

AGENDA

Town of Hooksett Town Council

Wednesday, June 12, 2019 at 6:00 PM

A meeting of the Town Council will be held Wednesday, June 12, 2019 in the Hooksett Municipal Building commencing at **6:00 PM**.

Page

1. **CALL TO ORDER**
2. **PROOF OF POSTING**
3. **ROLL CALL**
4. **PLEDGE OF ALLEGIANCE**
5. **SPECIAL RECOGNITION**
 - 5.1. Hooksett Police - Swearing-in ceremony new Police Officer
 - 5.2. Hooksett Municipal Employee - New Hire
6. **SCHEDULED APPOINTMENTS**
 - 6.1. Town Clerk, Todd Rainier - Civil Forfeitures for Unlicensed Dogs (see new business item 16.1 for details)
7. **APPROVAL OF MINUTES**
 - 7.1. Public: 05/22/2019
TC Minutes 052219-U 5 - 19
 - 7.2. Non-Public: 05/22/2019
8. **AGENDA OVERVIEW**
9. **PUBLIC HEARINGS**
10. **CONSENT AGENDA**
11. **TOWN ADMINISTRATOR'S REPORT**
12. **PUBLIC INPUT - 15 MINUTES**
13. **NOMINATIONS AND APPOINTMENTS**
 - 13.1. Nominations and appointments - June
Staff Report - SR-19-099 - Pdf 21 - 36
 - 13.2. District #6 Councilor Nomination 07/01/2019-06/30/2020
District #6 Notice 37 - 38
14. **15 MINUTE RECESS**
15. **OLD BUSINESS**
 - 15.1. Police Station Renovations – Roof Top Unit (RTF) Replacement (tabled at 05/22/19 TC Meeting) 39 - 44

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

Staff Report - SR-19-108 - Pdf

- 15.2. Classification Pay Plan Update(s) (tabled at 05/22/19 TC Meeting) 45 - 49

Staff Report - SR-19-106 - Pdf

- 15.3. Unsealing of Council Non-Public session minutes (June 2018-May 2019), if in the opinion of a majority of members, the circumstances that sealed the minutes no longer apply in accordance with RSA 91A:3 III.(tabled at 05/22/19 TC Meeting) 51 - 52

Staff Report - SR-19-098 - Pdf

16. NEW BUSINESS

- 16.1. Civil Forfeiture Notices for Unlicensed Dogs 53 - 54

Staff Report - SR-19-100 - Pdf

- 16.2. TIF (Tax Increment Finance) District Sewer Engineering Design Contract 55 - 59

Staff Report - SR-19-107 - Pdf

- 16.3. Fire Rescue Dept - Ambulance 2 Replacement 61 - 77

Staff Report - SR-19-102 - Pdf

- 16.4. Town Wide Line Striping 79 - 81

Staff Report - SR-19-104 - Pdf

- 16.5. Roadway Crack Sealing 83 - 85

Staff Report - SR-19-105 - Pdf

- 16.6. Budget Transfer #2019-06 87 - 91

Staff Report - SR-19-101 - Pdf

- 16.7. FY 2018-19 Budget Encumbrances Review 93 - 95

Staff Report - SR-19-103 - Pdf

17. SUB-COMMITTEE REPORTS

18. PUBLIC INPUT

19. NON-PUBLIC SESSION NH RSA 91-A:3 II

20. ADJOURNMENT

PUBLIC INPUT

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

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

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 of Hooksett
Town Council Meeting Minutes - Unofficial
Wednesday, May 22, 2019**

The Hooksett Town Council met on Wednesday, May 22, 2019 at 6:00 in the Hooksett Municipal Building.

CALL TO ORDER

Chair Sullivan called the meeting of 22 May 2019 to order at 6:16 pm.

PROOF OF POSTING

Administrative Services Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL-NON-PUBLIC SESSION #1

In Attendance: Councilor James Sullivan, Councilor Robert Duhaime, Councilor John Durand, Councilor James Levesque, Councilor David Ross, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk

Missed: John Giotas

NON-PUBLIC SESSION #1

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.

J. Sullivan motioned to enter non-public session #1 of 05/22/19 at 6:16 pm per NH RSA 91-A:3 II (c). Seconded by C. Karolian.

Roll Call #2

R. Duhaime – yes

J. Durand – yes

D. Ross – yes

J. Levesque – yes

A. Walczyk – yes

J. Giotas – not present

C. Karolian – yes

T. Tsantoulis – yes

J. Sullivan - yes

Vote in favor (8-0).

J. Sullivan motioned to exit non-public session #1 of 05/22/19 at 6:34 pm. Seconded by T. Tsantoulis.

Vote unanimously in favor (8-0).

J. Sullivan motioned to seal the non-public session #1 minutes of 05/22/19. Seconded by R. Duhaime.

Vote unanimously in favor (8-0).

CALL TO ORDER - PUBLIC SESSION

Chair Sullivan called to order the public session of 22 May 2019 at 6:41 pm.

ROLL CALL- PUBLIC SESSION

TC Minutes 052219 - U

In Attendance: Councilor James Sullivan, Councilor Robert Duhaime, Councilor John Durand, Councilor James Levesque, Councilor David Ross, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk

Missed: John Giotas

PLEDGE OF ALLEGIANCE

Chair Sullivan called for the Pledge of Allegiance.

SPECIAL RECOGNITION

Hooksett Youth Achiever of the Month

T. Tsantoulis: The Hooksett Youth Achiever award recognizes young people who step up and go above and beyond to give of themselves to help others. To me, this is a big deal. This month we recognize Austin Leborgne for this distinction. Austin regularly donates his time to the Hooksett Congregational Church's Community Kitchen. He is involved with the Boys and Girls Club of Derry's Future Business Leaders of American. Recently, he helped the Hooksett Police and Fire Department with their Active Shooter exercise at Cawley School. While engaged in all of these activities, Austin has maintained honors or high honors at Pinkerton Academy where he is a junior. He has the support of his two parents, who must be very proud of him. Austin, we are proud to present you with the Hooksett Youth Achiever Award.

Chair Sullivan: Congratulations, Austin, to you and your parents. Thank you. The town of Hooksett is proud of you for all that you do. Good luck.

SCHEDULED APPOINTMENTS

Cindy Robertson, Chair of Conservation Commission, ATV use on Chester Turnpike

Chair Sullivan: We asked the Conservation Commission to come before the Council to offer its recommendation regarding ATV use on the Class VI portion of Chester Turnpike.

C. Robinson: We were charged with looking at the three mile stretch of the Class VI road on Chester Turnpike. This runs from the gate to the Allenstown border. First, ATV use is not allowed on conservation land. Our Stewardship Plan was approved in 2015. The conservation land is closed to wheeled motorized vehicles. When we held a hearing on this, two gentlemen came before us representing the Southern NH ATV Off Road Club. This club is not recognized by the State because they have no trails. They gave information which later proved to be inaccurate. All they could offer was trail maintenance and signage. Parking is an issue because the parking area is not part of our stewardship plan. It is an easement on private property. We invited abutters, including Manchester Water Works and Bear Paw. The consensus was that ATVs do damage to the land and to vernal pools. The Fish & Game Department reported complaints from hunters. The Hooksett Police Department said it does not get a lot of calls because calls go to Fish & Game, which claims that one employee monitors eight to ten towns, and he is not able to sufficiently monitor all of them. Town Clerk Todd Rainier corrected information from the ATV club regarding the need for ATVs to be trailered. Our recommendation is that ATV use not be allowed on Chester Turnpike. Because our stewardship plan does not cover the parking lot, there has been a blending of issues which is not correct.

Chair Sullivan: On May 13, 2019, the Conservation Commission heard a subcommittee report on ATV use on the Class VI road on Chester Turnpike in Hooksett. At that meeting Deb Miville made a motion, which was seconded by Joanne Woodburn, stating that the Conservation Commission agrees with the subcommittee recommendation to ban ATV use on this Class VI road.

106 T. Tsantoulis: What is the next step?

107

108 J. Bouchard: I will remind you that, on December 12, 2018, Councilor Winterton made a motion to allow
109 ATV use on this right of way until June 30, 2019.

110

111 T. Tsantoulis: Are we required to have another public session?

112

113 Chair Sullivan: I don't believe it is required.

114

115 D. Ross: We have spent an exhaustive amount of time on this subject. Town Clerk Rainier gave a full
116 explanation of what is and is not allowed on NH roads. It takes five minutes to cover this three-mile
117 stretch. Who would drive three miles, turn around and drive three miles back? These people brag about
118 going where they are not allowed. There is no benefit to allowing ATV use on this road. The
119 Manchester Water Works property is a watershed for Massabesic drinking water. Kudos to the
120 Conservation Commission members who worked on this.

121

122 D. Fitzpatrick: We do not need a public hearing. There will be an opportunity for public input tonight
123 under item #14 of the agenda, which is before the Council takes up #18.1 under new business.

124

125 C. Karolian: I assume trail bikes are not included as ATVs.

126

127 C. Robinson: Two-wheeled trail bikes are not allowed on conservation land.

128

129 Chair Sullivan: I assume that emergency vehicles are allowed.

130

131 C. Robinson: Yes.

132

133 R. Duhaime: Are there any other privately-owned lots besides those on Wiggins Roads?

134

135 C. Robinson: Not that I know of.

136

137 R. Duhaime: Was it the Clay Pond area where damage such as the cutting of trees occurred?

138

139 C. Robinson: Yes.

140

141 Chair Sullivan: On the second page of the report, there is one misrepresentation, saying that ATV's are
142 permitted on the Allenstown side.

143

144 C. Robinson: That was a claim made by the Southern NH ATV Club. The Conservation Commission
145 checked with the Allenstown police and verified that they do not allow it.

146

147 Chair Sullivan: How did the ATV club know about the January 4, 2019 meeting?

148

149 C. Robinson: Steve Couture reached out to the abutters via email, asking for input. I do not know how
150 the ATV club knew about the meeting. Perhaps it was from the December 12, 2018 Town Council
151 meeting.

152

153 Chair Sullivan: I assume that the NH ATV Club has continued to do what they agreed to in 2001.

154

155 C. Robinson: This was not conservation land in 2001.

156

157 D. Ross: In 2001, this was a temporary agreement which could be terminated with a 30-day notice.

158

159 C. Karolian: What about a electric bicycles?

160

161 D. Ross: They have a motor.

162

163 A. Walczyk: Motor does not mean gas.

164

165

166

167

Sue Wiley, Treasurer for Hooksett Kiwanis - Regarding a Hooksett 5k Road Race

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

Ms. Mack: Thank you for allowing me to speak and for your approval.

Scheduled Activity Update - Economic Development Advisory Committee

Dave Scarpetti: We have ten members on this committee. I am the chairman. Other members include Paul Scarpetti, Matt Barrett, Ivan Gult, Dan Lagueux, Alden Beauchemin, Mark Chagnon, Roger Duhaime, Jim Sullivan, and Brett Scott as an alternate. We have a really good committee. We meet on the third Wednesday of the month at 5:00 pm. We have been attending Hooksett Sewer Commission meetings regarding the Route 3A TIF district. Steve Mara and Jared Reynolds of the Merrimack County Business Administration Office have met with us to discuss ways to assist us with state funding of infrastructure construction. We are hoping that the new Town Administrator will help us and advise us on this. We helped the Sewer Commission with its non-binding agreement with Jeff Larrabee and the investors for the Hackett Hill project at Exit 11. We supported the Sewer Commission as it dedicated two million dollars for the cost of two eight-inch sewer lines running under the river to the Tri-Town Ice Arena parking lot. The pump station has not been built yet. This year we sent a letter to Kathie Northrup in support of her application for a state grant to help fund the preservation and interior refurbishing of the Old Town Hall, in hopes that some meetings could be held there in the future. We also supported the request for a grant to purchase a one-million-gallon water tank. Roger Duhaime became a member of our committee this year, representing the ZBA. We heard from the USDA regarding a Water and Waste Disposal Grant Program for which Hooksett is eligible because it is a rural town. The Planning Department has had a lot of inquiries regarding variances and relocating to Bypass 28. After careful consideration and debate, on Monday evening this week, we recommended rezoning the Bypass to commercial only as far as Farmer Road. Nicholas Williams, our Town Planner has checked with other towns regarding architectural guidelines as part of the design review process. We don't have regulations regarding materials and designs. Most buildings are steel constructed because it is the cheapest. We used to have a Beautification Committee and the Planning Board used to have an architect. We suggested that the Planning Board establish a subcommittee represented by various board, committee and staff members to develop a regulations manual in order to put teeth in the guidelines/requirements.

Chair Sullivan: We only have minimum standards now.

211 D. Scarpetti: Matt Lavoie and Nick Williams have formed a utilities committee so that all utilities are
212 informed about development on Route 3A, including water and gas, not just sewer. Nick has done a
213 great job. The EDAC wants to make things happen and to have better communication among
214 committees, boards and staff. Bruce Thomas, who worked as an engineer in Manchester, is a great
215 asset. We have five water companies, which is often confusing. We have interviewed two of them –
216 Village and Central – and it is possible that they will merge. Bridgett Beckwith of State Economic Affairs
217 met with us regarding Economic Revitalization Zones. Developers could receive \$240,000 in tax credits
218 through this program. We try to have someone come to present to us once a month. Kathy Lawrence
219 does a great job with the agendas and minutes. We look forward to working with new Town
220 Administrator Andre Garron, who has a great track record.

221
222 C. Karolian: I thoroughly agree with you about the looks of buildings. For the future, they should be
223 more aesthetically pleasing; no more same old, same old.

224
225 D. Scarpetti: We need residents to vote on it.

226
227 C. Karolian: It would be beneficial to the town of Hooksett.

228
229 D. Scarpetti: There are some nice buildings. We have CMC and the Regency Building. Across from
230 Zapora Road, there will be a 12,000 square foot building like Giovanni's on Route 3A. It is the same
231 owner. On Smyth Road, there are plans for 33 commercial townhouses. Nick Williams has been asking
232 developers to come in with color renderings and specific materials to be used. Landscaping and
233 parking spaces are a challenge because the developer agrees to certain things and it is later learned
234 that more parking has been added or trees are missing. How do you regulate that?

235
236 Chair Sullivan: Follow-up is needed.

237
238 D. Scarpetti: There is a two-year bond for landscaping, but someone needs to regulate that.

239
240 C. Karolian: We need to go beyond rent-a-space centers lined up.

241
242 D. Ross: This is tricky because you don't want them to scare developers away. Regarding revitalization
243 zones, isn't the Council supposed to deal with those? At the TRC meetings, all of that is supposed to be
244 brought up.

245
246 D. Scarpetti: We want signage for the five zones, but DOT says we can't put signs in the right of ways.

247
248 D. Ross: Hooksett Road needs revitalizing. Let's deal with the existing properties. What about the
249 proliferation of storage containers which are replacing warehouses? This is taxable property that is not
250 getting taxed. Don't we need some regulations on that?

251
252 Chair Sullivan: The EDAC is trying to do this. When developers come in, we want them to know what
253 they have to do. We are working with Planning and Zoning.

254
255 D. Scarpetti: People have asked about low-interest loans to improve storefronts. Manchester has this,
256 but we do not.

257
258 D. Fitzpatrick: When I worked in Community Development, we had an Aesthetics Committee. Walmart
259 is a good example of the results that were achieved because of that committee.

260
261 R. Duhaime: Thanks for coming in. We need to have a level playing field.

262

263 A. Garron: I like the things you have been talking about. Architectural review is challenging. It will be
264 great to work with you on this. All of this can be accomplished. The best way to eat an apple is one bite
265 and a time. If they are not already noted, we should have the revitalization zones noted on our GIS.
266

267 **Eagle Scout Project – Lacrosse Practice Wall** (moved up to accommodate the presenter)
268

269 D. Korkosz: The plan you see now has not been finalized but is pretty much complete. Mr. Thomas
270 wants to have someone on his staff double check it before adding the PE stamp.
271

272 E. Labonte: As the staff report indicates, we recommend approval, subject to the PE stamp. You will
273 see that the footers are larger. Rebar and spacing have been increased. The location is on land
274 included in the DOT lease. The wall is fine as long as it can be removed in 90 days.
275

276 Chair Sullivan: According to the terms of the November 3, 1972 lease, there can be no permanent
277 improvements, nothing can be installed that cannot be removed in 90 day, the DOT is to be held
278 harmless in terms of liability, and the town must be prepared to vacate with a 90-day notice.
279

280 E. Labonte: This wall is not a community center or a building.
281

282 D. Ross: I am concerned about the expense if this needs to be removed. You will need an excavator
283 and a dump truck. Maybe a bond is needed. Also, the DOT may up the price of the lease if they look
284 into this. We don't want to poke a sleeping bear.
285

286 C. Karolian: I appreciate everything you are trying to do. If the footing is five feet underground, is it
287 considered permanent?
288

289 E. Labonte: It is no different than the scoreboards and football posts. It is not much different from what
290 is already there.
291

292 D. Korkosz: If the DOT gets involved, their first concern will not be this Eagle Scout project.
293

294 A. Walczyk: I notice that you have changes in the plan from your last presentation, so the costs may go
295 up. Will you be able to take care of extra costs if they are incurred? Do need to consider the additional
296 cost of removal? Getting an estimate on that might help move things along.
297

298 B. Thomas: If the wall has to be removed, we would bury the footing and remove the vertical. It would
299 take a few hours. It is not that big of a deal. To ask a Scout to do a bond is overkill.
300

301 J. Durand: I commend you for your work on this project. My concerns are that it could be a giant graffiti
302 wall, someone might try to climb it and get injured, or the granite may break down and need repair.
303

304 D. Korkosz: Mr. Arnone has suggested painting it green, so it will not be an eyesore. It will have various
305 logos on it, too. It is not in a bad neighborhood, so I don't think graffiti is a big concern.
306

307 T. Tsantoulis: I agree with Mr. Thomas and Mr. Labonte. Removal would not be a big project. The lease
308 has been in effect since 1972, so I do not expect the DOT to take interest any time soon. An Eagle
309 Scout gets to do his project and the skills of lacrosse players will improve.
310

311 C. Karolian: Can it be placed on town property?
312

313 E. Labonte: Phil Arnone says this is the best location.
314

315 R. Duhaime: The wall is located to prevent injury. The green paint will preserve it. We cannot get a
316 roundabout, so DOT is not coming here. Concrete can be ground on site and used as subsurface
317 material.

