



**TOWN COUNCIL AGENDA  
Regular Meeting  
Wednesday, April 11, 2018  
6:00 PM  
Council Chambers**

**1. CALL TO ORDER**

**2. PROOF OF POSTING**

**3. ROLL CALL**

**4. PLEDGE OF ALLEGIANCE**

**5. SPECIAL RECOGNITIONS**

5.a Hooksett Municipal Employees - New Hires

**6. SCHEDULED APPOINTMENTS**

6.a Conservation Commission Activity Update

6.b Zoning Board of Adjustment Activity Update

6.c Matt Lavoie, Code Enforcement Officer - Hooksett Blight Properties

**7. APPROVAL OF MINUTES**

7.a Public: 02/28/18

[TC Minutes 022818-U \(2\).docx](#)

7.b Non-Public: 03/14/18

7.c Public: 03/28/18

[TC Minutes 032818-U.docx](#)

7.d Non-Public: 03/28/18

**8. AGENDA OVERVIEW**

**9. PUBLIC HEARINGS**

**Anyone requesting auxiliary aids or services is asked to contact  
the Administration Department five business days prior to the meeting.**

## **10. CONSENT AGENDA**

10.a Motion to accept the contract stipend reimbursement of \$4,995 from the State of New Hampshire Police Standards and Training Council, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b: III(b) and to return the funds to the Police Department's 2017-2018 fiscal budget under the wage line.

[Staff Report - PSTC Stipend Reimbursement.docx](#)

[20180323145852161.pdf](#)

10.b Accept the donation of a Cheever Painting valued under \$5,000 from the Hooksett School Administrative Unit to the Town of Hooksett per RSA 31:95-e II

[staff\\_report\\_-\\_accept\\_painting\\_donation.docx](#)

## **11. TOWN ADMINISTRATOR'S REPORT**

## **12. PUBLIC INPUT - 15 MINUTES**

## **13. NOMINATIONS AND APPOINTMENTS**

## **14. 15 MINUTE RECESS**

## **15. OLD BUSINESS**

15.a 48 Pine Street Map 5 Lot 86

[Staff Report - 48 Pine St..docx](#)

15.b Rte. 3A & Hackett Hill Road Roundabout Update

15.c New Pedestrian Bridge Update

## **16. NEW BUSINESS**

16.a Discussion on Town Event Permitting Process

[Staff Report - Event Permitting Process Discussion.docx](#)

16.b Public Works Director Job Description

[Staff Report PW Director Job Description 041118.docx](#)

[PW DIR 041118.docx](#)

16.c Town Council Public Hearings & Roll Call Votes

[Staff Report - Town Council Public Hearings-Roll Call Votes 041118.docx](#)

**Anyone requesting auxiliary aids or services is asked to contact the Administration Department five business days prior to the meeting.**

16.d Legislative Update - SB384 Town Meetings  
[Legislative Public Hearing SB 438.docx](#)

## **17. SUB-COMMITTEE REPORTS**

## **18. PUBLIC INPUT**

## **19. NON-PUBLIC SESSION**

19.a NH RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her.

19.b NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.

## **20. ADJOURNMENT**

## **Public Input**

1. Two 15-minute Public Input sessions will be allowed during each Council Meeting. Time will be divided equally among those wishing to speak, however, no person will be allowed to speak for more than 5 minutes.
2. No person may address the council more than twice on any issue in any meeting. Comments must be addressed to the Chair and must not be personal or derogatory about any other person.
3. Any questions must be directly related to the topic being discussed and must be addressed to the Chair only, who after consultation with Council and Town Administrator, will determine if the question can be answered at that time. Questions cannot be directed to an individual Councilor and must not be personal in nature. Issues raised during Public Input, which cannot be resolved or answered at that time, or which require additional discussion or research, will be noted by the Town Administrator who will be responsible for researching and responding to the comment directly during normal work hours or by bringing to the Council for discussion at a subsequent meeting. The Chair reserves the right to end questioning if the questions depart from clarification to deliberation.
4. Council members may request a comment be added to New Business at a subsequent meeting.
5. No one may speak during Public Input except the person acknowledged by the Chair. Direct questions or comments from the audience are not permitted during Public Input.



## TOWN COUNCIL MINUTES - UNOFFICIAL

### Regular Meeting

Wednesday, February 28, 2018

6:00 PM

Safety Center 15 Legends Drive Hooksett NH 03106

#### 1. CALL TO ORDER

Chairman James Sullivan called the meeting to order at 6:04 p.m.

#### 2. PROOF OF POSTING

Donna Fitzpatrick provided the proof of posting.

A quorum was not yet available. Chairman Sullivan called on Fire Chief Burkush to provide a brief narrative about the Safety Center and the artifact placed outside of the center. Chief Burkush welcomed everyone on behalf of himself and Police Chief Bouchard. He was accompanied by Assistant Chief Colburn and Captain Robie. He said that several years ago the Fire Fighters Association worked with the Hooksett Happy Helpers in sponsoring an outside park that includes a piece of the fallen World Trade Center on 9/11/01. He said the work is still in progress. \$18,000 was given to the project and they hope to include the artifact as part of a commemorative monument. Assistant Chief Colburn said a number of communities in NH were successful in getting pieces from the World Trade Center. It is unknown whether the piece received by Hooksett was from the first or second tower but it did support a building window.

Chief Burkush said the Safety Center doubles as an Emergency Operations Center when needed that Fire and Police share. When activated, town officials have direct contact with the state WEBEOC. Assistant Chief Colburn said EOC has to have backup and be sustainable for an undetermined amount of time. He said a year ago they applied for a grant of \$67,000 for equipment. The building required substantial upgrades in IT, furniture and the like, and they wanted the ability to use the room for training so the tables can be stacked as necessary. Some equipment was donated and DPW helped with painting. The building had to be rewired for new computers and communications systems.

Assistant Chief Colburn said that Al Dion, former EOC Director, was very instrumental in setting up and designing WebEOC which was considered state-of-the-art technology in the 1990s. He said they are now trying to get one more grant from the state to add an additional dispatch terminal. Chairman Sullivan asked if the town has ever had to activate the system. Assistant Chief Coburn said the system was activated for the Mother's Day flood a few years back and two or three other times.

#### 3. ROLL CALL #1

**In attendance:** Councilor John Giotas, Councilor Timothy Tsantoulis, Councilor James Levesque, Councilor Alex Walczyk, Councilor Robert Duhaime, Councilor David Ross [arrived at 6:30 p.m.], and Chairman James Sullivan.

**Missed:** Councilor Donald Winterton, Councilor Marc Miville

51  
52 **4. PLEDGE OF ALLEGIANCE**

53  
54 After the pledge, Chairman Sullivan adjusted the agenda to take up Scheduled  
55 Appointments, the Public Hearing, Consent Agenda, and the tour of the center.  
56

57 **5. SPECIAL RECOGNITIONS**

58  
59 5.a Hooksett Municipal Employees – New Hires  
60

61 **6. SCHEDULED APPOINTMENTS**

62  
63 6.a Town Clerk, Todd Rainier and Moderator - March 13, 2018 Town Elections  
64

65 Todd Rainier, Town Clerk, and Cindy Robertson, Moderator, came forward stating that ballots  
66 have arrived for the March 13<sup>th</sup> election; absentee ballots have all been sent out. The  
67 Supervisors of the Checklist will hold their mandatory meeting on Saturday before the  
68 election where people can register to vote. Registering to vote will then only be possible at  
69 the polls. Voting will take place at the Cawley Middle School from 6:00 a.m. to 7:00 p.m. Mr.  
70 Rainier said he will need one Councilor at the polls during the day and three at the end of the  
71 day. Councilor Duhaime said he will be at the polls during the day since he is not on the  
72 ballot.  
73

