

Remote Right-to-Know Access – Town Council 5/27/2020

DUE TO THE COVID-19/CORONAVIRUS CRISIS AND IN ACCORDANCE WITH GOVERNOR SUNUNU'S EMERGENCY ORDER #12 PURSUANT TO EXECUTIVE ORDER 2020-04, TOWN COUNCIL IS AUTHORIZED TO MEET ELECTRONICALLY

Please note that there is no physical location to observe and listen contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order, all members of the Council will be given the means to communicate contemporaneously during this meeting through the **Zoom Software platform**.

The public may access the meeting as it's ongoing through the following methods:

1. **Dialing one of the following phone numbers:** 1-877 853 5247 US Toll-free 1-888 788 0099 US Toll-free+1 301 715 8592 US (Germantown)+1 312 626 6799 US (Chicago)+1 929 436 2866 US (New York)+1 253 215 8782 US (Tacoma)+1 346 248 7799 US (Houston)+1 669 900 6833 US (San Jose)
2. **Entering the following Meeting ID:** 889-9545-0402
3. **Entering in the following passcode #:** 1702

You can also "join" this meeting by following this link and using the same Meeting ID and Passcode:

<https://us02web.zoom.us/j/88995450402?pwd=Y1VRb1BWcktycTEwL01wMzZYTFVyUT09>

...Or watch/listen with a delay at: http://hooksett.granicus.com/ViewPublisher.php?view_id=2

This access notice was posted on www.hooksett.org/town-council and physically posted at the main Entrances at 35 Main Street in Hooksett. Up to 24 hours prior, any updates to these instructions will be posted in the same location and clearly marked as updates

During the Meeting:

- If anybody has a problem, please call **603-485-8472 Ext. 1** or email at ngerman@hooksett.org.
- In the event the public is unable to access the meeting, the meeting will adjourn and be rescheduled. **Telephonic access using the method found under #1 above will be considered the primary public access method in accordance with the Emergency Order.**
- **All votes that are taken during this meeting shall be done by Roll Call vote, and the meeting will commence by taking a Roll Call attendance.**
- **When each member states their presence, they will also state whether there is anyone in the room with them during this meeting, which is required under the Right-to-Know law.**
- **Public Input** will be conducted at the discretion of Town Council through methods of its choosing, and no communication by the public will be permitted unless authorized. Public participants will be muted until called upon to speak during appropriate segments, and non-public sessions will trigger removal of all participants save Council and their designees.



AGENDA

Town of Hooksett Town Council

Wednesday, May 27, 2020 at 6:00 PM

A meeting of the Town Council will be held Wednesday, May 27, 2020 in the Hooksett Municipal Building commencing at **6:00 PM**.

Page

1. THIS MEETING IS A VIRTUAL MEETING - SEE 1.1 FOR DETAILS ON PARTICIPATION

- 1.1. This meeting is open to the public, however this will be a **virtual Zoom software platform** meeting to comply with Governor's orders regarding COVID-19 social-distancing & no scheduled gatherings of 10 or more individuals. See cover sheet to this agenda for instructions on how to participate in this **Zoom** meeting.
- Also, the Public is encouraged to send their comments about items on this agenda to the Town Council via dfitzpatrick@hooksett.org until Noon on May 27, 2020.
- On behalf of the Hooksett Town Council and Town Administration, we thank you for your patience and understanding during these challenging times.

2. CALL TO ORDER

3. PROOF OF POSTING

4. ROLL CALL

5. PLEDGE OF ALLEGIANCE

6. AGENDA OVERVIEW

7. PUBLIC HEARINGS

- 7.1. Public hearing for the Town Council to accept the \$37,000.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b III (a); grant funds to update the EOC Security System at the Hooksett Safety Center. 5 - 7
[Staff Report - SR-20-083 - Pdf](#)
[EMPG-Public Hearing](#)
- 7.2. Public hearing for the Town Council to accept the \$37,000.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b III (a); grant funds to update the EOC Security System at the Hooksett Safety Center. 9 - 10
[Staff Report - SR-20-083 - Pdf](#)
- 7.3. Public hearing for the Town Council to accept the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, CFDA# 16.034, Grant awarded in the amount of approximately \$58,736.00 to the Town of Hooksett for the Hooksett Fire-Rescue Department's Operating Budget and the Ambulance Fund under RSA 31:95-b 11 - 15
Anyone requesting auxiliary aids or services is asked to contact the Administration Department five business days prior to the meeting.

III (a); grant funds to be utilized in response to the COVID-19 crisis for staffing and PPE/sanitation equipment.

DOJ adjusted initial \$60,269.29 to \$58,736.00; because amount lower public hearing does not need to be reposted.

[Staff Report - SR-20-095 - Pdf](#)

- 7.4. Public Hearing to accept the NH Governor's Office for Emergency Relief and Recovery (GOFERR) not to exceed \$346,080.00 for COVID-19 expenditures under RSA 31:95-b III (a). 17 - 21

[Staff Report - SR-20-097 - Pdf](#)

8. SPECIAL RECOGNITION

- 8.1. Bruce Kudrick, Wastewater Treatment Plant Superintendent - 47 years+ dedicated service (01/08/1973-05/31/2020)
- 8.2. Hooksett Municipal Employee - New Hire

9. SCHEDULED APPOINTMENTS

- 9.1. Wastewater Treatment Plant Superintendent/Sewer Commission - Use of Town Owned Property to Locate a Portion of the Proposed Solar Array (see new business item for details)

10. CONSENT AGENDA

11. TOWN ADMINISTRATOR'S REPORT

12. PUBLIC INPUT - 15 MINUTES

13. NOMINATIONS AND APPOINTMENTS

14. BRIEF RECESS

15. OLD BUSINESS

- 15.1. Solid Waste/Recycling & Transfer Ordinance 00-31 Amendment 23 - 36

[Staff Report - SR-20-105 - Pdf](#)

- 15.2. COVID-19 - Request to Town Council to Ease Requirements of Employee Earned Vacation Time Carry Over Limits through December 31, 2020 (tabled at 05/13/2020 Town Council Meeting) 37 - 39

[Staff Report - SR-20-067 - Pdf](#)

- 15.3. Volunteer Appreciation (Tabled from 5/13/2020) 41 - 42

[Staff Report - SR-20-107 - Pdf](#)

16. NEW BUSINESS

- 16.1. Sewer Commission Use of Town Owned Property to Locate a Portion of the Proposed Solar Array 43 - 48

[Staff Report - SR-20-110 - Pdf](#)

- 16.2. Town Council to accept the \$37,000.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b III (a); grant funds to update the EOC Security System at the Hooksett Safety Center. 49

[Staff Report - SR-20-093 - Pdf](#)

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- | | | |
|--------|---|-----------|
| 16.3. | Town Council to accept the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, CFDA# 16.034, Grant awarded in the amount of approximately \$58,736.00 to the Town of Hooksett for the Hooksett Fire-Rescue Department's Operating Budget and the Ambulance Fund under RSA 31:95-b III (a); grant funds to be utilized in response to the COVID-19 crisis for staffing and PPE/sanitation equipment.
Staff Report - SR-20-098 - Pdf | 51 - 52 |
| 16.4. | Town Council to accept the NH Governor's Office for Emergency Relief and Recovery (GOFERR) not to exceed \$346,080.00 for COVID-19 expenditures under RSA 31:95-b III (a).
Staff Report - SR-20-099 - Pdf | 53 - 54 |
| 16.5. | The purchase and programming of 40 portable radios and programming laptop that will replace the police departments current portable radios that are between 10-15 years old. Total cost of \$96,958.91 to come from the Emergency Radio Communication Capital Reserve Fund.
Staff Report - SR-20-096 - Pdf | 55 - 61 |
| 16.6. | Vision Software Upgrade
Staff Report - SR-20-109 - Pdf | 63 - 65 |
| 16.7. | DPW / Recycling and Transfer Division Truck Tractor Purchase
Staff Report - SR-20-094 - Pdf | 67 - 82 |
| 16.8. | Purchase of Front End Loader
Staff Report - SR-20-104 - Pdf | 83 - 87 |
| 16.9. | Presentation - Update on Pavement Management
Staff Report - SR-20-103 - Pdf | 89 - 124 |
| 16.10. | Riverside Drive Fire Station Driveway Improvements Project Award for \$52,234.00
Staff Report - SR-20-100 - Pdf | 125 - 157 |
| 16.11. | Lilac Bridge Memorial – Request for Permission to Sign Contract for \$85,000 to construct a memorial to the Lilac Bridge
Staff Report - SR-20-101 - Pdf | 159 - 184 |
| 16.12. | Lilac Bridge Memorial – Permission to Place Monument on State Property
Staff Report - SR-20-102 - Pdf | 185 - 193 |
| 16.13. | Consideration for a Spring-Summer Tax Bill Newsletter
Staff Report - SR-20-108 - Pdf | 195 |
| 16.14. | 2020-2021 Town Council Meeting Schedule
Staff Report - SR-20-106 - Pdf | 197 - 199 |
| 16.15. | Town of Hooksett, NH - Municipal Volunteers (tabled at 04/22/2020 Town Council Meeting)
Staff Report - SR-20-043 - Pdf | 201 - 204 |
| 16.16. | Unsealing of Council Non-Public session minutes (June 2019 - May 2020), 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 (suggestion for | |

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

Council to table until such time Council meets in-person)

17. APPROVAL OF MINUTES

- | | | |
|-------|---|-----------|
| 17.1. | Public: 03/11/2020 (tabled at 04/22/2020 Town Council Meeting)
TC Minutes 03112020 | 205 - 217 |
| 17.2. | Public: 04/22/2020
TC Minutes 04222020 | 219 - 242 |
| 17.3. | Public: 05/13/2020
TC Minutes 05132020[10178] | 243 - 268 |
| 17.4. | Non-Public: 03/11/2020 (tabled at 04/22/2020 Town Council Meeting) | |
| 17.5. | Non-Public: 04/22/2020 | |
| 17.6. | Non-Public: 05/13/2020 | |

18. SUB-COMMITTEE REPORTS

19. PUBLIC INPUT

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

21. ADJOURNMENT

PUBLIC INPUT

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

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

Town Council
STAFF REPORT



To: Town Council
Title: Public hearing for the Town Council to accept the \$37,000.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b III (a); grant funds to update the EOC Security System at the Hooksett Safety Center.
Meeting: Town Council - 27 May 2020
Department: Fire and Rescue
Staff Contact: James Burkush, Chief of Hooksett Fire&Rescue

BACKGROUND INFORMATION:

The EOC Security System at the Safety Center is failing and needs to be replaced. This system will integrate with the security system currently operating at the Police Department

FINANCIAL IMPACT:

EMPG match requirement fulfilled by renovations at Police Department. No Town funds required for the EOC.

POLICY IMPLICATIONS:

Due to connectivity requirements, may be sole source.

RECOMMENDATION:

Open public hearing, listen to public input, close public hearing, go to new business section of this agenda and discuss this item same night and vote.

SUGGESTED MOTION:

See new business item.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[EMPG-Public Hearing](#)

**Town of Hooksett
Public Hearing Notice**

The Hooksett Town Council will be holding a public hearing on Wednesday, May 27th @ 6:00pm at the Hooksett Town Hall chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept the \$37,000.00 from the Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire Rescue Department under RSA 31:95-b III (a). For documentation or questions, contact the Hooksett Fire Rescue Department at 603-623-7272.

Pursuant to the Governor's Emergency Order, the Town will be conducting meetings remotely until further notice. The Public will be able to telephonic access. The specific instructions for accessing this meeting (and any changes to Governor's Emergency Orders) are posted on the Town website, <http://www.hooksett.org>.

**Town of Hooksett
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Concur

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Town Council
STAFF REPORT



To: James A. Burkush, Fire Chief
Title: Public hearing for the Town Council to accept the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, CFDA# 16.034, Grant awarded in the amount of approximately \$58,736.00 to the Town of Hooksett for the Hooksett Fire-Rescue Department's Operating Budget and the Ambulance Fund under RSA 31:95-b III (a); grant funds to be utilized in response to the COVID-19 crisis for staffing and PPE/sanitation equipment.

DOJ adjusted initial \$60,269.29 to \$58,736.00; because amount lower public hearing does not need to be reposted.
Meeting: Town Council - 27 May 2020
Department: Fire and Rescue
Staff Contact: Regina Howard, Administrative Assistant

BACKGROUND INFORMATION:

The Hooksett Fire-Rescue Department applied for and received preliminary approval for the DOJ Grant for our COVID/EMS Response Program which includes OT staffing to 7 members per shift (as needed), fringe benefit reimbursement for the OT, and reimbursement for PPE and cleaning/disinfecting supplies as defined in the CDC and State HSEM response guidelines.

FINANCIAL IMPACT:

No Town funds required.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Open public hearing, listen to public input, close public hearing, go to new business section of this agenda and discuss this item same night and vote.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[DOJ-covid-grant-announcement](#)
[DOJ Grant-Public Hearing](#)



New Hampshire Department of Justice

Request for Grant Applications

Coronavirus Emergency Grant

The New Hampshire Department of Justice announces available federal funding for law enforcement and other first responders to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19). Funding is available retroactive to January 20, 2020, and will be available for a period of up to two years. Funding is provided by the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, CFDA# 16.034. The total amount of federal funding available is **\$3,422,400**.

All awards are subject to the availability of funds and to any modifications or additional requirements that may be imposed by law.

Eligibility:

- State Agencies
- Units of Local Government

Permissible Uses of Funds:

Funds awarded under this solicitation must be utilized to prevent, prepare for, and respond to COVID-19. Eligible costs for reimbursement under this program consist of, but are not limited to, the following:

- Overtime
- Equipment (including law enforcement medical personal protective equipment)
- Hiring
- Supplies (such as gloves, masks, sanitizer)
- Training
- Travel Expenses (particularly related to the distribution of resources to the most impacted areas)
- Addressing the medical needs of inmates in state and local prisons and jails.

Prohibition of supplanting:

Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

The Award Information:

Funding will be available until all federal funds are expended.

Review Process: All applications will be evaluated whether the information presented is reasonable, understandable, measurable, achievable, and allowable under the solicitation. Priority consideration will be given to those who serve communities with the largest impact from the coronavirus cases and for agencies that are not direct recipients of the Coronavirus Emergency Supplemental Funding Program. Applications may be disapproved in whole or in part if costs are not associated with the prevention of, preparation for, or response to COVID-19. Awards are subject to the required governmental approval, including the Attorney General, and availability of federal funding.

Application Submission:

Applications are available on the Department of Justice website: <https://www.doj.nh.gov/>
Completed applications should be sent via e-mail to the Department of Justice Grants Management Unit:

Grants.Apps@doj.nh.gov

Awards are contingent upon approval of the Attorney General and the Governor pursuant to RSA 4:45 and RSA 21-P through successful execution of a grant agreement (contract).

Questions regarding this funding can be directed to the Grants Management Unit at the Department of Justice:

Thomas Kaempfer (603)271-8090 Thomas.Kaempfer@doj.nh.gov

Or

Rene St. George (603)271-8473 ReneStGeorge@doj.nh.gov

**Town of Hooksett
Public Hearing Notice**

The Hooksett Town Council will be holding a public hearing on Wednesday, May 27th @ 6:00pm at the Hooksett Town Hall chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept the \$60,262.29 in grant funding from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, CFDA# 16.034 to the Town of Hooksett for the Hooksett Fire Rescue Department's Operating Budget and the Ambulance Fund under RSA 31:95-b III (a). For documentation or questions, contact the Hooksett Fire Rescue Department at 603-623-7272.

Pursuant to the Governor's Emergency Order, the Town will be conducting meetings remotely until further notice. The Public will be able to participate via telephonic access. The specific instructions for accessing this meeting (and any changes to Governor's Emergency Orders) are posted on the Town website, <http://www.hooksett.org>.

Town Council

STAFF REPORT



To: Town Council
Title: Public Hearing to accept the NH Governor's Office for Emergency Relief and Recovery (GOFERR) not to exceed \$346,080.00 for COVID-19 expenditures under RSA 31:95-b III (a).
Meeting: Town Council - 27 May 2020
Department: Finance
Staff Contact: Christine Soucie, Finance Director

BACKGROUND INFORMATION:

The Governor has authorized the allocation and expenditure of \$32 million to municipalities, to cover eligible COVID-19-related expenses incurred from March 1, 2020 to August 31, 2020. Hooksett's share is \$346,080.00.

Local governments will only be reimbursed for COVID-19-related expenses actually incurred. Some allowable expenses:

- Increased Welfare costs – food, shelter, utilities
- Interest on Tax Anticipation Notes (TANs) or other short-term borrowing
- New Telework costs for remote municipal operations – computers, software, networking
- Increased Election costs (if not covered by other federal funding)
- Wages and benefits required by the Families First Coronavirus Response Act for non-first responders
- Childcare costs for first responders and essential employees due to school closures
- Increased unemployment costs for municipalities that self-fund not otherwise covered
- Legal fees associated with new federal requirements and state emergency orders
- Municipal building modifications, cleaning/disinfecting need for social distancing and public safety
- Facility signage (park/beach closure)
- Credit card fees (waiving fees paid by cardholders due to disallowing in person payment by other means)
- Facilitate distance learning, including technological improvements, in connection with school closing to enable compliance with COVID-19 precautions.

Not allowable

- Shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute are not allowable.
- Revenue replacement is not a permissible use of Fund payments.

As a condition of this grant, all other available source of COVID-19 relief funds must be exhausted.

FINANCIAL IMPACT:

The Town of Hooksett is relying on these funds to cover cost related to COVID-19 expenses that were not budgeted, so that the Town can continue to provide necessary services to residents.

RECOMMENDATION:

Open public hearing, listen to public input. Close public hearing when you get to the this item under new business section of this agenda then discussed and voted.

SUGGESTED MOTION:

See new business item.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[GOFERR Grant-Public Hearing](#)

[GOFERR overview-guidance](#)

**Town of Hooksett
Public Hearing Notice**

The Hooksett Town Council will be holding a public hearing on Wednesday, May 27th @ 6:00pm at the Hooksett Town Hall chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept not more than \$346,080.00 in grant funding from the Governor's Office for Emergency Relief and Recovery (GOFERR) to the Town of Hooksett under RSA 31:95-b III (a). For documentation or questions, contact the Hooksett Finance Department at 603-485-2712.

Pursuant to the Governor's Emergency Order, the Town will be conducting meetings remotely until further notice. The Public will be able to participate via telephonic access. The specific instructions for accessing this meeting (and any changes to Governor's Emergency Orders) are posted on the Town website, <http://www.hooksett.org>.

Governor's Office for Emergency Relief & Recovery

CORONAVIRUS RELIEF FUND PAYMENTS TO LOCAL GOVERNMENTS

Program Overview and Guidance



The Governor has authorized the allocation and expenditure of \$40 million total, \$32 million to municipalities and \$8 million to counties, to cover eligible COVID-19-related expenses incurred from March 1, 2020 to August 31, 2020. Eligible reimbursements through other federal sources, including FEMA and any state or local match must be excluded. These amounts have been allocated and made available to all municipalities and counties based on 2018 population figures from the Office of Strategic Initiatives. The allocated amounts can be found on the website of the Governor's Office for Emergency Relief and Recovery (GOFERR) (www.goferr.nh.gov).

Local governments will only be reimbursed for COVID-19-related expenses actually incurred, but only up to the amounts allocated based on population figures. No local government can receive total reimbursements from the GOFERR Coronavirus Relief Fund exceeding its allocated amount. For example, if \$100,000 was allocated to Municipality A, Municipality A could not be reimbursed for eligible expenses totaling more than \$100,000, even if Municipality A's eligible expenses from March 1, 2020 to August 31, 2020 amount to \$200,000. Any amount allocated that exceeds the eligible expenses submitted for reimbursement by a local government from March 1, 2020 to August 31, 2020, will, after August 31, 2020, lapse back to the GOFERR Coronavirus Relief Fund to be available to the State for other disbursement.

In September, local governments will be required to estimate the additional COVID-19-related expenses they will incur through December 30, 2020. GOFERR will use this information in considering whether further relief might be needed after August 31, 2020.

Grant Agreement: Each local government must submit by e-mail, a signed grant agreement to GOFERR to be eligible for the funds. Please email municipalities@goferr.nh.gov, if a municipality, or counties@goferr.nh.gov, if a county. The agreement is available on the GOFERR website (www.goferr.nh.gov). A local government's failure to submit a completed grant agreement before or together with its initial request for reimbursement will mean that no funds will be paid to the local government.

Reimbursement Requests: Local governments must submit reimbursement requests to GOFERR by email (using the Reimbursement Request Form), including expense details/explanations, estimates, if applicable, and supporting documentation. Please email municipalities@goferr.nh.gov, if a municipality, or counties@goferr.nh.gov, if a county. The form is available on the GOFERR website (www.goferr.nh.gov). The initial request for reimbursement may be submitted with the completed grant agreement, and must be submitted by June 1, 2020. GOFERR will make every effort to issue all checks within 30 days after receipt of the request.

GOFERR will only accept reimbursement requests in May, July, and September, as follows:

- By June 1, 2020, for eligible expenses incurred from March 1, 2020 to April 30, 2020;
- By July 15, 2020, for eligible expenses incurred from May 1, 2020 to June 30, 2020; and
- By September 15, 2020, for eligible expenses incurred from July 1, 2020 to August 31, 2020.

If a local government fails to submit a request by any deadline, the local government will not receive a reimbursement payment for expenses incurred during the applicable time period.

Guidance on Allowable Costs: To the extent not covered by another relief funding source:

1. Necessary expenditures due to the COVID-19 public health emergency means:
 - a. Costs related to local government actions taken to respond to the public health emergency;
 - b. Expenditures that respond to second order effects of the public health emergency;
 - i. economic support for employment related losses.
 - ii. economic support for losses due to business interruptions.
 - c. Treasury will use a standard of “reasonable judgment of the government officials responsible” in reviewing whether an expenditure is necessary.
2. Costs not accounted for in the budget most recently approved as of March 27, 2020.
 - a. Cannot lawfully be funded using a line item, allotment, or allocation within that budget.
 - b. Is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is only “incurred” when the responsible unit of government has expended funds to cover the cost during the period March 1, 2020 to December 30, 2020.

Not Allowable:

- Shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of Fund payments.

Examples - Allowable

- Increased Welfare costs – food, shelter, utilities
- Interest on Tax Anticipation Notes (TANs) or other short-term borrowing
- New Telework costs for remote municipal operations – computers, software, networking
- Increased Election costs (if not covered by other federal funding)
- Wages and benefits required by the Families First Coronavirus Response Act for non-first responders
- Childcare costs for first responders and essential employees due to school closures
- Increased unemployment costs for municipalities that self-fund not otherwise covered
- Legal fees associated with new federal requirements and state emergency orders
- Municipal building modifications, cleaning/disinfecting need for social distancing and public safety
- Facility signage (park/beach closure)
- Credit card fees (waiving fees paid by cardholders due to disallowing in person payment by other means)

Examples – Not Allowable:

- Municipalities incurring police/fire/emergency costs (Should be FEMA)
- 25% match on FEMA eligible costs
- Property tax abatements (will not know extent until final tax bills are issued in December and abatement applications are filed thereafter)

Town Council
STAFF REPORT



To: Town Council
Title: Solid Waste/Recycling & Transfer Ordinance 00-31 Amendment
Meeting: Town Council - 27 May 2020
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

At the last Town Council meeting, a Public Hearing was held to amend the Solid Waste/Recycling & Transfer Ordinance. The ordinance was updated to reflect current Recycling & Transfer policies including minor housekeeping.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

To adopt the amended Solid Waste/Recycling & Transfer Ordinance 00-31 as presented effective 5/27/2020.

SUGGESTED MOTION:

Motion to adopt the amended Solid Waste/Recycling & Transfer Ordinance 00-31 as presented effective 5/27/2020.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[R&T Ordinance 00-31 Final](#)
[Public Hearing Notice Recycling Transfer](#)

**RECYCLING & TRANSFER
ORDINANCE # 00-31**

The Town of Hooksett ordains that, pursuant to the authority granted under Section 3.6 of the Hooksett Town Charter, the following ordinance is hereby enacted in the Town of Hooksett:

INTRODUCTION

An Ordinance is hereby created establishing control of solid waste in the Town of Hooksett (Town), implementing rules and regulations for the operation of the Transfer and Recycling and Transfer Center (Center), curbside collection of trash and setting fees for the use of the facilities thereof.

Whereas, the control and regulation of solid waste will serve the public interest, protect the health and safety of Town residents, and conserve our natural resources, and,

Whereas the Town has authority pursuant to State law and the Town Charter to establish rules and regulations for the control of solid waste, to establish permit regulations, and to prescribe penalties for the violations thereof, and,

Whereas it is necessary to establish the rules and regulations for the acceptance of solid waste, therefore be it ordained by the Town of Hooksett, the County of Merrimack, and the State of New Hampshire, that a solid waste ordinance is hereby established setting forth regulations governing the use of the Center and requiring that permits be obtained and fees paid.

SECTION I
DEFINITIONS AND WORD USAGE

As used in this Ordinance, the following terms shall have the following meanings:

ACCEPTABLE WASTE – Household garbage, trash, rubbish and refuse originating within the boundaries of the Town, normally collected or disposed of as a result of residential pickups or deliveries.

AUTOMATED COLLECTION – Shall mean a method of collecting refuse and recycling through the use of mechanical collection equipment and special carts issued for the storage and collection of rubbish and recyclables.

AUTOMATED COLLECTION CART – Shall mean a specially designed cart with wheels and town seal, issued by the town of Hooksett to be used for the storage of acceptable refuse or recyclables in the automated collection operation.

CENTER - The Town of Hooksett Transfer and Recycling and Transfer Center situated off Route 3A.

COMMERCIAL - Any and all nonresidential activities.

COMMERCIAL RESIDENTS – Residential abode with more than 3 units.

CONDOMINIUM - Individually owned multi-family units

CONSTRUCTION DEBRIS - Non-putrescible waste building materials and rubble.

CURB LINE – shall mean the area directly behind or adjacent to the curb; in the absence of a curb, the area adjacent to the edge of pavement or road within 5 feet traveled portion of roadway.

CURBSIDE COLLECTION – Shall mean the pickup of acceptable trash and recyclables at certain residences in the Town.

CUSTOMER – Shall mean any resident who delivers waste to the facility or receives trash and or recycling service from the Town.

DEMOLITION WASTE - See Construction Debris.

DESIGNATED COLLECTION POINT – Shall mean the place where the automated cart shall be placed for service, as determined by the Recycling and Transfer Department.

DISPOSAL - The discharge, deposit, injection, dumping, spilling, leaking, or placement of any solid waste into or onto any land or water so that such solid waste or any constituent of it may enter the environment, be emitted into the air, or be discharged into any water, including groundwater.

EXTRA REFUSE – Shall mean any refuse placed on, or around automated collection cart in excess capacity of the automated cart.

HAZARDOUS WASTE - Any material which has been identified as hazardous waste by the New Hampshire Department of Environmental Services. Such wastes include, but are not limited to, those which are ignitable, irritants, or strong sensitizers, or which generate pressure through decomposition, heat, or other means. Such term also encompasses any solid, semisolid, liquid or contained gaseous waste, or any combination of these wastes which, because of either quantity, concentration, or physical, chemical or infectious characteristics may: a) cause or contribute to an increase in mortality or an increase in irreversible or incapacitating reversible illness; and/or b) pose a present or potential threat to humans or the environment when improperly treated, stored, transported, disposed of, or otherwise mismanaged.

HOUSEHOLD HAZARDOUS WASTE – Hazardous waste generated from non-commercial usage by persons in their living abodes.

INFECTIOUS WASTE - Any waste which, because of its infectious nature, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

HOUSEHOLD HAZARDOUS WASTE - Hazardous waste generated from non-commercial usage by persons in their living abodes.

MANDATORY – Officially required.

METAL GOODS (METAL) - Metal goods include household appliances, air conditioners, aluminum lawn chairs, aluminum windows, outside grills, hot water tanks, and other metallic items that can be readily recycled and marketed.

MOTOR VEHICLE WASTE - Used motor oil, motor vehicle batteries, antifreeze, and tires from motorized vehicles.

MULTI-FAMILY RESIDENTIAL PROPERTY – Shall mean more than one (1) but not more than three (3) dwelling units in a building.

RECYCLABLES - Any item within the Town recycling program which can be recycled with the intent of reusing that item.

RECYCLING - The collection, storage processing, and redistribution of separated solid waste so as to return material to the marketplace.

REFUSE - Any solid waste product which is composed wholly or partly of such materials as garbage, swill, sweepings, cleanings, trash, rubbish, litter, industrial solid wastes, organic wastes, and domestic solid wastes.

RESIDENT - A person who is domiciled or has a place of abode in the Town of Hooksett and who has, through all of his or her actions, demonstrated a current intent to designate that place of abode as his or her principal place of physical presence for the indefinite future to the exclusion of all others.

SOLID WASTE - Any matter consisting of putrescible material, refuse, and other discarded or abandoned material. It includes solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. For the purposes of this Ordinance, it does not include hazardous waste as defined in RSA 147A:2, infectious waste as defined in this Section, solid or dissolved materials and irrigation return flows, or municipal and industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended, or source special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended. Solid waste includes municipal solid waste (MSW) as defined in State Solid Waste Rule ENV-Wm 103.23.

USER FEE - A charge usually by a municipality to users of a service.

YARD WASTE - Leaves, grass clippings, weeds, hedge clippings, garden waste, and twigs.

SECTION II

CURBSIDE AUTOMATED COLLECTION

Currently any recyclable materials (see current list at hooksett.org) that can be removed from the waste stream at the curb and recycled at the CENTER, will help in waste and cost avoidance. The reason for separation is to help control the costs associated with the disposal and management of solid waste by diverting as many recyclables from the solid waste stream as possible. The listing of acceptable materials will be available at the Recycling and Transfer Center, or online at www.hooksett.org under the Recycling and Transfer Department.

1. The purpose of this section is to establish minimum standards for the storage, collection, transportation and disposal of solid waste and recycling, utilizing an automated collection program to promote the health, safety, and welfare of the Town's residents, employees and environment, and to minimize the amount of trash generated in the Town.
2. The Crew Chief shall have the direct responsibility for the administration of this section subject to the direction and control of the Town Administrator and the Town Council.
3. The Town will provide curbside collection of residential solid waste from municipal buildings, single family dwellings, multi-family dwellings (3 units or less).
4. Two automated collection carts, one for trash, one for recycling, and instructions for use will be distributed for residents who receive collection services from the Town. Currently the town does not do curbside recycling, the recycling cart may be used for normal trash until curbside recycling is resumed.
5. It will be the resident's responsibility to assure that automated collection carts are placed in the appropriate location designated by the Town, by 7:00 am on collection day. The Crew Chief or his/her designee shall have the authority to review and approve or disapprove placement of the collection carts. Alternative sites may be necessary to safeguard public safety and minimize risk of damage to public or private property during the collection process.
6. It is the resident's responsibility to remove the automated cart from the curb line by the end of the collection day.
7. It is prohibited to overload automated carts in a manner that is likely to cause damage to the collection vehicle, the automated cart or to create a litter condition or to impede collection. It shall be an infraction to place or deposit any refuse whatsoever in or around an automated cart owned or provided for the use of another customer without that customer's approval.
8. The Town shall not be responsible for collection if there are any infractions of any section of this policy, or if there are any circumstances that are beyond the control of the Town. Infractions or circumstances include, but are not limited to, automated cart overload, unacceptable materials, improperly loaded automated cart, blocked access, automated cart inaccessibility, improper carts or dangerous situations.
9. Automated Carts:
 - a) All automated carts are the property of the Town of Hooksett and are not to be removed from the property even in the event of a change in ownership or resident status. All automated carts will be assigned to a street address and have an imprinted number for identification purposes. One cart shall be used for trash and one cart for mixed recyclables.
 - b) Any repairs to the containers will be performed by the Town. The property owner/customer shall contact the Recycling and Transfer office to report damage and request a repair. Containers damaged beyond repair will be replaced by the Town. If the containers are subject to neglect or other preventable damage as determined by the Crew Chief, the Crew Chief will require a charge for the

replacement. The property owners are the ultimate party responsible for all damages or removed containers by tenants. The owner shall pay the cost of \$50.00 for any replacement containers. The owner should work to educate the household members on the proper use and maintenance of the containers.

- c) All trash and recyclables shall be placed into the appropriate containers so that the lid can be securely shut. No trash placed on the ground or in any unapproved containers shall be picked-up by the town. The containers shall not be overfilled or arranged in any manner that will prevent the lid from remaining closed at all times to prevent water from filling the container, and access by animals. In the event of overflow, residents may bring the extra material to the facility or must wait till the next scheduled collection day.

10. Placement of Carts - It shall be the duty of each customer to place the carts as follows:

- a) Within two (2) feet of the curb line not more than 5 feet from traveled portion of roadway or where directed by the Town.
- b) At least five (5) feet away from all objects such as fences, mailboxes, and utility poles, and clear of overhanging vegetation, utility wires, etc. to allow for the unimpeded operation of collection vehicles.
- c) So that the automated cart handle is facing the dwelling unit.
- d) At least two (2) feet from the other cart.
- e) At least ten (10) feet away from parked vehicles.

11. Approved Materials for Automated Curbside Collection

- a) All household trash must be bagged before placing into the trash container for the automated curbside program.
- b) ONLY household trash will be collected at the curb. All other material for disposal must be brought to the Recycling and Transfer Center at 210 West River Rd.

12. Enforcement - Collection

It is the intention of the Department to educate residents as to the value of recycling and the appropriate procedures for doing so. If, however, a resident or tenant violates any provision of this section (Section II) it may result in the issuance of notices, warnings and possible loss of services.

First Violation – A courtesy notice will be issued. If the violation is the disposal of any unacceptable material, the cost of disposal (user fee) will be incurred.

Second Violation – A written warning will be issued. If the violation is the disposal of any unacceptable material the cost of the disposal (user fee) will be incurred.

Third Violation – A third violation will result in the loss of collection privileges, for an amount of time determined by the Crew Chief, with approval by the Town Administrator. The violator shall have the right to appeal to the Town Council.

SECTION III **CONDOMINIUMS**

Condominiums will be required to provide for the collection and disposal of domestic trash within their communities. The Town will reimburse tonnage at a maximum of 21 pounds per unit per week at the Town budgeted rate (for trash disposal), paid semi-annually, upon submission and verification of paid invoices by the condominium association. The Town may rescind or amend this section at any time.

SECTION IV **RECYCLING AND TRANSFER CENTER**

The Center is operated and maintained in accordance with RSA 149-M:17 solely to receive, transport, and dispose of authorized solid waste generated within the geographical boundaries of the Town.

These regulations have been recommended by the Recycling and Transfer Advisory Committee and adopted by the Town Council pursuant to the authority granted the Council by RSA 149-M:17, II and 31:39, I (f). These regulations are intended to:

1. Prevent unauthorized entrance into and/or use of the Center;
2. Prohibit the disposal of illegal and/or unacceptable waste;
3. Control the disposal of authorized solid waste to facilitate compliance with operating standards, improve efficiency and productivity, require recycling and reuse of our resources, and maximize the life of the Center; and
4. Establish permit procedures.
5. The Crew Chief of the Center is authorized to promulgate additional regulations subject to the approval of the Town Council which may include, but are not limited to, the following subjects:
 - a) Separation of solid wastes and other materials;
 - b) Inspection procedures;
 - c) Hours of operation; and,
 - d) Establishing fees.

SECTION V **USE OF CENTER**

It is mandatory, that residents, who use the facility to drop off material, will separate all designated recyclable materials from the solid waste stream and dispose of them in the approved recycling containers. The reason for separation is to help control the costs associated with the disposal and management of solid waste by diverting as many recyclables from the solid waste stream as possible. The listing of acceptable materials will be available at the Recycling and Transfer Center, or online at www.hooksett.org under the Recycling and Transfer Department.

1. Permit Required.
 - a) Permits will be issued for all residents who use the facility if the vehicle is registered in Hooksett.
 - b) Permits will not be issued to residents who do not have a registered vehicle. Access will be granted with proof of residency in the way of a bill or license with Hooksett address.
 - c) Contractors working for Hooksett residences or businesses, must present letter documentation from property/business owners they are working for. Documentation must contain name, address, phone number, signature and current date for each trip to the CENTER. Charges and all rules will apply.
2. Removal of material: No material shall be removed from the Center without authorization.
3. Designated Areas: Solid Waste shall be disposed of only in the designated areas.
4. Unauthorized Entry: No person shall enter or attempt to enter the Center at times other than during the posted operating hours.
5. Acceptable Solid Waste

Solid waste which is allowed to be received at the Center includes refuse, recycling, construction debris and demolition waste, motor vehicle waste, yard waste, appliances, and scrap metal. Not all Commercial solid waste is acceptable, please call ahead for approval. User fees may apply. See website at www.hooksett.org or call facility at 603-669-5198.

 - a) Clean demolition, wood, sheetrock (kept separate), asphalt shingles (kept separate and free of trash)
 - b) Furniture
 - c) Metal items and appliances will be accepted. Appliances with freon will be kept separately
 - d) Yard Waste (grass clippings, garden waste, leaves and branches no larger than 3" in diameter) must be brought to the designated area (compost pile). Yard

waste brought in plastic bags must be emptied. No brush clearing will be accepted.

- e) Some household hazardous wastes may be brought to the facility. Residents need to contact the facility to determine if it can be accepted.

6. Unacceptable Solid Waste

Materials which will not be accepted at the Center shall include, but not be limited to, the following:

- a) Hazardous waste. Hazardous waste or material which the Town considers to be detrimental to the operation of the Center or which require special handling or disposal procedures.
- b) Other. Infectious, pathological and biological waste, radioactive materials, oil sludges, hazardous refuse of any kind, or other substances which are now or are hereafter considered harmful, inflammable, hazardous, or toxic, or which would pose a threat to health or safety, or which may cause damage to or adversely affect the operation of the Center.
- c) Tires on rims.
- d) Stumps, logs, and branches greater than three inches in diameter or three feet in length.

7. ENFORCEMENT

Use of Recycling and Transfer Facility

It is the intention of the Department to educate residents as to the value of recycling and the appropriate procedures for doing so. If, however, a resident, tenant or Hooksett Commercial Business violates any provision of this section it may result in the issuance of notices, warnings and possible loss of privileges at the facility.

SECTION VI **RECYCLING**

The policy of the Center is to promote and encourage recycling within the Town. The recycling program is intended to facilitate the reuse of resources, reduce operating costs through avoidance of tipping fee rates, and provide additional income to the Town (when applicable). Residents, who use the facility, will be required to recycle cardboard. Cardboard is easily accepted in an area clearly marked. The recycling of other materials is strongly encouraged.

SECTION VII **PERMIT PROCEDURES**

In General, Permits may be obtained during normal business hours at the Center, 210 West River Road, Hooksett, New Hampshire. All permits shall be nontransferable. Each vehicle intended for transport of solid waste to the Center must be permitted. Permits must be

prominently displayed on the window of the passenger side of the vehicle, which is bearing solid waste to be disposed of at the Center.

1. Residential.

- i. Any person applying for a permit must present a vehicle registration showing residence in the Town.
- ii. Permits are issued free of charge.

2. Commercial.

- i. Any commercial entity must call the office for permission to enter the premises and has proper identification of legal Hooksett address.
- ii. Permits will not be issued.
- iii. Hooksett commercial entities may use the facility only to bring in solid waste that is generated in Hooksett.

3. Revocation of Permit:

The Crew Chief may revoke the permit of any holder when a written finding is made that the holder of the permit or the holder's agent has violated any provisions of these regulations or any regulations promulgated hereunder. The Crew Chief will provide written notice of the revocation to the holder of the permit by certified mail. Any person with such notice of revocation may request a hearing before the Town Administrator within fifteen (15) days of the receipt of such notice. The Town Administrator will affirm, reverse, or modify the action of the Crew Chief. The revocation of the permit will be stayed during the pendency of the appeal.

SECTION VIII
VIOLATIONS AND PENALTIES

Any person or commercial entity violating any provision of this ordinance or any regulation adopted pursuant to this Ordinance shall:

1. Be subject to a civil penalty not to exceed \$3, 000 for each act constituting a violation of this Ordinance or the regulations adopted pursuant hereto;
2. Be subject to revocation of permission to use the Center;
3. Be liable for all costs incurred by the Town resulting from the violation and enforcement of this Ordinance, including attorney's fees; and,
4. Be liable for all costs of removal of solid waste improperly disposed of and all costs incurred by the Town resulting from the improper disposal of waste at the Center.

SECTION IX
FEES

The following disposal fees (user fees) are designed to defray some of the expense incurred by the Town in administering and operating the Center. The Town reserves the right to update these fees. Current Disposal Fees can be obtained by calling the office at 603-669-5198 or checking the website at www.hooksett.org, Recycling and Transfer Division page.

The following charges and restrictions are in effect as of 3/25/2020.

For Hooksett Residents

No mixed loads. Must be placed in proper location.

Construction/demolition debris - \$100.00 per ton/\$.05 per pound; \$2.00 minimum load (wood, insulation, bathroom fixtures, cabinets, siding, flooring, roofing , etc.) No asbestos or hazardous material will be accepted.

Vinyl Siding / plastic pipe must be kept separate and under 4' in length.

Asphalt Shingles must be kept separate and clean no wood, trash or metal.

Sheetrock must be kept separate.

Large plastic and fiberglass items must be cut up to be less than 4' x 4'.

Concrete – Bricks – Asphalt – etc. \$10.00 per pickup load.

Furniture - \$100.00 per ton (\$.05 per pound)

Twin/full mattresses \$3.00	Recliner \$5.00	Queen mattresses \$4.00
Stuffed chair \$4.00	Office chair \$2.00	Loveseat \$5.00
King mattresses \$5.00	Sleep sofa \$7.00	Sofa W/ recliners \$5.00
	Sofa \$6.00	per recliner

Carpet - \$100.00 per ton \$.05 per pound. (Must be cut into 3-4' square sections)

Metal - Units with FREON (refrigerators, freezers, A/C's, dehumidifiers)
\$11.00 per unit. DOORS MUST BE REMOVED

White goods - washers, dryers, dishwashers, stoves, hot water heaters, \$5.00 per unit. No charge other metal (oil, gas and antifreeze must be removed)

Electronics – Please refer to website or Center for current rate per pound.

Small computer drive \$2.00, personal printer \$2.00, 13"computer monitor \$5.00, laptop \$2.00, 17"computer monitor \$7.00, 19"TV \$9.00, 13"TV \$4.00, (Electronics to include: copy machines, fax machines.) All flat monitors less than 20" \$4.00. For TVs and monitors over 19" fee based per pound. Call facility for other electronic fees.

Propane Tanks - 20lb., \$4.00 each; 30lb, \$6.00; 100lb., \$20.00; 1 lb., no charge

Recycling - No charge.

Tires - No charge for the first four tires per year per Hooksett registered vehicle. Thereafter, a charge of \$2.00 for each tire. Must be off rims.

Yard Waste - No charge for leaves and grass.

No land clearing, no tree cutting. See attendant for list of place to go with larger loads, stumps, logs. INVASIVE PLANTS must be kept separate. SEE ATTENDANT. No stumps will be accepted

Any resident bringing material from outside Hooksett will have their permit revoked.

For Commercial Users

Construction/demolition debris - \$100.00 per ton/\$.05 per pound; \$2.00 minimum load. (wood, insulation, bathroom fixtures, cabinets, siding, flooring, roofing, etc.) No asbestos or hazardous material will be accepted.

Vinyl siding / plastic pipe must be kept separate and under 4' in length.

Asphalt Shingles must be kept separate and clean no wood, trash or metal.

Sheetrock must be kept separate.

Large plastic and fiberglass items must be cut up to be less than 4' x 4'.

Solid Waste/trash - \$100 per ton

Furniture - \$100.00 per ton \$.05 per pound. All solid wood furniture \$100.00 per ton.

Carpet - \$100.00 per ton \$.05 per pound. Must be cut into 3-4' square sections.

Metal - Units with FREON (refrigerators, freezers, A/C's, dehumidifiers)
20.00 per unit. DOORS MUST BE REMOVED

White goods - washers, dryers, dishwashers, stoves, hot water heaters, \$5.00 per unit (oil, gas and antifreeze must be removed)

Electronics - Please refer to website or Center for current rate per pound.

Florescent tubes - \$.25 per foot, compact lights \$1 Each, Ballast \$2 each

Propane Tanks - 20lb, \$4.00 each; 30lb, \$6.00; 100lb, \$20.00; 1 lb, no charge

Recycling - Cardboard No Charge; Paper/glass, \$45 per ton.

Tires - Not accepted from commercial

Yard Waste - \$15 per load (Based on 1 ton truck).

Hazardous materials are not accepted from commercial accounts.

No stumps will be accepted

Any businesses bringing materials from outside Hooksett will have their dumping privileges revoked.

Adopted: 6/11/1997
Amended: 3/10/2010
Amended: 10/8/2014
Amended: Town Council Meeting Date

James Sullivan
Town Council Chair

Todd Rainier
Town Clerk

FINAL DRAFT

**TOWN OF HOOKSETT
PUBLIC HEARING NOTICE**

The Hooksett Town Council will be holding a public hearing on Wednesday, May 13, 2020 @ 6:00pm at the Hooksett Town Hall – Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to discuss the proposed amendments to Recycling & Transfer Ordinance #00-31. This notice is per Chapter 231:132-a of the NH Revised Statutes annotated, and section 3.6 of the Hooksett Town Charter. The full text of the proposed ordinance amendment is available on the Town Clerk and Public Works Department web pages via www.hooksett.org for your inspection. Questions should be directed to the Hooksett Public Works Department at 603-668-8019.

Pursuant to Governor Sununu's Emergency Order #12 and #16, the Town will be conducting meetings remotely until further notice. The Public will only be able to participate via phone. The specific instructions are posted on the Town website, www.hooksett.org.

Town Council

STAFF REPORT



To: Town Council
Title: COVID-19 - Request to Town Council to Ease Requirements of Employee Earned Vacation Time Carry Over Limits through December 31, 2020 (tabled at 05/13/2020 Town Council Meeting)
Meeting: Town Council - 27 May 2020
Department: Administration
Staff Contact: Donna Fitzpatrick, Administrative Services Coordinator

BACKGROUND INFORMATION:

Town Administration is seeking the Town Council's approval to ease requirements of employee earned vacation time carry over limits through December 31, 2020 due to Federal, State and Local COVID-19 restrictions for non-union employees, union employees and contracted employees. With the unknown of COVID-19's impact on travel in the U.S. & abroad and the mandated restriction orders for social-distancing and gatherings, employees with planned vacation time or vacations to be planned prior to their max carry over are now faced with forfeiting this vacation time.

Town Administration recommends to provide as much flexibility to employees at this challenging time. We do not know on a case-by-case basis if time off is needed in the future (have not been able to take time off to refresh then COVID-19 hit) or if money is needed in the future (COVID-19 unemployment or other monetary results) or both is needed in the future of each household. We recommend the Town Council, due to COVID-19 orders, provide that employees exceeding their threshold of vacation time carry over through December 31, 2020 be allowed to:

- 1) carry over excess vacation time for 2020, but then must use that time by their respective vacation time carry over limit in 2021: (a) June 30, 2021 for non-union & Public Works Union, b) anniversary date in 2021 for Fire-Rescue Union or Police Union **OR**
- 2) buy out excess vacation time for 2020 on their respective vacation carry over in 2020: a) June 30, 2020 for non-union & Public Works Union, b) anniversary date in 2020 for Fire-Rescue Union or Police Union **OR**
- 3) do a combination of 1 (carry over) & 2 (buy out) above

Note: Those who wish to carry over excess vacation time and use prior to their carry over limit in 2021 must still obtain the approval of their department head for the specific dates for vacation leave based on the operations of the department.

Below is the current breakdown of the respective vacation hours max carry over that Town Administration is requesting be eased due to COVID-19:

Non-union employees: (vacation earned monthly - June 30th 100 hours max carry over or forfeited)

Town Personnel Plan - Vacation time accrued max carry over as of June 30th each year 100 hours. If accruals exceed the maximum caps, the accrual overages are forfeited.

Fire-Rescue union employees (vacation dumped on anniversary - end of anniversary 120 hours max carry over or buy out excess hours)

Town of Hooksett and Hooksett Permanent Firefighters Association, Local 3264, IAFF 07/01/2019-06/30/2020 & Town of Hooksett and Hooksett Permanent Firefighters Association, Local 3264, IAFF 07/01/2020-06/30/2023- When each employee reaches their anniversary date, they are allowed to carry over no more than 120 hours of vacation time earned.

Police union employees: (vacation dumped on anniversary - through 06/30/2020 CBA end of anniversary no carry over - forfeited, as of 07/01/2020 CBA end of anniversary 42.5 hours carry over)

Town of Hooksett, NH & NEPBA Local 46 0701/2017-06/30/2020 - Vacation accruals are by anniversary date and do not accrue from year to year. In the event that an employee's scheduled vacation is canceled by the Chief, for the good of the Department, the employee may request to have the canceled portion of the vacation carried over to the next fiscal year or to be paid for the canceled portion. The final determination of how canceled vacation will be treated will be made by the Police Chief or his/her designee and the needs of the Department.

Town of Hooksett, NH & NEPBA Local 46 0701/2020-06/30/2023 Vacation accruals are by anniversary date ~~*and do not accrue from year to year.~~ In the event that an employee's scheduled vacation is canceled by the Chief, for the good of the Department, the employee may request to have the canceled portion of the vacation carried over to the next fiscal year or to be paid for the canceled portion. The final determination of how canceled vacation will be treated will be made by the Police Chief or his/her designee and the needs of the Department.

*42.5 hours of vacation time may be carried over as of the employee's anniversary date of Town of Hooksett NH employment.

Public Works union employees: (vacation earned monthly - June 30th 240 hours max carry over (0-14 years employment) 320 hours max carry over (15 years+ employment) or forfeited)

Town of Hooksett NH and Teamsters Local 633 07/01/2019-06/30/2021

Town Administrator Contract (terms July 1st - June 30th - vacation dumped July 1st)

The Administrator may have no more than thirty (30) days of vacation leave at any given time; use it or lose it.

Fire Chief Contract (terms May 1st - April 30th - vacation dumped May 1st - no carry over as of April 30th - forfeited)

The employee will not receive any compensation for any unused vacation days.

FINANCIAL IMPACT:

Employee vacation time is budgeted, since the employee earns this time.

POLICY IMPLICATIONS:

Temporary easing of Town Personnel Plan, Union Contracts and Employee Contracts as a result of COVID-19 orders.

RECOMMENDATION:

Town Council, due to COVID-19 orders, provide that employees exceeding their threshold of vacation time carry over through December 31, 2020 be allowed to:

1) carry over excess vacation time for 2020, but then must use that time by their respective vacation time carry over limit in 2021: (a) June 30, 2021 for non-union & Public Works Union, b) anniversary date in 2021 for Fire-Rescue Union or Police Union **OR**

2) buy out excess vacation time for 2020 on their respective vacation carry over in 2020: a) June 30, 2020 for non-union & Public Works Union, b) anniversary date in 2020 for Fire-Rescue Union or Police Union **OR**

3) do a combination of 1 (carry over) & 2 (buy out) above

Note: Those who wish to carry over excess vacation time and use prior to their carry over limit in 2021 must still obtain the approval of their department head for the specific dates for vacation leave based on the operations of the department.

SUGGESTED MOTION:

Motion to Approve COVID-19 HOOKSETT ADMINISTRATIVE ORDER 2020-B Town Council, due to COVID-19 orders, provide that employees exceeding their threshold of vacation time carry over through December 31, 2020 be allowed to:

1) carry over excess vacation time for 2020, but then must use that time by their respective vacation time carry over limit in 2021: (a) June 30, 2021 for non-union & Public Works Union, b) anniversary date in 2021 for Fire-Rescue Union or Police Union **OR**

2) buy out excess vacation time for 2020 on their respective vacation carry over in 2020: a) June 30, 2020 for non-union & Public Works Union, b) anniversary date in 2020 for Fire-Rescue Union or Police Union **OR**

3) do a combination of 1 (carry over) & 2 (buy out) above

Note: Those who wish to carry over excess vacation time and use prior to their carry over limit in 2021 must still obtain the approval of their department head for the specific dates for vacation leave based on the operations of the department.

TOWN ADMINISTRATOR'S RECOMMENDATION:

COVID 19 has cause many operational disruptions to the function of municipal government. COVID 19 has caused many of Hooksett's municipal staff to change, if not, cancel their vacation plans. What staff proposes are options to allow employees to either carry over, buy out or a combination of both for Council's consideration.

Town Council

STAFF REPORT



To: Town Council
Title: Volunteer Appreciation (Tabled from 5/13/2020)
Meeting: Town Council - 27 May 2020
Department: Administration
Staff Contact: Nick Germain, Project Coordinator

BACKGROUND INFORMATION:

An Appreciation Dinner is regularly provided by the Town to celebrate the efforts of volunteers and elected officials who serve on town boards, committees, or other similar organs. In recent years, the dinners have been put on at the local Merrill-Follansbee Legion Post on a Friday in June. In the Spring, Administration staff make arrangements related to planning the event, such as reserving space, scheduling catering, and sending out invitations. Usually, Council's selected the exact date and made a final determination on what to do for the dinner. Since 2016, generally 30-45 people attend the dinners or stop in during the course of the evenings; a significant portion of attendees are elderly. Changes have been suggested periodically, but a Council hasn't taken any action in recent years. June is traditionally targeted as convenient given most current town board terms are set to expire on June 30th each year. Obviously, a significant difference in 2020 is the ongoing threat posed by the COVID-19 outbreak. The Governor's Executive Order #16, limiting public gatherings above 10 individuals, was recently extended to early May. Staff currently don't know if that order will be extended further. What's more, even if the order is allowed to expire, it's currently unknown how much longer a COVID-19 community health threat will persist after a tangible "peak" of infections is passed. Projections on how long the disease will remain a significant public threat vary significantly. Council should consider the subject carefully and advise staff of their wishes regarding this matter. It's estimated that it would take about a week to prepare invitations and send them out. Attendees and potential attendees have indicated receiving them as early as feasible would help them attend or make plans. Catering and reservation arrangements need to be made as far in advance as possible to guarantee presence.

POLICY IMPLICATIONS:

(updated)-Health of attendees may be a concern for events in the near future
 (updated)-Delays could have minor budget implications (Current Fiscal year ends June 30th)

(updated)-Possibly too late to give notice for a June, July, or August event due to typical summer plans

RECOMMENDATION:

Discuss the event

SUGGESTED MOTION:

n/a

TOWN ADMINISTRATOR'S RECOMMENDATION:

Discuss potential event options available to the Council

Town Council
STAFF REPORT



To: Town Council
Title: Sewer Commission Use of Town Owned Property to Locate a Portion of the Proposed Solar Array
Meeting: Town Council - 27 May 2020
Department: Administration
Staff Contact: Donna Fitzpatrick, Administrative Services Coordinator

BACKGROUND INFORMATION:

There is a request from the Sewer Commission to use Town owned property for a portion of the proposed solar array for the treatment plant (see attached 05/13/2020 Sewer Commission Letter). Land is located adjacent to the Merrimack River and north of the Industrial Park from Robert Zapora (see attached 1964 Town Warrant). See attached site map dated 05/01/2020 for additional details.

RECOMMENDATION:

Approve Sewer Commission use of Town property.

SUGGESTED MOTION:

Motion to approve the Sewer Commission to use Town owned property for a portion of the proposed solar array for the treatment plant for land located adjacent to the Merrimack River and north of the Industrial Park from Robert Zapora.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Listen to presenter to determine if Council approval is warranted for use of town land.

ATTACHMENTS:

[Town Land For Solar Array 5.19.2020](#)

[Hooksett WWTF - GM - 713.25 kW - SITE MAP - 20200501 SolarArray](#)



Hooksett Wastewater Treatment Facility

Board of Sewer Commissioners

1 Egawes Drive

Hooksett, NH 03106

(603) 485-7000

May 13, 2020

Hooksett Town Council
35 Main St.
Hooksett, NH 03106

RE: Use of Town owned property to locate a portion of the proposed solar array

Dear Council Members:

This letter is sent in response to a request, from Town Administrator Andre Garron, to allow the Sewer Commission to use Town owned property for a portion of the proposed solar array for the treatment plant.

Please be advised that over the years the Sewer Commission has acquired land around the Treatment plant for future expansion and improvements exclusively for the Wastewater Treatment facility. Even though it's Town owned property, the Sewer Commission believes they have authority to control the land on which we reside according to RSA 149-I. To the best of our knowledge, no part of the solar array will be placed on the original 3 acres the Town allocated for the Treatment plant in 1964. (see attached copy of warrant article).

Enclosed is a plan describing the solar array on those properties. Please note that negotiations between the Sewer Commission and the Solar Contractor (Revision Energy) have been ongoing for a number of months. The Sewer Commission is currently under contract with Revision Energy to begin construction on June 15, 2020.

If you have any further questions, please let us know.

Thank you for your prompt attention to this matter.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Sid Baines".

Sid Baines, Chairman

A handwritten signature in blue ink that reads "Frank R. Kotowski".

Frank Kotowski

Richard Bairam

1 Egawes Drive • Hooksett, New Hampshire 03106
Tel (603) 485-7000 or 485-4112 Fax (603) 485-4306
Email: hooksettsewer@comcast.net Website: www.hooksettsewer.com

1964

Town Warrant

TOWN WARRANT STATE OF NEW HAMPSHIRE

To the inhabitants of the Town of Hooksett in the County of Merrimack in said State, qualified to vote in Town affairs:

You are hereby notified to meet at the Hooksett Memorial School Auditorium, in said Hooksett on Tuesday, the ninth (9th) day of March, next at ten of the clock in the forenoon, to cast your ballots for Town Officers. Polls close at 6:30 P. M., action on remainder of warrant starts at 7:00 P. M.

