

Official

MINUTES

HOOKSETT PLANNING BOARD MEETING
HOOKSETT TOWN HALL CHAMBERS (Room 105)
35 Main Street
Monday, August 21, 2023
6:00 PM

MEETING CALLED TO ORDER AT 6:00 P.M.

PLEDGE OF ALLEGIANCE

PROOF OF POSTING

NOMINATIONS & APPOINTMENTS

None

INTRODUCE MEMBERS OF THE BOARD

PRESENT: Mike Somers (Vice-Chairman), Sheena Gilbert, Paul Scarpetti, D. Winterton, and James Sullivan (Town Council Representative)

ALTERNATES: Robert Duhaime, David Russel, and Denise Pichette Volk

EXCUSED: Chris Stelmach (Chairman)

NOT PRESENT: None

STAFF: Dana Pendergast (Code Enforcement Officer) and Andre Garron (Town Administrator)

D. Pichette Volk and D. Russel will be voting members this evening.

APPROVAL OF MINUTES 08/07/2023, 08/14/2023

J. Sullivan motioned to approve the minutes of the August 7, 2023 Planning Board meeting. Seconded by D. Winterton. Motion carried unanimously with a vote of 7-0.

J. Sullivan motioned to approve the minutes of the August 14, 2023 Planning Board meeting. Seconded by D. Pichette Volk.

J. Sullivan: Line 19 Throughout Wayne Russell should be spelled with two ll's and David Russel should be spelled with one l.

D. Winterton and S. Gilbert abstained as to not having reviewed the minutes. Motion carried with a

vote of 5-0.

Pramuhk Realty, LLC will be heard first.

COMPLETENESS REVIEW & PUBLIC HEARING

P. Scarpetti stepped down due to a family relationship with the applicant.

1. DAVID SCARPETTI represented by THE DUBAY GROUP, INC.

214 Londonderry Turnpike

Map 35 Lot 7

Mixed-Use Site Plan: Chester Woods Commercial Suites & City to Mountain Estates

D. MacGuire (The Dubai Group): I have updated plans to be reflective of the completeness items that and the separation of existing abutters in horizontal distance and elevation.

D. MacGuire and D. Scarpetti passed out an exhibit to the new plans.

D. MacGuire: We made the revisions, met with Bruce Thomas and Dana and believe we have a complete plan. We have made some changes per your feedback. The name has changed, we have added two parking spaces to the overflow parking area, and the dumpster on site is outside of the setback. We submitted a copy of the traffic study at the last meeting and DOT has had it for a couple of months. We have not received comments from DOT on the driveway permit but it is noted it on the coversheet. We have underground utilities for buildings D & E and water, underground utilities and sewer are highlighted. Heat pump systems will be used. We have added additional snow storage with additional piling areas. A road name will be required and needs to be approved. EV chargers have been added for six spaces. There will be underground gas. We added AOT to the plan as one of the required permits. As far as the checklist items, all plans are being stamped, signature blocks have been moved to the right hand side, north arrow and scale are going in the correct direction, and the note that approvals will expire within five years has been added. Some items are shown at a larger scale so they are visible. We requested a waiver of scale. We may not be showing topography on all sheets but this is a site plan and they are shown collectively and we meet the intent. We have clarified the location of propane which is in the grill/fire pit area. Dredge and fill has been added to the cover sheet. The DOT curb cut has been added. We have asked for letters from sewer and water departments but they are not in a position to provide those to us at this time due to unknown availability, but there is communication with both.

D. Russel motioned to approve the waiver request for the scale for three of the plans for David Scarpetti, 214 Londonderry Turnpike, mixed-use site plan: Chester Woods Commercial Suites & City to Mountain Estates for Map 35 Lot 7. Seconded by D. Winterton. Motion carried unanimously with a vote of 6-0.

D. Pendergast read a letter into the record from the Sewer Commission.

D. Pendergast: The water commission has the plans. They need to do some flow testing before they will give water usage availability.

D. MacGuire: When it comes to completeness water is available on site and we have started the process. We have updated those plans and need to make a new presentation to the sewer commission that we have the pump design calculations. We are getting assistance from AAA pump. The sewer department will not issue an approval until they sign the approval and send it to DES.

M. Somers: There are statements in the letter that are adjustments to the plan. Have the items been addressed in the plan set?

D. MacGuire: Yes.

S. Gilbert: I believe we have approved a plan and we didn't have water and sewer and it came back around. Have we rectified that?

M. Somers: We do it as conditions of the approval.

D. MacGuire: There had been projects that had not communicated with sewer and water at all and then it required additional changes. At TRC they want to make sure sewer and water have received applications so that does not happen.

D. Pendergast: Are all of Ken's comments on the plan?

D. MacGuire: Yes. The only thing I did not add was the 20' easement because I want to discuss that with him.

D. Pendergast: The revised plans would come back to you and you will have updated plans. That does not affect completeness.

D. Winterton motioned to find the plan complete for the mixed-use site plan – Chester Woods Commercial Suites & the Residences at Rowe's Corner for David Scarpetti, 214 Londonderry Turnpike, Map 35 Lot 7. Seconded by D. Pichette Volk. Motion carried unanimously with a vote of 6-0.

D. MacGuire: We regard to school children, we created a pull of at the entrance of the roadway which would allow a parent to pull off the road and either wait or drop their child off. We added a bench the children could wait on or they could stand there. Addressing the safety concerns of the grill, we are showing a black metal fence. It would be electronically locked and the people that live there would have a key card to get in.

J. Sullivan: The fence looks like it is three sided.

D. MacGuire: This will be a natural looking wetland area and it will grow in. If you look at the grading sheet you can see there is a 6' drop of the fence. Anyone would have to climb down to climb in.

M. Somers: Key cards get lost all time.

D. MacGuire: I specified it as lockable gates. We pulled apart the landscape plans. They are now separated as far as commercial vs. residential sides. In the exhibit we did a drone flight for the elevations. This is over 330' to 470' away from any existing homes. We took the closest home and did

136 a cross section from their back deck to the closest residential building. There is a tremendous grade
137 difference. There is a substantial amount of natural buffer that is being maintained that is mostly on our
138 property. That is carried down to the property line. We are not impacting a good portion of that
139 vegetation mostly due to wetlands.

140
141 M. Somers: How tall are the commercial buildings?

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143 D. MacGuire: They have a finished wall height of 16' to 18' and then a pitched roof. They are sitting
144 at 339.5 and 338 but they are not as tall as the residential buildings.

145
146 M. Somers: All of this flows down the hill?

147
148 D. MacGuire: There will be no water flowing from this site to that area. We are making sure their flow
149 is mitigated through our site. The wetlands are at the lowest portion of the site. All the water will make
150 its way to those low points.

151
152 S. Gilbert: Will the runoff going to the wetlands be treated?

153
154 D. MacGuire: The soils on this site are not well drained. We are proposing a main pond system that
155 handles the commercial area and the road access that comes in. There would be a large detention pond
156 with a closed drainage system from that area and the roadway to a rip rap line sentiment fore-bay that
157 overflows into a detention pond system that is metered for the flow that discharges to a grass line. For
158 the residential we are proposing a wet pond with fore-bay closed drainage that will go into the wet
159 pond that provides treatment through dilution and settling, will be metered, and overflows out into that
160 system.

161
162 S. Gilbert: Will the systems support for additional flow from above and the 100 year storm?

163
164 D. MacGuire: We are not intercepting the wetland systems internally. The water comes down through
165 Marigold Way and will pour into the existing system on our site. We are not collecting that. If there is
166 big storm that will be running through the wetland. Our systems are designed to flow through our site
167 and not be collected into our systems so will go to where it goes today.

168
169 D. MacGuire showed the audience the pond system.

170
171 Lance Nicholls (President of the Autumn Frost HOA/26 Marigold Way): I appreciate the updated
172 plans and having concerns addressed. I would like communication around any updates. I hope we have
173 an avenue to get that information. Our trail signs are up and there are rules for people to consider. I
174 have people coming through my yard going to the trail. There are people going on that trail that should
175 not be. Thank you for the elevation and distances. As far as blasting there are very steep slopes and
176 people have put in patios, swimming pools, etc. This is a concern for the residents. I hope there will be
177 notices when that will occur.

178
179 D. Pendergast: Blasting is regulated by the state police and the fire department. It is my
180 recommendation that if someone knocks on your door to let them look at your property. You may be
181 outside of the blasting zone. There will be property surveys. When they start drilling you will know

they are there and you will hear horns. They will let you know something is going on. This is required by the rules of blasting.

D. Winterton: I was within a blasting zone and it was fine. If you have an independent person come to video tape the whole thing that might be a good idea.

J. Sullivan: You can also reach out to the fire department if you have more specific questions.

L. Nicholls: We appreciate the update on the fire pit. What type of fire containment should be regulated there? There is vegetation around that area. If a fire were to break out it would not take much time to go through the wetland area. I would like to know if any mitigation is proposed.

Jason Roberts (11 Marigold Way): I share the concern of the blasting. A few areas of my house have severe stress cracks. I have concerns on how well the landform from the right side to the left side for the platforms have settled. I don't know if you are supposed to let grounds settle before you begin blasting.

Brian Fleming (27 Marigold Way): Regarding the seismic activity, half the lots in this neighborhood are built on what used to be a hill. I don't have experience on what the seismic activity would be on this land. We have a common lot that has a trail. I want to be ensured there are no pathways that would be able to get onto our trail and would like to make sure there is no access to our road. I want to make sure the pathway is restricted to utilities only and we don't want people coming to walk their dogs. I want to know what the commercial businesses will be. I trust that our new neighbors will be good neighbors. For example, the fire pits don't end up in the back of the property instead of the front of the property. I am concerned with noise. There is a subjective standard of what the negative impact is on us. I hope we marshall through this project so what we agree on stays that way. If there is any runoff with something such as oil what is the collection area before it gets into the wetlands unless there is not that kind of runoff?

Jeanne Hoxie (19 Marigold Way): Can you see my second floor if you see if you stand back far enough into the parking lot? With the new construction what happens to the wildlife that is living in those areas?

D. MacGuire: We understand the concerns with the blasting. All blasting companies are required to be insured. It is in their best interest to not cause problems. If there are issues with the blasting the insurance has to pay for it. They know what safe levels of vibration are. The blasting company will be addressing that. We placed the recreational area closer to the by-pass. There are no other large green areas. The town does inspections and reviews. Those amenities will be in the location where we are showing them. Fish and Game has jurisdiction within the AOT and they review the property for endangered species. There is impact but there are vegetative areas and wood buffers that will be maintained so hopefully wildlife will still use those areas. As far as looking up there is a possibility you might see the homes but they are hundreds and hundreds of feet away and there is a significant elevation change. There is an existing utility easement. They are being connected to Summerfare not Marigold and there will not be an access.

M. Somers: Would you consider putting in no trespassing signs from your area?

D. MacGuire: Yes. This access will be far away from their property but we can put no trespassing signs on the property line.

S. Gilbert: You said that having the students from Marigold come down would not be possible due to the elevation.

D. MacGuire: There will be some vegetation cut so I did not want to misrepresent. It is a big grade difference upwards of 15 percent in some areas. It is not meant to be an open access way and is private property.

D. Pichette Volk: What season of the year would you anticipate the blasting?

D. MacGuire: Probably a Spring, 2024 construction start.

A member of the audience asked what type of uses could go in the commercial portion of the site and D. MacGuire stated possible uses which would be low intensity and limited.

Jennifer Mayland (7 Marigold Way): What about a traffic study?

D. MacGuire: That is a state road and DOT maintained. It requires a DOT driveway permit. The application for the driveway permit was submitted to DOT. There was already a traffic study done on this. We would be putting in shoulders on both sides to provide a full by-pass lane on the left. For right turns in, there would be a pocket. The area where we would have our access has excellent site distance and is well in excess of 500' in both directions. Any potential conditional approval would be conditioned upon receipt of a driveway permit.

J. Roberts: This will be a managed apartment complex?

D. MacGuire: It is proposed to be market rate rental apartments.

J. Sullivan motioned to close the public hearing for the mixed-use site plan – Chester Woods Commercial Suites & the Residences at Rowe's Corner for David Scarpetti, 214 Londonderry Turnpike, Map 35 Lot 7. Seconded by S. Gilbert. Motion carried unanimously with a vote of 6-0.

D. Winterton motioned to approve the mixed-use site plan – Chester Woods Commercial Suites & the Residences at Rowe's Corner for David Scarpetti, 214 Londonderry Turnpike, Map 35 Lot 7 with the conditions that the following are obtained: 1) State DOT driveway permit; 2) NH DES/AOT permits; 3) NH DES Dredge and Fill Permit; 4) DES Sewer Connection; 5) Hooksett Sewer SWPPP 6) Manchester Water Works Approval; 7) Impact fees to be assessed; and approval from the Conservation Commission. Seconded by S. Gilbert. Motion carried unanimously with a vote of 6-0.

- 2. WICKASEE PROPERTIES, LLC represented by TF MORAN, INC.**
6 Leonard Avenue
Map 41 Lot 93
Subdivision & Development Regulations Waivers

D. Pendergast: There are some outstanding items that needed to be addressed on the plan and I haven't heard anything.

Matt Ruthier (TF Moran): There were no contours on the existing conditions. Those are shown on the topographic. The issue with acreage was not adjusted on the bigger lot. I now have the sewer easement. It was transferred to Southern NH. I reached out to the sewer department. I have the documentation but did not receive a call back. The information that is on these plans may not be in the order that they are necessary. The lot line adjustment can be addressed but is not detrimental to the overview of the plan. The sewer easement is a private easement that would be transferred into the deeds and remain private.

M. Somers: We have to find the plans complete before we can continue.

M. Ruthier: The information is on the plans. There are just some format issues. There are no changes to the property other than a lot line. The information is there, perhaps not in the exact format with the rules, but it is all there.

P. Scarpetti: What was not addressed as far as the completeness?

D. Pendergast: There were changes to the existing sewer connection. There was no documentation submitted regarding that.

M. Ruthier: I have that.

D. Pendergast: There were minor clerical errors such as land area not being consistent, a lot number was not given, and there were a few other things. I did tell the applicant that there would not be enough time to get the information for you to review and you would most likely not find the plan complete.

J. Sullivan motioned to continue the Subdivision & Development Regulations Waivers for Wickasee Properties, LLC represented by TF Moran, Inc., 6 Leonard Avenue, Map 41 Lot 93 until the September 18, 2023 meeting. Seconded by D. Russel. Motion carried unanimously with a vote of 7-0.

PUBLIC HEARING & BOARD DISCUSSION (CONTINUED)

J. Sullivan will be abstaining from any discussion, participation, or voting on the Ridgeback Self-Storage matter as he is an abutter.

3. RIDGEBACK SELF STORAGE, LLC represented by THE DUBAY GROUP, INC. 1461 Hooksett Road Map 18 Lot 49-D Amended Commercial Site Plan

D. Winterton motioned to reopen the public hearing for the amended commercial site plan for Ridgeback Self Storage, LLC 1461 Hooksett Road, Map 18 Lot 49-D due to re-noticing and obtaining additional information. Seconded by P. Scarpetti. Motion carried unanimously with a vote of 6-0.

D. MacGuire (The Dubai Group): A. Garron has been working to get an independent third party study for noise and emissions. The public hearing has been reopened and therefore, I would like to speak on a couple of items. We are not opposed to getting additional information; however, we were not able to weigh in on the requested proposal that was given to A. Garron to do. In reviewing the scope of the study, we feel that the proposal is far in excess of a third party reviewing this. During our public testimony we gave information to the board on emissions and sound and what we are proposing to mitigate that with. We went on record stating what our proposal does to assist with the noise and emissions. In the PZ there are environmental standards within in your regulations. Those standards are noise of 75 decibels within the property line. The sound fabric we are proposing and the wall would attenuate any increase in decibels. My understanding was that a third party review would include the information that we gave. There was no mention of that nor the standards within the PZ zone. The process they are doing to measure this seems robust and involved and the study would cost \$60,000. We do not object to a third party study, but this proposal is far and beyond what we were anticipating. Could you clarify the scope of what you were looking for? If it is to review the data we submitted and to find fault the study that they are proposing is taking that to a new level. They are looking at this as a virgin piece of land until now. Any use will be higher than a wooded site. Your PZ has a specific decibel level they can quantify and review. The information we provided should be part of their review and if there is more information that you need from us we can provide it. I did not receive any additional concerns or other questions that I could have brought additional information on. I would ask the scope to be tightened up.

M. Somers: We saw how close the structures were on Gary way there was a great deal of concern. We asked for a full blown study because we want to know what the impacts would be. Out of sheer proximity they requested further information.

D. MacGuire: We just recently received the proposal ourselves. In reviewing it I do not know if this was in line with what you had in mind. Your regulations talk about emissions in the PZ. When they were talking about speakers, how can you do that without a sound wall? We are happy to provide analytical data on the wall we are proposing. They may say the items they are proposing would mitigate the sound to less than 75 decibels and there would not be large emissions with the clean diesel. If they find it will be more we would have to do more.

M. Somers: The more information we have allows us the ability to make a better decision.

S. Gilbert: I think we need to start from somewhere.

A. Garron: On July 17, 2023, at the Planning Board meeting, the Planning Board directed me to require an independent study of noise and emissions with the request for bids to go out to three firms. I appreciate the applicant providing two of those names. After my discussion with DES and doing some investigation myself, and speaking with all three firms HMMH, Inc. was chosen. One of the firms indicated they would not be able to do both studies, only emissions and additional cost may be warranted. HMMH submitted a proposal to do both emissions and sound at \$56,384. A quote from another company was \$52,300 to conduct their study. When I first spoke to Mr. Grappone and D. MacGuire I only had the two proposals at the time. From my review and follow up HMMH seemed to be the one that would do the best job. I do not disagree with D. MacGuire with the calculations and study but I am not an emission or sound expert. I have reviewed many of these proposals and a ton of noise and emissions reports. The responses received from all three companies seemed to have the same

type of programs. HMMH had a four week turn around. The other has a five to six week turn around. I think HMMH would address the concerns the board has. I shared the results with the owner and D. MacGuire with regard to that. Shortly thereafter, based on the price, they wanted to speak with the board. We would have to establish an escrow for the cost of the study. These two studies were key points. Now there is a discussion on whether to move forward.

D. Winterton: In a proposal of this magnitude I think the study should be done and the cost is the cost. I am not comfortable with cutting any corners.

P. Scarpetti: I agree because we are not experts in the field.

S. Gilbert: I concur.

D. MacGuire: I am not trying to say the study should be short ended. My concern is they are not referencing the correct ordinance this should be meeting. I think that would have a different evaluation if they did. I am suggesting that Mr. Garron add some additional information regarding the PZ standards and mitigating factors. If this came back and said the noise level would be at 65 decibels based on the mitigating factors we would be doing our job in meeting those regulations. I would ask that it get clarified. It would simplify the pieces they need to collect.

M. Somers: How do we feel about amending the RFP to include the pieces of the zoning that he is referring to?

D. Pichette Volk: I am favor of amending it. My major concern is the nuisance odors and the possible health risk as a result of the diesel. I would amend the proposal all together and focus on the odor part and forgo the noise part.

P. Scarpetti: You lay the cards on the table. You show what our ordinance is and what the applicant is proposing and let them do their job.

D. MacGuire: I would also like them to have all the information that we have provided. The sound fabric, the elevation. They don't need to guess and create assumptions. We gave a lot of information on the emissions standard of these buses.

P. Scarpetti: Those are the buses you put on paper. There is also a question of the longevity and attenuation of the fence.

A. Garron: HMMH requested an electronic copy of their plan. The findings will be the findings. If it is high they will factor in the noise attenuation. They could determine their proposal addresses the issue. We don't know. I do not think much of the proposal has to be changed. More information could be brought to them. The proposal lays out what we are looking for and they are going to move forward in the same type of fashion.

M. Somers stated that the board has received all of the correspondence that has been received by the public and it has been entered into the record.

Open public comments.

Allen O'Brien (Cedar Management): I am concerned with the accuracy of some of the information that is to be provided to the company doing the study. There were discussions on the noise regarding the buses and how long they would idle on the property.

A. O'Brien referred to the June 19, 2023 minutes regarding the idle time specified by the applicant and compared that to the idle time specified by the NH Transportation Association Handbook regarding idling. He also asked about block heaters and if there will be plug in's and islands for those.

A. O'Brien: Regarding the building that will be utilized for the purpose of a bus repairs, what is going to stop an automobile company from utilizing that? We know there will be auto repairs there. Has their occupancy review been done. In accordance with your zoning ordinance in PZ for automotive repairs, if the facade is within 200' of a residential district you can't allow automotive repairs. As far as noise, there has been a question about utilization and parking. Attorney Best has pointed out that the ordinance states it has to not exceed 75 decibels. There is an opening and driveway with no fencing, no acoustical material, no plants, and uses that will produce over 75 decibels. There is not supposed to be light trespass, but on the plan submitted there is light trespass shown that goes onto Themes Road.

Attorney Bob Best (Sulloway and Hollis): You have regulations that talk about permitted uses. That is not a number. It is about what is a negative impact and what isn't a negative impact. I think the study will be enlightening. There was discussion about the applicant not fueling the buses on site. I got a hold of the contract of the school system that states the buses will be fueled by a company called by Mansfield Energy. They fuel on site. The applicant told you the buses would be driven to gas stations. Are they going to deliver on the promises of the fabric. There are over 100 people in the room for the fourth time and there were a lot of people at the site walk. The ordinance states there shall not be a negative impact on abutting properties. All of these voices live there and are certain they will have a negative impact. I have never seen a crowd turn out this big with regard to impact and concern about the values of their homes. As you take up that question, please listen to the voice of these people. People's homes are the most expensive thing they own and the place you go for peace and solace. There are lots of places for school buses, but not on this site.

Philip Fitanides (1407 Hooksett Rd.) read his letter into the record.

Dennis MacDonald (1465 Hooksett Rd.): Put yourself in the position of over 100 people that have only one way to get off of the property. There are six or seven villages. Think of people trying to get out for work and to appointments sitting there at the stop sign waiting for 32 buses. This makes no sense.

Jarrold Williams (1465 Hooksett Road): They said AOT was resolved. (J. Williams referred to Article 10a, Part A statutory authority). DES required them to put in a spill prevention plan. I do not believe this will be a positive traffic impact. I am not sure bus transit terminal meets the permitted uses. In 2022 this board approved this plan. The building that is being built was approved as self-storage. (J. Williams quoted minutes of the October 3, 2022 Planning Board Meeting.) Less than two weeks later they were before the school board on November 1, 2022. They began construction and are using it for storage. On June 19, 2023 they came back before this board. They now want a large scale automotive service. They need to adhere to the PZ standards and approved uses. They knew what they were building. Now, mid project, they want a waiver for a 200' variance. I don't know what kind of precedent this sets. These decisions set precedent.

Cynthia Wright (58 Gary Ave. and Chairman of the Board of G & M Mobile Home Park): This will be located approximately 30' away from the bedroom windows of elderly residents that have heart conditions and asthma. One person is possibly terminal. Would you want or allow your elderly parent or sick family member to live under the noise and emissions of this? Please say no to the buses.

Jackie McCartin (1465 Hooksett Road): I have my real estate broker's license and have been providing services since 2004. I have top rank in Berkshire Hathaway agents worldwide and have completed 55 sales in Granite Hill. I been there for a total of 35 years. I love the setting and quiet communal atmosphere. The number of people in attendance indicates how much the homeowners will be impacted by this. A home seller is required by law to disclose something like this or they could be subject to law suits. This will negatively impact their homes. What other condos in the area have a bus terminal beside them? I am opposed to this.

Brian Manning (1465 Hooksett Road): I have been taking a personal survey. I register cars in NH, Vermont, and Maine. When I register cars I go to different cities and towns. I have never seen a bus depot or a storage yard in a residential area. I see them on the outskirts of cities and towns. There are bus depots in Newport NH, Candia NH, Bow NH, Bradford NH, Barrington NH, south Berwick ME, and Kennebunkport ME. None of these bus depots are in residential areas.

Paula Cronon (1465 Hooksett Rd.): My daughter lives with me with her severely disabled child. We have a view of the building. I am disappointed with the town and the Planning Board and do not understand how this got even this far. There is reason to be suspicious of this whole thing. We are now staring at a huge ugly building and now we are anticipating busses. This is wrong.

Jennifer Roberts (41 Gary Ave.): I have been a resident since 2007 and a GE employee since 2011. We have already dealt with the traffic on Hooksett Rd. If we did not have the police detail at GE people would die. Hooksett Rd. is a traffic nightmare. Please do not make it worse.

Gary Martakos (1465 Hooksett Rd.): Will there be public input once the report comes out?

M. Somers: The hearing will be kept open.

G. Martakos: Mansfield Energy told me this was known since March of this year. Mr. MacGuire told you in June and July they would be fueling off-site. Those were blatant lies.

D. MacGuire: That is 100 percent incorrect. That group is managing their cards for the collective buying of the gas. I don't want to be accused of saying something untruthful when I did not.

Jolene Archambeault (46 Gary Ave.): Mr. MacGuire the plan you have proposed is incorrect. There are 14 houses on the side abutting that land. There are 45 houses in our small community and they are very tight. We work together as a community and help each other. Smog pollution will be assured. How will human lives be protected from these fumes? There will be traffic flow congestion. What plans have you have put in place for noise pollution and how will this be mitigated? There will be light pollution and the lighting will exceed the Hooksett lighting ordinance. You have to put them on the islands. This is around the perimeter. Electric buses need to be charged in the wintertime. The electric will run across, above or below the water to get to the parking lot. How do you plan to run that

electrical and keep it safe from the playground. With regard to toxic chemicals, what is the cleaning schedule for cleaning on site? What kind of chemicals are used, will they be store on site, and will they be under lock and key? There are kids down there. Our homes will have devaluation. I live in the park. To sell my home I will have to let someone know this is a possibility. The PZ says there needs to be a buffer. There are barely markers there. I would like a surveyor to replace the markers using the correct deeds. The town maps are not correct. What is your plan for replacing the easements? We would like them replaced. Everything is baron now with weeds. Water and sewer was approved for one unit. You have been misled and misrepresented. You need to critique everything before you make a decision. Please take a look at everything and critique it.

D. Winterton motioned to continue the public hearing for the amended commercial site plan for Ridgeback Self Storage, LLC, 1461 Hooksett Road, Map 18 Lot 49-D until the September 18, 2023 Planning Board meeting with a goal of the hearing to be continued with a discussion of the proposal.