74 At 6:27 p.m., Chairman Sullivan opened the public hearing (**Agenda Item 9.a**) and read the  
75 public hearing notice to notify and explain to the public that the following warrant article has  
76 been placed on the March 13<sup>th</sup>, 2018 ballot for the town elections: Article 22 “To see if the  
77 town will vote to allow the operation of KENO within the town pursuant to the provisions of  
78 NH RSA 284:41 through 51”. No comments were made on the matter. Chairman Sullivan  
79 will close the hearing later in the meeting.  
80

81 The Chairman adjusted the agenda to receive **Public Input (Agenda Item 12)**.  
82

83 John Cooperider, along with two of his neighbors, all residents of Brook Side Community,  
84 came forward to ask the Council to consider installing a traffic regulating device at the  
85 junction of State Route 3 and either Dartmouth Street or Hunt Street. Dartmouth Street is  
86 adjacent to the Brick House. Mr. Cooperider said that Brook Side is a 55-plus community  
87 with 93 homes. Most residents are in their 70s. He said getting in and out onto Route 3 has  
88 become more hazardous with the increased traffic, and especially so in the wintertime. Mr.  
89 Cooperider said he understood Route 3 is a state road and asked for the Council’s guidance  
90 in the matter. Chairman Sullivan asked Mr. Cooperider to get in touch with Administration  
91 who can help him and his neighbors work through the process. Administration can then get  
92 back to the Council with recommendations. Mr. Cooperider left a petition which is attached to  
93 these minutes.  
94

95 Chairman Sullivan then took up **Agenda Item 10 Consent Agenda**.  
96

97 Councilor Duhaime moved to remove item 10.c from the Consent Agenda.  
98

99 *Councilor Giotas moved, second by Councilor Levesque to approve Consent Agenda items*  
100 *10.a and 10.b as presented. Motion passed unanimously, 7-0.*

Councilor Duhaime moved, second by Councilor Ross to approve Consent Agenda item 10.c to approve the recommendation of the Board of Assessors for Case Nos. 17-002 and 17-003. Motion passed unanimously, 7-0.

**Chairman Sullivan adjusted the agenda to address Agenda Item 16.b Well Radius Encroachment Easement Request by Lamontagne Builders, Inc. on a town Right of Way – 48 Pine Street.**

Jim Donison, Assistant Director of Public Works and Town Engineer, through the staff report, indicated that a request was made for a well radius encroachment easement by Lamontagne Builders, Inc. (LBI) onto the Pine Street right-of-way as part of the construction of a residential house located at 48 Pine Street, Map/Lot 5/86. The existing lot is narrow and the 75 foot well radius will extend onto the roadway right-of-way.

Steven Keach, President of Keach-Nordstrom Associates came forward stating that 48 Pine Street came to exist in its current dimension and configuration several decades ago as a result of takings by the state for construction of I-93 and associated realignment of Pine Street. An entity of LBI acquired the parcel in 2017 with the intent of constructing a single family dwelling on the land. Prior to taking title, LBI contracted with a local septic system designer who updated the design plan which was approved by the NH Department of Environmental Services (NHDES). Hooksett's Code Enforcement Officer issued LBI a building permit for residential construction in 2017.

Mr. Keach does not believe that either NHDES or the town erred. He suggested a remedy could entail LBI executing and recording a NHDES Standard Release Form which both acknowledge the protective well radius at 48 Pine Street extending beyond the boundaries of the parcel and holds the owners of the abutting property harmless in the event the well becomes contaminated as a result of the decreased setback distance. Mr. Keach asked that the Council review and approve a draft copy of the Easement Deed. If acceptable, he will have LBI sign and record the original at the Merrimack County Registry of Deeds. Mr. Keach said this action is consistent and fully compliant with applicable statute.

Councilor Ross moved, second by Councilor Duhaime, to approve a water well radius encroachment easement on the Pine Street right-of-way, with easement language to be approved by the Town Attorney, for a proposed well to be located on Map/Lot 5/86, 48 Pine Street. The well is to be constructed by Lamontagne Builders, Inc. as part of a new residential house. Councilor Tsantoulis asked if there could be ramifications later for the homeowner and whether septic was private. Mr. Keach said it's a sanitary radius; if road is discontinued it would foreclose the ability of the successor owner and that the septic is private. A vote on the motion was called. Motion passed unanimously, 7-0.

**Chairman Sullivan than took up Agenda Item 16.d Hooksett Village Water Precinct Easement Across Town Land, Map 7/Lot 18.**

Mike Heidorn, Superintendent of the Hooksett Village Water Precinct, came forward. He was accompanied by Todd Smith, Chair of the Water Precinct, and Kent Brown of Brown Surveying and Engineering, who remained in the audience. Mr. Heidorn sought the Council's support in approving an agreement between the Hooksett Village Water Precinct and the town to acquire an easement across the town land designated at Tax Map 7, lot 18. The

easement will provide for the construction of a proposed water main extension from a new tank on the west side of Route 93 to Route 3A. Councilor Duhaime said he appreciated the precinct coming before the Council and asked for more cooperation from the precinct going forward. Mr. Heidorn said they do want to get out in front of the Council a lot more than has been the case in the past. He said they have also had public information sessions held at the library. In response to Councilor Tsantoulis, Mr. Heidorn said the purpose for the construction is twofold: pressure and storage. He said the tank will hold one million gallons – five times what they currently have – and water use triples in the summertime.

*Councilor Ross moved, second by Councilor Duhaime, to approve a 30-foot wide water main easement with Hooksett Village Water Precinct across town land, Map 7, Lot 18, upon review and approval by the town attorney. Motion passed unanimously, 7-0.*

6.b Town of Hooksett Fire-Rescue Dept. Administration - Emergency Operations Center Tour and CPR/AED/First Aid Town Council Training

6.c Town of Hooksett Police Dept. Administration - Proposed Renovations Tour

Councilors toured the facility and were provided with abbreviated CPR/AED training by Captain Stalker. Captain Stalker went over what CPR does and that CPR is used 360,000 a year countrywide; Hooksett does approximately 24 to 30 per year. He said increased research has shown that chest compressions, and not so much mouth-to-mouth, are keeping people alive. He said the Fire Department conducts 15 to 20 classes for the public every year and that CPR instruction is now built into the curriculum at Cawley Middle School, done when students are in the 7<sup>th</sup> grade.

Captain Stalker said that AEDs help the chance of survival when someone goes into cardiac arrest. He said if an AED is deployed within the first minute of cardiac arrest, chances are 90 percent. Hooksett has doubled the number of AEDs; they are at the town offices, in patrol cars, schools, courthouse, library and at SNHU. Chris McMurray came up to provide a demonstration on how AEDs work. He said the first thing to do is call 911 for help; they will know if an AED is accessible, then check for responsiveness; and position hands one over the other and compress to the beat of the song Staying Alive.

## **7. APPROVAL OF MINUTES**

7.a Public: 02/14/18  
[TC Minutes 021418-U.docx](#)

*Councilor Levesque moved, second by Councilor Tsantoulis, to approve the Town Council meeting minutes of February 14, 2018, as amended. Motion passed, 6-0 [Councilor Giotas abstained].*

7.b Non-Public: 02/14/18

*Councilor Levesque moved, second by Councilor Duhaime, to approve the Town Council meeting minutes of February 14, 2018, as presented. Motion passed 6-0 [Councilor Giotas abstained].*

## **8. AGENDA OVERVIEW**

202 **9. PUBLIC HEARINGS**

203  
204 9.a Public Hearing for the Town Council to notify and explain to the public that the following  
205 warrant article has been placed on the March 13, 2018 ballot for the town elections: Article 22 "To  
206 see if the town will vote to allow the operation of KENO within the town pursuant to the provisions  
207 of NH RSA 284:41 through 51".

