



# **AGENDA**

## **Town of Hooksett Town Council**

### **Wednesday, June 24, 2020 at 5:30 PM**

A meeting of the Town Council will be held Wednesday, June 24, 2020 in the Hooksett Municipal Building commencing at **5:30 PM**.

Page

- 1. CALL TO ORDER**
- 2. PROOF OF POSTING**
- 3. ROLL CALL - ATTENDANCE**
- 4. NON-PUBLIC SESSION #1 NH RSA 91-A:3 II**
- 5. PUBLIC SESSION WILL BEGIN IMMEDIATELY FOLLOWING THE NON-PUBLIC SESSION NOTED ABOVE**
- 6. PLEDGE OF ALLEGIANCE**
- 7. AGENDA OVERVIEW**
- 8. PUBLIC HEARINGS**
- 9. SPECIAL RECOGNITION**
  - 9.1. Hooksett Youth Achiever(s) of the Month - Parker Belanger and Mackenzie Conner
  - 9.2. Bruce Kudrick, Wastewater Treatment Plant Superintendent - 47 years+ dedicated service (01/08/1973-05/31/2020)
  - 9.3. Town Councilors Ending Term - Robert Duhaime (District #2), James Levesque (District #3) and Avery Comai (District #6)
  - 9.4. Hooksett Municipal Employee - New Hire
- 10. SCHEDULED APPOINTMENTS**
- 11. CONSENT AGENDA**
  - 11.1. Motion to accept the donation of services/disinfectant fogger to sanitize 13 police vehicles with a hospital grade disinfectant fogger valued at \$715.00 (\$55 per vehicle) from Soil-Away Cleaning & Restoration Services, LLC, of Hooksett, NH, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II. 5 - 6  
[Staff Report - SR-20-123 - Pdf](#)
  - 11.2. Accept the donation of \$500.00 from the Rice Family Charitable Fund to the Town of Hooksett Conservation Commission fund per RSA 31:95-b:III(b). 7 - 9  
[Staff Report - SR-20-127 - Pdf](#)
  - 11.3. Fasadex Designs, #36 Londonderry Turnpike, Release of \$15,240 to the North American Specialty Insurance Company. 11 - 12  
[Staff Report - SR-20-131 - Pdf](#)

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

11.4.	Blue Sky Tower, #14 Mammoth Road, Release of \$8,500 Site Bond to the Hanover Insurance Company <a href="#">Staff Report - SR-20-133 - Pdf</a>	13 - 14
<b>12.</b>	<b>TOWN ADMINISTRATOR'S REPORT</b>	
<b>13.</b>	<b>PUBLIC INPUT - 15 MINUTES</b>	
<b>14.</b>	<b>NOMINATIONS AND APPOINTMENTS</b>	
14.1.	Nominations and (Re)appointments - June 24th <a href="#">Staff Report - SR-20-132 - Pdf</a>	15 - 26
<b>15.</b>	<b>BRIEF RECESS</b>	
<b>16.</b>	<b>OLD BUSINESS</b>	
16.1.	FY 2019-20 Budget Encumbrances (pending item 17.3 RFP#20-05 LED) <a href="#">Staff Report - SR-20-129 - Pdf</a>	27 - 28
16.2.	Topics for Town Council Workshop - August 12, 2020 <a href="#">TC WORKSHOP 2020</a>	29
<b>17.</b>	<b>NEW BUSINESS</b>	
17.1.	Motion to accept funding in the amount of \$142,928.34 from the CARES Act Coronavirus Relief Fund for the First Responder COVID-19 Stipend Program under RSA 21-P:43. <a href="#">Staff Report - SR-20-126 - Pdf</a>	31 - 34
17.2.	Purchase and Install a Salt Storage Facility for DPW/Highway Division <a href="#">Staff Report - SR-20-130 - Pdf</a>	35 - 38
17.3.	Awarding RFP #20-05 (LED Streetlight Conversion Project) Winner <a href="#">20-05 led streetlight conversion</a> <a href="#">20-05 LED Streetlight Conversion Addendum #1 - Proposal Deadline Correction</a> <a href="#">20-05 LED Streetlight Conversion Addendum #2 - Responses to Questions</a> <a href="#">20-05 LED Streetlight Conversion Addendum #3</a> <a href="#">Affinity LED Bid Sheet of Unit Prices</a> <a href="#">Staff Report - SR-20-128 - Pdf</a>	39 - 93
17.4.	Town of Hooksett, NH - Municipal Volunteers (tabled at 04/22/2020 Town Council Meeting) <a href="#">Staff Report - SR-20-043 - Pdf</a>	95 - 98
17.5.	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	
<b>18.</b>	<b>APPROVAL OF MINUTES</b>	
18.1.	Public: 06/10/2020 <a href="#">Town Council Minutes 06102020</a>	99 - 125
18.2.	Non-Public: 06/10/2020	
<b>19.</b>	<b>SUB-COMMITTEE REPORTS</b>	

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

**20. PUBLIC INPUT**

**21. NON-PUBLIC SESSION #2 NH RSA 91-A:3 II**

**22. 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**



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**To:** Town Council  
**Title:** Motion to accept the donation of services/disinfectant fogger to sanitize 13 police vehicles with a hospital grade disinfectant fogger valued at \$715.00 (\$55 per vehicle) from Soil-Away Cleaning & Restoration Services, LLC, of Hooksett, NH, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II.  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Police Department  
**Staff Contact:** Jake Robie, Captain

**BACKGROUND INFORMATION:**

Due to the COVID-19 pandemic, Soil-Away Cleaning and Restoration Services, LLC, of Hooksett, NH contacted the police department and offered sanitizing the departments police vehicles with a hospital grade disinfectant fogger at no charge. From March 26, 2020 through April 16, 2020 this sanitizing service was completed on 13 of our fleet vehicles. Total value - \$715.00 (\$55.00 per vehicle).

**FINANCIAL IMPACT:**

None

**POLICY IMPLICATIONS:**

None

**SUGGESTED MOTION:**

Motion to accept the donation of services/disinfectant fogger to sanitize 13 police vehicles with a hospital grade disinfectant fogger valued at \$715.00 (\$55 per vehicle) from Soil-Away Cleaning & Restoration Services, LLC, of Hooksett, NH, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

**ATTACHMENTS:**

[20200601114202315](#)



Soil-Away Cleaning & Restoration Services, LLC

5 Eastpoint Drive, Suite 23  
Hooksett, NH 03106

603-641-6555  
www.soilaway.com

## Estimate

Date Ordered	Estimate #
6/1/2020	4223

Name / Address
Hooksett Police Department Capt. Jake Robic 15 Legends Drive Hooksett, NH 03106

Client/Loss Location

Arrival Time	Departure Time	Crew		Schedule Date	Job Time
				6/1/2020	
Description		Size	Qty	Rate	Total
Application of EPA List N - hospital grade disinfectant - fire trucks & ambulances (at Soil-Away shop)				95.00	95.00
- Utilize ULV fogger & PPE					
- Treat interior cab, cargo areas, misc equipment					
Application of EPA List N - hospital grade disinfectant - police cars & smaller vehicles (at Soil-Away shop)				55.00	55.00
- Utilize ULV fogger & PPE					
- Treat interior cab, seating areas, trunk					

Customer approval \_\_\_\_\_

<b>Total</b>	<b>\$150.00</b>
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Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Accept the donation of \$500.00 from the Rice Family Charitable Fund to the Town of Hooksett Conservation Commission fund per RSA 31:95-b:III(b).  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Community Development  
**Staff Contact:** Leann Fuller, Community Development Clerk

**BACKGROUND INFORMATION:**

In May 2019, the Rice Family donated \$500.00 to the Hooksett Conservation Commission. This year, another check in the amount of \$500.00 has been received from the Rice Family for the Hooksett Conservation Commission.

**SUGGESTED MOTION:**

Motion to accept the \$500.00 donation from the Rice Family Charitable Fund to the Town of Hooksett for the Hooksett Conservation Commission per RSA 31:95-b:III(b).

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

**ATTACHMENTS:**

[2020 Rice Family Charitable Fund Donation](#)  
[Conservation Mins accepting 2020 Donation-Rice Family](#)



P.O. Box 770001  
Cincinnati, OH 45277-0053

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BJLFCCBBBBPDF  
LEANN FULLER  
TOWN OF HOOKSETT NEW HAMPSHIRE  
35 MAIN ST  
HOOKSETT, NH 03106-1631

000233 1/1

May 21, 2020

Dear Sir or Madam:

We are delighted to provide you with the attached check for **\$500.00**. This Fidelity Charitable Donor-Advised Fund <sup>SM</sup> grant was made at the recommendation of the Rice Family Charitable Fund, a donor-advised fund. <sup>1</sup>

This grant is made by Fidelity Charitable. Fidelity Charitable's donor recommends the grant be used for the following purpose (which does not constitute a restriction): **Where it's needed most.** This grant is to be used exclusively for charitable purposes, and is not made for the purpose of influencing legislation. This grant is also subject to the "Grant Terms" on the next page. If you are unable or unwilling to meet these grant conditions, you must return these funds to Fidelity Charitable.

Should you choose to send a thank-you letter, the donor has requested it be sent to the following address. You should not, however, issue a tax acknowledgement to either the recommending donor(s) or to Fidelity Charitable.

Catherine Rice, 75 Oak Hill Rd, Hooksett, NH 03106

<sup>1</sup> Fidelity Charitable is an independent public charity that sponsors a donor-advised fund program. In a donor-advised fund, Donors make irrevocable charitable contributions to Fidelity Charitable, and have the privilege of recommending grants to qualified public charities.

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Page 1 of 2

RECOMMENDING CHECK FOR PAYMENT



vi. Donation from the Rice Family Charitable Trust

**Deborah Miville motioned to accept the \$500.00 donation from the Rice Family Charitable Trust and send a thank you letter, seconded by Cindy Robertson.**

**Roll Call:**

**D. Ross- Yes**

**J. Woodburn- Yes**

**D. Miville- Yes**

**C. Robertson- Yes**

**Motion passed.**

vii. Pleasant Street Abutters to Heads Pond Trail

Leann received an email regarding yard waste being dumped over an embankment that could potentially interfere with drainage for the Head's Pond trail. Residents are allowed to dump on their own property, but it could wash down and cause further issues.

David Ross recommended that the Conservation Commission send a letter kindly requesting their attention to a potential issue.

Bob Better mentioned that there are laws that are on the books that indicate that if the town did this, they would be responsible. Therefore, he believes there is a law that would indicate if a property owner destroys public land, they would be responsible.

Cindy Robertson will draft a letter to the abutter bringing attention to the potential issue.

Bob Better wanted to mention that over the course of the last 3 months, he has been doing a lot of hiking. The City of Concord hiking trails have a lot of good messages in their trail descriptions and information online.

Cindy Robertson thanked Bob for bringing up a great topic. Since the Conservation Commission has focused on purchasing property in the past, it may be best to continue focusing on getting trails developed. Everyone should take notes on places they have visited and what they liked about it.

**Cindy Robertson motioned to adjourn, seconded by David Ross. Meeting adjourned at 6:45pm.**

**Roll Call:**

**D. Ross- Yes**

**J. Woodburn- Yes**

**D. Miville- Yes**

**C. Robertson- Yes**

**Motion passed.**

**Minutes respectively submitted by**



Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Fasadex Designs, #36 Londonderry Turnpike, Release of \$15,240 to the North American Specialty Insurance Company.  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Community Development  
**Staff Contact:** Bruce Thomas, Town Engineer

**BACKGROUND INFORMATION:**

A site work surety bond is currently being held for Fasadex Designs at #36 Londonderry Turnpike in the amount of \$15,240. The work is complete and acceptable, therefore it is recommended that the bond be returned to the North American Specialty Insurance Company.

**FINANCIAL IMPACT:**

None

**POLICY IMPLICATIONS:**

None

**RECOMMENDATION:**

Release site work bond of \$15,240 to the North American Specialty Insurance Company

**SUGGESTED MOTION:**

Motion for the Town to release the bond of \$15,240 to the North American Specialty Insurance Company.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

**ATTACHMENTS:**

[Memo to release bond - fasadex](#)

**Town of Hooksett  
Community Development**

# Memo

To: Files

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

Cc:

Date: March 11, 2020

Re: O'Reilly's Auto Parts Bond Release

Please be advised that the work on the referenced site has been completed, therefore I recommend that the current bond of \$210,000 be released to the developer. Note that a Landscape Bond of \$16,400 will remain in place.

Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Blue Sky Tower, #14 Mammoth Road, Release of \$8,500 Site Bond to the Hanover Insurance Company  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Community Development  
**Staff Contact:** Bruce Thomas, Town Engineer

**BACKGROUND INFORMATION:**

A site work surety bond is currently being held for Blue Sky Tower, #14 Mammoth Road in the amount of \$8,500. The work is complete and acceptable, therefore it is recommended that the bond be returned to the Hanover Insurance Company.

Note that a separate bond for \$35,238 will still remain until such point when the tower is dismantled and removed.

**FINANCIAL IMPACT:**

None

**POLICY IMPLICATIONS:**

None

**RECOMMENDATION:**

Release site work bond of \$8,500 to the Hanover Insurance Company

**SUGGESTED MOTION:**

Motion for the Town to release the site bond of the Blue Sky Tower project, #14 Mammoth Road of \$8,500 to the Hanover Insurance Company.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

**ATTACHMENTS:**

[Memo to release bond -Blue Sky Tower](#)

**Town of Hooksett  
Community Development**

# Memo

**To:** Files

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

**Cc:**

**Date:** June 11, 2020

**Re:** Blue Sky Tower, #14 Mammoth Road, Release of \$8,500 Site Bond

Please be advised that the work on the referenced site has been completed, therefore I recommend that the current site bond of \$8,500 be released to the developer.

Note that a separate bond for \$35,238 will still remain until such point when the tower is dismantled and removed.

## Town Council STAFF REPORT



**To:** Town Council  
**Title:** Nominations and (Re)appointments - June 24th  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

### BACKGROUND INFORMATION:

June 30th, as well as being the end of the town's fiscal year, is also the date town council appointed positions expire. The Administration Department traditionally attempts to contact the persons with terms expiring to inquire as to whether they're interested in being reappointed. Contact is also made with the staff contacts for each board or committee to bring up formally as part of board business as a second method.

Generally speaking, this is a relatively high number, and Town Council usually gives precedence to those seeking to reappointment.

There does appear to be a higher than average number of appointees who haven't made contact with Administration this year. This may have much to do with timing of contact and the COVID-19 epidemic and that contact with these officials is mainly digitally currently.

Richard Marshall - Reappointment - Southern New Hampshire Planning Commission - 6/30/2024

Tom Walsh – Reappointment - Planning Board – 6/30/2023

Rudy Makara – Reappointment - Parks and Recreation Advisory Board – 6/30/2023

Jo Carol Woodburn – Reappointment - Conservation Commission – 6/30/2023

Timothy Stewart – Appointment as an Alternate for the Zoning Board of Adjustment – Term expiring 6/30/2021

### FINANCIAL IMPACT:

N/a

### POLICY IMPLICATIONS:

N/A

### RECOMMENDATION:

Vote to nominate any individuals seeking reappointment or appointment on the agenda. Consider waiving normal rules and appointing as well if applicable; there could be quorum issues for some boards as the terms expire June 30th and a number of boards will be meeting before town council

would normally consider nominations and appointments again. Staff will advise if new applications and materials are received as well.

**SUGGESTED MOTION:**

"I nominate Richard Marshall to a term on the Southern New Hampshire Planning Commission to a term expiring 6/30/2024"

"I nominate Tom Walsh to a term on the Planning Board expiring 6/30/2023"

"I nominate Rudy Makara to a term on the Parks and Recreation Advisory Board expiring 6/30/2023"

"I nominate Jo Carol Woodburn to a term on the Conservation Commission expiring 6/30/2023"

"I motion to appoint Richard Marshall to a term on the Southern New Hampshire Planning Commission to a term expiring 6/30/2024"

"I motion to appoint Walsh to a term on the Planning Board expiring 6/30/2023"

"I motion to appoint Rudy Makara to a term on the Parks and Recreation Advisory Board expiring 6/30/2023"

"I motion to appoint Jo Carol Woodburn to a term on the Conservation Commission expiring 6/30/2023"

"I motion to appoint Timothy Stewart to a term as an Alternate for the Zoning Board of Adjustment expiring 6/30/2021"

-Seconds required-

**ATTACHMENTS:**

[Applications - June](#)

[Nominations and Appointments](#)

[Current Openings - June](#)





## Town of Hooksett

### APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 6-10-20

Name: THOMAS WALSH Phone: (603) 623-4104

Address: 15 BERRY HILL RD., HOOKSETT, N.H. 03106

Email Address: twiv1966@aol.com

Signature: Thomas Walsh

\*\*\*\*\*

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

**Attn:** Administration Department or email to [NGermain@hooksett.org](mailto:NGermain@hooksett.org)

\*\*\*\*\*

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

### BOARDS, COMMISSIONS & COMMITTEES

	<u>Role Preference</u> Alternate, Regular, or None?
<input type="checkbox"/> Conservation Commission	_____
<input type="checkbox"/> Economic Development Advisory Committee	_____
<input type="checkbox"/> Heritage Commission	_____
<input type="checkbox"/> Parks & Recreation Advisory Board	_____
<input checked="" type="checkbox"/> Planning Board	<u>REGULAR</u>
<input type="checkbox"/> Recycling & Transfer Advisory Committee	_____
<input type="checkbox"/> Town Hall Preservation Committee	_____
<input type="checkbox"/> Zoning Board of Adjustment	_____
<input type="checkbox"/> Other (Please specify.) _____	_____
_____	_____
_____	_____

2

How long have you been a resident of Hooksett?

FIRST MOVED TO HOOKSETT : 42 YRS.

BOUGHT CURRENT HOME : 16 YRS.

Why are you seeking this position?

HAVE BEEN SERVING SINCE 2011 AND STILL ENJOY IT.

Do you have any specific goals or objectives?

TO CONTINUE TO SEEK RESPONSIBLE RESIDENTIAL GROWTH  
AND IMPROVED NON-RESIDENTIAL GROWTH.

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

CONSTRUCTION / CONTRACTOR AS WELL AS EXPERIENCE  
ON THE BOARD.

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

NONE

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

CURRENT 4 TERM REPRESENTATIVE FOR HOOKSETT.

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

PLANNING BOARD 2011 - PRESENT

*Town of Hooksett*

35 Main Street  
Hooksett, NH 03106

**FRAUD POLICY**

**Recognition & Awareness Form**

**Acknowledgement:**

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

Signature: Thomas Walsh

Print Name: THOMAS C. WALSH JR

Date Signed: 6-10-20

Department Head Signature: \_\_\_\_\_



## Town of Hooksett

### APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: JUNE 8, 2020

Name: RICHARD MARSHALL Phone: 603-785-7079

Address: 6 LANCELOT DR

Email Address: bumpaclaus@comcast.net

Signature: *Richard Marshall*

\*\*\*\*\*

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

Attn: Administration Department or email to [NGermain@hooksett.org](mailto:NGermain@hooksett.org)

\*\*\*\*\*

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

### BOARDS, COMMISSIONS & COMMITTEES

**Role Preference**  
Alternate, Regular, or None?

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

\_\_\_\_\_  
\_\_\_\_\_

2

How long have you been a resident of Hooksett?

SINCE 1967

Why are you seeking this position?

TO REPRESENT THE HOOKSETT PLANNING BOARD  
AS A COMMISSIONER ON THE SNHPC

Do you have any specific goals or objectives?

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

RET. PROFESSIONAL ENGINEER  
SERVED ON THE SNHPC SINCE LATE 1990'S

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

NONE

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

WORKED AS A PLANNING ENGINEER WITH  
NH DOT FROM 1964 - 1999

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

HOOKSETT PLANNING BOARD SINCE 1972 - PRESENT

*Town of Hooksett*

35 Main Street  
Hooksett, NH 03106

**FRAUD POLICY**

**Recognition & Awareness Form**

**Acknowledgement:**

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

Signature: \_\_\_\_\_



Print Name: \_\_\_\_\_

RICHARD G. MARSHALL

Date Signed: \_\_\_\_\_

6/8/2020

Department Head Signature: \_\_\_\_\_



*Town of Hooksett*

## APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: MAY 1, 2020  
Name: Timothy Stewart Phone: 603-485-2652  
Address: 5 Grandview Drive  
Email Address: stewarttim@comcast.net  
Signature: Tim

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

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

## BOARDS, COMMISSIONS & COMMITTEES

### Role Preference

### Alternate, Regular, or None?

☐ Conservation Commission  
☐ Economic Development Advisory Committee  
☐ Heritage Commission  
☐ Parks & Recreation Advisory Board  
☐ Planning Board  
☐ Recycling & Transfer Advisory Committee  
☐ Town Hall Preservation Committee  
☒ Zoning Board of Adjustment *Alternate*  
☐ Other (Please specify.) \_\_\_\_\_  
 \_\_\_\_\_

2

How long have you been a resident of Hooksett?

Over 27 years

Why are you seeking this position?

To be more involved with the town.

Do you have any specific goals or objectives?