A. Garron: This will be the only public notice for the September 18, 2023 meeting.

Seconded by M. Somers.

A. Garron: I would agree. Depending on when the funding is provided there will be a four week time frame for the study to be completed.

D. MacGuire: We have requested that some additional scope be provided. It might make sense to have a meeting in two weeks to solidify the information provided. Can we continue just to discuss that item, then continue to a date certain? We want to make sure the study the applicant is paying for is analyzing all the data and provides information the board can use. There needs to be some language changes.

A. Garron: I do not think the scope of the proposal will change much. I want the board to get the information it needs to make an informed decision on this.

S. Gilbert: Will someone come in to give us the results of the study?

A. Garron: Yes there are three meetings in total. Two answer any questions the board has and then there is one to present the findings to the board.

D. Pichette Volk: What will we have on September 18, 2023?

M. Somers: Can we have you make those changes?

A. Garron: I can fashion together a finalized proposal. The expectation is that on September 18, 2023 I will have a modified proposal before you to submit to HMMH.

D. MacGuire: Does the board have any objection to a representative talk with the HMMH? I want to make sure they are evaluating all the data we are providing.

M. Somers: I think that information needs to go to the person conducting the study but everything should go through staff.

D. MacGuire: I have never been a part of anything with anything paid for by the applicant with no input from the applicant.

P. Scarpetti: You are providing input with what you are proposing and a site plan.

D. MacGuire: Measuring ambient noise is not correct and it will set a false study. I would like to see a comparison use of this use with other allowed commercial uses in the area as well as to your ordinance.

M. Somers: Andre is happy to work with you to refine the proposal. We are looking for how this complies with the PZ. I do not think we want you to be dictating what is in the study.

A. Garron: Ambient noise is going to be different based on the location. On the other hand there are residential and commercial uses in the area. The ambient noise will be related to those uses. I will ask the consultant about that but the baseline will be determined by them.

M. Somers: More information for the board is better than less information.

Christina Katsikas (1253 Hooksett Rd. and owner/manager of Hooksett Fireworks): I rent Building B behind him. I am at 1407 which is the second building in. Ridgeback is right behind me. They are landlocked. I do not think they have a number on Hooksett Road and are trespassing on a daily basis. It is almost adverse possession.

M. Somers: They have access under their easement.

C. Katsikas: It is abused is going to continue being abused and is going to be a problem for Granite Hill. They were supposed to put in a retaining wall between me and the building. It is an unstable rock wall. I moved my truck so none of those rocks would damage it. I asked them to put a net over it and they are not going to do that because it is too expensive. All you need is a child to climb up that wall and it will come tumbling down. They said fixing it would ruin my driveway and they can't get in there now. Nothing they proposed to do is happening and now it is too late to fix it. We do not have ac or heat. If we have the doors open we will have emissions fumes. We do not even let anyone run their cars in the parking lot. I have been there for 20 years and it has always been clean until now. Everyone has a right to a clean quiet environment and to keep their property values and their health and happiness.

D. Pichette Volk: We will review the finished version of a proposal which will subsequently be put in the field with a vendor and after that the study will be forthcoming?

D. MacGuire: If there are adjustments to the proposal does he have your authorization to start before September 18th?

A. Garron: On September 18 we will clarify the proposal and move on from there. If you agree with the proposal we would move forward with HMMA.

D. MacGuire: I didn't want to wait four weeks to have that answered but knowing it will be weeks either way, if Andre and the applicant are comfortable with it we can move forward.

M. Somers: Andre stated he would prefer the board vote on the proposal.

Motion carried unanimously with a vote of 6-0.

Recess 8:05. Reconvene 8:16. David Scarpetti represented by The Dubay Group, Inc. 214 Londonderry Turnpike will be the next item discussed.

**4. PRAMUHK REALTY, LLC represented by GREENMAN-PEDERSEN, INC. (GPI)
1663 Hooksett Road
Map 14 Lot 1-9
Commercial Site Plan**

David Jordan (Greenman-Pedersen, Inc.): We have identified all the information that the Planning Board asked for at the last meeting. All of the materials and colors have been identified. There is a tone veneer for the first three feet up the side of the building. The rest is horizontal fiber cement siding and a gray metal roof. The stone on the building is carried over to the canopy. The first three feet up on the canopy columns will be the same stone material. The rest of the canopy columns will be gray panels playing off the gray metal roof. The fascia of the canopy is the horizontal fiber cement siding. The board expressed a preference for the retaining wall to be like the one behind Season's Market. We have added to the detail sheets the same type of retaining wall. It is a retaining wall made by Magnum Stone. Their distributor in this area is Phoenix Concrete in Concord. It is similar to the redi-rock but a different vendor. We have been in touch with the adjacent landowner, Blue Bird Self-Storage. They have expressed interest in this project because we are bringing a water line down into our site. The construction of that will require some work at the front of their driveway which is Bursar Road which sits at the back of our property. We added a note to the plan stating that during construction the contractor shall maintain access to Bursar road at all times so their customers are not impacted. We will continue to work with them on the timing of that construction.

P. Scarpetti: Thank you for getting the specifics on the plan for us.

R. Duhaime: I mentioned that one of the varieties of the balsam fir does not do well in that location. I suggested changing them to spruce. Is there guardrail detail across the front?

D. Jordan: Yes.

R. Duhaime: You can screen that with low evergreens and bring it down. I am suggesting a few splashes of five to seven junipers in different locations. There are two spots for the electric car charging. I am fine with that as long as they stay in that location. With the retention ponds mitigated and the junipers I would be fine with this plan.

D. Jordan: We can change the balsam fir to spruce and look at putting a few more evergreens in. The clients wants to maintain visibility. Can we agree on a number that is reasonable?

R. Duhaime: Three groups of five for a total of fifteen in a dwarf style junipers to break up the guardrail. They can be cut into the beds between the deciduous trees.

D. Jordan: I think that is reasonable.

D. Winterton motioned to approve Pramuhk Realty, LLC represented by Greenman-Pedersen, Inc. (GPI), 1663 Hooksett Road, Map 14 Lot 1-9 with the following conditions: 1) add three groups of five junipers for a total of fifteen, and 2) change the balsam fir trees to evergreen trees.

A. Garron: The impact fee will be based on their impact on Rt. 3 within Zone 2.

D. Winterton amended his motion to add an addition condition: 3) this application is subject to impact fees that will be based on the impact on Rt. 3 within Zone 2 (the required impact fees will be determined based on the appropriate calculations).

Seconded by D. Russel.

Roll Call

J. Sullivan: Yes

D. Winterton: Yes

P. Scarpetti: Yes

S. Gilbert: No

D. Pichette Volk: Yes

D. Russel: Yes

M. Somers: Yes

Motion carried unanimously with a vote of 6-1.

PUBLIC HEARING & BOARD DISCUSSION

5. MASTER PLAN

S. Gilbert motioned to continue the Master Plan to the Planning Board workshop on September 25, 2023. Seconded by D. Russel. Motion carried unanimously with a vote of 7-0.

J. Sullivan motioned to reconsider the motion to continue the Master Plan to the Planning Board workshop on September 25, 2023. Seconded by P. Scarpetti. Motion carried unanimously with a vote of 7-0.

D. Pichette Volk motioned to contact SNHPC to determine a cost to update the narrative data. Seconded by S. Gilbert. Motion carried unanimously with a vote of 7-0.

S. Gilbert motioned to continue the Master Plan to the Planning Board workshop on September 25, 2023. Seconded by D. Russel. Motion carried unanimously with a vote of 7-0.

ADJOURNMENT

J. Sullivan motioned to adjourn at 10:03 pm. Seconded by S. Gilbert. Motion carried unanimously with a vote of 7-0.

The next regularly scheduled meeting of the Planning Board will be held September 18, 2023 at

16 | Planning Board Meeting Minutes, August 21, 2023

6:00 pm.

Respectfully submitted by,

/s/ AnnMarie Scott

AnnMarie Scott

Recording Clerk

Trusted Advisors for Changing Times

August 21, 2023

Christopher Stelmach, Chairman
Hooksett NH Planning Board
2nd Floor, Room 201
35 Main Street
Hooksett, NH 03106

RE: Ridgeback Self Storage, LLC Amended Commercial Site Plan

Dear Chairman Stelmach and Members of the Planning Board:

I write on behalf of The Villages at Granite Hill Condominium Association, in opposition to the proposed amended commercial site plan for Ridgeback Self Storage, LLC. For the sake of efficiency and to avoid redundant testimony, please regard our letters of June 5, 2023 and June 19, 2023 to be incorporated into the record. A courtesy copy of each correspondence is included herein, and we believe those correspondences provide ample basis for the Board to deny the proposed Amended Commercial Site Plan submitted by Ridgeback Self Storage, LLC.

This correspondence is intended to bring forth two critical points for the Board to consider. First, according to Article 10A, subsection E of the Hooksett Zoning Ordinance, which governs the current proposal, the Applicant "must demonstrate that" its proposal "shall not produce negative impacts on surrounding properties." The applicant has failed to demonstrate that its proposal will not produce negative impacts on surrounding properties.

At each meeting during which this proposal has been considered, the Board has seen a huge turnout of residents of Granite Hill Condominium Association and the co-op manufactured housing park that abuts the site. We estimate that over a hundred residents have been in attendance at every meeting, including the site-walk that the Board conducted. The message that this enormous turnout put forth is that every single person in the room believes the proposed bus depot will have a negative impact on their surrounding property.

These residents are justifiably concerned about the serious impact the bus terminal will have on their homes. We've also heard from a realtor who has sold over 40 homes in Granite Hills that the proposal will impact property values negatively. Many of the Board members attended a site-walk, and heard what a bus back-up alarm sounds like on the site. There can be no reasonable doubt that the alarms will be audible from surrounding properties, even if the applicant installs specialized fencing along part of the perimeter of the bus terminal. The proposal will create traffic, increase wear and maintenance for private roadways, the buses will be visible, the engines and back-up alarms will be audible throughout the area, the buses produce exhaust, the site involves excessive lighting that will spillover onto surrounding properties, pedestrians and bicycles will be adversely impacted, and the list of impacts goes on and on. The applicants' representations about fencing and acoustic fabric, landscaping, and the like are all unable to eliminate the negative impact. We do not believe there is any reasonable way to conclude the applicant has met the standard set forth in the Zoning Ordinance.

The second reason for this correspondence is to share new information with the Board regarding fueling of the buses on the site. Recall that the applicant initially was not forthcoming with its plans for fueling buses, and then on June 19, represented to the Board that it intended to drive the buses to a local gas stations for fueling. As you might expect, fueling on site would present site-plan issues to handle spills, avoid fire risk, and protect the environment. Unfortunately, it appears the applicant has not been candid about its fueling plans.

Enclosed is the contract between the bus company and the school district. Paragraph 5.1 of that contract specifies that the buses will be fueled by Mansfield Energy Corp. We've spoken with Mansfield Energy, and learned that they fuel buses at the bus depot from a fuel truck. They've indicated that they never use a local gas station. The contract with the district requires the bus company to give notice to the school district in advance, if its plans for fueling change. The bus company did not share any of this with you, nor has it apparently provided any further information to the school district on the subject. In short, the bus company is on record giving contrary answers to this board and the school district.¹

Recall that this is not the only instance of the applicant not being candid about its plans, or not keeping its commitments to the Board. The applicant was purposefully vague about its use of contractor bays on the abutting site for diesel bus maintenance. The applicant first offered that the contractor bays would be for training, and only later admitted that it planned to repair and maintain buses on the site. The applicant was also

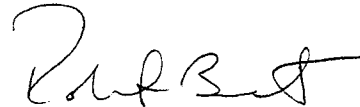
¹ We do not mean to suggest that the applicant cannot change its fueling processes, if it was candid and transparent with the Board and the School Board.

not candid about whether it had the necessary permits for its current work. It turns out the applicant was inaccurate regarding its need for an Alteration of Terrain permit for the site, and was subsequently ordered by DES to stop the work it was doing without a necessary permit.

The applicant has also offered conflicting representations regarding back-up alarms for its buses wherein the company initially said its buses will make two round trips per day (morning and afternoon), entering and leaving the site in both the AM and PM timeframes. Later, the applicant strangely represented that its bus drivers would take buses home during the day and not return to the site in the morning so that there wouldn't be back-up alarms on the site in the morning.² The applicant has also ignored its promises to this Board about its landscaping; after hearing that the Board thought landscaping was critical and important, the applicant has not taken any steps to minimize the visual impact of its site, as it stands today. As the Board weighs whether to credit the applicant's testimony about the impact of its bus terminal, we hope the Board will take into account the reliability of the applicant's past statements.

In closing, on behalf of the Villages at Granite Hill Condominium Association, we hope the Planning Board will decline the proposed site plan.

Sincerely,



Robert L. Best

RLB/jak

cc: The Villages at Granite Hill Condominium Association

² This representation is implausible. Obviously the drivers will want their own vehicles during the day, and are not likely to go home with a 40-foot long school bus.



AUG 21 2023

Philip Fitanides <doctornitro10@gmail.com>

Testimony Monday August 8, 2023

1 message

Philip Fitanides <doctornitro10@gmail.com>
 To: hooksettfireworks <hooksettfireworks@comcast.net>

Mon, Aug 21, 2023 at 4:51 PM

All the Hooksett taxpayers need to be provided proper accountability of everyone involved in this Ridgeback Fiasco - this project has been postponed for almost 20 years, without any shown hardship. - The Town Administration's required Fiduciary Duty according to Various Hooksett Planning Ordinances, should have cohesively kept this project together in an orderly manner and this fiasco would have been less onerous ! Hooksett taxpayers are outraged they must file "Right To Know" (FOIA) Requests on Official Hooksett Department Letterheads to obtain any information in Town - in Violation Against ARTICLE 8 of the New Hampshire Constitution ! - and Charging taxpayers for Copies of information is against Article 8!

All board members who live at the Granite Hill Condominiums received abutter's notices, and take precedence over recusing yourself, all you do is excuse Yourself from meeting, sit in public input, speak, and get back on the board! . There is an abject dereliction of duty here..

Multi millions of hooksett Taxpayer Dollars are Earmarked Yearly for Our "Schools" - - how about funnelling some of the wasted dollars to pay for more qualified unelected town employees ! A "Taxpayer Revolt" is in the Air ! Taxes will increase 15% because of the PZ Perk incentive exception.

1. 1461 Hooksett Road - is it a driveway, not a proper address, Without a valid NH D.O.T. driveway Permit? *GRANITE HILL DRIVE UTILITY POLE B L GCK 06*
2. What is the driveway permit address they used to get a building permit?
3. What is their Hooksett Mailing Address?
4. Why was there no Technical Review Committee (T.R.C.), As required by the Hooksett Development Ordinance.
5. Who made the decision to bypass it, or what was the Date of Staff justification meeting that decided to bypass it.
6. Maybe this is why Ridgeback did not want me to come and ask questions at these meetings as I did previously.
7. I am upset no retaining wall was built - Town Engineer on scene said it was too late they overlooked it and Grappone told the machine operators said to forget about it just fill it in with sand - they said to do it right they would have to come onto my property and destroy my parking lot with their excavators tracks. There was a drastic landslide collapse and they just filled it in with sand and a cloth and covered it with unsightly stones rocks
8. I am very disappointed with the town administration and all required T.R.C. town commissions departments required by the zoning ordinance, to participate in the Hooksett Development ordinance required T.R.C., and failure of this project to adhere to all the performance zones landscaping standards.
9. Does the Required performance Zone Building Permit read or give them Permission under the Performance Zone (PZ) exception to: open an "Automotive Sales, Service, and Repair" in the residential Driveway and Neighborhood?
10. This Would make the private driveway (Thames Road) roadway public, then they would have no right to the easement either.

EASEMENT TERMINATION CLAUSE:

Section VI subsection 4 of the Easement states:

4. In the event that all or **any portion** of the utilities (including without limitation water, sewer, drainage, telephone and electric systems), **Condominium Roads or the driveways** referred to in Paragraph 1a above are **dedicated to public use, all of the rights and easements granted herein shall terminate with respect to the portion so dedicated.**

So if the DOT feels like the "Automotive Sales and Service and Repairs" usage would potentially make the roadway public, then they have no right to the easement either.

*IN DEVELOPMENT REGULATION
 NUISANCE ORDINANCE - SHOULD*



Philip Fitanides <doctornitro10@gmail.com>

Ridgeback Commercial, AKA, Ridgeback Self Storage, Llc. 152 School Street, Concord, NH 03301 Map 18, Lot 49-D

1 message

Philip Fitanides <doctornitro10@gmail.com>

Mon, Aug 21, 2023 at 4:16 PM

To: hooksettfireworks <hooksettfireworks@comcast.net>, CEDARMGT@comcast.net, "David P. Ross" <dpross@usa.net>, Donna Dostie <donnajdostie@gmail.com>, Jolene Archambeault <jolene@cnastores.com>
 Bcc: Bob Better <brbo8246@yahoo.com>, JoCarol Woodburn <jocarolg@gmail.com>

1. Thames Road, a private access condominium residential driveway, 1, 700 foot, paved without lanes, no outlet, barricaded, Continuance as a logging road past 3 more barricades. Dead End with no turn around; Non- Residents driving or walking, Considered trespassers.
2. Thames Road has a limited NH D.O.T. access driveway permit, over a One (1) mile an hour speed bump.
3. Thames Road: Private residential Roads are allowed one (1) MPH Speed Bumps, State law, unlawful on a public road.
4. Thames Road subject to Gates and bars. Condo resident owners are allowed to do it to pay for Repairs, Snow Removal and repairing potholes, repaving, sealing, and cleaning. Curb cuts? ?
5. Thames Road private residential driveway Subject to installing Toll Booth, Condo owners allowed to do it.
6. Hooksett Road, U. S. Route 3, Thames road access and egress stop lights and turning lights need timing adjusted and changed to accommodate Forty (40) busses in, forty (40) busses out two (2) times a day, and Sixty five (65) employees in and Sixty five (65) out two (2) times a day.
7. Thames Road project pending approval by the Hooksett Planning Board, has met Hooksett Performance Zone Loophole, requirements for the only approved application loophole standard of the permit as "Automotive Sales, Service and Repair"; used Car Lot Later ?
8. Thames Road will Cease being a private residential driveway, and will become a Public Road when the traffic increases.
9. Owner of the Project has proposed to pay \$50,000.00 a Year to use Thames "Driveway" and the Stoplights access and egress, per year, but prefers to pay nothing.
10. Unlawful to have a commercial access address on a private residential neighborhood driveway.
11. Without crosswalks, lanes, lines, signals, two speed signs, any stop lights or flashing caution lights installed for him
12. Parents, visitors, coming in and out. parking for 95 cars and trucks.
13. Food trucks, service trucks, garbage trucks, dumpster trucks, road maintenance service vehicles, snow plows, salting trucks, Tool Trucks (Snapon, and others). Excess Cars or traffic will be parking on the narrow Streets sedges, and in residents yards.
14. Oil or propane delivery trucks
15. Extra Emergency buses, small and large.
16. U.P.S. Fedex and Tractor Trailer Deliveries.
17. Will need Hooksett Police to Direct traffic in the mornings and afternoons, like at GE.
18. Has anyone Studied traffic flow from GE with Hooksett Police in the afternoons to the Thames Private driveway Stoplights.
19. Public roads are public property under the jurisdiction of the local municipality. There is a reason they are called PUBLIC property. You cannot legally restrict entry on a public property/road. Restricting entry on a public property by way of installing a barricade/barrier/gate or by any other means is unlawful, but lawful on a private Residential Driveway like Edgewater Drive in Hooksett, Dave Scarpetti's Avon Lane at the Junction of Edgewater Drive's Gates and Bars - a Gated Neighborhood on the Merrimack River Waterfront with private Boat landings and docks. The original stagecoach road is bars and gates (unlocked) alongside Falcon Lane and River Road along the shores edge to Bow Landing.



Philip Fitanides <doctornitro10@gmail.com>

New Hampshire Constitution

1 message

Philip Fitanides <doctornitro10@gmail.com>

Mon, Aug 21, 2023 at 4:13 PM

To: hooksettfireworks <hooksettfireworks@comcast.net>, Donna Dostie <donnajdostie@gmail.com>, Jolene Archambeault <jolene@cnastores.com>, CEDARMGT@comcast.net, "David P. Ross" <dpross@usa.net>
 Bcc: Bob Better <brbo8246@yahoo.com>, JoCarol Woodburn <jocarolg@gmail.com>

[Art.] 6. [Morality and Piety.] As morality and piety, rightly grounded on high principles, will give the best and greatest security to government, and will lay, in the hearts of men, the strongest obligations to due subjection; and as the knowledge of these is most likely to be propagated through a society, therefore, the several parishes, bodies, corporate, or religious societies shall at all times have the right of electing their own teachers, and of contracting with them for their support or maintenance, or both. But no person shall ever be compelled to pay towards the support of the schools of any sect or denomination. And every person, denomination or sect shall be equally under the protection of the law; and no subordination of any one sect, denomination or persuasion to another shall ever be established.

June 2, 1784

Amended 1968 to remove obsolete sectarian references.

[Art.] 7. [State Sovereignty.] The people of this State have the sole and exclusive right of governing themselves as a free, sovereign, and independent State; and do, and forever hereafter shall, exercise and enjoy every power, jurisdiction, and right, pertaining thereto, which is not, or may not hereafter be, by them expressly delegated to the United States of America in Congress assembled.

June 2, 1784

[Art.] 8. [Accountability of Magistrates and Officers; Public's Right to Know.] All power residing originally in, and being derived from, the people, all the magistrates and officers of government are their substitutes and agents, and at all times accountable to them. Government, therefore, should be open, accessible, accountable and responsive. To that end, the public's right of access to governmental proceedings and records shall not be unreasonably restricted. The public also has a right to an orderly, lawful, and accountable government. Therefore, any individual taxpayer eligible to vote in the State, shall have standing to petition the Superior Court to declare whether the State or political subdivision in which the taxpayer resides has spent, or has approved spending, public funds in violation of a law, ordinance, or constitutional provision. In such a case, the taxpayer shall not have to demonstrate that his or her personal rights were impaired or prejudiced beyond his or her status as a taxpayer. However, this right shall not apply when the challenged governmental action is the subject of a judicial or administrative decision from which there is a right of appeal by statute or otherwise by the parties to that proceeding.

June 2, 1784

Amended 1976 by providing right of access to governmental proceedings and records.

Amended 2018 by providing that taxpayers have standing to bring actions against the government

[Art.] 5. [Power to Make Laws, Elect Officers, Define Their Powers and Duties, Impose Fines and Assess Taxes; Prohibited from Authorizing Towns to Aid Certain Corporations.] And farther, full power and authority are hereby given and granted to the said general court, from time to time, to make, ordain, and establish, all manner of wholesome and reasonable orders, laws, statutes, ordinances, directions, and instructions, either with penalties, or without, so as the same be not repugnant or contrary to this constitution, as they may judge for the benefit and welfare of this state, and for the governing and ordering thereof, and of the subjects of the same, for the necessary support and defense of the government thereof, and to name and settle biennially, or provide by fixed laws for the naming and settling, all civil officers within this state, such officers excepted, the election and appointment of whom are hereafter in this form of government otherwise provided for; and to set forth the several duties, powers, and limits, of the several civil and military officers of this state, and the forms of such oaths or affirmations as shall be respectively administered unto them, for the execution of their several offices and places, so as the same be not repugnant or contrary to this constitution; and also to impose fines, mulcts, imprisonments, and other punishments, and to impose and levy proportional and reasonable assessments, rates, and taxes, upon all the inhabitants of, and residents within, the said

state; and upon all estates within the same; to be issued and disposed of by warrant, under the hand of the governor of this state for the time being, with the advice and consent of the council, for the public service, in the necessary defense and support of the government of this state, and the protection and preservation of the subjects thereof, according to such acts as are, or shall be, in force within the same; provided that the general court shall not authorize any town to loan or give its money or credit directly or indirectly for the benefit of any corporation having for its object a dividend of profits or in any way aid the same by taking its stocks or bonds. For the purpose of encouraging conservation of the forest resources of the state, the general court may provide for special assessments, rates and taxes on growing wood and timber.

June 2, 1784

Amended 1792 changing "president" to "governor."

Amended 1877 changing "annually" to "biennially." Also amended to prohibit towns and cities from loaning money or credit to corporations.

Amended 1942 to permit a timber Tax.

"They were men that had not learned the art of submission, nor had they been trained to the art of war. But our astonishing success taught the enemies of liberty that undisciplined freemen are superior to veteran slaves. Live free or die. Death is not the greatest of evils." - **General John Stark on July 31, 1809**

Truly, Death is not the greatest of all evils. Living with the undue punishment imposed by a Tyrannical Government for the favor of profit gained by another may be worse. My name is Jarrod Southwick Williams. I am a resident of Granite Hill in Hooksett, NH. My direct ancestor George Southwick fought and died on April 19, 1775 at the Battle of Lexington and Concord. He died, along with many others in the American Revolution, so that this great country, The United States of America, could be born. Their blood paid for the Rights to which every American is entitled.

I am writing this today, to stand up for my Rights and the Rights of all of the Citizens of Granite and Gary Avenue in Hooksett, NH. The lives and Rights of the residents of these communities will be permanently alienated and the quality of life they enjoy severely impacted by a proposal before the Hooksett Planning Board on Monday, July 17th, 2023. The proposed business venture will be funded by Public Tax Payer Money from the Towns of Hooksett, Candia and Auburn.

The Supreme Court affirmed in 1954 that "public purpose" was a concept coterminous with "public welfare". The Takings Clause of the Fifth Amendment states that private property can't be taken for public use without just compensation.

The Takings Clause of the Fifth Amendment to the United States Constitution reads as follows: **"Nor shall private property be taken for public use, without just compensation."** In understanding the provision, it is helpful to keep in mind the reasons behind it. It is agreed the Clause is intended to uphold the principle that the government should not single out isolated individuals to bear excessive burdens, even in support of an important public good. When this happens, the payment of "just compensation" provides a means of removing any special burden. The most influential statement of this principle is found in Armstrong v. United States (1960), where the Supreme Court wrote: "The Fifth Amendment's [Takings Clause] . . . was designed to bar Government from forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole."