318
319 ***J. Duhaime motioned to approve the construction of the Lacrosse Wall as proposed by Duncan***
320 ***Korkosz, subject to the receipt of a PE stamped design. A. Walczyk seconded the motion.***
321

322 J. Duhaime: If we wait for a DOT response, it will be a long wait.
323

324 C. Karolian: I commend you and am not negative on your project, but I feel compelled to ask these
325 questions. I would be remiss if I did not.

326
327 D. Ross: Do we have to contact the State? We got fined once when we thought that what we were
328 doing was okay.

329
330 J. Durand: It wouldn't hurt to make a phone call.
331

332 D. Ross: There is a definition issue here. Is it permanent or not?
333

334 T. Tsantoulis: The engineer said it is not permanent.
335

336 Chair Sullivan called for a roll call vote on the motion.
337

338 ***Roll Call Vote #3***

339 ***D. Ross abstain***

340 ***A. Walczyk Yes***

341 ***J. Durand No***

342 ***R. Duhaime Yes***

343 ***T. Tsantoulis Yes***

344 ***J. Levesque Yes***

345 ***C. Karolian Yes***

346 ***J. Sullivan Yes***

347 ***Voted in favor (6-1; one abstention).***
348

349 **PUBLIC INPUT**
350

351 Chair Sullivan: I am going to read comments from Gianna Valentino into the record.
352

353 *Cindy never reached out to any of the residents or asked for feedback from them. I am the one who*
354 *pushed the issue last fall. The original contract with the ATVs was with ATV of NH and also involved*
355 *the Hooksett Fire Department. I got an oral history from the past president and the current president of*
356 *ATV of NH that stated the Hooksett fire department wanted to make sure fire trucks go down the Class*
357 *VI portion of the road to Allenstown in case there was a forest fire.*
358

359 Chair Sullivan: That was the question that I asked and I was told that it would be available. Now I will
360 continue with what she said.

361
362 *This was very important to the Hooksett fire department at the time the 2001 ATV contract was signed.*
363 *Allenstown was beyond thrilled with the fact that fire trucks could access the road; you can see on the*
364 *original documents that the Hooksett fire department was involved with the contract and agreement*
365 *with ATV of New Hampshire. I assume that the town will not be continuing any ATV use due to the fact*

366 *there is no club which has worked out a plan with the town. An escape route on Chester Turnpike for*
 367 *the residents is vital. If there's a natural disaster we would either have to drive to the left to Route 43 or*
 368 *to the right to Route 28. If there was a forest fire blocking our access to Whitehall Road, we would have*
 369 *no way out except the class six road.*

370

371 Chair Sullivan: This is my comment. They could access it because it could be removed.

372

373 *If the town ends up putting in boulders or makes the road inaccessible with gates and locks, it is a*
 374 *safety hazard to residents. In 2003, when there were monsoon rains during the Mother's Day storm, the*
 375 *bridge gave way. The people who lived at the other side of the bridge could not access our side of*
 376 *Chester Turnpike that connected to civilization. Those residents had two choices, to either take a canoe*
 377 *across Clay Pond or go down the class six portion of Chester Turnpike. Cindy did not get the history*
 378 *from the past president and she didn't ask any residents. Cindy did not show concern for residential*
 379 *input. It is my job to advocate for the residents on this road and for the safety of us in case there is a*
 380 *natural disaster, fire, or flood. No one plans for a disaster. We cannot have the class six blocked with*
 381 *boulders or locks. I don't care if ATVs are continued or not. What I care about is whether or not*
 382 *permanent fixtures are put in that make it that residents on this road cannot flee in case there's a fire or*
 383 *flood. Make sure you put in a plan to keep the road accessible to residents and the fire department.*
 384 *Based on the December 12th vote, any ATV club has until June 30th to work out an acceptable plan*
 385 *with the town. There are 30 days left.*

386

387 **NEW BUSINESS**

388 **Conservation Commission- Recommendation for Right of Way Trail Easement on Chester** 389 **Turnpike**

390

391 ***D. Ross motioned to cease the allowed use of ATV's on the Class VI portion of Chester***
 392 ***Turnpike, effective July 1, 2019. J. Durand seconded the motion.***

393

394 D. Ross: The reason for making this effective as of July 1st is so we do not undo the previous
 395 permission granted until the end of June.

396

397 T. Tsantoulis: In as much as I respect the rights of some of those impacted by this, it is in fact an
 398 environmentally sensitive area, mainly because of the effect on drinking water. A lot of ATV drivers
 399 have zero respect for the land. Unfortunately, those who do have respect get punished. I want this in
 400 the public record, that we have to do what is best for the majority of people.

401

402 J. Duhaime: The town is invested in this conservation land and Bear Paw has a stewardship
 403 responsibility. We are obligated to take this action. There is a lot of ATV use on this road. Things have
 404 changed and there is not as much open land as there was 30 years ago. We are concerned about
 405 aesthetics here just as we are concerned about aesthetics regarding commercial development.

406

407 J. Bouchard: Is there a plan for signage or notification? This would give us something to enforce.

408

409 C. Robinsons: Bear Paw will take care of this. It will be posted at the kiosk.

410

411 D. Fitzpatrick: I would like to ask Nick Germain if this could be included in the Newsletter.

412

413 C. Karolian: Can it be posted by July 1st?

414

415 C. Robinson: I can't vouch for that. A list of rules is posted on all of our properties.

416

417 N. Germain: This could be included in the newsletter, but I must caution that there is no precedent for
418 this.

419
420 Chair Sullivan: It will be in the minutes of this meeting and can be on the home page of the town
421 website.

422
423 R. Duhaime: Could you ask Bear Paw to do this faster than normal?

424
425 C. Robinson: I know they are working on it.

426
427 E. Labonte: We could put a sign up because it's a Class VI road. Would you like us to do that?

428
429 A. Walczyk: Yes, please.

430
431 Chair Sullivan called for a roll call vote on the motion.

432
433 **Roll Call Vote #4**

434 **A. Walczyk Yes**

435 **J. Levesque Yes**

436 **D. Ross Yes**

437 **R. Duhaime Yes**

438 **J. Durand Yes**

439 **C. Karolian Yes**

440 **T. Tsantoulis Yes**

441 **J. Sullivan Yes**

442 ***Voted unanimously in favor (7-0).***

443

444 **APPROVAL OF MINUTES**

445 **Public: 05/08/2019**

446

447
448 ***T. Tsantoulis motioned to approve the minutes of the May 8, 2019 public meeting. R. Duhaime***
449 ***seconded the motion.***

450

451 Chair Sullivan called for a vote on the amendments to the May 8, 2019 public meeting minutes.

452 ***Voted in favor, with C. Karolian abstaining due to absence.***

453

454 Chair Sullivan called for a vote on the motion to approve the minutes as amended.

455 ***Voted in favor, with C. Karolian abstaining due to absence.***

456

457 **Non-Public: 04/24/2019 (tabled at 05/08/19 TC Meeting)**

458

459 ***R. Duhaime motioned to remove the minutes of the April 24, 2019 non-public session. T.***
460 ***Tsantoulis seconded the motion.***

461 ***Voted unanimously in favor.***

462

463 ***R. Duhaime motioned to approve the minutes of the April 24, 2019 non-public session as***
464 ***amended. D. Ross seconded the motion.***

465 ***Voted unanimously in favor.***

466

467 **Non-Public: 05/08/2019**

468

469 TC Minutes 052219 - U

470

471

T. Tsantoulis motioned to approve the minutes of the May 5, 2019 non-public session. J. Durand seconded the motion.

472

Voted in favor, with C. Karolian abstaining due to absence.

473

474

475

476

CONSENT AGENDA

477

Partial Surety Release – Summit View Development

478

479

480

R. Duhaime motioned to approve the release of surety in the amount of \$46,574.00 to the "Summit View of Hooksett, LLC" Development. T. Tsantoulis seconded the motion.

481

482

483

484

485

486

487

488

B. Thomas: When I started with the town, people expressed concerns about this subdivision not progressing and there was some mistrust of the developer. There were two partial bond releases before I started working for Hooksett. Now the developer has asked for another one. I did a site walk, along with the Public Works Director, the Town Planner and the Assistant Fire Chief. I have added a 15% contingency and returned \$10,000 to the bond because of items which might need more work. With these adjustments, I have calculated the amount requested for this partial release.

489

490

Chair Sullivan called for a vote on the motion for a partial surety release for Summit View Development.

491

492

493

Voted unanimously in favor.

494

TOWN ADMINISTRATOR'S REPORT

495

496

497

498

499

500

501

J. Bouchard: This is my last meeting as Acting Town Administrator. I did not accomplish everything that I had hoped to, but my goal was to keep the town running smoothly. What I enjoyed most was getting to know town employees. They are dedicated to our residents. Thanks for this opportunity. It has been enjoyable and I have learned a lot on many subjects. I especially want to thank Donna Fitzpatrick, who works incredibly hard and has the best interests of the town at heart at all times.

502

503

504

505

506

507

508

509

510

511

J. Bouchard: The construction team for the Safety Center met today and has been meeting every other week during the project. We feel that new rooftop AC units should have been included in this project, and we are hoping to add them, paying for them out of surplus dollars from the project. Bruce Thomas, who has been extremely helpful during this project, has kept a close watch on the costs and it now appears sure that it will be completed well under budget. Earl Labonte has also done a great job assisting with this project. A lot of electrical work that was not included in quote had been completed, and the project is still significantly under budget. We are request permission from the Council to sign a change order to replace the three AC units which are close to 30 years old and well beyond their life expectancy of 20 to 25 years.

512

513

514

515

516

517

518

519

B. Thomas: The AC units were overlooked five years ago. We are far enough along in the project to be confident that will be well under budget. Earl LaBonte obtained a quote from Denron for the units and it was very close to the quote from Meridian. We are also requesting approval of a change order for some countertops requested by the Police Chief and for new doors because of compatibility issues with the egress hardware. The AC units will cost \$72,623.00 and the countertops and doors will cost \$7,559.00. After these expenses, we will still be about \$23,000 under budget for the project, not including the contingency amount.

520

521

522

523

J. Durand: Are the AC units just for the Police Department section or does it include the Fire Department units?

B. Thomas: It is just the Police Department.

TC Minutes 052219 - U

524
525 C. Karolian: How close is the Denron quote to the one of RTH Mechanicals?
526
527 B. Thomas: It is with \$1,000; we are guessing on the freight. We are already under contract with
528 Meridian, so I do not think we need to go through bids. Christine Soucy and I agree on this.
529
530 R. Duhaime: We should keep the old units, assuming they have no trade-in value, in case the Fire
531 Department needs them.
532
533 E. Labonte: They have been breaking down a lot.
534
535 Chair Sullivan: The Administrative Code, Section 5.35 requires a bid process, but a Special Exception
536 can be allowed by a two-thirds vote.
537
538 C. Karolian: The cost of \$72,623 is a substantial amount. I just want to be sure we are following the
539 correct procedure.
540
541 D. Fitzpatrick: We have precedent regarding change orders from the bridge construction when many
542 change orders were approved in excess of this amount. If the Council wishes, since the Administrative
543 Code is your policy, you could look could look at it in the August workshop when you review policy set
544 by Council, if you want to set a maximum amount for change orders.
545
546 D. Ross: This is not truly a change order because this is a completely separate item not covered in the
547 original bid. The bridge was stuff that had to happen.
548
549 C. Karolian: So, the AC units were initially not part of the project?
550
551 J. Bouchard: The architect and the fire chief knew about the AC units but chose to leave them out
552
553 D. Ross: Would it be a problem if you were required to follow the bid procedure?
554
555 J. Bouchard: It would delay the project.
556
557 ***T. Tsantoulis motioned to table this item. D. Ross seconded the motion.***
558 ***Voted in favor by a show-of-hands vote, (5-2).***
559
560 J. Bouchard: Bruce Thomas is working on a road service management program which is interesting.
561 You will hear more about it in future meetings.
562
563 J. Bouchard: School Resource Officer Gary Blanchette is retiring at the end of the school year. We
564 have hired Jill Hamel as his replacement, and she will begin May 28th in order to shadow Officer
565 Blanchette for a few weeks. Ms. Hamel is a retired full-time officer with a lot of experience and will be a
566 part-time SRO.
567
568 J. Bouchard: It was previously decided that all non-union employees will receive a 2.25% pay increase
569 on July 1, 2019. Four of these employees are maxed out, so we would like permission to increase the
570 maximums for all of the 26 levels of the classification pay plan by 2.25% so that these employees can
571 also get a raise.
572
573 C. Karolian: What is the cost for this?
574
575 J. Bouchard: I don't know. We did not break that down.
TC Minutes 052219 - U

576

577

T. Tsantoulis motioned to table this item until information is presented regarding the cost and how this is to be carried out. D. Ross seconded the motion.

578

Voted unanimously in favor.

579

580

581

J. Bouchard: We are looking to cancel the June 5, 2019 meeting and to hold on that date a meet and greet event in Council Chambers for new Town Administrator Andre Garron.

582

583

584

T. Tsantoulis motioned to cancel the June 5, 2019 Town Council meeting and to hold on that date a meet and greet event in the Council Chambers for new Town Administrator Andre

585

586

Garron. C. Karolian seconded the motion.

587

Voted unanimously in favor.

588

589

OLD BUSINESS

590

District #6 Town Council Seat - Vacancy effective 07/01/19

591

592

593

D. Fitzpatrick: At the March town election, there were nine write-in votes for the District #6 Council seat. No one received two votes, so I would suggest that someone make a motion to declare the seat vacant so that Nick Germain can post the one-year position, July 1, 2019 through June 30, 2019, with a June 11, 2019 deadline for candidates. Nominations can then be made on June 12, 2019, but you cannot wait for the June 26, 2019 meeting to appoint, so I am suggesting that you could waive the rules and appoint on June 12, 2019. Otherwise, you could vote on June 19, 2019.

594

595

596

597

598

599

Chair Sullivan: The seat is not vacant because Councilor Giotas serves through the end of June. Therefore, we do not need a motion to declare a vacancy and we do not have to follow the 30-day notice requirement. We can appoint on June 26, 2019.

600

601

602

603

604

J. Durand: Should someone contact the nine people who received write-in votes to see if anyone is interested?

605

606

607

D. Fitzpatrick: Town staff are not allowed to do electioneering.

608

609

Chair Sullivan: We can post the opening.

610

611

612

T. Tsantoulis motioned to cancel the June 19, 2019 Town Council meeting. C. Karolian seconded the motion.

613

614

615

Voted unanimously in favor.

616

617

NEW BUSINESS

618

619

620

621

622

623

100 Yard Live Bottom Floor Trailer

624

625

626

T. Tsantoulis motioned to purchase and provide consent to purchase a new 100 Yard Live Bottom Floor Trailer from M & T Solutions, LLC for \$80,129.19. J. Levesque seconded the motion.

627

628

629

E. Labonte: This was approved as a warrant article at the March Town Meeting, using funds from the Solid Waste Recycling Fund. We received two bids and this was the lowest. The bid exceeds the amount of the warrant article by \$129.00, so that amount will come from the regular operating budget.

630

631

632

A. Walczyk: When will the trailer be delivered?

633

634

E. Labonte: I do not know.

TC Minutes 052219 - U

636

637 Chair Sullivan called for a roll call vote on the motion.

638

639 **Roll Call Vote #5**

640 ***T. Tsantoulis Yes***

641 ***D. Ross Yes***

642 ***R. Duhaime Yes***

643 ***A. Walczyk Yes***

644 ***J. Levesque Yes***

645 ***C. Karolian Yes***

646 ***J. Durand (stepped out of the meeting)***

647 ***J. Sullivan Yes***

~~648~~ ***Voted unanimously in favor (7-0).***

651

652 **Addition of Mass Buys to Cooperative Purchasing Program**

653

654 E. Labonte: We would like to add Mass Buy to the approved Cooperative Purchasing Program as a
655 vendor. This is actually Massachusetts Operation Services. We can often get better prices through
656 them.

657

658 ***A. Walczyk motioned to approve the addition of Mass Buys to the Cooperative Purchasing***
659 ***agreement of the Commonwealth of Massachusetts. J. Durand seconded the motion.***

660 ***Motion carried unanimously.***

661

~~662~~

665

666 **Impact fee usage for Interoperability Radios**

667

668 Chief Burkush: We would like to use impact fees to purchase interoperability radios for the new
669 command vehicle and the new ladder truck. I have included in my report a letter from the Town
670 Attorney approving this use of impact fees.

671

672 ***D. Ross motioned to approve Radio purchase using Impact Fees from OME for \$26,260.05. A.***
673 ***Walczyk seconded the motion.***

674

675 Chair Sullivan called for a roll call vote on the motion.

676

677 **Roll Call Vote #6**

678 ***J. Durand Yes***

679 ***J. Levesque Yes***

680 ***C. Karolian Yes***

681 ***D. Ross Yes***

682 ***T. Tsantoulis No***

683 ***A. Walczyk Yes***

684 ***R. Duhaime Yes***

685 ***J. Sullivan Yes***

686 ***Voted in favor (7-1).***

~~687~~

690

691 ***T. Tsantoulis motioned to extend the meeting. A. Walczyk seconded the motion.***
Voted unanimously in favor.

692

693 **2019-2020 Town Council Meeting Schedule**

694

695 Chair Sullivan: My concern is that if we cancel the July 10, 2019 meeting, there will be no officers
696 elected until July 24, 2019.

697

698 D. Fitzpatrick: The Charter says you will elect officers at your first meeting in July. We usually cancel
699 the second meeting in July for a summer break, but the Finance Director has requested that we cancel
700 the first meeting instead to give her more time to prepare the Town Report and Financial Audits. If
701 necessary, you could call a special meeting to elect officers.

