



TOWN COUNCIL AGENDA
Regular Meeting
Wednesday, April 25, 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

5.b Town Council - District #4 Councilor Marc Miville

6. SCHEDULED APPOINTMENTS

6.a Kiwanis - September Trail Race

6.b Police Chief Bouchard - new department program

7. APPROVAL OF MINUTES

7.a Public: 04/11/18

[TC Minutes 041118-U.docx](#)

8. AGENDA OVERVIEW

9. PUBLIC HEARINGS

10. CONSENT AGENDA

10.a Motion to accept the donation of \$250.00 from Wal-Mart to the Town of Hooksett for the Hooksett Fire-Rescue Dept. per RSA 31:95 b III (b)

[Staff Report Walmart 042518.docx](#)

10.b Accept the donation of \$250.00 (two \$125.00 checks) from the Wing family to the Town of Hooksett under RSA 31:95-b III (b). These funds will be applied to the Town fund and reported as revenue which will increase the Town's fund balance used to offset taxes.

[SR Unanticipated Rev under 10K.docx](#)

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

[Wing Family Donation.pdf](#)

11. TOWN ADMINISTRATOR'S REPORT

12. PUBLIC INPUT - 15 MINUTES

13. NOMINATIONS AND APPOINTMENTS

14. 15 MINUTE RECESS

15. OLD BUSINESS

15.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 (tabled from 04/11/18 Town Council Meeting)

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

[20180323145852161.pdf](#)

15.b 48 Pine Street Map 5 Lot 86 (4/11/18 Town Council Motion for Planning Board Review)

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

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

15.d New Pedestrian Bridge Update

[Staff Report - Change order 2 - ED Swett.docx](#)

[Transfer #2018-03.pdf](#)

16. NEW BUSINESS

16.a Acceptance of Bid for Installing Town wide LED Street Lights

[Staff Report - Town wide LED Street lights.docx](#)

[Transfer #2018-04.pdf](#)

[LED Bid Spreadsheet.pdf](#)

[Pine Ridge LED Bid.pdf](#)

[Power Secure LED Lighting.pdf](#)

[Affinity LED Lighting.pdf](#)

[Utility Service - Low LED Bid.pdf](#)

16.b Acceptance of Bid for Crack Sealing

[Staff Report - 2018 Crack Seal Bids.docx](#)

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

[2018 Crack seal bid-Superior Sealcoat.pdf](#)

[2018 Crackseal Bid-Sealcoating, Inc..pdf](#)

16.c Natural Gas Supply Bids
[SR Natual Gas Bid 2018.docx](#)

16.d Volunteer Appreciation Day Dinner - Selecting a Date
[Volunteer appreciation 2018.pdf](#)

16.e Town Personnel Plan Update(s) - Town Drug Testing Program
[Staff Report TPP 042518.docx](#)

[DRAFT Personnel Plan 042518.docx](#)

16.f District #4 Town Councilor Vacancy as of 05/01/18
[Staff Report TC District #4 Vacancy 050118.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

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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, April 11, 2018
6:00 PM
Council Chambers

1. CALL TO ORDER

Chairman James Sullivan called the meeting to order at 6:02 p.m.

2. PROOF OF POSTING

Dr. Shankle provided the proof of posting.

3. ROLL CALL #1

In attendance: Councilor Donald Winterton, Councilor Timothy Tsantoulis, Councilor James Levesque, Councilor Robert Duhaime, Councilor Marc Miville, Councilor David Ross, Chairman James Sullivan. Councilors John Giotas [arrived at 6:26] and Alex Walczyk [arrived at 6:06] arrived later.

4. PLEDGE OF ALLEGIANCE

5. SPECIAL RECOGNITIONS

5.a Hooksett Municipal Employees - New Hires

6. SCHEDULED APPOINTMENTS

6.a Conservation Commission Activity Update

Steve Couture, Chair of the Conservation Commission came forward. He indicated that he had served on the Conservation Commission for 19 years and thanked the Council for their continued support over the years.

Councilor Alex Walczyk arrived at 6:06

Mr. Couture highlighted a number of projects included in the Conservation Commission's 2017-18 Annual Report [attached]: Bio Control and New Benches for Hooksett Riverwalk Trail, Trail Enhancement Plan and Kiosk, Pinnacle Park, Clay Pond Conservation Area, Kiosk and Easements, and Timber Harvest at Laurel Road Conservation Property. Councilor Winterton asked if students outside of Hooksett could participate in educational site visits on the Riverwalk Trail. Mr. Couture said "we'd have to put some work into it but they could work with the Society for the Protection of NH Forests". He suggested that any teachers interested should contact him directly. Chairman Sullivan thought that retired teachers might be interested in helping out. In response to Councilor Levesque, Mr. Couture said the trail was not suitable for off-road vehicles.

Mr. Couture went over the proposed parking easement on Chester Turnpike that was negotiated through the Planning Board process then fell through. The Commission still

wanted to develop parking and discussed the situation with the then town engineer [see attached design]. The commission received a legal opinion stating that within the right-of-way, they could create eight parking spaces and classify a certain section for emergency access. He said abutters expressed concerns at their March meeting. Mr. Couture said that at their meeting on Monday night, the commission decided they wanted to move forward to develop the area with a class road and at an appropriate time bring to the Council for approval. He said a lot of issues were brought up that need to be considered. If they are able to move forward, they will need to hire a consultant and make sure of what the commission/town can and can't do.

Councilor John Giotas arrived at 6:26.

Dr. Shankle said that he and Director Boyce have concerns and since the issue is not on the agenda, the Council, per its rules, is unable to discuss the matter tonight. He and staff will work with the commission. Mr. Couture said it wasn't his intent to get Council discussion tonight.

Councilor Miville asked again about the possibility of getting a park bench or picnic table on top of the Pinnacle. Mr. Couture said they continue to work with the stewardship plan and haven't gotten to that point yet. Councilor Ross said that David Hess is stepping down from serving on the commission. Mr. Couture said because of the amount of time served, recognition from the Council would be appreciated.

Chairman Sullivan thanked Mr. Couture for a thorough report and expressed appreciation for all of the work done by the Conservation Commission.

6.b Zoning Board of Adjustment Activity Update – No Appearance

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

Matt Lavoie, Code Enforcement Officer, came forward. Chairman Sullivan said the Council was interested in learning the process taken relative to abandoned homes/buildings. Mr. Giotas added that the Council was also interested in how properties that are not abandoned but have become a public nuisance are handled – and many are still paying taxes.

Mr. Lavoie said that he's been with Hooksett for five years come August and when he was hired he was directed to not go looking for things like this and his plate is full. He said he follows state law and he was hesitant to go into details in such a public forum. He said people do have property rights and while some live in blighted or ugly homes, he first checks if there is a violation of any zoning regulations. Then he checks if taxes have been paid and for most such properties, taxes are being paid. He said some work sites are in bad condition but he has to take a look at the town as a whole. It's a case-by-case situation.

Councilor Tsantoulis cautioned about being careful with personal property, especially if they are paying taxes. He said it is not this body's responsibility to police appearance; hazard is another issue. Councilor Ross said there is a difference with commercial properties where "we do have a say on how it looks". Sign ordinances must be followed, for example. Mr. Lavoie said appearance is not covered by state law. Unless it is a violation, he doesn't actively go looking for violations because it takes a lot of time. Councilor Miville said if a business closes, it is required for them to take down their sign. Mr. Lavoie said "no, it is not.

The Supreme Court has ruled that you can't ban a sign on content". Dr. Shankle said they encourage them to keep the signs up so the next owner can use it.

Chairman Sullivan thanked Mr. Lavoie for coming in.

7. APPROVAL OF MINUTES

7.a Public: 02/28/18

TC Minutes 022818-U (2).docx

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

Chairman Sullivan moved, second by Councilor Ross, to remove from the table the Town Council meeting minutes of February 28, 2018. Motion passed unanimously, 9-0.

Chairman Sullivan moved, second by Councilor Ross, to approve the Town Council meeting minutes of February 28, 2018, as amended. Motion passed, 7-0-2 [Councilors Winterton and Miville abstained].

7.c Public: 03/28/18

TC Minutes 032818-U.docx

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

Councilor Giotas moved, second by Councilor Winterton, to approve the Town Council meeting minutes of March 28, 2018, as amended. Motion passed 6-0-3 [Councilors Ross, Winterton, and Duhaime abstained].

Councilor Miville moved, second by Councilor Giotas, to approve the Town Council non-public meeting minutes of March 28, 2018, as presented. Motion passed 6-0-3 [Councilors Ross, Winterton, and Duhaime abstained].

8. AGENDA OVERVIEW

9. PUBLIC HEARINGS

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

The Chairman adjusted the agenda to take up public input prior to the Town Administrator's Report.

12. PUBLIC INPUT - 15 MINUTES

Mr. Frank Jones of Arrowhead Drive in Bow came forward on behalf of his elderly in-laws who are lifelong residents of Hooksett, District 4 (Green Street). Mr. Jones said he is a professor of law enforcement and asked that the Council reconsider actions taken and noted in the minutes of the Council meeting of November 16, 2016 wherein the Council decreased the asset limit for Elderly Exemptions from \$350,000 to \$160,000 to be effective with the 2018 revaluation. Mr. Jones read the three votes taken at the November 16, 2016 Council meeting as follows:

As a veteran he thanked the Council for increasing the veterans tax credit but he was predominantly concerned about the first two motions and asked the Council to reconsider their vote and look at threshold not that it go back to the \$350,000 but that it be a more reasonable figure. He went on to say that many elderly have stagnant income levels and don't have opportunities to increase their income.

Chairman Sullivan thanked Mr. Jones for his comments.

Mr. Stan Stark of Chester Turnpike came forward. He read a prepared statement [attached] opposed to the parking on Chester Turnpike. He said interacting with the Conservation Commission has been great and asked the Council to reconsider where the parking area will be placed.

