



AGENDA

Town of Hooksett Town Council

Wednesday, August 26, 2020 at 6:00 PM

A meeting of the Town Council will be held Wednesday, August 26, 2020 in the Hooksett Municipal Building commencing at **6:00 PM**.

Page

- 1. CALL TO ORDER**
- 2. PROOF OF POSTING**
- 3. ROLL CALL**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA OVERVIEW**
- 6. PUBLIC HEARINGS**
 - 6.1. Public Hearing to accept \$32,462.53 in grant funding from the CARES Act funding for elections support. (See item 15.1 for details) 5 - 6
[Staff Report - SR-20-165 - Pdf](#)
- 7. SPECIAL RECOGNITION**
 - 7.1. Sandra Soule, Retirement - 11 years Public Works
 - 7.2. Hooksett Municipal Employee - New Hire
- 8. SCHEDULED APPOINTMENTS**
 - 8.1. Merrimack County Sheriff Candidate, Mr. David Croft
 - 8.2. Merrimack County Sheriff Candidate, Mr. Michael Labrecque
 - 8.3. Todd Rainier, Town Clerk and Cindy Robertson, Moderator - September 8, 2020 State Election Preparations and Town Clerk Update on Dog Civil Forfeiture Process
 - 8.4. Rudy Makara and Andy Janosz, Parks & Recreation Advisory Board - Lambert's Park Pavilion Project (See item 15.2 for details)
- 9. CONSENT AGENDA**
 - 9.1. Accept the donation of \$500.00 from the Hooksett Kiwanis Foundation to the Town of Hooksett for DPW Parks & Recreation Division per RSA 31:95-b:III(b). 7 - 10
[Staff Report - SR-20-150 - Pdf](#)
 - 9.2. Motion to accept the donation of Dunkin gift cards from an anonymous citizen, valued at \$40.00 (4 - \$10.00 Cards), to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II and 31:95-b, III(b). 11
[Staff Report - SR-20-151 - Pdf](#)
 - 9.3. Motion to accept the donation of 12 First Responder Kits from Shannon Earnshaw of Hooksett, unknown value (less than \$5,000.00), to the Town of 13 - 14

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

Hooksett for the Hooksett Police Department per RSA 31:95-e:II

[Staff Report - SR-20-152 - Pdf](#)

- 9.4. Acceptance of NH DOJ Grant Round 2 15

[Staff Report - SR-20-153 - Pdf](#)

10. TOWN ADMINISTRATOR'S REPORT

11. PUBLIC INPUT - 15 MINUTES

12. NOMINATIONS AND APPOINTMENTS

13. BRIEF RECESS

14. OLD BUSINESS

- 14.1. 2020 Paving Update (Rescind vote of 07/15/2020 and seeking new vendor approval) 17 - 69

[Staff Report - SR-20-146 - Pdf](#)

- 14.2. Proposed Charter Amendment - Article 10 General Provisions - Section 10.2.B Term Commencement; Notice of Election or Appointment 71

[Staff Report - SR-20-161 - Pdf](#)

15. NEW BUSINESS

- 15.1. Accept \$32,462.53 in grant funding from the CARES Act funding for elections support. 73 - 111

[Staff Report - SR-20-166 - Pdf](#)

- 15.2. Lambert's Park Pavilion Project Award for \$93,390 113 - 124

[Staff Report - SR-20-159 - Pdf](#)

- 15.3. Town Wide Road Line Striping Bid Acceptance 125 - 133

[Staff Report - SR-20-156 - Pdf](#)

- 15.4. Autumn Frost Subdivision Street Name Approval 135 - 139

[Staff Report - SR-20-147 - Pdf](#)

- 15.5. University Commons Street Name Approval 141 - 144

[Staff Report - SR-20-149 - Pdf](#)

- 15.6. Street Name Approval for property located near Allentown Line, Owner requires access to new construction of a livestock barn 145 - 148

[Staff Report - SR-20-154 - Pdf](#)

- 15.7. Capital Improvement Plan FY Ending 2022-2027 Overview 149 - 150

[Staff Report - SR-20-148 - Pdf](#)

- 15.8. Appoint ADA Coordinator and Adopt ADA Public Notice & ADA Grievance Procedure 151 - 154

[Staff Report - SR-20-155 - Pdf](#)

- 15.9. Adopt COVID-19 Travel Policy 155 - 156

[Staff Report - SR-20-167 - Pdf](#)

16. APPROVAL OF MINUTES

- 16.1. Public: 07/15/2020 157 - 173

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

[TC Minutes 07152020](#)

16.2. Public: 08/12/2020 Workshop 175 - 183

[TC WORKSHOP MINUTES 08.12.2020\[11371\]](#)

16.3. Public: 08/13/2020 Special Meeting 185 - 187

[TC Special Meeting Minutes 08132020](#)

16.4. Non-Public: 08/13/2020

17. SUB-COMMITTEE REPORTS

18. PUBLIC INPUT

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

20. ADJOURNMENT

PUBLIC INPUT

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

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

Town Council

STAFF REPORT



To: Town Council
Title: Public Hearing to accept \$32,462.53 in grant funding from the CARES Act funding for elections support. (See item 15.1 for details)
Meeting: Town Council - 26 Aug 2020
Department: Town Clerk's Office
Staff Contact: Todd Rainier, Town Clerk

BACKGROUND INFORMATION:

Public Hearing to accept \$32,462.53 in grant funding from the CARES Act funding for elections support. (See item 15.1 for details)

RECOMMENDATION:

Open public hearing, close public hearing and see new business item #15.1 for acceptance of grant

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur with acceptance of this grant under New Business

ATTACHMENTS:

[PH - CARE Grant - Election 08262020](#)

Town of Hooksett

Public Hearing Notice

The Hooksett Town Council will be holding a public hearing on Wednesday, August 26, 2020, at 6:00 pm at the Hooksett Town Hall in Council Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept the \$32, 462.53 in grant funding from the CARES Act funding for elections support. For further information, please contact Town Clerk Todd Rainier at trainier@hooksett.org or 603-485-9534.

Town Council
STAFF REPORT



To: Town Council
Title: Accept the donation of \$500.00 from the Hooksett Kiwanis Foundation to the Town of Hooksett for DPW Parks & Recreation Division per RSA 31:95-b:III(b).
Meeting: Town Council - 26 Aug 2020
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

Parks & Recreation regraded the Heads Pond Trail and spent a total of \$936.03 on 1.5 inches of nit pack gravel. Hooksett Kiwanis Foundation donated \$500.00 towards this expense.

FINANCIAL IMPACT:

\$500.00

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Accept \$500.00 donation from the Hooksett Kiwanis Foundation to the Town of Hooksett for DPW Parks & Recreation Division per RSA 31:95-b:III(b).

SUGGESTED MOTION:

Motion to accept \$500.00 donation from the Hooksett Kiwanis Foundation to the Town of Hooksett for DPW Parks & Recreation Division per RSA 31:95-b:III(b).

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Donation](#)

Kiwanis

Hooksett Kiwanis Foundation, a 501c3 non-profit corporation, Tax ID 35-2219078

PO Box 16443 Hooksett, NH 03106 www.hooksettkiwanis.org

July 30, 2020

Town of Hooksett
DPW Parks, Recreation & Cemetery Division
35 Main Street
Hooksett, NH 03106

Dear Town of Hooksett DPW,

The Hooksett Kiwanis Foundation would like to thank you for regrading the Heads Pond trail parking lot to help prevent washing out the access road to the trail and for repairing the access road from the parking lot to the trail. We are pleased to see that this work was done by the DPW. This trail is very important to the Town of Hooksett and its residents.

Attached to this letter is a donation check for \$500 to pay for half of the cost of material purchased by Hooksett Parks, Recreation & Cemetery Division on July 20, 2020.

Thank you for your support and consideration!

Sincerely,



Sandra Mack
Hooksett Kiwanis President



Kiwanis is a global organization of volunteers dedicated to changing the world one child and one community at a time.

CASH ON HAND SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

2959

Hooksett Kiwanis Foundation 09/07
PO Box 16443
Hooksett, NH 03106

7/29/2020

PAY TO THE ORDER OF Town Of Hooksett \$ **500.00

Five Hundred Only***** DOLLARS

PROTECTED AGAINST FRAUD

Attn: DPW
35 Main Street
Hooksett, NH 03106

MEMO Donation for Heads Pond Trail work

Susan E. Willey

⑈002959⑈ ⑆011400071⑆ 9242615635⑈

Hooksett Kiwanis Foundation
Town Of Hooksett
Major Project

7/29/2020

2959
500.00

TD Hooksett Kiwanis Fo Donation for Heads Pond Trail work

500.00

INVOICE

Plourde Sand & Gravel Co., Inc.
P.O. Box 220
Suncook, NH 03275

Page 1 of 1	Date 07/20/2020	Invoice # 104361
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TOWN OF HOOKSETT PARK/REC
210 WEST RIVER RD
HOOKSETT, NH 03106-1397

HOOKSETT PARK
JUL 23 2020
RECEIVED

Account No. H0080	Terms: NET 15
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Qty	Date	Location	Quantity	Units	Material	Tax	Other	Total
H0080								
Materials: STN22								
693796	7/16/20	FOB-HOOKSETT PLANT	8.980	tn	9.61	\$86.30		\$86.30
693797	7/16/20	FOB-HOOKSETT PLANT	9.050	tn	9.61	\$86.97		\$86.97
693800	7/16/20	FOB-HOOKSETT PLANT	9.000	tn	9.61	\$86.49		\$86.49
693806	7/16/20	FOB-HOOKSETT PLANT	8.420	tn	9.61	\$80.92		\$80.92
693817	7/16/20	FOB-HOOKSETT PLANT	9.420	tn	9.61	\$90.53		\$90.53
693822	7/16/20	FOB-HOOKSETT PLANT	8.500	tn	9.61	\$81.69		\$81.69
693825	7/16/20	FOB-HOOKSETT PLANT	8.640	tn	9.61	\$83.03		\$83.03
693840	7/16/20	FOB-HOOKSETT PLANT	9.310	tn	9.61	\$89.47		\$89.47
693842	7/16/20	FOB-HOOKSETT PLANT	9.320	tn	9.61	\$89.57		\$89.57
693882	7/17/20	FOB-HOOKSETT PLANT	7.860	tn	9.61	\$75.53		\$75.53
693889	7/17/20	FOB-HOOKSETT PLANT	8.900	tn	9.61	\$85.53		\$85.53
304.4	1 1/2"	PAC-HOOK	97.400	tn		\$936.03		\$936.03

	Material	\$936.03
	Other	\$0.00
	Sub-ttls	\$936.03
	Tax	\$0.00
	Invoice Total	\$936.03

Town Council

STAFF REPORT



To: Town Council
Title: Motion to accept the donation of Dunkin gift cards from an anonymous citizen, valued at \$40.00 (4 - \$10.00 Cards), to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II and 31:95-b, III(b).
Meeting: Town Council - 26 Aug 2020
Department: Police Department
Staff Contact: Jake Robie, Captain

BACKGROUND INFORMATION:

On July 31, 2020, an anonymous citizen dropped off four Dunkin gift cards valued at \$40.00 (4 - \$10.00 Cards), to the Town of Hooksett for the Hooksett Police Department. The gift cards will not be used until approved by Town Council.

FINANCIAL IMPACT:

None

SUGGESTED MOTION:

Motion to accept the donation of Dunkin gift cards from an anonymous citizen, valued at \$40.00 (4 - \$10.00 Cards), to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II and 31:95-b, III(b).

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council

STAFF REPORT



To: Town Council
Title: Motion to accept the donation of 12 First Responder Kits from Shannon Earnshaw of Hooksett, unknown value (less than \$5,000.00), to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II
Meeting: Town Council - 26 Aug 2020
Department: Police Department
Staff Contact: Jake Robie, Captain

BACKGROUND INFORMATION:

See attached memorandum from Chief Bouchard outlining the background of this donation.

FINANCIAL IMPACT:

None

SUGGESTED MOTION:

Motion to accept the donation of 12 First Responder Kits from Shannon Earnshaw of Hooksett, unknown value (less than \$5,000.00), to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Chief's Memorandum](#)



Hooksett Police Department
15 Legends Drive
Hooksett, NH 03106

Memo

M E M O R A N D U M

TO: Members of the Hooksett Town Council
FROM: Police Chief Janet Bouchard *JB*
DATE: August 5, 2020

In early February, 2020, Shannon Farnshaw reached out to me regarding her wishing to complete a community based project for Hooksett First Responders. Shannon is a Hooksett resident and a junior (now senior) at Central High School. Shannon had the idea to provide boxes containing small dolls, coloring books, crayons, etc. to First Responders to give out to young children during and/or after traumatic events in way to relieve anxiety.

I met with Shannon and her father, John and we came up with a plan about what would work for Hooksett Police Officers. Shannon dropped off 2 pilot kits near the end of February. The project was delayed due to the Corona Virus Pandemic, but Shannon was able to complete 12 kits and she and John dropped them off to the police department on July 23rd.

Shannon donated all of the supplies in the kit (unknown value). I will continue to work with her to replenish the kits as the supplies in the kits are given out to children. Once the donations are accepted by Council the kits will be placed into Hooksett Police cruisers and made available for the officers to hand out as needed.

Shannon should be commended for her generosity and initiative to give back to children in Hooksett.

~ Chief Bouchard

Town Council
STAFF REPORT



To: Town Council
Title: Acceptance of NH DOJ Grant Round 2
Meeting: Town Council - 26 Aug 2020
Department: Fire and Rescue
Staff Contact: James Burkush, Chief of Hooksett Fire&Rescue

BACKGROUND INFORMATION:

NH Department of Justice is awarding the Town of Hooksett Fire Rescue \$92,556.00 for Overtime Staffing, including fringe benefits to maintain shift strength of 7 firefighters/EMS personnel to respond to the COVID pandemic crisis until 12/31/2020.

FINANCIAL IMPACT:

Grant \$92,556.00

SUGGESTED MOTION:

Motion to accept the DOJ Grant of \$92,556.00 per RSA 21-P:43 and authorize the Town administrator to sign all related documents.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council

STAFF REPORT



To: Town Council
Title: 2020 Paving
Meeting: Town Council - 26 Aug 2020
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

At their meeting on July 15, 2020, the Town Council awarded the 2020 Paving bid to Pike Industries, Inc. Upon bid award notification, Pike Industries, Inc. informed the staff there was an error on their bid. They neglected to add the total contingencies amount of \$21,000.00. Total bid amount should be \$360,563.50 not \$339,563.50. We also failed to see the error on the bid total. Other bidders were Advanced Excavating & Paving, LLC for \$390,163.35, Brox Industries, Inc. for \$495,358.30, GMI Asphalt, LLC for \$344,546.60 and Pavex, Inc. for \$386,490.95.

FINANCIAL IMPACT:

Funding to come from current FY 2020-2021 Budget.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

1. Council rescind the original action awarding the 2020 Resurfacing bid to Pike Industries, Inc. in the amount of \$339,563.50.
2. Council approve and consent to award the 2020 Resurfacing bid to GMI Asphalt, LLC, the lowest bidder, for \$344,546.60 to be funded out of current FY 2020-2021 budget.

SUGGESTED MOTION:

1. Motion to rescind the original action awarding the 2020 Resurfacing bid to Pike Industries, Inc. in the amount of \$339,563.50.
2. Motion to approve and consent to award the 2020 Resurfacing bid to GMI Asphalt, LLC, the lowest bidder, for \$344,546.60 to be funded out of current FY 2020-2021 budget.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[20-07_rfp_opening](#)
[2020 Resurfacing Bid Totals](#)
[Advanced Exc](#)
[Brox](#)
[GMI](#)
[Pavex Inc](#)
[Pike](#)
[Paving Bid](#)

**Bid #20-07
Hooksett 2020 Resurfacing
June 9, 2020 12:30 pm**

Attendees: Andre Garron, Town Administrator; Christine Soucie, Finance Director; Earl Labonte, DPW Dir

Bidders	Costs	
	Total	
<u>Brox Industries, Inc.</u>	<u>\$ 495,358.30</u>	
<u>Pavex Inc.</u>	<u>\$ 386,490.95</u>	
<u>GMI Asphalt, LLC</u>	<u>\$ 344,546.60</u>	
<u>Advanced Excavating & Paving, LLC</u>	<u>\$ 390,163.35</u>	
<u>Pike Industries, Inc.</u>	<u>\$360,563.50 (corrected)</u>	
	<u>\$-339,563.50</u>	
<u> </u>	<u> </u>	
<u> </u>	<u> </u>	

Bid opening closed: 12:40 pm

2020 RESURFACING BID #20-07 CORRECTED												
	Total	Corrected	(1) Part A	Corrected	(2) Part B	Corrected	(3) Part C	Corrected	(4) Part D	Corrected	(5) Part E	Corrected
			Morse Rd		Silver Ave		Dale Rd		Donati Park		DPW Access Yard	
GMI Asphalt, LLC	\$ 344,546.60		\$ 82,226.50		\$ 33,240.30		\$ 190,689.50		\$ 27,215.80		\$ 11,174.50	
Brox Ind., Inc.	\$ 495,358.30		\$ 121,199.00		\$ 64,194.00		\$ 234,639.30		\$ 54,742.00		\$ 20,584.00	
Advanced Exc. & Paving, LLC	\$ 390,163.35		\$ 91,700.80		\$ 45,548.80		\$ 197,707.60		\$ 38,447.15		\$ 16,759.00	
Pavex, Inc.	\$ 386,490.95		\$ 89,822.75		\$ 34,703.10		\$ 218,834.75		\$ 28,558.35		\$ 14,572.00	
Pike Ind., Inc.	\$ 339,563.50	\$ 360,563.50	\$ 79,424.00	\$ 84,424.00	\$ 29,578.50	\$ 34,578.50	\$ 190,566.50	\$ 195,566.50	\$ 22,534.50	\$ 27,534.50	\$ 17,460.00	\$ 18,460.00

(1) Part A - Morse Road, 1675 linear feet

(2) Part B - Silver Avenue, 850 linear feet

(3) Part C - Dale Road, 4790 linear feet

(4) Part D - Donati Park Access Road - 680 linear feet

(5) Part E - DPW Access yard, 856 square yard and 467 square yard

PART A BID – Morse Road , 1675 Linear feet

Bid Sheet of Unit Prices – Page 12 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	4840	Reclaimed Stabilized Base Processed In Place 8 inch Deep ONE Dollars and SIXTY Cents	\$1.60	\$7,744.00
403.11	TON	563	Bituminous Pavement Base course Machine Method) 2 inch thickness SIXTY EIGHT Dollars and SIXTY Cents	\$68.60	\$38,621.80
403.11	TON	250	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method EIGHTY SEVEN Dollars and FIFTY Cents	\$87.50	\$21,875.00
604	I.S	19	Lower and Raise Sewer Manhole Covers FIVE THOUSAND Dollars and ZERO Cents	\$480.00	\$9,120.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic signals FIVE THOUSAND Dollars and ZERO Cents	\$5,250.00	\$5,250.00
618.7	Hr.	60	Traffic Flaggers - Certified THIRTY NINE Dollars and ZERO Cents	\$39.00	\$2,340.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items ONE THOUSAND SEVEN HUNDRED EIGHTY Dollars and ZERO Cents	\$1,750.00	\$1,750.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part A BID AMOUNT:

\$91,700.80 ✓
(NUMERALS)

Part A BID AMOUNT:

NINETY ONE THOUSAND SEVEN HUNDRED DOLLARS AND EIGHTY CENTS
(WRITE OUT IN WORDS)

PART B BID – Silver Avenue, 850 Linear feet

Bid Sheet of Unit Prices – Page 13 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep TWO Dollars and SIXTY Cents	\$2.80	\$1,230.80
403.11	TON	176	Bituminous Pavement Base course – Machine Method) 2 inch thickness EIGHTY EIGHT Dollars and TWO Cents	\$88.00	\$15,488.00
403.11	TON	88	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method ONE HUNDRED Dollars and TWO Cents	\$120.00	\$10,560.00
604	LS	6	Lower and Raise Sewer Manhole Covers FOUR HUNDRED EIGHTY Dollars and TWO Cents	\$480.00	\$2,880.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic SIX HUNDRED Dollars and TWO Cents	\$3600.00	\$3,600.00
618.7	Hr.	60	Traffic Flaggers - Certified THIRTY NINE Dollars and TWO Cents	\$39.00	\$2,340.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items ONE HUNDRED FIFTY Dollars and TWO Cents	\$1450.00	\$1,450.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part C BID AMOUNT: \$45,548.80
(NUMERALS)

Part CBID AMOUNT:
FOURTY FIVE THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS AND EIGHTY CENTS
(WRITE OUT IN WORDS)

PART C BID – Dale Road , 4790 Linear feet

Bid Sheet of Unit Prices – Page 14 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	12775	Reclaimed Stabilized Base Processed In Place 8 inch Deep ONE Dollars and FOUR Cents	\$148	\$1,890,700
403.11	TON	1485	Bituminous Pavement Base course – Machine Method 2 inch thickness SIXTY SEVEN Dollars and TWENTY Cents	\$67.20	\$99,792.00
403.11	TON	743	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method SEVENTY Dollars and TWENTY Cents	\$70.20	\$52,158.60
604	LS	22	Lower and Raise Sewer Manhole Covers ONE Dollars and ZERO Cents	\$480.00	\$10,560.00
619.1	LS	1	Traffic Control Plan and Maintenance of SIX THOUSAND Dollars and ZERO Cents	\$6,700.00	\$6,700.00
618.7	Hr.	60	Traffic Flaggers - Certified THIRTY NINE Dollars and ZERO Cents	\$39.00	\$2,340.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items TWO THOUSAND Dollars and ZERO Cents	\$2250.00	\$2,250.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part B BID AMOUNT: \$197,707.60 ✓
(NUMERALS)

Part B BID AMOUNT:
ONE HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND SIXTY CENTS
(WRITE OUT IN WORDS)

PART D BID – Donati Park Access Road , 680 Linear feet**Bid Sheet of Unit Prices – Page 16 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep THIRTY Dollars and SIXTY Cents	\$2.80	\$4,230.80
403.11	TON	141	Bituminous Pavement Base course – Machine Method 2 inch thickness NINETY SEVEN Dollars and FIVE Cents	\$9.135	\$13,126.35
403.11	TON	70	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method ONE HUNDRED Dollars and ZERO Cents	\$120.00	\$8,400.00
604	LS	0	Lower and Raise Sewer Manhole Covers Dollars and Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic THREE Dollars and ZERO Cents	\$3,000.00	\$3,000.00
618.7	Hr.	60	Traffic Flaggers - Certified THIRTY NINE Dollars and ZERO Cents	\$39.00	\$2,340.00
692	LS	1	Mobilization & Clean Up including dust control and all other Miscellaneous Items ONE THOUSAND SEVEN Dollars and ZERO Cents	\$1,750.00	\$1,750.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part D BID AMOUNT:

\$38,447.15 ✓

(NUMERALS)

Part D BID AMOUNT:

THIRTY EIGHT THOUSAND FOUR HUNDRED FORTY SEVEN DOLLARS AND FIFTEEN CENTS

(WRITE OUT IN WORDS)

PART E BID – DPW Access YARD, 856 SY and 467 SY

Bid Sheet of Unit Prices – Page 16 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
403.11	TON	99	Bituminous Pavement Base course – Machine Method) 2 inch thickness 856 SY ONE HUNDRED THREE ^{ONE} Dollars and ZERO ^{ONE} Cents	\$103 ⁰⁰	\$10,197.00
403.11	TON	54	Bituminous Pavement Base course – Machine Method) 2 inch thickness 467 SY ONE HUNDRED THREE ^{ONE} Dollars and ZERO ^{ONE} Cents	\$103 ⁰⁰	\$5,562.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$1,000	\$1,000

Part E BID AMOUNT: \$16,759.00 ✓

(NUMERALS)

Part E BID AMOUNT: SIXTEEN THOUSAND SEVEN HUNDRED FIFTY NINE DOLLARS AND ZERO CENTS

(WRITE OUT IN WORDS)

Bid A Bid Amount "MORSE ROAD": \$91,700.80

NINETY ONE THOUSAND SEVEN HUNDRED DOLLARS AND EIGHTY CENTS

Bid B Bid Amount "DALE ROAD": \$197,707.60

ONE HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND SIXTY CENTS

Bid C Bid Amount "SILVER Avenue": \$45,548.80

FORTY FIVE THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS AND EIGHTY CENTS

Bid D Bid Amount "DONATI PARK ACCESS ROAD": \$38,447.15

THIRTY EIGHT THOUSAND FOUR HUNDRED FORTY SEVEN DOLLARS AND FIFTEEN CENTS

Bid E Bid Amount "DPW ACCESS YARD": \$16,759.00

SIXTEEN THOUSAND SEVEN HUNDRED FIFTY NINE DOLLARS AND ZERO CENTS

TOTAL PART's A, B, C, D, E, G and H – Bid Amount: \$390,1103.35

THREE HUNDRED NINETY THOUSAND ONE HUNDRED SIXTY THREE DOLLARS AND THIRTY FIVE CENTS

DATE SUBMITTED: 6/9/2020

RESPECTIVELY SUBMITTED: ADVANCED EXCAVATIONS & PAVING LLC

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

SHARON A. GELINAS, PRESIDENT SHARON A. GELINAS

Print Representative's Name and Title Signature

PO BOX 581 106 GRANITE STREET SUNKOOK NH 03275

Address / Street-City Zip Code

485-9755 SHARON@ADVEPINC.COM

Telephone Number and E-Mail Address

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.

PART A BID – Morse Road, 1675 Linear feet

Bid Sheet of Unit Prices – Page 12 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	4840	Reclaimed Stabilized Base Processed In Place 8 inch Deep Five Dollars and Fifteen Cents	\$5.15	\$24,926.00
403.11	TON	563	Bituminous Pavement Base course -- Machine Method) 2 inch thickness Seventy- One Dollars and No Cents	\$71.00	\$39,973.00
403.11	TON	250	Permanent Bituminous Wearing Course 1 inch thickness Machine Method One Hundred Six Dollars and No Cents	\$108.00	\$26,500.00
604	LS	19	Lower and Raise Sewer Manhole Covers Seven Hundred Dollars and No Cents	\$700.00	\$13,300.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Four Thousand Dollars and No Cents	\$4,400.00	\$4,400.00
618.7	Hr.	60	Traffic Flaggers - Certified Forty-Five Dollars and No Cents	\$45.00	\$2,700.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Four Thousand Four Hundred Dollars and No Cents	\$4,400.00	\$4,400.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part A BID AMOUNT: \$121,199.00
(NUMERALS)

Part A BID AMOUNT:
One Hundred Twenty One Thousand One Hundred Ninety-Nine Dollars and No Cents
(WRITE OUT IN WORDS)

PART B BID – Silver Avenue, 850 Linear feet

Bid Sheet of Unit Prices – Page 13 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep Eight Dollars and No Cents	\$8.00	\$12,088.00
403.11	TON	176	Bituminous Pavement Base course Machine Method) 2 inch thickness One Hundred Four Dollars and No Cents	\$104.00	\$18,304.00
403.11	TON	88	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method ^{One Hundred} Seventy-Nine Dollars and No Cents	\$179.00	\$15,752.00
604	LS	6	Lower and Raise Sewer Manhole Covers ^{Twenty-Five} Dollars and No Cents	\$725.00	\$4,350.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic ^{Three Thousand} Dollars and No Cents	\$3,000.00	\$3,000.00
618.7	Hr.	60	Traffic Flaggers - Certified Forty-Five Dollars and No Cents	\$45.00	\$2,700.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Three Thousand Dollars and No Cents	\$3,000.00	\$3,000.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

^B
Part B BID AMOUNT: \$64,194.00
(NUMERALS)

^B
Part B BID AMOUNT:
Sixty-Four Thousand One Hundred Ninety-Four Dollars and No Cents
(WRITE OUT IN WORDS)

PART C BID – Date Road , 4790 Linear feet

Bid Sheet of Unit Prices – Page 14 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	12775	Reclaimed Stabilized Base Processed In Place 8 inch Deep <u>Three</u> Dollars and <u>Twenty-Nine</u> Cents	<u>\$3.29</u>	<u>\$42,029.75</u>
403.11	TON	1485	Bituminous Pavement Base course – Machine Method) 2 inch thickness <u>Sixty-Eight</u> Dollars and <u>Forty</u> Cents	<u>\$68.40</u>	<u>\$101,574.00</u>
403.11	TON	743	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method <u>Seventy-Eight</u> Dollars and <u>Eighty-five</u> Cents	<u>\$78.85</u>	<u>\$58,585.55</u>
604	LS	22	Lower and Raise Sewer Manhole Covers <u>Seventy-Five</u> Dollars and <u>No</u> Cents	<u>\$675.00</u>	<u>\$14,850.00</u>
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Four Thousand</u> Dollars and <u>No</u> Cents	<u>\$4,400.00</u>	<u>\$4,400.00</u>
618.7	Hr.	60	Traffic Flaggers - Certified <u>Forty-Five</u> Dollars and <u>No</u> Cents	<u>\$45.00</u>	<u>\$2,700.00</u>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Five Thousand</u> Dollars and <u>No</u> Cents	<u>\$5,500.00</u>	<u>\$5,500.00</u>
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Five Thousand</u> Dollars and <u>00</u> Cents	<u>\$5,000</u>	<u>\$5,000</u>

Part B BID AMOUNT: **\$234,639.30**
(NUMERALS)

Part B BID AMOUNT:
Two Hundred Thirty-Four Thousand Six Hundred Thirty-Nine Dollars and Thirty Cents
(WRITE OUT IN WORDS)

PART D BID – Donati Park Access Road , 680 Linear feet

Bid Sheet of Unit Prices – Page 16 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep Eight Dollars and No Cents	\$8.00	\$12,088.00
403.11	TON	141	Bituminous Pavement Base course Machine Method) 2 inch thickness One Hundred Fourteen Dollars and No Cents	\$114.00	\$16,074.00
403.11	TON	70	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method One Hundred Eighty Four Dollars and No Cents	\$184.00	\$12,880.00
604	LS	0	Lower and Raise Sewer Manhole Covers No Bid Dollars and No Bid Cents	No Bid	No Bid
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Three Thousand Dollars and No Cents	\$3,000.00	\$3,000.00
618.7	Hr.	60	Traffic Flaggers - Certified Forty-Five Dollars and No Cents	\$45.00	\$2,700.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Three Thousand Dollars and No Cents	\$3,000.00	\$3,000.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part D BID AMOUNT: \$54,742.00
(NUMERALS)

Part D BID AMOUNT:
Fifty-Four Thousand Seven Hundred Forty-Two Dollars and No Cents
(WRITE OUT IN WORDS)

PART E BID – DPW Access YARD , 856 SY and 467 SY

Bid Sheet of Unit Prices – Page 16 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
403.11	TON	99	Bituminous Pavement Base course Machine Method 1 2 inch thickness 856 SY One Hundred Twenty-Eight Dollars and No Cents	\$128.00	\$12,672.00
403.11	TON	54	Bituminous Pavement Base course Machine Method 1 2 inch thickness 467 SY One Hundred Twenty-Eight Dollars and No Cents	\$128.00	\$6,912.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$1,000	\$1,000

Part E BID AMOUNT: \$20,584.00

(NUMERALS)

Part E BID AMOUNT: Twenty Thousand Five Hundred Eighty-Four Dollars and No Cents

(WRITE OUT IN WORDS)

Bid A Bid Amount "MORSE ROAD":

One Hundred Twenty-One Thousand One Hundred Ninety-Nine Dollars and No Cents

Bid B Bid Amount "DALE ROAD":

Two Hundred Thirty-Four Thousand Six Hundred Thirty-Nine Dollars and Thirty Cents

Bid C Bid Amount "SILVER Avenue":

Sixty-Four Thousand One Hundred Ninety-Four Dollars and No Cents

Bid D Bid Amount "DONATI PARK ACCESS ROAD":

Fifty-Four Thousand Seven Hundred Forty-Two Dollars and No Cents

Bid E Bid Amount "DPW ACCESS YARD":

Twenty Thousand Five Hundred Eighty-Four Dollars

TOTAL PART'S A, B, C, D, E, G and H – Bid Amount: \$495,358.30

Four Hundred Ninety-Five Thousand Three Hundred Fifty-Eight Dollars and Thirty Cents

DATE SUBMITTED: 6/9/2020

RESPECTIVELY SUBMITTED: Brox Industries, Inc.