702

703 C. Karolian: Could the Council elect officers on June 26, 2019?

704

705 D. Fitzpatrick: You could not do that because it must be the new Council, which starts July 1st.

706

707 Chair Sullivan: This seems to be the latest we have ever had the first meeting. Compared to July 10th,
708 this would add 14 days.

709

710 D. Fitzpatrick: On whichever date in July the Council first meets, the Town Administrator calls the
711 meeting to order.

712

713 Chair Sullivan: By consensus, who would like to have a meeting on July 10th? The consensus is that we
714 would like to have a meeting on July 10th.

715 A. Walczyk: The Finance Director could still present her report on July 24th.

716

717 D. Fitzpatrick: You could have a special meeting so you would not be required to have public input and
718 other agenda items required at a regular meeting.

719

720 Chair Sullivan: We would have to make committee appointments in case some committees are
721 meeting.

722

723 C. Karolian: I don't like the idea of not having public input.

724

725 Chair Sullivan: If we eliminate the November 27, 2019 meeting, there will be one full month and five
726 days between meetings. That will mean a lot of agenda items.

727

728 D. Fitzpatrick: November 27th is the night before Thanksgiving. A lot of staff will not be available.
729 November 13, 2019 is the NH Municipal Association Annual Conference, so one third of the staff will be
730 gone. You could add a meeting on November 20, 2019. In December, you have the same scenario,
731 with a long gap between meetings. However, you can always call a special meeting if necessary.

732

733 **Chair Sullivan motioned to approve the Town Council meeting schedule for July 2019 to June**
734 **2020 as discussed. T. Tsantoulis seconded the motion.**

735 **Voted in favor with D. Ross abstaining as he will not be a Council member after June 30, 2019**
736 **(7-0; 1 abstention).**

737

738 Chair Sullivan: The School Board is looking to have its deliberative session on the same Saturday as
739 the Town deliberative session. If that is the case, one will be held in the morning and one in the
740 afternoon.

741

742 **Unsealing of Council Non-Public session minutes (June 2018-May 2019), if in the opinion of a**
743 **majority of members, the circumstances that sealed the minutes no longer apply in accordance**
744 **with RSA 91A:3 III.**
745

746 T. Tsantoulis motioned to table this item until June 12, 2019. R. Duhaime seconded the motion.
747 Voted in favor with one abstention (7-0; C. Karolian abstained).
748

749 Chair Sullivan: I would like to read to the Council a letter from Joan Holleran.
750

751 *I would like to thank all those who helped work on the Senior Citizen Luncheon. It was a very special*
752 *event and a delicious lunch. How fortunate we are to call Hooksett home! Thanks for your generosity*
753 *and a lovely time.*
754

755 **NON-PUBLIC SESSION #2**
756

757 NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation
758 of any person, other than a member of the public body itself.
759

760 ***J. Sullivan motioned to enter non-public session #2 of 05/22/19 at 9:45 pm per NH RSA 93-***
761 ***A:3(c). Seconded by R. Duhaime.***
762

763 **Roll Call #7**

764 D. Ross – yes
765 C. Karolian – yes
766 J. Levesque – not present (left meeting for the night)
767 R. Duhaime – yes
768 A. Walczyk – yes
769 J. Durand – yes
770 T. Tsantoulis – yes
771 J. Giotas – not present
772 J. Sullivan - yes
773 **Vote in favor (7-0).**
774

775 ***J. Sullivan motioned to exit non-public session #2 of 05/22/19 at 9:56 pm. Seconded by A.***
776 ***Walczyk.***

777 **Vote unanimously in favor (7-0).**

778 ***J. Sullivan motioned to seal the non-public session #2 minutes of 05/22/19. Seconded by R.***
779 ***Duhaime.***

780 **Vote unanimously in favor (7-0).**
781

782 **ADJOURNMENT**

783 ***J. Sullivan motioned to adjourn the public session of 05/22/19 at 9:57 pm. Seconded by D.***
784 ***Ross.***

785 **Vote unanimously in favor (7-0).**
786
787
788
789
790
791

Town Council STAFF REPORT



To: Town Council
Title: Nominations and appointments - June
Meeting: Town Council - 12 Jun 2019
Department: Administration
Staff Contact: Nick Germain, Project Coordinator

BACKGROUND INFORMATION:

Route 3A TIF District Advisory Board

Dan Lagueux is a resident and business owner in Hooksett and current member of the Economic Development Advisory Committee. He's expressed interest in joining the Route 3A TIF Advisory Board. As Mr. Lagueux owns property within the confines of the district, if appointed, he could therefore count towards TIF statutory requirements..

Michael Somers is a resident of Hooksett, but does not own property within the confines of the 3A TIF District. He was approached the board's current chair, David Boutin, about serving. He has significant experience working at the state level.

Cemetery Commission

The Hooksett Cemetery Commission is a 3 member body elected by town residents. However, they're provided statutory authority by RSA 289:6 with the ability to recommend **"to the appointing authority the names of no more than 2 persons who may serve as alternate members on the Board(...) to one-year terms."** Denise Cacsio Bolduc is a former elected member of the Commission who would like to continue her work, and is recommended by the current Cemetery Commission. As the Commission requires hands-on information management, the addition of an Alternate would be useful for their administrative labor and quorum.

Planning Board

David A. Russel is a resident and business owner who'd like to help serve his community. There's been a pre-existing extended opening on the Planning Board for an Alternate position, and its anticipated that one of the current Alternates will fill upcoming term expiration vacancy.

Terms expiring June 30th

Board positions appointed by town council end June 30th. They're typically staggered to help facilitate quorums and smooth transitions as board members enter and leave the town's service. Typically, the Administration Department contacts the current holders of expiring seats and inquires if they'd be interested in reappointment. In 2019, the majority responded that they would seek reappointment.

If Council is interested in reappointing these individuals, then a discussion on how to approach this should take place. Options include:

- a. Begin reappointment proceedings immediately and nominate interested candidates
- b. Begin proceedings on June 26th

c. Wait until the first Council meeting in July

In the past, Council has been very supportive of volunteers interested in returning and has initiated proceedings in June to ease potential quorum challenges

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

- The appointment of Mr. Lagueux would be helpful towards fulfilling the purposes of the TIF District Plan.
- Appointing Mr. Somers would mean the last position on the current Board composition must be a property owner within or adjacent to the district.
- Using Cemetery Commission Alternates, while likely novel in Hooksett, isn't unheard of in other communities, and is provided for by state law (RSA 289:6)
- Having a full compliment of Alternates on land use boards is a great practical benefit from meeting to meeting, and there will likely be an opening on the Planning Board for a full member beginning on the 30th.
- Council can more or less do whatever it chooses in regards to reappointments, but waiting until July may cause quorum issues for the boards and committees in question.

RECOMMENDATION:

Nominate all candidates, but consider waiving the rules and appointing Mr. Lagueux and Mr. Somers to the TIF District Advisory Board immediately, as that board needs to begin meeting again as soon as possible.

Discuss what to do with terms set to expire June 30th. Consider beginning the reappointment process tonight or at the next meeting in June, which is what Council historically chooses to do.

SUGGESTED MOTION:

"I nominate Dan Lagueux to the Route 3A TIF District Advisory Board to a term ending 6/30/2022" No second required.

"I nominate Michael Somers to the Route 3A TIF District Advisory Board to a term ending 6/30/2022." No second required.

or

"I vote to waive the Council's rules regarding [Name]'s appointment to the Route 3A TIF District Advisory Board." Second required.

"I vote to appoint [Name] to a term on the Route 3A TIF Advisory Board to a term ending 6/30/2022." Second required

"I nominate Denise Cascio Bolduc to be an Alternate for the Cemetery Commission to a term expiring 6/30/2020. No second required."

"I nominate David A. Russel as an Alternate to the Planning Board to a term ending 6/30/2020." No second required

See handout if you'd like to proceed with nominating reappointment candidates immediately.

ATTACHMENTS:

Open and Upcoming Appointed Vacancies

Dan Lageux

M. Somers. Tif District Advisory Board

Cemetery Commission alternate position Denise Cascio Bolduc

Cemetery Commisison Letter

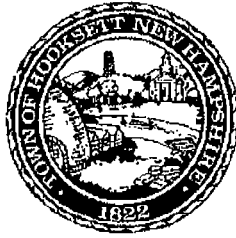
D. Russel Applicant - Planning Board Alternate

Available Appointed Town Positions

Entity	Available Positions	Expiration	Contact Town Staff
Conservation Commission	Commisisoner	6/30/2020	Community Development
Heritage Commission	(x2) Commissioner	6/30/2021	Administrator
	(x2) Alternate	6/30/2021	Administrator
Town Hall Preservation Committee	(x4) Committee Member	6/30/2021	Administrator
Planning Board	(1)Alternate Member	6/30/2022	Community Development
Southern New Hampshire Planning Commission	(1) Representative	6/30/2022	Community Development
Route 3A Tax Increment Financing Advisory Committee*	(2) Representatives	6/30/2022	Community Development
*Please note that at least two members must be residents of Hooksett and at least two members must own property within or adjacent to the district boundaries See (https://www.hooksett.org/sites/hooksettnh/files/uploads/tif_district.jpg)			Last updated 5/30/2019

Filled Positions Expiring in June

	Seeking reappointment	Current Holder	New Term
Zoning Board of Adjustment			
Member, 6/30/2019	Unknown	Roger Duhaime	
Member, 6/30/2019	Unknown	Gerald Hyde, Chairperson	
Recycling & Transfer Advisory Board			
Alternate, 6/30/2019	Yes	Robert Schroeder, Alternate	6/30/2022
Member, 6/30/2019	Yes	Richard Bairam	6/30/2022
Planning Board			
Member, 6/30/2019	Yes	Paul Scarpetti	6/30/2022
Member 6/30/2019	No		
Parks and Recreation Advisory Board			
Member, 6/30/2019	Yes	Andy Janosz	6/30/2022
Member, 6/30/2019	No	Marika Yakubovic	
Economic Development Advisory Committee			
Member (resident), 6/30/2019	Yes	Dan Lagueux	6/30/2022
Member (business rep), 6/30/2019	?	Matthew Barrett	
Conservation Commission			
Member, 6/30/2019	Yes	Philip Fitanides	6/30/2022
Member, 6/30/2019	Yes	Deborah Miville	6/30/2022



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: April 29 2019
 Name: Dan Lagueux Phone: 603 851 4979
 Address: 191 West River Rd. Hooksett NH 03106
 Email Address: dan@tlaphouen.com
 Signature: [Signature]

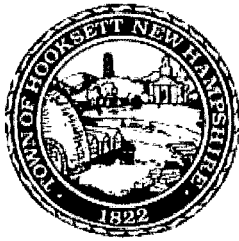
 Return completed form to: Town of Hooksett, 35 Main Street, Hooksett NH 03106,
 Attn: Administration Department or email to NGermain@hooksett.org

 I am willing to serve on the following Town Boards/Committees/Commissions. I understand if
 appointed, I am required to attend the regular meetings.

BOARDS, COMMISSIONS & COMMITTEES

Role Preference
 Alternate, Regular, or None?

<input type="checkbox"/> Conservation Commission	_____
<input checked="" type="checkbox"/> Economic Development Advisory Committee	_____
<input type="checkbox"/> Heritage Commission	_____
<input type="checkbox"/> Parks & Recreation Advisory Board	_____
<input type="checkbox"/> Planning Board	_____
<input type="checkbox"/> Recycling & Transfer Advisory Committee	_____
<input type="checkbox"/> Town Hall Preservation Committee	_____
<input type="checkbox"/> Zoning Board of Adjustment	_____
<input type="checkbox"/> Other (Please specify.) <u>T.I.F.</u>	_____
_____	_____
_____	_____



Town of Hooksett

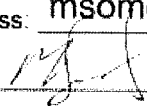
APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: April 18, 2019

Name: Michael Somers Phone: 603-486-7146

Address: 64 Auburn Road

Email Address: msomers@nhlra.com

Signature: 

Return completed form to: Town of Hooksett, 35 Main Street, Hooksett NH 03106,

Attn: Administration Department or email to NGermain@hooksett.org

I am willing to serve on the following Town Boards/Committees/Commissions. I understand if appointed, I am required to attend the regular meetings.

BOARDS, COMMISSIONS & COMMITTEES

Role Preference
Alternate, Regular, or None?

<input type="checkbox"/> Conservation Commission	_____
<input type="checkbox"/> Economic Development Advisory Committee	_____
<input type="checkbox"/> Heritage Commission	_____
<input type="checkbox"/> Parks & Recreation Advisory Board	_____
<input type="checkbox"/> Planning Board	_____
<input type="checkbox"/> Recycling & Transfer Advisory Committee	_____
<input type="checkbox"/> Town Hall Preservation Committee	_____
<input type="checkbox"/> Zoning Board of Adjustment	_____
<input checked="" type="checkbox"/> Other (Please specify.) <u>Town Council</u>	_____
<u>TIF District Advisory Board</u>	_____
_____	_____

2

How long have you been a resident of Hooksett?

14 Years

Why are you seeking this position?

Town is soliciting interested candidates from District 5

Do you have any specific goals or objectives?

To continue to see Hooksett grow and thrive.

Please list special skills, talents or experience pertinent to the position sought:

I work on a number of policy issues at the State level, serve on a number of Boards.

Please list any potential conflicts of interest you may have if appointed for a board or commission:

None that I am aware of currently.

Please list any work, volunteer, and/or educational experience you would like to have considered:

President & CEO of the New Hampshire Lodging & Restaurant Association with broad experience in non-profit operations and governance. Worked in the wine and spirits industry and the restaurant industry, and have experience with small business issues.

Please list any current/prior Town board membership and the dates of service:

School Board September 2018 to present.

Town of Hooksett

35 Main Street
Hooksett, NH 03106

FRAUD POLICY

Recognition & Awareness Form

Acknowledgement:

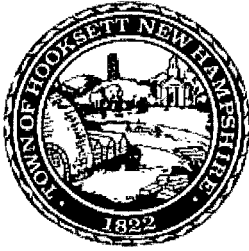
My signature signifies that I have read the Town of Hooksett's Fraud Policy and that I understand my responsibilities related to the prevention, detection and reporting of suspected misconduct and dishonesty.

Signature:  _____

Print Name: Michael Somers

Date Signed: April 18, 2019

Department Head Signature: _____



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 5/22/19
 Name: Denise Cascio Bolduc Phone: 603 625 9393
 Address: 6 Sunrise Blvd., Hooksett 03106
 Email Address: dcb@bolducs.org
 Signature: Denise Cascio Bolduc

Return completed form to: Town of Hooksett, 35 Main Street, Hooksett NH 03106,
 Attn: Administration Department or email to NGermain@hooksett.org

I am willing to serve on the following Town Boards/Committees/Commissions. I understand if appointed, I am required to attend the regular meetings.

BOARDS, COMMISSIONS & COMMITTEES

Role Preference
 Alternate, Regular, or None?

<input type="checkbox"/> Conservation Commission	_____
<input type="checkbox"/> Economic Development Advisory Committee	_____
<input type="checkbox"/> Heritage Commission	_____
<input type="checkbox"/> Parks & Recreation Advisory Board	_____
<input type="checkbox"/> Planning Board	_____
<input type="checkbox"/> Recycling & Transfer Advisory Committee	_____
<input type="checkbox"/> Town Hall Preservation Committee	_____
<input type="checkbox"/> Zoning Board of Adjustment	_____
<input checked="" type="checkbox"/> Other (Please specify.) Cemetery Commission	_____
_____	_____
_____	_____

2

How long have you been a resident of Hooksett?

Approximately 20 years

Why are you seeking this position?

I have been on the board for a number of years. I just missed signing up again.

Do you have any specific goals or objectives?

We are working on revamping our rules/regulations and getting records organized.

Please list special skills, talents or experience pertinent to the position sought:

Organizational skills

Please list any potential conflicts of interest you may have if appointed for a board or commission:

Please list any work, volunteer, and/or educational experience you would like to have considered:

Please list any current/prior Town board membership and the dates of service:

Cemetery Commission Trustee for several years. I don't know exactly. I think this was my second term. So perhaps since 2013.



Town of Hooksett

Cemetery Commission

Mike Horne, Trustee (Chair)

Sharron Champagne, Trustee

Nancy Philbrick, Trustee

Hooksett Town Council
35 Main Street
Hooksett, NH 03106

Subject: Appointment of alternate cemetery trustee

May 23, 2019

TO: Town Council

The Hooksett Cemetery Commission requests the Town Council to appoint Denise Cascio Bolduc as alternate cemetery trustee for one year as allowed by State of NH RSA 289:6.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mike Horne".

Mike Horne
Chair Hooksett Cemetery Commission

CC: Sharron Champagne
Nancy Philbrick

Cemetery Trustees

Section 289:6

289:6 Cemetery Trustees. –

1. Every municipality shall elect a board of cemetery trustees consisting of 3 members, unless a town at an annual or special town meeting votes that the board shall consist of 5 members. In the initial election of cemetery trustees, they shall be elected by ballot at an annual town meeting. One shall be elected for a one-year term, one for a 2-year term and one for a 3-year term. In towns with a board of 5 trustees the 2 additional trustees shall be appointed by the selectmen, one for one year and one for 2 years. Subsequent trustees shall be elected by ballot at the annual town meeting to replace those whose terms expire. The term of each trustee shall be 3 years. Vacancies shall be filled by the selectmen for the remainder of the term. **The board may recommend to the appointing authority the names of no more than 2 persons who may serve as alternate members on the board. The alternate members shall be appointed to one-year terms.** In cities the trustees shall be chosen and hold their office for such term as shall be provided by city ordinance. Trustees shall organize by electing one of their number chairperson and another bookkeeper, who shall keep the records and books of the trustees, and shall issue vouchers as necessary for funds to be expended. The chairperson and the bookkeeper may be the same member.



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 5/16/2019

Name: DAVID A. Russel Phone: 603-321-1415

Address: 12 Farrwood Dr. Hooksett NH 03106

Email Address: drusel@rainmakerNH.com

Signature: *David A. Russel*

Return completed form to: Town of Hooksett, 35 Main Street, Hooksett NH 03106,
Attn: Administration Department or email to NGermain@hooksett.org

I am willing to serve on the following Town Boards/Committees/Commissions. I understand if appointed, I am required to attend the regular meetings.