11. TOWN ADMINISTRATOR'S REPORT

Dr. Shankle reported as follows:

- At the Council's request, a letter was drafted for the Zoning Board of Adjustments to forward their recommendation on the SNHU sign. ZBA met last night and SNHU withdrew their proposal.
- The Police Chief would like to be involved with the SNHU Committee. Councilor Winterton will follow up.
- There will be leadership training for staff on May 22nd in Cambridge. They offer training for committees as well on how to facilitate meetings.
- There have been two new hires; Alex Diaz as a full time DPW truck driver. He started on Monday. Police Officer Carpentier went to Salem for a better salary. He received DPW Director Boyce's resignation effective January 9th.
- Dylan LaCoste of Troop 292 will be presented with the rank of Eagle Scout on May 19th at 5:30 p.m. A certificate will be prepared. Councilors should let Donna Fitzpatrick know if they are able to attend.
- All got an email regarding Old Home Day. The committee wants to do the fireworks on Friday evening instead of Saturday. Dr. Shankle has talked with staff and they will do it on Saturday night if the Council is okay with that. *Councilor Tsantoulis moved, second by Councilor Duhaime, to authorize DPW staff to handle the fireworks on Saturday. Motion passed unanimously, 9-0.*

- 203 •Finance Director, Christine Soucie, has recommended financing the Safety Center
204 improvements for \$752,500 and the Fire Pumper Truck for \$350,000 both of which
205 were approved at the March town meeting using the NH Municipal Bond Bank. Bids
206 came in as follows:
207

Institution	SC Improvements	Fire Pumper Truck
NH Municipal Bond Bank	2.75%	2.75%
City National Bank	3.49%	3.49%
Northway Bank	3.65%	3.625%
Tax Exempt Leasing	3.90%	3.68%
Citizens Bank – State Bank	4.31%	4.21%

208
209 *Councilor Winterton moved, second by Councilor Duhaime, to authorize using the NH*
210 *Municipal Bond Bank to finance the Safety Center improvements and the Fire Pumper Truck.*
211 *Roll Call #2: Councilor Duhaime-yes, Councilor Miville-yes, Councilor Ross-yes, Councilor*
212 *Levesque-yes, Councilor Walczyk-yes, Councilor Giotas-yes, Councilor Winterton-yes,*
213 *Councilor Tsantoulis-yes, Chairman Sullivan-yes. Motion passed unanimously, 9-0.*
214

- 215 •Dr. Shankle read a letter sent to Fire Chief Burkush commending a number of
216 departmental staff and Bass Pro Shop regarding an incident of cardiac arrest on
217 March 18th.
218

- 219 •Fun in the Sun registration has been open since last Monday – highest week had 75;
220 lowest 51. Registration are not coming in as quickly as in the past. Registration for
221 out of town folks will open on May 1st. In response to Councilor Winterton, Director
222 Boyce said they had found a Fun in the Sun Director.
223

- 224 • Councilor Miville submitted his resignation from the Hooksett Town Council effective
225 April 30, 2018. *Councilor Winterton moved, second by Councilor Walczyk, to accept*
226 *Councilor Miville's resignation with appreciation and regret. Motion passed*
227 *unanimously, 9-0.*
228

229 The Council packet included Councilor Miville's written resignation wherein he suggested a
230 number of Charter changes be considered at the Council's July workshop. Councilor
231 Winterton suggested a review of all Charter recommendations. He said one that he will
232 support is eliminating district voting for councilors. Councilor Winterton said district voting is
233 not benefitting the town and eliminates some residents who would like to be of service.
234 Donna Fitzpatrick indicated that in the July workshop the full Council reviews the Charter and
235 other policies. Chairman Sullivan said to proceed with the normal process.
236

237 Chairman Sullivan stated that the Kiwanis Club chose Donna Fitzpatrick as "Employee of the
238 Year". Councilors applauded this honor and thanked Donna for her dedicated efforts.
239

240 Councilor Miville brought up the cable company bill not being accurate and should be placed
241 on the next meeting agenda for discussion. Dr. Shankle said the way the town handles the
242 franchise fee is that it goes on the budget as income; it's revenue to the town and those funds
243 reduces the tax rate by whatever amount. He said some want to spend the money for

specific things so that means the tax rate will go up, and it has never been separated at all. It's just another revenue source.

Councilor Ross weighed in stating that money has been spent on cameras, online programs, etc.. He said he understands the concern on earmarking but perhaps a separate budget line should be included. Councilor Miville said he would like to be done with the franchise fee which is a bookkeeping maneuver. He questioned how Hooksett citizens are benefitting; they would be paying taxes on the \$140,000. He said "escrow it or put it in a specific fund to be committed to lowering the tax rate".

Chairman Sullivan said if the town is collecting access fees, the intent is to provide cable access. He said "if they don't have to take it out, we can take a percentage". Councilor Ross said "it's an unfair hidden tax and our own people are paying this money; not the cable company". Chairman Sullivan said the topic requires additional discussion and asked that it be included as an agenda item at a future meeting.

Councilor Miville said he is "not happy with ten year thing and three percent". He said the matter was voted down four times by residents.

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

Diane Boyce, DPW Director came forward to indicate that the Council had been approached about a well located at 48 Pine Street that does not comply with the requirements of the town's 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. Chairman Sullivan said there was no need to rescind the February 28th motion on the matter since the motion was conditional; hence, it becomes nul and void.

Councilor Ross said his concern with allowing this is that others will do the same thing. Councilor Tsantoulis said he was more concerned with the ramifications to the homeowner. Dr. Shankle asked why this was coming to the Council without a recommendation from the Planning Board.

Councilor Winterton moved, second by Chairman Sullivan, to direct the Town Administrator to send a note to the Planning Board to provide an opinion on the matter. Chairman Sullivan moved, second by Councilor Ross, to table the motion. Motion passed unanimously, 9-0.

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

The town Council was approached regarding a well location at 48 Pine Street that does not comply with the requirements of the town development regulations. The town attorney has

suggested that the town accept the well radii release form in lieu of the previously approved well radii easement.

Dr. Shankle said that DPW Director Boyce has the final design submission which must be sent to the state for their approval. Expects to go out to bid in the middle of May and is concerned we'll not be able to encumber funds if there is no contract before July 1st.

Councilor Winterton suggested that the Town Administrator send a letter to their state senator and representatives as well as the Department of Transportation and perhaps the Governor. Dr. Shankle said he'll draft a letter to the engineer who is going to be doing the review and copy all others. All were in favor.

15.c New Pedestrian Bridge Update

Diane Boyce, DPW Director, said work should be completed in two weeks. She said the town has received two more requests for conduits. Both companies would work with DuBois and King. Chairman Sullivan asked why that would be allowed without a fee. Councilor Tsantoulis said that companies pay dearly to have access to utility polls so it is advantageous for the town since they can charge them to use that at some point in the future. *Councilor Winterton moved, second by Councilor Walczyk, to direct the Town Administrator to work with the consultant engineer to bring back a proposal for any additional conduit added to the bridge.* Councilor Winterton said "we have a valuable piece of property; we shouldn't give away to commercial entity without charging a fair price". He continued saying that all resident have paid to put up that bridge and a vendor would be surprised if we didn't charge for this access. *Motion passed unanimously, 9-0.*

16. NEW BUSINESS

16.a Discussion on Town Event Permitting Process Staff Report - Event Permitting Process Discussion.docx

DPW Director, Diane Boyce, said that she and Dr. Shankle met with Andy Janosz who asked if there might be a better way to keep town hall neighbors better informed of special events and changes made in the Donati Park area, possibly by adding to the application and permit process. The neighbors are looking to add approval by the Town Council which would require a public hearing; hence, providing neighbors with an opportunity to express their concerns and ideas. Dr. Shankle is opposed to the idea as this process would be applicable to all event applications and politicize every permit. Diane Boyce suggested having Mr. Janosz come forward. He said he and his neighbors would like to be notified of any special events occurring in the Donati Field area. Councilor Miville said that properties abutting Donati Field makes their situation unique and they have now developed their own group to inform each other. He said for the football jamboree, the place swells.

Dr. Shankle said the football jamboree and other such events are HYAA events. Director Boyce said all HYAA events are on the town website. Councilor Ross said the jamboree and other such events should be on the town website in the event calendar section. Mr. Janosz said once it's on the calendar, it has already been approved. He said he and his neighbors are looking for a more formal process.

Dr. Shankle asked where is the breakdown and what problems have not been addressed? Councilor Winterton thanked Mr. Janosz for coming in and indicated that there is a concern that if the Council starts picking out groups that want to be notified of all events, "are we putting ourselves at risk". He suggested that Mr. Janosz' input, as well as his neighbors' input is when you vote. He said no one put their names on the ballot for District 4.

Dr. Shankle said any event permits they receive will be placed on the website. Councilor Tsantoulis said he feels Dr. Shankle is heading in the right direction in that this is a "shared responsibility". Residents needs to be more diligent in finding the information and he encouraged Mr. Janosz and his neighbors to go on the website. This will be a lot easier for everyone. Councilor Walczyk said he agreed with Councilor Tsantoulis and was not entirely sure how he feels about permits appearing on the website.

16.b Public Works Director Job Description
Staff Report PW Director Job Description 041118.docx
PW DIR 041118.docx

Councilor Tsantoulis moved, second by Councilor Duhaime, to approve the Public Works Director job description as presented. The Council reviewed the document and made the following suggested change: add "preferred" to the CDL requirement and a blurb such as "or an equivalent combination of education and licenses" and to include oversight of the Fun in the Sun program as part of the "other duties as assigned".

Councilor Winterton indicated that it doesn't make sense that a DPW Director is running a summer program and he was concerned that qualified people would not apply for the position for this reason. This prompted more discussion about the Fun in the Sun program and the amount of staff time devoted to the program. *A vote to amend the job description was called. Roll Call #3: Councilor Giotas-yes, Councilor Ross-yes, Councilor Walczyk-yes, Councilor Miville-no, Councilor Duhaime-yes, Councilor Tsantoulis-yes, Councilor Levesque-no, Councilor Winterton-yes, Chairman Sullivan-yes. Motion passed 7-2 [Councilors Miville and Levesque opposed].* Dr. Shankle said he is leaving the Town Engineer position open until the DPW Director position is filled.

A motion was made to extend the meeting.

16.c Town Council Public Hearings & Roll Call Votes
Staff Report - Town Council Public Hearings-Roll Call Votes 041118.docx
PH NHMA 041118.docx

Chairman Sullivan noted that a councilor may request a roll call vote at anytime and that there is a financial threshold requiring a public hearing; that is, \$10,000 to accept donations, grants and reimbursement of funds and \$5,000 to accept donations of property.

Chairman Sullivan moved, second by Councilor Winterton, to change the town council rules to reflect adding a roll call vote for any items \$10,000 plus, where the subject matter has had a public hearing, and at a councilor's request. Roll Call #4: Councilor Walczyk-yes, Councilor Levesque-yes, Councilor Ross-yes, Councilor Duhaime-yes, Councilor Miville-yes, Councilor Winterton-yes, Councilor Tsantoulis-yes, Councilor Giotas-yes, Chairman Sullivan-yes. Motion passed unanimously, 9-0.

Chairman Sullivan moved, second by Councilor Winterton, that at the conclusion of a public hearing, the Council shall move to adopt the subject of the hearing unless it is tabled. Motion passed unanimously, 9-0.

16.d Legislative Update - SB384 Town Meetings
Legislative Public Hearing SB 438.docx

Councilor Miville went over a written document [attached] he prepared regarding a public hearing on Senate Bill 438 relative to the postponement of local elections.

17. SUB-COMMITTEE REPORTS

Councilor Miville said the Economic Development Committee has another meeting next week which will be his last meeting. The Parks & Recreation will meet next Tuesday. They will be touring pavilions.

Chairman Sullivan said there was good discussion at the Old Town Hall committee meeting. They are holding off on engineering. This prompted discussion about the second floor, engineering bids, and next steps. Chairman Sullivan said the Council may want to consider issuing a warrant article.

Councilor Winterton said fire union negotiation begins a week from tomorrow.

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

Councilor Levesque moved, second by Councilor Winterton, to adjourn the meeting at 10:11 p.m. Motion passed unanimously, 9-0.