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Mark J. Nikitas, Marketing/Sales Manager

Print Representative's Name and Title
1471 Methuen Street, Dracut, MA 01826

Signature

Address / Street-City-Zip Code

978-454-9105 / mnikitas@broxindustries.com

Telephone Number and E-Mail Address

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.

PART A BID – Morse Road , 1675 Linear feet

Bid Sheet of Unit Prices – Page 12 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	4840	Reclaimed Stabilized Base Processed In Place 8 inch Deep One Dollars and Thirty Cents	\$ 1.30	\$ 6,292.00
403.11	TON	563	Bituminous Pavement Base course – Machine Method) 2 inch thickness Sixty Six Dollars and Fifty Cents	\$ 66.50	\$ 37,139.50
403.11	TON	250	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Sixty Six Dollars and Fifty Cents	\$ 66.50	\$ 16,625.00
604	LS	19	Lower and Raise Sewer Manhole Covers Five Hundred Fifty Dollars and Zero Cents	\$ 550.00	\$ 10,450.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Two Thousand Dollars and Zero Cents	\$ 2,000.00	\$ 2,000.00
618.7	Hr.	60	Traffic Flaggers - Certified Thirty Seven Dollars and Zero Cents	\$ 37.00	\$ 2,220.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Two Thousand Two Hundred Dollars and Zero Cents	\$ 2,200.00	\$ 2,200.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part A BID AMOUNT: \$ 82,226.50 ✓
(NUMERALS)

Part A BID AMOUNT:
Eighty Two Thousand Two Hundred Twenty Six Dollars and Fifty Cents
(WRITE OUT IN WORDS)

PART B BID – Silver Avenue, 850 Linear feet

Bid Sheet of Unit Prices – Page 13 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep One Dollars and Thirty Cents	\$ 1.30	\$ 1,964.30
403.11	TON	176	Bituminous Pavement Base course – Machine Method) 2 inch thickness Sixty Six Dollars and Fifty Cents	\$ 66.50	\$ 11,704.00
403.11	TON	88	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Sixty Six Dollars and Fifty Cents	\$ 66.50	\$ 5,852.00
604	LS	6	Lower and Raise Sewer Manhole Covers Five Hundred Fifty Dollars and Zero Cents	\$ 550.00	\$ 3,300.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic One Thousand Dollars and Zero Cents	\$ 1,500.00	\$ 1,500.00
618.7	Hr.	60	Traffic Flaggers - Certified Thirty Seven Dollars and Zero Cents	\$ 37.00	\$ 2,220.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items One Thousand Seven Hundred Dollars and Zero Cents	\$ 1,700.00	\$ 1,700.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part C BID AMOUNT: \$ 33,240.30

(NUMERALS)

Part CBID AMOUNT:

Thirty Three Thousand Two Hundred Forty Dollars and Thirty Cents

(WRITE OUT IN WORDS)

PART C BID – Dale Road , 4790 Linear feet**Bid Sheet of Unit Prices – Page 14 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	12775	Reclaimed Stabilized Base Processed In Place 8 inch Deep One Dollars and Thirty Cents	\$ 1.30	\$ 16,607.50
403.11	TON	1485	Bituminous Pavement Base course – Machine Method) 2 inch thickness Sixty Six Dollars and Fifty Cents	\$ 66.50	\$ 98,752.50
403.11	TON	743	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Sixty Six Dollars and Fifty Cents	\$ 66.50	\$ 49,409.50
604	LS	22	Lower and Raise Sewer Manhole Covers Five Hundred Fifty Dollars and Zero Cents	\$ 550.00	\$ 12,100.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Three Thousand Dollars and zero Cents	\$3,000.00	\$ 3,000.00
618.7	Hr.	60	Traffic Flaggers - Certified Thirty Seven Dollars and Zero Cents	\$ 37.00	\$ 2,220.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Three Thousand Six Hundred Dollars and Zero Cents	\$ 3,600.00	\$ 3,600.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part B BID AMOUNT: \$ 190,589.50**(NUMERALS)****Part B BID AMOUNT:****One Hundred Ninety Thousand Six Hundred Eighty Nine Dollars and Fifty Cents****(WRITE OUT IN WORDS)**

PART D BID – Donati Park Access Road, 680 Linear feet**Bid Sheet of Unit Prices – Page 16 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep <u>One</u> Dollars and <u>Thirty</u> Cents	\$ 1.30	\$ 1,964.30
403.11	TON	141	Bituminous Pavement Base course – Machine Method) 2 inch thickness <u>Sixty Six</u> Dollars and <u>Fifty</u> Cents	\$ 66.50	\$ 9,376.50
403.11	TON	70	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method <u>Sixty Six</u> Dollars and <u>Fifty</u> Cents	\$ 66.50	\$ 4,655.00
604	LS	0	Lower and Raise Sewer Manhole Covers <u>Five Hundred Fifty</u> Dollars and <u>Zero</u> Cents	\$ 550.00	\$ 0.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>One Thousand</u> Dollars and <u>Zero</u> Cents	\$ 1,500.00	\$ 1,500.00
618.7	Hr.	60	Traffic Flaggers - Certified <u>Thirty Seven</u> Dollars and <u>Zero</u> Cents	\$ 37.00	\$ 2,220.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Two Thousand</u> Dollars and <u>Zero</u> Cents	\$ 2,500.00	\$ 2,500.00
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Five Thousand</u> Dollars and <u>00</u> Cents	\$5,000	\$5,000

Part D BID AMOUNT: \$ 27,215.80 ✓

(NUMERALS)

Part D BID AMOUNT:

Twenty Seven Thousand Two Hundred Fifteen Dollars and Eighty Cents

(WRITE OUT IN WORDS)

PART E BID – DPW Access YARD, 856 SY and 467 SY

Bid Sheet of Unit Prices – Page 16 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
403.11	TON	99	Bituminous Pavement Base course – Machine Method) 2 inch thickness 856 SY Sixty Six Dollars and Fifty Cents	\$ 66.50	\$ 6,583.50
403.11	TON	54	Bituminous Pavement Base course – Machine Method) 2 inch thickness 467 SY Sixty Six Dollars and Fifty Cents	\$ 66.50	\$ 3,591.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$1,000	\$1,000

Part E BID AMOUNT: \$ 11,174.50

(NUMERALS)

Part E BID AMOUNT: Eleven Thousand One Hundred Seventy Four Dollars and Fifty Cents

(WRITE OUT IN WORDS)

Bid A Bid Amount "MORSE ROAD":

\$ 82,226.50 Eighty Two Thousand Two Hundred Twenty Six Dollars and Fifty Cents

Bid B Bid Amount "DALE ROAD":

\$ 33,240.30 Thirty Three Thousand Two Hundred Forty Dollars and Thirty Cents

Bid C Bid Amount "SILVER Avenue":

\$ 190,689.50 One Hundred Ninety Thousand Six Hundred Eighty Nine Dollars and Fifty Cents

Bid D Bid Amount "DONATI PARK ACCESS ROAD":

\$ 27,215.80 Twenty Seven Thousand Two Hundred Fifteen Dollars and Eighty Cents

Bid E Bid Amount "DPW ACCESS YARD":

\$ 11,174.50 Eleven Thousand One Hundred Seventy Four Dollars and Fifty Cents

TOTAL PART's A, B, C, D, E, G and H – Bid Amount: \$ 344,546.60

Three Hundred Forty Four Thousand Five Hundred Forty Six Dollars and Sixty Cents

DATE SUBMITTED: June 9, 2020

RESPECTIVELY SUBMITTED: GMI Asphalt, LLC

(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Jeff Perry - Operations Manager

Print Representative's Name and Title

288 Laconia Road, Belmont, NH 03220

Address / Street-City-Zip Code

(603) 524-0200

Telephone Number and E-Mail Address

Signature

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.

PART A BID - Morse Road, 1675 Linear feet

Bid Sheet of Unit Prices - Page 12 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	4840	Reclaimed Stabilized Base Processed In Place 8 inch Deep <i>three</i> Dollars and <i>seventy</i> Cents	3.70	17,908.00
403.11	TON	563	Bituminous Pavement Base course - Machine Method 2 inch thickness <i>Sixty eight</i> Dollars and <i>twenty</i> Cents	68.25	38,424.75
403.11	TON	250	Permanent Bituminous Wearing Course 1 inch thickness - Machine Method <i>Seventy two</i> Dollars and <i>zero</i> Cents	72.00	18,000.00
604	LS	19	Lower and Raise Sewer Manhole Covers <i>forty one</i> Dollars and <i>zero</i> Cents	41.00	779.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <i>Five hundred</i> Dollars and <i>zero</i> Cents	500.00	500.00
618.7	Hr.	60	Traffic Flaggers - Certified <i>thirty two</i> Dollars and <i>fifty</i> Cents	32.50	1950.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <i>two hundred</i> Dollars and <i>zero</i> Cents	250.00	250.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part A BID AMOUNT: 89,822.75 ✓
(NUMERALS)

Part A BID AMOUNT: Eighty nine thousand eight hundred twenty two 75/100
(WRITE OUT IN WORDS)

PART B BID - Silver Avenue - 850 Linear feet

Bid Sheet of Unit Prices - Page 13 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep <i>Four</i> Dollars and <i>ten</i> Cents	<i>4.10</i>	<i>6195.10</i>
403.11	TON	176	Bituminous Pavement Base course - Machine Method 2 inch thickness <i>twenty</i> <i>sixty eight</i> Dollars and <i>five</i> Cents	<i>68.25</i>	<i>12,012.00</i>
403.11	TON	88	Permanent Bituminous Wearing Course 1 inch thickness - Machine Method <i>Seventy two</i> Dollars and <i>two</i> Cents	<i>72.00</i>	<i>6336.00</i>
604	LS	6	Lower and Raise Sewer Manhole Covers <i>four</i> <i>four hundred</i> Dollars and <i>200</i> Cents	<i>410.00</i>	<i>2460.00</i>
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <i>five</i> <i>five hundred</i> Dollars and <i>zero</i> Cents	<i>500.00</i>	<i>500.00</i>
618.7	Hr.	60	Traffic Flaggers - Certified <i>thirty two</i> <i>thirty two</i> Dollars and <i>fifty</i> Cents	<i>32.50</i>	<i>1950.00</i>
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <i>two hundred</i> <i>two hundred</i> Dollars and <i>zero</i> Cents	<i>250.00</i>	<i>250.00</i>
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part C BID AMOUNT: 34,703.10 ✓
(NUMERALS)

Part C BID AMOUNT:
Thirty four thousand seven hundred three dollars
(WRITE OUT IN WORDS)

PART C BID - Dole Road, 4790 Linear feet

Bid Sheet of Unit Prices - Page 14 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	12775	Reclaimed Stabilized Base Processed In Place 8 inch Deep <i>Three</i> Dollars and <i>seventy</i> Cents	3.70	47,267.50
403.11	TON	1485	Bituminous Pavement Base course - Machine Method) 2 inch thickness <i>Sixty eight</i> Dollars and <i>twenty</i> Cents	68.25	101,351.25
403.11	TON	743	Permanent Bituminous Wearing Course 1 inch thickness - Machine Method <i>Seventy two</i> Dollars and <i>zero</i> Cents	72.00	53,496.00
604	LS	22	Lower and Raise Sewer Manhole Covers <i>Four hundred</i> Dollars and <i>zero</i> Cents	410.00	9020.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <i>Five hundred</i> Dollars and <i>zero</i> Cents	500.00	500.00
618.7	Hr.	60	Traffic Flaggers - Certified <i>Thirty two</i> Dollars and <i>fifty</i> Cents	32.50	1950.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <i>Two hundred</i> Dollars and <i>zero</i> Cents	250.00	250.00
1001	LS	1	Contingencies as Ordered and Approved by Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part B BID AMOUNT: \$1218,834.75 ✓
(NUMERALS)

Part B BID AMOUNT: Two hundred eighteen thousand eight hundred thirty four dollars seventy five cents
(WRITE OUT IN WORDS)

PART D BID – Donati Park Access Road , 680 Linear feetBid Sheet of Unit Prices – Page 16 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep four Dollars and ten Cents	4.10	6415.10
403.11	TON	141	Bituminous Pavement Base course – Machine Method 1 2 inch thickness twenty Sixty eight Dollars and five Cents	68.25	9623.25
403.11	TON	70	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Seventy two Dollars and zero Cents	72.00	5040.00
604	LS	0	Lower and Raise Sewer Manhole Covers four four Dollars and zero Cents	410.00	0.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Five hundred Dollars and zero Cents	500.00	500.00
618.7	Hr.	60	Traffic Flaggers Certified Thirty two Dollars and fifty Cents	32.50	1950.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Two two hundred fifty Dollars and zero Cents	250.00	250.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part D BID AMOUNT:

28558.35 ✓
(NUMERALS)

Part D BID AMOUNT:

Twenty eight thousand five hundred fifty eight dollars thirty five cents
(WRITE OUT IN WORDS)

PART E BID - DPW Access YARD, 856 SY and 467 SY

Bid Sheet of Unit Prices - Page 16 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
403.11	TON	99	Bituminous Pavement Base course - Machine Method) 2 inch thickness 856 SY Dollars and Cents	86.50	8,563.50
403.11	TON	54	Bituminous Pavement Base course - Machine Method) 2 inch thickness 467 SY Dollars and Cents	92.75	5,008.50
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$1,000	\$1,000

Part E BID AMOUNT: 14,572.00

(NUMERALS)

Part E BID AMOUNT: Fourteen thousand five hundred seventy two dollars zero cents

(WRITE OUT IN WORDS)

Bid A Bid Amount "MORSE ROAD":

\$89,822.75

Bid B Bid Amount "DALE ROAD":

\$218,834.75

Bid C Bid Amount "SILVER Avenue":

\$34,703.10

Bid D Bid Amount "DONATI PARK ACCESS ROAD":

ED \$28,626.40 28,558.35

Bid E Bid Amount "DPW ACCESS YARD":

\$14,572.00

TOTAL PART's A, B, C, D, E, G and H - Bid Amount:

\$386,490.95

DATE SUBMITTED: 6/9/2020

RESPECTIVELY SUBMITTED: Pavex Inc

William Brox (PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

President Signature William Brox, President

635 Lowell St., Methuen MA 01844

(978) 794-1080 ed.pavexinc@aol.com

Address / Street-City-Zip Code

Telephone Number and E-Mail Address

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.

PART A BID - Morse Road, 1675 Linear feet

Bid Sheet of Unit Prices - Page 12 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	4840	Reclaimed Stabilized Base Processed In Place 8 inch Deep one Dollars and fifty Cents	1.50	7260.00
403.11	TON	563	Bituminous Pavement Base course - Machine Method) 2 inch thickness Sixty Eight Dollars and zero Cents	68.00	38,284.00
403.11	TON	250	Permanent Bituminous Weaving Course 1 inch thickness - Machine Method Sixty Eight Dollars and zero Cents	68.00	17,000.00
604	LS	19	Lower and Raise Sewer Manhole Covers Four hundred Dollars and zero Cents	440.00	8,360.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Four thousand three hundred Dollars and zero Cents	4,300.00	4,300.00
618.7	Hr.	60	Traffic Flaggers - Certified Thirty seven Dollars and zero Cents	37.00	2,200.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items two thousand Dollars and zero Cents	2,000.00	2,000.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part A BID AMOUNT: ~~79,424.00~~ 84,424.00 (corrected)
(NUMERALS)

Part A BID AMOUNT:
Seventy nine thousand four hundred and twenty four dollars and zero cents
(WRITE OUT IN WORDS)

PART B BID – Silver Avenue, 850 Linear feet**Bid Sheet of Unit Prices – Page 13 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Recaptured Stabilized Base Processed In Place 8 inch Deep One Dollars and Fifty Cents	1.50	2,266.50
403.11	TON	175	Bituminous Pavement Base course – Machine Method) 2 inch thickness Sixty eight Dollars and zero Cents	68.00	11,986.00
403.11	TON	88	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Sixty eight Dollars and zero Cents	68.00	5,984.00
604	LS	6	Lower and Raise Sewer Manhole Covers Four hundred and forty Dollars and zero Cents	440.00	2,640.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Two thousand Five hundred Dollars and zero Cents	2,500.00	2,500.00
618.7	Hr.	60	Traffic Flaggers - Certified Thirty seven Dollars and zero Cents	37.00	2,220.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Two thousand Dollars and zero Cents	2,000.00	2,000.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part C BID AMOUNT: ~~\$29,578.50~~ \$34,578.50 (corrected)
(NUMERALS)

Part CBID AMOUNT:
Twenty nine thousand five hundred and seventy eight dollars and fifty cents
(WRITE OUT IN WORDS)

PART C BID -- Dale Road , 4790 Linear feet

Bid Sheet of Unit Prices -- Page 14 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	12775	Reclaimed Stabilized Base Processed In Place 8 inch Deep One Dollars and Fifty Cents	1.50	19,162.50
403.11	TON	1485	Bituminous Pavement Base course Machine Method) 2 inch thickness Sixty eight Dollars and zero Cents	68.00	100,980.00
403.11	TON	743	Permanent Bituminous Wearing Course 1 inch thickness -- Machine Method Sixty eight Dollars and zero Cents	68.00	50,524.00
604	LS	22	Lower and Raise Sewer Manhole Covers Four hundred and forty Dollars and zero Cents	440.00	9,680.00
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Six thousand Dollars and zero Cents	6,000.00	6,000.00
618.7	Hr.	60	Traffic Flaggers - Certified Thirty seven Dollars and zero Cents	37.00	2,220.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Two Thousand Dollars and zero Cents	2,000.00	2,000.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part B BID AMOUNT: ~~\$190,566.50~~ \$195,566.50 (corrected)
(NUMERALS)

Part B BID AMOUNT:
One hundred thousand five hundred and sixty six dollars and fifty cents
(WRITE OUT IN WORDS)

PART D BID – Donati Park Access Road , 680 Linear feet**Bid Sheet of Unit Prices -- Page 16 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep <u>One</u> Dollars and <u>fifty</u> Cents	1.50	2,266.50
403.11	TON	141	Bituminous Pavement Base course – Machine Method) 2 inch thickness <u>Sixty eight</u> Dollars and <u>zero</u> Cents	68.00	9,588.00
403.11	TON	70	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method <u>Sixty eight</u> Dollars and <u>zero</u> Cents	68.00	4,760.00
604	LS	0	Lower and Raise Sewer Manhole Covers <u>0</u> Dollars and <u>00</u> Cents	440.00	0
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic <u>Two thousand five hundred</u> Dollars and <u>zero</u> Cents	2,500.00	2,500.00
618.7	Hr.	60	Traffic Flaggers - Certified <u>Thirty seven</u> Dollars and <u>zero</u> Cents	37.00	2,220.00
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items <u>Twelve hundred</u> Dollars and <u>zero</u> Cents	1,200.00	1,200.00
1001	LS	1	Contingencies as Ordered and Approved By Town <u>Five Thousand</u> Dollars and <u>00</u> Cents	\$5,000	\$5,000

Part D BID AMOUNT: ~~\$22,534.50~~ \$27,534.50 (corrected)
(NUMERALS)

Part D BID AMOUNT:
Twenty two thousand five hundred and thirty four dollars and fifty cents
(WRITE OUT IN WORDS)

PART E BID – DPW Access YARD, 856 SY and 467 SY

Bid Sheet of Unit Prices – Page 16 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
403.11	TON	99	Bituminous Pavement Base course – Machine Method) 2 inch thickness 856 SY One hundred Dollars and zero Cents	100.00	9,900.00
403.11	TON	54	Bituminous Pavement Base course – Machine Method) 2 inch thickness 467 SY One hundred and forty Dollars and zero Cents	140.00	7,560.00
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$1,000	\$1,000

Part E BID AMOUNT: ~~\$17,460.00~~ \$18,460.00 (corrected)

(NUMERALS)

Part E BID AMOUNT: Seventeen thousand four hundred and sixty dollars and zero cents

(WRITE OUT IN WORDS)

Bid A Bid Amount "MORSE ROAD":

~~Seventy nine thousand four hundred twenty four dollars and zero cents~~ \$84,424.00 (corrected)

Bid B Bid Amount "DALE ROAD":

~~Twenty nine thousand five hundred and seventy eight dollars and fifty cents~~ \$34,578.50 (corrected)

Bid C Bid Amount "SILVER Avenue":

~~One hundred ninety thousand five hundred sixty six dollars and fifty cents~~ \$195,566.50 (corrected)

Bid D Bid Amount "DONATI PARK ACCESS ROAD":

~~Twenty two thousand five hundred and thirty four dollars and fifty cents~~ \$27,534.50 (corrected)

Bid E Bid Amount "DPW ACCESS YARD":

~~Seventeen thousand four hundred sixty dollars and zero cents~~ \$18,460.00 (corrected)

TOTAL PART's A, B, C, D, E, G and H – Bid Amount: ~~Three hundred and thirty nine thousand five hundred sixty three Dollars and fifty cents~~ \$339,563.50

\$360,563.50 (corrected)

Bid #20-07 Hooksett 2020 Resurfacing

Page 16

DATE SUBMITTED: 6/9/2020

RESPECTIVELY SUBMITTED: Pike Industries Inc.
(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Chris Matheson Sales	_____
Print Representative's Name and Title	Signature
48 Hackett Hill Rd Hooksett NH	_____
Address / Street-City-Zip Code	
603-312-3695 cmatheson@pikeindustries.com	_____
Telephone Number and E-Mail Address	

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.

Evelyn Horn

From: Matheson, Chris J (Pike Industries) <cmatheson@pikeindustries.com>
Sent: Friday, July 17, 2020 10:41 AM
To: Evelyn Horn
Cc: Earl Labonte
Subject: RE: [EXT] Town of Hooksett - 2020 Resurfacing

Hi Evelyn, to follow up on our conversation. The totals on the bid document are incorrect. In the bid we unintentionally did not add the towns contingency line items to the total bid price. That said the true total for all work including the contingencies is 360,563.50.

We apologize for any inconvenience this may cause. As it is stated in the bid document you reserve the right to award as is the best interest of the town. Although we may not be low bidder at this point, we hope you will consider the following when making your decision. Pike has a long history of quality workmanship done professionally and with a focus on safety for both our employees and the traveling public, we stand behind our product and we are also a supportive member of the Hooksett community.

Thank you, please do not hesitate to reach out to discuss.

Chris Matheson
603-312-3695

From: Evelyn Horn <EHorn@hooksett.org>
Sent: Thursday, July 16, 2020 10:33 AM
To: Matheson, Chris J (Pike Industries) <cmatheson@pikeindustries.com>
Cc: Earl Labonte <ELabonte@hooksett.org>
Subject: [EXT] Town of Hooksett - 2020 Resurfacing

Good Morning,

I am pleased to inform you that you have been awarded the 2020 Resurfacing bid for the Town of Hooksett.

Attached please find the contract for this project. Please sign and e-mail the executed contract back to me.

Thank you and congratulations.

Evelyn



Evelyn Horn
Administrative Assistant
Department of Public Works

Town of Hooksett



May 2020

Prepared by:
DEPARTMENT OF PUBLIC WORKS
35 MAIN STREET
HOOKSETT, NH 03106
(603) 485-8471

REQUEST FOR BIDS

HOOKSETT 2020 RESURFACING
Bid #20-07

Acceptance Date: 12:30 PM, Tuesday, June 9, 2020

Sealed bid proposals, plainly marked, "Hooksett 2020 RESURFACING Bid #20-07" on the outside of the mailing envelope as well as the sealed bid envelope, address to Administration Department - Hooksett Town Hall; 35 Main Street; Hooksett, New Hampshire 03106 will be accepted until Tuesday June 9, 2020 at 12:30 pm when all bids will be publicly opened and read aloud.

This bid is for: 2020 Resurfacing to: Morse Road; Silver Avenue; Dale Road; Donati Park Access Road; DPW Yard Access;

Bid packages may be obtained from the town's web site: www.hooksett.org, or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

The Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

HOOKSETT 2020 RESURFACING
Bid #20-07

Contract Documents – Town of Hooksett 2020 RESURFACING

Introduction

The Town of Hooksett is seeking bids to perform Resurfacing to: 1,675 lf Morse Road; 4,790 lf Dale Road; 850 lf Silver Avenue; 680 lf Donati Park Access Road; 856 SY and 467 SY DPW Access Yard.

Scope of Work

These Resurfacing are described as follows:

1. Bid Part A – Morse Road: Reclaimed Stabilized Base (4,840 SY) and 813 tons of bituminous pavement (base and wearing courses) 1675 lf and 19 sewer manholes/basins, Water valves.
2. Bid Part B – Silver Avenue: Reclaimed Stabilized Base (1,511 SY) and 264 tons of bituminous pavement (base and wearing courses) 850 lf and 6 sewer manholes/basins, Water valves.
3. Bid Part C – Dale Road: Reclaimed Stabilized Base (12,776 SY) and 2,228 tons of bituminous pavement (base and wearing courses) 4,790 lf and 22 sewer manholes/basins, Water valves.
4. Bid Part D – Donati Park Access Road: Reclaimed Stabilized Base (1,511 SY) and 211 tons of bituminous pavement (base and wearing courses) 680lf.
5. Bid Part E DPW Access Road: 750 tons of bituminous pavement (base) 856 SY and 467 SY.

The Town may elect to award any or all of the parts listed depending upon available of funds and whatever is in the best interests of the Town.

Contract Requirements:

A typical Standard Contract is attached to this Request for Bids. The contractor shall provide at the time of the contract signing Performance and Payment Bonds and a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. The Town will retain 10% of the contract amount until after final contract is completed and will retain 2% of the contract amount for the one-year warranty period. The bidder shall provide a construction schedule at the time of the preconstruction meeting.

The Contractor, at the time of the preconstruction meeting, will be responsible to provide a detailed approach to complete the project including the staging area as part of the contract. In addition the Contractor shall complete a Town Excavation Permit prior to the start of construction for each street. The application fee will be waived for the Contractor.

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

Vendor Qualifications

The Bidder shall list qualifications and financial stability and references on similar projects.

Criteria for Reviewing Proposals

In reviewing proposals, the Town will carefully weigh the following in making a determination which bid to award which will be in the best interests of the TOWN:

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

Bids shall be valid for a 60 day period after date of the bid opening. It is expected that a contract approval will be made by June 13, 2020 allowing the contract approval and start of construction date to be effective July 1, 2020 depending upon the available of funding and whatever is in the best interests of the Town.

Construction Schedule and Completion

The Resurfacing shall start after June 30, 2020 and shall be complete by October 19, 2020.

Construction work shall be limited to Monday to Friday, 7:00 am to 5:00 pm excluding holidays.

Submission

Pricing must be inclusive, clear and concise, including such other information as requested or required. Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP "Bid 20-07 Hooksett 2020 RESURFACING". Proposals must be received by the Town of Hooksett ON or BEFORE THE HOUR SPECIFIED ON THE ACCEPTANCE DATE. Proposals may be either mailed or hand delivered to the Town Hall, 35 Main Street, Hooksett, NH 03106, Attn: Town Administrator.

Inquiries

Inquiries pertaining to the Request for Proposal must cite the RFP title and acceptance date and be directed to Public Works Director Earl LaBonte at elabonte@hooksett.org

Competition

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

Reservation of Rights

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

Firm Pricing

Proposed fees must be firm for the Town acceptance for 60 days from acceptance date of proposals.

Pricing must be inclusive, clear and concise, including such other information as requested or required.

Insurance

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

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

Items Addressed

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

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

Submission

The proposal container must be completely and properly identified. The face of the container shall be marked "**Hooksett 2020 RESURFACING Bid #20-07**"

Prospective bidders must monitor the Town's website for any addendums.

Prospective bidders must monitor the Town's website for any addendums.

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

LATE BIDS WILL NOT BE ACCEPTED

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TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

In Re: Project: #20-07 Hooksett 2020 RESURFACING

THIS CONTRACT AGREEMENT is made and entered into at Hooksett, NH this ___th 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 #20-07 Hooksett 2020 RESURFACING" 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 RFP's proposed Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

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 estimate of the percentage of the Contract performed, less 10% to be retained until the completion of CONTRACTOR's work and approval thereof by the TOWN. Completion shall be defined as completion of the final overlay, paint stripping and establishment of grass in 2020. Retention's shall be paid to CONTRACTOR within 30 days after CONTRACTOR's work has been completed and approved by the TOWN and upon the receipt of a one-year Warranty (see item 8 below). No payments other than on or about the 15th of each month unless expressly provided for here. A 2% retainage shall be held by the Town for the one-year warranty period.

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.

7. **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.

8. **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.

9. **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.

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

11. **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 is to ascertain their compliance with these applicable safety provisions. Notwithstanding the foregoing, 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.

12. **INSURANCE AND LICENSE INFO:**

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

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

14. **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 October 19, 2020. Work shall be performed Monday to Friday, 7 am to 5 pm only, excluding holidays. Weekend work shall not be permitted.

15. **BOND:** The CONTRACTOR shall provide a Performance Bond and a Payment Bond as part of this contract agreement.