BOARDS, COMMISSIONS & COMMITTEES

Role Preference
Alternate, Regular, or None?

<input type="checkbox"/> Conservation Commission	_____
<input type="checkbox"/> Economic Development Advisory Committee	_____
<input type="checkbox"/> Heritage Commission	_____
<input type="checkbox"/> Parks & Recreation Advisory Board	_____
<input checked="" type="checkbox"/> Planning Board	_____
<input type="checkbox"/> Recycling & Transfer Advisory Committee	_____
<input type="checkbox"/> Town Hall Preservation Committee	_____
<input type="checkbox"/> Zoning Board of Adjustment	_____
<input type="checkbox"/> Other (Please specify.) _____	_____
_____	_____
_____	_____

2

How long have you been a resident of Hooksett?

17 years

Why are you seeking this position?

I believe I can contribute to our town and make good decisions that will help our community grow.

Do you have any specific goals or objectives?

Keep the town of Hooksett and look to bring businesses to our community

Please list special skills, talents or experience pertinent to the position sought:

- Business owner
- contracting work
- work with contractors as a General Manager for Louis Home Improvement

Please list any potential conflicts of interest you may have if appointed for a board or commission:

I do own a Lawn Sprinkler Co

Please list any work, volunteer, and/or educational experience you would like to have considered:

B.S. in Business Management some graduate school

Please list any current/prior Town board membership and the dates of service:

none

Town of Hooksett

35 Main Street
Hooksett, NH 03106

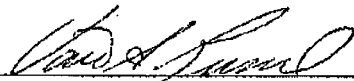
FRAUD POLICY

Recognition & Awareness Form

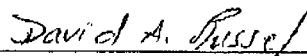
Acknowledgement:

My signature signifies that I have read the Town of Hooksett's Fraud Policy and that I understand my responsibilities related to the prevention, detection and reporting of suspected misconduct and dishonesty.

Signature: _____



Print Name: _____



Date Signed: _____

Department Head Signature: _____

Town of Hooksett

35 Main Street
Hooksett, NH 03106

FRAUD POLICY

Section 1. Introduction

1.1 Financial accountability is a top priority for the Town of Hooksett. The Town's fraud policy formalizes the expectations of personal honesty and integrity required of Town officials and employees. The Town of Hooksett is committed to protecting its revenue, property, information and other assets from any attempt, either by members of the public, contractors, sub-contractors, agents, intermediaries or its own officials and employees, to gain by deceit, financial or other benefits at the expense of the Hooksett taxpayers.

Section 2. Purpose

2.1 The purpose of this document is to communicate municipal policy regarding the deterrence and investigation of suspected misconduct and dishonesty by officials or employees, and to provide specific instructions regarding appropriate action in case of suspected violations.

Section 3. Definition

3.1 There are three major categories of fraud, Asset Misappropriation, Corruption and Fraudulent Statements.

1) Asset Misappropriations – Theft or misuse of an asset.

- Cash
 - Fraudulent Disbursements – Perpetrator causes the Town to disburse funds through some trick or device (e.g. submitting false invoices, timesheets, expense reimbursement schemes, check tampering, etc.), or prevents the timeliness of the disbursement of funds.
 - Embezzlement – Perpetrator appropriates monies fraudulently to one's own use, as money or property entrusted in one's care.
 - Skimming – Cash is stolen from the Town before it is recorded on the Town's books and records.
 - Cash Larceny – Cash is stolen from an organization after it has been recorded on the Town's books and records.

Town Council Seeking Candidate to Fill Upcoming District 6 Councilor Vacancy

POSTED ON: MAY 23, 2019 - 11:24AM



Hooksett, NH - Due to the lack of an elected candidate, the Hooksett Town Council is seeking an eligible person to fill an upcoming vacancy for its District 6 Councilor position. The term would begin effective July 1st and last, pursuant to the Town's Charter, until the results of the next Town Election come into effect July 1st, 2020. The council plans to begin deliberations over eligible candidates at its regularly scheduled June 12th meeting. Eligibility will be determined by the criteria listed below.

Eligibility Requirements

- Candidate must have resided in Hooksett for **at least 1 year & currently reside in District 6.**
- Candidate must be a registered voter
- Candidate must have **completed** the **Fraud Policy Awareness and Acknowledgement Form and Appointed Town Board Application** and **submitted** the documents to the Administration Department **BEFORE 4:30PM on June 11th, 2019**

How to submit paperwork:

1. Mail or drop off forms at the below address:

*Town of Hooksett, Attn: Town Council, 35 Main Street, Hooksett, NH
03106*

2. E-mail completed forms to the townadministrator@hooksett.org

Useful links:

To check your Voting District, please follow this link to the Town Clerk's Page.

Please follow this link for a digital version of the Appointed Town Board Application

Please follow this link for a digital version of the Fraud Policy Awareness and Acknowledgement Form

Town Council Rules of Procedure

Streamable videos of Public Town Council Sessions

Feel free to contact the Administration Department for any questions (603-485-8472).

Town Council
STAFF REPORT



To: Town Council
Title: Police Station Renovations – Roof Top Unit (RTU) Replacement
Meeting: Town Council - 12 Jun 2019
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

This item was tabled from the Town Council Meeting held on May 22, 2019.

The purpose of this Staff Report is to request permission to allow the Interim Town Administrator to sign Change Order No. 1 for the project and have Meridian Construction purchase and install three roof top units (RTUs) that will service the Police Station portion of the Safety Center Building.

Please see attached memorandum from Interim Town Administrator that elaborates on this request.

FINANCIAL IMPACT:

Adds \$72,623 to the project cost but will remain within the allotted budget.

POLICY IMPLICATIONS:

n/a

RECOMMENDATION:

Approve Proposed Change Order.

SUGGESTED MOTION:

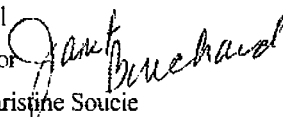
Grant permission for the Interim Town administrator to sign change order for \$72,623 for three roof top units to be purchased and installed by Meridian Construction as part of the Police Station Renovation project.

ATTACHMENTS:

Memo to address RTU Change Order

Concur

Memo

To: James Sullivan, Chairman, Town Council
From: Janet Bouchard, Interim Town Administrator 
Cc: Bruce A. Thomas, P.E., Earl Labonte, Christine Soucie
Date: May 30, 2019
Re: Police Station Renovations, Change Order No. 2, RTU Installation

At the May 22, 2019 meeting of the Town Council, the Staff presented a request for the Town Council for approval to allow the Interim Town Administrator to sign Change Order No. 1 for the referenced project and have Meridian Construction purchase and install three roof top units (RTUs) that will service the Police Station portion of the Safety Center Building.

The existing units are approximately 22 years old with the life expectancy of about 20 years. They were considered in the project scoping for this project done 3 to 5 years ago and it was agreed at that time that the units should be purchased and installed. Ultimately, however, the architect and Town officials decided to remove it from the scope due to cost concerns.

The financial impact of the change order would be to add \$72,623 to the project cost, which would be fully contained in the allotted budget.

The Council tabled this Item based on two issues. The first issue is that the noted that the units should be bid pursuant to 5.3.5 Competitive Bid Process. The applicable sections of the Hooksett Administrative Code are attached, however, under the current circumstances, the Staff does not feel that additional quotes are warranted. The Police Renovations project was procured using the appropriate processes per the Administrative Code and per the Town Council's direction. It is up to the Contractor to provide the quote under his contract. The Finance Director agrees that this is appropriate.

That being said, the Town Public Works Department (although not necessary due to the procurement code) did solicit a quote from Denron Company. They quoted the units for \$22,597 each. With freight and other incidentals, that cost for the three units would be about \$72,300. The staff feels comfortable that the cost is fairly close to Meridian's cost, and we believe that that having Meridian supervise the installation and incorporate it into the current project would be beneficial to the overall project.

The second issue is that it was stated at the meeting that the RTU installation "*a completely separate issue*" and "*wasn't part of the (initial) plan and separate from the project*" and

"doesn't have to happen. it's a want, although kind of a need". The staff feels the existing RTU have reached the end of their service life and **need** to be replaced. The units provide heating, cooling, humidifying, dehumidifying, ventilating and air cleaning, all integral components of keeping the Police Station habitable. Where we agree that the units were not included in the initial scope, they are clearly part of the building system just as wiring, plumbing and other components are. The units are a "need" and should be installed by the contractor who is under contract, knows the building and has given the Town a reasonable price to purchase and install them. The Finance Director also agrees that utilizing the project funds for these units is appropriate.

Note that Article 4 of the 2018 Warrant article stated *"To see if the town will vote to raise and appropriate the sum of \$762,500 for the construction of improvements to the Safety Center".....* It would appear that the RTU replacement installation does fit within that prescribed scope and that it would be appropriate to finance the RTU replacements with this funding.

Although the Staff agrees that the RTU units were not part of the initial project scope, we disagree that they are a separate issue and feel that they should be incorporated into this project, and purchased and installed by Meridian Construction as part of the project while they are on-site.

EXERPT FROM TOWN OF HOOKSETT ADMINISTRATIVE CODE

5. Administrative Financial Policies and Procedures.

5.1 Cooperation between Departments. If possible, it is the duty of every department, subject to approval of the Administrator, to furnish to any other department such service, equipment, labor and materials as may be needed to perform necessary operations. Expenses will be assigned to the appropriate budget when such considerations are germane.

5.2 Payment of Monies. All monies withdrawn from the Town General Fund shall be authorized by the Town Administrator and/or his/her designee. Withdrawals may be in the form of a check, wire transfer, ACH transfer or other type of electronic banking format used by the Town Treasurer.

5.3 Purchasing Procedures. The purchase of all equipment and supplies not taken out of petty cash fund may require the use of standardized purchase orders and varying levels of control dependent upon the dollar amounts.

5.3.1 Purchase Orders. Purchase orders shall be used for all purchases of goods and services, including contractual, that in aggregate or individually are \$3,001 or more as required by the Town Administrator or recommended by the Finance Director. It is the responsibility of the department head to complete an electronic purchase order and submit it to the Town Administrator or his/her designee for approval, along with a description of, and reason for, the purchase. This applies to all items whether being purchased by grant, operating budget, warrant article, capital reserve or other funds.

5.3.2 Approval of Purchases. The level of approval required on a specific purchase shall vary depending upon its dollar amount. Total contract or job amounts should be used when determining thresholds. The thresholds do not include costs for shipping/freight. Artificial Division Prohibited – Purchases shall not be artificially divided so as to create lower purchase amounts and therefore avoid some requirement of this policy. Whether or not a proposed purchase constitutes artificial division shall be determined by the Town Administrator. Amount Approval Level \$0 - \$3,000 Department Head Purchase up to \$3,000 – The Department Head shall have full authority to make department purchases of goods or services up to \$3,000, which are 12 identified within the department's annual budget. Electronic purchase orders are not required for purchases up to \$3,000.

Amount

Approval Level

\$3,001 - \$15,000
required.

Town Administrator after three competitive quotes or bids

Purchases between \$3,001 and \$15,000 – The Department Head shall contact as many vendors as necessary in order to obtain at least three (3) written or verbal quotations or

shall issue a request for proposals if required by the Town Administrator. All verbal quotes shall be documented by date, vendor contact information and dollar amounts. The Department Head shall prepare a purchase order for authorization by the Town Administrator, thereby requesting approval of their recommended vendor. In the event less than three (3) quotations are available; evidence of the attempt to obtain them should be attached.

Amount	Approval Level
\$15,001 and over	Town Council after three competitive bids

Purchases Above \$15,001 – Purchases having an estimated cost in excess of \$15,001 shall be bid pursuant to the Competitive Bid Process established in this regulation under Section 5.3.5. The results of the three competitive quotes or bids required for purchases and contracts over \$15,000 shall be attached to the purchase order request to the Town Administrator. If Council's approval is required, the Town Administrator in conjunction with the requesting Department Heads shall present the bids for Council review and disposition.

If the Council has voted to make a purchase or enter into a contract, the Administrator shall carry out the vote of the Council and enter into such transaction on behalf of the Town.

5.3.3 Special Exceptions. No purchase orders are required for the following items:

- Utilities (telephone, propane, heating fuel, cable, electricity, etc.)
- Welfare payments
- Vehicle repairs
- Human service agencies and associations that have their own line item within the approved budget.

No competitive bids shall be required when only one known sources of purchase, and there is no comparable substitute product or services; written documentation supporting the sole source may be required by the Town Administrator.

13 No competitive bids shall be required when purchasing through the State of New Hampshire or at State of New Hampshire bid prices per Section 5.12 of the Town Charter No competitive bids shall be required when purchasing through a Town Council approved Cooperative Purchasing Program. Cooperative purchasing programs are arrangements to agree to aggregate demand to get lower prices from selected suppliers. Co-ops are doing competitive bidding for the government. The co-op's fees are paid by the contractors. It is often used by government agencies to reduce costs of procurement and makes the procurement process more efficient.

No competitive bids shall be required for GSA Purchases – Federal Supply Service GSA Advantage www.GSAAdvantage.gov and www.fss.gsa.gov authorized Federal Supply Schedule Price List.

Requirements for three competitive bids may be waived in specific instances by a 2/3 vote of the Council per Section 5.12 of the Town Charter.

5.3.4 Emergency Procurements Emergency procurements may be made when a threat to public health, welfare or safety exists, provided that such emergency procurement shall be made with such competition as is practical under the circumstances.

In case of an emergency requiring immediate purchase of materials, supplies, equipment or services, the Town Administrator hereby authorizes the Department Heads to approve such emergency purchase if the situation permits. The Town Administrator shall be notified as soon as possible as to the emergency and the associated purchases. A written determination for the basis of the emergency and for the selection of the particular contractor or vendor shall accompany the purchase order and voucher. As soon as is practicable, standard purchasing procedures will be reinstated.

5.3.5 Competitive Bid Process. A competitive bid process must be followed if the procurement of goods or services involves expenditures of more than \$15,000.

A. The Administration Department is responsible for the release of all bids. The Town Administrator shall ensure that the requesting department provides all relevant information for the time preparation and release of bids to be forwarded to the Finance Department.

B. The Request for Proposal (RFP) must include:

- a. Listing of required specifications.
- b. Adequate public notice, of a minimum of seven (7) calendar days prior to the date set for the opening of the bids; notice shall include the town website and newspaper advertisement.
- c. Dates for release of bid, return of bid and public bid opening.
- d. A statement reserving the right to cancel or reject a bid.

C. The bid shall be awarded to the lowest bidder that meets the specifications and submits proper bond requirements if applicable. The low bidders will receive the award unless supporting information presented recommends another bid. The Town Administrator shall make the final decision if supporting information justifies other than the low bid be awarded. Local advantage will be considered, but not mandated.

D. The RFP, invitation to bid, as well as the bid award notices shall be sent from the Department to the Bid Winner, Finance Department and the Town Administrator.

E. The Town of Hooksett may accept guaranteed rates for goods or services; however it is not obligated to purchase from the guaranteed rate vendor if a lower price is available.

Town Council
STAFF REPORT



To: Town Council
Title: Classification Pay Plan Update(s) (tabled at 05/22/19 TC Meeting)
Meeting: Town Council - 12 Jun 2019
Department: Administration
Staff Contact: Donna Fitzpatrick, Administrative Services Coordinator

BACKGROUND INFORMATION:

The Classification Pay Plan was last updated 05/23/18. At the 05/22/19 Town Council meeting, under the Town Administrator's report, Acting Town Administrator Janet Bouchard recommended this plan be updated for all grade levels to reflect a 2.25% maximum range increase for effective date 07/01/19.

Per the Town Personnel Plan:

Compensation system amendment. The Town Administrator may present to the Town Council, or request an amendment be done by the Town Council, on the compensation system. This could be due to changes in position responsibility, the creation of a new position, updating the compensation amounts or ranges as they fall behind, the Town's financial position or policies, or other information which would warrant such a request. All amendments to the compensation system must receive final approval by the Town Council prior to going into effect.

The Acting Town Administrator's 5/22/19 recommendation was based on:

1. Article 11 approved by the voters on March 12, 2019 *"To see if the town will vote to raise and appropriate the sum of \$93,153.00 for an increase in salaries (\$77,260.00) and benefits \$15,893.00) for non-union full-time and part-time Town personnel"* (voter guide explanation: Article 10 *"To provide an increase in wages as determined by the Town Administrator for 47 full-time and 34 part-time non-union employees including Police, Fire, Library and Town. Seasonal employees are not included. This would allow for an average increase of 2.25% for each employee."*)
2. The Town Council, post resignations by Town Administrator Shankle & Acting Town Administrator Winterton, included in Acting Town Administrator Bouchard's employment agreement *"#3 Employee Wage Increases: On July 1, 2019, the Acting Town Administrator shall distribute equally to all non-union full and part-time personnel, the salary and benefit increases approved by the voters of the Town on March 12, 2019 (see Article 11 of Hooksett Town Ballot).*
3. Four (4) full-time employees wages are currently at the maximum range level on the Classification Pay Plan and with adding a 2.25% wage increase on 07/01/19 would make their wages off the plan resulting in no wage increase for this fiscal year. By increasing the maximum range level for all grades, this will allow all employees identified in Article 11 to receive a 2.25% wage increase for effective date 07/01/19.