The Clause also applies, not only to the confiscation of all existing interests in any individual piece of property, but to the confiscation of certain lesser interests in property. Under Anglo-American law, these would include recognized interests like easements (such as rights of way), leases, mortgages, life estates, and remainders.

The use of a Private Drive (Thames Road) belonging to The Villages at Granite Hill Condominium Association, Inc., for express purpose of contractually Providing Public Educational Transportation Services to SAU #15 (The Towns of Hooksett, Candia and Auburn, NH) is a very clear violation of the 5th Amendment Rights of the Condo Association, its

Members and Residents. A small population of the of combined Town populations comprising SAU #15 would be unduly subject to bearing the excessive burden of additional road wear and maintenance, increased traffic, increased noise and air pollution, increased safety risks, and overall diminishment in quality of life, for the benefit of the Towns of Hooksett, Candia and Auburn's Public School Transportation Requirements.

The property known as "RIDGEBACK SELF STORAGE, LLC. 1461 Hooksett Road. Tax Map 18 Lot 49-D." has legal access to a public roadway, US Route 3 (Hooksett Road) and has chosen not to exercise this usage, freely of their own accord. Instead, Ridgeback Self Storage, LLC has chosen to exercise it's legal right the Easement Recorded in Merrimack County Registry of Deeds in Book 1546, Page 441. This easement gives Ridgeback Self Storage, LLC the right to access the Private Drive known as Thames Road

The exclusive right and easement granted hereinabove shall include without limitation the following:

- a. The exclusive right and easement to construct, reconstruct, maintain, use, inspect, repair, replace, relocate and remove driveways and/or parking areas, and any appurtenances thereto, to be used in connection with the construction, maintenance, operation and/ or use of any and all buildings constructed, maintained and/or operated as of the date hereof and/or in the future on the Adjacent Land.
- b. The exclusive right and easement to pass and repass by foot and/or vehicle over those driveways and/or parking areas, and any appurtenances thereto, referred to in paragraph a above which currently exist and/or are constructed, maintained and/or operated in the future on, across, under and over the Easement Area.
- c. The exclusive right and easement to use the Easement Area in any manner needed to enable the Adjacent Land to comply with all road frontage, building setback, parking area, lot access, lot area and utility maintenance requirements of the subdivision regulations, site plan regulations, and/or zoning ordinance o f the Town of Hooksett, New Hampshire for the lawful use of the Adjacent Land for a day-care center and/ or an elderly housing facility as shown on the Plan.

Grantee shall have the right pursuant to the rights and easements described in this Paragraph I to use the Easement Area to the exclusion of all other persons, including without limitation the Granter.

However, Section VI subsection 4 of the Easement states:

4. In the event that all or **any portion** of the utilities (including without limitation water, sewer, drainage, telephone and electric systems), **Condominium Roads** or the driveways referred to in Paragraph I, a above are **dedicated to public use, all of the rights and easements granted herein shall terminate with respect to the portion so dedicated.**

The Amended Site Plan for 1461 Hooksett Road, Hooksett, NH Project "Ridgeback Commercial" was brought before the Town of Hooksett Planning Board for public review on June 5th, 2023. The sole purpose and specific intent of the amended site plan was for the change or usage on the Southern portion of the project previously approved for RV and Boat Storage. This was intended to be open for usage by both Residents of Granite Hill and the general public if they so choose to enter into a paid contract with Ridgeback Self Storage, LLC for use of those services.

The new usage for the amended site plan presented on June 5th, 2023 was for a Bus Transportation Terminal designed specifically and solely for the usage of First Student, Inc.

"The applicant was approached by First Student. They are working to get a bus contract with the Hooksett School District and are looking for a home for their buses to be closer in town. This location seemed to be a good fit they have a need for on-site maintenance and bus storage. Being this was approved as a storage yard for large vehicles it seemed to make sense. The commercial piece is the same. We adjusted the parking lot to be in tune with First Student's needs." - Doug MacGuire of Dubay Group, LLC representing David Grappone (Ridgeback Self Storage, LLC - 152 School Street, Concord, NH. Hooksett Planning Board Meeting Minutes, June 5th, 2023.

"Sheena Gilbert (Hooksett Planning Board Member: **These buses will service Hooksett, Auburn, and Candia?**")

"R. Woodland (Tetra Tech): **Yes.**"

Robert Woodland representing David Grappone (Ridgeback Self Storage, LLC - 152 School Street, Concord, NH. Hooksett Planning Board Meeting Minutes, June 5th, 2023.

S. Gilbert: The buses are currently over the line on Candia Road. What was the desire to move?

D. MacGuire: This is a different company. **First Student is taking over the contract from the existing company that has the contract. There have been issues with the existing company and the bus routes and schedules. First Student is looking to come into this community.**

S. Gilbert: **Would this potentially improve the routes for Hooksett children from what they are now?**

D. MacGuire: **Absolutely. That is the goal.** First Student is coming in to do things better. They have different resources and are not having the same concerns that have been raised.

D. Winterton: **Has this contract been awarded?**

D. MacGuire: **Yes.**

D. Winterton: **If this does not happen, what happens to that contract?**

D. MacGuire: **First student needs a home for their buses.** I have looked at some of their other facilities and they are gravel. **This is a true build to suit First Student.** It exceeds their needs. If this were not to be the spot they would have to look elsewhere.

P. Scarpetti: When we approved this it was for passive storage. This is more active. With the agreement with The association, they were supposed to enter from Hooksett Road. **Is this part of the association or just access to the road?**

D. MacGuire: The property has a legal right to access Thames Road due to a legal easement that has been in place for years. There was a Summary Judgment by the court to codify the rights of the easement for the private road. When this project was being put forth there was an agreement for utilities to be brought through this property with the benefit of the access. This development could not happen without utilities and this was given access rights for Thames Road as a result of the utilities being brought in.

The evidence presented in the minutes of the Planning Board Meeting on June 5th, 2023 referenced above show clear intent that construction of the parking lot, that utilizes the land portion of the Easement, is a **"true build to suit First Student"**. This design is made specifically for School Buses and specifically for a particular business entity, funded by public taxpayer money, for the purpose of public education transportation.

First Student, Inc. who has a signed contract with Ridgeback Self Storage, LLC (or a business entity associated with David Graponne or other parties) to Provide a Bus Terminal with Bus Parking Lot and Maintenance Facility dedicated to First Student, Inc. will be the recipient of Publicly Funded Tax Money in the form of payments from First Student, Inc. The majority of any revenue generated by Ridgeback Self Storage, LLC will be Public Tax Payer Funded in exchange for providing services dedicated for "Public Use" of the Towns of Hooksett, Candia, and Auburn, NH.

This dedication of the Condominium Roads for "Public Use" is grounds for the termination of all the rights and easements granted.

First Student, Inc. executed a signed "SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT" on March 9th, 2023 with SAU #15.

SECTION 1: TERM

1.1 The initial term of this Agreement shall commence July 1, 2023 and shall continue through June 30, 2028 ("Term"). For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services for regular education, Career Technical Center students, athletics, extracurricular activities, and field trips. Pricing is included in the attached Exhibit A

2.4 District agrees that from and after the effective date of this Agreement, District will use **Contractor as District's sole and exclusive provider for all of District's home-to-school regular education transportation and Charter Transportation** at rates as set forth in Exhibit A unless the Contractor is unable to meet District's needs, in which case, the District shall be permitted to contract with another carrier to provide the service. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.

2.5 The Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers and this terminal shall be located within the town of Auburn, Candia or Hooksett. The maintenance facility shall comply with all EPA, local, state and federal regulations. **The Contractor shall provide either evidence of ownership of a transportation terminal, or a letter of intent to lease a facility from the owner for the initial term of this Agreement.** Prior to the commencement of this Agreement, the **Contractor shall provide a signed lease for a transportation terminal with the owner for the term of the Agreement.** The District will consider location changes during the term of the Agreement so long as the Contractor can guarantee no disruption to service from the change.

16.10 All buses must have the name of the District written on the sides.

SECTION 22: PUBLIC OBLIGATION

22.1 District acknowledges that this Agreement **serves a public purpose and that any payments associated with this Agreement for the provision of any aspect of student transportation services promotes a public purpose and is for the public welfare.**

The contract agreement between First Student, Inc. and SAU #15 is clear that this contract and the services provided is exclusively for the public transportation needs of the Towns of Hooksett, Candia and Auburn, NH. The "Public Obligation" Clause in Section 22 is included for the exact reasons that have heretofore been outlined. The money received by First Student and subsequently paid to Ridgeback Self Storage, LLC is Public Money, for the promotion of a Public Purpose, for Public Use and for the Public Welfare.

This overburdening usage of the private roadway known as "Thames Road" belonging to The Villages at Granite Hill Condominium Association, Inc., for the express purpose of contractually Providing Public Educational Transportation Services to SAU #15 (The Towns of Hooksett, Candia and Auburn, NH) is a very clear violation of the 5th Amendment Rights of the Condo Association, its Members and Residents. It is in direct violation of the Easement Covenant and subject to termination of all easement rights. Ridgeback Self Storage, LLC still maintains direct access to US Route 3 (Hooksett Road). Ridgeback Self Storage, LLC can still fulfill their contractual obligations to First Student, Inc., SAU #15 and the Children and Families of the Towns of Hooksett, Candia and Auburn if they choose to make revisions to their site plan.

The access to the Private Roadway "Thames Road" is illegal for dedicated Public Use and its Members, Property Owners and Residents are entitled to Protection of their Private Property Rights under the United States Constitution.

Sincerely,
Jarrod Southwick Williams

Bridgette Grotheer

Subject: FW: Bus idling

From: Andre Garron <agarron@hooksett.org>
Sent: Monday, August 21, 2023 8:31 AM
To: Bridgette Grotheer <bgrotheer@hooksett.org>; Dana Pendergast <dpendergast@hooksett.org>
Subject: FW: Bus idling

FYI

André

André L. Garron, ICMA-CM
Town Administrator
Town of Hooksett
35 Main Street
Hooksett, NH 03106
603-485-1184 office
agarron@hooksett.org



From: Phyllis <phylliseileenwest@gmail.com>
Sent: Sunday, August 20, 2023 3:02 PM
To: Andre Garron <agarron@hooksett.org>; cedarmgt@comcast.net; Jolene Archambeault <Jolene@cnastores.com>; Jarrod Williams <jarrodswilliams@gmail.com>
Subject: Bus idling

Idle Reduction Requirement

The owner or operator of a diesel-powered vehicle must limit the length of time their vehicle remains idle. The limit is based on the outside temperature, as follows: above 32 degrees Fahrenheit, 5-minute limit in any 60-minute period; between 32 and -10 degrees Fahrenheit, 15 minute limit in any 60-minute period; below -10 degrees Fahrenheit, no limit. Certain vehicles are exempt from the regulation, including vehicles in traffic; emergency vehicles, vehicles providing power take-off for refrigeration or lift gate pumps, vehicles idling for required maintenance or diagnostic purposes, and vehicles supplying heat or air conditioning for passenger comfort during transportation.

(Reference [New Hampshire Department of Environmental Services, Administrative Rules Env-A 1102.02 and 1102.03](#))

This is information I received from Merrimack Valley's Transportation Director. As you can see the buses have to run for more than 5 minutes during the winter. There is no mention of having the the buses plugged in overnight.

Phyllis West
Sent from my iPhone

45 Gary Avenue
Hooksett, NH 03106
August 18, 2023

Hooksett Planning Board Committee Members,

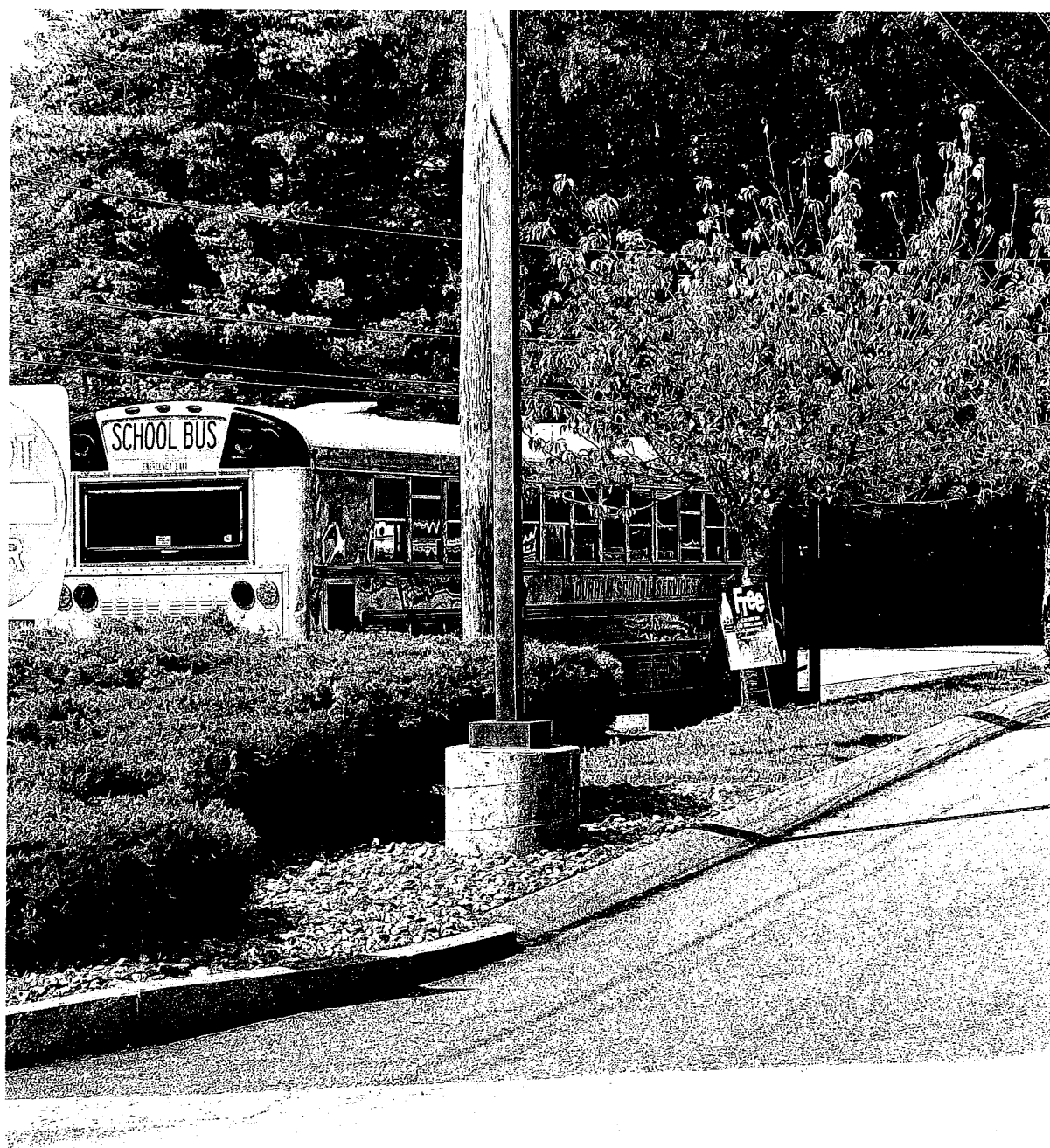
I am writing this letter in continued opposition to the proposed bus depot on Thames abutting Granite Brook Mobile Home Park.

We have been told many inaccuracies starting with the traffic study, emissions from the buses and noise impact.

The traffic study did not address the blind driveway coming out of the Village Shoppes. I get my haircut at Casual Cuts in the plaza and every time I leave there I fear being hit by another vehicle. A new business has just opened, The Spot is an early morning business that offers grab and go items for customers. I understand it has been very popular already so that increases the traffic leaving there trying to get into exiting traffic. Imagine trying to get into a line of buses. I don't feel a business should suffer because of the buses.

Lengthening the red light on Rte 3 will just cause more congestion on an already busy road. It can take up to 10 minutes to leave Gary Avenue as it is.

We have been told the buses won't run year round. Another piece of misinformation. We have been noticing First Student buses all over the state during the summer.



This is a picture of a school bus taken from my car on July 26th thus proving full sized buses run during the summer.

We have been told that the buses would only be there twice a day. Again another mistruth. Buses are not taken home like they used to be in order for the bus company to save on fuel.

Diesel buses can cause health issues with continued exposure. I received a list from the state's health assessor.

Health-related Resources:

1. A summary of health impacts related to diesel exhaust can be found in the following Fact Sheets (from some of our wonderful State Partners):
 1. Oklahoma – Health Impacts of Diesel Exhaust:
<https://www.deq.ok.gov/wp-content/uploads/deqmainresources/HealthImpactsDieselExhaust.pdf>
 2. Oregon – Health Effects of Diesel Exhaust:
<https://www.oregon.gov/deq/aq/programs/Pages/Diesel-Health-Effects.aspx>
 3. Washington State – Health Effects from Diesel Pollution:
<https://ecology.wa.gov/air-climate/reducing-greenhouse-gas-emissions/diesel-emissions/health-impacts>
2. One major concern with diesel exhaust is the fine particles that are produced through the combustion process (these particles are referred to as particulate matter (PM)).
 1. Here is a resource to help you understand more about Particulate Matter (PM) from one of our Federal Partners (EPA):
<https://www.epa.gov/pm-pollution/particulate-matter-pm-basics>
 2. I have also included information below on how you and your neighbors could monitor your local PM2.5 concentrations using a PurpleAir Monitor too.
3. In general, individuals that will be the most sensitive to negative health impacts caused by exposure to diesel exhaust would include:
 1. Those with heart or lung disease
 2. Those with asthma, allergies, or other respiratory issues
 3. Senior citizens
 4. Children

Policy and Regulation related Resources:

1. As stated in one of the previous emails, buses are subjected to regulation in regard to air emissions. When the buses are manufactured, the engines must be certified to meet USEPA standards for pollutants such as carbon monoxide and particulate matter. These USEPA standards, which (like with cars) become more stringent over time, do make a difference. For example, USEPA emission standards for buses built after 2007 are 90% cleaner than those built in 2000. For this reason, several NH towns have purchased newer diesel buses or electric buses to further mitigate these emissions. NHDES also has funding opportunities where communities can upgrade their fleet to cleaner buses, see our webpage at

<https://www.des.nh.gov/climate-and-sustainability/transportation/diesel-vehicles> and
<https://www.des.nh.gov/business-and-community/loans-and-grants/dera>.

1. NHDES Contacts:
 1. Ricky Dicillo (Richard.a.dicillo@des.nh.gov) – Emissions Reduction and Electric Vehicle Specialist
(<https://www.des.nh.gov/contacts/ricky%20dicillo>)
 2. Jessica Wilcox (Jessica.wilcox@des.nh.gov) – Supervises the Mobile Sources Section in the Air Resources Division
(<https://www.des.nh.gov/contacts/jessica%20wilcox>)
 3. Vanessa Partington – Grants Program Coordinator
(<https://www.des.nh.gov/contacts/vanessa%20partington>)
2. NH's idling limitations for motor vehicles:
<https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/Env-A%201100.pdf>
3. Air Emissions Inventory:
<https://www.des.nh.gov/air/state-implementation-plans/air-emissions-inventory>
4. Criteria Pollutants (includes sulfur dioxide and PM – contaminants found in diesel exhaust): <https://www.des.nh.gov/air/state-implementation-plans/criteria-pollutants>
 1. NH's Ambient Air Quality Standards (includes sulfur dioxide and PM standards):
<https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/env-a-300.pdf>

Some ways that can be used or implemented to help reduce your exposure to diesel exhaust include:

1. For you and your neighbors – Equipping homes with air filters (e.g. HEPA) and upgrading furnace filters to reduce exposure to pollutants entering the home.
2. For the bus depot – Reducing unnecessary idling.
 1. See here for NH's idling limitations for motor vehicles:
<https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/Env-A%201100.pdf>
 2. See here for school bus idle reduction strategies:
https://afdc.energy.gov/conservation/idle_reduction_bus.html
3. For the bus depot – Retrofitting or replacing older, more polluting vehicles through the use of funding opportunities:
 1. NH's Clean Diesel Grant Program (accepting proposals now – due September 25, 2023):
<https://www.des.nh.gov/business-and-community/loans-and-grants/dera>
 2. EPA's national competitive DERA grants: <https://www.epa.gov/dera>
4. For the bus depot – purchasing idle reduction equipment for the buses:
<https://www.epa.gov/verified-diesel-tech/smartway-verified-list-idling-reduction-technologies-irts-trucks-and-school>
5. For you and your neighbors – Obtaining a PurpleAir Monitor (<https://www2.purpleair.com/>) to monitor your hyper-local air quality (specifically Particulate Matter (PM_{2.5})). For people (or organizations) that wish to purchase and operate one of these monitors, the Air Resources Division at NHDES has established a

program where purchasers of the PurpleAir monitors can register their device. Support is provided for these devices on this site too to ensure that the device is set up properly and the collected data can be reviewed by NHDES. The webpage for this program is at <https://www.des.nh.gov/home-and-recreation/air-quality/citizen-air-monitoring-program>.

1. Here are some EPA resources for further information on using an air monitor and the possibility to receive an air monitor on loan too:

1. EPA's Air Sensor Toolbox: <https://www.epa.gov/air-sensor-toolbox>
2. EPA's Air Sensor Loan Program (Region 1):
<https://www.epa.gov/air-sensor-toolbox/air-sensor-loan-programs#r1>

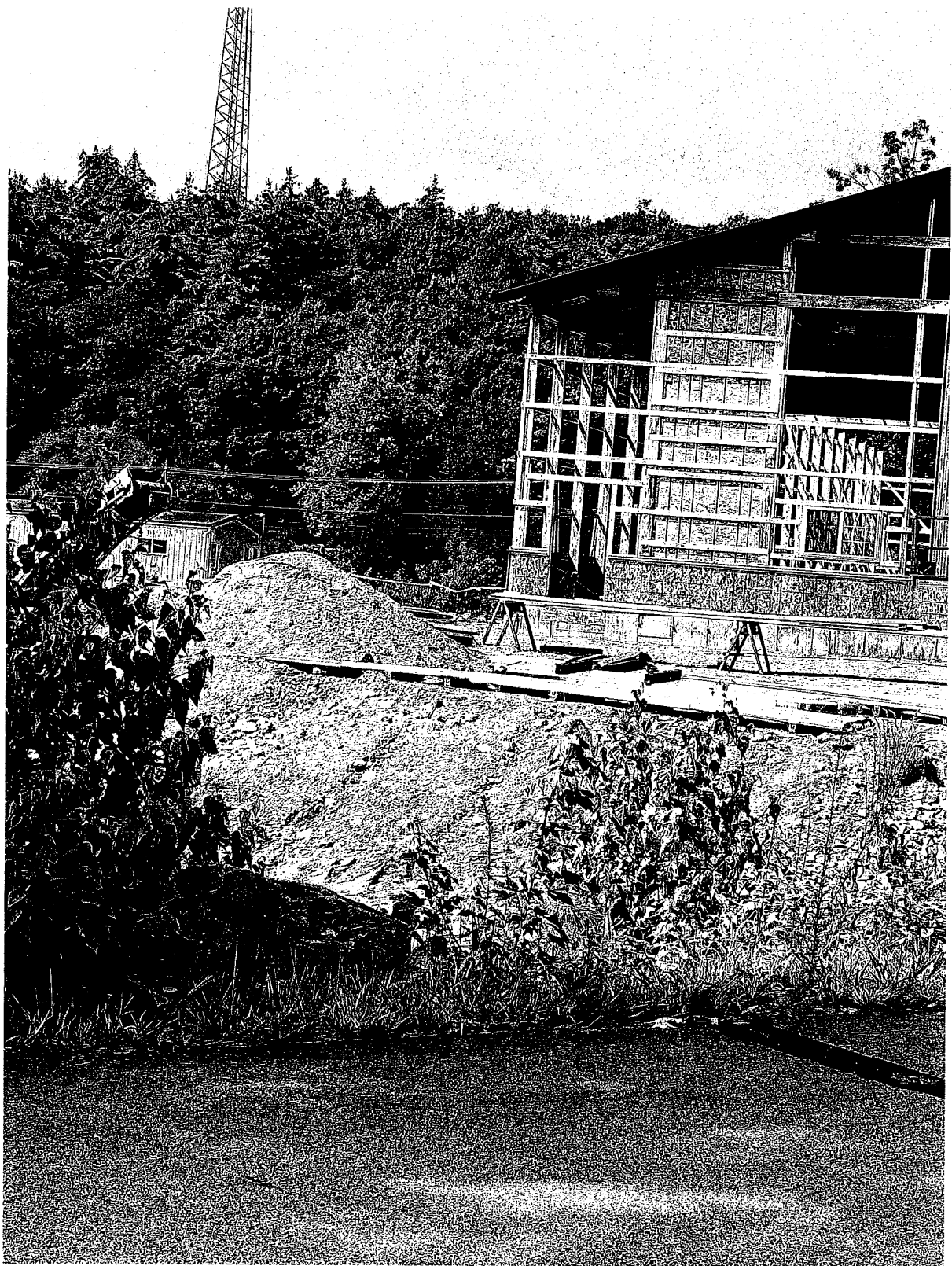
As you can read the impact is quite significant. My husband and I already suffer from asthma. Many of our neighbors have significant health issues.