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

was employed by state of New Hampshire  
Department of Revenue Administration researching  
Property Deeds and plans

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

NONE

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

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

Hooksett - Past Budget Committee member



**Nominations and Appointments – End of Year Summary Sheet:**

Filled Positions expiring – 22

Currently known seeking reappointment - 4

Currently known not seeking reappointment - 4

Unknown - 14

**Under Consideration:**

Richard Marshall - Reappointment - Southern New Hampshire Planning Commission - 6/30/2024

Tom Walsh – Reappointment - Planning Board – 6/30/2023

Rudy Makara – Reappointment - Parks and Recreation Advisory Board – 6/30/2023

Jo Carol Woodburn – Reappointment - Conservation Commission – 6/30/2023

**June Nominations**

Timothy Stewart – Alternate for the Zoning Board of Adjustment – Term expiring 6/30/2021

**June Appointments**

N/A

1. [Home >>](#)
2. [Human Resources](#)

## Available Appointed Town Positions

Entity	Assigned Councilor	Available Positions	Expiration	Contact Town Staff
<a href="#">Heritage Commission</a>	<a href="#">James Sullivan</a>	<a href="#">(x2) Commissioner</a>	6/30/2021	<a href="#">Administration</a>
		<a href="#">(x2) Alternate</a>	6/30/2021	<a href="#">Administration</a>
<a href="#">Bicentennial Committee</a>	<a href="#">James Sullivan</a>	<a href="#">(TBD) Member</a>	6/30/2023	<a href="#">Administration</a>
<a href="#">Town Hall Preservation Committee</a>	<a href="#">James Sullivan</a>	<a href="#">(x4) Committee Member</a>	6/30/2021	<a href="#">Administration</a>
<a href="#">Planning Board</a>	<a href="#">Robert Duhaime</a>	<a href="#">(2)Alternate Member</a>	6/30/2022	<a href="#">Community Development</a>
<a href="#">Parks and Recreation Adviosry Board</a>	<a href="#">Alex Walczyk</a>	<a href="#">1 Member</a>	6/30/2022	<a href="#">Public Works</a>
<a href="#">Zoning Board of Adjustment</a>	<a href="#">James Levesque</a>	<a href="#">(2) Alternate</a>	6/30/2021	<a href="#">Community Development</a>
				Last updated 4/7/2020
	<b>Special Appointments</b>			
<a href="#">Cemetary Commisison</a>		<a href="#">(1) Member</a>	6/30/2021	<a href="#">Cemetary Commissior</a>

## Town Council **STAFF REPORT**



**To:** Town Council  
**Title:** FY 2019-20 Budget Encumbrances  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Finance  
**Staff Contact:** Christine Soucie, Finance Director

### **BACKGROUND INFORMATION:**

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

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

Attached is information on the water heater.

Updated lists of contracts/obligations that meet one of these exceptions will be emailed to each Councilor on Monday, June 22nd and provided at the meeting.

### **FINANCIAL IMPACT:**

Budget Summary with encumbrances will be emailed to each Councilor on Monday, June 22nd and provided at the meeting.

### **SUGGESTED MOTION:**

Motion to encumber items #\_\_\_\_\_ in the amount of \$\_\_\_\_\_ from the FY 2019-20 budget under RSA 32:7.

### **TOWN ADMINISTRATOR'S RECOMMENDATION:**

Listen to the Finance Director regarding the recommended encumbrances and vote on the amount accordingly.

### **ATTACHMENTS:**

[Water Heater Quote](#)

Paradigm Plumbing, Heating & Air Conditioning, Inc.

8 Industrial Park Dr  
Unit 12  
Hooksett NH 03106  
603-641-6400 FAX: 603-641-6405

Date	May 28, 2020
Proposal #	262049-01
Customer ID	132831

New Proposal for New 40 gallon Electric Water Heater

**Billing Information**

Town of Hooksett  
210 West River Road  
Hooksett NH 03106  
603-668-8019

**Service at**

Town of Hooksett  
210 West River Road  
Hooksett NH 03106  
603-668-8019

Description	Electric to Water Heater	40 Gallon Electric Water Heater
Demo existing wiring to water heater. Furnish and install wiring to new 40 gallon water heater from Square D panel to 2nd floor. Materials, permits and complete job.	✓	
Job Total \$ 860.00		
Scope of Work:		✓
Demo existing electric water heater and dispose of. Furnish and install new piping from kitchen sink area to new 40 gallon water heater on 2nd floor. New water heater pan. Vacuum Breaker, ball valve, expansion tank, piping, permits and inspections. Complete job.		
Job Total \$ 2,950.00		
<b>Total</b>	<b>\$ 860.00</b>	<b>\$ 2,950.00</b>

**Introduction**

Thank you for allowing Paradigm to provide you with a quote. We value you as our customer. Below is a scope of the work to be performed.

**Closing**

We look forward to working with you. Please give our office a call to let us know when you are ready to start. Have a great day!

**Acceptance**

We appreciate the opportunity to provide you with service. Upon acceptance, please return the proposal signed and dated via fax at 603-641-6405 or by email to Dispatch@ParadigmPH.com. A 50% deposit of the total job cost will be needed to secure the material and schedule a start date. Please phone 603-641-6400, to advise us of your deposit by check or credit card. The remaining balance will be due on the day of completion. Quotes are only valid for 90 days. Thank you and enjoy your day!

Accepted Option: \$3,810.00

[Signature]  
Acceptance (Customer)

Jun 4 2020  
Date

Approval (Company)

Date

Other Quotes:

Rob Roy Mechanical  
6+0 Heating + Air

\$4,800<sup>00</sup>  
\$5,500<sup>00</sup>

***DRAFT***

**Town Council Workshop  
August 12, 2020**

**Discussion Items – TO BE DEVELOPED BY TOWN COUNCIL IN PREP FOR WORKSHOP**

***THE FINAL COVER SHEET AND SUPPORTING DATA WILL BE PROVIDED TO COUNCILORS  
IN PACKETS AUGUST 5, 2020 FOR THE AUGUST 12, 2020 WORKSHOP***

- 1. Town Charter**
  - a. TO BE DEVELOPED BY TOWN COUNCIL**
- 2. Administrative Code**
  - a. TO BE DEVELOPED BY DEPARTMENT HEADS/TOWN COUNCIL**
- 3. Town Council Rules of Procedures (TO BE DEVELOPED BY TOWN COUNCIL)**
  - a. Review Current Process of Town Administrator Evaluation (to include form)**
  - b. Add Process for Donation of items to Town**
  - c. Review Current Process for Councilor Discussion on Agenda Items**
  - d. Review Current Process to Table Items on the Agenda**
  - e. Add Process for Town Council to Receive Additional Information on an Item(s) or a New Item after Agenda Packet has been Posted**
- 4. Town Administrator Goals for July 1, 2020 – June 30, 2021**
  - a. TO BE DEVELOPED BY THE NEW TOWN COUNCIL**
- 5. Other (TO BE DEVELOPED BY TOWN COUNCIL)**
  - a. Health Insurance for Elected Officials**
  - b. Petition Warrant Articles – language in voter guide**
  - c. Respective Duties of Boards and Committees**
  - d. Commercial properties – how to enforce PB & ZBA approved plans years later (Councilor Duhaime)**
  - e. Department Head Items?**
  - f. Miscellaneous Workshop Items**

**Note: No motions/votes are made at workshops. Items discussed above that warrant action will be placed on a future regularly scheduled Council agenda.**

**Workshops are typically scheduled for 2 hours.**

AS OF 06/11/2020



Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Motion to accept funding in the amount of \$142,928.34 from the CARES Act Coronavirus Relief Fund for the First Responder COVID-19 Stipend Program under RSA 21-P:43.  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Finance  
**Staff Contact:** Christine Soucie, Finance Director

**BACKGROUND INFORMATION:**

At the May 13, 2020 meeting, Council voted to proceed with participation in the first responder COVID-19 stipend program. The program provides first responder (police & fire) a \$300 per week for full-time and \$150 per week for part-time and on-call stipend from May 4th through June 30th. The stipend is funded from the CARES Act Coronavirus Relief Fund and the related employers taxes and increase in overtime rates are funded from the Governor's Office of Emergency Relief & Recovery for COVID-19.

**FINANCIAL IMPACT:**

The Town of Hooksett is relying on the CARES funds to cover cost related to the first responder COVID-19 stipend program approved by Council on May 13th. These expenses were not budgeted.

**SUGGESTED MOTION:**




Motion to accept funding in the amount of \$142,928.34 from the CARES Act Coronavirus Relief Fund for the First Responder COVID-19 Stipend Program under RSA 21-P:43.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

**ATTACHMENTS:**

[First Responder COVID-19 Stipend Program](#)

-  ([https://twitter.com/NH\\_HSEM](https://twitter.com/NH_HSEM))
-  (<https://www.facebook.com/NH.HSEM>)
-  (<https://www.youtube.com/channel/UCUHWcQMkczX2jCvPiddOqw/playlists>)



# RESOURCE CENTER

## HOMELAND SECURITY & EMERGENCY MANAGEMENT

### First Responder COVID-19 Stipend Program

To be eligible, a person must be a first responder (as defined below) and identified as either full-time, part-time, on-call, or volunteer status. Payment is effective May 4, 2020 and valid through June 30, 2020.

**NOTE:** Members are only eligible for one first responder stipend payment per week.

Department Heads/Chiefs/Company owners or managers are responsible for submitting their member's information under the appropriate category. In an effort to simplify the process and assist communities/ agencies with potential cash flow concerns, one submission for the entire eligibility period will be accepted. Each approved agency will receive a single payment for the entire eligibility period following the submission.

All submissions are subject to audit and any funds that are not spent in accordance with this guidance may be subject to recoupment. Department Heads/Chiefs/Company owners or managers may also be asked to provide additional information as necessary to ensure compliance with Federal requirements.

**Click here to review the program FAQ's.** ([https://prd.blogs.nh.gov/dos/hsem/?page\\_id=8624](https://prd.blogs.nh.gov/dos/hsem/?page_id=8624))

Additional questions can be directed to [covidhazardpay@dos.nh.gov](mailto:covidhazardpay@dos.nh.gov) (<mailto:covidhazardpay@dos.nh.gov>) or the State Emergency Operations Center at (603) 271-2231.

### Definitions:

Eligibility: To qualify an individual must be engaged in a first responder activity that requires them to interact, in person, with the public or to be out among the general public. Individuals are ineligible for this stipend if their role does not, in their normal course of business, require them to be in physical contact with the public.

Active Member: Any person who is a member of a public or private agency providing law enforcement, correctional, fire protection, or emergency medical services within the state, who in good standing and who is qualified, willing and available to respond to and perform the required responsibilities of their respective position.



Full-time status: Full-time status is defined as working 30 or more hours per week (or at least 130 hours per month).

Part-time status: Part-time status is defined as working fewer than 30 hours per week. During this state of emergency, it is recognized that some "certified part-time" first responders are working in excess of 30 hours per week on average. For the purposes of this stipend, these persons should be treated as working full-time for the weeks they exceed 30 hours.

Corrections Officer: Any person who is employed by the Department of Corrections as a probation parole officer or works within a state or county correctional facility in close and immediate contact with prisoners on a daily basis and has responsibility for security, and/or is responsible for the physical custody and security of inmates, and/or is authorized by law to use force to prevent escapes from such facilities. As a job requirement, is fully certified as a correctional officer or probation parole officer, and meets all physical, mental, educational, and other qualifications for continuing certification as a corrections officer or probation parole officer as established by the certifying authority.

Correctional Line Personnel: Any person who is employed by the Department of Corrections as correctional line personnel defined in NH RSA 100-A:1 that works within a state or county correctional facility in close and immediate contact with prisoners on a daily basis and has responsibility for security. As a job requirement, is fully certified as correctional line personnel or completes all necessary training as outlined by the county, and meets all physical, mental, educational, and other qualifications for continuing certification as a correctional line personnel as established by the certifying authority.

Firefighter: Any person, whether fulltime, part-time, on-call, or volunteer, who is employed and/or appointed by a municipal, county, village, precinct, state, non-profit, or private firefighting unit in the State of New Hampshire, who has the authority and responsibility to engage in the prevention, control, and/or extinguishment of fires, and who performs activities that are required for and directly concerned with the prevention, control, and/or extinguishment of fires.

Law Enforcement Officer: Any person who is employed by a municipal, county, or state governmental agency in the State of New Hampshire and who is a police officer, including sheriffs, deputy sheriffs, conservation officers, liquor commission inspectors, fire investigators/marshals, state troopers, forest rangers, and marine patrol officers, and who is certified through NH Police Standards and Training Commission (or are awaiting certification and is currently employed and working as a law enforcement officer), and is responsible for the prevention, detection, or prosecution of crimes and the enforcement of the laws of the state and of its political subdivisions; has full general arrest powers; and as a job requirement meets all physical, mental, educational, and other qualifications for continuing certification as a police officer as established by NH Police Standards and Training Commission.

Emergency Medical Services Personnel: Any person, whether fulltime, part-time, on-call, or volunteer, who is employed and/or appointed by a municipal, county, village, precinct, state, non-profit, or private Emergency Medical Services unit in the State of New Hampshire that is either under contract or agreement with a city, town, village, precinct, or long term care facility, and holds a valid providers license issued by the Bureau of Emergency Medical Services, and responds to calls for emergency medical services from citizens or visitors within the state.

Employer Taxes: Employers are responsible for all applicable taxes, state and local, as well as any benefits costs associated with these stipend payments.

## Steps to Submit First Responder Stipend Worksheet:

**1. Download the First Responder Stipend Worksheet**

- One stipend worksheet documents up to 500 names. If you are submitting more than 500 names, please submit additional worksheets.

**2. Completed the First Responder Stipend Worksheet(s)**

- Information needed is:
  - First Name
  - Last Name
  - Last Four Numbers of the individuals Social Security Number
  - Select Position from drop down
  - Select Total Eligible Weeks (8 is defaulted, but please change if applicable)
  - The worksheet will calculate totals

**3. Submit the First Responder Stipend Worksheet(s)**

## Links & Documents:

NOTE: The worksheet has been updated to reflect total stipend amount based on the position and the eligible weeks. Please use the updated worksheet for new submissions.


NOTE: Additional update includes volunteer positions and part time state law enforcement.


- Download the First Responder Stipend Worksheet v4 (<https://prd.blogs.nh.gov/dos/hsem/wp-content/uploads/2020/05/FirstResponderStipendWorksheet-v4.xlsx>)
- Download the Volunteer/Call Availability Certification Form (<https://prd.blogs.nh.gov/dos/hsem/wp-content/uploads/2020/05/Vol-Cert-form-final.docx>)
- Submit your agencies First Responder Stipend Worksheet(s) ([https://prd.blogs.nh.gov/dos/hsem/?page\\_id=8462](https://prd.blogs.nh.gov/dos/hsem/?page_id=8462))
- Review the Frequently Asked Questions ([https://prd.blogs.nh.gov/dos/hsem/?page\\_id=8624](https://prd.blogs.nh.gov/dos/hsem/?page_id=8624))

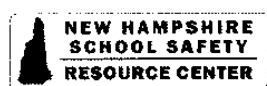
([https://prd.blogs.nh.gov/dos/hsem/?page\\_id=8462](https://prd.blogs.nh.gov/dos/hsem/?page_id=8462))

## First Responder COVID-19 Stipend Worksheet Submission ([https://prd.blogs.nh.gov/dos/hsem/?page\\_id=8462](https://prd.blogs.nh.gov/dos/hsem/?page_id=8462))

**ReadyNH.gov** (<http://www.readynh.gov>)  
TAKE ACTION. BE SAFE.

Find us on  (<https://www.facebook.com/NH.HSEM>)

 @NH\_HSEM ([https://twitter.com/nh\\_hsem](https://twitter.com/nh_hsem))



(<https://schoolsafetyresources.nh.gov/>)

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Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Purchase and Install a Salt Storage Facility for DPW/Highway Division  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Public Works  
**Staff Contact:** Earl Labonte, Director of Public Works

**BACKGROUND INFORMATION:**

Earlier this year, a warrant article for \$115,000 was drafted to purchase a salt storage facility for the Highway Division of Public Works. The article was approved by the voters at the March 10th election. The existing salt shed needs to be replaced as it has insufficient capacity and fails to protect the salt resulting in salt loss and could result in Notice of Violations for improper storage of salt that could contaminate ground water. The old salt shed will be re-purposed to store sand. We received a quote of \$107,192.00 from Clear Span through Sourcewell Pricing.

**FINANCIAL IMPACT:**

\$107,192.00

**POLICY IMPLICATIONS:**

None.

**RECOMMENDATION:**

Approve and consent the purchase of a salt storage facility for the Highway Division of Public Works in the amount of \$107,192.00 from Clear Span.

**SUGGESTED MOTION:**

Motion to Approve and consent the purchase of a salt storage facility for the Highway Division of Public Works in the amount of \$107,192.00 from Clear Span.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

**ATTACHMENTS:**

[Salt Shed](#)



Corporate  
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033  
p: 1.860.760.0046 • f: 1.800.958.1393 • www.clearspan.com



Customer ID: 8857759

Quote Number: 940944

**QUOTE**

Sourcewell Contract #: 091319-CSS

Page: 1 of 2

<b>Quote To:</b> EARL LABONTE TOWN OF HOOKSETT PW 210 WEST RIVER RD HOOKSETT NH 03106-2627 UNITED STATES  Phone: 6036688019 elabonte@hooksett.org Sales Person: BRAD WILLIAMS Fax: 860-760-0210 BWILLIAMS@CLEARSPAN.COM	<b>Ship To:</b> TOWN OF HOOKSETT PW 210 WEST RIVER RD  HOOKSETT, NH 03106-2627  Date: 4/10/2020 Expires: 5/1/2020  Quote Total: 107,192.00
--	---

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100108	56W RK BY 100L TRUSS BLDG 11'OC 60/90 CAT1	1.00	40,376.00	40,376.00
2	100106	56W END WALL PACKAGE	1.00	4,370.00	4,370.00
3	100106	FLAME RETARDANT MATERIAL UPGRADE	1.00	4,910.00	4,910.00
4	116043FK	36"W X 36"H WALL LOUVER FABRIC KIT	2.00	260.00	520.00
5	700001	CUSTOM DESIGN AND ENGINEERING BUILDING	1.00	3,000.00	3,000.00
6	100106	ESTIMATED BLOCK HARDWARE (BASED ON APPROX 230 2X2X6L BLOCKS NEEDED) DELIVERED EARLY FOR CUSTOMER INSTALL	1.00	14,500.00	14,500.00
7	700001	CUSTOM DESIGN AND ENGINEERING BLOCK WALL	1.00	3,500.00	3,500.00
8	100007	SALE OF FREIGHT	1.00	5,208.00	5,208.00
9	700000	STANDARD WAGE INSTALLATION BUILDING	1.00	30,808.00	30,808.00

Please Note:  
Additional Sales Tax will apply for materials and installation if the project is not tax exempt.

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



Corporate  
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033  
p: 1.860.760.0046 • f: 1.800.950.1393 • www.clearspan.com



Customer ID: 8857759

Quote Number: 940944

**QUOTE**

Sourcewell Contract #: 091319-CSS

Page: 2 of 2

Lines Total	107,192.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
<b>Quote Total</b>	<b>107,192.00</b>

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.

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).

YES ☐ NO ☒ 1097

**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).

YES ☐ NO ☒ 1504

**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).

YES ☐ NO ☒ 1309

**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).

YES ☐ NO ☒ 1309

**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).

YES ☐ NO ☒ 1179

**GO TO NEXT BALLOT AND CONTINUE VOTING**

Town of Hooksett



**REQUEST FOR PROPOSALS #20-05: LED Streetlight CONVERSION PROJECT**

Date Posted: April 22<sup>nd</sup>

Proposal Deadline: **Monday, May 25<sup>th</sup> at 10:00AM**

*Main Staff Contact:*

Nick Germain, Project Coordinator  
ngerman@hooksett.org – 603-485-8472 Ext. 1

*Inquiry / Proposal Package Submissions Address:*

Hooksett Town Offices  
Administration Department  
35 MAIN STREET  
HOOKSETT, NH 03106

It is the town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator, André Garron (agarron@hooksett.org), in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits awarding this project to one source

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.

## 1. General Information and Submission Process

### 1.1 Key Dates

*Proposal Deadline and Opening:* **Monday, May 25th 2020, at 10:00AM**

*Anticipated Project Award:* **Within 40 days of deadline.**

*First 100 Streetlights installed by date:* **TBD**

*Project fully completed by:* **June 30th, 2021**

### 1.2 Obtaining RFP Documents

The Town of Hooksett's primary outlet for distributing documentation for this RFP is the bids and RFPs page on its website: [www.hooksett.org](http://www.hooksett.org). Essential documents can also be received in hardcopy from the Administration Department upon receipt of printing (.50 per page) and mailing (TBD) costs.

### 1.3 Inquiries

Technical or administrative questions should be directed to this RFP's main contact listed on the cover page. Highly specific e-mailed or typed questions are strongly preferred, and should reference the section the respondent wants clarified. Responses that are deemed reasonably able to affect competitiveness for this RFP will be released as addenda. Please check the Town web site at <https://www.hooksett.org/bidsrfps> to read any additional documentation prior to final submission.

### 1.4 Submission Instructions

Sealed hardcopy proposal packages, plainly marked "*RFP #20-05 LED Streetlight Conversion Project*" must be mailed or submitted by hand to Administration Department staff at the same address before the proposal deadline at **10:00AM on Monday May 25th. Until COVID-19 related restrictions are lifted, town offices are closed to the public, therefore calling ahead is required for drop offs by hand.** Each package **must** include five (5) copies of the following two (2) items:

1. Non-pricing information about the products and services requested in line with subsequent sections of this RFP, including the mandatory proposal components found under **Section 6**.
2. Completed bid sheet(s) (see **Attachment Item #1**) of proposed unit prices **sealed separately** and clearly marked "**Pricing.**" All entries and signatures on each bid sheet must be typed or written in ink; pencil will render a submission disqualifying.