The Council motioned to table this item at their meeting of 05/22/19 based on the following questions with replies now provided:

What is the cost of increasing the maximum level by 2.25%? For the cost of all non-union employees - see Article 11 (#1 above), the cost for the four (4) full-time employees to increase the maximum level the salaries increases = **\$7,298.05** (already included in the total of Article 11)

How this is to be carried out (HR precedent)? see below past practice:

- Classification Pay Plan Note: 02/13/13 Town Council approved that from now on the maximum level amounts would automatically increase by the amount of any COLA or COLA-type increases, but not merit increases. 07/01/13 Town Council approved 2% COLA. 07/01/14 2% COLA per budget voted 5/13/14. 07/01/15 3% COLA per budget voted 5/12/15. 07/01/16 3% F/T & 2% P/T COLA per budget voted 05/10/16 & TC approval 05/25/16. 07/01/17 2% F/T & P/T COLA per budget voted 03/14/17 & TC approval 05/10/17. 07/01/18 2% F/T & P/T wage increase per warrant voted 03/13/18 & TC approval 05/23/18 to raise maximum levels by 2%.
- 02/13/13 to date the Council has voted to increase the maximum level only when there is a flat rate to increase wages. When funds are at the discretion of the Town Administrator the maximum level has not been increased (i.e. 07/01/18 2% flat wage increase with 1% discretionary funds = only 2% maximum level increase.)
- In 2015 two (2) full-time employees were presented to the Town Council with wages at the maximum range level on the Classification Pay Plan and adding a 3.0% wage increase on 07/01/15 would make their wages off the plan resulting in no wage increase for that fiscal year. For one employee the Council voted to move the grade level of the position up a step, resulting in that employee receiving the 3.0% wage increase. For the other employee the Council voted to deny the 07/01/15 wage increase, resulting in delaying a wage increase until 07/01/16 when the maximum level increased and the employee was again within the range to receive an increase.

FINANCIAL IMPACT:

Already approved by voters in Article 11 of March 12, 2019 ballot.

POLICY IMPLICATIONS:

To be determined if new precedent will be set by Council based on motion on this subject matter.

RECOMMENDATION:

Remove item from table and discuss this staff report with Town Administrator to determine appropriate motion. From an Administration view the 5/22/19 recommendation of the Classification Pay Plan updated for all grade levels to reflect a 2.25% maximum range increase for effective date 07/01/19 is the preferred motion.

Concur

Should discussion lead to speaking of individual employee position compensation, then each of the four (4) employees would need to be notified to have the option to be included in the Council's discussion in non-public or public session and his/her Department Head would probably attend with the employee. Since the wage increase does not go into effect until 07/01/19, these four (4) employees would still have the option to attend the Council meeting on June 26th without making changes retro-active.

SUGGESTED MOTION:

- 1) remove item from the table
- 2) motion to be determined based on 6/12/19 discussion

ATTACHMENTS:

CLASSIFICATION PAY PLAN 052318

TOWN OF HOOKSETT

Classification Pay Plan 05/23/18 (effective 07/01/18)

GRADE	CLASSIFICATION	SALARY RANGE		STATUS	
		MINIMUM	MAXIMUM	EXEMPT	NON-EXEMPT
1	Call Firefighter	\$ 11.00	\$ 21.85		Non-Exempt
	Custodian	\$ 22,880	\$ 45,448		Non-Exempt
	Floor Custodian				Non-Exempt
	Scale Attendant				Non-Exempt
2	Secretary	\$ 12.00	\$ 24.33		Non-Exempt
	Administrative Fill-In	\$ 24,960	\$ 50,606		Non-Exempt
	Recording Clerk				Non-Exempt
3	Call Fire Lieutenant	\$ 12.17	\$ 22.85		Non-Exempt
	Laborer	\$ 25,314	\$ 47,528		Non-Exempt
4	Call Captain	\$ 12.81	\$ 24.06		Non-Exempt
		\$ 26,645	\$ 50,045		
5	Clerk	\$ 13.08	\$ 24.56		Non-Exempt
		\$ 27,206	\$ 51,085		
6	Bookkeeper	\$ 13.58	\$ 25.48		Non-Exempt
		\$ 28,246	\$ 52,998		
7	Clerk/Deputy Town Clerk	\$ 13.90	\$ 26.09		Non-Exempt
	Truck Driver/Laborer	\$ 28,912	\$ 54,267		Non-Exempt
8	Call Fire District Chief	\$ 14.91	\$ 27.99		Non-Exempt
		\$ 31,013	\$ 58,219		
9	Administrative Assistant	\$ 14.95	\$ 28.07		Non-Exempt
	Assessing Clerk	\$ 31,096	\$ 58,386		Non-Exempt
	Clerk/Deputy Tax Collector				Non-Exempt
	Police Administrative Clerk				Non-Exempt
	Police Prosecution Assistant				Non-Exempt
10	Police Administrative Assistant/Receptionist				Non-Exempt
	Assistant Crew Chief	\$ 15.27	\$ 28.67		Non-Exempt
11	Heavy Equipment Operator/Truck Driver	\$ 31,762	\$ 59,634		Non-Exempt
	Vacant	\$ 15.98	\$ 30.01		
12		\$ 33,238	\$ 62,421		
	Real Estate Appraiser	\$ 16.76	\$ 31.46		Non-Exempt
13	Mechanic	\$ 34,861	\$ 65,437		Non-Exempt
	Crew Chief	\$ 17.80	\$ 33.42		Non-Exempt
14	Master Mechanic	\$ 37,024	\$ 69,514		Non-Exempt
	Forest Fire Warden	\$ 18.75	\$ 35.29		Non-Exempt
15	Project Coordinator	\$ 39,000	\$ 73,403	Exempt	
	Administrative Services Coordinator			Exempt	
	Assistant Planner			Exempt	
	Police Executive Assistant				Non-Exempt
16	Family Services Director	\$ 19.27	\$ 36.27		Non-Exempt
		\$ 40,082	\$ 75,442		
17	Code Enforcement Officer	\$ 19.34	\$ 36.31	Exempt	
	Tax Collector	\$ 40,227	\$ 75,525	Exempt	
18		\$ 20.00	\$ 37.89	Exempt	
	Police Dispatch Supervisor	\$ 41,600	\$ 78,811		*Non-Exempt (Salary)
19	Police Sergeant	\$ 21.45	\$ 36.34		Non-Exempt
		\$ 44,616	\$ 75,587		
20	Administrative Fire Captain	\$ 22.52	\$ 42.28	Exempt	Non-Exempt
	Police Lieutenant Patrol Officers	\$ 46,842	\$ 87,942		*Non-Exempt (Salary)
21	Assessor	\$ 23.04	\$ 43.25	Exempt	
	Town Planner	\$ 47,923	\$ 89,960		
22	Vacant	\$ 23.43	\$ 42.36	Exempt	
		\$ 48,734	\$ 88,109		
23	Finance Director	\$ 23.27	\$ 43.69	Exempt	
		\$ 48,402	\$ 90,875	Exempt	
24	Assistant Fire Chief	\$ 25.19	\$ 46.57	Exempt	
		\$ 52,395	\$ 96,866	Exempt	
25	Police Captain Operations Support				
	Police Prosecutor				

TOWN OF HOOKSETT
Classification Pay Plan 05/23/18 (effective 07/01/18)

24	Assistant Public Works Director/Town Engineer	\$ 27.02 \$ 56,202	\$ 51.28 \$ 106,662	Exempt	
25	Fire Chief Police Chief Public Works Director	\$ 30.87 \$ 64,210	\$ 54.93 \$ 114,254	Exempt Exempt	
26	Town Administrator	\$ 31.44 \$ 65,395	\$ 71.67 \$ 149,074	Exempt	

Annual minimum and maximum ranges apply to full-time non-union positions only and are based on a 40-hour work week
 Hourly minimum and maximum rates apply to all non-union positions regardless of full-time, part-time, or other status.

Original adoption date: March 24, 2010.

Amendment date: May 23, 2018 for effective date July 1, 2018

02/13/13 Town Council approved that from now on the maximum level amounts would automatically increase by the amount of any COLA or COLA-type increases, but not merit increases. 07/01/13 Town Council approved 2% COLA. 07/01/14 2% COLA per budget voted 5/13/14. 07/01/15 3% COLA per budget voted 5/12/15. 07/01/16 3% F/T & 2% P/T COLA per budget voted 05/10/16 & TC approval 05/25/16. 07/01/17 2% F/T & P/T COLA per budget voted 03/14/17 & TC approval 05/10/17. 07/01/18 2% F/T & P/T wage increase per warrant voted 03/13/18 & TC approval 05/23/18 to raise maximum levels by 2%.

*Refer to Hooksett Police Department Administrative/Operations Directive for Administering of Overtime for Lieutenant and Dispatch Supervisor.

The Classification Pay Plan does not include seasonal positions including but not limited to Public Works Fun-in-the-Sun, Family Services.

Town Council STAFF REPORT



To: Town Council
Title: Unsealing of Council Non-Public session minutes (June 2018-May 2019), if in the opinion of a majority of members, the circumstances that sealed the minutes no longer apply in accordance with RSA 91A:3 III.
Meeting: Town Council - 12 Jun 2019
Department: Administration
Staff Contact: Donna Fitzpatrick, Administrative Services Coordinator

BACKGROUND INFORMATION:

Per the Town Council Rules of Procedures Section 8.f.:

"Unsealing of the non-public session minutes for the current fiscal year (June 1st to May 31st) shall occur annually at the Council's last meeting in May when, in the opinion of a majority of members, the circumstances that sealed the minutes no longer apply in accordance with RSA 91A:3 III."

Per RSA 91A:3 III:

"Minutes and decisions reached in nonpublic session shall be publicly disclosed within 72 hours of the meeting, unless, by recorded vote of 2/3 of the members present taken in public session, it is determined that divulgence of the information likely would affect adversely the reputation of any person other than a member of the public body itself, or render the proposed action ineffective, or pertain to terrorism, more specifically, to matters relating to the preparation for and the carrying out of all emergency functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life. This shall include training to carry out such functions. In the event of such circumstances, information may be withheld until, in the opinion of a majority of members, the aforesaid circumstances no longer apply."

Council Non-Public RSAs:

- 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.
- NH RSA 91-A:3 II (b) The hiring of any person as a public employee.
- 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.
- NH RSA 91-A:3 II (d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those in the general community.
- (f) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even where legal counsel is not present.

The Council will go into non-public session at their meeting of May 22, 2019 to review all non-public minutes for period June 2018 – May 2019. The Council will then go into public session to make their motion on whether to unseal or to remain sealing these minutes.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Council motion to unseal non-public minutes of a specific date(s) and discussion item(s) AND that all other sealed Town Council non-public minutes for period June 2017 – May 2018 are to remain sealed at this time.

SUGGESTED MOTION:

- 1) Council Motion to remove this item from the table.
- 2) Council motion to unseal non-public minutes of a specific date(s) and discussion item(s) AND that all other sealed Town Council non-public minutes for period June 2018 – May 2019 are to remain sealed at this time.

Concur

Town Council
STAFF REPORT



To: Town Council
Title: Civil Forfeiture Notices
Meeting: Town Council - 12 Jun 2019
Department: Town Clerk's Office
Staff Contact: Todd Rainier, Town Clerk

BACKGROUND INFORMATION:

Per NH RSA 466:14, "Town Clerk shall annually, between June 1 and June 20, present to the local governing body a list of those owners of dogs that have failed to license or not renewed their dog licenses pursuant to RSA 466:1. The local governing body shall, within 20 days from June 20, issue a warrant to a local official authorized to issue a civil forfeiture for each unlicensed dog."

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Approve and sign warrant authorizing civil forfeiture process to commence.

SUGGESTED MOTION:

Approve and sign warrant authorizing civil forfeiture process to commence.

ATTACHMENTS:

Civil Forfeiture RSA 466 14

Concur

TITLE XLV ANIMALS

CHAPTER 466 DOGS AND CATS

Unlicensed Dogs

Section 466:14

466:14 Warrants; Proceedings. – The town or city clerk shall annually, between June 1 and June 20, present to the local governing body a list of those owners of dogs that have failed to license or not renewed their dog licenses pursuant to RSA 466:1. The local governing body shall, within 20 days from June 20, issue a warrant to a local official authorized to issue a civil forfeiture for each unlicensed dog. The warrant may also authorize a local law enforcement officer to seize any unlicensed dog. The civil forfeiture may be sent by certified mail, or delivered in hand, or left at the abode of the dog owner. The cost of service shall not exceed \$7 and may be recovered by the city or town in addition to the amount of the civil forfeiture. If the unlicensed dog is seized, it shall be held in a town or city holding facility for a period of 7 days, after which time full title to the dog shall pass to the facility, unless the owner of the dog has, before the expiration of the period, caused the dog to be licensed. The owner shall pay the facility a necessary and reasonable sum per day, as agreed upon by the governing body of the town or city and the facility, for each day the dog has been kept and maintained by the facility, plus any necessary veterinary fees incurred by the facility for the benefit of the dog. Before a local law enforcement officer seizes any unlicensed dog, a written warning shall be given to the dog owner.

Source. RS 127:5. CS 133:5. GS 105:5. GL 115:7. PS 118:8. 1891, 60:11. PL 150:18. RL 180:18. RSA 466:14. 1965, 325:2. 1967, 150:1. 1977, 559:1. 1983, 198:1. 1987, 91:1. 1994, 353:7. 1995, 298:10. 1996, 67:5. 2000, 128:1. 2001, 274:7, eff. July 16, 2001. 2014, 178:1, eff. July 1, 2014.

Town Council
STAFF REPORT



To: Town Council
Title: TIF (Tax Increment Finance) District Sewer Engineering Design Contract
Meeting: Town Council - 12 Jun 2019
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

TIF (Tax Increment Finance) District Sewer Engineering Design Contract

- The purpose of this item is to request approval of the Council to permit the Town Administrator to sign a contract with Underwood Engineering to conduct an Engineering Study and do the Preliminary Design for the TIF District sewer and other infrastructure. The contract amount will be \$431,800. A request will be made at some point in the future to amend this contract, adding additional funds for the Final Design and Construction Administration (the scope of the final design will not be known until the Engineering Study and Preliminary Design is complete).
- The Consultant was selected through a thorough Qualifications Selection Process per the attached documentation.
- The design schedule will be such that the entire design will be complete and project bid in the fall of 2020 in order to place the construction of the project on the 2021 Warrant Article for 2021 construction.
- Bruce Thomas and a representative of Underwood Engineering will be available at your meeting dated June 12, 2019 to answer any questions you may have. A copy of the proposed contract and the Consultant's proposal will be available as well.

FINANCIAL IMPACT:

Expends \$431,800 from TIF District Infrastructure Funding per the approved 2019 TIF District Warrant article.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Approve signing of contract.

SUGGESTED MOTION:

Grant permission for the Town administrator to sign contract with Underwood Engineering for \$431,800 for Engineering Services relating to the TIF District.

Concur

ATTACHMENTS:

TIF District Contract RFP Process



Town of Hooksett

COMMUNITY DEVELOPMENT DEPARTMENT
Bruce A. Thomas, P.E., Town Engineer

Memo

To: File
From: Bruce A. Thomas, P.E., Town Engineer *BAT*
Date: May 1, 2019
Re: Hooksett Sewer TIF Project – RFP Process Documentation

The purpose of this memorandum is to document the process of hiring a consultant for the referenced project.

1. A Request for Proposals (RFP) was developed.
2. It was advertised in the Union Leader newspaper on Tuesday, April 2, 2019 and sent to the following consultants:
 - a. Stantec
 - b. Weston and Sampson
 - c. Hoyle Tanner
 - d. CDM
 - e. Fuss and O'Neil
 - f. McFarland Johnson
 - g. Wright-Pierce
 - h. Underwood
 - i. Hazen and Sawyer

The RFP stipulated that *The Consultant shall attach to the proposal in a separate sealed envelope a schedule of hourly rates, and time estimated for all disciplines necessary to accomplish Tasks I through VIII.*

3. Five proposals were submitted by the following consultants:
 - a. Stantec
 - b. Weston and Sampson
 - c. Hoyle Tanner
 - d. Wright-Pierce
 - e. Underwood

4. A review team consisting of the Town Engineer, the Interim Town Administrator, the Public Works Director, the Town Planner, the Code Enforcement Officer, and the Sewer Superintendent was created to independently review and rank the consultants. The ranking was based on the following criteria:
 - a. Specific experience with similar projects.
 - b. Background and experience of staff members who would be assigned to the job.
 - c. Availability.
 - d. Locality of firm.
 - e. Ability to communicate ideas.
 - f. Ability to supply all of the major disciplines necessary to perform the work.
 - g. Qualifications of subcontractors/subconsultants.
 - h. Conceptual design/project approach.
 - i. Accuracy of the firm in estimating time and cost requirements.
 - j. Responsiveness to requirements contained in the RFP.
 - k. Financial capabilities of the firm.
5. Each team member individually reviewed the proposals and each chose Underwood Engineering as the top consultant. As a result, we decided to forgo interviews and select Underwood Engineering. We then opened the sealed envelope from Underwood with the pricing, leaving the other consultant pricing envelopes unopened.

c/Janet Bouchard
Earl Labonte
Matt Lavoie
Bruce Kudrick
Nicholas Williams

Hooksett TIF Consultant Ranking									
	Bruce Thomas	Earl Labonte	Nicholas Williams	Matt Lavoie	Bruce Kudrick	Janet Bouchard*	Total	Average	Final Ranking
Hoyle Tanner	2	2	2	2	2		10	2	2
Stantec	5	3	3	4	5		20	4	4
Underwood Engineering	1	1	1	1	1		5	1	1
Weston and Sampson	4	4	4	3	4		19	3.8	3
Wright Pierce	3	5	5	5	3		21	4.2	5

Notes:

Review Team:

- Bruce Thomas, Town Engineer
- Earl Labonte, Director of Public Works
- Nicholas Williams, Town Planner
- Matthew Lavoie, Code Enforcement Officer
- Bruce Kudrick, Superintendent, Hooksett Sewer Commission
- Janet Bouchard, Interim Town Administrator (and Police Chief)

*Janet Bouchard elected not to rank the consultants as she felt unqualified to do so, she was in agreement with the process and the final selection of Underwood Engineering.

Town Council
STAFF REPORT



To: Town Council
Title: Fire Rescue Dept - Ambulance 2 Replacement
Meeting: Town Council - 12 Jun 2019
Department: Fire and Rescue
Staff Contact: Joseph Stalker, Captain

BACKGROUND INFORMATION:

The Hooksett Fire Rescue Department is seeking to replace our 2009 International Horton Ambulance (ID: Ambulance #2) with a new ambulance built by PL Customs / Sugarloaf. The current Ambulance is a decade old and has a listed mileage of 119,081. This ambulance will run out of the headquarters station (Safety Center). See attachments for specifics on the proposed ambulance. This purchase includes the trade-in of our current Ambulance 2, which goes towards the new ambulance price.