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

This Contract is accepted:

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

Address: _____

Telephone: _____ Fax#: _____ Mobil#: _____

Town of Hooksett, NH, 35 Main Street 03106

By: _____

Town Administrator 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, canceled or not renewed with less than thirty (30) day 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 Contractor's
authorized representative

Name (print or type)

Name (print or type)

Town Administrator/ (603)-485-8472

Title/Telephone number

PART A BID – Morse Road , 1675 Linear feet**Bid Sheet of Unit Prices – Page 12 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
305.108	S.Y.	4840	Reclaimed Stabilized Base Processed In Place 8 inch Deep Dollars and _____ Cents		
403.11	TON	563	Bituminous Pavement Base course – Machine Method) 2 inch thickness Dollars and _____ Cents		
403.11	TON	250	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Dollars and _____ Cents		
604	LS	19	Lower and Raise Sewer Manhole Covers Dollars and _____ Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic _____ Dollars and _____ Cents		
618.7	Dr.	60	Traffic Flaggers - Certified Dollars and _____ Cents		
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Dollars and _____ Cents		
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part A BID AMOUNT: _____
(NUMERALS)Part A BID AMOUNT: _____
(WRITE OUT IN WORDS)

PART B BID – Silver Avenue , 850 Linear feet**Bid Sheet of Unit Prices – Page 13 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep Dollars and Cents		
403.11	TON	176	Bituminous Pavement Base course – Machine Method) 2 inch thickness Dollars and Cents		
403.11	TON	83	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Dollars and Cents		
604	LS	6	Lower and Raise Sewer Manhole Covers Dollars and Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Dollars and Cents		
618.7	Hr.	60	Traffic Flaggers - Certified Dollars and Cents		
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Dollars and Cents		
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part C BID AMOUNT: _____
(NUMERALS)Part CBID AMOUNT: _____
(WRITE OUT IN WORDS)

PART C BID – Dale Road , 4790 Linear feet**Bid Sheet of Unit Prices – Page 14 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	12775	Reclaimed Stabilized Base Processed In Place 8 inch Deep Dollars and Cents		
403.11	TON	1485	Bituminous Pavement Base course – Machine Method) 2 inch thickness Dollars and Cents		
403.11	TON	743	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method Dollars and Cents		
604	LS	22	Lower and Raise Sewer Manhole Covers Dollars and Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Dollars and Cents		
618.7	Hr.	60	Traffic Planners - Certified Dollars and Cents		
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Dollars and Cents		
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part B BID AMOUNT: _____
(NUMERALS)Part B BID AMOUNT: _____
(WRITE OUT IN WORDS)

PART D BID – Donati Park Access Road , 680 Linear feet**Bid Sheet of Unit Prices – Page 16 of 27**

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
306.108	S.Y.	1511	Reclaimed Stabilized Base Processed In Place 8 inch Deep Dollars and Cents		
403.11	TON	141	Bituminous Pavement Base course - Machine Method) 2 inch thickness Dollars and Cents		
403.11	TON	70	Permanent Bituminous Wearing Course 1 inch thickness - Machine Method Dollars and Cents		
604	LS	0	Lower and Raise Sewer Manhole Covers Dollars and Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic Dollars and Cents		
618.7	Hr.	60	Traffic Flaggers - Certified Dollars and Cents		
692	LS	1	Mobilization & Clean Up including dust control, and all other Miscellaneous Items Dollars and Cents		
1001	LS	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$5,000	\$5,000

Part D BID AMOUNT: _____
(NUMERALS)Part D BID AMOUNT: _____
(WRITE OUT IN WORDS)

PART E BID – DPW Access YARD, 856 SY and 467 SY

Bid Sheet of Unit Prices – Page 16 of 27

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

ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DESCRIPTION	UNIT BID PRICE	TOTAL
403.11	TON	99	Bituminous Pavement Base course – Machine Method) 2 inch thickness 856 SY Dollars and Cents		
403.11	TON	54	Bituminous Pavement Base course – Machine Method) 2 inch thickness 467 SY Dollars and Cents		
1001	L.S	1	Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents	\$1,000	\$1,000

Part E BID AMOUNT: _____
(NUMERALS)

Part E BID AMOUNT: _____
(WRITE OUT IN WORDS)

Bid A Bid Amount "MORSE ROAD":

Bid B Bid Amount "DALE ROAD":

Bid C Bid Amount "SILVER Avenue":

Bid D Bid Amount "DONATI PARK ACCESS ROAD":

Bid E Bid Amount "DPW ACCESS YARD":

TOTAL PART's A, B, C, D, E, G and H – Bid Amount: _____

DATE SUBMITTED: _____

RESPECTIVELY SUBMITTED: _____
(PLEASE PRINT BIDDER / CONTRACTOR'S NAME)

Print Representative's Name and Title

Signature

Address / Street-City-Zip Code

Telephone Number and E-Mail Address

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

Notes to Bidders:

- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.

Town Council

STAFF REPORT



To: Town Council
Title: Proposed Charter Amendment
Meeting: Town Council - 26 Aug 2020
Department: Administration
Staff Contact: Nick Germain, Project Coordinator

FINANCIAL IMPACT:

Legal fees

POLICY IMPLICATIONS:

- Changes start and end dates for elected positions, or appointments meant to fill term gaps in elected positions, if implemented
- A previous council already recently put an amendment to the same section that came into effect 2019 that aligned all elected terms to July 1st.
- May have to consult with legal counsel if there are any complications regarding existing elected terms
- Currently unknown what other elected officials would think about these changes

RECOMMENDATION:

If Council chooses to go forward with this they should do so immediately or as soon as possible. Staff will then send draft language that achieves desired outcomes to the town's legal counsel. After approval of draft language, staff will immediately set up the required public hearing at the soonest possible date.

SUGGESTED MOTION:

None

TOWN ADMINISTRATOR'S RECOMMENDATION:

Charter amendment to be discussed.

Town Council
STAFF REPORT



To: Town Council
Title: Accept \$32,462.53 in grant funding from the CARES Act funding for elections support.
Meeting: Town Council - 26 Aug 2020
Department: Town Clerk's Office
Staff Contact: Todd Rainier, Town Clerk

BACKGROUND INFORMATION:

NH Secretary of State has received a grant through the federal CARES Act funding to distribute to NH towns. The NH Secretary of State has received approval from the Federal Election Commission to establish a standard statewide rate for reimbursement of funds to NH towns based upon the difference of absentee ballots received in September and November of 2020 over the quantity received in September and November of 2016. The town will be responsible for 20% and the state will reimburse 80%. The ratio is built into the reimbursement rate. Council must appoint an individual to sign the application before submitting.

FINANCIAL IMPACT:

Grant total \$32,463.53

RECOMMENDATION:

See motions below.

SUGGESTED MOTION:

- Motion to waive Town Council rules of procedure and vote same night as public hearing.
- Motion to accept the CARES grant awarded in the amount of \$32,463.53 to the Town of Hooksett for the
Town elections per RSA 31:95-b III (a).
- Motion to have the Council Chair sign the Certificate of Authority for the Town Administrator to sign the contract

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Notice of Grant CARES Act](#)

NEW HAMPSHIRE DEPARTMENT OF STATE

William M. Gardner
Secretary of State



Robert P. Ambrose
Senior Deputy Secretary of State

David M. Scanlan
Deputy Secretary of State

August 10, 2020

To the Election Officers of New Hampshire and the Governing Bodies of New Hampshire Towns and Cities and unincorporated places:

We are pleased to provide this Notice of Grant Opportunity for funding through the federal CARES Act for the election. The attached document explains how cities, towns and unincorporated places can obtain partial reimbursement for qualified expenses of carrying out the upcoming September 8, 2020 state primary and November 3, 2020 general election.

This grant program provides 3 million dollars of CARES Act funding for the upcoming elections to New Hampshire's cities, towns and unincorporated places. The grant allocates to each city, town and unincorporated place a maximum amount that is proportional to that town or city's share of the total votes cast in the 2016 primary and general election. Federal law and regulation requires extensive agreements and documentation to receive a sub-grant of federal funds. We are striving to make the process as simple as possible. BerryDunn, an accounting firm, has extensive experience with federal grant funds. They will assist you with this process.

The federal Election Assistance Commission has just approved use of a Statewide Standard Cost Rate for additional absentee ballots as a basis for making reimbursements. This substitute procedure for documenting the local expense of absentee ballot processing above the level in the most recent similar elections requires only that each town and city report the total absentee ballots sent out and the total cast at each federal election. Provided the number of additional absentee ballots in your town or city supports reimbursing your full allocation, you will not need to submit additional documentation to the state.

BerryDunn and my office are presenting a webinar to explain the grant program on Wednesday August 12th, starting at 2:00 PM. Register to attend Wednesday's webinar at this link:

<https://zoom.us/join/joinMeeting/register/tjwrde2trjwrGtMZqG9aeikBcfw33ZGJhJRy>

We repeat the webinar on Thursday August 13th at 11:00 AM. Register to attend Thursday's webinar at this link: https://zoom.us/join/joinMeeting/register/tJMqcOGhrz4uHdd4Ko_IN94t9xJh8QSQXoNI

Each webinar will be limited to the first 500 registrants. A recording of a webinar will be available for anyone unable to attend one of these sessions. BerryDunn has established a help line and e-mail address: (603) 518-2650, Vote@BerryDunn.com.

Sincerely,

William M. Gardner Secretary of State

State House Room 204, 107 N. Main St., Concord, NH 03301

Phone: 603-271-3242

Fax: 603-271-6316

TDD Access: Relay NH 1-800-735-2964

www.sos.nh.gov

email: elections@sos.nh.gov

NOTICE OF GRANT OPPORTUNITY

General Information

Document Type: Grants Notice

Funding Opportunity Number: DC20101CARES

Funding Opportunity Title: Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136)

Opportunity Category: Discretionary

Grant Type: Sub-Grant through the State of New Hampshire Secretary of State

Funding Instrument Type: Formula Grants

Category Explanation: The Coronavirus Aid, Relief and Economic Security (CARES) Act provided \$400 million to the Election Assistance Commission (EAC) to allocate to states, the District of Columbia and U.S. Territories “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” The CARES Act provided the funds to EAC under Section 101 of the Help America Vote Act (HAVA) which authorizes EAC to provide funds to states to “improve the administration of federal elections.” The EAC followed the requirements of Section 101 and allocated a portion the funds to the State of New Hampshire to address issues arising from the pandemic during the primary election in September 2020 and the general election in November 2020.

Expected Number of Sub-Awards: Up to 237

CFDA Number(s): 90.404

Cost Sharing or Matching Requirement: Yes

Version: 1

Posted Date: 8/10/2020

Last Updated Date: 8/10/2020

Original Closing Date for Applications: There is no application requirement under this opportunity. Cities, towns and unincorporated places will be required to return the signed Grant Agreement and required Certifications within 30 days of the “Posted Date” above.

Current Closing Date for Applications: There is no application requirement under this opportunity. Cities, towns and unincorporated places will be required to return the signed Grant Agreement and required Certifications within 30 days of the “Posted Date” above.

Estimated Total Program Funding:

Total Program Funding: Up to \$3,000,000

Award Ceiling: \$207,315.88

Award Floor: \$47.54

Eligibility

Eligible Applicants: Cities, Towns, and Unincorporated Places within New Hampshire

Additional Information on Eligibility The State of New Hampshire has received approval from the U.S. Election Assistance Commission (EAC) for the use of a Statewide Standard Cost Rate. Under the Statewide Standard Cost Rate, cities, towns and unincorporated places will be reimbursed a fixed rate for each absentee ballot mailed and/or processed for both the Primary election in September and the General Election in November in excess of the total number of ballots processed during the Primary and General elections in 2016. This rate will be based upon time studies determined by the Secretary of State.

Each city, town and unincorporated place will be allowed to claim funds up to a maximum based upon its proportionate share of the funds as defined by its relative share of the ballots cast in 2016.

Additional Information

Agency Name: New Hampshire Secretary of State

Grantor Contact Information: General Election Questions:
NHvotes@sos.nh.gov

Grant Related Questions:
Vote@berrydunn.com
(603) 518-2650

Additional Funding: The State of New Hampshire has also been awarded funds from the EAC under the 2020 HAVA Election Security Grant. Some funding may be distributed to the Cities, Towns and Unincorporated places under that award.

GRANT AGREEMENT

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Secretary of State		1.2 State Agency Address State House Room 204, 107 N. Main Street Concord, New Hampshire 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number DC20101CARES	1.7 Completion Date December 31, 2020	1.8 Price Limitation
1.9 Contracting Officer for State Agency David Scanlan		1.10 State Agency Telephone Number (603) 271-3242	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory David Scanlan, Deputy Secretary of State	

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached TERMS AND CONDITIONS which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in the TERMS AND CONDITIONS, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in the TERMS AND CONDITIONS which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials _____
Date _____

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing

in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached TERMS AND CONDITIONS. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which

shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in the TERMS AND CONDITIONS) shall control.

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

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

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached TERMS AND CONDITIONS are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Pages 5 of 5

Contractor Initials _____
Date _____

Instructions to complete the Grant Agreement

Line 1.3	This will be the specific City, Town or Unincorporated Place
Line 1.4	This will be the specific address of the City, Town or Unincorporated Place
Line 1.5	This will be the specific phone number of the City, Town or Unincorporated Place
Line 1.8	This will be the specific price maximum as defined on Attachment B
Line 1.11 + 1.12	This will be signed and dated by the person authorized to signed on behalf of the City, Town or Unincorporated Place by the governing body.
Line 1.13	This will be signed by the Deputy Secretary of State after the signed agreements are received from the respective City, Town or Unincorporated Place.

Please return the signed agreement to BerryDunn at Vote@berrydunn.com, no later than Friday, August 28, 2020. If the City, Town or Unincorporated Place does not wish to participate in the grant, please notify BerryDunn via email at Vote@berrydunn.com.

See the listing below for what is included in a completed signed agreement:

- Signed Form P-37
 - o This includes the pages of provisions that are dated and initialed
- Signed Attachment A
- Signed Attachment F
- Evidence that the City, Town or Unincorporated Place complied with RSA 31:95-b or RSA 21-P:43 concerning acceptance of unanticipated revenue. Municipalities using the designated signing authority option must also attach evidence demonstrating the authority to sign. This can be supported by providing copies of Board minutes.

TERMS AND CONDITIONS

The New Hampshire Secretary of State (NH SoS) hereby offers and agrees to pay eighty (80) percent of the allowable costs incurred “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” These funds are a sub-grant of the funds received by the NH SoS from the Election Assistance Commission (EAC) through the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136).

This Offer is made on and subject to the following terms and conditions:

CONDITIONS

- 1. Maximum Obligation.** See Attachment B for the maximum obligation of the State payable to each individual City, Town or Unincorporated Place under this Offer.
- 2. Period of Performance.** The CARES Act makes clear that states must spend all federal funds by December 31, 2020 or return any unspent funds as of that date to the U.S. Treasury. The project period on the Notice of Grant Award is March 28, 2020 through March 27, 2022. However, states cannot spend any federal funds on activities after December 31, 2020. The budget period for the federal funds ends on the Notice of Grant Award on December 31, 2020.
- 3. Ineligible or Unallowable Costs.** The State of New Hampshire has received approval from the U.S. Election Assistance Commission (EAC) for the use of a Statewide Standard Cost Rate. Under the Statewide Standard Cost Rate, Cities, Towns and Unincorporated Places will be reimbursed a fixed rate for each absentee ballot mailed and/or processed for those ballots that were processed in excess of the absentee ballots during 2016 for both the Primary election in September and the General Election in November. This rate will be based upon time studies determined by the Secretary of State. See Attachment B for the listing of ballots mailed and ballots cast in 2016 for each individual City, Town and Unincorporated Place.
- 4. Indirect Costs.** There are no indirect costs allowable under the sub-grant.
- 5. Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the City, Town or Unincorporated Place.
- 6. Improper Use of Federal and State Funds.** The City, Town or Unincorporated Place must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. The City, Town or Unincorporated Place must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The City, Town or Unincorporated Place must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the City, Town or Unincorporated Place, in court or otherwise, involving the recovery of such Federal and State share require advance approval by the State.

7. System for Award Management (SAM) Registration and Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the City, Town or Unincorporated Place is exempted from this requirement under 2 CFR 25.110, the City, Town or Unincorporated Place must maintain the currency of its information in the SAM until the City, Town or Unincorporated Place submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the the City, Town or Unincorporated Place review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers: The City, Town or Unincorporated Place must provide its DUNS number as part of accepting the grant. If the City, Town or Unincorporated Place does not have a DUNS number, they should apply for such. DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (<https://www.dnb.com/duns-number/get-a-duns.html>).

8. Payment Requests. Payments will be made to Cities, Towns and Unincorporated Places through reimbursement requests. This requests will be due by Monday, September 14, 2020 for the Primary Election and Monday, November 9, 2020 for the General Election. See Attachment C for the reimbursement request and certification to be used for payment requests based on the approved the Statewide Standard Cost Rate. See also Attachment D for the instruction on completing the reimbursement requests.

9. Financial Reporting and Payment Requirements. The City, Town or Unincorporated Place will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

10. Buy American. Under SPE Memo SPE-2020-11, Supplement 2, the exception to Buy American has been extended through September 30, 2020. The U.S. General Services Administration has deemed that there is still not sufficient supply related to PPE to enforce the Buy American statue.

11. Maintenance of Records: In addition to the eligibility records specified above, the City, Town or Unincorporated Place covenants and agrees to maintain the following records during the Contract Period:

Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the City, Town or Unincorporated Place in the performance of the Contract, and all income received or collected by the City, Town or Unincorporated Place during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

12. Audit: Cities, Towns or Unincorporated Places are required to have an annual audit. If the City, Town or Unincorporated place expended over \$750,000, the report must be prepared in accordance with the provision of Office of Management and Budget 2 *CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

Audit and Review: During the term of this Contract and the period for retention hereunder, the State, the United States Election Assistance Commission, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the City, Town or Unincorporated Place that the City, Town or Unincorporated Place shall be held liable for any state or federal audit exceptions and shall return to the Secretary of State, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

13. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the City, Town or Unincorporated Place must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the State whenever the City, Town or Unincorporated Place: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

See Attachment E for instructions as to how to verify if an individual or vendor has been classified as Suspended or Debarred.

14. Trafficking in Persons. See Attachment A. This certification is to be signed and returned to the State with the Grant Agreement.

15. Americans with Disabilities Act. The City, Town or Unincorporated Place agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

16. Drug-Free Workplace Requirement. See Attachment F. This certification is to be signed and returned to the State with the Grant Agreement.

17. Environmental Tobacco Smoke. The City, Town or Unincorporated Place agrees to comply with the provisions of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

18. Availability of Funds. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the City, Town or Unincorporated Place notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

19. Effective Date. If the date for commencement precedes the Effective Date, all services performed by the City, Town or Unincorporated Place between the commencement date and the Effective Date shall be performed at the sole risk of the City, Town or Unincorporated Place and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.

20. Assignment of Interest. The City, Town or Unincorporated Place shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the City, Town or Unincorporated Place without the prior written consent of the State.

21. Other Sources of Federal Awards. There are other grant funds available to Cities, Towns or Unincorporated Places that can be used for expenditures related to the Elections. An example of these funds are the Governor's Office for Emergency Relief and Recovery Grants (GOFERR). If the specific Cities, Towns or Unincorporated is anticipating utilizing these funds for any Election related activities, please consult BerryDunn at Vote@berrydunn.com in advance of submitting any reimbursement requests in order to verify the appropriate use of such funds.

22. Signature Authority. The Cities, Towns or Unincorporated Places must attach evidence that they have complied with RSA 31:95-b or RSA 21-P:43 concerning acceptance of unanticipated revenue. Municipalities using the designated signing authority option must also attach evidence demonstrating the authority to sign. Congress has imposed a requirement that a report on the use of CARES funds must be made by the State within 20 days of each election. Therefore, this

agreement requires each Town, City, or Unincorporated Place to submit the reimbursement request by the Friday following the election. The standard cost rate procedure limits the information required immediately after each election to the number of absentee ballots mailed and the number of absentee ballots cast. The clerk maintains a record of all absentee ballots mailed in the Statewide Voter Registration System and the number of absentee ballots cast is reported by the clerk to the Secretary of State on election night. As most governing bodies do not meet frequently enough to satisfy the immediate reporting requirement, it is strongly recommend that the governing body authorize the town/city clerk to certify the reimbursement requests.

ATTACHMENT A

EAC CERTIFICATIONS

Attachment A

To: US Election Assistance Commission

Standard Certifications

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons

The undersigned certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
 - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.

- B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Violates a prohibition in paragraph A of this award term; or
 - 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)”.
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
 - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or
 - B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is —
 - 1. Associated with performance under this award; or
 - 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
- III. Provisions applicable to any recipient.
 - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
 - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
- IV. Definitions. For purposes of this award term:
 - A. “Employee” means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

C. “Private entity”:

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
2. Includes:
 - a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b. A for-profit organization. d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102

Printed Name

Title

Organization

Signature

Date

ATTACHMENT B

ALLOCATIONS TO MUNICIPALITIES

Attachment B - Allocations to Municipalities

Municipality	Ballots Issued to Voters			Ballots Cast by Voters							Grant Allocations		
	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Total Ballots	General Total Ballots	Total Ballots	%	Maximum Grant (80%)	Required Match (20%)	Total Expenditure (100%)
Acworth	12	59	71	10	54	64	171	575	746	0.1%	\$2,364.25	\$472.85	\$2,837.10
Albany	5	49	54	3	45	48	123	410	533	0.1%	\$1,689.21	\$337.84	\$2,027.05
Alexandria	15	93	108	11	85	96	276	980	1,256	0.1%	\$3,980.57	\$796.11	\$4,776.68
Allenstown	11	102	113	10	98	108	519	2,251	2,770	0.3%	\$8,778.80	\$1,755.76	\$10,534.56
Alstead	9	83	92	8	72	80	286	1,055	1,341	0.1%	\$4,249.95	\$849.99	\$5,099.94
Alton	67	603	670	52	573	625	1,009	3,585	4,594	0.5%	\$14,559.49	\$2,911.90	\$17,471.39
Amherst	223	1,072	1,295	144	981	1,125	1,926	7,670	9,596	1.0%	\$30,412.03	\$6,082.41	\$36,494.44
Andover	32	127	159	25	119	144	492	1,461	1,953	0.2%	\$6,189.53	\$1,237.91	\$7,427.43
Antrim	25	124	149	19	118	137	389	1,548	1,937	0.2%	\$6,138.82	\$1,227.76	\$7,366.58
Ashland	10	85	95	5	82	87	300	1,132	1,432	0.2%	\$4,538.35	\$907.67	\$5,446.02
Atkinson	91	576	667	71	541	612	1,316	4,581	5,897	0.6%	\$18,689.01	\$3,737.80	\$22,426.81
Auburn	34	278	312	23	260	283	949	3,580	4,529	0.5%	\$14,353.49	\$2,870.70	\$17,224.19
Barnstead	25	188	213	19	173	192	709	2,817	3,526	0.4%	\$11,174.74	\$2,234.95	\$13,409.69
Barrington	78	382	460	51	346	397	1,175	5,366	6,541	0.7%	\$20,730.00	\$4,146.00	\$24,876.00
Bartlett	38	331	369	34	304	338	584	1,984	2,568	0.3%	\$8,138.61	\$1,627.72	\$9,766.33
Bath	7	48	55	7	46	53	165	562	727	0.1%	\$2,304.04	\$460.81	\$2,764.85
Bedford	480	2,951	3,431	335	2,748	3,083	3,947	13,657	17,604	1.9%	\$55,791.31	\$11,158.26	\$66,949.57
Belmont	53	261	314	32	247	279	984	3,765	4,749	0.5%	\$15,050.72	\$3,010.14	\$18,060.87
Bennington	4	51	55	4	48	52	217	827	1,044	0.1%	\$3,308.69	\$661.74	\$3,970.42
Benton	0	56	56	0	49	49	62	191	253	0.0%	\$801.82	\$160.36	\$962.18
Berlin	63	318	381	58	315	373	1,120	4,065	5,185	0.5%	\$16,432.51	\$3,286.50	\$19,719.02
Bethlehem	14	200	214	11	190	201	327	1,487	1,814	0.2%	\$5,749.00	\$1,149.80	\$6,898.80
Boscawen	20	259	279	14	226	240	506	1,939	2,445	0.3%	\$7,748.79	\$1,549.76	\$9,298.55
Bow	134	682	816	93	590	683	1,872	5,169	7,041	0.7%	\$22,314.62	\$4,462.92	\$26,777.55
Bradford	32	124	156	22	119	141	400	1,010	1,410	0.1%	\$4,468.63	\$893.73	\$5,362.36
Brentwood	102	434	536	86	397	483	780	2,594	3,374	0.4%	\$10,693.02	\$2,138.60	\$12,831.62
Bridgewater	11	122	133	5	120	125	239	719	958	0.1%	\$3,036.13	\$607.23	\$3,643.36
Bristol	9	208	217	10	203	213	488	1,697	2,185	0.2%	\$6,924.79	\$1,384.96	\$8,309.75
Brookfield	9	42	51	7	37	44	170	459	629	0.1%	\$1,993.45	\$398.69	\$2,392.14
Brookline	45	323	368	29	287	316	722	3,210	3,932	0.4%	\$12,461.45	\$2,492.29	\$14,953.74
Campton	22	225	247	17	207	224	470	1,941	2,411	0.3%	\$7,641.04	\$1,528.21	\$9,169.25
Canaan	30	187	217	20	177	197	378	1,954	2,332	0.2%	\$7,390.67	\$1,478.13	\$8,868.80
Candia	41	201	242	33	190	223	797	2,636	3,433	0.4%	\$10,880.00	\$2,176.00	\$13,056.00
Canterbury	47	160	207	27	131	158	598	1,619	2,217	0.2%	\$7,026.21	\$1,405.24	\$8,431.45
Carroll	11	70	81	8	64	72	128	493	621	0.1%	\$1,968.10	\$393.62	\$2,361.72
Center Harbor	20	126	146	19	121	140	277	736	1,013	0.1%	\$3,210.44	\$642.09	\$3,852.53
Charlestown	14	176	190	12	170	182	473	2,417	2,890	0.3%	\$9,159.11	\$1,831.82	\$10,990.93
Chatham	1	24	25	1	22	23	53	209	262	0.0%	\$830.34	\$166.07	\$996.41
Chester	30	258	288	30	221	251	803	3,041	3,844	0.4%	\$12,182.56	\$2,436.51	\$14,619.07
Chesterfield	48	238	286	32	227	259	513	2,223	2,736	0.3%	\$8,671.04	\$1,734.21	\$10,405.25
Chichester	27	98	125	22	92	114	523	1,612	2,135	0.2%	\$6,766.33	\$1,353.27	\$8,119.59
Claremont	72	437	509	48	427	475	1,216	5,727	6,943	0.7%	\$22,004.04	\$4,400.81	\$26,404.85
Clarksville	5	22	27	5	21	26	63	180	243	0.0%	\$770.13	\$154.03	\$924.15
Colebrook	17	106	123	10	85	95	339	1,063	1,402	0.1%	\$4,443.28	\$888.66	\$5,331.93
Columbia	11	32	43	10	29	39	118	352	470	0.0%	\$1,489.54	\$297.91	\$1,787.45
Concord	480	2,205	2,685	320	2,016	2,336	7,169	22,864	30,033	3.2%	\$95,181.80	\$19,036.36	\$114,218.16

Attachment B - Allocations to Municipalities

Municipality	Ballots Issued to Voters			Ballots Cast by Voters							Grant Allocations		
	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Total Ballots	General Total Ballots	Total Ballots	%	Maximum Grant (80%)	Required Match (20%)	Total Expenditure (100%)
Conway	88	795	883	71	759	830	1,049	5,312	6,361	0.7%	\$20,159.54	\$4,031.91	\$24,191.45
Cornish	0	87	87	12	85	97	264	1,059	1,323	0.1%	\$4,192.91	\$838.58	\$5,031.49
Croydon	5	30	35	4	29	33	182	439	621	0.1%	\$1,968.10	\$393.62	\$2,361.72
Dalton	8	50	58	8	50	58	145	512	657	0.1%	\$2,082.19	\$416.44	\$2,498.63
Danbury	12	62	74	11	62	73	214	706	920	0.1%	\$2,915.70	\$583.14	\$3,498.84
Danville	24	176	200	22	168	190	646	2,612	3,258	0.3%	\$10,325.39	\$2,065.08	\$12,390.46
Deerfield	51	225	276	36	191	227	840	2,915	3,755	0.4%	\$11,900.50	\$2,380.10	\$14,280.60
Deering	10	76	86	9	75	84	326	1,073	1,399	0.1%	\$4,433.77	\$886.75	\$5,320.52
Derry	212	1,390	1,602	110	1,258	1,368	3,576	17,399	20,975	2.2%	\$66,474.82	\$13,294.96	\$79,769.79
Dixville	5	1	6	5	1	6	7	8	15	0.0%	\$47.54	\$9.51	\$57.05
Dorchester	5	25	30	4	24	28	81	221	302	0.0%	\$957.11	\$191.42	\$1,148.53
Dover	220	1,799	2,019	142	1,698	1,840	3,615	17,678	21,293	2.2%	\$67,482.64	\$13,496.53	\$80,979.17
Dublin	30	184	214	23	161	184	387	1,063	1,450	0.2%	\$4,595.40	\$919.08	\$5,514.48
Dummer	5	32	37	5	29	34	60	180	240	0.0%	\$760.62	\$152.12	\$912.74
Dunbarton	33	156	189	23	145	168	642	1,841	2,483	0.3%	\$7,869.22	\$1,573.84	\$9,443.07
Durham	115	842	957	80	770	850	1,298	9,721	11,019	1.2%	\$34,921.86	\$6,984.37	\$41,906.23
East Kingston	25	154	179	22	145	167	434	1,578	2,012	0.2%	\$6,376.51	\$1,275.30	\$7,651.81
Easton	7	24	31	7	24	31	101	200	301	0.0%	\$953.94	\$190.79	\$1,144.73
Eaton	4	38	42	3	37	40	128	293	421	0.0%	\$1,334.25	\$266.85	\$1,601.10
Effingham	12	79	91	12	73	85	236	868	1,104	0.1%	\$3,498.84	\$699.77	\$4,198.61
Ellsworth	0	5	5	0	5	5	23	58	81	0.0%	\$256.71	\$51.34	\$308.05
Enfield	48	302	350	40	295	335	553	2,622	3,175	0.3%	\$10,062.34	\$2,012.47	\$12,074.81
Epping	50	367	417	32	347	379	948	4,040	4,988	0.5%	\$15,808.17	\$3,161.63	\$18,969.81
Epsom	32	241	273	16	209	225	671	2,694	3,365	0.4%	\$10,664.49	\$2,132.90	\$12,797.39
Errol	5	25	30	2	25	27	92	219	311	0.0%	\$985.63	\$197.13	\$1,182.76
Exeter	262	1,570	1,832	135	1,446	1,581	2,343	9,551	11,894	1.3%	\$37,694.95	\$7,538.99	\$45,233.94
Farmington	29	213	242	19	203	222	611	3,181	3,792	0.4%	\$12,017.76	\$2,403.55	\$14,421.31
Fitzwilliam	30	120	150	21	110	131	363	1,292	1,655	0.2%	\$5,245.09	\$1,049.02	\$6,294.11
Francetown	41	142	183	33	124	157	373	1,041	1,414	0.1%	\$4,481.31	\$896.26	\$5,377.57
Franconia	24	164	188	19	148	167	294	764	1,058	0.1%	\$3,353.06	\$670.61	\$4,023.67
Franklin	41	256	297	31	241	272	1,070	3,902	4,972	0.5%	\$15,757.46	\$3,151.49	\$18,908.96
Freedom	24	151	175	21	149	170	350	969	1,319	0.1%	\$4,180.23	\$836.05	\$5,016.27
Fremont	16	209	225	10	189	199	652	2,791	3,443	0.4%	\$10,911.70	\$2,182.34	\$13,094.03
Gilford	113	767	880	84	728	812	1,471	4,800	6,271	0.7%	\$19,874.31	\$3,974.86	\$23,849.17
Gilmanton	51	241	292	47	237	284	683	2,297	2,980	0.3%	\$9,444.34	\$1,888.87	\$11,333.20
Gilsom	8	48	56	3	38	41	125	462	587	0.1%	\$1,860.34	\$372.07	\$2,232.41
Goffstown	215	986	1,201	159	873	1,032	2,522	9,980	12,502	1.3%	\$39,621.85	\$7,924.37	\$47,546.22
Gorham	9	166	175	10	156	166	386	1,563	1,949	0.2%	\$6,176.85	\$1,235.37	\$7,412.22
Goshen	10	48	58	10	45	55	150	457	607	0.1%	\$1,923.73	\$384.75	\$2,308.47
Grafton	9	55	64	8	54	62	192	733	925	0.1%	\$2,931.55	\$586.31	\$3,517.86
Grantham	51	307	358	43	286	329	617	2,127	2,744	0.3%	\$8,696.40	\$1,739.28	\$10,435.68
Greenfield	6	52	58	4	51	55	261	940	1,201	0.1%	\$3,806.26	\$761.25	\$4,567.51
Greenland	44	326	370	34	313	347	694	2,661	3,355	0.4%	\$10,632.80	\$2,126.56	\$12,759.36
Greenville	12	64	76	9	65	74	226	994	1,220	0.1%	\$3,866.47	\$773.29	\$4,639.77
Groton	1	24	25	0	25	25	112	335	447	0.0%	\$1,416.65	\$283.33	\$1,699.98
Hale's Location	3	39	42	3	37	40	59	126	185	0.0%	\$586.31	\$117.26	\$703.57