## 2. Background

Situated in south-central New Hampshire's Merrimack County, the Town of Hooksett was established in 1822 and is home to approximately 14,528 residents. As of 2018, the town possesses 137 centerline miles of various roadway types illuminated by approximately 408 high-pressure sodium or metal halide street lights. Electricity service for fixtures is provided through Eversource. Community lighting has increased overtime due to impressive residential, industrial, and commercial growth, and town staff on occasion receive requests to add, remove, or adjust street lighting conditions in various parts of town. The town utilizes a public web portal GIS system powered by ESRI-GIS to help support Assessing and



Community Development efforts. Although the utility provider has a ledger of Hooksett's municipal street lights and their general locations, the town does not possess a detailed map or map layer.

### **2.1 Purpose**

Similar to other municipalities, Hooksett considers conversion to alternate street lighting sources an easy way to save money, lower electricity consumption, and improve lightning conditions. In accordance with that will, it's been determined that replacing existing fixtures with LED equivalents is a simple and cost-effective option to pursue. The town is utilizing this RFP process due to the myriad of complex and diverse procurement options available, as well to find a qualified vendor that demonstrates essential knowhow and responsiveness.

### **2.2. Desired Outcomes for this Project**

- Conduct a GIS-supported audit of the Town's existing street light ledger
- Replace 408 HPS and Metal Halide streetlights with LED equivalents that provide industry-comparable lighting performance at superior efficiency
- Generate a new GIS-verified municipal street lighting inventory
- Support addition or removal of streetlights to cut costs or improve lighting conditions

## **3. Scope of Work**

The Town of Hooksett requests proposals for turnkey services relating to auditing its existing municipal street light inventory and procuring and installing LED streetlight replacement equivalents. These services shall include, but are not necessarily limited to:

### **3.1 Project Management**

- a Assuming end-to-end overall project responsibility, including oversight of subcontractors
- b Working with the Town Administrator or their designee(s) on various project components
- c Communicating with the utility provider to meet standards and ensuring asset reconciliation
- d Coordinating, if necessary, with state personnel or officials from bordering municipalities
- e Developing a project plan and expectations
- f Measuring reliability for installed equipment and providing data-supported progress reports
- g Fulfilling necessary paperwork to obtain all available rebates and savings programs
- h Presenting project details at public meetings for major milestones

### **3.2 Streetlight Inventory Audit and GIS Services**

- a Conducting a field-verified examination of the utility provider's ledger of the town's streetlights
- b Creating a new streetlight inventory list that may include attribute data such as pole height, pole condition, and road width
- c Simultaneously utilizing field-based GIS technology to geo-locate every municipally administered streetlight in town and tying it to ESRI GIS compatible maps or layers
- d Noting differences between the utility provider's streetlight ledger and the field / GIS verified inventory
- e Utilizing GIS mapping to track what LED types and configurations are to be installed where

### 3.3 Utility Provider Interface

- a Reconcile any differences between field-verified/audited inventory and utility provider's ledger
- b Obtain utility provider's approval of selected equipment, personnel conducting installations, and installation procedures.
- c Coordinate weekly reports to update the utility provider on ledger conversion and ensure converted equipment is switched from current EOL billed rate to new LED tariff
- d Facilitate all necessary aspects of rebate approval with utility and municipal liaisons

### 3.4 Lightning Layout

- a Ensuring illumination meet established utility provider's and NHDOT Roadway Lightning Design manual recommended illumination standards
- b Determine appropriate optics (and shielding as needed) based on asset attributes
- c Providing recommendations for the town's specific lighting needs such as alternate fixtures and the removal or addition of streetlights to improve lighting conditions or save money in a new LED-lit environment

### 3.5 Installation

- a Providing a detailed installation plan, including personnel, equipment, and standard operating procedures
- b Ensure all installing personnel have requisite licenses and certifications
- c Testing all equipment in the field to determine it meets advertised performance metrics
- d Work with local officials to confirm installation routing/safety and facilitate notifying the public of work schedules
- e Ensuring all aspects of installation conform to municipal traffic safety requirements
- f Provide "as-built" record documents of installed LED luminaires, including all applicable warranties, digital GIS data shape files, service, maintenance/operations manuals, and similar information
- g Manage on-going waste & recycling of field supplied and legacy equipment by following industry best practices, municipal, state, and federal laws, and utility provider regulations, with an eye on maximizing potential recycling and the safe and legal disposal of hazardous materials

### 3.6 Procurement & Resupply

- a Proposing and consenting to procure equipment types meeting the minimum requirements listed under "**4. Lighting Equipment Requirements**" unless alternatives are authorized by the Town Administrator via written order
- b Accumulating and organizing all necessary data relevant to equipment procured by the town, and facilitating the organized storage of items such as warranty information
- c Utilizing NHSaves LED rebate program to maximize the town's access to cost savings
- d Guaranteeing access to replacement installed equipment and ancillary supplies throughout all applicable warranty periods
- e Facilitating procurement of equipment in the case of installations of new municipal street lights

#### **4. Lighting Equipment Requirements**

The Town of Hooksett currently maintains a streetlight inventory as listed under **Attachment Item 2**. The Town's overall intent is to replace each fixture class with LED equivalents that the industry defines as providing comparable lighting performance. While the results of the requested street light audit may affect precise quantities and configurations, the town requires all initially proposed fixture types to meet the standards or metrics listed from, **4.1 to 4.3**.

##### **4.1 General Requirements:**

- a. 10 year warranty to replace defective fixtures.
- b. 1 Year warranty to include installation cost, to replace any defective fixture
- c. DLC qualified (must provide proof of certification)
- d. Smart Controls capable or upgradeable
- e. Minimum IP65 rated, suitable for wet locations
- f. 3G vibration testing (ANSI C136.31-2001).
- g. 10KV surge suppression test (ANS C62.41.2).
- h. Salty fog test (ASTMB117)
- i. B.U.G. ratings where u=0 (zero up lighting).
- j. System wattage labels on each fixture in compliance with ANSI-C136.15-2018 Luminaire Field Identification Requirements and Eversource Requirements
- k. Date of manufacture clearly labeled on each fixture
- l. 3,000 Kelvin Temperature

##### **4.2 Tested Performance**

- a. Minimum lumen (lm) output: 2500LM for existing 50HPS replacement, representing the majority of existing lighting
- b. Minimum efficacy: Is greater than or equal to 100 lm/watt
- c. Minimum color rendering index (CRI): Greater than or equal to CRI 70

##### **4.3 Components and Construction**

- a. Industry leading LED package components
- b. Industry leading driver, door mounted (isolated from fixture)
- c. Die-cast aluminum housing & door (no plastic or polymer housing or door components – powder coated standard gray finish)
- d. Door hinge mechanically fixed/bolted to housing
- e. Mechanically locked/secured or latch tool-less entry

#### **5. Contract Requirements**

A typical Standard Contract is attached to this Request for Proposals as **Attachment Item 3**. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. Specific instructions for accepted pricing formats and insurance are listed below in **5.1 to 5.4**.

### 5.1 Pricing

Proposed fees must be firm for Town acceptance until at least July 30<sup>th</sup> 2021. Pricing must be inclusive, clear, and concise, including such other information as requested or required. The pricing to be listed on the Bid Sheets for each unit **MUST** include the firm's estimated charge for the costs of baseline services sought by the town related to the installation of 408 LED Street Light Equivalents. This should include delivery/procurement fees, guaranteeing warranty terms, installation/construction/traffic control costs beyond the included contingency amount, and those associated with GIS-supported field auditing. Alternative or additional services or equipment types may be renegotiated and implemented through a change order approved by the Town Administrator.

### 5.2 Traffic Control Requirements

Respondent will be responsible for providing temporary traffic control measures and equipment. The construction contingency stipulated on the bid sheet may be used for compliance with traffic control costs. Methods and application should meet all state regulations, and will be coordinated with the Hooksett Police Department. It is anticipated that Uniformed Officers will be mandatory during the most dynamic traffic conditions, amounting to conversion of an estimated 85 total lights throughout following locations: *Rte 3, Rte 3A/West River Road, Rte 27/Whitehall Road, Rte 28 Bypass/Londonderry Turnpike, Rte 28/Mammoth Rd.* Actual conditions may require uniformed officers at other locations, otherwise certified flaggers may be used. The Hooksett Police Department's detail rate is currently \$72.00 an hour with a \$20.00 an hour cruiser fee.

### 5.3 Staffing

Installation procedures must all be conducted during daytime hours between 7:00AM and 4:30PM.

### 5.4 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 following standard insurance shall be required:

#### **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

#### **Workers Compensation/Employers Liability Insurance**

Bodily Injury by Accident Each Accident	
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(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

## 6. Mandatory Proposal Components

Proposal packages should be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of this request for proposals. Outside of pricing, the town doesn’t mandate precise form for most requested information, but at a minimum, the following items must be addressed in a proposal package:

- 6.1 A brief introductory statement signed by an authoritative officer able to commit the firm to perform all requested services. If multiple distinct entities are involved in the proposal, their involvement should be briefly described and be similarly signed by authorized officers. At a minimum, this statement should include:
  - a. Succinct history of the firm that includes number of years in service
  - b. Acknowledgement that the main respondent is willing and capable to provide all proposed equipment and described services, as well as adhere to mandatory contract award requirements and addendum instructions
  - c. Summary of technical / administrative capabilities relevant to completing the described project
- 6.2 A simple listing of the firm’s ownership structure, location of home offices, and mailing addresses for relevant branch offices and any participating entities.
- 6.3 Organizational chart or listing for the team to directly manage and execute the contract, including the contact information (phone, e-mail, and business mailing address) for each team member
- 6.4 Resumes or listing of qualifications for key personnel.
- 6.5 List of at least 3 comparable projects completed by the proposing entity that includes contact information (e-mail and phone) for referrals.
- 6.6 Statement of financial performance, including answering the following: Has the company been in bankruptcy, reorganization, or receivership in the last five years? If so, please explain under what circumstances this occurred.
- 6.7 Firm’s proposed approach to managing the project and delivering requested services, specifically:
  - a. Methodology for conducting the desired audit
  - b. Methodology for procurement of proposed equipment
  - c. Methodology for installation of proposed equipment (including an example or tentatively proposed project plan that features a clear, realistic project start and finish date).
  - d. What the firm is capable of with regards to GIS supported installation / auditing.
  - e. Proposed method for handling NHSaves product rebates and other potential incentives.
- 6.8 Proposed LED equivalents to replace streetlight classes listed within the town’s current ledger (Attachment Item 2). Should include:

- a. A simple listing of LED products proposed to replace each existing HPS or MH fixture type
  - b. Technical information for each LED proposed that lists, at a minimum, warranty terms and all the standards and tested performance categories corresponding to those listed in **Section 4.**
  - c. Technical details about ancillary equipment such as shielding or comparable alternative housing.
- 6.9** Any additional information or deliverables that fall under the scope of this proposal that the firm feels would help make a determination. For example, estimated simple payback time and rebate incentive totals. If the firm proposes an additional, complimentary service believed to extend beyond the scope of services here, it should be listed here and clearly identified as such..
- 6.10** Completed bid sheet(s) for the proposed equipment types. These copies **MUST** be sealed separately from non-price (technical) components and labeled "Pricing". The respondent **MAY** propose as many as 2 additional LED types for each class listed on the bid sheet with different specifications or styles so long as they meet the minimum requirements listed under **Section 4.** Alternatives should be listed on separate completed bid sheets and have their technical details listed in the same manner as in component 6.8. The contingency amount should be considered a **single, static figure** for whatever option is ultimately accepted.

## **7. Criteria for Reviewing Proposals and Award Process**

A team of reviewing officials will first read over all non-price (technical) proposal components received, and evaluate each based on how advantageous they are to the town's interests. Vendor qualifications, including demonstrated administrative knowledge, past experience, technical expertise, financial responsibility, and quality of references will be considered, as will be the merits of proposed products, deliverables, project plans, and service methodologies. Proposed work schedules will be evaluated separately, with project milestones completed sooner weighed more advantageous than those completed later. Interviews may be requested for added detail.

After non-price components are evaluated, the separately sealed pricing information for proposals deemed overall to be advantageous or highly advantageous to the town's interest will be opened. Pricing will then be weighed against the non-pricing details, and reviewing officials will select the overall most advantageous proposal. Said proposal will then be recommended for acceptance by Town Council at their soonest regular meeting. Pending acceptance, the Town Administrator will then negotiate final contract terms.

## **8. COVID-19 Special Considerations**

The Town of Hooksett understands the potential impact the COVID-19 pandemic may have on interested firms. Respondents are asked to be communicative and provide proposals that are realistic and flexible in the face of new or ongoing challenges. Officials will in turn evaluate all proposals in good faith with regards to these impacts, and will be as flexible as is reasonable during the course of the project.

As a reminder, Hooksett's Town Hall is currently closed to the public. Respondents are encouraged to follow [www.hooksett.org](http://www.hooksett.org) and the State of New Hampshire to keep current on regulatory details related to the epidemic. Digital, telephonic, and postal correspondence is encouraged. In the event of changes to regulatory impacts, the town will issue instructional addendums.

## Attachment Item 1

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### *Pricing Sheet*

**Town of Hooksett - Bid Sheet of Unit Prices**

Please list the name of the specific product proposed for each item below. If the proposal utilizes specific identification or serial numbers, please include those as well in the space provided. Minimum technical information for <b>ALL</b> proposed products should be included in the non-price proposal material.			
Item 1:	Item 2:	Item 3:	Item 4:
#:	#:	#:	#:
Item 5:	Item 6:	Item 7:	Item 8:
#:	#:	#:	#:

ITEM	Unit - Description	Quantity	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL (Unit \$ X Est. Quant)
1	Each - 50HPS Cobra Fixture furnishing and installation	257	_____ _____ _____ Dollars and Cents	_____	_____
2	Each - 70HPS Cobra Fixture furnishing and installation	56	_____ _____ _____ Dollars and cents	_____	_____
3	Each - 100HPS Cobra Fixture furnishing and installation	28	_____ _____ _____ Dollars and cents	_____	_____
4	Each - 150HPS Cobra Fixture furnishing and installation	17	_____ _____ _____ Dollars and cents	_____	_____
5	Each - 250HPS Cobra Fixture furnishing and installation	12	_____ _____ _____ Dollars and cents	_____	_____
6	Each - 175MH Cobra furnishing and installation	15	_____ _____ _____ Dollars and cents	_____	_____
7	Each - 250MH FLOOD Fixture furnishing and installation	7	_____ _____ _____ Dollars and cents	_____	_____
8	Each - 100MH Cobra Fixture furnishing and installation	16	_____ _____ _____ Dollars and cents	_____	_____
9	L.S. Construction Contingency Allowance (as ordered by Town)	1	Six Thousand Five Hundred ----- -----Dollars and cents	\$6,500	\$6,500
			<b>Total Bid Amount (written in words)</b>		

Submitted by (Signed): \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name / Job title: \_\_\_\_\_  
 E-mail / Phone Number: \_\_\_\_\_

**Bidder Notes:** Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur. All work included in this bid is dependent upon the bid amounts and available funding. Actual quantities and configurations are subject to change and will be based upon actual field measurements taken during construction



## Attachment Item 2

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### *Current Municipal Street Light Summary*

## Municipal Lighting Inventory

MUNICIPAL STREET LIGHTING INVENTORY  
DISTRICT 11 TOWN 30 HOOKSETT (TOWN OF)-EOL 8000958-01  
SUMMARY

NUMBER OF FIXTURES	RATE	SIZE CODE	TYPE	LUMENS	Pricing Sheet Reference
257	82	047	HPS	4,000	<b>Item 1</b>
56	82	048	HPS	5,800	<b>Item 2</b>
28	82	151	HPS	9,500	<b>Item 3</b>
12	82	153	HPS	30,000	<b>Item 5</b>
13	82	161	MTH	8,000	<b>Item 8</b>
3	82	163	MTH	8,000	<b>Item 8</b>
15	82	166	MTH	13,500	<b>Item 6</b>
1	82	170	MTH	20,000	<b>Item 7</b>
2	82	171	MTH	20,000	<b>Item 7</b>
4	82	173	MTH	20,000	<b>Item 7</b>
17	82	188	HPS	16,000	<b>Item 4</b>
Totals	408				

## Attachment Item 3

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### *Sample Contract*

## **TOWN OF HOOKSETT and CONTRACTOR AGREEMENT**

Re: Hooksett Project: 20-05 LED Street Lighting Conversion Project

**THIS CONTRACT AGREEMENT** is made and entered into at **Hooksett, NH** this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020 by and between the Town of Hooksett, NH hereinafter designated TOWN, and \_\_\_\_\_ herein after designated CONTRACTOR, as follows:

**1. SCOPE OF WORK.** CONSULTANT agrees to furnish professional services to prepare preliminary design services, final design services and bidding services necessary for performance of the following portion of the work described in the Contract titled "Bid #20-05 Hooksett LED STREET LIGHTING CONVERSION PROJECT" between TOWN and the CONTRACTOR.

### **2. SPECIAL CONDITIONS:**

**3. SCHEDULING.** Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the agreed upon proposed Schedule, where the first 100 lights will be installed/converted by \_\_\_\_\_ and the entire project will be completed by \_\_\_\_\_. 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.

**4. 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.

**5. PRICE AND PAYMENT.** TOWN shall pay CONTRACTOR for its performance of this Contract in accordance with the proposed scope of work as outlined for the sum of \$\_\_\_\_\_. Progress payments on this Contract will be made once a month, based upon the Contractor's cost to install all products that month. **Completion shall be defined as furnishing all requested services and installation of all LED lights and components before June 30<sup>th</sup>, 2021.** No payments other than on or about the 15th of each month unless expressly provided for here.

**6. 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.

**7. 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 complete the project required under the terms of this Contract, the TOWN may at its election terminate the contract. The CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

**8. INDEMNITY. To the fullest extent of the law,** CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their CONTRACTORS, 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.

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

**10. 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 CONTRACTOR 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.

### **11. INSURANCE AND LICENSE INFO:**

Town of Hooksett – 20-05 LED Street Light Conversion Project

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 to contract agreements. The policy shall include "Continued Products and Completed Coverage" to remain in force for 2 years following completion of the construction.

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

**Umbrella Insurance Coverage** \$1,000,000 Per Occurrence

**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

**Workers Compensation/Employers Liability Insurance**

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Aggregate Limit
Bodily Injury by Disease	\$500,000	Each Employee

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

Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident
Combined Single Limit		

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).

12. **PAYMENT TERMS:** Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10<sup>th</sup> of the following month. Any payments due under this contract shall be subject to TOWN's receipt of all requirements in Paragraphs #'s 5 and 12. 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.

13. **WORK TIME FRAMES:** The CONTRACTOR shall provide a detailed schedule of the proposed work. Construction work to be started by \_\_\_\_\_, 2020 and shall be completed by June 30th, 2021. **Work shall be performed Monday to Friday, 7 am to 4:30 pm only, excluding holidays. Note: work prior to 7:00 am will not be permitted. Weekend work shall not be permitted.**

14. **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: André Garron, Town Administrator Date: \_\_\_\_\_

Town of Hooksett – 20-05 LED Street Light Conversion Project

**Date:** \_\_\_\_\_

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

1. The Consultant 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

2. Additionally, the Consultant 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 Consultant 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. Consultant’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 Consultant 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 Consultant 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 Consultant, 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.

Signed and entered by duly authorized representatives of Town of Hooksett and Contractor as of the date first written.

\_\_\_\_\_

Signature of Town of Hooksett's  
authorized representative

\_\_\_\_\_

Signature of Contractors's  
authorized representative

André Garron

Name (print or type)

\_\_\_\_\_

Name (print or type)

Town Administrator/ (603)-485-8472

Title/Telephone number

END





Town of Hooksett



RFP 20-05 LED Street Light Conversion

Addendum #1

Issued 4/29/2020

This document hereby forms part of the original document marked “20-05 LED Street Light Conversion” that was posted on Thursday, April 22<sup>nd</sup>.

**Change #1**

On page #1, after “**Proposal Deadline:**” Change “**Monday, May 25<sup>th</sup>**” to “**Tuesday, May 26<sup>th</sup>**”

On Page #2 under “**1.1 Key Dates**”, Change “**Monday, May 25<sup>th</sup>**” to **Tuesday, May 26<sup>th</sup>**”

On page #2 under “**1.4 Submission Instructions**” Change “**Monday, May 25<sup>th</sup>**” to “**Tuesday, May 26<sup>th</sup>**”

**Explanation**

The original acceptance deadline on the RFP is an error. May 25<sup>th</sup> is Memorial Day, and in observance of this holiday, Town Offices will be totally closed. **Tuesday, May 26<sup>th</sup> 2020 at 10AM** is the correct deadline. Proposals will be accepted until **10:00AM Eastern Standard Time** on that date and will be opened publically at that time barring emergency. Please refer all questions for submittal to the main project contact.

With respect,  
Nicholas P. Germain, MPA  
Project Coordinator  
Town of Hooksett  
35 Main Street  
Hooksett NH 03106  
603 – 485 – 8472 x1 office  
[ngermain@hooksett.org](mailto:ngermain@hooksett.org)  
[www.hooksett.org](http://www.hooksett.org)



Town of Hooksett



RFP 20-05 LED Street Light Conversion

Addendum #2

Issued 5/08/2020 – Posted 1:00PM

This document hereby forms part of the original document marked “20-05 LED Street Light Conversion Project” that was posted on April 22nd at [www.hooksett.org](http://www.hooksett.org).

