Governor and Executive Council sign-off.

Chairman Yeaton ask if in-kind services will be used to meet the 25% match requirement. Chief Paulsen stated that in-kind services would be used as much as possible.

David added that they have done this before with Regional Planning and they use the time spent on this as the in-kind match.

There was discussion about the number of signatures needed and Chief Paulsen stated that there was language that needed to be included in the meeting minutes if only one signature was provided.

David suggested that three Selectmen sign. Chief Paulsen provided the language required for the meeting minutes.

Selectman Goulet made a motion to approve the Hazard Mitigation Program in the amount of \$10,149.64 for updating the local Hazard Mitigation Plan. Selectman Christiansen seconded the motion.

Chairman Yeaton stated that the total cost of the project is \$13,532.86 with a 25% of \$3,383.22.

Motion passed 5-0.

The Select Board, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount for \$10,149.64 for updating the local hazard mitigation plan. Furthermore, the Board acknowledges that the total cost of this project will be \$13,532.86, in which the town will be responsible for a 25% match (\$3,383.22).

The Selectboard signed the required documents, and David spoke with Chief Paulsen about next steps for submission. Chief Paulsen asked about the meeting minutes and David stated that he would send a draft once they were available.

Selectman Goulet made a motion to appoint Assistant Chief Farley as the Assistant Emergency Management Director. Selectman Miller seconded the motion. Motion passed 5-0.

VJ Ranfos – Request to waive paving bids

Director Ranfos was present to request a waiver for the bid requirement for paving. The current paving vendor, Advanced, has been the paving vendor for Pembroke for the last two years. They have offered to extend 2024 pricing into 2026 if Pembroke elects to continue utilizing them for paving services and signs a new agreement for 2026. He read a letter from the vendor to the Board with the request.

He stated that using Advanced has been successful and if there are any problems, they get rectified. He also stated that they were able to get all planned work done this year and within the budget constraints of last year. Director Ranfos is recommending continuing this working relationship.

Chairman Yeaton had previously asked about the current roads budget and if this would impact this favorably. Director Ranfos feels that based on current numbers, they will still need the full \$850,000 planned budget. He explained that this year, they put down approximately 5,000 tons of paving and did a lot of dirt work. This upcoming year, they are scheduled for 7,500 tons of pavement and less dirt work.

Selectman Miller asked for confirmation that, if this offer was not accepted, the Department of Public Works would need to go out to bid. Director Ranfos confirmed this.

Selectman Miller also asked if they would be working with the same crew and foreman or if there would be any changes in personnel. Director Ranfos explained that there are two paving crews currently and they have worked and are happy with both.

Selectman Frederickson asked if there is any way to extend the contract for a longer timeframe, for example, a term of three years. Director Ranfos spoke about adding a clause in the future for contract extension if approved by the Selectboard.

David asked if Selectman Frederickson would be seeking a structured contract for three years with set pricing for each year. Selectman Frederickson explained that he was asking if the prices could be locked in for three years. Director Ranfos explained the factors, including gas, which goes into pricing. Since gas prices have remained consistent, the prices for pavement have stayed consistent as well.

Director Ranfos added that Allenstown recently went to bid on a project to pave River Road and Advanced won that project with the lowest pricing. Allenstown also received a bid from GMI and Pike. The pricing offered to Pembroke is also cheaper than GMI and Pike bid in Allenstown.

Selectman Christiansen stated that this is good information. Chairman Yeaton added that it concerns her to waive to bid process on one of the Town's largest expenditures. She feels that they should have good rationale to do this, and she felt that the information provided helped in making that decision.

Director Ranfos also stated that the bid process was used for the original bid process in 2024, and they have held their pricing since then.

Selectman Christiansen asked about the timeline if this were to go out to bid. Director Ranfos stated that it would probably be decided by the end of February.

Selectman Goulet made a motion to waive the 2026 bid requirements to award the bid for paving

Selectman Christiansen stated that the markets would not change drastically in this timeframe. Selectman Frederickson stated that these are not 2026 numbers. Director Ranfos reiterated that the bids from GMI and Pike were higher than advanced in Allenstown.

Motion to waive the 2026 bid requirements and to award the bid to Advanced Excavation who honored their 2024 pricing and to authorize the Public Works Director to sign the contract. Selectman Frederickson second the motion. Motion passed 5-0.

Selectman Miller noted that he believes that this item should go out to bid next year and that they should ask for a three-year contract at that time.

IV. Old Business:

a. 2026 Final Budget Numbers

David stated that he has made final adjustments to the budget. The current budget is \$14,908,101, which includes the operating budget plus all warrant articles. The operating budget is a 2.95% increase and 3.4% increase with capital expenditures.

Selectman Miller asked if this number includes the new Department of Public Works Contract. David stated that it does not, and this will be presented at the next meeting.