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Hampstead	71	565	636	54	527	581	1,306	5,535	6,841	0.7%	\$21,680.78	\$4,336.16	\$26,016.93
Hampton	198	1,758	1,956	140	1,634	1,774	2,268	10,419	12,687	1.3%	\$40,208.16	\$8,041.63	\$48,249.79
Hampton Falls	37	187	224	24	161	185	478	1,615	2,093	0.2%	\$6,633.22	\$1,326.64	\$7,959.86
Hancock	24	145	169	23	132	155	548	1,235	1,783	0.2%	\$5,650.76	\$1,130.15	\$6,780.91
Hanover	255	1,399	1,654	144	1,257	1,401	1,277	7,930	9,207	1.0%	\$29,179.20	\$5,835.84	\$35,015.04
Harrisville	19	80	99	15	74	89	273	700	973	0.1%	\$3,083.67	\$616.73	\$3,700.41
Hart's Location	0	16	16	0	16	16	19	39	58	0.0%	\$183.82	\$36.76	\$220.58
Haverhill	38	259	297	20	249	269	556	2,193	2,749	0.3%	\$8,712.24	\$1,742.45	\$10,454.69
Hebron	17	71	88	14	70	84	187	447	634	0.1%	\$2,009.30	\$401.86	\$2,411.16
Henniker	41	253	294	26	217	243	703	2,759	3,462	0.4%	\$10,971.91	\$2,194.38	\$13,166.29
Hill	7	38	45	3	35	38	191	562	753	0.1%	\$2,386.44	\$477.29	\$2,863.73
Hillsborough	43	208	251	33	188	221	747	3,051	3,798	0.4%	\$12,036.78	\$2,407.36	\$14,444.13
Hinsdale	14	133	147	12	125	137	325	1,799	2,124	0.2%	\$6,731.47	\$1,346.29	\$8,077.76
Holderness	61	192	253	46	172	218	482	1,342	1,824	0.2%	\$5,780.69	\$1,156.14	\$6,936.83
Hollis	88	804	892	55	721	776	1,196	5,292	6,488	0.7%	\$20,562.03	\$4,112.41	\$24,674.44
Hooksett	108	796	904	88	754	842	1,997	8,246	10,243	1.1%	\$32,462.53	\$6,492.51	\$38,955.04
Hopkinton	123	573	696	85	535	620	1,538	3,976	5,514	0.6%	\$17,475.19	\$3,495.04	\$20,970.23
Hudson	120	1,165	1,285	82	1,078	1,160	2,581	13,535	16,116	1.7%	\$51,075.48	\$10,215.10	\$61,290.58
Jackson	33	175	208	25	175	200	240	698	938	0.1%	\$2,972.75	\$594.55	\$3,567.30
Jaffrey	53	269	322	32	237	269	765	2,893	3,658	0.4%	\$11,593.08	\$2,318.62	\$13,911.70
Jefferson	12	69	81	14	73	87	234	638	872	0.1%	\$2,763.58	\$552.72	\$3,316.29
Keene	311	1,172	1,483	183	1,034	1,217	3,265	12,887	16,152	1.7%	\$51,189.57	\$10,237.91	\$61,427.49
Kensington	8	125	133	4	105	109	369	1,418	1,787	0.2%	\$5,663.43	\$1,132.69	\$6,796.12
Kingston	36	338	374	34	306	340	827	3,754	4,581	0.5%	\$14,518.29	\$2,903.66	\$17,421.95
Laconia	157	869	1,026	99	758	857	2,741	8,187	10,928	1.2%	\$34,633.46	\$6,926.69	\$41,560.15
Lancaster	31	195	226	24	181	205	554	1,652	2,206	0.2%	\$6,991.34	\$1,398.27	\$8,389.61
Landaff	4	20	24	4	17	21	74	257	331	0.0%	\$1,049.02	\$209.80	\$1,258.82
Langdon	0	28	28	3	27	30	89	402	491	0.1%	\$1,556.10	\$311.22	\$1,867.32
Lebanon	133	996	1,129	76	932	1,008	1,620	7,408	9,028	1.0%	\$28,611.90	\$5,722.38	\$34,334.29
Lee	38	252	290	27	234	261	644	2,694	3,338	0.4%	\$10,578.93	\$2,115.79	\$12,694.71
Lempster	17	65	82	15	60	75	215	686	901	0.1%	\$2,855.49	\$571.10	\$3,426.58
Lincoln*	25	153	178	23	147	170	222	862	1,084	0.1%	\$3,435.46	\$687.09	\$4,122.55
Lisbon	11	66	77	7	59	66	171	732	903	0.1%	\$2,861.82	\$572.36	\$3,434.19
Litchfield	30	407	437	18	380	398	936	5,034	5,970	0.6%	\$18,920.37	\$3,784.07	\$22,704.44
Littleton	65	355	420	50	331	381	751	2,994	3,745	0.4%	\$11,868.81	\$2,373.76	\$14,242.57
Londonderry	239	1,764	2,003	157	1,622	1,779	3,369	14,416	17,785	1.9%	\$56,364.94	\$11,272.99	\$67,637.93
Loudon	35	280	315	23	256	279	937	3,362	4,299	0.5%	\$13,624.57	\$2,724.91	\$16,349.48
Lyman	4	33	37	3	26	29	93	331	424	0.0%	\$1,343.76	\$268.75	\$1,612.51
Lyme	49	213	262	35	214	249	365	1,200	1,565	0.2%	\$4,959.86	\$991.97	\$5,951.83
Lyndeborough	17	87	104	15	84	99	334	1,086	1,420	0.2%	\$4,500.32	\$900.06	\$5,400.39
Madbury	23	117	140	15	101	116	321	1,164	1,485	0.2%	\$4,706.32	\$941.26	\$5,647.59
Madison	26	201	227	17	190	207	433	1,497	1,930	0.2%	\$6,116.63	\$1,223.33	\$7,339.96
Manchester	1,096	4,594	5,690	834	4,229	5,063	14,376	51,039	65,415	6.9%	\$207,315.88	\$41,463.18	\$248,779.05
Marlborough	15	99	114	12	94	106	323	1,206	1,529	0.2%	\$4,845.77	\$969.15	\$5,814.92
Marlow	8	36	44	8	29	37	133	459	592	0.1%	\$1,876.19	\$375.24	\$2,251.43
Mason	20	69	89	12	65	77	229	873	1,102	0.1%	\$3,492.50	\$698.50	\$4,191.00

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Meredith*	109	650	759	81	623	704	1,486	4,177	5,663	0.6%	\$17,947.41	\$3,589.48	\$21,536.89
Merrimack	192	1,652	1,844	112	1,472	1,584	3,767	15,389	19,156	2.0%	\$60,709.97	\$12,141.99	\$72,851.97
Middleton	5	49	54	5	48	53	234	948	1,182	0.1%	\$3,746.04	\$749.21	\$4,495.25
Milan	7	70	77	7	68	75	203	766	969	0.1%	\$3,070.99	\$614.20	\$3,685.19
Milford	122	720	842	85	670	755	1,817	8,378	10,195	1.1%	\$32,310.41	\$6,462.08	\$38,772.49
Millsfield	0	7	7	0	7	7	16	21	37	0.0%	\$117.26	\$23.45	\$140.71
Milton	28	186	214	19	163	182	532	2,374	2,906	0.3%	\$9,209.81	\$1,841.96	\$11,051.78
Monroe	13	65	78	8	63	71	129	502	631	0.1%	\$1,999.79	\$399.96	\$2,399.75
Mont Vernon	25	166	191	18	155	173	505	1,579	2,084	0.2%	\$6,604.70	\$1,320.94	\$7,925.64
Moultonborough	96	715	811	53	660	713	1,210	3,276	4,486	0.5%	\$14,217.21	\$2,843.44	\$17,060.66
Nashua	612	3,924	4,536	392	3,499	3,891	8,726	43,604	52,330	5.5%	\$165,846.36	\$33,169.27	\$199,015.63
Nelson	25	76	101	16	68	84	184	448	632	0.1%	\$2,002.96	\$400.59	\$2,403.55
New Boston*	53	303	356	45	288	333	978	3,452	4,430	0.5%	\$14,039.74	\$2,807.95	\$16,847.68
New Castle	44	182	226	36	162	198	409	822	1,231	0.1%	\$3,901.34	\$780.27	\$4,681.60
New Durham	22	162	184	19	150	169	410	1,689	2,099	0.2%	\$6,652.24	\$1,330.45	\$7,982.68
New Hampton	28	161	189	22	148	170	439	1,394	1,833	0.2%	\$5,809.22	\$1,161.84	\$6,971.06
New Ipswich	30	237	267	28	222	250	666	2,862	3,528	0.4%	\$11,181.08	\$2,236.22	\$13,417.30
New London*	118	509	627	99	477	576	1,172	3,088	4,260	0.5%	\$13,500.97	\$2,700.19	\$16,201.16
Newbury	39	249	288	37	235	272	492	1,377	1,869	0.2%	\$5,923.31	\$1,184.66	\$7,107.97
Newfields	26	142	168	21	129	150	437	1,177	1,614	0.2%	\$5,115.15	\$1,023.03	\$6,138.19
Newington	10	97	107	10	94	104	213	617	830	0.1%	\$2,630.47	\$526.09	\$3,156.56
Newmarket	57	557	614	45	497	542	1,177	5,523	6,700	0.7%	\$21,233.91	\$4,246.78	\$25,480.69
Newport	42	268	310	33	243	276	800	3,001	3,801	0.4%	\$12,046.28	\$2,409.26	\$14,455.54
Newton	20	177	197	14	156	170	521	2,770	3,291	0.3%	\$10,429.97	\$2,085.99	\$12,515.97
North Hampton	85	557	642	54	526	580	870	3,233	4,103	0.4%	\$13,003.39	\$2,600.68	\$15,604.07
Northfield	17	199	216	13	189	202	652	2,417	3,069	0.3%	\$9,726.40	\$1,945.28	\$11,671.68
Northumberland	36	130	166	29	123	152	308	1,025	1,333	0.1%	\$4,224.60	\$844.92	\$5,069.52
Northwood	24	191	215	18	175	193	699	2,658	3,357	0.4%	\$10,639.14	\$2,127.83	\$12,766.97
Nottingham	49	365	414	36	331	367	754	3,166	3,920	0.4%	\$12,423.42	\$2,484.68	\$14,908.11
Orange	0	21	21	3	18	21	64	174	238	0.0%	\$754.28	\$150.86	\$905.14
Orford	19	112	131	19	106	125	234	751	985	0.1%	\$3,121.70	\$624.34	\$3,746.04
Ossipee	40	303	343	36	295	331	643	2,252	2,895	0.3%	\$9,174.95	\$1,834.99	\$11,009.94
Pelham	62	707	769	47	650	697	1,246	7,841	9,087	1.0%	\$28,798.89	\$5,759.78	\$34,558.67
Pembroke	54	304	358	47	354	401	945	4,072	5,017	0.5%	\$15,900.08	\$3,180.02	\$19,080.10
Peterborough	101	598	699	78	59	137	1,367	4,016	5,383	0.6%	\$17,060.02	\$3,412.00	\$20,472.03
Piermont*	7	26	33	7	25	32	124	406	530	0.1%	\$1,679.70	\$335.94	\$2,015.64
Pittsburg	6	67	73	6	65	71	182	487	669	0.1%	\$2,120.22	\$424.04	\$2,544.27
Pittsfield	30	137	167	17	121	138	688	2,008	2,696	0.3%	\$8,544.27	\$1,708.85	\$10,253.13
Plainfield	53	187	240	35	166	201	410	1,520	1,930	0.2%	\$6,116.63	\$1,223.33	\$7,339.96
Plaistow	58	387	445	31	358	389	933	4,487	5,420	0.6%	\$17,177.28	\$3,435.46	\$20,612.74
Plymouth	36	254	290	25	239	264	746	3,817	4,563	0.5%	\$14,461.24	\$2,892.25	\$17,353.49
Portsmouth	287	1,970	2,257	174	1,778	1,952	3,521	13,544	17,065	1.8%	\$54,083.09	\$10,816.62	\$64,899.71
Randolph	19	73	92	16	72	88	114	260	374	0.0%	\$1,185.30	\$237.06	\$1,422.36
Raymond	45	422	467	39	387	426	1,122	5,488	6,610	0.7%	\$20,948.68	\$4,189.74	\$25,138.42
Richmond	14	61	75	11	50	61	192	682	874	0.1%	\$2,769.92	\$553.98	\$3,323.90
Rindge	45	283	328	31	284	315	846	3,540	4,386	0.5%	\$13,900.29	\$2,780.06	\$16,680.35

Attachment B - Allocations to Municipalities

Municipality	Ballots Issued to Voters			Ballots Cast by Voters							Grant Allocations		
	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Total Ballots	General Total Ballots	Total Ballots	%	Maximum Grant (80%)	Required Match (20%)	Total Expenditure (100%)
Rochester	134	1,088	1,222	92	1,038	1,130	3,289	15,430	18,719	2.0%	\$59,325.02	\$11,865.00	\$71,190.02
Rollinsford	19	137	156	15	130	145	339	1,635	1,974	0.2%	\$6,256.08	\$1,251.22	\$7,507.30
Roxbury	0	13	13	0	10	10	36	143	179	0.0%	\$567.29	\$113.46	\$680.75
Rumney	19	106	125	17	98	115	314	904	1,218	0.1%	\$3,860.14	\$772.03	\$4,632.16
Rye	159	999	1,158	129	945	1,074	1,344	4,114	5,458	0.6%	\$17,297.72	\$3,459.54	\$20,757.26
Salem	169	1,598	1,767	114	1,483	1,597	3,295	16,422	19,717	2.1%	\$62,487.92	\$12,497.58	\$74,985.50
Salisbury	7	49	56	5	48	53	277	834	1,111	0.1%	\$3,521.03	\$704.21	\$4,225.23
Sanbornton	47	206	253	32	220	252	719	1,948	2,667	0.3%	\$8,452.36	\$1,690.47	\$10,142.84
Sandown	28	300	328	15	263	278	457	3,631	4,088	0.4%	\$12,955.86	\$2,591.17	\$15,547.03
Sandwich	25	147	172	19	138	157	390	1,025	1,415	0.1%	\$4,484.48	\$896.90	\$5,381.37
Seabrook	38	446	484	40	412	452	877	4,587	5,464	0.6%	\$17,316.73	\$3,463.35	\$20,780.08
Sharon	3	45	48	3	35	38	102	248	350	0.0%	\$1,109.23	\$221.85	\$1,331.08
Shelburne	7	47	54	6	40	46	85	259	344	0.0%	\$1,090.22	\$218.04	\$1,308.26
Somersworth	41	401	442	36	384	420	1,001	5,587	6,588	0.7%	\$20,878.96	\$4,175.79	\$25,054.75
South Hampton	5	58	63	4	55	59	136	604	740	0.1%	\$2,345.24	\$469.05	\$2,814.29
Springfield	9	92	101	7	79	86	265	833	1,098	0.1%	\$3,479.83	\$695.97	\$4,175.79
Stark	3	29	32	3	29	32	82	303	385	0.0%	\$1,220.16	\$244.03	\$1,464.19
Stewartstown	8	39	47	6	39	45	101	358	459	0.0%	\$1,454.68	\$290.94	\$1,745.62
Stoddard	16	103	119	14	94	108	236	785	1,021	0.1%	\$3,235.79	\$647.16	\$3,882.95
Strafford	38	300	338	27	299	326	717	2,610	3,327	0.4%	\$10,544.06	\$2,108.81	\$12,652.88
Stratford	9	24	33	8	23	31	83	281	364	0.0%	\$1,153.60	\$230.72	\$1,384.32
Stratham	113	985	1,098	81	939	1,020	1,253	4,997	6,250	0.7%	\$19,807.75	\$3,961.55	\$23,769.30
Sugar Hill	19	63	82	19	60	79	194	435	629	0.1%	\$1,993.45	\$398.69	\$2,392.14
Sullivan	8	30	38	6	31	37	121	414	535	0.1%	\$1,695.54	\$339.11	\$2,034.65
Sunapee	61	368	429	55	342	397	662	2,175	2,837	0.3%	\$8,991.14	\$1,798.23	\$10,789.36
Surry	3	42	45	2	32	34	127	520	647	0.1%	\$2,050.50	\$410.10	\$2,460.60
Sutton	16	130	146	11	114	125	400	1,289	1,689	0.2%	\$5,352.85	\$1,070.57	\$6,423.42
Swanzey	66	291	357	43	279	322	826	3,918	4,744	0.5%	\$15,034.88	\$3,006.98	\$18,041.85
Tamworth	41	213	254	25	202	227	466	1,642	2,108	0.2%	\$6,680.76	\$1,336.15	\$8,016.91
Temple	12	78	90	10	74	84	328	880	1,208	0.1%	\$3,828.44	\$765.69	\$4,594.13
Thornton	29	223	252	13	204	217	357	1,541	1,898	0.2%	\$6,015.22	\$1,203.04	\$7,218.26
Tilton	42	194	236	31	174	205	599	1,898	2,497	0.3%	\$7,913.59	\$1,582.72	\$9,496.31
Troy	4	51	55	4	47	51	205	1,030	1,235	0.1%	\$3,914.01	\$782.80	\$4,696.81
Tuftsboro	46	278	324	31	265	296	595	1,706	2,301	0.2%	\$7,292.42	\$1,458.48	\$8,750.91
Unity	5	81	86	4	83	87	212	821	1,033	0.1%	\$3,273.83	\$654.77	\$3,928.59
Wakefield	53	385	438	31	392	423	700	2,861	3,561	0.4%	\$11,285.67	\$2,257.13	\$13,542.80
Walpole	44	228	272	31	212	243	630	2,158	2,788	0.3%	\$8,835.84	\$1,767.17	\$10,603.01
Warner	29	179	208	26	172	198	678	1,838	2,516	0.3%	\$7,973.81	\$1,594.76	\$9,568.57
Warren	9	32	41	8	32	40	176	480	656	0.1%	\$2,079.02	\$415.80	\$2,494.83
Washington	1	107	108	5	78	83	202	718	920	0.1%	\$2,915.70	\$583.14	\$3,498.84
Waterville Valley	37	97	134	28	87	115	111	272	383	0.0%	\$1,213.82	\$242.76	\$1,456.58
Weare	52	443	495	37	404	441	1,148	5,159	6,307	0.7%	\$19,988.40	\$3,997.68	\$23,986.08
Webster	27	99	126	21	88	109	357	1,182	1,539	0.2%	\$4,877.46	\$975.49	\$5,852.95
Wentworth	3	53	56	10	51	61	178	538	716	0.1%	\$2,269.18	\$453.84	\$2,723.01
Westmoreland	0	115	115	10	108	118	299	1,034	1,333	0.1%	\$4,224.60	\$844.92	\$5,069.52
Whitefield	28	130	158	24	120	144	337	1,166	1,503	0.2%	\$4,763.37	\$952.67	\$5,716.04

Attachment B - Allocations to Municipalities

Municipality	Ballots Issued to Voters			Ballots Cast by Voters							Grant Allocations		
	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Total Ballots	General Total Ballots	Total Ballots	%	Maximum Grant (80%)	Required Match (20%)	Total Expenditure (100%)
Wilmot	15	96	111	8	81	89	310	915	1,225	0.1%	\$3,882.32	\$776.46	\$4,658.78
Wilton	42	237	279	33	220	253	693	2,299	2,992	0.3%	\$9,482.37	\$1,896.47	\$11,378.84
Winchester	25	156	181	21	146	167	345	1,815	2,160	0.2%	\$6,845.56	\$1,369.11	\$8,214.67
Windham	166	1,208	1,374	81	1,092	1,173	1,553	9,024	10,577	1.1%	\$33,521.06	\$6,704.21	\$40,225.27
Windsor	4	9	13	3	8	11	39	125	164	0.0%	\$519.76	\$103.95	\$623.71
Wolfeboro	142	763	905	118	779	897	1,579	4,395	5,974	0.6%	\$18,933.04	\$3,786.61	\$22,719.65
Woodstock	27	97	124	24	92	116	226	792	1,018	0.1%	\$3,226.29	\$645.26	\$3,871.54
	13,062	81,964	95,026	9,270	75,305	84,575	190,749	755,850	946,599		\$3,000,000.00	\$600,000.00	\$3,600,000.00

The Absentee Ballots Issued to Voters and the Absentee Ballots Cast by Voters are official numbers as reported to the Secretary of State. If your records show different numbers please send an email to NHvotes@sos.nh.gov describing the discrepancy between your numbers and the numbers on Attachment B

ATTACHMENT C

STANDARD RATE

NEW HAMPSHIRE DEPARTMENT OF STATE

William M. Gardner
Secretary of State



Robert P. Ambrose
Senior Deputy Secretary of State

David M. Scanlan
Deputy Secretary of State

1. City, Town or Unincorporated Place Name:	2. Period Covered by this Application
3. Progress Payment Number:	4. Project Grant No.

5. Status of Funds			
	Total (100%)	To be reimbursed by the State (80%)	Match assumed by City, Town or Unincorporated Place (20%)
5.1 Amount of Original Offer			
5.2 Total Spent to Date			
5.3 Amount Spent this Period (From 6 below)	_____	_____	_____
5.4 Amount of Payment Request			

6. Amount Spent this Period			
	A. Absentee Ballots Issued to Voters	B. Absentee Ballots Cast by Voters	Total
6.1 Number of Absentee Ballots			
6.2 Less: Number of Ballots from 2016 (See Attachment B)	(_____)	(_____)	
6.3 Number of Absentee Ballots to be reimbursed for			
6.4 Standard Cost Rate	\$ XX.XX	\$ XX.XX	
6.5 Total Reimbursement			

7. Certification of Sub-Grantee			
I certify that the statements contained in this grant payment are true and correct and are in accordance to the approved grant agreement. I also certify that the match was not satisfied through other federal grant funds.			
		Clerk/Deputy Clerk	
Date	Printed Name	Title	Signature

Internal use only: Approved: _____ Dated: _____

ATTACHMENT D
INSTRUCTIONS TO COMPLETE
ATTACHMENT C:
STANDARD RATE
REIMBURSEMENT REQUEST

Attachment D: Instructions to Complete Attachment C: Standard Rate Reimbursement Request

- Section 2** This will be either the “Primary Election” or the “General Election”
- Section 3** If this is for the Primary Election, it will be Payment # 1; if this is for the General Election, it will be Payment # 2.
- Section 4** This is pre-completed with the number from the Notice of Grant Opportunity – DC20101CARES
- Section 5** This section includes the breakout of the 20% match as defined in the terms and conditions of the grant. Under this grant, the State of New Hampshire will be reimbursing the City, Town or Unincorporated Place for 80% of the total costs included. The remaining 20% of costs covered by the individual City, Town or Unincorporated Place and will not be reimbursed to comply with the match requirement.
- Line 5.1 The Amount of Original Offer can be found on Attachment B.
- Line 5.2 The Amount Spent to Date will be \$0 for the first reimbursement submission in September 2020. For the second reimbursement submission in November 2020, this amount will represent the September payment received.
- Line 5.3 The Amount Spent this period will be the Total of Columns A and B from Line 6.5
- Line 5.4 The line is calculated as the lessor of Line 5.1 minus Line 5.2 or Line 5.3
- Section 6**
- Line 6.1 This line represents the number of:
- A. Absentee ballots issued to voters
 - B. Absentee ballots cast and reported on the “Official Return of Votes” forms submitted to the Secretary of State’s office on election night.
- Line 6.2 This line is the number for the absentee ballots cast in 2016. Reimbursement will only be made for the ballots in excess of those processed in 2016. These figures can be found by City, Town or Unincorporated Place within Attachment B.
- Line 6.3 This line is calculated as Line 6.1 less Line 6.2.
- Line 6.4 This is the statewide standard cost rate that was determined by the New Hampshire Secretary of State under a method approved by the Election Assistance Commission.
- Line 6.5 This is calculated as Line 6.3 multiplied by Line 6.4. The total reimbursement is the total of columns A and B. This is carried up to Line 5.3
- Section 7** This section is to be signed by the individual approved by the City, Town or Unincorporated Place to act on their behalf.

Please submit the signed reimbursement request to:

Vote@berrydunn.com

Submit no later than end of day Monday, September 14, 2020 for the Primary Election and Monday, November 9, 2020 for the General Election

ATTACHMENT E

SUSPENSION AND DEBARMENT

Attachment E

Suspension and Debarment

- For all individuals that are hired due to the additional needs related to the 2020 Election Season, please obtain verification that the individual or vendor was not considered suspended or debarred by the Federal Government. To receive payments of federal funds, an individual or vendor cannot be listed as suspended or debarred by the Federal Government. The System for Award Management (SAM) is a database that includes individuals or vendors that have been listed as suspended or debarred. This website should be verified to confirm that an individual or vendor has not been classified as such. To achieve this:
 - Go to www.sam.gov
 - Select the option of "Search Records"
 - Start with a quick search with the individual's name or company name, applicable DUNS number.
 - There are two types of results that can be obtained:
 1. A result will be returned if the Entity is registered with sam.gov – for example, see the screen shot below when searching for the State of New Hampshire

The screenshot shows the SAM.gov search results page. At the top, the search terms are 'STATE OF NEW HAMPSHIRE-DEPARTMENT OF AGRICULTURE,*'. Below this, there are buttons for 'Clear Search', 'Save PDF', 'Export Results', and 'Print'. The search results show 'Total records: 2' and 'Result Page: 1'. On the left, there are filter options: 'By Record Status' (Active, Inactive) and 'By Record Type' (Entity Registration, Exclusion). The main results area shows two entities, both with 'Status: Active'. The first entity is 'State of New Hampshire-Department of Agriculture, Markets & Food' with DUNS: 176836583, CAGE Code: 5KaU8, and Expiration Date: 04/07/2021. The second entity is 'STATE OF NEW HAMPSHIRE-DEPARTMENT OF AGRICULTURE, MARKETS & FOOD' with DUNS: 797164456, CAGE Code: 6HNW4, and Expiration Date: 02/09/2021. Both entities have a 'View Details' button.

- If the entity is registered like the State of NH Dept. of Agriculture, you will want to select "View Details" to see if there are any exclusion listed. See below. This would be the record to print and provide with the approved invoice.

Attachment E

State of New Hampshire-Department of Agriculture, Markets & Food DUNS: 176836583 CAGE Code: 5K1U8 Status: Active Expiration Date: 04/07/2021 Purpose of Registration: Federal Assistance Awards Only	25 Capitol St Fl 2 CONCORD, NH, 03301-6312, UNITED STATES
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Entity Overview

Entity Registration Summary

Name: State of New Hampshire-Department of Agriculture, Markets & Food

Doing Business As: Bureau of Markets

Business Type: US State Government

Last Updated By: Michelle Thibeault

Registration Status: Active

Activation Date: 04/07/2020

Expiration Date: 04/07/2021

Exclusion Summary

Active Exclusion Records? No

- The other result that can be returned is: "No records found" –this would indicate that the individual or vendor is not registered with SAM.gov and that they do not have any active suspensions and debarments against them. See below:

Current Search Terms: Michael Jordan*

Clear Search

Total records:0

Result Page:

Sort by Relevance Order by Descending

Save PDF Export Results Print

FILTER RESULTS

By Record Status

☒ Active

☐ Inactive

By Record Type

☐ Entity Registration

☐ Exclusion

Apply Filters

Your search for Michael Jordan* returned the following results...

No records found.

Result Page:

Save PDF Export Results Print

Note: While we are not requiring you to submit documentation of that the individuals or vendors are not on the suspended and debarred listing from www.SAM.gov, these documents should be properly retained by the individual City, Town or Incorporated Place according to # 11 in the Terms and Conditions.

ATTACHMENT F

DRUG-FREE WORK PLACE

Attachment F: Certification Regarding Drug Free Workplace

The City, Town or Unincorporated Place agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the City, Town or Unincorporated Place's representative, as identified in Section 22 of the Terms and Conditions execute the following Certification:

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by the City, Town or Unincorporated Place, prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a the City, Town or Unincorporated Place (and by inference, sub-grantees and sub-contractors), that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. The City, Town or Unincorporated Place using this form should send it to: vote@berrydunn.com

(A) The City, Town or Unincorporated Place certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City, Town or Unincorporated Place's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about—
 - i. The dangers of drug abuse in the workplace;
 - ii. The City, Town or Unincorporated Place's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The City, Town or Unincorporated Place may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

City, Town or Unincorporated Place

Date

Signature

Town Council

STAFF REPORT



To: Town Council
Title: Lambert's Park Pavilion Project Award for \$93,390
Meeting: Town Council - 26 Aug 2020
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

In March of this year, Town residents approved a warrant article to purchase and install a pavilion at Lambert's Park to replace the existing 12' x 12' gazebo constructed by an Eagle Scout approximately 25 years ago. The Warrant article for \$93,390.00 was passed.

The project was advertised in the Manchester Union Leader on June 8, 2020. It was also put on the Town website and sent to several contractors that are capable of doing the work. Three bids were received and opened on Thursday, July 16, 2020. The low bidder was Probuilt Designs, LLC for a base bid of \$89,919.00 plus \$18,900 for a concrete pad (Total \$108,819.00) or the base bid plus \$12,800.00 for a bituminous pavement pad (Total \$102,719.00). Complete bid results are tabulated as follows:

PAVILION BID RESULTS	Probuilt Designs	BWK Construction	Milestone Construction
Base Bid	\$89,919.00	\$121,500.00	\$158,825.00
Concrete Pad	\$18,900.00	\$10,100.00	\$18,600.00
Total with Concrete Pad:	\$108,819.00	\$131,600.00	\$177,425.00
Base Bid	\$89,919.00	\$121,500.00	\$158,825.00
Bituminous Pad	\$12,800.00	\$4,500.00	\$6,960.00
Total with Bituminous Pad:	\$102,719.00	\$126,000.00	\$165,785.00

In order to keep costs within the budget, staff negotiated with the Contractor. The Contractor agreed to install the pavilion without a concrete or bituminous pad, but with a stone dust surface.

Base bid: \$89,919.00
 Stone Dust Surface: \$3,471.00

Total Cost: \$93,390.00
Budget: \$93,390.00

This project was presented to and approved by the Parks and Recreation Advisory Board at their meeting on Monday, August 10, 2020. Representatives from the advisory board will be present at the meeting.

Please note that the other two contractors were contacted to see if they could possibly meet the budget with their projects. BWK stated "Can't touch \$93k". Milestone stated "No way to we could get to that number."

I checked references for Probuilt. All three were positive. One reference said he has worked with Probuilt for several years. Probuilt does a good job and is currently working on two projects for him. Probuilt previously built a 50' x 40' pavilion for this reference.