208 [022818 KENO Public Hearing.doc](#)

209 [KENO 2018.pdf](#)

210  
211 **10. CONSENT AGENDA**

212  
213 10.a Accept the donation of a \$250.00 donation from the Vietnam Veterans of America, Inc. to  
214 the Town of Hooksett, NH for the Hooksett Fire Rescue Department under RSA 31:95-b III (b).

215 [Staff Report - VVA donation.docx](#)

216  
217 10.b Motion to accept the reimbursement of \$972.98 from the State of New Hampshire  
218 Department of Safety, Homeland Security and Emergency Management Training & Exercise, to  
219 the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b: III(b) and to return  
220 the funds to the Police Department's 2017-2018 fiscal budget under the training and dues line  
221 400-4210-294-000.

222 [Staff Report - Reimbursement.docx](#)

223 [20180215134656402.pdf](#)

224  
225 10.c Assessing - Abatement(s) & Deferral(s)

226 [Abatements 02282018.docx](#)

227  
228 **11. TOWN ADMINISTRATOR'S REPORT**

229  
230 In Dr. Shankle's absence, Christine Soucie, Finance Director, reported the following:

- 231  
232 1) Health Trust will be hosting two meetings.  
233 2) The age-friendly community project went to Bedford, Chester, and Goffstown. AARP  
234 NH will be reaching out separately.

235  
236 Lee Ann Moynihan said the revaluation will start shortly, within the next couple of weeks. A  
237 press release will be issued to explain the process to the public and information will be  
238 available on the town website.

239  
240 **12. PUBLIC INPUT - 15 MINUTES**

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242 **13. NOMINATIONS AND APPOINTMENTS**

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244 **14. 15 MINUTE RECESS**

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246 **15. OLD BUSINESS**

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248 **16. NEW BUSINESS**

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250 16.a RFP for Telephone Services

251 [SR Telephone Services 2018.docx](#)

252 [OTT Communications.pdf](#)



Councilor Ross moved, second by Councilor Levesque, to waive the Council rules requiring three bids. Motion passed unanimously, 7-0.

Councilor Tsantoulis moved, second by Councilor Duhaime, to accept OTT Communications' three year bid for telephone services and have the Town Administrator enter into a contract with them. Motion passed unanimously, 7-0.

16.b Well Radius Encroachment Easement Request by Lamontagne Builders, Inc. (LBI) on Town Right of Way – 48 Pine Street – **Taken Up Earlier**

[staff report - 2-28-18 Well Radius Encroachment easement on Town right-of-way Pine Street - for lot 48 Pine Street.docx](#)

[48PineStreet.Well.020218.pdf](#)

[ISDS\\_eCA2017060501\\_Approved\\_Plan.pdf](#)

16.c Accept College Park Drive Sidewalk Project as complete

[staff report - feb 28 2018 Accept College Park Drive Sidewalk project as Complete.docx](#)

Councilor Tsantoulis moved, second by Councilor Duhaime, to accept the College Park Drive Sidewalk Project as complete. Motion passed unanimously, 7-0.

16.d Hooksett Village Water Precinct easement across Town of Hooksett land - Tax Map 7 Lot 18 – **Taken Up Earlier**

[staff report - feb 28 2018 HVWP easement across town land.docx](#)

[4100-02 Overall Proposed Pipeline 50-scale.pdf](#)

[4100-02 Overall Proposed Pipeline 100-scale.pdf](#)

[Letter to JDonison.pdf](#)

[Town of Hooksett Easement .pdf](#)

16.e Town Personnel Plan - Professional Development Policy for Town Employees

16.f Community Profile - 1) Pavillion and 2) Blight Properties

[Community Profile.pdf](#)

Councilor Levesque moved, second by Councilor Tsantoulis, to table agenda items 16.e and 16.f until such time that Councilor Miville is in attendance since these items were placed on the agenda at his request. Motion passed unanimously, 7-0.

Councilor Ross brought up the fact that the Animal Crackers building that has been vacant since 2001 has a roof hanging by itself and what is left of the building is a danger and something must be done about it. Chairman Sullivan asked that Administration review the regulations on properties considered abandoned and report back to the Council.

Chairman Sullivan closed the public hearing on KENO at 8:57 p.m.

## 17. SUB-COMMITTEE REPORTS

Councilor Levesque said the Recycle and Transfer Committee met last night. A gentleman from Casella attended and reported they changed their rules on what they will accept in recycled material. He said everyone is stuck with what to do with recycled material. They discussed a number of ideas but will continue with two separate pick ups. The feeling is that eventually things will ease up. Perhaps there will be no more recycling of glass because of its weight which is more expensive - \$45 a ton. Councilor Giotas said the town never made

money on glass and Diane Boyce, DPW Director, is working up some sort of public notification.

Councilor Ross again expressed his disagreement with having taken the recycling program in-house. He said it has been a “big waste of money” and has not “saved the town a dime”. He asked if any research had been done to privatizing the program. Councilor Levesque said that “once we privatize, we will never go back because we won’t have the set-up in place”. In addition, a private company will have to make a profit. Chairman Sullivan said the matter will require more discussion with Administration and the Advisory Committee and, at an appropriate time, he’ll ask the committee to be prepared for a discussion with the Council on the issue.

Councilor Giotas said that Kathie Northrup, Chair of the Heritage Commission, has done a lot of work on getting medallions done of the Lilac Bridge that come in three different colors and are for sale at \$10 each. Chairman Sullivan said the funds raised from the sale of the medallions and other items are used to finance other endeavors that the Heritage Commission has done over the years. Councilor Giotas also reported that the town has the copyright for the Hardy Book and the Commission has authorized 100 copies be printed. Chairman Sullivan said that May 20<sup>th</sup> has been designated Hooksett Heritage Day with activities planned from 11:00 to 2:00 to include a tour of the Old Town Hall and acknowledgement of Governor Head’s 100<sup>th</sup> birthday. He said Governor Head kept all the records on all veterans who served in the Civil War, he was friendly with a number of presidents, and instrumental in changing child labor laws while he was Governor. He ran for State Senate in 1878 and lost because people were writing in the wrong name Nate instead of Nathaniel, and those votes for Nate were not valid. Councilor Giotas said Joymark will convert DVDs to digital files at a lesser (more than half) cost than previously expected. Kathie Northrup has done a lot of work on this. Chairman Sullivan said Administration has been very helpful on working out the copyright issue.

Councilor Walczyk said they met with SNHU on February 15<sup>th</sup>. Brought up the issue of lights at nights and they were not aware; they are going to look into it. It was a good meeting that lasted about an hour. Toured the facilities to see what they may have to offer the town. They do want to work with the town more and keep the dialogue open. They have Career Services which might be an area to leverage. Dr. Shankle and Councilor Winterton were also in attendance.

Chairman Sullivan said two windows at the Old Town Hall came out very nice; a third window will be in very soon. The committee is looking at next steps and cost estimates for electrical, wall, and plumbing work before the end of the year. Things are moving along at a good pace.

Councilor Duhaime thanked Nick Germain for his presentation to the Parks and Recreation Advisory Committee who have a number of new members. There was a lot of emotion surrounding the fact that the Hooksett Youth Association has no one running for office. The survey is finished; there were 130-plus respondents.

Chairman Sullivan thanked Chiefs Burkush and Bouchard for hosting the meeting.

## **18. PUBLIC INPUT**

## **19. NON-PUBLIC SESSION**

356  
357 **20. ADJOURNMENT**  
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359 *Councilor Tsantoulis moved, second by Chairman Sullivan, to adjourn the meeting at 9:20*  
360 *p.m. Motion passed unanimously, 7-0.*  
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362  
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366  
367 **Note:** The town website may have attachments to these Town Council minutes for  
368 documents referred to in the minutes, reading file materials, and/or ancillary documents that  
369 the Town Council has signed as agent to expend as a result of the Council's prior approval of  
370 the documents.  
371

372 Respectfully submitted,  
373

374  
375  
376 Suzanne Beauchesne  
377 Recording Clerk  
378  
379



**TOWN COUNCIL MINUTES - UNOFFICIAL**  
**Regular Meeting**  
**Wednesday, March 28, 2018**  
**6:00 PM**  
**Council Chambers**

**1. CALL TO ORDER**

Chairman Sullivan called the meeting to order at 6:10 p.m.