**Instructions:** Each numbered item indicates a specific change or clarification issued by the Town of Hooksett in regards to the RFP that may significantly affect competition. The Page and section numbers indicate where an initial inquiry or inquiries were made, and is followed by a generalized version of the question or questions asked that prompted the response. Answers and (if applicable) changes to the RFP are quoted under “**Response:**”

- 
1. **Page 3, Section 3.1, Question for clarification:** “What is the estimated number of public meetings the representative of a winning proposal would have to attend”

**Response:** It is anticipated that a knowledgeable representative of a selected firm will attend **at least** one (1) public meeting of Hooksett’s Town Council. Barring extraordinary circumstances, this would not exceed three (3) separate potential sessions: A kick-off/introductory meeting, a mid-project update, and/or a concluding meeting.

- 
2. **Page 4, Section 3.6.d, Question for clarification:** “How does the town define ‘ancillary supplies’?”

**Response:** The Town considers “Ancillary Supplies” to mean any materials or equipment necessary to replicate the intended lighting conditions of a total street light unit initially installed under this contract. For example, any additional shielding, optics, and controls installed for certain locations that aren’t included under the main fixture’s warranty would be considered ancillary supplies.

- 
3. **Page 5, Section 4, Question for clarification:** “Does the town or utility provider mandate additional specific technical requirements?”

**Response:** Ultimately, as indicated in **Section 3.3**, the utility provider, Eversource, must approve all final products, configurations, and installation procedures. For specificity purposes, change **Section 4** to include the following: “..the town requires all initially proposed fixture types to meet the standards or metrics listed from, **4.1 to 4.3**” to “the town requires all initially proposed fixture types to meet the standards or metrics listed from, **4.1 to 4.4**” and add the following subsection:

**“4.4 Additional Utility Provider Fixture Requirements**

- a. *Photocell must enable automatically turning light on at dusk and off at dawn*
- b. *Photocontrol receptacles shall be wired at 120 volts*
- c. *Must be compatible with existing line voltage, brackets and photoelectric controls, and must require no special tools or training to install and maintain.*
- d. *Fixture assembly must contain highly polished aluminum reflector, internal ballast, adjustable porcelain mogul type socket, slip fitter mounting for 1 1/4-inch through 2-inch-diameter pipe, standard 3 terminal twist-lock type photocontrol receptacle ANSI C136.10-1996 (Roadway Lighting Equipment-Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing), all associated wiring, prewired terminal block, and positive latching mechanism.*
- e. *Fixture must be less than 50 lbs. in weight*
- f. *Leveling pad must be incorporated into fixture housing*
- g. *Wiring diagram and wiring instructions shall be packed in each luminaire.*
- h. *Sufficient spacing shall be provided between the terminal block and the bracket pipe stop for easy field wiring.*

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**4. Section 1.4, Question for clarification: “Does the Town require digital copies of the proposal?”**

**Response:** No. Digital files are NOT a requirement for acceptance. However, as a consideration, the town is allowing technical details related to product options to be submitted as digital files if certain criteria are met. See **Answer for Question 5 in this addendum.**

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**5. Page 8, Section 6.8.b, Question for clarification – “Can our firm use a flash drive or another digital method to transmit technical files and save on paper/mailling costs and reduce potential exposure to COVID-19?”**

**Response:** Change **Section 1.4, Item 1.** From:

“1. Non-pricing information about the products and services requested in line with subsequent sections of this RFP, including the mandatory proposal components found under **Section 6**”

...to

“1. Non-pricing information about the products and services requested in line with subsequent sections of this RFP, including the mandatory proposal components found under **Section 6**

(Optionally) To save resources and reduce exposure to COVID-19, in lieu of hardcopy materials, the technical documents found under Sections 6.8. may be submitted digitally if the following requirements are met:

*Medium for receipt is a USB stick or hard drive*

*Device is in compatible for access by most Windows 10 devices*

*Files are in the .pdf format*

*It is submitted in the SAME sealed final proposal package as other material*

*It is NOT included in the separately sealed required pricing information in item #2*

*Said digital files include NO visible pricing details of any kind; if pricing details naturally appear in the source material they may be redacted or rendered illegible and still accepted as valid digitally"*

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**6. Bid Sheet, Line Item 9, Question for Clarification: "Is there a specific definition for the included contingency?"**

**Response:** The Town of Hooksett mandates this pool for two purposes: 1. Covering unanticipated costs or equipment procurements that might arise throughout the project and are approved by the Town Administrator, or; 2. covering the contractor's costs for procuring traffic control measures. In the case of #1, an example could be discovering a damaged streetlight that prevents normal conversion practices or if the town requires a particular fixture be supported by additional equipment. In the case of #2, this would be for covering police details or certified flaggers. Applicable costs that exceed the included contingency would have to be negotiated and implemented via a change order process versus merely the Town Administrator's written assent.

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**7. Attachment Item #3, Sample Contract, Section 11 Question: "Does the prime bidder need to be a licensed contractor in the State of NH or can just its subcontractors/installation personnel be licensed in NH?"**

**Response:** The primary bidder need not necessarily be a licensed contractor or installation specialist in the State of New Hampshire so long as they comply with normal State and Federal business laws. That said, the professionals actually installing procured equipment must be properly licensed in NH. For specificity, **change Section 5, the first paragraph**, from:

"A typical Standard Contract is attached to this Request for Proposals as Attachment Item 3. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. Specific instructions for accepted pricing formats and insurance are listed below in **5.1 to 5.4.**"

...to

"A typical Standard Contract is attached to this Request for Proposals as Attachment Item 3. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. *Installation professionals should have a NH Medium/High Voltage License, a Masters Electricians License or be working under someone with a Masters Electricians License. In addition, contractors should be knowledgeable of and work in*

*compliance with OSHA 1910.269 the Occupational Safety and Health Standards relating to Electric Power, Generation, Transmission and Distribution. Specific instructions for accepted pricing formats and insurance are listed below in 5.1 to 5.4.”*

Additionally, change the following: **Attachment Item #3, the final paragraph under “Insurance and License Info”** from:

“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).”

...to

*“The CONTRACTOR shall also provide a copy of its Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor), and submit written proof that installation professionals have a NH Medium/High Voltage License, a Masters Electricians License or be working under someone with a Masters Electricians License.”*

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Thank you for your patience! If you’d like to be included in future addendums or updates before the deadline, please contact the Town Administrator or this RFP’s main staff contact.

With respect,

Nick Germain, MPA  
Project Coordinator  
Town of Hooksett  
35 Main Street  
Hooksett NH 03106  
603 – 485 – 8472 office  
603-485-2439 - fax  
ngermain@hooksett.org  
www.hooksett.org

Town of Hooksett



RFP 20-05 LED Street Light Conversions

Addendum #3

Issued 5/15/2020

This document hereby forms part of the original document marked “20-05 LED Street Light Conversion Project” that was posted on April 22nd at [www.hooksett.org](http://www.hooksett.org).

**Instructions:** Each numbered item indicates a specific change or clarification issued by the Town of Hooksett in regards to the RFP that may significantly affect competition. The Page and section numbers indicate where an initial inquiry or inquiries were made, and is followed by a generalized version of the question or questions asked that prompted the response. Answers and (if applicable) changes to the RFP are quoted under “**Response:**”

1. **Section 4, Question for clarification:** “Under Addendum #2, Item #3’s response, some fixture requirements and configurations, such as “...fixture assembly must contain highly polished aluminum reflector, internal ballast, adjustable porcelain mogul type socket.. ” et cetera., may indicate providing non-LED fixture types.”

**Response:** For Section 4.4 provided in Addendum #2, Item #3, please remove the following: “*Fixture assembly must contain highly polished aluminum reflector, internal ballast, and adjustable porcelain mogul type socket.*” Those details can be ignored as they only apply to the utility provider (Eversource) requirements for non-LED fixtures in its Municipal Provided LED Luminaire specifications.

2. **Section 4.1, Question for Clarification:** What does ‘DLC’ mean?”

**Response:** Design Lights Consortium <https://www.designlights.org/>





**Town of Hooksett - Bid Sheet of Unit Prices**

Please list the name of the specific product proposed for each item below. If the proposal utilizes specific identification or serial numbers, please include those as well in the space provided. Minimum technical information for **ALL** proposed products should be included in the non-price proposal material.

Item 1:	Item 2:	Item 3:	Item 4:
#: Affinity S900D-18W-30K-T2-GR	#: Affinity S900D-18W-30K-T2-GR	#: Affinity S901D-50W-30K-T2-GR	#: Affinity S901D-50W-30K-T2-GR
Item 5:	Item 6:	Item 7:	Item 8:
#: Affinity S902D-75W-30K-T2-GR	#: Affinity S901D-50W-30K-T2-GR	#: Affinity P903D-100W-30K-T2-GR	#: Affinity S901D-50W-30K-T2-GR

ITEM	Unit - Description	Quantity	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL (Unit \$ X Est. Quant)
1	Each - 50HPS Cobra Fixture furnishing and installation	257	<u>Two Hundred Forty -Three Dollars and Fifty-Three Cents</u>	\$243.53	\$62,588.30
2	Each - 70HPS Cobra Fixture furnishing and installation	56	<u>Two Hundred Forty -Three Dollars and Fifty-Three Cents</u>	\$243.53	\$13,637.92
3	Each - 100HPS Cobra Fixture furnishing and installation	28	<u>Two Hundred Ninety -Three Dollars and Fifty-Three Cents</u>	\$293.53	\$8,218.96
4	Each - 150HPS Cobra Fixture furnishing and installation	17	<u>Two Hundred Ninety -Three Dollars and Fifty-Three Cents</u>	\$293.53	\$4,990.08
5	Each - 250HPS Cobra Fixture furnishing and installation	12	<u>Three Hundred Seventeen Dollars and Fifty-Three Cents</u>	\$317.53	\$3,810.41
6	Each - 175MH Cobra furnishing and installation	15	<u>Two Hundred Ninety -Three Dollars and Fifty-Three Cents</u>	\$293.53	\$4,403.01
7	Each - 250MH FLOOD Fixture furnishing and installation	7	<u>Four Hundred Fifty -Eight Dollars and Fifty-Three Cents</u>	\$458.53	\$3,209.74
8	Each - 100MH Cobra Fixture furnishing and installation	16	<u>Two Hundred Ninety -Three Dollars and Fifty-Three Cents</u>	\$293.53	\$4,696.55
9	L.S. Construction Contingency Allowance (as ordered by Town)	1	<u>Six Thousand Five Hundred -----</u> <u>-----Dollars and cents</u>	\$6,500	\$6,500
<b>Total Bid Amount (written in words)</b>				<u>One Hundred Twelve Thousand Fifty-Four Dollars and Ninety-Seven Cents</u>	

Submitted by (Signed): Steve K. Lieber Date: 05/26/20  
 Printed name / Job title: Steve Lieber / President  
 E-mail / Phone Number: steve@affinityled.com / 978-378-5338 x 700

\$ 112,054.97

**Bidder Notes:** Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur. All work included in this bid is dependent upon the bid amounts and available funding. Actual quantities and configurations are subject to change and will be based upon actual field measurements taken during construction

Town of Hooksett – 20-05 LED Street Light Conversion Project



# Town Council

## STAFF REPORT



**To:** Town Council  
**Title:** Awarding RFP #20-05 (LED Streetlight Conversion Project) Winner  
**Meeting:** Town Council - 24 Jun 2020  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

### BACKGROUND INFORMATION:

Light-emitting diode technology (LED) has made massive strides over the last twenty years, and has been de facto adopted as the new standard for roadway lighting. Indeed, LEDs have become so desirable, that public programs nationwide (such as NHSaves) have been developed to subsidize conversion by offering rebates for installation. This is in no small part due to the large increase in LED advantages over other lighting methods in efficiency and light quality. Simultaneously, disadvantages - such as higher upfront cost and aesthetic concerns (poor fixture appearance and available light temperature) - have massively decreased.

### Previous Attempt (2018)

In early 2018, the Town put out a request for bids to convert its municipal streetlight inventory from metal halide (MH) and high-pressure sodium (HPS) lamps to the more cost-effective and energy efficient LEDs. Town Council chose to reject all bids due to concerns the town didn't provide enough depth in its technical specifications for bidders to have an even playing field.

### 20-05 LED Street Light Conversion Request for Proposal

To avoid the pitfalls of 2018, staff invested heavily into researching LED technology, the lighting industry, the state of local lighting in Hooksett, and relevant regulatory schema surrounding streetlight electricity rates in NH. Efforts included talking extensively with Eversource representatives and borrowing heavily from the experiences of other NH and New England communities. What staff essentially found was that procuring and converting LEDs likely needed to be much more involved if the town wanted good outcomes. This led to the development of a Request-for-Proposal process (see attached).

The RFP the town put out (#20-05) established much more stringent baseline technical standards, and emphasizes support services: GIS assisted ledger auditing and supporting community lighting design. The latter two issues were weighted as very important for the future of the town given present lighting conditions and increased desire for more integrated community planning.

After slightly over a month of being out, the submission period ended on May 26th. Happily, the town's dramatically increased technical specificity doesn't appear to have limited competition significantly: The Town received **7 qualified proposals** ; with none being rejected based on missing technical requirements.

After an initial study of the proposals' technical components, a review team opened the pricing information of four advantageous proposals: Affinity LED Lighting (\$112,054.97) Circadia & Control Point Associates, Inc (\$548,580), Pine Ridge Technology (\$97,016.00), and Utility Services & Assistance, Inc (\$101,142.00) After

an interview round and a further study period of the proposals, the team chooses to recommend the submission **Affinity LED Lighting of Dover, NH** for acceptance by Town Council

### **Affinity LED**

This proposal submits products it manufactures itself by veterans in New Hampshire, and boasted the most balanced LED street light conversion proposal received. It serviced the most extensive list of NH communities, and is actually the NH DOT's vendor for highway and turnpike lighting statewide. Although they are the second most expensive proposal opened (\$112,054.97), their proposal wasn't far off, and stood out by combining the full package sought by Hooksett: It balances an ideal combination of appropriate products, conscientious installation services, focused ledger auditing, and lighting design support. Proposal itself was clean, efficient and professional, generally fitting ideal initial expectations for a reasonable cost, and seems to critically go further in the vital area of community lighting design support.

### **FINANCIAL IMPACT:**

**Please note that all initially proposed costs and benefits are estimates:** To get exact results, the town would need the current ledger verified, final replacement configurations to be installed agreed upon, and true rebate amounts.

Project Cost: \$112,054.97 (105,554.97+ \$6,500 Contingency) - \$40,450 (Current rebate) = **\$65,105**

Electricity Savings: \$37,748 per year (\$66,755 - current cost per year)

1.72 year estimated simple payback

### **POLICY IMPLICATIONS:**

Although Hooksett is a relative late-comer in LED conversions, officials have been looking into this subject periodically, and have determined now was likely an opportune time to get the maximum benefit of a town-wide conversion to LED streetlights: Rebate incentives may be going up temporarily for procuring the fixtures and the majority of the town's current inventory of street lights is approaching end of life and even beginning to fail. Waiting any longer could mean the town would perhaps lose out on significantly increased NH Saves rebate incentives and have to pay less advantageous electricity rates for the sunk costs Eversource would recoup in lights it prematurely replaces. Members of Council and the Budget Committee have also supported the push for LEDs in 2019 and into 2020.

### **RECOMMENDATION:**

Vote to approve the proposal submitted by Affinity LED Lighting. Town Administrator will then engage Affinity for a Contract. Any final product or configuration decision will be vetted by field auditing and testing.

### **SUGGESTED MOTION:**

"I motion to accept the proposal put forward by Affinity LED Lighting for the amount of \$112,054.97"

### **TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur. The LED Streetlight project is one of Town Council goals to accomplish. Seven proposals were submitted and reviewed by the review team. The review team narrowed the field of proposal down to the top three. After interviewing the top three vendors, the team thought that Affinity presented the best proposal that met all of the requirements of the RFP. Affinity cost is higher than the other two top candidates, but Affinity submitted a proposal that met all of the RFP requirements.

**ATTACHMENTS:**

[20-05 led streetlight conversion](#)

[20-05 LED Streetlight Conversion Addendum #1 - Proposal Deadline Correction](#)

[20-05 LED Streetlight Conversion Addendum #2 - Responses to Questions](#)

[20-05 LED Streetlight Conversion Addendum #3](#)

[Affinity LED Bid Sheet of Unit Prices](#)

Town of Hooksett



**REQUEST FOR PROPOSALS #20-05: LED Streetlight CONVERSION PROJECT**

Date Posted: April 22<sup>nd</sup>

Proposal Deadline: **Monday, May 25<sup>th</sup> at 10:00AM**

*Main Staff Contact:*

Nick Germain, Project Coordinator  
ngerman@hooksett.org – 603-485-8472 Ext. 1

*Inquiry / Proposal Package Submissions Address:*

Hooksett Town Offices  
Administration Department  
35 MAIN STREET  
HOOKSETT, NH 03106

It is the town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator, André Garron (agarron@hooksett.org), in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits awarding this project to one source

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.

## 1. General Information and Submission Process

### 1.1 Key Dates

*Proposal Deadline and Opening:* **Monday, May 25th 2020, at 10:00AM**

*Anticipated Project Award:* **Within 40 days of deadline.**

*First 100 Streetlights installed by date:* **TBD**

*Project fully completed by:* **June 30th, 2021**

### 1.2 Obtaining RFP Documents

The Town of Hooksett's primary outlet for distributing documentation for this RFP is the bids and RFPs page on its website: [www.hooksett.org](http://www.hooksett.org). Essential documents can also be received in hardcopy from the Administration Department upon receipt of printing (.50 per page) and mailing (TBD) costs.

### 1.3 Inquiries

Technical or administrative questions should be directed to this RFP's main contact listed on the cover page. Highly specific e-mailed or typed questions are strongly preferred, and should reference the section the respondent wants clarified. Responses that are deemed reasonably able to affect competitiveness for this RFP will be released as addenda. Please check the Town web site at <https://www.hooksett.org/bidsrfps> to read any additional documentation prior to final submission.

### 1.4 Submission Instructions

Sealed hardcopy proposal packages, plainly marked "*RFP #20-05 LED Streetlight Conversion Project*" must be mailed or submitted by hand to Administration Department staff at the same address before the proposal deadline at **10:00AM on Monday May 25th. Until COVID-19 related restrictions are lifted, town offices are closed to the public, therefore calling ahead is required for drop offs by hand.** Each package **must** include five (5) copies of the following two (2) items:

1. Non-pricing information about the products and services requested in line with subsequent sections of this RFP, including the mandatory proposal components found under **Section 6**.
2. Completed bid sheet(s) (see **Attachment Item #1**) of proposed unit prices **sealed separately** and clearly marked "**Pricing.**" All entries and signatures on each bid sheet must be typed or written in ink; pencil will render a submission disqualifying.

## 2. Background

Situated in south-central New Hampshire's Merrimack County, the Town of Hooksett was established in 1822 and is home to approximately 14,528 residents. As of 2018, the town possesses 137 centerline miles of various roadway types illuminated by approximately 408 high-pressure sodium or metal halide street lights. Electricity service for fixtures is provided through Eversource. Community lighting has increased overtime due to impressive residential, industrial, and commercial growth, and town staff on occasion receive requests to add, remove, or adjust street lighting conditions in various parts of town. The town utilizes a public web portal GIS system powered by ESRI-GIS to help support Assessing and

Community Development efforts. Although the utility provider has a ledger of Hooksett's municipal street lights and their general locations, the town does not possess a detailed map or map layer.

### **2.1 Purpose**

Similar to other municipalities, Hooksett considers conversion to alternate street lighting sources an easy way to save money, lower electricity consumption, and improve lightning conditions. In accordance with that will, it's been determined that replacing existing fixtures with LED equivalents is a simple and cost-effective option to pursue. The town is utilizing this RFP process due to the myriad of complex and diverse procurement options available, as well to find a qualified vendor that demonstrates essential knowhow and responsiveness.