NOTE: The town website may have attachments to these Town Council minutes for documents referred to in the minutes, reading file materials, and/or ancillary documents that the Town Council has signed as agent to expend as a result of the Council's prior approval of the documents.

Respectfully submitted,

Suzanne Beauchesne
Recording Clerk

Staff Report
Title: Wal-Mart Donation
Date: 4/25/2018

Background Discussion of Issues
Hooksett Wal-Mart donated \$250.00 to Hooksett Fire –Rescue as an unspecified donation.
Recommendation (Including Suggested motion, if appropriate)
Motion to accept the donation of \$250.00 from Wal-Mart to the Town of Hooksett for the Hooksett Fire-Rescue Dept. per RSA 31:95 b III (b)
Fiscal Impact
None- donation
Prepared By: Chief James Burkush
Town Administrator's Recommendation
Concur

Staff Report
Donation
April 25, 2018

Background Discussion of Issues

Per RSA 31:95-b, III (b) for such amount less than \$10,000.00 Council shall post notice on the agenda and shall include notice in the minutes of a Council meeting in which such monies are discussed.

Two checks in the amount of \$125.00 each were received from the Wing family to be applied to the Town fund. The monies will be reported as revenue which will increase the Town's fund balance used to offset taxes.

Recommendation (Including Suggested motion, if appropriate)

Accept the donation of \$250.00 (two \$125.00 checks) from the Wing family to the Town of Hooksett under RSA 31:95-b III (b). These funds will be applied to the Town fund and reported as revenue which will increase the Town's fund balance used to offset taxes.

Fiscal Impact

These funds will be reported as revenue and will increase the Town's fund balance.

Prepared By: Christine Soucie, Finance Director

Town Administrator's Recommendation

Concur

To Hooksett Town Clerk

30 Jan 18

Please accept this contribution on behalf of the Wing family. And at the discretion of the Office of the Town Administrator apply it to the Town Fund Account most in need of attention.

THANK-YOU

Michael A. Wing
Michael A. Wing

To Hooksett Town Clerk

27 Feb 18

Please accept this contribution on behalf
of the Wing family, and apply at the
discretion of the office of the Town
Administrator apply it to the Town Fund Account
most in need of attention.

THANK-YOU

Michael A. Wing

Michael A. Wing

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 175th 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 175th 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.

JB
11/27/17

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

[Signature]
[Date]

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

Background Discussion of Issues
Information
<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
No impact ???????
Prepared By: Diane Boyce, DPW Director
Town Administrator's Recommendation
Concur

Staff Report

Title: Lilac Pedestrian Bridge – Change Order 2

Date: 4/25/2018

Background and Discussion of Issues

On 3/12/18 ED Swett submitted change Proposal #2 , pursuant to the Standard General Conditions of the Contract. A change proposal is considered an appropriate mechanism for “challenging a set-off against payments due”. The total of the Change Order 2 is in the amount of \$240,134.01. Of this \$240,134.01 \$100,000 will be coming from contingency money built into the project, the State of NH DOT is providing the Town with an additional \$100,000 for their share of the project. This leaves a balance of \$40,134.00. These funds will come from Road Maintenance Health Insurance, which is available due to the change in employee health insurance plans.

Recommendation (including suggested motion, if appropriate)

I recommend that the Council approve the payment of Change Order 2

Fiscal Impact

A budget transfer request from Road Maintenance Health Insurance to the DPW Bridge Professional Services in the amount of \$40,134.00.

Report prepared by: Diane Boyce

Town Administrator's Recommendation

Concur

**TOWN OF HOOKSETT
BUDGET TRANSFER REQUEST FORM**

TRANSFER # 2018-03

Please explain the purpose of this transfer request: ED Swett's Change Order No. 2 in the amount of \$240,134.01 for the pedestrian bridge project. Detail items are attached.

The pedestrian bridge project had \$100,000.00 built in the budget for contingencies during construction phase and the State of NH DOT is providing the Town with an additional \$100,000.00 for their share of the project. This leaves a balance of \$40,134.01 needed for the change order. Excess funds from the RD Maintenance Health Insurance line came from the change in employee health insurance plans.

**NEED OF FUNDS
WHERE WILL THE MONEY GO?**

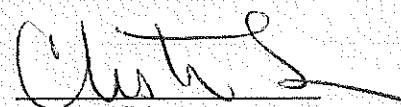
Account #	Description	Current Budget	Amount Added	New Budget
001-450.4313-330.000	DPW Bridge Professional Srv	3,424,777.00	40,134.00	3,464,911.00
Total		3,424,777.00	40,134.00	3,464,911.00

**SOURCES OF FUNDS
WHERE WILL YOU GET THE MONEY FROM?**

Account #	Description	Current Budget	Amount Reduced	New Budget
001-450.4312-210.000	RD MNT Health Insurance	179,372.00	(40,134.00)	139,238.00
Total		179,372.00	(40,134.00)	139,238.00

Recommended by:


Town Administrator


Finance Director

Approved by:

Town Council

Council Meeting Date

Staff Report
Town Wide LED Street Lighting
4/25/18

Background Discussion of Issues

Jim Donison, before his departure, had been researching and gathering information for the installation of LED Street lights to replace the present lighting. An RFP was sent out with the following results:

Pine Ridge Technologies, Inc. Wakefield Mass.	\$89,262.00
Affinity LED Light, LLC Portsmouth NH	\$102,794.21
Utility Service Assistance, Hooksett	\$97,785.22
Power Secure, Lenox Mass.	\$136,313.01

A meeting was held to interview the candidates with Jim Donison, Tim Tsantoulis, and myself.

Recommendation (Including Suggested motion, if appropriate)

After reviewing all the information, it was decided to go with the low bid. I recommend that Pine ridge Technologies, Inc., out of Wakefield Mass., be awarded the bid for the Town wide LED streetlights.

Fiscal Impact

\$89,262.00 to be transferred from health insurance lines from this years budget. This money will be made up within 2.5 years of savings in the street light electric bill.

Prepared By: Diane Boyce, DPW Director

Town Administrator's Recommendation

Concur

**TOWN OF HOOKSETT
BUDGET TRANSFER REQUEST FORM**

TRANSFER # 2018-04

Please explain the purpose of this transfer request: Covert approximately 407 existing Town's High Pressure Sodium street lights to Light Emitting Diode (LED) street lights, to save energy consumption.

**NEED OF FUNDS
WHERE WILL THE MONEY GO?**

Account #	Description	Current Budget	Amount Added	New Budget
001-450.4312-330.000	RD MNT Professional Servic	40,000.00	90,000.00	130,000.00
Total		40,000.00	90,000.00	130,000.00

**SOURCES OF FUNDS
WHERE WILL YOU GET THE MONEY FROM?**

Account #	Description	Current Budget	Amount Reduced	New Budget
001-400.4210-210.000	PD Health Insurance	644,718.00	(90,000.00)	554,718.00
Total		644,718.00	(90,000.00)	554,718.00

Recommended by:


Town Administrator


Finance Director

Approved by:

Town Council

Council Meeting Date

TOWN OF HOOKSETT, NEW HAMPSHIRE

TABULATION OF BID RESULTS

Hooksett 2018 LED Street Lighting Conversion Project Bid # BID:OPENING:2/27/18 at 10:00 am

BIDDER	BID AMOUNT	
Bidder - Pine Ridge Technologies, Inc., Wakefield, MA	\$ 89,262.00	
Bidder - Affinity LED Light LLC, Portsmouth, NH	\$ 102,794.21	corrected amount
Utility Service Assistance, Inc., Hooksett, NH "Lower	\$ 97,785.22	corrected amount
Bidder - Power Secure, Lenox, MA	\$ 136,313.01	corrected amount

Town of Hooksett



Department of Public Works

ADDENDUM

BID #18-01 Hooksett 2018 Street Lighting Conversion Project

Number: 1

Issued: February 20, 2018

The following listed items are clarifications, modifications, additions, substitutions or deletions to or from the above – captioned project:

A mandatory pre-bid was held on 2/15/2018 at the Hooksett Town Office. The list of attendees is attached to this Addendum No. 1

In response to questions raised at the pre-bid meeting, the following is pertinent:

1. **Question: Will the Town be purchasing the LED light fixtures?**
Response: No, the coordination and the purchase of the light fixtures will be the responsibility of the Contractor as part of their bid and contract.
2. **Question: Will the Town entertain a change on the 10-year warrant for the flood light bid items to 5 years?**
Response: No. Per Item 4.2 of the Bid Document the 10-year will remain a requirement for all LED light fixtures "Products and components are warranted for a minimum of ten (10) years".
3. **Question: What is the hourly rate for the police and vehicle and who to contact?**
Response: The contact person is Jessie Ulliani with the Hooksett Police Department at 603-624-1560 to coordinate scheduling of police detail. She must be contacted a minimum of 2 days in advance. The hourly rate is \$52.00 for a police officer and \$20.00 for a vehicle (4 hour minimum for both). Per Paragraph 3.71 of the Bid Document "Uniformed Officers must be used when working on the following streets...".
4. **Question: Will the town entertain non-certified flaggers?**

Request For BIDS No.18-01

Response: NO, the Town of Hooksett will only allow certified flaggers for the project. Per Paragraphs 3.7 of the Bid Document "Provide appropriate temporary traffic control measures compliant with the Town of Hooksett police Department..." and Paragraph 3.7.2 "Certified Flaggers may be used on remaining roads".

5. **Question: What are the requirements for the value of the Performance and Payment Bonds?**

Response: The value of the Performance and Payment Bonds shall be the value of the Contract. Per Section 8.0 "... The Contractor shall provide at the time of the contract signing Performance and Payment Bonds ...". A bid bond is not required as part of the bid requirements.

6. **Question: Will GIS data shape files be required as part of the project?**

Response: Yes, per Item 3.21 of the bid document "Provide "as-built" record documents of installed LED luminaires including all applicable warranties, digital GIS data shape files, service, maintenance, and operation manuals, and similar information".

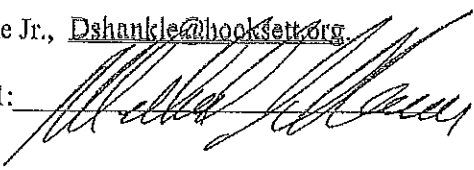
7. **Question: Page 14, Paragraph 11 Insurance and License Info states "...the policy shall include "Continued Products and Completed Coverage" to remain in force for 2 years following completion of the construction." Can this be changed to be one-year of coverage after completion of construction?**

Response: YES, by way of this addendum No 1, the requirement is changed to a one-year requirement of coverage after completion of construction...