**2. PROOF OF POSTING**

Dr. Dean Shankle, Town Administrator provided proof that the meeting notice was posted on 3/21/18.

Chairman Sullivan called a moment of silence for Anthony Donati, a lifelong resident of Hooksett, who recently passed away. Mr. Donati was an accomplished accordionist and active in the Hooksett community. He established the Fire Department and served as a volunteer firefighter for many years.

**3. ROLL CALL #1**

**In attendance:** Councilor John Giotas, Councilor Timothy Tsantoulis, Councilor James Levesque, Councilor Alex Walczyk, Councilor Marc Miville, and Chairman James Sullivan

**Missed:** Councilor Donald Winterton, Councilor Robert Duhaime, Councilor David Ross

**4. PLEDGE OF ALLEGIANCE**

**5. SPECIAL RECOGNITIONS**

5.a Hooksett Municipal Employees – New Hires

Dr. Shankle reported that William Porter started work as a truck driver/laborer within the Department of Public Works.

**6. SCHEDULED APPOINTMENTS**

**7. APPROVAL OF MINUTES**

7.a Public: 02/28/18

[TC Minutes 022818-U \(2\).docx](#)

*Councilor Tsantoulis moved, second by Councilor Levesque, to remove from the table approval of the February 28, 2018 meeting minutes. Motion passed unanimously, 6-0.*

*Councilor Tsantoulis moved, second by Councilor Levesque, to re-table approval of the February 28, 2018 meeting minutes. Motion passed unanimously, 6-0.*

7.b Public: 03/14/18

*Councilor Tsantoulis moved, second by Councilor Levesque, to approve the Town Council meeting minutes of March 14, 2018, as amended. Motion passed 5-0-1 [Councilor Tsantoulis abstained].*

## **8. AGENDA OVERVIEW**

## **9. PUBLIC HEARINGS**

## **10. CONSENT AGENDA**

10.a Motion to accept the grant of up to \$10,686.37 from the NH Department of Safety Homeland Security and Emergency Management, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b: III(a) and to return the funds to the Police Department's 2017-2018 or 2018-2019 fiscal budget under the overtime line.

[Staff Report - Active Shooter.docx](#)

[Audit & Grant terms.pdf](#)

*Councilor Miville moved, second by Councilor Levesque, to accept/approve the Consent Agenda as presented. Motion passed unanimously, 6-0.*

## **11. TOWN ADMINISTRATOR'S REPORT**

Dr. Shankle reported that 15 Mount St. Mary's Way, Unit #202 is subject to tax deeding for the unpaid property tax lien for the levy year of 2014. The property was given a tax waiver in May of 2017 by the Council while research was being conducted. The property owner has passed away and no probate has ever been opened for this property. Back taxes owed amount to \$22,068.74 and, according to the condominium association, there are approximately \$30,000 in condominium fees left unpaid. The condominium association has signed an agreement stating they are willing to work with the town during an auction process and will not charge the town for any condo fees for six months. Also, if the sale of the unit goes beyond six months, they are willing to work with the town so long as the town can demonstrate willingness to sell. Dr. Shankle said town counsel's recommendation is to sell Unit 202 at 15 Mount St. Mary's Way. Dr. Shankle said if the property is sold at auction with a minimum bid requirement the town would be able to recover all back property taxes as well as legal and auction fees. The amount of property taxes as of March 28, 2018 (\$22,069.74) is subject to daily interest. He expects the property will sell quickly.

*Councilor Levesque moved, second by Councilor Tsantoulis, to permit Dr. Shankle to work with the Town Attorney and an auction firm to sell 15 Mount St. Mary's Way, Unit 202 at auction, and work with the condo association if the process of sale takes more than six months. Motion passed unanimously, 6-0.*

Dr. Shankle indicated that Bonnie Smith was hired part-time as DPW secretary and one police officer, Michael Carpentier will be leaving. Mr. Carpentier was recently chosen as Officer of the Year. Donna Fitzpatrick will conduct an exit interview on April 2<sup>nd</sup>.

Donna Fitzpatrick reminded the Councilors of an upcoming Municipal Association workshop being held on several dates and locations. The closest to Hooksett will be held in Concord

on June 2<sup>nd</sup> from 9:00 a.m. to 4:00 p.m. The workshop is available to all elected and appointed officials of the town.

Ms. Fitzpatrick also indicated that the town will enjoy a 2.5 percent discount since the town is meeting its federal and state compliance with workmen's compensation claims which amounts to a total of \$11,000 in savings.

Dr. Shankle read a letter received from the Food Pantry Operating Committee thanking the Council for their continued generosity in allowing them to use space and reported on the numbers of people helped by the program.

Dr. Shankle reported that a letter from the Commissioner of the NH Department of Transportation was received indicating that Hooksett no longer has any town and state bridges on the "red list". Councilor Tsantoulis commented that the report likely doesn't include railroad bridges.

Dr. Shankle stated that there was a question raised on how a determination is made to close the town offices on snow days. He said they generally talk to Police and DPW; they watch weather reports and if enough snow is falling that requires plowing, he doesn't believe "we should be a traffic nuisance". He said recent March storms have all been major and in his six years with Hooksett, this is the first time there have been such a complaint. He said if the Council wishes to set a policy that "we're never going to be closed", the driveway will still need to be plowed. Donna Fitzpatrick added that administration also has to consider "risk management" to the town which could be very costly. Councilor Miville said "why not open on Friday; there is work to be done". Dr. Shankle said that by closing early on Friday and staying open later on Wednesday, "everybody is still getting paid for the same number of hours". He said the difference is staff used to take a half hour of their lunch paid and the other half hour unpaid. Some are now not taking the half hour unpaid lunch. Dr. Shankle said he understands the change in hours on Wednesdays and Fridays is working out well.

On the matter of training, Dr. Shankle said if the Council doesn't like a decision that he has made, or feels he has made a mistake, that should not trigger a re-write of the policy as written on Page 36 of the Personnel Policy Manual. He said that while the Council may not like the Exchange Program, he doesn't feel there is a need to change a policy because of one incident that has occurred over the last six years. Chairman Sullivan said a motion was made at the Council meeting of March 14<sup>th</sup> having to do with definitions between personal and professional development. Dr. Shankle described the difference between personal and professional development and said he didn't see a need for a change.

Councilor Miville said it is a serious matter and he is concerned that the citizens are not benefitting by professional development that includes foreign travel. He suggested that the Council consider asking more precise questions and have a plan regarding personal and professional development. He said the Council needs to get more detailed description of proposed training that is being paid for by taxpayers. Chairman Sullivan read the motion made at the March 14<sup>th</sup> meeting and said if the Council wants to change the policy, a motion is required. Councilor Miville said he will drop the subject since he doesn't have the votes.

Councilor Miville said he will be attending a meeting tomorrow at the Legislative Office Building in Concord regarding SB 384 dealing with town moderators having local control during snow storms. The hearing is at 1:15 p.m. in Room 305. Dr. Shankle said the current

law has no provision for anyone to change Election Day. He said he understands that the Secretary of State's position has been that he is not allowed to change the date of the election and this legislation would allow at least the Secretary of State to make that decision. Councilor Miville said that on bad weather days people should stay off the road and that RSA 40 allows for local control. Dr. Shankle said he believes the Secretary of State's point of view is that local control applies to town meetings. He said "once you're voting by ballot, you no longer have a town meeting; there is an election. Chairman Sullivan said the town meeting was to elect officers. Councilor Miville said "our election could have waited; safety has to take precedents".