1. To choose all necessary Town Officers for the year ensuing.
2. To vote on the question "Shall the Subdivision regulations as proposed by the Planning Board be adopted for this Town"? (On Town Ballot).
3. To see if the Town will vote to give a discount of two (2%) per cent on all taxes, except poll taxes, paid on or before the fifteenth (15th) day of July, and to grant the Selectmen authority to extend this date if unable to get tax rate from State Tax Commission as of July 1st.
4. To see if the Town will authorize the Selectmen to hire money in anticipation of 1965 taxes, to be repaid therefrom.
5. To hear the reports of the Selectmen, Town Treasurer, Agents, Auditors and Committees, or other officers heretofore chosen or appointed, and to pass any vote relating thereto.

6. To see if the Town will vote to raise and appropriate the sum of five hundred thirty-two dollars and eighty-three cents (\$532.83) the State to furnish three thousand five hundred fifty two dollars and seventeen cents (\$3,552.17), the same to be expended under the State Highway Department for Class V Town Road Assistance, or take any action thereto.

7. To see if the Town will vote to raise and appropriate two thousand (\$2,000.) dollars to purchase approximately three (3) acres of land adjacent to the Merrimack River and north of the Industrial Park from Robert Zapora. Said land is now under option to the Town for future use as a site for a Sewage Treatment Plant.

8. To see if the Town will vote to raise and appropriate a sum not to exceed eighteen thousand five hundred dollars (\$18,500.00) for the purchase of a new Class A 750 gallon per minute pumper for the Hooksett Village Fire Department. This sum to be borrowed on the credit of the Town and amortized over a period of six (6) years. Yearly payments to be withdrawn from the Capital Reserve Fund of the Town. (Inserted by Petition).

9. To see if the town will establish a town Conservation Commission as set forth in R.S.A. 36-A. (Inserted by Petition).

10. To see if the Town will vote to establish the position of a full time police officer. Said officer to be an adequately trained and experienced man to be appointed for a term and salary to be determined by the Chief of Police with the approval of the Board of Selectmen; and to raise and appropriate the sum of Six thousand (\$6,000.00) for this purpose for the year 1965.

11. To see if the Town will vote to authorize the Board of Selectmen to purchase and equip a Police Cruiser and to raise and appropriate the sum of Three thousand (\$3,000.00) Dollars, for this purpose.

12. To see if the Town will vote to amend its Ordinance relative to "New Streets and extending of Existing Streets" by rescinding Section 1-B of said Ordinance and substituting therefore a new Section 1-B as follows:

B. All new streets, or extensions of existing streets shall have a roadway thirty (30) feet in width, properly graded, with a base of 6" crushed gravel per State Specifications, Art. 221 and 12" gravel per State specifications Art. 210, and a wearing surface of 3" Type 1-1 hot asphaltic concrete plant mixed per State specifications Art. 250. Shoulders must be graveled to a depth of not less than 8".

to be paid in annual installments extending over a period not exceeding twenty years, and in such case their assessment so made shall create a lien upon the land on account of which it is made and the lien of each installment so assessed shall continue for one year from October first of the year such installment becomes due.

252:18 ASSESSMENT NOT REQUIRED. Nothing herein contained shall be construed to prevent any city from providing, by ordinance or otherwise, that the whole or a part of the expense of constructing, maintaining and repairing main drains or common sewers shall be paid by such city.

SEWER COMMISSIONS

252:19 ESTABLISHMENT; DUTIES. Any town or village district which adopts the provisions of this chapter may, at the time of such adoption or afterwards, vote to establish a board of sewer commissioners, consisting of three members, which board shall perform all the duties and possess all the powers in the town or district otherwise hereby conferred upon the selectmen.

252:20 ELECTION. At the annual town or district meeting when such board is established, there shall be chosen, by ballot and by major vote, three sewer commissioners, to hold office for three years, two years, and one year, respectively, and thereafter, at every annual meeting, one commissioner shall be so chosen to hold office for three years; provided, that such election shall be by plurality vote in towns or districts which, under existing laws, elect officers in that manner.

252:21 VACANCIES. Vacancies in the board, whether from failure to elect or otherwise, shall be filled in towns by the selectmen of the town, and in village districts by the commissioners of the district. Any member of the board so chosen to fill a vacancy shall hold office until the next annual meeting.

252:22 COMPENSATION. The compensation of such sewer commissioners shall be fixed in towns by the

selectmen, and in village districts by the commissioners of the district.

MISCELLANEOUS PROVISIONS

252:23 ENTERING WITHOUT PERMIT. Any person who digs or breaks up the ground in any street, highway, land or alley in any city, for the purpose of laying, altering, repairing or entering any main drain or common sewer therein, without permission from the mayor and aldermen, shall forfeit five dollars for each offense.

252:24 MALICIOUS INJURY; PENALTY. Any person who shall wantonly or maliciously injure any part of any sewer system or sewage disposal plant shall be fined not more than three hundred dollars, and be liable to pay treble damages to the owner thereof.

252:25 APPLICATION OF CHAPTER. The provisions of this chapter shall be in force in such town and village districts as may adopt the same; and the selectmen shall perform all the duties and possess all the powers in the town or the district, as the case may be, conferred by this chapter upon the mayor and aldermen, and the rights of all parties interested shall be settled in the same way.

1965

REVISED STATUTES ANNOTATED CHAPTER 252

SEWERS

252:4 CONSTRUCTION. The mayor and aldermen of any city may construct and maintain all main drains or common sewers which they adjudge necessary for the public convenience and health. Such drains and sewers shall be substantially constructed of brick, stone, cement or other material adapted to the purpose, and shall be the property of the city.

252:5 TAKING LAND. Whenever it is necessary to construct such main drains or common sewers across the land of any person the mayor and aldermen may lay out a sufficient quantity of such land for the purpose, and assess the owner's damages in the same manner as in the case of taking land for highways, and the owner shall have the same right of appeal, with the same procedure.

252:6 LEASES OF SEWAGE FACILITIES. The mayor and aldermen of any city may lease sewage facilities to or from any other city or town whenever they judge the same necessary for the public convenience and health.

252:7 INCONSISTENT CHARTER PROVISIONS REPEALED. The provisions of any city charter inconsistent with the provisions of this chapter are hereby repealed as to the extent of such inconsistency.

252:8 BY-LAWS AND ORDINANCES. In cities where the sewage is pumped or treated the mayor and aldermen may adopt such ordinances and by-laws relating to the system, pumping station, treatment plant or other appurtenant structure as are required for proper maintenance and operation. Any person wilfully violating such ordinances or by-laws shall be fined not more than ten dollars for each day of violation after written notice to desist has been given.

ASSESSMENT FOR SEWERS

252:9 LEVYING. The mayor and aldermen may assess upon the persons whose drains enter such main drains or common sewers, or whose lands receive special benefit therefrom in any way, their just share of the expense of constructing and maintaining the same.

252:10 SEWER RENTALS. For the defraying of the cost of construction payment of the interest on any debt incurred, management, maintenance, operation, and repair of newly constructed sewer systems, including newly constructed treatment and disposal works, the mayor and aldermen may establish a scale of rents to be called sewer rents, and to prescribe the manner in which and the time at which such rents are to be paid and to change such scale from time to time as may be deemed advisable. Such rents may be based upon either the metered consumption of water on premises connected with the sewer system, making due allowances for commercial use of water, the number and kind of plumbing fixtures connected with the sewer system or the number of persons served by said sewer system, or upon any other equitable basis.

252:11 SEWER FUNDS. The funds received from the collection of sewer rentals shall be kept as a separate and distinct fund and shall be known as the sewer fund. Any surplus in such fund may be used for the enlargement or replacement of the sewerage system or the sewage disposal works, but shall not be used for the extension of sewerage systems to serve unsewered areas or for any purpose other than those above specified.

252:12 LIEN FOR ASSESSMENTS OR RENTALS. All assessments under the provisions of sections 9 and 10 shall create a lien upon the lands on account of which they are made, which shall continue until one

year from October first following the assessment, and, in case an appeal has been taken and the assessment has been sustained in whole or in part upon such appeal, until the expiration of one year from such decision, whichever is later. Such assessments shall be subject to the interest and such other charges as are applicable to delinquent taxes.

252:13 COLLECTION OF ASSESSMENTS OR RENTALS. They shall be committed to the collector of taxes, with a warrant under the hands and seal of the mayor and aldermen requiring him to collect them; and he shall have the same rights and remedies and be subject to the same liabilities in relation thereto as in the collection of taxes.

252:14 ABATEMENT OF ASSESSMENTS. For good cause shown, the mayor and aldermen may abate any such assessment made by them or by their predecessors.

252:15 PETITION TO COURT. If they neglect or refuse to do so any person aggrieved may apply by petition to the superior court for relief at any time within ninety days after notice of the assessment, and not afterwards; and the court shall make such order thereon as justice may require.

252:16 CORRECTION OF ASSESSMENTS. If any error is made in any such assessment it may be corrected by the mayor and aldermen by making an abatement and a new assessment, or either, as the case may require; and the same lien, rights, liabilities and remedies shall attach to the new assessment as to the original.

252:17 ASSESSMENT INSTALLMENTS. The mayor and aldermen of any city may, in their direction, in making any assessment under this part, assess the same



CLIENT:
HOOKSETT WASTEWATER
TREATMENT PLANT

PROJECT ADDRESS:
1 EGAWES DRIVE,
HOOKSETT, NH

SYSTEM TYPE:
GROUND MOUNT
PHOTOVOLTAIC ARRAY

NOT FOR CONSTRUCTION

REV	BY	DATE	STATUS
000	SFC	11/02/2020	ISSUED FOR INTERCONNECTION
001	SFC	11/29/2020	ISSUED FOR PERMITTING
002	SFC	2/02/2020	UPDATED TO INCLUDE ARRAY FOOTPRINT
003	SFC	3/01/2020	UPDATED PERMIT PACK
004	SFC	3/02/2020	UPDATED FOR DISTRIBUTED INVERTERS, REUSED FOR INTERCONNECTION
005	SFC	3/02/2020	ISSUED FOR UPDATED PERMIT PACK - DEFERRED INVERTERS
006	SFC	5/10/2020	UPDATED LAYOUT BASED ON PROPERTY LINE

DESIGNED BY: SFC
PRINT SIZE: 24" x 36"
SCALE: 1" = 30'
DATE: MAY 1, 2020

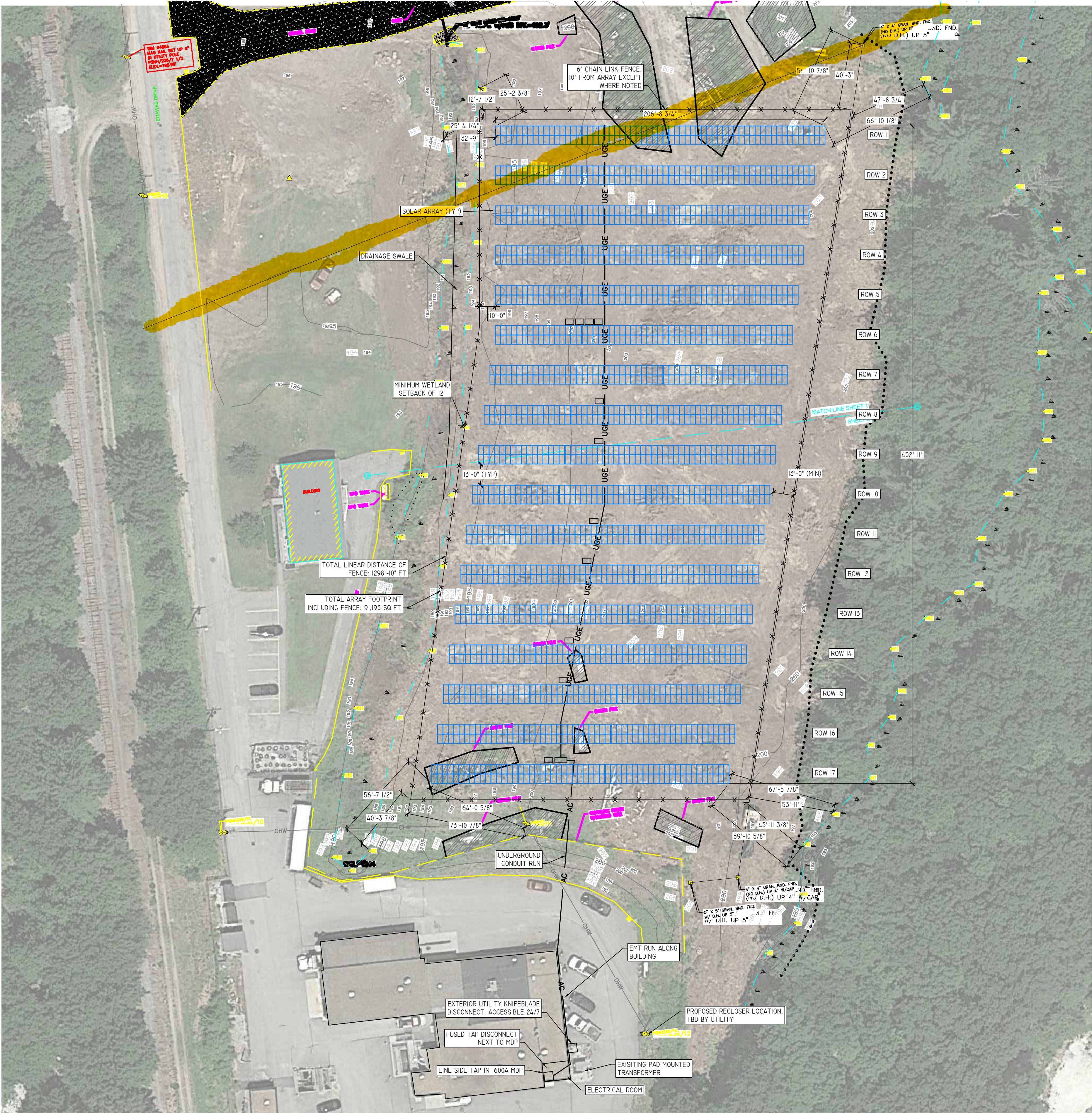
ELECTRICAL SITE
PLAN

E100

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THIS DIAGRAM IS PROVIDED AS A
SERVICE AND IS NOT TO BE
UNDERSTANDING OF THE INFORMATION
SUPPLIED. IT IS SUBJECT TO CHANGE
BASED ON ACTUAL CONDITIONS.
APPlicable EDITION OF THE NATIONAL
ELECTRIC CODE, AND A LOCAL
GOVERNMENTAL AUTHORITIES.

SYSTEM SUMMARY	
DC SYSTEM SIZE	713,250 kW DC
AC SYSTEM SIZE	570,000 kW AC
PROJECT TYPE	GROUND MOUNT
TILT / AZIMUTH	30° / 180°

EQUIPMENT SUMMARY		
ITEM	DESCRIPTION	QTY
MODULE	REC 375TP2SM 72 (375W)	1902
INVERTER 1	CPS SCA50TKL-DO/US-480	3
INVERTER 2	CPS SCA60TKL-DO/US-480	7
DAS	LOCUS	1



Town Council
STAFF REPORT



To: Town Council
Title: Town Council to accept the \$37,000.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b III (a); grant funds to update the EOC Security System at the Hooksett Safety Center.
Meeting: Town Council - 27 May 2020
Department: Fire and Rescue
Staff Contact: James Burkush, Chief of Hooksett Fire&Rescue

BACKGROUND INFORMATION:

The EOC Security System at the Safety Center is failing and needs to be replaced. This system will integrate with the security system currently operating at the Police Department.

FINANCIAL IMPACT:

EMPG match requirement fulfilled by renovations at Police Department. No Town funds required for the EOC.

POLICY IMPLICATIONS:

Due to connectivity requirements, may be sole source.

RECOMMENDATION:

Close public hearing and vote same night.

SUGGESTED MOTION:

- 1) Motion to waive Town Council Rules of Procedure and vote same night as public hearing
- 2) Motion to accept the \$37,000.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b III (a); grant funds to update the EOC Security System at the Hooksett Safety Center.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council

STAFF REPORT



To: James Burkush, Fire Chief

Title: Town Council to accept the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, CFDA# 16.034, Grant awarded in the amount of approximately \$58,736.00 to the Town of Hooksett for the Hooksett Fire-Rescue Department's Operating Budget and the Ambulance Fund under RSA 31:95-b III (a); grant funds to be utilized in response to the COVID-19 crisis for staffing and PPE/sanitation equipment.

Meeting: Town Council - 27 May 2020

Department: Fire and Rescue

Staff Contact: Regina Howard, Administrative Assistant

BACKGROUND INFORMATION:

Town Council to accept the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, CFDA# 16.034, Grant awarded in the amount of approximately \$58,736.00 to the Town of Hooksett for the Hooksett Fire-Rescue Department's Operating Budget and the Ambulance Fund under RSA 31:95-b III (a); grant funds to be utilized in response to the COVID-19 crisis for staffing and PPE/sanitation equipment.

DOJ adjusted initial \$60,269.29 to \$58,736.00; because amount lower public hearing does not need to be reposted.

FINANCIAL IMPACT:

No Town funds required.

RECOMMENDATION:

Close public hearing and vote same night to accept

SUGGESTED MOTION:

- Motion to waive Town Council rules of procedure and vote same night as public hearing.
- Motion to accept the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program, CFDA# 16.034, Grant awarded in the amount of approximately \$58,736.00 to the Town of Hooksett for the Hooksett Fire-Rescue Department's Operating Budget and the Ambulance Fund under RSA 31:95-b III (a); grant funds to be utilized in response to the COVID-19 crisis for staffing and PPE/sanitation equipment.
- Motion to have the Council Chair sign the Certificate of Authority for the Town Administrator to sign the contract

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council

STAFF REPORT



To: Town Council
Title: Town Council to accept the NH Governor's Office for Emergency Relief and Recovery (GOFERR) not to exceed \$346,080.00 for COVID-19 expenditures under RSA 31:95-b III (a).
Meeting: Town Council - 27 May 2020
Department: Finance
Staff Contact: Christine Soucie, Finance Director

BACKGROUND INFORMATION:

The Governor has authorized the allocation and expenditure of \$32 million to municipalities, to cover eligible COVID-19-related expenses incurred from March 1, 2020 to August 31, 2020. Hooksett's share is \$346,080.00.

Local governments will only be reimbursed for COVID-19-related expenses actually incurred. Some allowable expenses:

- Increased Welfare costs – food, shelter, utilities
- Interest on Tax Anticipation Notes (TANs) or other short-term borrowing
- New Telework costs for remote municipal operations – computers, software, networking
- Increased Election costs (if not covered by other federal funding)
- Wages and benefits required by the Families First Coronavirus Response Act for non-first responders
- Childcare costs for first responders and essential employees due to school closures
- Increased unemployment costs for municipalities that self-fund not otherwise covered
- Legal fees associated with new federal requirements and state emergency orders
- Municipal building modifications, cleaning/disinfecting need for social distancing and public safety
- Facility signage (park/beach closure)
- Credit card fees (waiving fees paid by cardholders due to disallowing in person payment by other means)
- Facilitate distance learning, including technological improvements, in connection with school closing to enable compliance with COVID-19 precautions.

Not allowable

- Shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute are not allowable.
- Revenue replacement is not a permissible use of Fund payments.

As a condition of this grant, all other available source of COVID-19 relief funds must be exhausted.

FINANCIAL IMPACT:

The Town of Hooksett is relying on these funds to cover cost related to COVID-19 expenses that were not budgeted, so that the Town can continue to provide necessary services to residents.

RECOMMENDATION:

Close public hearing. Recommend accepting GOFERR grant and giving the Town Administrator the authority to sign the grant.

SUGGESTED MOTION:

Motion to waive the Town Council's Rules and Procedures and to accept the NH Governor's Office for Emergency Relief and Recovery (GOFERR) not to exceed \$346,080.00 for COVID-19 expenditures under RSA 31:95-b III (a) and to name Andre Garron, Town Administrator the as the designated signing authority for said grant.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur. In order to access the funds allocated to Hooksett, in the amount of \$346, 080 from the State, Council needs to authorize the town Administrator to sign the agreement. The agreement needs to be returned to the State prior to June 1, 2020.

Town Council

STAFF REPORT

To: Janet Bouchard - Police Chief

Title: The purchase and programming of 40 portable radios and programming laptop that will replace the police departments current portable radios that are between 10-15 years old. Total cost of \$96,958.91 to come from the Emergency Radio Communication Capital Reserve Fund.

Meeting: Town Council - 27 May 2020

Department: Police Department

Staff Contact: Janet Bouchard, Police Chief

BACKGROUND INFORMATION:

In order to keep up with our current radio replacement and upgrade program, we need to replace our current portable radios. They are currently Motorola XTS5000's which are over 15 years old and Motorola APX7000's which are over 10 years old. Motorola radios have a 10-year shelf life and our current radio software and hardware is no longer supported by the manufacturer. Some replacement parts are no longer available. The department currently has 42 portable radios and we are looking to purchase 40 new radios. Three separate radios were tested and considered as replacements (details are in the attached memo). Purchasing these radios from the Capital Reserve Fund falls in line with what these funds are intended for. Along with the purchase of the radios, we are seeking funds to have the radios initially set up and then to also purchase a Laptop that will allow the dispatch supervisor to continuously update and program the radios as necessary. The cost of the radios includes carrying cases, 2 bank chargers, and 5 spare batteries. Three radios were tested for three different prices. All prices are State Bids, therefore 3 quotes are not required.

FINANCIAL IMPACT:

\$96,958.91 out of the Emergency Radio Communication Capital Reserve Fund.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Motion to approve the police department to expend \$93,742.50 to Motorola for the purchase of 40 portable radios plus accessories; \$1,275.00 to Ossipee Mountain Electronics for programming and training for future programming; and \$1,941.41 to Block 5 for a programming laptop for a total of \$96,958.91.

SUGGESTED MOTION:

Motion to approve the police department to expend \$93,742.50 to Motorola for the purchase of 40 portable radios plus accessories; \$1,275.00 to Ossipee Mountain Electronics for programming and training for future programming; and \$1,941.41 to Block 5 for a programming laptop for a total of \$96,958.91.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur. Part of a planned replacement schedule.

ATTACHMENTS:

[20200507143959462](#)

[20200507143945485](#)



Richard A. Belanger
 Dispatch Supervisor/Fleet Manager
 Hooksett Police Department
 15 Legends Drive
 Hooksett, NH 03106
 Office (603)624-1560 x327
 Cell (603)361-5548

DATE: 3/2/2020

DESCRIPTION	MODEL	QTY.	LIST	DCST	D. EXT.	D. TOTAL
APX 4000 VHF						
APX 4000 VHF MHz MODEL 2 PORTABLE	H51KDF9PW6 N	40	\$ 1,963.00	30%	\$ 1,374.10	\$ 54,964.00
ADD: TWO KNOB CONFIGURATION	QA04855	40	\$ -	30%	\$ -	\$ -
ENH: SOFTWARE P25 CONVENTIONAL	Q811	40	\$ 650.00	30%	\$ 455.00	\$ 18,200.00
ADD: 3 YEAR SERVICE FROM THE START UTE	H8858K	40	\$ 90.00	0%	\$ 90.00	\$ 3,600.00
PLUS RSM NC IPS4 THRD 3.5MM JACK RX	PMMN4084A	40	\$ 95.00	30%	\$ 66.50	\$ 2,660.00
ENH: MULTIKEY	H869	40	\$ 330.00	30%	\$ 231.00	\$ 9,240.00
APX2000/4000 TWO-KNOB,SWIVEL,LEATHER CARRY CASE	PMIN7182A	40	\$ 66.00	30%	\$ 46.20	\$ 1,848.00
CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	PMIPN4174A	40	\$ 76.00	30%	\$ 53.20	\$ 2,128.00
ACCESSORY,ACCESSORY,CHARGER,IMPRES MUC - US/NA PLUG	WPLN4212B	2	\$ 495.00	30%	\$ 346.50	\$ 693.00
BATT IMP STD LITON 1900M 2000T	NNTN81286R	5	\$ 117.00	30%	\$ 81.90	\$ 409.50
					TOTAL	\$ 93,742.50

ORDERING

PLEASE CONTACT

Scott Cruikshank
 scott.cruikshank@motorolasolutions.com

DELIVERY

15-30 DAYS

NASPO Valuepoint Contract Pricing



Quote

Quote Number: 919

Payment Terms:
Expiration Date: 04/03/2020

Quote Prepared For

Rick Belanger
Town of Hooksett PD
15 Legends Drive
Hooksett, NH 03106
United States
Phone: 603-624-1560
rbelanger@hooksettpolice.org

Quote Prepared By

Jason Cohen
Block 5 Technologies
25 Nashua Road, Unit E1
Londonderry, NH 03053
United States
Phone: 603-505-4414
Fax:
jcohen@block5.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
One-Time Items					
1)	1	HP 15.6" Elite Series Laptop	\$1,941.41	\$1,941.41	\$1,941.41
		HP 15.6" Elite Laptop w/ Windows 10 Pro, Quad-Core Intel Core i7, 16GB RAM, 512GB SSD, 3-Year Warranty			
One-Time Total					\$1,941.41
Subtotal					\$1,941.41
Total Taxes					\$0.00
Total					\$1,941.41

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



Quote QTE011895
Date 3/2/2020
Page 1 of 1

Bill To
Hooksett Police Dept 15 Legends Dr. Hooksett, NH 03106

Ship To
Hooksett Police Dept. Attn: Chief Janet Bouchard 15 Legends Dr. Hooksett, NH 03106

Customer No.	Salesperson	Shipping Method	Payment Terms
H00460	Brian Vastine		Net 30

Item	Quantity	Item Number	Description	Unit Price	Ext Price
1	1.00	PROGRAMMING	Programming - (40) APX4000 portables - Standard	915.00	915.00
2	1.00	PROGTRAINING	Training - CPS Training (3 Hrs)	360.00	360.00
Quoted By: _____ Accepted By: _____ Date: _____ PRICE QUOTE GOOD FOR 30 DAYS DELIVERY: 30 DAYS ARO TERMS: NET 30 DAYS FO8				Subtotal Additional Discount Freight Total	1,275.00 0.00 0.00 1,275.00

Ossipee Mountain Electronics, Inc. PO Box 950 832 Whittier Highway Moultonboro, NH 03254
 TEL: (603) 476-5581 Toll Free: (800) 639-5081 Fax: (603) 476-5587
 www.omesbs.com



Hooksett Police Department
15 Legends Drive
Hooksett, NH 03106

Memo

M E M O R A N D U M

TO: Chief J. Bouchard
FROM: Dispatch Supervisor R Belanger
DATE: March 2, 2020
RE: Portable Radio Replacement

Chief Bouchard,

To keep up with our current radio replacement and upgrade program, it is time to replace our current batch of portable radios which are a mixed batch of Motorola XTS5000 and Motorola APX7000. Most of the XTS5000 radios are over 15 years old, and the APX7000 are over 10 years old.

The Motorola radios only have a 10-year shelf life. What this means is that after 10 years Motorola no longer supports software or hardware and some parts are no longer available.

The department currently has 42 Portable radios. Some of the XTS5000 are being used as parts radios as they are no longer in working condition. I currently have 1 APX7000 radio that needs repair. The issue with this radio would need to be sent to Motorola for repair. I am not sure if the parts are available for this radio due to its age.

Our current radio infrastructure is all Motorola Based. It is composed of Hardware and Software which is mostly proprietary to Motorola.

I tested the following Radio's to be considered for replacement of our current portable radios. They are,

- 1) Kenwood VP6000 series, cost per radio \$3,522.30
- 2) Motorola APX4000 series, cost per radio \$1,963.00
- 3) Motorola APX6000 series, cost per radio \$4,024.99

Upon completion of testing the radios, I made the following determination. The Kenwood radio was good working radio. One issue we had with the radio was when turning it off and then back on right away it took a while for the radio to turn back on. This caused a delay for the officer to receive radio transmissions. The other issue is that not all the functions are compatible with the Motorola infrastructure we have.

The next radio that was tested was the Motorola APX4000 radio. This radio worked with no issues. It also has all the functions that we currently use and would have no issues programming the radios to work as our current radios do.

The last radio tested was the Motorola APX6000. This radio worked just as good as the APX4000. The only difference between the 2 radios is the APX6000 has a great deal of more options and capabilities that we have never used and currently wouldn't use unless we were to do a complete overhaul of our radio system. (Basically, the APX6000 has a ton of bells and whistles that we would never use and is more costly)

It is my recommendation that we move forward to try and get approval to expend a total of \$93,742.50 to Motorola for the Radios, \$1,275.00 to Ossipee Mountain Electronics for programming, training and instructions on how to program and use the radios, and also \$1,941.41 to Block 5 for an HP 15.6" Elite Series laptop w/ windows 10 Pro, Quad-Core Intel Core i7, 16GB of RAM, 512GB with a SSD and a 3 year warranty. This computer will have the software and hardware to allow me to program all our Portable and Mobile Radios in house. I request a total amount of \$96,958.91 to come from the Capital Reserve Fund for Radio Upgrade and Replacement.

The above cost also includes carrying cases, 2 bank chargers and 5 spare radio batteries.


Richard A. Belanger
Dispatch Supervisor
Fleet Manager

Town Council **STAFF REPORT**



To: Town Council
Title: Vision Software Upgrade
Meeting: Town Council - 27 May 2020
Department: Assessing
Staff Contact: Jon Duhamel, Town Assessor

BACKGROUND INFORMATION:

Vision Government Solutions will no longer be supporting V6.5(our current CAMA version), so we need to Upgrade to V8.0 as soon as possible. They have contacted all municipalities that use their software and have a few slots in June. Vision is our CAMA (Computer Assisted Mass Appraisal) system. It is the database we use to maintain assessing values on all properties in the community. Without the software, we would have to manually calculate all assessed values in Town, which would obviously take much more time and leads to more possibility of human error.

There is no competitive bid process as VGSI is the only creator of this software.

FINANCIAL IMPACT:

The cost is \$31,200; Funds to come from surplus-health insurance.

RECOMMENDATION:

I recommend we upgrade in June 2020 to keep our assessing function operating smoothly. The company (Vision) has available slots in June 2020.

SUGGESTED MOTION:

- 1) Motion to waive competitive bid process
- 2) Motion to approve \$31,200 contract with Vision Government Solution to upgrade the CAMA software to V8 in June 2020 and have the Town Administrator sign the contract.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur. Current Vision program will not be support and therefore seeking upgrade to Vision 8 to maintain current system.

ATTACHMENTS:

[Hooksett, NH V8 SOW](#)



Upgrade Schedule

This upgrade schedule (this "Upgrade Schedule") is issued pursuant to the terms of the Software Maintenance Agreement between Vision Government Solutions, Inc., formerly Vision Appraisal Technology, Inc., a Massachusetts corporation ("Vision") and the Customer named below (the "Software Maintenance Agreement"). Vision and Customer are each a "Party" and collectively the "Parties" to this Upgrade Schedule.

1. Upgrade. In consideration for the payment of the amounts set forth in Section 2 below, Vision is providing Customer with Version 8 of Appraisal Vision® (the "Installed Software"), which is a state-of-the-art CAMA system that was designed to help customers achieve greater efficiency, drive to more accurate valuation and work how they want to work (the "Upgrade").

2. Fees. For the Upgrade, Customer shall pay Vision the amounts set forth below by the dates indicated:

Date	Amount
50% due at signing	\$15,600
50% due at installation	\$15,600

3. License. In accordance with the terms of the Software Maintenance Agreement, the Upgrade shall be deemed licensed pursuant to, and shall be subject to, the License under which the Installed Software is licensed.

4. Scheduling. Customer has been scheduled for upgrade in the slot starting on February 20, 2020, YEAR and ending on March 5, 2020 (the "Installation Date"). In recognition of the tremendous demand for Vision 8 and the need to provide scheduling certainty for our valued communities, there is a \$1,500 penalty for moving slots without 60 days prior written notice to Vision.

5. Installation of the Upgrade.

a. Cloud Installation

If Customer elects for cloud hosting by signing the "Cloud Services Schedule," Vision shall install the Upgrade on Vision's Cloud servers, which provide tremendous flexibility, security, cost savings, and convenience.

b. Non-Cloud Installation

If Customer does not opt for cloud hosting, Customer is responsible for providing adequate hardware for Vision to install the Upgrade. The hardware requirements for install have been provided to Customer in the document entitled "Vision 8 Hardware and Software Requirements." If Customer does not provide adequate hardware for a successful on-premise Installation by the time of the Installation Date, Vision will install the Upgrade on Vision's Cloud servers and Customer will be responsible for paying for the first six months of cloud hosting services at a cost of \$2,500.

6. Capitalized Terms. All capitalized terms used in this Upgrade Schedule and not defined herein shall have the meaning set forth in the Software Maintenance Agreement.



IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer: Town of Hooksett, NH

Vision Government Solutions, Inc.:

Signature:

Signature:

By:

By:

Its:

Its:

Date:

Date:

Optional Items to be Converted

Static Database(s) to convert	5
PDF of Property Record Cards	5 Databases Included
Custom Extracts	State Mosaic
Custom Imports	None
Custom Report WRP file to RDL	Automatic converter tool, realizing not all reports will convert
Training	3 Hour WebEx training session & 1 Day on-site

** The Warren Extract has been subsidized by the Warren Group. For use of that extract outside of sharing data with the Warren Group, please contact the Warren Group.*

Town Council STAFF REPORT



To: Town Council
Title: DPW / Recycling and Transfer Division Truck Tractor Purchase
Meeting: Town Council - 27 May 2020
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

Earlier this year, a warrant article was drafted to purchase a replacement Truck Tractor to haul the trash generated in the Town of Hooksett to approved sites. The article requested the purchase of a replacement Truck Tractor at a cost of up to \$150,000. The article was approved by the voters at the March 10th election. The current Truck Tractor is approximately 19 years old with approximately 200,000 miles. Its condition is deteriorating and is pending failure in the near future (frame issues), maintenance records are provided. As authorized by the Towns Purchasing Policy, Article 5.3.3 Special Exceptions: ***"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"***. The awarded NH State vendor offers a vehicle that meets or exceeds our requirements. The state vendor also offered the best trade allowance for our currently assigned Truck Tractor. Purchase price with trade of the existing Truck Tractor is \$106,345.00.

FINANCIAL IMPACT:

None, \$106,345.00 to come from the Solid Waste Disposal Special Revenue Fund.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Approve and consent the purchase of a Truck Tractor from Liberty International Trucks of New Hampshire for \$106,345.00 (including the trade in of the existing Truck Tractor), funds to come from the Solid Waste Disposal Special Revenue Fund.

SUGGESTED MOTION:

Motion to approve and consent the purchase of a Truck Tractor from Liberty International Trucks of New Hampshire for \$106,345.00 (including the trade in of the existing Truck Tractor), funds to come from the Solid Waste Disposal Special Revenue Fund.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur. Part of a planned replacement schedule.

ATTACHMENTS:

[article 5.3.3 Purchases Special Exception](#)

[Article 8 Town Election](#)
[Truck Tractor Specs](#)

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; 13 written documentation supporting the sole source may be required by the Town Administrator.

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. See Exhibit F for a list of approved Cooperative Purchasing Programs.

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.

SAMPLE BALLOT

ZONING AMENDMENTS CONTINUED

Amendment No. 3

Are you in favor of Zoning Amendment #3, as proposed by the Hooksett Planning Board, to rezone Tax Map 43 Lot 24-1 from Commercial to Medium Density Residential?

The purpose of the proposed rezoning is to maintain the residential character of Joanne Drive and adjacent neighborhoods.

1462

YES

NO

340

TOWN ARTICLES

Article 3

To see if the town will vote to raise and appropriate the sum of \$30,000.00 for the purpose of developing an Asset Management Program for the Wastewater Public Facilities that will qualify the Town for federal and state funds (the "Project"); to authorize the issuance of not more than \$30,000.00 of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA 33); to authorize the Town Council to determine the date, maturities, interest rate, and other details of such bonds or notes; and to authorize the Town Council to apply for, obtain, and accept federal, state, or other aid for the Project, including the Clean Water State Revolving Fund program, which may provide principal forgiveness in the amount of up to \$30,000.00 at no cost to rate payers and tax payers. (3/5 ballot vote required) Recommended by the Town Council (7 Yes - 0 No), Recommended by Budget Committee (10 Yes - 0 No).

1497

YES

NO

378

Article 4

Shall the town adopt the provisions of RSA 72:61 through RSA 72:64 inclusively, which provide for an optional property tax exemption from the property's assessed value, for property tax purposes, for persons owning real property, which is equipped with solar energy systems intended for use at the immediate site. Such property tax exemption shall be in the amount equal to 100% of the assessed value of qualifying solar energy system equipment under these statutes, not to exceed \$30,000. (Majority vote required)

942

YES

NO

890

Article 5

Shall the town raise and appropriate as an operating budget, not including appropriations by special warrant articles, the amounts set forth on the budget posted with the warrant, for the purposes set forth therein, and other appropriations voted separately totaling \$19,938,594.00? Should this article be defeated, the operating budget shall be \$19,831,427.00, which is the same as last year, with certain adjustments required by previous action of the Town meeting, or by law or the Town Council may hold one special meeting, to take up the issue of a revised operating budget only. Estimated tax rate impact \$5.51. Recommended by Town Council (7 Yes - 1 No), Recommended by Budget Committee (5 Yes - 1 No).

1047

YES

NO

809

Article 6

To see if the town will vote to raise and appropriate the sum of \$250,000.00 to be added to the Fire Apparatus Capital Reserve Fund previously established. Estimated tax rate impact is \$0.12. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 1 No).

1335

YES

NO

554

Article 7

To see if the town will vote to raise and appropriate the sum of \$200,000.00 to be added to the Public Works' Vehicles Capital Reserve Fund previously established. Estimated tax rate impact is \$0.10. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (8 Yes - 2 No).

1097

YES

NO

751

Article 8

To see if the town will vote to raise and appropriate the sum of \$150,000.00 to purchase a Truck Tractor to haul trash for the Recycling and Transfer Division of Public Works with said funds to come from the Solid Waste Disposal Special Revenue Fund. No amount to be raised from general taxation. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (10 Yes - 0 No).

1504

YES

NO

389

Article 9

To see if the town will vote to raise and appropriate the sum of \$115,000.00 to purchase and install a salt storage facility for the Highway Division of Public Works. Estimated tax rate impact \$0.06. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 1 No).

1279

YES

NO

382

Article 10

To see if the town will vote to approve the cost items included in the collective bargaining agreement reached between the Hooksett Town Council and the Hooksett Permanent Firefighters Association Local 3264, IAFF which calls for the following increases in salaries and benefits at the current staffing level:

Estimated increase over prior year

Fiscal Year	Salaries	Benefits	Estimated Increase
2020-21	\$127,297.00	(\$ 16,046.00)	\$111,251.00
2021-22	\$ 74,520.00	\$ 27,594.00	\$102,114.00
2022-23	\$ 77,601.00	\$ 28,736.00	\$106,337.00

and further to raise and appropriate \$111,251.00 for the current fiscal year; of this amount \$14,985.00 is authorized to be withdrawn from the Ambulance Revenue Fund, and the balance of \$96,266.00 to be raised from general taxation. Such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. Estimated tax rate impact is \$0.05. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (6 Yes - 4 No).

1171

YES

NO

699

GO TO NEXT BALLOT AND CONTINUE VOTING

Page 70 of 268



HV613 SBA

Sales Proposal For:

TOWN OF HOOKSETT

Presented By:

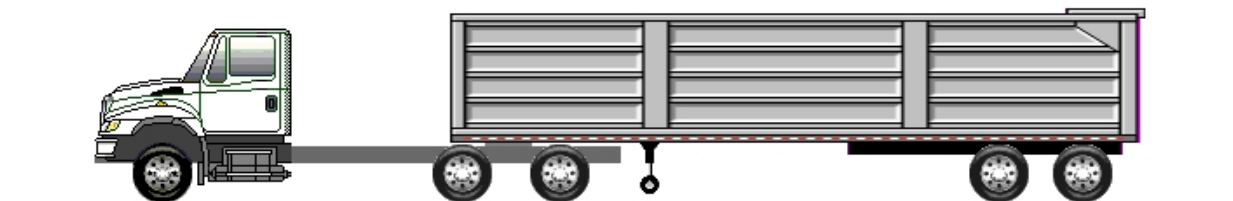
LIBERTY INT'L TRKS OF NH

INTERNATIONAL®

May 01, 2020

Prepared For:
TOWN OF HOOSISETT
Mayor David
Hossett
Hossett, NH 03101
03102

Presented By:
LIBERTY TRUCKS OF NH
Joe C. R.
100 S. WILLOW STREET
MANCHESTER NH 03101
03102



Model Profile
2020 HV613 SBA (HV613)

AXLE CONFIG: 4X2
MISSION: R¹ GCWR: 11,000 C¹ GCWR: 11,000 C¹ GVWR: 11,000
DIMENSION: W¹: 100, CA: 120, A¹ Fr¹: 100
ENGINE, DIESEL: 6-cyl, 240 HP @ 1,800 RPM, 1,800 T¹: 1,800 RPM, 2100 RPM G¹: 2100, P¹: 2100 HP
TRANSMISSION, AUTOMATIC: A¹ RDS¹ G¹ C¹, S¹ D¹ O¹, PTO P¹, L¹ R¹, I¹ O¹ S¹, O¹ H¹, T¹ S¹ R¹
CLUTCH: O¹ C¹ C¹
AXLE, FRONT NON-DRIVING: M¹ MFS¹ A¹ W¹ T¹, I¹ T¹, 1, C¹
AXLE, REAR, TANDEM: M¹ RT¹ E¹ S¹ R¹, S¹ W¹, C¹, D¹ L¹ D¹ F¹ R¹ R¹ R¹ A¹, 2, W¹ E¹ G¹ R¹: 1, C¹ D¹ C¹
CAB: 2011R2 L¹ R¹ H¹ HSC C¹ CONTINENTAL 2 r¹, 60 MPH, A¹ P¹
TIRE, FRONT: 2011R2 L¹ R¹ H¹ HDR2 C¹ CONTINENTAL 2 r¹, 60 MPH, D¹
TIRE, REAR: 2011R2 L¹ R¹ H¹ HDR2 C¹ CONTINENTAL 2 r¹, 60 MPH, D¹
SUSPENSION, REAR, AIR, TANDEM: H¹ HAS¹ C¹, 1" A¹ S¹, 1" R¹ H¹, S¹ A¹, M¹ I¹
:
:
PAINT: C¹ 1WN

INTERNATIONAL®

May 01, 2020

L 1: 21, W r W S d
C N/A

INTERNATIONAL®

Vehicle Specifications

2020 HV613 SBA (HV613)

May 01, 2020

Code	Description
0002	DRAIN VALVE (Brakes and Parking Control, Air Tank)
0000	SPECIAL RATING, GAWR Proved Rear Tractor Brakes Ratchet Engaged After Release of 2nd, 3rd, 4th or 5th Gear, or 2nd, 3rd, 4th or 5th Gear Trid
0AAU	PARA BRAKE CHAMBERS, ADDITIONAL (2nd Brake and Steering Brakes Traction Control System)
0A00	AIR BRAKE ABS (Brake and Anti-Lock Brakes System) C (Control) S (Steering) M (Modulation) E (Electronic) S (System) P (Pressure), or A (Air) T (Tank) C (Control)
0EBT	AIR DRYER (Brake and ADIP and Hoses)
0EXU	BRAKE CHAMBERS, REAR AXLE (Brake and Electric Steering System Brakes)
0EXV	BRAKE CHAMBERS, FRONT AXLE (Brake and 2nd S)
0NDH	BRAKES, REAR, AIR CAM S (Cam 1 1/2" or 2" ID) L (Line) S (Steering) Brakes C (Control) or S (Steering) A (Air) P (Pressure) Brakes
0SPM	AIR COMPRESSOR (Brake and BA 21 Hood Under 1 1/2 CFM)
0VED	AIR DRYER LOCATION Mounted Inside Rear Room, or B (Brake) C (Control)
0V00	AIR TANK LOCATION (2nd Mounted Under Brakes or B, Or Mounted Rear Room, Brakes or C, P (Pressure) or R (Ratchet)
0WBX	DUST SHIELDS, FRONT BRAKE Air C Brakes
0WDM	DUST SHIELDS, REAR BRAKE Air C Brakes
0WRJ	AIR COMPRESSOR DISCHARGE LINE 1/2" ID or 3/4" ID Tank Head, or S (Steering) S (Steering) Brakes Air Dryer
0010	STEERING COLUMN T (Tank) and T (Tank)
0CAW	STEERING WHEEL (Steering 1" D, B)
0PSA	STEERING GEAR (Steering M1 P)
0DGU	DRIVELINE SYSTEM (Drive System SPL2 M Drive or SPL1 L Drive System, or)
0BEU	AFTERTREATMENT COVER A
0B0S	EXHAUST SYSTEM S (Steering), H (Hoses) A (Air) D (Drive), Fr (Frame) M (Modulation) R (Ratchet) S (Steering) U (Under) C (Control), or S (Steering) V (Vent) T (Tank) P (Pressure), Fr (Frame) M (Modulation) R (Ratchet) S (Steering) B (Brakes) C (Control)
0SD0	ENGINE COMPRESSION BRAKE (J (Jet) N1 A2 E (Engine), or S (Steering) S (Steering) and O (Oil) S (Steering)
0WBA	TAIL PIPE (1st Tank and Tank, Brakes)
0WBS	MUFFLER TAIL PIPE GUARD (1st Brakes S (Steering) S (Steering)
0WDM	EXHAUST HEIGHT 1
0000	ELECTRICAL SYSTEM 12V, S (Steering) and E (Engine) or I (Ignition)

INTERNATIONAL®

Vehicle Specifications
2020 HV613 SBA (HV613)

May 01, 2020

<u>Code</u>	<u>Description</u>
WRB	HEADLIGHTS ON WIPERS Hood Wipers A Wipers Tires Wipers Wipers
WXD	ALARM, PARKING BRAKE E E H S R M W V P Br "NOT" S "OFF" D O
WXG	STARTING MOTOR M E A A 1 P 12 V S S
XAH	CIRCUIT BREAKERS M R M P SAE T III Tr I R A F
XB	SWITCH, AUXILIARY S C C U W C P D C C C
XGT	TURN SIGNALS, FRONT LED Side Turn L M F
XHN	HORN, AIR Bumper, S Tr L P C
XHR	POWER SOURCE, ADDITIONAL A P O APO USB P L I P
	FENDER EXTENSIONS R
AAB	LOGOS EXTERIOR M B
AAE	LOGOS EXTERIOR, ENGINE B
HBM	GRILLE S C
HBN	INSULATION, SPLASH PANELS S A
WB	FRONT END T, F, T P C, L H
1	PAINT SCHEMATIC, PT S C, D 1 I : PAINT SCHEMATIC ID LETTERS "WN"
1	PAINT TAPE B C C 1/2 T
1HJC	FIFTH WHEEL, AIR SLIDE F SL LWB 2 2 2" S, C T P, 2" A T F, L H R
1SLV	PROMOTIONAL PACKAGE G S P
1WC	SAFETY TRIANGLES
1WPT	MUD FLAP HOLDER S L, P B, D E, R W R T, L F
1WSX	MUD FLAPS, REAR B P, I L, L H
1XAN	FIRE EXTINGUISHER C C A B C
1XAP	FIRE EXTINGUISHER BRACKET M L S D Dr S
11	CLUTCH O C C

INTERNATIONAL®

Vehicle Specifications
2020 HV613 SBA (HV613)

May 01, 2020

Code	Description
12000	ANTI-FREEZE Rad, Engine and Lube Coolant To the Dealer For Dealer C, For Pr
12BGP	ENGINE, DIESEL 4-cylinder 2.4L EPA 241, 100HP @ 1800 RPM, 1000 mm Torque @ 1800 RPM, 2100 RPM Governor Speed, 1000 HP Max
12THT	FAN DRIVE 4-cylinder Drive Drive Torque, Torque Speed 1000 Road Torque Drive 1000 Drive Force Speed 1000 : FAN Noise
12VBG	AIR CLEANER Direct 1000, 1000 1000 Pr C
12VH0	FEDERAL EMISSIONS 4-cylinder 2.4L EPA, OBD and GHG Certified for Consider 2020
12WBR	FAN OVERRIDE Mechanism 1000 1000 1000 1000 1000, 1000 1000 1000 000
12WEG	COLD STARTING EQUIPMENT 1000 1000 1000 ECM Control
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Control 1000 1000 Fan Speed 1000, 1000 Max
12W0J	EMISSION COMPLIANCE Low NOx Idle Engine, 1000 1000 1000 1000 Air Resistance 1000 "Certified 1000 Idle" Drive Drive
12XBD	RADIATOR 1000 1000 1000, 1000 1000 1000 1000, 1200 1000, 1000 1000 CAC 1000 : DEAERATION SYSTEM 1000 1000 Torque : HOSE CLAMPS, RADIATOR HOSES 1000 1000 1000 Torque 1000 1000 1000 1000 : RADIATOR HOSES 1000 1000, 1000
12XBR	BLOCK HEATER, ENGINE 1000 12V 110W 1000 : BLOCK HEATER SOCKET 1000 1000 Torque 1000 1000 Drive Drive
10A0C	TRANSMISSION, AUTOMATIC 1000 1000 RDS 1000 1000 1000, 1000 1000 1000 1000, 1000 PTO 1000, 1000 1000, 1000 1000 1000, 1000 1000, 1000 Torque Speed 1000
10WAW	OIL COOLER, AUTO TRANSMISSION 1000 1000 1000
10WEH	AUTOMATIC NEUTRAL 1000 Torque 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000, 1000 1000 1000
10WET	TRANSMISSION SHIFT CONTROL Control 1000 1000 1000
10WLM	TRANSMISSION OIL 1000 1000 1000

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**Financial Summary
2020 HV613 SBA (HV613)**

May 01, 2020

Description	(US DOLLAR)	Price
NSS Pr:		\$1,000.00

Purchase order is required to record the purchase of the vehicle. The purchase order must be received by the seller within 30 days of the date of the invoice. The purchase order must be received by the seller within 30 days of the date of the invoice. The purchase order must be received by the seller within 30 days of the date of the invoice.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Town Council STAFF REPORT



To: Town Council
Title: Purchase of Front End Loader
Meeting: Town Council - 27 May 2020
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

The Public Works Department would like to purchase a 2020 Front End Loader. This vehicle would replace a 2001 Front End Loader which will be used as a trade. The quote from the vendor is provided through a Cooperative Purchasing Program as authorized by the Towns Purchasing Policy, Article 5.3.3. "No competitive bids shall be required when purchasing through a Town Council approved Cooperative Purchasing Program." The current loader is 19 years old and requires major repairs. Its condition is deteriorating and is pending failure in the near future pivot pins, bucket arms, hydraulics, brakes, cab and body. Maintenance records are provided. We only have maintenance records for the last eight years. There were 44 work orders processed, total spent during this time was \$37,311 (labor cost are not reflected). We have reviewed options from several of the Sourcewell approved vendors for Front End Loaders. We have selected the offer from Chadwick-BaRoss for \$102,247 plus trade in of the existing Front End Loader. The existing Loader was projected for replacement in the 2020-21 budget worksheet provided to the Town Administrator, Town Council, budget committee to be funded using funds within the Capital Reserve Funding – DPW Vehicles Warrant Article and approved by the voters during the 2020 election on the 10th of March.

FINANCIAL IMPACT:

Fiscal Impact, no tax impact. \$102,247 all funds to come from the Capital Reserve Funding – DPW Vehicles Warrant Article. Currently this fund has \$92,980.27, as of 7/1/2020, there will be an additional \$200,000 as approved at the March 10, 2020 Town Election. Total available after 7/1/2020 will be \$292,980.27.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Approve and consent the purchase of a Front End Loader from Chadwick-BaRoss for \$102,247 with trade of the existing Front End Loader.

SUGGESTED MOTION:

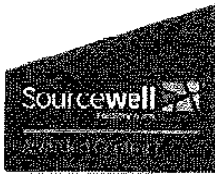
Motion to approve and consent the purchase of the Front End Loader from Chadwick-BaRoss for \$102,247.00 (with the trade in of the existing Front End Loader).

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Loader Purchase](#)



Quote Valid for 90 days

Contract:
032119-
VCE

Date: 5/13/2020

Buying Agency:	Town of Hooksett NH ID #157920	Contractor:	Chadwick-BaRoss Inc.
Contact Person:	Harl LaBonte	Prepared By:	Susan Joyce
Phone:	603-668-8019	Phone:	(603) 545-0600
Email:	clabonte@hooksett.org	Email 1:	susan@chadwick-baross.com
Sourcewell Product Code	D		
General Description of Product:			
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary			
Quan	Description	Unit Pr	Total
1	2020 Volvo L60H Wheel Loader	\$127,747	\$127,747
	See next page for machine specs		
Subtotal A:			\$127,747
B. Sourced and/or UnSourced Contracted Items			
Quan	Description	Unit Pr	Total
1	Instructions for Sourced and Non-Contracted Options		\$0
1	n/a		\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$0
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges			
Freight			
PDI			\$1,000
			\$0
2001 John Deere 544H - S/N TO6068T890930			-\$26,500
Subtotal C:			-\$25,500
Delivery Date:		D. Total Purchase Price (A+B+C):	
		\$102,247	

Version 17

Description	Part #	List Price
Volvo L60H, Wheel Loader	L60H	183,258.00
20.5R25* Titan MXL L3	WL20116	12,820.00
4-Rims (3pc) for 20.5 or 600 tires	WL21004	3,926.00
Engine D6J (Tier 4F) US	WL32017	0.00
Fuel fill strainer	WL30007	
Delayed Engine Shutdown	WL30024	178.00
Engine block heater, 120 V	WL33002	880.00
Volvo Air susp, Heated, 2pt, 3" belt	WL41010	1,952.00
Air conditioning with ACC (automatic climate control)	WL42001	6,274.00
RH Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44001	999.00
Steering knob	WL45001	0.00
ACC Fahrenheit decal only	WL45004	0.00
Universal key	WL45005	0.00
Rear view camera color, LCD monitor	WL45016	2,011.00
Anchorage manual	WL45027	0.00
LOTO, Lock out tag out	WL53009	0.00
Back up alarm	WL54001	0.00
Separate attachment locking, std. boom	WL64001	2,311.00
Footstep, right side	WL71009	0.00
Decals, English/Spanish	WL83004	0.00
Frame, life time warranty	WL86041	561.00
CareTrack Connectivity 4 yr Subscription	WL88010	0.00
CareTrack, GSM/Satellite	WL88018	0.00
De-activate SAT	WL88020	0.00
Attachment bracket	WL A85345	4,640.00
Joystick Kit	VM1744694	3915.41
Total List Price		\$223,725
Sourcwell % off List (enter as % here)		42.9%

Sourcewell Price	\$127,747
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Town Council STAFF REPORT



To: Town Council
Title: Presentation - Update on Pavement Management
Meeting: Town Council - 27 May 2020
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

In September of 2020, the Town hired the BETA Group to assist the town with its Pavement Management Program. Their tasks were to review and rate the conditions of the Town road network and assist the Town in developing a maintenance plan. Since then, they have surveyed the Town's 80 mile street network and collected data on each roadway's pavement condition. Each road was rated with a Roadway Surface Rating (RSR).

The data has been collected and analyzed. A pavement maintenance and repair recommendation has been made for each road segment, including estimated rehabilitation costs. Note that the current Town Network Roadway Surfacing Rating is 78.64 (which is very good).

The attached power point presentation will be presented at the next Town Council meeting by the BETA Group. They will also be available to answer any questions regarding the attached summary reports that have been completed as part of their contract.

The Town Department of Public Works may be working on Memory Lane, Leda Avenue, West Stearns Avenue and Morse Drive this year (repair strategy to be determined). Next year they will likely be doing work on Dale road. In reviewing the "Roadway Summary – Sorted by Pavement Condition Summary", you may note that these are among the streets with the worst RSR.

The DPW will be using this information to develop their maintenance plan for next several years.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

For informational purposes. No recommendation provided.