Selectman Miller inquired about the revenue line. He asked for confirmation that David is estimating a decline in revenue. David explained that he estimates the Meals and Rooms Tax coming in lower than last year. In addition, he has lowered interest income, which has also been fluctuating. This is about \$250,000 less. David explained that he is conservative in the beginning, and he analyzes what they have received through June to determine what is filed in September.

Selectman Goulet made a motion to approve the 2026 Town Budget in the amount of \$14,908,101, which includes the total budget for the Town, Water, Sewer and all warrant articles. Selectman Christiansen seconded the motion. Motion passed 5-0.

V. New Business:

Approval of Website contract

David spoke about the town website contract through CivicsPlus. The current contract goes from August 1, 2025, to July 31, 2026 and funds have already been paid towards this. He stated that they need an additional \$1,514.59 for an upgrade.

Chairman Yeaton asked if the \$1,500 included the migration and training and David confirmed this. Chairman Yeaton asked if it would be a complete platform change. David stated that they are migrating the data over and they would be using a different language. They are upgrading it for service capabilities.

Chairman Yeaton asked what the training was comprised up. David stated that this allows for training and support if needed.

Fire Department has used the training and stated that they update their own portion of the website currently.

Chairman Yeaton asked if the migration has already been done and it has not. She asked if it is part of the 2026 budget.

Selectman Goulet asked if there is a three-bid process for this. It was noted that it is under the monetary limit for this requirement. David added that they have been using the company for five or more years, even though there has been a name change.

Selectman Miller added that there is an annual uplift of 5% included. David stated that this is standard with most software agreements. Selectman Miller stated that he does not agree with this process. He explained that it covers salaries and inflation. Selectman Goulet noted that inflation may not even be that much. Selectman Miller added that they cannot just allow companies to do this. Selectman Frederickson added that at least it can be planned for.

David added that with something like accounting software, for example, the cost of changing software would be more than the increases.

Selectman Goulet made a motion to authorize the Town Administrator to sign the contract for website services. Selectman Frederickson seconded the motion. Motion passed 5-0.

Approval Of Assessing Contract

David spoke about the assessing contract. The State Department of Revenue sent a letter to the assessor, which included a sentence regarding the contract not currently being signed.

Selectman Miller asked if the contract amount of \$80,000 is consistent with what David was expecting. David confirmed that they charge approximately \$7,200. They are currently assessing one quarter of the town to get ready for the next revaluation, which is supposed to be in 2030. He made the Selectboard aware that the current ratio is 90%, down from 96% next year.

Selectman Frederickson asked what the trigger number is for revaluation. David noted that the State recommends revaluation between 90-110%. He added that the Board should start considering revaluation when they hit the 80s.

Selectman Goulet wanted to ensure that the Selectboard is being consistent with waiving the three-bid process. She added that she understands that there are not a lot of assessors. She would like to know where the Board stands on this. They waive it on some things and not on others.

Chairman Yeaton stated that she feels bidding is good. She explained that she feels that the Board is mature and has been doing it for a while. She added that there are some services where there are not a lot of service providers and not a lot of availability. She also stated that David knows the history and value of the service is.

Selectman Frederickson stated that quality is important as well. A known vendor that provides quality work may be outbid by a vendor who may be cheaper but not provide the same level of quality.

David added things like legal and audit services. There is a history and, there may not be a lot of providers in these areas. Also, when you put these things out to bid, you risk losing your current vendor because they may not bid.

Selectman Frederickson spoke about experience in his own company. There is also a three-bid requirement. If it is not followed, the require justification and then subsequent approval.

Selectman Christiansen encouraged the reasoning being included in the minutes to promote transparency.

David stated that this would be captured in the minutes for the paving contract extension. Selectman Frederickson feels that it is always discussed. Selectman Christiansen emphasized capturing the discussion in the minutes.

Selectman Miller noted that Monica, the assessor, has been doing this for Pembroke through another firm. He stated that she agreed to stay with Pembroke. David stated that the firm she worked for stopped doing this type of work and she went out on her own. Monica agreed to stay on based on the clean nature of Pembroke's records.

Selectman Miller stated that they recognized that she does the job well and fits Pembroke's needs well. David spoke about going out to bid for these services previously and mistakes that were made that resulted in Pembroke releasing that company due to this.

Selectman Goulet made a motion to waive the bid requirements for the 2026 Assessing contract. Selectman Miller seconded the motion. Motion passed 5-0.

Selectman Goulet made a motion to accept the contract for 2026 for Northland Properties and to authorize the Town Administrator to sign. Selectman Frederickson seconded the motion. Motion passed 5-0.

Manifest/Abatements

Selectman Goulet made a motion to accept the manifest and abatements without Comcast. Selectman Christiansen seconded the motion. Motion passed 5-0.

Selectman Goulet made a motion to accept the manifest and abatements with Comcast. Selectman Miller seconded the motion. Motion passed 4-0. Selectman Christiansen abstained.