## **12. PUBLIC INPUT - 15 MINUTES**

## **13. NOMINATIONS AND APPOINTMENTS**

Chairman Sullivan said it was time to start preparing for nominations and appointments to committees/commissions. Councilor Miville asked if most elected positions started on May 1<sup>st</sup> or was it just the moderator position whose term expired on April 30<sup>th</sup>. Dr. Shankle said administration will look at the specifics. Donna Fitzpatrick referred to Section 11.3 of the Charter.

Councilor Miville said the moderator position starts May 1<sup>st</sup> so he will have to tender his resignation as Councilor effective April 30<sup>th</sup>, though his term as Councilor goes to June. Chairman Sullivan said the Council will need to appoint a District 4 Councilor within 30 days of Councilor Miville's resignation in accord with Section 3.3 of the Charter and since one cannot serve as a Council member and moderator. He said Mr. Durand was certified as the winner. His intention would be to vote for Mr. Durand so that his term could extend beyond the two month period of May 1<sup>st</sup> through June 30<sup>th</sup> presuming Mr. Durand is willing to serve. Dr. Shankle advised to first find out if Mr. Durand intends to serve. Staff have been unable to reach him to date.

## **14. 15 MINUTE RECESS**

## **15. OLD BUSINESS**

### **15.a DRA Form MS 232- Report of Appropriations Actually Voted**

[SR MS 232 2018.docx](#)

[2018 MS-232.pdf](#)

Christine Soucie, Finance Director, came forward to indicate that the town is required to complete the State Form MS-232 that informs the state on the gross appropriations that were passed at town meeting. She said the revenues are reported to the state in the Fall.

*Councilor Tsantoulis moved, second by Councilor Miville, to accept and sign the 2018 MS-232 Report of Appropriations Actual vote totaled \$24,861,418. Motion passed unanimously, 6-0. All Councilors signed the form. Director Soucie said the estimated town share of the Tax Rate is \$7.01. This is an estimated increase of \$0.18 per \$1,000 over the current town share of \$6.83.*

### **15.b Fun-in-the-Sun 2018 Camp Rates**

[Staff Report - Fun in the Sun Base Tuition.docx](#)

Diane Boyce, DPW Director came forward to discuss with the Council the possibility of raising the tuition for the Fun in the Sun (FS) program. Director Boyce said that the Council voted to support the base tuition for the FS program for \$125 based on the budget which included a \$12,500 subsidy. The subsidy is not included in the default budget voted on by residents at the March 13<sup>th</sup> election. Director Boyce further stated that without the subsidy, tuition will have to be raised to \$135. She said if there is a deficit, funds can be taken from the recreation revolving fund. Registration for day camp will begin on Monday. Chairman Sullivan asked if the 2.5 percent savings in health could be used to cover most of the \$12,500 subsidy. Councilor Tsantoulis suggested that adding \$10 to the fee is still a viable option – still a good deal. Councilor Giotas said he was inclined to stick with the \$125 and perhaps cut out some of the more expensive trips.

Dr. Shankle said they haven't hired people; Director Boyce is still doing the work. He said the entire budget failed because of FS. This matter has frustrated him for years. He said adding FS program responsibilities to the position of DPW Director will limit the number of applicants for the position.

Councilor Miville said seeking sponsorships and fundraising could make it less costly. Parents do want the program to be self-funded. He said he is okay with using the health savings of \$11,000 provided it is a one-time occurrence. He added that people need to start saving. Councilor Giotas asked how much it cost to run the program. Director Boyce said with the new software program they are better able to monitor their time but she did not have a cost. Dr. Shankle said they are not hiring the people they need, and "we're talking about a 25 percent increase this year over last year – if that doesn't affect the number of people that come, we should raise the price." Chairman Sullivan said he was inclined to keep the fee at \$125 and decrease field trips as necessary. *Chairman Sullivan moved, second by Councilor Walczyk to maintain the cost to attend the FS at \$125. Motion passed unanimously, 6-0.*

Chairman Sullivan said sign-up starts on Monday so that in September they will know what the costs are. Director Boyce said approximately 90 campers signed up last year. Dr. Shankle said they will take everything they can out of the revolving fund and they will not subsidize.

#### 15.c Rte. 3A & Hackett Hill Road Roundabout Update

Dr. Shankle stated that they are still working on getting bids but until "we know the costs, we can't decide what to do". Chairman Sullivan asked that the Council be kept updated on progress.

#### 15.d Town Moderator - Town Board/Committee membership

Councilor Miville said he is an active participant in town affairs and he understands that as town moderator one must remain neutral but "I don't lose my right to speak". He said the town charter is prohibitive and more restrictive than state law and he will be restricted from doing anything he wanted to do. Councilor Miville said he spoke with Attorney Steve Buckley last Friday and went over all the rules.

He said he would have liked to have stayed on the Economic Development Committee. Mr. Buckley advised that he could do some private work for the chamber of commerce. He said the Council can expect him to come and speak up. He understands the Council voted to not



change the rule last year but he'd like the Council to offer a rule of reason applied to the statute. Chairman Sullivan said with Cindy Robinson it was clear that she could not serve as moderator at the same time as serving on the Conservation Commission. She preferred to continue her service on the Conservation Commission. Dr. Shankle said the charter and people have voted to have the moderator involved in nothing else in town and he doesn't think it is appropriate to start picking and choosing. Councilor Tsantoulis suggested the matter be taken up at a later date with the town attorney present.

## **16. NEW BUSINESS**

16.a Town Council Minutes - draft to final acceptance  
[Staff Report - Town Council Minutes - Draft to Final Acceptance.docx](#)  
[RSA91A-TC Minutes 032818.pdf](#)

At its last meeting, the Council asked for clarification on the process and timeline in making corrections to meeting minutes. Chairman Sullivan asked specifically if we go back several weeks to make changes to the minutes. Donna Fitzpatrick went over the current process as listed on the attached staff report.

Councilor Miville said according to Attorney Buckley, approved minutes should be attached to draft minutes and when correcting an approved version of the minutes, the third version gets attached to the draft and approved copies. Councilor Miville read Robert's Rules but Chairman Sullivan said the Council does not act in accord with Robert's Rules..

## **17. SUB-COMMITTEE REPORTS**

Councilor Walczyk said they need nominations for Youth Achiever

Councilor Giotas said a conservator is coming to look at the Indian Mural to see if it needs to be cleaned.

Dr. Shankle said a question for the Heritage Commission and Historical Society is the notion that Mount St. Mary's was built as a private residence. The fact is it was built in 1906 by the Sisters of Mercy as Mount St. Mary's College and was the first private school in NH.

Councilor Miville said the Economic Development Committee met. It was a fascinating meeting. Stephen Marro, Administrator of Merrimack County was in attendance along with Mr. McEneny, a grant writer. He pondered whether a part-time recreation director could be hired even though a full time director was not approved by residents. Dr. Shankle said the position would have to be paid for from the Recreation Revolving Fund. He said the Council approved the job but they couldn't find anyone to do it. Dr. Shankle said he would not consider doing that unless directed to do so by the Council.

Councilor Miville brought up the construction of a pavilion and that an official charge should be developed. Chairman Sullivan said the Parks and Recreation Advisory Board has been charged with considering the matter; its size, scope and cost.

Councilor Levesque said the Recycling Committee met last night. Residents have accepted pretty well placing glass with other trash. He said it seems to be "moving along all right".

303 **18. PUBLIC INPUT**

304  
305 **19. NON-PUBLIC SESSION**

306  
307 19.b NH RSA 91-A:3 II (b) The hiring of any person as a public employee.