One of the other reference said that he worked with Probuilt for "many, many years" and used terms like "Probuilt has the hardest working crews", the owner is "a go-to guy", "he goes above and beyond".

FINANCIAL IMPACT:

The award price of **\$93,390.00** will be funded as follows (per the warrant article):

Public Recreation Facilities Impact Fees Special Revenue:	\$50,000.00
Parks and Recreation Facilities Developmental Capital Reserve:	\$43,390.00

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

The Staff recommends awarding the contract to Probuilt Designs for the Base Bid of \$89,919.00 plus \$3,471.00 for the stone dust surface for a total bid amount of \$93,390.00.

SUGGESTED MOTION:

Motion to award the pavilion contract to Probuilt Designs for the Base Bid of \$89,919.00 plus \$3,471.00 for the stone dust surface for a total bid amount of \$93,390.00.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Probuild Bid SpecificationsOrlando 24x52](#)
[Pavilion Bid Summary](#)



ORLANDO MODEL

24' X 52'

SPECIFICATIONS

Dimensions:

Roof Dimensions:	24'-0"x52'-0"
Column Dimensions (Center to Center):	20'-0"x24'-0"
Eave Height:	8'-0"
Roof Height:	±12'-1 ½"
Gable Roof:	4:12 pitch
Square Feet Under Roof:	±1,248
Date of drawing	July 29, 2020

Columns shall be 8"x8" square steel tube minimum .188" wall thickness.

All beams shall be structural steel tube sized according to engineering.

All bolts shall be A-307 or A-325 and hidden at all connections.

Roofing shall be 24 gauge HR-36 steel pre-cut and pre-finished with ribs running with the slope of the roof.

All trim shall be 24 gauge pre-finished to match roofing.

Fascia trim shall be 24 gauge "J" channel.

Open or welded "C" channels, "I" beams, "S" or "Z" purlins or angle iron shall not be allowed.

There shall be provisions for (4) electrical outlets.

11875 E. Berry Dr. - Dewey, Arizona 86327

Phone: (928) 775-3307 Fax: (928) 772-0858

info@classicrecreation.com

www.classicrecreation.com



STANDARD SPECIFICATIONS

w/ TRUZINC RICH PRIMER & SUPER DURABLE POWDER COAT PAINT

GENERAL:

1. All structures shall be designed and fabricated to the IBC (Latest Edition) or current local building code with standard load designs of the greater value of 20# per S.F. minimum live load and 115 mph sustained wind load or site specific conditions and the applicable zone for seismic loads.
2. All members shall be designed according to the "American Institute of Steel Construction (AISC) specifications and the American Iron and Steel Institute (AISI) specifications for cold-formed members.
3. All fabrication welds shall be in strict accordance with the structural welding code of the American Welding Society (AWS) specifications. All structural welds shall be in compliance with the requirements of "Pre-qualified" welded joints. All welding shall conform to ASTM A-233 series E-70XX electrodes - low hydrogen.
Field welding shall not be required.
4. When required, after award of bid, the shade structure manufacturer shall submit structural calculations, sealed by a registered engineer in the state in which the structure is to be erected for review and approval by the approving agency.
5. Manufacturer qualifications: All manufacturers shall have a minimum of (20) twenty years experience in the fabrication of tubular steel shade structures. Shade structure and kiosk fabrication shall be the manufacturer's primary business. Manufacturer shall have fabricated similar structures to that which is specified. *All non-specified manufacturers shall submit complete shop drawings indicating type, size & gauge of material used, with detailed connections to the specifying agency or design firm at least 10 days prior to bid opening for review and written pre-approval. All bids submitted without prior approval will be rejected.*

FOOTINGS & COLUMNS:

1. Footings shall be structurally engineered by the structure manufacturer to meet local codes and site conditions. (Sample footing drawings shall be made available to the contractor or owner from the manufacturer). When required for structure installation, anchor bolts shall be supplied by the owner / contractor. Columns shall be ASTM 500 grade B. Concrete footing rebar (if required) shall be ASTM A-615 grade 40 #4 bars & smaller, grade 60 #5 bars & larger. Concrete shall be 5 sack mix "Portland" cement. Maximum slump shall not exceed 4". Concrete compressive strength shall be a minimum of 2500 psi @ 28 days.



FRAME MEMBERS AND COMPRESSION RING:

1. 90% of all steel shall be American (domestic) made. Mill certification shall be made available upon request. All frame members shall be one piece structural steel tube with a minimum .120 (1/8") wall thickness, sized according to engineering. All frame members shall be bolted together with bolts totally concealed. All tubing for frame members shall be ASTM 500 grade B. Beam end plates shall be ASTM A36 fy=36,000 psi UNO. Bolts shall be A 307's, or 325's unless noted otherwise.
"I" beams, Angle iron, "C", "Z" or "S" purlins or beams, open or closed, shall not be allowed.

ROOFING:

1. All roofing shall be 24 gauge Zincalume / Galvalume coated steel panels, ICBO #ER-2757. "HR-36" panels shall be 36" wide with 1½" high ribs @ 7.2". All roofing shall be pre-finished with PVF2 (Polyvinylidene Fluoride) Kynar 500 on the top side. All roof panels shall be pre-cut with ribs running with the slope of the roof. Roof fascia trim shall be 1 ½" "J" channel trim 24 gauge Zincalume / Galvalume coated pre-finished matching the roof color. Screws & rivets shall match roof color. No exceptions taken for roof type or trim.

POWDER COATING:

1. All frame members shall be media blasted to a white finish removing all rust, scale, oil and grease. Powder coating for all frame members shall be provisionally warranted for (10) ten years with **TRUZINC** 7520-70138 primer with a Dry Film Thickness of (2.0 - 6.0 mils) & hardness of 2H-3H with a Salt Spray Resistance of **6000 hours** and **Super Durable Gloss Polyester 9000** series finish paint (2.5-3.5 mils) with a hardness of H-H2 & has **1000 hour** salt spray resistance. Total of primer & finish paint shall be 4.5-9.5 mils of paint. Finish shall be a smooth uniform surface with no pits, runs or sags. For additional information, please visit <http://www.tcipowder.com/> for a complete list of specifications.

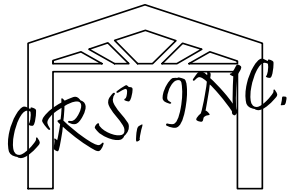
ERECTION:

1. Manufacturer shall supply complete layout and detail plans with installation instructions for the structure. The structure shall be erected in a work-man-like manner with framing, roofing and trim installed according to the manufacturer's installation instructions. Care shall be taken to avoid damaging the structure during installation. Touch up powder coat paint with paint provided to prevent rusting. Components of the structure shall be covered and kept dry prior to erection.

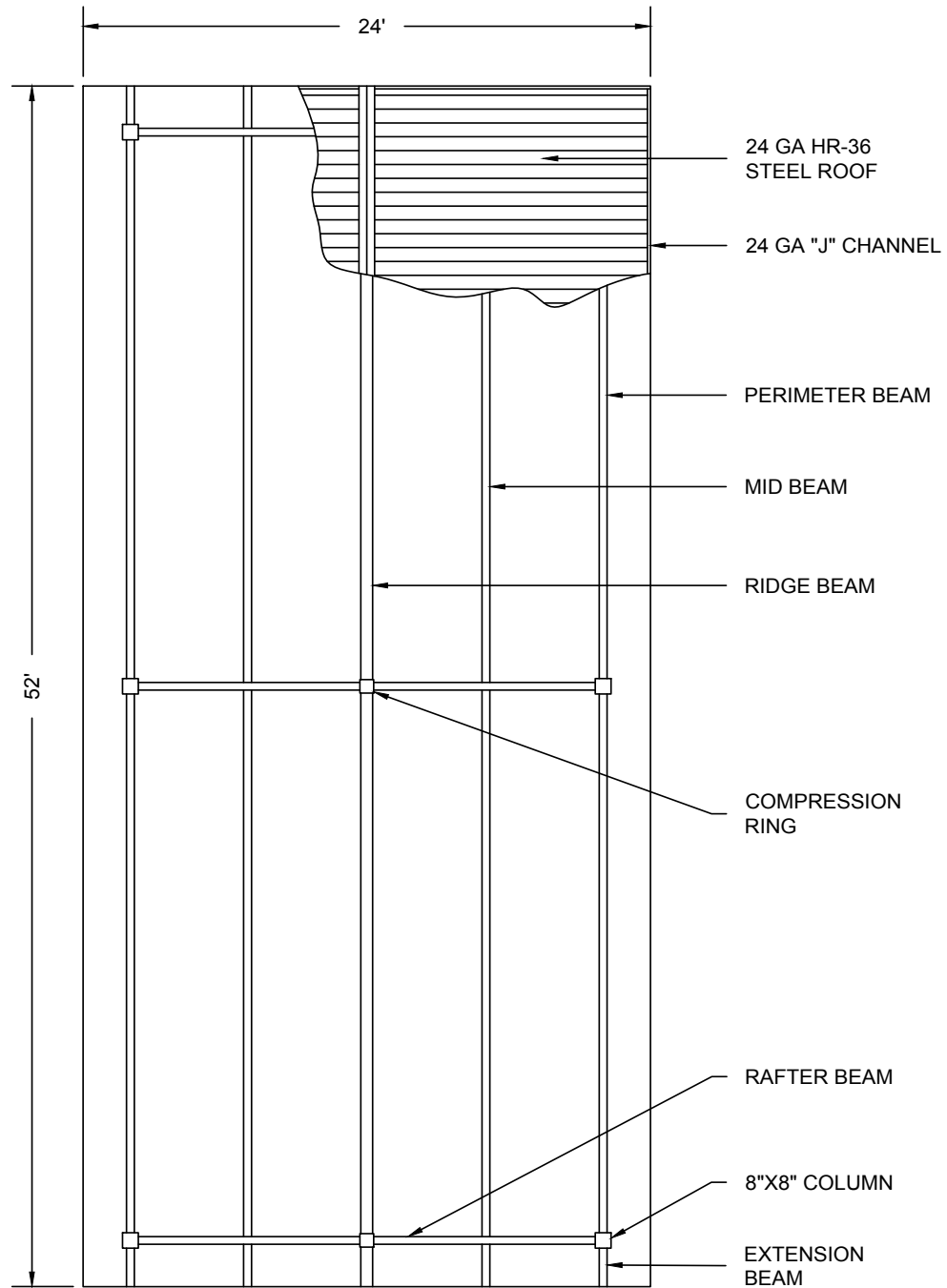
WARRANTEE:

1. Manufacturer shall warranty the structure to be free from defects in material and work-man-ship for a period of (10) ten years from date of acceptance by owner. Warranty does not include damage from theft, fire, vandalism or acts of God. Manufacturer shall repair or replace structure components of like kind at his option, to match existing material and workmanship. Steel roof finish shall be warranted for (30) thirty years under a separate roof manufacturer's warranty. Powder coat paint shall be warranted for (10) ten years after acceptance from owner against peeling, flaking and rusting. Warranty does not cover damage caused from shipping, erection of structure, lack of touchup and maintenance, overspray from lawn sprinklers or vandalism. Bolt threads are not powder coated and therefore are not covered under the powder coat warranty.

NOTE: Engineering specifications take precedence over drawings if differences occur.

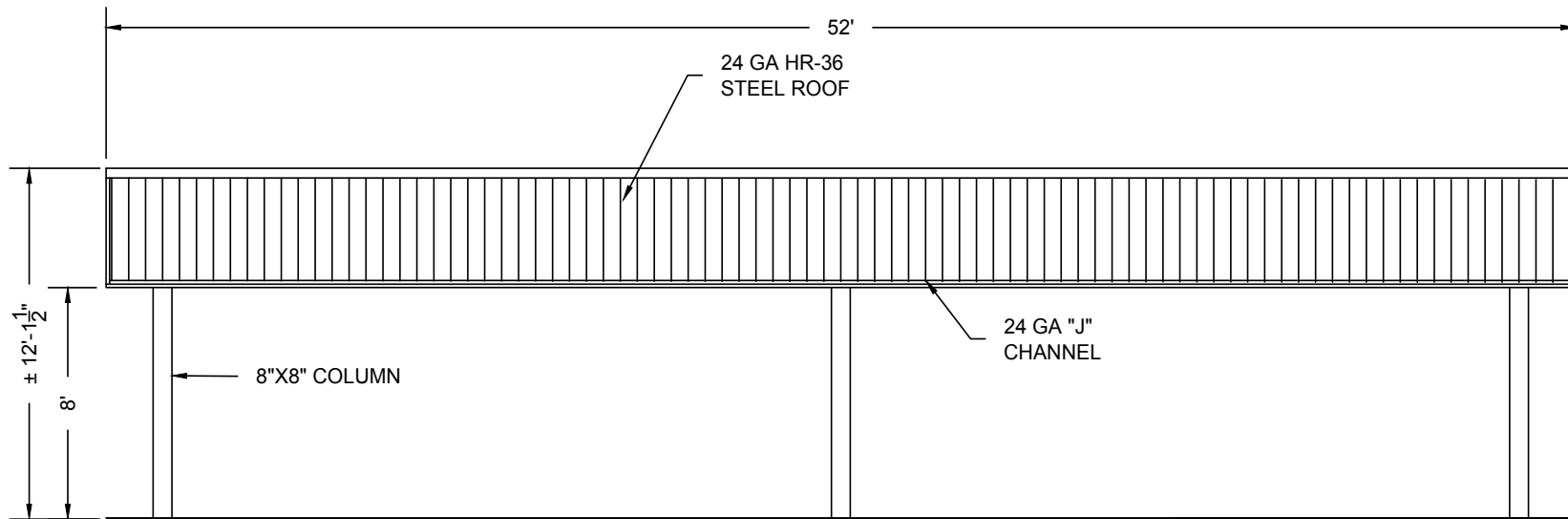
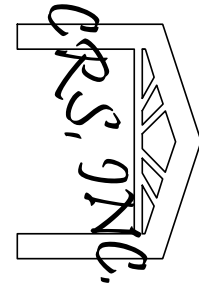


NOT FOR CONSTRUCTION



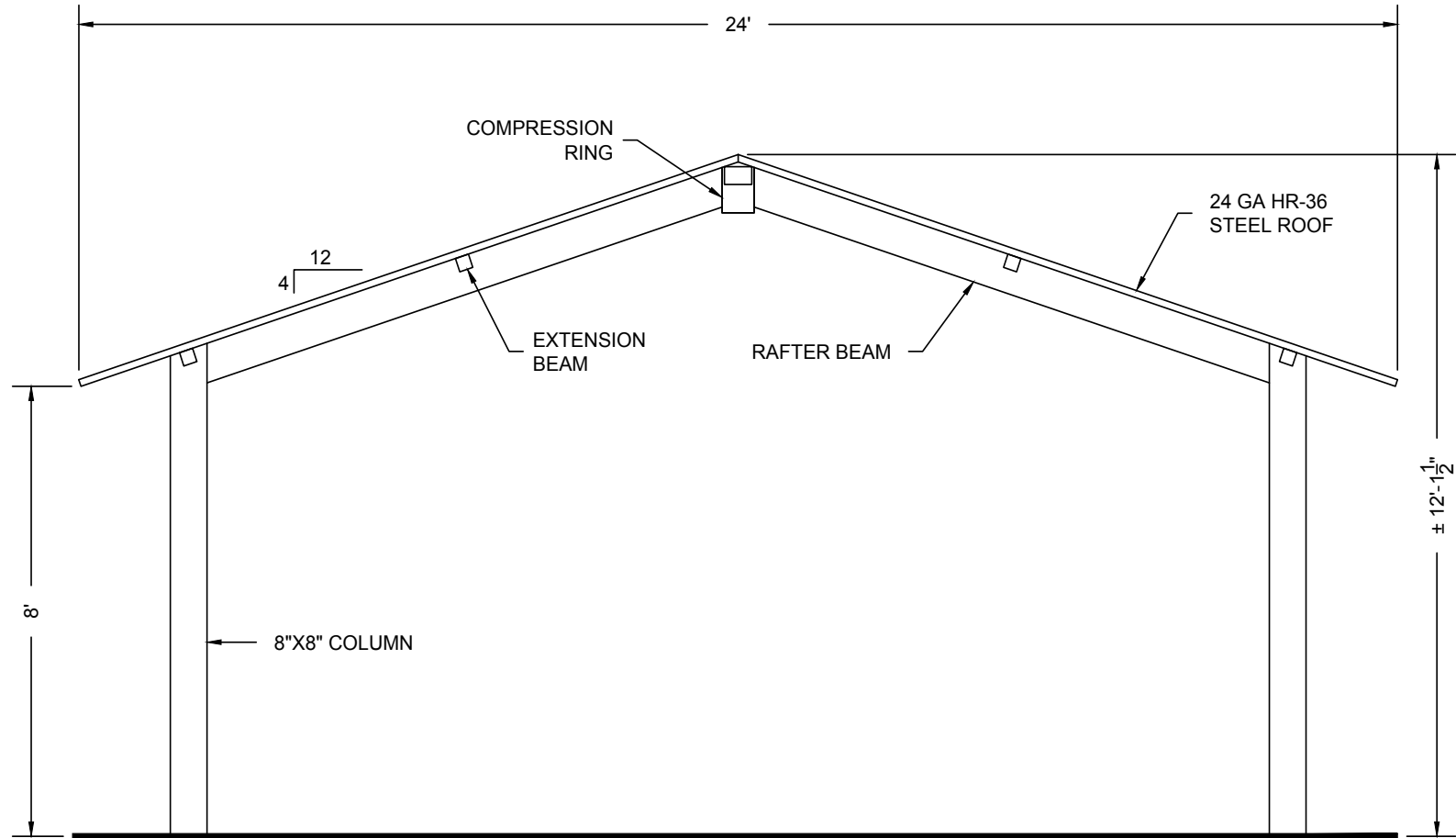
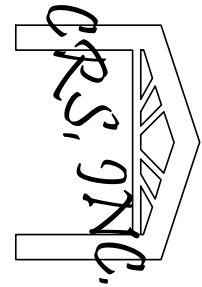
PLAN VIEW 24'X52' ORLANDO MODEL
NTS

NOT FOR CONSTRUCTION

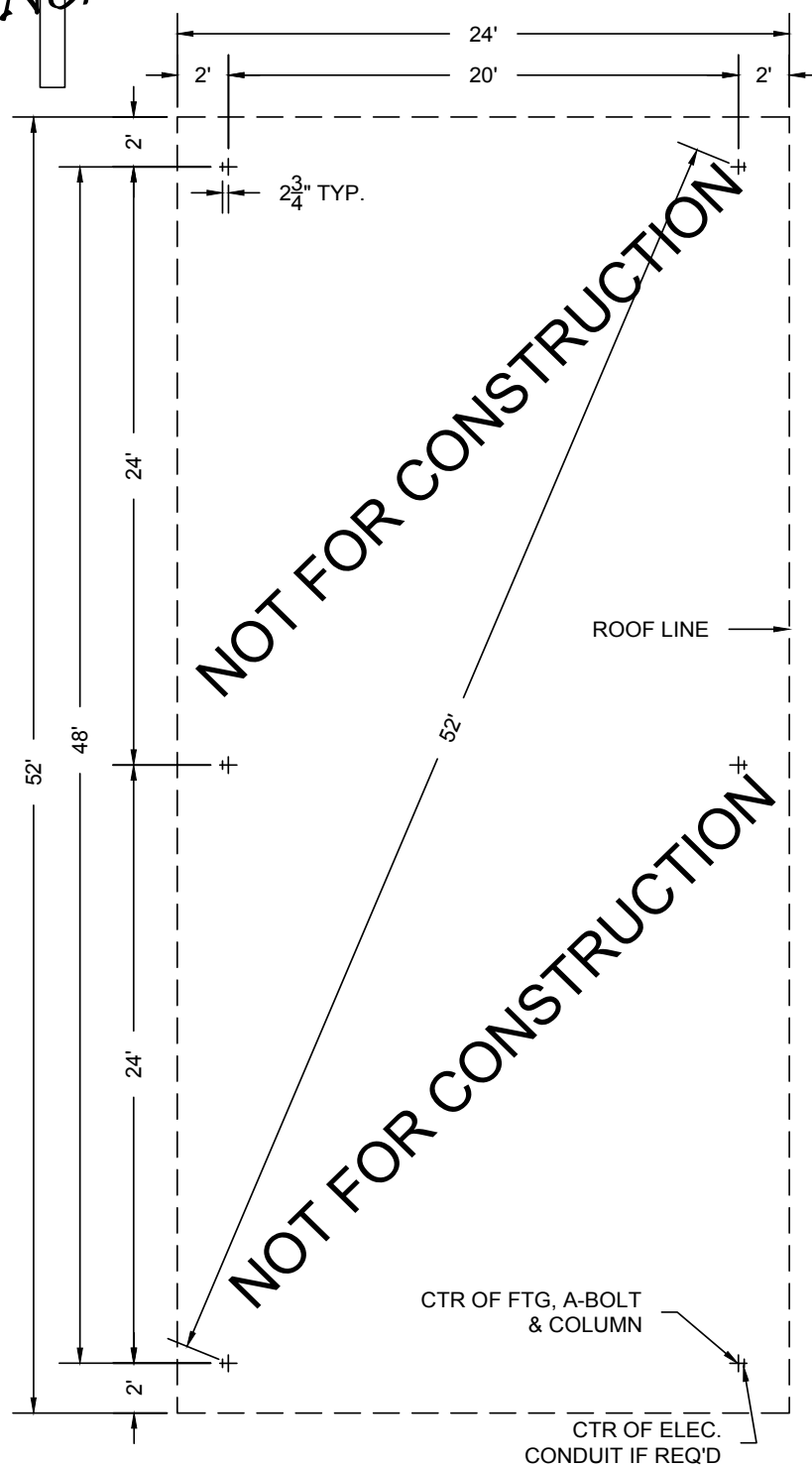
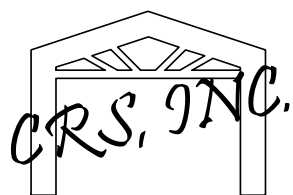


ELEVATION 24'X52' ORLANDO MODEL
NTS

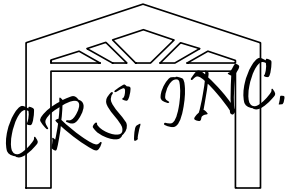
NOT FOR CONSTRUCTION



END ELEVATION 24'X52' ORLANDO MODEL
NTS

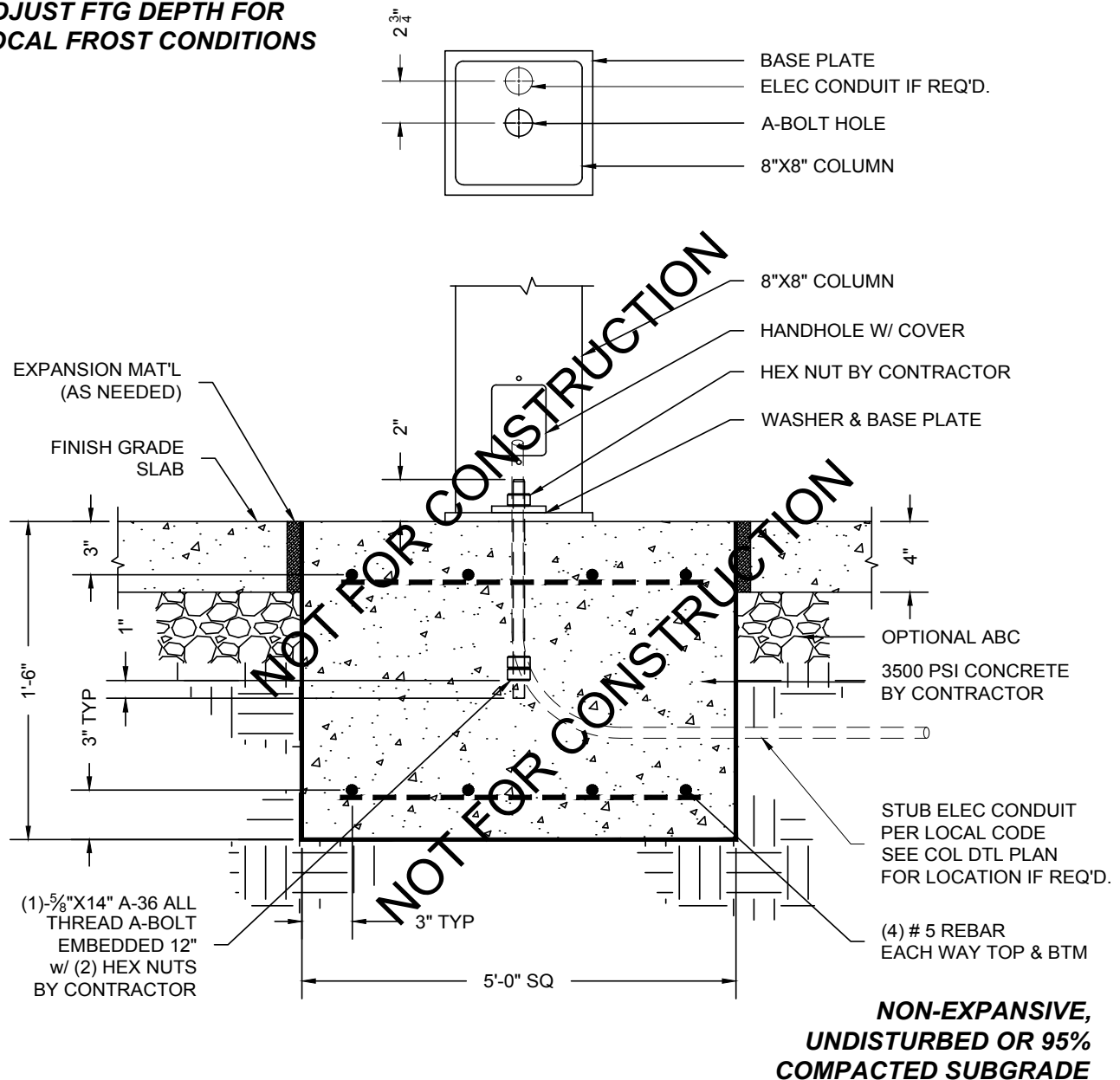


LAYOUT PLAN 24'X52' ORLANDO MODEL
NTS

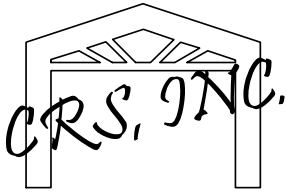


**ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS**

**NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING**

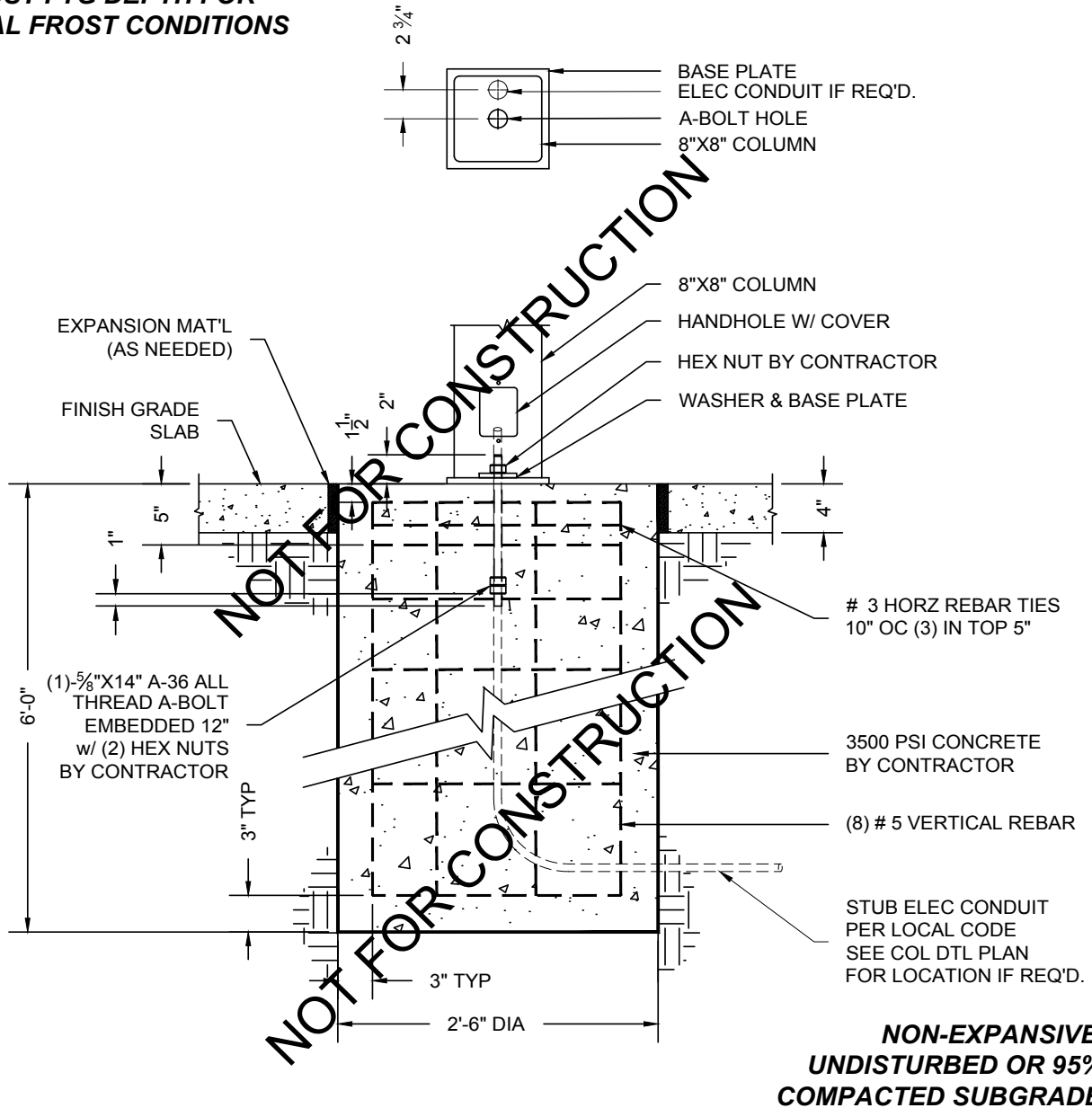


**1-BOLT SURFACE MOUNT SPREAD FOOTING
24'X52' ORLANDO MODEL
NTS**



NOTE: FOR ILLUSTRATION ONLY!
FOOTING SIZE MAY CHANGE w/
STRUCTURAL ENGINEERING

ADJUST FTG DEPTH FOR
LOCAL FROST CONDITIONS



1-BOLT SURFACE MOUNT CAISSON FOOTING
24'X52' ORLANDO MODEL
NTS

PAVILION BID SUMMARY AND RECOMMENDATION			B.A.T. 8/10/20
	Probuilt Designs	BWK Construction	Milestone Construction
Base Bid	\$89,919.00	\$121,500.00	\$158,825.00
Concrete Pad	\$18,900.00	\$10,100.00	\$18,600.00
Total with Concrete Pad:	\$108,819.00	\$131,600.00	\$177,425.00
Base Bid	\$89,919.00	\$121,500.00	\$158,825.00
Bituminous Pad	\$12,800.00	\$4,500.00	\$6,960.00
Total with Bituminous Pad:	\$102,719.00	\$126,000.00	\$165,785.00
<p>Funding Available: \$93,390</p> <p>Shortfall with Concrete Pad: \$15,429</p> <p>Shortfall with Bitumonus Pad: \$9,329</p>			
<p>ALTERNATIVE #1: Find additional Funding</p> <p>ALTERNATIVE #2: Eliminate Pads, but add stone dust pad</p> <p>Base Bid: \$89,919.00</p> <p>Cost of Stone Dust Pad: \$3,471.00</p> <p>Total (Alternative #2): \$93,390.00</p>			

Town Council
STAFF REPORT



To: Town Council
Title: Town Wide Road Line Striping Bid Acceptance
Meeting: Town Council - 26 Aug 2020
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

The Department released a Request for Bids for the Town Wide Road Line Striping. Bids were opened on July 28, 2020. Bids were received from Industrial Traffic Lines, Inc. for \$20,524.72, K5 Corporation for \$25,541.60 and On-the-Line, Inc. for \$36,725.19.