SUGGESTED MOTION:

For informational purposes. No motion necessary.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Purpose of the presentation is to update the Council on the Pavement Management program

ATTACHMENTS:

[Pavement Presentation - 5-27-20](#)

[0 Pavement-Summary-1](#)

[6a Roadway-Summary-Sorted-By-Road-Surface-Rating-RSR-1](#)

[5a Roadway-Summary-Sorted-Alphabetically-1](#)

[8 Map RSR 24x36-Landscape-1](#)



Town of Hooksett Department of Public Works

Pavement Management Program

May 27, 2020

Pavement Management



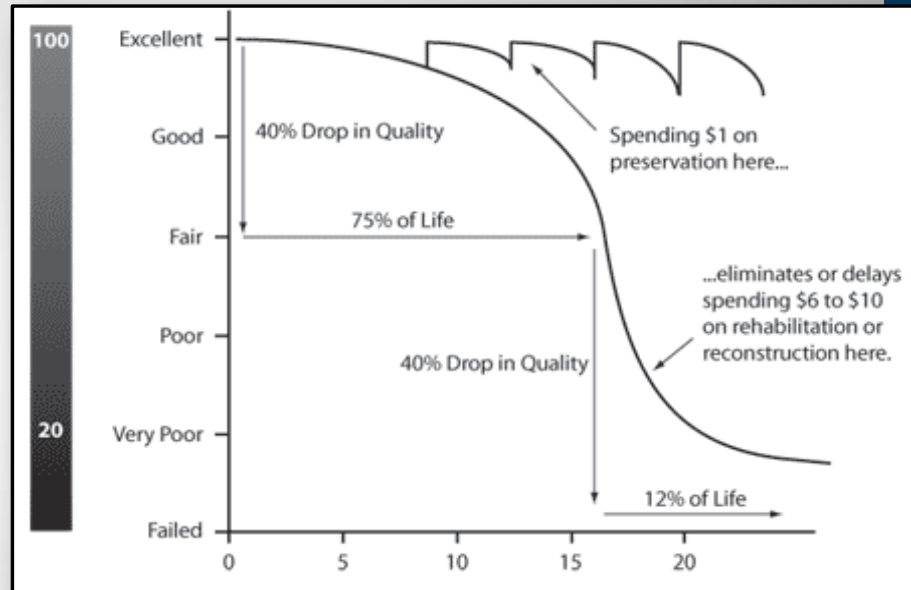
- The practice of planning for pavement maintenance and rehabilitation with the goal of maximizing the value and life of a pavement network

***Perform the right repair
at the right time!***



Pavement Management

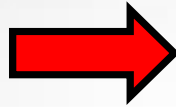
- Asset Management & Forecasting Tool
- It is more cost effective to keep good roads in good condition



Source: Federal Highway Administration



Pavement Management



Maintenance

- Crack Seal
- Fog Seal
- Pothole/Utility Patching

Surface Treatment

- Chip Seal
- Microsurfacing
- HMA Overlay

Structural Repair

- Mill and Overlay
- Reclamation
- Reconstruction



Comprehensive 4-Step Approach

1. Roadway Inventory & GIS Mapping

2. Field Inspection Program

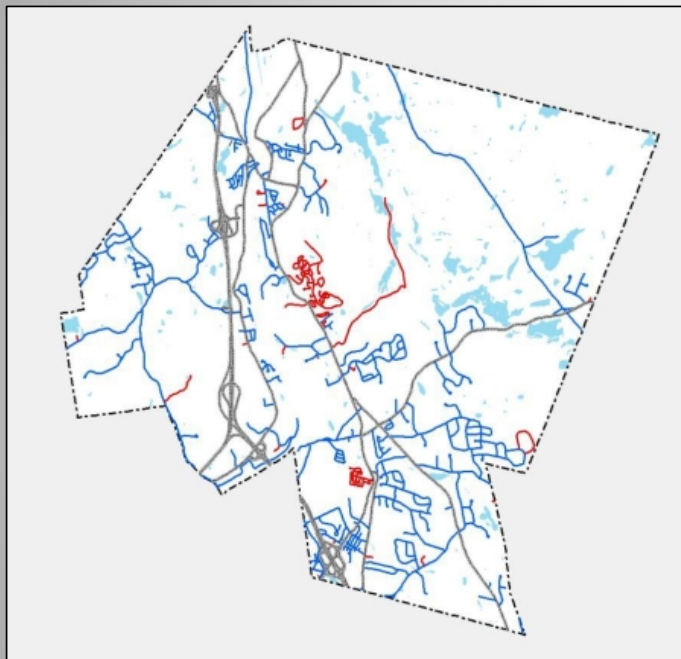
3. Existing Conditions Summary

4. System Maintenance



Roadway Inventory & GIS Mapping

Hooksett Roadway Profile



Type	Miles
Town Maintained*	82.48
Private	14.53
State	56.37
Total	153.38

* Inspected road miles do not include gravel roads



Road Surface Rating

Pavement Inspections

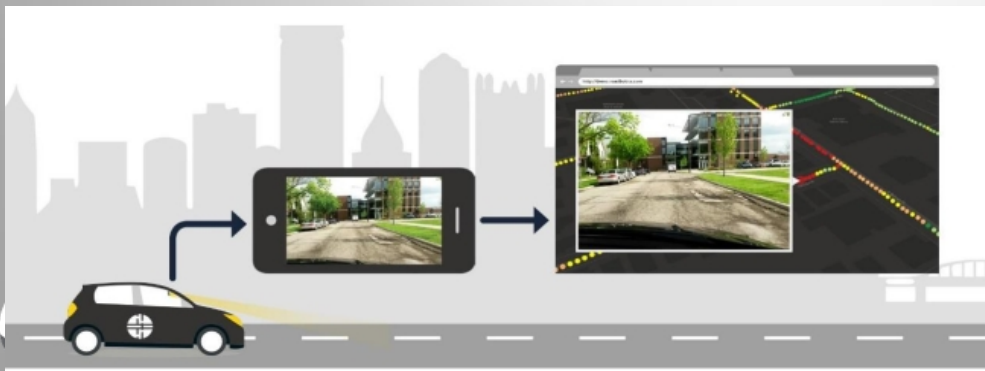
Evolving Technology

Uses Machine-Learning Technology to extract information every 10'

- ◉ Non-biased
- ◉ Extremely cost effective
- ◉ High Resolution photographs



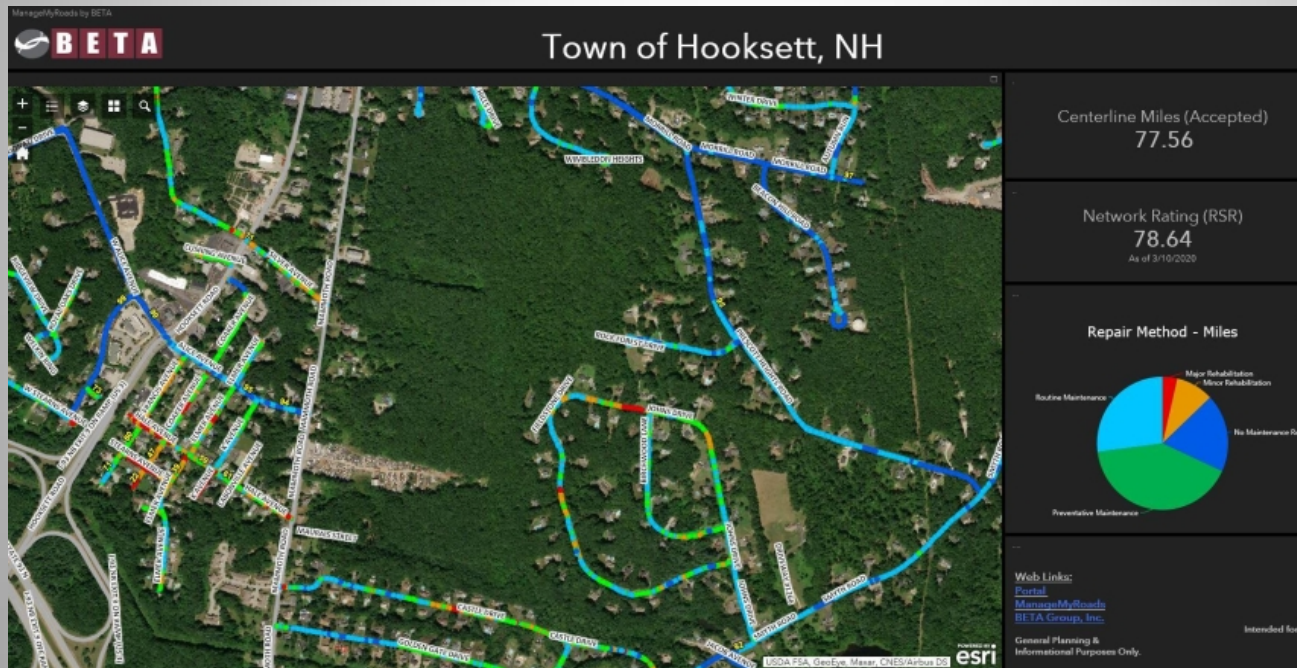
Photograph from Inspections



Road Surface Rating

Pavement Management Platform

Point data is converted to line data to allow for reporting, analysis and cost estimating.



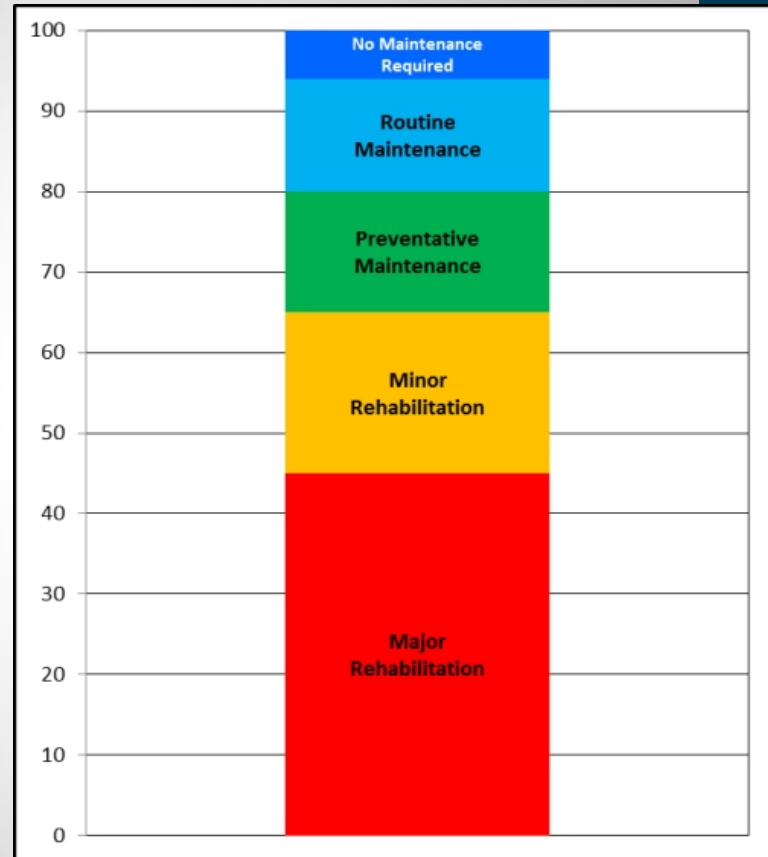
BETA's ManageMyRoads Platform



Repair Methods & Unit Costs

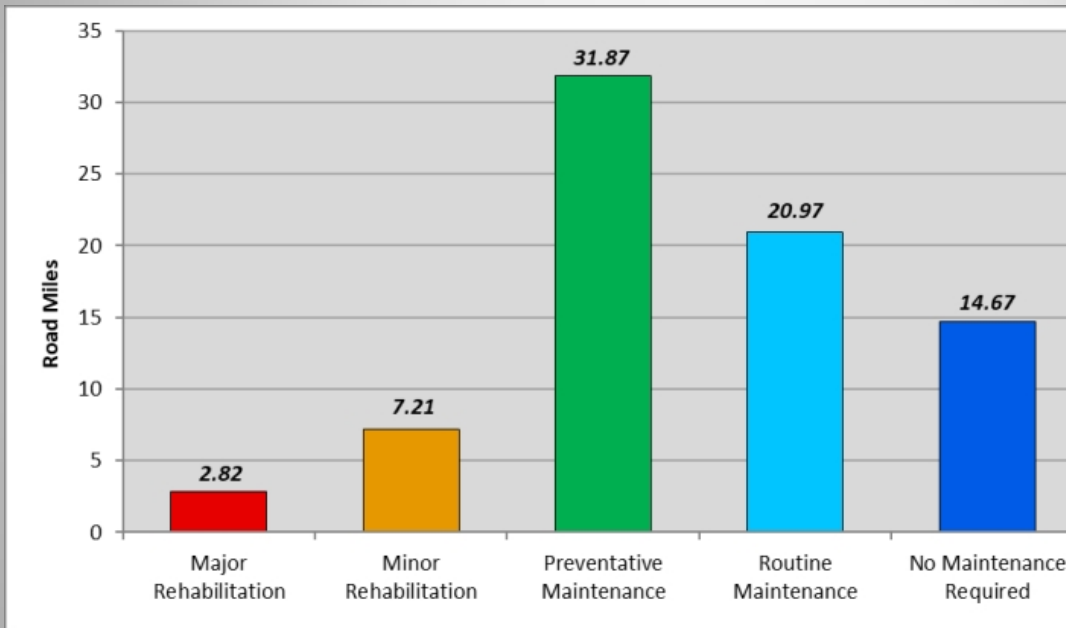
- No Maintenance Required - \$0 SY
- Routine Maintenance - \$0.50 SY
 - Crack Sealing
 - Fog Seal
- Preventative Maintenance - \$6.00 SY
 - Chip Seal
 - Microsurfacing
 - HMA Overlay
- Minor Rehabilitation - \$14.00 SY
 - Mill & Overlay
- Major Rehabilitation - \$40.00 SY

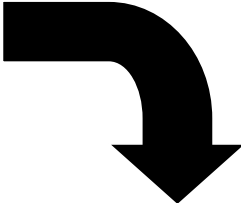
* Please note that unit prices reflect curb to curb improvements only



Existing Conditions Summary

General Rating By Mile*




**Approx. 77.56
Road Miles
RSR = 78.64**

*City Accepted Paved Roadways Only



Field Inspection Program

Representative Conditions



Dale Road-04
RSR = 29



Garlan Lane-01
RSR = 72



Field Inspection Program

Representative Conditions



Auburn Road - 05
RSR = 85



Morrill Road-05
RSR = 99



Existing Conditions Summary

Breakdown By Repair Method

Backlog Summary				
Repair Method	Length (Miles)	Square Yards	Percent Repair	Estimated Cost
Major Rehabilitation	2.82	42,240	3.64%	\$1,689,583
Minor Rehabilitation	7.21	106,509	9.30%	\$1,491,127
Preventative Maintenance	31.87	492,573	41.10%	\$2,955,435
Routine Maintenance	20.97	301,208	27.04%	\$150,604
No Maintenance Required	14.67	215,569	18.92%	\$0
Total	77.56	1,158,099	100%	\$6,286,749
AVERAGE RSR:	78.64			



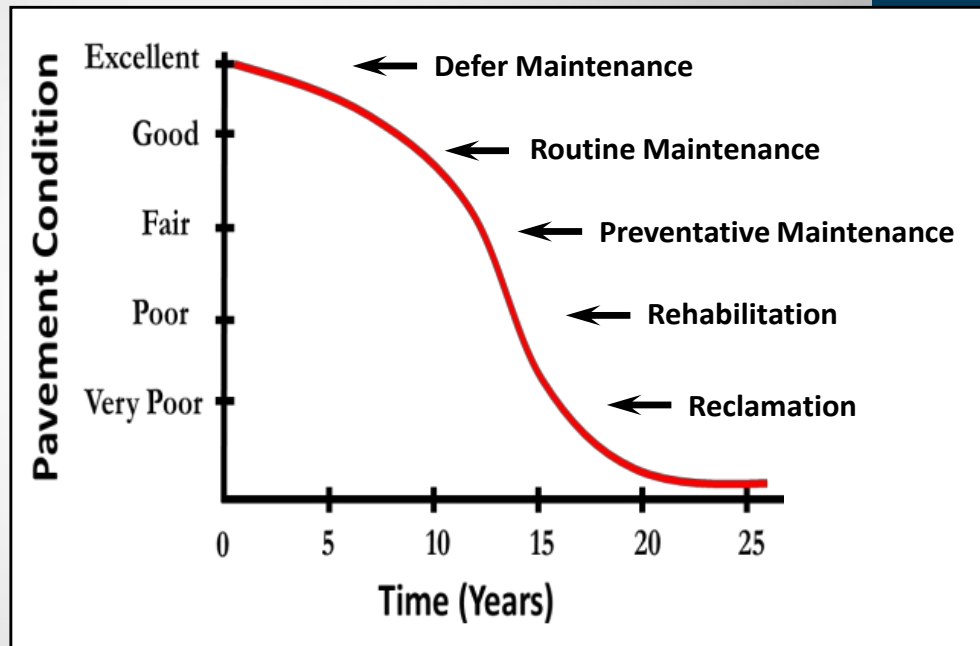
Backlog = Approx. \$6.29 Million

*Curb to Curb Improvements Only
Does Not Include Drainage, Sidewalks, Ramps



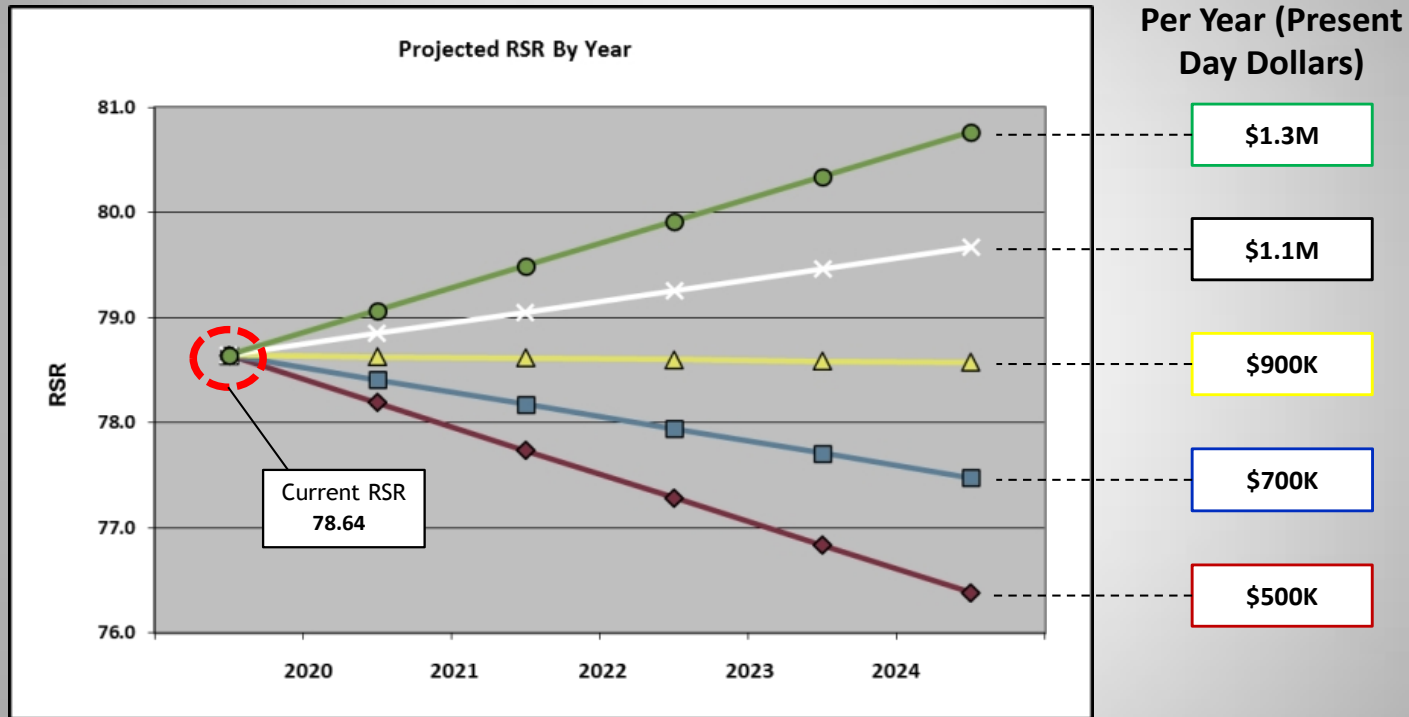
CIP Development

- Target RSR & Budget Requirements
- Refine Repair Methods Unit Costs
- Prioritization Strategies (CBV)
- ADA & Utility Coordination
- Deterioration Rates



CIP Development

RSR Forecasting – 5 Years (Standard Model)



Roadway Forecast Model Percentage Breakdown:

- Crack Seal –10%
- Preventative–25%
- Rehabilitation – 40%
- Reclamation – 25%

*City Accepted Paved Roadways Only



System Maintenance

- ◉ Update data as improvements are completed
- ◉ Monitor and update actual costs
- ◉ Re-assess assets periodically
- ◉ Add new subdivisions and newly accepted roads to database



Town of Hooksett Department of Public Works

Pavement Management Program

Thank You

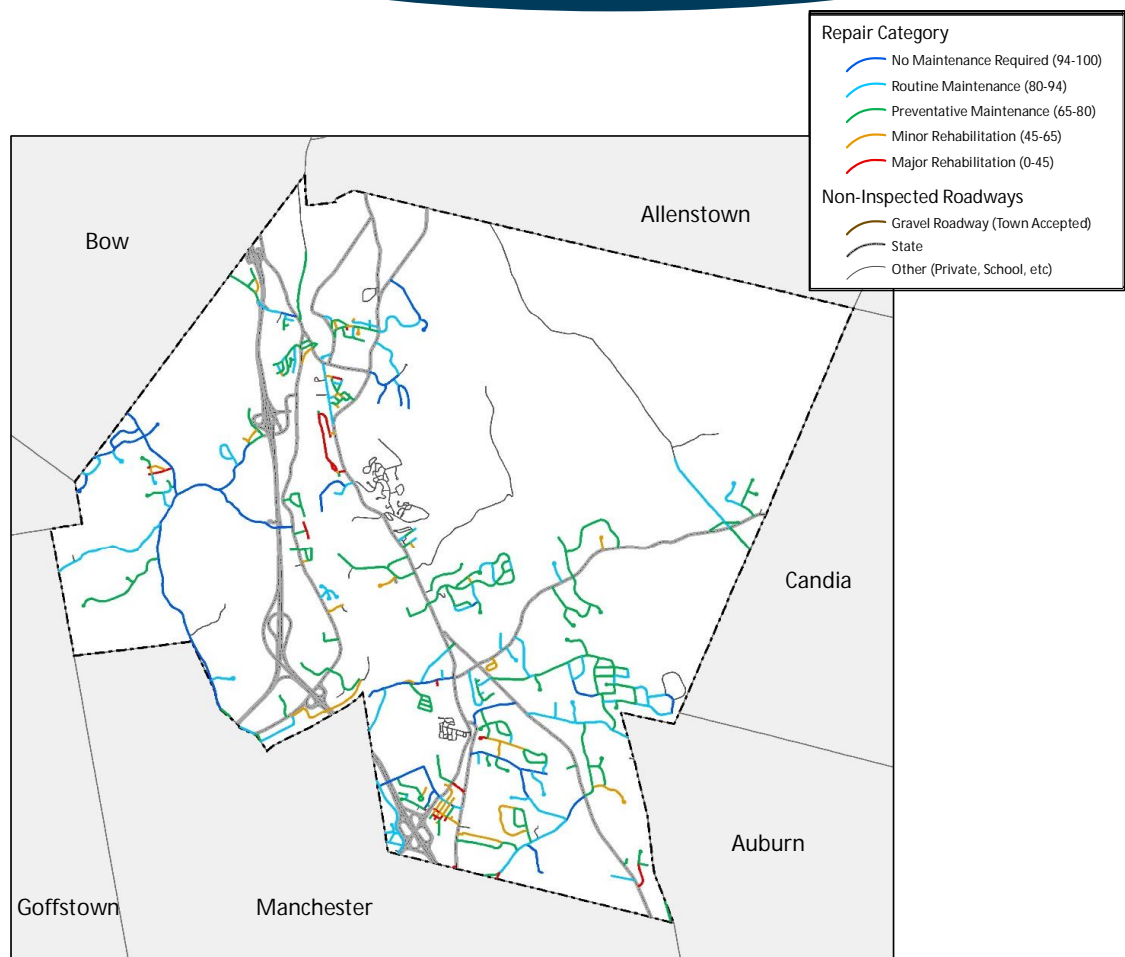
May XX, 2020



Pavement Management Summary

Date: March 9, 2020

Date of Inspections: October 2019



Town of Hooksett,
New Hampshire



Introduction

Background

The Town of Hooksett retained BETA Group, Inc. (BETA) in 2019 to provide services to its Pavement Management Program (PMP) for its Town maintained roadways. This comprehensive study was undertaken with the goal of establishing an extensive database of roadway surface conditions in order to produce a prioritized list of improvements. The PMP is a planning tool intended to provide the foundation to manage the Town's roadway resources by combining professional engineering metrics with local institutional knowledge. These efforts will result in the creation of a dynamic Capital Improvement Plan for the Town's roadway network.

BETA and Town Staff will work together to identify goals with regard to roadway network condition. The Town is committed to maintaining the PMP and improving its roadway network. This is achieved by preserving and maintaining the existing infrastructure to the greatest extent possible.



Pavement Management Approach

Pavement management is based on the theory of predicting roadway deterioration over time. This theory allows pavement managers to perform timely maintenance to the roadway system, extending the roadway's life in order to avoid more costly and extensive structural repairs. A key aspect of pavement management, as illustrated by the Pavement Deterioration Curve, is the recognition that roadways deteriorate in an accelerated fashion at particular times in the roadway lifecycle. Understanding this concept allows opportune decisions that yield the most cost-effective results.

Implementing a PMP involves identification of the road network, evaluation of its surface conditions, and specification of its maintenance practices and associated repair costs. Roadway condition data is compiled to facilitate the calculation of a Road Surface Rating (RSR) for each street segment. This range includes a possible low value of 0 for a road characterized by a high severity of distress, and a possible maximum value of 100 for a road with no visible defects. Ultimately, the RSR value allows each roadway segment to be placed into a planning level repair category.

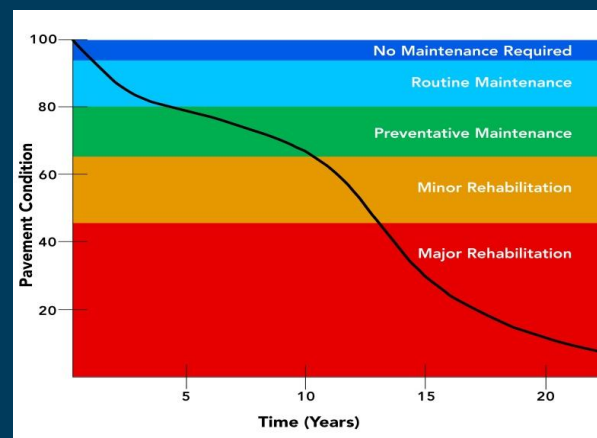


Roadway Survey

The roadway survey in Hooksett, consisting of paved, Town accepted roadways, was completed in the Fall of 2019. A total of 77.56 accepted miles of roadway were inspected, serving as the basis for this report. The required field inspections were performed by RoadBotics, a company specializing in roadway condition assessments by utilizing machine-learning technology. This proven methodology allowed for consistent data to be delivered to the Town.

Images were captured every 10 ft and later utilized by RoadBotics as data points to assess roadway conditions. The images were analyzed to identify pavement surface damage through algorithms to identify damages such as cracking, potholes, depressions and patching. BETA then conducted QA/QC and verified material type and roadway widths in order to ensure measurements for estimating and reporting.

Pavement Deterioration Curve





Summary of Findings

Upon completion of the survey, the overall RSR for Hooksett's accepted public roadway network was 78.64. The overall RSR represents a benchmark for performance measuring of the Town's pavement management program moving forward. If the overall RSR were to drop in the years to come, this would be a sign that the program needs to be adjusted or funding for the program may need to be increased.

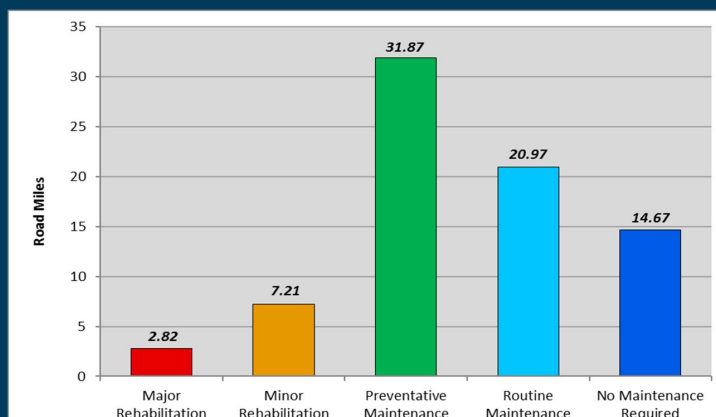
Repair strategies and associated unit costs were defined (as shown below) to develop the Backlog Summary. This summarizes both the mileage of roadway within each suggested repair method as well as the estimated cost based on unit prices for each repair method. The current backlog summary for the Town's public roadway network is approximately \$6.3 Million. This budgetary dollar figure represents the funding necessary if the Town were to perform all required maintenance for the entire road network within the next year.

78.64

CURRENT TOWN NETWORK
ROADWAY SURFACE RATING (RSR)
(March 2020)

RSR Breakdown by Mileage

Repair Method	RSR Range	Unit Price (sy)
Major Rehabilitation	0-45	\$40.00
Minor Rehabilitation	45-65	\$14.00
Preventative Maintenance	65-80	\$6.00
Routine Maintenance	80-94	\$0.50
No Maintenance Required	94-100	\$0.00



Backlog Summary

Repair Method	Length (Miles)	Square Yards	Percent Repair	Estimated Cost
Major Rehabilitation	2.82	42,240	3.64%	\$1,689,583
Minor Rehabilitation	7.21	106,509	9.30%	\$1,491,127
Preventative Maintenance	31.87	492,573	41.10%	\$2,955,435
Routine Maintenance	20.97	301,208	27.04%	\$150,604
No Maintenance Required	14.67	215,569	18.92%	\$0
Total	77.56	1,158,099	100%	\$6,286,749
AVERAGE RSR by Segment:	78.64			



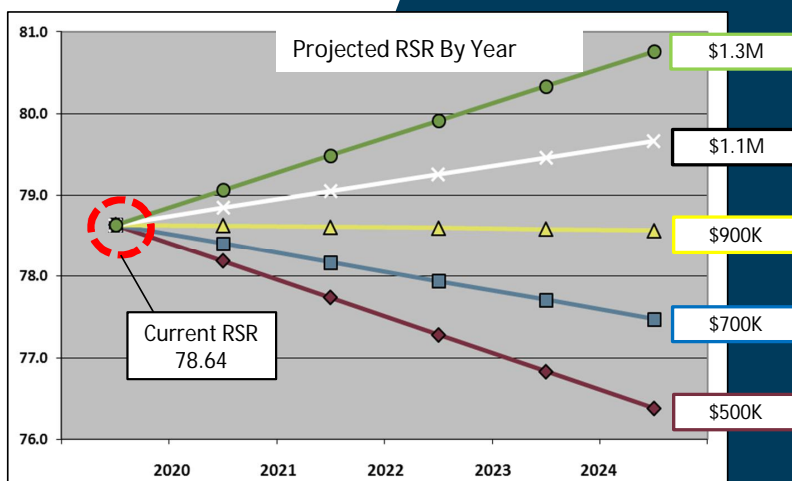
Capital Planning & Concluding Remarks

A series of Cost Benefit Value (CBV) analyses were generated to serve as a tool to prioritize potential roadway projects for inclusion in a multi-year Capital Improvement Plan (CIP). The development of a CIP will assist the Town in improving its network rating over time.

A 5-year forecast model was run to demonstrate how the network-level RSR for paved roadways would fluctuate over time under different funding scenarios. The model suggests that the Town secure approximately \$900K annually to maintain the current rating. However if the Town secures at least \$1.3M annually, the Network RSR is projected to approach 81 in 5 years.

The PMP provides decision makers with a picture of existing roadway conditions, a cost estimate to protect those paved roadways in good condition, and a recommended strategy to meet the Town's goals and objectives.

Forecast Model

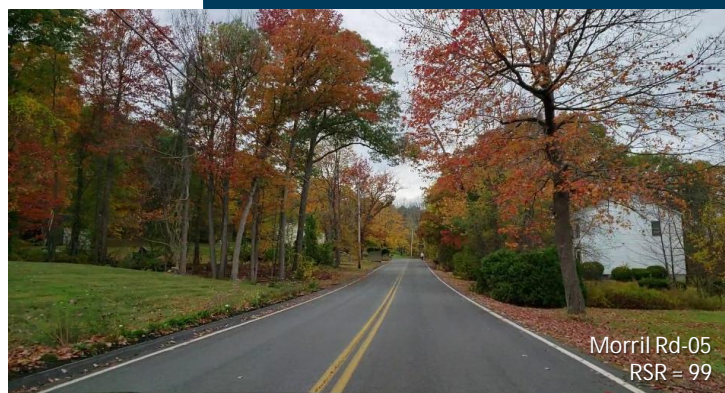


Program Maintenance

To best manage and update the Town's PMP database, the following practices are suggested:

- Post all annual roadway improvements into the database. Both the pavement condition rating and repair history information should be entered.
- Add any new roadway network descriptions to the database as soon as the Town accepts the roadways.
- Update repair method unit costs annually to provide accurate work plan forecasts.
- Assign one or more individuals to oversee system upkeep and to request annual pavement condition updates.
- Review developments in pavement technology that might offer a more cost effective alternative to pavement maintenance or rehabilitation over the pavement's life cycle.

The Pavement Management Program will serve as a valuable instrument to the Town and facilitate a progressive approach to managing roadway infrastructure.



Hooksett, NH

Roadway Summary Sorted By Road Surface Rating (RSR)

Please Note: Unit pricing accounts for curb to curb improvements only; Does not include any drainage, sidewalk, ADA, gravel subbase or utility improvements.

Name	Length (Miles)	Length (Feet)	Avg. Width	Square Yards	RSR	Overall Repair	Estimated Cost	Functional Class
Roadway Status: Accepted								
DRIVEWAY A472	0.07	360.01	10	400.01	15.46	Major Rehabilitation	\$16,000.30	LO/CS/DE
STEARNS AVENUE	0.09	471.55	18	943.09	16.08	Major Rehabilitation	\$37,723.66	LO
MEMORY LANE	0.04	206.23	20	458.28	20.14	Major Rehabilitation	\$18,331.19	LO/CS/DE
DALE ROAD	0.91	4,786.19	30	15,953.96	24.67	Major Rehabilitation	\$638,158.60	LO
LEDA AVENUE	0.07	360.41	20	800.91	34.17	Major Rehabilitation	\$32,036.40	LO
OLD MAMMOTH ROAD	0.04	208.57	28	648.88	36.89	Major Rehabilitation	\$25,955.35	LO
MASON AVENUE	0.25	1,340.27	28	4,169.74	39.69	Major Rehabilitation	\$166,789.72	LO
SILVER AVENUE	0.16	850.65	16	1,512.26	40.09	Major Rehabilitation	\$60,490.38	LO
EMERSON STREET	0.04	236.73	14	368.24	40.71	Major Rehabilitation	\$14,729.77	LO/CS/DE
MORSE DRIVE	0.32	1,667.87	26	5,066.32	41.76	Major Rehabilitation	\$202,652.91	LO
THOMPSON AVENUE	0.18	942.21	20	2,093.80	44.08	Major Rehabilitation	\$83,752.06	LO
KERRI LANE	0.07	393.56	30	1,311.85	46.64	Minor Rehabilitation	\$18,365.95	LO/CS/DE
HALE AVENUE	0.31	1,615.77	23	4,129.20	49.00	Minor Rehabilitation	\$57,808.79	LO
COAKER AVENUE	0.40	2,092.69	19	4,095.70	50.25	Minor Rehabilitation	\$57,339.84	LO
SUSAN AVENUE	0.04	187.18	18	374.36	50.46	Minor Rehabilitation	\$5,241.11	LO/CS/DE
MEADOWCREST ROAD	0.33	1,742.97	30	5,809.90	52.21	Minor Rehabilitation	\$81,338.57	LO
EASTPOINT DRIVE	0.45	2,377.01	24	6,338.68	54.04	Minor Rehabilitation	\$88,741.56	LO
LABONVILLE AVENUE	0.04	209.77	18	419.55	54.69	Minor Rehabilitation	\$5,873.68	LO/CS/DE
CATE ROAD	0.26	1,375.70	22	3,328.87	56.98	Minor Rehabilitation	\$46,604.18	LO
ROYAL OAKS DRIVE	0.10	541.02	24	1,442.73	57.66	Minor Rehabilitation	\$20,198.16	LO/CS/DE
CHASE STREET	0.09	498.01	18	996.02	58.14	Minor Rehabilitation	\$13,944.26	LO
FIELDSTONE DRIVE	0.67	3,550.33	24	9,467.55	58.41	Minor Rehabilitation	\$132,545.75	LO
KIMBALL DRIVE	0.94	4,964.31	28	15,359.06	58.68	Minor Rehabilitation	\$215,026.85	LO
K AVENUE	0.18	951.74	20	2,114.98	59.15	Minor Rehabilitation	\$29,609.69	LO
ORCHARD DRIVE	0.20	1,031.65	24	2,751.07	59.18	Minor Rehabilitation	\$38,515.04	LO
DEBBIE STREET	0.17	918.64	26	2,653.84	59.59	Minor Rehabilitation	\$37,153.73	LO
FRANCIS AVENUE	0.24	1,278.53	18	2,557.06	59.63	Minor Rehabilitation	\$35,798.82	LO
CASTLE DRIVE	0.67	3,525.73	28	10,968.94	60.51	Minor Rehabilitation	\$153,565.11	LO
CINDY DRIVE	0.45	2,374.22	28	7,386.47	60.56	Minor Rehabilitation	\$103,410.53	LO
KNIGHTS AVENUE	0.12	610.52	24	1,628.05	61.59	Minor Rehabilitation	\$22,792.77	LO/CS/DE
BEAUCHESNE DRIVE	0.12	629.61	28	1,958.78	61.84	Minor Rehabilitation	\$27,422.86	LO
PETERS BROOK DRIVE	0.25	1,333.92	36	5,335.70	62.53	Minor Rehabilitation	\$74,699.74	LO/CS/DE
HIDDEN RANCH DRIVE	0.19	978.81	22	2,392.65	62.71	Minor Rehabilitation	\$33,497.04	LO/CS/DE
ELMER AVENUE	0.44	2,336.71	20	5,085.90	62.91	Minor Rehabilitation	\$71,202.66	LO/CS/DE
AUTUMN RUN	0.94	4,953.66	30	16,512.19	63.10	Minor Rehabilitation	\$231,170.71	LO

ManageMyRoads by BETA

Name	Length (Miles)	Length (Feet)	Avg. Width	Square Yards	RSR	Overall Repair	Estimated Cost	Functional Class
CRANE WAY	0.19	997.92	26	2,882.87	63.64	Minor Rehabilitation	\$40,360.21	LO/CS/DE
SPRINGER ROAD	0.28	1,493.30	30	4,977.67	63.67	Minor Rehabilitation	\$69,687.38	LO
HARMONY LANE	0.33	1,757.23	26	5,076.44	64.11	Minor Rehabilitation	\$71,070.22	LO
CUSHING AVENUE	0.06	338.68	20	752.63	64.17	Minor Rehabilitation	\$10,536.76	LO/CS/DE
CEMETERY ROAD	0.15	769.34	16	1,367.72	64.42	Minor Rehabilitation	\$19,148.07	LO
BERNICE STREET	0.05	242.04	28	753.02	64.53	Minor Rehabilitation	\$10,542.24	LO/CS/DE
MORGAN DRIVE	0.17	873.99	25	2,418.80	65.56	Preventative Maintenance	\$14,512.79	LO
HELEN DRIVE	0.32	1,715.30	25	4,832.07	65.82	Preventative Maintenance	\$28,992.41	LO
GREEN STREET	0.13	673.30	24	1,795.46	65.88	Preventative Maintenance	\$10,772.73	LO
SANDY LANE	0.14	753.77	24	2,010.05	65.99	Preventative Maintenance	\$12,060.31	LO/CS/DE
RIVERSIDE STREET	0.29	1,556.05	26	4,246.83	66.35	Preventative Maintenance	\$25,481.00	LO
OAK HILL ROAD	0.49	2,592.14	18	5,184.28	66.57	Preventative Maintenance	\$31,105.70	LO/CS/DE
GOSSELIN AVENUE	0.23	1,223.88	22	2,991.70	66.64	Preventative Maintenance	\$17,950.20	LO/CS/DE
RIDGEVIEW DRIVE	0.34	1,799.80	36	7,199.21	66.67	Preventative Maintenance	\$43,195.26	LO
CLOUGH AVENUE	0.08	438.62	21	1,023.44	66.77	Preventative Maintenance	\$6,140.62	LO
CAMELOT DRIVE	0.13	669.17	30	2,230.57	66.80	Preventative Maintenance	\$13,383.42	LO
FARRWOOD DRIVE	0.93	4,920.99	26	14,216.19	67.32	Preventative Maintenance	\$85,297.11	LO
WINTER DRIVE	0.32	1,712.95	29	5,519.50	67.58	Preventative Maintenance	\$33,116.99	LO
WEDGEWOOD CIRCLE	0.05	249.37	30	831.24	67.61	Preventative Maintenance	\$4,987.46	LO/CS/DE
JAIME LANE	0.12	640.90	24	1,709.08	67.85	Preventative Maintenance	\$10,254.45	LO/CS/DE
CENTRAL PARK DRIVE	0.25	1,316.78	28	4,096.64	68.07	Preventative Maintenance	\$24,579.85	LO/CS/DE
DRIVEWAY A533	0.08	433.38	22	1,059.38	68.54	Preventative Maintenance	\$6,356.31	LO/CS/DE
SCOTT AVENUE	0.36	1,905.41	21	4,396.00	68.93	Preventative Maintenance	\$26,375.98	LO
SEASONS DRIVE	0.13	691.31	24	1,843.48	69.36	Preventative Maintenance	\$11,060.88	LO/CS/DE
GRANITE STREET	0.53	2,806.68	24	7,484.47	69.73	Preventative Maintenance	\$44,906.83	LO
BROOKSIDE WEST ROAD	0.08	443.22	32	1,575.90	69.74	Preventative Maintenance	\$9,455.43	LO/CS/DE
POORE ROAD	0.14	734.59	20	1,632.42	69.93	Preventative Maintenance	\$9,794.55	LO
SUTTON CIR	0.10	533.19	30	1,777.29	70.47	Preventative Maintenance	\$10,663.72	LO/CS/DE
LEONARD AVENUE	0.36	1,916.94	20	4,259.87	70.52	Preventative Maintenance	\$25,559.25	LO/CS/DE
BAYVIEW TERRACE ROAD	0.48	2,508.54	28	7,862.59	70.69	Preventative Maintenance	\$47,175.56	LO
VIEWPOINT DRIVE	0.25	1,342.81	25	3,796.00	70.88	Preventative Maintenance	\$22,775.97	LO
HUMMINGBIRD LANE	0.05	261.53	28	813.66	70.98	Preventative Maintenance	\$4,881.95	LO/CS/DE
KENNEDY DRIVE	0.08	396.64	26	1,145.86	70.98	Preventative Maintenance	\$6,875.18	LO
QUALITY DRIVE	0.47	2,498.76	51	14,190.64	71.00	Preventative Maintenance	\$85,143.81	LO
JOHNS DRIVE	0.43	2,274.29	27	6,858.78	71.53	Preventative Maintenance	\$41,152.67	LO
SHERWOOD DRIVE	0.67	3,541.71	30	11,805.70	71.74	Preventative Maintenance	\$70,834.21	LO
LANCELOT DRIVE	0.10	529.94	30	1,766.47	71.82	Preventative Maintenance	\$10,598.83	LO
VALLEY VIEW DRIVE	0.11	565.71	30	1,885.70	71.84	Preventative Maintenance	\$11,314.22	LO/CS/DE
GRANT DRIVE	0.29	1,549.25	24	4,131.35	71.95	Preventative Maintenance	\$24,788.07	LO
BIRCHWOOD LANE	0.29	1,542.58	24	4,113.53	72.22	Preventative Maintenance	\$24,681.21	LO

ManageMyRoads by BETA

Name	Length (Miles)	Length (Feet)	Avg. Width	Square Yards	RSR	Overall Repair	Estimated Cost	Functional Class
ALBERT AVENUE	0.11	555.50	27	1,666.49	72.28	Preventative Maintenance	\$9,998.93	LO
GARLAN LANE	0.17	904.92	30	3,016.41	72.57	Preventative Maintenance	\$18,098.47	LO
SUMMERFARE STREET	0.43	2,279.56	26	6,585.39	72.61	Preventative Maintenance	\$39,512.33	LO
DRIVEWAY A486	0.02	122.56	24	326.83	72.71	Preventative Maintenance	\$1,960.97	LO/CS/DE
WEST HALE AVENUE	0.03	148.78	24	396.74	73.21	Preventative Maintenance	\$2,380.46	LO/CS/DE
LAUREL ROAD	0.57	2,991.26	28	9,306.14	73.28	Preventative Maintenance	\$55,836.84	LO
GOLDEN GATE DRIVE	0.51	2,678.84	30	8,929.45	73.43	Preventative Maintenance	\$53,576.73	LO
N READING STREET	0.23	1,193.30	29	3,845.06	73.63	Preventative Maintenance	\$23,070.38	LO
BURBANK WAY	0.19	1,024.10	26	2,958.52	74.12	Preventative Maintenance	\$17,751.11	LO
CORRIVEAU DRIVE	1.05	5,551.10	27	16,421.75	74.16	Preventative Maintenance	\$98,530.53	LO
FOREST HILLS DRIVE	0.16	822.36	28	2,558.45	74.17	Preventative Maintenance	\$15,350.69	LO/CS/DE
EDGEWATER DRIVE	0.74	3,890.47	20	8,645.49	74.20	Preventative Maintenance	\$51,872.94	LO
GREYSTONE TER	0.21	1,115.28	26	3,221.93	74.24	Preventative Maintenance	\$19,331.57	LO
MONROE DRIVE	0.24	1,291.86	28	3,983.08	74.35	Preventative Maintenance	\$23,898.47	LO
TECHNOLOGY DRIVE	0.37	1,956.60	30	6,521.99	74.56	Preventative Maintenance	\$39,131.93	LO/CS/DE
LEGENDS DRIVE	0.34	1,795.93	22	4,390.06	74.64	Preventative Maintenance	\$26,340.34	LO/CS/DE
SPRINGWOOD DRIVE	0.32	1,666.00	26	4,812.90	74.82	Preventative Maintenance	\$28,877.38	LO
LEGACY DRIVE	0.32	1,678.24	26	4,848.26	74.88	Preventative Maintenance	\$29,089.53	LO
THISTLE LANE	0.17	888.91	22	2,172.88	74.93	Preventative Maintenance	\$13,037.30	LO
WEST BANK ROAD	0.12	628.33	28	1,954.79	74.97	Preventative Maintenance	\$11,728.74	LO/CS/DE
ROSEDALE STREET	0.12	652.00	22	1,593.78	75.04	Preventative Maintenance	\$9,562.69	LO
W STEARNS AVENUE	0.31	1,654.92	20	3,677.59	75.04	Preventative Maintenance	\$22,065.56	LO/CS/DE
PLEASANT VIEW DRIVE	0.18	953.40	27	2,860.19	75.09	Preventative Maintenance	\$17,161.16	LO
HIGHLAND STREET	0.19	997.05	20	2,215.66	75.11	Preventative Maintenance	\$13,293.95	LO
MARCEL WAY	0.15	770.00	29	2,481.10	75.55	Preventative Maintenance	\$14,886.60	LO/CS/DE
W RIVERBANK ROAD	0.11	570.95	24	1,522.54	75.71	Preventative Maintenance	\$9,135.23	LO
INDUSTRIAL PARK DRIVE	0.58	3,038.60	28	9,453.44	75.83	Preventative Maintenance	\$56,720.63	LO
JULIA DRIVE	0.37	1,972.86	28	6,137.80	75.90	Preventative Maintenance	\$36,826.78	LO
JOANNE DRIVE	0.82	4,346.76	26	13,248.03	76.09	Preventative Maintenance	\$79,488.16	LO
WATER PRECINCT ACCESS ROAD	0.34	1,815.79	28	5,649.12	76.20	Preventative Maintenance	\$33,894.71	LO
VISTA DRIVE	0.14	727.33	22	1,777.91	76.29	Preventative Maintenance	\$10,667.46	LO
CARRIAGE LANE	0.34	1,815.44	26	5,244.59	76.40	Preventative Maintenance	\$31,467.54	LO
STEVENS DRIVE	0.19	995.08	24	2,653.56	76.42	Preventative Maintenance	\$15,921.34	LO
LEHOUX DRIVE	0.58	3,038.63	30	10,128.76	76.46	Preventative Maintenance	\$60,772.53	LO
ARDON DRIVE	0.17	912.10	27	2,736.30	76.80	Preventative Maintenance	\$16,417.77	LO
WELKIN RING	0.14	728.53	24	1,942.75	77.03	Preventative Maintenance	\$11,656.49	LO
SUMMIT DRIVE	0.17	887.10	22	2,168.47	77.06	Preventative Maintenance	\$13,010.82	LO
CYR DRIVE EXTENSION	0.04	208.02	22	508.50	77.08	Preventative Maintenance	\$3,050.99	LO/CS/DE
CARMEL WAY	0.17	872.81	26	2,521.44	77.14	Preventative Maintenance	\$15,128.67	LO
OTTERSON STREET	0.10	511.02	27	1,533.61	77.15	Preventative Maintenance	\$9,201.68	LO

ManageMyRoads by BETA

Name	Length (Miles)	Length (Feet)	Avg. Width	Square Yards	RSR	Overall Repair	Estimated Cost	Functional Class
ROWES CORNER LANE	0.34	1,815.12	22	4,436.95	77.18	Preventative Maintenance	\$26,621.71	LO
EVELYN STREET	0.62	3,263.27	27	9,789.80	77.28	Preventative Maintenance	\$58,738.79	LO
PINNACLE STREET	0.37	1,970.80	21	4,700.12	77.36	Preventative Maintenance	\$28,200.73	LO
FARMER ROAD	1.31	6,902.76	23	18,127.86	77.38	Preventative Maintenance	\$108,767.16	LO
WAYNES WAY	0.11	561.87	30	1,872.91	77.41	Preventative Maintenance	\$11,237.47	LO/CS/DE
LANTERN LANE	0.42	2,196.03	27	6,473.55	77.49	Preventative Maintenance	\$38,841.29	LO
NANCY LANE	0.45	2,392.40	29	7,413.45	77.72	Preventative Maintenance	\$44,480.67	LO
CYR DRIVE	0.13	671.91	22	1,642.45	77.75	Preventative Maintenance	\$9,854.67	LO
HERITAGE DRIVE	0.39	2,065.50	31	7,009.44	77.81	Preventative Maintenance	\$42,056.66	LO
ALDERWOOD COURT	0.28	1,478.44	24	3,942.50	77.82	Preventative Maintenance	\$23,654.98	LO/CS/DE
QUARRY ROAD	0.42	2,242.53	26	6,181.15	77.93	Preventative Maintenance	\$37,086.92	LO
WIMBLEDON HEIGHTS	0.25	1,302.46	26	3,762.65	78.08	Preventative Maintenance	\$22,575.92	LO/CS/DE
ANDREA AVENUE	0.60	3,157.87	28	9,538.52	78.15	Preventative Maintenance	\$57,231.15	LO
HUNT STREET	0.17	907.10	20	2,015.78	78.16	Preventative Maintenance	\$12,094.68	LO
LINDSAY ROAD	1.06	5,599.97	28	17,863.56	78.20	Preventative Maintenance	\$107,181.36	LO
BULLARD DRIVE	0.23	1,237.35	27	3,687.97	78.36	Preventative Maintenance	\$22,127.80	LO
BRANDYWINE DRIVE	0.11	568.92	30	1,896.40	78.46	Preventative Maintenance	\$11,378.38	LO
MORNINGSIDE DRIVE	0.46	2,419.68	28	7,466.61	78.46	Preventative Maintenance	\$44,799.68	LO
DUNDEE AVENUE	0.19	977.02	22	2,388.28	78.51	Preventative Maintenance	\$14,329.68	LO
MAPLE STREET	0.10	520.14	24	1,387.05	78.90	Preventative Maintenance	\$8,322.27	LO
CHESTER TURNPIKE	1.23	6,501.65	22	14,355.59	78.92	Preventative Maintenance	\$86,133.57	LO
LINCOLN DRIVE	0.15	770.10	30	2,567.01	79.01	Preventative Maintenance	\$15,402.05	LO/CS/DE
DONALD STREET	0.22	1,182.41	22	2,890.34	79.03	Preventative Maintenance	\$17,342.05	LO
SUNBURST LANE	0.24	1,251.97	26	3,616.79	79.06	Preventative Maintenance	\$21,700.75	LO
CASEY DRIVE	0.46	2,435.82	30	8,119.40	79.10	Preventative Maintenance	\$48,716.40	LO
STIRLING AVENUE	0.85	4,496.70	22	10,991.94	79.11	Preventative Maintenance	\$65,951.65	LO
CLAY STREET	0.32	1,690.93	30	5,636.42	79.15	Preventative Maintenance	\$33,818.55	LO
SPRUCE COURT	0.37	1,942.56	24	5,180.15	79.56	Preventative Maintenance	\$31,080.92	LO/CS/DE
GAILOR LANE	0.62	3,282.99	26	9,484.18	79.68	Preventative Maintenance	\$56,905.10	LO
JACKSON DRIVE	0.04	213.54	24	569.45	79.69	Preventative Maintenance	\$3,416.70	LO/CS/DE
WOODCREST DRIVE	0.09	497.25	22	1,215.49	79.80	Preventative Maintenance	\$7,292.96	LO/CS/DE
SARGENT DRIVE	0.27	1,446.79	26	4,179.62	80.27	Routine Maintenance	\$2,089.81	LO/CS/DE
MADISON AVENUE	0.17	875.21	25	2,431.14	80.54	Routine Maintenance	\$1,215.57	LO
ARAH STREET	0.17	911.48	25	2,531.89	80.57	Routine Maintenance	\$1,265.95	LO
LENNOX STREET	0.21	1,086.35	22	2,655.52	80.60	Routine Maintenance	\$1,327.76	LO
SUNRISE BOULEVARD	0.28	1,489.17	26	4,302.04	80.67	Routine Maintenance	\$2,151.02	LO
BRIAR COURT	0.29	1,553.53	26	4,487.97	80.86	Routine Maintenance	\$2,243.98	LO/CS/DE
COUNTRYSIDE BOULEVARD	0.02	95.64	36	382.57	80.86	Routine Maintenance	\$191.29	LO
FAIRVIEW CIR	0.12	619.57	30	2,065.24	80.86	Routine Maintenance	\$1,032.62	LO/CS/DE
HILLTOP CIRCLE	0.15	795.86	26	2,299.15	80.86	Routine Maintenance	\$1,149.57	LO/CS/DE

ManageMyRoads by BETA

Name	Length (Miles)	Length (Feet)	Avg. Width	Square Yards	RSR	Overall Repair	Estimated Cost	Functional Class
JEFFERSON DRIVE	0.05	266.79	24	711.43	80.86	Routine Maintenance	\$355.72	LO/CS/DE
RED OAK LANE	0.05	265.03	24	706.76	80.86	Routine Maintenance	\$353.38	LO
VETERANS DRIVE	0.14	748.30	24	1,995.47	80.86	Routine Maintenance	\$997.73	LO/CS/DE
RAY DRIVE	0.14	738.37	24	1,968.98	80.88	Routine Maintenance	\$984.49	LO
BARTLETT STREET	0.15	787.46	21	1,837.40	81.28	Routine Maintenance	\$918.70	LO
MCALLISTER STREET	0.10	515.81	18	1,031.63	81.40	Routine Maintenance	\$515.81	LO/CS/DE
WHITEHALL TERRACE	0.48	2,509.33	22	6,133.92	82.87	Routine Maintenance	\$3,066.96	LO
DARTMOUTH STREET	0.23	1,209.35	22	2,956.19	82.88	Routine Maintenance	\$1,478.09	LO
BENTON ROAD	0.47	2,469.05	20	5,486.78	83.26	Routine Maintenance	\$2,743.39	LO
ROCK FOREST DRIVE	0.22	1,170.74	30	3,902.45	83.30	Routine Maintenance	\$1,951.23	LO/CS/DE
PINE STREET	0.85	4,464.15	21	10,465.77	83.30	Routine Maintenance	\$5,232.89	LO
N RIVER ROAD	0.48	2,554.32	25	7,095.33	83.40	Routine Maintenance	\$3,547.66	AR
BROWN ROAD	0.18	968.55	26	2,798.03	83.69	Routine Maintenance	\$1,399.02	LO
DORIS DRIVE	0.22	1,164.02	26	3,362.73	83.78	Routine Maintenance	\$1,681.37	LO/CS/DE
GOFFSTOWN ROAD	1.26	6,663.18	22	16,287.78	83.97	Routine Maintenance	\$8,143.89	CO
GULLANE ROAD	0.13	697.65	26	2,015.44	84.15	Routine Maintenance	\$1,007.72	LO/CS/DE
SAW HILL ROAD	0.52	2,723.95	26	7,869.19	84.40	Routine Maintenance	\$3,934.59	LO
MEMORIAL DRIVE	0.26	1,376.13	26	3,883.78	84.77	Routine Maintenance	\$1,941.89	LO
HARVEST DRIVE	0.46	2,429.99	28	7,559.97	84.97	Routine Maintenance	\$3,779.98	LO
BERRY HILL ROAD	0.19	979.79	25	2,721.63	85.87	Routine Maintenance	\$1,360.81	LO/CS/DE
MAIN STREET	0.65	3,410.28	27	10,230.83	86.19	Routine Maintenance	\$5,115.42	CO
GOONAN ROAD	0.49	2,587.23	43	6,319.07	86.24	Routine Maintenance	\$3,159.54	LO
GRANDVIEW DRIVE	0.21	1,126.76	30	3,755.85	86.36	Routine Maintenance	\$1,877.93	LO/CS/DE
VIRGINIA COURT	0.52	2,759.40	27	8,351.55	86.44	Routine Maintenance	\$4,175.77	LO
BICENTENNIAL DRIVE	0.87	4,584.55	30	15,281.85	86.61	Routine Maintenance	\$7,640.92	CO
AUBURN ROAD	1.09	5,747.89	22	14,050.40	87.19	Routine Maintenance	\$7,025.20	CO
WOODSTONE TERRACE	0.16	859.96	23	2,197.67	87.43	Routine Maintenance	\$1,098.83	LO/CS/DE
SMYTH ROAD	1.37	7,228.82	21	16,411.12	87.48	Routine Maintenance	\$8,205.56	AR
ARTHUR AVENUE	0.12	655.39	30	2,184.62	87.52	Routine Maintenance	\$1,092.31	LO/CS/DE
PARK LANE	0.73	3,870.96	26	11,182.78	87.70	Routine Maintenance	\$5,591.39	LO
HEATHER DRIVE	0.09	488.73	22	1,194.68	88.21	Routine Maintenance	\$597.34	LO/CS/DE
UNIVERSITY CIRCLE	0.75	3,978.41	27	12,300.21	88.96	Routine Maintenance	\$6,150.10	LO
SHORT AVENUE	0.08	433.00	24	1,154.66	89.43	Routine Maintenance	\$577.33	LO
HERON VIEW DRIVE	0.27	1,402.82	28	4,364.33	89.86	Routine Maintenance	\$2,182.16	LO/CS/DE
BERT STREET	0.28	1,452.00	28	4,619.51	90.61	Routine Maintenance	\$2,309.75	LO
POST ROAD	1.14	6,000.17	24	16,000.46	90.78	Routine Maintenance	\$8,000.23	LO
ALICE AVENUE	0.26	1,379.93	22	3,373.16	90.83	Routine Maintenance	\$1,686.58	LO
BIRCH HILL ROAD	0.28	1,497.93	20	3,328.74	90.85	Routine Maintenance	\$1,664.37	LO
BEACON HILL ROAD	0.34	1,792.66	26	5,178.78	91.78	Routine Maintenance	\$2,589.39	LO/CS/DE
PEARL DRIVE	0.31	1,652.83	25	4,713.94	91.90	Routine Maintenance	\$2,356.97	LO

ManageMyRoads by BETA

Name	Length (Miles)	Length (Feet)	Avg. Width	Square Yards	RSR	Overall Repair	Estimated Cost	Functional Class
PRESCOTT HEIGHTS ROAD	0.79	4,154.70	22	10,155.92	92.12	Routine Maintenance	\$5,077.96	LO
DEERHEAD STREET	0.11	604.02	18	1,208.05	92.44	Routine Maintenance	\$604.02	LO
BEMIS SAVOIE ROAD	0.17	871.39	22	2,130.07	92.65	Routine Maintenance	\$1,065.03	LO/CS/DE
HILLS ROAD	0.43	2,255.33	28	7,016.57	92.85	Routine Maintenance	\$3,508.29	LO
RIVERFIELD PATH	0.13	710.41	26	2,052.28	92.86	Routine Maintenance	\$1,026.14	LO/CS/DE
NORTHPOINT DRIVE	0.25	1,312.21	20	2,916.03	93.21	Routine Maintenance	\$1,458.01	LO/CS/DE
MISTY LANE	0.30	1,606.13	30	5,353.76	93.46	Routine Maintenance	\$2,676.88	LO
MOUNTAIN VIEW ROAD	0.23	1,195.58	28	3,719.58	94.95	No Maintenance Required	\$0.00	LO/CS/DE
JACOB AVENUE	0.38	1,998.96	18	3,997.92	95.57	No Maintenance Required	\$0.00	LO/CS/DE
BLACKWATER DRIVE	0.22	1,144.34	26	3,305.86	95.60	No Maintenance Required	\$0.00	LO/CS/DE
QUIMBY MOUNTAIN ROAD	0.26	1,354.96	36	5,419.85	95.66	No Maintenance Required	\$0.00	LO/CS/DE
NORTHVIEW TERRACE	0.22	1,163.35	24	3,102.26	95.82	No Maintenance Required	\$0.00	LO/CS/DE
BARBERRY STREET	0.55	2,915.02	28	9,068.96	96.12	No Maintenance Required	\$0.00	LO
MARTINS FERRY ROAD	0.72	3,797.05	24	10,125.46	96.39	No Maintenance Required	\$0.00	AR
MORRILL ROAD	0.83	4,408.58	23	11,507.07	97.39	No Maintenance Required	\$0.00	LO
EGAWES DRIVE	0.50	2,655.27	27	7,965.81	97.49	No Maintenance Required	\$0.00	LO/CS/DE
HACKETT HILL ROAD	3.69	19,506.74	26	54,645.38	97.52	No Maintenance Required	\$0.00	CO
CRAWFORD LANE	0.29	1,537.15	26	4,440.66	97.70	No Maintenance Required	\$0.00	LO/CS/DE
ROY ROAD	0.59	3,135.66	22	7,664.94	98.01	No Maintenance Required	\$0.00	LO
DEPOT ROAD	0.19	1,014.32	24	2,704.85	98.12	No Maintenance Required	\$0.00	LO/CS/DE
DONATI DRIVE	0.49	2,609.10	31	9,037.46	98.40	No Maintenance Required	\$0.00	LO
CAMPUS DRIVE	0.41	2,160.13	30	7,500.14	98.51	No Maintenance Required	\$0.00	LO
ZAPORA DRIVE	0.56	2,941.89	25	8,397.22	98.71	No Maintenance Required	\$0.00	LO
CROSS ROAD	0.91	4,821.91	22	11,786.89	99.10	No Maintenance Required	\$0.00	LO
ALMEDA LANE	0.44	2,312.97	30	7,709.90	99.18	No Maintenance Required	\$0.00	LO
W ALICE AVENUE	0.36	1,885.09	34	7,121.46	99.35	No Maintenance Required	\$0.00	LO
BELL AVENUE	0.22	1,185.64	30	3,952.15	99.37	No Maintenance Required	\$0.00	LO
SOUTH BOW ROAD	1.04	5,469.98	23	13,581.44	99.44	No Maintenance Required	\$0.00	LO

Hooksett, NH

Roadway Summary Sorted Alphabetically

Please Note: Unit pricing accounts for curb to curb improvements only; Does not include any drainage, sidewalk, ADA, gravel subbase or utility improvements.