8. **The Municipal Street Lighting Inventory for the Town of Hooksett dated 10/25/17 was provided as a hand out to all attendees at the pre-bid meeting**

END OF ADDENDUM

Town Administrator, Dr. Dean E. Shankle Jr., Dshankle@hooksett.org

Acknowledge receipt of Addendum No. 1: 

Pine Ridge

TOWN OF HOOKSETT, NEW HAMPSHIRE

Hooksett 2018 LED Street Lighting Conversion Project Bid # 18-01

Bid Sheet of Unit Prices --

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
1	Each.	257	50HPS Cobra Fixture furnishing and installation ONE HUNDRED NINETY TWO Dollars and NO Cents	\$192.00	\$49,344.00
2	Each.	55	70HPS Cobra Fixture furnishing and installation ONE HUNDRED NINETY TWO Dollars and NO Cents	\$192.00	\$10,560.00
2	Each.	55	70HPS Cobra Fixture furnishing and installation Dollars and Cents		
3	Each.	28	100HPS Cobra Fixture furnishing and installation ONE HUNDRED NINETY SIX Dollars and NO Cents	\$196.00	\$5,488.00
4	Each.	17	150HPS Cobra Fixture furnishing and installation TWO HUNDRED FIFTY NINE Dollars and NO Cents	\$259.00	\$4,403.00
5	Each.	12	250HPS Cobra Fixture furnishing and installation TWO HUNDRED EIGHTY EIGHT Dollars and NO Cents	\$288.00	\$3,456.00
6	Each.	15	175MH Cobra furnishing and installation ONE HUNDRED NINETY TWO Dollars and NO Cents	\$192.00	\$2,880.00
7	Each.	7	250MH FLOOD Fixture furnishing and installation FIVE HUNDRED THIRTEEN	\$513.00	\$3,591.00

			Dollars and <u>NO</u> Cents		
8	Each.	16	100MH Cobra Fixture furnishing and installation FOUR HUNDRED FORTY	\$440.00	\$7,040.00
			Dollars and <u>NO</u> Cents		
9	L.S.	1	Construction Contingency Allowance (as ordered by Town)	\$2,500.00	\$2,500.00
			Dollars and <u> </u> Cents		

BID AMOUNT: \$89,262.00

(NUMERALS)

BID AMOUNT: EIGHTY NINE THOUSAND TWO HUNDRED SIXTY TWO DOLLARS AND NO CENTS

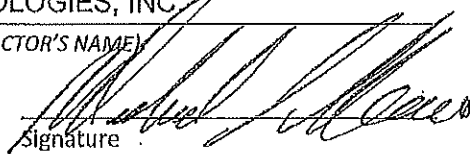
(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED: PINE RIDGE TECHNOLOGIES, INC

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

MICHAEL ROCCA, PRESIDENT

Print Representative's Name and Title


Signature

50 NEW SALEM ST, WAKEFIELD, MA 01880

Address / Street-City-Zip Code

781-246-5555, MROCCA@PINERIDGETECH.COM

Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.

Town of Hooksett, New Hampshire

Hooksett 2018 LED Street Lighting Conversion Project Bid # 18-01

Bid Sheet Unit Price - Turn-Key All Encompassing Pricing Set Forth in RFP

Item	Unit	Estimated Quantity	Unit Bid Price Description	Unit Bid Price	Total
1	Each	257	50 HPS Cobra Fixture furnishing and installation	\$ 304.55	\$ 78,269.35
2	Each	55	70 HPS Cobra Fixture furnishing and installation	\$ 304.55	\$ 16,750.25
3	Each	28	100 HPS Cobra Fixture furnishing and installation	\$ 334.65	\$ 9,370.20
4	Each	17	150 HPS Cobra Fixture furnishing and installation	\$ 380.60	\$ 6,470.20
5	Each	12	250 HPS Cobra Fixture furnishing and installation	\$ 469.33	\$ 5,631.96
6	Each	15	175 MH Cobra Fixture furnishing and installation	\$ 380.60	\$ 5,709.00
7	Each	7	250 MH Flood Fixture furnishing and installation	\$ 893.95	\$ 6,257.65
8	Each	13	100 MH Flood Fixture furnishing and installation *	\$ 862.26	\$ 11,209.38
9	L.S.	1	Construction Contingency Allowance (as ordered by the Town)	\$2,500.00	\$ 2,500.00
TOTAL					\$142,167.99

* Listed as Flood in Inventory and Cobra In Bid Sheet

8	Each	13	100 MH Cobra Fixture furnishing and installation *	\$ 334.65	\$ 4,350.45
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Hooksett Proposed Replacement LED Fixtures

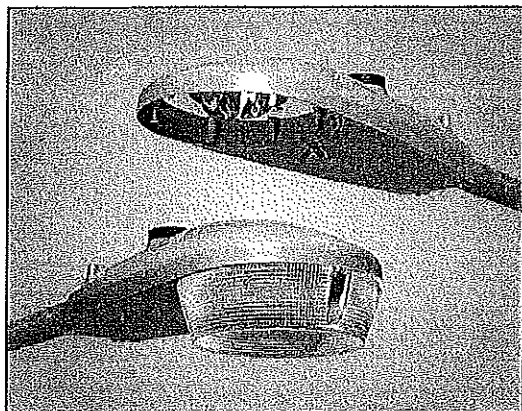
Item Description	Part Number	Total Qty
LED Cobrahead, 2,000 Lumens, Type II, Photocell Receptacle, 3000K, 120-277v	ATBS-A-MVOLT-R2-3K-NL-P7-PCL1	257
LED Cobrahead, 3,000 Lumens, Type II, Photocell Receptacle, 3000K, 120-277v	ATBS-B-MVOLT-R2-3K-NL-P7-PCL1	55
LED Cobrahead, 4,000 Lumens, Type II, Photocell Receptacle, 3000K, 120-277v	ATBS-E-MVOLT-R2-3K-NL-P7-PCL1	28
LED Cobrahead, 6,000 Lumens, Type II, Photocell Receptacle, 3000K, 120-277v	ATBS-H-MVOLT-R2-3K-NL-P7-PCL1	32
LED Cobrahead, 10,000 Lumens, Type III, Photocell Receptacle, 3000K, 120-277v	ATBM-D-MVOLT-R2-3K-NL-P7-PCLL	12
Twist Lock Photocell, 120-277v, MultiTap	PCL1/L (Adder)	13
LED Flood, 4,000 Lumens, Adjustable Slipfitter Mount, Photocell Receptacle, 3000K, 120-277v	ACPOL-ED-PK1-MVOLT-FL-30K-YK-BKSDP-10KVIL-PER7-DLL-0443-NL	13
Twist Lock Photocell, 120-277v, MultiTap	PCL1/L (Adder)	7
LED Flood, 10,000 Lumens, Adjustable Slipfitter Mount, Photocell Receptacle, 3000K, 120-277v	ACPOL-ED-PK2-MVOLT-FL-30K-YK-BKSDP-10KVIL-PER7-DLL-0443-NL	7



Consistent with LEED® goals
& Green Globes® criteria
for light pollution reduction

Autobahn Series ATBS Roadway & Security Lighting

PRODUCT OVERVIEW



Applications:

Residential streets
Parking lots
General security lighting

Features:

OPTICAL

Same Light: Performance is comparable to 50W – 150W HPS and up to 175W Mercury Vapor roadway and security lighting luminaires.

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, and V roadway distributions. When used with the optional acrylic refractor the unit provides approximately 10% uplight and increased vertical foot-candles

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt clamping mechanism provides 3G vibration rating per ANSI C136.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life)
Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life)

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

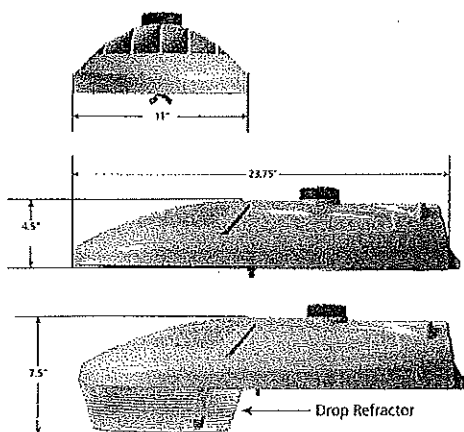
STANDARDS

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

DIMENSIONS



Effective Projected Area (EPA) The EPA for the ATBS is 0.3 sq. ft.,
Approx. Wt. = 12 lbs. (5 kg)

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.

Autobahn Series ATBS

Roadway & Security Lighting

ORDERING INFORMATION

Example: ATBS A MVOLT R2

Series	Performance Packages	Voltage	Optics
ATBS Autobahn LED Roadway & Security	A 2,500 lumens B 3,200 lumens C 3,800 lumens E 4,700 lumens F 5,400 lumens G 6,100 lumens H 7,100 lumens I 8,500 lumens	MVOLT Multi-volt, 120-277V	R2 Roadway Type II R3 Roadway Type III R5 Roadway Type V D2 Type II, Drop Refractor included D3 Type III, Drop Refractor included D5 Type V, Drop Refractor included

Options

Color Temperature (CCT)

(Blank) 4000K CCT, 70 CRI Min.
3K 3000K CCT, 70 CRI Min.
5K 5000K CCT, 70 CRI Min.

Paint

Blank Gray (Standard)
BK Black
WH White
BZ Bronze

Surge Protection

Standard 10kV/5kA SPD
Blank Acuity SPD-10kV/5kA with inductive filter (Standard)
MP MOV Pack
IL SPD with Indicator Light

Misc.

HSS House Side Shield
NL NEMA Label

XL Not CSA Certified

Controls

(Blank) 3 Pin NEMA Photocontrol Receptacle
NR¹ No Photocontrol Receptacle
DM² 0V-10V Dimmable Driver
P5 5 Pin Photocontrol Receptacle (dimmable driver included)
P7 7 Pin Photocontrol Receptacle (dimmable driver included)
PCSS¹ DTL DSS Photocontrol
PCL¹ DTL DLL Photocontrol 120-277V
AO Field Adjustable Output
SH Shorting Cap

Install Packages

PKGS DTL DSS Photocontrol
PKGL DTL DLL Photocontrol
 Packages ship with selected photocontrol, 24", 1 1/4" diameter arm, 5' of prewire and mounting hardware

Accessories

ATBSREF Drop Refractor for field installation
ATBSHSS House Side Shield for field installation
ATBSLTS Light Trespass Shield for field installation

Notes

1. Not available with Install Packages.
2. Not available with AO option.



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Warranty Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/terms_and_conditions.aspx
 Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

Autobahn Series ATBS

Roadway & Security Lighting

PERFORMANCE PACKAGE

Performance Package	Distribution	Lumens	Input Watts	LPW	50K Hours	LLD @ 25°C 75K Hours	100K Hours
A	R2	2,514	19	132	0.93	0.89	0.85
	R3	2,515		132			
	R5	2,649		139			
	D2	2,394		126			
	D3	2,372		125			
	D5	2,521		133			
B	R2	3,166	24	132	0.93	0.89	0.85
	R3	3,167		132			
	R5	3,336		139			
	D2	3,015		126			
	D3	2,988		124			
	D5	3,175		132			
C	R2	3,784	31	122	0.93	0.89	0.85
	R3	3,780		122			
	R5	4,029		130			
	D2	3,604		116			
	D3	3,566		115			
	D5	3,835		124			
E	R2	4,770	40	119	0.93	0.89	0.85
	R3	4,704		118			
	R5	4,867		122			
	D2	4,543		114			
	D3	4,438		111			
	D5	4,650		116			
F	R2	5,392	47	115	0.93	0.89	0.85
	R3	5,407		115			
	R5	5,175		110			
	D2	5,135		109			
	D3	5,101		109			
	D5	5,051		107			
G	R2	6,235	50	125	0.94	0.92	0.90
	R3	6,101		122			
	R5	6,404		128			
	D2	5,938		119			
	D3	5,756		115			
	D5	6,193		124			
H	R2	7,194	60	120	0.94	0.92	0.90
	R3	7,141		119			
	R5	7,508		125			
	D2	6,851		114			
	D3	6,737		112			
	D5	7,150		119			
I	R2	8,653	76	114	0.94	0.92	0.90
	R3	8,525		112			
	R5	9,003		118			
	D2	8,241		108			
	D3	8,042		106			
	D5	8,574		113			

Note: Information shown above is based on 4000K nominal system data. Individual fixture performance may vary. Specifications subject to change without notice.