FINANCIAL IMPACT:

Funding to come from current FY 2020-2021 Budget.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Council approve and consent to award the Town Wide Road Line Striping bid to Industrial Traffic Lines, Inc. for \$20,524.72 to be funded out of current FY 2020-2021 budget.

SUGGESTED MOTION:

Motion to approve and consent to award the Town Wide Road Line Striping bid to Industrial Traffic Lines, Inc. for \$20,524.72 to be funded out of current FY 2020-2021 budget.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Town Wide Road Line Striping bid Results](#)
[Town Wide Road Line Striping bid](#)

Bid #20-09
Town Wide Road Line Striping
July 28, 2020 @ 2:30 pm

Attendees: Andre Garron, Town Administrator; Christine Soucie, Finance Director; Ear Labonte Public Works Director; Tomas Bartula, Highway Crew Chief

Bidders	Costs Total
Industrial Traffic Lines Inc.	\$ 20,524.72
K5 Corporation	\$ 25,541.60
On-the-Line, Inc.	\$ 36,725.19

Bid opening closed: 2:38 pm

Town of Hooksett



July 2020

Prepared by:
DEPARTMENT OF PUBLIC WORKS
35 MAIN STREET
HOOKSETT, NH 03106
(603) 485-8471

REQUEST FOR BIDS

Proposal for Town Wide Road Line Striping Bid #20-09

Acceptance Date: Tuesday, July 28, 2020 @ 2:30 PM

Sealed bid proposals, plainly marked, "Proposal for Town Wide Road Line Striping, Bid #20-09" on the outside of the mailing envelope as well as the sealed bid envelope, addressed to the Administration, Town of Hooksett, 35 Main Street, Hooksett, New Hampshire, 03106, will be accepted until Tuesday, July 28, 2020 at 2:30 PM when all bids will be publicly opened and read aloud.

Bid packages may be obtained from the Town's website at www.hooksett.org or by contacting the Administration Department at the above address or by calling 603-485-8472.

The Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

Inquiries

Inquiries pertaining to the request for proposal must cite the RFP title and acceptance date and be directed to the Department of Public Works Director, Earl LaBonte elabonte@hooksett.org.

Competition

It is the Town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator in writing if any language, requirement, specification etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notifications must be received not later than seven (7) days prior to the proposal acceptance date.

Introduction

The Town of Hooksett, Public Works Department, is seeking proposals from qualified vendors to perform line striping services for an estimated 88 miles of Town roads, to include crosswalks and arrows.

Background

The Town of Hooksett is home to an estimated 13,000 residents and is located in south-central New Hampshire.

Scope of Work

The Town of Hooksett is seeking proposals to provide a per foot price for the line striping of approximately 24+/- miles of double yellow centerline and approximately 17+/- miles of single white fog lines, 29 Crosswalks and 49 Arrows. Paint and application must meet provisions of NHDOT Specifications Section 708. All proposals must be submitted with the attached bid form. Awarded contractor will be provided with location map and listings, there will not be a town escort provided.

Vendor Qualifications

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

Submission Requirements

Items Addressed:

The proposal should address all points outlined in the request for proposals. While additional data may be presented, the following subjects and questions must be addressed:

- a. Name, address, telephone number, fax number and e-mail address of the company
- b. Name of contact person and telephone number for purposes of the following up on the proposal.
- c. Narrative including the qualifications of the company and municipal experience.
- d. Has the company been in bankruptcy, reorganization or receivership in the last five years?? If so, please explain current status.
- e. Has the Company been disqualified or terminated by any public agency or Town? If so, explain.
- f. Three (3) copies of the proposal must be submitted.
- g. All tabulations must be and pricing must be submitted on the Line Stripping Bid Form

Firm Pricing

Proposed fees must be firm for the Town acceptance for 90 days from the acceptance date of proposals.

Completion Date

All work performed must be completed by October 1, 2020.

2

Bid # 20-XX Town Wide Line Striping

Insurance

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

General Liability:	\$1,000,000	per occurrence
	\$2,000,000	Aggregate
Automobile Liability	\$ 100,000	Bodily Injury per person
	\$ 300,000	per Occurrence
Workers Compensation	\$1,000,000	Per Occurrence (Coverage B-Employer's Liability)
	\$1,000,000	per Employee (Coverage A-Statutory)

Reservation of Rights

The Town of Hooksett reserves the right to reject all of 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.

Submission

Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP "Proposal for Town Wide Road Line Striping, Bid #20-XX" and the acceptance date and time.

Prospective bidders must monitor the Town's website for any addendums.

Proposals must be received by the Town of Hooksett ON or BEFORE the hour specified on the acceptance date. Proposals may be either mailed or hand delivered to the Town of Hooksett, Town Hall, 35 Main Street, Hooksett, NH 03106, and Attn: Administration.

LATE BIDS WILL NOT BE ACCEPTED

LINE STRIPING FORM

ITEM UNIT PRICE

Double Yellow Centerline 126,720 @ .09 = \$11,404.80

Single white Line 89,760 @ .042 = \$3,769.92

Crosswalks 29 @ \$100.00 = \$2,900.00

Arrows 49 @ \$50.00 = \$2,450.00

BID AMOUNT: \$20,524.72

BID AMOUNT: Twenty thousand, five hundred twenty four dollars and seventy two cents
(NUMERALS)
(WRITE OUT IN WORDS)

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

Name of Firm: Industrial Traffic Lines Inc.

Business Address: 3 Sanborn Rd, Londonderry, NH 03053

Telephone Number: 603-552-3780

E-mail: industrialtrafficlines@gmail.com

Scott Mason-President
Print Representative's Name and Title

[Signature]
Signature

Industrial Traffic Lines, Inc.

3 Sanborn Rd, Londonderry, NH 03053

P. (603) 552-3780 F. (603) 965-4380

e-mail-industrialtrafficlines@gmail.com

Dear Sir/Madam,

I would like to take a moment of your time to introduce you to our company. We are a pavement marking company in southern New Hampshire. We have been in business since 1989, first under the name of Seal-Tec Asphalt Coatings, Inc. and due to the sale of the sealcoating and crack sealing portion of our company, we have changed our name to **Industrial Traffic Lines, Inc.**

Our company is one of the top professionals in the pavement marking field. We can help you with parking lot striping, layout, road striping, line removal and thermoplastic pavement markings. We are very competitive in our prices and will gladly supply references upon request. We are fully insured with full liability and workers' compensation.

The company has never filed bankruptcy or reorganized. We also have never been disqualified or terminated by any public agency or Town.

We are an Equal Opportunity Employer and in compliance with the Americans with Disabilities Act.

Thank you in advance for your consideration.

Sincerely,



Scott Mason

INDUSTRIAL TRAFFIC LINES, INC.

PHONE: 603-552-3780 FAX: 603-965-4382

LIST OF CONTRACTOR'S EQUIPMENT TO BE UTILIZED ON PROJECT:

State Spec. 2000 GMC LDI w/2 250 gallon Tanks (NH DOT INSPECTED)	
2017 F350	Chase vehicle w/ 2 way radio dispatch
2005 F350	Chase vehicle w/ 2 way radio dispatch
2003 F150	Chase vehicle w/ 2 way radio dispatch

LIST OF CONTRACTS CONTRACTOR HAS COMPLETED IN OTHER CITIES AND TOWNS:

City/Town	Contact Person	Telephone Number
Town of Seabrook	John Starkey	474-3311
Town of Northfield	Andy Buteau	998-3100
Town of Durham	Doug Bullen	817-9472
Town of Pembroke	Victor Ranfos	848-0449
Town of Fremont	Leon Holmes	300-7430
Town of Milford	Chris Anton	801-0153
Town of Lee	Steve Bullek	738-5963
Town of New Boston	Richard Perusse	657-4262
Town of Londonderry	Paul Schacht Jr.	552-7863
City of Rochester	Ken Henderson	335-3833
Town of Hudson	Jay Twardosky	235-4918

WWW.INDUSTRIALTRAFFICLINES.COM INDUSTRIALTRAFFICLINES@GMAIL.COM

Industrial Traffic Lines, Inc.

The work shall consist of furnishing and placing white, yellow, red and blue retroreflective paint (or thermoplastic as required) pavement markings at locations as ordered or assigned by the Town's Representative. The assignment may be increased or decreased and the price will be adjusted accordingly. Striping shall be made by the contract unit price per linear foot actually striped. A GPS tracking system is used to provide accurate linear footage of all striping.

Immediately before applying the pavement marking paint to the pavement, Industrial Traffic Lines shall insure the surface is dry and entirely free from dirt, sand, grease, oil or other matter which would prevent effective adhesion of the paint to the pavement.

Traffic paint shall be ready mixed white, yellow, red and blue paint which may be used as a base for reflective glass beads for use as a plain non-reflective traffic paint suitable for either bituminous or concrete surfaces. White or yellow traffic paint shall meet the requirements of the current Department of Transportation specifications. Paint shall be applied to a thickness of 15-20 mil.

Glass beads shall conform to AASHTO M 247 and shall be Type 1 with a minimum moisture resistant coating. Glass beads shall be evenly applied through the entire paint thickness at a rate of 6-8 pounds to each gallon of water base or alkyd paint. Glass beads shall be applied simultaneously with paint, by pressurized or mechanized drop methods.

Newly applied pavement markings shall be protected from traffic until the material has cured. The method of protection shall not constitute a hazard to the traveling public.

All equipment used in striping operations shall be equipped in accordance with existing state law and shall be equipped with a flashing light with the following characteristics:

- *Visible for a minimum of one (1) mile.
- *Flash sixty (60) to ninety (90) times per minute.
- *Mounted for three hundred sixty (360) degree visibility.
- *Equipped with amber lens.

The safety of the public and the convenience of traffic shall be of prime importance. Unless otherwise specified, all portions of the streets shall be kept open to traffic at all times throughout striping operations. Equipment and personnel shall move in the same direction as traffic at all times during all striping operations. The Municipality will have a Representative lead with a vehicle accompanied by one of our radios for quality control, as well as to familiarize us with the streets that need striping. A safety meeting will be conducted with the DPW prior to the day's work, as to the operations to be performed.

Attached is a list of jobs that we have successfully completed with other Municipalities.

Town Council **STAFF REPORT**



To: Town Council
Title: Autumn Frost Subdivision Street Name Approval
Meeting: Town Council - 26 Aug 2020
Department: Community Development
Staff Contact: Leann Fuller, Community Development Clerk

BACKGROUND INFORMATION:

This project was originally approved by the Planning Board in 2014. On April 6, 2020, the Planning Board granted a two-year extension of the active and substantial vesting period under the Town Development Regulations to allow this 18 lot subdivision off Summerfare Street to move forward with roadway construction, erosion control measures, drainage construction, and underground utility conduits. The project was subsequently bonded, a pre-construction conference was held with Town staff, clear-cut permits were obtained, and the developer's contractors have begun work on the roadway. The work has been fully permitted to date and the project is in full compliance with the stipulations of the Town Development Regulations.

The developer has requested the Town Council approve the street name as Marigold Way, or alternatively Acorn Lane or Chestnut Drive.

RECOMMENDATION:

Please see the enclosed correspondence from DPW, Police, Fire, and Code Enforcement indicating that Chestnut Drive is not acceptable, as it would be a duplicate. Either Marigold Way or Acorn Lane are acceptable and henceforth it is recommended Council motion to approve Marigold Way.

SUGGESTED MOTION:

Motion to approve Marigold Way as the street name for the Autumn Frost Subdivision located off of Summerfare Street.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Autumn Frost Street Name Approval Forms](#)

STREET NAME

APPROVAL FORM

To: Hooksett Town Council

Date: 6/18/20

Please review the following name(s) being proposed for new residential streets. The name(s) have been reviewed for 9-1-1 compatibility and are within the established guidelines. The applicant previously secured Planning Board entitlements to develop the residential lots and associated streets under review, and the street name(s) must be approved by Town Council prior to permitted work beginning on the site.

NAME OF DEVELOPMENT: Autumn Frost

NAME OF DEVELOPER: Wayne Kenny Builders, LLC

<u>PROPOSED NAME(S)</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Marigold Way (primary)	_____	_____
Acorn Lane (alternative)	_____	_____
Chestnut Drive (alternative)	_____	_____

Approved by the Hooksett Town Council: _____
Date

Town Council Chair _____
 Police Department ☒ _____
 Fire Department ☒ _____
 Public Works ☒ _____
 Code Enforcement ☒ _____

Leann Fuller

From: Steve Colburn <SColburn@hooksettfire.org>
Sent: Thursday, June 18, 2020 10:52 AM
To: Nicholas Williams; Leann Fuller; Janet Bouchard; Jake Robie; James Burkush; Earl Labonte; Matthew Lavoie
Subject: RE: Street Name Form

#1&2 are acceptable, we already have a Chestnut Lane in town.

Steven Colburn
Assistant Fire Chief
Hooksett Fire-Rescue
 Tel: (603) 623-7272
 Fax: (603) 626-6742
scolburn@hooksettfire.org
www.hooksettfire.org

Email confidentiality notice: The information in this email and subsequent attachments may contain confidential information that is intended solely for the attention and use of the named addressee(s). This message or any part thereof must not be disclosed, copied, distributed or retained by any person without authorization from the addressee

From: Nicholas Williams <NWilliams@hooksett.org>
Sent: Thursday, June 18, 2020 9:55 AM
To: Leann Fuller <LFuller@hooksett.org>; Janet Bouchard <jbouchard@hooksettpolice.org>; Jake Robie <JRobie@hooksettpolice.org>; Steve Colburn <SColburn@hooksettfire.org>; James Burkush <JBurkush@hooksettfire.org>; Earl Labonte <ELabonte@hooksett.org>; Matthew Lavoie <MLavoie@hooksett.org>
Subject: RE: Street Name Form

Good morning,

Please also see the attached request for the Autumn Frost subdivision.

From: Leann Fuller
Sent: Thursday, June 18, 2020 9:43 AM
To: Janet Bouchard; Jake Robie; Steve Colburn; James Burkush; Earl Labonte; Matthew Lavoie
Cc: Nicholas Williams
Subject: FW: Street Name Form

All,

Please review the attached street name approval form. Please indicate which name you prefer and sign in the appropriate spot. Please return to me ASAP. I have included the plan for reference. This road name will be for a private shared driveway.

Thank you,

Leann

STREET NAME

APPROVAL FORM

To: Hooksett Town Council

Date: 6/18/20

Please review the following name(s) being proposed for new residential streets. The name(s) have been reviewed for 9-1-1 compatibility and are within the established guidelines. The applicant previously secured Planning Board entitlements to develop the residential lots and associated streets under review, and the street name(s) must be approved by Town Council prior to permitted work beginning on the site.

NAME OF DEVELOPMENT: Autumn Frost

NAME OF DEVELOPER: Wayne Kenny Builders, LLC

<u>PROPOSED NAME(S)</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Marigold Way (primary)	_____	_____
Acorn Lane (alternative)	_____	_____
Chestnut Drive (alternative)	_____	_____

Approved by the Hooksett Town Council: _____
Date

Town Council Chair	_____
Police Department	_____
Fire Department	_____
Public Works	First two ok <i>[Signature]</i> no for chestnut
Code Enforcement	_____

STREET NAME
APPROVAL FORM

To: Hooksett Town Council

Date: 6/18/20

Please review the following name(s) being proposed for new residential streets. The name(s) have been reviewed for 9-1-1 compatibility and are within the established guidelines. The applicant previously secured Planning Board entitlements to develop the residential lots and associated streets under review, and the street name(s) must be approved by Town Council prior to permitted work beginning on the site.

NAME OF DEVELOPMENT: Autumn Frost

NAME OF DEVELOPER: Wayne Kenny Builders, LLC

PROPOSED NAME(S)

LOCATION

DESCRIPTION

Marigold Way (primary)

Acorn Lane (alternative)

Chestnut Drive (alternative)

Approved by the Hooksett Town Council: _____

Date

Town Council Chair

Police Department

Fire Department

Public Works

Code Enforcement

Just Burchard

Town Council
STAFF REPORT



To: Town Council
Title: University Commons Street Name Approval
Meeting: Town Council - 26 Aug 2020
Department: Community Development
Staff Contact: Leann Fuller, Community Development Clerk

BACKGROUND INFORMATION:

University Commons is proposed off of University Circle on Map 14, Lot 1-11. This project consists of five buildings with four townhouses in each building. For this development, a new road name is required. Five names have been proposed but only one is suitable due to the others being present in Hooksett already or too close to another road name. The Public Works Director, Code Enforcement Office, Assistant Fire Chief and Police Captain have signed off on Overlook Drive as the new road name.

RECOMMENDATION:

Approve Overlook Drive as the street name for the University Commons development.

SUGGESTED MOTION:

Motion to approve Overlook Drive as the street name for the University Commons development proposed on Map 14, Lot 1-11.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[University Commons Street Name Approval Forms](#)

STREET NAME

APPROVAL FORM

To: Hooksett Town Council

Date: 7/20/2020

Please review the following name(s) being proposed for new streets in Hooksett. The name(s) have been reviewed for 9-1-1 compatibility and are with the established guidelines. The applicant is presently preparing a submission for the Planning Board and the street name(s) must be approved, by you, prior to being deemed "complete" by the Planning Board.

NAME OF DEVELOPMENT: University Commons.

NAME OF DEVELOPER: Anley Construction

<u>PROPOSED NAME(S)</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
1) Overlook Dr	drive way	Site plan
2) Highland Dr	off University Ct.	30 townhouses
3) Crestview Lane		Condo's
4) Fairview Dr.		
5) Hill Side Lane		

Approved by the Hooksett Town Council: _____ Date _____

Town Council Chair	_____
Police Department	_____
Fire Department	e-mail _____
Public Works	_____
Code Enforcement	_____

STREET NAME

APPROVAL FORM

To: Hooksett Town Council

Date: 7/20/2020

Please review the following name(s) being proposed for new streets in Hooksett. The name(s) have been reviewed for 9-1-1 compatibility and are with the established guidelines. The applicant is presently preparing a submission for the Planning Board and the street name(s) must be approved, by you, prior to being deemed "complete" by the Planning Board.

NAME OF DEVELOPMENT: University Commons.

NAME OF DEVELOPER: Anley Construction

<u>PROPOSED NAME(S)</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
1) Overlook Dr	clive way	site plan
2) Highland Dr	off University Cr.	30 townhouses.
		Condo's
3) Crestview Lane.		
4) Fairview Dr.		
5) Hill Side Lane		

Approved by the Hooksett Town Council: _____ Date _____

Town Council Chair

Police Department Cpl. Piche #39

Fire Department _____

Public Works _____

Code Enforcement _____

Leann Fuller

From: Steve Colburn <SColburn@hooksettfire.org>
Sent: Monday, July 27, 2020 10:27 AM
To: Leann Fuller
Subject: RE: University Commons Street Names

Overlook Drive works for fire.

Steven Colburn
Assistant Fire Chief
Hooksett Fire-Rescue
Tel: (603) 623-7272
Fax: (603) 626-6742
scolburn@hooksettfire.org
www.hooksettfire.org

Email confidentiality notice: The information in this email and subsequent attachments may contain confidential information that is intended solely for the attention and use of the named addressee(s). This message or any part thereof must not be disclosed, copied, distributed or retained by any person without authorization from the addressee.

On Jul 27, 2020 9:02 AM, Leann Fuller <LFuller@hooksett.org> wrote:

Thank you, Steve. I just need a quick signature or e-mail noting that you still recommend Overlook Drive over all other options.

Thank you,

Leann Fuller
Administrative Assistant
Community Development Department
Town of Hooksett
35 Main Street
(603) 485-4117

From: Steve Colburn <SColburn@hooksettfire.org>
Sent: Monday, July 27, 2020 8:36 AM
To: Leann Fuller <LFuller@hooksett.org>; Matthew Lavoie <MLavoie@hooksett.org>
Subject: RE: University Commons Street Names

I would stay way from anything hill in it, to many of those already.

Steven Colburn
Assistant Fire Chief
Hooksett Fire-Rescue
Tel: (603) 623-7272
Fax: (603) 626-6742
scolburn@hooksettfire.org
www.hooksettfire.org

Town Council

STAFF REPORT



To: Matthew Lavoie
Title: Street Name Approval for property located near Allenstown Line, Owner requires access to new construction of a livestock barn
Meeting: Town Council - 26 Aug 2020
Department: Community Development
Staff Contact: Kathy Lawrence, Community Development Clerk

BACKGROUND INFORMATION:

Street name approval request for Thessalonika Drive Map 1 Lot 14. The name was approved by all required department heads(see signatures on form). Assistant Chief Colburn of Hooksett Fire and Allenstown Chief St. Germain are in agreement that a new road would be best for the property in the event more development occurs in Allenstown it will still follow E9-1-1, and the towns have been in contact and agree with the name Thessalonika Drive (email confirmation provided).

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

Following E9-1-1 recommended standards and town procedure for street name approvals

RECOMMENDATION:

Thessalonika was the first choice of 3 from the property owner

SUGGESTED MOTION:

Motion to approve street name, Thessalonika Drive, Map 1 Lot 14.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Thessalonika Drive Staff Report doc](#)

STREET NAME
APPROVAL FORM

To: Hooksett Town Council

Date:

Please review the following name(s) being proposed for new residential streets. The name(s) have been reviewed for 9-1-1 compatibility and are within the established guidelines. The applicant previously secured Planning Board entitlements to develop the residential lots and associated streets under review, and the street name(s) must be approved by Town Council prior to permitted work beginning on the site.

NAME OF DEVELOPMENT:

NAME OF DEVELOPER:

<u>PROPOSED NAME(S)</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Thessalonika Drive (primary)	Map 1 Lot 14	
Latissa Lane (alternative)	Map 1 lot 14	
Spartan Way(alternative)	Map 1 lot 14	

Approved by the Hooksett Town Council: _____
Date

Town Council Chair

Police Department

Fire Department

Public Works

Code Enforcement

Matthew Lavoie

From: Chief Paul St. Germain <pst.germain@allentownnh.gov>
Sent: Tuesday, July 28, 2020 9:56 PM
To: Matthew Lavoie
Cc: Dawna Baxter; Marissa.jones@dos.nh.gov
Subject: Re: Send data from MFP13410935 07/28/2020 12:19

No issues from Allentown...

Paul St. Germain
Fire Chief
Fire Warden
Allentown Fire Department
1 Ferry Street
Allentown, NH 03275
603-485-9202 ext. 200
603-340-8377(cell)

> On Jul 28, 2020, at 3:47 PM, Matthew Lavoie <MLavoie@hooksett.org> wrote:

>

> For your information the applicant has settled on Thessalonika Drive for the driveway on Pleasant Street. Keep in mind there will be an electrical service for this barn as well. Let me know if there are any issues with this. Thanks.

>

>

> Matthew Lavoie

> Town Of Hooksett

> Code Enforcement Officer

> Phone 485-4117

> Email: MLavoie@hooksett.org

> Website Hooksett.org

>

>

>

> <DOC072820-07282020121933.pdf>

Matthew Lavoie

From: Jones, Marissa <Marissa.Jones@dos.nh.gov>
Sent: Wednesday, July 29, 2020 10:29 AM
To: Matthew Lavoie; Dawna Baxter; Paul St. Germain
Subject: RE: Send data from MFP13410935 07/28/2020 12:19

Looks good! I see no issues with it.

Have a great day!

Marissa

Marissa Jones
E9-1-1 Field Representative I
State of NH Department of Safety
Division of Emergency Services and Communications
E9-1-1 Data Operations Unit

50 Communications Dr.
Laconia, NH 03246
Office: (603) 527-2069 ext. 34340
Cell: (603) 856-5384
Marissa.Jones@dos.nh.gov

-----Original Message-----

From: Matthew Lavoie [<mailto:MLavoie@hooksett.org>]
Sent: Tuesday, July 28, 2020 3:47 PM
To: Dawna Baxter <dbaxter@allentownnh.gov>; Paul St. Germain <pst.germain@allentownnh.gov>
Cc: Jones, Marissa <Marissa.Jones@dos.nh.gov>
Subject: FW: Send data from MFP13410935 07/28/2020 12:19

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

For your information the applicant has settled on Thessalonika Drive for the driveway on Pleasant Street. Keep in mind there will be an electrical service for this barn as well. Let me know if there are any issues with this. Thanks.

Matthew Lavoie
Town Of Hooksett
Code Enforcement Officer
Phone 485-4117
Email: MLavoie@hooksett.org
Website
[https://urldefense.com/v3/http://Hooksett.org;!Oai6dtTQULp8Sw!EJVRXJB6KW7GNG_yMZJDVIQ10I04PJceWu-Unc6IkX2DJSmez_djhPFFvh-5wjpF2iviLA\\$](https://urldefense.com/v3/http://Hooksett.org;!Oai6dtTQULp8Sw!EJVRXJB6KW7GNG_yMZJDVIQ10I04PJceWu-Unc6IkX2DJSmez_djhPFFvh-5wjpF2iviLA$)

Town Council STAFF REPORT



To: Town Council
Title: Capital Improvement Plan FY Ending 2022-2027 Overview
Meeting: Town Council - 26 Aug 2020
Department: Finance
Staff Contact: Christine Soucie, Finance Director

BACKGROUND INFORMATION:

Town Administrator Garron will present an overview of the Capital Improvement Plan(CIP) approved by the Planning Board on July 20, 2020.

The CIP is a planning document which identifies projects anticipated in the next six years. While all six years are important, the focus of this overview will be on the first year of the plan known as the "Capital Budget Year".

The Planning Board voted to make two changes to the Capital Budget Year; 1) remove the replacement of the pool car and 2) add the Historical Old Town Hall to the Capital Budget Year. As a result, the following summary lists 13 items listed in the Capital Budget Year:

- 1) Merrimack Riverwalk Trail Phase III for \$320,950.00. \$20,450.00 from Conservation Land Improvement Capital Reserve and \$300,000 from tax dollars.
- 2) Engine #4 Replacement for \$700,000.00 funded from Fire Apparatus Capital Reserve.
- 3) Car #3 Replacement for \$65,000.00 funded by \$50,000.00 from Fund Balance and \$15,000.00 from tax dollars.
- 4) Cruiser Replacement for \$97,090.00 funded with tax dollars.
- 5) Rte. 3A Corridor Improvement Study for \$250,000.00 funding of \$200,000.00 from the State and \$50,000.00 from tax dollars.
- 6) Town Wide Paving for \$900,000.00 funded from tax dollars.
- 7) Pickup Truck P4-08 Replacement for \$40,000.00 funding from DPW Vehicle Capital Reserve.
- 8) Pickup Truck PR1-08 Replacement for \$50,000.00 funding from DPW Vehicle Capital Reserve.
- 9) Public Works' Building Upgrades for \$250,000.00 funding from Town Building Maintenance Capital Reserve.
- 10) Historic Old Town Hall for \$200,000.00 funding from tax dollars.
- 11) Parks Maintenance Building at Donati for \$150,000.00 funding from P&R Facilities Capital Reserve and Parks Impact Fees.
- 12) Cat Loader SW-924 for \$150,000.00 funding from Solid Waste Special Revenue Fund.
- 13) Auto #1 Replacement for \$300,000.00 funded by \$175,000.00 from Automated Collection Capital Reserve and \$125,000.00 from Solid Waste Special Revenue Fund.

The Capital Improvement Plan is available via www.hooksett.org > Finance Dept. page. Councilors may access the hard copy CIP via their FY 2021-2022 budget book.

FINANCIAL IMPACT:

Total Capital Budget for FY 2021-22 is \$3,473,040.00 of this amount \$650,000.00 comes from other revenues sources, \$1,260,950.00 comes from Capital Reserves and \$1,562,090.00 from tax dollars.

For comparison the voter approved Capital Budget for FY 2020-21 was \$1,868,990.00. \$150,000.00 from other revenues \$825,000.00 into Capital Reserves and \$893,990.00 from tax dollars.

The largest increases in tax dollars are the Merrimack Riverwalk for \$300,000.00, the increase in Paving from \$600,000.00 to \$900,000.00 and the Historic Old Town Hall for \$200,000.00.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Listen to review of CIP. Few changes made by the Planning Board has altered the committee's recommendation.

Town Council

STAFF REPORT



To: Town Council
Title: Appoint ADA Coordinator and Adopt ADA Public Notice & ADA Grievance Procedure
Meeting: Town Council - 26 Aug 2020
Department: Administration
Staff Contact: Donna Fitzpatrick, Administrative Services Coordinator

BACKGROUND INFORMATION:

Federal law states that a public entity that employs 50 or more persons shall manage efforts to comply with the Americans with Disabilities Act. For more information refer to [Chapter 28 C.F.R. pt. 35, § 35.107\(a\) \(2005\)](#). Most public entities start by appointing an **ADA Coordinator** who will then coordinate action guide steps (see below) and put together an ADA team.

ADA Title II Action Guide for State and Local Governments

- [Step 1 - Start Implementation](#) (05/20/2020 the State of NH ADA Office of Federal Compliance reached out to the Town of Hooksett Administration to inquire on our Town's appointment of an ADA Coordinator to coordinate the administrative requirements of ADA compliance, to respond to ADA complaints filed by the public and the adoption of a Public Notice and Grievance Procedure.)
- [Step 2 - Appoint an ADA Coordinator](#) (08/26/2020 Town Council Meeting - Council Appoint Donna Fitzpatrick)
- [Step 3 - Adopt and Provide a Public Notice](#) (08/26/2020 Town Council Meeting - Council Adopt attached draft Notice - language provided by State of NH) - see 35.106 below for details
- [Step 4 - Adopt and Provide a Grievance Procedure](#) (08/26/2020 Town Council Meeting - Council Adopt attached draft Grievance Procedure - language provided by State of NH) see 35.107 below for details

ADA Coordinator next steps after appointment by Town Council is to establish ADA team then:

- [Step 5 - Conduct a Self-Evaluation](#) of both facilities, playgrounds, recreational fields, and social media for access by employees, board/committee members and general public as appropriate
- [Step 6 - Develop a Transition Plan](#)
- [Step 7 - Create an Action Plan](#)

*§ 35.106 Notice

A public entity shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of this part and its applicability to the services, programs, or activities of the public entity, and make such information available to them in such manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Act and this part.

§ 35.107 Designation of responsible employee (ADA Coordinator) and adoption of grievance procedures

- (a) *Designation of responsible employee.* A public entity that employs 50 or more persons shall designate at least one employee (ADA Coordinator) to coordinate its efforts to comply with and carry out its responsibilities under this part, including any investigation of any complaint communicated to it alleging its noncompliance with this part or alleging any actions that would be prohibited by this part. The public entity shall make available to all interested individuals the name, office address, and telephone number of the employee or employees designated pursuant to this paragraph.
- (b) *Complaint procedure.* A public entity that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by this part.