Name	Length (Miles)	Length (Feet)	Avg. Width	Square Yards	RSR	Overall Repair	Estimated Cost	Functional Class
Roadway Status: Accepted								
ALBERT AVENUE	0.11	555.50	27	1,666.49	72.28	Preventative Maintenance	\$9,998.93	LO
ALDERWOOD COURT	0.28	1,478.44	24	3,942.50	77.82	Preventative Maintenance	\$23,654.98	LO/CS/DE
ALICE AVENUE	0.26	1,379.93	22	3,373.16	90.83	Routine Maintenance	\$1,686.58	LO
ALMEDA LANE	0.44	2,312.97	30	7,709.90	99.18	No Maintenance Required	\$0.00	LO
ANDREA AVENUE	0.60	3,157.87	28	9,538.52	78.15	Preventative Maintenance	\$57,231.15	LO
ARAH STREET	0.17	911.48	25	2,531.89	80.57	Routine Maintenance	\$1,265.95	LO
ARDON DRIVE	0.17	912.10	27	2,736.30	76.80	Preventative Maintenance	\$16,417.77	LO
ARTHUR AVENUE	0.12	655.39	30	2,184.62	87.52	Routine Maintenance	\$1,092.31	LO/CS/DE
AUBURN ROAD	1.09	5,747.89	22	14,050.40	87.19	Routine Maintenance	\$7,025.20	CO
AUTUMN RUN	0.94	4,953.66	30	16,512.19	63.10	Minor Rehabilitation	\$231,170.71	LO
BARBERRY STREET	0.55	2,915.02	28	9,068.96	96.12	No Maintenance Required	\$0.00	LO
BARTLETT STREET	0.15	787.46	21	1,837.40	81.28	Routine Maintenance	\$918.70	LO
BAYVIEW TERRACE ROAD	0.48	2,508.54	28	7,862.59	70.69	Preventative Maintenance	\$47,175.56	LO
BEACON HILL ROAD	0.34	1,792.66	26	5,178.78	91.78	Routine Maintenance	\$2,589.39	LO/CS/DE
BEAUCHESNE DRIVE	0.12	629.61	28	1,958.78	61.84	Minor Rehabilitation	\$27,422.86	LO
BELL AVENUE	0.22	1,185.64	30	3,952.15	99.37	No Maintenance Required	\$0.00	LO
BEMIS SAVOIE ROAD	0.17	871.39	22	2,130.07	92.65	Routine Maintenance	\$1,065.03	LO/CS/DE
BENTON ROAD	0.47	2,469.05	20	5,486.78	83.26	Routine Maintenance	\$2,743.39	LO
BERNICE STREET	0.05	242.04	28	753.02	64.53	Minor Rehabilitation	\$10,542.24	LO/CS/DE
BERRY HILL ROAD	0.19	979.79	25	2,721.63	85.87	Routine Maintenance	\$1,360.81	LO/CS/DE
BERT STREET	0.28	1,452.00	28	4,619.51	90.61	Routine Maintenance	\$2,309.75	LO
BICENTENNIAL DRIVE	0.87	4,584.55	30	15,281.85	86.61	Routine Maintenance	\$7,640.92	CO
BIRCH HILL ROAD	0.28	1,497.93	20	3,328.74	90.85	Routine Maintenance	\$1,664.37	LO
BIRCHWOOD LANE	0.29	1,542.58	24	4,113.53	72.22	Preventative Maintenance	\$24,681.21	LO
BLACKWATER DRIVE	0.22	1,144.34	26	3,305.86	95.60	No Maintenance Required	\$0.00	LO/CS/DE
BRANDYWINE DRIVE	0.11	568.92	30	1,896.40	78.46	Preventative Maintenance	\$11,378.38	LO
BRIAR COURT	0.29	1,553.53	26	4,487.97	80.86	Routine Maintenance	\$2,243.98	LO/CS/DE
BROOKSIDE WEST ROAD	0.08	443.22	32	1,575.90	69.74	Preventative Maintenance	\$9,455.43	LO/CS/DE
BROWN ROAD	0.18	968.55	26	2,798.03	83.69	Routine Maintenance	\$1,399.02	LO
BULLARD DRIVE	0.23	1,237.35	27	3,687.97	78.36	Preventative Maintenance	\$22,127.80	LO
BURBANK WAY	0.19	1,024.10	26	2,958.52	74.12	Preventative Maintenance	\$17,751.11	LO
CAMELOT DRIVE	0.13	669.17	30	2,230.57	66.80	Preventative Maintenance	\$13,383.42	LO
CAMPUS DRIVE	0.41	2,160.13	30	7,500.14	98.51	No Maintenance Required	\$0.00	LO
CARMEL WAY	0.17	872.81	26	2,521.44	77.14	Preventative Maintenance	\$15,128.67	LO
CARRIAGE LANE	0.34	1,815.44	26	5,244.59	76.40	Preventative Maintenance	\$31,467.54	LO

ManageMyRoads by BETA

Name	Length (Miles)	Length (Feet)	Avg. Width	Square Yards	RSR	Overall Repair	Estimated Cost	Functional Class
CASEY DRIVE	0.46	2,435.82	30	8,119.40	79.10	Preventative Maintenance	\$48,716.40	LO
CASTLE DRIVE	0.67	3,525.73	28	10,968.94	60.51	Minor Rehabilitation	\$153,565.11	LO
CATE ROAD	0.26	1,375.70	22	3,328.87	56.98	Minor Rehabilitation	\$46,604.18	LO
CEMETERY ROAD	0.15	769.34	16	1,367.72	64.42	Minor Rehabilitation	\$19,148.07	LO
CENTRAL PARK DRIVE	0.25	1,316.78	28	4,096.64	68.07	Preventative Maintenance	\$24,579.85	LO/CS/DE
CHASE STREET	0.09	498.01	18	996.02	58.14	Minor Rehabilitation	\$13,944.26	LO
CHESTER TURNPIKE	1.23	6,501.65	22	14,355.59	78.92	Preventative Maintenance	\$86,133.57	LO
CINDY DRIVE	0.45	2,374.22	28	7,386.47	60.56	Minor Rehabilitation	\$103,410.53	LO
CLAY STREET	0.32	1,690.93	30	5,636.42	79.15	Preventative Maintenance	\$33,818.55	LO
CLOUGH AVENUE	0.08	438.62	21	1,023.44	66.77	Preventative Maintenance	\$6,140.62	LO
COAKER AVENUE	0.40	2,092.69	19	4,095.70	50.25	Minor Rehabilitation	\$57,339.84	LO
CORRIVEAU DRIVE	1.05	5,551.10	27	16,421.75	74.16	Preventative Maintenance	\$98,530.53	LO
COUNTRYSIDE BOULEVARD	0.02	95.64	36	382.57	80.86	Routine Maintenance	\$191.29	LO
CRANE WAY	0.19	997.92	26	2,882.87	63.64	Minor Rehabilitation	\$40,360.21	LO/CS/DE
CRAWFORD LANE	0.29	1,537.15	26	4,440.66	97.70	No Maintenance Required	\$0.00	LO/CS/DE
CROSS ROAD	0.91	4,821.91	22	11,786.89	99.10	No Maintenance Required	\$0.00	LO
CUSHING AVENUE	0.06	338.68	20	752.63	64.17	Minor Rehabilitation	\$10,536.76	LO/CS/DE
CYR DRIVE	0.13	671.91	22	1,642.45	77.75	Preventative Maintenance	\$9,854.67	LO
CYR DRIVE EXTENSION	0.04	208.02	22	508.50	77.08	Preventative Maintenance	\$3,050.99	LO/CS/DE
DALE ROAD	0.91	4,786.19	30	15,953.96	24.67	Major Rehabilitation	\$638,158.60	LO
DARTMOUTH STREET	0.23	1,209.35	22	2,956.19	82.88	Routine Maintenance	\$1,478.09	LO
DEBBIE STREET	0.17	918.64	26	2,653.84	59.59	Minor Rehabilitation	\$37,153.73	LO
DEERHEAD STREET	0.11	604.02	18	1,208.05	92.44	Routine Maintenance	\$604.02	LO
DEPOT ROAD	0.19	1,014.32	24	2,704.85	98.12	No Maintenance Required	\$0.00	LO/CS/DE
DONALD STREET	0.22	1,182.41	22	2,890.34	79.03	Preventative Maintenance	\$17,342.05	LO
DONATI DRIVE	0.49	2,609.10	31	9,037.46	98.40	No Maintenance Required	\$0.00	LO
DORIS DRIVE	0.22	1,164.02	26	3,362.73	83.78	Routine Maintenance	\$1,681.37	LO/CS/DE
DRIVEWAY A472	0.07	360.01	10	400.01	15.46	Major Rehabilitation	\$16,000.30	LO/CS/DE
DRIVEWAY A486	0.02	122.56	24	326.83	72.71	Preventative Maintenance	\$1,960.97	LO/CS/DE
DRIVEWAY A533	0.08	433.38	22	1,059.38	68.54	Preventative Maintenance	\$6,356.31	LO/CS/DE
DUNDEE AVENUE	0.19	977.02	22	2,388.28	78.51	Preventative Maintenance	\$14,329.68	LO
EASTPOINT DRIVE	0.45	2,377.01	24	6,338.68	54.04	Minor Rehabilitation	\$88,741.56	LO
EDGEWATER DRIVE	0.74	3,890.47	20	8,645.49	74.20	Preventative Maintenance	\$51,872.94	LO
EGAWES DRIVE	0.50	2,655.27	27	7,965.81	97.49	No Maintenance Required	\$0.00	LO/CS/DE
ELMER AVENUE	0.44	2,336.71	20	5,085.90	62.91	Minor Rehabilitation	\$71,202.66	LO/CS/DE
EMERSON STREET	0.04	236.73	14	368.24	40.71	Major Rehabilitation	\$14,729.77	LO/CS/DE
EVELYN STREET	0.62	3,263.27	27	9,789.80	77.28	Preventative Maintenance	\$58,738.79	LO
FAIRVIEW CIR	0.12	619.57	30	2,065.24	80.86	Routine Maintenance	\$1,032.62	LO/CS/DE
FARMER ROAD	1.31	6,902.76	23	18,127.86	77.38	Preventative Maintenance	\$108,767.16	LO
FARRWOOD DRIVE	0.93	4,920.99	26	14,216.19	67.32	Preventative Maintenance	\$85,297.11	LO

ManageMyRoads by BETA

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FIELDSTONE DRIVE	0.67	3,550.33	24	9,467.55	58.41	Minor Rehabilitation	\$132,545.75	LO
FOREST HILLS DRIVE	0.16	822.36	28	2,558.45	74.17	Preventative Maintenance	\$15,350.69	LO/CS/DE
FRANCIS AVENUE	0.24	1,278.53	18	2,557.06	59.63	Minor Rehabilitation	\$35,798.82	LO
GAILOR LANE	0.62	3,282.99	26	9,484.18	79.68	Preventative Maintenance	\$56,905.10	LO
GARLAN LANE	0.17	904.92	30	3,016.41	72.57	Preventative Maintenance	\$18,098.47	LO
GOFFSTOWN ROAD	1.26	6,663.18	22	16,287.78	83.97	Routine Maintenance	\$8,143.89	CO
GOLDEN GATE DRIVE	0.51	2,678.84	30	8,929.45	73.43	Preventative Maintenance	\$53,576.73	LO
GOONAN ROAD	0.49	2,587.23	43	6,319.07	86.24	Routine Maintenance	\$3,159.54	LO
GOSSELIN AVENUE	0.23	1,223.88	22	2,991.70	66.64	Preventative Maintenance	\$17,950.20	LO/CS/DE
GRANDVIEW DRIVE	0.21	1,126.76	30	3,755.85	86.36	Routine Maintenance	\$1,877.93	LO/CS/DE
GRANITE STREET	0.53	2,806.68	24	7,484.47	69.73	Preventative Maintenance	\$44,906.83	LO
GRANT DRIVE	0.29	1,549.25	24	4,131.35	71.95	Preventative Maintenance	\$24,788.07	LO
GREEN STREET	0.13	673.30	24	1,795.46	65.88	Preventative Maintenance	\$10,772.73	LO
GREYSTONE TER	0.21	1,115.28	26	3,221.93	74.24	Preventative Maintenance	\$19,331.57	LO
GULLANE ROAD	0.13	697.65	26	2,015.44	84.15	Routine Maintenance	\$1,007.72	LO/CS/DE
HACKETT HILL ROAD	3.69	19,506.74	26	54,645.38	97.52	No Maintenance Required	\$0.00	CO
HALE AVENUE	0.31	1,615.77	23	4,129.20	49.00	Minor Rehabilitation	\$57,808.79	LO
HARMONY LANE	0.33	1,757.23	26	5,076.44	64.11	Minor Rehabilitation	\$71,070.22	LO
HARVEST DRIVE	0.46	2,429.99	28	7,559.97	84.97	Routine Maintenance	\$3,779.98	LO
HEATHER DRIVE	0.09	488.73	22	1,194.68	88.21	Routine Maintenance	\$597.34	LO/CS/DE
HELEN DRIVE	0.32	1,715.30	25	4,832.07	65.82	Preventative Maintenance	\$28,992.41	LO
HERITAGE DRIVE	0.39	2,065.50	31	7,009.44	77.81	Preventative Maintenance	\$42,056.66	LO
HERON VIEW DRIVE	0.27	1,402.82	28	4,364.33	89.86	Routine Maintenance	\$2,182.16	LO/CS/DE
HIDDEN RANCH DRIVE	0.19	978.81	22	2,392.65	62.71	Minor Rehabilitation	\$33,497.04	LO/CS/DE
HIGHLAND STREET	0.19	997.05	20	2,215.66	75.11	Preventative Maintenance	\$13,293.95	LO
HILLS ROAD	0.43	2,255.33	28	7,016.57	92.85	Routine Maintenance	\$3,508.29	LO
HILLTOP CIRCLE	0.15	795.86	26	2,299.15	80.86	Routine Maintenance	\$1,149.57	LO/CS/DE
HUMMINGBIRD LANE	0.05	261.53	28	813.66	70.98	Preventative Maintenance	\$4,881.95	LO/CS/DE
HUNT STREET	0.17	907.10	20	2,015.78	78.16	Preventative Maintenance	\$12,094.68	LO
INDUSTRIAL PARK DRIVE	0.58	3,038.60	28	9,453.44	75.83	Preventative Maintenance	\$56,720.63	LO
JACKSON DRIVE	0.04	213.54	24	569.45	79.69	Preventative Maintenance	\$3,416.70	LO/CS/DE
JACOB AVENUE	0.38	1,998.96	18	3,997.92	95.57	No Maintenance Required	\$0.00	LO/CS/DE
JAIME LANE	0.12	640.90	24	1,709.08	67.85	Preventative Maintenance	\$10,254.45	LO/CS/DE
JEFFERSON DRIVE	0.05	266.79	24	711.43	80.86	Routine Maintenance	\$355.72	LO/CS/DE
JOANNE DRIVE	0.82	4,346.76	26	13,248.03	76.09	Preventative Maintenance	\$79,488.16	LO
JOHNS DRIVE	0.43	2,274.29	27	6,858.78	71.53	Preventative Maintenance	\$41,152.67	LO
JULIA DRIVE	0.37	1,972.86	28	6,137.80	75.90	Preventative Maintenance	\$36,826.78	LO
K AVENUE	0.18	951.74	20	2,114.98	59.15	Minor Rehabilitation	\$29,609.69	LO
KENNEDY DRIVE	0.08	396.64	26	1,145.86	70.98	Preventative Maintenance	\$6,875.18	LO
KERRI LANE	0.07	393.56	30	1,311.85	46.64	Minor Rehabilitation	\$18,365.95	LO/CS/DE

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KIMBALL DRIVE	0.94	4,964.31	28	15,359.06	58.68	Minor Rehabilitation	\$215,026.85	LO
KNIGHTS AVENUE	0.12	610.52	24	1,628.05	61.59	Minor Rehabilitation	\$22,792.77	LO/CS/DE
LABONVILLE AVENUE	0.04	209.77	18	419.55	54.69	Minor Rehabilitation	\$5,873.68	LO/CS/DE
LANCELOT DRIVE	0.10	529.94	30	1,766.47	71.82	Preventative Maintenance	\$10,598.83	LO
LANTERN LANE	0.42	2,196.03	27	6,473.55	77.49	Preventative Maintenance	\$38,841.29	LO
LAUREL ROAD	0.57	2,991.26	28	9,306.14	73.28	Preventative Maintenance	\$55,836.84	LO
LEDA AVENUE	0.07	360.41	20	800.91	34.17	Major Rehabilitation	\$32,036.40	LO
LEGACY DRIVE	0.32	1,678.24	26	4,848.26	74.88	Preventative Maintenance	\$29,089.53	LO
LEGENDS DRIVE	0.34	1,795.93	22	4,390.06	74.64	Preventative Maintenance	\$26,340.34	LO/CS/DE
LEHOUX DRIVE	0.58	3,038.63	30	10,128.76	76.46	Preventative Maintenance	\$60,772.53	LO
LENNOX STREET	0.21	1,086.35	22	2,655.52	80.60	Routine Maintenance	\$1,327.76	LO
LEONARD AVENUE	0.36	1,916.94	20	4,259.87	70.52	Preventative Maintenance	\$25,559.25	LO/CS/DE
LINCOLN DRIVE	0.15	770.10	30	2,567.01	79.01	Preventative Maintenance	\$15,402.05	LO/CS/DE
LINDSAY ROAD	1.06	5,599.97	28	17,863.56	78.20	Preventative Maintenance	\$107,181.36	LO
MADISON AVENUE	0.17	875.21	25	2,431.14	80.54	Routine Maintenance	\$1,215.57	LO
MAIN STREET	0.65	3,410.28	27	10,230.83	86.19	Routine Maintenance	\$5,115.42	CO
MAPLE STREET	0.10	520.14	24	1,387.05	78.90	Preventative Maintenance	\$8,322.27	LO
MARCEL WAY	0.15	770.00	29	2,481.10	75.55	Preventative Maintenance	\$14,886.60	LO/CS/DE
MARTINS FERRY ROAD	0.72	3,797.05	24	10,125.46	96.39	No Maintenance Required	\$0.00	AR
MASON AVENUE	0.25	1,340.27	28	4,169.74	39.69	Major Rehabilitation	\$166,789.72	LO
MCALLISTER STREET	0.10	515.81	18	1,031.63	81.40	Routine Maintenance	\$515.81	LO/CS/DE
MEADOWCREST ROAD	0.33	1,742.97	30	5,809.90	52.21	Minor Rehabilitation	\$81,338.57	LO
MEMORIAL DRIVE	0.26	1,376.13	26	3,883.78	84.77	Routine Maintenance	\$1,941.89	LO
MEMORY LANE	0.04	206.23	20	458.28	20.14	Major Rehabilitation	\$18,331.19	LO/CS/DE
MISTY LANE	0.30	1,606.13	30	5,353.76	93.46	Routine Maintenance	\$2,676.88	LO
MONROE DRIVE	0.24	1,291.86	28	3,983.08	74.35	Preventative Maintenance	\$23,898.47	LO
MORGAN DRIVE	0.17	873.99	25	2,418.80	65.56	Preventative Maintenance	\$14,512.79	LO
MORNINGSIDE DRIVE	0.46	2,419.68	28	7,466.61	78.46	Preventative Maintenance	\$44,799.68	LO
MORRILL ROAD	0.83	4,408.58	23	11,507.07	97.39	No Maintenance Required	\$0.00	LO
MORSE DRIVE	0.32	1,667.87	26	5,066.32	41.76	Major Rehabilitation	\$202,652.91	LO
MOUNTAIN VIEW ROAD	0.23	1,195.58	28	3,719.58	94.95	No Maintenance Required	\$0.00	LO/CS/DE
N READING STREET	0.23	1,193.30	29	3,845.06	73.63	Preventative Maintenance	\$23,070.38	LO
N RIVER ROAD	0.48	2,554.32	25	7,095.33	83.40	Routine Maintenance	\$3,547.66	AR
NANCY LANE	0.45	2,392.40	29	7,413.45	77.72	Preventative Maintenance	\$44,480.67	LO
NORTHPOINT DRIVE	0.25	1,312.21	20	2,916.03	93.21	Routine Maintenance	\$1,458.01	LO/CS/DE
NORTHVIEW TERRACE	0.22	1,163.35	24	3,102.26	95.82	No Maintenance Required	\$0.00	LO/CS/DE
OAK HILL ROAD	0.49	2,592.14	18	5,184.28	66.57	Preventative Maintenance	\$31,105.70	LO/CS/DE
OLD MAMMOTH ROAD	0.04	208.57	28	648.88	36.89	Major Rehabilitation	\$25,955.35	LO
ORCHARD DRIVE	0.20	1,031.65	24	2,751.07	59.18	Minor Rehabilitation	\$38,515.04	LO
OTTERSON STREET	0.10	511.02	27	1,533.61	77.15	Preventative Maintenance	\$9,201.68	LO

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PARK LANE	0.73	3,870.96	26	11,182.78	87.70	Routine Maintenance	\$5,591.39	LO
PEARL DRIVE	0.31	1,652.83	25	4,713.94	91.90	Routine Maintenance	\$2,356.97	LO
PETERS BROOK DRIVE	0.25	1,333.92	36	5,335.70	62.53	Minor Rehabilitation	\$74,699.74	LO/CS/DE
PINE STREET	0.85	4,464.15	21	10,465.77	83.30	Routine Maintenance	\$5,232.89	LO
PINNACLE STREET	0.37	1,970.80	21	4,700.12	77.36	Preventative Maintenance	\$28,200.73	LO
PLEASANT VIEW DRIVE	0.18	953.40	27	2,860.19	75.09	Preventative Maintenance	\$17,161.16	LO
POORE ROAD	0.14	734.59	20	1,632.42	69.93	Preventative Maintenance	\$9,794.55	LO
POST ROAD	1.14	6,000.17	24	16,000.46	90.78	Routine Maintenance	\$8,000.23	LO
PRESCOTT HEIGHTS ROAD	0.79	4,154.70	22	10,155.92	92.12	Routine Maintenance	\$5,077.96	LO
QUALITY DRIVE	0.47	2,498.76	51	14,190.64	71.00	Preventative Maintenance	\$85,143.81	LO
QUARRY ROAD	0.42	2,242.53	26	6,181.15	77.93	Preventative Maintenance	\$37,086.92	LO
QUIMBY MOUNTAIN ROAD	0.26	1,354.96	36	5,419.85	95.66	No Maintenance Required	\$0.00	LO/CS/DE
RAY DRIVE	0.14	738.37	24	1,968.98	80.88	Routine Maintenance	\$984.49	LO
RED OAK LANE	0.05	265.03	24	706.76	80.86	Routine Maintenance	\$353.38	LO
RIDGEVIEW DRIVE	0.34	1,799.80	36	7,199.21	66.67	Preventative Maintenance	\$43,195.26	LO
RIVERFIELD PATH	0.13	710.41	26	2,052.28	92.86	Routine Maintenance	\$1,026.14	LO/CS/DE
RIVERSIDE STREET	0.29	1,556.05	26	4,246.83	66.35	Preventative Maintenance	\$25,481.00	LO
ROCK FOREST DRIVE	0.22	1,170.74	30	3,902.45	83.30	Routine Maintenance	\$1,951.23	LO/CS/DE
ROSDALE STREET	0.12	652.00	22	1,593.78	75.04	Preventative Maintenance	\$9,562.69	LO
ROWES CORNER LANE	0.34	1,815.12	22	4,436.95	77.18	Preventative Maintenance	\$26,621.71	LO
ROY ROAD	0.59	3,135.66	22	7,664.94	98.01	No Maintenance Required	\$0.00	LO
ROYAL OAKS DRIVE	0.10	541.02	24	1,442.73	57.66	Minor Rehabilitation	\$20,198.16	LO/CS/DE
SANDY LANE	0.14	753.77	24	2,010.05	65.99	Preventative Maintenance	\$12,060.31	LO/CS/DE
SARGENT DRIVE	0.27	1,446.79	26	4,179.62	80.27	Routine Maintenance	\$2,089.81	LO/CS/DE
SAW HILL ROAD	0.52	2,723.95	26	7,869.19	84.40	Routine Maintenance	\$3,934.59	LO
SCOTT AVENUE	0.36	1,905.41	21	4,396.00	68.93	Preventative Maintenance	\$26,375.98	LO
SEASONS DRIVE	0.13	691.31	24	1,843.48	69.36	Preventative Maintenance	\$11,060.88	LO/CS/DE
SHERWOOD DRIVE	0.67	3,541.71	30	11,805.70	71.74	Preventative Maintenance	\$70,834.21	LO
SHORT AVENUE	0.08	433.00	24	1,154.66	89.43	Routine Maintenance	\$577.33	LO
SILVER AVENUE	0.16	850.65	16	1,512.26	40.09	Major Rehabilitation	\$60,490.38	LO
SMYTH ROAD	1.37	7,228.82	21	16,411.12	87.48	Routine Maintenance	\$8,205.56	AR
SOUTH BOW ROAD	1.04	5,469.98	23	13,581.44	99.44	No Maintenance Required	\$0.00	LO
SPRINGER ROAD	0.28	1,493.30	30	4,977.67	63.67	Minor Rehabilitation	\$69,687.38	LO
SPRINGWOOD DRIVE	0.32	1,666.00	26	4,812.90	74.82	Preventative Maintenance	\$28,877.38	LO
SPRUCE COURT	0.37	1,942.56	24	5,180.15	79.56	Preventative Maintenance	\$31,080.92	LO/CS/DE
STEARNS AVENUE	0.09	471.55	18	943.09	16.08	Major Rehabilitation	\$37,723.66	LO
STEVENS DRIVE	0.19	995.08	24	2,653.56	76.42	Preventative Maintenance	\$15,921.34	LO
STIRLING AVENUE	0.85	4,496.70	22	10,991.94	79.11	Preventative Maintenance	\$65,951.65	LO
SUMMERFARE STREET	0.43	2,279.56	26	6,585.39	72.61	Preventative Maintenance	\$39,512.33	LO
SUMMIT DRIVE	0.17	887.10	22	2,168.47	77.06	Preventative Maintenance	\$13,010.82	LO

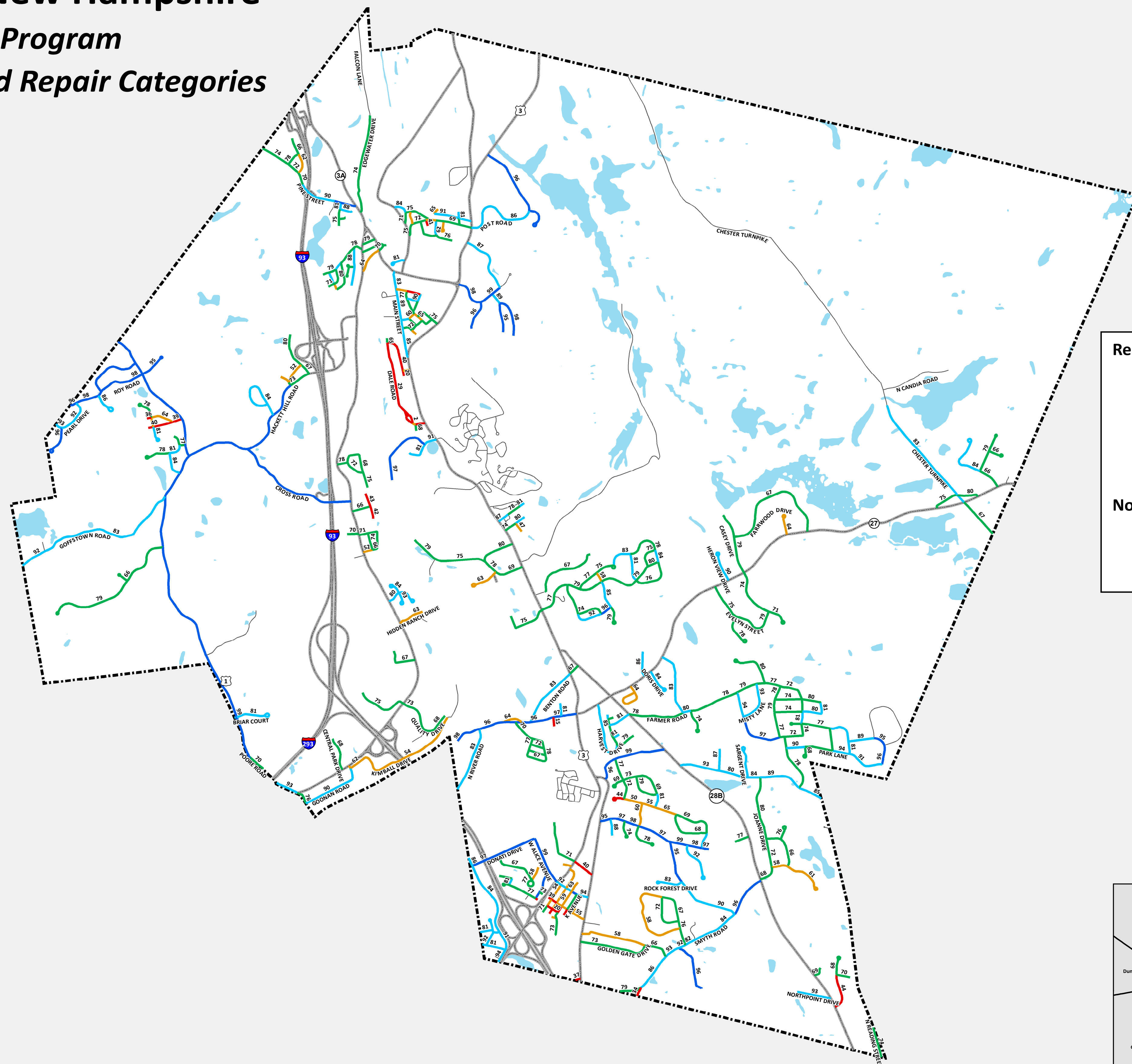
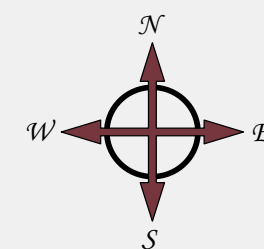
ManageMyRoads by BETA

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SUNBURST LANE	0.24	1,251.97	26	3,616.79	79.06	Preventative Maintenance	\$21,700.75	LO
SUNRISE BOULEVARD	0.28	1,489.17	26	4,302.04	80.67	Routine Maintenance	\$2,151.02	LO
SUSAN AVENUE	0.04	187.18	18	374.36	50.46	Minor Rehabilitation	\$5,241.11	LO/CS/DE
SUTTON CIR	0.10	533.19	30	1,777.29	70.47	Preventative Maintenance	\$10,663.72	LO/CS/DE
TECHNOLOGY DRIVE	0.37	1,956.60	30	6,521.99	74.56	Preventative Maintenance	\$39,131.93	LO/CS/DE
THISTLE LANE	0.17	888.91	22	2,172.88	74.93	Preventative Maintenance	\$13,037.30	LO
THOMPSON AVENUE	0.18	942.21	20	2,093.80	44.08	Major Rehabilitation	\$83,752.06	LO
UNIVERSITY CIRCLE	0.75	3,978.41	27	12,300.21	88.96	Routine Maintenance	\$6,150.10	LO
VALLEY VIEW DRIVE	0.11	565.71	30	1,885.70	71.84	Preventative Maintenance	\$11,314.22	LO/CS/DE
VETERANS DRIVE	0.14	748.30	24	1,995.47	80.86	Routine Maintenance	\$997.73	LO/CS/DE
VIEWPOINT DRIVE	0.25	1,342.81	25	3,796.00	70.88	Preventative Maintenance	\$22,775.97	LO
VIRGINIA COURT	0.52	2,759.40	27	8,351.55	86.44	Routine Maintenance	\$4,175.77	LO
VISTA DRIVE	0.14	727.33	22	1,777.91	76.29	Preventative Maintenance	\$10,667.46	LO
W ALICE AVENUE	0.36	1,885.09	34	7,121.46	99.35	No Maintenance Required	\$0.00	LO
W RIVERBANK ROAD	0.11	570.95	24	1,522.54	75.71	Preventative Maintenance	\$9,135.23	LO
W STEARNS AVENUE	0.31	1,654.92	20	3,677.59	75.04	Preventative Maintenance	\$22,065.56	LO/CS/DE
WATER PRECINCT ACCESS ROAD	0.34	1,815.79	28	5,649.12	76.20	Preventative Maintenance	\$33,894.71	LO
WAYNES WAY	0.11	561.87	30	1,872.91	77.41	Preventative Maintenance	\$11,237.47	LO/CS/DE
WEDGEWOOD CIRCLE	0.05	249.37	30	831.24	67.61	Preventative Maintenance	\$4,987.46	LO/CS/DE
WELKIN RING	0.14	728.53	24	1,942.75	77.03	Preventative Maintenance	\$11,656.49	LO
WEST BANK ROAD	0.12	628.33	28	1,954.79	74.97	Preventative Maintenance	\$11,728.74	LO/CS/DE
WEST HALE AVENUE	0.03	148.78	24	396.74	73.21	Preventative Maintenance	\$2,380.46	LO/CS/DE
WHITEHALL TERRACE	0.48	2,509.33	22	6,133.92	82.87	Routine Maintenance	\$3,066.96	LO
WIMBLEDON HEIGHTS	0.25	1,302.46	26	3,762.65	78.08	Preventative Maintenance	\$22,575.92	LO/CS/DE
WINTER DRIVE	0.32	1,712.95	29	5,519.50	67.58	Preventative Maintenance	\$33,116.99	LO
WOODCREST DRIVE	0.09	497.25	22	1,215.49	79.80	Preventative Maintenance	\$7,292.96	LO/CS/DE
WOODSTONE TERRACE	0.16	859.96	23	2,197.67	87.43	Routine Maintenance	\$1,098.83	LO/CS/DE
ZAPORA DRIVE	0.56	2,941.89	25	8,397.22	98.71	No Maintenance Required	\$0.00	LO

Town of Hooksett, New Hampshire

Pavement Management Program

Road Surface Ratings and Repair Categories



Repair Category

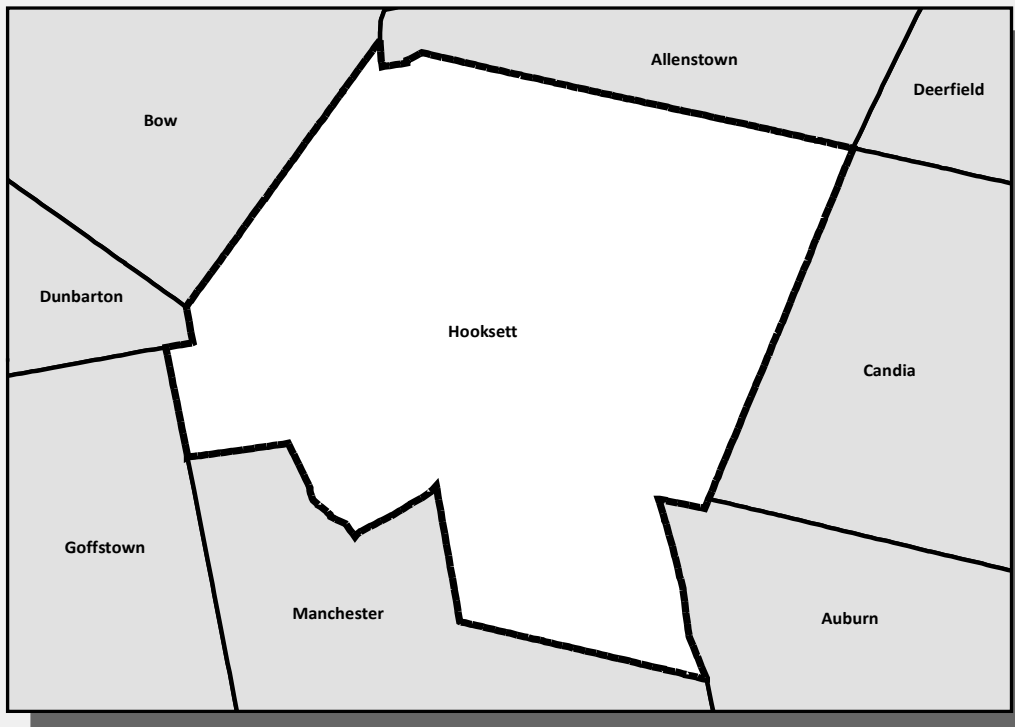
- No Maintenance Required (94-100)
- Routine Maintenance (80-94)
- Preventative Maintenance (65-80)
- Minor Rehabilitation (45-65)
- Major Rehabilitation (0-45)

Non-Inspected Roadways

- Gravel Roadway (Town Accepted)
- State
- Other (Private, School, etc)

DRAFT
 Date of Inspections: Fall 2019
 Issue Date: March 9, 2020
 This Map is Intended for Planning Purposes Only

0 0.5 1 Miles



Town Council

STAFF REPORT



To: Town Council
Title: Riverside Drive Fire Station Driveway Improvements Project Award for \$52,234.00
Meeting: Town Council - 27 May 2020
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

The Town received proposals to reclaim and replace the pavement and gravel of the Hooksett Fire Station driveway located at #1 Riverside Drive in Hooksett, New Hampshire. We also requested a separate cost to expand the driveway toward the railroad tracks and along the right-hand side of the building.

The project was advertised in the Manchester Union Leader on April 12, 2020. It was also put on the Town website and sent to three contractors that do reclaiming work. Two bids were received. The low bidder was Advanced Excavating and Paving, LLC for \$39,982.20 (base bid) plus \$12,252.50 additive alternate for widening of the driveway for a total cost of \$52,234.00. See below:

Contractor	Base Bid:	Add. Alt.(expand parking lot toward the railroad tracks):	Total:
Advanced Excavating:	\$39,982.20	\$12,252.50	\$52,234.00
Jennings Excavating:	\$88,883.83	\$6,781.25	\$95,665.08

The Staff recommends awarding the contract to Advanced Excavating for the Base Bid of \$39,982.20 and Additive Alternate of \$12,252.5 for a total contract award price of \$52,234.00. Note that every effort was made to acquire three bids. Since only two were received, we are recommending that the requirement of having three bids be waived.

FINANCIAL IMPACT:

The award price of \$52,234.00 will be funded as follows:

DPW Paving Account:	\$40,000.00
Building Maintenance account:	\$2,234.00
Road Maintenance/Stormwater operating funds:	\$10,000.00

Total: **\$52,234.00**

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To waive the requirement of three competitive bids and to award the Riverside Fire Station Driveway Improvements Project contract to Advanced Excavating and Paving, LLC for the Base Bid and Additive Alternate price of \$52,234.00.

SUGGESTED MOTION:

Motion to waive the requirement of three competitive bids and to award the Riverside Fire Station Driveway Improvements Project contract to Advanced Excavating and Paving, LLC for the Base Bid and Additive Alternate price of \$52,234.00.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Memo - Fire Station Driveway Award Recommendation](#)

[001 Fire Station BID TABULATION](#)

[Contract - Riverside Fire Station Driveway Improvements Project](#)

**Town of Hooksett
Community Development**

Memo

To: Andre Garron, Town Administrator
From: Bruce A. Thomas, P.E., Town Engineer
Cc: Earl Lebonte, Christine Soucy
Date: May 13, 2020, Rev.5-14-20
Re: Fire Station Driveway Bid Results

Bids for the referenced project were opened on May 6, 2020 at 2pm. A bid canvass and bid tabulation is attached. Two bids were received. These were:

Jennings Excavating:
Base Bid: \$88,883.83
Add. Alt.: \$6,781.25
Total: \$95,665.08

Advanced Excavating:
Base Bid: \$39,982.20
Add. Alt.: \$12,252.50
Total: \$52,234.00

The proposal states awarding based on Base Bid amount.

Advanced did not note that Addendum #1 was received, but that was to reduce the thickness of the pavement (their bid is based on thicker pavement). I would note that the title for Addendum #1 was incorrectly titled "Donati Park Concession Stand", so they may have been confused as a result.

Jennings noted that the Addendum was received (although the note was written in the wrong location. They also did not include any company background information that was requested.

I recommend awarding to Advanced Excavating for the Base Bid and Additive Alternate in the amount of \$52,234.00

The award price of \$52,234.00 will be funded as follows:

DPW Paving Account:	\$40,000.00
Building Maintenance account:	\$2,234.00
Road Maintenance/Stormwater operating funds:	\$10,000.00
Total:	\$52,234.00

Please contact me with any questions that you may have.

**Town of Hooksett - Public Works Department
Fire Station Driveway Improvements Project
BID TABULATION**

BASE BID

ITEM	DESCRIPTION	QUANTITY	UNITS	ENGINEER'S EST.		ADVANCED EXC.		JENNINGS CONST.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
203.1	Common Excavation	115	CY	\$25.00	\$2,875.00	\$40.00	\$4,600.00	\$56.50	\$6,497.50
304.3	Crushed Gravel	78.1	CY	\$60.00	\$4,686.00	\$50.00	\$3,905.00	\$174.50	\$13,628.45
306.112	Reclaimed Stabilized Base	442.4	SY	\$5.00	\$2,212.00	\$8.00	\$3,539.20	\$3.70	\$1,636.88
403.12	Hot Bituminous Pavement	77	TON	\$120.00	\$9,240.00	\$175.00	\$13,475.00	\$569.25	\$43,832.25
608.13	3" Bituminous S.W. with 6" Crushed Gravel	47.8	SY	\$100.00	\$4,780.00	\$85.00	\$4,063.00	\$46.25	\$2,210.75
608.54	Tactile Warning Surfaces (2' x 4')	1	EA	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$748.00	\$748.00
609.5	Remove and Reset Granite Curb	12	LF	\$50.00	\$600.00	\$50.00	\$600.00	\$244.00	\$2,928.00
628.2	Sawed Bituminous Pavement	100	LF	\$5.00	\$500.00	\$6.00	\$600.00	\$5.95	\$595.00
692	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$12,382.00	\$12,382.00
1001	Reinforced Concrete Slabs Incl. Installation	3	EA	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$1,475.00	\$4,425.00
	TOTAL:				\$31,893.00		\$39,982.20		\$88,883.83

ADDITIVE ALTERNATE- EXPAND PARKING LOT ALONG EAST SIDE OF SITE

ITEM	DESCRIPTION	QUANTITY	UNITS	ENGINEER'S EST.		ADVANCED EXC.		JENNINGS CONST.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
203.1	Common Excavation	65	CY	\$25.00	\$1,625.00	\$40.00	\$2,600.00	\$11.85	\$770.25
304.3	Crushed Gravel	65	CY	\$60.00	\$3,900.00	\$50.00	\$3,250.00	\$29.00	\$1,885.00
403.12	Hot Bituminous Pavement	22.3	TON	\$120.00	\$2,676.00	\$175.00	\$3,902.50	\$185.00	\$4,125.50
692	Mobilization	1	LS	\$2,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00
	TOTAL:				\$9,201.00		\$12,252.50		\$6,781.75

TOTAL: BASE BID AND ADDIIVE ALTERNATE:	\$41,094.00	\$52,234.70	\$95,665.58
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Prepared by:
PUBLIC WORKS DEPARTMENT
210 WEST RIVER ROAD
HOOKSETT, NH 03106
(603) 668-8019

CONTRACT AGREEMENT

Bid #20-06 Fire Station Driveway Drainage Improvements Project

Contract Documents – Town of Hooksett, NH - Fire Station Driveway Improvements Project

Introduction

The Town of Hooksett is seeking a proposal to reclaim and replace a portion of the pavement and replace other sections of pavement and gravel of the Hooksett Fire Station driveway located at #1 Riverside Drive in Hooksett, New Hampshire.

Scope of Work

The Town of Hooksett is requesting bids for:

Reclaim 3,768 square feet of pavement to a depth of 6". Excavate 9" of additional material to a depth of 15". Discard the additionally excavated material. Augment reclaimed material with crushed gravel and install 12" of augmented material in the 3,768 square feet area. Install 2 inches of binder pavement and a 1" wearing course.

Install three 12' long, 6' wide reinforced concrete slabs, one in each garage doorway of the fire station over 6" if compacted crushed gravel.

Common Excavation for the reclaiming work is subsidiary to the Reclaiming Item. Work to excavate the additional 9" of material (to a depth of 15") shall be paid under the Common Excavation item.

Remove 72 square feet of the existing sidewalk material remove and reset approximately 12 LF of granite curb and install 6" of crushed gravel, 3 inches of binder and 2 inches of wearing course and a truncated dome panel. This work shall be done to National ADA standards

All finish grades shall be approximately the same as existing grades.

Common excavation, crushed gravel and pavement costs for the sidewalk are included in the sidewalk bid item.

Additive Alternate:

The Town is requesting a separate price for the following work. Along the east side of the fire station and parking lot, remove 1,172 square feet of material and install 18" of crushed gravel, 3 inches of binder and 2 inches of wearing course.

Specifications

Specifications for this project are not meant to be all inclusive. All specifications not addressed in the bid must be noted on the vendor's proposal. Construction shall be in accordance with the Town of Hooksett Standard Specifications for Construction and NHDOT Standard Specifications for Roadway and Bridge Construction (current version).

A typical Standard Contract is attached to this RFP. The contractor shall provide a certificate of insurance with requirements as specified in this RFP naming the Town as additional insured.

The work shall be coordinated with Bruce A. Thomas, P.E. Town Engineer, bthomas@hooksett.org, (603) 419-4003. The work schedule shall be coordinated with Assistant Chief Steven Colburn of the Hooksett Fire Department, SColburn@hooksettfire.org, (603) 623-7272.

The Contractor shall complete a Town Excavation Permit at the Department of Public Works prior to the start of construction. The application fee will be waived for the Contractor.

The Contractor shall call Digsafe before starting the work.

The Town of Hooksett, Department of Public works will oversee the proposals and construction of the project.

The contract will be awarded based on the lowest BASE BID to do the work.

Vendor Qualifications

Please list all qualifications and financial stability and any references on similar projects.

Criteria for Reviewing Proposals

In reviewing proposals, the Town will carefully weigh:

1. Vendor's qualifications
2. Municipal experience
3. Pricing
4. Delivery of services

Inquiries

Inquiries pertaining to the Request for Proposal must cite the RFP title and acceptance date and be directed to Bruce A. Thomas, P.E. Town Engineer, bthomas@hooksett.org

Competition

It is the town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Engineer, bthomas@hooksett.org in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received not later than ten (10) days prior to the proposal acceptance date.

Reservation of Rights

The Town of Hooksett reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town.

Firm Pricing

Proposed fees must be firm for the Town acceptance for 60 days from acceptance date of proposals. Pricing must be inclusive, clear and concise, including such other information as requested or required.

Insurance

The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Hooksett as additional insured. The Contractor shall

maintain insurance coverage in the following amounts on an ISO Occurrence Form or equivalent during the duration of this contract or any other subcontracts this year.

Umbrella Insurance Coverage

Per Occurrence	\$1,000,000
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Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos:

Bodily Injury and Property Damage Liability Combined Single Limit (Per Occurrence)	\$ 1,000,000
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Workers Compensation/Employers Liability Insurance

Bodily Injury by Accident Each Accident (Coverage B – Employer's Liability)	\$500,000
Bodily Injury by Disease Aggregate Limit	\$500,000
Bodily Injury by Disease- Each Employee (Coverage A – Statutory)	\$500,000

Additionally, the Contractor shall carry, at his sole expense, all risk insurance for the full insurable value for damage or loss of personal property of contractor or under the control of or in the possession of contractor, including but not limited to materials, equipment, tools, supplies, scaffolding, and machinery.

Certificates of insurance shall be filed with the Contractor prior to the commencement of any work at the project location. The contractor's insurance policies under this provision must name the Town of Hooksett (TOWN) as an additional insured and must provide that such policies cannot be modified, cancelled or not renewed with less than thirty (30) days' notice of such action by mail to the TOWN.

Failure to maintain adequate insurance coverage shall be deemed to be a material breach of this Contract and the TOWN shall be entitled to withhold any and all further payments claimed to be due or owing pursuant to this contract.

Contractor's general liability insurance policy shall provide that it affords primary insurance and that the insurance company's liability shall not be reduced by the existence of other insurance carried by the Contractor applicable to the loss. Certificates for the contractor's general liability coverage shall be written on an "occurrence" basis.

To the fullest extent permitted by law, the Contractor shall acknowledges and agree that it shall defend, indemnify and hold harmless the TOWN and any of its officers, directors, employees, agents, affiliates, subsidiaries, and partners from and against all claims, damages, judgments liability, losses and expenses, including attorney's fees arising out of or resulting from, in whole or in part, any act or omission of the Contractor, its employees, agents, and subcontractors,

anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, provided that any such claim, damage, judgment liability, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than services itself) including loss of use.

INCLUDE ON CERTIFICATE OF INSURANCE UNDER "DESCRIPTION OF OPERATIONS":

Town of Hooksett, New Hampshire, 35 Main Street 03106 is included as an additional insured on the General Liability Policy for various work throughout the policy term.

Performance Bond Required:

The CONTRACTOR shall provide a Performance Bond for the amount of the base bid as part of this contract agreement where the Contractor shall guarantee his work for a period of two years after completion. A sample bond follows.

SAMPLE PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ of
_____ as principal(s)

And _____ corporation

Authorized to transact surety business in the State of New Hampshire as surety, are held and firmly bound unto the Town of Hooksett, NH Public Works Department, 210 West River Road, Hooksett, NH 03106, as Obligee, in the penal sum of _____ Dollars.(\$ _____), lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that Whereas the Principal is desirous of obtaining a license from the Town of Hooksett Department of Public Works to carry on business as _____
_____ for the term commencing on the _____ day of _____
_____ and ending on the _____ day of _____.

The Principal shall faithfully perform said work in all respects and shall guarantee his work for a period of two years after completion, against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Town Administrator or the Town Administrator's designee, and shall comply in all respects with the rules and regulations established relative to such work, and with the terms of the permits that may be issued to them.

NOW, THEREFORE, If Principal shall, during the aforesaid term, faithfully observe and honestly comply with such Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the bond shall be deemed canceled at the expiration of said period: the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, That this bond may be continued from year to year by certificate executed by the security heron:

SIGNED, SEALED AND DATED ON THIS _____ day of _____, _____.

By: _____ Title: _____
Company: _____

By: _____ Title: _____
Surety: _____

Submission Requirements

Pricing must be inclusive, clear and concise, including such other information as requested or required. Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP "**Bid 20-06 Fire Station Driveway Improvements**". Proposals must be received by the Town of Hooksett ON or BEFORE THE HOUR SPECIFIED ON THE ACCEPTANCE DATE. Proposals may be either mailed or hand delivered to the Town Hall, 35 Main Street, Hooksett, NH 03106, Attn: Andre Garron, Town Administrator.

Items Addressed

The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects and questions must be addressed:

- a) Name, address, telephone number, fax number and e-mail address of the company
- b) Three copies of the proposal must be submitted
- c) Name of contact person and telephone number for purposes of following up on proposal.
- d) Narrative including the qualifications of the company and municipal experience.
- e) Has the company been in bankruptcy, reorganization or receivership in the last five years? If so, please explain under what circumstances this disqualification or termination occurred.
- f) (3) Three copies of the proposal must be submitted.