### **2.2. Desired Outcomes for this Project**

- Conduct a GIS-supported audit of the Town's existing street light ledger
- Replace 408 HPS and Metal Halide streetlights with LED equivalents that provide industry-comparable lighting performance at superior efficiency
- Generate a new GIS-verified municipal street lighting inventory
- Support addition or removal of streetlights to cut costs or improve lighting conditions

## **3. Scope of Work**

The Town of Hooksett requests proposals for turnkey services relating to auditing its existing municipal street light inventory and procuring and installing LED streetlight replacement equivalents. These services shall include, but are not necessarily limited to:

### **3.1 Project Management**

- a Assuming end-to-end overall project responsibility, including oversight of subcontractors
- b Working with the Town Administrator or their designee(s) on various project components
- c Communicating with the utility provider to meet standards and ensuring asset reconciliation
- d Coordinating, if necessary, with state personnel or officials from bordering municipalities
- e Developing a project plan and expectations
- f Measuring reliability for installed equipment and providing data-supported progress reports
- g Fulfilling necessary paperwork to obtain all available rebates and savings programs
- h Presenting project details at public meetings for major milestones

### **3.2 Streetlight Inventory Audit and GIS Services**

- a Conducting a field-verified examination of the utility provider's ledger of the town's streetlights
- b Creating a new streetlight inventory list that may include attribute data such as pole height, pole condition, and road width
- c Simultaneously utilizing field-based GIS technology to geo-locate every municipally administered streetlight in town and tying it to ESRI GIS compatible maps or layers
- d Noting differences between the utility provider's streetlight ledger and the field / GIS verified inventory
- e Utilizing GIS mapping to track what LED types and configurations are to be installed where



### 3.3 Utility Provider Interface

- a Reconcile any differences between field-verified/audited inventory and utility provider's ledger
- b Obtain utility provider's approval of selected equipment, personnel conducting installations, and installation procedures.
- c Coordinate weekly reports to update the utility provider on ledger conversion and ensure converted equipment is switched from current EOL billed rate to new LED tariff
- d Facilitate all necessary aspects of rebate approval with utility and municipal liaisons

### 3.4 Lightning Layout

- a Ensuring illumination meet established utility provider's and NHDOT Roadway Lightning Design manual recommended illumination standards
- b Determine appropriate optics (and shielding as needed) based on asset attributes
- c Providing recommendations for the town's specific lighting needs such as alternate fixtures and the removal or addition of streetlights to improve lighting conditions or save money in a new LED-lit environment

### 3.5 Installation

- a Providing a detailed installation plan, including personnel, equipment, and standard operating procedures
- b Ensure all installing personnel have requisite licenses and certifications
- c Testing all equipment in the field to determine it meets advertised performance metrics
- d Work with local officials to confirm installation routing/safety and facilitate notifying the public of work schedules
- e Ensuring all aspects of installation conform to municipal traffic safety requirements
- f Provide "as-built" record documents of installed LED luminaires, including all applicable warranties, digital GIS data shape files, service, maintenance/operations manuals, and similar information
- g Manage on-going waste & recycling of field supplied and legacy equipment by following industry best practices, municipal, state, and federal laws, and utility provider regulations, with an eye on maximizing potential recycling and the safe and legal disposal of hazardous materials

### 3.6 Procurement & Resupply

- a Proposing and consenting to procure equipment types meeting the minimum requirements listed under "**4. Lighting Equipment Requirements**" unless alternatives are authorized by the Town Administrator via written order
- b Accumulating and organizing all necessary data relevant to equipment procured by the town, and facilitating the organized storage of items such as warranty information
- c Utilizing NHSaves LED rebate program to maximize the town's access to cost savings
- d Guaranteeing access to replacement installed equipment and ancillary supplies throughout all applicable warranty periods
- e Facilitating procurement of equipment in the case of installations of new municipal street lights

#### **4. Lighting Equipment Requirements**

The Town of Hooksett currently maintains a streetlight inventory as listed under **Attachment Item 2**. The Town's overall intent is to replace each fixture class with LED equivalents that the industry defines as providing comparable lighting performance. While the results of the requested street light audit may affect precise quantities and configurations, the town requires all initially proposed fixture types to meet the standards or metrics listed from, **4.1 to 4.3**.

##### **4.1 General Requirements:**

- a. 10 year warranty to replace defective fixtures.
- b. 1 Year warranty to include installation cost, to replace any defective fixture
- c. DLC qualified (must provide proof of certification)
- d. Smart Controls capable or upgradeable
- e. Minimum IP65 rated, suitable for wet locations
- f. 3G vibration testing (ANSI C136.31-2001).
- g. 10KV surge suppression test (ANS C62.41.2).
- h. Salty fog test (ASTMB117)
- i. B.U.G. ratings where u=0 (zero up lighting).
- j. System wattage labels on each fixture in compliance with ANSI-C136.15-2018 Luminaire Field Identification Requirements and Eversource Requirements
- k. Date of manufacture clearly labeled on each fixture
- l. 3,000 Kelvin Temperature

##### **4.2 Tested Performance**

- a. Minimum lumen (lm) output: 2500LM for existing 50HPS replacement, representing the majority of existing lighting
- b. Minimum efficacy: Is greater than or equal to 100 lm/watt
- c. Minimum color rendering index (CRI): Greater than or equal to CRI 70

##### **4.3 Components and Construction**

- a. Industry leading LED package components
- b. Industry leading driver, door mounted (isolated from fixture)
- c. Die-cast aluminum housing & door (no plastic or polymer housing or door components – powder coated standard gray finish)
- d. Door hinge mechanically fixed/bolted to housing
- e. Mechanically locked/secured or latch tool-less entry

#### **5. Contract Requirements**

A typical Standard Contract is attached to this Request for Proposals as **Attachment Item 3**. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. Specific instructions for accepted pricing formats and insurance are listed below in **5.1 to 5.4**.

### 5.1 Pricing

Proposed fees must be firm for Town acceptance until at least July 30<sup>th</sup> 2021. Pricing must be inclusive, clear, and concise, including such other information as requested or required. The pricing to be listed on the Bid Sheets for each unit **MUST** include the firm's estimated charge for the costs of baseline services sought by the town related to the installation of 408 LED Street Light Equivalents. This should include delivery/procurement fees, guaranteeing warranty terms, installation/construction/traffic control costs beyond the included contingency amount, and those associated with GIS-supported field auditing. Alternative or additional services or equipment types may be renegotiated and implemented through a change order approved by the Town Administrator.

### 5.2 Traffic Control Requirements

Respondent will be responsible for providing temporary traffic control measures and equipment. The construction contingency stipulated on the bid sheet may be used for compliance with traffic control costs. Methods and application should meet all state regulations, and will be coordinated with the Hooksett Police Department. It is anticipated that Uniformed Officers will be mandatory during the most dynamic traffic conditions, amounting to conversion of an estimated 85 total lights throughout following locations: *Rte 3, Rte 3A/West River Road, Rte 27/Whitehall Road, Rte 28 Bypass/Londonderry Turnpike, Rte 28/Mammoth Rd.* Actual conditions may require uniformed officers at other locations, otherwise certified flaggers may be used. The Hooksett Police Department's detail rate is currently \$72.00 an hour with a \$20.00 an hour cruiser fee.

### 5.3 Staffing

Installation procedures must all be conducted during daytime hours between 7:00AM and 4:30PM.

### 5.4 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 following standard insurance shall be required:

#### **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

#### **Workers Compensation/Employers Liability Insurance**

Bodily Injury by Accident Each Accident	
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(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

## 6. Mandatory Proposal Components

Proposal packages should be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of this request for proposals. Outside of pricing, the town doesn’t mandate precise form for most requested information, but at a minimum, the following items must be addressed in a proposal package:

- 6.1 A brief introductory statement signed by an authoritative officer able to commit the firm to perform all requested services. If multiple distinct entities are involved in the proposal, their involvement should be briefly described and be similarly signed by authorized officers. At a minimum, this statement should include:
  - a. Succinct history of the firm that includes number of years in service
  - b. Acknowledgement that the main respondent is willing and capable to provide all proposed equipment and described services, as well as adhere to mandatory contract award requirements and addendum instructions
  - c. Summary of technical / administrative capabilities relevant to completing the described project
- 6.2 A simple listing of the firm’s ownership structure, location of home offices, and mailing addresses for relevant branch offices and any participating entities.
- 6.3 Organizational chart or listing for the team to directly manage and execute the contract, including the contact information (phone, e-mail, and business mailing address) for each team member
- 6.4 Resumes or listing of qualifications for key personnel.
- 6.5 List of at least 3 comparable projects completed by the proposing entity that includes contact information (e-mail and phone) for referrals.
- 6.6 Statement of financial performance, including answering the following: Has the company been in bankruptcy, reorganization, or receivership in the last five years? If so, please explain under what circumstances this occurred.
- 6.7 Firm’s proposed approach to managing the project and delivering requested services, specifically:
  - a. Methodology for conducting the desired audit
  - b. Methodology for procurement of proposed equipment
  - c. Methodology for installation of proposed equipment (including an example or tentatively proposed project plan that features a clear, realistic project start and finish date).
  - d. What the firm is capable of with regards to GIS supported installation / auditing.
  - e. Proposed method for handling NHSaves product rebates and other potential incentives.
- 6.8 Proposed LED equivalents to replace streetlight classes listed within the town’s current ledger (Attachment Item 2). Should include:

- a. A simple listing of LED products proposed to replace each existing HPS or MH fixture type
  - b. Technical information for each LED proposed that lists, at a minimum, warranty terms and all the standards and tested performance categories corresponding to those listed in **Section 4.**
  - c. Technical details about ancillary equipment such as shielding or comparable alternative housing.
- 6.9** Any additional information or deliverables that fall under the scope of this proposal that the firm feels would help make a determination. For example, estimated simple payback time and rebate incentive totals. If the firm proposes an additional, complimentary service believed to extend beyond the scope of services here, it should be listed here and clearly identified as such..
- 6.10** Completed bid sheet(s) for the proposed equipment types. These copies **MUST** be sealed separately from non-price (technical) components and labeled "Pricing". The respondent **MAY** propose as many as 2 additional LED types for each class listed on the bid sheet with different specifications or styles so long as they meet the minimum requirements listed under **Section 4.** Alternatives should be listed on separate completed bid sheets and have their technical details listed in the same manner as in component 6.8. The contingency amount should be considered a **single, static figure** for whatever option is ultimately accepted.

## **7. Criteria for Reviewing Proposals and Award Process**

A team of reviewing officials will first read over all non-price (technical) proposal components received, and evaluate each based on how advantageous they are to the town's interests. Vendor qualifications, including demonstrated administrative knowledge, past experience, technical expertise, financial responsibility, and quality of references will be considered, as will be the merits of proposed products, deliverables, project plans, and service methodologies. Proposed work schedules will be evaluated separately, with project milestones completed sooner weighed more advantageous than those completed later. Interviews may be requested for added detail.

After non-price components are evaluated, the separately sealed pricing information for proposals deemed overall to be advantageous or highly advantageous to the town's interest will be opened. Pricing will then be weighed against the non-pricing details, and reviewing officials will select the overall most advantageous proposal. Said proposal will then be recommended for acceptance by Town Council at their soonest regular meeting. Pending acceptance, the Town Administrator will then negotiate final contract terms.

## **8. COVID-19 Special Considerations**

The Town of Hooksett understands the potential impact the COVID-19 pandemic may have on interested firms. Respondents are asked to be communicative and provide proposals that are realistic and flexible in the face of new or ongoing challenges. Officials will in turn evaluate all proposals in good faith with regards to these impacts, and will be as flexible as is reasonable during the course of the project.

As a reminder, Hooksett's Town Hall is currently closed to the public. Respondents are encouraged to follow [www.hooksett.org](http://www.hooksett.org) and the State of New Hampshire to keep current on regulatory details related to the epidemic. Digital, telephonic, and postal correspondence is encouraged. In the event of changes to regulatory impacts, the town will issue instructional addendums.

## Attachment Item 1

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### *Pricing Sheet*

**Town of Hooksett - Bid Sheet of Unit Prices**

Please list the name of the specific product proposed for each item below. If the proposal utilizes specific identification or serial numbers, please include those as well in the space provided. Minimum technical information for <b>ALL</b> proposed products should be included in the non-price proposal material.			
Item 1:	Item 2:	Item 3:	Item 4:
#:	#:	#:	#:
Item 5:	Item 6:	Item 7:	Item 8:
#:	#:	#:	#:

ITEM	Unit - Description	Quantity	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL (Unit \$ X Est. Quant)
1	Each - 50HPS Cobra Fixture furnishing and installation	257	_____ _____ _____ Dollars and Cents	_____	_____
2	Each - 70HPS Cobra Fixture furnishing and installation	56	_____ _____ _____ Dollars and cents	_____	_____
3	Each - 100HPS Cobra Fixture furnishing and installation	28	_____ _____ _____ Dollars and cents	_____	_____
4	Each - 150HPS Cobra Fixture furnishing and installation	17	_____ _____ _____ Dollars and cents	_____	_____
5	Each - 250HPS Cobra Fixture furnishing and installation	12	_____ _____ _____ Dollars and cents	_____	_____
6	Each - 175MH Cobra furnishing and installation	15	_____ _____ _____ Dollars and cents	_____	_____
7	Each - 250MH FLOOD Fixture furnishing and installation	7	_____ _____ _____ Dollars and cents	_____	_____
8	Each - 100MH Cobra Fixture furnishing and installation	16	_____ _____ _____ Dollars and cents	_____	_____
9	L.S. Construction Contingency Allowance (as ordered by Town)	1	Six Thousand Five Hundred ----- -----Dollars and cents	\$6,500	\$6,500
			<b>Total Bid Amount (written in words)</b>		

Submitted by (Signed): \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name / Job title: \_\_\_\_\_  
 E-mail / Phone Number: \_\_\_\_\_

**Bidder Notes:** Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur. All work included in this bid is dependent upon the bid amounts and available funding. Actual quantities and configurations are subject to change and will be based upon actual field measurements taken during construction

## Attachment Item 2

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### *Current Municipal Street Light Summary*



## Municipal Lighting Inventory

MUNICIPAL STREET LIGHTING INVENTORY  
DISTRICT 11 TOWN 30 HOOKSETT (TOWN OF)-EOL 8000958-01  
SUMMARY

NUMBER OF FIXTURES	RATE	SIZE CODE	TYPE	LUMENS	Pricing Sheet Reference
257	82	047	HPS	4,000	<b>Item 1</b>
56	82	048	HPS	5,800	<b>Item 2</b>
28	82	151	HPS	9,500	<b>Item 3</b>
12	82	153	HPS	30,000	<b>Item 5</b>
13	82	161	MTH	8,000	<b>Item 8</b>
3	82	163	MTH	8,000	<b>Item 8</b>
15	82	166	MTH	13,500	<b>Item 6</b>
1	82	170	MTH	20,000	<b>Item 7</b>
2	82	171	MTH	20,000	<b>Item 7</b>
4	82	173	MTH	20,000	<b>Item 7</b>
17	82	188	HPS	16,000	<b>Item 4</b>
Totals	408				

## Attachment Item 3

---

### *Sample Contract*

## **TOWN OF HOOKSETT and CONTRACTOR AGREEMENT**

Re: Hooksett Project: 20-05 LED Street Lighting Conversion Project

**THIS CONTRACT AGREEMENT** is made and entered into at **Hooksett, NH** this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020 by and between the Town of Hooksett, NH hereinafter designated TOWN, and \_\_\_\_\_ herein after designated CONTRACTOR, as follows:

**1. SCOPE OF WORK.** CONSULTANT agrees to furnish professional services to prepare preliminary design services, final design services and bidding services necessary for performance of the following portion of the work described in the Contract titled "Bid #20-05 Hooksett LED STREET LIGHTING CONVERSION PROJECT" between TOWN and the CONTRACTOR.

### **2. SPECIAL CONDITIONS:**

**3. SCHEDULING.** Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the agreed upon proposed Schedule, where the first 100 lights will be installed/converted by \_\_\_\_\_ and the entire project will be completed by \_\_\_\_\_. 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.

**4. 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.

**5. PRICE AND PAYMENT.** TOWN shall pay CONTRACTOR for its performance of this Contract in accordance with the proposed scope of work as outlined for the sum of \$\_\_\_\_\_. Progress payments on this Contract will be made once a month, based upon the Contractor's cost to install all products that month. **Completion shall be defined as furnishing all requested services and installation of all LED lights and components before June 30<sup>th</sup>, 2021.** No payments other than on or about the 15th of each month unless expressly provided for here.

**6. 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.

**7. 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 complete the project required under the terms of this Contract, the TOWN may at its election terminate the contract. The CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

**8. INDEMNITY. To the fullest extent of the law,** CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their CONTRACTORS, 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.

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

**10. 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 CONTRACTOR 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.

### **11. INSURANCE AND LICENSE INFO:**

Town of Hooksett – 20-05 LED Street Light Conversion Project

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 to contract agreements. The policy shall include "Continued Products and Completed Coverage" to remain in force for 2 years following completion of the construction.

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

**Umbrella Insurance Coverage** \$1,000,000 Per Occurrence

**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

**Workers Compensation/Employers Liability Insurance**

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Aggregate Limit
Bodily Injury by Disease	\$500,000	Each Employee

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

Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident
Combined Single Limit		

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).

12. **PAYMENT TERMS:** Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10<sup>th</sup> of the following month. Any payments due under this contract shall be subject to TOWN's receipt of all requirements in Paragraphs #'s 5 and 12. 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.

13. **WORK TIME FRAMES:** The CONTRACTOR shall provide a detailed schedule of the proposed work. Construction work to be started by \_\_\_\_\_, 2020 and shall be completed by June 30th, 2021. **Work shall be performed Monday to Friday, 7 am to 4:30 pm only, excluding holidays. Note: work prior to 7:00 am will not be permitted. Weekend work shall not be permitted.**

14. **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: André Garron, Town Administrator Date: \_\_\_\_\_

Town of Hooksett – 20-05 LED Street Light Conversion Project

**Date:** \_\_\_\_\_

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

1. The Consultant 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
---	--------------

**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 Consultant 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 Consultant 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. Consultant’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 Consultant 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 Consultant 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 Consultant, 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.

Signed and entered by duly authorized representatives of Town of Hooksett and Contractor as of the date first written.

\_\_\_\_\_

Signature of Town of Hooksett's  
authorized representative

\_\_\_\_\_

Signature of Contractors's  
authorized representative

André Garron

Name (print or type)

\_\_\_\_\_

Name (print or type)

Town Administrator/ (603)-485-8472

Title/Telephone number

END

Town of Hooksett



RFP 20-05 LED Street Light Conversion

Addendum #1

Issued 4/29/2020

This document hereby forms part of the original document marked “20-05 LED Street Light Conversion” that was posted on Thursday, April 22<sup>nd</sup>.

**Change #1**

On page #1, after “**Proposal Deadline:**” Change “**Monday, May 25<sup>th</sup>**” to “**Tuesday, May 26<sup>th</sup>**”

On Page #2 under “**1.1 Key Dates**”, Change “**Monday, May 25<sup>th</sup>**” to **Tuesday, May 26<sup>th</sup>**”

On page #2 under “**1.4 Submission Instructions**” Change “**Monday, May 25<sup>th</sup>**” to “**Tuesday, May 26<sup>th</sup>**”

**Explanation**

The original acceptance deadline on the RFP is an error. May 25<sup>th</sup> is Memorial Day, and in observance of this holiday, Town Offices will be totally closed. **Tuesday, May 26<sup>th</sup> 2020 at 10AM** is the correct deadline. Proposals will be accepted until **10:00AM Eastern Standard Time** on that date and will be opened publically at that time barring emergency. Please refer all questions for submittal to the main project contact.

With respect,  
Nicholas P. Germain, MPA  
Project Coordinator  
Town of Hooksett  
35 Main Street  
Hooksett NH 03106  
603 – 485 – 8472 x1 office  
[ngermain@hooksett.org](mailto:ngermain@hooksett.org)  
[www.hooksett.org](http://www.hooksett.org)

Town of Hooksett



RFP 20-05 LED Street Light Conversion

Addendum #2

Issued 5/08/2020 – Posted 1:00PM

This document hereby forms part of the original document marked “20-05 LED Street Light Conversion Project” that was posted on April 22nd at [www.hooksett.org](http://www.hooksett.org).

**Instructions:** Each numbered item indicates a specific change or clarification issued by the Town of Hooksett in regards to the RFP that may significantly affect competition. The Page and section numbers indicate where an initial inquiry or inquiries were made, and is followed by a generalized version of the question or questions asked that prompted the response. Answers and (if applicable) changes to the RFP are quoted under “**Response:**”

- 
1. **Page 3, Section 3.1, Question for clarification:** “What is the estimated number of public meetings the representative of a winning proposal would have to attend”

**Response:** It is anticipated that a knowledgeable representative of a selected firm will attend **at least** one (1) public meeting of Hooksett’s Town Council. Barring extraordinary circumstances, this would not exceed three (3) separate potential sessions: A kick-off/introductory meeting, a mid-project update, and/or a concluding meeting.

- 
2. **Page 4, Section 3.6.d, Question for clarification:** “How does the town define ‘ancillary supplies’?”

**Response:** The Town considers “**Ancillary Supplies**” to mean any materials or equipment necessary to replicate the intended lighting conditions of a total street light unit initially installed under this contract. For example, any additional shielding, optics, and controls installed for certain locations that aren’t included under the main fixture’s warranty would be considered ancillary supplies.

- 
3. **Page 5, Section 4, Question for clarification:** “Does the town or utility provider mandate additional specific technical requirements?”



**Response:** Ultimately, as indicated in **Section 3.3**, the utility provider, Eversource, must approve all final products, configurations, and installation procedures. For specificity purposes, change **Section 4** to include the following: “..the town requires all initially proposed fixture types to meet the standards or metrics listed from, **4.1 to 4.3**” to “the town requires all initially proposed fixture types to meet the standards or metrics listed from, **4.1 to 4.4**” and add the following subsection:

**“4.4 Additional Utility Provider Fixture Requirements**

- a. *Photocell must enable automatically turning light on at dusk and off at dawn*
- b. *Photocontrol receptacles shall be wired at 120 volts*
- c. *Must be compatible with existing line voltage, brackets and photoelectric controls, and must require no special tools or training to install and maintain.*
- d. *Fixture assembly must contain highly polished aluminum reflector, internal ballast, adjustable porcelain mogul type socket, slip fitter mounting for 1 1/4-inch through 2-inch-diameter pipe, standard 3 terminal twist-lock type photocontrol receptacle ANSI C136.10-1996 (Roadway Lighting Equipment-Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing), all associated wiring, prewired terminal block, and positive latching mechanism.*
- e. *Fixture must be less than 50 lbs. in weight*
- f. *Leveling pad must be incorporated into fixture housing*
- g. *Wiring diagram and wiring instructions shall be packed in each luminaire.*
- h. *Sufficient spacing shall be provided between the terminal block and the bracket pipe stop for easy field wiring.*

---

**4. Section 1.4, Question for clarification: “Does the Town require digital copies of the proposal?”**

**Response:** No. Digital files are NOT a requirement for acceptance. However, as a consideration, the town is allowing technical details related to product options to be submitted as digital files if certain criteria are met. See **Answer for Question 5 in this addendum.**

---

**5. Page 8, Section 6.8.b, Question for clarification – “Can our firm use a flash drive or another digital method to transmit technical files and save on paper/mailling costs and reduce potential exposure to COVID-19?”**

**Response:** Change **Section 1.4, Item 1.** From:

“1. Non-pricing information about the products and services requested in line with subsequent sections of this RFP, including the mandatory proposal components found under **Section 6**”

...to

“1. Non-pricing information about the products and services requested in line with subsequent sections of this RFP, including the mandatory proposal components found under **Section 6**

*(Optionally) To save resources and reduce exposure to COVID-19, in lieu of hardcopy materials, the technical documents found under Sections 6.8. may be submitted digitally if the following requirements are met:*

*Medium for receipt is a USB stick or hard drive*

*Device is in compatible for access by most Windows 10 devices*

*Files are in the .pdf format*

*It is submitted in the SAME sealed final proposal package as other material*

*It is NOT included in the separately sealed required pricing information in item #2*

*Said digital files include NO visible pricing details of any kind; if pricing details naturally appear in the source material they may be redacted or rendered illegible and still accepted as valid digitally"*

---

**6. Bid Sheet, Line Item 9, Question for Clarification: "Is there a specific definition for the included contingency?"**

**Response:** The Town of Hooksett mandates this pool for two purposes: 1. Covering unanticipated costs or equipment procurements that might arise throughout the project and are approved by the Town Administrator, or; 2. covering the contractor's costs for procuring traffic control measures. In the case of #1, an example could be discovering a damaged streetlight that prevents normal conversion practices or if the town requires a particular fixture be supported by additional equipment. In the case of #2, this would be for covering police details or certified flaggers. Applicable costs that exceed the included contingency would have to be negotiated and implemented via a change order process versus merely the Town Administrator's written assent.