FINANCIAL IMPACT:

Using HGAC pricing, the purchase cost of the new ambulance would total \$293,833.00. This to be paid for in full from the Ambulance Revenue Account.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

To allow the purchase of a new ambulance via funds in the Ambulance Revenue Account.

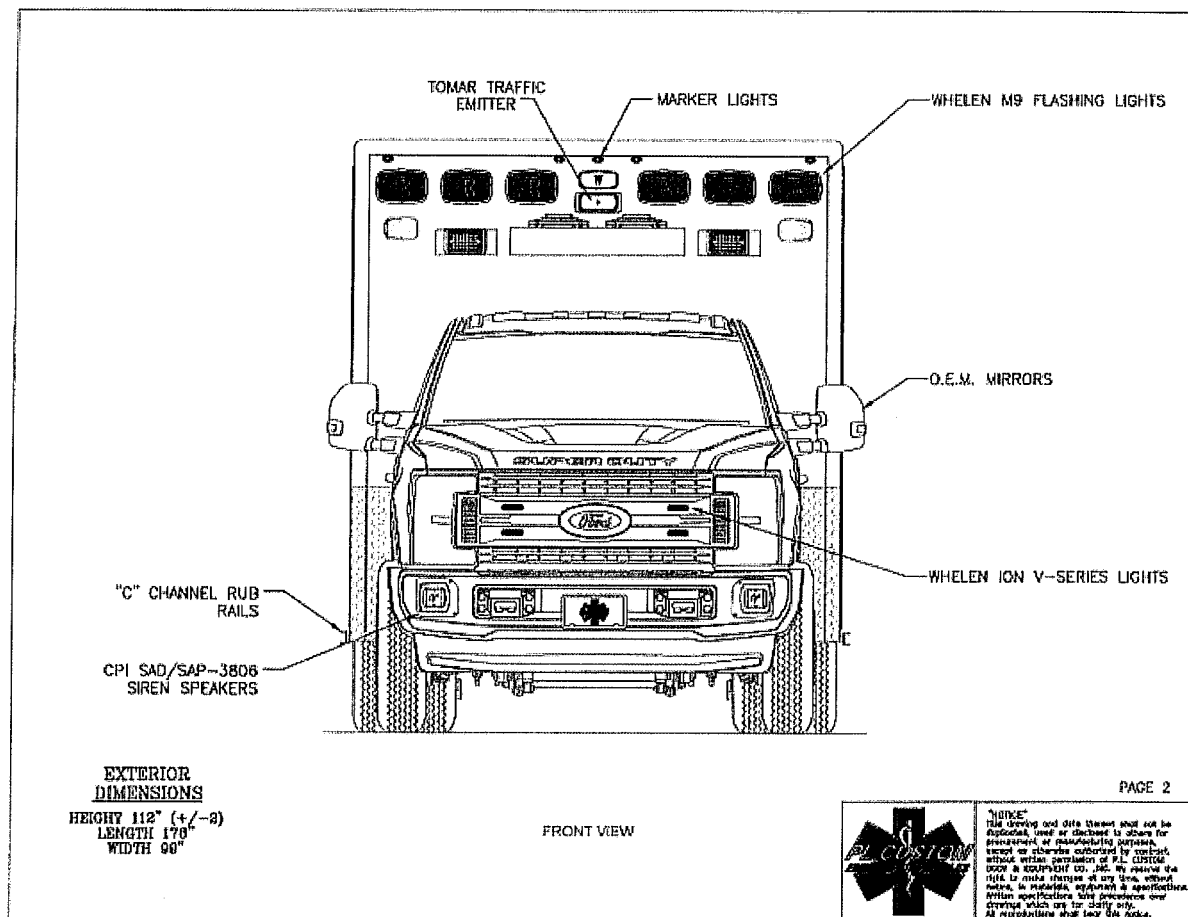
SUGGESTED MOTION:

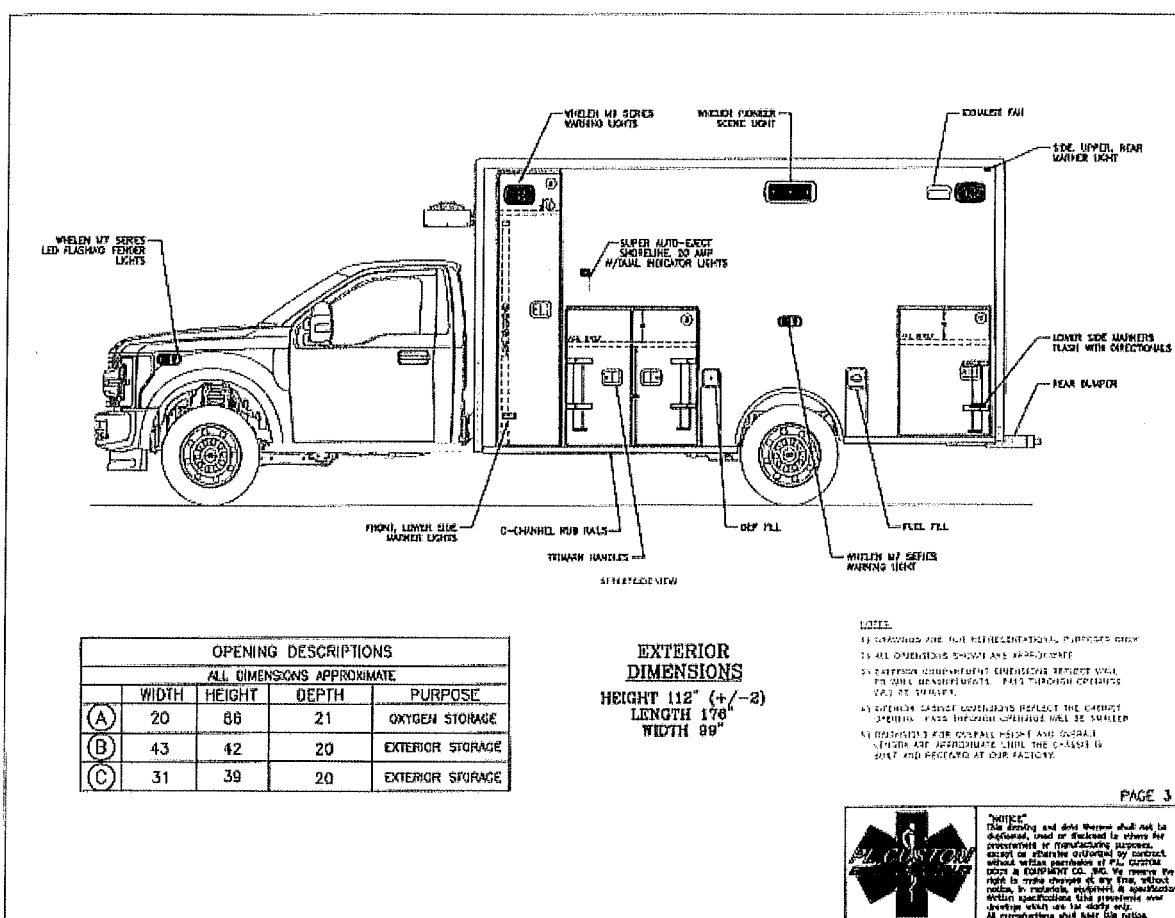
Recommend the Fire Rescue Department purchase a new ambulance for the cost of \$293,833.00 to be paid for from the Ambulance Revenue Account.

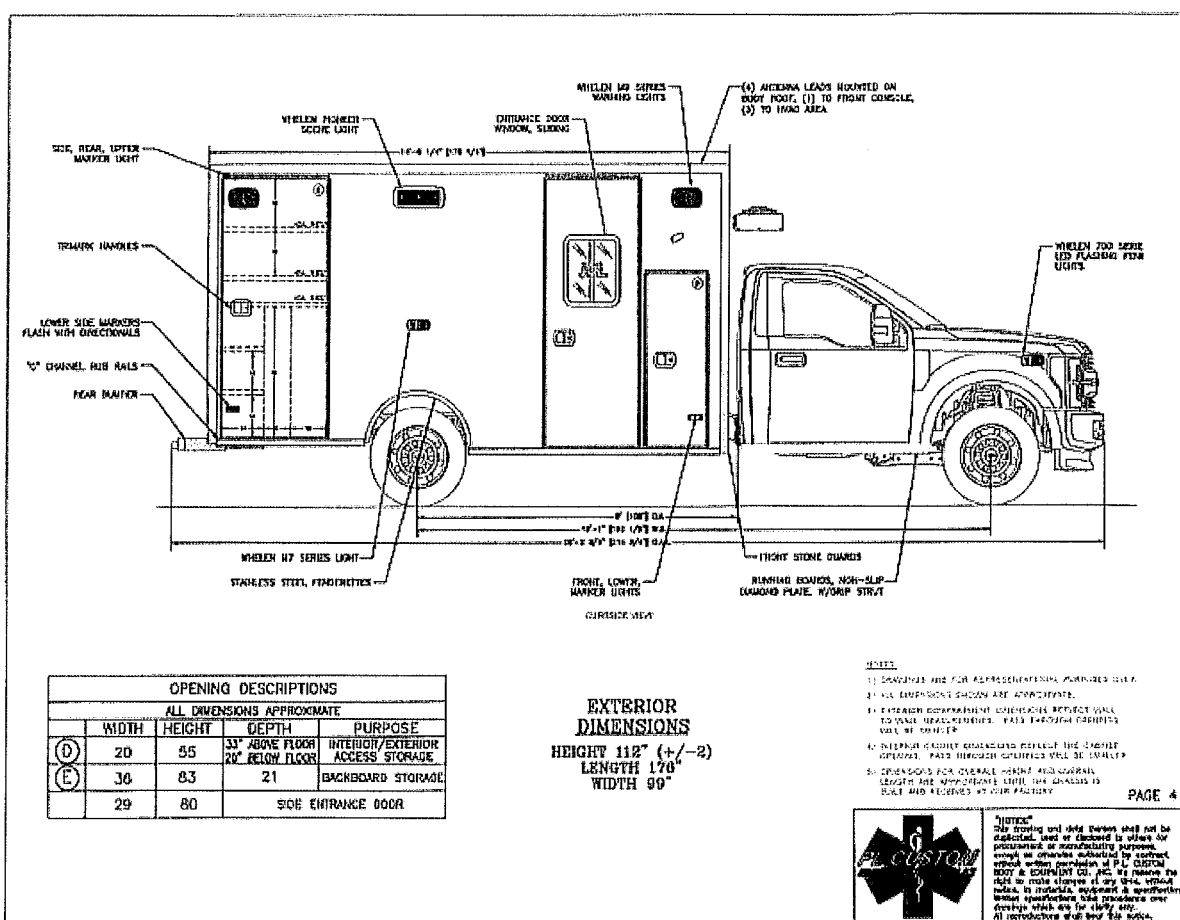
ATTACHMENTS:

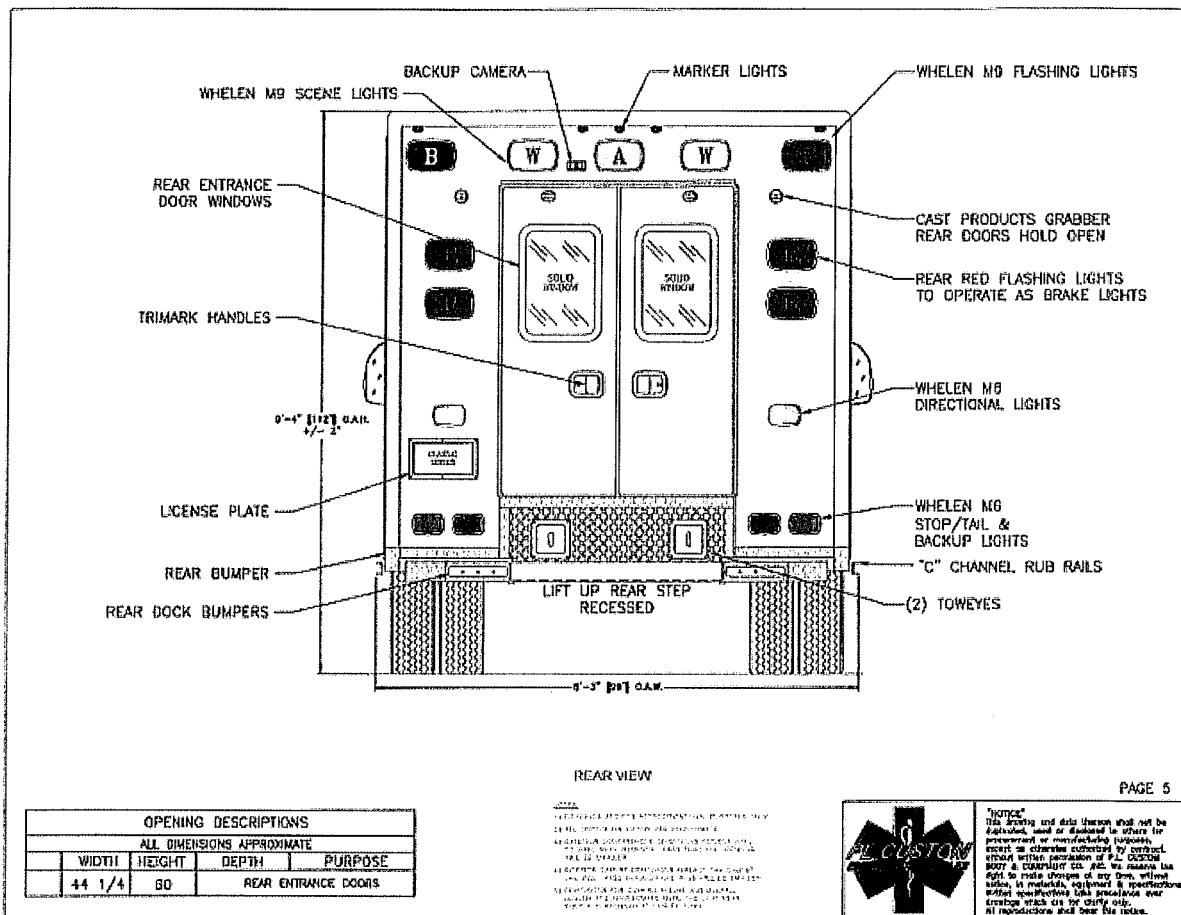
Ambulance 2 - Attachment #1
P L WARRANTY
A2 spec overview

Concurs











OVERVIEW OF MANUFACTURER'S WARRANTIES

PL Custom Emergency Vehicles secures your purchase with the following warranties:

LIFETIME LIMITED STRUCTURAL WARRANTY – MODULAR BODY

PL Custom warrants each new vehicle to be free of all structural defects for the life of the modular body including:

- › Body frame
- › Sub-floor
- › Exterior skin
- › Structural integrity of interior cabinetry/exterior compartments

LIFETIME (100,000 MILE) LIMITED WARRANTY – ELECTRICAL EQUIPMENT

The exclusive, lifetime (100,000 mile) limited warranty applies to all PL emergency vehicles and includes the following PL supplied and installed electrical equipment:

- › Main vehicle wiring harness & battery harness cables
- › Automotive relays
- › Automatic/manual reset circuit breakers
- › Voltmeter
- › Battery disconnect switch
- › All PL installed electrical connections
- › All wire terminals and crimps
- › Body door post switches
- › Power distribution panel

Alternators, batteries, bulbs and belts are not covered by this warranty.

THREE-YEAR (36,000 MILE) LIMITED WARRANTY – GENERAL CONVERSION

This three-year (36,000 mile) limited warranty includes the following PL supplied equipment:

- › Molding and windows
- › Door securing hardware and latches
- › Climate Control System
- › Oxygen outlets, hoses, fittings
- › Cabinet, ceiling & wall finish material
- › Onboard aspiration system
- › Application of vinyl striping and lettering
- › Poly coat for exterior compartment lining
- › Paint finish for interior aluminum cabinets

TEN-YEAR (100,000 MILE) LIMITED WARRANTY – PAINT LUSTRE

This limited warranty covers the areas of vehicle finished with PL Paint Lustre Sikkens Products for a period of ten years.

- › Delamination from the substrate
- › Gloss or color retention
- › Cracking or checking of paint film
- › Paint failure caused by defective Sikkens products

FIVE-YEAR (60,000 MILE) LIMITED WARRANTY – CREVICE CORROSION, DISSIMILAR METALS

- › Years 1–3/36,000 miles: 100% of repair cost
- › Year 4/48,000 miles: 50% of repair cost
- › Year 5/60,000 miles: 25% of repair cost

GENERAL INFORMATION

- › Warranty transferable; subject to inspection by PL Custom Emergency Vehicles.
- › Vehicle chassis; chassis components and cab body warranted by original manufacturer.
- › Components manufactured by other and installed by PL shall be covered by representative warranties.

EXCLUSIONS AND LIMITATIONS

- › Unauthorized alteration
- › Abnormal wear & tear
- › Physical damage
- › Abuse/misuse
- › Failure to maintain
- › Chemical corrosion

There are specific exclusions and limitations included in each individual warranty. See separate warranties for details.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

2201 Atlantic Avenue · Manasquan, NJ 08736 · 732-223-1411 · www.plcustom.com

PL Custom Emergency Vehicles is a division of PL Custom Body and Equipment Co., Inc.

Rev. 8/1/2012



LIFETIME MODULAR BODY STRUCTURAL WARRANTY

Subject to provisions, limitations and conditions set forth in the warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that the new emergency vehicle body including body frame, sub-floor, exterior skin, interior cabinets and exterior compartments (exclusive of paint finish) is structurally sound and free from all structural defects of both material and workmanship, and further warrants that it will maintain such structural integrity for the life of the body, providing it remains in the possession of the original purchaser and is in operation of said purchaser.