Proposals must be received by the Town of Hooksett ON or BEFORE the hour specified on the acceptance date. Proposals may be either mailed to Andre Garron, Town Administrator, 35 Main Street, Hooksett, NH 03106, or hand delivered to the Municipal Center, 35 Main Street, Hooksett, NH, Attention: Andre Garron, Town Administrator

LATE BIDS WILL NOT BE ACCEPTED

Advised Excavating

TOWN OF HOOKSETT, NEW HAMPSHIRE
Fire Station Driveway Improvements Bid # 20-06

BASE BID - RECLAIMING, CONCRETE PADS, SIDEWALKS

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
203.1	C.Y	115	Common Excavation FORTY	\$40.00	\$4,600.00
			Dollars and ZERO Cents		
304.3	C.Y	78.1	Crushed Gravel FIFTY	\$50.00	\$3,905.00
			Dollars and ZERO Cents		
306.112	S.Y	442.4	Reclaimed Stabilized Base, Processed in Place EIGHT	\$8.00	\$3,539.20
			Dollars and ZERO Cents		
403.12	Ton	77	Hot Bituminous Pavement ONE HUNDRED SEVENTY FIVE	\$175.00	\$13,475.00
			Dollars and ZERO Cents		
608.13	S.Y.	47.8	3" Bituminous Sidewalk with 6" Crushed Gravel, Complete in Place EIGHTY FIVE	\$85.00	\$4,063.00
			Dollars and ZERO Cents		
608.54	EA	1	Tactile Warning Surfaces ONE THOUSAND TWO HUNDRED	\$1200.00	\$1200.00
			Dollars and ZERO Cents		
609.5	LF	12	Remove and Reset Granite Curb FIFTY	\$50.00	\$600.00
			Dollars and ZERO Cents		
628.2	LF	100	Sawed Bituminous Pavement SIX	\$6.00	\$600.00
			Dollars and ZERO Cents		
692	LS	1	Mobilization THREE THOUSAND FIVE HUNDRED	\$3500.00	\$3,500.00
			Dollars and ZERO Cents		
1001	EA	3	Reinforced Concrete Slabs Including Installation 12' x 6' x 8" Thick ONE THOUSAND FIVE HUNDRED	\$1500.00	\$4,500.00
			Dollars and ZERO Cents		

TOTAL BID AMOUNT: \$39,982.20
 (NUMERALS)

TOTAL BID AMOUNT: THIRTY NINE THOUSAND NINE HUNDRED EIGHTY TWO
 (WRITE OUT IN WORDS)
 DOLLARS AND TWENTY CENTS

TOWN OF HOOKSETT, NEW HAMPSHIRE

Fire Station Driveway Improvements Bid # 20-06

ADDITIVE ALTERNATE - EXPAND PARKING LOT ALONG EAST SIDE OF SITE

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
203.1	C.Y	65	Common Excavation RRTV	\$40 ⁰⁰	\$2,600.00
			Dollars and ZERO Cents		
304.3	C.Y	65	Crushed Gravel fifty	\$50 ⁰⁰	\$3,250.00
			Dollars and ZERO Cents		
403.12	Ton	22.3	Hot Bituminous Pavement ONE HUNDRED SEVENTY FIVE	\$175 ⁰⁰	\$3,902.50
			Dollars and ZERO Cents		
692	LS	1	Mobilization TWO THOUSAND FIVE HUNDRED	\$2,500 ⁰⁰	\$2,500.00
			Dollars and ZERO Cents		

ADDITIVE ALTERNATE

TOTAL BID AMOUNT: \$12,252.50
(NUMERALS)

TOTAL BID AMOUNT: TWELVE THOUSAND TWO HUNDRED FIFTY TWO DOLLARS
(WRITE OUT IN WORDS) AND FIFTY CENTS

TOTAL: BASE BID AND ADDITIVE ALTERNATE

TOTAL BID AMOUNT: \$52,234.10
(NUMERALS)

TOTAL BID AMOUNT: FIFTY TWO THOUSAND TWO HUNDRED THIRTY FOUR
(WRITE OUT IN WORDS) DOLLARS AND SEVENTY CENTS

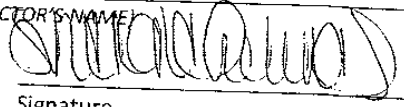
DATE SUBMITTED: May 6, 2020

RESPECTIVELY SUBMITTED: Advanced Excavating & Paving LLC

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Sharon A. Gelinis

Print Representative's Name and Title



Signature

PO Box 581 166 Granite Street Suncook NH 03275

Address / Street-City-Zip Code

603-485-9755

Telephone Number

sharon@advepinc.com

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.



STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder: **Advanced Excavating & Paving LLC**
2. Permanent Main Office Address: **166 Granite Street – Allenstown, NH 03275**
3. Form of Entity: **Limited Liability Company**
4. When Organized: **August 1992**
5. Where Organized: **New Hampshire**
6. When Incorporated: **January 1998, converted to LLC in 2017**
7. How many years have you been engaged in the contracting business under your present name;
also state names and dates of previous firm names, if any: **27 Years**
8. General Character of Work Performed by your Company: **Residential & Commercial Excavating
& Paving**
9. Have you ever failed to complete any work awarded to you: **No**
10. Have you ever defaulted on a contract: **No**
11. Have you ever failed to complete a project in the time allotment according to the contract
documents: **No**
12. List the most important contracts recently executed by your company, stating approximate cost
for each and the month and year complete. **See Attached**
13. List your major equipment available for this contract. **See Attached**
14. List your key personal as projected superintendent and foreman:
Bill Gelinas, John Barnes, Jeff Fleury, Frank Rawson

166 GRANITE STREET ALLENSTOWN, NH 603-485-9755 FAX 603-485-5579



Advanced Excavating & Paving, LLC has been in business since 1992. We currently have 40 very experienced employees and a long list of construction equipment available for many projects such as reclaiming, grading, paving and excavation. We are a prequalified contractor with NHDOT.

Advanced Excavating & Paving, LLC has never failed to complete any work awarded to us.

Advanced Excavating & Paving, LLC has never claimed bankruptcy nor has its owners/officers.

Bill Gefinas, owner & company supervisor – Bill has more than 30 years in the industry as a laborer, equipment operator, foreman and supervisor/manager in the construction industry. Bill oversees all operations of the company on a daily basis.

Frank Rawson, paving foreman – Frank has over 30 years in the industry as a laborer, equipment operator and foreman. Frank supervises the paving crew generally consisting of a dozen employees and the various projects assigned to it ranging from driveways to parking lots to municipal roads.

John Barnes, excavation foreman & estimator– John has over 25 years in the industry as a laborer, equipment operator and foreman. John supervises an excavation crew generally consisting of six employees and the various projects assigned to it ranging from residential excavation & drainage work to municipal site work and road construction.

Advanced Excavating & Paving, LLC provides a one year warranty against any defect in workmanship.

ADVANCED EXCAVATING & PAVING INC
RECENT JOBS & REFERENCES

2016

Town of Allenstown Ron Pelissier #765-9506	Reconstruction of Ferry Street, River Road and various other paving projects in town	\$357,000.00
Andrews Construction John Landry #455-8804	Reclaim, fine grade and paving of various projects	\$577,000.00
Cedar Management Al O'Brien #485-8503	Reclaim, fine grade, paving and drainage installation of various projects	\$110,000.00
Eastern Excavation Bill Martel #817-3425	Site work and paving of various projects	\$144,000.00
FL Merrill Construction Frank Merrill #228-5558	Reclaim, fine grade and paving various projects	\$308,000.00
Town of Hooksett Jim Donison #485-8471X241	Main Street and Martins Ferry Rd reconstruction projects	\$845,000.00
Leighton White Construction Jeff Deardorff #493-6924	Reclaim, fine grade and paving of various projects	\$463,000.00
John Lyman & Sons Jim Lyman #524-4314	Reclaim, fine grade and paving of various projects	\$382,000.00
Milestone Engineering & Construction Geoff Lemay #226-3877	Site work and paving for various projects	\$322,000.00
Town of Pembroke Jim Boisvert #485-4422	Reclaim, fine grade and paving of various town roads	\$258,000.00
Pembroke Water Works Matt #485-3362	Installation of water line & services	\$176,000.00
City of Portsmouth Dave Desfosses #427-1530	Sidewalk reconstruction and various paving projects	\$305,000.00
RH White Construction Dan Labrecque #396-2928	Various paving projects	\$158,000.00
Socha Companies Will Socha #627-8993	Various paving projects	\$126,000.00
SUR Construction Inc Bill Creteau #332-4554	Reclaim, milling and paving various projects	\$762,000.00
Town of Auburn Mike Dross #483-5052	Reclaim, fine grade and pave various town roads	\$430,000.00
Town of Barrington Peter Cook #664-0148	Reclaim, fine grade and pave various town roads	\$739,000.00

2016 Continued

Town of Canterbury Jim Sawicki #783-4123	Reclaim/pave/overlay various town roads	\$158,000.00
Town of Deering Ben Knapp #464-5740	Reclaim, fine grade and pave various town roads	\$80,000.00
Town of Dunbarton Jeff Crosby #496-6587	Overlay various town roads	\$247,000.00
Town of Francestown Gary Page #547-8841	Reclaim, fine grade and pave various town roads	\$106,000.00
Town of Loudon Lance Houle #783-4568	Reclaim/pave/overlay various town roads	\$156,000.00
Town of Milford Rick Riendeau #673-1662	Reclaim, fine grade and pave various town roads	\$225,000.00
Town of Mont Vernon Mike #673-5995	Reclaim, fine grade and pave various town roads	\$188,000.00
Town of New Boston Dick Perusse #652-4262	Reclaim, fine grade and pave various town roads	\$256,000.00
Town of Temple Tim Fiske #396-0857	Reclaim, fine grade and pave various town roads	\$76,000.00
Villages at Lake Forest Tim Kleiner #362-6565	Road reconstruction and overlay	\$178,000.00

2017

Town of Allentown Ron Pelissier #765-9506	Reclaim, fine grade and pave various town roads	\$303,000.00
AHO Construction Ray Aho #878-3150	Reclaim, fine grade and pave various projects	\$134,000.00
Andrews Construction John Landry #455-8804	Reclaim, fine grade and pave various projects	\$550,000.00
Barrington School District Paul Sanders #396-7257	Reconstruction of parking lot	\$350,000.00
Cedar Management Al O'Brien #485-8503	Reclaim, fine grade and drainage of various projects	\$346,000.00
Circle T Car Wash Tony Crawford #321-7233	Site work and paving for new car wash facility	\$277,000.00
Eastern Excavation Bill Martel #817-3425	Site work and paving for various projects	\$272,000.00

2017 continued

Town of Epsom Gordon Ellis #545-4302	Reclaim, fine grade and pave various roads	\$422,000.00
FL Merrill Construction Frank Merrill #228-5558	Reclaim, fine grade and pave various projects	\$113,000.00
George Cairns & Sons Jim DeWever #421-1888	Reclaim, fine grade and pave various projects	\$254,000.00
Town of Hooksett Jim Donison #485-8471x241	Reconstruction of town roads and sidewalks	\$815,000.00
Langley Construction Steve Langley #497-2018	Site work and paving for various projects	\$347,000.00
Leighton White Jeff Deardorff #493-6924	Reclaim, fine grade and paving various projects	\$397,000.00
John Lyman & Sons Jim Lyman #524-4314	Reclaim, fine grade and paving various projects	\$591,000.00
Milestone Engineering & Construction Geoff Lemay #226-3877	Site work and paving for various projects	\$269,000.00
Mountainshade LLC Keith Dupuis #531-6719	Reclaim, fine grade and paving various projects	\$168,000.00
Pembroke School District Josh Coughlin #485-7881	Reconstruction of parking lot	\$100,000.00
Town of Pembroke Jim Boisvert #485-4422	Reconstruction and paving various town roads	\$187,000.00
SUR Construction Bill Creteau #332-4554	Reclaim, fine grade and pave various projects	\$850,000.00
Town of Auburn Mike Dross #483-5052	Reclaim, fine grade and pave various town roads	\$338,000.00
Town of Canterbury Jim Sawicki #783-4123	Reclaim, fine grade and pave various town roads	\$149,000.00
Town of Deering Ben Knapp #464-5740	Reclaim, fine grade and pave various town roads	\$144,000.00
Town of Dunbarton Jeff Crosby #496-6587	Reclaim, fine grade and pave various town roads	\$250,000.00
Town of Frankestown Gary Page #547-8841	Reclaim, fine grade and paving various town roads	\$81,000.00
Town of Milford Rick Riendeau #673-1662	Reclaim, fine grade and pave various town roads	\$773,000.00

2017 continued

Town of Mont Vernon Mike #673-5995	Reclaim, fine grade and pave various town roads	\$175,000.00
Town of New Boston Dick Perusse #652-4262	Reclaim, fine grade and pave various town roads	\$199,000.00
Town of Nottingham Chris #679-5022	Reconstruction and drainage of Lake View Drive	\$245,000.00
WF Grace Construction Bill Grace #860-9631	Reclaim, fine grade and pave various projects	\$492,000.00

2018

Andrews Construction John Landry #455-8804	Reclaim, fine grade and pave various projects	\$578,000.00
Bedford School District Todd Zollman #472-3755	Reconstruction and drainage of playground loading dock areas	\$305,000.00
Daniels Construction Barry Sleath #802-291-3921	Reclaim, fine grade and pave various projects	\$105,000.00
Eastern Excavation Bill Martel #817-3425	Reclaim, fine grade and pave various projects	\$122,000.00
Jeremy Hiltz Construction Will Hess #968-9694	Reclaim, fine grade and pave various projects	\$300,000.00
Langley Construction Steve Langley #497-2018	Site work, drainage and pave various projects	\$365,000.00
Leighton White Jeff Deardorff #493-6924	Reclaim, fine grade and pave various projects	\$400,000.00
John Lyman & Sons Jim Lyman #524-4314	Reclaim, fine grade and pave various projects	\$600,000.00
Mountainshade LLC Keith Dupuis #531-6719	Reclaim, fine grade and pave various projects	\$170,000.00
Shumway Construction Mike Shumway #234-5921	Reclaim, fine grade and pave various projects	\$480,000.00
State of NH Dept of Admin Scott Carri #271-7433	Reconstruction of parking lot	\$574,000.00
SUR Construction Bill Creteau #332-4554	Reclaim, fine grade and pave various projects	\$220,000.00
Town of Auburn Mike Dross #483-5052	Reclaim, fine grade and pave various town roads	\$350,000.00

2018 continued

Town of Dunbarton Jeff Crosby #496-6587	Reclaim, fine grade and pave various town roads	\$157,000.00
Town of Epsom Gordon Ellis #545-4302	Reclaim, Fine grade and pave various town roads	\$300,000.00
Town of Francestown Gary Page #547-8841	Reclaim, fine grade and pave various town roads	\$240,000.00
Town of Greenville Tom Plourde #878-9981	Overlay various town roads	\$130,000.00
Town of Lyndeborough Russ Boland #654-5955	Reclaim, fine grade and pave various town roads	\$153,000.00
Town of Milford Rick Riendeau #673-1662	Reclaim, fine grade, milling and paving various town roads	\$760,000.00
Town of Mont Vernon Mike #673-5995	Reclaim, fine grade and pave various town roads	\$263,000.00
Town of New Boston Dick Perusse #652-4262	Reclaim, fine grade and pave various town roads	\$381,000.00
Town of Nottingham Chris #679-5022	Reconstruction and drainage of Cooper Hill Rd, pave various town roads	\$425,000.00
WF Grace Construction Bill Grace #860-9631	Reclaim, fine grade and pave various projects	\$490,000.00

2019

Andrews Construction John Landry #455-8804	Reclaim, fine grade and pave various projects	\$923,000.00
Casella Waste Management Mike Walsh #207-553-9898	Excavation, drainage & paving	\$112,000.00
City of Manchester Owen Friend-Gray #624-6444	Excavtion, drainage & reconstruction of school parking lot. Shim and overlay various streets	\$976,000.00
Daniels Construction Barry Sleath #802-291-3921	Reclaim, fine grade and pave various projects	\$120,000.00
Eastern Excavation Bill Martel #817-3425	Reclaim, fine grade and pave various projects	\$109,000.00
Evergreen Harvard Group Lee Matthews #622-7001	Reclaim & pave condominiums complex parking	\$131,000.00
FL Merrill Construction Frank Merrill #228-5558	Reclaim, fine grade and pave various projects	\$115,000.00

2019 continued

Great North Property Mgmt Tracey Madden #404-0020	Excavation, drainage & paving for condominium parking areas	\$206,000.00
Town of Hooksett Bruce Thomas #485-8471	Reconstruction of town roads and sidewalks	\$634,000.00
Jeremy Hiltz Construction Will Hess #968-9694	Reclaim, fine grade and pave various projects	\$228,000.00
Keystone Builders Bob MacCormack #978-663-9530	Site work & paving for new road and condominium complex	\$838,000.00
Langley Construction Steve Langley #497-2018	Site work, drainage and pave various projects	\$424,000.00
Leighton White Jeff Deardorff #493-6924	Reclaim, fine grade and pave various projects	\$625,000.00
John Lyman & Sons Jim Lyman #524-4314	Reclaim, fine grade and pave various projects	\$397,000.00
Mountainshade LLC Keith Dupuis #531-6719	Reclaim, fine grade and pave various projects	\$340,000.00
Town of Pembroke Jim Boisvert #485-4422	Excavation, drainage, reclaim, fine grade and paving of various town roads	\$505,000.00
City of Portsmouth Dave Desfosses #427-1530	Sidewalk reconstruction, drainage and various paving projects	\$562,000.00
Shumway Construction Mike Shumway #234-5921	Reclaim, fine grade and pave various projects	\$141,000.00
Socha Companies Will Socha #627-8993	Fine grade and pave various projects	\$111,000.00
SUR Construction Bill Cretau #332-4554	Reclaim, fine grade and pave various projects	\$857,000.00
SUR West Erika Payne #357-7950	Reclaim, fine grade and pave various projects	\$390,000.00
Town of Auburn Mike Dross #483-5052	Reclaim, fine grade and pave various town roads	\$298,000.00
Town of Bennington Chris Davies #588-2660	Reclaim, fine grade and pave various town roads	\$125,000.00
Town of Deering Brian Houghton #464-5740	Reclaim, fine grade and pave various town roads	\$123,000.00
Town of Dunbarton Jeff Crosby #496-6587	Reclaim, fine grade and pave various town roads	\$282,000.00

2019 continued

Town of Loudon Russ Pearl #783-4568	Reclaim, fine grade and pave various town roads	\$421,000.00
Town of Lyndeborough Russ Boland #654-5955	Reclaim, fine grade and pave various town roads	\$170,000.00
Town of New Boston Dick Perusse #652-4262	Reclaim, fine grade and pave various town roads	\$197,000.00
Town of Nottingham Chris #679-5022	Reconstruction and drainage of Ledge Farm Rd, pave various town roads	\$450,000.00
WF Grace Construction Bill Grace #860-9631	Reclaim, fine grade and pave various projects	\$426,000.00

Advanced Excavating & Paving LLC Equipment List

Trucks		Equipment	
2006	Chevy Silverado pick-up	1987	John Deere Grader
2007	Chevy 3500 CLA one ton	1998	Leeboy grader
2008	Chevy K23HD pick-up	2003	John Deere grader w/ Blade Pro
2009	Chevy SIL3500 pick-up	2015	John Deere grader w/ Blade Pro
2009	GMC Sierra pick-up	2016	Leeboy grader
2011	Chevy SIL3500 tool truck	1997	Cat 330B Excavator
2011	GMC one ton	1999	Hitachi 270 excavator
2012	GMC Sierra pick-up	2004	Hitachi 270 excavator
2013	Chevy K3500 tool truck	2007	Hitachi clean up machine
2013	Chevy one ton dump	2012	Volvo excavator
2015	GMC Sierra pick-up	2014	Hitachi excavator
2015	Chevy 3500 one ton	2015	Case backhoe
2015	International Terrastar flatbed	2016	Takeushi excavator
2016	Chevy Silverado pick-up (1)	2016	Hitachi Z210
2016	Chevy Silverado pick-up (2)	2017	Komatsu excavator
2016	Chevy crew one ton	2011	Midland road widener
2016	Chevy one ton	2012	Komatsu loader
2016	GMC Sierra 2500	2013	Komatsu loader
2017	GMC Sierra pick-up	2016	Takeushi loader
2017	Chevy one ton	2016	Komatsu loader
2018	GMC Canyon	2000	Leeboy tack tank
2019	Chevy Silverado	2009	Leeboy tack tank
2019	GMC Sierra 2500	2005	Cat reclaimers
2020	International Utility Truck	2014	Wirgen reclaimers
1998	Kenworth W900 tractor	2007	Rosco challenger broom
2006	International tractor	2009	Miller offset curb machine
2010	Peterbilt 389 tractor	2012	Wirgen milling machine
2013	Peterbilt 389 tractor	2017	Roadtech mill
1997	International triaxle dump	2000	Reed screen all
2003	Peterbilt 379 triaxle dump	2002	Ingersoll Rand compressor
2004	Freightliner triaxle dump	2017	Cement Mixer
2005	International triaxle dump		TD9H dozer
2007	Freightliner triaxle dump	1989	John Deere dozer
2007	Kenworth triaxle dump	2001	Cat D5 Dozer
2017	Peterbilt 367 triaxle dump	2009	Cat dozer
2018	Peterbilt 367 triaxle dump	2014	Komatsu dozer
2020	Peterbilt 367 triaxle dump	2014	Ray Tech hot box
2020	Peterbilt 367 triaxle dump	2014	Ray Tech infrared heater
1987	Mack water truck	2015	Super shot joint machine
2005	Cat 735 Rock Truck	2007	Vogele sidewalk paver
2016	International tack truck		
		2016	Cat paver
		2017	Leeboy paver
		2017	RoadTech Paver
		2019	Leeboy paver
		2001	Hamm vibratory roller
		2004	Cat asphalt drum compactor
		2006	Cat pneumatic compactor
		2008	Hammsoil compactor
		2009	Hamm vibratory roller
		2010	Hamm roller
		2011	Hamm roller
		2013	Hamm roller
		2014	Hamm roller
		2014	Hamm roller
		2014	Beuthling roller
		2015	Case roller
		2015	Sakai roller
		2015	Sakai roller
		1998	Bobcat 751
		2008	Bobcat S250
		2011	Bobcat S250
		2013	Bobcat S750
		2013	Bobcat E45
		2015	Bobcat T740
		2016	Bobcat T740
		2018	Bobcat S770

TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

Project: #20-06 Town of Hooksett Fire Station Driveway Improvements

THIS CONTRACT AGREEMENT is made and entered into at **Hooksett, NH** this ____th day of _____ by and between the Town of Hooksett, NH hereinafter designated TOWN, and **Advanced Excavation and Paving, LLC** herein after designated CONTRACTOR, as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to furnish all labor, materials, equipment and services necessary for performance of the following portion of the work described in the Contract titled "**Bid #2020-6, Fire Station Driveway Improvements Project**" between TOWN and the CONTRACTOR. **This contract is for the work specified in the Base Bid and the Additive Alternate for \$52,234.00.**

2. SPECIAL CONDITIONS:

3. **DEBRIS AND CLEAN UP.** CONTRACTOR agrees to keep any and all debris resulting from its work cleaned up at all times, or to accept charges for clean-up by the TOWN and to place all garbage and debris in contractor provided refuse bin or designated area .

4. **SCHEDULING.** Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the TOWN's Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

5. **TAXES, INSURANCE, PERMITS AND LICENSES.** CONTRACTOR shall take out and pay for Workers' Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

6. **PRICE AND PAYMENT.** TOWN shall pay CONTRACTOR for its performance of this Contract the sum of **\$52,234.00.**

Progress payments on this Contract will be made once a month, based upon the Contractor's estimate of the percentage of the Contract performed, less 10% to be retained until the completion of CONTRACTOR's work and approval thereof by the TOWN. Retention's shall be paid to CONTRACTOR within 30 days after CONTRACTOR's work has been completed and approved by the TOWN. No payments other than on or about the 15th of each month unless expressly provided for here.

7. **EXTRA WORK.** No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

8. **GUARANTY.** The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR's work under this Contract after the date of final acceptance by the TOWN. In addition, the CONTRACTOR shall provide a \$5,000.00 Bond as part of the Trench Excavation Permit which shall be effective for a 30 month period.

9. **DEFAULTS AND TERMINATION.** In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to furnish labor and materials at and when required under the terms of this Contract, the TOWN may at its election takeover said Contract, complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Contract against the CONTRACTOR, and CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

10. **INDEMNITY. To the fullest extent of the law.** CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their consultants, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR's employees, CONTRACTOR's Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

11. **ASSIGNMENT.** CONTRACTOR may not assign this Contract.

12. SAFETY: CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its

subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTORS to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker's compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury or illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

13. INSURANCE AND LICENSE INFO:

Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm that the TOWN is named as an Additional Insured on the CONTRACTOR's Comprehensive General Liability Insurance policy. The CONTRACTOR's policies must contain standard contractual liability insurance coverage as respects construction agreements.

The CONTRACTOR shall sign the Contract Insurance Requirements form (See attached) with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE Contractor's License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

14. PAYMENT TERMS: Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10th of the following month. Any

payments due under this contract shall be subject to TOWN's receipt of all requirements in Paragraph # 14. No payment shall be made unless TOWN is in receipt of same, or if TOWN should receive notice of cancellation of any required coverage. **No faxed invoices will be accepted.**

The CONTRACTOR shall provide a Release of Lien stating that payment to all subcontractors/vendors/suppliers have been paid in full prior to the TOWN releasing the final payment.

15. **WORK TIME FRAMES:** Work to be started by May 30, 2020 and proceed continuously until complete.

15. BOND: The CONTRACTOR shall provide a Performance Bond for the amount of the base bid as part of this contract agreement.

16. **ATTORNEY FEES:** In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney's fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

This Contract is accepted:

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

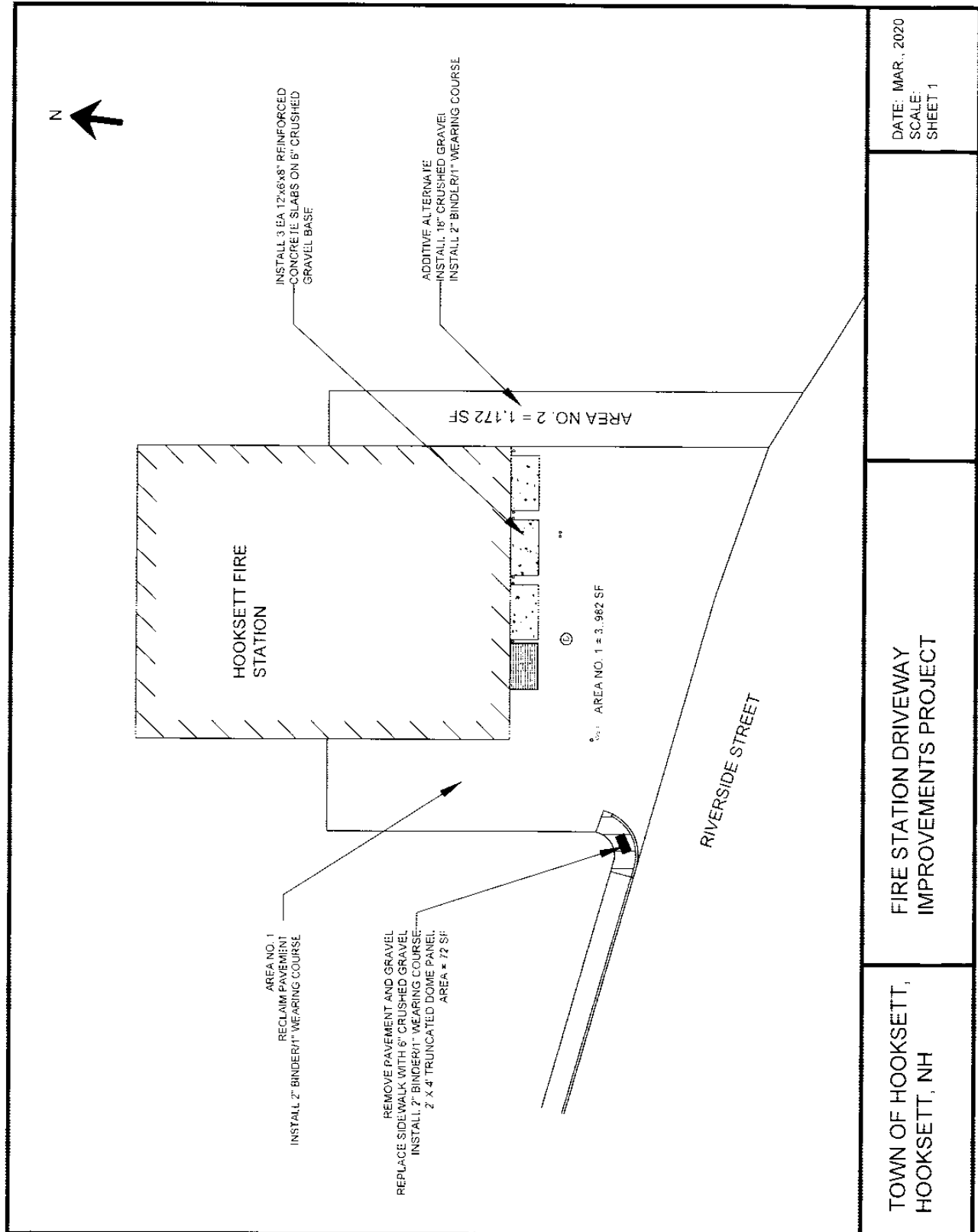
Address: _____

Telephone: _____ Fax#: _____ Mobil#: _____

Town of Hooksett, NH, 35 Main Street 03106

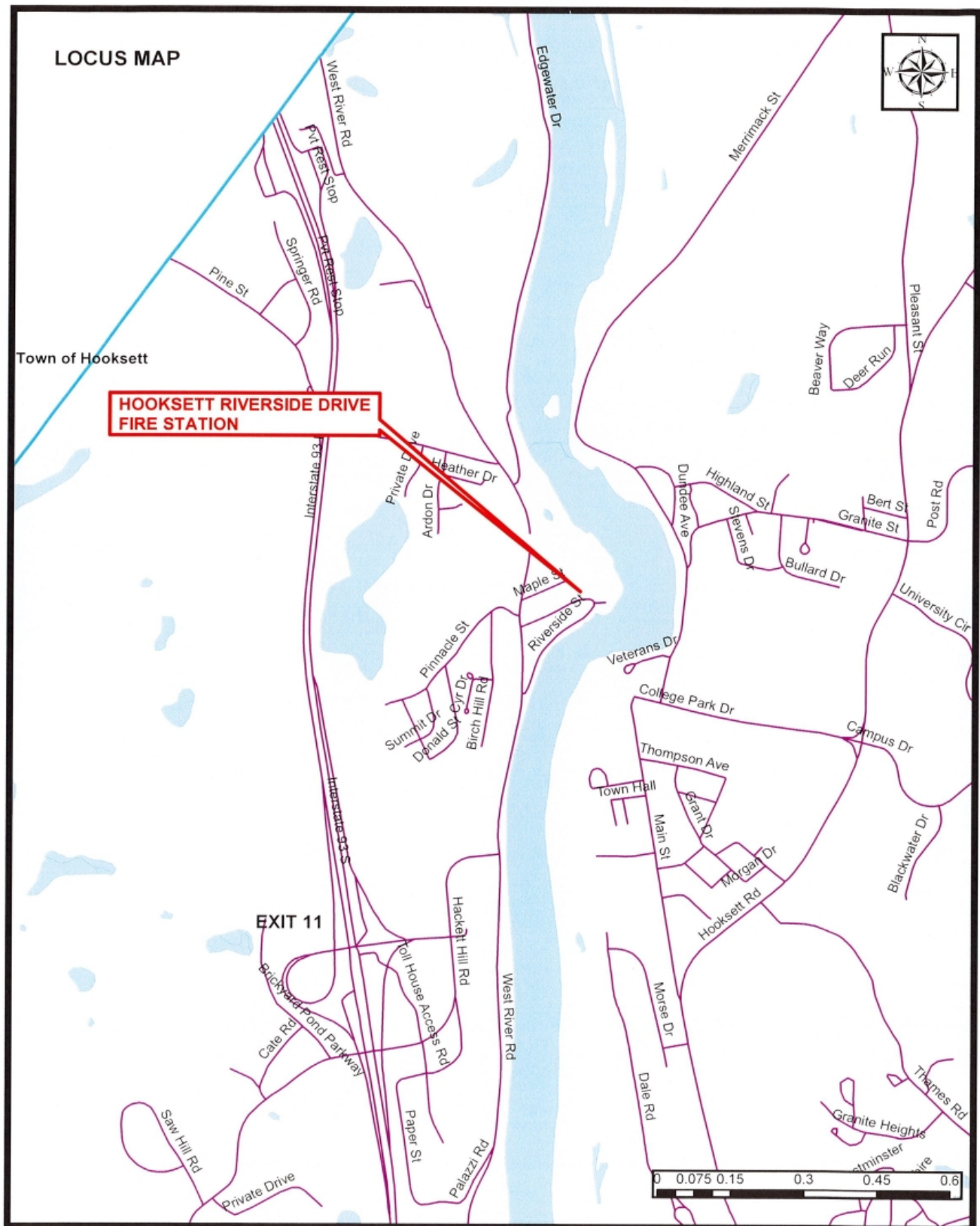
By: _____

Title: **Andre Garron, Town Administrator** Date: _____





Fire Station 1





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2019

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

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

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Basil Makris PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL: bmakris@rowleyagency.com ADDRESS:		FAX (A/C, No): (603) 224-8012
INSURED Advanced Excavating & Paving, LLC Advanced Excavating & Paving, Inc. P.O. Box 581 Suncook NH 03275		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Firemen's Ins Co of Wash. DC		21784
		INSURER B: Acadia Insurance Company		31325
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG0437 - \$25,000 Limit GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPA0350801-20	10/29/2019	10/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA0350802-19	10/29/2019	10/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA0350903-19	10/29/2019	10/29/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Products - Comp/Ops Agg \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: NH, MA WPA0350804-22	10/29/2019	10/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			CNA0357473-20	10/29/2019	10/29/2020	Limit \$500,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER

CANCELLATION

Town of Hooksett 35 Main Street Hooksett, NH 03106	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Basil Makris/BCM

ACORD 25 (2014/01)
 INS025 (201401)

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Town Council STAFF REPORT



To: Town Council
Title: Lilac Bridge Memorial – Request for Permission to Sign Contract for \$85,000 to construct a memorial to the Lilac Bridge
Meeting: Town Council - 27 May 2020
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

Lilac Bridge Memorial – Request for Permission to Sign Contract for \$85,000 to construct a memorial to the Lilac Bridge

A request for proposals was issued to construct a memorial to the Lilac Bridge. It was advertised in the Union Leader on December 22, 2019. The due date was March 5, 2020. No proposals were received. An addendum was issued extending the date to April 9, 2020. Three proposals were received on that date:

B. Renaud Brothers, Inc.	\$94,435.00
No Limits Metalworks	\$90,000.00
Dave Noonan Wrought Iron LLC.	\$34,000.00

Interviews were held April 16th. A separate memo is attached with the specific interview results. The review Committee was composed of:

- Bruce A. Thomas, P.E., Town Engineer
- Andre Garron, Town Administrator
- Earl Labonte, Director of Public Works
- Nicholas Williams, Town Planner
- Debbie Disston, Director, The McIninch Art Gallery, SNHU
- John Giotas, Hooksett Heritage Commission
- Brian Baer, Hooksett Historical Society

Subsequent to the interviews, Dave Noonan Wrought Iron withdrew his proposal citing that he was unhappy with some of the comments regarding his proposal.

Following the interview, No Limits was asked to “sharpen his pencil” and see if he could reduce his price. He reduced it by \$5,000 (from \$90,000 to \$85,000). One main reason for the reduction is that he thought four benches were required, but only three are. Another savings is that the Town will load the materials on his truck.

Referenced were provided by No Limits and checked by Bruce Thomas. The results are attached.

The Committee unanimously approved of No Limits Metalworks to do the work. The Staff recommends that the Town Council approve of the Town Administrator to sign a contract with No Limits to do the work.

A draft contract is attached.

FINANCIAL IMPACT:

The project will cost \$85,000 that will be funded from surplus funds.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To allow the Town Administrator to sign a contract with No Limits Metalworks for \$85,000 to build the monument to the Lilac Bridge .

SUGGESTED MOTION:

Motion to allow the Town Administrator to sign a contract with No Limits Metalworks in the amount of \$85,000 to build the monument to the Lilac Bridge .

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur- It is my understanding of Hooksett's Bridge project that tis memorial was part of the overall project. I order to access the remaining grant funds, in the amount of \$350,000, the memorial work needs to be completed.

ATTACHMENTS:

[00 Lilac Bridge RFP Process and results](#)

[01 Lilac Bridge Interview Summary](#)

[02 No Limits References](#)

[03 Noonan Bid Withdrawl](#)

[0001 CONTRACT Monument for Lilac Bridge 2019](#)

**Town of Hooksett
Community Development**

Memo

To: File

From: Bruce A. Thomas, P.E.
Town Engineer

Cc:

Date: December 19, 2019, Revised January 10, 2020

Re: Lilac Bridge Memorial Project
Review Committee and Project Schedule

A request for proposals was issued and advertised in the Union Leader on December 22, 2019. The due date was March 5, 2020. No proposals were received. An addendum was issued extending the date to April 9, 2020. Three proposals were received on that date:

B. Renaud Brothers, Inc.	\$94,435.00
No Limits Metalworks	\$90,000.00
Dave Noonan Wrought Iron LLC.	\$34,000.00

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- Brian Baer, Hooksett Historical Society

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The Committee unanimously approved of No Limits Metalworks to do the work.



Town of Hooksett

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

Memo

To: Files
From: Bruce A. Thomas, P.E., Town Engineer
Cc: Andre Garron, Earl Labonte, Nicholas Williams, Deborah Disston, Brian Baer, John Giotas, Nick Germain
Date: April 17, 2020
Re: Lilac Bridge Memorial RFP – Interview Summary

Yesterday, April 16, 2020, interviews were held with those submitting proposals for the Lilac Bridge Memorial Project. The interviews were held via “Zoom” (in accordance with Corona virus protocols). The interview process using Zoom went very smoothly.

Proposals for the Lilac Bridge Memorial Project were opened on April 9th at 3pm. Three proposals were received:

B. Renaud Brothers, Inc.	\$94,435.00
No Limits Metalworks	\$90,000.00
Dave Noonan Wrought Iron LLC.	\$34,000.00

Interviews were held per the following schedule:

B. Renaud Brothers, Inc.	12:30 p.m.
Dave Noonan Wrought Iron LLC.	1:30 p.m.
No Limits Metalworks	2:30 p.m.

The interviews lasted about 30 minutes or so and consisted of introductions, a brief presentation of the projects by the contractors, and then questions and answers.

The following is a summary of the discussions:

B. Renaud Brothers, Inc. – Alex Dunklee

- Hot Riveting will be used.
- Scheduling the project for winter construction would be ideal for them.
- Project would take about 3 months to complete.
- Lead mitigation is included (at about \$15,000)
- Industrial bridge paint would be used and they could submit sample colors.
- We talked about the fact that there are two plaques and further discussion is needed about where to utilize them.

Dave Noonan Wrought Iron LLC. – Dave Noonan

- He can't pick up materials and requested that the Town move the materials to the park (the Town may agree to load the truck, but not to move the materials). Everything else is included.
- Team Engineering will do the engineering review.
- Bolting is better, but will check with engineer regarding that.
- We requested additional references.
- We requested better drawings.
- We discussed his facilities. He is a one or two man operation but has the facility to do the work.
- The project will need lead abatement (in the next interview we discussed encapsulating and clear coating. This could be discussed with this contractor as well).
- We talked about the fact that there are two plaques and further discussion is needed about where to utilize them.

No Limits Metalworks- Shawn Dudek

- Lead mitigation was included, but suggested that the monument could be encapsulated and clear coated.
- Indicated that he was planning on four benches as shown in the sketch, but really 3 benches are required per the RFP text.
- He requested that the Town load materials onto his truck for transportation (we noted that this may be possible).
- We asked for additional sketches that showed his "artistic flair".
- His Schedule would be about 4 weeks from start to finish.
- We talked about the fact that there are two plaques and further discussion is needed about where to utilize them.

REFERENCES FOR No Limits Metalworks- Shawn Dudek:

Meridian Construction – Kyle Long

- Suggested I call Shawn when researching contractors.
- Said that they work with No Limits often and are always happy with their work.

Wood and Clay Company – Shane Robinson Belanger

- Wood and Clay is a Hi-End custom building company that uses No Limits for decorative artwork type projects. They use No Limits quite often and are pleased with their work.

Cathcart Construction – Ron Cathcart

- Great job
- Responsible
- If he (Ron Cathcart) needs something, Shawn Dudek is “On It”.
- A team player.
- Not a “crybaby”

DAVID NOONAN WROUGHT IRON LLC.

497 Hooksett Rd. #264
Manchester, NH 03104
603-703-3771
www.wroughtironnh.com
4/21/2020

Town of Hooksett

35 Main St.

Hooksett, NH

RE: Hooksett Lilac bridge monument

Please accept this letter as a removal letter from continuing the bidding process with the RFP 19-15 Hooksett lilac bridge design and fabrication.

Thank for the opportunity and your time.

Sincerely,

David Noonan

Town of Hooksett



May 27, 2020

RFP 19-15 - DESIGN AND STEEL FABRICATION SERVICES FOR HOOKSETT LILAC BRIDGE MONUMENT

TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

THIS CONTRACT AGREEMENT is made and entered into at **Hooksett, NH** this ____ day of _____ by and between the Town of Hooksett, NH hereinafter designated TOWN, and **No Limits Metalworks** herein after designated CONTRACTOR, as follows:

SCOPE OF SERVICES:

CONTRACTOR agrees to furnish all labor, materials, equipment and services necessary for performance of the following portion of the work described in the Request for proposals titled “**DESIGN AND STEEL FABRICATION SERVICES FOR HOOKSETT LILAC BRIDGE MONUMENT**” between TOWN and the CONTRACTOR.

1. Steel monument design, fabrication and construction. It is the intent of the project to fabricate the monument of pieces salvaged from the original bridge truss (that was removed in 2016), supplemented by additional steel as necessary. Photos of the material are attached. Most of the material is stored at the Department of Public Works at 210 West River Road in Hooksett, however some is stored at Macy’s at 5 Lehoux Drive in Hooksett.

The monument shall be constructed on a 24’ x 8’ x 12” thick reinforced concrete pad (dimensions may be adjusted based on final design and after review by the contractors structural engineer). The monument shall have an existing 36” tall x 48” wide plaque (provided by the Town) mounted on its face. This plaque must be cleaned (sandblasted, etc...) before mounting.

2. Structural engineering review of monument design and foundation by a Professional Engineer licensed in New Hampshire.
3. Bench fabrication and installation. It is the intent of the project to construct three benches to resemble the Lilac Bridge construction.. The benches shall be constructed on reinforced concrete pads designed to fit the application.

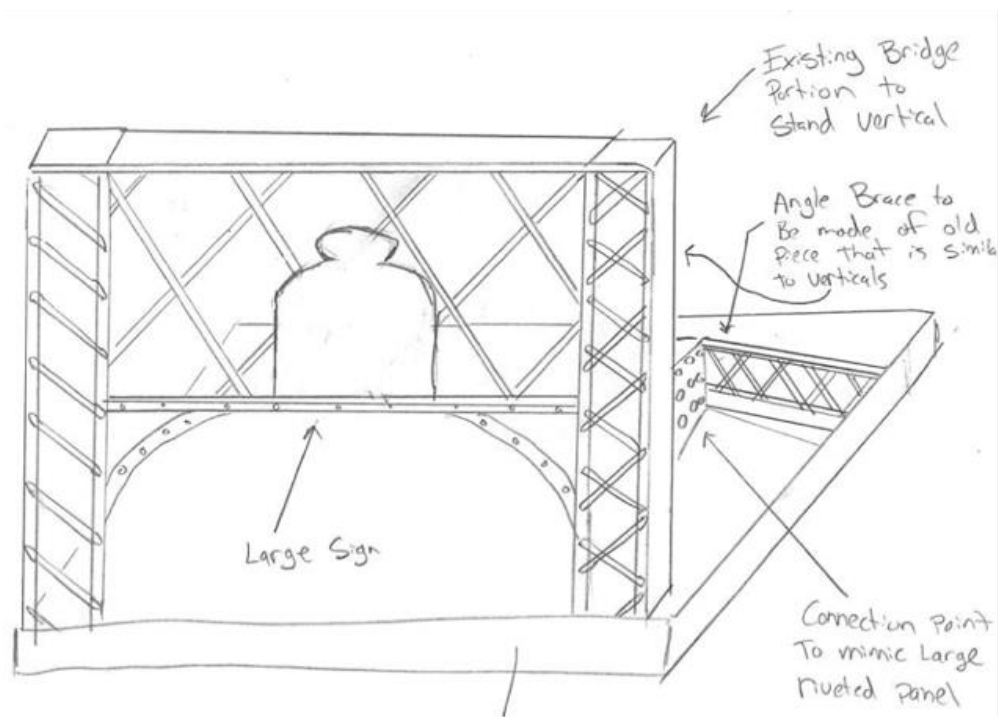
4. Smaller Plaque Display Stand. A display stand showing the smaller 14" tall x 13" plaque shall be provided as described below.
5. Items shall be constructed in accordance with the correspondence included with the contract.
6. Included in this contract is the following:
 - a. A detailed estimate for the work totaling \$85,000
 - b. Plans of the site including the north and south sides of the bridge.
7. The contract includes all labor, materials, supplies, equipment, and work necessary to complete the project, which will include (but not necessarily be limited to) the following key tasks:

ADDITIONAL ITEMS

MAIN PORTAL

The portal is straight forward and can be constructed as sketched in the RFP. The monument would be almost exactly as it sits currently at the Department of Public Works. Only the main structure would be used. It will be cleaned up so it looks as if it was a piece of the bridge just set down as a monument. The portal would stand vertical and not be angled back like the entry to the original bridge

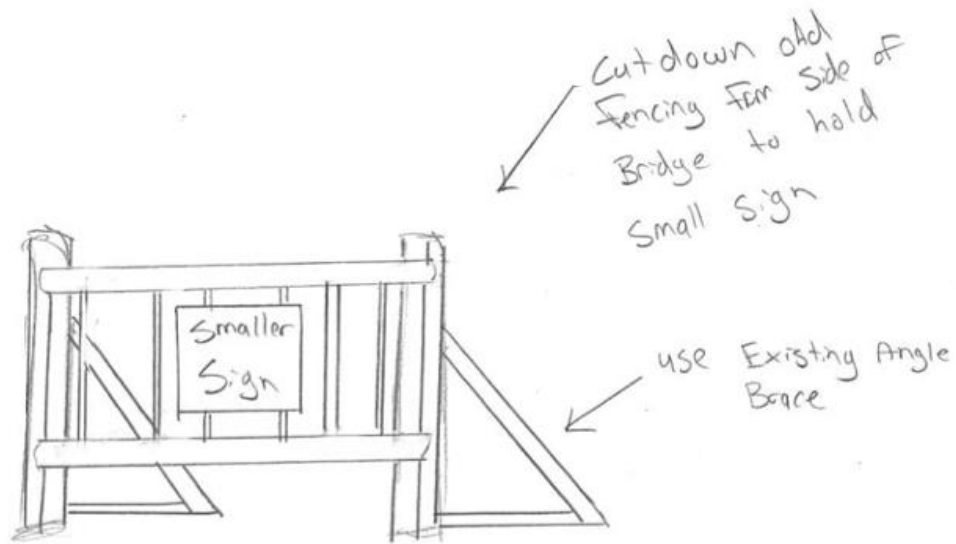
- The angle brace off the backside would be X brace material for angle supports, the connection point of the angle to the vertical would be a CNC plasma cut plate to mimic the connection plates on the bridge (pictured below) and we would use carriage bolts rather than rivets so it has the same look from the exterior and so it can be assembled on site as well.
- The portal itself it will be painted (not powdercoated since it is too large for a powdercoat oven).



MAIN PORTAL WITH LARGE PLAQUE SKETCH

PIECE FOR SMALLER PLAQUE DISPLAY

The smaller plaque 14" tall x 13" will be utilized on the opposite side of the bridge with its own stand made from the old safety fencing that was on the side of the bridge. The fencing will be modified to match the sign proportions. It will have its own mounting point on the same concrete pad as the single bench on that side. It will be constructed similar to the sketch below.



SMALLER PORTAL WITH SMALL PLAQUE SKETCH

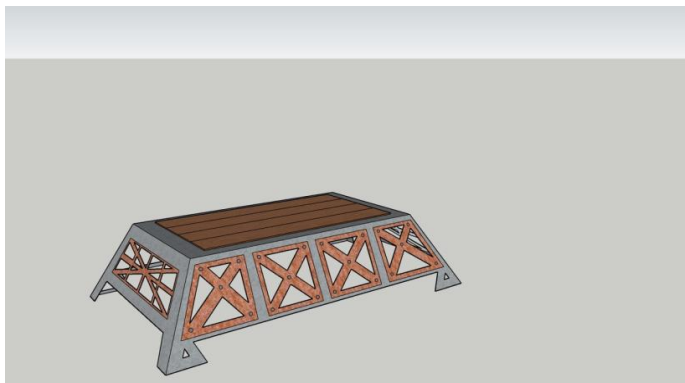
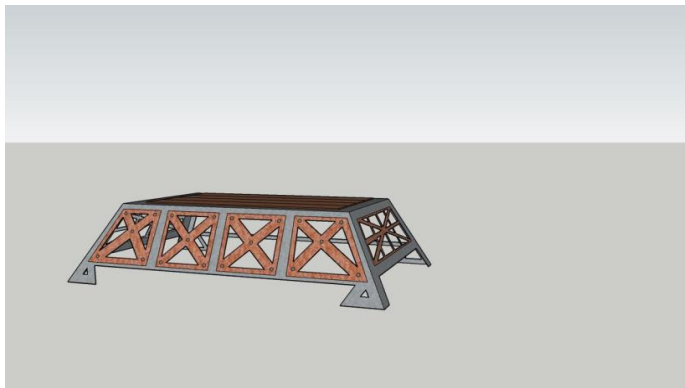
BENCHES

Benches would be fabricated similar to the picture below. The benches would be made of all new material and have the look, design and lines of the original bridge but would be safe enough and would last the test of time with a powdercoat finish.

Where the x braces are riveted on, carriage bolts may be used but will have the same look as the rivets. The cross bracing will be the same look and feel as the X braced uprights in the portal.

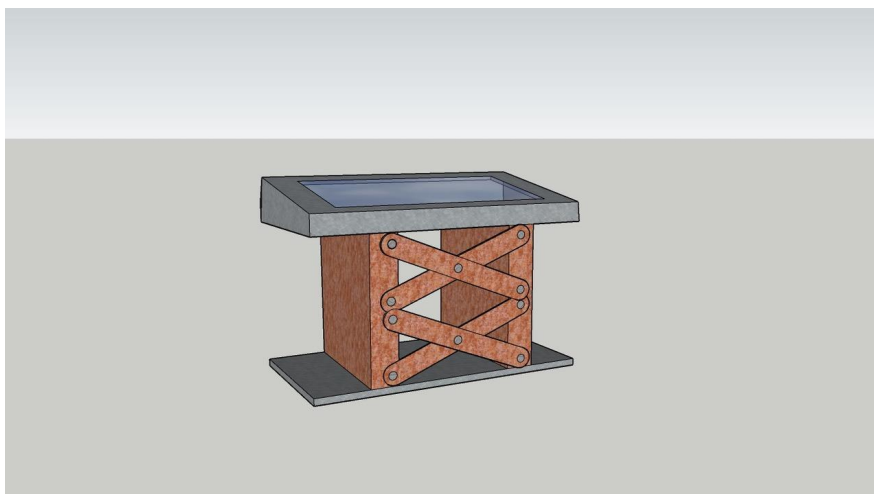
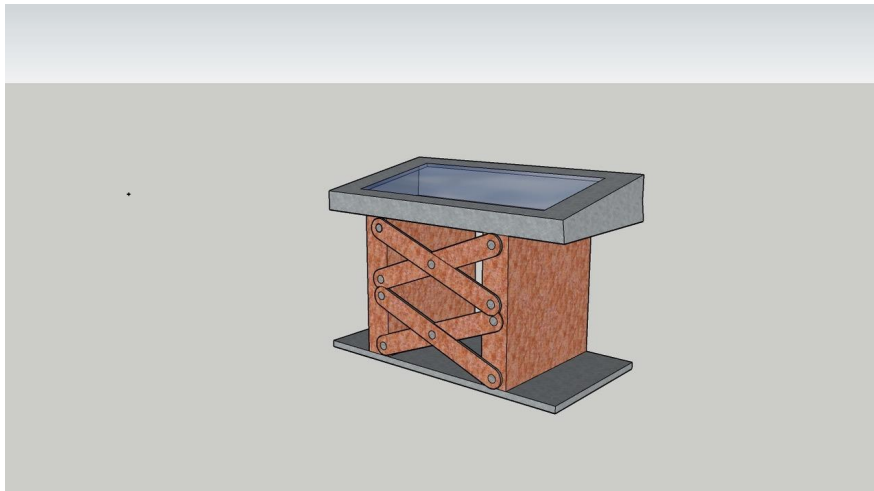
The benches would have a wood top to mimic the original decking.

The end goal with the benches is that when people look at them sitting next to the monument pieces that most people would have to wonder to themselves if the benches are made of the old bridge parts as well.



DISPLAY STANDS

Utilize pieces from the old bridge for the bases of the display stands. The old raw pieces mounted on top of the bridge pieces will create more of an impact with a very clean and classy display case made of all aluminum (powder coated to match benches). It may be possible to incorporate “bent- up” pieces from the bridge remains to provide additional character in the pieces.



OTHER:

- The Town will load materials onto the Contractor's truck for transportation. The Contractor will be responsible for transporting the items as necessary.
- The Schedule would be about 12 weeks from start to finish. Once work starts, it should proceed continuously until completion. Final completion shall be no later than October 15, 2020.
- Two bridge plaques will be incorporated into the design.

DESIGN/CONSTRUCTION PROCESS:

The following process will be followed during the contract:

Task 1 – Review of existing documentation. Review of existing materials including conceptual sketches, etc....

Task 2 – The Contractor shall provide finalized Conceptual Designs including any shop drawings to the Town for review.

Task 3 – Meet with Town Staff and Review Committee to finalize designs. Note Bruce Thomas, Town Engineer shall be the primary contract.

Task 4 – Order/fabricate all components.

Task 5 – Install all components and project completion.

2. SPECIAL CONDITIONS:

3. DEBRIS AND CLEAN UP. CONTRACTOR agrees to keep any and all debris resulting from its work cleaned up at all times.

4. SCHEDULING. Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the TOWN's Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

5. TAXES, INSURANCE, PERMITS AND LICENSES. CONTRACTOR shall take out and pay for Workers' Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material

furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

6. PRICE AND PAYMENT. TOWN shall pay CONTRACTOR for its performance of this Contract the lump sum of **\$85,000.00 payable in 25% increments as the work progresses. A typical funds payment schedule is as follows:**

- | | |
|---|--------------------------|
| 1. All Materials on Hand: | 25% Payment |
| 2. Finalized Conceptual Designs: | 25% Payment |
| 3. All components fabricated: | 25% Payment |
| 4. Final Completion: | Final 25% Payment |

7. EXTRA WORK. No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

8. GUARANTY. The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR's work under this Contract after the date of final acceptance by the TOWN. In addition, the CONTRACTOR shall provide a \$5,000.00 Bond as part of the Trench Excavation Permit which shall be effective for a 30 month period.

9. DEFAULTS AND TERMINATION. In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to furnish labor and materials at and when required under the terms of this Contract, the TOWN may at its election takeover said Contract, complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Contract against the CONTRACTOR, and CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

10. INDEMNITY. To the fullest extent of the law, CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their consultants, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR's employees, CONTRACTOR's Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

11. ASSIGNMENT. CONTRACTOR may not assign this Contract.

12. SAFETY: CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTORS to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker's compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury or illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

13. INSURANCE AND LICENSE INFO:

Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm that the TOWN is named as an Additional Insured on the CONTRACTOR's Comprehensive General Liability Insurance policy. The CONTRACTOR's policies must contain standard contractual liability insurance coverage as respects construction agreements.

The CONTRACTOR shall sign the Contract Insurance Requirements form (See attached) with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE Contractor's License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

14. **PAYMENT TERMS:** Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10th of the following month. Any payments due under this contract shall be subject to TOWN's receipt of all requirements in Paragraph # 14. No payment shall be made unless TOWN is in receipt of same, or if TOWN should receive notice of cancellation of any required coverage. **No faxed invoices will be accepted.**

The CONTRACTOR shall provide a Release of Lien stating that payment to all subcontractors/vendors/suppliers have been paid in full prior to the TOWN releasing the final payment.

15. **WORK TIME FRAMES:** Work to be started as soon as possible and completed within a schedule agreed upon between the Contractor and the Town.

16. **ATTORNEY FEES:** In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney's fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

A. Additional Insurance and Indemnification Requirements

The successful contractor shall agree to indemnify and hold harmless the Town from and against any and all claims whatsoever arising out of or occurring and occasioned directly or indirectly by its' error or omission, negligence or fault. Prior to the Town's entering into a contract, the successful contractor shall produce evidence satisfactory to the Town of adequate professional liability insurance coverage in this regard, naming the Town as additional insured while contractor is performing duties under contract with the Town. Contractor shall provide evidence of Worker's Compensation insurance in the amounts required by NH Law. Additional insurance requirements are listed below.

B. No Conflict

The Contractor, in submitting a proposal shall agree and *so state in its proposal* that no person acting for or employed by the Town, has a direct or indirect financial interest in the proposal or in any portion of the profits which may be derived therefrom.

C. Legal Structure and Authority

Each proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation or any other

legal entity. A proposal by a corporation shall also give the state of incorporation and have a corporate seal affixed, identify the principal place of business and any local office including address and telephone numbers. Each proposal shall be signed by a person legally authorized to bind the Contractor to a contract.

D. Compliance with Law

1. The Contractor shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Contractor.
2. Each proposal shall include a statement indicating that the Contractor has read and understood all conditions as outlined in the RFP.

E. Proposal Held Open

1. No Contractor shall be permitted to withdraw its proposal for a period of sixty (60) days after the time and date of the submission of the proposal as set forth in this document. All proposals shall remain valid and binding for that period of time.
2. The Contractor whose proposal is selected for recommendation shall not withdraw its proposal for an additional thirty (30) days after notice of selection or recommendation. The selected Contractor shall execute a contract for services within ten (10) days of being requested to do so.

F. Town Reservation of Rights

1. The Town reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the Town at its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the Town to do so.
2. Negotiation if undertaken by the Town, is intended to result in a contract which is deemed by the Town, in its sole discretion, to be in the Town's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Contractor.
3. The Town reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including, but not limited to, terms and conditions required by funding sources; and additional work which may be identified subsequent to the starting date of the contract.
4. The Town reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.

5. Any and all expenses incurred by the selected firm shall be the firm's responsibility. The proposed fee shall be all inclusive. The Town *will not* honor requests for payment of so-called reimbursable expenses.

CONTRACTOR'S RESPONSIBILITIES:

The Contractor submitting a proposal for this project, shall be aware of all Town requirements, including Liability Insurance Coverage for the Town pertaining to contracting with the Town for Professional Services and proposed fees should reflect any costs in connection with these requirements (see Attachment A).