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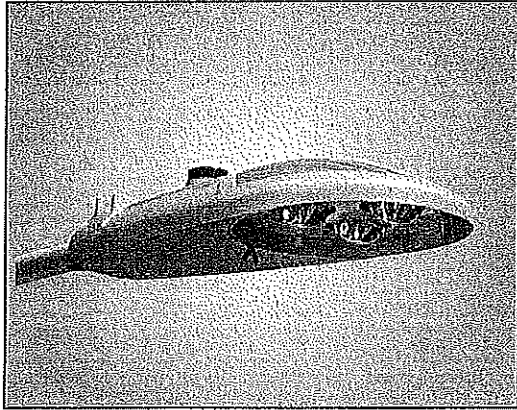
Please contact your sales representative for the latest product information.



Consistent with LEED® goals
& Green Globes® criteria
for light pollution reduction

Autobahn Series ATBM Roadway

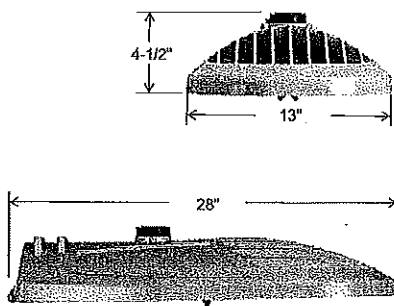
PRODUCT OVERVIEW



Applications:

Residential streets
Parking lots
High speed roadways

DIMENSIONS



Effective Projected Area (EPA)
The EPA for the ATBM is 0.3 sq. ft.,
Approx. Wt. = 21 lbs. (9.5 kg)

Features:

OPTICAL

Same Light: Performance is comparable to 150W – 250W HPS

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, & V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt and optional 4 bolt clamping mechanism provide 3G vibration rating per ANSI C136.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life)
Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life).

Extreme long life solid state locking-style photocontrol with on demand remote on/off control - PCCC (15 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Autobahn Series ATBM

Roadway

ORDERING INFORMATION

Example: ATBM A MVOLT R2

Series	Performance Packages	Voltage	Optics	Mounting
ATBM Autobahn LED Roadway	A 7,000 lumens B 8,000 lumens C 9,000 lumens D 11,600 lumens E 13,400 lumens F 15,700 lumens G 16,800 lumens H 17,400 lumens	MVOLT Multi-volt, 120-277V 347 347V 480 480V	R2 Roadway Type II R3 Roadway Type III R4 Roadway Type IV R5 Roadway Type V	(Blank) 2 Bolt Mounting 4B 4 Bolt Mounting

Options

Color Temperature (CCT)

(Blank) 4000K CCT, 70 CRI Min.
3K 3000K CCT, 70 CRI Min.
5K 5000K CCT, 70 CRI Min.

Paint

(Blank) Gray
BK Black
BZ Bronze
DDB Dark Bronze
GI Graphite
WH White

Surge Protection

(Blank) Acuity SPD
MP MOV Pack¹
IL SPD with Indicator Light¹

Miscellaneous Options

HSS House Side Shield
NL NEMA Label Indicating Wattage
XL Not CSA Certified – No Terminal Block Cover

Control Options

(Blank) 3 Pin NEMA Photocontrol Receptacle
P5 5 Pin Photocontrol Receptacle (dimnable driver included)²
P7 7 Pin Photocontrol Receptacle (dimnable driver included)²
NR No Photocontrol Receptacle³
A0 Field Adjustable Output⁴
DM 0-10V Dimmable Driver⁵
PCSS Solid-State Lighting Photocontrol⁶
PCLL Solid-State Long Life Photocontrol
PCCC Solid-State Long Life Photocontrol with remote control on/off⁷
SH Shorting Cap

Packages

(Blank) Standard Pack
JP Job Pack (36/pallet)

Accessories

ATBMHSS House Side Shield
ATBMLTS Light Trespass Shield
RKATBMMVOLTSPD ATBM Acuity SPD Replacement Kit MVOLT
RKATBMHVSPD ATBM Acuity SPD Replacement Kit 347/480V
RKATBMMVOLTMP ATBM MOV Pack Replacement Kit
RKATBMMVOLTIL ATBM IL SPD Replacement Kit

Notes:

- Not available with G and H performance packages
- Dimmable Driver included. Not available with A0, DM or NR
- Not available with P5, P7
- Not available with DM, P5 or P7
- Controls by others. Not available with A0
- MVOLT only
- Not available with PCSS or PCLL

AEI American Electric Lighting

AEI Headquarters, 3825 Columbus Road, Granville, OH 43023

www.americanelectrictlighting.com

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Warranty Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

ATBM

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Autobahn Series ATBM

Roadway

PERFORMANCE PACKAGE

Performance Package	Distribution	4000 K CCT			LLD @ 25°C		
		Lumens	Input Watts	LPW	50K Hours	75K Hours	100K Hours
A	R2	7,114	60	118	89	84	80
	R3	7,024		117			
	R4	6,958		116			
	R5	7,469		124			
B	R2	8,090	70	115	89	84	80
	R3	8,016		114			
	R4	7,924		113			
	R5	8,528		121			
C	R2	9,031	81	112	89	84	80
	R3	8,942		111			
	R4	8,827		110			
	R5	9,517		118			
D	R2	11,769	95	124	90	87	84
	R3	11,690		123			
	R4	11,534		121			
	R5	12,388		130			
E	R2	13,601	115	118	90	87	84
	R3	13,416		117			
	R4	13,323		116			
	R5	14,263		124			
F	R2	15,932	133	120	90	86	83
	R3	15,741		118			
	R4	15,476		116			
	R5	16,691		125			
G	R2	17,102	150	114	90	86	83
	R3	16,974		113			
	R4	16,635		111			
	R5	17,938		119			
H	R2	18,085	164	111	90	86	83
	R3	17,929		110			
	R4	17,439		107			
	R5	18,966		116			

Note: Information shown above is based on 4000K nominal system data. Individual fixture performance may vary. Specifications subject to change without notice.



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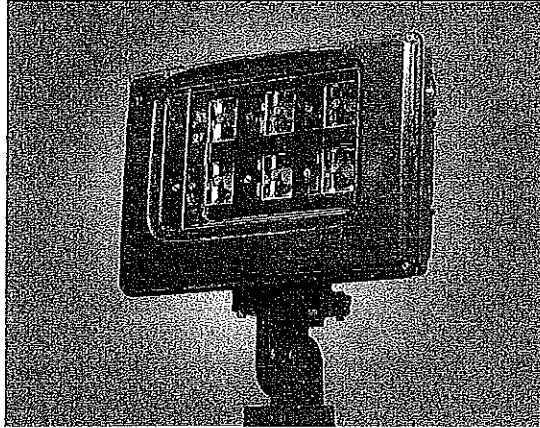
ATBM

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ACP1LED Series

American Compact LED Floodlight

PRODUCT OVERVIEW



Applications:

Auto dealerships	Shopping centers
Schools	Parking lots
Churches	Substations
Industrial sites	Building facades

Features:

Mechanical

Low copper content die cast aluminum A360 alloy castings. Die cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Bolted or stainless steel latch option disengages top electrical cover for easy access to LED drivers, surge module, and terminal block. Vibration rated to 3G applications per ANSI C136.31-2001.

IP 66 rated luminaire per IEC60068-2-3. Superdurable TGIC thermoset powder coat over standard pretreat yields a finish that achieves a scribe creepage of 8 after 5,000 hours exposure to salt fog chamber. External fasteners shall be stainless steel. Yoke shall be painted steel or galvanized. Knuckle shall be adjustable to fit 2-3/8 inch to 2-7/8 tenon.

Electrical

Class I drivers rated for 100,000 hours life.

Quick disconnect connectors for ease of installation and maintenance.

Surge protection meets 10KV/SKA per ANSI/IEEE C62.41.

Three pin locking style photocontrol receptacle is standard and is ROAM compatible.

Driver power factor is 90% minimum.

Driver meets maximum total harmonic distortion (THD) of 20% and are ROHS compliant.

Optical

Multi die LED chip on board available with 3000K, 4000K and 5000K (70 CRI) color temperatures.

Segmented Mirolite™ internal reflectors are designed for superior field to beam ratios, uniformity, and spacing.

NEMA pattern choice of 5x5, 6x5, 6x6

Optional shielding available to control light trespass and uplight. Optical enclosure shall be glass lens.

Controls

NEMA photocontrol receptacle is standard

Photocontrol for solid-state lighting (available with PCSS option) meets ANSI C136.10 criteria

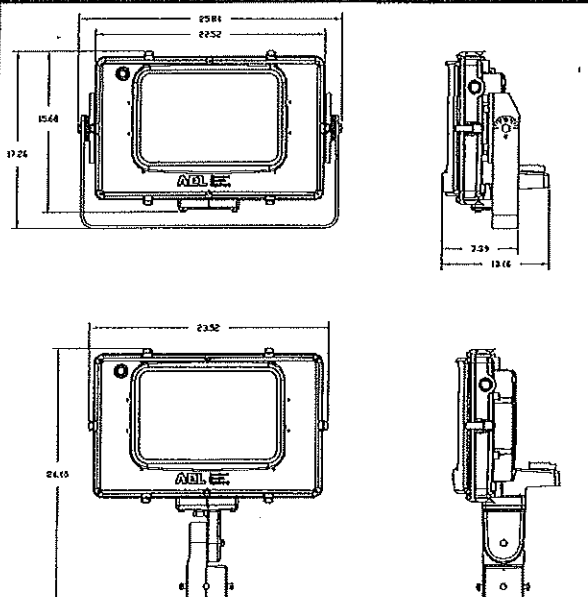
Warranty and Standards

Five year warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms-and-conditions.aspx

UL/CUL Listed

Suitable for ambient temperature -40C to 40C.

DIMENSIONS



Effective Projected Area (EPA)
The EPA for the LED Flood™ Series ACP1LED
Knuckle mounting Max EPA 2.9 sq. ft.,
Approx. 40 lbs.
Yoke mounting is Max EPA 3.1 sq. ft.,
Approx. 47 lbs.