308  
309 ***J. Sullivan motioned to enter non-public session of 03/28/18 at 8:55pm. Seconded by***  
310 ***T. Tsantoulis.***

311  
312 **Roll Call**

313 M. Miville - yes

314 J. Levesque – yes

315 A. Walczyk – yes

316 J. Giotas – yes

317 T. Tsantoulis - yes

318 J. Sullivan - yes

319 ***Vote 6 in favor.***

320  
321 *T. Tsantoulis motioned to exit non-public session of 03/28/18 at 9:15pm. Seconded by J.*  
322 *Giotas. Vote unanimously in favor.*

323 *M. Miville motioned to seal the non-public minutes of 03/28/18. Seconded by T. Tsantoulis.*  
324 *Vote unanimously in favor.*

325  
326 **PUBLIC SESSION CONTINUED AT 9:15pm**

327  
328 *J. Sullivan motioned that the Council, as recommended by the Town Administrator and per*  
329 *Town Charter Section 4.6, advises and consents to Abby Reeves for a conditional offer of*  
330 *employment as the new Family Services Director. Seconded by T. Tsantoulis.*  
331 *Vote unanimously in favor.*

332  
333 **20. ADJOURNMENT**

334  
335 *J. Sullivan motioned to adjourn the public session of 03/28/18 at 9:19pm. Seconded by T.*  
336 *Tsantoulis. Vote unanimously in favor.*

337  
338  
339  
340  
341  
342 **NOTE:** The town website may have attachments to these Town Council minute for  
343 documents referred to in the minutes, reading file materials, and/or ancillary documents that  
344 the Town Council has signed as agent to expend as a result of the Council's prior approval of  
345 the documents.

346  
347 Respectfully submitted,

348  
349  
350 Suzanne Beauchesne  
351 Recording Clerk

## Staff Report

Title: Contract Stipend Reimbursement

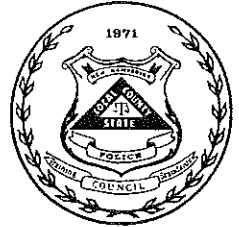
Date: 04-11-2018

Background Discussion of Issues
The Hooksett Police Department agreed to allow Sergeant Valerie Lamy to serve as Cadre for the 16 weeks of the 175 <sup>th</sup> New Hampshire Police Academy Session, held from January 2, 2018 through April 20, 2018. As part of the agreement the State of New Hampshire Police Standards and Training Council agreed to pay a stipend of \$4,995 for her services.
Recommendation (Including Suggested motion, if appropriate)
Motion to accept the contract stipend reimbursement of \$4,995 from the State of New Hampshire Police Standards and Training Council, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b: III(b) and to return the funds to the Police Department's 2017-2018 fiscal budget under the wage line.
Fiscal Impact
None
Prepared By: Captain Jake Robie
Town Administrator's Recommendation
Concur



Chief David P. Cahill  
Chairman

**State of New Hampshire**  
**POLICE STANDARDS & TRAINING COUNCIL**  
**ARTHUR D. KEHAS**  
**LAW ENFORCEMENT TRAINING FACILITY & CAMPUS**  
17 Institute Drive — Concord, N.H. 03301-7413  
603-271-2133 FAX 603-271-1785  
TDD Access: Relay NH 1-800-735-2964



Donald L. Vittum  
Director

November 20, 2017

Chief Janet Bouchard  
Hooksett Police Department  
15 Legends Drive  
Hooksett, NH 03106-1848

REF: Contract for Cadre

Dear Chief Bouchard,

Thank you for providing an officer as a Cadre in the 175<sup>th</sup> NH Police Academy. Please find enclosed the Cadre contract so that we will be able to pay your agency the \$4,995 stipend at the end of the training program on April 20, 2018. At your earliest convenience, would you please complete sections 1.11-1.13.2 on page one and initial and date each page, and return the signed copy for further processing? Thank you very much.

Sincerely,

Chief Timothy J. Merrill (ret.)  
Legal and Research Bureau

TJM/la

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name NH Police Standards & Training Council		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name Hooksett Police Department		1.4 Contractor Address 15 Legends Drive Hooksett, NH 03106-1848	
1.5 Contractor Phone Number 603-624-1560	1.6 Account Number 06-87-87-08700-66390000- 067-500557	1.7 Completion Date 06/30/2018	1.8 Price Limitation \$4,995.00
1.9 Contracting Officer for State Agency Donald L. Vittum, Director		1.10 State Agency Telephone Number 603-271-2133	
1.11 Contractor Signature <i>Janet Bouchard</i>		1.12 Name and Title of Contractor Signatory <i>Janet Bouchard - Chief of Police</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>11/27/17</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Jake Robie</i> [Seal] <i>Jake Robie Exp 4-1-18</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Jake Robie</i> <i>Jake Robie Exp 4-1-18</i>			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



**Exhibit A**

The contractor will provide an officer to serve as Cadre for the 16 weeks of the 175th New Hampshire Police Academy Session, to be held January 2, 2018 – April 20, 2018.

**Exhibit B**

Upon conclusion of the session, the contractor will be paid the sum of \$4,995.00. Such amount will be pro-rated on a weekly basis if the officer is unable to complete the entire academy session.

**Exhibit C**

The insurance provisions in paragraph 14 are waived.

Contractor Initials

Date

  
11/22/17

## Staff Report

Title: Accepting the Donation of the Third Cheever Painting

Date: 4/11/2018

Background Discussion of Issues
Hooksett School Administrative Unit in Hooksett approved the ownership transfer of a discovered third painting on November 22 <sup>nd</sup> (2017) to the Town of Hooksett. Heritage Commission facilitated the deal and acceptance of the painting is of no cost to the town. See attached for a picture. Heritage Commission is identifying it as by Abbot Cheever, who composed the murals in council chambers.
Recommendation (Including Suggested motion, if appropriate)
Motion to accept the donation of a Cheever Painting valued under \$5,000 from the Hooksett School Administrative Unit to the Town of Hooksett per RSA 31:95-e II
Fiscal Impact
None
Prepared By: Nick Germain, Project Coordinator
Town Administrator's Recommendation
Concur



Staff Report  
Well radius 48 Pine St  
4/11/18

Background Discussion of Issues
<p>Information .....</p> <p>The Town Council has been approached regarding a well location at 48 Pine Street that does not comply with the requirements of the Town of Hooksett Development Regulations because the entire 75' well radius was not located entirely within the boundaries of the premises. The Town Attorney has suggested that the Town accept the well radii release form in lieu of the previously approved well radii easement.</p>
Recommendation (Including Suggested motion, if appropriate)
<p>I recommend that the Council make a motion to accept a well radii release form in lieu of the previously approved well radii easement.</p>
Fiscal Impact
<p>No impact ???????</p>
Prepared By: Diane Boyce, DPW Director
Town Administrator's Recommendation
Concur

## Staff Report

Discussion with Town Council to discuss ways to notify abutting residents of events at Town Hall/Parks

4/11/18

Background Discussion of Issues
Dr. Shankle and myself have met with Town Hall neighbor Andy Janosz. He has asked if there was a way to help the neighborhood be better informed of Special Events and Changes made in the Donati Park area, possibly a step added to the application and permit process. The addition would be to add "Town Council Approved", which would require a Public Hearing so that the neighborhood could express their concerns and ideas.
Recommendation (Including Suggested motion, if appropriate)
I suggest that the Council have a discussion regarding the possibility of adding Town Council to the permitting process, so that the town has a public hearing regarding events.
Fiscal Impact
0
Prepared By: Diane Boyce, DPW Director
Town Administrator's Recommendation
Concur

## Staff Report

Title: Public Works Director Job Description

Date: 04/11/18

Background Discussion of Issues
<p>The last amendment to the Public Works Director job description was June 24, 2015 when the department went through a re-organization. Based on the March 13, 2018 Town election results of the Recreation Director position failing to pass by the voters, this job description now needs to be amended to add the following duties and responsibilities:</p> <ul style="list-style-type: none"><li>• Oversee the Fun in the Sun Summer Program to include any early drop-off/late pick-up programs</li></ul>
Recommendation (Including Suggested motion, if appropriate)
<p>Motion to approve the Public Works Director job description as presented.</p>
Fiscal Impact
<p>The Public Works Director is keeping track of her hours in 2018 that she is committing towards the Fun in the Sun Summer Program for future budgeting needs.</p>
Prepared By: Donna Fitzpatrick, Administrative Services Coordinator
Town Administrator's Recommendation
Concur

**Town of Hooksett Job Description**  
**Public Works Department**  
**"Director"**

**Date:** April 11, 2018

**General Position description:** Responsible for the planning, directing, conducting and administration of all functions of the Public Works Department which include all divisions within. This job description is meant to be illustrative and is in no way all-inclusive. It shall be used as a tool or guide in the job performance of the employee it applies to.