The proposed bus lot has now become a dumping ground. I took several photos from inside my

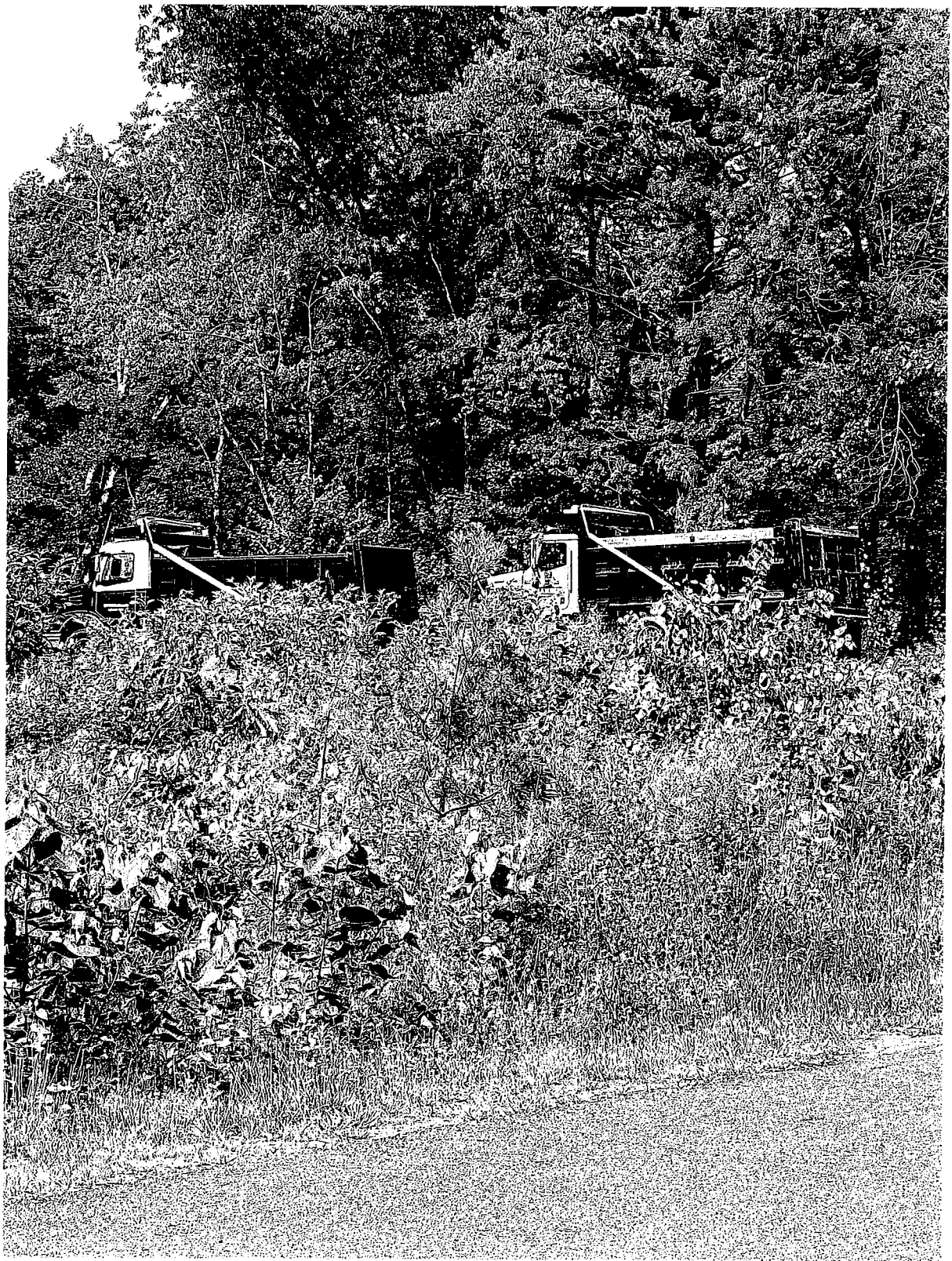


car.









As you can see the work is being done very near wetlands. Asphalt has been dumped in the lot. We have been told that there is no need to clean it up. The erosion that has taken place in the area is deplorable.







My neighbor has had to have a retaining wall installed.

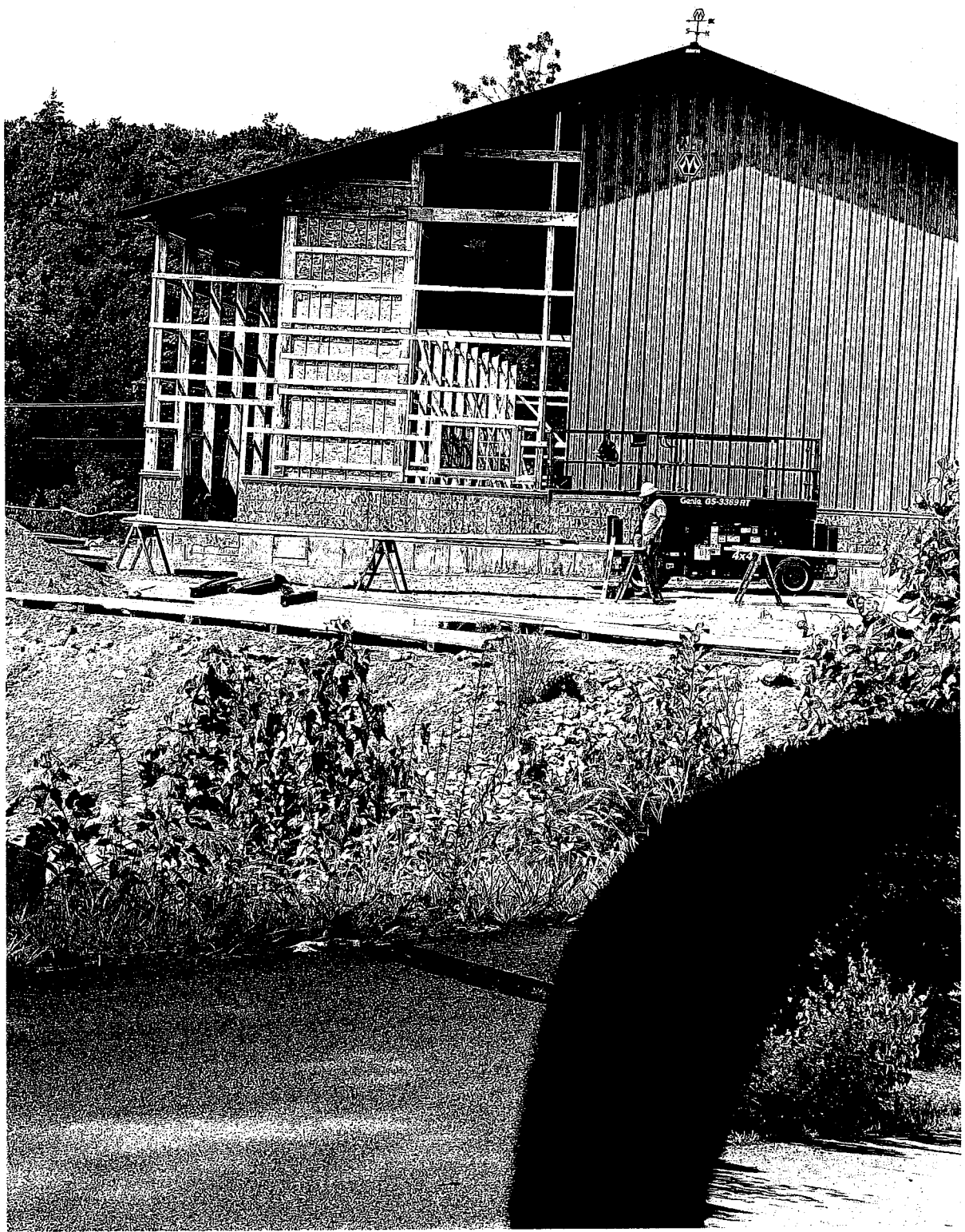
When voting on this please keep in mind that no one is in favor of having the bus depot in this location. We feel it can be placed in a more appropriate location. If you look at other bus depots

you can see they are not in residential areas



As you can see in this photo the buses are placed behind an empty factory.

What happened to a building that was supposed to be a metal frame that is now a stick framed building



I also wanted to mention that not all of the houses on Gary Avenue are represented on the plans.

I feel many of the town's ordinances have been broken during this process.
Please vote no on this project to protect the citizens of Hooksett

Sincerely,
Phyllis West & Joseph Claridge
45 Gary Avenue
Hooksett, NH 03106

Bridgette Grotheer

From: Phyllis West <phylliseileenwest@gmail.com>
Sent: Friday, August 18, 2023 10:46 AM
To: Bridgette Grotheer
Subject: Re: August 18th bus letter

Thank you for letting me know.

I forgot to add that the gift card I was given by the tree service was an invalid card. I wanted to activate it to buy plants for my backyard but it gave me an invalid card notice every time.

Sent from my iPad

On Aug 18, 2023, at 10:38 AM, Bridgette Grotheer <bgrotheer@hooksett.org> wrote:

Received, thank you.

From: Phyllis West <phylliseileenwest@gmail.com>
Sent: Friday, August 18, 2023 10:33 AM
To: Bridgette Grotheer <bgrotheer@hooksett.org>; Andre Garron <agarron@hooksett.org>; cedarmgt@comcast.net
Cc: Jarrod Williams <jarrodsWilliams@gmail.com>; Jolene Archambeault <Jolene@cnastores.com>
Subject: August 18th bus letter

Please find my latest letter to be filed on record. Thank you for your time.
Phyllis West

Please notify me that you have received this letter.

Sent from my iPad

Letter on record

To: Town of Hooksett Planning Board

From: Jolene C Archambeault & John M Archambeault

Date: 8-18-23

Re: Proposed Bus Storage parking/storage parking lot terminal

This letter is about the proposed plan for the bus storage area on Thames Rd. between The Villages at Granite Hill Condos and Granite Brook Park MHP – Hooksett, NH.
All surrounding residents strongly oppose the plan.

The bus storage area proposal would negatively impact Granite Hill Condos and Granite Brook Park MHP residents' **quality of life, human health, public safety, delay to US RTE 3 traffic, cause condo residents vehicle congestion, create extreme road noise and degradation of private road.**

The bus storage parking would create noise pollution, light pollution, toxic air pollution, water pollution and will devalue existing homes.

A fleet of buses will be a nuisance to the neighboring residents, an eyesore to see every day and a hazard in a residential neighborhood.

Page 147 ZONING ORDINANCE (hooksett.org)

- 1. The specific site is an appropriate location for such a use.*
- 2. No factual evidence is found that property values in the District will be reduced, due to incompatible land use, by such use.*
- 3. No nuisance or hazard will be created by the proposed use.*
- 4. Adequate and appropriate facilities will be provided for the proper operation of the proposed use.*
- 5. The requested use will not impair the integrity or character of the District or adjoining Zones nor be detrimental to the health, morals, or welfare of the community*

Vote "no" on bus storage parking/storage parking lot terminal plan!

Town residents are depending on the planning board elected officials to make the moral decision for our communities' safe future. Protect the residents and the environment.

If this were to be approved ...

- A. Replace “buffer” with evergreens and indigenous trees. 40’ around perimeter, for performance zone. see page 40 of [ZONING ORDINANCE \(hooksett.org\)](http://hooksett.org/ZONING%20ORDINANCE)
- B. Construct 12’ high concrete and pressure treated barrier wall to hide buses. Mature taller trees to buffer sound from Sirens and flashing lights.
- C. Need an alternate parking plan that arranges bus exhaust pipes away from residential property. Also mitigate backing up noise and flashing lights.
Page 140 of [ZONING ORDINANCE \(hooksett.org\)](http://hooksett.org/ZONING%20ORDINANCE)
- D. Instate DES inspections and enforce check ins to confirm parking are adhering to strict safety, clean environment rules and safe regulations.
State idling rule:
<https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/Env-%201100.pdf>.
- E. Only start buses after 7 am and run prior to 10pm town curfew.
SECTION 2 PROHIBITED SOUNDS AND EXEMPTIONS NOISE REGULATION ORDINANCE # 00-32
In accord with RSA 49-B:8, the Town of Hooksett
- F. Set up “affordable particulate matter monitors” with DES to regulate air quality.
<https://www2.purpleair.com/>
DES will assist residents with set up. The cost is \$300.00 to get started:
<https://www.des.nh.gov/home-and-recreation/air-quality/citizen-air-monitoring-program>.
- G. Per the zoning ordinance regarding parking lot regulations as well as the NH light pollution law from the illuminating engineering society of North America policy encourages municipalities to enact local regulations and/or ordinances to only allow fully shielded fixtures on total output of 1,800 lumens. To minimize glare and light trespassing to all especially residents.
We request lighting testing to demine disturbance next to residential area.

Please note:

The previous proposed bus parking plan did not display the accurate number of houses on Gary Ave or the easement.

We all look forward to a peaceful resolution.

Jolene C Archambeault & John M Archambeault
Granite Brook Park MHP / G&M Coop Inc. – Residents
46 Gary Ave
Hooksett, NH 03106
Crystalmoon56@yahoo.com
603-703-8263

Bridgette Grotheer

From: Philip Fitanides <doctornitro10@gmail.com>
Sent: Thursday, August 17, 2023 9:54 PM
To: Bridgette Grotheer; hooksettfireworks
Subject: August 21, 2023 Abutter's Testimony From Philip Fitanides for Hooksett Planning board Public Hearing

Retaining wall was not built, instead soft loose sand is dumped and Rip Rap type larger stones placed at a sloping angle to hold back loose sand without any protection to stop rocks from sliding later when rain loosens sand and children climb the rocks and start a rockslide !

Project manager would not speak to Grappone and said we will do it this way, it's too late to put in the retaining wall as shown on plan; we would have to come onto your property with our heavy equipment to correct and the machines would destroy your asphalt parking lot.

There was a huge erosion landslide already from a rainstorm, and they tried to correct it with the cloth and rocks covering.

The silt sock protection on my boundary in their plans is missing - not installed.

Hooksett Town Engineer tried to correct the situation, and suggested flowers and landscaping to make it right, but the Project manager and crew refused to speak to Grappone because they were afraid to talk to him about it. - The sloping rock pile wall is about two (2) feet higher than the 6 foot height shown on the plans about fifty (50) feet wide, now unprotected from a landslide, or a rockslide when children or adults climb the wall when hundreds of people may be milling about our parking lot during our busy business hours. Original plans only showed a couple of boulders placed there. The remaining Boundary trees are damaged by rocks, machinery, and dumped bank run rocks and sand.

There is no landscaping Arbor Vitae - they changed and omitted most of the natural environment beautification as required by the Hooksett development and nuisance regulations Zoning ordinance in the performance zone. What happened to the Required TRC Committee (Technical Review Committee) requiring every department in the Town of Hooksett to be a participant in the planning decisions???? Where are the required Minutes - who decided to go without the Specific Ordinance requirement for a TRC?

Dirt road North of My property is no longer D.O.T. or Town permitted accessible as entrance or egress from or as 1461 Hooksett Road (U.S. Route3); now has Utility Pole blocking Highway access for cars, trucks, Busses; what is the correct Physical address, - unable to find it anywhere?

K.W. Realty Sign must be removed from the edge of Highway - no property for sale there ! Sign put up almost 20 years ago!

Sincerely, Philip Fitanides, 1407 Hooksett Road, Hooksett, NH 03016

Petition

Regards: G & M Coop Residents oppose school bus parking abutting residential community

From: G & M Coop - Granite Brook MHP

To: The Town of Hooksett - Planning Board

We the undersigned residents of G & M Coop would like to bring to your attention the following issues:

G & M Coop residents are opposed to Grappone's proposed plan to Park 36 Diesel School Buses in area abutting property located along Gary Ave, Hooksett, NH. This plan will impact residents negatively concerning air, noise, and light pollution.

Air Pollution: Buses produce toxic fumes and create poor air quality. The plan shows buses parked 40' foot from homes. G & M Coop residents are not in agreement with buses running throughout every day of the week starting at 4:30 am and transporting every day of the year. (School, after school, summer school, sports, field trips). There is no barrier to diffuse carbon dioxide, carbon monoxide and nitrogen oxide.

Noise pollution: Diesel engines would be loud and backup beepers would be an annoyance to our peaceful environment. The noise would disrupt our sleep and quality of life. The times the buses would start, and stop would not comply with ordinance times for this district area.

Light Pollution: Buses would omit artificial light at night and early mornings with headlights and flashing back up lights into our community area. The height of the bus would exceed height of fencing and disrupt human sleep, and contributes to the increase in carbon dioxide (CO2) in the atmosphere.

Agreed upon by the following people

| | Name - Signature | House # | Address | |
|----|-------------------|---------|---------------------------------|---------|
| 1 | Jamie Lynn | 56 | Gary Ave Hooksett NH 03106 | 6-30-23 |
| 2 | Bob Ditt | 40 | Gary Ave Hooksett NH 03106 | 6-30-23 |
| 3 | John A. Chitt | 46 | Gary Ave Hooksett NH 03106 | 6-30-23 |
| 4 | Joseph G. Chitt | 45 | Gary Ave Hooksett, NH 03106 | 6-30-23 |
| 5 | [Signature] | 59 | Marlette Ave Hooksett, NH 03106 | 7-03-23 |
| 6 | Jennifer K. | 41 | Gary Ave Hooksett, NH 03106 | 7/12/23 |
| 7 | Samantha Mitchell | 63 | Marlette Ave. Hooksett NH 03106 | 7/12/23 |
| 8 | (MB) | 64 | Marlette Ave Hooksett NH 03106 | 7/12/23 |
| 9 | Colleen Kenney | 48 | Gary Ave Hooksett, NH 03106 | 7/12/23 |
| 10 | Dina [Signature] | 72 | Marlette Ave Hooksett NH 03106 | 7/12/23 |

Petition

Regards: G & M Coop Residents oppose school bus parking abutting residential community

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To: The Town of Hooksett - Planning Board

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Agreed upon by the following people

| | Name - Signature | House # | Address |
|----|--------------------|---------|---|
| 1 | Phyllis West | 45 | Gary Ave Hooksett, NH 03106 |
| 2 | Julia C. Chudak | 46 | Gary Ave Hooksett, NH 03106 6-30-23 |
| 3 | Theresa C. Doherty | 47 | GARY AVE HOOKSETT NH 03106 6-30-23 |
| 4 | Margaret Mitchell | 42 | GARY AVE Hooksett NH 03106 6-30-23 |
| 5 | Cynthia Thibodeau | 59 | GARY AVE Hooksett NH 03106 6-30-23 |
| 6 | Yvonne Sweeney | 12 | Dartmouth St Hooksett, NH 03106 6-30-23 |
| 7 | Cynthia Wright | 58 | GARY AVE Hooksett NH 03106 6-30-23 |
| 8 | Earl G. Goss | 33 | GARY AVE Hooksett 03106 |
| 9 | Don McBrown | 35 | GARY AVE Hooksett 03106 6-30-23 |
| 10 | Betty Robinson | 53 | GARY AVE Hooksett NH 03106 6-30-23 |

Regards: G & M Coop Residents oppose school bus parking abutting residential community
 From: G & M Coop — Granite Brook MHP
 To: The Town of Hooksett - Planning Board

We the undersigned residents of G & M Coop would like to bring to your attention the following issues:
 G & M Coop residents are opposed to Grappone's proposed plan to Park 36 Diesel School Buses in area abutting property located along Gary Ave, Hooksett, NH. This plan will impact residents negatively concerning air, noise, and light pollution.

- Air Pollution:** Buses produce toxic fumes and create poor air quality. The plan shows buses parked 40' foot from homes. G & M Coop residents are not in agreement with buses running throughout every day of the week starting at 4:30 am and transporting every day of the year. (School, after school, summer school, sports, field trips). There is no barrier to diffuse carbon dioxide, carbon monoxide and nitrogen oxide.
- Noise pollution:** Diesel engines would be loud and backup beepers would be an annoyance to our peaceful environment. The noise would disrupt our sleep and quality of life. The times the buses would start, and stop would not comply with ordinance times for this district area.
- Light Pollution:** Buses would omit artificial light at night and early mornings with headlights and flashing back up lights into our community area. The height of the bus would exceed height of fencing and disrupt human sleep, and contributes to the increase in carbon dioxide (CO2) in the atmosphere.

Agreed upon by the following people

| Name - Signature | House # | Address |
|------------------|---------|--|
| Doug Colman | 32 | GARY AVE Hooksett, NH 7-10-23 |
| Ellie D. Perry | 238 | Gary Ave Hooksett, NH 7-10-08 |
| Jeanne Fitty | 71 | Marlette Ave Hooksett, NH 7-12 |
| Jackie Eash | 61 | Marlette Ave Hooksett, NH 7-12 |
| Christy Smart | 60 | Marlette Ave Hooksett, NH 03106 03-10-06 |
| Bob Perry | 46 | GARY AVE 7-13-2023 |
| Nancy Desrochers | 39 | Marlette Ave 7-13-23 |

Andre Garron

From: Greg Martakos <gmartakos@kbwfinancial.com>
Sent: Monday, July 17, 2023 3:34 PM
To: Andre Garron
Cc: cedarmgt@comcast.net
Subject: First Student Contract
Attachments: First Student Contract.pdf

Andre,

Please be sure the planning board has this for this evening. If you recall, the gentlemen who has been doing the site work for the Ridgeback Development indicated that NO fueling of the buses would be done. In fact, I believe he mentioned last time that the buses would be fueled at the gas stations.

If you review the contract - page 4 - section 5.1 - they entered into an agreement with Mansfield Energy LLC. The First Student contract was signed by them, and the school district back on March 9th of 2023 so they were fully aware that buses would be re-fueled on site.

From Mansfield Energy's own site - [Logistics - Mansfield Energy](#)



Logistics - Mansfield Energy

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Greg Martakos

Senior Recruiting Manager

KBW Financial Staffing & Recruiting

5 Bedford Farms Dr. Suite 304, Bedford, NH 03110

p: 603-200-4065 | c: 781-835-8671 | f: 866-313-4798 | [LinkedIn](#)

gmartakos@kbwfinancial.com

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SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 9th day of 2023, by and between the Candia School District, with principal offices c/o SAU #15 located at 90 Farmer Rd, Hooksett, NH 03106, (hereinafter called "District"), and First Student, Inc., with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at 51 Lowell Road, Salem, NH 03079 (hereinafter called "Contractor").

WITNESSETH

WHEREAS, District has selected Contractor to provide the student transportation services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

- 1.1 The initial term of this Agreement shall commence July 1, 2023 and shall continue through June 30, 2028 ("Term"). For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services for regular education, Career Technical Center students, athletics, extracurricular activities, and field trips. Pricing is included in the attached Exhibit A.
- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in the number of routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor under this Agreement, including the number of routes performed, the number of buses utilized or the number of days of service ("Schedule Readjustments"). However, where Schedule Readjustments impact by 10% or more the service levels or equipment

- levels required of Contractor based on the number of routes performed, the number of buses utilized or the number of days of service contained in this Agreement, the Parties agree to meet to negotiate in good faith rates commensurately to cover increases or decreases in cost structure associated with such changes by District.
- 2.3 Contractor will meet at least quarterly with District for the purpose of reviewing any concerns by either party regarding student conduct, discipline or operations. Other meetings may be scheduled as needed.
- 2.4 District agrees that from and after the effective date of this Agreement, District will use Contractor as District's sole and exclusive provider for all of District's home-to-school regular education transportation and Charter Transportation at rates as set forth in Exhibit A unless the Contractor is unable to meet District's needs, in which case, the District shall be permitted to contract with another carrier to provide the service. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.
- 2.5 The Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers and this terminal shall be located within the town of Auburn, Candia or Hooksett. The maintenance facility shall comply with all EPA, local, state and federal regulations. The Contractor shall provide either evidence of ownership of a transportation terminal, or a letter of intent to lease a facility from the owner for the initial term of this Agreement. Prior to the commencement of this Agreement, the Contractor shall provide a signed lease for a transportation terminal with the owner for the term of the Agreement. The District will consider location changes during the term of the Agreement so long as the Contractor can guarantee no disruption to service from the change.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, District shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein. District shall pay Contractor monthly in ten equal payments by the 10th of each month. The first payment shall be made by August 10, 2023.

Other transportation services shall be paid monthly based on invoices submitted by Contractor to District. After verification of an Invoice, District shall pay Contractor the full undisputed amount due to Contractor on or before the 30th business day following the date on which the statement has been submitted.

If any statement amount is disputed by District, District shall deliver written notice specifying the disputed amount to the Contractor within 10 days of receipt of the statement by District. In the absence of District timely providing said written notice,

District waives any right to dispute said statement in the future. District shall pay all amounts not disputed to Contractor on or before the 10th business day following the date on which the statement has been submitted.

SECTION 4: LIQUIDATED DAMAGES

- 4.1 District reserves the right to assess liquidated damages (not a penalty) against the Contractor, for each and every violation of the parties' contract when District, in good faith determines that such violation jeopardizes either the safe or the efficient transportation of students. Liquidated damages may be charged in the amount of \$150.00 to the Contractor for each instance of non-performance of the duties and responsibilities outlined below:
- a. Students not picked up from designated bus stop within ten (10) minutes of designated time.
 - b. Buses arrive at school earlier than 15 minutes prior to the starting bell.
 - c. Video/audio recordings and/or GPS records not provided within 48 hours of request when request has been made no later than ten school days following the taping of the requested video/audio tape.
 - d. Each day beyond August 10th that bus routes are not provided to District.
 - e. Each day beyond the 10th school day that the bus ridership rosters are not provided to District.
 - f. Each day that digital camera systems are not operable, signs notifying passengers that video and audio are being recorded are not present on a bus and/or active two-way radios or cellular telephones are not operating on all buses utilized in the performance of this Contract.
 - g. Each instance that a field trip or athletic trip is canceled after the Contractor agrees to provide transportation for the trip.
 - h. Each day or part of a day the Contractor fails to abide by the terms of its agreement with the District.
- 4.2 Liquidated damages shall not be assessed during Force Majeure events as described in Section 10.
- 4.3 Prior to assessing damages, District or its designee will meet with the Contractor to determine if there are mitigating circumstances that have caused the service issue(s). District will provide Contractor notice of damages assessed with seven (7) days of the assessment and provide Contractor 30 days within which to respond to the assessment. To this point, District shall accumulate assessed amounts, until such amounts reach or exceed \$5,000 in any school year. Should this level be reached, District reserves the right to receive payment for all such assessed damages. During the term of any accumulation, District will provide the Contractor notice of damages assessed and provide the Contractor the opportunity to respond to District's determination.

SECTION 5: FUEL

- 5.1 Contractor shall purchase at its own cost all fuel required for the operation of Vehicles hereunder from Mansfield Energy Corp. Should this fuel supplier change during the term of this Agreement, the Contractor will provide notice to the District 10 days prior to the change. Fuel prices are assumed at \$4.75 per gallon including taxes ("base cost"). Should the base cost exceed \$4.75 per gallon including taxes, District will reimburse Contractor the excess cost. Should the base cost decrease below \$4.75 per gallon including taxes, the Contractor will credit District the difference between the base cost and the actual cost. Contractor will provide documentation substantiating its fuel costs upon written request of District. Reimbursement or credit, as appropriate, shall be handled by way of a credit or debit to the monthly invoice.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 Contractor shall establish all routes, stops and schedules of each school year using District's policies. Contractor shall furnish District a complete route map, stops and schedules, on or before August 10th of each school year.
- 6.2 District shall furnish Contractor with a list of student names and addresses not later than the July 10th prior to the start of each school year, from which Contractor will construct a complete route system using industry standard routing software provided by Contractor. Contractor shall use the route information provided by District to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to District for approval. District shall inform parents and families of these times.
- 6.3 District reserves the right to add and subtract the names and addresses of students from the list of students to be served and to adjust the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in students transported, routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed.
- 6.4 Contractor shall be flexible in adjusting routes to meet changing factors. Contractor shall also be flexible in extending routes to accommodate new residential developments or to serve students moving into areas where students initially did not live; provided, however, that such adjustments do not impact required school arrival times or required route length.