WORK AUTHORIZATION:

The Contractor will be authorized to do work by being given a "Notice to Proceed" by the Department which will include an approved schedule of work, fees and completion dates. Work shall commence within seven (7) calendar days of receipt of the "Notice to Proceed" and shall proceed continuously to completion. No work beyond the initial contract scope of work shall begin without the expressed written approval of the Town.

TERMINATION:

The Town reserves the right to terminate the contract upon ten (10) days written notice should the contractor fail substantially to perform in accordance with the Agreement. In addition, the Town reserves the right to terminate the contract at any time or to reduce the Scope of Services in order to be consistent with the availability of funds. In the event of termination due to fault other than the Contractor's, the Contractor shall be paid his compensation for services performed to termination date.

This Contract is accepted:

CONTRACTOR: NO LIMITS METAL WORKS

By: _____
Shawn Dudek

Title: **President** Date _____

Address: **334 White Oaks Road, Laconia, NH 03246**

Telephone: (603) 387-1859 Mobil#: _____

Email: nolimitsshawn@gmail.com

Town of Hooksett, NH, 35 Main Street 03106

By: _____
Dr. Andre Garron, Town Administrator

Date: _____

**CONTRACT INSURANCE REQUIREMENTS FOR THE TOWN OF
HOOKSETT, NH:**

1. The Contractor shall maintain insurance coverage in the following amounts on an ISO Occurrence Form or equivalent during the duration of this contract or any other subcontracts this year.

Umbrella Insurance Coverage

Per Occurrence	\$1,000,000
----------------	-------------

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos:

Bodily Injury and Property Damage Liability Combined Single Limit (Per Occurrence)	\$ 1,000,000
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Professional Liability:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Workers Compensation/Employers Liability Insurance

Bodily Injury by Accident Each Accident (Coverage B – Employer’s Liability)	\$500,000
Bodily Injury by Disease Aggregate Limit	\$500,000
Bodily Injury by Disease- Each Employee (Coverage A – Statutory)	\$500,000

2. Additionally, the Contractor shall carry, at his sole expense, all risk insurance for the full insurable value for damage or loss of personal property of contractor or under the control of or in the possession of contractor, including but not limited to materials, equipment, tools, supplies, scaffolding, and machinery.
3. Certificates of insurance shall be filed with the Contractor prior to the commencement of any work at the project location. The contractor’s insurance policies under this provision must name the Town of Hooksett (TOWN) as an additional insured and must provide that such policies cannot be modified, cancelled or not renewed with less than thirty (30) days’ notice of such action by mail to the TOWN.

4. Failure to maintain adequate insurance coverage shall be deemed to be a material breach of this Contract and the TOWN shall be entitled to withhold any and all further payments claimed to be due or owing pursuant to this contract.
5. Contractor's general liability insurance policy shall provide that it affords primary insurance and that the insurance company's liability shall not be reduced by the existence of other insurance carried by the Contractor applicable to the loss. Certificates for the contractor's general liability coverage shall be written on an "occurrence" basis.
6. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees that it shall defend, indemnify and hold harmless the TOWN and any of its officers, directors, employees, agents, affiliates, subsidiaries, and partners from and against all claims, damages, judgments liability, losses and expenses, including attorney's fees arising out of or resulting from, in whole or in part, any act or omission of the Contractor, its employees, agents, and subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, provided that any such claim, damage, judgment liability, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than services itself) including loss of use.
7. INCLUDE ON CERTIFICATE OF INSURANCE UNDER "DESCRIPTION OF OPERATIONS":

Town of Hooksett, New Hampshire, 35 Main Street 03106 is included as an additional insured on the General Liability Policy for various work throughout the policy term.

PHOTOS:



BRIDGE PLAQUE 36" X 48"



BRIDGE PLAQUE 14" TALL x 13" WIDE

BRIDGE REMAINS AT HOOKSETT DEPARTMENT OF PUBLIC WORKS





BRIDGE REMAINS AT MACYS IN HOOKSETT



AREA TO THE SOUTH OF THE LILAC BRIDGE (WHERE THE MAIN PORTAL WILL BE INSTALLED)



AREA TO THE NORTH OF THE LILAC BRIDGE



Town Council
STAFF REPORT



To: Town Council
Title: Lilac Bridge Memorial – Permission to Place Monument on State Property
Meeting: Town Council - 27 May 2020
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

The location for the proposed Lilac Bridge Memorial on the south side of the bridge is owned by the State of New Hampshire (the area off the cul-de-sac south of the bridge). , therefore, we need State permission to install the monument there. Attached is the standard State agreement for use of their property. We need to have this agreement approved and to be in place when we are ready to install the monument. Once the Town Administrator signs the agreement, it will be sent to the State for signing. That process will take about three weeks.

A draft agreement is attached. This agreement has been reviewed and approved by the Town Attorney.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To allow the Town Administrator to sign a contract with the State of New Hampshire to allow the Town to install the Lilac Bridge Memorial on State owned property on the north and south side of the pedestrian bridge.

SUGGESTED MOTION:

Motion to allow the Town Administrator to sign an agreement with the State of New Hampshire to allow the Town to install the Lilac Bridge Memorial on State owned property to the south of the pedestrian bridge.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur- It is my understanding that siting of this memorial on State Owned land is consistent with the intent of the overall bridge project.

ATTACHMENTS:

[01 TEMPORARY USE AGREEMENT 8x11 version](#)

[02 State Agreement Attachment A](#)

[03 Lilac Brige Monument Location Plan](#)

TEMPORARY USE AGREEMENT

This Agreement made this the ____ day of _____, 2020, between the State of New Hampshire by and through the New Hampshire Department of Transportation, Bureau of Right-of-Way, PO Box 483, Concord, NH 03302-0483, hereinafter referred to as the "State" and The Town of Hooksett with an address of 35 Main Street, Hooksett NH 03106-1397, New Hampshire, hereinafter referred to as the "Permittee".

WHEREAS the State controls a certain portion of South Main Street Right of Way located in the Town of Hooksett, County of Merrimack, State of New Hampshire. The right of way is more particularly defined as being located between the easterly side of South Main Street near centerline Station 109+50, as now travelled, and the westerly side of Main Street near Station 57+00, as formerly travelled, where a pedestrian bridge is currently located. The right of way location is identified in the Hooksett Tax Records on Tax Map 8, Lot 41 and being a portion of real estate described in a Warranty Deed from The Roman Catholic Bishop of Manchester to the State of New Hampshire recorded October 25, 1974, at the Merrimack County Registry of Deeds in Book 1227, Page 135 as well as being portion of the historic prescriptive highway layout of Old Main Street dated 1830, where the pedestrian bridge is located.

WHEREAS the Permittee is desirous of obtaining permission to use a fifteen thousand four hundred (15,400) square foot portion of the Main Street Right of Way and Old Main Street Right of Way for the purpose of constructing and maintaining a memorial area incorporating sections of the former Lilac Bridge location on this portion of the South Main Street Right of Way near Centerline Station 109+50, as now travelled, and the Westerly side of Main Street near Station 57+00, as formerly revealed, where a pedestrian bridge is currently located as shown on a plan titled "Hooksett RS-299(1), S-1885", on file in the records of the New Hampshire Department of Transportation. See "Attachment A" for location.

NOW THEREFORE, subject to and conditioned upon the performance by the Permittee of all of the covenants set forth below, the State grants to the Permittee permission to utilize a portion of the South Main Street Right of Way and Old Main Street Right of Way, herein termed an "Encroachment", located on the easterly side of South Main Street, for the sole purpose of a memorial area.

1. Construction and Maintenance:

- 1.1 The Permittee agrees to be liable for the cost of all work associated with this Encroachment, and allows the Permittee to construct and maintain a monument for the Lilac Bridge, which will consist of old portion of the original beams from the Lilac Bridge, benches, a plaque with the bridges history, metal fencing along the river bank, plantings, as well as general maintenance of the encroachment. Said Encroachment is approximately 15,400 square feet.
- 1.2 The Permittee agrees that the work described in Section 1.1 will be subject to review and advance approval of the Department of Transportation, Bureau of Highway Maintenance, District 5 Office located in Bedford New Hampshire, telephone number (603) 666-3336.
- 1.3 The Permittee is required to obtain and keep in force, before any work or construction may begin, all other permissions, permits, and easements required for said construction, use, maintenance and/or repair, by Federal, State, County, City or Town governments; and their agencies or boards; or any other political subdivision thereof. The Permittee shall be responsible for investigating and determining the need of and applying for all relevant permits and approvals.
- 1.4 The Permittee agrees to implement best management practices (BMP's) to protect surface water quality from degradation resulting from any activity including construction done to and use of the Property which alters the terrain of the Property in the vicinity of surface waters.
- 1.5 The Permittee acknowledges that the State has the right at any time to cross over, occupy, use, maintain or improve the land at the location herein described as it may elect. The Department will agree to use best efforts to limit any interference to this area.

- 1.6 The Encroachment and use thereof shall in no way interfere, prevent, or obstruct any or all highway maintenance, repair, or reconstruction activities.
- 1.7 The Permittee further acknowledges that should this Encroachment area ever be needed by the State for any reason whatsoever, including for any transportation improvement project or normal highway maintenance activities, that said Encroachment within the right-of-way shall be promptly removed upon thirty (30) day notice to the owners by the State, and that this removal shall be accomplished at no cost to the State. If the Permittee fails to promptly remove said Encroachment as required, the State will remove said Encroachment at the Permittee's expense. The State shall have no liability whatsoever to the Permittee for any claims or damages for the loss or the removal of said Encroachment.

2. Indemnification and Insurance:

- 2.1 The Permittee shall indemnify and hold harmless the State, its officers, agents, and employees, from and against any and all losses, claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including but not limited to legal fees, suffered by the State, its officers, agents, and employees, by or on behalf of any person on account of, based on, or resulting from, arising out of, (or which may be claimed to arise out of), the acts or omissions of the Permittee or from the use, maintenance, installation, removal, or existence of this facility. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is reserved by the State. This covenant shall survive the termination of this Agreement.
- 2.2 The Permittee shall pay any and all premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire as additional named insured. The following limits are the minimum requirement only.
 - 2.2.1 Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 in the aggregate.
 - 2.2.2 Procurement and delivery to the State of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity.

3. Default and Removal:

- 3.1 Should the Permittee fail to perform any of the above specified covenants, the State shall, after 30 calendar days' written notice to the Permittee, deny access to the Permittee and require the Permittee to quit the premises.
- 3.2 The State may revoke this Agreement for any reason at any time upon 30 calendar days' written notice to the Permittee without compensation to the Permittee.
- 3.3 In the event of the Permittee's breach of any of the covenants or provisions of this Agreement, the State shall be compensated for its damages, including all consequential damages which arise out of the breach, and attorneys' fees and costs incurred in connection with the undertaking of such an action.
- 3.4 The Permittee shall pay any and all taxes the Town of Hooksett may impose on this parcel during the term of the Agreement.

4. Non-Assignment and Amendment:

- 4.1 This Agreement may not be assigned or transferred. Until terminated, this Agreement shall inure to the sole benefit of and be binding upon the parties hereto.
- 4.2 This Agreement may only be amended by an instrument in writing, signed by the parties hereto, and only after approval of such amendment by the State.

5. Permittee does hereby covenant and agree that as a part of this Agreement, (1) no person on the grounds of race, color, disability, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of service thereon, no person on the grounds of race, color, disability, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Permittee shall use and allow use of the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle "A", Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

Executed this the _____ day of _____, 2020

Signed, Sealed and Delivered
in the presence of:

TOWN OF HOOKSETT

Witness

Andre' L. Garron
Town Administrator

STATE OF NEW HAMPSHIRE,

SS

A.D., 2020

On this _____ day of _____, 2020, before me, _____, the undersigned officer, personally appeared Andre' L. Garron, Town Administrator for the Town of Hooksett, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Andre' L Garron, Town Administrator for the Town of Hooksett

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Notary Public/Justice of the Peace
My Commission Expires: _____

* * * * *

Executed this the _____ day of _____, 2020

Signed, Sealed and Delivered
in the presence of:

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**

Witness

Victoria F. Sheehan, Commissioner
Department of Transportation

STATE OF NEW HAMPSHIRE,

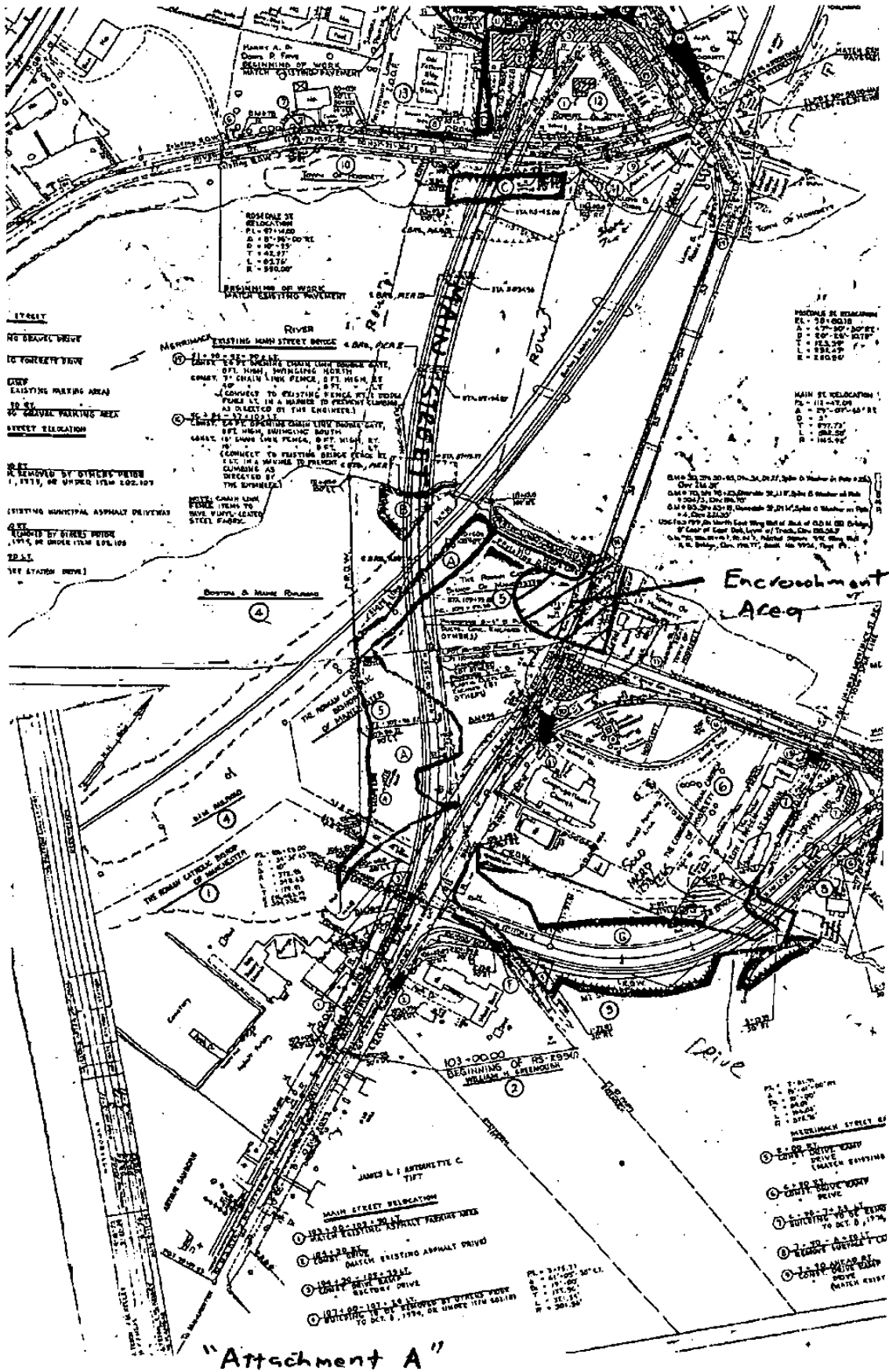
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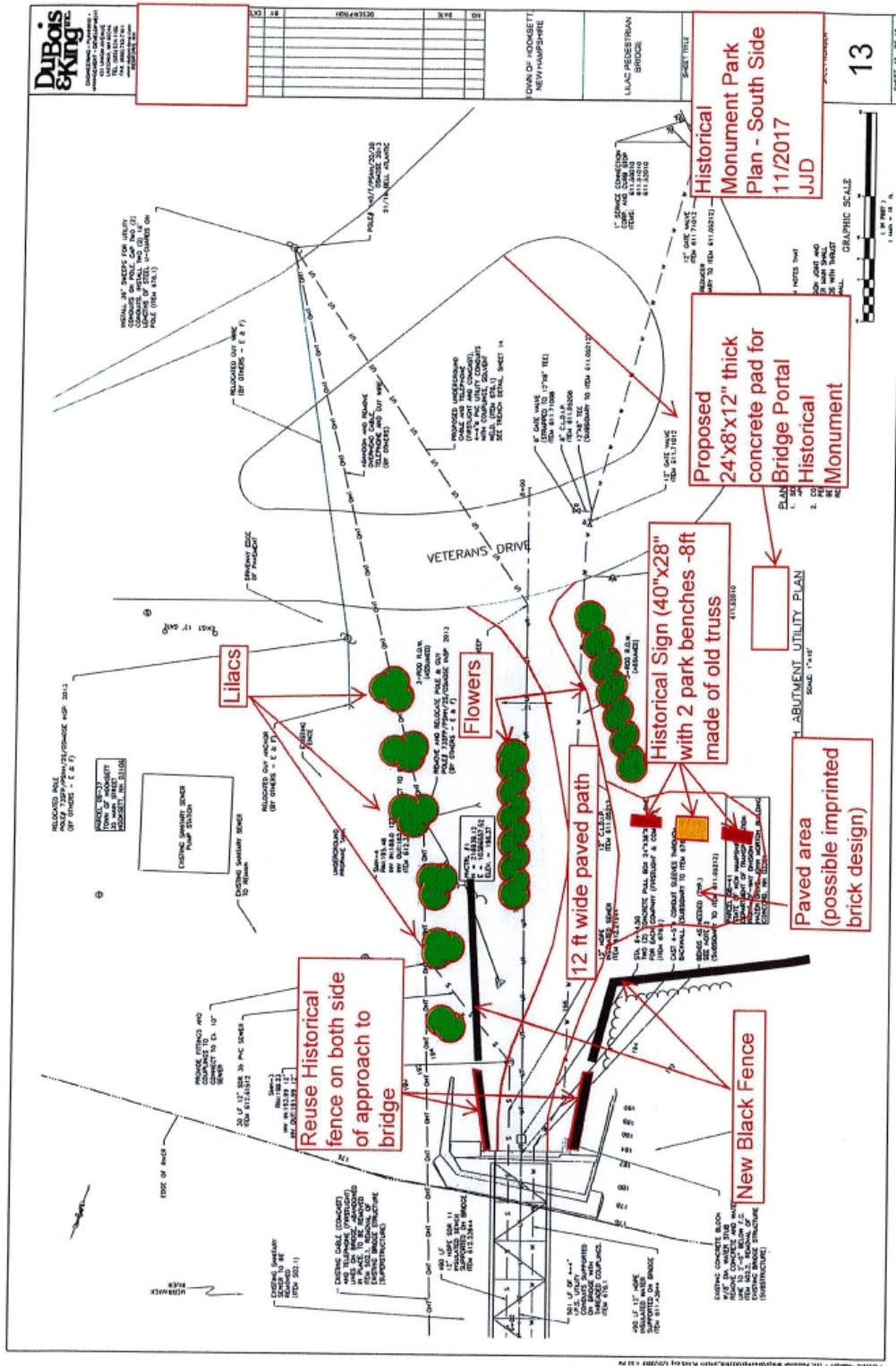
A.D., 2020

On this _____ day of _____, 2020, before me, _____, the undersigned officer, personally appeared Victoria F. Sheehan, Commissioner of the Department of Transportation, State of New Hampshire being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation, State of New Hampshire.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

Notary Public/Justice of the Peace
My Commission Expires: _____





Town Council **STAFF REPORT**



To: Town Council
Title: Consideration for a Spring-Summer Tax Bill Newsletter
Meeting: Town Council - 27 May 2020
Department: Administration
Staff Contact: Nick Germain, Project Coordinator

BACKGROUND INFORMATION:

Town Council traditionally chooses whether or not to include a newsletter insert into the town's tax bills. They seem to be well-received and are usually taken as an opportunity to advertise news, policy updates, and services to the property owners of Hooksett.

Assessing predicts that the tax bill information will go to the printers around June 1st, so ideally the newsletter would be ready for then to cause no delays.

Content would have to be relevant to dates from around mid-June on wards.

FINANCIAL IMPACT:

Insert costs around \$600 - this amount is budgeted and the Assessing and Tax Collector's Departments don't have unusual inserts to include.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Consider whether or not to include a tax bill newsletter. Read / look over the draft that will have been provided for this Town Council meeting. Suggest edits and content.

SUGGESTED MOTION:

Vote to approve a tax bill draft that includes edits and suggestions as implemented by Town Council.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council STAFF REPORT



To: Town Council
Title: 2020-2021 Town Council Meeting Schedule
Meeting: Town Council - 27 May 2020
Department: Administration
Staff Contact: Donna Fitzpatrick, Administrative Services Coordinator

BACKGROUND INFORMATION:

The Town Council meeting schedule is based on the fiscal year. Per Town Charter Section 3.5 c "*regular meetings (minimum one per month)*". Per Town Council Rules of Procedure Section 3.a "*The Council shall meet in regular session on the 2nd and 4th Wednesday of every month, except as noted on Town Calendar, at 6:00pm.*"

July 1st falls on a Wednesday in 2020. Per Town Council Rules of Procedure Section 2.a "*The Town Administrator shall act in the role of Council Chair from July 1st until such time the new Town Council has their first meeting to choose their Chair, Vice Chair and a Secretary. The Town Administrator, as acting Council Chair, shall lead this meeting through Town Council Reorganization – Part I.*"

Per Town Council Rules of Procedure Section 3.e. "*The Council may meet for an informal workshop session or special meetings by Council vote on an as needed basis, in accordance of Section 3.5 C of the Town Charter. The place of meeting shall be the Council Chambers.*"

Additional meetings occur in February & September due to budgets & warrants.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Approve Town Council meeting schedule for July 2020-June 2021 as presented.

SUGGESTED MOTION:

Council motion to approve the Town Council meeting schedule for July 2020-June 2021 as presented.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur. Staff is recommending, based on discussions from last year, to conduct it first July meeting on July 1 instead of July 8th. Minimizing the time that Council will be without a Chairman.

ATTACHMENTS:

[2020-21 TC MEETING SCHEDULE 052720](#)

TOWN COUNCIL MEETING SCHEDULE @ 6:00 pm
July 2020 – June 2021

July 1, 2020	Regular Meeting	Council Chambers
July 15, 2020	Regular Meeting	Council Chambers
August 12, 2020	Workshop	Council Chambers
August 26, 2020	Regular Meeting	Council Chambers
September 2, 2020	Budget Review	Council Chambers
September 9, 2020	Regular Meeting	Council Chambers
September 16, 2020	Budget Review	Council Chambers
September 23, 2020	Regular Meeting	Council Chambers
October 14, 2020	Regular Meeting	Council Chambers
October 28, 2020	Regular Meeting	Council Chambers
November 4, 2020	Regular Meeting	Council Chambers
November 18, 2020	Regular Meeting	Council Chambers
December 9, 2020	Regular Meeting	Council Chambers
December 23, 2020	Regular Meeting	Council Chambers
January 6, 2021	Regular Meeting	Council Chambers
January 20, 2021	Regular Meeting	Council Chambers
February 6, 2021	Town Meeting	Cawley School 9:00am
February 6, 2021	Special Meeting	Cawley School – immediately following Town Meeting
February 10, 2021	Regular Meeting	Council Chambers
February 24, 2021	Regular Meeting	Council Chambers
March 9, 2021	Town Election	Cawley School (6:00am-7:00pm)
March 10, 2021	Regular Meeting	Council Chambers
March 24, 2021	Regular Meeting	Council Chambers
April 14, 2021	Regular Meeting	Council Chambers
April 28, 2021	Regular Meeting	Council Chambers
May 12, 2021	Regular Meeting	Council Chambers
May 26, 2021	Regular Meeting	Council Chambers
June 9, 2021	Regular Meeting	Council Chambers
June 23, 2021	Regular Meeting	Council Chambers

Meetings are subject to change with at least a week's notice.

AS OF 05/27/2020

Town Council

STAFF REPORT



To: Town Council
Title: Town of Hooksett, NH - Municipal Volunteers (tabled at 04/22/2020 Town Council Meeting)
Meeting: Town Council - 27 May 2020
Department: Administration
Staff Contact: Donna Fitzpatrick, Administrative Services Coordinator

BACKGROUND INFORMATION:

The Town of Hooksett, NH is looking closer at our use of volunteers on our Town properties. There are many benefits to having volunteers (both as a community group or individually), however we also want to minimize our liability.

Town Administration has gathered the following information:

Primex - Volunteer Overview Sheet

FLSA – volunteer is defined as an individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered.

Primex – workers' compensation policy - volunteers are not covered under workers' compensation

Primex – property-liability policy – volunteers covered *“out of pocket medical expenses up to \$10,000 for reasonable and necessary medical expenses incurred within two (2) years of the accident date, and excess of any other insurance or coverage, for injuries sustained by a Volunteer within the scope and arising out of their assigned volunteer activities for the municipality”*

NHDOL - volunteers must be rostered and supervised by a staff member of the municipality and have a scope of duties

NHMA Conference 2019 – Session on Volunteer Risk Management – Participant Agreements, Waivers and Releases of Liability *“A written waiver of liability will probably not provide full protection against liability to the municipality for every possible harm or injury arising out an agreement.”*

Community Group Volunteers - *obtain insurance for activity on Town property*

Collective Bargaining Agreements – volunteers should be discussed with the respective union to minimize a potential grievance of volunteers doing union job duties and taking away potential wages/overtime.

FINANCIAL IMPACT:

To be determined

POLICY IMPLICATIONS:

Town policy should be developed for recruiting, retaining, evaluating, ending volunteer relationships for both community groups and individuals.

RECOMMENDATION:

Initiate discussion on Town of Hooksett, NH - Municipal Volunteers at the Town Council meeting of May 13, 2020 and continue discussion/make motion at the Council meeting of June 10, 2020.

SUGGESTED MOTION:

No motion needed at the Town Council May 27, 2020 meeting; initiating discussion on subject matter.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Discussion purposes only

ATTACHMENTS:

[Volunteers and Interns_Jan 2018](#)

Volunteers and Interns

PRIMEX³ RISK MANAGEMENT BULLETIN

Status

Volunteers are persons who perform work for a defined period of time without compensation in order to contribute. Interns are persons placed in a work setting for a defined period of time without compensation to gain educational enrichment. Neither role constitutes an employment relationship.

Primex³ Coverage

Neither role would enable the person in it to be covered by the public entity's workers compensation insurance (with the exception of the few special categories of public safety volunteers recognized as "employees" under RSA 281-A). Interns hosted by a public entity are not covered by the public entity's liability insurance. Volunteers, however, have coverage through the public entity for covered claims occurring within the scope and course of their official volunteer duties. Public entities hosting internships and utilizing volunteer services have liability coverage for covered claims that occur in the scope and course of administering and supervising these arrangements.



Department of Labor Compliance

Volunteers do not present a compliance concern if they are properly documented and treated as volunteers. Effective documentation and practices will protect against claims that a volunteer is actually an employee that should be made whole. Volunteers should generally be age 18 or older. Youth volunteers present special concerns because of youth labor laws, and should only be allowed to volunteer with written parental consent for a limited assignment that is safe, brief and not recurring. Youth volunteers should furnish "working papers" and the assignments should comply with youth labor laws. Youth volunteer scenarios, because they vary greatly and have significant legal implications, should be reviewed with your legal counsel.

Click the links below for more detailed information.

https://www.nh.gov/nhsl/documents/best_practice_volunteers.pdf

<https://www.nh.gov/labor/inspection/wage-hour/youth-employment.htm>

<https://www.nh.gov/labor/documents/child-labor-guide.pdf>

Interns, barring any regulatory exception, should only be accepted in conjunction with a Department of Labor (DOL) approved "school to work" program and if your agency has been approved as a host site: <https://www.nh.gov/labor/inspection/school-to-work.htm> Interns, from the DOL perspective, can't be utilized as a source of labor; they are allowed in the workplace for educational enrichment as it relates to the workplace. Internship placements typically should involve an agreement between the school and the host relative to responsibilities and expectations, and should provide for written proof of parental consent in the case of minors. The host site should request documentation of parental consent and that the educational program is presently DOL approved.

- continued -

PRIMEX³ RISK MANAGEMENT BULLETIN

Volunteers and Interns - continued

DOL compliance will turn on documentation and practices. DOL review would likely focus on whether a person was properly classified and managed in their role. Lack of documentation is of course construed against the entity.

SUMMER INTERNS!

Background Checks

County Commissioners may require any volunteer to submit to background check. RSA 28:10-c. In a Town Manager form of local government, a public entity may require volunteers who work with children, the elderly, public funds, or who enter citizens' homes, to undergo a background check. RSA 41:9-b. In schools, volunteers whose roles place them in proximity to children generally must receive a background check. RSA 189:13-a.

Some Best Practices

- Use an "Intern File" or "Volunteer" file in the person's name to hold documentation.
- Implement an efficient on-boarding process that includes application, agreement, background check when applicable, completion and review of necessary paperwork, review and distribution of applicable policies (behavioral and safety) and procedures, review of assignments, program or functions, introduction to supervisor(s) or mentor(s), training as needed, tour of relevant facility, etc.
- Use an agreement that establishes status, mutual expectations, authority, and responsibilities.
- Don't allow service or internship to begin until all paperwork is completed and on file.
- Keep track of hours and monitor activities to ensure that persons remain within roles.
- Review with relevant staff how to professionally interact with interns and/or volunteers, and keep an eye out to make sure the interaction proceeds smoothly.
- Review the person's file to ensure it contains information sufficient to establish the person's lawful role in the context of a DOL review.
- Prevent interns and volunteers (with the exception of specialized public safety volunteers recognized by RSA 281-A) from encountering any dangerous tasks, equipment or environments.
- Meet with intern or volunteer as practicable to ensure the experience is on track and consider having a brief exit discussion at the end of the arrangement to wrap-up.
- Document termination of the arrangement.

If you have any questions, please contact your Risk Management Consultant at 800-698-2364.

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, March 11, 2020**

The Hooksett Town Council met on Wednesday, March 11, 2020 at 5:30 in the Hooksett Municipal Building.

CALL TO ORDER

Chair Sullivan called the meeting of 11 Mar 2020 to order at 5:30 pm.

PROOF OF POSTING

Administrative Services Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL- ATTENDANCE

In Attendance: Councilor James Sullivan, Councilor John Durand, Councilor James Levesque, Councilor Clifford Jones, Councilor Timothy Tsantoulis, Councilor Clark Karolian

Arrived late: Councilor Robert Duhaime (5:35 pm); Councilor Avery Comai (5:41 pm)

Missing: Councilor Alex Walczyk

NON-PUBLIC SESSION #1 NH RSA 91-A:3 II (a)

Chair Sullivan motioned to enter non-public session at 5:32 pm. C. Karolian seconded the motion.

Roll Call Vote #2

R. Duhaime Not present (arrived at 5:35 pm)

J Durand Aye

C. Jones Aye

J. Levesque Aye

A. Walczyk Not present

A. Comai Not present (arrived at 5:41 pm)

C. Karolian Aye

T. Tsantoulis Aye

J. Sullivan Aye

Voted unanimously in favor (6-0).

RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, **unless** the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.

Chair Sullivan motioned to leave public session at 6:48 pm. T. Tsantoulis seconded the motion.

Voted unanimously in favor (8-0).

T. Tsantoulis motioned to seal the minutes of the non-public session. J. Levesque seconded the motion.

Roll Call Vote #3

TC MINUTES 03-11-2020

48 **A. Walczyk** *Not present*

49 **J. Levesque** *Aye*

50 **C. Jones** *Aye*

51 **R. Duhaime** *Aye*

52 **J. Durand** *Aye*

53 **C. Karolian** *Aye*

54 **T. Tsantoulis** *Aye*

55 **A. Comai** *Aye*

56 **J. Sullivan** *Aye*

57 ***Voted unanimously in favor (8-0).***

58

59 **PLEDGE OF ALLEGIANCE**

60 Chair Sullivan called for the Pledge of Allegiance.

61

62 **AGENDA OVERVIEW**

63 Chair Sullivan: We will first have a Public Hearing regarding the acceptance of a donation. We also
64 have a Scheduled Appointment with Town Clerk Todd Rainier and Town Moderator Marc Miville who
65 will report on the March 10, 2020 election.

66

67 **PUBLIC HEARINGS**

68 **Public Hearing to accept the donation of \$58,178.00 from Lamontagne Builders (Stinson Hills,**
69 **LLC) to the Town of Hooksett (not in lieu of Impact Fees).**

70

71 Chair Sullivan: I will read the Public Hearing Notice.

72

73 The Hooksett Town Council will be holding a public hearing on Wednesday, March 11, 2020 @
74 6:00 pm at the Hooksett Town Hall Chambers, 35 Main Street, Hooksett, NH. The purpose of
75 the public hearing is to accept a donation for a total amount of \$58,178 (\$30,178 + \$28,000)
76 from Lamontagne Builders (Stinson Hills, LLC) to the Town of Hooksett (not in lieu of Impact
77 Fees) per RSA 31:95-b, III (a). For documentation or questions, contact the Hooksett Public
78 Works Department at 603-668-8019.

79

80 David Ross, 56 Sherwood Drive: There are a couple of concerns I have. I was made privy to one of the
81 checks; on the memo line was written 'signed in protest.' How can a donation be made in protest?
82 Another document I saw says that, effectively, this is a fee for road maintenance. A donation made
83 under protest is an oxymoron. I am very concerned that this may put the Town in legal jeopardy. Being
84 forced to donate in order to do business is extortion. Call it a fee or call it a charge. I think the Council
85 needs to rethink this before accepting it.

86

87 R. Duhaime: I was on the Planning Board when the developer, Stinson Hills, LLC, bought this
88 subdivision from another developer. The purchasing developer assumes all of the rights and
89 requirements of the plan. He can't pick and choose which responsibilities he wants to assume.

90

91 Chair Sullivan: I want to answer a question just posed to me by Councilor Karolian. This is a Public
92 Hearing, not Public Input, so Councilors may respond to questions and comment on the issue.

93

94 A. Garron: This project was approved in 2008 as a conservation subdivision. As such, the developer
95 was required to have open space and an active recreational space. A provision allows for the developer
96 to provide something in lieu of the recreational space if the abutters are concerned about noise from the
97 recreational area. In this case, they did, and the developer agreed to instead pay for the lease of a
98 street sweeper. At that time, the Town was leasing a street sweeper. Going forward 12 years, the

99 situation is different because the Town now has purchased a street sweeper. Town Planner Nick
100 Williams brought me in on the conversation with Mr. Lamontagne when he voiced his displeasure.
101 Unfortunately, these were the conditions of approval.

102
103 J. Durand: Is it possible to see these checks? It is hard to read them in our packets.
104

105 C. Karolian: I have it up here on my screen.
106

107 D. Ross: It's not a donation; it's a fee, a contract obligation. That's a different RSA.
108

109 A. Garron: Councilor Karolian asked to meet with me on this. I brought in Finance Director Christine
110 Soucie, who said these funds are unanticipated revenue. When I was speaking with Mr. Lamontagne
111 and Nick Williams, Mr. Lamontagne said he was paying under protest. We could have called it a
112 number of things. 'Donation' is probably the best term.
113

114 C. Karolian: When it comes to the street sweeper...this is supposed to be a payment on...according
115 to...I am going to read for the public and for the public's benefit what it actually says for language on
116 the approved plan. I have on my screen a check dated November 27, 2019 in the amount of \$30,178.
117 On the bottom left it says, 'paid under protest, funds for roadway maintenance, fee intended for a street
118 sweeper lease.' Another check with the same date in the amount of \$28,000 says 'Recreation
119 Department contribution.' I have a few questions: Why is this person protesting? This was approved in
120 2008. When did the first contractor start working on the project, and when was the project purchased by
121 Mr. Lamontagne? Do you have ballpark dates?
122

123 R. Duhaime: The development started no more than three years ago. They did no blasting. They only
124 put in the main road up to the first major wetlands crossing. Mr. Lamontagne has had the project for
125 about one and a half years.
126

127 A. Garron: Actually, the first plan was approved in 2004 but was modified and approved again in
128 2008. The plan we have before us is the one approved in 2008.
129

130 R. Duhaime: In 2012 an Alternation of Terrain (AOT) permit was granted, and in 2013 a Wetlands
131 permit was obtained.
132

133 C. Karolian: When a plan is approved, isn't there a five-year window that they have to...
134

135 R. Duhaime: ... show some substantial completion to occur. Right, but the original plan didn't have it
136 connecting to Jacob Avenue. It was not a phasing plan. There were stages and amendments to the
137 plan. More land was purchased and a phasing plan was implemented.
138

139 C. Karolian: For the benefit of the public, I will read from the approved plan. Number 12 says, "The
140 developer/contractor is responsible to the Town of Hooksett for a roadway maintenance fee of \$30,178,
141 to be paid prior to the issuance of the first Certificate of Occupancy (CO), to be a lease payment for a
142 street sweeper and not in lieu of Impact Fees." I would like to know if this street sweeping work was
143 subcontracted to a private company or the lease of equipment.
144

145 Earl Labonte, Public Works Director: It was for the lease of a street sweeper.
146

147 C. Karolian: Number 13 says, "The developer is responsible for making a Recreation Department
148 contribution of \$28,000 at the start of phase two. It is not in lieu of Impact Fees." This is for the
149 construction of Colleen Circle, which I think has just started. Was the first CO granted prior to the

150 payment for roadway maintenance? I asked the Town Administrator and the Finance Director about the
 151 deposit of these checks, because at a meeting a few months ago, I was told that checks are held until
 152 the Town Council accepts them. On November 27, 2019 check #1412 from Lamontagne Builders – a
 153 donation for a street sweeper - was deposited, and a second check – a donation to the Recreation
 154 Department – was also deposited, and in the same account for unanticipated revenue. These were not
 155 accepted by the Town Council. For the record, I do not know Mr. Lamontagne. I have no business with
 156 him and no connection whatsoever. Why were these checks not accepted in November? Apparently,
 157 these deposits were discovered during auditing or reconciliation of accounts.

158
 159 Chair Sullivan: Regarding all donations to the Town, this is a question which needs to be addressed.
 160 You did bring up the question of where checks are kept. There is a four-month delay here, and we need
 161 to clarify that. I would like to get back first to the original question.

162
 163 C. Karolian: I beg to differ. This is important. Under RSA 31-95 b, the law is very specific about what is
 164 to be done with unanticipated revenue and donations.

165
 166 A. Garron: Councilor Karolian asked me the same question. According to the Finance Director, the
 167 checks were deposited but not spent, awaiting a Town Council decision.

168
 169 Chair Sullivan: Why did it take so long?

170
 171 C. Karolian: It does matter what it is being called. It was required to be paid by the developer. There is
 172 a huge time lag since 2004 and even 2008. On page six of the Brookview Development Plan, it says
 173 that if these amounts were not paid, they could not continue with the development. What will happen to
 174 these plans, going forward, if the Town Council doesn't accept the funds?

175
 176 A. Garron: This was discussed in my office. My perspective may be different from that of Councilor
 177 Karolian. My assumption, given that these payments were in place of creating a recreation area, is that
 178 the opportunity to appeal that decision was in 2004.

179
 180 T. Tsantoulis: Originally, this item had a particular smell that was not pleasant. It helps to now know that
 181 the subdivision changed hands. The second developer was perhaps caught off guard and blindsided
 182 about the \$58,178 and not prepared for it. I want to thank the Town Administrator and Councilor
 183 Duhaime for their explanations. To go any further would be to call into question the integrity of these
 184 two individuals, which I am not prepared to do. I do wonder why the checks were cashed. We may have
 185 to later address the checks deposited prematurely.

186
 187 J. Durand: Page eight of our packet says this is a fee, and it is called a fee in other places. Now it is a
 188 donation. I want Mr. Lamontagne to be here for a discussion about the checks.

189
 190 ***J. Durand motioned to table this item and take it up when Mr. Lamontagne can be here. C.***
 191 ***Karolian seconded the motion.***

192
 193 Chair Sullivan: This may require additional posting.

194
 195 C. Karolian: Can I amend a motion to table?

196
 197 Chair Sullivan: No, a motion to table cannot be amended.

198
 199 A roll call vote was taken on the motion.

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Roll Call Vote #4

A. Walczyk *Not present*
J. Levesque *Aye*
C. Jones *Aye*
R. Duhaime *Nay*
J. Durand *Aye*
C. Karolian *Aye*
T. Tsantoulis *Aye*
A. Comai *Aye*
J. Sullivan *Aye*
Voted in favor (7-1).

C. Karolian: I was not attacking the integrity or credibility of anyone.

T. Tsantoulis: I was just saying that I wasn't prepared to do that.

PUBLIC INPUT

D. Ross, 56 Sherwood Drive: The landscape bond release for Osborne Agway is coming up on the agenda. I just want to say that this is premature when it is not even Spring. They were going to create a wetland on the side of the road, a ditch. What is there does not resemble a wetland. Drainage is coming out under the pavement. I asked about a berm. They have paid no attention to that insight. Water will continue to rise. I am concerned because it is the Town's responsibility to protect landowners. I recommend holding off on the release of the bond.

SPECIAL RECOGNITION

Hooksett Municipal Employee - New Hires

A. Garron: We have two new hires. Kari Barton is a new Laborer in the Public Works Department, and Jennifer Neely is a new Police Patrol Officer.

SCHEDULED APPOINTMENTS

**Todd Rainier, Town Clerk and Marc Miville, Town Moderator - March 10, 2020
Town/School/Special General Election Results**

T. Rainer: We began the election yesterday with 10,702 registered voters. The checklist supervisors reported 27 new registrations at the election. Ballots cast totaled 2,021, with 83 of these being absentees. It was a fantastic turnout. I posted the results on the website at 10:30 pm. Notification letters were mailed today to candidates voted into office.

T. Rainier: In District 6, two candidates received two votes each. Letters have been sent informing them of a coin toss to determine the outcome per RSA 669:36. The coin toss will be held in the Town Clerk's office on Tuesday, March 17, 2020 at 2:00 pm.

T. Rainier: The vacancy for the Cemetery Commission did not appear on the ballot due to an error on my part. In transposing the list of candidates in the order they were to appear on the ballot to the order form for the printer, I inadvertently left that section off. There was no candidate; it would have been a write-in. I have consulted Attorney Serge, and he recommends appointing someone to fill this position, per your usual process, until the 2021 town election, and then electing someone for a two-year term.

252 T. Rainier: Our thanks to everyone who helped at the polls. The DPW sets up and breaks down the
 253 voting booths for us at every election, and we are grateful. I want to thank the Police Department,
 254 especially Officer Logan and Lieutenant Robie, for their engagement in the process on Election Day.
 255 They pitched in, handing out stickers and performing other tasks. We had a resident with a medical
 256 emergency late in the day, and Lieutenant Robie immediately responded. Additional thanks go to the
 257 School District Clerk/Moderator Leeann Moynihan. She was a tremendous help throughout the entire
 258 day. Thanks, Leeann. Next, thanks to David Ross, who cannot seem to sit still when we are reconciling
 259 the results before announcing them. He was a tremendous help with breaking down and packing the
 260 election materials. Councilors were key assistants throughout the day. You experienced firsthand the
 261 difference you made, and we appreciate your inclusion in this process. No matter what size the election
 262 is, it takes a group of people to assist the Board of Elections in an execution of a successful event. We
 263 had six to ten voters who volunteered their time to count unmarked ballots in the weeks before the
 264 Election. For the Town, School, and State Elections, we counted and collated over 11,000 pages.
 265 Another 12 to 30 unpaid residents assisted with reconciling the checklist and write-in results at the
 266 close of the polls. These individuals are committed to the process and all they receive is a "thank you"
 267 and maybe a bottle of water in return for their many hours of effort. They are an integral part of the
 268 team that makes elections successful.

269
 270 T. Rainier: Yesterday was not without its hiccups. Wet ballots do not agree with the 1980's technology
 271 of the Accuvote tabulators, and we had numerous issues throughout the day as a direct result of the
 272 use of hand sanitizer and disinfectant wipes by the voters. The three elections we have facilitated in the
 273 last two months have each offered challenges, some we have never seen before. The Board of
 274 Elections, volunteers, elected officials and staff have met each of these challenges as a team, and we
 275 all should be happy with the outcome. Be aware that we have two large elections in the Fall: the State
 276 Primary on September 8th (the day after Labor Day) and the General Election on November 3rd. Please
 277 mark your calendars now, because we need you there.

278
 279 M. Miville: I reminded candidates throughout the day yesterday that, per State law, they have ten (10)
 280 days to remove their signs.

281

282 **CONSENT AGENDA**

283 **Osborne's Aways Site Letter of Credit Release of \$346,363.00 to Farm Credit East, ACA**

284

285 B. Thomas: I am in charge of inspecting the site work, not so much the foundation. Mr. Ross said when
 286 the foundation was put in there was water around the foundation, which could come up and out of
 287 pavement, possibly destabilizing the pavement or the foundation. Matt Lavoie, Code Enforcement
 288 Officer, and I will go to see Mr. Osborne before we close out the project. We may call Mr. Ross to
 289 share his pictures again. I am happy to do that.

290

291 R. Duhaime: We still have the landscaping bond.

292

293 B. Thomas: That is only \$7,000. I would still like to reduce the bond.

294

295 ***C. Karolian motioned to table this item until the Council gets information back from the Town***
 296 ***Engineer that every step from the pouring of the foundation is complete and until he gets back***
 297 ***to us about the water, drainage, and wetlands. T. Tsantoulis seconded the motion.***

298 ***Voted in favor (7-1). R. Duhaime voted nay.***

299

300 **TOWN ADMINISTRATOR'S REPORT**

301

302 A. Garron: We have put information about the coronavirus on the Administration and Code
 303 Enforcement pages of the Town website, with links to Health & Human Services and ultimately to the

304 CDC. The message is still the same regarding precautions everyone should be taking. There are three
305 reported cases in Grafton County and two in Rockingham at this time.

306

307 A. Garron: As you will remember, the DES was here on January 22nd. They have set a meeting for May
308 instead of April so that they can get additional well water samples. Bonnie Smith has arranged for the
309 workshop to take place at Cawley Middle School on May 11th beginning at 6:00 pm.

310

311 T. Tsantoulis: Would you please email us the information regarding the date and time?

312

313 A. Garron: Yes, I will do that.

314

315 A. Garron: I was interviewed today by a Union Leader reporter about our labor contracts which passed
316 at the Town Election yesterday. We had two successful negotiations, with cost savings for one and
317 maintenance plus some cost savings for the other.

318

319 A. Garron: I want to announce that a meeting for the organization of the bicentennial celebration will be
320 held on March 18th beginning at 6:00 pm in the Council Chambers. I want to thank Nick Germain and
321 Chair Sullivan for their work on this.

322

323 **OLD BUSINESS**

324 **TIF District Sewer Final Design Amendment**

325

326 A. Garron: This is a follow-up to the January 22nd presentation of the EDAC on the TIF Sewer District
327 Design.

328

329 B. Thomas: To summarize, the Town wants to provide sewer to the west side of Hooksett. The
330 engineering study of the basic layout is complete, including the cost to design the water system, given
331 that it has been determined that water is included in infrastructure items approved via the warrant
332 article which was passed two years ago. Funding includes \$1.2 million from the Sewer Department and
333 \$2.25 million of TIF funds already collected and to be collected. There could also be Clean Water
334 Revolving Funds from the State. The Town Council has approved moving forward with this plan.
335 Underwood Engineering has now submitted a proposal for the final design of the TIF Distract sewer
336 and water in the form of an amendment to their existing contract. The existing contract in the amount of
337 \$431,800 was for the engineering study and preliminary design. The proposed amendment includes
338 \$807,200 for the final design, for a total of \$1,239,000. It does not include construction monitoring
339 costs.

340

341 B. Thomas: Phases 1 and 2 will take place in the Exit 10 area and will include a new pump station in
342 the Kimball Drive area, a second river crossing to connect the proposed sewer to the Martins Ferry
343 Road pump station, and upgrades to the Martins Ferry Road pump station. Phase 1 will require gravity
344 sewer from the new pump station on Kimball Drive to Route 3A at the intersection of Goonan Road.
345 Phase 2 will require gravity sewer from the new pump station on Kimball Drive to Route 3A just north of
346 the self-storage facility. The Town will pay for sewer to Route 3A, north of Walmart. Working with the
347 business owners, hopefully they will build the sewers for their own properties. Phases 1 and 2 will be
348 designed this year and construction will start in 2021 and finish in 2022. The others will be designed
349 next year, going up Cross Street over two State-owned parcels to the Larrabee property. Phases 3
350 through 5 will be done by 2024, according to the plan.

351

352 R. Duhaime: Why does the design go up Cross Street? Why would we design Phase 3? Why don't we
353 stop at Route 3A?

354

355 A. Garron: The reason we are paying for the design is because we want to make sure it is built
356 according to our design. This will help with negotiations.

357

358 Chair Sullivan: I understand your concern, Councilor Duhaime, is going up Cross Street to the Larrabee
359 property.

360

361 R. Duhaime: It goes out of the TIF District.

362

363 B. Thomas: One reason for us to do the design is so that it will be complete. We have a history of
364 developers disappearing. Second, we have more control over the design if we do it ourselves. Third, we
365 are trying to make a deal with developers; this will make it easier for them to come to the table. They
366 will do all of the construction after a certain point. The design goes out of the TIF District because it is
367 the simplest and easiest way. Supreme Industries has been involved in many of the discussions and
368 they are very much interested in this. What we have designed is the most efficient way to get to their
369 property. We can service the whole neighborhood. There is a benefit to getting the one property not in
370 the TIF District developed too.

371

372 R. Duhaime: By 2023, Supreme may not own that property. I don't see the benefit in going there until
373 Phases 1 and 2 are done. Three years from now, none of this may be developed.

374

375 B. Thomas: There is no guarantees that anybody stays. This is a decent property and a good location.
376 We are designing outside of the district to get to another part of the district. Supreme would do the
377 construction; this is just the design.

378

379 C. Karolian: I want to go to the map to clarify the area to which Councilor Duhaime is referring.

380

381 B. Thomas: Supreme Industries, the Larrabee property, is the yellow-shaded area.

382

383 C. Karolian: What will be developed there?

384

385 B. Thomas: I am not sure what will be developed there.

386

387 R. Duhaime: There is no concrete agreement to develop that property.

388

389 Chair Sullivan: Phase 2 raises the same question.

390

391 T. Tsantoulis: One side is in the TIF District and one is not.

392

393 R. Duhaime: This is an \$800,000 design.

394

395 B. Thomas: This is a very small part of the design.

396

397 R. Duhaime: Where the blue line is, a dry line is already there.

398

399 A. Garron: The TIF Committee worked from July through December on this plan. These items were
400 debated. For Phases 1 and 2, businesses are already there. It is a good start. Water and sewer
401 projects are expensive. We want to design them ourselves so they fit into our system. We will build
402 some and the private entities will build the rest. There was a lot of discussion about Phase 3. Supreme
403 Industries attended a lot of meetings. We will back off on construction but provide the design. It is
404 topographically the best, and the Town could more easily get the needed wetland easements from the
405 State than private property owners. January 22nd was the time to flesh this out.

406

407 Chair Sullivan: The big purple area on the map is the commercial zone.

408

409 R. Duhaime: That is already an accepted town road. We are crossing into something...the State could
410 sell its surplus land. We are getting out of the TIF District. We are not looking for commercial
411 development on Cross Road. We are stepping out of bounds from what we agreed to. There is nothing
412 on paper. There is no agreement.

413

414 C. Karolian: For clarity, is the dotted red line the border of the TIF area?

415

416 R. Duhaime: Correct.

417

418 A. Garron: This has been voted on and done.

419

420 C. Karolian: The Town has decided that the TIF District will go from the east side of Route 93 and shoot
421 northwest to those two properties and then back down to the river. Why didn't the design go farther up
422 Route 3A, east of Route 93, and stay along the Route 3A corridor?

423

424 A. Garron: Bruce, do you know why the sewer goes along the riverbank and not along Route 3A?

425

426 B. Thomas: They are thinking about it. That is the one place they are thinking of moving it.

427

428 R. Duhaime: Why are the engineers designing the water system for Phase 1?

429

430 B. Thomas: It is not a big deal. Two water companies end at Hackett Hill Road. This will connect them
431 and we control where the lines go. This is 3,600 feet from Dunkin Donuts to New England Records
432 Retention.

433

434 R. Duhaime: What is the cost?

435

436 Chair Sullivan: We have established that infrastructure does include water.

437

438 R. Duhaime: Once we get to Route 3A, I don't remember seeing this design.

439

440 A. Garron: This is exactly the same plan we saw in January.

441

442 Chair Sullivan: We are debating what is already approved. The voters approved the funding but the
443 outline of the TIF District is up to us.

444

445 C. Karolian: Why does the design not bring water as far as it brings the sewer to Supreme Industries?

446

447 B. Thomas: They will have to design it. For now, just ignore the green line. I was trying to tell you, but I
448 didn't get to.

449

450 R. Duhaime: Why does the design go beyond Phase 2?

451

452 B. Thomas: By awarding the whole design, it gets done faster.

453

454 Chair Sullivan: It is comparable to the Master Plan.

455

456 A. Garron: I thought this was a high priority of the community. Phases 1 and 2 are the low hanging fruit.
457 I would hate to be behind schedule and miss opportunities.
458

459 T. Tsantoulis: When we agreed to form a TIF District, Phases 1 and 2 had immediate needs. We
460 understood there was a certain amount of gamble. We hired an engineering firm in which we have faith
461 and confidence. More harm than good will be done if we pick this thing apart. We need to get it running.
462 We have used a lot of time arguing over a small part of the project.
463

464 C. Karolian: Is this the complete design for Phases 1 through 5?
465

466 B. Thomas: Yes, it is. The bond is for the whole design.
467

468 C. Karolian: Should we need to spend more on design?
469

470 A. Garron: Only if we change the design. That is the caveat.
471

472 ***T. Tsantoulis motioned to approve of the Town Administrator signing Amendment Number 1 of***
473 ***Underwood Engineering's contract with the Town to increase the existing contract by \$807,200***
474 ***for a new contract amount of \$1,239,000. Chair Sullivan seconded the motion.***
475

476 Chair Sullivan called for a roll call vote on the motion.
477

478 R. Duhaime: From Tri-Town to the Larrabee property is adding sewer and water for one specific
479 property. There has to be a cost for this. It should go all the way to Bass Pro Shop and all of the other
480 businesses.
481

482 C. Karolian: From the old amount to the new is an increase of 100% or double? Does it cost \$800,000
483 to go from the Larrabee property back to the TIF District?
484

485 B. Thomas: The first part, \$431,800, was the engineering study and preliminary design. The \$807,200
486 is for the actual design and other costs such as the water main, traffic studies, easements, and surveys.
487

488 Chair Sullivan: The project is \$2.5 million. We must have discussed going through private property
489 lines. We need to pull back if we told the voters differently. We need to close up shop.
490

491 R. Duhaime: What we are looking at is a different plan.
492

493 Chair Sullivan: This one has a different color format.

494 T. Tsantoulis: Mr. Chairman, may I call the question?
495

496 Chair Sullivan called for a vote on the motion to approve Amendment Number 1 of Underwood
497 Engineering's contract with the Town to increase the existing contract by \$807, for a new contract
498 amount of \$1,239,000.
499

500 **Roll Call Vote #5**

501 ***T. Tsantoulis Aye***

502 ***C. Jones Nay***

503 ***R. Duhaime Nay***

504 ***A. Walczyk Not present***

505 ***J. Levesque Nay***

506 **C. Karolian** *Nay*
 507 **J. Durand** *Nay*
 508 **A. Comai** *Aye*
 509 **J. Sullivan** *Aye*
 510 ***The motion failed (3-5).***

511
 512 T. Tsantoulis: I would like to ask the Town Administrator to invite the project manager from Underwood
 513 Engineering to a future meeting to explain this to us.

514
 515 Chair Sullivan: We should contact the TIF Committee to whom we assigned this task. We have
 516 subcommittees, but if we want to change the Charter and have the Town Council make all decisions
 517 about planning and zoning, we are going to have very long meetings.

518
 519 A. Garron: The TIF Committee did a good job presenting this plan.

520
 521 D. Fitzpatrick: I have a comment. At our January 22nd meeting, many things you are talking about were
 522 covered. The 3,600-foot water line connection from the Records Retention Center to Dunkin Donuts, for
 523 example. I can share these minutes with you or you can go on line to read them.

524
 525 **NEW BUSINESS**
 526 **Storm Water Management Program / Ordinance # 2020-1**
 527

528 E. Labonte: We need to enact an ordinance for storm water management. This is a requirement under
 529 the EPA mandate and NHDES mandates. This is one phase of completing the rest of the storm water
 530 management plan. This proposed ordinance mirrors those of nearby communities. It will bring us one
 531 step closer to compliance with federal and state requirements. It will allow us to work on an Illicit
 532 Discharge Detection & Elimination (IDDE) management plan.

533
 534 ***T. Tsantoulis motioned to hold a public hearing on the Storm Water Management Program/***
 535 ***Ordinance #220-1 at the next Town Council meeting on March 25, 2020. A. Comai seconded the***
 536 ***motion.***

537 ***Voted unanimously in favor (8-0).***

538
 539 J. Levesque left the meeting at 9:00 pm.