**Accountability:** Reports to the Town Administrator.

**Equipment used:** Computer, typewriter, telephone, calculator, office machines, engineering tools & software (GIS), plotter, backhoes, loaders, hand and power tools, dump trucks, plow and sanders, mowers, automated collection trucks, manual trash/collection trucks, excavator, baler, weight scale, and other light and heavy equipment.

**Environment:** Inside: 30% Outside: 70%

**Duties and responsibilities:** Except as specifically noted, the following functions are considered essential to this position. The following are indicative of the duties and responsibilities associated with this position, but are not intended to be all-inclusive.

- Organize, direct and control all resources of the department and divisions.
- Ability to attend to many items simultaneously, and/or in sequence.
- Maintain equipment and personnel at a level consistent with budget.
- Develop, present and administer departmental budget.
- Organize, maintain and administer the personnel policies and procedures of the Town and the Department.
- Oversee inspection sticker issuance process, employee(s) responsible for same, and audits as required according to policy.
- Work harmoniously with other departments, public, public agencies, the media and private organizations, and the general public.
- Thorough knowledge of the skills, methods, tools, equipment, and materials used in construction, maintenance and repair of streets, sidewalks, curbs, and related structures.
- Ability to read and interpret engineering plans and specifications; estimate and plan jobs, and prepare reports, maintain records.
- Provide direct and indirect supervision of all department personnel.
- Oversee field inspections of construction sites and subdivision developments, relative to Town roads, drainage and surveys.
- Oversee driveway inspections
- Interact and coordinate activities with other Town departments.
- Provide recommendations relative to improving services, controlling costs, and general planning.
- Assist with or operate trucks with front plow and wings, and other equipment for snow removal and other seasonal clean-up operations, on an emergency and seasonal basis.
- Oversee the Fun in the Sun Summer Program to include any early drop-off/late pick-up programs
- Perform other duties as deemed necessary and appropriate by the Town Administrator.

**Support:** Provide support to the Town Administrator by efficiently operating the Department.

**Financial Data:** Prepare, implement and oversee annual budgets. Supply bond reduction data for road, construction, new subdivision bonds.

**Computer Operation:** Daily operation of computer software and hardware such as email, memos, letters, correspondence, etc.

**Cognitive and Sensory Requirements:**

- Vision: Necessary for visual operation in all aspects of the position such as equipment use, observance of vehicle traffic, paperwork, observing safety of co-workers, public, etc.
- Hearing: Necessary for receiving instructions and for safety while working.
- Speaking: Necessary for communicating with employees, residents, and the general public.
- Taste and Smell: Necessary for detecting fumes, gases and other smells, which may indicate a hazard or a proper safety function.
- Dexterity: Necessary for operating equipment, handwriting, computer hardware operations, etc.
- Mobility: Needed to walk around the department locations, job sites, and different locations as required.

**Physical Requirements:**

Lift up to 10 pounds: regularly required.  
Lift 11 to 25 pounds: occasionally required.  
Lift 26 to 50 pounds: occasionally required.  
Lift over 50 pounds: occasionally required. Assistance may be available.  
Carry up to 10 pounds: regularly required.  
Carry 11 to 25 pounds: occasionally required.  
Carry 26 to 50 pounds: occasionally required.  
Carry over 50 pounds: occasionally required. Assistance may be available.  
Push/pull: frequently required.  
Reach above shoulder height: frequently required.  
Reach at shoulder height: constantly required.  
Reach below shoulder height: frequently required.  
Balancing: frequently required.  
Sit: three total hours per day.  
Stand: six plus total hours per day.  
Walk: four plus hours per day.  
Twisting: rarely required.  
Bending: frequently required.  
Crawling: rarely required.  
Squatting: rarely required.  
Kneeling: rarely required.  
Crouching: rarely required.  
Climbing: regularly required.

**Hand Manipulation:**

Grasping: constantly required.  
Handling: constantly required.  
Torque: occasionally required.  
Fingering: frequently required.  
Controls and equipment: Hand and power tools, light and heavy equipment, motor vehicles, office equipment, engineering tools.

**Work Surfaces:** Inside and outside surfaces. Equipment and vehicle interiors and exteriors. Rough, harsh, dangerous, wooded, flooded, ground surfaces and/or areas. Grass, dirt, gravel, mud, asphalt, concrete, linoleum, ceramic tile surfaces. Rain, snow, sleet, hail, ice and flooded areas and surfaces. Vertical and horizontal step surfaces.

**Summary of Occupational Exposures:**

- May be exposed to herbicides, pesticides, fuels, paints, solvents, hydraulic fluids, fertilizers, etc.
- May be exposed to long periods of sunlight and unfavorable climatic conditions.



- May be exposed to poison ivy, oak, or sumac; and insects such as wasps, hornets, bees, etc.
- Work in severe climatic conditions of heat, cold, wet, snow, and ice.

**Other training, skills and experience requirements:**

- Five years experience in street or highway construction and maintenance work, supplemented by technical study in management.
- Five years experience in a supervisory capacity.
- Knowledge of NH statutes relative to public highways helpful.
- Any equivalent combination of education and experience, which demonstrates possession the required knowledge, skills and abilities.

**License/Certification Requirements:**

- NH CDL-A or B drivers license.
- Minimum Bachelor of Science Degree in Civil Engineering.
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills, and abilities.

**Schedule:** Monday through Friday, 7:00am – 3:30pm. Putting in overtime for meetings and other assignments when needed or required is expected within salary.