- 6.5 Routes are to be planned so that students do not arrive at school more than 15 minutes prior to opening, wait at the close of school more than 10 minutes, and in no case may a route be more than 60 minutes.
- 6.6 Contractor will maintain routes and time schedules as set and will give prompt notice if any difficulty develops. Changes in routes or time schedules shall be made only after prior notification to the Superintendent or his/her designee. Contractor is responsible for communicating route schedules to families and students. Whenever a route change occurs, Contractor is responsible for notifying families and students.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall promptly provide within 15 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent or his or her designated representative, by telephone and confirmed in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Contractor shall submit to the Superintendent a written report within twenty-four (24) hours containing a full and complete statement of all relative facts including police case number when available. The District reserves the right to participate in any accident review process.
- 7.4 The Contractor shall be required to maintain and furnish the following information on each driver to the District on request:
- a. Name of driver
 - b. Residence address
 - c. Telephone number
 - d. Certificate of physical examination
 - e. Record of previous driving experience
 - f. Date and identification number of current commercial driver's license/school bus certificate
 - g. Bus and route assignments
 - h. Evidence of satisfactory references

- i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a.

SECTION 8: INDEMNIFICATION

- 8.1 Contractor hereby agrees to indemnify and hold harmless the District and SAU 15 and all of their respective boards, officers, employees, and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor and the District. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, General Liability and Automobile Liability Insurance to protect SAU 15, the District, Contractor, its drivers and other personnel with no exclusion for sex abuse, misconduct, or molestation. Contractor shall provide General Liability limits of not less than \$10,000,000.00 each occurrence and aggregate bodily injury and property damage and \$10,000,000.00 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than \$10,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos. Contractor shall provide to District a certificate of insurance and policy endorsements evidencing such coverage and designating SAU 15 and District as additional insureds as their interests may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Contractor shall provide District with a certificate of insurance and policy endorsements as evidence of statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.
- 9.2 Annually not later than July 1st, the Contractor may be asked to furnish to the District a performance bond or a written guarantee from a bank in the form of a letter of credit securing performance of the obligations of the Contractor. The letter of credit or

performance bond shall be in an amount not less than the annual value of services provided, shall be in a form acceptable to the District, shall be in effect throughout the duration of the contract, and shall be provided at no additional cost to the District.

SECTION 10: FORCE MAJEURE

- 10.1 In the event either party is unable to perform its obligations as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action, epidemic or any other emergency or condition or cause beyond the party's control, the party's performance under this Agreement shall be excused.
- 10.2 Notwithstanding any provision of this Agreement to the contrary, if the District, or any government agency temporarily, intermittently, or permanently suspends in person classes during the Term due to a pandemic or other Force Majeure Event for more than 10 school days (each a "Closure Period"), the parties shall negotiate in good faith to pay Contractor an amount to cover its fixed costs (55% of the daily rate) for each school day during the Closure Period that school would have been in person but for the Closure Period.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, as determined by District in its sole discretion, District shall make a good faith effort to notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay and shall make a good faith effort to notify Contractor not later than two (2) hours before early dismissal or the cancellation of athletic or charter trips. District shall pay Contractor half the daily rate per bus for days when school is cancelled provided the day will not be made up at a later time during the school year.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances.

SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive student transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers.
- 12.3 The Contractor agrees to conduct bus evacuation drills for all students twice per school year. Such drills shall be scheduled with each individual school and be

conducted at times which will not conflict with regular route operations. The Contractor shall provide all drivers with specific training in bus evacuation procedures. Rear door evacuation drills shall be performed at the elementary level during the September/October schedule each year. Front door evacuation drills shall be performed at the elementary level during the April/May schedule each year. At high school and middle school levels the evacuation procedure needs to be discussed.

SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor will provide a transportation manager or supervisor who shall be responsible for all matters relating to the administration of student transportation services, special arrangement and contract administration including but not be limited to the availability of all buses and equipment; all matters of vehicle maintenance and inspection, hiring, training and supervision of bus operation, scheduling, driver training, and ongoing driver certification (including mandatory drug testing and criminal history records checks as required by RSA 189:13-a and District policies), bus evacuation drills, parent and community related student safety, student bus behavior, and assistance to District on student transportation projects and budgeting. The transportation manager or supervisor shall be available on a daily basis. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 13.2 District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 13.3 Contractor's local staff operating at the facility servicing District shall include a Location Manager, a Dispatcher/Operation Clerk and a Safety Trainer/Recruiter. All three positions shall be Full Time; however, the Safety Trainer/Recruiter shall be allocated 50% to the District location and shared with another local facility.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers, substitute drivers, and support personnel to assure District of continuous, reliable, safe, and on time service.
- 14.2 Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not permit its drivers to

smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus or on any SAU 15 or District property.

- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations under this Agreement. All drivers and monitors are subject to District approval. Contractor shall furnish to District a list of all drivers at least thirty (30) days prior to the start of the school year. District shall have the right to request Contractor to remove from service to District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.
- 14.4 Contractor shall provide qualified drivers/trainers and qualified drivers, trained and licensed in accordance with applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, District shall advise the Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:
- 14.4.1 Possess a valid license or permit issued by this State authorizing such person to operate a school bus and be 18 years of age or older.
- 14.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter and meet the requirements of RSA 200:37 at Contractor's sole expense.
- 14.4.3 Possess a satisfactory driving record and criminal history record meeting the requirements of RSA 189:13-a and District policy prior to employment and periodically thereafter to the extent permitted or available by law at Contractor's sole expense.
- 14.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests at Contractor's sole expense as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.

- 14.4.5 Meet any other criteria required by law or by District's policies, rules or regulations.
- 14.4.6 Not permit students to leave any school bus, except at their regularly designated stops unless there is a specific approval by the Superintendent or his/her designee.
- 14.4.7 Operate the bus at the speed and method to insure a high degree of student safety.
- 14.4.8 Enforce a bus pass system if requested. The system will be developed in conjunction with Contractor.
- 14.4.9 Pick up or drop off students at only approved pick up and drop off points.
- 14.4.10 Enforce policies/codes of conduct establish by the School Board for students riding buses. Drivers or Contractor's designee shall report in writing to District on a form provided by Contractor, the names and offenses of students who fail to abide by the rules of behavior while on the bus established by the District.
- 14.4.11 Work cooperatively with students, student families, SAU 15, the District and members of the public.
- 14.4.12 Not allow children to leave the bus except at scheduled stops unless authorized by District.
- 14.4.13 Remain on the bus at all times when children are on board except as relieved by an authorized adult.
- 14.4.14 Make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
- 14.4.15 Not have the authority to refuse transportation to any eligible child, nor do drivers have the authority to remove a child from the bus.
- 14.4.16 Not be permitted to carry any person, other than students assigned to the bus, or a school officer, teacher or chaperone while transporting students without the express consent of Contractor and District with exception of Contractor employees such as supervisors or driver trainees, and bus monitors.
- 14.4.17 Not permit any person other than authorized law enforcement and emergency personnel (or those identified in Section 14.4.16above) to step aboard the bus while students are present in the vehicle.

- 14.5 All buses and drivers must be available at the school or where pickups would otherwise occur that day on one (1) hour's notice for early closing of one or more schools due to weather or other emergency.
- 14.6 If Contractor knows that a driver assigned by Contractor to perform services under the Agreement is charged and/or convicted of any traffic violation or other crime, Contractor shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver or monitor, date of the violation or crime, and the nature of the violation or crime.
- 14.7 All monitors shall have a criminal history record check in accordance with RSA 189:13-a and District policy at Contractor's sole expense.
- 14.8 District and Contractor agree that a full complement of school bus drivers is critical for the consistent performance of services under this Agreement and that the compensation of the drivers is a significant factor in recruiting and retaining drivers. To that end, District and Contractor have agreed to the following minimum compensation for all school bus drivers working under this Agreement:
- Starting rate \$25.00 per hour; Year two and beyond \$27.00 per hour
 - 3% annual increase in driver wage rate
 - Five-hour minimum pay per school day
 - 75% Company contribution toward Driver medical benefits: minimum \$500 toward Single coverage; \$900 for Employee/Spouse; \$1,400 for Family
 - 401(k) Retirement Savings program with \$1.00 per hour company match.

For the start of the 2023-24 school year, Contractor shall pay a \$4,000 Sign-on Bonus to all Incumbent and New CDL School Bus Drivers who are hired during the transition of services from the current vendor. Prospective employees must hold a valid New Hampshire CDL of appropriate class and endorsements when making application. Contractor shall pay this bonus over several months with the intent to both attract and retain drivers.

If the compensation listed is insufficient to attract and retain drivers in the local market leading to material driver shortage, Contractor will notify District. District and Contractor agree to meet to discuss modifications to the Driver Compensation and commensurate increases in the route charges to address driver shortage.

SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. District shall have the right to review course content. Contractor shall maintain current, accurate records documenting the training and required licensing of each driver and substitute.

- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. The orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.
- 15.3 Contractor shall conduct training sessions for students in such areas as safety, conduct, good riding habits, emergency procedures, etc. Classroom space and time will be made available.
- 15.4 All drivers shall practice drive their route two (2) times in the week preceding the start of school each contract year. During the school year, any new driver to a specific route will practice drive a route two (2) times within the preceding week before the driver is allowed to transport students on that route if such a driver change is foreseen more than twenty-four (24) hours in advance of such a driver change. All driver changes (other than day-to-day substitutes) will be documented in writing by the Contractor including the time the Contractor was notified of the necessity for a driver change.

SECTION 16: EQUIPMENT

- 16.1 All school buses supplied by Contractor in performance of this Agreement shall, at all times, meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the school buses used to provide transportation services in accordance with applicable laws and regulations and accepted industry maintenance standards.
- 16.2 All modifications to the transportation services or equipment provided by Contractor that may be mandated by federal, state, or local laws or regulations during the term of the Agreement will be implemented by Contractor at no additional cost to District; provided, however, that if the costs to implement such changes exceed \$25,000. The parties agree in good faith to negotiate a change in the Agreement price to pay the mandated changes.
- 16.3 Contractor shall equip all vehicles with two-way radios with sufficient capacity for communication between each bus and Contractor's dispatch. Bus drivers shall be permitted to utilize a cell phone in the event bus is out of radio range (e.g., field trips, athletic trips) and their vehicle is parked. Contractor shall perform an inspection of all radios and cell phones prior to the start of the school year to ensure proper performance and shall maintain the equipment in working order throughout the year.
- 16.4 Contractor agrees that all vehicles shall be equipped with crossing control arms, a child-check system, digital video cameras with four camera heads and GPS

vehicle tracking. Contractor agrees to perform an inspection of all bus equipment prior to the start of the school year to ensure proper performance.

- 16.5 Contractor will provide spare buses in the event of a failure of one of the buses. Spare buses must be available within 20 minutes of a breakdown.
- 16.6 Standees will not be permitted.
- 16.7 Contractor agrees that buses will not operate above rated capacity.
- 16.8 At no time during the term of this Agreement shall the age of any vehicle, bus chassis, motor or bus body provided hereunder be greater than eight (8) year, based on the expiration of the manufacturer's year of manufacture. Contractor shall provide a list of buses to be used prior to the start of each contract year listing: Make, Year of Manufacturer, mileage, and condition of vehicle.
- 16.9 Each vehicle shall be equipped with a digital camera and audio for surveillance and monitoring student behavior. Contractor shall comply with all District policies and laws on the use of audio and video recordings on buses. Contractor shall prominently display a sign in each District vehicle informing occupants that the audio and video recordings are occurring as required by RSA 570-A: 2, II (k). Contractor shall comply with District's requirements on the retention and reviewing of all recordings.
- 16.10 All buses must have the name of the District written on the sides.
- 16.13 Contractor must clean and inspect all buses daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by Contractor, and made available to District upon request. District reserves the right, at the sole cost of Contractor, to require inspection and certification of the condition of the buses at any time by the Division of Motor Vehicles of the New Hampshire Department of Safety.
- A vehicle not passing the daily inspection shall not be utilized to transport students until it will pass the daily inspection. A pass will be deemed to mean that all inspected items are in good working order.
- 16.14 Contractor shall maintain a regular schedule for servicing all vehicles consistent with manufacturer's recommendations and fleet maintenance standards which shall include, but not be limited to oil, grease, tires, battery, brakes, lights, all equipment related to wheelchair accessibility, and all safety appliances, monitors, and accessories. Records of maintenance activities shall be maintained by Contractor, and made available to District upon request.

16.15 The buses shall be cleaned each day.

16.16 District may direct the Contractor to perform additional tasks under this Agreement. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Contractor will invoice the District per cost structure in Exhibit A.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

17.1 Contractor is responsible for the safety, welfare, conduct and control of students transported.

17.2 The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other students or driver and then only after radio notice to Contractor's terminal and to the student's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. District and Contractor will, in the event Contractor determines that a student poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such student. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

17.3 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, after receiving written authorization from the District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

SECTION 18: ASSIGNMENT

18.1 This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party which shall not be unreasonably withheld; *provided, however,* that Contractor may, without approval, assign the Agreement to a parent or subsidiary.

SECTION 19: TERMINATION

- 19.1 District may terminate this Agreement for Contractor's unsatisfactory performance. In such a case, District shall provide written notice to Contractor citing the unsatisfactory performance, and provide Contractor fifteen (15) school days to improve its performance to the satisfaction of the District. If the performance of the Contractor does not improve to the satisfaction of the District, the District may immediately terminate this Agreement.
- 19.2 District shall have the right to terminate this Agreement on sixty (60) days written notice, without further financial obligation, if conditions arise making the transportation of District students unnecessary.
- 19.3 District shall have the right to declare Contractor in default if (a) Contractor becomes insolvent; (b) Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against Contractor; or (d) Contractor is unable to provide evidence of required insurance coverage as set forth below. If Contractor is declared in default for any of these reasons, the District shall have the right to terminate this Agreement.
- 19.4 In the event of a contractual termination due to default or unsatisfactory performance of Contractor, District reserves the right to employ another carrier to complete the term of this Agreement. Contractor shall be responsible for any extras or additional expense or damages suffered by District. In that event, Contractor will be required to indemnify District for any loss that District incurs.
- 19.5 Any termination of this Agreement by District due to the default or unsatisfactory performance of Contractor shall be without cost or penalty to District. District shall be liable to pay Contractor only such amounts as are due as of the date of termination.
- 19.6 In the event that sufficient funds are not appropriated for student and/or school transportation services during the ensuing fiscal year, District may terminate this Agreement by written notice within thirty (30) days of adoption of District budget for the fiscal year in question, and this Agreement shall be terminated effective at the end of the current Contract Year.

SECTION 20: SURVIVAL

- 20.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 21: STATUS OF CONTRACTOR

- 21.1 In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the parties. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.
- 21.2 Contractor alone shall be responsible for its acts, omission, and the conduct of its employees, officers, agents and representatives.

SECTION 22: PUBLIC OBLIGATION

- 22.1 District acknowledges that this Agreement serves a public purpose and that any payments associated with this Agreement for the provision of any aspect of student transportation services promotes a public purpose and is for the public welfare.

SECTION 23: SEVERABILITY

- 23.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 24: EXTENSION AND MODIFICATION

- 24.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 25: NOTICE TO PARTIES

- 25.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail.

Notices to the District shall be addressed to:

School Administrative Unit 15
Marge Polak, Assistant Superintendent
90 Farmer Road
Hooksett, NH 03106

Notices to Contractor shall be addressed to:

First Student, Inc.
Dave Fairweather, Area General Manager
51 Lowell Road
Salem, NH 03079

With a copy to:

FirstGroup America
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel

- 25.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 26: ENTIRE AGREEMENT

- 26.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 27: COMPLIANCE WITH THE LAW

- 27.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

SECTION 28: DISPUTE RESOLUTION

- 28.1 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

SECTION 29: PLACE OF CONTRACT/CONTROLLING LAW

- 29.1 This Agreement shall be governed by the laws of the State of New Hampshire, without regard to conflicts of law principles. All references in this Agreement to the

"state" shall mean the State of New Hampshire. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of New Hampshire. The parties agree that any action instituted against either party to this Agreement shall be commenced in Merrimack County, or the United States District Court for the District of New Hampshire.

SECTION 30: AUTHORITY

30.1 Both parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.

By:  3/9/23.

Title: Anna Gonzalez Martinez

Attest:

By: 

Title: Robert McLean Region 1000A msa

Candia

District 

By:  3/9/2023

Title: Candia School Board Chairperson

Attest:

By:  3-9-23

Title: Superintendent of Schools
SAU 15

First Student Pricing for Candia School District

Annual Cost Projection September 20, 2022

Variable Rate Pricing - Assuming driver hours in RFP - Route Summary

Flat rate for first five hours; hourly rate beyond first five hours

| Route Type | Routes | Hours | Unit Price | Per Hour | Hours Charge | Days | Annual Cost |
|-------------|--------|-------|------------|----------|--------------|------|-------------|
| Single Tier | 2 | 5.00 | 510.99 | 33.00 | - | 180 | 183,956.40 |
| Double Tier | 3 | 7.55 | 510.99 | 33.00 | 84.15 | 180 | 321,375.60 |
| Total | | | | | | | 505,332.00 |

Variable Rate Pricing - Assuming Route Detail plus 78 minutes pre/post and deadhead

Flat rate for first five hours; hourly rate beyond first five hours

| Route Type | Routes | Hours | Unit Price | Per Hour | Hours Charge | Days | Annual Cost |
|-------------|--------|-------|------------|----------|--------------|------|-------------|
| Single Tier | 2 | 5.00 | 510.99 | 33.00 | - | 180 | 183,956.40 |
| Double Tier | 3 | 5.90 | 510.99 | 33.00 | 29.70 | 180 | 291,972.60 |
| Total | | | | | | | 475,929.00 |

RFP Route Summary information was reported as "Gate to Gate"; therefore we added time for Pre-trip and Post-trip inspections.

Route Detail sheets provided first stop and school arrival times; therefore we added time for Deadhead travel and Pre/Post-trip inspections.

See attached Route Analysis for actual calculations by route.

EXHIBIT A

School Route & Athletic/Extracurricular Pricing

| | <u>Year 1</u> <u>2023-24</u> | <u>Year 2</u> <u>2024-25</u> | <u>Year 3</u> <u>2025-26</u> | <u>Year 4</u> <u>2026-27</u> | <u>Year 5</u> <u>2027-28</u> |
|---|---|---|---|---|---|
| 1) Regular Routes - Base Rate includes the first five hours of driver time | | | | | |
| 1a) Single Tier | <u>\$510.99</u> | <u>\$526.32</u> | <u>\$542.11</u> | <u>\$558.37</u> | <u>\$575.12</u> |
| 1b) Double Tier | <u>\$510.99</u> | <u>\$526.32</u> | <u>\$542.11</u> | <u>\$558.37</u> | <u>\$575.12</u> |
| 1c) Excess Hours Charge* | <u>\$33.00</u> | <u>\$33.99</u> | <u>\$35.01</u> | <u>\$36.06</u> | <u>\$37.14</u> |
| 2) Athletic/Extracurricular Activity/Field Trip Transportation | | | | | |
| 3a) Cost per Mile - Travel | <u>\$3.77</u> | <u>\$3.88</u> | <u>\$4.00</u> | <u>\$4.12</u> | <u>\$4.24</u> |
| 3b) Cost per Hour - Wait | <u>\$88.31</u> | <u>\$90.96</u> | <u>\$93.69</u> | <u>\$96.50</u> | <u>\$99.40</u> |
| 3c) Minimum Charge | <u>\$176.62</u> | <u>\$181.92</u> | <u>\$187.38</u> | <u>\$193.00</u> | <u>\$198.80</u> |

* Driver Hours beyond the five-hour base; billed to the nearest 15-minute increment.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| INSURED First Student Inc 600 Vine Street Suite 1400 Cincinnati OH 45202 USA | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: AXIS Surplus Insurance Company | 26620 |
| | INSURER B: Old Republic Insurance Company | 24147 |
| | INSURER C: AIU Insurance Company | 19399 |
| INSURER D: National Union Fire Ins Co of Pittsburgh | 19445 | |
| INSURER E: | | |
| INSURER F: | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570098542502** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|-----------------------------------|--------------------------|--------------------------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | MWZY31683723 | 04/01/2023 | 04/01/2024 | EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | MWTB 316836 23 AOS | 04/01/2023 | 04/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | WC015824929 AOS WC015824930 CA | 04/01/2023 04/01/2023 | 04/01/2024 04/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE-EA EMPLOYEE \$5,000,000 E.L. DISEASE-POLICY LIMIT \$5,000,000 |

Certificate No : 570098542502

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Student Transportation Services RFP. School Administrative Unit 15 and the three districts it comprises are included as Additional Insured in accordance with the policy provisions of the General Liability policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| School Administrative Unit 15 90 Farmer Rd. Hooksett NH 03106 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i> |

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| | | |
|---|-----------|------------------------------------|
| AGENCY Aon Risk Services Central, Inc. | | NAMED INSURED First Student Inc |
| POLICY NUMBER See Certificate Number: 570098542502 | | |
| CARRIER See Certificate Number: 570098542502 | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

Bridgette Grotheer

From: Jolene Archambeault <Jolene@cnastores.com>
Sent: Friday, July 14, 2023 11:00 AM
To: Phyllis West; cedarmgt@comcast.net
Cc: Bridgette Grotheer
Subject: Response from DES - Public Safety assistance request - Air and noise pollution in our back yards! - Hooksett, NH - Jolene

Good morning,

Below are DES (Department of Environmental Services) responses to my most recent e-mail

See items in **BLUE** and a couple **highlighted**

Jolene C Archambeault
Office Administrator



CNA Stores, Inc.

Cultivating Quality, Integrity and Commitment

57 South Hunt Road
Amesbury, MA 01913

CNAstores.com

c. 351-226-0250

From: Milbury, Gary <GARY.D.MILBURY@des.nh.gov>
Sent: Friday, July 14, 2023 10:37 AM
To: Jolene Archambeault <Jolene@cnastores.com>
Cc: Phyllis West <phylliseileenwest@gmail.com>
Subject: RE: Response: DES - Public Safety assistance request - Air and noise pollution in our back yards! - Hooksett, NH - Jolene

Good Morning Jolene,

My apologies for the delay, I was unexpectedly out for a couple of days.

Below (in blue text) are responses on your follow up questions/comments:

Best,

Gary

Gary Milbury

Administrator, Permitting and Environmental Health Bureau
NH Department of Environmental Services
Air Resources Division
phone: (603) 271-2630
email: gary.milbury@des.nh.gov

From: Jolene Archambeault <Jolene@cnastores.com>

Sent: Monday, July 10, 2023 12:59 PM

To: Milbury, Gary <GARY.D.MILBURY@des.nh.gov>

Cc: Dorfschmidt, Barbara <Barbara.D.Dorfschmidt@des.nh.gov>; Phyllis West <phylliseileenwest@gmail.com>; Jolene Archambeault <Jolene@cnastores.com>

Subject: Response: DES - Public Safety assistance request - Air and noise pollution in our back yards! - Hooksett, NH - Jolene

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

Good afternoon Gary,

I hope you had a lovely weekend!

Thank you for your prompt and thorough responses my community concerns.

Below are my responses for your review and comments.

1.

This is where I found Document ... **FP 2021-82** regarding toxic air.

<https://www.des.nh.gov/air/industrial-sources/air-toxics-compliance>

PDF - FP 2021-82 Adopted Rule Effective 02-03-22

https://www.des.nh.gov/sites/g/files/ehbemt341/files/styles/inline_icon/public/2020-08/icon-pdf.png?h=e77b622d&itok=KeKWwmlk

a) The purpose of this chapter is to implement RSA 125-I relative to preventing, controlling, abating, and limiting the emissions of toxic air pollutants into the ambient air.

(b) The ambient air limits (AALs) established in this chapter are intended to promote public health by reducing human exposure to toxic air pollutants as required by RSA 125-I:1.

Any business or industry in New Hampshire that emits a RTAP into the air is required to conduct an Air Toxics Compliance Demonstration to determine its compliance with

NH's air toxics rule, [Env-A 1400](#). The business should confirm its compliance annually and retain documentation of a review of the facility's RTAP emissions.

Yes – Thank you for the recommendation – I will contact <https://www.snhpc.org/> and ask for support. We would like to know what more we can do protect our residential area from Commercial businesses impacting our quality of life, safety and health.

The state air toxics law, RSA 125-I [Air Toxics Control Act](#), specifically exempts mobile sources. The Legislature would have to change this law. I will note most state air toxics laws exempt mobile sources, instead regulating them through engine manufacturing standards, vehicle inspection programs, etc.

Moving forward, I think one thing would be to continue working with your local officials on updating zoning/buffer requirements so that these conflicts are minimized.

2.

Yes – we have a noise ordinance in Hooksett #00-32 *See attached*.

Planning board is not enforcing this rule. *How would you propose we address and enforce this as a community?*

This is unfortunately between you and the town; we (NHDES) cannot do anything about a town not enforcing its own ordinances.

Our community filled the town hall each meeting to voice our opposition to the planning board.

Currently I have posted a sign on our land stating the ordinance # *See picture attached*.

You can see our homes behind the sign.

Kudos to you, Ms. West, and others for getting involved in the town process and sharing your concerns about this proposal. I understand the process can be frustrating when you do not feel your concerns are being fully addressed, but continuing to talk with your local officials about constructive solutions is (in my opinion) a good way to make some progress.

3.

Yes – there is protected wet land (*brook feeding from pond across the private road*) that runs along the side of the commercial property.

Side note... attached is a picture taken this weekend of a fuel spillage on the parking area from the Equipment. This indicates no regard for environment now. This raises concern for the future with 36 busses there.

4 & 5

Yes – We understand that there needs to be more regulations in place for light pollution. This will be a future topic we will address with the board.

The proposed parking plan indicates Half of the buses would back up with flashing lights and back up siren sounds directly into our back yards.