---

**7. Attachment Item #3, Sample Contract, Section 11 Question: "Does the prime bidder need to be a licensed contractor in the State of NH or can just its subcontractors/installation personnel be licensed in NH?"**

**Response:** The primary bidder need not necessarily be a licensed contractor or installation specialist in the State of New Hampshire so long as they comply with normal State and Federal business laws. That said, the professionals actually installing procured equipment must be properly licensed in NH. For specificity, **change Section 5, the first paragraph**, from:

"A typical Standard Contract is attached to this Request for Proposals as Attachment Item 3. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. Specific instructions for accepted pricing formats and insurance are listed below in **5.1 to 5.4.**"

...to

"A typical Standard Contract is attached to this Request for Proposals as Attachment Item 3. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. *Installation professionals should have a NH Medium/High Voltage License, a Masters Electricians License or be working under someone with a Masters Electricians License. In addition, contractors should be knowledgeable of and work in*

*compliance with OSHA 1910.269 the Occupational Safety and Health Standards relating to Electric Power, Generation, Transmission and Distribution. Specific instructions for accepted pricing formats and insurance are listed below in 5.1 to 5.4.”*

Additionally, change the following: **Attachment Item #3, the final paragraph under “Insurance and License Info”** from:

“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).”

...to

*“The CONTRACTOR shall also provide a copy of its Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor), and submit written proof that installation professionals have a NH Medium/High Voltage License, a Masters Electricians License or be working under someone with a Masters Electricians License.”*

---

Thank you for your patience! If you’d like to be included in future addendums or updates before the deadline, please contact the Town Administrator or this RFP’s main staff contact.

With respect,

Nick Germain, MPA  
Project Coordinator  
Town of Hooksett  
35 Main Street  
Hooksett NH 03106  
603 – 485 – 8472 office  
603-485-2439 - fax  
ngermain@hooksett.org  
www.hooksett.org

Town of Hooksett



RFP 20-05 LED Street Light Conversions

Addendum #3

Issued 5/15/2020

This document hereby forms part of the original document marked “20-05 LED Street Light Conversion Project” that was posted on April 22nd at [www.hooksett.org](http://www.hooksett.org).

**Instructions:** Each numbered item indicates a specific change or clarification issued by the Town of Hooksett in regards to the RFP that may significantly affect competition. The Page and section numbers indicate where an initial inquiry or inquiries were made, and is followed by a generalized version of the question or questions asked that prompted the response. Answers and (if applicable) changes to the RFP are quoted under “**Response:**”

1. **Section 4, Question for clarification:** “Under Addendum #2, Item #3’s response, some fixture requirements and configurations, such as “...fixture assembly must contain highly polished aluminum reflector, internal ballast, adjustable porcelain mogul type socket.. ” et cetera., may indicate providing non-LED fixture types.”

**Response:** For Section 4.4 provided in Addendum #2, Item #3, please remove the following: “*Fixture assembly must contain highly polished aluminum reflector, internal ballast, and adjustable porcelain mogul type socket.*” Those details can be ignored as they only apply to the utility provider (Eversource) requirements for non-LED fixtures in its Municipal Provided LED Luminaire specifications.

2. **Section 4.1, Question for Clarification:** What does ‘DLC’ mean?”

**Response:** Design Lights Consortium <https://www.designlights.org/>

**Town of Hooksett - Bid Sheet of Unit Prices**

Please list the name of the specific product proposed for each item below. If the proposal utilizes specific identification or serial numbers, please include those as well in the space provided. Minimum technical information for **ALL** proposed products should be included in the non-price proposal material.

Item 1:	Item 2:	Item 3:	Item 4:
#: Affinity S900D-18W-30K-T2-GR	#: Affinity S900D-18W-30K-T2-GR	#: Affinity S901D-50W-30K-T2-GR	#: Affinity S901D-50W-30K-T2-GR
Item 5:	Item 6:	Item 7:	Item 8:
#: Affinity S902D-75W-30K-T2-GR	#: Affinity S901D-50W-30K-T2-GR	#: Affinity P903D-100W-30K-T2-GR	#: Affinity S901D-50W-30K-T2-GR

ITEM	Unit - Description	Quantity	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL (Unit \$ X Est. Quant)
1	Each - 50HPS Cobra Fixture furnishing and installation	257	<u>Two Hundred Forty -Three Dollars and Fifty-Three Cents</u>	\$243.53	\$62,588.30
2	Each - 70HPS Cobra Fixture furnishing and installation	56	<u>Two Hundred Forty -Three Dollars and Fifty-Three Cents</u>	\$243.53	\$13,637.92
3	Each - 100HPS Cobra Fixture furnishing and installation	28	<u>Two Hundred Ninety -Three Dollars and Fifty-Three Cents</u>	\$293.53	\$8,218.96
4	Each - 150HPS Cobra Fixture furnishing and installation	17	<u>Two Hundred Ninety -Three Dollars and Fifty-Three Cents</u>	\$293.53	\$4,990.08
5	Each - 250HPS Cobra Fixture furnishing and installation	12	<u>Three Hundred Seventeen Dollars and Fifty-Three Cents</u>	\$317.53	\$3,810.41
6	Each - 175MH Cobra furnishing and installation	15	<u>Two Hundred Ninety -Three Dollars and Fifty-Three Cents</u>	\$293.53	\$4,403.01
7	Each - 250MH FLOOD Fixture furnishing and installation	7	<u>Four Hundred Fifty -Eight Dollars and Fifty-Three Cents</u>	\$458.53	\$3,209.74
8	Each - 100MH Cobra Fixture furnishing and installation	16	<u>Two Hundred Ninety -Three Dollars and Fifty-Three Cents</u>	\$293.53	\$4,696.55
9	L.S. Construction Contingency Allowance (as ordered by Town)	1	<u>Six Thousand Five Hundred -----</u> <u>-----Dollars and cents</u>	\$6,500	\$6,500
<b>Total Bid Amount (written in words)</b>				<u>One Hundred Twelve Thousand Fifty-Four Dollars and Ninety-Seven Cents</u>	

Submitted by (Signed): Steve K. Lieber Date: 05/26/20  
 Printed name / Job title: Steve Lieber / President  
 E-mail / Phone Number: steve@affinityled.com / 978-378-5338 x 700

\$ 112,054.97

**Bidder Notes:** Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur. All work included in this bid is dependent upon the bid amounts and available funding. Actual quantities and configurations are subject to change and will be based upon actual field measurements taken during construction

Town of Hooksett – 20-05 LED Street Light Conversion Project



# 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 - 24 Jun 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 June 24, 2020 and continue discussion/make motion at the Council meeting of June 24, 2020.

**SUGGESTED MOTION:**

No motion needed at the Town Council June 24, 2020 meeting; initiating discussion on subject matter.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Discussion purposes only

**ATTACHMENTS:**

[Volunteers and Interns\\_Jan 2018](#)



# Volunteers and Interns

## PRIMEX<sup>3</sup> 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.

### Primex<sup>3</sup> 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/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 -

## PRIMEX<sup>3</sup> 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.

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

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1

**Town of Hooksett  
Town Council Meeting Minutes  
Wednesday, June 10, 2020**

2

3 The Hooksett Town Council met on Wednesday, June 10, 2020 at 6:00 in the Hooksett Municipal  
4 Building.

5

6

7

**CALL TO ORDER**

8

Chair Sullivan called the meeting of 10 Jun 2020 to order at 6:00 pm.

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This access notice was posted on [www.hooksett.org/town-council](http://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](mailto: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 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 and a Moment of Silence.

Chair Sullivan: In light of the civil unrest and the injustice regarding the death of fellow American George Floyd, and the impact on Hooksett and our pleas for racial harmony and justice for all Americans, I would ask for a moment of silence.

J. Durand: I don't agree with that at all, Mr. Chairman. That man was no saint; he was a fellow American.

Chair Sullivan: The Town Council has received numerous letters from concerned citizens asking what Hooksett can do. I want to read into the record a letter written by Police Chief Janet Bouchard, dated

June 1, 2020 and posted on the Police Department home page. Then, I will make a motion in support of the letter.

As the head of a police agency I feel the need to speak out regarding the murder of George Floyd and the current climate surrounding police officers and the public they are sworn to protect. The treatment that Mr. Floyd received that led to his horrific death is vehemently opposed by all members of the Hooksett Police Department. Acts of prejudice, racism, bigotry and hatred are not tolerated within the Hooksett Police Department. We pride ourselves on professionalism and fairness. It pains us to witness the coward-like acts committed by the former officers in Minneapolis, as well as others in the past. Our officers work hard every day to build relationships and harbor trust with those citizens who live in Hooksett, as well as those passing through. It is frustrating to see corrupt police officers tarnishing the badge that we so honorably wear. We recognize that there are victims behind this corruption, victims who are being killed by individuals who never had the right to wear a badge and be referred to as a police officer. As much as we, members of law enforcement, have the right to be angry, members of the community also have this same right. The proud men and women of the Hooksett Police Department support the right of all minority groups to be angry and discouraged. We support your right to protest peacefully. We invite you to be heard. We will listen to you; we will grieve with you and we will be angry with you. We will respect you, but I ask that you respect us. I simply will not condone fighting violence with violence. This is not the answer. I will stand strong and protect the rights of the public, but I will stand just as strong as I protect my police officers. These men and women have sworn to protect you and they have been trained how to protect you fairly and justly. We have a long-standing transparent and honest relationship with the public. Let's lean on that trust now and support one another. Let's be better than what we've seen. Our mission at the Hooksett Police Department remains strong and steadfast, to serve and protect. We will continue to do so with compassion, fairness and integrity. Tomorrow, members of our department will gather for a group photo as a sign of solidarity, peace and support for victims like George Floyd. Let's pray for peace and justice as well as an end to racism and violence. Thank You  
Chief Janet Bouchard

***Chair Sullivan motioned that the Hooksett Town Council hereby agrees that the letter crafted by Chief Janet Bouchard, dated June 1, 2020, was well-stated (according to Town Administrator Andre Garron) and is the official statement of the Town of Hooksett on the matter of Mr. Floyd and of inequality and injustice, and that we wholeheartedly support the words and the principals of that letter. T. Tsantoulis seconded the motion.***

C. Karolian: As a retired police officer, I was saddened; I was sickened; I literally cried from what I was seeing. I don't want people to paint a broad brush; police officers are not all cut from the same cloth. Change is needed.

J. Levesque: Well-said, Chief Bouchard.

R. Duhaime: Great job, Chief Bouchard.

Chair Sullivan: Spot-on, Chief.

**Roll Call Vote #2**

***R. Duhaime Aye***

***J Durand No response***

101 **C. Jones Aye**  
 102 **J. Levesque Aye**  
 103 **A. Walczyk Aye**  
 104 **A. Comai Aye**  
 105 **C. Karolian Aye**  
 106 **T. Tsantoulis Aye**  
 107 **J. Sullivan Aye**  
 108 ***Voted unanimously in favor (8-0).***

109  
 110 **AGENDA OVERVIEW**

111 Chair Sullivan: Item 7.1 will be moved to the Consent Agenda because it is a donation from Kiwanis.

112  
 113 **SPECIAL RECOGNITION**

114  
 115 **Hooksett Municipal Employee - New Hire**

116 A. Garron: Unfortunately, we have no new employees and one employee leaving. Amanda Nadeau is  
 117 leaving the Parks & Rec Division of Public Works. In her letter of resignation, she said she enjoyed her  
 118 time here. We wish her well.

119  
 120 Chair Sullivan: Thank you for your service, Amanda.

121  
 122 **SCHEDULED APPOINTMENTS**

123  
 124 **Scheduled Appointment with Hooksett Kiwanis Club Regarding 5k Road Race**

125 Mr. Bob Willey (joined by his wife Sue Willey): We would like to try to have our trail race which we have  
 126 held for the past nine years. There is no program yet. We expect to know in a week or so what can or  
 127 cannot be done. We have four options: The first is that all returns to normal and we hold the event as  
 128 usual. Second, we will hold the race but change the design of the course in one place where there is a  
 129 one-mile crossover and runners are apt to be too close together. This would involve 40 runners and 20  
 130 walkers. Our third option is to postpone the event until October 31<sup>st</sup> and have a Halloween theme. The  
 131 last and least desirable option is to cancel the race for this year. We would use a 'wave' start if the race  
 132 is held.

133  
 134  
 135 C. Karolian: What is the cost for Police, Fire and other details?

136  
 137 A. Garron: I don't know the answer to that question. In the past, there has been a line item in the  
 138 amount of \$10,000 for Old Home Day and another in the Administration budget for \$5,000, also for Old  
 139 Home Day.

140  
 141 C. Karolian: We are not sure of our revenues or of the projected loss due to COVID-19.

142  
 143 Chief Bouchard: There is no cost to our department for the race. It is always well-organized and run.

144  
 145 E. Labonte: Our department has no cost for the race either.

146  
 147 Chair Sullivan: Should we address Councilor Karolian's concerns about revenue projections?

148  
 149 T. Tsantoulis: That is important but is off the subject of the 5k race.

150  
 151 C. Karolian: Where does the Old Home Day money go?

152

153 A. Garron: The \$15,000 will be part of the FY 2021 budget, beginning July 1st. Also, I believe there is a  
154 medic needed for the race. Perhaps Chief Burkush can address that.

155  
156 Chief Burkush: Yes, there are two firefighters assigned to the race for six hours each. This comes out of  
157 the regular overtime budget.

158  
159 A. Walczyk: This is a fluid situation. Would the delay until October 31st, which I am inclined to favor,  
160 throw a wrench into the entire system?

161  
162 Sue Kunkel, Kiwanis 5k Race Co-chair: Either date is fine. The delay until October 31st could be done.  
163 The timing company is available for both dates. The October 31st option gives us more time to prepare.

164  
165 **A. Walczyk motioned that the Council approve October 31st for the described event, with the**  
166 **condition that the Town Council may rescind approval within two (2) weeks of the scheduled**  
167 **date as subject to the Governor's Stay at Home proclamation. T. Tsantoulis seconded the**  
168 **motion.**

169  
170 T. Tsantoulis: Kiwanis is a well-known organization here in Hooksett and throughout the country. It is  
171 safe to say that they will change their plans appropriately if required for safety.

172  
173 R. Duhaime: I would note that the Kiwanis Club maintains part of the trail where they run. I also want to  
174 thank them for their donation which is on the Consent Agenda this evening.

175  
176 Chair Sullivan: Councilor Walczyk, do you want to modify your motion to include September 19th as a  
177 possible date for the race?

178  
179 A. Walczyk: I will amend my motion to say September 19th or October 31st.

180  
181 T. Tsantoulis: I will confirm my second to that motion.

182  
183 B. Willey: I like September 19th because the Police will be more available because there will be no Old  
184 Home Day.

185  
186 C. Karolian: Ms. Kunkel, are you more in favor of October 31st?

187  
188 S. Kunkel: Yes, I am. It would allow more time to prepare. However, I am only one member of the  
189 Board. Also, the pandemic will have more time to slow down, and that would mean more participation.

190  
191 **Roll Call Vote #3**

192 **A. Comai Aye**

193 **C. Jones Aye**

194 **A. Walczyk Aye**

195 **J. Durand Aye**

196 **R. Duhaime Aye**

197 **T. Tsantoulis Aye**

198 **J. Levesque Aye**

199 **C. Karolian Aye**

200 **J. Sullivan Aye**

201 **Voted unanimously in favor (9-0).**

202

**Wastewater Treatment Plant Financial Advisor, Guy Beloin - Authority to file SRF application - Asset Management Program (see new business item for details)**

Guy Beloin: The reason I am before the Council is that Sidney Baines, Hooksett Sewer Commission Chairman, is authorized on behalf of the Town to file an application for a loan from NHDES in an amount of up to \$30,000 for the development of an asset management program for the Wastewater Public Facilities. This was approved by the voters on March 10, 2020 at the Town election. This State Revolving Fund loan provides for principal forgiveness. Therefore, there is no impact on the user rate.

***T. Tsantoulis motioned that the Council authorizes Sidney Baines, Chairman of the Hooksett Sewer Commission, on behalf of the Applicant (Town of Hooksett) to file an application for a loan to be made in accordance with the New Hampshire Code of Administrative Rules Chapter Env-Wq 500; that if such loan be made, the Applicant agrees to repay the loan as stipulated in the loan agreement; that Sidney Baines is hereby authorized to furnish such information and to take such other action as may be necessary to enable the Applicant to qualify for the loan; that Sidney Baines is designated as the authorized representative of the Applicant for the purpose of furnishing such information, data and documents pertaining to the Applicant for a loan as may be required, and is otherwise to act as the authorized representative of the Applicant in connection with this application; that certified copies of this resolution be included as part of the application to be submitted for a loan; and that if such loan be made, the Applicant agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction. R. Duhaime seconded the motion.***

**Roll Call Vote #4**

**A. Walczyk   Aye**  
**J. Levesque   Aye**  
**C. Jones       Nay**  
**R. Duhaime    Aye**  
**J. Durand      Aye**  
**C. Karolian    Aye**  
**T. Tsantoulis  Aye**  
**A. Comai       Nay**  
**J. Sullivan     Aye**  
**Voted in favor (7-2).**

**Todd Rainier, Town Clerk - Civil Forfeitures for Unlicensed Dogs (see new business item for details)**

T. Rainier: I come to you every year with a list of unlicensed dogs. The owners of these dogs, per State law, must receive civil forfeiture notices. The law requires that I present this list to you between June 1st and June 20th, and the purpose of the law and the civil forfeitures is to enforce the requirement that all dogs have current vaccinations for rabies. Last year the number of dogs on this list was 407; this year it is 743. Some of these may have died or are no longer in Hooksett, and the owners simply have not notified us.

C. Karolian: I suspect that the large number of unlicensed dogs this year is due, at least partly, to COVID-19. That is, Town Hall has not been accessible, veterinary offices may be closed, and residents may be experiencing financial hardships. I think we should try to give them some leeway. It looks like you have added \$7.00 to the cost. Can you walk us through the procedure and explain how residents can license their dogs without using a credit card on line?

254 T. Rainier: The fee for a spayed or neutered adult dog or a puppy is only \$6.50. A dog which is not  
 255 spayed or neutered is \$9.00. Senior citizens can license their first dog for only \$2.00. Any of these can  
 256 be done on line with a credit card for a small fee. Dog owners have three additional options: They can  
 257 provide a routing number for their checking account, mail in the fee, or drop off the fee at Town Hall.  
 258 The civil forfeiture fee is \$25.00, with an additional \$7.00 for certified mail. This is a public health issue.

259  
 260 J. Levesque: This can easily be done through the mail. Vehicle registrations take a little longer, but both  
 261 can be done without a credit card and without going to Town Hall.

262  
 263 ***T. Tsantoulis motioned for the Council to sign the warrant authorizing the civil forfeiture***  
 264 ***process and assigning the civil forfeiture process to the Town Clerk. J. Levesque seconded the***  
 265 ***motion.***

266  
 267 T. Tsantoulis: People are just lazy. Owning a dog requires responsibility for this.

268  
 269 C. Karolian: Are the vets shut down?

270  
 271 T. Rainier: I cannot waive the civil forfeiture.

272  
 273 R. Duhaime: The one-dollar late fee can be waived, and maybe we could extend the civil forfeiture  
 274 process until July.

275  
 276 C. Jones: The law says "shall," which means "must." The civil forfeiture fee cannot be waived.

277  
 278 T. Rainier: If they can get their payment to me before I start the process tomorrow morning, they can  
 279 avoid the civil forfeiture.

280  
 281 **Roll Call Vote #5**  
 282 ***T. Tsantoulis Aye***  
 283 ***C. Jones Aye***  
 284 ***R. Duhaime Aye***  
 285 ***A. Walczyk Aye***  
 286 ***J. Levesque Aye***  
 287 ***C. Karolian Aye***  
 288 ***J. Durand Aye***  
 289 ***A. Comai Aye***  
 290 ***J. Sullivan Aye***  
 291 ***Voted unanimously in favor (9-0).***

292  
 293 **CONSENT AGENDA**

294  
 295 **Motion to accept the donation of snack bags and gift cards from the Hooksett Kiwanis valued at**  
 296 **approximately \$500.00 to the Town of Hooksett for the Hooksett Fire-Rescue Department per**  
 297 **RSA 31:95-e: II and 31:95-b, III (b)**

298  
 299 ***J. Levesque motioned to approve the Consent Agenda item. R. Duhaime seconded the motion.***

300  
 301 C. Karolian: Have the snack bags and gift cards been distributed?