## Staff Report

Title: Town Council Public Hearings & Roll Call Votes

Date: 04/11/2018

Background Discussion of Issues
<p>The Town Council, at their meeting of 03/14/18, discussed the subject matter of Town Council public hearings &amp; roll call votes. This subject matter has now been placed as a new business item on the Council's 04/11/18 agenda for clarification and to determine if the Town Council Rules of Procedures should be updated.</p> <p>The Town of Hooksett follows the NH State statutes (RSAs) and Town Charter in determining when a public hearing is required for agenda items before the Town Council. For Council roll call votes, it is recommended that these votes should be used anytime there is a motion based on a public hearing item AND for any monetary items in excess of \$10,000.</p> <p><b><u>In my dealings with the Town Council thus far, below are the items that require public hearings (these have a public notice in the Union Leader):</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>New or amended Town Ordinances</u></b> - notice is per Chapter 231:132-a of the NH Revised Statutes annotated, and section 3.6 of the Hooksett Town Charter</li> <li>• <b><u>New or amended Town Charter</u></b> – notice is per NH RSA 49-B:5</li> <li>• <b><u>Accept Donation/Grant/Reimbursement of Funds over \$10,000</u></b> – notice per RSA 31:95-b, III (a) (ex. 1) NHDOT Bridge Aid funds reimbursement for the Benton Road Culvert project, 2) FEMA funds for the reimbursement of February 8<sup>th</sup>, 9<sup>th</sup>, &amp; 10<sup>th</sup> 2013 severe snowstorm expenses, 3) New Hampshire Highway Safety Agency grant to allow for 18 DWI/DUI overtime patrols)</li> <li>• <b><u>Accept Donation of Property over \$5,000</u></b> – notice per RSA 31:95 e, II (ex. Catholic Medical Center in Manchester NH to the Hooksett Fire-Rescue Department and the Town of Hooksett in the amount of \$14,500.00 (Physio-Control LUCAS 2 device)</li> <li>• <b><u>New or amended Hazard Mitigation Plan</u></b></li> <li>• <b><u>Town Roadway Improvements</u></b> – (ex. project alternatives for the roadway improvements design(s) at the Hooksett Hackett Hill Road and Rte. 3A intersection)</li> <li>• <b><u>Discontinuance of Class VI Town Roadway</u></b></li> <li>• <b><u>Conservation Easements</u></b> – notice is per NH RSA 36-A &amp; NH RSA 477:45-47</li> </ul> <p><b>Note: Land use items require 10 day prior public notice in Union Leader and all other items require 7 days.</b></p> <p><b><u>Public Hearings not required, however Town may conduct out of [courtesy] (these do NOT have a public notice in the Union Leader):</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>Establishing Town Roadway Speed Limits</u></b></li> <li>• <b><u>Renaming Town Roadways</u></b> - (ex. Water Works Drive, Hooksett, NH for the closed off portion/loop of Industrial Park Dr. that will be closed off due to the GE Expansion)</li> <li>• <b><u>Potential Departmental Reorganizations</u></b></li> </ul> <p>NHMA Legal Inquiries on Town Council Public Hearings 09/25/15:  <i>"Unfortunately, we don't have an inventory of all the matters that require public hearings—we would normally verify these questions on a case-by-case basis. However, I can suggest that you take a look at NHMA's Important Dates Calendar on our website. These contain deadlines for particular matters, including notice and hearing deadlines. You would look at the SB 2 calendar and of course the General Calendar. Here is the link: <a href="https://www.nhmunicipal.org/Resources">https://www.nhmunicipal.org/Resources</a> " Also, when in doubt if a public hearing is required, we would consult with our Town's contracted legal counsel.</i></p>
Recommendation (Including Suggested motion, if appropriate)
Town Council to review the current Town Council public hearings & roll call votes process and motion to keep process as is or motion for changes; motion to include updating Town Council Rules of Procedures to add this subject matter.
Fiscal Impact
Union Leader Public Hearing notice fee – average \$200.00 per notice.
Prepared By: Donna Fitzpatrick, Administrative Services Coordinator
Town Administrator's Recommendation
Concur

From: Legal Inquiries [mailto:[legalinquiries@nhmunicipal.org](mailto:legalinquiries@nhmunicipal.org)]  
Sent: Tuesday, April 10, 2018 3:49 PM  
To: Donna Fitzpatrick  
Subject: Hooksett: Public Hearing - Timeframe to Take Action

Good Afternoon Donna:

Unless a statute (or charter) stipulates that a decision by a public body must be delayed for a period of time after a prescribed public hearing it would always be the better practice for the public body to make its decision on the day (or night) immediately after completing the required public hearing. That is when the information from the public hearing is fresh in the mind of the public body members. However, in certain instances a public body must delay a final decision until after completing a required public hearing.

When the Town Council considers the acceptance of funds under RSA 31:95-b it “shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held.” [RSA 31:95-b](#), III (a). There is no requirement in RSA 31:95-b that the Council delay action on the acceptance of the funds in question. Consequently, there really is no statutory reason under RSA 31:95-b that would require the Council to open and close the hearing at one meeting and then make a motion at your next regularly scheduled meeting. Indeed, that would not be the recommended practice.

On the other hand, when the Hooksett Town Council acts pursuant to Section 3.6 (A) of the Hooksett Town Charter to adopt a proposed ordinance, final action on the ordinance cannot be taken by the Town Council until at least seven (7) days after said public hearing.

Only when a statute or charter mandates a delay in the making of a final decision after completing a public hearing must the final decision be delayed. Otherwise, as I stated above, whenever a decision must be made after holding a public hearing it is recommended the decision be made immediately after completing the public hearing.

Stephen C. Buckley, Legal Services Counsel  
NH Municipal Association  
25 Triangle Park Drive  
Concord NH 03301  
Tel: (603) 224-7447 or  
1-800-852-3358  
Email: [legalinquiries@nhmunicipal.org](mailto:legalinquiries@nhmunicipal.org)

3/29/18

Legislative Public Hearing SB 438 Relative to the postponement of local elections  
Election Law and Internal Affairs Committee

Secretary of State William Gardner's testimony >

No provision anywhere in the current law in which anyone can postpone elections.

1942 Law defines Town elections by "official ballot"

1943 State allowed for non-partisan elections

1956 Primaries adopted

1976 Right to vote by Absentee ballot adopted and undo official ballot

Some towns have official ballots with absentee ballots allowed VS. a Town-held Meeting.

State Constitution – Town has election on a specific day if the specific town is a SB2 election.

Voting in a Town "Meeting" is different than holding a Town "Election"

Moderators can postpone a town "meeting," but cannot postpone an "election"

1998 RSA 349 Allows for postponing "deliberative session" or "Voting Day."

RSA 40:4 II 2 Duties of the Moderator if a weather emergency; RSA gives right to postpone.

Covered Town "Meeting" not "Election" -- Is the law's intention to also mean "Election" too?

Towns with town meeting can postpone, but not towns with "official ballot"

Secretary Gardner says "Elderly voters are concerned about unable to vote – I feel for them"

Suggests citizens visit Town Halls prior to election to submit absentee ballots -- on day before.

Some voters can't vote on the other day – "displaced" voters.

Article II -- Everyone has the right to vote. But he says "the law is the law."

Gardner claims currently the "Moderator has the right but not the authority to run election"

RSA 669:2 Discusses warrants on ballot – the term "election" is stated.

SB 438 "Cedes local control" – provides for Secretary of State to decide election-held decision.

Martha Fuller Clark testimony > She proposes an amendment to SB 438 referred to as #1283

SB 438 has too much "confusing language."

Proposal creates a "uniform process" to allow postponement of elections by Moderator.

Allows for elections to be held 2 weeks later and absentee ballots remain intact.

Provides another option on absentee ballot that has reason to vote due to weather conditions.

School election included – multiple school districts voting would require all towns' approvals.

Judy Silva testimony – NHMA

Moderator is directly accountable to local voters.

SB 438 term “impossible” as a requirement is a very high standard to achieve.

Polls should be accessible as possible, and not postpone only if “impossible” to get to polls.

Protecting sanctity of a specific day, not as important as allowing citizens right to vote any time.

Provision to seek permission of Secretary of State within 4 hours of town issue is unreasonable.

Amendment proposed by NHMA >

Meeting held within 2 weeks of the original date.

Need better definition between “meeting” and “election”

Should be considered same meaning for “meeting” & “election” for election of town officers.

Meeting defined that citizens are voting on town issues, not the logistics of how town is voting.

Secretary of State Gardner is attempting to break up the definitions of “meeting and election”

Moderators have been unjustifiably accused of changing dates to manipulate the vote results.

Allow for “true notice” to Secretary of State – not asking Secretary for permission to postpone.

Don’t pass judgment of Moderators decisions.

Have absentee ballots that allows for “weather condition” option to be able to vote.

Town Clerk / Moderator should monitor which towns have date changed or not.

To be a statutory requirement to hold postponed original election / meeting within 2 weeks.

Process to notify Secretary of State if postponed – notices to Public / websites / Reverse 911 / etc.

Marc Miville