This would impact the entire row of homes along Gary Ave- Hooksett, NH The bus starting time will be 4:30 am and returns are sporadic all day every day and into the night.

I don't know if there's an ideal solution – if the buses back in when they return for the day, then they don't have to back up first thing in the morning (so no backup alarm), but the exhaust is pointing your way when they start up. If they do the opposite, the exhaust won't be directed your way, but you'll have the backup alarm noise.

6.

Thank you for the idling rule: <https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/Env-A%201100.pdf>.

Yes – New buses were purchased. And I'm not sure the new buses manufactured have the engines certified to meet USEPA.

Owner of project has not supplied us with emissions information or impact study.

I requested an emissions report at the last meeting. I look forward to next meeting to learn if they complied with my request for emissions.

The buses' engines would be USEPA certified when the buses come from the factory, like our cars do. I think it would be reasonable to assume that your local officials would not have this emissions information. But you can find it [here](#) if you are interested in the actual emissions numbers.

There are multiple buses directly impacting a residential area in some places - ranging from 46.6 to 36 feet away in a concentrated area. The parking plan doesn't show the number of homes effected accurately.

This doesn't represent an accurate picture to our planning board of the number of home owners truly impacted by the fumes from the buses.

I think the best you can do is to state this to the board (perhaps provide your own markup of other impacted homes if possible) so it is on the record.

Thank you again for the solutions and recommendations!!

- A. There was a proposed "buffer" ... a Wooden fence and a few Arborvitaes. I do not believe this is sufficient and made other recommendations to Board.
I recommended Concrete / Stone wall over 10-12 to hide buses – goes to grown and taller trees to buffer sound from Sirens.

Sounds like you made a reasonable suggestion, hopefully the board will give it due consideration and request something along those lines.

- B. A second parking plan was proposed to the board and it didn't arrange the busses tail pipes away from residential property.
- C. I appreciate the "affordable particulate matter monitors" recommendation. Yes-I will certainly inquire at <https://www2.purpleair.com/>
I will set this up : <https://www.des.nh.gov/home-and-recreation/air-quality/citizen-air-monitoring-program>.

Moving forward, if you have any further recommendations, would you please forward them to me?

Sure thing. I did just hear about more funding, not just for buses to update to cleaner diesel engines, but also to switch to electric buses. These funds are available to school districts. I can send you more info if you would like to share it with your local officials.

We appreciate the support and direction. I welcome a phone call to discuss any questions you may have.

Last, the next Planning Board meeting is Monday, July 17th and we invite DES representation to attend.
Hooksett Town Hall - 6 pm.

Thank you for the invite. While NHDES staff can attend town related meetings, we must be officially invited by the town board. If invited, we could perhaps answer general questions they may have on air pollution (and I'm not sure it would be me attending), but we would not advocate for/against a specific project that we do not have any authority over. In any event, I do not believe we would be able to make it on the 17th.

With warm regards,

Jolene C Archambeault
Granite Brook MHP - Resident
603-703-8263

From: Milbury, Gary <GARY.D.MILBURY@des.nh.gov>

Sent: Wednesday, July 5, 2023 2:11 PM

To: Jolene Archambeault <Jolene@cnastores.com>; Dorfschmidt, Barbara <Barbara.D.Dorfschmidt@des.nh.gov>

Subject: RE: DES - Public Safety assistance request - Air and noise pollution in our back yards! - Hooksett, NH - Jolene

Good Afternoon Ms. Archambeault,

Thank you for reaching out with your concerns about potential air quality impacts from the proposed parking area. While the NH Department of Environmental Services, Air Resources Division has the authority to regulate air pollution in NH, it does not extensively regulate every source of air pollution. In brief, we would not have authority with regards to site approval unless it requires an air pollution control permit, which this project does not.

Below are some additional answers/comments related to the questions/concerns shared in your email.

1. I am unsure on your reference to FP 2021-82 – is this the number of the proposal being reviewed by the Town? It does not sound like a DES document number.
2. In NH, noise is regulated at the local (town) level. Some communities have chosen to have little/no regulation, while others have very specific ordinances. I am not sure to what extent Hooksett regulates noise.
3. Likewise for wear and tear on a private road; this is a local issue unless there are wetland impacts or something along those lines.
4. As with noise (and light) pollution, zoning is generally done at the town level in NH. Some towns choose to have little to no zoning, while other communities have very strict zoning, which can help ensure more compatible uses of land.
5. The Air Resources Division does regulate some large “area” source projects in terms of looking at vehicle emissions, but they are on a much larger scale and have regional significance, for example, the Manchester Airport expansion or the building of a large shopping complex. Please note that these large projects may also fall under the purview of the NH Regional Planning Commissions (the Southern NH RPC is the one Hooksett belongs to - <https://www.snhpc.org/>). You could contact them, but I don’t believe the project is large enough to trigger their review.
6. While we do not require an air permit for the proposed parking area, we do regulate the idling of vehicles under NH Administrative Rule Env-A 1100, *Prevention, Abatement, and Control of Mobile Source Air Pollution*; the rule can be found here: <https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/Env-A%201100.pdf>. This rule limits idling times based on outside temperatures. Perhaps this information would be of interest to the local board reviewing this project.
7. Buses themselves are subject to regulation in regard to air emissions. When the buses are manufactured, the engines must be certified to meet USEPA standards for pollutants such as carbon monoxide and particulate matter. These USEPA standards, which (like with cars) become more stringent over time, do make a difference. For example, USEPA emission standards for buses built after 2007 are 90% cleaner than those built in 2000. For this reason, several NH towns have purchased newer diesel buses or electric buses to further mitigate these emissions. NHDES also has funding opportunities where communities can upgrade their fleet to cleaner buses, see our webpage at <https://www.des.nh.gov/climate-and-sustainability/transportation/diesel-vehicles>.
8. The two online meetings you asked me to watch are 3 and 5 hours long, respectively. While I can certainly appreciate your (and your neighbors’) concerns, I do not think it would be the best use of state resources at this time, considering that NHDES really only has the authority to enforce idling standards in this situation.

I recognize this is probably not the response you were hoping for. However, I think there are a few things you and your neighbors may want to consider:

1. If the location is possibly going to be approved, ask your elected officials if they can take further actions on the site to further reduce impacts, like rearranging the orientation of parking, practices for buses starting/leaving the facility in the morning, addition of vegetation buffers, etc.
2. Ask your officials about the current bus fleet and inquire about upgrading to cleaner diesel or LPG buses or even better, electrified buses. As I said earlier, there are a lot of grants/funding opportunities available, and our Mobile Sources team (in the Air Division) is always willing to work with cities and towns to help them navigate the process.
3. One very recent technological advancement has been made with regard to citizen air monitoring devices. We operate several air monitoring stations in key locations around the state, but these stations are fixed and the equipment and personnel cost hundreds of thousands of dollars to buy, setup, and maintain. The good news is that compact, affordable particulate matter monitors (particulate is the most major concern with diesel exhaust) that can produce high accuracy data are now available for around \$300.

For people/organizations that want to purchase and operate one of these monitors (<https://www2.purpleair.com/>), we have established a program at NHDES where purchasers of the PurpleAir monitors can register their device, and we can provide support to ensure the device is set up properly, and the collected data can be reviewed by NHDES. Our webpage for this program is at <https://www.des.nh.gov/home-and-recreation/air-quality/citizen-air-monitoring-program>.

The reason I mention this is twofold: (1) if the project is approved, one of these devices could be helpful to the Town in monitoring what exactly is occurring by showing real data. (2) if the project is approved but the town chooses not to monitor, you could work with your neighbors to purchase one so you at least have some answers. Either way, we can provide technical support for the monitors.

Feel free to contact me if you have further questions, or need further clarification on any of the above. I am out of the office the rest of today, but will be around the rest of this week.

Best,

Gary

Gary Milbury
Administrator, Permitting and Environmental Health Bureau
NH Department of Environmental Services
Air Resources Division
phone: (603) 271-2630
email: gary.milbury@des.nh.gov

From: Jolene Archambeault <Jolene@cnastores.com>

Sent: Tuesday, July 4, 2023 9:42 PM

To: Dorfschmidt, Barbara <Barbara.D.Dorfschmidt@des.nh.gov>

Cc: Milbury, Gary <gary.milburyjr@des.nh.gov>; Jolene Archambeault <Jolene@cnastores.com>

Subject: DES - Public Safety assistance request - Air and noise pollution in our back yards! - Hooksett, NH - Jolene

Importance: High

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

Good morning,

Today I'm writing to DES to request assistance for our community.

We have a public safety issue concerning Toxic air pollution moving in on abutting land to our residential area.

- Uncontrollable Emissions from 36 Diesel Buses 40' from our bedrooms.

I believe it pertains to FP 2021-82 but I want to be certain.

[Would you direct me to the regulations that would directly apply to this specific situation please?](#)

For your review:

Attached are a few pictures, proposed plan and a video.

Below are a few documents from myself:

Plea to EPA and Letter on record to Hooksett planning board.

There are many more concerns from multiple residents.

Concerns range from Noise pollution (Back up beeping , all idling and starting at 4:30 am all year long and trees are gone Noise echoes into residential areas.), Air pollution (exhaust fumes of 36 buses same time and idling to get out on 3A) and wear and tear on private road . The list goes on and if you ask residents are willing to talk about it.

Good contacts: both these people know first-hand what's happening.

Phyllis West - Phylliseileenwest@gmail.com (Granite Brook MHP - G & M resident)

Allan Obrien – cedarmgt@comcast.net (Granite Hill Manger)

Presently there is a petition circulating. Also attached.

Meetings are online : [Hooksett.org](http://hooksett.org) – *View meetings left side bar*

Watch dates : 6-5 and 6-19

http://hooksett.granicus.com/ViewPublisher.php?view_id=2

We invite you to take a drive through Granite Brook MHP -G&M park and the Granite Hill road by Granite tappas to understand views from opposing land-owners.

[Would you contact me to confirm DES can help us please?](#)

Reach out with any questions.

With warm regards,
Jolene C Archambeault
Granite Brook MHP - Resident
603-703-8263

Plea to EPA:

Owner (Grappone) and contractor are proposing plans to Town planning board to [park 36 diesel school busses abutting residential area.](#)

Plans are to park buses with Exhaust directly aimed into residential homes (bedrooms) some 40 feet away located on Gary Ave – Hooksett, NH.

On the other side of same land...

Residential Condo owners are strongly apposing Buses parking and transport thru their community on opposite side of proposed site.

If to be approved...Buses would sit in line idling in close proximity in their homes to exit private road.

Additionally, Recreational area with Playground and swim area abuts proposed bus parking plan property.

Both abutting Residential communities' landowners have voiced objection to Hookset town planning board.

The planning board visited the site for site visit Wednesday 6-28-23 / 5:pm EST.

Hooksett Planning board town meeting will be July 17th 6pm Hooksett Town Hall.

Presently Construction has halted because Owner built on adjacent lot without permits and bus parking plan has not been approved because of the issues surrounding exhaust pollution, traffic on private road and negative impact concerning residential communities abutting land.

Owner has been pushing contractors to expedite to get bus contract for school year – Mid August. There have been deliberate infractions and unethical business practices uncovered.

Our communities believe we deserve clean air.

Can you assist us with specifications and laws surrounding exhaust fumes pollution in close proximity residential areas please?

Can you be present or available through skype to attend town meeting to speak about air pollution?

Thank you for your consideration in advance.

We look forward to your response and support.

Jolene C Archambeault
603-703-8263

From: Jolene Archambeault

Sent: Monday, June 19, 2023 10:21 AM

To: agarron@hooksett.org; Cedarmgt@comcast.net

Cc: Bridgette Grotheer <bgrotheer@hooksett.org>; Nicholas Williams <NWilliams@hooksett.org>; Elayne Pierson <EPierson@hooksett.org>; Jolene Archambeault <crystalmoon56@yahoo.com>

Subject: Letter on record - Hooksett, NH - Air and noise pollution in our back yards!

Importance: High

Good morning,

I'm contacting you today to include my letter on record.

This is about the clear-cut land between Granite Heights HOA and Granite Book Park – Hooksett, NH.

All our residences are not in agreement with this new arrangement being pushed through Town of Hooksett planning board.

This comes with great concern for our **health, additional noise and air pollution, and invasion of our privacy.**

The current plan is to park a fleet of Diesel School buses in a residential area.

-feet away from residential homes and increasing traffic through quiet neighborhood where there is playground and children play.

The grounds were stripped away up to every last inch of the boundaries with no buffer zone.

There are no plans for privacy or fencing and/or plans to replace trees along boundaries to hold earth in place.

This will add pollution and continuous poor air quality throughout the surrounding neighborhoods. (55 plus included)

The fleet of buses would start at 4:30 am - not accordance with town noise ordinance at 8am.

Additionally, the bus traffic would flow directly through a Condominium private road and alter traffic light on 3A.

I will be present at the public planning board meeting this evening to show my community support.

Monday, June 19th 2023 – 6:00 pm.

I'm reaching because we care about our little quiet clean community.

We have small homes to reduce the carbon footprint and as a community, we should feel safe in our environment, have a voice in what type of businesses are surrounding our homes and speak up about concerns that directly impact us in a negative way.

I'm a believer that if we have a complaint, we should offer a solution.

Another more commercial site could be a better fit for a fleet of busses. (Busses for 3 towns)

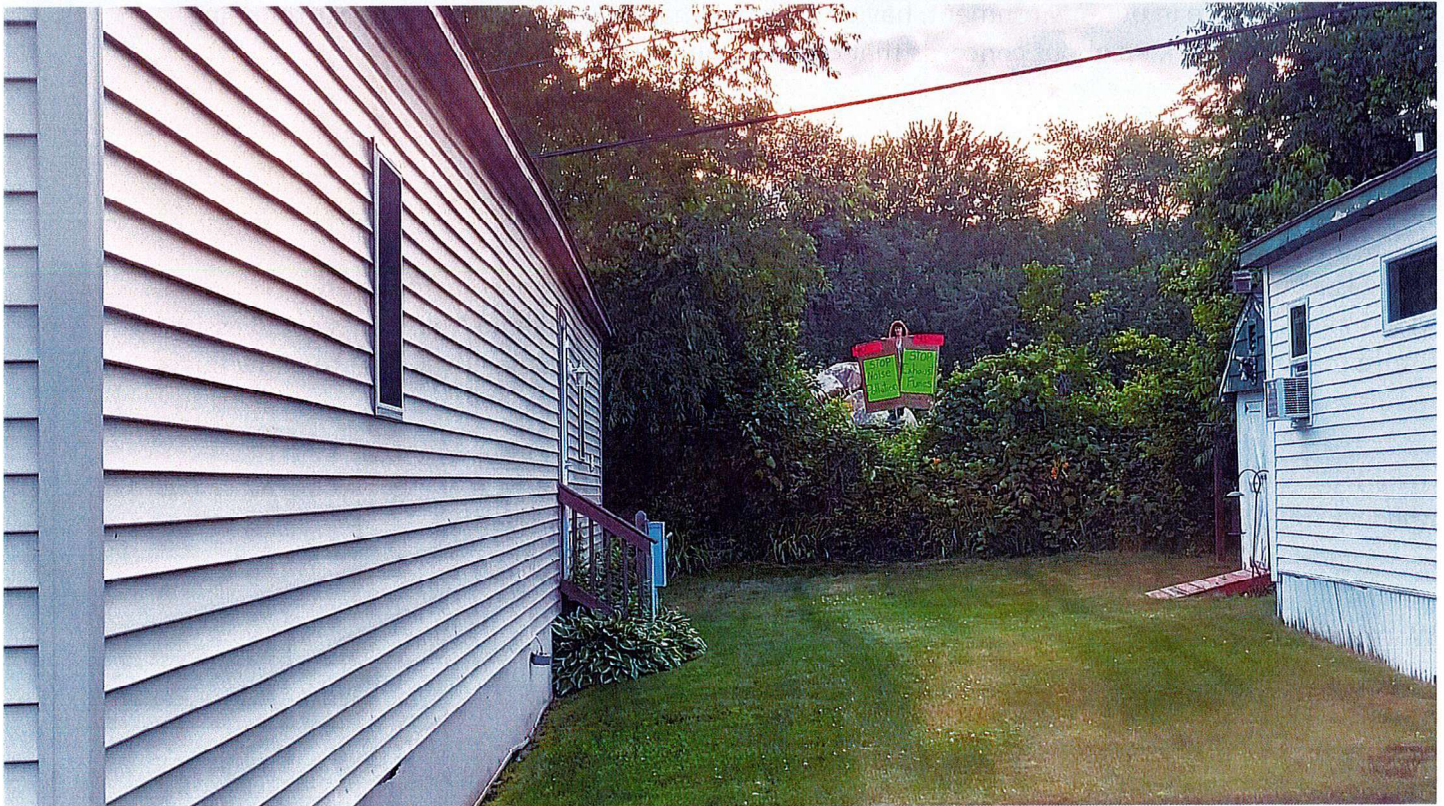
There is a large paved vacant parking lot in Hooksett. It is available (Kmart) across from Merchants that is closer to school. It has garage access for bus repairs and Merchants could assist future maintenance. There are traffic lights already in place at the Kmart - BigK sight to allow Busses enter road safely.

May we could on your support to be sure this isn't going into our back yards?

Warm regards,

Jolene C Archambeault
Granite Brook Park Coop Inc. – Resident
Gary Ave
Hooksett, NH
Crystalmoon56@yahoo.com
603-703-8263

This is how close they will be to our homes:



Attention Hooksett Town Planning Committee Members,
July 14, 2023
From Phyllis West

I thought I would reach out one more time to remind you of the health hazards of continuously breathing in diesel fumes. It wasn't all that hard to find online.

What is in Diesel Exhaust from School Buses?

Each year, diesel emissions are linked to thousands of premature deaths, hundreds of thousands of asthma attacks, millions of lost work/school days, and numerous other health and environmental impacts. Contaminants include:

Fine Particulate Matter (PM), or PM_{2.5} can travel deep into lungs and may even reach the bloodstream causing damage to the lungs and heart.

Nitrogen Oxides (NO_x) react with volatile organic compounds to form ground-level ozone ("smog"). Smog damages lung tissue and aggravates respiratory disease.

Toxic Air Pollutants – diesel exhaust contains at least 40 toxic air pollutants that are known or suspected of causing cancer or other serious health effects if inhaled. Diesel exhaust includes benzene and 1,3-butadiene, both classified as known human carcinogens. In fact, the World Health Organization has classified diesel exhaust as a known human carcinogen.

Wargo, John, Ph.D., Children's Exposure to Diesel Exhaust on School Buses. 2002.
Environment and Human Health, Inc., p. 10.

I also found a chart of how long buses will run in cold weather

What is in Diesel Exhaust from School Buses?

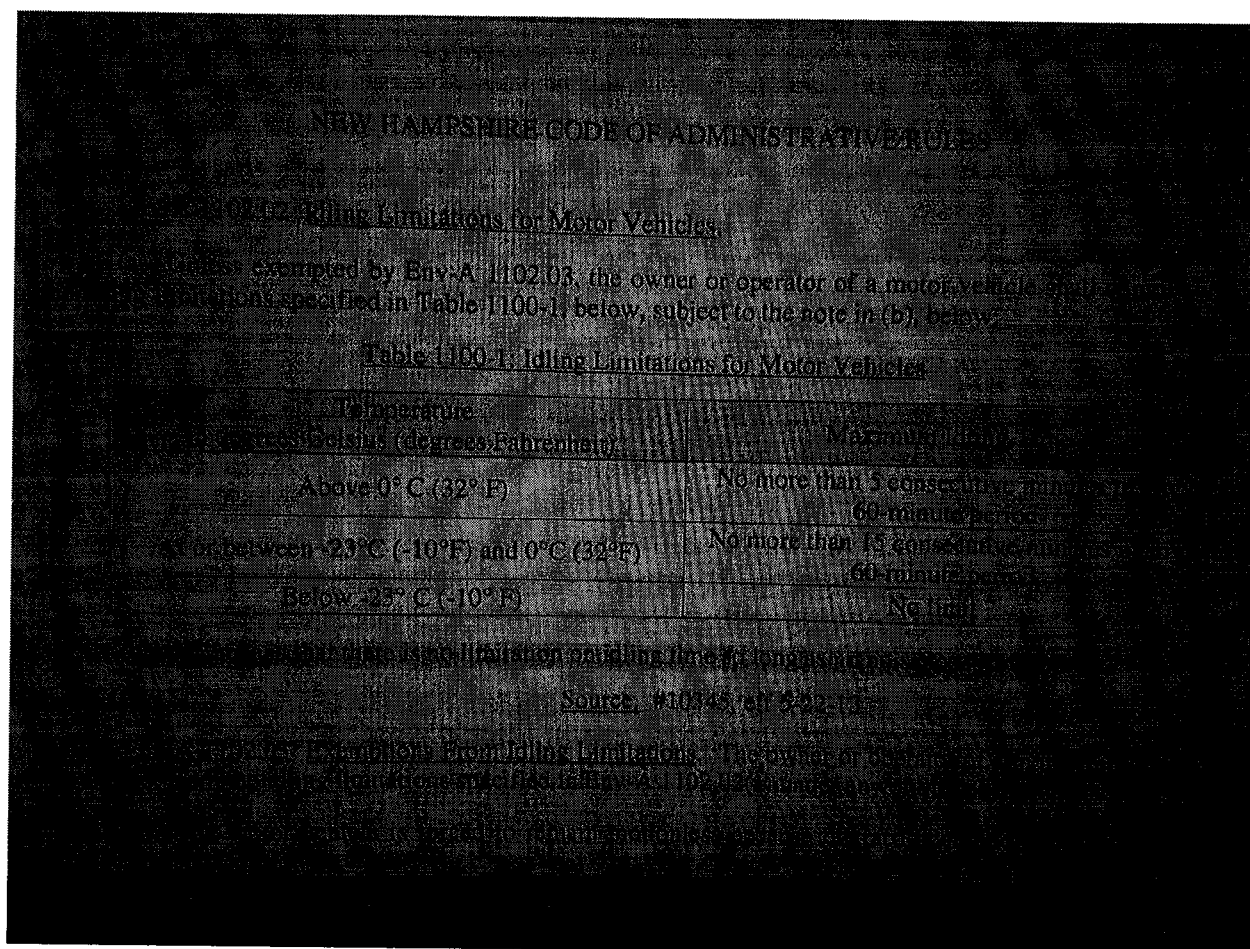
Each year, diesel emissions are linked to thousands of premature deaths, hundreds of thousands of asthma attacks, millions of lost work/school days, and numerous other health and environmental impacts. Contaminants include:

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Wargo, John, Ph.D., Children's Exposure to Diesel Exhaust on School Buses. 2002.
Environment and Human Health, Inc., p. 10.



This proves we have been told another fabrication.

There have been many accounts of the misinformation we have been told to us and the committee.

Mr. Grappone assumed he was going to be able to have a road beside our home. No he doesn't have the right of way. There are many other examples of his misleading the committee. He didn't even have the proper permits in hand.

Mr. McGuire has also been feeding you misinformation. He doesn't know where the property lines are and he only feels the "solutions" might work. Go visit someone who lives by a highway with the sound reduction walls installed and then tell me they work. Nope.

Look up the First Student bus lot on Route 106 in Belmont. That's what it should look like not situated in a neighborhood.

I also want to remind you that this will be a year round business. School buses are used all during the year seven days a week. Did you know First Student actually rents out their buses for private events and individuals?

There is also disregard for personal property already as well as oil spots on the ground.



Oil from trucks.

We have also been listening to nonstop backup sounds from the construction site. Today at 5:24 a.m. they were working at the building site with their backup alarms going off. A direct violation of the noise ordinance.



Our signs from site review.

Please think about the traffic impact as well. 2:30-5:30 is already a nightmare and with the potential of adding more living space in the immediate area it will only get worse. It can take up to 10 minutes to take a left out of Gary Avenue and Dartmouth Street now.

I plead with you to reject this project. It's not beneficial for anyone except Mr. Grappone.

Thank you again for your time and consideration.

Phyllis West

45 Gary Avenue

Hooksett, NH 03106

603-682-3424

45 Gary Avenue
Hooksett, NH 03106
July 7, 2023

Hooksett Planning Board Members,

I am writing to you again, still in opposition of the bus depot being right behind my home as well as my neighbors, some of which are only 36 feet away from the proposed site.

I have many concerns with this proposal.

First of all I had an encounter with Mr. Grappone and Mr. McGuire on June 27th the day before the site review. I could hear two people talking almost in my backyard. (Just imagine the noise from buses). I did go out to talk to them. I did ask if either of them would want to be awoken by the noise every day. Neither answered me. I informed them our yard is only 46.5 feet away from the proposed plan and ours is the furthest away.

Mr. McGuire keeps saying he "thinks" the proposed changes will work, in other words he doesn't know for sure if the higher fence and noise reduction plan will work because it hasn't been done before in such a residential area.

He was also not aware that the school buses will run year round. There are sporting events that students will need which can occur at night and Saturdays. He was unaware that they run school buses for summer school 4-6 weeks during the summer.

We also talked about the traffic plan. He didn't know that a grab and go business is about to open on July 15th called The Spot. This will add to the traffic. Nor did he address how the road reduces to one lane right after the light.

Now during the site review I overheard someone say something about the garage that abuts Gary Avenue. I am happy to say that that garage (RST Garage) is only open from 9-6. They don't play loud music etc. Even Extra Care at the beginning of Gary Avenue is only open from 8-5.

Ambrose was also mentioned. They do not run all of the equipment they have on their property. They have it available for companies that may need it. They are only open from 7-5.

Someone also mentioned the fireworks store during the June 19th meeting. They don't make noise either and are only busy a few times a year. They don't expel toxic fumes into people's homes.

I was also surprised that someone put down people who live in co-ops. We are not second class citizens. We have had careers and many of my neighbors are still building their careers. We do pay property taxes (actually twice with our co-op fees going to property taxes too). We have a set of bylaws that we agree to before moving in. We don't allow rentals in this park so everyone owns their own home.