302  
 303 A. Garron: They have not yet been distributed. We were waiting for this approval.

304



305 **Roll Call Vote #6**

306 **J. Durand Aye**

307 **J. Levesque Aye**

308 **C. Karolian Aye**

309 **A. Comai Aye**

310 **C. Jones Aye**

311 **T. Tsantoulis Aye**

312 **A. Walczyk Aye**

313 **R. Duhaime Aye**

314 **J. Sullivan Aye**

315 **Voted unanimously in favor (9-0).**

316

317 **TOWN ADMINISTRATOR'S REPORT**

318

319  
320 A. Garron: The parents of graduating seniors have asked for permission to place lawn signs  
321 commemorating the seniors on Town land. They have agreed to inform people who have homes which  
322 the signs will be in front of. They will put up and take down the signs. I checked with the Code  
323 Enforcement Officer, who said this is okay.

324

325 ***T. Tsantoulis motioned to allow the parents of graduating seniors to temporarily place signs on***  
326 ***Town land commemorating the graduation of these students, and to require that the signs be***  
327 ***taken down by July 10th. R. Duhaime seconded the motion.***

328

329 **Roll Call Vote #7**

330 **C. Jones Not present**

331 **C. Karolian Aye**

332 **J. Levesque Aye**

333 **R. Duhaime Aye**

334 **A. Walczyk Aye**

335 **J. Durand Aye**

336 **T. Tsantoulis Aye**

337 **A. Comai Aye**

338 **J. Sullivan Aye**

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

340

341 A. Garron: The Stay at Home order has been extended to June 15th. Six of the ten counties in New  
342 Hampshire are open. Those remaining closed include Rockingham, Hillsborough, Merrimack and  
343 Stratford. Day camps can open on June 22nd and overnight camps can open on June 28th. We are  
344 waiting to hear from the Governor regarding the size of groups, which has been limited to ten. Beaches  
345 are open, and I am suggesting that Hooksett open the dog parks and the tennis courts on June 19th,  
346 with social distancing. Shields have been ordered for the Town Clerk/Tax Collector's office, and an  
347 additional door will be installed so that customers can enter through one door and exit through another.  
348 PPE and thermometers will be available, and sanitizing will be done.

349

350 ***R. Duhaime motioned to allow Town tennis courts and dog parks to open on June 19th, with***  
351 ***residents practicing social distancing and a recommendation that masks be worn. T. Tsantoulis***  
352 ***seconded the motion.***

353

354 C. Karolian: Was the Health Officer consulted on this?

355

356 A. Garron: No.

357

358 ***C. Karolian motioned to table this item until the Health Officer is consulted. A. Comai seconded***  
 359 ***the motion.***

360

361 **Roll Call Vote #8**

362 ***J. Levesque Nay***

363 ***R. Duhaime Nay***

364 ***T. Tsantoulis Nay***

365 ***A. Walczyk Nay***

366 ***J. Durand Aye***

367 ***C. Jones Aye***

368 ***A. Comai Nay***

369 ***C. Karolian Aye***

370 ***J. Sullivan Nay***

371 ***Motion failed (3-6).***

372

373 ***Chair Sullivan motioned to amend R. Duhaime's motion, allowing the tennis courts and dog***  
 374 ***parks to open, pending consultation with the Health Officer. J. Levesque seconded the***  
 375 ***amendment.***

376

377 **Roll Call Vote #9**

378 ***J. Durand Aye***

379 ***A Comai Aye***

380 ***C. Jones Aye***

381 ***R. Duhaime Aye***

382 ***C. Karolian Aye***

383 ***A. Walczyk Nay***

384 ***T. Tsantoulis Aye***

385 ***J. Levesque Aye***

386 ***J. Sullivan Aye***

387 ***Voted in favor (8-1).***

388

389 Chair Sullivan called for a roll call vote on the motion as amended.

390

391 **Roll Call Vote #10**

392 ***C. Karolian Aye***

393 ***T. Tsantoulis Aye***

394 ***J. Levesque Aye***

395 ***C. Jones Aye***

396 ***A. Comai Aye***

397 ***J. Durand Aye***

398 ***A. Walczyk Nay***

399 ***R. Duhaime Aye***

400 ***J. Sullivan Aye***

401 ***Voted in favor (8-1).***

402

403 A. Garron: Next I would like to commend Administrative Services Coordinator Donna Fitzpatrick for her  
 404 efforts with the new Fire Union contract. Of the 26 union members, 15 moved to the new insurance

405 offered, while 11 chose to stay with the existing plan. This involved many long discussions, some of  
406 them on weekends, between Ms. Fitzpatrick and the employees.

407  
408 (Town Administrator's Report continues after Public Input.)  
409

410 **PUBLIC INPUT**

411 Todd Rainier, One Veteran's Way: I am speaking as a citizen, and I understand that the Town is  
412 establishing a monument to the old Lilac Bridge. The new bridge is used to a great degree, which is  
413 fantastic. In the area of the proposed monument, there is a lot of traffic at all hours and in all seasons.  
414 As I have reported before, there is garbage all over the place under the bridge where people are  
415 congregating to spray paint and engage in other nefarious activities. This involves Town, State and  
416 Railroad property, and I am concerned about the potential of damage to the monument. My family has  
417 the only home on the street, and I wanted to speak out about this. I appreciate your listening to me.  
418 Thank you.

419  
420 **TOWN ADMINISTRATOR'S REPORT** (continued)

421 J. Levesque: The Conservation Commission spoke to us recently about the trails to Pinnacle, and I  
422 mentioned a family which has been impacted by this. Eileen and Bob Ellis own a home very near one of  
423 the trails. On August 22, 2012, they made an agreement with the Town and a hedgerow was placed.  
424 This is overgrown now, and the family is happy. However, Bob Ellis recently called me, worried that this  
425 is going to be opened up again.

426  
427 A. Garron: I will look into this and report back to the Council.  
428

429 **NOMINATIONS AND APPOINTMENTS**

430 R. Duhaime nominated Timothy Stewart to the ZBA as an alternate member.  
431  
432

433 Chair Sullivan: We will deal with this nomination and several other nominations and appointments at  
434 our next meeting.

435  
436 N. Germain: Some terms are expiring. These expiration dates are listed under the various boards and  
437 committees on the Town website. If anyone knows of someone who needs to be reappointed, please  
438 let us know.  
439

440 **OLD BUSINESS**

441 **Lilac Bridge Memorial – Permission to Place Monument on State Property (tabled at May 27,**  
442 **2020 Town Council Meeting)**

443  
444 **A. Walczyk motioned to remove this item from the table. T. Tsantoulis seconded the motion.**

445  
446  
447 **Roll Call #11**

448 **T. Tsantoulis Aye**

449 **J. Levesque Aye**

450 **J. Durand Aye**

451 **C. Jones Not present**

452 **C. Karolian Aye**

453 **A. Walczyk Aye**

454 **R. Duhaime Aye**

455 **A. Comai Aye**

456 **J. Sullivan Aye**

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

TC MINUTES 06-10-2020

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***R. Duhaime motioned 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 sides of the pedestrian bridge. T. Tsantoulis seconded the motion.***

R. Duhaime: Kids are going there to swim and are parking all over the lawn. We should consider some curbing and traffic control. There are large rocks which could be used to control the parking.

T. Tsantoulis: We should plan for lighting, curbing, signage and cleanup, but we are getting ahead of ourselves. We need to get these first steps done before looking at these items.

C. Karolian: Is there land on the north side of the bridge which is town-owned? Where will the parking be?

Chair Sullivan: There is a cul-de-sac there and people park along the road. However, this discussion is off the topic.

C. Karolian: I call the question.

**Roll Call Vote #12**

***A. Comai Aye***

***A. Walczyk Aye***

***J. Durand Aye***

***C. Karolian Aye***

***J. Levesque Aye***

***T. Tsantoulis Aye***

***R. Duhaime Aye***

***C. Jones Aye***

***J. Sullivan Aye***

***Voted unanimously in favor (9-0).***

**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)**

***C. Karolian motioned to remove this item from the table. A. Walczyk seconded the motion.***

**Roll Call Vote #13**

***C. Karolian Aye***

***A. Comai Aye***

***T. Tsantoulis Nay***

***J. Levesque Aye***

***A. Walczyk Aye***

***R. Duhaime Nay***

***J. Durand Aye***

***C. Jones Nay***

***J. Sullivan Aye***

***Voted in favor (6-3).***

**A. Walczyk motioned to approve COVID-19 HOOKSETT ADMINISTRATIVE ORDER 2020-B Town Council, due to COVID-19 orders, to provide that employees exceeding their threshold of vacation time carryover 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 carryover limit in 2021 (June 30, 2021 for non-union & Public Works union; anniversary date for 2020 Fire-Rescue Union or Police union).**

**2) buy out excess vacation time for 2020 on their respective vacation carryover in 2020 (June 30, 2021 for non-union & Public Works union; anniversary date for 2020 Fire-Rescue Union or Police union).**

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

**Chair Sullivan seconded the motion.**

A. Garron: The cost for the payout has been provided in your packets, as requested. I want to emphasize that this is solely because of COVID-19. Many of you Councilors serving now have served for many years, and I ask if you remember any time comparable to this. I couldn't find anything in the minutes. It is an unprecedented situation. From the middle of March until the present time, some employees have not been able to use their vacation time. Some couldn't travel as they had planned; some were needed in the office, covering for those stay home to care for their children because schools and daycare centers were closed. This has occurred through no fault of their own. This plan also has a time limit. Employees must use this carried over time by June 30th of next year or by their anniversary date, whichever applies. Furthermore, the usual constraints are in order. That is, department head approval is needed for time to be taken.

A. Walczyk: Mr. Garron did a great job explaining this. It is important to give our employees as much flexibility as possible. They have been working hard, maybe too hard.

Chair Sullivan: We have been prudent about this. We have taken our time and looked at the facts. We have not done this lightly.

T. Tsantoulis: I am trying to be compassionate. There have been a lot of changes to deal with. However, I cannot support this because of the financial ramifications. I recognize that our employees and perhaps those in other places have been subjected to difficult times. There have been a lot of changes. What bothers me are the financial ramifications. We would be asking residents to pay for something they aren't necessarily entitled to from their employers, and a lot haven't paid their bills for the Town. They may be worse off than our employees or than I am. I can't feel comfortable doing this, even though this is not the fault of the employees.

C. Karolian: Mr. Garron, your staff report says the total cost for this is \$56,657.01, but it does not include an estimate for the 14 hourly employees at their overtime rate. Our question regarding the total cost for this was not answered. Which department heads have prohibited employees from taking vacations? Where is the documentation for that?

A. Garron: No departments that I know have done that. Some employees had to cancel planned vacations because the airlines and hotels where they were going were shut down.

C. Karolian: I have information to the contrary. In our packet is an email to an attorney, requesting an opinion about employee recourse if prohibited from taking vacation time.

558 A. Garron: That is not from a Hooksett employee.

559

560 C. Karolian: So, no one was prohibited?

561

562 A. Garron: Not to my knowledge, but we can check with the department heads.

563

564 Chief Bouchard: No one was told he or she could not take vacation. One employee canceled a family  
565 trip to Florida.

566

567 Chief Burkush: As you know, I have Emergency Management responsibilities, as does Assistant Chief  
568 Colburn. We felt that we were expected to stay here to protect the people. We felt responsible, and  
569 therefore we were not able to take vacations.

570

571 E. Labonte: I had employees who had travel plans for their vacations. They didn't want to sit at home  
572 and self-isolate.

573

574 C. Karolian: Welcome to the rest of us. Maybe 100% of us are in that position. We are all stuck at  
575 home. We are all in that boat. I couldn't take a vacation.

576

577 Chair Sullivan: I was told that \$56,657.01 was the total cost for this item.

578

579 C. Karolian: I beg to differ with you. Who put this together?

580

581 C. Soucie: Mr. Karolian is right. We can't put an accurate dollar amount on the possible overtime cost. It  
582 may or may not be needed. For example, in the Police Department, sometimes a shift is not covered.

583

584 J. Durand: No one was denied vacation time. We can't keep bending the rules because of COVID-19.

585

586 A. Garron: To answer the question asked, I put this together. I listened to the employees and put this  
587 forward.

588

589 R. Duhaime: I appreciate what the Town Administrator did. We are not able to pull money out of one  
590 location to cover this. It seems to be an additional expense. I can't support this.

591

592 C. Karolian: We are voting on something that is open, monetarily. There is no bottom line. I can't vote  
593 without knowing, and I don't know how anyone else could. I oppose this because of the unknown dollar  
594 amount and on principal. A lot of people are suffering.

595

596 Chair Sullivan: Many good points have been made, and we all vote according to our reasoning and  
597 conscience.

598

599 A. Garron: Thank you for your consideration of this. In March, you allowed employees who needed to  
600 be home with their children to do so without losing vacation time. They appreciated that.

601

602 J. Durand: I think the Town Administrator should not be voting on this because he benefits from the  
603 vote.

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605 A. Garron: I do not have a vote.

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607 J. Durand: You have influence though.

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A. Walczyk: Now is the time to help people if we are asked. If you have an extra mask, you give it to someone going into a grocery store. Vacations are necessary to avoid burnout. We need to support our employees and offer flexibility.

Chair Sullivan called for a roll call vote on the motion to ease the requirements of employee-earned vacation time carryover limits through December 31, 2020.

**Roll Call Vote #14**

**R. Duhaime** *Nay*

**J Durand** *Nay*

**C. Jones** *Nay*

**J. Levesque** *Nay*

**A. Walczyk** *Aye*

**A. Comai** *Aye*

**C. Karolian** *Nay*

**T. Tsantoulis** *Nay*

**J. Sullivan** *Aye*

**Motion failed ((3-6)).**

***A. Walczyk motioned to offer employees the first option only – to carry over excess vacation time for 2020, but then to use that time by their respective vacation time carryover limit in 2021 (June 30, 2021 for non-union & Public Works union; anniversary date for 2020 Fire-Rescue Union or Police union). J. Levesque seconded the motion.***

J. Levesque: Employees can carry over their vacation time and not lose it.

T. Tsantoulis: There are specific ramifications of carry over. If an employee gets a raise, won't they be getting their paid vacation time at a higher rate of pay?

C. Soucie: This would have no effect on salaried employees. They get the same annual salary regardless. For hourly employees, there is no way to estimate, since their vacation time may be unfilled or filled via overtime.

T. Tsantoulis: Is it safe to assume that additional cost is likely for some?

C. Soucie: There is that potential.

C. Karolian: This motion is just trying to circumvent the previous vote. I'm sorry if you had no vacation. I'm sorry that many of us had no vacation. Let's get real. We have three union contracts with language regarding renegotiation. This is an attempt to circumvent opening the contracts. We could be charged with an unfair labor practice. We could be shooting ourselves in the foot.

A. Comai: I don't want to throw away the Town Administrator's hard work. I disagree with both sides, but can understand that employees feel vacation time is owed them.

A. Garron: All three unions agreed with offering these three options.

C. Karolian: How can you approach the unions without opening the contracts? You should not have done that, in my personal opinion.

659 A. Garron: We did not open the contracts. I checked with the unions and verified that this would not  
660 violate the contracts.

661  
662 C. Karolian: I have serious issues with this now.  
663

664 Chair Sullivan: I don't see how anyone can disagree with what I am going to say: Some say you can't  
665 talk to unions at all.  
666

667 C. Karolian: I object to your summarizing what I said.  
668

669 Chair Sullivan: And I object to your saying that we are circumventing anything. If what Councilor  
670 Walczyk motioned was circumventing the previous motion, your motion at the last meeting to stop an  
671 agreement to pay for condominium trash collection was circumventing 20 years of precedent. I call the  
672 question.  
673

674 C. Karolian: Point of order.  
675

676 Chair Sullivan: You are out of order.  
677

678 C. Karolian: You are out of order.  
679

680 Chair Sullivan: Respect is a two-way street, young man. I don't think you understand that you are not  
681 the Council. And don't criticize anyone.  
682

683 C. Karolian: I call the question.  
684

685 Chair Sullivan: Excuse me, I called the question.  
686

687 **Roll Call Vote #15**

688 **A. Comai Aye**  
689 **C. Jones Not present**  
690 **A. Walczyk Aye**  
691 **J. Durand Nay**  
692 **R. Duhaime Nay**  
693 **T. Tsantoulis Nay**  
694 **J. Levesque Aye**  
695 **C. Karolian Nay**  
696 **J. Sullivan Abstained**  
697 **Motion failed (3-4).**  
698

699 Chair Sullivan called for a five-minute recess at 9:04 pm.  
700

701 Chair Sullivan called the meeting back to order at 9:09 pm.  
702

703 J. Durand: What item are we on? It's hard to keep up because someone is angry.  
704

705 Chair Sullivan: I am not angry.  
706

707 **NEW BUSINESS**

708 **Hooksett Kiwanis Club Regarding 5k Road Race**  
709



710

711 (This item was voted on during a scheduled appointment earlier in the meeting.)

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(This item was voted on during a scheduled appointment earlier in the meeting.)

**Wastewater Treatment Plant - Authority to file State Revolving Fund (SRF) application - Asset Management Program**

(This item was voted on during a scheduled appointment earlier in the meeting.)

**Civil Forfeiture Process**

(This item was voted on during a scheduled appointment earlier in the meeting.)

**Budget Transfer #2020-02 in the amount of \$85,000 for Lilac Bridge Memorial**

*Chair Sullivan motioned to approve Budget Transfer #2020-02 in the amount of \$85,000 for the Lilac Bridge Memorial. A. Walczyk seconded the motion.*

**Roll Call Vote #16**

**A. Walczyk** *Aye*

**J. Levesque** *Aye*

**C. Jones** *Not present*

**R. Duhaime** *Aye*

**J. Durand** *Nay*

**C. Karolian** *Nay*

**T. Tsantoulis** *Abstained*

**A. Comai** *Abstained*

**J. Sullivan** *Aye*

**Voted in favor (4-2).** *T. Tsantoulis and A. Comai abstained because they were not in the meeting for the presentation of the item.*

**Budget Transfer #2020-01 in the amount of \$50,000 for Computer Software**

*J. Levesque motioned to approve Budget Transfer #2020-01 in the amount of \$50,000 for Computer Software. 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** *Nay*

**J. Durand** *Nay*

**A. Comai** *Aye*

**J. Sullivan** *Aye*

**Voted in favor (6-2).**

C. Karolian: Is the amount \$50,000.00 or \$55,000.00?

762 C. Soucie: The amount is \$50,000.00. \$55,000.00 is the amount related to the Police Department for  
763 both transfers.

764

765 **FY 2019-20 Budget Encumbrances Review**

766

767 C. Soucie: The list of encumbrances has been updated since the last meeting. The updated list is on  
768 the screen. No decision is needed tonight. If you have questions we cannot answer tonight, we will  
769 have the answers for you at the next meeting. Encumbrances are incomplete projects for which  
770 budgeted amounts are moved to the budget for next year. An encumbrance must have a legal  
771 obligation created by contract. Encumbrances are limited to such items as trust funds, capital reserve  
772 funds, issuance of bonds or notes, grant acceptances from State, Federal or private sources, and  
773 special warrant articles. I will go through the list in case you have any questions.

774

- 775 1. This encumbrance for an audit has been removed because the project has been completed.
- 776 2. This is a GASB 75 Full Valuation encumbrance regarding post-employment benefits in the  
777 amount of \$4,000.00. It may be finished before the end of the fiscal year.
- 778 3. This encumbrance is for a fire hose ordered in January. The amount is \$10,206.00.
- 779 4. This encumbrance is for two sets of turnout gear ordered early in June in the amount of  
780 \$6,206.70.
- 781 5. This encumbrance for line striping has been removed because the project has been completed.
- 782 6. This encumbrance is for an LED Streetlight Conversion Proposal; the amount has not yet been  
783 determined.
- 784 7. This encumbrance is for Town-wide paving in the amount of \$126,254.82. This is a contract with  
785 Advanced Paving of four streets added this spring.
- 786 8. This is for 2019 Roadway Management and is \$2,083.00 left on the BETA Group contract.
- 787 9. This encumbrance is for crack sealing in the amount of \$24,274.32.00 for a contract with  
788 Superior Sealcoat.
- 789 10. This is an encumbrance for the Fire Station driveway project approved at the last meeting in the  
790 amount of \$52,234.00.
- 791 11. This is for an air conditioning unit at the Transfer Station in the amount of \$4,285.00.
- 792 12. This is an encumbrance for the Lilac Bridge Memorial in the amount of \$85,000.00. The  
793 contract with No Limits Metalworks was approved at the last meeting.
- 794 13. This is an encumbrance for a contract with Pescinski Painting in the amount of \$17,600.00. It  
795 will be presented for your consideration this evening for the painting of the gym, Town Hall, and  
796 the Prescott Library exterior trim.
- 797 14. This encumbrance is for a contract with the Southern NH Regional Planning Commission, a  
798 Build-Out Analysis for the Route 3A TIF. The amount is \$86,605.92.
- 799 15. This encumbrance for a Stormwater Asset Management Program has been removed because  
800 the project has been completed.
- 801 16. This is an encumbrance for a Water Heater in the amount of \$3,801.00.
- 802 17. This is for iPads for the Fire Department; amount not yet determined.
- 803 18. This is an encumbrance for Police Department Tasers in the amount of \$13,301. The Tasers  
804 were ordered early in June and are on backorder.
- 805
- 806

807

808 J. Durand: Regarding the water heater, where is that going and what is the size? That is a lot of money  
809 for a water heater.