ACP1LED Series

American Compact LED Floodlight

ORDERING INFORMATION

Example: ACP1LED 610A MVOLT 66 4K TL

Series	Performance Package	Voltage	Nema Pattern	Color Temperature (CCT)
ACP1LED Flood	410A 4 Modules, 1050mA driver 510A 5 Modules, 1050mA driver 610A 6 Modules, 1050mA driver	120 120V 347 347V 480 480V MVOLT Multi-volt (120-277)	55 5 X 5 65 6 X 5 66 6 X 6	3K 3000K 4K 4000K 5K 5000K

Mounting	Paint ⁶	Cord Length ⁵ Cord Type ⁵	Misc
TM Tenon Slipfitter - Knuckle YK ¹ Yoke Painted YG ¹ Yoke Galvanized	BZ Bronze BK Black GY Gray WH White GI Graphite	04 4' 05 5' 06 6' 08 8' 10 10' 12 12' 15 15' 20 20' 25 25' 30 30'	TL Tool Less Entry NL Nema Label

Options

Controls	Accessories (Shipped Separately)
(blank) ³ 3-Pin Photocontrol Receptacle (standard)	ACP1LEDFV- ^{6,7} Full Visor
P5 ⁴ 5-Pin Photocontrol Receptacle	ACP1LEDUBV- ^{6,8} Upper/Bottom Visor
P7 ⁴ 7-Pin Photocontrol Receptacle	ACP1LEDVG ⁹ Vandal Guard
NR ² No Photocontrol Receptacle	ACP1LEDWG ¹⁰ Wire Guard
PCSS ⁴ Solid State Lighting Photocontrol (120-277V)	
PCL1 ⁴ Solid State Long Life Photocontrol (120-277V)	
PCL3 ⁴ Solid State Long Life Photocontrol(347V)	
PCL4 ⁴ Solid State Long Life Photocontrol (480V)	
SH ⁴ Shorting Cap	
DM ^{2,3} 0-10V Dimming Control (controls provided by others)	

Notes:

1. Requires cord length and cord type
2. Not available with DM, NR, PCL1, PCL3, PCL4, PCSS, SH, or VE
3. Not available with DE, VE options
4. Not available with NR
5. Not available with TM mounting. Must be combined with a cord type. EX: 0463
6. Paint designator needed.
7. Not compatible with WG, VG, or UBV
8. Not compatible with WG, VG, or FV
9. Not compatible with WG, FV, or UBV
10. Not compatible with FV, UBV or VG



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Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

ACP1LED Series

American Compact LED Floodlight

Performance Packages

ACP1 LED	Distribution	Lumens	Input operating Amps						Input Watts	LPW
		4K	120V	208V	240V	277V	347V	480V		
04 10A			1.48	0.86	0.76	0.67	0.52	0.40		
	55	21,622							177	122
	65	21,903							177	124
	66	21,635							177	122
ACP1 LED	Distribution	Lumens	Input operating Amps						Input Watts	LPW
		4K	120V	208V	240V	277V	347V	480V		
05 10A			1.83	1.07	0.93	0.82	0.64	0.48		
	55	26,903							219	123
	65	27,250							219	124
	66	26,919							219	123
ACP1LED	Distribution	Lumens	Input operating Amps						Input Watts	LPW
		4K	120V	208V	240V	277V	347V	480V		
06 10A			2.18	1.27	1.11	0.97	0.76	0.56		
	55	31,984							261	123
	65	32,396							261	124
	66	32,003							261	123



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TOWN OF HOOKSETT, NEW HAMPSHIRE

Hooksett 2018 LED Street Lighting Conversion Project Bid # 18-01

Bid Sheet of Unit Prices –

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

** Note the duplicate "Item 2" line was omitted - Affinity LED

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
1	Each.	257	50HPS Cobra Fixture furnishing and installation Two-hundred thirty-two Dollars and <u>Three</u> Cents	<u>\$ 232.03</u>	<u>\$ 59,632.04</u>
2	Each.	55	70HPS Cobra Fixture furnishing and installation Two-hundred thirty-two Dollars and <u>Three</u> Cents	<u>\$ 232.03</u>	<u>\$12,761.72</u>
3	Each.	28	100HPS Cobra Fixture furnishing and installation Two-hundred seventy-eight dollars and three Cents	<u>\$ 278.03</u>	<u>\$7,784.88</u>
4	Each.	17	150HPS Cobra Fixture furnishing and installation Two-hundred ninety-three dollars and three cents	<u>\$ 293.03</u>	<u>\$4,981.53</u>
5	Each.	12	250HPS Cobra Fixture furnishing and installation Three-hundred six dollars and three cents	<u>\$ 306.03</u>	<u>\$3,672.38</u>
6	Each.	15	175MH Cobra furnishing and installation Two-hundred ninety three dollars and three cents	<u>\$ 293.03</u>	<u>\$ 4,395.47</u>
7	Each.	7	250MH FLOOD Fixture furnishing and installation Three-hundred seventy-four dollars and three cents	<u>\$ 374.03</u>	<u>\$2,618.22</u>

Bid # 18-01 LED 2018 Street Lighting Conversion Project

			Dollars and _____ Cents		
8	Each.	16	100MH Cobra Fixture furnishing and installation <u>Two-hundred seventy-eight dollars and three cents</u>	<u>\$ 278.03</u>	<u>\$ 4,448.50</u>
9	L.S.	1	Construction Contingency Allowance (as ordered by Town) <u>Two-thousand five-hundred dollars</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>

BID AMOUNT: \$ 102,794.74


(NUMERALS)

BID AMOUNT: One-Hundred Two-Thousand, Seven-Hundred Ninety-Four Dollars and Seventy-Four Cents
(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED: Affinity LED Light LLC

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Steven R. Lieber - President
Print Representative's Name and Title


Signature

1 Washington Street, Unit 525 - Dover, NH 03820
Address / Street-City-Zip Code

603-828-8919 steve@affinityledlight.com
Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.

Utility Svc. Lower Wattage

TOWN OF HOOKSETT, NEW HAMPSHIRE

Hooksett 2018 LED Street Lighting Conversion Project Bid # 18-01

Bid Sheet of Unit Prices

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
1	Each.	257	50HPS Cobra Fixture furnishing and installation REPLACEMENT PHILIPS-RFS-25W-3K LED STREET LIGHT TWO HUNDRED EIGHTEEN DOLLARS TWENTY NINE CENTS Dollars and \$218 Cents .29 PER FIXTURE INSTALLED	\$150.29 INSTALLATION \$68.00	\$38,624.53 \$17,476 \$56,100.59
2	Each.	55	70HPS Cobra Fixture furnishing and installation REPLACEMENT PHILIPS RFS-30W-3K LED STREET LIGHT TWO HUNDRED EIGHTEEN DOLLARS TWENTY NINE CENTS Dollars and \$218 Cents .29 PER FIXTURE INSTALLED	\$150.29 INSTALLATION \$68.00	\$8,265.95 \$3,740 \$12,005.95
2	Each.	55	70HPS Cobra Fixture furnishing and installation DOUBLE ENTRY FOR 70 WATT FIXTURE SEE ENTRY ABOVE Dollars and N/A Cents	N/A N/A	N/A N/A
3	Each.	28	100HPS Cobra Fixture furnishing and installation REPLACEMENT PHILIPS-RFS-35W-3K-LED STREET LIGHT TWO HUNDRED EIGHTEEN DOLLARS TWENTY NINE CENTS Dollars and \$218 Cents .29 PER FIXTURE INSTALLED	\$150.29 INSTALLATION \$68.00	\$4,208.12 \$1,904 \$6,112.12
4	Each.	17	150HPS Cobra Fixture furnishing and installation REPLACEMENT PHILIPS RFS-54W-3K-LED STREET LIGHT TWO HUNDRED FIFTY NINE DOLLARS TWENTY ONE CENTS Dollars and \$259 Cents .21 PER FIXTURE INSTALLED	\$191.21 INSTALLATION \$68.00	\$3,250.57 \$1,166 \$4,406.57
5	Each.	12	250HPS Cobra Fixture furnishing and installation REPLACEMENT PHILIPS RFM-108W-3K-LED STREET LIGHT THREE HUNDRED THIRTY FOUR DOLLARS THIRTY FIVE CENTS Dollars and \$334 Cents .35 PER FIXTURE INSTALLED	\$266.35 INSTALLATION \$68.00	\$3,196.20 \$816 \$4,012.20
6	Each.	15	175MH Cobra furnishing and installation REPLACEMENT PHILIPS-RFS-54W-3K-LED-STREET LIGHT TWO HUNDRED FIFTY NINE DOLLARS TWENTY ONE CENTS Dollars and \$259 Cents .21 PER FIXTURE INSTALLED	\$191.21 INSTALLATION \$68.00	\$2,868.15 \$1,020 \$3,888.15
7	Each.	7	250MH FLOOD Fixture furnishing and installation REPLACEMENT XTRA-LFLL9000L-30K-UNV-SRG FOUR HUNDRED SIXTY TWO DOLLARS SEVENTY CENTS Dollars and \$462 Cents .70 PER FIXTURE INSTALLED	\$394.70 INSTALLATION \$68.00	\$2,762.90 \$476 \$3,238.90

7	Each	7	Dollars and <u>\$462</u> Cents .70 PER FIXTURE INSTALLED		
8	Each.	16	100MH Cobra FLOOD Fixture furnishing & installation REPLACEMENT XTRA-LFL4500L-30K-UNV-SRG THREE HUNDRED FORTY FIVE DOLLARS FIVE CENTS Dollars and <u>\$345</u> Cents .05 PER FIXTURE INSTALLED	\$277.05 INSTALLATION \$68.00	\$4,432.80 \$1,088 \$5,520.80
9	L.S.	1	Construction Contingency Allowance (as ordered by Town) TWO THOUSAND FIVE HUNDRED DOLLARS Dollars and <u>\$2,500</u> Cents .00	\$2,500.00	\$2,500.00

BID AMOUNT: \$99,985.22

(NUMERALS)

BID AMOUNT: NINETY NINE THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS TWENTY TWO CENTS

(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED: TOM SKEFFINGTON

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Tom Skeffington President

Print Representative's Name and Title

Signature

Utility Service Assistance, Inc., 117 Londonderry Turnpike, Hooksett, NH 03106

Address / Street-City-Zip Code

Office: 603-625-4503 tskeff@utilityserviceinc.com

Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.