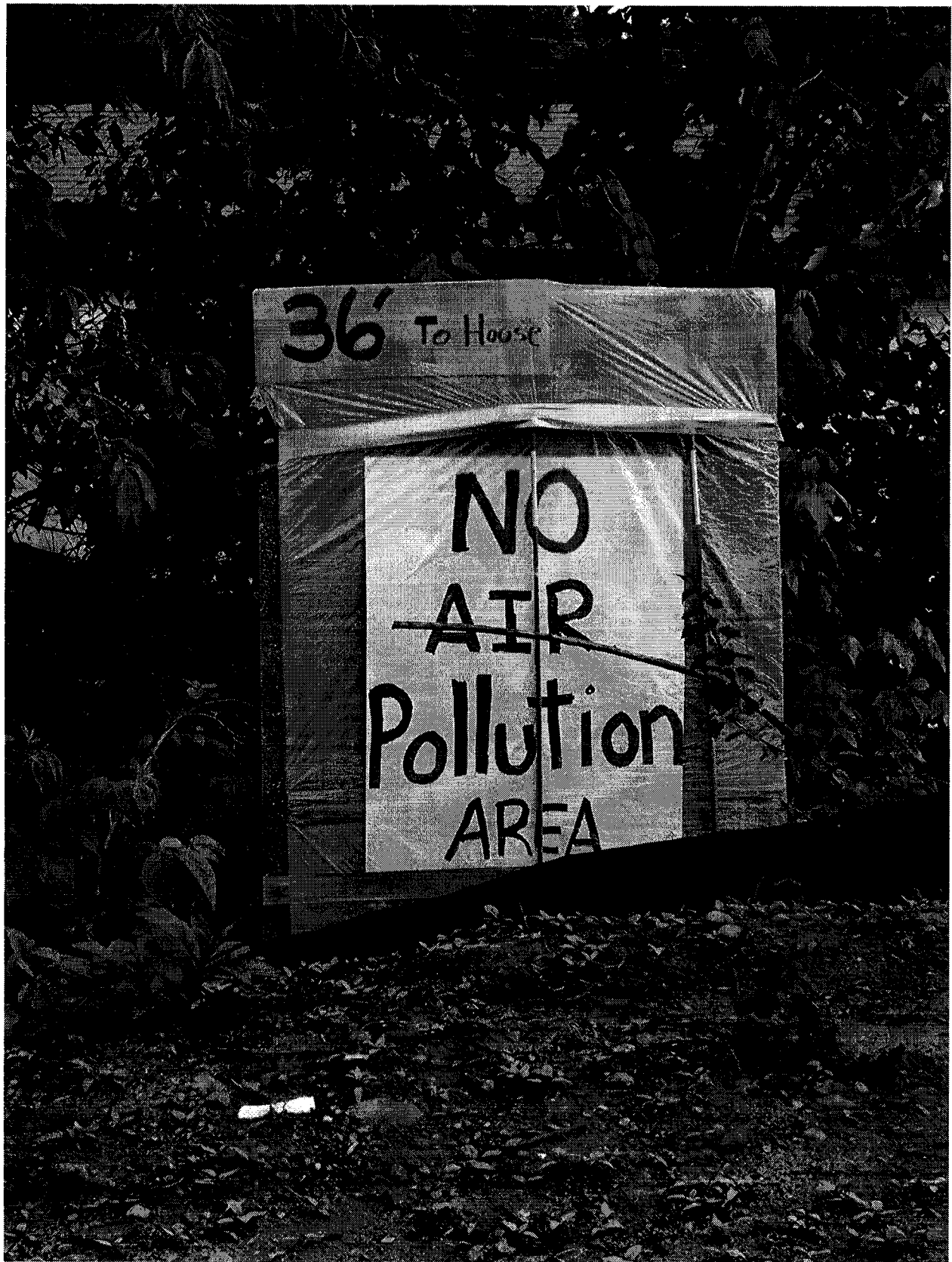
The removal of the beneficial trees has already caused erosion to the point that my elderly neighbor has had to have an embankment wall installed.

Now to the noise issue again. Hooksett has a noise ordinance that states quiet time is between 10:00 p.m - 7:00 a.m. During the site review there was a demonstration of just how loud the backup alarms can be. We could hear it perfectly in our yard and our neighbors. I recorded the noise even over two people having a normal conversation. Let's also consider that the drivers and monitors will be talking in the morning too. Some will shout over the noise of their bus sounds.

We've been told that the buses will only run for 10 minutes but we all know they will need more time in the winter to be able to make their runs. Someone said they can only run 10 minutes but we all know there is always a way to override the system. There will also be noise from the snow removal and we haven't been told where they are going to put the snow.

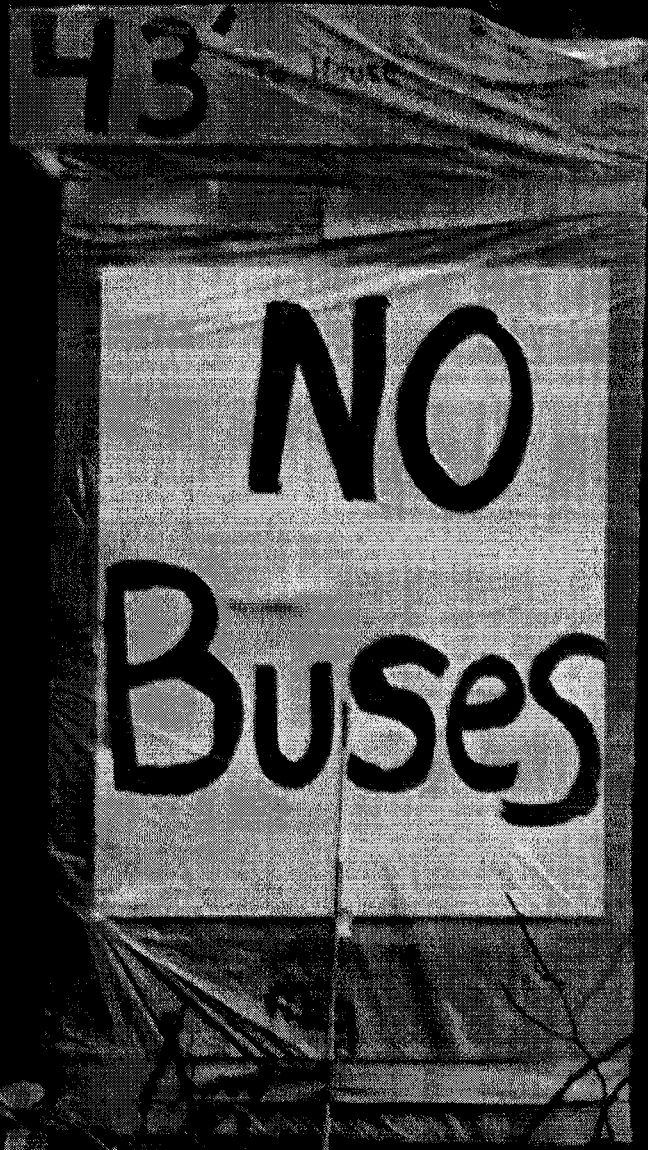
THE EPA SAYS THAT DIESEL EXHAUST POSES THE GREATEST HEALTH RISK. A study was just released by the Journal of Science Advances says living in a green space adds 2.5 years to your lifespan. Our green space was stripped away by a very uncaring human.

I know we will not be able to speak during the July 17th meeting but I feel we still need to be heard.

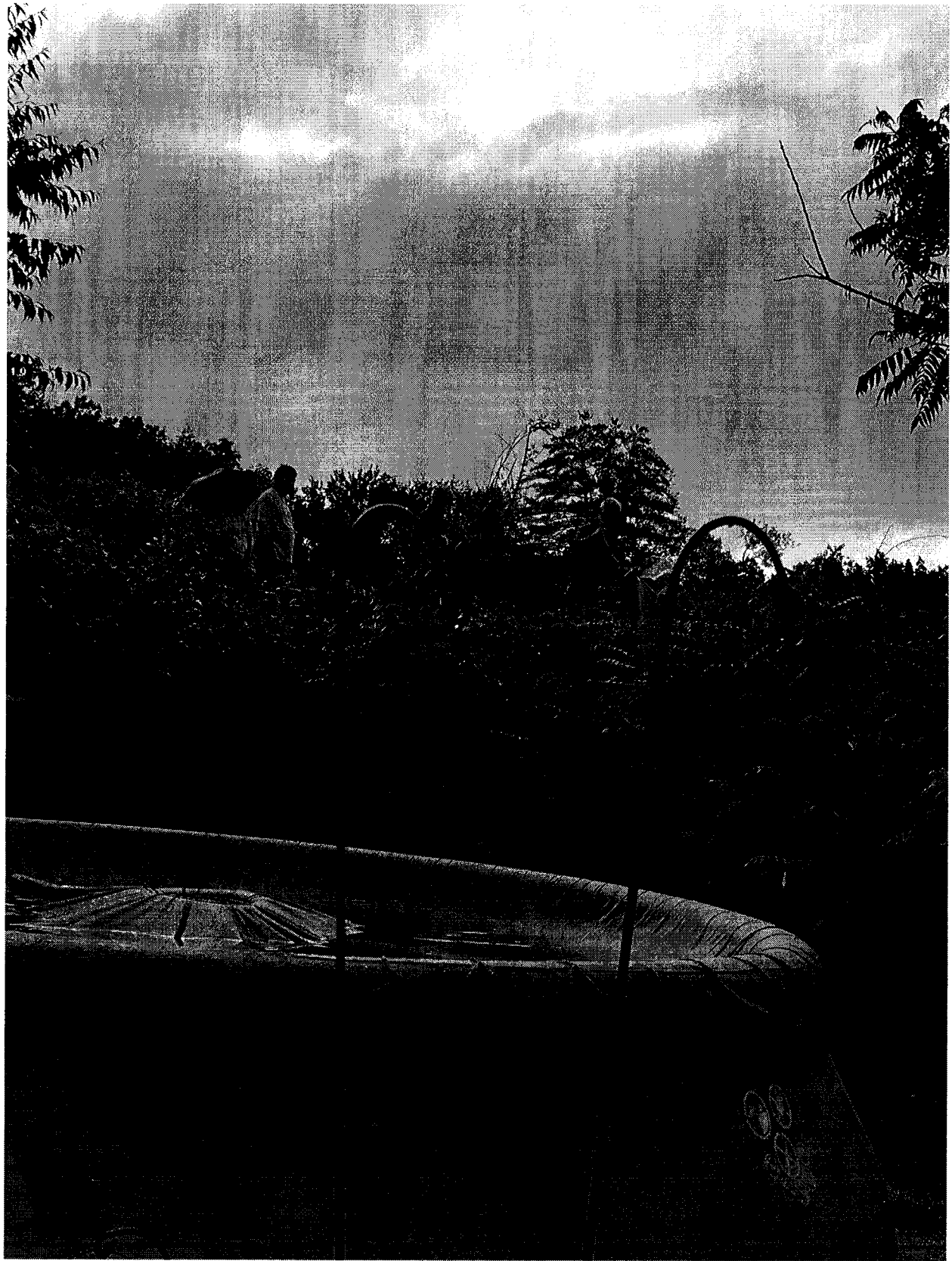


36' To House

NO
~~AIR~~
Pollution
AREA













I have included some pictures from the site review to remind you just how close we are to the proposed site

Thank you for your time

Phyllis West

From: Yury Polozov <Yury.Polozov@leg.state.nh.us>
Sent: Monday, July 03, 2023 1:08 PM
To: Andre Garron <agarron@hooksett.org>
Cc: cedarmgt@comcast.net
Subject: Ridgeback Project Concerns

Dear André Garron, Hooksett Town Administrator Office,

Could you please forward my communication to the Planning Board members?

—

Dear Hooksett Planning Board member,

I am writing to you regarding the proposed Ridgeback Project (Storage/Bus Depot), as numerous constituents have reached out to me expressing their concerns. I kindly request that you pay closer attention to this matter as it approaches its final consideration.

I find it deeply troubling that the approval process appears to resemble a bait-and-switch tactic on the part of the developer. The original approval for a passive-use storage project was obtained, but it was subsequently used to initiate an active commercial-use bus servicing project. A blatant disregard for the direct directions given by DES regarding the prohibition of fueling on the site is particularly concerning.

Furthermore, the potential health and disturbance hazards pose a significant concern for both the Granite Hill community and, especially, the residents of the mobile house coop situated on the opposite side. These houses are located at a distance of less than 50 feet from the site, with some as close as 36 feet. See the attached photo for an illustration. The close proximity of the project to these residences raises serious questions about the well-being and safety of the affected individuals.

While the utilization of Granite Hill's Thames Road seems reasonable due to the existing easement, it is important to note that this road was not designed to accommodate intensive use by long and heavy commercial vehicles, such as buses. This raises concerns about potential damage to the road infrastructure and the overall safety of the area.

Other valid concerns include early morning noise pollution and the management of pollution emanating from dozens of diesel buses, which are exposed to the protected wetland. The environmental impact and potential consequences of such pollution must be carefully considered.

In summary, it is clear that this project has taken advantage of the permission process and threatens the way of life for a number of Hooksett residents. I urge you to ensure that their rights are respected and protected throughout this process.

Thank you for your attention to this matter.

Sincerely,

Yury Polozov

State Representative, Merrimack-10 | Hooksett & Dunbarton

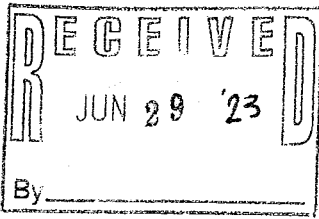
Committee Member, House Health, Human Services and Elderly Affairs

Finance Chair, Merrimack County Republican Committee

yury.polofov@leg.state.nh.us

603-587-1575





1465 Hooksett Road Unit 399
Hooksett, NH 03106
June 21, 2023

Town of Hooksett Planning Board
35 Main Street
Room 201
Hooksett, NH 03106

Dear Mr. Stelmach and Planning Board Members,

I am writing to request that you **DENY** the amended commercial site plan on Thames Road submitted by Ridgeback Self Storage, LLC. I have attended both meetings so far and have heard and agree with the concerns of my neighbors and residents of the Villages of Granite Hill. My main concerns are the noise of the buses, light pollution and my property value.

Our unit is the last unit on Maidstone Road. We overlook the pond that is lined with birch trees. The location is quiet and serene. As a result, our unit is one of the more desirable units in the Villages. When we first moved in, there was construction being done in the evening. I'm not sure of the exact location but it was not in Granite Hills or on the abutting property. Since sound is amplified over water, I could clearly hear the constant beeping of the backup alarms on the construction vehicles until 10 pm. Fortunately, the construction is complete.

The site for the bus terminal is right next to the pond. The pond will amplify the back up alarms and make it sound like there are 35 buses in my living room! Plus, this will be happening several times a day for 35 buses! I appreciate the developer trying to decrease the bus noise with fencing and landscaping. However, this type of mitigation will not reduce the amplification from the pond.

One of the things that attracted us to Granite Hills was the low lighting. We like seeing the stars at night. A bus terminal will require increased lighting for safety and security. Even if downward lights are installed, having a brightly lit parking area across from our unit will detract from the attractiveness.

Right now, the birches on the pond are fully leafed-out and provide a sight barrier to the proposed bus terminal. However, for the other 6-7 months when the trees are bare, our unit will be looking at 35 bright yellow buses rather than a serene, pastoral view.

When you add up the noise levels, light pollution, loss of natural view, and other points made by our residents, our unit is now less desirable. Less desirable means **lower property value**.

I recognize that the town of Hooksett needs a location for the buses, but **Granite Hill is not the place!** It may seem like an easy, quick solution, but it negatively impacts many residents. There are other locations that are better suited for a bus terminal - not a residential neighborhood!

I strongly recommend that you deny this amended site plan!

Thank you for your commitment to Hooksett.

Sincerely,

Alice A. Mullen
Villages at Granite Hill Unit 399

Bridgette Grotheer

From: Contact form at Hooksett NH <cmsmailer@civicplus.com>
Sent: Sunday, July 2, 2023 4:04 PM
To: Bridgette Grotheer
Subject: [Hooksett NH] NO to Busses in Granite Hill (Sent by Jessica Huard, Huard.jess@gmail.com)

Hello bgrotheer,

Jessica Huard (Huard.jess@gmail.com) has sent you a message via your contact form (<https://www.hooksett.org/user/5481/contact>) at Hooksett NH.

If you don't want to receive such e-mails, you can change your settings at <https://www.hooksett.org/user/5481/edit>.

Message:

As a 20 year resident here in Granite Hill I beg of you to not allow this bus depot to be located in Granite Hill. A commercial property would make more sense. This will be in families backyards not to mention the costs that we the residents will have to cover for damage to our roads. Please do not approve this.

Bridgette Grotheer

From: Philip Fitanides <doctornitro10@gmail.com>
Sent: Wednesday, June 28, 2023 2:19 PM
To: Andrew Sylvia; Tony Lacasse; Andre Garron; Bridgette Grotheer; Kathy Lawrence; Jim Sullivan; Jocarol Woodburn; Kevin Landrigan
Subject: Fwd: Villages at Granite Hill Condominium Association, Inc.

FYI - Phil

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

From: Jarrod Williams <jarrodsWilliams@gmail.com>
Date: Wed, Jun 28, 2023 at 9:22 AM
Subject: Re: Villages at Granite Hill Condominium Association, Inc.
To: Philip Fitanides <doctornitro10@gmail.com>

Yo, just wanted to keep you in the loop. Greg Martakos (used to be on the school board, former Hooksett PD and GH resident) is meeting with SAU #15 super today. They have a fully executed contract with a company called Mansfield Energy who will be doing the on site fueling. He's getting a copy of that contract and will be sending that to me to pass onto the DES. He has also been in contact with Sheena Gilbert, who you know. She was floored when she learned of this yesterday. They straight up lied to the Planning Board. Excerpt from Planning Board meeting on 06/19

596 M. Somers: Where is maintenance and fueling going to be done.
597
598 D. MacGuire: The busses will not be fueled on site. They will be taken to normal gas station facilities.
599 The proposal was First Student is going to occupy two bays of the commercial building that would be
600 used to do routine items such as safety checks, decals, lightbulbs, stop sign adjustments, etc.. Heavy
601 engine or larger repair would be sent out.

So Sheena will be confronting them today at the site walk. I guess she is not happy at all. I let the DES know about these developments this morning. I will be calling them shortly to discuss. I believe that Sheena should speak with them directly to get some insight on that process and the requirements of the AoT Permit. Which is no outside work and no onsite fueling. Grappone has been caught in a big lie on this.

Jarrold

On Tue, Jun 27, 2023 at 9:06 PM Jarrod Williams <jarrodsWilliams@gmail.com> wrote:
Will do. I just learned that they have a contract with Mansfield Energy for onsite fueling. When I spoke with the DES today thier permit prohibits on site fueling. I need to contact the State again tomorrow morning and fill them in on this development. These people are lying cheats.

On Tue, Jun 27, 2023, 9:01 PM Philip Fitanides <doctornitro10@gmail.com> wrote:
Will send letter tomorrow and follow with more - I need your help - Phil

On Tue, Jun 27, 2023 at 1:57 PM Jarrod Williams <jarrodsWilliams@gmail.com> wrote:
Phil:

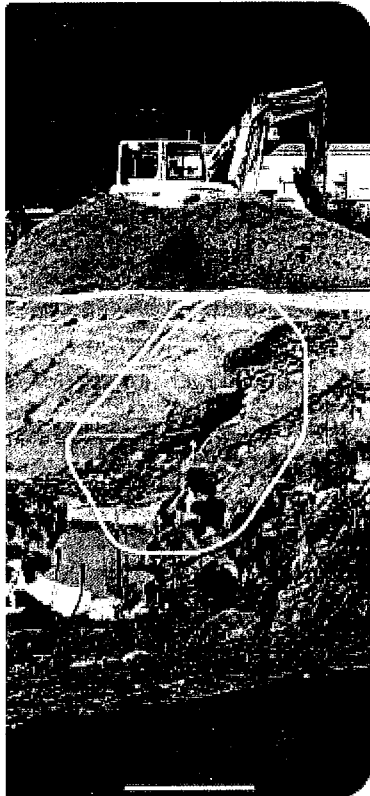
Here are copies of the plans that I got from the DES. One is from 06/21 and one from Today. Allan at Cedar Management called the town to get a copy of the site plans and they don't even have a set of plans from Dubai yet. Why the town doesn't even have a set on file makes no sense to me. But apparently they are supposed to be getting a set today, at least that is according to Doug MacGuire from Dubai (the Design Engineer for this project.). But I

guess that is par for the course with the Town. It's not a complete set, just what the State required. I have not had a chance to work on a letter. I've spent most of the day on the phone with the State and gathering docs and answering questions from Granite Hill residents. Keep these on file. I set to Cedar Management. We want to make sure these match what they send to the town. Fact check them....

Jarrold

On Tue, Jun 27, 2023 at 10:25 AM Jarrod Williams <jarrodswilliams@gmail.com> wrote:
My wife just sent me this:

Phil should see all this



I'm guessing also this crack shouldn't be there

On Tue, Jun 27, 2023 at 9:52 AM Jarrod Williams <jarrodswilliams@gmail.com> wrote:
Will do. Yes she is doing much better. They had to remove a couple of teeth and stitch her lip back to the gum line. They gave us some anit-biotics and pain meds for her. She seems almost back to normal already. She was out of it all day Sunday from the surgery. But she's bouncing back pretty quickly for a 14 year old dog. She's older than she knows she is. So when she jumped out of the truck I think her old legs couldn't hold her and face planted. It was pretty terrible when it happened, a lot of blood just pouring out of her mouth. But \$1,000 later and she's almost like new. We're in the wrong business, fixing up pets seems to be profitable one LOL!!!!

On Tue, Jun 27, 2023 at 9:43 AM Philip Fitanides <doctornitro10@gmail.com> wrote:
Good Morning Jarrod,
I hope Your Pooch is recovering ! - Stay in touch will help all I am able, call or email anytime ! Tell me what You would like for information too!! - Phil

On Tue, Jun 27, 2023 at 8:12 AM Jarrod Williams <jarrodswilliams@gmail.com> wrote:

Still trying to work on a full letter with all the information. We had a couple sales people off yesterday. So I had to cover their work and we got very busy here. I'm sure you can relate with the Fireworks season in full swing. But I'm hoping to get some time to work on this today.

Thanks!

Jarrod

On Mon, Jun 26, 2023 at 11:24 AM Philip Fitanides <doctornitro10@gmail.com> wrote:

Dave, Jarrod - Phil

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

From: <cedarmgt@comcast.net>

Date: Mon, Jun 26, 2023 at 10:23 AM

Subject: RE: Villages at Granite Hill Condominium Association, Inc.

To: Philip Fitanides <doctornitro10@gmail.com>

Philip

The easement deed for this property is dated in 1989, and different from the 1988 info.

See attached.

Thanks

Allan

From: Philip Fitanides <doctornitro10@gmail.com>

Sent: Sunday, June 25, 2023 6:05 PM

To: CEDARMGT@comcast.net

Subject: Villages at Granite Hill Condominium Association, Inc.

The original terms of Your easements granted in 1988 to Washington Development Co. appear to have been violated because it refers to condominiums repeatedly, yet now they want to build a bus depot and it appears to have approval from the Town of Hooksett. Are You aware of this? A concerned Neighbor!

Philip Fitanides

1407 Hooksett Road

Hooksett, NH 03106

Telephone 603 606 2827

From: Greg Martakos <gmartakos@kbwfinancial.com>
Sent: Tuesday, June 27, 2023 8:40 PM
To: Andre Garron <agarron@hooksett.org>
Cc: cedarmgt@comcast.net
Subject: Ridgeback Opposition Letter to the Planning Board

Hi Andre,

I would like to have this letter presented to the Planning Board.

To the Hooksett Planning Board,

I know many of you know me, and I have spoken at the last two meetings, but I wanted to put something in writing as well to have on record.

I am in opposition of the Bus Terminal proposed at the Granite Hill site. I have been to the last two meetings and have heard the Project Manager talk about how this won't impact the residents at Granite Hill, and that this is good for the community.

First and foremost, there have been so many inconsistent statements made by the Project Manager for Mr. Grappone. Mr. Grappone is only thinking about the monetary results for his bottom line by leasing out his property. Chris Ware., the Realtor who wrote the letter making the assumption that our property values would not decrease, is working under the same Broker that David Grappone practices under. I am looking into potential ethical violations for doing so. Mr. Ware has had zero transactions in Granite Hill and does not know firsthand if this will impact the resell values of our residences. We have a handful of realtors that live here and every one of them has said this will absolutely impact the resell value of our homes which once again contradicts the statements made by the developer for Ridgeback.

As I have mentioned during the meetings, Thames Rd. is a PRIVATE road, therefore a commercial operation should not be allowed to use our **PRIVATE** roads. The easement in question was allowed to have **access** to the property, therefore it is the property owner, this being Mr. Grappone, to figure out a way for this COMMERCIAL operation to enter into his property. Mr. Grappone has direct access to Hooksett Rd. via a driveway that leads to both properties but has chosen to use the easement because it would cost him less money than having to install a bridge over the wetlands on the property.

The Supreme Court has ruled that such access cannot be a burden on the adjacent property owner. I don't see how 35 Commercial Buses coming and going at all hours of the day will not create a burden on the residents of Granite Hill. One thing that was not taken into consideration during their traffic study was what happens when residents are fed up with waiting to get out of Granite Hill's south entrance and now migrate to the north entrance, causing another traffic issue at the north entrance.

Ridgeback has consistently dodged direct questions with answers like typically, maybe, normally. They originally said there would be no maintenance being done on the property, which at the last meeting they came out and said general maintenance would be performed. **They said the buses "would be fueled at the gas stations" which I recently learned they have a contract that has been executed with Mansfield Energy to fuel the buses on site, which is another deceiving answer from them.** This alone should be grounds for not approving this project.

The Code Enforcement Officer has said that buses fall under an automobile. An automobile is described as:

Section 259:80 - Private Passenger Automobile -

"Private passenger automobile," as used in RSA 264:16, shall mean:

I. A motor vehicle of the private passenger, station wagon, or motorcycle type that is not used as a public or livery conveyance for passengers and is not rented to others; or II. Any other 4-wheel motor vehicle with a gross weight not exceeding 9,000 pounds which is not principally used in the occupation, profession or business of the insured other than farming.

RSA 259:80

Amended by 2016 , 112: 2, eff. 7/19/2016.

RSA 268:15-b, I. 1971, 553:2; 577:1. 1981, 146:1, eff. Jan. 1, 1982. 2016, 112 : 2 , eff. July 19, 2016.