810

811 E. Labonte: It is for Donati Park. The water heater was located under the sink in the kitchen. It was not  
812 large enough and it failed. The new one has to be relocated to the attic. It is for the two bathrooms and  
813 the kitchen. I don't have the information on the size.

814

815 C. Karolian: Is it gas or electric?

816

817 E. Labonte: It is electric.

818

819 Chair Sullivan: Mr. Labonte can provide us information on the size at our next meeting.

820

821 J. Levesque: I would like to see the data on the water heater, the scope of the work.

822

823 C. Jones: Who decided to locate the water heater in the attic?

824

825 E. Labonte: We did. There is no other place for it.

826

827 C. Jones: Did the Building Inspector approve this? If it lets go, it will ruin a lot of things.

828

829 C. Karolian: Are we going to continue through #28 on the list?

830

831 C. Soucie: The rest don't have to be encumbered.

832

833 C. Karolian: Is that because they are not contracts?

834

835 C. Soucie: It is not the fact of whether or not they are contracts. They are non-monetary items such as  
836 capital reserves, Conservation Commission items and TIF items.

837

838 ***A. Walczak motioned to extend the meeting at 9:30 pm. Chair Sullivan seconded the motion.***

839

840 **Roll Call Vote #18**

841 ***J. Durand Aye***

842 ***J. Levesque Aye***

843 ***C. Karolian Aye***

844 ***A. Comai Aye***

845 ***C. Jones Aye***

846 ***T. Tsantoulis Aye***

847 ***A. Walczyk Aye***

848 ***R. Duhaime Aye***

849 ***J. Sullivan Aye***

850 ***Voted unanimously in favor (9-0).***

851

852 **Painting Town Hall and the Prescott Library Trim Bid Acceptance**

853

854 ***A. Walczyk motioned to waive the three-bid rule and accept the bid from Pescinski Painting,***  
855 ***LLC in the amount of \$17,600 for painting the Town Hall and the Prescott Library trim. R.***  
856 ***Duhaime seconded the motion.***

857

858 R. Duhaime: The weather is dry; it is perfect for painting.

859

860 C. Karolian: Where is the money coming from? These are tough times. I think we should put this off  
861 another year. Is this from the current budget or next year's budget?

862

863 E. Labonte: It is in the budget for the current year, and is from the Building Maintenance account.

864

865 C. Karolian: We should hold off a year. We don't know about revenue from Meals & Rooms, Motor  
866 Vehicle, and other sources. We don't know about a lot of things.

867  
868 J. Labonte: I don't agree. We need to take care of our buildings, not kick the can down the road. We  
869 have the funds. If water gets into the wood it will rot and we will be in a jam.

870  
871 T. Tsantoulis: You won't hear me say this often, but this is a low bid for a lot of work. Some of the areas  
872 are hard to get to. There is a lot of scraping and prep work. Do we know the qualifications of the  
873 bidder? Was he properly vetted? Someone will need to check his work.

874  
875 E. Labonte: The full scope of the work was pointed out to him, and we will check his work.

876  
877 C. Karolian: Will he do the wood work, too?

878  
879 E. Labonte: Yes, he will.

880  
881 C. Karolian: Will that be in addition to the \$17,600?

882  
883 E. Labonte: No, it is included.

884  
885 J. Durand: Is this the Old Town Hall or the school turned into Town Hall?

886  
887 E. Labonte: It is the school turned into Town Hall and includes the little building in front.

888  
889 **Roll Call Vote #19**

890 **C. Jones Aye**

891 **C. Karolian Nay**

892 **J. Levesque Aye**

893 **R. Duhaime Aye**

894 **A. Walczyk Aye**

895 **J. Durand Nay**

896 **T. Tsantoulis Aye**

897 **A. Comai Aye**

898 **J. Sullivan Aye**

899 **Voted in favor (7-2).**

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#### Electrical Support Bid Acceptance

***C. Karolian motioned to waive the three-bid rule and accept the bid from IC Electrical Support as submitted. Any work that is anticipated to exceed \$3,000.00 would require a PO to be issued, and there would only be the one quote. Any work anticipated to exceed \$15,000.00 would require Council consent (with only the one quote) and over \$30,000.00 would require formal bidding and three quotes. A. Walczyk seconded the motion.***

A. Walczak: Our packet has the RFP without a response.

#### **Roll Call Vote #20**

**J. Levesque Aye**

**R. Duhaime Aye**

**T. Tsantoulis Aye**

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917 **A. Walczyk Aye**  
 918 **J. Durand Aye**  
 919 **C. Jones Nay**  
 920 **A. Comai Aye**  
 921 **C. Karolian Aye**  
 922 **J. Sullivan Aye**  
 923 **Voted in favor (8-1).**

924

925 **Replacement of Public Works/Parks and Recreation Division Pick-up Truck**

926

927 ***R. Duhaime motioned to approve a vehicle replacement and purchase of an F-350 pick-up truck***  
 928 ***from Grappone Ford priced at \$30,919.00 through State Bid procurement. A. Walczyk seconded***  
 929 ***the motion.***

930

931 C. Karolian: Do you have a total cost for repairs needed? You have an amount for the exhaust and oil  
 932 leaks but not for the brakes and rust repair.

933

934 E. Labonte: The brakes would be the standard amount. For the replacement of the bed, we would look  
 935 for a secondhand one. The frame is also starting to go. We have spent \$32,000.00 so far on repairs.

936

937 C. Karolian: How far back do your records go?

938

939 E. Labonte: Our records go back eight years. Putting that much money into this truck is not practical.  
 940 We have the typical problems with diesels. This truck is used to plow the entrances to Town buildings,  
 941 and the parking lots at the Safety Center and the Library in the winter.

942

943 C. Karolian: I assume the salt and sand have caused the rust in the bed.

944

945 E. Labonte: Not in the bed but from the roads.

946

947 C. Karolian: Does the truck have a DEF filter?

948

949 E. Labonte: No, those are for CDL trucks, not trucks of this size.

950

951 J. Levesque: What is the year of the truck?

952

953 E. Labonte: It is a 2008.

954

955 J. Levesque: It is not worth pouring more money down the hole. I say it should be replaced.

956

957 **Roll Call Vote #21**

958 **J. Durand Aye**

959 **A Comai Aye**

960 **C. Jones Nay**

961 **R. Duhaime Aye**

962 **C. Karolian Nay**

963 **A. Walczyk Aye**

964 **T. Tsantoulis Aye**

965 **J. Levesque Aye**

966 **J. Sullivan Aye**

967 ***Voted in favor (7-2).***

968

969 **2020-2021 Town Council Meeting Schedule**

970

971 Chair Sullivan: The proposed schedule follows the Rules of Procedure, meeting on the second and  
972 fourth Wednesdays of the month, with the exception of July, November, December and January. There  
973 are extra meetings in September for Budget Review.

974

975 ***J. Levesque motioned to approve the Town Council meeting schedule for July 2020 through***  
976 ***June 2021 as presented. R. Duhaime seconded the motion.***

977

978 **Roll Call Vote #22**

979 ***C. Karolian Aye***

980 ***T. Tsantoulis Aye***

981 ***J. Levesque Aye***

982 ***C. Jones Aye***

983 ***A. Comai Aye***

984 ***J. Durand Aye***

985 ***A. Walczyk Aye***

986 ***R. Duhaime Aye***

987 ***J. Sullivan Aye***

988 ***Voted unanimously in favor (9-0).***

989

990 **Town of Hooksett, NH - Municipal Volunteers (tabled at 04/22/2020 Town Council Meeting)**

991

992 ***A. Walczyk motioned to remove this item from the table. J. Levesque seconded the motion.***

993

994 **Roll Call #23**

995 ***T. Tsantoulis Nay***

996 ***J. Levesque Aye***

997 ***J. Durand Nay***

998 ***C. Jones Nay***

999

1000 C. Karolian: Why was this item tabled?

1001

1002 A. Comai: This is a roll call. You can vote aye or nay or abstain.

1003

1004 C. Karolian: I was addressing the Chair.

1005

1006 Chair Sullivan: I don't recall why it was tabled. Perhaps it was because of COVID-19.

1007

1008 **Roll Call #23 (continued)**

1009 ***C. Karolian Nay***

1010 ***A. Walczyk Aye***

1011 ***R. Duhaime Aye***

1012 ***A. Comai Nay***

1013 ***J. Sullivan Nay***

1014 ***Motion failed (3-6).***

1015

1016 This item remained on the table.

1017

1018

**Topics for Town Council Summer Workshop**

1019

1020

Chair Sullivan: We have five suggestions for Summer Workshop topics:

1021

1. How to deal with donations from the Town

1022

2. Health insurance for elected officials

1023

3. Form & process for evaluation of the Town Administrator

1024

4. Back-up language for the Voter's Guide regarding petition warrant articles

1025

5. Rules for discussion of agenda items.

1026

1027

R. Duhaime: Code Enforcement issues should be on the list. American Asphalt has moved into a site

1028

on the Route 28 Bypass. They have not been before the Planning Board or the ZBA. There are other

1029

situations where the Building Code is not being enforced.

1030

1031

Chair Sullivan: I have three items I would like to add:

1032

1. The agenda packets and information received after the packet has been mailed

1033

2. Duties of committees, boards, and departments

1034

3. Clarification of information needed prior to tabling an item.

1035

1036

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

1037

1038

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1040

Chair Sullivan: We should skip this item until we are able to meet in person. It should be done in non-public session. We can move over this item rather than table it.

1041

1042

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1044

**APPROVAL OF MINUTES**

1045

**Public: 03/11/2020 (tabled at 04/22/2020 Town Council Meeting)**

1046

**Public: 04/22/2020**

1047

**Public: 05/13/2020**

1048

**Public: 05/27/2020**

1049

**Non-Public: 03/11/2020 (tabled at 04/22/2020 Town Council Meeting)**

1050

**Non-Public: 04/22/2020**

1051

**Non-Public: 05/13/2020**

1064

1065

1066

***R. Duhaime motioned to remove the public and non-public minutes of March 11, 2020 from the table. A. Walczyk seconded the motion.***

1067

1068

1069

**Roll Call Vote #24**

1070

**A. Comai Aye**

1071

**A. Walczyk Aye**

1072

**J. Durand Aye**

1073

**C. Karolian Aye**

1074

**J. Levesque Aye**

1075

**T. Tsantoulis Aye**

1076

**R. Duhaime Aye**

1077

**C. Jones Aye**

1078

**J. Sullivan Aye**

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21

1079 ***Voted unanimously in favor (9-0).***

1080

1081 ***R. Duhaime motioned to approve the minutes of the March 11, 2020 public session as written. A.***  
 1082 ***Walczyk seconded the motion.***

1083

1084 **Roll Call Vote #25**

1085 ***C. Karolian Aye***

1086 ***A. Comai Aye***

1087 ***T. Tsantoulis Aye***

1088 ***J. Levesque Aye***

1089 ***A. Walczyk Aye***

1090 ***R. Duhaime Aye***

1091 ***J. Durand Aye***

1092 ***C. Jones Aye***

1093 ***J. Sullivan Aye***

1094 ***Voted unanimously in favor (9-0).***

1095

1096 ***A. Walczyk motioned to approve the minutes of the April 22, 2020 public session as written. R.***  
 1097 ***Duhaime seconded the motion.***

1098

1099 D. Fitzpatrick: In an email dated April 29, 2020, I presented an amendment to lines 1032 and 1033 of  
 1100 the April 22, 2020 minutes. Those two sentences should read, "The federal law is granting federal  
 1101 medical leave expansion for up to 12 weeks at two-thirds pay effective April 1, 2020. This item on  
 1102 tonight's agenda allows an employee to use their accrued sick time (vs. their vacation time), from  
 1103 March 16th through April 1st."

1104

1105 C. Karolian: Who made the amendment that Donna Fitzpatrick just read?

1106

1107 D. Fitzpatrick: I made that amendment because it was a statement I made at that meeting.

1108

1109 C. Karolian: Can we accept corrections from the public?

1110

1111 D. Fitzpatrick: Yes, according to Council rules, you may.

1112

1113 Chair Sullivan: We can accept corrections from department heads and members of the general public if  
 1114 it pertains to something they spoke about.

1115

1116 A. Walczyk: Referring to line 826, the vote should be 8-0, not 7-0.

1117

1118 Chair Sullivan called for a vote on the motion as amended.

1119

1120 **Roll Call Vote #26**

1121 ***R. Duhaime Aye***

1122 ***J Durand Aye***

1123 ***C. Jones Aye***

1124 ***J. Levesque Aye***

1125 ***A. Walczyk Aye***

1126 ***A. Comai Nay***

1127 ***C. Karolian Nay***

1128 ***T. Tsantoulis Nay***



1129 **J. Sullivan Aye**  
 1130 **Voted in favor (6-3).**  
 1131  
 1132 **J. Levesque motioned to approve the minutes of the May 13, 2020 public session as written. A.**  
 1133 **Walczyk seconded the motion.**  
 1134  
 1135 J. Levesque: I would like to add information for line 433 that was not given during the meeting. The  
 1136 resident I referred to is Eileen Ellis, who worked on the checklist and was a State Senator.  
 1137  
 1138 R. Duhaime: Referring to line #438, the correct spelling for the Lions Club President's last name is  
 1139 "Gehris."  
 1140  
 1141 Chair Sullivan called for a vote on the motion as amended.  
 1142  
 1143 **Roll Call Vote #27**  
 1144 **A. Comai Nay**  
 1145 **C. Jones Aye**  
 1146 **A. Walczyk Aye**  
 1147 **J. Durand Aye**  
 1148 **R. Duhaime Aye**  
 1149 **T. Tsantoulis Aye**  
 1150 **J. Levesque Aye**  
 1151 **C. Karolian Abstained**  
 1152 **J. Sullivan Aye**  
 1153 **Voted in favor (7-1). C. Karolian abstained because he did not read all of the minutes.**  
 1154  
 1155 **Chair Sullivan motioned to approve the minutes of the May 27, 2020 public session as written.**  
 1156 **R. Duhaime seconded the motion.**  
 1157  
 1158 **Roll Call Vote #28**  
 1159 **A. Walczyk Aye**  
 1160 **J. Levesque Aye**  
 1161 **C. Jones Aye**  
 1162 **R. Duhaime Abstained**  
 1163 **J. Durand Aye**  
 1164 **C. Karolian Abstained**  
 1165 **T. Tsantoulis Aye**  
 1166 **A. Comai Aye**  
 1167 **J. Sullivan Aye**  
 1168 **Voted unanimously in favor (7-0). R. Duhaime abstained due to absence from the meeting. C.**  
 1169 **Karolian abstained because he did not read all of the minutes.**  
 1170  
 1171 **Chair Sullivan motioned to approve the minutes of the non-public sessions of March 11, 2020**  
 1172 **and April 22, 2020 and May 13, 2020. R. Duhaime seconded the motion.**  
 1173  
 1174 **Roll Call Vote #29**  
 1175 **T. Tsantoulis Aye**  
 1176 **C. Jones Aye**  
 1177 **R. Duhaime Abstained**  
 1178 **A. Walczyk Aye**

1179 **J. Levesque Aye**  
1180 **C. Karolian Aye**  
1181 **J. Durand Aye**  
1182 **A. Comai Aye**  
1183 **J. Sullivan Aye**  
1184 ***Voted unanimously in favor (8-0). R. Duhaime abstained due to absence.***  
1185  
1186  
1187

1188 **SUB-COMMITTEE REPORTS**

1189

1190 R. Duhaime: From the Planning Board, Northside Animal Hospital is putting on an addition, making the  
1191 property more attractive. A subdivision was approved for a couple of lots on Farmer Drive. A six-lot  
1192 subdivision on Hackett Hill Road was tabled, pending sight line information from the engineer. A lot line  
1193 adjustment was approved for the Hebert property on Short Avenue.

1194

1195 J. Levesque: The ZBA met last night. There was only one item on the agenda, and the applicant sent a  
1196 letter withdrawing the application.

1197

1198 Chair Sullivan: These are trying times and all of us are passionate. Sometimes my voice rises, and I  
1199 mean no disrespect.

1200

1201 C. Karolian: Today I requested information regarding three Councilors and I want to know which non-  
1202 public citation to use.

1203

1204 Chair Sullivan: It would be citation (a). We can address that now or in non-public session.

1205

1206 C. Karolian: If Councilors didn't participate in the evaluation, they shouldn't be involved in the  
1207 discussion or the vote.

1208

1209 Chair Sullivan: I have been involved in several of these. There were always some who did not  
1210 participate in the evaluation, but they still participated in the discussion and the voting.

1211

1212 T. Tsantoulis: It is not fair to Mr. Garron to do this tonight because we can't give it the time it deserves.  
1213 It shouldn't be just last minutes.

1214

1215 Chair Sullivan: This is a four-step process, and the first step is tonight when we review and consolidate  
1216 the evaluations. Next the Town Council and the Town Administrator review the evaluations together.  
1217 Then the Council establishes the new goals for the Town Administrator.

1218

1219 C. Karolian: According to the rules, this should be done tonight, and should not include the person  
1220 being evaluated. Those who did not fill out the form should not be involved.

1221

1222 J. Durand: We have all had different interactions with the Town Administrator. Maybe for next year we  
1223 can change how we complete this process.

1224

1225 T. Tsantoulis: If there is a pay raise, it can be retroactive.

1226

1227 A. Garron: I serve at the pleasure of the Council. I am fine with however you wish to proceed, but we do  
1228 need to go into non-public for the evaluation of the Fire Chief.

1229

1230 **NON-PUBLIC SESSION NH RSA 91-A:3 II**

1231

1232 ***C. Karolian motioned to enter non-public session at 10:48 pm in accordance with RSA 91-A:3, II***  
1233 ***(a). Chair Sullivan seconded the motion.***

1234

1235 RSA 91 - A:3, II (a) *The dismissal, promotion, or compensation of any public employee or*  
1236 *the disciplining of such employee, or the investigation of any charges against him or her,*  
1237 ***unless*** *the employee affected (1) has a right to a public meeting, and (2) requests that the*  
1238 *meeting be open, in which case the request shall be granted.*

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25

1239

1240 **Roll Call Vote #30**

1241 **J. Durand Aye**

1242 **J. Levesque Aye**

1243 **C. Karolian Aye**

1244 **A. Comai Aye**

1245 **C. Jones Aye**

1246 **T. Tsantoulis Aye**

1247 **A. Walczyk Aye**

1248 **R. Duhaime Aye**

1249 **J. Sullivan Aye**

1250 **Voted unanimously in favor (9-0).**

1251

1252 **Chair Sullivan motioned to exit non-public session of 06/10/2020. Seconded by R. Duhaime.**

1253 **Roll Call Vote #31**

1254 **C. Jones Aye**

1255 **C. Karolian Nay**

1256 **J. Levesque Aye**

1257 **R. Duhaime Aye**

1258 **A. Walczyk Aye**

1259 **J. Durand Aye**

1260 **T. Tsantoulis Aye**

1261 **A. Comai Nay**

1262 **J. Sullivan Aye**

1263 **Voted unanimously in favor (7-2).**

1264

1265 **A. Walczyk motioned to seal the minutes of the non-public session (with the exception of the**  
 1266 **motion regarding the Fire Chief's contract) because it is determined that divulgence of this**  
 1267 **information likely would affect adversely the reputation of any person other than a member of**  
 1268 **this Board or render a proposed action ineffective. J. Levesque seconded the motion.**

1269

1270 **Roll Call Vote #32**

1271 **J. Levesque Aye**

1272 **R. Duhaime Aye**

1273 **T. Tsantoulis Aye**

1274 **A. Walczyk Aye**

1275 **J. Durand Aye**

1276 **C. Jones Aye**

1277 **A. Comai Aye**

1278 **C. Karolian Aye**

1279 **J. Sullivan Aye**

1280 **Voted in favor (9-0).**

1281

1282 **Unsealed motion made in non-public session:**

1283

1284 **Chair Sullivan motioned to amend Fire Chief Burkush's employment contract for a 2.5% raise in**  
 1285 **base salary, effective May 1, 2020, and to amend his contract (paragraph #3) to reflect this wage**  
 1286 **increase as appropriate. T. Tsantoulis seconded the motion.**

1287

1288 **Roll Call Vote #33**  
 1289 **J. Durand Aye**  
 1290 **A Comai Nay**  
 1291 **C. Jones Aye**  
 1292 **R. Duhaime Aye**  
 1293 **C. Karolian Nay**  
 1294 **A. Walczyk Aye**  
 1295 **T. Tsantoulis Aye**  
 1296 **J. Levesque Aye**  
 1297 **J. Sullivan Aye**  
 1298 **Voted in favor (7-2).**

1299  
 1300 **J. Levesque motioned to adjourn at 11:12 pm. T. Tsantoulis seconded the motion.**  
 1301

1302 **Roll Call Vote #34**  
 1303 **C. Karolian Nay**  
 1304 **T. Tsantoulis Aye**  
 1305 **J. Levesque Aye**  
 1306 **C. Jones Nay**  
 1307 **A. Comai Nay**  
 1308 **J. Durand Aye**  
 1309 **A. Walczyk Aye**  
 1310 **R. Duhaime Aye**  
 1311 **J. Sullivan Aye**  
 1312 **Voted in favor (6-3).**

1313  
 1314 **Voted in favor (6-3).**  
 1315

1316 Respectfully submitted,  
 1317

1318 *Kathleen Donnelly*  
 1319 Kathleen Donnelly

1320 Recording Clerk  
 1321

1322

1323 **Please see subsequent meeting minutes for any amendments to these minutes.**

1324  
 1325  
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