540
 541 **NHMA 2021-2022 Legislative Policy Process**
 542

543 D. Fitzpatrick: At the last meeting, Mr. Garron gave a brief overview of the NHMA Legislative Policy
 544 Process. If anyone wants to volunteer for one of the committees, please contact me now. Their first
 545 meeting will be on April 3rd. Page 37 of your packets lists the three committees on which you might
 546 volunteer to serve: Finance and Revenue; General Administration and Governance; and Infrastructure,
 547 Development, and Land Use. At the last meeting, we distributed an orange packet with proposed
 548 legislative policies. It might give you ideas for things to bring forward. This is a biennial process.

549
 550 Chair Sullivan: I would like to check the RSA requiring that three Town Councilors be in attendance at
 551 the end of the Town Meeting. I am wondering if it is possible to appoint someone to act on behalf of a
 552 Councilor.

553
 554 D. Fitzpatrick: I will check with the Town Clerk on that.
 555

556 R. Duhaime: This is something I have talked about for years. I think there should be an exemption or at
 557 least a discount on transponders for Hooksett residents. Trucks and cars avoid the tolls by going
 558 around, and we wait in traffic. Hampton would support this, being in a similar situation. We have no
 559 roundabout and no improvements. This is a ten-year plan, and it is not moving along. The House and
 560 Senate were to vote on the Merrimack toll, but the Executive Council on its own voted to waive the toll
 561 for Merrimack residents. They pay nothing. One of our State Representatives would help with the
 562 drafting of the legislation. Then there is Exit 10. When we were laying out the TIF District, the State told
 563 us we had to build our own highway intersection, that we couldn't have access to the limited highway
 564 access ramp. Then DeMoulas was given this access and Hooksett was not consulted. Then a \$1
 565 million easement was required to protect the State of New Hampshire taxpayers. We have been treated
 566 unfairly.

567

568 D. Fitzpatrick: We can bring these proposals to our governing body, the Town Council, and by majority
 569 vote present them to the NHMA. I may have one suggestion regarding the New Hampshire Retirement
 570 System, if Mr. Garron agrees with me. I recommend waiting until July when the new Council is seated
 571 to pick a conference delegate. Councilor Walczak is unable to volunteer this year.

572

573 **APPROVAL OF MINUTES**

574 **Public: 02/26/2020**

575

576 ***T. Tsantoulis motioned to approve the minutes of the public session of February 26, 2020 as***
 577 ***written. R. Duhaime seconded the motion.***

578

579 Chair Sullivan: Councilor Comai, did you receive any corrections?

580

581 A. Comai: I did not.

582

583 ***Voted unanimously in favor (6-0). J. Levesque left the meeting prior to the vote; C. Karolian was***
 584 ***out of the room during the vote.***

585

586

587 **SUB-COMMITTEE REPORTS**

588

589 T. Tsantoulis: The Board of Assessors has been busy with abatements, especially hardship
 590 abatements.

591

592 Chair Sullivan: From the Heritage Commission, the owner of the barn at the old Duford house will be
 593 tearing it down. It did not meet the demo criteria. However, the owner plans to preserve as much as he
 594 can, including the cupola and surrounding woods. The plan is to recreate and expand the barn, creating
 595 a function pavilion with inside dining. The Heritage Commission plans to meet with Code Enforcement
 596 Officer Matt Lavoie about demo review criteria.

597

598 Chair Sullivan: I attended the Eagle Court of Honor on March 6th for Alex Gannon, a Hooksett resident
 599 and Youth Achiever, who is at the US Naval Academy. It was fantastic and brought back a lot of
 600 scouting memories. This was the 60th Court of Honor for Troop 292, which will be 70 years old in 2021.

601

602 R. Duhaime: The Planning Board approved a subdivision in the back of Webster Wood. Bernice Street
 603 will continue to Granite Street. This is 27 single-family homes.

604

605 T. Tsantoulis: Is this a 55+ community?

606

607 R. Duhaime: No, it is not. Another subdivision proposal was postponed. The location is off Spruce Court
608 and off Farmer Road. It loops to Laurel Acres. There are a lot of wetlands and the land is hilly. The
609 subdivision consists of 133 acres for 37 homes.

610

611 C. Karolian: I attended the Village Water Works presentation on March 3rd. It was informative and the
612 presentation was very well done. They have 1,200 customers, and their water source is Penacook
613 Pond. They have three pumping stations and plans to upgrade water lines and maintain their hydrants.
614 They talked about their new backflow valves and new water storage structure near the Pike Industries
615 quarry. Probably the first one in New Hampshire, it is built on the ground, one floor at a time. They
616 talked about the plumbing under Lilac Bridge, which was interesting. They are replacing old meters with
617 cellular ones so that people can look at their accounts. I have a better understanding of this operation
618 now, and I am glad that I attended. Village Water Works was happy to have a Town Council member in
619 attendance.

620

621 ***R. Duhaime motioned to adjourn at 9:18 pm. J. Durand seconded the motion.***

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

623

624 Respectfully submitted,

625

626 *Kathleen Donnelly*

627 Kathleen Donnelly

628 Records Clerk

629

630

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, April 22, 2020**

The Hooksett Town Council met on Wednesday, April 22, 2020 at 6:00. This was a virtual meeting, as described by Chair Sullivan below.

CALL TO ORDER

Chair Sullivan called the meeting of 22 Apr 2020 to order at 6:08 pm.

Chair Sullivan: Please note that there is no physical location to observe and listen contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order, all members of the Council will be given the means to communicate contemporaneously during this meeting through the Zoom Software platform. The public may access the meeting as it is ongoing by dialing 1-877-853-5247 and then entering the Meeting ID, which is 957-5157-0892, followed by the passcode, which is 2245. The meeting can also be joined via this link: <https://zoom.us/j/95751570892?pwd=UXhyMOFYTnpLV1dZUEc2MlFGUWRUZz09>. The public may also watch/listen with a delay at this location: http://hooksett.granicus.com/ViewPublisher.php?view_id=2. This access notice was posted on

http://hooksett.granicus.com/ViewPublisher.php?view_id=2. It was physically posted at the main entrance at 35 Main Street in Hooksett. If anyone has a problem during the meeting, please call 603-485-8472 Ext. 1. In the event the public is unable to access the meeting, the meeting will adjourn and be rescheduled. Telephonic access using the method just described will be considered the primary public access method in accordance with the Emergency Order. All votes taken during this meeting shall be done by Roll Call vote, and the meeting will commence by taking a Roll Call attendance. When each member states his presence, he will also state whether there is anyone in the room with him during this meeting, which is required under the Right-to-Know law. We requested that Public Input be communicated via email or a letter. None was received.

PROOF OF POSTING

Town Administrator Andre Garron provided proof of posting.

ROLL CALL

In Attendance: Councilor James Sullivan, Councilor Robert Duhaime, Councilor John Durand, Councilor Avery Comai, Councilor James Levesque, Councilor Clifford Jones, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk

PLEDGE OF ALLEGIANCE

Chair Sullivan called for the Pledge of Allegiance.

PUBLIC HEARINGS

Public hearing to accept unanticipated revenue in the amount of \$58,178.00 (\$30,178.00 + \$28,000.00) from Lamontagne Builders (Stinson Hills, LLC) (not in lieu of Impact Fees) per RSA 31:95-b, III (a). (tabled at 03/11/2020 Town Council Meeting).

Chair Sullivan: This item was tabled at the March 11, 2020 meeting by Councilor Durand. Does anyone wish to motion to remove it from the table?

J. Durand: I would first like to hear the letter from Mr. Lamontagne.

A. Garron: On February 26, 2020, Mr. Lamontagne was invited to attend this meeting. He told us he did not wish to attend, but he submitted a letter instead.

Chair Sullivan: Does any Councilor object to having Town Administrator Garron read the letter?

All nine Councilors responded individually that they had no objection.

April 17, 2020

Nicholas Williams

Town of Hooksett Planning Director

RE: Beaver Brook (aka "Brookview")
Note 12 - Sweeper Payment of \$30,178; and Note
13 Recreation Payment of \$28,000

Dear Nicholas:

You asked for my thoughts about the payments made by Stinson Hills, LLC which were marked as "Paid under Protest" when delivered. First, I want to disclose that when Stinson acquired the Project, the owner told us the payments described in Notes 12 and 13 no longer applied because the Public Works Director had been fired. I admit I did not look into this with the Town because I knew the circumstances surrounding the firing of the DPW Director had been very embarrassing. When Stinson acquired the Project, we were never asked for either payment, which is why receiving an email from Hooksett DPW last October asking for them, almost 2 years after we began the Project, was a surprise, causing me to recall what the owner had told us about those payments.

I am very uncomfortable with making payments when their purpose is in question and feel strongly that the Town must do more research before asking for them to be made. When we asked for additional information, it was presumably not readily available, likely because this Project began on or about 2004. However, I need to insist someone dig into the old paper records of the Planning Board, because we are entitled to know the requested payments were legal and not payoffs. I offer more specific comments below.

Sweeper Payment

Note 12 states the developer is responsible to pay a "Town of Hooksett Roadway Maintenance Fee of \$30,178.00" to cover a lease payment for a street sweeper. Neither I nor anyone else I know in the development community has ever heard of a Hooksett Roadway Maintenance Fee. More importantly, Stinson does all its own road maintenance and plowing until the town accepts the roads. Since Stinson will receive no benefit from a \$31,078 lease payment for Town equipment, I oppose making this payment and leave it to the Town to convince me it is warranted.

Recreation Payment

95
96 The Project was approved under the Conservation Development Ordinance, which allows
97 additional "Recreational Lots" be developed for active recreation in addition to the Open Space.
98 Both benefit **the residents residing in the development** as opposed to the public and a
99 Recreational Lot is not required. The Project's open space exceeds the open space size
100 required by the Ordinance and for active recreation; there are sidewalks running along each
101 road throughout. Both benefit its residents, as opposed to the public at large. When I asked
102 others who were present at the Planning Board about this payment, they told me the Planning
103 Board expressed concern about requiring a developer to provide a "Recreational Lot" because
104 they impose additional maintenance costs on homeowners' associations, require insurance to
105 manage the risk and create problems when members of the public try to use them.

106
107 Note 13 required the developer make a \$28,000 payment to the Hooksett Recreation
108 Department but then states the payment is not an impact fee. If it is not an impact fee, what is
109 it? The Hooksett Recreation Department only manages public recreation improvements to
110 which impact fees contribute. Each time Stinson builds a new home, it makes a \$695.00
111 recreation impact fee payment. When the Project is complete, Stinson will have contributed
112 more than \$60,000 in recreation impact fees. Since the former DPW Director also managed the
113 Parks and Recreation Department, I need to know the purpose of the \$28,000 payment. If this
114 fee was imposed because the original developer elected to not develop a "Recreational Lot",
115 that does not work because the benefits of a Recreational Lot only apply to the lot owners in
116 the subdivision, not the general public.

117
118 I hope this letter helps the Board to understand Stinson's concerns and why it does not wish to
119 make any payments to the Town not knowing what they are for. These payments have no
120 rational basis, and we need to know more. Please feel free to seek legal advice on this action.

121
122 Sincerely,

123
124 Bob LaMontagne, Manager
125 Stinson Hills, LLC

126 C. Karolian: I would like to make a motion that this item remain on the table until the Planning Board
127 Chair appears before us with evidence that prior to and after 2004, when this project was approved, the
128 Town of Hooksett had roadway maintenance fees that had to be paid by other developers.

129 Chair Sullivan: We should not be talking about this item until it is taken off the table.

130
131 R. Duhaime: Legal can go back into this, but when a subdivision is approved, the plan is recorded with
132 the State and with the County Registry of Deeds. Anything recorded on the plan is vested and stays
133 with the deed.

134
135 T. Tsantoulis: We are violating our own rules by discussing this before it has been taken off the table.

136
137 ***R. Duhaime motioned to remove this item from the table. T. Tsantoulis seconded the motion.***

138
139 **Roll Call Vote #2**

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140 **R. Duhaime Aye**
 141 **J Durand Nay**
 142 **C. Jones Nay**
 143 **J. Levesque Aye**
 144 **A. Walczyk Aye**
 145 **A. Comai Nay**
 146 **C. Karolian Nay**
 147 **T. Tsantoulis Aye**
 148 **J. Sullivan Nay**
 149 **Motion failed (4-5).**

150
 151 **C. Karolian motioned to have the Planning Board Chair appear before the Council with evidence**
 152 **that prior to and after 2004 the Town of Hooksett had roadway maintenance fees that had to be**
 153 **paid by other developers. Chair Sullivan seconded the motion.**

154
 155 **Roll Call Vote (called by Chair Sullivan)**

156 **C. Jones Aye**
 157 **R. Duhaime Aye**
 158 **T. Tsantoulis Nay**
 159 **A. Comai Aye**
 160 **C. Karolian Aye**
 161 **J. Durand Nay**
 162 **A. Walczyk Aye**
 163 **J Levesque Aye**
 164 **J. Sullivan Aye**
 165 **Voted in favor (8-1).**

166
 167 **A. Garron: Do we want to consult legal as well?**

168
 169 **C. Jones motioned to solicit legal counsel on this issue. C. Karolian seconded the motion.**
 170 **A roll call vote was taken on the motion.**

171
 172 **Roll Call Vote #3**

173 **A. Comai Aye**
 174 **C. Jones Aye**
 175 **A. Walczyk Aye**
 176 **J. Durand Aye**
 177 **R. Duhaime Aye**
 178 **T. Tsantoulis Nay**
 179 **J. Levesque Aye**
 180 **C. Karolian Aye**
 181 **J. Sullivan Aye**
 182 **Voted in favor (8-1).**

183
 184 **Public Hearing to discuss the proposed Storm Water Management Program Ordinance #2020-1.**

185
 186 **Chair Sullivan: I am going to read the Public Hearing Notice:**
 187

188 The Hooksett Town Council will be holding a public hearing on Wednesday, April 22, 2020 @
 189 6:00 pm at the Hooksett Town Hall – Council Chambers, 35 Main Street, Hooksett, NH. The
 190 purpose of the public hearing is to discuss the proposed Storm Water Management Program
 191 Ordinance #2020-1. This notice is per Chapter 231: 132-a of the NH Revised Statutes
 192 Annotated, and Section 3.6 of the Hooksett Town Charter. The full text of the proposed
 193 ordinance is available at the Town Clerk's office and the Public Works Department and via
 194 www.hooksett.org for your inspection. Questions should be directed to the Hooksett Public
 195 Works Department at 603-668-8019 or the Office of the Town Clerk at 603-485-9534.
 196

197 Chair Sullivan opened the Public Hearing at 6:40 pm.
 198

199 E. Labonte stated that having this ordinance is a requirement of the EPA, and it establishes the Town's
 200 legal and administrative authority to regulate, respond to and enforce illicit discharges in the
 201 community. It includes the authority to impose penalties as well.
 202

203 R. Duhaime: Is this an amendment?
 204

205 E. Labonte: No. It is a new ordinance. We did not have one prior to this.
 206

207 J. Levesque: Is this retroactive?
 208

209 E. Labonte: No, it is not retroactive but it is something which we should have done already.
 210

211 Chair Sullivan: I will close the public hearing at the end of the meeting.
 212

213 **SPECIAL RECOGNITION**

214 **Hooksett Municipal Employee - New Hire**

215
 216 A Garron: We have one new hire. Mr. Kenneth Conaty is the new Wastewater Department
 217 Superintendent, replacing Mr. Bruce Kudrick.
 218
 219

220 Chair Sullivan: We thank Mr. Kudrick for his many years of service, and I assume we will honor him at
 221 some time in the future.
 222
 223

224 **SCHEDULED APPOINTMENTS**

225 **Appointment with Judy Mason**

226
 227 Judy Mason, 115 Merrimack Street: May 7, 2020 is recognized as a National Day of Prayer. I would like
 228 to gather with a small group of ten or fewer people outside by the flagpole on that day. Because of
 229 COVID-19, I wanted to present this to the Town Council before inviting anyone, and if we are able to
 230 have the gathering, I would like to invite someone to represent Town Hall.
 231
 232

233 T. Tsantoulis: While I would normally support this, I think this sends a mixed message about social
 234 distancing. There is enough controversy about this; we don't need to add to it. I am opposed to this at
 235 this time.
 236

237 C. Karolian: I feel the same as Councilor Tsantoulis.
 238

239 R. Duhaime: I would be glad to join you, Judy. I suggest holding the event at the Veterans Park flagpole
 240 where it would be safer and those gathering would be less conspicuous. How do you feel, Mr. Garron?

241
 242 A. Garron: I want the viewpoint of the Town Council.
 243
 244 Chief Bouchard: My only concern is who will enforce the guidelines if more than ten people show up.
 245
 246 J. Miller: This is by invitation only, and everyone will wear a mask.
 247
 248 Chief Burkush: I am okay with it.
 249
 250 Chair Sullivan: Could this be held at a place of worship?
 251
 252 C. Karolian: The intention is good, but this is Town property. How do we stop others from joining in?
 253 What would be the enforcement?
 254
 255 J. Levesque: The parks are closed, aren't they?
 256
 257 C. Karolian: What is the purpose of doing this in public?
 258
 259 J. Miller: The National Day of Prayer was established in 1952 by Ronald Reagan. I have been the State
 260 coordinator for 15 years. We had an application in to hold this at the State capital, but it was cancelled.
 261 The quantity of people and distancing were the issues. This is usually done in a public arena. We are
 262 praying for the country; it is not a religious event.
 263
 264 ***R. Duhaime motioned to allow Judy Miller to hold a gathering of no more than ten people at***
 265 ***Veterans Park on May 7, 2020 to recognize the National Day of Prayer. J. Durand seconded the***
 266 ***motion.***
 267
 268 T. Tsantoulis: We have no business authorizing this when the parks are closed.
 269
 270 R. Duhaime: The participants could gather on the Town right of way without being in the park. There is
 271 plenty of room there for ten people to distance, or they can stay in their vehicles. We need all of the
 272 prayers we can get.
 273
 274 C. Karolian: We need clarification as to whether or not this is a violation of the Governor's order.
 275
 276 J. Levesque: What is there to stop others from showing up? Could there be a sign instructing people to
 277 stay in their cars?
 278
 279 C. Karolian: This could set a precedent. What if others come forth with similar requests? This is a
 280 slippery slope. I call the question.
 281
 282 A. Garron: The Governor's order says that ten or more people should not gather.
 283
 284 **Roll Call Vote #4**
 285 ***A. Walczyk Nay***
 286 ***J. Levesque Nay***
 287 ***C. Jones Aye***
 288 ***R. Duhaime Aye***
 289 ***J. Durand Aye***

290 **C. Karolian** *Nay*
 291 **T. Tsantoulis** *Nay*
 292 **A. Comai** *Nay*
 293 **J. Sullivan** *Nay*
 294 ***The motion failed (3-6).***

295
 296 **David Boutin, Chair - Town of Hooksett Tax Increment Finance (TIF) Advisory Committee and**
 297 **David Mercier, Underwood Engineering - TIF District Sewer Final Design Amendment (see item**
 298 **15.1 for details)**
 299

300 Chair Sullivan: I am going to ask the Town Administrator to explain some confusion which resulted from
 301 the minutes of the February 22, 2020 meeting.
 302

303 A. Garron: At the meeting of February 22nd, during the discussion of the TIF District Sewer Final Design
 304 Amendment, a motion to authorize the Town Administrator to sign the Amendment failed. Then,
 305 Councilor Tsantoulis motioned to request that the Town Administrator invite the project engineer to a
 306 future meeting. The motion was seconded by Councilor Levesque. However, a vote was not taken on
 307 that motion. Then, the Town Administrator was simply asked to invite the project engineer to a future
 308 meeting, which he did. Therefore, David Mercier of Underwood Engineering is with us tonight to provide
 309 the information needed. He has been working on this project since June of 2019.
 310

311 Chair Sullivan: A reconsideration motion and vote is needed.
 312

313 D. Mercier: The TIF Advisory Committee met on November 20, 2019 specifically to consider two
 314 alternate routes to get new sewer to the northwest side of Route 93 and the Exit 11 exchange. The first
 315 option calls for continuing along Route 3A to the north beyond the Tri-Town Ice Arena, and cutting
 316 cross-country parallel to Hackett Hill Road, drilling under the highway, and coming out on the other
 317 side. The second option is to tie into the sewer line to the south of Tri-Town and up Cross Road, then
 318 through the two DOT properties up to the private development. The owner of the private property was
 319 invited to the meeting and was anxious that the second option be selected. He has a large pit as a
 320 result of heavy soil mining. To have sewer, he would need to install a pump station and to pay the
 321 maintenance associated with that. With the second option, he could connect to the Town's gravity
 322 sewer line. The plan is to get to the Route 3A/Cross Road intersection regardless. The TIF Advisory
 323 Committee was not opposed to this if the developer is willing to pay for all of that sewer. They adopted
 324 the second option unanimously, and the Town Council voted on it at the January 22nd meeting, when
 325 they approved the proposal of the TIF Advisory Committee.
 326

327 A. Garron: What portion of the project are we looking at exactly? Where does it start and where does it
 328 end?
 329

330 D. Mercier: If you look at the map which is being displayed, Cross Road is on the far left. There is a
 331 thick, dark pink line going from E to F, to G, to G¹ and to H. The Supreme Industries property has a light
 332 blue dotted line indicating private property from G¹ to H, which is the DOT properties.
 333

334 Chair Sullivan: This was shown to us in January, so it is not new to us, correct?
 335

336 D. Mercier: That is correct.
 337

338 Chair Sullivan: Can we go out of the TIF District? Can the line be changed?
 339

340 D. Mercier: Your first question is not a question for me. Yes, you can expand the TIF District line.

341

342 R. Duhaime: We had this same presentation at the Planning Board meeting on Monday. Others on the
343 Planning Board agree with me that we should have something in writing from the developer; we do not
344 have that. Also, we have no easements from the State to go into that residential area. The idea is to
345 stay in the commercial district, not to bring sewer to residential areas. We should concentrate on
346 Phases I and II. New Hampshire could do anything with those properties after we bring sewer and
347 water to them. We would have no say about that.

348

349 Chair Sullivan: Do we have any agreements with anyone?

350

351 A. Garron: No, but we will be pursuing those for Phases I and II. It is up to Supreme Industries or other
352 developers to connect to the sewer.

353

354 Chair Sullivan: Could we motion to expand the TIF District? Wouldn't a developer need our approval on
355 a development project?

356

357 D. Mercier: The answer to both of your questions is yes. I just want to clarify that my company has no
358 ownership of this plan. This is a very small area of the total project, and it is not a major issue. If
359 Supreme Industries proposes a development, yes, they will need Planning Board approval.

360

361 T. Tsantoulis: Thank you for this information, Mr. Mercier. The TIF Committee has made this a priority.
362 We can't pick this apart. These are untapped resources, and we have a great opportunity which other
363 communities would love to have. If the State builds something on their land, it is not necessarily
364 negative. It will probably benefit Hooksett and the rest of the State. We need to keep this project
365 moving.

366

367 D. Mercier: The TIF Advisory Committee's goal is to encourage development. Supreme Industries is the
368 largest parcel that is close to being developed.

369

370 C. Karolian: Thank you for being here. You have clarified a lot. From the pump station to X versus D to
371 H, there is not a huge difference in linear footage, is there? The difference for Supreme Industries is
372 going from Z to X if they want to connect, right?

373

374 D. Mercier: The only reason for the second option is to eliminate the need for Supreme Industries to
375 install a pump station and incur the associated maintenance costs. The Advisory Committee wanted to
376 do what it could to help make this attractive to Supreme Industries without undo cost to the Town.

377

378 C. Karolian: This is not an advantage to the Town. I am looking at a map indicating a proposed area for
379 private funding. Can you explain that?

380

381 D. Mercier: That is not part of the TIF District. It is a separate project planning by the Sewer Department
382 to coordinate with the installation of public water and has nothing to do with the TIF plan. Also, these
383 maps have changed over time, so it is important to look at the date. In general, the goal of the Advisory
384 Committee is to get major components in place.

385

386 C. Karolian: Supreme Industries, which was in Phase 5, has been moved to Phase 3, correct?

387

388 D. Mercier: Yes, that is correct.

389

390 A. Garron: I would like to address the concern with the contract amendment. In 2019, the voters
 391 approved a \$2.5 million bond. An RFP was issued and Underwood Engineering was chosen for the
 392 project. Per Section 4, Subsection 5, the initial contract was for the preliminary engineering. The cost of
 393 the final design was to be determined and added to the contract as an amendment. That is, the cost for
 394 the final design was to be determined after the preliminary engineering was done and added as an
 395 amendment. The third stage, for construction, would be another amendment. This is what we asked for.
 396
 397 Chair Sullivan: At this point we need a motion to reconsider or we need a new motion on the
 398 amendment to the contract.
 399
 400 C. Karolian: If we do not include that route, the dollar amount of the amendment would change. Where
 401 would that design stop?
 402
 403 D. Mercier: We were asked to separate the section from the intersection of Cross Road and Route 3A.
 404 Doing so would reduce the amount of the amendment to the contract by \$34,400. You could design an
 405 alternate way to get to Hackett Hill Road or you could ask us to create another route.
 406
 407 C. Karolian: Does the route still include east of 3A and along the river to the neighborhoods to the north
 408 to the pump station?
 409
 410 D. Mercier: Yes, it does.
 411
 412 R. Duhaime: The third phase will not be done until 2021.
 413
 414 A. Garron: If we subtract \$34,400 from the contract amendment amount of \$807,200, the revised
 415 amount is \$772,800.
 416
 417 ***R. Duhaime motioned to reduce the amount of the contract amendment to \$772,800. T.***
 418 ***Tsantoulis seconded the motion.***
 419
 420 T. Tsantoulis: If we take this piece out, what are the ramifications of these changes?
 421
 422 D. Mercier: If you take this piece out, which is a small part of the much larger project, the cost goes
 423 down. If it is added, say five years later, as a stand-alone project, the price will literally be double.
 424
 425 R. Duhaime: The west side, which is residential, was never supposed to part of the District.
 426
 427 T. Tsantoulis: I want this project to continue. I am very much in favor of it. We want to be certain not to
 428 blow it out of the water.
 429
 430 C. Karolian: We will still have the opportunity to connect later.
 431
 432 J. Levesque: It will cost a lot more later.
 433
 434 Chair Sullivan: The cost would be twice as much, per Mr. Mercier.
 435
 436 C. Karolian: He didn't say it would be twice as much.
 437
 438 D. Mercier: I did say it could double if done as a stand-alone project. It would be about \$70,000. This is
 439 because we would have to create all of the documents for one small project.

440
441 A roll call vote was taken on the motion to reduce the amount of the contract amendment to \$772,800.
442

443 **Roll Call Vote #5**

444 ***T. Tsantoulis Aye***
445 ***C. Jones Not present***
446 ***R. Duhaime Aye***
447 ***A. Walczyk Aye***
448 ***J. Levesque Aye***
449 ***C. Karolian Aye***
450 ***J. Durand Aye***
451 ***A. Comai Aye***
452 ***J. Sullivan Aye***

453 ***Voted unanimously in favor (8-0).***

454 (Councilor Jones left the virtual meeting at some point prior to Roll Call Vote #5.)
455
456

457 **CONSENT AGENDA**

458
459 **Accept donation of (1) 2011 Pace open utility trailer from SAU 15 valued at \$450.00 to the Town**
460 **of Hooksett for the DPW Parks & Recreation Division per RSA 31:95-e, II.**

461
462
463 **Motion to accept donation money totaling \$363.85 from the Hooksett Police Association and a**
464 **miscellaneous donation to the Town of Hooksett for the Hooksett Police Department per RSA**
465 **31:95-b, III(b) and return that amount to the Police Departments, K9 Trust Fund.**

466
467
468 **Motion to accept the donation of a black aluminum pole valued at approximately \$50.00 from**
469 **Blue Ribbon Company, of Hooksett, NH, to the Town of Hooksett for the Hooksett Police**
470 **Department per RSA 31:95-e: II.**

471
472
473 **Motion to accept the terms of the 2018 Homeland Security Grant Program for EMS Warm Zone**
474 **Equipment, as presented in the amount of \$6,000.00 to the Town of Hooksett for the Fire Rescue**
475 **Department to purchase equipment for the department's active shooter response program per**
476 **RSA 31:95-b III(b).**

477
478
479 ***R. Duhaime motioned to approve the first four items of the Consent Agenda (10.1, 10.2, 10.3 and***
480 ***10.4). A. Walczyk seconded the motion.***

481
482 **Roll Call Vote #6**

483 ***J. Durand Aye***
484 ***J. Levesque Aye***
485 ***C. Karolian Aye***
486 ***A. Comai Aye***
487 ***C. Jones Not present***
488 ***T. Tsantoulis Aye***
489 ***A. Walczyk Aye***
490 ***R. Duhaime Aye***
491 ***J. Sullivan Aye***

492 ***Voted unanimously in favor (8-0).***

493
494
495 **CONSENT AGENDA (continued)**

496 **Bussiere Property #237 Londonderry Turnpike (Across from Zapora Dr.) Reduce Site Bond from**
497 **\$220,000 to \$125,000**
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Urgent Care Facility - #1228 Hooksett Road - Bond Release of \$23,745

Site Bond Release - O'Reilly's Auto Parts - #1339 Hooksett Road - \$210,000

Walnut Hill Avenue - Dion Subdivision Partial Bond Release of \$68,118.81

C. Karolian: Why is it when requesting a bond, do we piecemeal giving it back? Why not release all of the bond when the project is done?

B. Thomas: It is a common practice to issue a partial release when a major part of the project is done. The developers save money on payments, based on the amount of the bond.

T. Tsantoulis motioned to follow the recommendations of the Town Engineer and approve the release of bonds as requested in the last four items of the Consent Agenda (10.5, 10.6, 10.7 and 10.8). A. Comai seconded the motion.

R. Duhaime: For Urgent Care and O'Reilly's, are we still holding only the landscaping bonds?

B. Thomas: Yes. We will hold those for about two years – a little less because they were issued a short while ago.

R. Duhaime: Bussiere received permission from the Planning Board on Monday to add two more buildings. I'm surprised that the bond is being reduced.

B. Thomas: The original bond included those two buildings, and the site looks good. It is really taking shape.

C. Karolian: Which of these is 100% done?

B. Thomas: Urgent Care and O'Reilly are 100% done. We hold the landscaping bond for two years after completion.

C. Karolian: I am confused about that. Is that so they won't move the trees or shrubs or change it?

R. Duhaime: It is to give the plants two years to acclimate. If a plant dies, they need to replace it.

B. Thomas: The two-year landscaping bond is to be sure that the project stays completely done.

A. Walczyk: Are the landscaping bonds done separately?

B. Thomas: Yes.

C. Karolian: Wouldn't the inspection be the job of the Code Enforcement Officer?

B. Thomas: I don't know how it came about, but it is pretty clearly my job.

C. Karolian: I call the question.

Roll Call Vote #7

C. Jones Not present

C. Karolian Aye

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553 **J. Levesque Aye**

554 **R. Duhaime Aye**

555 **A. Walczyk Aye**

556 **J. Durand Aye**

557 **T. Tsantoulis Aye**

558 **A. Comai Aye**

559 **J. Sullivan Aye**

560 ***Voted unanimously in favor (8-0).***

561

562 **TOWN ADMINISTRATOR'S REPORT**

563

564 A. Garron: First I want to provide some information about COVID-19 and the closing of Town Hall,
565 DPW, and Parks & Rec. On March 13th, Governor Sununu declared a State of Emergency in New
566 Hampshire. On March 16th, schools were closed, and have since then been declared closed until the
567 end of the school year. We then closed Town Hall, DPW and Parks & Rec to the public, as other
568 communities have done. The Transfer Station remains open. People may hike, walk and run through
569 the parks, but gatherings of ten or more are not allowed as of March 23rd. At first that was set at 50
570 people or more. My question to the Council is this: Do you want to set an end date for the restrictions?

571

572 Chair Sullivan: The school year will end on June 2nd, for everyone's information.

573

574 T. Tsantoulis: I believe we should continue until there is general loosening of the order by the Governor.
575 We should follow the cues of the Governor and of other communities. We want to do this in an
576 appropriate way. I like the dimmer switch analogy: the light is off now and will gradually come back on.

577

578 Chair Sullivan: Is there any opposition to following this plan? I hear no opposition, so this will be our
579 procedure. You have your guidance, Andre.

580

581 A. Garron: I appreciate that, and I also appreciate the patience and support of the Hooksett residents
582 and the Town employees. The NHMA recently conducted a survey of the financial impact on
583 municipalities of the COVID-19 pandemic. This was an attempt to put numbers and dollar figures to the
584 financial impact. I want to thank our department heads for their quick response to this survey. I know
585 that businesses are struggling and going through tough times, but the same is true of municipal
586 governments. When will there be stimulus funds to help us?

587

588 A. Garron: As a sort of PSA, I encourage everyone to fill out the census form. Please do it, because it
589 provides important information for the allocation of federal funds for such items as schools, hospitals,
590 fire departments and roads. Our representation in Congress is also affected. As of today, 50.5% of
591 people in the United States have completed the form, while New Hampshire's response rate is 48.7%.
592 In Hooksett, an impressive 64.4% have responded.

593

594 A. Garron: I received a note from Barbara Brennan, who runs the Food Pantry. She said that with the
595 schools closed, they have many more clients and are providing meals for children, especially those with
596 free or reduced-price lunches, at their weekly distribution. They cannot accept food donations now
597 because the food would have to be quarantined for seven to ten days, but they are getting food from
598 the schools which would expire if not used. They have only three volunteers at a time. They are social
599 distancing, wearing masks & gloves, and sanitizing constantly. Ms. Brennan says they have had many
600 generous money donations. When they can next accept food donations, they want to store the food in
601 the gym, if possible.

602

603 R. Duhaime: How does Town revenue look? I know there was a lot of Fire Department overtime.

604

605 A. Garron: The Fire Department is updating its quarterly report. I will have an update at the next
606 meeting. Budget-wise, the Town is looking good. As of today, in spite of the COVID-19 situation, the
607 budget is not too bad. There has been overtime in the Fire Department because a couple of firefighters
608 had to quarantine for ten days, and a couple are out on short-term disability, not related to COVID-19.

609

610 R. Duhaime: Can we stay within the budget, even with the Fire Department overtime?

611

612 A. Garron: As of now, yes. We are using less fuel, so there are some savings, along with the additional
613 costs.

614

615 C. Karolian: Andre, will there be federal dollars for the Town due to the crisis? The TIF District was a
616 warrant article and the citizens want us to go through with it.

617

618 A. Garron: There should be some stimulus money, and we are in a good position. That is why you hear
619 the urgency in my voice regarding the TIF district. The more shovel-ready we are, the better. Bruce
620 Thomas has filled out forms relative to this.

621

622 C. Karolian: I want to commend the TIF Advisory Committee, which has worked hard and put in many
623 long hours. I also commend the Town employees for all that they have done.

624

625 PUBLIC INPUT

626 None.

627

628 NOMINATIONS AND APPOINTMENTS

629 **Nominations for Renewal of Health Officer - Matthew Lavoie and New Appointment of Deputy**
630 **Health Officer Cpt. Joe Stalker**

631

632 ***R. Duhaime motioned, per RSA 128 A, to renew the appointment of Matthew Lavoie for a third***
633 ***term consisting of three (3) years to the position of Hooksett Health Officer and for the new***
634 ***appointment of Hooksett Deputy Health Officer Captain Joe Stalker, also an appointment term of***
635 ***three (3) years, which shall run concurrently with the Health Officer's term. J. Levesque***
636 ***seconded the motion.***

637

638 R. Duhaime: Captain Stalker is being added as an assistant. We didn't have before. Is that correct?

639

640 M. Lavoie: Every town is supposed to have an assistant in case the health officer is out of town.

641

642 R. Duhaime: Is there an extra cost?

643

644 M. Lavoie: No, there is not.

645

646 D. Fitzpatrick: It is correct that we have not had one to date. This will be the first time.

647

648 **Roll Call Vote #8**

649 **J. Levesque Aye**

650 **R. Duhaime Aye**

651 **T. Tsantoulis Aye**

652

653 **A. Walczyk Aye**
 654 **J. Durand Aye**
 655 **C. Jones Not present**
 656 **A. Comai Aye**
 657 **C. Karolian Aye**
 658 **J. Sullivan Aye**
 659 **Voted unanimously in favor (8-0).**

660
 661 D. Fitzpatrick: I will need to have the Councilors' signatures on this and a few other documents, so I ask
 662 that all of you stop by between now and Friday. We can bring the documents to your vehicles for
 663 signatures.
 664

665 **Nominations and Appointments for April 2020**

666
 667 **R. Duhaime motioned to nominate Cassandra Brown to the Bicentennial Committee.**
 668

669 Chair Sullivan: We will appoint her at the next meeting.
 670
 671

672 **OLD BUSINESS**

673 **TIF District Sewer Final Design Amendment Tabled at March 11th Town Council Meeting**
 674
 675

676 (This was taken up under Scheduled Appointments earlier in the meeting.)
 677
 678

679 **Solid Waste/Recycling & Transfer Ordinance 00-31 Amendment (tabled at 02/26/2020 Town**
 680 **Council Meeting)**
 681
 682

683 **Chair Sullivan motioned to remove this item from the table. J. Levesque seconded the motion.**
 684

685 **Roll Call Vote #9**

686 **J. Durand Aye**
 687 **A Comai Aye**
 688 **C. Jones Not present**
 689 **R. Duhaime Aye**
 690 **C. Karolian Aye**
 691 **A. Walczyk Aye**
 692 **T. Tsantoulis Aye**
 693 **J. Levesque Aye**
 694 **J. Sullivan Aye**
 695 **Voted unanimously in favor (8-0).**
 696

697 **T. Tsantoulis motioned to schedule a Public Hearing on the Solid Waste/Recycling & Transfer**
 698 **Ordinance Amendment. C. Karolian seconded the motion.**
 699

700 **Roll Call Vote #10**

701 **C. Karolian Aye**
 702 **T. Tsantoulis Aye**
 703 **J. Levesque Aye**
 704 **C. Jones Not present**
 705 **A. Comai Aye**

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706 **J. Durand Aye**
 707 **A. Walczyk Aye**
 708 **R. Duhaime Aye**
 709 **J. Sullivan Aye**
 710 **Voted unanimously in favor (8-0).**

711

712 **NEW BUSINESS**

713 **Accept an unanticipated revenue in the amount of \$58,178.00 (\$30,178.00 + \$28,000.00) from**
 714 **Lamontagne Builders (Stinson Hills, LLC), (not in lieu of Impact Fees) per RSA 31:95-b, III (a).**
 715 **(tabled at 03/11/2020 Town Council Meeting.)**
 716

717

718 Chair Sullivan: This item was removed from the table at this meeting, discussed, and returned to the
 719 table.

720

721 **Osborne's Agway - 1224 Hooksett Road - Update on Site Bond Release of \$346,363 (tabled at**
 722 **03/11/20 Town Council Meeting)**

723

724 **R. Duhaime motioned to remove this item from the table. T. Tsantoulis seconded the motion.**

725

726 **Roll Call #11**

727 **T. Tsantoulis Aye**
 728 **J. Levesque Aye**
 729 **J. Durand Aye**
 730 **C. Jones Not present**
 731 **C. Karolian Aye**
 732 **A. Walczyk Aye**
 733 **R. Duhaime Aye**
 734 **A. Comai Aye**
 735 **J. Sullivan Aye**

736 **Voted unanimously in favor (8-0).**

737

738
 739 B. Thomas: I am responding to the comments and concerns which David Ross presented at the March
 740 11, 2020 meeting regarding the release of the construction site bond for Osborne's Agway. First, I want
 741 to emphasize that this is the construction site bond, not the landscape bond. Mr. Ross stated that the
 742 release of the bond was a bit premature on the landscaping because it was not even spring. My
 743 response to that is that the landscaping bond will be in place for two years. Mr. Ross also said that
 744 there was supposed to be a beautiful wetland beside the road, and it is just a ditch. My response is that
 745 it will take a while for this landscaped swale to be vegetated. I will check it in two years. Another
 746 concern expressed by Mr. Ross is erosion coming from under the pavement. I walked the entire
 747 perimeter and found no water coming up from under the pavement. In the upper right corner, there is
 748 some minor erosion which the owner, Tom Osborne, told me will be fixed next week. Mr. Ross gave me
 749 photographs of the footings where he claims there is water on the southeast corner. Code Inspection
 750 Officer Matt Lavoie and I met with Keystone Enterprises, J. Parker & Sons, the owner of Osborne's
 751 Agway, and his brother to check this. There is no water there. It seems there might have been a recent
 752 thunderstorm at the time the photos were taken which left a small amount of water. This is not unusual.
 753 Mr. Keystone was actually insulted by this. He has been doing footings for 44 years and has the
 754 reputation of doing a good job, according to Mr. Lavoie. Mr. Ross also claimed that snow is being
 755 plowed into a ditch. In fact, the snow is removed to an area designated for snow storage. The footings
 756 for this building are higher than they were for the house that was previously there. That basement was
 757 always dry. Rain would fall into the swales and drain off before reaching the building. I do not agree
 758 with Mr. Ross; his concerns have no merit. Mr. Lavoie and I made it clear that our doors are always

759 open if anyone wants to talk about a project. Those with concerns should see us in our offices before
760 taking up valuable time at Town Council meetings.

761
762 C. Karolian: When are inspections done? That is, what sequence does Mr. Lavoie follow for
763 inspections?

764
765 B. Thomas: I am not sure.

766
767 Chair Sullivan: Since Mr. Lavoie does not seem to be in the meeting, we can ask the Town
768 Administrator to get a report from him for the next meeting.

769
770 **C. Karolian motioned to table this item until the information he has requested is provided. J.**
771 **Durand seconded the motion.**

772
773 T. Tsantoulis: Can I sound off?

774
775 Chair Sullivan: A motion to table is not debatable, but I will allow you to speak if no one objects.

776
777 B. Thomas: A construction site bond is not a building bond. The foundation and work on the actual
778 building is not site work.

779
780 C. Karolian: What is included in site work?

781
782 B. Thomas: That would be items such as parking lots, curbing, landscaping, drainage structures and
783 swales.

784
785 C. Karolian: Is there a separate building bond?

786
787 B. Thomas: Personally, I don't know.

788
789 N. Germain: Matt Lavoie is back in the meeting.

790
791 M. Lavoie: First, there is no footing drain when the building is on a slab on grade.

792
793 C. Karolian: Did you inspect each stage?

794
795 M. Lavoie: In every instance, I inspect the construction of the footings prior to the placement of
796 concrete. I signed off on both in this case. I am there to observe the pouring of the foundation wall.

797
798 C. Karolian: Was there a water issue at Osborne's Agway?

799
800 M. Lavoie: No. In fact, they delayed the pouring of the foundation because of a heavy downpour. A lot
801 of water stayed in the hole.

802
803 C. Karolian: As long as you say everything was in order when you inspected and signed off.

804
805 M. Lavoie: This is a privately-owned building, so if there is a problem, they must handle it.

806
807 C. Karolian: Why do we have inspections then?

808

809 M. Lavoie: My role is to see that they follow the State Building Code.

810

811 C. Karolian withdrew his motion to table this item.

812

813 ***R. Duhaime motioned to release the site work letter of credit for the Osborne's Agway site –***
 814 ***1224 Hooksett Road of \$346,363 to Farm Credit East, ACA. T. Tsantoulis seconded the motion.***

815

816 **Roll Call Vote #12**

817 ***A. Comai Aye***

818 ***A. Walczyk Aye***

819 ***J. Durand Aye***

820 ***C. Karolian Aye***

821 ***J. Levesque Aye***

822 ***T. Tsantoulis Aye***

823 ***R. Duhaime Aye***

824 ***C. Jones Not present***

825 ***J. Sullivan Aye***

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

827

828 **2020 MS-232 Report of Appropriations Actually Voted totaling \$21,502,637**

829

830 ***T. Tsantoulis made a motion to sign the “2020 MS-232 Report of Appropriations Actually Voted”***
 831 ***totaling \$21,502.637. R. Duhaime seconded the motion.***

832

833 **Roll Call Vote #13**

834 ***R. Duhaime Aye***

835 ***J. Durand Aye***

836 ***C. Jones Not present***

837 ***J. Levesque Aye***

838 ***A. Walczyk Aye***

839 ***A Comai Aye***

840 ***C. Karolian Abstain***

841 ***T. Tsantoulis Aye***

842 ***J. Sullivan Aye***

843 ***Voted in favor (7-0). Councilor Karolian abstained because he wasn't sure what he was voting***
 844 ***on.***

845

846 D. Fitzpatrick: Before leaving this item, the 2020 MS-232 is another document which all Councilors
 847 must sign, so please make arrangements to do this by Friday. When you get to the building, if you can't
 848 get in, call this cell number: 340-8419. The Finance Director has informed me that she has the
 849 Quarterly Reimbursements for Chair Sullivan to sign.

850

851 Chair Sullivan will sign the Quarterly Reimbursements by Friday, April 24th.

852

853 **COVID-19 - Request to Town Council to Ease Town Personnel Plan Sick Leave Policy prior to**
 854 **April 1, 2020**

855

856

857

D. Fitzpatrick: There are a couple of new federal laws affecting an employee unable to work because said employee is caring for his/her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons. These are the Families First Coronavirus Response Act (FFCRA), to include the additional section of the FMLA Expansion Act (FEA). FFCRA allows an employee qualifying under reason five (5) to receive two-thirds of his or her sick pay. Since this is available from April 1st through December 31st, we are asking for an easing of the Town's Personnel Plan to allow these employees to use sick time, not vacation time, for the period between March 16th – March 31st, the period of time when the schools and care centers were closed, but this law was not in effect. This is not a change in the Personnel Plan, only an easing.

R. Duhaime motioned to approve COVID-19 HOOKSETT ADMINISTRATIVE ORDER 2020-A to ease Town Personnel Plan sick leave policy to allow an employee to use his or her accrued sick time prior to April 1, 2020 for full-time employees FFCRA reason #5, an employee unable to work because the employee is caring for his or her child whose school or place of care closed (or child care provider is unavailable) due to COVID-19 related reasons. A. Walczyk seconded the motion.

A. Walczyk: This is a step in the right direction.

C. Karolian: How many employees does this involve?

D. Fitzpatrick: There is one in Town Hall and two in Public Works, for a total of three.

C. Karolian motioned that these employees should not have to use sick time or vacation time, that they should get their regular salaries and it should be retroactive to make them whole. J. Durand seconded the motion.

D. Fitzpatrick: We have not budgeted for this. We just want them to be able to use sick time. Other employees have made arrangements for child care; only these three have been out. Many more may have made a different choice if they had known they could be on paid administrative leave.

Chair Sullivan called the question.

Roll Call Vote #13

C. Karolian ***Nay***

A. Comai ***Nay***

T. Tsantoulis ***Aye***

J. Levesque ***Nay***

A. Walczyk ***Nay***

R. Duhaime ***Aye***

J. Durand ***Aye***

C. Jones ***Not present***

J. Sullivan ***Aye***

Tie vote; motion failed (4-4).

Chair Sullivan: We will take up Councilor Karolian's idea as the last item of new business - 16.9.

A. Garron: I sincerely hope we can act on Councilor Karolian's idea. We haven't run the numbers yet.

Classification Pay Plan - Maximum Levels

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908

909 D. Fitzpatrick: At the March 10, 2020 Town Election, all non-union employees were voted a 2.5% pay
910 increase as of July 1, 2020. Since 2013, the maximum range has been increased by the amount of a
911 COLA or COLA-type increase. This is a COLA-type increase. Would you like to move the maximum
912 range up by 2.5%? This will affect only a few employees.

913

914 ***R. Duhaime motioned to increase the maximum range of the non-union pay scale by 2.5%***
915 ***because of the COLA-like increase granted at the March 10th Town Meeting. T. Tsantoulis***
916 ***seconded the motion.***

917

918 **Roll Call Vote #14**

919 ***R. Duhaime Aye***

920 ***J Durand Aye***

921 ***C. Jones Not present***

922 ***J. Levesque Aye***

923 ***A. Walczyk Aye***

924 ***A. Comai Aye***

925 ***C. Karolian Aye***

926 ***T. Tsantoulis Aye***

927 ***J. Sullivan Aye***

928 ***Voted unanimously in favor (8-0).***

929

930 **Volunteer Appreciation Night Dinner**

931

932 Chair Sullivan: The Volunteer Appreciation Dinner is usually held in June. Because of COVID-19
933 restrictions, we are looking for suggestions about handling this.

934

935 ***T. Tsantoulis motioned to table this item until the next meeting. C. Karolian seconded the***
936 ***motion.***

937

938 R. Duhaime: The dinner could be canceled and staff could work on getting gift cards to send to the
939 volunteers instead.

940

941 N. Germain: We don't know what the situation will be in June. It is up to the Council. There are several
942 options: The dinner could be held later in the year. Gift cards could be given, as suggested by
943 Councilor Duhaime. We could just set a date in June and see what happens. Because people have
944 busy schedules in the summer, if we plan to do this in June, we should set the date quickly.

945

946 **Roll Call Vote #15**

947 ***A. Comai Nay***

948 ***C. Jones Not present***

949 ***A. Walczyk Aye***

950 ***J. Durand Aye***

951 ***R. Duhaime Nay***

952 ***T. Tsantoulis Aye***

953 ***J. Levesque Aye***

954 ***C. Karolian Aye***

955 ***J. Sullivan Aye***

956 ***Voted in favor (6-2).***

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Town of Hooksett, NH - Municipal Volunteers

Chair Sullivan: We should skip this item.

R. Duhaime motioned to table this item. T. Tsantoulis seconded the motion.

Roll Call Vote #16

A. Walczyk Aye
J. Levesque Aye
C. Jones Not present
R. Duhaime Aye
J. Durand Aye
C. Karolian Aye
T. Tsantoulis Aye
A. Comai Aye
J. Sullivan Aye

Voted unanimously in favor (8-0).

NHRS Certification Form - needed when new Police Patrol Officer (DOH 03/16/2020) fills a vacant slot (vs. replaces another Officer leaving)

D. Fitzpatrick: This does not require a motion, but one can be made. This is another document requiring the signatures of the Town Councilors by Friday.

T. Tsantoulis motioned to have the Town Councilors sign the NHRS Certification form. A. Comai seconded the motion.

T. Tsantoulis withdrew his motion.

C. Karolian motioned to extend the meeting. A. Walczyk seconded the motion.

Roll Call Vote #17

T. Tsantoulis Aye
C. Jones Not present
R. Duhaime Aye
A. Walczyk Aye
J. Levesque Aye
C. Karolian Aye
J. Durand Aye
A. Comai Aye
J. Sullivan Aye

Voted unanimously in favor (8-0).

A. Walczyk motioned to reconsider item 16.4, COVID-19 – Request to Town Council to Ease Town Personnel Plan Sick Leave prior to April 1, 2020. R. Duhaime seconded the motion.

Chair Sullivan: Can we debate this?

1009 D. Fitzpatrick: Town Council follows "Robert's Rules" as noted in the Town Council Rules of Procedures
1010 1.a. According to *Roberts Rules of Order* "The effect of the motion to reconsider, if adopted, is that
1011 debate resumes right where the board left off prior to its original vote."
1012

1013 **Roll Call Vote #18**

1014 **J. Durand Aye**
1015 **A Comai Aye**
1016 **C. Jones Not present**
1017 **R. Duhaime Aye**
1018 **C. Karolian Aye**
1019 **A. Walczyk Aye**
1020 **T. Tsantoulis Aye**
1021 **J. Levesque Aye**
1022 **J. Sullivan Nay**
1023 **Voted in favor (7-1).**

1024
1025 A. Walczyk: I agree with making the employees whole, but knowing that we don't have the numbers,
1026 and in light of timing, we should take action now.
1027

1028 C. Karolian: Should this be effective today or is it retroactive?
1029

1030 A. Garron: It is retroactive to March 16, 2020.
1031

1032 D. Fitzpatrick: The federal law is granting federal medical leave expansion for up to 12 weeks at two-
1033 thirds pay. This item allows two weeks of pay from the town also, from March 16 through April 1st.
1034

1035 C. Karolian: We don't know how many?
1036

1037 A. Garron: It is three.
1038

1039 D. Fitzpatrick: There could have been a lot more if employees had known about this. It is a morale
1040 issue. Employees may be upset to know they could have had this benefit but did not.
1041

1042 C. Karolian: Out of order.
1043

1044 Chair Sullivan: I don't know who is out of order. Mrs. Fitzpatrick answered the question.
1045

1046 C. Karolian: Mr. Garron answered by question.
1047

1048 Chair Sullivan: We will put this on our next agenda when we will have the pertinent numbers. I am now
1049 calling for a re-vote on item 16.4, COVID-19 – Request to Town Council to Ease Town Personnel Plan
1050 Sick Leave prior to April 1, 2020.
1051

1052 **Roll Call Vote #19**

1053 **C. Jones Not present**
1054 **C. Karolian Aye**
1055 **J. Levesque Not present**
1056 **R. Duhaime Aye**
1057 **A. Walczyk Aye**
1058 **J. Durand Aye**
1059 **T. Tsantoulis Aye**

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1060 **A. Comai Aye**
 1061 **J. Sullivan Aye**
 1062 **Voted unanimously in favor (7-0).**
 1063 (Councilor Levesque left the virtual meeting at some point prior to this vote.)
 1064

1065 **APPROVAL OF MINUTES**

1066 **Public: 03/11/2020**

1067 **Non-Public: 03/11/2020**

1072 **SUB-COMMITTEE REPORTS**

1073 **Chair Sullivan motioned to table the Approval of Public and Non-public Minutes, as well as the**
 1074 **Sub-Committee Reports. R. Duhaime seconded the motion.**

1075 **Roll Call Vote #20**

1076 **J. Levesque Not present**

1077 **R. Duhaime Aye**

1078 **T. Tsantoulis Aye**

1079 **A. Walczyk Aye**

1080 **J. Durand Aye**

1081 **C. Jones Not present**

1082 **A. Comai Aye**

1083 **C. Karolian Aye**

1084 **J. Sullivan Aye**

1085 **Voted unanimously in favor (7-0).**

1086 **PUBLIC INPUT**

1087 None.

1088 **NON-PUBLIC SESSION NH RSA 91-A:3 II**

1089 **Chair Sullivan motioned to enter non-public session in accordance with the provisions of NH**
 1090 **RSA 91-A:3, II (a) at 9:53 pm. R. Duhaime seconded the motion.**

1091 **Roll Call Vote #21**

1092 **J. Durand Aye**

1093 **A Comai Aye**

1094 **C. Jones Not present**

1095 **R. Duhaime Aye**

1096 **C. Karolian Aye**

1097 **A. Walczyk Aye**

1098 **T. Tsantoulis Aye**

1099 **J. Levesque Not present**

1100 **J. Sullivan Aye**

1101 **Voted unanimously in favor (7-0).**

1102 RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the disciplining
 1103 of such employee, or the investigation of any charges against him or her, **unless** the employee affected

1112 (1) has a right to a public meeting, and (2) requests that he meeting be open, in which case the request
1113 shall be granted.

1114

1115 ***Chair Sullivan motioned to leave public session at 10:32 pm. A. Walczyk seconded the motion.***

1116

1117 **Roll Call Vote #24**

1118 ***A. Comai Aye***

1119 ***A. Walczyk Aye***

1120 ***J. Durand Aye***

1121 ***C. Karolian Aye***

1122 ***J. Levesque Not present***

1123 ***T. Tsantoulis Aye***

1124 ***R. Duhaime Aye***

1125 ***C. Jones Not present***

1126 ***J. Sullivan Aye***

1127 ***Voted unanimously in favor (7-0).***

1128

1129 ***Chair Sullivan motioned to seal the minutes of the non-public session. R. Duhaime seconded***
1130 ***the motion.***

1131

1132 **Roll Call Vote #25**

1133 ***C. Karolian Aye***

1134 ***A. Comai Aye***

1135 ***T. Tsantoulis Aye***

1136 ***J. Levesque Not present***

1137 ***A. Walczyk Aye***

1138 ***R. Duhaime Aye***

1139 ***J. Durand Aye***

1140 ***C. Jones Not present***

1141 ***J. Sullivan Aye***

1142 ***Voted unanimously in favor (7-0).***

1143

1144 Chair Sullivan closed the Public Hearing on the proposed Storm Water Management Program,
1145 Ordinance #2020-1 at 10:32 pm

1146

1147 **ADJOURNMENT**

1148 ***R. Duhaime motioned to adjourn at 10:32 pm. T. Tsantoulis seconded the motion.***

1149

1150 **Roll Call Vote #26**

1151 ***R. Duhaime Aye***

1152 ***J Durand Aye***

1153 ***C. Jones Not present***

1154 ***J. Levesque Not present***

1155 ***A. Walczyk Aye***

1156 ***A. Comai Aye***

1157 ***C. Karolian Aye***

1158 ***T. Tsantoulis Aye***

1159 ***J. Sullivan Aye.***

1160 ***Voted unanimously in favor (7-0).***

1161

1162

1163 Respectfully submitted,

1164 *Kathleen Donnelly*

1165 Kathleen Donnelly

1166 Records Clerk

1167

1168 **Please see subsequent meeting minutes for any amendments to these minutes.**

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, May 13, 2020**

The Hooksett Town Council met on Wednesday, May 13, 2020 at 6:00 in the Hooksett Municipal Building.

CALL TO ORDER

Chair Sullivan called the meeting of 13 May 2020 to order at 6:03 pm.

Chair Sullivan: Please note that there is no physical location to observe and listen contemporaneously to this meeting, which is authorized by the Governor's Emergency Order. The public may access the meeting as it is ongoing by dialing (1) 877-853-5247, entering the Meeting ID: 856 0400 9084, and entering the Passcode: 3365. The public can also "join" this meeting via the Zoom website, using the same Meeting ID and Passcode. As a third option, the public may watch/listen with a delay on the Town's website.