A	B	C	E	F	G	H	P	Q	R	S	T		
Existing HPS Fixture Estimated Quantity	Existing Wattage	Existing Fixture Type	Proposed Wattage	Proposed Manufacturer	Proposed Fixture Ordering Information (1)	Material Unit Cost Per Fixture	Extended Cost per Fixture	Labor Costs	Drive Current (mA)	Driver Manufacturer	Diode Manufacturer	Kelvin Temp	Typical Delivered Lumens
257	50	Cobra Head	25	PHILIPS LUMEC	RFS-25W-16LED3K-R2M-UNV-DMG-RCD-PHXL-SP2-GY3	\$ 150.29	\$ 38,624.53	\$ 17,476.00	390	Philips Advance	OSRAM-OSLON	3000	2280
55	70	Cobra Head	30	PHILIPS LUMEC	RFS-30W-16LED3K-R2M-UNV-DMG-RCD-PHXL-SP2-GY3	\$ 150.29	\$ 8,265.95	\$ 3,740.00	490	Philips Advance	OSRAM-OSLON	3000	2840
28	100	Cobra Head	35	PHILIPS LUMEC	RFS-35W-16LED3K-R2M-UNV-DMG-RCD-PHXL-SP2-GY3	\$ 150.29	\$ 4,208.12	\$ 1,904.00	580	Philips Advance	OSRAM-OSLON	3000	4470
17	150	Cobra Head	54	PHILIPS LUMEC	RFS-54W-16LED3K-R2M-UNV-DMG-RCD-PHXL-SP2-GY3	\$ 191.21	\$ 3,250.57	\$ 1,156.00	850	Philips Advance	OSRAM-OSLON	3000	8800
12	250	Cobra Head	108	PHILIPS LUMEC	RPM-108W-32LED3K-R2M-UNV-DMG-RCD-PHXL-SP2-GY3	\$ 266.35	\$ 3,196.20	\$ 816.00	950	Philips Advance	OSRAM-OSLON	3000	13,040
15	175	Cobra Head	54	PHILIPS LUMEC	RFS-54W-16LED3K-R2M-UNV-DMG-RCD-PHXL-SP2-GY3	\$ 191.21	\$ 2,868.15	\$ 1,020.00	700	Philips Advance	OSRAM-OSLON	3000	9,728
7	250	Flood Light	94.5	XTRALIGHT	LFL-900BL-30K-UNV-SRG	\$ 394.70	\$ 2,762.90	\$ 476.00		Philips Advance	lumileds luxeon	3000	5,089
16	100	Flood Light	47.2	XTRALIGHT	LFLM-4500L-30K-DIM-SRG	\$ 277.05	\$ 4,432.80	\$ 1,088.00		Philips Advance	lumileds luxeon	3000	5,089
Construction Contingency Allowance (as ordered by town)						\$ 70,109.22	\$ 27,676.00						
407 Totals						Totals							
4						Construction Bond							
						Total Project Cost							
						\$ 99,985.22							

4-25-18

Information

The following bids were received:

Superior Sealcoat	\$89,300
Sealcoating, Inc.	\$92,284

Information

Fiscal Impact

Prepared By: Diane Boyce , DPW

Concur

TOWN OF HOOKSETT, NEW HAMPSHIRE

Hooksett 2018 Roadway Crack Sealing Project Bid # 18-02

Bid Sheet of Unit Prices -

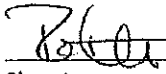
(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
1	Gallons	8,000	CRACK SEAL - Polymer & Crumb Rubber Modified with Fibers	<u>\$ 9.00</u>	<u>\$ 72,000</u>
			<u>NINE</u> Dollars and <u>00/100</u> Cents		-
618.7	HR.	400	Flaggers	<u>\$ 28.50</u>	<u>\$ 11,400</u>
			<u>Twenty Eight</u> Dollars and <u>fifty</u> Cents		-
618.6 1	HR.	40	Uniformed Officer with Vehicle _Eighty-Five	85.00	\$3,400.00
			Dollars and 00Cents		
1008	L.S.	1	Construction Contingency Allowance (as ordered by Town)	\$2,500.00	\$2,500.00
			Dollars and _____ Cents		

BID AMOUNT: \$ 89,300.00
(NUMERALS)

BID AMOUNT: Eighty Nine Thousand Three hundred 00/100
(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED: SUPERIOR SEALCOAT INC
(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

ROBERT VITA, PRESIDENT , PRESIDENT
Print Representative's Name and Title Signature

236 ANDOVER STREET WILMINGTON, MA 01887

Address / Street-City-Zip Code

978-988-5555 INFO@SUPERIORSEALCOAT.COM

Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.

TOWN OF HOOKSETT, NEW HAMPSHIRE

Hooksett 2018 Roadway Crack Sealing Project Bid # 18-02

Bid Sheet of Unit Prices --

(Prices written in word shall govern, Unit Prices shall govern over extended total when discrepancies occur)

ITEM	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
1	Gallons	8,000	CRACK SEAL - Polymer & Crumb Rubber Modified with Fibers Nine Dollars and <u>Thirty-one</u> Cents	\$ 9.31	\$74,480.00 -
618.7	HR.	400	Flaggers Twenty-nine Dollars and <u>Seventy-six</u> Cents	\$ 29.76	\$11,904.00 -
618.6 1	HR.	40	Uniformed Officer with Vehicle Eighty-Five Dollars and 00Cents	85.00	\$3,400.00
1008	L.S.	1	Construction Contingency Allowance (as ordered by Town) Two Thousand Five Hundred Dollars and <u>Zero</u> Cents	\$2,500.00	\$2,500.00

BID AMOUNT: \$92,284.00

(NUMERALS)

BID AMOUNT: Ninety-two Thousand Two Hundred Eighty-four Dollars and Zero Cents

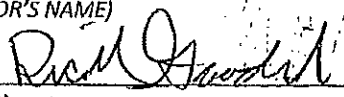
(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED: Sealcoating, Inc.

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Richard L. Goodick, Vice President

Print Representative's Name and Title


Signature

825 Granite Street, Braintree, MA 02184

Address / Street-City-Zip Code

Ph: (781) 428-3400, Email: avia11@sealcoatinginc.com

Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.

Staff Report
Natural Gas Supply Bids
April 25, 2018

Background Discussion of Issues

The Town is currently under contract for natural gas until June 30, 2018. The Town uses UMG Bulk Energy Specialists as our agent. Our current rate is \$0.6200 per therm. The Library and the School District have contracts that end on June 30, 2021, which is 36 months.

Rate History

2010	\$0.9780
2012	\$0.6936
2013	\$0.7980
2016	\$0.6200

<u>Vendor</u>	<u>*36 months pricing</u>
Energy Consultants	\$0.594379
UMB Bulk Energy	\$0.5650
Freedom Energy	\$0.6881

*Pricing is subject to change until contract is signed. Natural gas is commodity and is hard to predict as the markets fluctuate, the benefit of having a 3-year fixed rate allows for better budgeting. This contract is only for the gas itself and not for delivery.

Recommendation (Including Suggested motion, if appropriate)

Motion to have the Town Administrator sign a natural gas contract for 36 months with UMB Bulk Energy as the agent.

Fiscal Impact

The new rate is \$0.565 and the current rate is \$0.62. This is a savings of \$0.055 cents per therm. The Town uses just over 54,000 therms this year. The new rate would save an estimated \$2,970.00 a year.

Prepared By: Christine Soucie, Finance Director

Town Administrator's Recommendation

Concur

Staff Report

Title: Volunteer Appreciation Day Dinner

Date: 4/25/2018

Background Discussion of Issues

Traditionally, in June the town puts on a volunteer appreciation day dinner. For the last few years it's been budgeted to take place at the Merrill-Follansbee legion post in Hooksett. Approximately 130 invitations were sent out last year and approximately 35-50 people attended throughout the course of the event.

Some volunteers mentioned that the time of year makes it difficult for them to attend, but timing has been usually set to coincide before term expirations occur and new folks are sworn in to serve for upcoming terms.

Recommendation (Including Suggested motion, if appropriate)

Select a date for the Volunteer Appreciation Day Dinner.

Fiscal Impact

Budgeted – festivities scaled to # of people attending.

Prepared By: Nick Germain, Project Coordinator

Town Administrator's Recommendation

Concur

Staff Report

Title: Town Personnel Plan Updates

Date: 04/25/2018

Background Discussion of Issues

The Town Personnel Plan was last updated January 24, 2018. Amendments are now needed to:

Section 4 – Workplace Conduct - Drugs and alcohol in the workplace and testing

- Testing – Sections 2, 2A, 2D to comply with U.S. Department of Transportation (DOT) drug testing for four semi-synthetic opioids (i.e. hydrocodone, oxycodone, hydromorphone, oxymorphone).

Recommendation (Including Suggested motion, if appropriate)

Town Council motion to approve the amendments to the Town Personnel Plan as presented effective April 25, 2018.

Fiscal Impact

None.

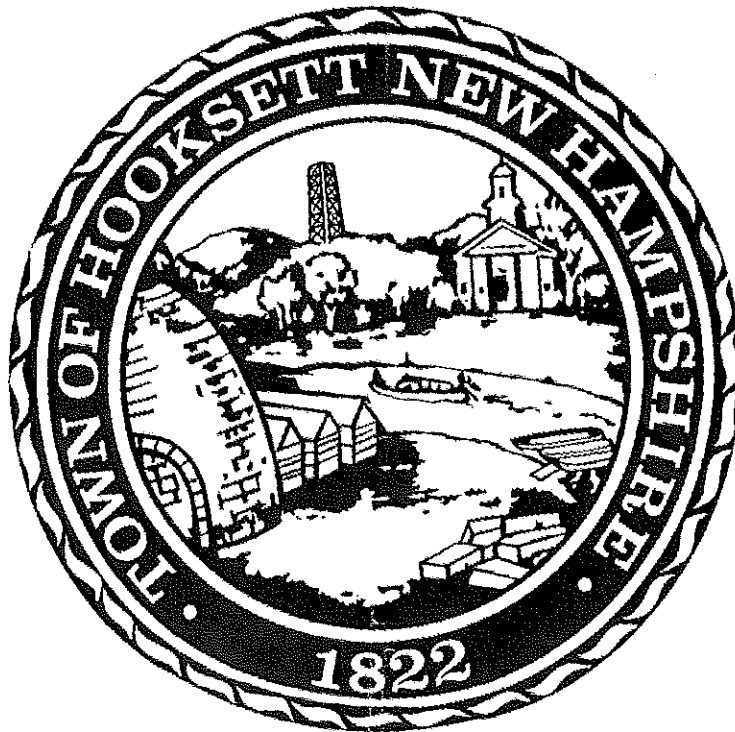
Prepared By: Donna Fitzpatrick, Administrative Services Coordinator

Town Administrator's Recommendation

Concur

TOWN OF HOOKSETT

PERSONNEL PLAN



This document supersedes all personnel policies previously established or approved by the Town Council.

Approved - February 17, 2010
Latest revision - ~~January 24, 2018~~ April 25, 2018

4. WORKPLACE CONDUCT

Drugs and alcohol in the workplace and testing

The Town follows all protocols of the U.S. Department of Transportation drug and alcohol testing program for all employees whether they fall under the federal criteria, or not.

1. Prohibitions. No employee shall report for duty, remain on duty or operate a Town vehicle or any equipment, while under the influence, while in possession of, or while using alcohol or a controlled substance, or over-the-counter medications which may have an effect. In the case of controlled substances, an exception is made if prescribed by or used pursuant to advice of a physician. The employee must be advised by their physician or pharmacist that the substance won't impair their ability to operate a motor vehicle. Any employee shall inform their supervisor of therapeutic drug use that may impair the employee's ability to perform job functions. Please see "Prescription medication and over-the-counter medication" for more information.