FINANCIAL IMPACT:

To be determined based on ADA improvement needs as identified in step 5 above.

POLICY IMPLICATIONS:

To be determined based on step 5 - step 7 above.

RECOMMENDATION:

1) Appoint Donna Fitzpatrick as the Town of Hooksett, NH ADA Coordinator. Ms. Fitzpatrick currently in position of Human Resources with duties and responsibilities to support the appointment of an ADA Coordinator to include but not limited to:

- coordinating and implementing policy/programs for all Town employees
- employee grievance process
- risk management to minimize Town liability relating to employees, Board/Committee members and general public.

2) Adopt ADA Public Notice & ADA Grievance Procedure as submitted; language provided by State of NH.

SUGGESTED MOTION:

Motion to appoint Donna Fitzpatrick as the Town of Hooksett, NH ADA Coordinator.

Motion to adopt ADA Public Notice & ADA Grievance Procedure as submitted.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[ADA NOTICE 08262020](#)

[ADA GRIEVANCE 08262020](#)

NOTICE

TOWN OF HOOKSETT, NH

AMERICANS WITH DISABILITIES ACT

The Town of Hooksett, NH does not discriminate on the basis of disability in its services, programs or activities.

Employment: The Town of Hooksett, NH does not discriminate on the basis of disability in its hiring or employment practices and complies with the ADA Title I employment regulations.

Effective Communications: The Town of Hooksett, NH will, upon request, provide auxiliary aids and services leading to effective communication for people with disabilities, including qualified sign language interpreters, assistive listening devices, documents in Braille, and other ways of making communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The Town of Hooksett, NH will make reasonable modifications to policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy programs, services, and activities. For example, people with service animals are welcomed in the Town of Hooksett, NH offices, even where pets and other animals are prohibited.

Requests: To request an auxiliary aid or service for effective communication, or a modification of policies or procedures contact Donna Fitzpatrick, ADA Coordinator, Town of Hooksett, 35 Main Street, Hooksett, NH (603) 268-0060, dfitzpatrick@hooksett.org as soon as possible, preferably at least 5 business days before the activity or event.

Complaints: Send complaints to:

Donna Fitzpatrick
ADA Coordinator
Town of Hooksett
35 Main Street
Hooksett, NH
(603) 268-0060
dfitzpatrick@hooksett.org

PROCEDURE

TOWN OF HOOKSETT, NH

AMERICANS WITH DISABILITIES ACT GRIEVANCE PROCEDURE

This grievance procedure is established to meet the requirements of the ADA. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Town of Hooksett, NH.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number, email address of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted as soon as possible, preferably within 60 calendar days of the alleged violation to:

Donna Fitzpatrick
ADA Coordinator
Town of Hooksett
35 Main Street
Hooksett, NH
(603) 268-0060
dfitzpatrick@hooksett.org

Within 15 calendar days after receipt of the complaint, Donna Fitzpatrick will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Donna Fitzpatrick will respond in writing, and where appropriate, in format that is accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Town of Hooksett, NH and offer options for substantive resolution of the complaint.

If the response by Donna Fitzpatrick does not satisfactorily resolve the issue, the complainant may appeal the decision within 15 calendar days after receipt of the response to the Town Administrator or designee.

Within 15 calendar days after receipt of the appeal, the Town Administrator or designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Town Administrator or designee will respond in writing and, where appropriate in a format that is accessible to the complainant, with a final resolution of the complaint.

Town Council
STAFF REPORT



To: Town Council
Title: Adopt COVID-19 Travel Policy
Meeting: Town Council - 26 Aug 2020
Department: Administration
Staff Contact: Donna Fitzpatrick, Administrative Services Coordinator

BACKGROUND INFORMATION:

See attached [COVID-19 Travel Policy](#) as drafted by Town Administrator Andre Garron to be applicable for all employees (non-union and union).

RECOMMENDATION:

Adopt new COVID-19 Travel Policy as presented by Town Administrator Garron.

SUGGESTED MOTION:

Motion to adopt COVID-19 Travel Policy as presented by Town Administrator Garron for effective date _____.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur. Hooksett should adopt a travel policy during this COVID pandemic for those employees travelling outside NE.

ATTACHMENTS:

[COVID-TRAVEL 08262020](#)

Town of Hooksett
COVID-19 Travel Policy
Effective August , 2020

The Town of Hooksett continues to closely monitor guidance and information provided by the State of New Hampshire and the Centers for Disease Control (CDC) relative to Novel Coronavirus 2019 (COVID-19) and take the appropriate steps to protect the health and safety of our employees. In response to the travel guidelines published by the NH Department of Public Health Services (DPHS) on July 22, 2020, the Town will take the following course of action, effective August , 2020.

The Town of Hooksett strongly discourages international travel, cruise ship travel, and travel outside of the New England states (Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island).

Any employee who chooses to travel internationally, on a cruise ship, or outside of the New England states is required to do the following for each instance of travel:

- Notify your supervisor as soon as possible of your plans to travel.
- Within 2 to 4 calendar days of your return from travel, submit to a COVID-19 test.
- Upon return to work, wear a cloth face covering over your nose and mouth at all times while indoors and when unable to maintain a 6' distance while outdoors, until such time as a negative COVID-19 test is received or 14 days have passed since your return from travel, whichever is earlier.
- Notify your supervisor immediately if you develop COVID-like symptoms at any time within 14 days of your return from travel.

Any employee who chooses not to submit to a COVID-19 test and/or wear an appropriate face covering must quarantine for 14 days. During the 14-day quarantine period, employees must use available accrued time or emergency paid sick leave or go without pay if neither accrued time nor emergency paid sick leave are available.

This policy will remain in effect through December 31, 2020, or until such time as the CDC and/or NH DPHS revises its current travel guidelines.

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, July 15, 2020**

The Hooksett Town Council met on Wednesday, July 15, 2020 at 6:00 in the Hooksett Municipal Building.

CALL TO ORDER

Chair Sullivan called the meeting of 15 Jul 2020 to order at 6:00 pm. The meeting convened in the gymnasium for the swearing-in ceremony for Firefighter/Paramedic Mitchell Dean.

PROOF OF POSTING

Administrative Services Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL

In Attendance: Councilor James Sullivan, Councilor Roger Duhaime, Councilor John Durand, Councilor Randall Lapierre, Councilor David Boutin, Councilor Clifford Jones, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk

PLEDGE OF ALLEGIANCE

Chair Sullivan called for the Pledge of Allegiance.

SPECIAL RECOGNITION

Fire-Rescue Department - Swearing-in Ceremony - Firefighter/Paramedic Mitchell Dean

Chair Sullivan: We are in the gymnasium to accommodate the number of people wishing to be observe this ceremony. This will allow us to maintain social distancing guidelines during the pandemic.

Fire Chief James Burkush: It is good to see Mitchell's fellow firefighters here to support him. Mitchell comes to us from Hopkinton with three years of experience. I will ask him to come forward so that I can administer the oath.

Chair Sullivan: Welcome to the Hooksett family and congratulations.

The meeting reconvened in the Council Chambers.

Hooksett Municipal Employee - New Hire

A. Garron: The only new hire for July is Sean Dumont. This is actually a promotion from Driver/Laborer to Heavy Equipment Truck Driver. I want to congratulate Sean on this promotion.

SCHEDULED APPOINTMENTS

Eagle Scout, Evan Perry - Petersbrook Park Project (see item 15.1 for details)

Evan Michael Perry: I am a member of Troop 135 in Manchester. My Eagle Scout project is to re-side (re-shingle) the shed at Petersbrook Park. I will also repair loose boards and replace the two doors.

Chair Sullivan: How did you decide on this project?

51 Evan Perry: The Town Engineer saw me at popcorn stand. He contacted me and asked me if I needed
 52 a project.
 53
 54 T. Tsantoulis: I read your proposal and see that you have a lot of tasks to perform for this project. I
 55 assume you have had some experience.
 56
 57 Evan Perry: Yes, I re-sided a house.
 58
 59 D. Boutin: This is a fantastic opportunity for young gentlemen to learn leadership and to accomplish
 60 something important in life
 61
 62
 63
 64 Chair Sullivan: What is the cost for this project?
 65
 66 Evan Perry: I am not sure. I think it will be about \$500.00.
 67
 68 Chair Sullivan: When will you begin work on the shed?
 69
 70 Evan Perry: I will start when I have enough money. I will begin fundraising soon and might use some of
 71 my own money.
 72
 73 D. Boutin: Can we get Evan's address so that we can send him a donation if we want to?
 74
 75 Chair Sullivan: I believe it would be best to send donations in care of Bruce Thomas, the Town
 76 Engineer.
 77
 78 B. Thomas: I will help with publicity for his fundraising.
 79
 80 R. Lapierre: I was not on the Council when you discussed your volunteer policy. We will want Evan to
 81 comply with that policy. Did you have a resolution on that?
 82
 83 Chair Sullivan: We will be discussing this during the August 12th workshop.
 84
 85 Mrs. Perry (Evan's mother): The Daniel Webster Council will provide liability insurance.
 86
 87 ***D. Boutin motioned to allow Eagle Scout candidate Evan Perry to rehabilitate the existing***
 88 ***storage shed located at Petersbrook Park as his Scout Eagle project. R. Lapierre seconded the***
 89 ***motion.***
 90 ***Voted unanimously in favor (9-0).***
 91
 92 **Town Attorney Matthew Serge - Land Use Boards & Town Council Procedures**
 93
 94 Chair Sullivan: Mr. Serge will not be able to join us this evening because of a coronavirus issue at his
 95 office. We hope he is well, and we plan to have him join us at our August 12th workshop meeting.
 96
 97
 98 **CONSENT AGENDA**
 99
 100 **Town Council to accept the donation of cleaning services from Soil-Away, valued at \$715.00 to**
 101 **the Town of Hooksett for the Hooksett Fire Rescue Department's Ambulances under RSA 31:95-**
 102 **e, II.**
 103
 104 **Bussiere Development, #209 West River Road, Release of \$45,000 Site Cash Bond**
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T. Tsantoulis motioned to approve the two (2) Consent Agenda items. J. Durand seconded the motion.

T. Tsantoulis: I read the report of the Town Engineer and it is apparent that he is ready to sign off on this.

Chair Sullivan called for a vote on the motion.

Voted in favor (8-1), with C. Karolian voting nay.

TOWN ADMINISTRATOR'S REPORT

A. Garron: I submitted the second round of expenses for GOEFFR funds today. The first submission was in the amount of \$16,755.00. For this reimbursement, the amount is \$81,000.00 and includes PPE supplies, the new door for exiting the Town Clerk's office and separation supplies. Laptops were ordered so that we don't have to borrow them from the Library if we are shut down again. We do appreciate the Library's lending of their laptops.

D. Boutin: Does the submission include ionizers for the AC units?

A. Garron: No, that has not yet been decided by the Council. In fact, it is on tonight's agenda.

A. Garron: I received a thank you note for the Council from Trisha Korosz for allowing the placement of signs congratulating the graduating seniors.

A. Garron: We had a CIP meeting last week to review the plan with the Planning Board. Hopefully, they will approve it. There were questions about the vehicle inventory, so Councilor Boutin and Matt Reed were tasked with interviewing department heads on the subject.

A. Garron: I had a problem with returning calls while on vacation last week. The system was inoperable, for some reason. I want to apologize to anyone who left me a message for my delayed response.

R. Duhaime: How are we looking for the budget at this point?

A. Garron: We had a budget update prior to July 1st when you joined the Council. We are on target. Revenue is behind but not too far. Highway Block grants and Rooms & Meals revenue are of concern because there are fewer cars on the road and fewer people traveling to our state. There is some talk of GOEFFR funds or CARES Act funds being allocated to help with revenue.

R. Duhaime: I have had calls from people who are still waiting for their vehicle registrations. The Town Clerk's office must be behind on registrations.

A. Garron: Yes, but they are catching up. The office is now fully staffed.

C. Karolian: Do you have any idea of how many requests for abatements have been received?

A. Garron: We have two members of the Board of Assessors on the Council. I will ask one of them to answer that question.

157 T. Tsantoulis: We are at or a little above average in terms of abatement requests. A good portion of
158 these are not found worthy. The volume is not out of the ordinary. We have 30-plus requests before us.
159 Less than 10% of these are considered. Also, there is a new State law saying that 100% disabled
160 military veterans pay no property taxes. There is a process to verify the disability status; this is certainly
161 something they deserve.

162
163 C. Karolian: Do you have a dollar figure for the amount of the abatements? It is lack of revenue that I
164 am worried about.

165
166 T. Tsantoulis: No, I do not.

167
168 C. Karolian: I am just looking for a ballpark figure.

169
170 T. Tsantoulis: Off the top of my head, I can't say. The Assessor Jon Duhamel or Elayne Pierson could
171 provide that figure.

172
173 Chair Sullivan: Property owners struggling to pay their property taxes, can see the Tax Collector about
174 a payment plan. I am sure that the Town Administrator can get the information you are requesting for
175 next meeting, Mr. Karolian.

176
177 **PUBLIC INPUT**

178 None.

179
180 **NOMINATIONS AND APPOINTMENTS**

181 Chair Sullivan: The nomination and appointment of Council representative for the Budget Committee
182 and the Sewer Commission remains to be done.

183
184 R. Duhaime: My brother suggested that Councilor Tsantoulis would be a good Council representative to
185 the Budget Committee.

186
187 T. Tsantoulis: I struggle with budgetary items. I would not be an asset to the Budget Committee.

188
189 N. Germain: The Budget Committee will be meeting next Thursday at 6:30 pm to confirm their
190 schedule. A representative of the Council could steer that conversation.

191
192 C. Karolian: When does the Sewer Commission meet?

193
194 R. Lapierre: It is the first and third Monday of each month at noon.

195
196 A. Walczyk: The Budget Committee meets from September until the end of October for the Town
197 budget and from November until the end of December for the School budget. They continue meeting
198 until the end of January, and they meet every Thursday at 6:30 pm.

199
200 Chair Sullivan: I will ask Nick Germain to post the available positions on the website. The two ZBA
201 positions are especially important. I will also ask Councilor Duhaime to check with the ZBA Chair about
202 the status of these open positions.

203
204 C. Karolian: I am willing to serve as the liaison to the Sewer Commission.

205
206 Chair Sullivan: Thank you very much.

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OLD BUSINESS

Topics for Town Council Workshop - August 12, 2020

Chair Sullivan: We have discussed this item two times already, and since Mr. Serge will be with us on August 12th, I suggest not adding any more topics to the list.

NHMA 2021-2022 Legislative Policy Process (last presented to Council 03/11/2020)

Chair Sullivan: We have old examples only of the items discussed. These are in blue.

D. Fitzpatrick: We discussed the Legislative Policy Process at a couple of meetings – one in February and another in March. Then, COVID-19 hit and the process was put on hold. Just after the Council packets went out last week, we got an email notice that the legislative policy process is back on. The next regular Council meeting will be on August 26th, which means that your deadline to create a new policy and vote on it is tonight. However, you do not have to do anything. There is ample time until October 2nd when all delegates from the cities and towns in the State meet to establish floor policies. The Council can assign a delegate who will take your votes on the proposed policies to the meeting and cast votes on your behalf. The October 2nd meeting will be a virtual one. We don't have these items yet. A. Walczyk was your delegate last time for the 2019-2020 session. The first page behind the cover in your handout is for new policy proposals. In the blue packet, the second page has examples of items presented, comments and how this Town Council voted.

A. Walczyk: It works the same as a committee or Town Council meeting; it is just a lot more people, with one or more delegates from each community in the State. People speak, offer amendments, and then vote. These votes are tallied and they move to the next item. It is pretty interesting. Items may be presented to the legislature as possible bills, and the NHMA lobbies on our behalf.

Chair Sullivan: Mr. Garron, do you have any new items you would like to have addressed?

A. Garron: No, I have thought about it and have come up with nothing pertinent or germane.

NEW BUSINESS

2020 Paving

E. Labonte: We went through the list of streets from the pavement survey done by BETA Group, our Roadway Management company. We made a worst-case list to put out to bid. We received five (5) bids, and Pike Industries was the lowest. We still have to go through the program and complete other minor maintenance repairs.

R. Lapierre: Have you ever done business with Pike?

E. Labonte: Yes. Hooksett has used four of the five bidders for paving.

R. Lapierre: Has Pike done acceptable work?

E. Labonte: Yes, they have.

C. Karolian: I want to bring this to the attention of the other Councilors. I can't read pages 43-52.

260 E. Labonte: Those are copies of the bids. They are available on line. The iCompass software which
261 creates the packets caused the problem with those copies.

262
263 C. Karolian: I drove up Morse Road and saw where the work is to be done on the upper part. There
264 was no crack sealing on Morse or Dale. I am worried about the tax base for next year. Could you do
265 part of the project now instead of the entire amount? This is \$340,000.00.

266
267 E. Labonte: Morse Road met all of the requirements to be on this list, per the pavement survey, and
268 you can't crack seal a road that is more than five years old. Also, piecemeal doesn't work.

269
270 D. Boutin: Does the work at the DPW yard include the driveway?

271
272 E. Labonte: No, it does not.

273
274 T. Tsantoulis: Is any part of that cul-de-sac private property?

275
276 E. Labonte: No. It was done as a private development and then taken over by the Town.

277
278 R. Duhaime: Do you have a paving plan to implement over time?

279
280 E. Labonte: Yes. We are working on a five-year plan, based on the road survey completed by BETA
281 Group. They completed the survey and created a Pavement Index Code (PCI) for every public road in
282 Hooksett. We are working to maintain an overall rating of 78.64% at least. From the first four streets
283 already done, the index has gone up one-half of one percent.

284
285 R. Lapierre: Why was the bid done in five (5) parts?

286
287 E. Labonte: That was so that we could drop a section if needed; we didn't need to.

288
289 R. Duhaime: Is the roundabout Town property?

290
291 E. Labonte: Yes, it is.

292
293 T. Tsantoulis: I share the concern that others have about the Town's financial well-being. However,
294 road maintenance takes a back seat when money is tight. That is why we are where we are with the
295 condition of our roads. We decided to go with a management program.

296
297 Chair Sullivan: If we do only one-half of the project, where does the rest of the money go?

298
299 C. Soucie: The tax rate for this fall was set in March, so there is no way to affect that now. The money
300 could be spent on another project or added to the Fund Balance.

301
302 Chair Sullivan: So, it could help the tax rate a year from now.

303
304 C. Karolian: Thank you, Ms. Soucie. What I am talking about is that we could feel the effects of COVID-
305 19 next year. I urge the Council to table this and take a ride to see for yourselves the condition of these
306 roads.

307
308 **C. Karolian motioned to table this item.** (No second was offered.)

309

310 T. Tsantoulis: How would a change or a delay affect the bid process?

311

312 E. Labonte: The vendors would have the option to withdraw.

313

314 C. Jones: From my experience with Santec, a postponement might double the cost of the project. The
315 price of oil and other products could go up.

316

317 J. Durand: We have no idea where oil prices could be. We could forgo doing Donati Park Road.

318

319 E. Labonte: Actually, that is the worst one on the list.

320

321 A. Walczyk: I want to remind everyone that we asked Mr. Labonte to come up with a plan to maintain
322 the roads in a cost-effective way so that taxes don't spike year after year. He did that, and it is a good
323 plan. It would be silly not to execute it. This is a data-driven decision. COVID put a wrench into the
324 process.

325

326 R. Duhaime: The roads will be easier to maintain if they are paved, especially in the winter. We will
327 save on salt, plowing and plow repairs.

328

329 ***D. Boutin moved the question.***

330

331 **Roll Call Vote #2**

332 ***D. Boutin Aye***

333 ***J Durand Nay***

334 ***C. Jones Aye***

335 ***R. Duhaime Aye***

336 ***A. Walczyk Aye***

337 ***R. Lapierre Aye***

338 ***C. Karolian Abstained***

339 ***T. Tsantoulis Aye***

340 ***J. Sullivan Aye***

341 ***Voted in favor (8-0) C. Karolian abstained because information was not provided.***

342

343

344 **Air Purifiers Due to COVID-19**

345

346 ***D. Boutin motioned to remove this item from the table. C. Karolian seconded the motion.***

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

348

349 A. Garron: This is a precaution we can take to knock down the virus. We have provided more
350 information on the subject. It was in the news that St. Anselm College is installing this same system in
351 all of their buildings, including the dormitories.

352

353 E. Labonte: Some of you asked questions about ionization and we have included that in your packets.
354 There was a pricing adjustment to correct an addition error, but the price of \$1,298.00 is still lower than
355 the original price we were given.

356

357

358 **A. Walczyk motioned to waive the three (3) competitive bids rule due to health issues and to**
 359 **approve the purchase and installation of iWave Air Purifiers for a total amount of \$19,298.00. C.**
 360 **Jones seconded the motion.**

361

362 A. Walczyk: Thank you for information you provided tonight.

363

364 C. Karolian: Did G & O Heating & Air Conditioning and others offer proposals?

365

366 E. Labonte: G & O gave us a quote when they were working on our air conditioning system.

367

368 C. Karolian: Did we ask them to give a proposal without going into the bid process?

369

370 E. Labonte: They gave us a quote, not a bid.

371

372 C. Karolian: They are the same thing.

373

374 E. Labonte: No, they are not. We asked others to offer a quote, but none did. They don't need the work.

375

376 C. Karolian: I am quoting from the packet. I want to make everyone aware. From page 83: "Are air
 377 ionizers dangerous? The Short Answer: It depends on who you ask. Some critics believe that air
 378 ionizers give off dangerous levels of ozone which is not only harmful to the environment but can be
 379 equally hazardous to your health." ***"When inhaled in high enough doses, ozone can have harmful***
 380 ***effects – including damage to your lungs, chest pain, coughing, or shortness of breath."*** From page
 381 86: ***"High ozone levels in the air you're breathing can have really nasty side effects including damage***
 382 ***to your lungs, chest pain, coughing, or shortness of breath."*** From page 87: "So, the million-dollar
 383 question – do air ionizers emit ozone? ***In short, yes, they do.*** Any man-made, high-energy particle,
 384 like a negatively charged ion can generate ozone as a by-product of the molecular reaction. Deciding
 385 whether or not an air ionizer is right for you is a personal decision. Do your research, understand the
 386 technology, and move forward into a home with cleaner air." I don't like the process of not giving out
 387 information.

388

389 **Roll Call Vote #3**

390 **R. Lapierre Nay**

391 **C. Jones Aye**

392 **A. Walczyk Aye**

393 **J. Durand Nay**

394 **D. Boutin Aye**

395 **T. Tsantoulis Nay**

396 **R. Duhaime Aye**

397 **C. Karolian Nay**

398 **J. Sullivan Aye**

399 **Voted in favor (5-4).**

400

401 C. Karolian left the meeting.

402

403 **Budget Transfer #2020-03 in the amount of \$10,000.00 for Legal Services.**

404

405 **D. Boutin motioned to have the Council Chair sign Budget Transfer Request #2020-03 for**
 406 **\$10,000, transferring funds to the Admin Legal line from Fire's Retirement lines. J. Durand**
 407 **seconded the motion.**

408

409 Chair Sullivan: What prompted legal fees to be over by \$10,000? You answered this question in an
410 email to me, but I would like you to explain it to the Council.

411
412 C. Soucie: We have tried unsuccessfully to increase this line, so we have had to make budget
413 adjustments instead. We had \$20,000 in legal fees related to abatements and \$11,000 in breach of
414 contract issues. Generally, 50% of this budget is for general questions.

415
416 A. Garron: All boards, committees, and departments use these services. I would like to encourage
417 everyone to use the NHMA legal line whenever possible. There is no cost for this beyond our
418 membership fees.

419
420 R. Duhaime: What was the budgeted amount:

421
422 C. Soucie: \$95,000.00.

423
424 R. Duhaime: Do you go out to bid every year for legal services?

425
426 C. Soucie: Not every year. We did go out to bid two or three years ago. We changed firms and then
427 went back to the previous services.

428
429 J. Durand: Where did the \$10,000.00 come from?

430
431 C. Soucie: It is from a vacant position in the Fire Department.

432
433 **Roll Call Vote #4**

434 **A. Walczyk Aye**

435 **R. Duhaime Aye**

436 **C. Jones Aye**

437 **D. Boutin Aye**

438 **J. Durand Aye**

439 **C. Karolian Not present**

440 **T. Tsantoulis Aye**

441 **R. Lapierre Aye**

442 **J. Sullivan Aye**

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

444

445

446 **Budget Transfer #2020-04 in the amount of \$20,000.00 to cover cost overages in the Assessing**
447 **Department.**

448

449 ***T. Tsantoulis motioned to have the Council Chair sign Budget Transfer Request #2020-04 for***
450 ***\$20,000, transferring funds to the Assessing Department from Fire's NH Retirement lines. A.***
451 ***Walczyk seconded the motion.***

452

453 **Roll Call Vote #5**

454 **T. Tsantoulis Aye**

455 **C. Jones Aye**

456 **D. Boutin Aye**

457 **A. Walczyk Aye**

458 **R. Duhaime Aye**

459 **C. Karolian** *Not present*
 460 **J. Durand** *Aye*
 461 **R. Lapierre** *Aye*
 462 **J. Sullivan** *Aye*
 463 **Voted unanimously in favor (8-0).**

~~464~~
~~465~~

467 **Budget Transfer #2020-05 in the amount of \$8,000.00 to cover cost overages in the Finance Department.**

469
 470 ***D. Boutin motioned to have the Council Chair sign Budget Transfer Request #2020-05 for \$8,000, transferring funds to the Finance Department from Fire's NH Retirement lines. A. Walczyk seconded the motion.***

473

474 **Roll Call Vote #6**

475 **J. Durand** *Aye*
 476 **R. Duhaime** *Aye*
 477 **C. Karolian** *Not present*
 478 **R. Lapierre** *Aye*
 479 **C. Jones** *Aye*
 480 **T. Tsantoulis** *Aye*
 481 **A. Walczyk** *Aye*
 482 **D. Boutin** *Aye*
 483 **J. Sullivan** *Aye*
 484 **Voted unanimously in favor (8-0).**

485

486 **Budget Transfer #2020-06 in the amount of \$39,940.00 to cover cost for the LED Streetlight Conversion project.**

488

489 ***D. Boutin motioned to have the Council Chair sign Budget Transfer Request #2020-06 for \$39,940, transferring funds to the DPW's Streetlight budget from Police's NH Retirement lines. A. Walczyk seconded the motion.***

492

493 R. Labonte: Was this approved by the voters? Was it a budget initiative?

494

495 Chair Sullivan: It was not a warrant article. It was a Town Council initiative.

496

497 J. Durand: Are we adding new lights or just changing the ones we have?

498

499 A. Garron: We are not adding new ones yet. We have 408 lights.

500

501 T. Tsantoulis: From my experience with PSNH and Eversource, the new lights will be viewed favorably by most, but there will also be complaints. Also, increased awareness will prompt some to say they need lights on their streets. We will want to have a vigorous request and review process, and it needs to be user-friendly. It is a good idea to have information on the Town website during the transition.

505

506 J. Durand: When will the program start?

507

508 A. Garron: We will kick off the program in about one week; the installations will take about four months total.

509

510

511 J. Durand: Will those whose lights have been taken away have a higher priority?

512

513 A. Garron: That could be part of the policy.

514

515 T. Tsantoulis: Placement with PSNH was haphazard. Eversource has performed audits and has taken
516 down those not paid for, which is a loss for the utility.

517

518 Chair Sullivan: Are there any streetlight requirements?

519

520 A. Garron: No, there are no regulations.

521

522 **Roll Call Vote #7**

523 **C. Jones Aye**

524 **C. Karolian Not present**

525 **R. Duhaime Aye**

526 **D. Boutin Aye**

527 **A. Walczyk Aye**

528 **J. Durand Aye**

529 **T. Tsantoulis Aye**

530 **R. Lapierre Aye**

531 **J. Sullivan Aye**

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

533

534 **Budget Update**

535

536 C. Soucie: June is still open. At this time, the expense budget has a balance of \$898,000.00. Revenue
537 is higher than budgeted. Vehicle registrations, the largest contributor to revenue, are over by
538 \$82,000.00. We expect to add \$6,558.00 to the Fund Balance. Revenue was down for interest income
539 and engineering services.

540

541 **APPROVAL OF MINUTES**

542

543 **Public: 06/24/2020**

544

545 ***T. Tsantoulis motioned to approve the minutes of the June 24, 2020 public session. A. Walczyk***

546

547 ***seconded the motion.***

548

549 D. Fitzpatrick offered the following amendments to the June 24, 2020 meeting.

550

551 **Beginning at Line 16:**

552

553 Chair Sullivan: Six out of nine Councilors completed Town Administrator Garron's performance
554 evaluation.

555

556 R. Duhaime: I did not fill one out.

557

558 Chair Sullivan: Councilors Comai and Levesque did not fill one out (not present for tonight's meeting).
559 Should a Councilor who did not complete the performance evaluation participate in the evaluation and
560 vote on the evaluation?

C. Karolian motioned that Councilor Duhaime not participate in the non-public discussion to include voting and grading of the town Administrator evaluation. Seconded by R. Duhaime.

C. Karolian: This is not personal. It is unfair for the person being evaluated that he didn't get all Councilors to evaluation him. Six out of nine Councilors could lower the score.

R. Duhaime: For Police negotiations, I didn't stop you from participating in negotiations when you missed several meetings. Yes, I failed to complete the Town Administrator evaluation, but I would still like to participate.

A. Walczyk: I would still like all Councilors to participate in the evaluation. It is worth having some discussions with all Councilors. I have had a lot of work directly with the Town Administrator, but other councilors have worked with him too.

T. Tsantoulis: Both individuals raise valid points. I am not a huge fan of the appraisal process. There is not a lot of weight behind it. We are voluntary Council members and are evaluated at the ballot box. Our interactions with André Garron are at different times. The Chair makes the decisions.

Chair Sullivan: At our workshop (August 12, 2020) we have listed to discuss the evaluation process. Tonight, we are already behind in our process. At our last meeting of June 10, 2020, we should have been making the edits to the evaluation. To be fair to Mr. Garron, we will make those edits tonight (June 24, 2020) and provide his performance appraisal review to him on July 1st. Six Councilors on July 1st should review to determine a wage increase for Mr. Garron not to exceed 5%, per his contract. Councilor can participate in tonight's discussion. However, on July 1st he is not longer a Councilor and cannot participate in determining a wage increase.

C. Karolian: This is not a personal attack. I am not talking about attending meetings. This has nothing to do with negotiations. It has to do with the evaluation process. Councilors were to fill out the evaluation form based on process. Six submitted evaluations versus nine, and this could alter the score up or down. I disagree how we are doing the evaluation process and that is for the workshop.

A. Walczyk: New Councilors shouldn't participate in the evaluation on July 1st; however, they should end it.

R. Duhaime: I have been very patient. About relationships, a few years ago this Council was divided. Clark, I hope you spend that much time solving all the problems at the workshop.

C. Karolian withdrew his motion.

Beginning at line 18:

Chair Sullivan motioned to enter non-public session #1 at 6:30 pm in accordance with the provisions of RSA 91-A:3, II (a) (c). A. Walczyk seconded the motion.