Minutes 12/17/25; Non-Public 12/17/25

Selectman Goulet made a motion to accept the minutes for 12/17/25. Selectman Frederickson seconded the motion. Motion passed 5-0.

Selectman Goulet made a motion to accept the non-public minutes for 12/17/25. Selectman Christiansen seconded the motion. Motion passed 5-0.

Release Non-Public Minutes 8/1/25; 9/17/25; 10/1 25; 10/8/25; 11/5/25;11/10/25

Selectman Goulet made a motion to release the non-public minutes from: 8/1/25; 9/17/25; 10/1 25; 10/8/25; 11/5/25; 11/10/25. Selectman Miller seconded the motion. Motion passed 5-0.

VI. Town Administrator Report

David stated that he has spoken with the Department Heads about the monthly reporting request by the Board. This will be included in the February meeting packet.

Selectman Christiansen asked if all departments will be preparing the monthly reports. David confirmed.

Selectman Miller asked for the scope of the monthly report. David stated that it would include updates from each department including things like calls, projects and any other relevant updates.

Selectman Miller expressed to desire for concise reporting since there are multiple departments. He emphasized that this would not only take the Selectboard time to review but also take the department heads time to prepare.

Selectman Goulet explained that she and Chairman Yeaton had requested call logs from the Police Department, which they never received. This triggered the request, and it was expanded to all departments.

David stated that it would be a work in progress. Selectman Goulet added that they would like to be able to defend the departments and that is hard if the Board is unaware of the quality of work.

Selectman Yeaton feels that residually it will be accumulating knowledge about each department. There will not be a need to get up to speed at budget time.

Selectman Christiansen added that it will be like the information in the Town Report. He did add that it would be more relevant and timelier.

Selectman Goulet asked if things like unexpected expenditures would be provided in the reports. David stated that he can ask for that information, as well and tailor it to what the Board needs. He will also use in his own budgeting.

Library Numbers At-a-Glance were provided to the Board. There was also a note from the Pembroke Women's Club thanking the Board for Christmas in the Village.

VII. Committee Report

Selectman Goulet - None

Selectman Christiansen – The Economic Development Committee did not have a quorum to hold their meeting. They did receive a new application for membership from Sharon Morris. He feels that she will be a good addition.

Chairman Yeaton – None

Selectman Frederickson - None

Selectman Miller – The Energy Committee will meet on the January 12, 2026. He stated that the Community Power rates have come out and Pembroke will be at \$14.663 per kilowatt hour (previously \$13.42 per kilowatt hour). He added that this is higher than Eversource which is Pembroke’s Utility District. This is the third time in a row that they are above Eversource. This stems from the new regulation on how utilities can buy power. He will be recommending another announcement through the Facebook page with rates and how to opt back to the utility.

David mentioned elections, which will be held on March 10, 2025 (11 am – 7 pm). He also stated that School District Meeting will be on March 7, 2025 (9 am) and Town Meeting on March 14, 2025 (9 am).

Selectman Goulet made the Board aware that she may not be able to participate early in the day Election Day. She is starting a job at a new agency at the State. She works until 4:30 pm and should be able to be there by 5 pm. She will ask if she can request some time off to attend earlier.

Selectman Miller asked if the Selectboard needs to attend the Special School District Meeting on January 27, 2025. David stated that the School Board is running this meeting.

Selectman Goulet made a motion to appoint Sharon Morris to the Economic Development Committee. Selectman Christiansen seconded the motion. Motion passed 5-0.

VIII. Other/Citizen Comment

None

IX. Non-Public

Selectman Goulet made a motion to enter into non-public session in accordance with 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. Selectman Frederickson seconded the motion at 7:40 pm.

Roll Call Vote:

Selectman Goulet	Yea
Selectman Christiansen	Yes
Selectman Yeaton	Yes
Selectman Frederickson	Yes
Selectman Miller	Yes

The Board came out of non-public session at 8:06 PM

Motion by Selectmen Goulet to approve a 2.5% Merit adjustment for Corey Heath at DPW, seconded by Selectmen Miller. Motion passed 5-0

X. Adjourn

Selectman Goulet made a motion to adjourn at 8:07 PM, Selectman Christiansen seconded the motion. Motion passed 5-0,



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Pembroke 311 Pembroke Street Pembroke, NH 03275		Member Number: 267	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
				General Aggregate	\$10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2026	1/1/2027	Combined Single Limit (Each Accident)	\$ 2,000,000
				Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	1/1/2026	1/1/2027	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 1/8/2026 mpurcell@nhprimex.org
State of New Hampshire Department of Safety 33 Hazen Dr. Concord, NH 03301			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
				General Aggregate	\$10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2026	1/1/2027	Combined Single Limit (Each Accident)	\$ 2,000,000
				Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk Includes Fire and Theft)	1/1/2026	1/1/2027	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
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