The above warranty is transferable upon changeover of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is also transferable to the new owner, providing that an inspection of vehicle is performed by PL Custom.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and in not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area. This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear

and tear, and alteration of the original parts or adjustments by customer or third party. If any such conditions are not met, this warranty shall become void and unenforceable.

PL Custom Emergency Vehicles reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

2201 Atlantic Avenue · Manasquan, NJ 08736 · 732-223-1411 · www.plcustom.com

PL Custom Emergency Vehicles is a division of PL Custom Body and Equipment Co., Inc.

Rev. 5/1/2011



LIFETIME ELECTRICAL WARRANTY

Subject to the provisions, limitations, and conditions set forth in this warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that the PL Custom supplied electrical equipment as listed below, are sound and free of all defects of both materials and workmanship, for the life of the vehicle or 100,000 miles whichever occurs first, providing it remains in possession of the original purchaser and is in operation by said purchaser. This electrical equipment includes; body door post switches, all wire terminals and crimps, main vehicle wiring harness and battery harness cables, relays, rocker switches, automatic/manual reset circuit breakers, voltmeter, battery disconnect switch, all terminal strips, PL installed electrical connections and power distribution panel.

Items not covered under this warranty are alternators, batteries, light bulbs and belts. Batteries and alternator systems are covered by their representative warranties.

The above warranty is transferable upon changeover of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is also transferable to the new owner, providing that an inspection of the vehicle is performed by PL Custom.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL Custom also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area. This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear and tear, and alterations of the original parts or adjustments by

customer or third parties. If any such conditions are not met, this warranty shall become void and unenforceable.

PL Custom Emergency Vehicles, reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

- Note that components manufactured by others and installed by PL Custom shall be covered by representative warranties.
- The vehicle chassis, chassis components, and applicable body of cab will be warranted in accordance with the standard chassis warranty policy by the manufacturer, normal or extended.
- PL Power Logix and V-MUX systems are covered under separate warranties.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

2201 Atlantic Avenue · Manasquan, NJ 08736 · 732-223-1411 · www.plcustom.com

PL Custom Emergency Vehicles is a division of P.L. Custom Body and Equipment Co., Inc.

Rev. 5/1/2011



3-YEAR OR 36,000 MILE GENERAL WARRANTY

Subject to the provisions, limitations, and conditions set forth in this warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that general ambulance conversion—including oxygen outlets, hoses and fittings, onboard aspiration system, interior and exterior door hardware and latching system, finished material on cabinets, ceiling, walls, moldings, and windows—is sound and free of all defects of both materials and workmanship for 3 years or 36,000 miles, whichever occurs first, from date of delivery providing it remains in possession of the original purchaser and is in operation by said purchaser.

Vinyl striping and lettering applied by PL Custom will be covered by this 3-year, 36,000 mile general warranty for defects associated with the installation/application of the striping and lettering to the vehicle. The striping and lettering material is covered by the manufacturer's warranty.

Poly coat for exterior compartment linings and paint finish for interior aluminum cabinets will be covered by this 3-year, 36,000 mile general warranty.

The above warranty is transferable upon changeover of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is also transferable to the new owner, providing that an inspection of the vehicle is performed by PL Custom.

Should repair become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area. This warranty covers defects not resulting from

misuse, negligence, accidents, abnormal wear and tear, and alteration of the original parts or adjustments by customer or third parties. If any such conditions are not met, this warranty shall become void and unenforceable.

PL Custom Emergency Vehicles reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

- Note that components manufactured by others and installed by PL Custom shall be covered by representative warranties.
- The vehicle chassis, chassis components, and applicable body of cab will be warranted in accordance with the standard chassis warranty policy by the manufacturer, normal or extended.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

2201 Atlantic Avenue · Manasquan, NJ 08736 · 732-223-1411 · www.plcustom.com

PL Custom Emergency Vehicles is a division of PL Custom Body and Equipment Co., Inc.

Rev. 8/1/2012



PL CUSTOM / V-MUX WARRANTY



Subject to the provisions, limitations, and conditions set forth in this warranty, PL Custom Emergency Vehicles, hereby warrants to each original purchaser only, that the PL Custom ambulance supplied with **V-MUX electrical equipment** is sound and free of all defects of both materials and workmanship, for the time frames listed below:

- ▷ 6000 Hercules Nodes: 10 years parts, 10 years Labor from Weldon
- ▷ 6010-0000-00 Mini 4x12: 10 years parts, 10 years labor from Weldon
- ▷ 6020-0000-00 Mini 16: 10 years parts, 10 years labor from Weldon
- ▷ 611x-0000-00 Transceiver: 1 year parts, 1 year labor from Weldon
- ▷ 613x-0000-00 Diag Kit, Serial or USB: 1 year parts, 1 year labor from Weldon
- ▷ 6241-Vista IV Display Screen: 5 years parts, 5 years labor from Weldon
- ▷ 6310-0000-12/14 Switch Controllers: 10 years parts, 10 years labor from Weldon
- ▷ 6311-0x00-00 Smart SWITCH Module: 10 years parts, 10 years labor from Weldon
- ▷ 6400-0000-00 Gateway Node: 10 years parts, 10 years labor from Weldon
- ▷ 6500-0000-00 Camera: 1 year parts, 1 year labor from Weldon
- ▷ 6550-0000-00 GPS: 1 year parts, 1 year labor from Weldon
- ▷ 0R00-2306-00 Hall Effect Sensor: 1 year parts, 1 year labor from Weldon
- ▷ 0R13-0614-00 Temp Sensor: 1 year parts, 1 year labor from Weldon
- ▷ 0R80-0615-00 Shunt Interface Module: 1 year parts, 1 year labor from Weldon
- ▷ 0U10-0715-00VFD 2 Line Display: 1 year parts, 1 year labor from Weldon
- ▷ Cables and Other Weldon Accessories: 30 days parts, NO LABOR
- ▷ All Other Weldon Parts: 10 years parts, 10 years labor from Weldon

This warranty is separate from and in addition to the **PL Custom Lifetime, 100,000-Mile Electrical Warranty** that includes the following (non V-MUX) components: body door post switches, all wire terminals and crimps, main vehicle wiring harness and battery harness cables, relays, automatic/manual reset circuit breakers and PL-installed (V-MUX) electrical connections and power distribution panel.

The above warranty is transferable upon changeover of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is also transferable to the new owner, providing that an inspection of the vehicle is performed by PL Custom.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL Custom also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area. This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear and tear, and alterations of the original parts or adjustments by customer or third parties. If any such conditions are not met, this warranty shall become void and unenforceable.

PL Custom Emergency Vehicles reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

- Note that components manufactured by others and installed by PL Custom shall be covered by representative warranties.
- The vehicle chassis, chassis components, and applicable body of cab will be warranted in accordance with the standard chassis warranty policy by the manufacturer, normal or extended.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

2201 Atlantic Avenue · Manasquan, NJ 08736 · 732-223-1411 · www.plcustom.com

PL Custom Emergency Vehicles is a division of PL Custom Body and Equipment Co., Inc.

Rev. 4/1/2012



AMBULANCE PAINT WARRANTY

10-YEAR PAINT LUSTRE AMBULANCE WARRANTY

As evidence of our commitment to quality and customer satisfaction, PL Custom is proud to offer our customers a 10-Year Paint Performance Warranty for new ambulances. This warranty covers the areas of the vehicle finished with specified PL Paint Lustre products for a period of 10 years or 100,000 miles beginning the day the vehicle is delivered.

ADVANTAGES

With the 10-Year PL Paint Lustre Performance Warranty, you are assured that highly trained professionals, using the highest quality products on the market today, apply the finishes on your vehicle. You also have the satisfaction of knowing your vehicles' finishes will stand up to the rigorous demands put upon them in daily use.

WARRANTY COVERS

1. Application of the PL Paint Lustre Coating System warranties all ambulance products to be free from specific paint defects for 10 years from the date the vehicle is delivered. PL will warranty 100% of the labor and material repair cost for the following defects:
 - a. Coating system Integrity, coating adhesion, and UV related degradation are covered.
 - b. Gloss retention and color retention are covered.
 - c. Cracking or checking of the paint film is covered.
 - d. Delaminating from the substrate or intercoat is covered.
2. Crevice Corrosion/Dissimilar Metals are covered under separate 5-year warranty.

CLAIM PROCEDURE

Should a vehicle show evidence of a paint problem, the owner should contact the Dealer/Salesperson. The Dealer/Salesperson will contact PL Custom Emergency Vehicles Technical Services Manager to schedule an inspection. After the inspection the vehicle owner will be contacted. No repairs will be authorized without an inspection or estimate in advance. PL Custom Emergency Vehicles assumes no responsibility for special, incidental or consequential damages including but not limited to lost time, inconvenience, and loss of profits which are not recoverable expenses.

5-YEAR CREVICE CORROSION/ DISSIMILAR METALS WARRANTY

As evidence of our commitment to quality and customer satisfaction, PL Custom is proud to offer our customers a 5-Year Crevice Corrosion/Dissimilar Metals Warranty. This warranty covers your vehicle for a period of up to 5 years or 60,000 miles against Crevice Corrosion and Dissimilar Metals Corrosion as described below.

WARRANTY COVERS

1. For the first 3 years or 36,000 miles your vehicle will be covered 100% by our Crevice Corrosion/Dissimilar Metals Corrosion Warranty for all vehicles ordered after May 1, 2011.
2. For the 4th year or up to 48,000 miles PL Custom will offer a warranty covering 50% of the repair cost for Crevice Corrosion and Dissimilar Metals Corrosion for all vehicles ordered after May 1, 2011.
3. For the 5th year or up to 60,000 miles PL Custom will offer a warranty covering 25% of the repair cost for Crevice Corrosion and Dissimilar Metals Corrosion for all vehicles ordered after May 1, 2011.

Electrolysis is defined as two or more dissimilar metals reacting against each other causing electrolysis. The resulting corrosion may cause paint to lift or blister. Our industry has battled this problem for many years. To assist in the management of electrolysis, your new PL Custom ambulance comes standard with a protective coating of ECK applied to all surfaces where dissimilar metals can make contact. This includes, but is not limited to exterior hinges, light mounting screws and any and all hardware attachment points where dissimilar metals can, or will, come in contact.

This protective coating is manufactured and designed to reduce and control the natural process of galvanic corrosion (electrolysis). Should it become necessary for removal, replacement or repair on any exterior area of your vehicle where ECK has been applied, it must be recoated with ECK to preserve its protective properties. Failure to properly reapply ECK may void this warranty.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice.
Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

See page 2 for PAINT WARRANTY EXCLUSIONS AND LIMITATIONS

2201 Atlantic Avenue · Manasquan, NJ 08736 · 732-223-1411 · www.plcustom.com

Page 1 of 2

PL Custom Emergency Vehicles is a division of PL Custom Body and Equipment Co., Inc.

Rev. 5/1/2011



AMBULANCE PAINT WARRANTY

WARRANTY EXCLUSIONS AND LIMITATIONS

1. Paint coating defects caused by customer, dealer or aftermarket add-ons after vehicle delivery.
2. Paint problems caused by customer, dealer or aftermarket application or removal of vehicle graphics, including vinyl decal materials and shields.
3. The painting, alteration, repair or equipment replacement of a customer vehicle by a facility not approved in advance by PL Custom Emergency Vehicles Technical Services Manager.
4. Physical damage to the vehicle from an accident or act of God.
5. Paint failures resulting from neglect, misuse or abuse to the vehicle.
6. The use of a PL vehicle for other than designed intent and purpose.
7. Exposure to severe environmental or chemical conditions such as acid rain, excessive road salt, calcium chloride or other chemicals used on road surfaces.
8. Failure of customer to provide normal, regular, and customary care for the vehicle paint finish. This includes, but is not limited to, routine washing and cleaning of areas exposed to environmental elements and chemicals as listed above.
9. The expense of any transportation to or from such repair facility to obtain warranty coverage shall be the responsibility of the purchaser/owner of the vehicle. This includes all labor, fuel, tolls, food, and costs for lodging if required.
10. Product finishes not manufactured by PL Custom such as the Chassis, mirrors or hardware finishes. O.E.M paint finishes carry the chassis manufacturer's paint warranties and are not covered by PL Custom.
11. The exterior finish of hardware moldings, windows, mirrors, lights, fiberglass caps, or other accessories.
12. Damage caused by abrasion or foreign objects.
13. The ECK material applied during the manufacture of PL products must be replaced in the event that lights, trim or any exterior hardware has been removed or replaced. Failure to re-apply the ECK material may void both the 10-Year PL Paint Warranty and the 5-Year Crevice Corrosion/Dissimilar Metals Paint Warranty.
14. This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any nonconforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.
15. This paint warranty applies to newly manufactured ambulances. It does not cover ambulance body changeovers.

See page 1 for complete Paint Warranty.



3-YEAR OR 36,000 MILE AMBULANCE BODY CHANGEOVER GENERAL WARRANTY

Subject to the provisions, limitations and conditions set forth in this warranty, PL Custom Emergency Vehicles, hereby warrants to each original purchaser only, that the modifications made for the ambulance body remount, as supplied and installed at the time of the remount, are sound and free of all defects of both materials and workmanship, for 3 years or 36,000 miles, whichever occurs first, from date of delivery providing it remains in possession of the original purchaser.

The changeover paint or body refinishing performed during remount will be warranted for one year or 12,000 miles. This paint warranty includes coverage for crevice corrosion and dissimilar metals, and it is effective for all changeovers ordered after May 1, 2011.

In the case of the sale of the vehicle, the warranty is also transferable to the new owner, providing that an inspection of the vehicle is performed by PL Custom at the factory.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment; prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area; no repairs or additions thereto except by PL Custom or authorized by it; said defect not resulting from misuse, negligence, accident, abnormal wear and tear, and alteration of the original parts or adjustments by customer or third parties. If any such conditions are not complied with, this warranty shall become void and unenforceable. PL Custom does not warrant any item manufactured by others.

PL Custom Emergency Vehicles reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

- Note that components manufactured by others and installed by PL Custom shall be covered by representative warranties.
- The vehicle chassis, chassis components, and applicable body of cab will be warranted in accordance with the standard chassis warranty policy by the manufacturer, normal or extended.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice.
Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

See page 2 for CHANGEOVER GENERAL WARRANTY EXCLUSIONS AND LIMITATIONS

2201 Atlantic Avenue · Manasquan, NJ 08736 · 732-223-1411 · www.plcustom.com

Page 1 of 2

PL Custom Emergency Vehicles is a division of PL Custom Body and Equipment Co., Inc.

Rev. 5/1/2011



AMBULANCE BODY CHANGEOVER GENERAL WARRANTY

WARRANTY EXCLUSIONS AND LIMITATIONS

1. Paint coating defects caused by customer, dealer or aftermarket add-ons after vehicle delivery.
2. Paint problems caused by customer, dealer or aftermarket application or removal of vehicle graphics, including vinyl decal materials and shields.
3. The painting, alteration, repair or equipment replacement of a customer vehicle by a facility not approved in advance by PL Custom Emergency Vehicles Technical Services Manager.
4. Physical damage to the vehicle from an accident or act of God.
5. Paint failures resulting from neglect, misuse or abuse to the vehicle.
6. The use of a PL vehicle for other than designed intent and purpose.
7. Exposure to severe environmental or chemical conditions such as acid rain, excessive road salt, calcium chloride or other chemicals used on road surfaces.
8. Failure of customer to provide normal, regular, and customary care for the vehicle paint finish. This includes, but is not limited to, routine washing and cleaning of areas exposed to environmental elements and chemicals as listed above.
9. The expense of any transportation to or from such repair facility to obtain warranty coverage shall be the responsibility of the purchaser/owner of the vehicle. This includes all labor, fuel, tolls, food, and costs for lodging if required.
10. Product finishes not manufactured by PL Custom such as the Chassis, mirrors or hardware finishes. O.E.M paint finishes carry the chassis manufacturer's paint warranties and are not covered by PL Custom.
11. The exterior finish of hardware moldings, windows, mirrors, lights, fiberglass caps, or other accessories.
12. Damage caused by abrasion or foreign objects.
13. The ECK material applied during the manufacture of PL products must be replaced in the event that lights, trim or any exterior hardware has been removed or replaced. Failure to re-apply the ECK material may void both the 10-Year PL Paint Warranty and the 5-Year Crevice Corrosion/Dissimilar Metals Paint Warranty.
14. This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any nonconforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

See page 1 for complete Ambulance Body Changeover General Warranty.



OPTIONAL AMBULANCE BODY CHANGEOVER PAINT WARRANTY

4-YEAR PAINT PERFORMANCE WARRANTY

This optional warranty covers the above ambulance body areas refinished with specified Akso-Nobel products for a period of 4 years or 48,000 miles, beginning the day the vehicle is delivered. This coverage is afforded only after a complete body repaint has been performed after stripping to bare metal and all surfaces have been prepared per the requirements of the paint manufacturer.

WARRANTY COVERS

The warranty for the PL / Sikkens Coating System is 4 years from the date vehicle is delivered. PL Custom will warranty 100% of the labor and material repair cost for the following defects:

1. Coating system Integrity, coating adhesion, and UV related degradation are covered 100% for the warranty period.
2. Gloss retention and color retention are covered.
3. Cracking or checking of the paint film is covered.
4. Delaminating from the substrate or intercoat is covered.

CLAIM PROCEDURE

Should a vehicle show evidence of a paint problem, the owner should contact the Dealer/Salesperson. The Dealer/Salesperson will contact PL Custom's Technical Service Manager to schedule an inspection. After the inspection the vehicle owner will be contacted. No repairs will be authorized without an inspection or estimate in advance. PL Custom Emergency Vehicles assumes no responsibility for special, incidental or consequential damages including but not limited to lost time, inconvenience, and loss of profits which are not recoverable expenses.

2-YEAR CREVICE CORROSION/ DISSIMILAR METALS WARRANTY

As evidence of our commitment to quality and customer satisfaction, PL Custom is proud to offer our customers this optional 2-Year Crevice Corrosion/ Dissimilar Metals Warranty. This warranty covers your vehicle for a period of up to 2 years or 24,000 miles against Crevice Corrosion and Dissimilar Metals Corrosion as described below.