This is MUCH different than a commercial motor vehicle which is defined as:

259:12-e Commercial Motor Vehicle. –

I. "Commercial motor vehicle" shall mean a motor vehicle or a combination of motor vehicles, used in commerce, to transport passengers or property if:

(a) The vehicle has a gross vehicle weight rating of 26,001 pounds or more;

(b) The vehicle has a gross combination weight rating or actual weight of 26,001 or more pounds, inclusive of any towed unit with gross vehicle weight rating or actual weight of more than 10,000 pounds;

(c) The vehicle is designed or used to transport 16 or more passengers, including the driver; or

(d) The vehicle is of any size and is used in the transportation of hazardous materials required to be placarded under 49 C.F.R. part 172, subpart F.

II. The term commercial motor vehicle shall not include:

(a) Emergency vehicles assigned or registered to a fire department or fire service organization when driven by fire service personnel in pursuit of fire service purposes, or returning from fire service purposes, or being driven in a parade.

(b) Recreational vehicles.

(c) Military vehicles when driven by non-civilian military personnel in pursuit of military purposes.

(d) Vehicles used exclusively for agriculture and farming within 150 miles of the owner's farm.

III. For purposes of RSA 263:93-a, "commercial motor vehicle", shall also mean a commercial motor vehicle as defined in 49 C.F.R section 390.5 and in any other federal regulations adopted by rule under RSA 541-A.

Source. 1989, 319:3. 2008, 282:1. 2010, 99:2. 2011, 28:1, eff. Jan. 1, 2012.

You **DO NOT NEED A CDL** to operate a motor vehicle, as you would with a bus. This is a commercial vehicle, and our PRIVATE roads are not designed for commercial operations.

The code enforcement officer should be retrained on the definition of motor vehicle vs. commercial vehicle because his lack of knowledge in this area could have a lasting impact on the residents of Granite Hill.

I have safety concerns that have not been addressed, instead ignored our safety concerns and addressed the trees and shrubs which legally they have to replace anyway as it is spelled out in the easement documents. We have elderly and young children that use this road daily, this would create a safety concern let alone any other noise and pollution issues.

The number of misleading statements, outright lies, and the public outpouring of opposition should be taken into consideration in your decision to approve this project. This will have a lasting impact on the 700+ taxpayers that live in Granite Hill. If this project is approved you will be causing irreputable harm to the homeowners who have enjoyed a peaceful, and quiet, place to live.

The contract that was signed with First Student is an SAU contract and specifically says that the buses need to be housed within the district. The SAU district is comprised of Hooksett, Auburn and Candia, NOT just Hooksett. In all three towns, I am sure there is a location that is better suited to house these buses that would not create a safety concern for residents in a private community, let alone the other concerns already voiced by the residents of Granite Hill and the abutting neighborhood of Gary Ave.

It is your duty to take all of this into consideration when determining if this proposal should be granted.

I hope that you make the right decision and reject this proposal.

Respectfully submitted,

Gregory Martakos
1465 Hooksett Rd. Unit 69
Hooksett, NH 03106
Cell 781.835.8671



Greg Martakos

Senior Recruiting Manager
KBW Financial Staffing & Recruiting
5 Bedford Farms Dr. Suite 304, Bedford, NH 03110
p: 603-200-4065 | c: 781-835-8671 | f: 866-313-4798 | [LinkedIn](#)
gmartakos@kbwfinancial.com

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Bridgette Grotheer

Subject:

FW: Bus Depot on Granite Hill

From: celesteoliva@myfairpoint.net <celesteoliva@myfairpoint.net>

Sent: Wednesday, June 28, 2023 11:07 AM

To: Andre Garron <agarron@hooksett.org>

Cc: cedarmgt@comcast.net

Subject: Bus Depot on Granite Hill

Dear Andre & Allan and to whom else it may concern,

Good Morning. My name is Charla Mayotte, our address is located at 18 Trent Road (the Hamlet), Hooksett NH. I have many concerns about where the Bus Depot may be located on Granite Hill:

1. It's right near Gary Road and trailers that people live in. The bus exhaust will blow into people's windows.
2. This is a private road not one that Hooksett owns. Who will maintain the road? It's not fair for Granite Hill residents to maintain a road that was not meant to have that many busses drive on it. This will increase the cost of maintaining the road!
3. Trees should have never been cut down when none of this had been fully approved. All of us on Granite Hill have to get approval through our HOA's in order to have any trees cut down. How is this fair?
4. Many people walk on Granite Hill, it's a peaceful area. This will not make it peaceful anymore.
5. The traffic light that the busses would go through isn't safe. Many cars fly through that red light on a regular basis.
6. The ground where the Bus Depot would be is very soft. How will it support busses? How will bus drivers go to the bathroom?
7. Two or three posts that have started on the Hooksett NH Community Group have been taken down. To me this is taking away free speech and discussions. This is our hill that we live on. The residents should be able to discuss if this is acceptable or not in a reasonable way.
8. This hasn't been thought out well. Where will busses fuel? Where will busses communicate to dispatch?
9. There are many other commercial areas that could be used: Kmart, over by the movie place, over by GE, Even areas by our schools could be used. WHY GRANITE

HILL? That's residential?

10. You've stirred up many people that are totally against this! If this goes through, you will have many protesting. Do you really want that in Hooksett?

Hopefully you are willing to hear my two cents and many others. I hope that you choose to move the Bus Depot to a commercial location where it should be. Not a location that will affect many residents that pay taxes to the town.

Sincerely,
Charla Mayotte

26 June 2023

Town of Hooksett, NH
ATTN: Planning Board
35 Main Street
Hooksett, NH 03106

RE: Proposed Plan for Bus Storage Off Thames Rd.

Dear Chairperson and Board Members,

I have been informed that there will be no further public input regarding the proposed bus depot off Thames Rd, but I wish to provide a few remarks in response to the meeting on 19 June 2023. Please do this taxpayer the courtesy of receiving this, which I submit in good faith.

- During the meeting, there was a representative from First Student there to speak on the operational aspect of this proposed, not approved, school bus depot/terminal. During the course of his remarks, he spoke on the fact that the busses that would be stored there would be newer models, and were characterized as "Clean Diesel" busses. As an automotive hobbyist, I audibly laughed at this notion, as unless First Student has innovated a diesel internal combustion engine that does not emit fumes whatsoever, such characterization is an attempt to mislead your thinking on the potential impact to local residents. Yes, these busses still emit gasses that are toxic to humans. In fact, you may recall automakers such as Volkswagen being fined by the Federal Trade Commission over making the exact claim of their motors being "Clean diesel". Unfortunately it is not up to you to hold them to account for making such claims, but I do ask that you disregard the notion as it is largely misleading.
- During the meetings related to this site, residents passionately spoke about how this plan would impact their lives and livelihood here in this part of Hooksett. I ask that you please excuse some of the remarks from my neighbors and fellow residents, specifically the ones that made brash and accusatory in nature. Tensions and emotions are running high as property values will be impacted by this regular increase in traffic, as noted by numerous Real Estate professionals who also spoke at the latest meeting.
- The Ridgeback representative kept reiterating that it was within your authority to approve this plan. The taxpayers of Hooksett would like to assert that it is also within your authority to deny this proposal and limit the development of this site to be for passive storage.

Respectfully submitted,

Will Anctil
1465 Hooksett Rd, Unit #49
Hooksett, NH 03106
wanctil@gmail.com | 603 540 7893

Bridgette Grotheer

Subject: FW: Thames Road bus plan issues

-----Original Message-----

From: Phyllis West <phylliseileenwest@gmail.com>

Sent: Wednesday, June 21, 2023 1:47 PM

To: Andre Garron <agarron@hooksett.org>

Cc: cedarmgt@comcast.net

Subject: Thames Road bus plan issues

I am writing again to appeal to your human side of issue aside from easements and variants on this project.

There are a couple of issues with the new plan that was submitted. First of all it was not to scale so the proposal is incorrect. We will be measuring it to get a proper scale. The new departure gate is directly behind our home now which is worse than before with the buses waiting their turns to get out of the compound.

I met with a real estate agent yesterday who feels that we could no longer sell our home and that there is supposed to be a 40 foot setback and there isn't. So again if you would like to trade homes let's.

All I heard about was what was being done to the Thames Road. What if anything is being done to address the Gary Avenue boundary? Is there going to be any security?

I also feel that you were told more inaccuracies. First of all bus drivers no longer take their buses home in between shifts. That practice was ceased a number of years ago. The other issue is that there will be training for new hires going on constantly so there will be noise all day long.

As for your traffic report it didn't address how Route 3 southbound reduces to one lane after the Thames Rd. light. I also heard that there are going to be 30 new condominiums going in across from the Brickhouse adding to the traffic as well as a new gas station who was asked if they could fuel the buses.

I believe your planning board members aren't supposed to give an opinion during the meeting yet one member did during the meeting.

I still haven't heard about any benefits of this bus compound for the residents of Hooksett. All I've heard about how it benefits Mr. Grappone.

I invite you to please come visit the site from our perspective and yard. One of your members has been here.

Thank you,

Phyllis West

45 Gary Avenue

Hooksett, NH 03106

phylliseileenwest@gmail.com

603-682-3424

Sent from my iPad

**TARBELL
& BRODICH, PA**

ATTORNEYS AT LAW



Eaton W. Tarbell, Jr.
Eaton W. Tarbell, III
Nicholas Brodich

Friedrich K. Moeckel
Shane R. Stewart
David E. LeFevre

Caroline K. Brown
Ashley K. Sheehan
Kaylee M. Howard

VIA EMAIL AND REGULAR MAIL

June 20, 2023

Christopher Stelmach, Chairman
Hooksett New Hampshire Planning Board
35 Main Street
Hooksett, New Hampshire 03106
via email to: bgrotheer@hooksett.org (Administrative Assistant Bridgette Grotheer)

Re: Ridgeback Self Storage, LLC; Amended Commercial Site Plan; Permissibility of proposed use

Dear Chairman Stelmach and Members of the Planning Board:

This law firm represents Ridgeback Self Storage, LLC (Ridgeback). At the board's Monday, June 19, 2023 hearing on Ridgeback's amended site plan application, the matter arose that this Board needs to affirmatively decide that Ridgeback's proposed amended use of its property as the school bus hub for the Town of Hooksett school district is a permitted use under Article 10-A of the town of Hooksett zoning ordinance. That matter arose because this board is empowered to make the determination in its own right since the applicable zoning ordinance, Article 10-A of Hooksett's zoning ordinance, in an innovative land use ordinance adopted pursuant to RSA 674:21, and Article 10-A(A) itself designates and vests this board with the exclusive authority to administer the provisions of Article 10-A. As explained below, Ridgeback's proposed amended use is permitted by right.

Ridgeback's property sits in Hooksett's U.S. Route 3 Corridor Performance Zoning District (PZ). Among other uses permitted by right in the PZ district are:

Automotive sales, service and repair facilities; and
Automobile parking facilities.

Town of Hooksett, N.H. Zon. Ord., Art. 10-A(E)(16) and (17), p. 43 (2021). Hooksett's zoning ordinance does not provide definitions of either permitted use. *Id.* at Art. 10-A. And, Hooksett's zoning ordinance does not provide definitions for "automotive" or "automobile." *Id.* at Art. 22, p. 137-44 (definitions). When interpreting a zoning ordinance "the words and phrases of an ordinance should be construed according to the common and approved usage of the language. When the language of an ordinance is plain and unambiguous, [one] need not look beyond the ordinance itself for further indications of legislative intent. Moreover, [one must] not guess what the drafters of the ordinance might have intended, or add words that they did not see fit to include." *Batchelder v. Town of Plymouth Zoning Bd. of Adjustment*, 160 N.H. 253, 256-57

(2010). Accordingly, the first thing one must do is discern the meaning of the terms “automotive” and “automobile” by their plain and ordinary meaning. *Batchelder*, 160 N.H. at 257.

The word “automotive” is an adjective. *Merriam Webster*, <https://www.merriam-webster.com/dictionary/automotive> (last viewed June 20, 2023). It is axiomatic that adjectives modify nouns. Merriam Webster defines “automotive” as: 1: Self-propelled; 2: of, relating to, or concerned with self-propelled vehicles or machines. Merriam Webster defines the noun “automobile” as “a usually four-wheeled automotive vehicle designed for passenger transportation.” <https://www.merriam-webster.com/dictionary/automobile> (last viewed June 20, 2023). With respect to the permitted use of “Automotive sales, service and repair facilities” and using the plain and ordinary meaning of the adjective “automotive” one discerns that that permitted use means “the sales, service and repair facilities” associated with “self-propelled vehicles or machines.” Similarly, the permitted use “Automobile parking facilities” means “parking facilities” for “four-wheeled automotive vehicle designed for passenger transportation.”

In this case Ridgeback proposes to use its property for the parking and light service of school buses that will provide transportation for the town of Hooksett schools. True, school buses have more than four wheels, but undeniably school buses are self-propelled vehicles designed for the transport of a particular kind of passenger: school children. The conclusion that school buses comport with the definitions of “automotive” and “automobile” is most clearly revealed when one considers the definition of “school bus.” Merriam Webster defines “school bus” as “a vehicle used for transporting children to or from school or on activities connected with school.” <https://www.merriam-webster.com/dictionary/school%20bus>. That “automotive” and “automobile” mean and include school buses is a commonsensical conclusion consistent with Hooksett’s zoning ordinance. Furthermore, the term and definition of “automobile” reveal it is a term distinct from “truck.”

Merriam Webster defines the noun “truck” as:

1. a wheeled vehicle for moving heavy articles: such as
 - a. a strong horse-drawn or automotive vehicle (such as a pickup) for hauling;
 - b. an automotive vehicle with a short chassis equipped with a swivel for attaching a trailer and used especially for the highway hauling of freight also a truck with attached trailer;
 - c. a small barrow consisting of a rectangular frame having at one end a pair of handles and at the other end a pair of small heavy wheels and a projecting edge to slide under a load called also hand truck;
 - d. a small heavy rectangular frame supported on four wheels for moving heavy objects;
 - e. a small flat-topped car pushed or pulled by hand; and
 - f. a shelved stand mounted on casters

Tarbell & Brodich Professional Association

June 20, 2023

Correspondence to Christopher Stelmach, Chairman Hooksett New Hampshire Planning Board

Re: Ridgeback Self Storage, LLC; Amended Commercial Site Plan; Permissibility of proposed use

Page 3 of 3

<https://www.merriam-webster.com/dictionary/truck> (last viewed June 20, 2023). Comparing the term “truck” to “automobile” what is inescapable is that the term *automobile* contemplates *passengers*, whereas the term *truck* contemplates *freight*. In this respect, the terms “automobile” and “truck” as they appear in Hooksett’s zoning ordinance are properly reconciled by understanding that a truck terminal, *see* Hooksett Zon. Ord., Art. 11(B)(1)(b); Art. 13(G)(1)(c); and Art. 16(G)(1)(c) (“truck and/or freight terminals”), relates to trucks and their freight, not passenger automobiles. Therefore, not only is Ridgeback’s proposed amended use permitted by right under Art. 10-A(E)(16) and (17), but also even under Art. 10-A(E)(5) because Ridgeback’s proposed use is a commercial service establishment.¹

Thank you for your time and attention to this matter.

Sincerely,



Friedrich Moeckel

¹ “Establishment” means “a place of business or residence with its furnishings and staff; a public or private institution.”

From: Adam Hansen <adamhansenm@gmail.com>
Sent: Tuesday, June 20, 2023 9:41 AM
To: Andre Garron <agarron@hooksett.org>
Cc: Cedar Management <Cedarmgt@comcast.net>
Subject: Bus terminal

Hello ,

My Name is Adam Hansen , I live in granite hill villages , my address is 1465 hooksett road unit 211 , I bought my condo 3 years ago paid top \$\$\$\$ for this condo , I pay in taxes yearly around \$4500 for a small tiny condo , I can not and won't accept that a BUS TERMINAL will be next to my condo where is my 9 years old boy and his friends walk to the pool almost every day from may- September , the whole community is on a big risk now , between quality of life , health risk, big safety concerns about who knows who will be going in and out through this private community , I was totally shocked yesterday hearing some of the planning board members asking about trees and just ignoring the risk on our health and safety, **I just can't believe how much we pay in taxes between granite hill , granite height and the mobile homes community and still NO ONE LISTEN to us!!!!**

Our taxes goes up every year with no improvements , like ZERO improvements.

The applicant trying to get all the approvals to sell the land with the contract(the bus contract) because he is stuck , you guys can't see that ??

Citizens health and safety is really important , more important than the revised plan with more trees and a fence !!!

It's a private road , they can use other locations as a bus terminal . I can't believe that these guys from ridgeback LLC keep changing everything in every meeting , one time there is no maintenance work , the meeting after they will have a mechanic there .

I would like to know why at the beginning of the meeting (6-19-2023) you guys said you will vote and then decided not to ?

Our time is valuable .

Again, our health and safety is way more important than having a bus terminal in granite hill .

Please check below minutes from hooksett school district talking about First student bus company in case they can't get the approval for the granite hill location that first students have at least two other alternatives .please check below the screen shot from that meeting ,if they have other alternatives that won't affect the citizens at granite hill and granite height and the mobile home community, why not to go ahead with one of these alternatives??

Also please find below that first student already advertising for hiring drivers for 1461 hooksett road location even before getting the approvals from the hooksett planning board ? did the board gave first student a verbal approval or something ?

I can write all day , I hope you guys do the right thing for more than 500 families living in peace and in a clean and safe environment.

New Hampshire School Administrative Unit #15

90 Farmer Road
Hooksett, New Hampshire 03106-2125
Telephone (603) 622-3731 Fax (603) 669-4352

Margaret W. Polak
Assistant Superintendent

William J. Rearick
Superintendent of Schools

Cory Izbicki
Business Administrator

Hooksett School Board Update

June 6, 2023

Last month I met with the SAU 15 administrators where we developed the teacher's 2023-2024 Professional Development Schedule. The schedule will contain all the professional development activities that will take place during the course of the school year. Once the schedule is finalized, it will be shared with every teacher in the SAU in order to keep teachers informed of what is taking place in each of the three school districts.

First Student has reported that at present, there are 30 drivers scheduled to work next year. This number includes current STA drivers, transfers, and new hires. Last month's Hooksett Planning Board meeting was postponed which means the Facility Plan will be reviewed at their June 5th meeting. If for someone reason, the approval process takes longer than expected, First Student is looking at the Kmart parking lot, the Hackett Hill Auction site and Regal Cinemas as possible locations for the buses. All three of these sites are located in Hooksett.

At last week's SAU 15 School Board meeting, Meg Largy was appointed as the new Director of Curriculum, Instruction and Assessment for SAU 15. For the past five years, Meg has served as the Director of Math, Accountability and Assessment for the Hooksett School District. Prior to

https://workatfirst.com/job-search/?_channelid=402&q=8&loc=new%20hampshire&locations=8&categories=Bus%20Aide%2FMonitor%7CDrivers%7C...



JOB SEARCH

MY APPLICATION

HOME

WHY FIRST

DIVISIONS

OUR PEOPLE

OUR OPPORTUNITIES

▼ School Bus Driver

Req ID: 45771

Location

153 Burke Street
Nashua, New
Hampshire 03060 USA

Categories

Drivers

Division

First Student

APPLY NOW

▼ School Bus Driver

Req ID: 45757

Location

97-B Epping Road
Exeter, New Hampshire
03833 USA

Categories

Drivers

Division

First Student

APPLY NOW

▼ School Bus Driver

Req ID: 45485

Location

1461 Hookset Road
Hookset, New
Hampshire 03106
United States

Categories

Drivers

Division

First Student

APPLY NOW

▼ School Bus Driver

Req ID: 45732

Location

49 Whittemore Farm
Swansey, New
Hampshire 03446 USA

Categories

Drivers

Division

APPLY NOW

Bridgette Grotheer

From: Philip Fitanides <doctornitro10@gmail.com>
Sent: Wednesday, June 28, 2023 2:22 PM
To: Sheena Gilbert; Bridgette Grotheer; Bruce Thomas; Andre Garron; Jim Sullivan; Andrew Sylvia; Kevin Landrigan
Subject: New Revision Ridgeback

Good Afyternoon Sheena,

The surrounding neighbors and abutters have a significant stack of information and complaints regarding this matter, would You please look at this - we need to take some type of drastic action - this project has some suspect Llc filings. I was made aware of a new LLC filing under Mr.Grappone for a "1461 Hooksett LLC" and the same day a filing of a "1465 Hooksett Realty LLC" that I'm told is traceable to the Commercial Fleet Manager of Merchant's Auto. This information has not been confirmed, but certainly submits to detailed inspection - Changes of addresses and all kinds of nefarious underhanded tricks the New Hampshire Attorney General's Office Consumer Protection, Anti Fraud Division should be made aware of. Michael Schlosser (NH DES) is on the ball, but he and NH DES, may be totally unaware of what they are dealing with.

When this was originally under review of the conservation commission in 2006, the usage was for indoor storage of personal goods, since then it's morphed into boats, RVs, and much more! The newly proposed plan before the planning board is for an NH SAU Contract, already signed, to maintain service and operate a school bus fleet for the NH Department of Education through the NH SAU, with diesel motors. They will be doing vehicle maintenance and State Inspections in the contractor bays, motor work, tire changing, and of particular note, oil changes, grease jobs, antifreeze changes and drainage. Does this new unapproved hazardous material facility in a wetland meet the requirements for these uses? Where is the new and used oil to be stored; Is there any spill mitigation plan, are there grease traps, and special treatment concrete containment areas in the ground that may be commercially serviced, state inspected, and pumped out monthly?? There are too many unanswered questions here, considering the project is built to be live on a wetland site, it is extremely prudent for the town to review this. NH DES Engineers issued an official stop to any more construction through NH DES, there should never have been any unauthorized fleet construction started; how did this happen?

"Ridgeback Storage" is forcing their way for this, changed addresses and access points, more Llc's, and over 150 Hooksett Citizens are "up in arms" over this debacle! The 20+ bus fleet with storage parking for 95 more cars, boats, trailers, tractor trailers, motorhomes, junk cars, will substantially pollute all residential air at the Granite Hill Condominiums, trailer park, neighbors, and surrounding businesses, Flora and Fauna, Peters Brook, and the rest of the Town of Hooksett; bus back up alarms all going off at once in the mornings and evenings, light pollution from all the headlights, any students brought there?. - Please advise what may be done now to avert this travesty, may we have an Emergency Conservation Meeting?? - Phil

The site will require a source control plan in accordance with the AoT rules.

The applicant applied to the AoT permit on 10/11/2022
The Planning Board approved the "Storage Facility" on 10/17/2022
The State of NH DES sent a RFMI to the applicant on 11/22/2022.

This RFMI was not responded to until 06/06/2023, only after a formal complaint was filed by a citizen with the DES and it was made clear that no permit was issued and no construction should have ever been started.

The deadline to respond to the second RFMI or request a time extension was 06/20/2023. They requested a 60 day extension to get information to the state required for completing the permit review.

"Ridgeback Storage" was 6 or 7 room personal belongings storage Project started in 2006, should have come back to the Hooksett Conservation Commission every time they made a major alterations to their many additional plans, last time was:

Hooksett Conservation Commission Minutes

Monday, November 14, 2022, V, line 22 Consent Agenda.

Line 22: 1. DES Alteration of Terrain Permit (AOT), Application, 1461 Hooksett Road, Map 18, Lot 49-D.

Line 27: Phil: 1461 Hooksett Road AoT Permit, did it come before us?

Line 28: Cindy: I am not sure.

On July 17, the official vote will take place by the Hooksett Planning Board. we should have a meeting to discuss this and any potential liability to the Town?

Jarrold Williams wrote this on Facebook....

Hooksett planning board will be voting on a proposed Bus Depot that will use Granite Hill private roads. The Bus Depot lot is across from the Pool and Recreation area. residents will have to pay for the additional maintenance and road repairs that the roughly 3 million pounds per day that 35 buses coming and going will generate. These will be paid for in the form of higher condo fees. Toxic Diesel exhaust will blow directly at the residents homes on Gary Ave, located only feet away while the buses sit idling to warm during the winter. Noise pollution from 35 back up alarms will blare in the early morning hours causing disturbance to residents peace. Traffic on Hooksett road will increase with 35 buses pouring out of Granite Hill each day. The developer will get a 25% tax credit for 5 years on the property and a lucrative bus contract. Does this sound fair? Post your thoughts. Town will vote on 07/17.

On Fri, Jun 23, 2023 at 12:48 PM Philip Fitanides <doctornitro10@gmail.com> wrote:
Good Morning Cindy,

The surrounding neighbors and abutters have a significant stack of information and complaints regarding this matter, would You please look at this - we need to take some type of drastic action - the project has about 25 Llc's - Changes of addresses and all kinds of underhanded tricks the New Hampshire Attorney General's Office Consumer Protection, Anti Fraud Division should be aware of. Michael Schlosser (NH DES) is on the ball, but he may be totally unaware or what he is dealing with - 20 or more busses Depot with repair mechanics, sevice, maintenance, parking, fueling at the local and diesel stations, storing and all the amenities that go with extensive air, noise, oil, grease and groundwater pollution and Ninety Five - (95) Boats and various Motor Homes, trucks, tractor trailers, and much, much more. "Ridgeback Storage" is forcing their way for this, changed addresses and access points, more Llc's, and over 150 Hooksett Citizens are in an uproar over this debacle! These buses will substantially pollute all air by the Granite Hill Condominiums, trailer park, and surrounding businesses, bus back up alarms all going off at once in the mornings and evenings. - Please advise what may be done to avert this, may we have an Emergency Conservation Meeting?? - Phil

The site will require a source control plan in accordance with the AoT rules.

The deadline to respond to the second RFMI or request a time extension is still 6/20.

"Ridgeback Storage" Project started in 2006, should have come back to the Hooksett Conservation Commission two or more times, after many alterations to their plans, last time was:

Monday, November 14, 2022, V, line 22 Consent Agenda, Hooksett Conservation Commission Minutes.

Line 22: 1. DES Alteration of Terrain Permit (AOT), Application, 1461 Hooksett Road, Map 18, Lot 49-D.

Line 27: Phil: 1461 Hooksett Road AoT Permit, did it come before us?

Line 28: Cindy: I am not sure.

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The original terms of Your easements granted in 1988 to Washington Development Co. appear to have been violated because it refers to condominiums and housing for the Elderly repeatedly, yet now they want to build a bus depot and it appears to have approval from the Town of Hooksett. We have the 1989 updated version too !! Phil