This access notice was posted on www.hooksett.org/town-council and was physically posted at the Main Entrance at 35 Main Street in Hooksett.

If anybody has a problem, please call 603-485-8472 Ext. 1 or email ngermain@hooksett.org. In the event the public is unable to access the meeting, the meeting will adjourn and be rescheduled. All votes taken during this meeting shall be done by Roll Call vote, and the meeting will commence by taking a Roll Call attendance. When each member states his presence, he will also state whether there is anyone in the room with them during this meeting, which is required under the Right-to-Know law. One item of public input was received and will be read into the record.

PROOF OF POSTING

Administrative Services Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL

In Attendance: Councilor James Sullivan, Councilor John Durand, Councilor James Levesque, Councilor Clifford Jones, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk

Joining Late: Councilor Robert Duhaime arrived at 6:18 pm.

Missing: Councilor Avery Comai

Councilor Levesque: My wife is with me in the room.

PLEDGE OF ALLEGIANCE & AND MOMENT OF SILENCE

Chair Sullivan called for the Pledge of Allegiance and a moment of silence for two Hooksett residents who have passed away since the last meeting. Leon Boisvert died on March 29th, the day after his 97th birthday. He was a World War II veteran and lived in Hooksett from after the war until retirement in 1985. He worked for the Air Force at Grenier Field in Manchester as an accounting supervisor, then for Duracrete Block Co. for ten years, and lastly as manager of the New England Brace Company. He also served as a call firefighter on the South Hooksett Fire Department for 39 years and as a Deputy Chief for many of those years. He published a book in 1975 on the history of the South Hooksett Fire Department. Bernadette Severette passed away on April 28th at the age of 96. She worked at Leavitt's

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Cafeteria and Beauty Parlor, the Hosiery Mills in Manchester, and the Bee Bee Shoe Company. She loved music and was the organist at Holy Rosary Parish in Hooksett for 60 years. She helped organize the Hooksett-ites Entertainers and was active with the historical society and the Hooksett Happy Helpers, a thrift store which donated its proceeds to the Hooksett Fire Department and also distributed dictionaries to the 3rd grade students. In 1992, she and her husband were chosen as Hooksett's Citizens of the Year.

J. Durand motioned to give back \$58,170 to Lamontagne Builders. C. Karolian seconded the motion.

Chair Sullivan: You can do that, but we didn't close the public hearing on this item. We should go to this item and remove the item from the table, record input for the public hearing, and close the hearing.

J. Durand: I didn't think we had to remove the item to make a motion.

Chair Sullivan: The item was not removed from the table at the April 22, 2020 meeting.

A. Garron: The item was tabled at the March 11, 2020 meeting and remained tabled through the April 22, 2020 meeting. I was asked to invite the Chair of the Planning Board to the next meeting and to obtain input from legal counsel. I did both of these and am ready to report.

J. Durand: This is a rule of order. I made a motion and we have to go with it. I would say it negates the table.

Chair Sullivan: No. You are going to be able to do what you want to do. If you want to talk about it, you must remove it from the table.

J. Durand: I want to talk about it.

PUBLIC HEARINGS

Public Hearing is to accept an unanticipated revenue in the amount of \$58,178.00 (\$30,178.00 + \$28,000.00) from Lamontagne Builders (Stinson Hills, LLC) (not in lieu of Impact Fees) per RSA 31:95-Cb, III (a). (public hearing opened, tabled at 3/11/2020 Town Council Meeting; 4/22/2020 motion to remove from table failed)

Chair Sullivan motioned to remove item 7.1 from the table. T. Tsantoulis seconded the motion.

Roll Call Vote #2

R. Duhaime Aye

J Durand Aye

C. Jones Aye

J. Levesque Aye

A. Walczyk Aye

A. Comai Not present

C. Karolian Aye

T. Tsantoulis Aye

J. Sullivan Aye

Voted unanimously in favor (8-0).

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Chair Sullivan closed the Public Hearing on this item.

J. Durand motioned to give back \$58,170 plus any interest due to Lamontagne Builders. C. Karolian seconded the motion.

J. Durand: In light of some emails I received, I want to proceed this way.

A. Garron: Do you want me to read the letter from the Planning Board Chair and from the Town Attorney?

Chair Sullivan: Yes.

J. Levesque: I would like to hear the letters.

C. Karolian: I asked for evidence that, before and after 2004, other developers were required to pay the Hooksett Roadway Maintenance Fee. I didn't see that evidence in the letter from the Planning Board Chair. I just got emails yesterday, forwarded from the Town Administrator, indicating that the Town Planner requested legal counsel in March and received a response on April 9th. The attorney's opinion was that he did not see the payment from Lamontagne as unanticipated revenue. We were never told. The Town Council was not informed of this.

Chair Sullivan: When did you ask for the information?

C. Karolian: The information was requested at the March 11th meeting. We were never advised that opinions were being requested of the Town Attorney. On April 22nd we did not know.

R. Duhaime: Let's move forward.

J. Levesque: Yes, let's move forward.

J. Durand: We should have been enlightened about those discussions. It was deceptive.

Chair Sullivan: It is not the case that every time the Town Administrator discusses something with legal counsel, the Town Council is informed.

Chair Sullivan called for a five-minute recess at 6:32 pm.

Chair Sullivan reconvened the meeting at 6:37 pm.

A. Garron: Going back to the March 11th meeting, I was asked to invite the current developer of Beaver Brook to the next meeting. On March 25th, we did not have a quorum. I sought legal advice about how to collect this revenue. The current developer was not able to attend the April 22nd meeting, but he sent a letter, which I read in its entirety to the Council. Councilor Karolian then successfully motioned to table the item and no more discussion was permitted at that time. The answer to Councilor Karolian's question is yes; two other developers were assessed the Roadway Maintenance Fee. In June of 2007, Stillwater Developers was assessed \$30,178 for the Quimby Mountain project. The University Heights developer also paid this fee. Information from the Town Planner indicates that a partial payment was received – this according to Joann Duffy, the former Town Planner. No payment has been received

149 from this developer toward the sweeper. You received information from Planning Board Chair Marshall.
150 He is joining this meeting and ready to speak.
151

152 R. Marshall: I submitted a memo dated April 29, 2020. It deals only with Beaver Brook and the
153 conditions of approval. If Councilor Karolian is asking about others, Mr. Garron already answered that
154 question. The Planning Board approved the project. I am not an attorney or a financial officer. There
155 were two notes, two conditions of approval. These were filed with the Registry of Deeds. The project
156 changed hands; conditions of approval run with the property. I say it falls under 'buyer beware.' It is a
157 waste if these funds are not collected.
158

159 Chair Sullivan: What is the answer to the question of whether these were anticipated or unanticipated?
160

161 A. Garron: This was somewhat addressed by legal counsel. I would like to have the Finance Director
162 address this.
163

164 C. Soucie: Unanticipated revenue is a way to collect funds that were not part of the budget process.
165 Since these funds were not collected for years and years, they represent unanticipated revenue.
166

167 Chair Sullivan: So, they were anticipated in 2008, but not now. I am going to ask the Town
168 Administrator to share the Town Attorney's response to our request for clarification.
169

170 A. Garron: In today's email, the Town Attorney said, as far as unanticipated funds, these are different
171 because of prior approval. They are not akin to grants or gifts. Regardless, because a hearing was
172 held, it is not relevant now.
173

174 C. Karolian: What is the date of that email? The last one I have is dated May 12th.
175

176 A. Garron: The Chair asked me to request clarity about the funds today.
177

178 Chair Sullivan: I received email communications yesterday at the same time that the other Councilors
179 received them.
180

181 C. Karolian: Are you saying that the Town Attorney changed his opinion from April 9th?
182

183 A. Garron: He is saying it is not relevant at this point in time.
184

185 Chair Sullivan: It doesn't matter whether these are anticipated funds or not because there is a motion
186 on the floor to not accept them.
187

188 R. Duhaime: Councilor Karolian has had several follow-ups. As Vice Chair, I am trying to assist you,
189 Chair Sullivan.
190

191 Chair Sullivan: Everyone will have a chance to talk.
192

193 J. Durand: Councilor Karolian didn't get a chance to finish. He was interrupted, and now you are
194 blowing him off. Chair, you can't see raised hands, just as you could not at the last meeting. You have
195 had a month to fix your system.
196

197 C. Karolian: I was interrupted by the Vice Chair when I had the floor. At the end of November of 2019,
198 two checks were written. They were not brought forward in January or February. In March, a Public

199 Hearing was scheduled to accept unanticipated revenue. The Town Planner got a response on April 9th
 200 from the Town Attorney, and even today, this is listed as unanticipated revenue. Why was this not on
 201 the agenda in January or February?

202
 203 T. Tsantoulis: First, I want to apologize to the public listeners or anyone not used to this format.
 204 Anticipated or not, this item should have been handled two meetings ago. These are conditions of
 205 approval and they are legal. I want to thank Mr. Lamontagne for being here tonight. He runs a
 206 successful operation, and when the project changed hands, probably someone in his organization
 207 missed this. We have a responsibility to collect these funds. It was legal in 2008 and it is legal now.

208
 209 R. Duhaime: Our Rules of Order limit Councilors to one or two follow-up questions. Councilor Karolian
 210 likes clarifications, and he likes to keep following up. It is not fair because others are not able to speak.
 211 He is not yielding. He continues without making a point. The Planning Board Chair is saying what I said
 212 two months ago. It is in the interest of the Town to collect these fees. They are conditions of approval.
 213 Other developers are now negotiating and agreeing to similar conditions.

214
 215 J. Durand: It would be fair to have Mr. Lamontagne speak.

216
 217 Chair Sullivan: According to our rules, we certainly can do that.

218
 219 J. Durand: You let everyone else speak, but you don't want to hear him.

220
 221 T. Tsantoulis: Councilor Durand, you ended the Public Hearing, so Mr. Lamontagne cannot speak.

222
 223 J. Durand: The Town Administrator did. Do we play by the rules when we feel comfortable?

224
 225 J. Levesque: I have not spoken and I would like to let Mr. Lamontagne speak in my place.

226
 227 Chair Sullivan: No. That is not allowed under our rules, but the Council as a whole can agree to allow
 228 someone to speak.

229
 230 Chair Sullivan called for a roll call vote on the question of allowing Mr. Lamontagne to address the
 231 Council.

232
 233 **Roll Call Vote #3**
 234 **A. Walczyk Aye**
 235 **J. Levesque Aye**
 236 **C. Jones Aye**
 237 **R. Duhaime Nay**
 238 **J. Durand Aye**
 239 **C. Karolian Aye**
 240 **T. Tsantoulis Nay**
 241 **A. Comai Not present**
 242 **J. Sullivan Aye**
 243 **Voted in favor (6-2).**

244
 245 Mr. Lamontagne: I wrote "paid in protest" on the check because we have had no use for a sweeper. I
 246 thought the Town would plow for us until the road was accepted by the Town. All of that went away
 247 when the Public Works director left Town. We got nothing.

248
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249 Chair Sullivan: What about your second check?

250

251 Mr. Lamontagne: I do not think I wrote "paid in protest" on that check.

252

253 Chair Sullivan called for a Roll Call vote on the motion to give back \$58,170 to Lamontagne Builders.

254

255 **Roll Call Vote #4**

256 **A. Comai Not present**

257 **C. Jones Nay**

258 **A. Walczyk Nay**

259 **J. Durand Aye**

260 **R. Duhaime Nay**

261 **T. Tsantoulis Nay**

262 **J. Levesque Aye**

263 **C. Karolian Aye**

264 **J. Sullivan Nay**

265 **The motion failed (3-5).**

266

267 **Chair Sullivan motioned to accept \$28,000 from Lamontagne Builders for recreational**
268 **improvements. R. Duhaime seconded the motion.**

269

270 R. Duhaime: I was on the Planning Board when this subdivision was approved. We were protecting the
271 Town's interest as we negotiated the conditions of approval.

272

273 T. Tsantoulis: I don't understand why we would entertain changing the conditions of approval
274 established 12 years ago just because of the passage of time. It is in the Town's best interest to keep
275 them as they are.

276

277 C. Karolian: The plans were very specific about what these funds could be used for, per the Planning
278 Board. That got changed. Can the funds be used for another site?

279

280 D. Fitzpatrick: The suggested motion on page 53 of your packet indicates that the funds would be used
281 to update the bathroom facilities at Donati Field to be ADA complaint per RSA 31:95-b, III (a).

282

283 Chair Sullivan: The funds were to go to any recreation project. I will amend my motion.

284

285 R. Duhaime: I will withdraw my second to the original motion

286

287 **Chair Sullivan motioned that the \$28,000 donation for the Recreation Department be used to**
288 **update the bathroom facilities at Donati Field to be ADA complaint per RSA 31:95-b, III (a). R.**
289 **Duhaime seconded the motion.**

290

291 **Roll Call Vote #5**

292 **T. Tsantoulis Aye**

293 **C. Jones Aye**

294 **R. Duhaime Aye**

295 **A. Walczyk Aye**

296 **J. Levesque Aye**

297 **C. Karolian Nay**

298 **J. Durand** **Nay**
 299 **A. Comai** **Not present**
 300 **J. Sullivan** **Aye**
 301 **Voted in favor (6-2).**

302
 303 **C. Karolian motioned to return \$30,178 to Lamontagne Builders, including interest if any is**
 304 **accruing in the unanticipated revenue account. J. Durand seconded the motion.**

305
 306 C. Karolian: The combination Basin Cleaner/Sweeper was not with the original plan. Former Town
 307 Planner Joanne Duffy indicated there may have been a partial payment made.

308
 309 J. Durand: I call the question.

310
 311 Chair Sullivan: I would like to suggest that the Planning Board not be as specific in the future about
 312 what the funds should be used for.

313
 314 R. Duhaime: Maybe the Planning Board Chair can clarify why the street sweeper was designated.

315
 316 D. Marshall: The Highway Department recommended that the funds be designated for a street
 317 sweeper.

318
 319 C. Karolian: It was stipulated that these funds be collected before the first CO was issued. We didn't
 320 collect it. Many CO's have been issued.

321
 322 T. Tsantoulis: As I have said at other times, it is not our responsibility to step on the toes of the
 323 Planning Board. This is a legal, binding contract, whether or not we like the language and whether the
 324 funds were collected in a timely fashion or not. The Basin Cleaner/Sweeper is a modified sweeper.

325
 326 R. Duhaime: This was a phasing plan. Mr. Lamontagne bought all of the responsibilities and rights.

327
 328 Chair Sullivan called for a roll call vote on the motion to return \$30,178 to Lamontagne Builders.

329
 330 **Roll Call Vote #6**

331 **J. Durand** **Aye**
 332 **J. Levesque** **Nay**
 333 **C. Karolian** **Aye**
 334 **A. Comai** **Not present**
 335 **C. Jones** **Aye**
 336 **T. Tsantoulis** **Nay**
 337 **A. Walczyk** **Nay**
 338 **R. Duhaime** **Nay**
 339 **J. Sullivan** **Nay**
 340 **Motion failed (3-5).**

341
 342 **R. Duhaime motioned to accept the donation of \$30,178 from Lamontagne Builders to be used**
 343 **to offset the purchase cost of the combination Basin Cleaner/Sweeper unit delivered earlier this**
 344 **year. T. Tsantoulis seconded the motion.**

345

346 J. Levesque: Years ago, during the development of Exit 10, a developer reneged on a plan to give land
347 to the Town of Hooksett.

348
349 C. Karolian: The money has already been accepted by the Town. This is a moot point. The check was
350 cashed and deposited in a Town of Hooksett account and taken out of Mr. Lamontagne's account.

351
352 Chair Sullivan: Deposited doesn't always mean accepted.

353
354 C. Soucie: In this case, the checks were collected on November 27, 2019. In general, deposited does
355 not mean accepted in 100% of cases. Unanticipated funds less than \$1,500 are held until the Town
356 Council makes a decision on whether or not to accept them. Amounts over \$1,500 are recorded and
357 deposited as deferred until accepted by the Town Council, per DRA Revenue Chapter #1700.

358
359 Chair Sullivan called for a roll call vote on the motion to accept the donation of \$30,178 from
360 Lamontagne Builders.

361
362 **Roll Call Vote #7**
363 **C. Jones** *Nay*
364 **C. Karolian** *Nay*
365 **J. Levesque** *Aye*
366 **R. Duhaime** *Aye*
367 **A. Walczyk** *Aye*
368 **J. Durand** *Nay*
369 **T. Tsantoulis** *Aye*
370 **A. Coma** *Not present*
371 **J. Sullivan** *Aye*
372 **Voted in favor (5-3).**

373
374 **Public Hearing to discuss the proposed amendments to Recycling & Transfer Ordinance #00-31.**

375
376 E. Labonte: This is being done to shake out the inconsistencies in the ordinance. An ordinance was
377 drafted but never adopted. We have adjusted the prices because they didn't cover commercial users.

378
379 J. Levesque: We have one of the most reasonable pricing systems in the State. This is good, and we
380 can revisit it if we find glitches.

381
382 Chair Sullivan: I will close the Public Hearing and we will vote at our next meeting.

383
384
385 **Public hearing for the Town Council to accept the \$12,944.82 from the Coronavirus Aid, Relief,**
386 **and Economic Security (CARES) Act from the US Health and Human Services to the Town of**
387 **Hooksett for the Hooksett Fire Rescue Department's Ambulance Revenue Line under RSA**
388 **31:95-b III (a).**

389
390
391 Fire Chief Burkush: This is for funding from the CARES Act to be used to offset lost revenue because of
392 the COVID-19.

393
394 C. Karolian: The last sentence of the background information says, "The funding will be used to support
395 healthcare-related expenses or lost revenue attributable to coronavirus and to ensure uninsured

396 Americans can get the testing and treatment they need without receiving a surprise bill from a provider.”
 397 Can you explain how that applies to your department?
 398

399 Chief Burkush: We operate an ambulance service and are not allowed to balance-bill patients being
 400 transported for COVID-19 or possible COVID-19 treatment. We did 22 of these transports in April. The
 401 government is thus paying the balance for those patients.
 402

403 D. Fitzpatrick: You will need to waive the rules in order to vote on this tonight. It is time sensitive.
 404

405 ***R. Duhaime motioned to waive the rules and vote to accept \$12,944.82 in relief funding from the***
 406 ***Department of Health and Human Services for the Fire and Rescue Department for lost revenue***
 407 ***attributable to COVID-19. T. Tsantoulis seconded the motion.***
 408

409 **Roll Call Vote #8**

410 ***J. Levesque Aye***

411 ***R. Duhaime Aye***

412 ***T. Tsantoulis Aye***

413 ***A. Walczyk Aye***

414 ***J. Durand Aye***

415 ***C. Jones Aye***

416 ***A. Comai Not present***

417 ***C. Karolian Aye***

418 ***J. Sullivan Aye***

419 ***Voted unanimously in favor (8-0).***
 420

421 **SPECIAL RECOGNITION**

422 **Hooksett Youth Achiever - Parker Boulanger**
 423

424
 425 Chair Sullivan: We offer our congratulations to Parker Boulanger and will recognize him at a future
 426 meeting.
 427

428
 429
 430 **Hooksett Municipal Employee - New Hire**
 431

432 A. Garron: There are no new hires at this time.
 433

434
 435
 436 **Lion's Club Citizens of the Year - John Pieroni**
 437

438 N. Germain: I spoke with the Lion's Club president, Wayne Garrish, and he confirmed that there will be
 439 no dinner and ceremony this year. He said that Mr. Pieroni will be recognized at their next meeting. I
 440 have written up a proclamation which you can present to Mr. Pieroni at a future time.
 441

442 Chair Sullivan: Mr. Pieroni was a long-time member of the Budget Committee and served on the School
 443 Board Budget Committee as well. He also was active with the Parks & Rec Department.
 444

445 ***R. Duhaime motioned that the Town Council appoint Councilor Sullivan to read and present the***
 446 ***Citizen of the Year Proclamation to John Pieroni at the Lion Club's yearly dinner. T. Tsantoulis***
 447 ***seconded the motion.***
 448

449 **Roll Call Vote #9**

450 **J. Durand** **Aye**
 451 **A Comai** **Not present**
 452 **C. Jones** **Aye**
 453 **R. Duhaime** **Aye**
 454 **C. Karolian** **Aye**
 455 **A. Walczyk** **Aye**
 456 **T. Tsantoulis** **Aye**
 457 **J. Levesque** **Aye**
 458 **J. Sullivan** **Aye**

459 **Motion carried unanimously (8-0).**

460
 461 **SCHEDULED APPOINTMENTS**

462 **Cindy Robertson, Chair of the Conservation Commission, Approval of Sole Source Agreement**
 463 **with the Student Conservation Association (SCA)**
 464

465
 466 C. Robertson: Similar to last year, the Conservation Commission wants to contract with SCA for a Sole
 467 Source Agreement for trail development. The Conservation Commission has approved this and we are
 468 seeking Town Council's approval. The SCA is affiliated with Americore. The plan is to have between
 469 five and seven students camping at Bear Brook and working on trail development in the Clay Pond
 470 area. Specifically, this is the southern loop trail on Pinnacle Mountain, and will enable hikers to hike
 471 Pinnacle Mountain without going to the top of the mountain. The amount is \$10,500 and the work will
 472 be done from July 14th to July 24th. Bear Paw will monitor this for us. Since this work may not take the
 473 full ten days, we just added work on the River Walk Trail, at no extra cost. The contract you have is not
 474 the final one; it was finalized today, or maybe yesterday. Regarding insurance, we have had
 475 discussions with Primex, and SCA will be responsible for the insurance.

476
 477 J. Levesque: Wasn't there an issue with a family having problems with the trail being so close to their
 478 home?

479
 480 C. Robinson: Yes, that was the Locke family. We had a conversation with the woman who complained,
 481 and we moved the trail as far away as we could.

482
 483 J. Levesque: I think she was on the checklist committee and was a State Representative at one time.
 484 Her husband once took pictures of kids on the trail and the police were called about a pedophile taking
 485 pictures of children. The kids were admonished by the police.

486
 487 C. Robinson: We can let Mrs. Locke know that the students will be working on the trail. We can post
 488 signs and put down some rough brush to keep people away from their home.

489
 490 A. Walczyk: Thank you for all that you have done with the trails. Pinnacle is a fun hike. Have you
 491 considered closing the trail during the renovations?

492
 493 C. Robinson: That is a good question. Their work won't interfere with those hiking to the top.

494
 495 R. Duhaime: Also, most of the work will be done during the week days, while more hiking is done on the
 496 weekends.

497
 498 C. Karolian: Which budget is this coming out of, this year's or next?

499
 500 C. Robinson: It is coming out of our Capital Reserve Fund, not an operating budget.

501
502 ***R. Duhaime motioned to approve the sole source agreement with the Student Conservation***
503 ***Association, Inc. for the work to be completed in July 2020 in the amount of \$10,500. A. Walczyk***
504 ***seconded the motion.***
505

506 **Roll Call Vote #10**

507 ***C. Karolian Aye***
508 ***T. Tsantoulis Aye***
509 ***J. Levesque Aye***
510 ***C. Jones Aye***
511 ***A. Comai Not present***
512 ***J. Durand Aye***
513 ***A. Walczyk Aye***
514 ***R. Duhaime Aye***
515 ***J. Sullivan Aye***
516 ***Voted unanimously in favor (8-0).***
517

518 C. Robinson: While I am here, I would like to request something which is not on the agenda. We would
519 like to ask for a letter of support from the Town Council to the Conservation Commission as we apply
520 for a grant for Phase 3 work on the River Walk.
521

522 ***R. Duhaime motioned for the Town Council to send a letter of support to the Conservation***
523 ***Commission for their grant application which would provide funds for Phase 3 work on the***
524 ***River Walk. J. Levesque seconded the motion.***
525

526 **Roll Call #11**

527 ***T. Tsantoulis Aye***
528 ***J. Levesque Aye***
529 ***J. Durand Aye***
530 ***C. Jones Aye***
531 ***C. Karolian Aye***
532 ***A. Walczyk Aye***
533 ***R. Duhaime Aye***
534 ***A. Comai Not present***
535 ***J. Sullivan Aye***
536 ***Voted unanimously in favor (8-0).***
537

538 **CONSENT AGENDA**

539
540 **Motion to accept a donation in the amount of \$100.00 from Jameson Saykaly and Tracy Saykaly,**
541 **to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-b, III (b) and return**
542 **said amount to the Police Departments, 2019/2020 FY budget and applied to the donation line.**
543

544
545 **Motion to accept a donation in the amount of \$200.00 from Jameson Saykaly and Tracy Saykaly,**
546 **to the Town of Hooksett for the Hooksett Fire- Rescue Department per RSA 31:95-b, III (b) and**
547 **return said amount to the Fire-Rescue Department, 2019/2020 FY budget and apply \$100.00 to**
548 **the Ambulance Fund Donation and \$100.00 to the Fire donation line.**
549

550
551 **Town Council to accept the UV Disinfecting Lights, valued at \$2,050.00, through a grant from the**
552 **Gary Sinise Foundation for the Town of Hooksett for the Hooksett Fire Rescue Department's**
553 **Ambulances under RSA 31:95-e, II.**
554

556 Release Landscape Surety of \$10,000 for #88/#90 West River Road (Site of Dunkin Donuts and
557 Subway)

558
559 *T. Tsantoulis motioned to approve the Consent Agenda as presented. J. Levesque seconded the*
560 *motion.*

561
562 **Roll Call Vote #12**

563 **A. Comai Not present**

564 **A. Walczyk Aye**

565 **J. Durand Aye**

566 **C. Karolian Aye**

567 **J. Levesque Aye**

568 **T. Tsantoulis Aye**

569 **R. Duhaime Aye**

570 **C. Jones Aye**

571 **J. Sullivan Aye**

572 ***Voted unanimously in favor (8-0).***

573

574 **TOWN ADMINISTRATOR'S REPORT**

575

576 A. Garron: The Governor has designated GOFERR funds of \$40 million, of which \$32 million is for
577 municipalities. This is to defray costs associated with local government actions in responding to
578 COVID-19 issues. It is economic support for employment-related losses, losses due to business
579 interruptions, items not accounted for in the current budget as of March 27, 2020, and COVID expenses
580 from March 31 through December 31, 2020. In order to access these funds, the Town Council must
581 sign an agreement at our next meeting on May 27th. This item will be on the May 27th meeting agenda.

582

583 Chair Sullivan: How much will Hooksett receive?

584

585 A. Garron: It is based on population. Hooksett has 1.08% of the State population and will receive
586 \$346,080 if we have legitimate allowable COVID expenses. Funds are also available through the
587 CARES Act for first responder stipends. This includes Police and Fire. This is for those engaged in first
588 responder activities in the public arena. We have prepared a roster but have taken no action yet
589 because the Town Council must first approve this. Costs of \$150,000 will be reimbursed by this
590 program. Payroll taxes are the responsibility of the Town, but we can submit these costs under
591 GOFERR. To the extent that these stipends represent overtime pay, we must account for that. I would
592 like to ask Finance Director Soucie to explain that.

593

594 C. Soucie: If \$300 is being added to the base pay of an employee, that is an increase of \$7.50 per hour,
595 which increases overtime by \$7.50 per hour. Since overtime pays time and a half, the Town is
596 responsible for the overtime portion. It is unclear at this time if that is covered, but the Town has the
597 right to submit the cost.

598

599 ***A. Walczyk motioned to have the Town Administrator proceed with participation in the first***
600 ***responder stipend COVID-19 program. Mr. Levesque seconded the motion.***

601

602 **Roll Call Vote #13**

603 **C. Karolian Aye**

604 **A. Comai Not present**

605 **T. Tsantoulis Aye**

606 **J. Levesque Aye**

607 **A. Walczyk Aye**

608 **R. Duhaime Aye**

609 **J. Durand Aye**

610 **C. Jones Aye**

611 **J. Sullivan Aye**

612 ***Voted unanimously in favor (8-0).***

613

614 A. Garron: I appreciate your support.

615

616 Chief Burkush: I also appreciate this very much.

617

618 R. Duhaime: I assume that the Town Administrator will find out about the overtime pay for the first
619 responders.

620

621 A. Garron: Lots of questions are being asked. The NHMA has been doing a fantastic job of receiving
622 our questions and obtaining answers for us.

623

624 A. Garron: I have had a lot of calls about the dog park from residents who would like it to be open. This
625 comes as Order #40 slowly opens various aspects of the economy, including interior parks at the State
626 level. Hooksett has done a good job of adhering to my directives. However, although our number of
627 cases is low, the number is still expanding. My confidence level is low regarding opening the dog park.

628

629 J. Levesque: I have had four or five calls about the dog parks. When I was taking my dog there, about
630 30% of the visitors to the park were from out of town. It may be a bit too soon.

631

632 T. Tsantoulis: We have all made a lot of sacrifices. I think we should keep things as they are. People
633 can still walk their dogs. We are not out of the woods yet.

634

635 Police Chief Bouchard: I agree with Councilor Tsantoulis. We are often called to the park because of
636 dog bites. This is a risk to my officers because if the dog is from out of town, the officer involved must
637 go to the city or town where the dog is from to follow through on the licensing and rabies.

638

639 J. Levesque: These dogs from out of town are often big and aggressive. If we post signs saying that the
640 park is for Hooksett residents only, this will add to the workload of the Police Department. I agree with
641 the Police Chief.

642

643 Chair Sullivan: We can leave this as it is and see what the Governor says on May 31st.

644

645 A. Garron: I have a letter from the Old Home Day Committee saying that they are cancelling the Old
646 Home Day celebration scheduled for September 18, 2020. Chair Carrie Hyde said in the letter that this
647 was a difficult choice for the Committee, but since the best way to prevent the spread of the virus is to
648 limit large gatherings, they felt this was the best decision. She said they look forward to the celebration
649 on the third Saturday of September in 2021.

650

651 A. Garron: Next, I have a request to close the Transfer Station on Saturday, July 4th. The holiday is
652 observed on Friday, July 3rd.

653

654 J. Levesque: I am all for this. Those workers don't get many days off. This is a way to thank them for
655 the good job they do. We can give proper notice, and it is only a half day.

656

657 ***J. Levesque motioned to close the Transfer Station on Saturday, July 4, 2020. R. Duhaime***
 658 ***seconded the motion.***

659

660 T. Tsantoulis: Could you consider keeping the Transfer Station open, using someone who doesn't mind
 661 working and who could use the time as comp time later? I don't know if this is possible.

662

663 E. Labonte: It was the Transfer Station people who asked for this. It is a five-hour day and is overtime
 664 as it is. We have only three employees licensed for this.

665

666 C. Karolian: For clarification, is July 4th a paid holiday for DPW workers?

667

668 D. Fitzpatrick: Per the Town Personnel Policy, these employees get Friday, July 3rd off as a paid
 669 holiday.

670

671 J. Durand: What is the cost to the Town?

672

673 E. Labonte: This is overtime pay, so no pay is involved.

674

675 J. Durand: So, this is not costing the Town anything; the Town is saving money.

676

677 J. Levesque: Those people are very good at making signs, and those who use the Transfer Station
 678 regularly will know.

679

680 Chair Sullivan: Seven weeks is a good amount of leeway.

681

682 C. Karolian: Can we provide the number for members of the public to call?

683

684 Chair Sullivan: The number is 485-8472 Ext. 1.

685

686 Chair Sullivan called for a vote on closing the Transfer Station on Saturday, July 4, 2020.

687

688 **Roll Call Vote #14**

689 ***R. Duhaime Aye***

690 ***J Durand Aye***

691 ***C. Jones Aye***

692 ***J. Levesque Aye***

693 ***A. Walczyk Aye***

694 ***A. Comai Not present***

695 ***C. Karolian Aye***

696 ***T. Tsantoulis Aye***

697 ***J. Sullivan Aye***

698 ***Voted unanimously in favor (8-0).***

699

700 A. Garron: I would like to ask Donna Fitzpatrick to read into the record a letter from the Library
 701 Trustees.

702

703 D. Fitzpatrick: This is a letter from the Hooksett Library Board of Trustees dated May 6, 2020.

704

705 May 6th, 2020

706

707 To: The members of the Hooksett Town Council From:

708 The Hooksett Library Board of Trustees

709

710 The Hooksett Library plays a vital role in providing information and resources to taxpayers in
711 a wide variety of ways:

712 During this unprecedented public health crisis, librarians and library staff have been locating
713 and curating necessary information from reputable sources, to make it available to the community for
714 easy consumption through our website. This resource portal functions as our virtual branch 24/7. We
715 increased our email marketing and social media presence to make townspeople aware of digital
716 offerings available with their library cards. Online library card registration continues for town
717 residents, and free public Wi-Fi extends out from our physical building.

718 Librarians are monitoring patron demand for popular titles as a way to gauge expenditures. In
719 addition to providing digital copies of books and audiobooks, librarians have added e-resources in
720 anticipation of the evolving needs of our community. Professional development courses, basic digital
721 literacy and job seeker assistance, and reference databases designed specifically for our small
722 business community are a focus point for service delivery.
723 Library staff responds quickly to community requests through our new Live Chat service, as well as via
724 email, phone, and social media.

725 The library provides cultural enrichment opportunities for all community members.
726 Children's room staff were among the first in the state to jump into virtual story time programming.
727 Our Youth Services Librarian realized the immediate value in offering kids continuity with faces they
728 knew from the library and recognizing "our librarians *are* the celebrities to these young kids," and the
729 positive community response proved this!

730 Story times and baby rhymes, virtual crafts, Saturday STEM activities, and a spring butterfly
731 hatching program on Facebook Live continue to engage children and parents. These eight weekly
732 programs are seeing an average attendance of 10 to 20 families attending each session live with
733 viewings in the weeks following reaching into the hundreds. Teens and tweens have responded well to
734 the virtual Dungeons & Dragons program, led by a dynamic patron services assistant who applied for
735 and received a grant for digital materials. An extensive list of vetted educational resources is available
736 on the library website for parents who are homeschooling during this pandemic. Statewide summer
737 reading initiatives are forthcoming, and adult book groups and technology classes continue virtually,
738 as more programs evolve.

739 The Library Director is closely following the Governor's Economic Reopening Task Force and
740 the NH State Library's recommendations on best practices for safely handling materials
741 and proceeding with public service in a global pandemic. Remote management of employee task
742 tracking, and communication are priorities, as is ordering physical materials and supplies for safely re-
743 opening.

744 The members of this board of trustees work together with the library staff to provide vital
745 services to Hooksett; we will continue to inform the town council, committee members, and the town
746 taxpayers regarding the library's role of community support. Please reach out to us at any time with
747 questions, suggestions, or concerns, as we continue to do our best to serve the town of Hooksett.

748

749 Thank you,

TC MINUTES 05-13-2020

15

750 Mary Farwell, Chair
 751 Tammy Hooker
 752 Mac Broderick
 753 Linda Klienschmidt
 754 Barbara Davis
 755

756 A. Garron: My last item is about easing the personnel policy, which was discussed at the last
 757 meeting. Two employees used sick time to care for their children at home from March 16th when the
 758 schools closed, until COVID-19 began coverage on April 1, 2020. The Council asked us to provide
 759 the cost of paying these employees and restoring their sick time.
 760

761 D. Fitzpatrick: The cost of providing pay for these two employees is \$3,771.45.
 762

763 **PUBLIC INPUT**
 764

765 David Ross, 56 Sherwood Drive: I have been trying to follow this meeting on line and it is very difficult
 766 at best. The Conservation Committee meeting went well, and I don't know what is different. You need
 767 to figure out a better way. I would be amazed if anyone in the public has the patience which I have had
 768 to follow this. It has been a freak show, as far as the ability to participate.
 769

770 J. Levesque: Can you send to the Chair in writing your suggestions for running the meeting better?
 771

772 D. Ross: I don't claim to have that knowledge. I am a lay person.
 773

774 J. Levesque: It is getting better.
 775

776 Chair Sullivan: We are adhering to the Right-to-Know law. Members of the public have the ability to
 777 make public comments via telephone. They can also email comments and questions to the Town
 778 Administrator.
 779

780 R. Duhaime left the meeting at 9:14 pm.
 781
 782

783 **OLD BUSINESS**
 784

785 **Storm Water Management Program Ordinance #2020-1**
 786

787 ***C. Karolian motioned to adopt the proposed Storm Water Management Program Ordinance #***
 788 ***2020-01. J. Levesque seconded the motion.***
 789

790 **Roll Call Vote #15**
 791

792 ***A. Comai Not present***
 793 ***C. Jones Aye***
 794 ***A. Walczyk Aye***
 795 ***J. Durand Aye***
 796 ***R. Duhaime Not present***
 797 ***T. Tsantoulis Aye***
 798 ***J. Levesque Aye***
 799 ***C. Karolian Aye***
 800

801 **J. Sullivan Aye**
 802 **Voted unanimously in favor (7-0).**
 803

804 **Volunteer Appreciation Night (tabled at 4/22/2020 Town Council Meeting)**
 805

806 This item remained on the table.
 807

808 **NOMINATIONS AND APPOINTMENTS**
 809

810 **May Nominations and Appointments**
 811

812 ***T. Tsantoulis motioned to appoint Cassandra Brown to a term on the Bicentennial Committee***
 813 ***expiring June 30, 2023. Chair Sullivan seconded the motion.***
 814

815 C. Karolian: Is there a residency requirement for this position? Ms. Brown has not lived in Hooksett for
 816 a full year.
 817

818 Chair Sullivan: I don't know if there is a residency requirement.
 819

820 N. Germain: There are boards and committees without residency requirements, such as the EDC and
 821 the TIF Advisory Board.
 822

823 C. Karolian: For the record, I am not trying to block this appointment.
 824

825 **Roll Call Vote #16**

826 **A. Walczyk Aye**

827 **J. Levesque Aye**

828 **C. Jones Aye**

829 **R. Duhaime Not present**

830 **J. Durand Aye**

831 **C. Karolian Aye**

832 **T. Tsantoulis Aye**

833 **A. Comai Not present**

834 **J. Sullivan Aye**

835 **Voted unanimously in favor (7-0).**
 836
 837

838 **NEW BUSINESS**

839 **Conservation Commission Request for Approval of a Sole Source Agreement with the Student**
 840 **Conservation Association, Inc. (SCA)**
 841
 842

843 This item was approved during a **Scheduled Appointment** earlier in the meeting.
 844
 845
 846

847 **License to use the Town of Hooksett's land off of Merrimack Street and surrounding fields at**
 848 **161 Merrimack Street**
 849

850 ***J. Levesque motioned to have the Town Administrator sign the License to allow Iraklis Lazaridis***
 851 ***to use the Town of Hooksett's land off of Merrimack Street and the surrounding fields located at***
 852 ***161 Merrimack Street. A. Walczyk seconded the motion.***
 853

854 J. Levesque: He grows, cuts and bales hay, I believe.

855

856 C. Robinson: This is conservation land and we have no concerns. In fact, we are very much in favor of
857 this motion because it fulfills the agricultural piece of our grant.

858

859 **Roll Call Vote #17**

860 ***T. Tsantoulis Aye***

861 ***C. Jones Aye***

862 ***R. Duhaime Not present***

863 ***A. Walczyk Aye***

864 ***J. Levesque Aye***

865 ***C. Karolian Aye***

866 ***J. Durand Aye***

867 ***A. Comai Not present***

868 ***J. Sullivan Aye***

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

870

871 ***A. Walczyk motioned to extend the meeting. Chair Sullivan seconded the motion.***

872

873 **Roll Call Vote #18**

874 ***J. Durand Aye***

875 ***J. Levesque Aye***

876 ***C. Karolian Nay***

877 ***A. Comai Not present***

878 ***C. Jones Nay***

879 ***T. Tsantoulis Aye***

880 ***A. Walczyk Aye***

881 ***R. Duhaime Not present***

882 ***J. Sullivan Aye***

883 ***Voted in favor (5-2).***

884

885

886 **Community Development Permitting Software Recommendation**

887

888 ***A. Walczyk motioned to accept the bid from Full Circle Technologies for a first-year cost of***
889 ***\$39,070, of which \$31,000 is to come from the operating budget and the additional \$8,070 to***
890 ***come from this year's surplus. J. Levesque seconded the motion.***

891

892 C. Karolian? Why the switch?

893

894 A. Garron: The current software is not supported after June 30th of this year. View Permit is going to
895 View Permit Cloud.

896

897 C. Karolian: When did you find out?

898

899 A. Garron: We found out last year and that is why we budgeted for it. We had seven proposals. I want
900 to commend and thank Councilor Walczyk, Nick Germain, LeeAnn Fuller and Kathy Lawrence who
901 served on the review committee with me.

902

903 J. Levesque: Is this the same company?

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L. Fuller, Community Development Clerk: The company we have now is View Permit and they are offering View Permit Cloud, which is very expensive. We have chosen a different company which has similar projects and is less expensive. There will be less downtime and less training.

C. Karolian: What is the price difference?

L. Fuller: View Permit Cloud would cost \$47,000 for the first year and \$17,000 per year thereafter.

A. Garron: View Permit did not provide a proposal.

Chair Sullivan called for a roll call vote on the motion to accept the bid of Full Circle Technologies.

Roll Call Vote #19

C. Jones Aye

C. Karolian Aye

J. Levesque Aye

R. Duhaime Not present

A. Walczyk Aye

J. Durand Aye

T. Tsantoulis Aye

A. Comai Not present

J. Sullivan Aye

Voted unanimously in favor (7-0).

Town Council to accept the \$12,944.82 from the Coronavirus Aid, Relief, and Economic Security (CARES) Act from the US Health and Human Services to the Town of Hooksett for the Hooksett Fire Rescue Department's Ambulance Revenue Line under RSA 31:95-b III (a).

This item was approved during the **Public Hearing** session earlier in the meeting.

Donation to the Town of Hooksett, for the Hooksett Fire-Rescue Department from the Leon C Boisvert Revocable Trust.

Chair Sullivan motioned to establish the Leon C Boisvert Fire Department Trust Fund under 31:19 for the purpose of purchasing Hooksett Fire Department equipment, naming the Fire Chief as the agent to expend, and accepting a \$50,000 donation to the Leon C Boisvert Fire Department Trust Fund from the estate of Leon C Boisvert. T. Tsantoulis seconded the motion.

Roll Call Vote #20

J. Levesque Aye

R. Duhaime Not present

T. Tsantoulis Aye

A. Walczyk Aye

J. Durand Aye

C. Jones Aye

A. Comai Not present

C. Karolian Aye

J. Sullivan Aye

Voted unanimously in favor (7-0).

Quarterly Financial Report as of March 31, 2020

C. Soucie: Before I review the operating budget as of the end of the third quarter, I would like to provide an update on the impact of COVID-19 on the Town of Hooksett. The Governor declared a State of Emergency on March 13, 2020. As of April 30, 2020, the Town had spent \$35,228 on COVID-19 related expenses. This is mostly due to Fire Department overtime; each shift has seven staff members. Welfare has seen no significant cost increase, partly because utilities cannot shut off service during the pandemic, landlords cannot evict tenants, and banks/mortgage companies cannot foreclose on properties. The government has mandated additional paid leave for employees who are quarantined, sick due to the virus, or having to care for children who are out of school. Thus far, four employees have received additional pay because of the mandate, the amount totaling \$5,278. An additional employee was added this week, and we can assume there will be more as the months go by. The mandate is in effect through the end of December 2020. Five virtual meetings have added \$500 to the budget expenses. The first responder stipend will cost \$150,000 over eight weeks. On the bright side, there have been savings in training, fuel and overtime expenses. There also is funding available from three sources. The first is supplemental funding of up to \$60,000 from the US Department of Justice for Fire, Police and Public Works sanitation. The second is FEMA funds for life-saving activities; FEMA will pay 75% of these expenses and the Town will pay 25%. The third source is State GOFERR funds to be used when all other sources are exhausted. Therefore, the Town can cover 85% to 90% of these additional costs.

C. Karolian: This goes back to what we discussed at the last meeting – pay for parents who must stay home with school-age children.

C. Soucie: This has an April 1st start date and refunds two-thirds of lost pay for up to 12 weeks. What you discussed at the last meeting was covering the time from the date when schools closed – March 16th, through the end of March. Looking at Motor Vehicle registrations, I spoke today with the Tax Collector, and we agreed that revenue here is delayed but not lost. It is a timing issue. Interest rates have gone down and will probably stay down, meaning that lost revenue from Interest on Deposits will not be recovered, and we will probably be about \$50,000 short for the year. Building permits are down about 50%, representing \$9,000 of revenue. However, permits have picked up in May and we should meet our goal for the year. We have concern about next year and the following year. The revenue from the State's Room and Meals tax is based on the prior year's collections. This will be an unfortunate hit. Grants are generally not available for lost revenue, with the exception of the \$13,000 for lost ambulance revenue discussed earlier by Chief Burkush.

C. Soucie: As of the end of quarter three, which is 75% of the fiscal year, expenses are at about 75% and revenue is at 84%. Your packets have more detail on this.

COVID-19 - Request to Town Council to Ease Requirements of Employee-Earned Vacation Time Carry Over Limits through December 31, 2020

D. Fitzpatrick: Many of our employees are getting near their thresholds for carry over of vacation time. The three categories of employees – non-union, union and contract – have different guidelines. For non-union employees, the maximum carry over as of June 30th of each year is 100 hours. Fire-Rescue union employees are allowed to carry over no more than 120 hours of earned vacation time as of their anniversary date. Police union employees, as of their anniversary date, are allowed to carry over 42.5 hours of vacation time, per the new contract beginning July 1, 2020, while the current contract does not allow carry over unless approved by the Police Chief. Public Works union employees with 0-14 years of

1009 employment can carry over 240 hours and those with 15+ years of employment can carry over 320
 1010 hours, both based on a June 30th cutoff. The Town Administrator may have no more than 30 days of
 1011 vacation leave at any given time, and the Fire Chief has no carry over, with a May 1st cutoff date. We
 1012 propose offering as much flexibility as possible, and are following the policy of the federal government.
 1013 We would like to offer one of three options,

1014

1015 1) carry over excess vacation time for 2020, but must use that time by their respective vacation time
 1016 carry over limit in 2021 (June 30, 2021 for non-union & Public Works Union; anniversary date for 2020
 1017 Fire-Rescue Union or Police Union).

1018

1019 2) buy out excess vacation time for 2020 on their respective vacation carry over in 2020 (June 30, 2021
 1020 for non-union & Public Works Union; anniversary date for 2020 Fire-Rescue Union or Police Union).

1021

1022 3) do a combination of 1 (carry over) & 2 (buy out).

1023

1024 Chair Sullivan: So, in some cases, we are not stopping them from taking vacation time, but they want to
 1025 go somewhere and cannot do so. They could take their vacation time at home. On the other hand,
 1026 some employees we are asking to work because we need them.

1027

1028 A. Garron: This does not take away the manager's authority to say an employee cannot take vacation
 1029 because of staffing needs.

1030

1031 T. Tsantoulis: We are trying to meet employee needs as much as we can. There are extenuating
 1032 circumstances, and this is not their fault. Flexibility is good, if we can manage it.

1033

1034 C. Karolian: For clarification, the bottom line is this would allow employees to accrue vacation time and
 1035 carry it to the next year or get paid an increased amount.

1036

1037 A. Garron: They must use the time or be paid for it by their next anniversary date or the contract kicks
 1038 back in.

1039

1040 Chair Sullivan: Employees with two weeks of vacation time over the amount they are normally allowed
 1041 to carry over can carry it over or be paid for the two weeks. This may increase overtime. I would rather
 1042 pay them off this year.

1043

1044 A. Walczyk: Continuing with the Chair's thoughts, there is no perfect way to do this. Both have
 1045 challenges and downsides. Is there enough flexibility there?

1046

1047 D. Fitzpatrick: For 11 individuals who are non-union, and for the Town Administrator, there is no
 1048 backfill, and thus no overtime, when they are out. Their work is simply waiting for them when they
 1049 return. With the Fire Department, where there are only 12 employees, so there may be some backfill.
 1050 However, anniversary dates are spread throughout the year, as opposed to all having the same cutoff
 1051 date of June 30th. The Police Department has ten employees and their cutoff dates are their
 1052 anniversary dates. All three unions favor giving employees the three options. The third option offers the
 1053 most flexibility. Our employees are overworked and stressed, and as the Town Administrator said,
 1054 managers have the authority to grant or deny vacation time requests.

1055

1056 Chair Sullivan: For the third option, is that a 50/50 split?

1057

1058 D. Fitzpatrick: Not necessarily.

1059

1060 J. Durand: Nothing is going well in the country. We are talking about extending vacations when some
1061 people are not working at all. This is not going to work out too well in 2021.
1062

1063 C. Karolian: They say we are all in this together, and we are. We are all stuck at home. There are
1064 difficult decisions to make. If vacations are cancelled, the carryover is going to be costly. We don't know
1065 what will happen with the budget next year. Everyone is in this. We have contracts to abide by. Putting
1066 this under the umbrella of COVID-19 is not the right thing to do. It is a terrible slope. The employees
1067 know that the Town Council is usually behind them. We appreciate our workforce. I don't support a
1068 carryover. If you can't use the time, you lose it.
1069

1070 A. Walczyk: This is just through December 31, 2020. It is not indefinite, is it?
1071

1072 D. Fitzpatrick: That is correct. We are following the federal government guidelines.
1073

1074 **A. Walczyk motioned to approve COVID-19 HOOKSETT ADMINISTRATIVE ORDER 2020-B Town**
1075 **Council, due to COVID-19 orders, to provide that employees exceeding their threshold of**
1076 **vacation time carryover through December 31, 2020 be allowed to:**
1077

1078 **1) carry over excess vacation time for 2020, but then must use that time by their respective**
1079 **vacation time carryover limit in 2021 (June 30, 2021 for non-union & Public Works union;**
1080 **anniversary date for 2020 Fire-Rescue Union or Police union).**
1081

1082 **2) buy out excess vacation time for 2020 on their respective vacation carryover in 2020 (June 30,**
1083 **2021 for non-union & Public Works union; anniversary date for 2020 Fire-Rescue Union or**
1084 **Police union).**
1085

1086 **3) do a combination of 1 (carry over) & 2 (buy out) above.**
1087

1088 A second for this motion was not offered.
1089

1090 C. Karolian: For clarification, vacation time may be accumulated until December 31, 2020 and must be
1091 used in 2021.
1092

1093 D. Fitzpatrick: Yes.
1094

1095 Chair Sullivan: For the third option, is it a 50/50 split or could it be 60/40?
1096

1097 D. Fitzpatrick: That could be up to the department head, based on operational needs, or could be
1098 decided by the Town Council.
1099

1100 T. Tsantoulis: Initially, I was inclined to support this, but listening to the scenarios, we are not in a
1101 position to discuss the economic impact. We need to understand the costs.
1102

1103 Chair Sullivan: Maybe we should hold off on this because we are confused.
1104

1105 D. Fitzpatrick: The ratio of carry over versus buy out could be determined by the Council. The
1106 employees are anxious to find out tonight. Those with the non-union cutoff date of June 30th can't just
1107 go home and sit; they need to be in the office because others are out. We are very busy because we
1108 are near the end of the fiscal year.

1109
 1110 C. Karolian: Can't they just request the money instead?
 1111
 1112 D. Fitzpatrick: As it stands now, they must use it or lose it.
 1113
 1114 ***C. Karolian motioned to table this item until the Council knows what the financial impact is***
 1115 ***going to be. T. Tsantoulis seconded the motion.***
 1116
 1117 J. Levesque: We should do something to protect these people.
 1118
 1119 Chair Sullivan: For the third option, we could make that 90/10, 70/30 or 50/50.
 1120
 1121 C. Karolian: It sounds to me like the employees dictate that ratio.
 1122
 1123 Chair Sullivan called for a roll call vote on the motion to table this item.
 1124
 1125 **Roll Call Vote #21**
 1126 ***J. Durand Aye***
 1127 ***A Comai Not present***
 1128 ***C. Jones Aye***
 1129 ***R. Duhaime Not present***
 1130 ***C. Karolian Aye***
 1131 ***A. Walczyk Nay***
 1132 ***T. Tsantoulis Aye***
 1133 ***J. Levesque Aye***
 1134 ***J. Sullivan Aye***
 1135 ***Voted in favor (6-1).***
 1136
 1137 J. Durand: If employees roll over 100%...where are we at now? We need a realistic impact.
 1138
 1139 D. Fitzpatrick: I have that information, but you have already tabled this item.
 1140
 1141 **Town of Hooksett, NH - Municipal Volunteers (tabled at 04/22/2020 Town Council Meeting)**
 1142
 1143 This item remained on the table.
 1144
 1145
 1146 **APPROVAL OF MINUTES**
 1147
 1148 **Public: 03/11/2020 (tabled at the 04/22/2020 Town Council Meeting)**
 1149
 1150 **Public: 04/22/2020**
 1151
 1152 **Non-Public: 03/11/2020 (tabled at the 04/22/2020 Town Council Meeting)**
 1153
 1154 **Non-Public: 04/22/2020**
 1155
 1156
 1157 Approval of minutes was postponed until a future meeting.
 1158
 1159
 1160
 1161 ***Chair Sullivan motioned to enter non-public session at 10:40 pm in accordance with RSA 91-***
 1162 ***A:3, II (a, c, e & I). T. Tsantoulis seconded the motion.***
 1163
 1164 RSA 91 - A:3, II (a) *The dismissal, promotion, or compensation of any public employee or*
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1165 *the disciplining of such employee, or the investigation of any charges against him or her,*
 1166 ***unless** the employee affected (1) has a right to a public meeting, and (2) requests that the*
 1167 *meeting be open, in which case the request shall be granted.*

1168
 1169 RSA 91-A:3, II (c) *Matters which, if discussed in public, would likely affect adversely the reputation*
 1170 *of any person, **other than a member of this board**, unless such person requests an open meeting.*
 1171 *This exemption shall extend to include any application for assistance or tax abatement or waiver of*
 1172 *a fee, fine or other levy, if based on inability to pay or poverty of the applicant.*

1173
 1174 RSA 91-A:3, II (e) *Consideration or negotiation of pending claims or litigation which has been*
 1175 *threatened in writing or filed by or against this board or any subdivision thereof, or by or against*
 1176 *any member thereof because of his or her membership therein, until the claim or litigation has*
 1177 *been fully adjudicated or otherwise settled*

1178
 1179 RSA 91-A:3 II (I) *Consideration of legal advice provided by legal counsel, either in writing or orally, to*
 1180 *one or more members of the public body, even where legal counsel is not present.*

1181

1182 **Roll Call Vote #22**

1183 **C. Karolian Aye**

1184 **T. Tsantoulis Aye**

1185 **J. Levesque Aye**

1186 **C. Jones Aye**

1187 **A. Comai Not present**

1188 **J. Durand Aye**

1189 **A. Walczyk Aye**

1190 **R. Duhaime Not present**

1191 **J. Sullivan Aye**

1192 **Voted unanimously in favor (7-0).**

1193

1194 J. Levesque: I am now alone.

1195

1196 **#1 – Fire Chief Burkush - Governor’s First Responder Stipend***

1197 **This item was taken up during the non-public session, but it was determined that it should be part of*
 1198 *the public minutes.*

1199

1200 **J. Sullivan motioned to approve Hooksett Fire Chief James Burkush (contracted employee) to**
 1201 **receive the Governor’s First Responder Stipend. Seconded by T. Tsantoulis.**

1202

1203 **Roll Call #23**

1204 **T. Tsantoulis Aye**

1205 **J. Levesque Aye**

1206 **J. Durand Aye**

1207 **C. Jones Aye**

1208 **C. Karolian Aye**

1209 **A. Walczyk Aye**

1210 **R. Duhaime Not present**

1211 **A. Comai Not present**

1212 **J. Sullivan Aye**

1213 ***Voted unanimously in favor (7-0).***

1214

1215 J. Levesque left the meeting at 10:56 pm.

1216

1217 ***J. Sullivan motioned to exit non-public session of 05/13/2020. Seconded by A. Walczyk.***

1218 **Roll Call Vote # 24**

1219 ***R. Duhaime Not present***

1220 ***J Durand Aye***

1221 ***C. Jones Aye***

1222 ***J. Levesque Not present (left meeting at 10:56 pm)***

1223 ***A. Walczyk Aye***

1224 ***A. Comai Not present***

1225 ***C. Karolian Aye***

1226 ***T. Tsantoulis Aye***

1227 ***J. Sullivan Aye***

1228 ***Voted unanimously in favor (6-0).***

1229

1230 **Back in public session at 11:14 pm**

1231

1232 ***J. Sullivan motioned to seal the minutes of the non-public session (except for the first item***
 1233 ***dealing with the Governor's First Responder stipend for Fire Chief James Burkush) because it is***
 1234 ***determined that divulgence of this information likely would affect adversely the reputation of***
 1235 ***any person other than a member of this Board or render a proposed action ineffective. C.***
 1236 ***Karolian seconded the motion.***

1237

1238 **Roll Call Vote #25**

1239 ***A. Comai Not present***

1240 ***C. Jones Aye***

1241 ***A. Walczyk Aye***

1242 ***J. Durand Aye***

1243 ***R. Duhaime Not present***

1244 ***T. Tsantoulis Aye***

1245 ***J. Levesque Not present***

1246 ***C. Karolian Aye***

1247 ***J. Sullivan Aye***

1248 ***Voted unanimously in favor (6-0).***

1249

1250 **ADJOURNMENT**

1251

1252 ***Chair Sullivan motioned to adjourn at 11:17 pm. T. Tsantoulis seconded the motion.***

1253

1254 **Roll Call Vote #26**

1255 ***A. Walczyk Aye***

1256 ***J. Levesque Not present***

1257 ***C. Jones Aye***

1258 ***R. Duhaime Not present***

1259 ***J. Durand Aye***

1260 ***C. Karolian Aye***

1261 ***T. Tsantoulis Aye***
1262 ***A. Comai Not present***
1263 ***J. Sullivan Aye***
1264 ***Voted unanimously in favor (6-0).***
1265
1266
1267 Respectfully submitted,
1268
1269 *Kathleen Donnelly*
1270 Kathleen Donnelly
1271 Recording Clerk
1272
1273