WARRANTY COVERS

1. For the first 2 years or 24,000 miles, your vehicle will be covered 100% by our Crevice Corrosion/ Dissimilar Metals Corrosion Warranty for all vehicles ordered after June 1, 2013.

Electrolysis is defined as two or more dissimilar metals reacting against each other causing electrolysis. The resulting corrosion may cause paint to lift or blister. Our industry has battled this problem for many years. To assist in the management of electrolysis, your new PL Custom ambulance comes standard with a protective coating of ECK applied to all surfaces where dissimilar metals can make contact. This includes, but is not limited to exterior hinges, light mounting screws and any and all hardware attachment points where dissimilar metals can, or will, come in contact.

This protective coating is manufactured and designed to reduce and control the natural process of galvanic corrosion (electrolysis). Should it become necessary for removal, replacement or repair on any exterior area of your vehicle where ECK has been applied, it must be recoated with ECK to preserve its protective properties. Failure to properly reapply ECK may void this warranty.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice.
Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.

See page 2 for OPTIONAL PAINT WARRANTY EXCLUSIONS AND LIMITATIONS

2201 Atlantic Avenue · Manasquan, NJ 08736 · 732-223-1411 · www.plcustom.com

Page 1 of 2

PL Custom Emergency Vehicles is a division of PL Custom Body and Equipment Co., Inc.

Rev. 6/1/2013



OPTIONAL AMBULANCE BODY CHANGEOVER PAINT WARRANTY

WARRANTY EXCLUSIONS AND LIMITATIONS

1. Paint coating defects caused by customer, dealer or aftermarket add-ons after vehicle delivery.
2. Paint problems caused by customer, dealer or aftermarket application or removal of vehicle graphics, including vinyl decal materials and shields.
3. The painting, alteration, repair or equipment replacement of a customer vehicle by a facility not approved in advance by PL Custom Emergency Vehicles Technical Services Manager.
4. Physical damage to the vehicle from an accident or act of God.
5. Paint failures resulting from neglect, misuse or abuse to the vehicle.
6. The use of a PL vehicle for other than designed intent and purpose.
7. Exposure to severe environmental or chemical conditions such as acid rain, excessive road salt, calcium chloride or other chemicals used on road surfaces.
8. Failure of customer to provide normal, regular, and customary care for the vehicle paint finish. This includes, but is not limited to, routine washing and cleaning of areas exposed to environmental elements and chemicals as listed above.
9. The expense of any transportation to or from such repair facility to obtain warranty coverage shall be the responsibility of the purchaser/owner of the vehicle. This includes all labor, fuel, tolls, food, and costs for lodging if required.
10. Product finishes not manufactured by PL Custom such as the Chassis, mirrors or hardware finishes. O.E.M paint finishes carry the chassis manufacturer's paint warranties and are not covered by PL Custom.
11. The exterior finish of hardware moldings, windows, mirrors, lights, fiberglass caps, or other accessories.
12. Damage caused by abrasion or foreign objects.
13. The ECK material applied during the manufacture of PL products must be replaced in the event that lights, trim or any exterior hardware has been removed or replaced. Failure to re-apply the ECK material may void the PL Paint Warranty.
14. **This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any nonconforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.**

See page 1 for complete Optional Ambulance Body
Changeover Paint Warranty.

James A. Burkush
Chief of Department



Joseph P. Stalker
Captain - EMS

Town of Hooksett *Fire-Rescue Department*

Overview of new ambulance specs

- 2020 Ford F-550 chassis on a PL Custom / Sugarloaf ambulance body.
- Very similar to our current Ambulance 3; see below.
- Most of the medical equipment will be transferred over from the current Ambulance 2 which this new unit will replace.
- This ambulance will replace our current Ambulance #2 which is 10 years old and has 120,000 miles on it.
- Built to have the most up to date safety features including harness system for the occupants of the patient compartment, chevron design on the rear of the unit and a 360 degree camera system to allow the driver to view all sides of the vehicle.
- Has a Stryker Power-Pro lift system, a power stretcher loading system designed to reduce back & lifting injuries, as well as safely lift larger patients.
- Will have up to date medical equipment, compartments for rescue gear, active shooter gear, basic firefighting gear, hand tools, flashlights and advanced life support medical equipment.
- Paid for entirely by ambulance billing from the Ambulance Revenue Account.



15 Legends Drive • Hooksett, NH 03106 • Telephone (603) 623-7272 • Fax: (603) 686-6742
www.hooksettfire.org



Town Council
STAFF REPORT



To: Town Council
Title: Town Wide Line Striping
Meeting: Town Council - 12 Jun 2019
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

In May, The Town of Hooksett issued a Request for bids for Town Wide Line Striping. The following bids were received:

Hi-way Safety Systems, Inc. for \$18,988.19
Industrial Traffic Lines, Inc. for \$20,599.31

FINANCIAL IMPACT:

Funding for this work is in the current FY 2018-2019 budget under Road Maintenance Professional Services (001-450.4312-330.000).

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

I recommend the Town Council accept the bid from Hi-way Safety Systems, Inc. for \$18,988.18.

SUGGESTED MOTION:

Motion to accept the bid from Hi-way Safety Systems, Inc. for \$18,988.19 for Town Wide Line Striping.

ATTACHMENTS:

20190530135704971

*wavier needed to accept bid w/ only
two submittals*

Concur

LINE STRIPING FORM

ITEM UNIT PRICE

Double Yellow Centerline LNFT 120,205 (x2) .09 = \$10,818.45

Single white Line LNFT 209,068 .042 = \$8,780.86

10 Crosswalks \$100.00 = \$1,000.00

BID AMOUNT: \$20,599.31

BID AMOUNT: ^(NUMERALS) Twenty thousand five hundred ninety nine and thirty _(WRITE OUT IN WORDS) one cents

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

Name of Firm: Industrial Traffic Lines, Inc.

Business Address: 3 Sunburn Rd, Londonderry, NH 03053

Telephone Number: 603-552-3780

E-mail: industrialtrafficlines@gmail.com

Scott Mason - President
Print Representative's Name and Title


Signature

End of Request for Proposal

LINE STRIPING FORM

ITEM UNIT PRICE

Double Yellow Centerline LNFT 120,205 (x2) .03

Single white Line LNFT 209,068 .041

10 Crosswalks 80.00

BID AMOUNT: 18,988.19

BID AMOUNT: eighteen thousand nine hundred eighty eight dollars and nineteen cents
(NUMERALS) (WRITE OUT IN WORDS)

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

Name of Firm: Hi Way Safety Systems, Inc.

Business Address: 9 Rockwood Hwy Rockland MA 02570

Telephone Number: 781-982-9229

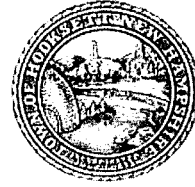
E-mail: bids@hiwayss.com

Kathy DeLong President
Print Representative's Name and Title

[Signature]
Signature

End of Request for Proposal

Town Council
STAFF REPORT



To: Town Council
Title: Roadway Crack Sealing
Meeting: Town Council - 12 Jun 2019
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

In May, the Town of Hooksett issued a Request for Bids for Roadway Crack Sealing. The following bids were received:

Superior Sealcoat, Inc. for \$86,310.00
Sealcoating, Inc. for \$86,370.00

FINANCIAL IMPACT:

Funding for this work is in the current FY 2018-2019 budget under Road Maintenance Resurfacing (001-450.4312-720.000).

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

I recommend the Town Council accept the bid from Superior Sealcoat, Inc. for \$86,310.00.

SUGGESTED MOTION:

Motion to accept the bid from Superior Sealcoat, Inc. for \$86,310.00 for Roadway Crack Sealing.

ATTACHMENTS:

20190530140438915

*waiver needed to accept ^{concern} bid with only
two submitals*

Hooksett 2019 Roadway Crack Sealing Project Bid 19-09**Bid Sheet of Unit Prices**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
1	Gallon s.	6,000	CRACK SEAL - Polymer & Crumb Rubber Modified with Fibers per gallon Ten Dollars and Thirty six Cents	10.36	62,160
618.7	HR.	500	Flaggers thirty six Dollars and Fifty Cents	36.50	18,250
618.6 1	HR.	40	Uniformed Officer with Vehicle Eighty-Five Dollars and 00 Cents	85.00	3,400
1008	L.S.	1	Construction Contingency Allowance (as ordered by Town) Two thousand five hundred Dollars and no Cents	\$2,500.00	\$2,500.00

BID AMOUNT: 86,310.00

(NUMERALS)

BID AMOUNT: Eighty six thousand three hundred ten 00/100

(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED:

Superior Sealcoat, Inc.

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Robert Vita, President

Print Representative's Name and Title

Signature

Pres.

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.

Hooksett 2019 Roadway Crack Sealing Project Bid 19-09**Bid Sheet of Unit Prices**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
1	Gallon	6,000	CRACK SEAL - Polymer & Crumb Rubber Modified with Fibers per gallon Ten Dollars and Thirty-nine Cents	<u>\$10.39/GAL</u>	<u>\$62,340.00</u>
618.7	HR.	500	Flaggers Thirty x Dollars and Twenty-x x Cents	<u>\$36.26/HR</u>	<u>\$18,130.00</u>
618.6 1	HR.	40	Uniformed Officer with Vehicle Eighty-Five Dollars and 00 Cents	<u>\$85.00</u>	<u>\$3,400.00</u>
1008	L.S.	1	Construction Contingency Allowance (as ordered by Town) Two Thousand Five Hundred Dollars and Zero Cents	<u>\$2,500.00</u>	<u>\$2,500.00</u>

BID AMOUNT: \$66,370.00

BID AMOUNT: Eighty-six Thousand Three Hundred Seventy Dollars and Zero Cents
(NUMERALS)
(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED:

Sealcoating, Inc. d/b/a Incus

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Elizabeth Wuori, President
Print Representative's Name and Title

Elizabeth Wuori
Signature

825 Granite Street, Braintree, MA 02184
Address / Street-City-Zip Code

(781) 428-3500 / elan.vial@indusinc.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 Council
STAFF REPORT



To: Town Council
Title: Budget Transfer #2019-06
Meeting: Town Council - 12 Jun 2019
Department: Finance
Staff Contact: Christine Soucie, Finance Director

BACKGROUND INFORMATION:

Transfer funds from Administration and Community Development's full-time employees' lines to cover overages in the legal line. Legal services is higher than anticipated due the changeover in Town Administrator's and several ligation cases. Funds are available in both Administration and Community Development due to staff changeover.

FINANCIAL IMPACT:

None

SUGGESTED MOTION:

Motion to have the Council Chair sign Budget Transfer #2019-06 in the amount of \$50,000.00 to cover overages in the legal line.

ATTACHMENTS:

Transfer 2019-06

Concur

**TOWN OF HOOKSETT
BUDGET TRANSFER REQUEST FORM**

TRANSFER # 2019-06

Please explain the purpose of this transfer request: Transfer funds from Administration and Community Development's full-time employees' lines to cover overages in the legal line. Legal services is higher than anticipated due the changeover in Town Administrator's and several litigation cases. Funds are available in both Administration and Community Development due to staff changeover.

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

Account #	Description	Current Budget	Amount Added	New Budget
001-100.4153-320.000	ADMIN Legal Services	\$90,000.00	\$50,000.00	\$140,000.00
Total			\$50,000.00	

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

Account #	Description	Current Budget	Amount Reduced	New Budget
001-100.4130-111.000	ADMIN Full-time Employee	\$220,585.00	(20,000.00)	\$200,585.00
001-200.4191-111.000	CD Full-time Employees	\$239,818.00	(30,000.00)	\$209,818.00
Total			(\$50,000.00)	

Recommended by:


Town Administrator


Finance Director

Approved by:

Town Council

Council Meeting Date

ORIGINAL - Finance

COPY - Departments

Revision date 5/15/2012

Budget Information
X

GL # 001-100-4153-320.000

Over Budget Yes

Information as of: 06/30/2019

Selected GL Number: 001-100-4153-320.000

Description: ADMIN Legal Services

Footnotes: 0

Budget Checking Specific Detail:

Budget Check Type: <u>GL #</u>	\$99,000.00
Amended Budget:	
Activity To Date:	712,04.19
Encumbered:	0.00
Other:	0.00
Total Available:	152,104.19
Amount Requested:	50.00
Over Budget Amount:	-22,104.19
Unposted BAS:	\$0.00

Close

over budget by \$ 22,104.19 as of 8/29/19
 still have many + June invoices to pay

Budget Information		X
GL #	Over Budget	
001-100-4130-111-000	No	
<p>Information as of: 06/30/2019</p> <p>Selected GL Number: 001-100-4130-111-000</p> <p>Description: ADMIN Full-Time Employees</p> <p>Footnotes: 2</p>		
<p>Budget Checking Specific Detail</p> <p>Budget Check Type: GL #</p> <p>Amended Budget: \$220,585.00</p>		
Activity To Date:	169,709.25	
Encumbered:	8.00	
Other:	8.00	
Total Available:	\$50,875.85	
Amount Requested:	\$0.00	
Remaining Available:	\$50,875.85	
Unposted Bal:	\$0.00	
		Close

Available as of 5/29/19. Still have June's payroll estimated to be \$15,000 and \$15,000 to be used to cover Administrator's onboarding and recruitment costs.

Budget Information

X

GL #

001-200-4191-111.000

Over Budget

No

Information as of: 06/30/2019

Selected GL Number: 001-200-4191-111.000

Description: CD Full-Time Employees

Footnotes: 2

Budget Checking Specific Detail

Budget Check Type: GL #

Amended Budget: \$239,918.00

Activity To Date:

Encumbered:

Other:

Total Available:

Amount Requested:

Remaining Available:

Unposted Bal:

130,460.71

0.00

0.00

\$9,257.29

\$0.00

\$9,257.29

\$0.00

Close

← Available as of 5/29/19. Still have June's payroll estimated to be \$25,000.

Town Council
STAFF REPORT



To: Town Council
Title: FY 2018-19 Budget Encumbrances Review
Meeting: Town Council - 12 Jun 2019
Department: Finance
Staff Contact: Christine Soucie, Finance Director

BACKGROUND INFORMATION:

In accordance with RSA 32:7, all appropriations shall lapse at the end of the fiscal year unless it meets one of six exceptions:

- I. Encumbered by a legally enforceable obligation created by contract
- II. Capital Reserve Funds and Trust Funds
- III. Issuance of Bonds or Notes
- IV. Anticipated Grants from State, Federal or private sources
- V. Special warrant article at properly noticed meeting for which appropriations is available
- VI. Special warrant articles that are written longer than one year, but not over five years

Attached are two lists of contracts/obligations that meet one of these exceptions.

Budget Summary will be submitted at the June 26th Council meeting.

FINANCIAL IMPACT:

Will be provided at the June 26th Council meeting.

ATTACHMENTS:

Encumbrance List

Encumbrances

As of 5/30/19

1	GASB 75 Valuation - 001-300.4150-321.000 - USI Consulting for GASB 75 updates	\$ 500.00
2	Engine 5 Lights - 001-350-4220-434.000 - Order Ossipee Mountain Electronics	\$ 6,387.50
3	PPE Gear 5 Sets - 001-340.4220-751.000 - Requisition with Bergeron Protective Clothing	\$ 14,925.92
4	Fire Pumper - 001-950-4220-752.001 - Order with Rosenbauer Minnesota	\$ 249,346.00
5	Police Training - 001-400.4210-294.000 - Order with Carlson Software for Training	\$ 3,600.75
6	Police Station Renovations - 001-950.4903-436.016 - Contract with Meridian Construction	\$ 404,182.64
7	Asphalt Hot Box Machine - 001-450.4312-751.000 - Order with Howard P Fairfield	\$ 27,424.00
8	Town Wide Road Paving - 001-450.4312-720.000 - Contract with	\$ 281,127.77
9	Town Wide Line Striping - 001-450.4312-330.000 - Recommending a contract with Hi-Way Safety	\$ 18,988.19
10	Library Columns Repairs - 001-451-4194-436.000 - Contract with Miville Remodeling	\$ 14,580.00
11	Fire Alarm System @ Safety Center - Contract with	
12	Transfer Station Scale Replacement - Multiple - Contract with Fairbanks Scales	\$ 37,508.00
13	Build-Out Analysis for Route 3A TIF - 001-950-4191-330-000 - Contract with SNH Planning Commission	\$ 91,085.92
14	Stormwater Asset Management Program - 001-950-4312-330.00 - Contract with Hoyle, Tanner & Associates	\$ 13,708.78
15		
Grand Total Encumbrances		\$ 1,163,365.47

Non-budgetary Purchase Orders.

As of 5/30/19

16	Landfill Monitoring - Capital Reserves - Contract with GEOINSIGHT, Inc.	\$ 4,900.00
17	Master Plan Update - Capital Reserves - Contract with So NH Planning Commission	\$ 15,560.00
18	2019 6 Wheel Plow Truck - Capital Reserves - Order with Liberty International Truck	\$ 167,150.00
19	2007 Ladder Truck - Capital Reserves & Donations - Order with Brindell Mountain Fire Apparatus	\$ 368,500.00
20	Antenna Systems PD - Capital Reserves - Order with Ossipee Mountain Electronics	\$ 28,749.00
21	Radio Equipment PD - Capital Reserves - Order with Motorola Solutions	\$ 37,683.89
22	Safety Center Architecture - Police Impact Fees - Contract with SMP Architecture	\$ 7,574.25
23	Merrimack River Trail Project - Conservation Fund - Contract with Stantec Consulting Services	\$ 11,736.39
24	Picnic Tables for Summer Camp - Recreation Revolving Fund - Order with O'Brien & Sons	\$ 6,154.02
25	Paramedic Tuition - Ambulance Fund - Contract with Elliot Hospital for Howe	\$ 3,817.50
27	Interoperable Radios for Ladder Truck - Fire Impact Fees - Contract with Ossipee Mountain Electronics	\$ 12,458.45
Total Non-budgetary Purchase Orders		\$ 664,283.50