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

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

Roll Call Vote #2

612 R. Duhaime Aye
 613 J. Durand Not present
 614 C. Jones Aye
 615 J. Levesque Not present
 616 A. Walczyk Aye
 617 A. Comai Not present
 618 C. Karolian Aye
 619 T. Tsantoulis Aye
 620 J. Sullivan Aye
 621 *Voted unanimously in favor 6-0.*

622
 623 *Chair Sullivan motioned to leave non-public session #1 at 6:28 pm. T. Tsantoulis seconded the*
 624 *motion.*

625
 626 **Roll Call Vote #3**

627 A. Comai Not present
 628 C. Jones Aye
 629 A. Walczyk Aye
 630 J. Durand Not present
 631 R. Duhaime Aye
 632 T. Tsantoulis Aye
 633 J. Levesque Not present
 634 C. Karolian Aye
 635 J. Sullivan Aye
 636 *Voted unanimously in favor 6-0.*

637
 638 Chair Sullivan: We are back in public session at 6:30 pm.
 639

640 **Beginning at line 21:**

641
 642 *C. Jones motioned to seal the minutes of the non-public session #1, because it is determined*
 643 *that it would likely render a proposed action ineffective. A. Walczyk seconded the motion.*

644
 645 **Roll Call Vote #4**

646 A. Walczyk Aye
 647 J. Levesque Not present
 648 C. Jones Aye
 649 R. Duhaime Aye
 650 J. Durand Not present
 651 C. Karolian Aye
 652 T. Tsantoulis Aye
 653 A. Comai Not present
 654 J. Sullivan Aye
 655 *Voted unanimously in favor 6-0.*

656
 657 **Beginning at line 577:**

658
 659 (a) The dismissal, promotion, or compensation of any public employee or the disciplining of
 660 such employee, or the investigation of any charges against him or her.
 661

- 662 (b) The hiring of any person as a public employee.
 663
 664 (c) Matters which, if discussed in public, would likely affect adversely the reputation of any
 665 person, other than a member of the public body itself.
 666
 667 (d) Consideration of the acquisition, sale, or lease of real or personal property which, if
 668 discussed in public, would likely benefit a party or parties whose interests are adverse to those
 669 of the general community.
 670
 671 (e) Consideration or negotiation of pending claims or litigation which has been threatened in
 672 writing or filed by or against the public body or any subdivision thereof, or by or against any
 673 member thereof because of his or her membership in such public body, until the claim or
 674 litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement,
 675 pursuant to law, with any body or board shall not constitute a threatened or filed litigation
 against any public body for the purposes of this subparagraph.
 676
 677 (f) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or
 more members of the public body, even where legal counsel is not present.

678 **Beginning at line 590**

679 ***Chair Sullivan motioned to leave non-public session #2 at 9:33 pm. T. Tsantoulis seconded the***
 680 ***motion.***

681 **Roll Call Vote #9**

682 **J. Durand Not present**
 683 **A. Comai Not present**
 684 **C. Jones Aye**
 685 **R. Duhaime Aye**
 686 **C. Karolian Aye**
 687 **A. Walczyk Aye**
 688 **T. Tsantoulis Aye**
 689 **J. Levesque Not present**
 690 **J. Sullivan Aye**
 691 ***Voted unanimously in favor 6-0.***

692
 693 Chair Sullivan: We are back in public session at 9:33 pm.
 694

695 ***Chair Sullivan motioned to seal the minutes of the non-public session #2 with the exception of***
 696 ***the motion of items to unseal as noted below, because it is determined that it would likely affect***
 697 ***the reputation of any person other than a member of this board and render a proposed action***
 698 ***ineffective. A. Walczyk seconded the motion.***
 699

700 **Roll Call Vote #10**

701 **C. Karolian Nay**
 702 **T. Tsantoulis Aye**
 703 **J. Levesque Not present**
 704 **C. Jones Aye**
 705 **A. Comai Not present**
 706 **J. Durand Not present**
 707 **A. Walczyk Aye**
 708 **R. Duhaime Aye**
 709 **J. Sullivan Aye**

Vote: 5 in favor; 1 opposed (C. Karolian)

A. Walczyk motioned to unseal the following Town Council Non-Public Minutes:

July 10, 2019

DISCUSSION #2 – KRT (Assessing Contractor) Recommendations to Board of Assessors

Town Administrator Garron: At the directive of the Council, he provided an overview of the process of how KRT (Assessing Contractor) makes recommendations to the Board of Assessors. He gathered the information on the inquiry of one assessing document with KRT's return address being used, but someone else appearing to be making the recommendation. The inquiry was unfounded for any wrongdoing based on:

The content of the letter, to include any financial data, was data confirmed from KRT. The letter was amended for format by the Town's Appraiser. These findings were verified through the Town Administrator interviews with: 1) Former Board of Assessor Chair David Ross, 2) Richard Dorsett, KRT, and 3) Lee Ann Moynihan, Appraiser.

Discussion on the Assessing Department database and accuracy of records initiated by Councilor Karolian.

August 14, 2019

DISCUSSION #1 – Councilor Inquiry on Attendance at Town Council Non-Public Sessions

Councilor Karolian: Inquired as to why other individuals than Council members were present for Town Council non-public sessions.

Chair Sullivan: The Council yields to the discretion of the Town Administrator to bring in other individuals.

Town Council rules of Procedures section 4c *"The Town Administrator may have the head of any department or division or other employee of the Town in attendance at any meeting when items within their responsibility or knowledge are being discussed."*

Town Administrator Garron: Intends to have Donna Fitzpatrick, Administrative Services Coordinator (HR), present for all meetings at this time. She has the oversight of human resources, the institutional knowledge and takes the non-public meeting notes.

DISCUSSION #4 – Amazon Distribution Site

Councilor Duhaime: Questioned Atty. Tanguay on if the Town is not satisfied with the decision of the Planning Board on a land use decision as an abutter what recourse does the Town have?

Atty. Shawn Tanguay: If the Town's governing body as abutter did not receive notice of the application and therefore was not provided representation at the meeting when this application was discussed, this would be a land use enforcement issue.

Councilor Jones: When I worked in Laconia, the Mayor would get the city owned land abutter notice and the comments from the City's governing body and then their legal counsel would represent the Mayor at the Planning Board meeting.

Town Administrator Garron: I would need to know the town Council's opinions on Town owned land and those that abut certain areas. For EDAC an Amazon project is positive.

Atty. Shawn Tanguay: If Amazon is interested in Town owned land to purchase, the Town can contact them.

September 25, 2019 (new format as of 09/11/2019)

Councilor Karolian inquiring why information being presented to Council by department heads and others once question by Council is found inaccurate and may be misleading; not sure what their intent is.

Seconded by T. Tsantoulis. Vote 4 in favor; 2 opposed (Councilors Karolian & Sullivan). 4-2

A. Walczyk offered an amendment to the amendment. On line 44, the word 'end' should be 'attend.'

Chair Sullivan called for a vote on the amended motion to approve the minutes of the June 24, 2020 public session.

Voted unanimously in favor (5-0). Councilors Boutin, Duhaime and Lapierre abstained because they were not present for the meeting. Councilor Karolian was not present for the vote.

Public: 07/01/2020

T. Tsantoulis motioned to approve the minutes of the July 1, 2020 public session. D. Boutin seconded the motion.

Voted unanimously in favor (8-0). Councilor Karolian was not present for the vote.

Non-Public: 06/24/2020

A. Walczyk motioned to approve the minutes of non-public sessions I & II of June 24, 2020. J. Durand seconded the motion.

Voted unanimously in favor (5-0). Councilors Boutin, Duhaime and Lapierre abstained because they were not present for the meeting. Councilor Karolian was not present for the vote.

Non-Public: 07/01/2020

T. Tsantoulis motioned to approve the minutes of the non-public session of July 1, 2020. D. Boutin seconded the motion.

Voted unanimously in favor (8-0). Councilor Karolian was not present for the vote.

SUB-COMMITTEE REPORTS

R. Duhaime: At the ZBA meeting last night, application approval was granted to Continental Paving. An application related to the old animal cracker building was tabled. This has been an issue for 16 years. The applicant wants to build six (6) townhouses. We sent it to the Planning Board for comments. The applicant wants to put a sewer line up to Mammoth Road, which would be beneficial to people in the area. This was a duplex on one side and a commercial enterprise on the other. It is now in the performance zone. However, we must give relief because of this change. The lot is steep and narrow. They already have a driveway permit from DOT.

R. Lapierre: How do I find out if neighbors have concerns?

R. Duhaime: It would be in the minutes.

816 T. Tsantoulis: We are looking for Hooksett Youth Achiever applicants. We have one pending. The form
817 is available on line and here at Town Hall. If you know a worthy young person, please nominate him or
818 her.

819
820 Chair Sullivan: The Heritage Commission will hold a public hearing here at Town Hall tomorrow evening
821 beginning at 6:30 pm. The purpose is to review a demolition permit for the Old Stone House. The
822 process explores the historical, architectural and cultural value of buildings more than 15 years old for
823 which a demo permit has been requested.

824
825 N. Germain: Over 7,000 signatures have been gathered from around the State.
826

827 D. Boutin: This building is eligible for the State and Federal Registries of Historic Places.
828

829 Chair Sullivan: Recently, the Fred Underhill house was saved from demolition via the purchase of the
830 property after a public hearing was held.

831
832 D. Boutin: The Planning Board reviewed the CIP plan. Matt Reed and I were assigned to visit the
833 Police, Fire and Highway Departments to inquire about the large number of vehicles in the plan. The
834 Planning Board proposed a plan and all of the departments concurred with it.

835
836 D. Fitzpatrick: Ian Tewksbury, President of the Fire Union #2364, asked me to thank you for having the
837 swearing in ceremony tonight in the gymnasium. He said it was much appreciated.

838
839 **ADJOURNMENT**

840 ***Chair Sullivan motioned to adjourn at 8:25 pm. D. Boutin seconded the motion.***
841 ***Voted unanimously in favor (8-0).***

842
843
844 Respectfully submitted,

845
846 Kathleen Donnelly
847 Recording Clerk
848

849
850 **Please see subsequent meeting minutes for any amendments to these minutes.**
851

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**Town of Hooksett
Town Council Workshop Meeting Minutes
Wednesday, August 12, 2020**

CALL TO ORDER

Chair Sullivan called to order the August 12, 2020 Workshop Meeting of the Town of Hooksett Town Council at 7:30 pm, following the Council's non-meeting with legal counsel.

Chair Sullivan: The purpose of this annual workshop is to have the Town Council discuss various topics, including but not limited to, Council Rules of Procedure, Administrative Code, and Town Administrator goals for FY 2021/2022. Regularly scheduled Town Council meetings provide for public input. Since this is a workshop, there will be no public input; however, the public is welcome to attend as audience members. No votes will be taken.

PROOF OF POSTING

Donna Fitzpatrick, Administrative Services Coordinator, provided proof of posting.

ROLL CALL

In Attendance: Councilor James Sullivan, Councilor Clark Karolian (remotely), Councilor Roger Duhaime, Councilor Roland Lapierre, Councilor Cliff Jones, Councilor John Durand, Councilor David Boutin and Councilor Alex Walczyk.

Missed: Councilor Timothy Tsantoulis

PLEDGE OF ALLEGIANCE

Chair Sullivan called for the Pledge of Allegiance.

WORKSHOP ITEMS

Town Charter: Review Process for Article 10 General Provisions – Section 10.2 B Term Commencement; Notice of Election or Appointment

Chair Sullivan: It was my suggestion to put this on the agenda for discussion. Prior to three years ago, Town Councilors were elected in May and took their seats on July 1st. Three years ago, the Charter was changed and Town Councilors are now elected at the Town Election in March, not at a separate election in May. I am wondering if anyone has a concern about the lame duck status lasting three and a half months. I am not saying that I am particularly concerned. The evaluation of the Town Administrator is also an issue, given that some Councilors may have served only a few months before participating in the evaluation.

D. Boutin: I am concerned about going that far out. The new Councilors should start serving at the beginning of April.

Chair Sullivan: Any change would involve changing the Charter.

R. Lapierre: I did feel out of place at the review of the Town Administrator. Is it possible to have a different schedule for the review of the Town Administrator?

46 C. Karolian: Regarding the evaluation, don't we have to coincide it with when we hire the Town
47 Administrator? If a new Town Administrator starts in April, he/she would have only one month
48 before the evaluation.

49
50 Chair Sullivan: June has been the month for evaluating the Town Administrator, but the contract
51 could be changed. That would not involve a Charter change.

52
53 C. Karolian: Have we ever had a problem with a Town Councilor not running for reelection or
54 losing reelection and then causing difficulties for the Council because of lame duck status?

55
56 Chair Sullivan: No, not that I am aware of. Perhaps Mr. Lapierre, Mr. Duhaime and Mr. Boutin
57 were chomping at the bit to get started.

58
59 R. Lapierre: I began attending the Town Council meetings after I was elected. How many are
60 elected every year?

61
62 Chair Sullivan: According to the rotation, two district councilors and one at-large councilor are
63 elected every year. There may be more if one or more other councilors resign or decide not to
64 run again.

65
66 R. Lapierre: In a normal year, it is three. That is not a concern for me.

67
68 A. Garron: This year was different. Because of COVID-19, my review was delayed into July. It is
69 important that the Councilors have worked with me for one year.

70
71 D. Boutin: 'If it ain't broke, don't fix it,' but three and a half months is too long.

72
73 C. Jones: Those three months between election and being seated helped me. I watched the
74 meeting on television.

75
76 R. Lapierre: I agree.

77
78 A. Walczyk: I agree with Mr. Boutin. Let them start sooner. The president is elected in
79 November and starts in January. This issue and the one regarding the Town Administrator's
80 evaluation are separate matters. One doesn't necessarily have to do with the other. You don't
81 have to wait until you are elected to watch the meetings.

82
83 Chair Sullivan: I would note that a Charter change would involve a public hearing.

84
85 R. Lapierre: Is the June evaluation of the Town Administrator in his/her contract?

86
87 Chair Sullivan: Yes, it is.

88
89 D. Boutin: I agree with Mr. Walczyk; most who run have been following the Council. In order to
90 talk with constituents about the issues, you would have to be following the Council meetings.
91 That should not influence the start date.

92
93 D. Fitzpatrick: I want to point out that, if the new Councilors are seated before July 1st, any
94 already serving on a board such as the ZBA or Planning Board would have to resign from that

95 position. For example, Mr. Duhaime would have been required to resign from the ZBA if he had
96 been seated on the Council in April.

97
98 C. Karolian: Do we have a consensus about putting this on an agenda?
99

100 Chair Sullivan: Seeing that five members wish to put it on an agenda, we will do that.

101
102 **Administrative Code: Review Process for Section 5 Administrative Financial Policies and**
103 **Procedures – Sections 5.3.1, 5.3.2, 5.3.3, 5.3.4 & 5.3.5 for Request for Proposals AND**
104 **Develop a Process 5.3.6 Professional Services**
105

106 A. Garron: This is to address the RFQ and RFP processes regarding Professional Services,
107 given that we are not just looking at the lowest bidder in these cases. Bruce Thomas is bringing
108 this forward.

109
110 Chair Sullivan: You are not only looking at price but also at qualifications. Do you want to
111 preclude a consideration of cost?
112

113 B. Thomas: No, but there is a gap in the procurement code regarding consultants.
114 Qualifications-based selection should be used, and is even required when state and federal
115 funds are involved. I have used this process for 20 years. What I have drafted is taken largely
116 from the City of Manchester procurement code. From those submitting RFQs, three to five are
117 asked to provide RFP's. We interview some or all of them. Price is a separate consideration.
118 When a choice of consultants has been made, the envelope containing the price is opened and
119 negotiations begin.

120
121 Chair Sullivan: The Town Council can waive the requirement for three bids.

122
123 B. Thomas: This just solidifies the process and eliminates the need to ask the Council for a
124 waiver.
125

126 A. Garron: The goal is to match the skills with the project. Those qualified are narrowed down to
127 the top three – or maybe more. These we interview and then select the best. If we are unable to
128 negotiate an agreeable price, we move to the second choice, in terms of qualifications.

129
130 D. Boutin: Section (A) on page 14, under 5.3.6, refers to contracts for \$15,000 or less.

131
132 B. Thomas: That portion, I don't think, comes from the Manchester document. It conforms with
133 the Town policy.
134

135 D. Boutin: Section (B) refers to professional services over \$15,000 separately.

136
137 B. Thomas: That is because it is not worth the time and effort to go through a long process for
138 small projects which are under \$15,000.

139
140 R. Duhaime: It says you can use a weighted process that is not based on price. How many do
141 you qualify? Is it at least three?
142

143 B. Thomas: All candidates can be qualified if they have the qualifications. We can pick three or
 144 four or five to interview. We have a team of five for this process, including myself, the Town
 145 Administrator, the Town Planner, the Code Enforcement Officer, and other individuals as
 146 appropriate. We ask for the RFP and the cost in separate envelopes. When we are down to the
 147 top candidate, we open the cost envelope and negotiate.
 148
 149 R. Duhaime: It says 'weighted', but is this based only on qualifications, not price?
 150
 151 A. Garron: We use a weighted process, using elements from the RFQ, not cost.
 152
 153 C. Karolian: When I'm looking at it, from \$3,001 to \$15,000, the department head currently has
 154 to get three bids, written or oral, but the proposed section in red, Section (A), I believe no longer
 155 requires three bids. It disappears. The other point I want to get clarification on is this: When you
 156 put out a bid request, I believe qualifications are listed. On page 15 (2), A-L, that should be done
 157 in the RFP under the current procedure. The RFP should already have these specific
 158 requirements. Am I correct in believing that three bids are no longer required for professional
 159 services under \$15,000? Can the department head just get one and move forward?
 160
 161 Chair Sullivan: Section 5.31 remains. This is adding professional services versus a piece of
 162 equipment, for example.
 163
 164 C. Karolian: That is not what I am reading on page 14, Section (A). What is in red is in conflict
 165 with the current procedure on page 12.
 166
 167 Chair Sullivan: It is the same.
 168
 169 C. Karolian: What is the difference between the current procedure and what is proposed? Isn't
 170 the section in red in conflict with the current procedure?
 171
 172 B. Thomas: It says the department head, in consultation with the Town Administrator, must get
 173 one or more bids.
 174
 175 C. Karolian: What is new under Section (A) is that the Town Administrator and the department
 176 head can solicit only one versus three bids. Isn't it the job of department heads to take care of
 177 all of this, as opposed to just making it easier? They all would love to go through Sourcwell or
 178 the State. Is anyone else reading this as I am?
 179
 180 B. Thomas: Those under \$15,000 are small jobs. For example, on the Winter Street project we
 181 needed a consultant for a drainage analysis. The cost was under \$10,000 so we chose a
 182 consultant who knew the area. I am willing to strike that paragraph.
 183
 184 A. Garron: It currently says 'one or more.' I understand where Mr. Karolian is coming from. I
 185 have the authority to look at these offers for bids under \$15,000. We could strike 'one or more'
 186 and say 'three.'
 187
 188 R. Lapierre: To answer Mr. Karolian's question, this is clearly a special exception from the RFP
 189 rule for professional services. These could be added to Section 5.3.3 regarding special
 190 exceptions, with a reference to the section being added.
 191

192 D. Boutin: Sometimes we bottle ourselves up with additional language. I am comfortable with
 193 'one or more' because it allows flexibility and gets the job done.
 194
 195 A. Walczyk: Referring to what Mr. Lapierre said, the bottom of page 12, Section 5.3.3, is
 196 specifically for purchase orders.
 197
 198 Chair Sullivan: Would adding professional services to the list of special exceptions take care of
 199 the issue?
 200
 201 B. Thomas: I like Mr. Lapierre's suggestion of adding 'professional services' to the special
 202 exceptions for professional services over \$15,000 as outlined in 5.3.6. Then, we can get rid of
 203 the whole section in red under (A) at the top of page 12 and go back to the existing language of
 204 5.3.2 for professional services under \$15,000.
 205
 206 Chair Sullivan: So, we would add a bullet for professional services to 5.3.3 under special
 207 exceptions and eliminate (A) in red, reverting to 5.3.2.
 208
 209 D. Boutin: This doesn't specify what is going to be up for competitive bid. The list is for single
 210 source vendors. It doesn't make sense just to add 'professional services.' This has been
 211 addressed, so why change it?
 212
 213 Chair Sullivan: Maybe we should not add professional services to the list of special exceptions
 214 in 5.3.3.
 215
 216 D. Boutin: Where are you putting 5.3.6? It doesn't talk about the process for professional
 217 services. If we take that paragraph out, we are leaving ourselves naked, not covered. Maybe it
 218 should say 'up to \$15,000 or more.'
 219
 220 Chair Sullivan: Section B would become Section A now.
 221
 222 A. Walczyk: I am confused. If we change (B) at the top of page 15 to 'professional services up to
 223 \$15,000 or more,' that's everything.
 224
 225 Chair Sullivan: Under \$15,000 reverts to the existing process. The new language is only for
 226 projects over \$15,000.
 227
 228 D. Boutin: We should add 'professional services \$15,000 or less' to page 12.
 229
 230 B. Thomas: It could say: 'refer to section 5.3.2'.
 231
 232 C. Karolian: I wonder if we are trying to reinventing the wheel. We should add 'professional
 233 services' to page 12 and page 15, 2. A – L, and disregard everything in red.
 234
 235 Chair Sullivan: The verbiage in red doesn't exist in any written process. We want to add it.
 236
 237 C. Karolian: It is in the RFP.
 238
 239 Chair Sullivan: I suggest that Mr. Thomas draft the changes suggested. Others with input should
 240 contact Mr. Garron.

241
242 A. Garron: For the most part, Mr. Karolian is correct. We want to hire the right firm. This
243 establishes the qualifications that go along with the bid. Using just the lowest bidder is not going
244 to get us there.

245
246 A. Walczyk: I agree that this should be an agenda item. The purpose is to address item C on
247 page 14; it doesn't have to go to the lowest bidder. Section 5.3.6 says what the professional
248 services are. We don't have to get rid of 5.3.6. I do have some suggested edits. A – L needs to
249 be more flexible. It shouldn't be a list because it is not comprehensive. Some items on the list
250 don't always apply and some items which should be on the list aren't there. We should not
251 eliminate Section (A).

252
253 Chair Sullivan: Mr. Thomas, you should but together a draft based on all suggestions.

254
255 D. Boutin: It would be fatal to remove Section (A). Just add the requirement of three bids. Then
256 we have a comprehensive process for reviewing professional services under \$15,000. I don't
257 have a problem with the list. It is pretty comprehensive.

258
259 B. Thomas: This is a suggested list. It says, 'such as...' It is pretty comprehensive.

260
261 C. Karolian left the meeting at 8:41 pm.

262
263 Chair Sullivan: The other agenda items can be on the agendas of future meetings. I suggest we
264 move on to technology improvements.

265
266 **OTHER ITEMS**

267
268 **Technology Improvements for Town Councilors (i.e. tablets) & Chambers Meeting Room**
269 **(i.e. audio)**

270
271 A. Garron: We should look at this in two sections: the layout of this room and the audio system. I
272 know that you tried tablets and that did not work out. I would suggest that paper copies of the
273 agenda packet could be replaced by using an iPad or a laptop, along with a program such as
274 Dropbox. You can decide whether you want to use a touch screen or a keyboard.

275
276 J. Durand: The devices would pay for themselves with what would be saved in paper, ink and
277 postage.

278
279 Chair Sullivan: I am concerned because I need to have the agenda at hand, not all of the
280 backup. I want it right there without having to boot up.

281
282 R. Lapierre: I use a PC-based laptop. I favor the One Note program because it allows me to put
283 documents in the program and add my own notes. If you write neatly, it will even convert your
284 notes to type.

285
286 D. Fitzpatrick: The packet averages 200 pages, and we make 14 sets.

287
288 R. Duhaime: I have a ZBA packet and a BOS one; I sometimes get them mixed up. Also, we
289 might get more volunteers if we make this easier.

290
 291 A. Garron: Mr. Germain and I have talked a lot about these issues.
 292
 293 N. Germain: It is important that we go in the direction you want to go in. For example, do you
 294 want your devices to stay here or do you want to take them home? To provide devices for every
 295 board and committee could get expensive very fast. We might get them for the Council and
 296 have a library of other devices to be borrowed by other board and committee members.
 297
 298 C. Jones: Maybe we could phase them in. The Council should have them first, and if that works
 299 well, try to get them for the others.
 300
 301 D. Boutin: I prefer a laptop.
 302
 303 N. Germain: My plan is to send you a questionnaire so that you can express your preference.
 304
 305 A. Garron: Regarding the Chambers, we need portable desks so that you are not boxed in. This
 306 is important for social distancing.
 307
 308 C. Jones: There is a system which makes it possible to talk through a microphone on your
 309 laptop.
 310
 311 Chair Sullivan: I want to get rid of the wires. We need portable microphones.
 312
 313 N. Germain: Your packets present some options. One suggestion is bubble mics like those used
 314 on conference calls. Bonnie Smith has been doing some research for us. The lapel mics are
 315 popular, but some are not completely wireless. They can be fragile and finicky. Batteries need to
 316 be replaced often, and they can die in the middle of a meeting. Some people take them home
 317 by mistake.
 318
 319 Chair Sullivan: We need them to be portable in case we change the layout and so that we can
 320 bring a microphone to someone in the audience, if necessary.
 321
 322 D. Boutin: I favor the third solution, the ceiling tile inserted array. Everything is picked up.
 323
 324 N. Germain: We can check into that. The disadvantage is that if you say something off mic, it
 325 will be picked up. This room was set up before streaming. The mixer is old and we will need a
 326 new one. We need to re-wire the room.
 327
 328 D. Boutin: The first and second solutions are not very practical.
 329
 330 R. Lapierre: We have a ceiling array where I work, and you don't even hear papers rustling.
 331
 332 R. Duhaime: The screens are a big improvement. It is great for the ZBA when we need to view
 333 maps of sites and plans,
 334
 335 Chair Sullivan: We might want to move a meeting to the gym when we have a big crowd – for
 336 social distancing. The portable furniture will be good for that. This room has limited capacity.
 337

338 A. Garron: Mr. Germain and I have talked a lot about having the gym as a secondary meeting
339 place.
340

341 N. Germain: It is relatively inexpensive to wire the gym. I was surprised at how little it would
342 cost. We might use television screens or magic screens.
343

344 D. Boutin: Are we planning to move to the gym permanently? That is an expensive second
345 option. It would cost several thousand dollars.
346

347 Chair Sullivan: We expect to be able to use COVID-19 funds.
348

349 J. Durand: Are these improvements eligible for COVID-19 funds?
350

351 A. Garron: We have been allocated \$346,080. These modifications would be for social
352 distancing.
353

354 D. Boutin: Do we have these funds in our account?
355

356 A. Garron: No, they are available for COVID-19 expenses. We used them for the iWave
357 systems we installed to purify the air.
358

359 Chair Sullivan: I would ask Mr. Germain to take a survey regarding devices – video and audio –
360 including wireless mics, chairs and tables we can easily move. We are 99% sure these would
361 be eligible for COVID-19 funds.
362

363 D. Boutin: Can you send us examples of laptops and tablets?
364

365 N. Germain: Yes. I will send the questionnaire first.
366

367 **OTHER BUSINESS** 368

369 Chair Sullivan: We have a legislative conference survey from NHMI looking for a response to
370 the question of whether someone would want to represent us remotely or in person.
371

372 D. Boutin: I would participate in person.
373

374 Chair Sullivan: I have a proclamation for William H. Danford of Boy Scout Troop 603. He earned
375 his Eagle Scout award in April.
376

377 A. Garron: I would like to have a straw vote to see if we will have a quorum for a non-public
378 Zoom meeting tomorrow at 5:30 pm. We will schedule the meeting and hope for a quorum. The
379 meeting may be cancelled.
380

381 D. Boutin motioned to adjourn at 9:38 pm. A. Walczyk seconded the motion.
382
383

384 Respectfully submitted,
385

386 *Kathleen Donnelly*

387 Kathleen Donnelly
388 Recording Clerk
389
390

391 **Please see subsequent meeting minutes for any amendments to these minutes.**
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SPECIAL MEETING MINUTES

Town of Hooksett Town Council

Thursday, August 13, 2020 5:30 PM

Zoom

1. THIS MEETING IS A VIRTUAL MEETING

2. CALL TO ORDER

Chair Sullivan called to order the Special Meeting of the Town of Hooksett Town Council at 5:37 pm.

3. PROOF OF POSTING

Donna Fitzpatrick, Administrative Services Coordinator, provided proof of posting.

4. ROLL CALL

Roll Call #1

Clark Karolian – present and alone (Zoom)

David Boutin – not present

Tim Tsantoulis – present and alone (Zoom)

Randall Lapierre – present in Chambers with minor son & Chair Sullivan in room

Alex Walczyk – present and alone (Zoom)

Roger Duhaime – present and alone (Zoom)

John Durand – present and alone (Zoom)

Cliff Jones – not present

James Sullivan – present in Chambers with Councilor Lapierre and his minor son in room

7-0

5. PLEDGE OF ALLEGIANCE

Chair Sullivan called for the Pledge of Allegiance.

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

Note: Regularly scheduled Town Council meetings provide for public input. Since this is a special meeting, there will be no public input; and the public does not participate in non-public sessions.

(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting.

Chair Sullivan motioned to enter non-public session of 08/13/2020 in accordance with RSA 91-A:3 II (c) at 5:39pm. R. Lapierre seconded the motion.

53 **Roll Call #2**

54 R. Duhaime – yes
 55 J. Durand – yes
 56 C. Jones – not present
 57 R. Lapierre – yes
 58 A. Walczyk – yes
 59 D. Boutin – not present
 60 C. Karolian – yes
 61 T. Tsantoulis – yes
 62 J. Sullivan – yes

63 **Vote 7 in favor 7-0.**

64

65 ***J. Sullivan motioned to exit non-public session of 08/13/2020 at 6:09pm. Seconded by T.***
 66 ***Tsantoulis.***

67

68 **Roll Call #3**

69 D. Boutin – not present
 70 C. Jones – not present
 71 A. Walczyk – not present
 72 J. Durand – yes
 73 R. Duhaime – yes
 74 T. Tsantoulis – yes
 75 R. Lapierre – yes
 76 C. Karolian – yes
 77 J. Sullivan – yes

78 **Vote 6 in favor 6-0.**

79

80 **PUBLIC SESSION 6:12PM**

81 ***J. Sullivan motioned to seal the non-public session minutes of 08/13/2020. Seconded by T.***
 82 ***Tsantoulis.***

83

84 **Roll Call #4**

85 A. Walczyk – not present
 86 R. Lapierre – yes
 87 C. Jones – not present
 88 R. Duhaime – yes
 89 J. Durand – yes
 90 C. Karolian – yes
 91 T. Tsantoulis – yes
 92 D. Boutin – not present
 93 J. Sullivan – yes

94 **Vote 6 in favor 6-0.**

95

96 **7. ADJOURNMENT**

97

98 ***T. Tsantoulis motioned to adjourn the public session of 08/13/2020 at 6:12pm. Seconded***
 99 ***by R. Lapierre.***

100

101 **Roll Call #5**

102 T. Tsantoulis – yes
 103 C. Jones – not present
 104 R. Duhaime – yes
 105 A. Walczyk – not present
 106 R. Lapierre – yes
 107 C. Karolian – yes

108 J. Durand – yes
109 D. Boutin – not present
110 J. Sullivan – yes
111 **Vote 6 in favor 6-0.**
112
113 Respectfully submitted,
114
115
116
117 Donna Fitzpatrick
118 Recording Clerk
119
120
121 **Please see subsequent meeting minutes for any amendments to these minutes.**
122
123
124