Employees shall not perform safety sensitive functions within four hours after using alcohol.

No supervisor having actual knowledge that an employee is under the influence, in possession of, or using alcohol or a controlled substance, shall permit the employee to perform or continue to perform safety sensitive or non-safety functions.

2. Testing. Testing shall apply to all employees. The refusal to submit to a required test will be treated as a positive result.

~~The following classes of drugs will be subject to testing by urinalysis: marijuana, cocaine, phencyclidine (PCP), opiates (includes codeine) and amphetamines, and any other class of drugs covered under the U.S. Department of Transportation Drug and Alcohol regulations. Alcohol testing is done through breath analysis or any other method used by the collection site facility in accordance with approved U.S. DOT protocol.~~

Drug testing will be completed by urinalysis and alcohol testing will be completed through breath analysis or any other method used by the collection site facility in accordance with approved U.S. DOT protocol.

In addition to the existing DOT drug testing panel (that includes marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates), you will **also** be tested for four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin, Percodan, Percocet, Vicodin, Lortab, Norco, Dilaudid, Exalgo.

Positive test result: (Employee fails drug/alcohol test) A positive result during the initial screening requires that the laboratory do a confirmation test. Once confirmed, the results are submitted to the MRO. The MRO will attempt to contact the employee. The MRO will either declare a verified positive test, or cancel the positive result after discussion with the employee. In the event the MRO is unable to contact the employee in accordance with DOT regulations, the laboratory positive result will be reported to Human Resources. Human Resources will contact the Department Head with the test results. The Department Head will contact the employee and arrange to meet with them and discuss the disciplinary measures to be taken. See "Positive test consequences".

If you test positive for any of the semi-synthetic opioid drugs, then as with any other drug test result that is confirmed by the laboratory, the Medical Review Officer (MRO) will conduct an interview with you to determine if there is a legitimate medical explanation for the result. If you have a valid prescription, you should provide it to the MRO, who will determine if the prescription is valid. If a legitimate medical explanation is established, the MRO will report the result to your

employer as a "negative" OR possibly "negative with a safety warning". If not, the MRO will report the result to your employer as 'positive'.

In the case of a positive drug test result, the employee may request a test (B bottle) (at their own expense) of the split sample urine specimen by contacting the MRO. Should the test result in a negative test result, the Town will reimburse the cost of the test (B bottle) to the employee. The employee will be reinstated with back pay and full benefits. Documentation of the negative test result will be placed in the employee's file.

Types of drug and alcohol testing include pre-employment, reasonable cause/suspicion, post accident involving fault or injury, random, return to duty, and follow-up.

Positive alcohol screenings are confirmed through a second breath analysis. After various steps, which could include a discussion with the employee, the MRO will declare a verified positive test or cancel the test altogether.

Positive test consequences: Employees who are directed to take a test and refuse to cooperate will be subject to immediate suspension and will be treated as an employee who tests positive.

If the employee's drug test result is positive, the employee is placed on paid administrative leave for the remainder of the workday and driven home. The employee is then placed on unpaid suspension. The employee's unpaid suspension from work will be for a minimum of seven workdays and a maximum unlimited days until the employee does all of the following:

- Meet with a licensed substance abuse professional for assessment and begin appropriate treatment.
- A fit-for-duty report must be provided to Human Resources.
- Take and pass a drug and/or alcohol test at the Town's medical facility.

A. Pre-employment. All offers of employment extended for any position safety-sensitive positions and positions requiring a CDL A/B must be conditioned upon negative drug and alcohol tests. If the applicant fails the test, the offer of employment shall be withdrawn.

B. Reasonable Cause/Suspicion. Reasonable cause/suspicion includes but is not limited to personal and contemporaneous observation of specific behaviors or performance or physical characteristics which indicate that an employee may be under the influence of drugs or alcohol during work hours.

A supervisor trained in the detection of symptoms of drug and alcohol abuse must observe the behavior of any employee who appears to be under the influence of drugs or alcohol at work. If available, another person should witness or confirm these observations. These observations must be documented in writing. The supervisor shall observe and consider the employee's performance, speech, breath odor, balance, overall appearance and any physical evidence of alcohol or drugs.

The supervisor will do the following.

- Approach the employee and ask, "Are you feeling okay?" or "How are you feeling?" This is a non-threatening, non-defensive way to begin your discussion. Remember that behavior which can indicate drug and/or alcohol use may be an indication of a variety of other medical or non-medical conditions.

- Ask the employee if they are taking any prescription medication or other medication that may cause the appearance of drug or alcohol impairment. If appropriate, require the employee to provide written proof of such within 24 hours.
- Listen very carefully to the response given by the employee. Using your best judgment, determine if the employee is a threat to their safety or the safety of others based on your concerns and observations. If you believe the employee is not fit for duty remove the employee from their regular duties.
- After removal of the employee from their duties, ask the employee to wait for you in a private office or area. Escort the employee to that location. Have someone wait with the employee while you contact the Department Head for approval to drug and/or alcohol test. Be prepared to describe specifically the documented behaviors and physical symptoms that indicate to you that this employee may be under the influence of an a drug or alcohol.
- Once approval is received, contact the medical facility to arrange for the tests.
- Inform the employee that they will be tested and what they will be tested for.
- If the employee refuses to be tested inform them that refusal will result in suspension without pay and they will be treated as an employee who tests positive. If the employee still refuses, restate the repercussions of refusing the test. Should the employee refuse a third time, contact the Department Head for approval to suspend. If you are the Department Head, follow suspension guidelines listed under section "XI Positive Test". Do not allow the employee to go home on their own accord. Arrange to transport the employee home. Thoroughly document the meeting. Documentation must be completed and signed by a witness within 24 hours of the meeting.
- If the employee consents to be tested, accompany the employee to the medical facility. Stay with the employee until the test(s) are completed. Inform the employee that they will be placed on paid administrative leave for the remainder of the workday and suspended without pay pending the results of the test(s). Take the employee home after the test is complete or arrange for transportation. Do not allow the employee to go home on their own accord. Document the meeting and show the administrative leave and suspension on applicable time sheets.
- The transportation of an employee appearing to be under the influence will require the supervisor to attempt to contact the employee's family to arrange transportation. The supervisor will make reasonable efforts to get the employee home safely. The supervisor will not detain the employee against their will, however, under certain circumstances it may be necessary for the supervisor to contact local police.
- Notify Human Resources of all of the above.

Reasonable cause/suspicion negative test result: (Employee passes drug/alcohol test)
Human Resources will be contacted with the results of the test. Human Resources will contact the Department Head with the results of the test(s). The Department Head will inform the employee that they will be allowed to return to work without loss in pay and benefits unless the behavior(s) itself which prompted the test warrants discipline or it is established that the employee was impaired due to other reasons in violation of this policy.

C. Post Accident. After an accident of any type (motor vehicle or non-motor vehicle), an employee may be subject to testing and/or disciplinary action based on reasonable cause. Testing

is also required if the accident results in a fatality or injury of any sort, or if the employee is found to be at fault of the accident.

Drug testing must be performed as soon as practicable after the accident. Alcohol testing must be performed within two hours after an accident. If, for unavoidable reasons, alcohol testing is performed beyond two hours but before eight hours post accident, the Department Head must document why there was a delay in testing. If alcohol testing cannot be performed within eight hours post-accident, all attempts to an alcohol test shall stop. The Department Head must document why testing could not be done within the required period. Any employee that is involved in an accident in which alcohol testing is required must abstain from alcohol use until they are alcohol tested; or eight hours have elapsed post accident. Post accident alcohol testing may be performed or referred by trained law enforcement officials in lieu of a medical facility. If testing is performed post accident, follow the procedures outlined under "Reasonable Cause." The employee's supervisor will transport the employee or arrange to have the employee transported to the testing or collection site.

If an employee is injured, unconscious, or otherwise unable to consent to testing, all reasonable steps will be taken to obtain a sample. The Department Head will notify the hospital or medical treatment facility where the employee has been taken, of the need to obtain specimens for drug and alcohol testing. Necessary medical attention will not be delayed in order to collect any specimen and any injury to the employee should be treated first.

The consequence for a positive post accident test result is immediate discharge. An employee will be suspended without pay pending the result of post accident test(s). In the event that the test(s) are negative, the employee will be reinstated without loss of pay or benefits, unless other conduct warrants discipline under Town policy.

D. Random. The consortium is responsible for the random selection of employees for testing and will provide a list of randomly selected employees to Human Resources. Random tests will be conducted on a monthly or quarterly basis at threshold levels prescribed by the Town. Each employee in the pools will be assigned an identification number. The random pools consist of safety-sensitive positions and positions requiring a CDL A/B. Except for providing and updating the employees information to the consortium, the Town will not be involved in the random selection process.

April 25, 2018

Section 4 – Workplace Conduct - Drugs and alcohol in the workplace and testing

- Testing – Sections 2, 2A, 2D to comply with U.S. Department of Transportation (DOT) drug testing for four semi-synthetic opioids (i.e. hydrocodone, oxycodone, hydromorphone, oxymorphone).

Staff Report

Title: District #4 Town Councilor Vacancy as of 05/01/18

Date: 04/25/2018

Background Discussion of Issues

Present District #4 Councilor Marc Miville has resigned his position effective April 30, 2018 to become the Town's Moderator effective May 1, 2018. This leaves a District #4 vacancy through June 30, 2018.

Per the Town Charter Section 3.3 "*Vacancies occurring in the office of Councilor at any time shall be filled by a dully qualified member of said District by appointment by affirmative vote of the Council within thirty (30) days of a declared vacancy . . . Such appointed or elected appointee shall hold office until the next regular election (for that seat)*" The next regular election for the District #4 seat is March 2021 for effective date July 1, 2021.

John Durand is a write-in elected official for District #4 Council seat effective July 1, 2018 – June 30, 2021. Mr. Durand has accepted this position in writing to Town officials. He will also accept the Council's appointment to fill the District #4 vacancy through June 30, 2018, should the Council vote to appoint him.

April 25th Council Meeting: Declare District #4 vacancy

May 9th Council Meeting: a) Council vote to appoint a Councilor to District #4 to fill vacancy through June 30, 2018, and b) Councilor sworn-in at this Council meeting and may vote on agenda items before the Council. Recommend the Council appoint John Durand to fill District #4 vacancy, since he will commence his elected position on July 1, 2018.

July Council Meeting: All re-elected Councilors and first time elected Councilors receive their official swearing-in ceremony as the FY 2018-2019 Council.

Recommendation (Including Suggested motion, if appropriate)

April 25th: Motion to declare District #4 Council seat vacant effective 05/01/18 per Town Charter Section 3.3.

May 9th: Motion to appoint John Durand to fill District #4 Council seat vacancy through June 30, 2018 per Town Charter Section 3.3.

Fiscal Impact

None.

Prepared By: Donna Fitzpatrick, Administrative Services Coordinator

Town Administrator's Recommendation

Concur