



AGENDA

Town of Hooksett Town Council

Wednesday, April 14, 2021 at 6:00 PM

A meeting of the Town Council will be held Wednesday, April 14, 2021 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 - Refunding Resolution and Certificate for the 2019 Rte. 3A Infrastructure Debt (see item 15.5 for additional information) 5 - 11
[Staff Report - SR-21-048 - Pdf](#)
7. **SPECIAL RECOGNITION**
 - 7.1. Hooksett Police Department - a) New Police Patrol Officer Swearing-in Ceremony and b) Annual Award Ceremony - Part II
 - 7.2. Hooksett Fire-Rescue Department - a) New Fire Chief Steven Colburn Swearing-in Ceremony and b) Award Ceremony - Part I
 - 7.3. Hooksett Municipal Employee - New Hire
8. **PUBLIC INPUT - 15 MINUTES**
9. **SCHEDULED APPOINTMENTS**
 - 9.1. Cindy Robertson, Chair of Conservation Commission- Hooksett Riverwalk Trail Phase III Bid Acceptance, Student Conservation Association Contract, NH Recreational Trail Program Grant Contract and a Memorandum of Understanding with the School District (see items 15.1, 15.2, 15.3 & 15.4 for additional information) 13
[Staff Report - SR-21-052 - Pdf](#)
10. **CONSENT AGENDA**
 - 10.1. Motion to accept the donation of a black aluminum pole valued at approximately \$50.00 from Blue Ribbon Company, of Hooksett, NH, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II. 15
[Staff Report - SR-21-039 - Pdf](#)
 - 10.2. Motion to accept \$100.00 donation from Colin & Chris Egan in memory of George Moul to the Town of Hooksett for the Hooksett Fire-Rescue Dept 17 - 18
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Anyone requesting auxiliary aids or services is asked to contact the Administration Department five business days prior to the meeting.

10.3.	Motion to accept \$100.00 donation from the Board of Commissioners for the Central Hooksett Water Precinct in memory of Mr. Bill McDonald to the Town of Hooksett for the Fire-Rescue Department/Ambulance service. Staff Report - SR-21-044 - Pdf	19 - 20
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15.2.	Approval of Sole Source Agreement with the Student Conservation Association (SCA) Staff Report - SR-21-053 - Pdf	59 - 68
15.3.	NH Recreational Trail Program Grant Contract Staff Report - SR-21-054 - Pdf	69 - 73
15.4.	Memorandum of Understanding (MOU) for School District Property included in the Head's Pond Stewardship Plan Staff Report - SR-21-055 - Pdf	75 - 77
15.5.	Refunding Resolution and Certificate for the 2019 Rte. 3A Infrastructure Debt Staff Report - SR-21-049 - Pdf	79
15.6.	Town Vehicles and Use of Personal Vehicles Policy Staff Report - SR-21-037 - Pdf	81 - 84
15.7.	Pawnbroker and Secondhand Dealers Ordinance 2014-1 & Application - Proposed Amendments Staff Report - SR-21-050 - Pdf	85 - 100
15.8.	Motion to approve the purchase of a 2021 Ford Transit Van, emergency equipment, graphics installation and undercoating treatment for a total not to	101 - 111

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

exceed \$41,522.50 to be spent from the Police Detail Special Revenue Fund.

[Staff Report - SR-21-029 - Pdf](#)

- | | | |
|--------|--|-----------|
| 15.9. | Purchase of New CDL Plow Truck | 113 - 116 |
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16. APPROVAL OF MINUTES

- | | | |
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| 16.1. | Public: 03/24/2021 | 171 - 189 |
| | TC Minutes 03242021 | |
| 16.2. | Non-Public: 03/24/2021 | |

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.

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 - Refunding Resolution and Certificate for the 2019 Rte. 3A Infrastructure Debt
Meeting: Town Council - 14 Apr 2021
Department: Finance
Staff Contact: Christine Soucie, Finance Director

BACKGROUND INFORMATION:

Upon the request of the Tax Increment Financing(TIF) Advisory Committee, I was asked to look into refinancing the 2019 approved note for \$2.5 million for the Rte. 3A Infrastructure. The current note which is paid entirely from the TIF district is with TD Bank and the interest rate is 2.55%. After researching all financing options, the NH Bond Bank was the only option available to the Town. The NH Bond Bank anticipated a rate of 1.05% at their May sale. This rate is subject to change due to market conditions.

FINANCIAL IMPACT:

Estimated saving is \$162,000 over eight years. This saving then can be used to do other necessary upgrades in the district.

RECOMMENDATION:

Open Public Hearing
Christine Soucie will provide overview.
Close Public hearing and see New Business

TOWN ADMINISTRATOR'S RECOMMENDATION:

See recommendation under New Business (Concur)

ATTACHMENTS:

[Public Hearing Notice Rte 3A refunding](#)
[Town of Hooksett - Refunding Resolution and Certificate \(4760930_1\)](#)

**TOWN OF HOOKSETT
PUBLIC HEARING NOTICE**

Town of Hooksett Town Council will be holding a public hearing in accordance with RSA 33:3-d on Wednesday, April 14, 2021 at 6:00 pm at the Town Hall, 35 Main Street, Hooksett, NH. The public hearing is to discuss the refunding of the Route 3A Note for sewer and other infrastructure improvements.

Questions should be directed to the Finance Department 603-485-2712.

TOWN OF HOOKSETT
FY 21-01
REFUNDING RESOLUTION AND CERTIFICATE

We, the Town Clerk of the Town of Hooksett (herein the “Town”), certifies that the following resolutions were duly adopted at a meeting of the Town Council of the Town, duly noticed, called and held on _____, 2021 and that the same are duly recorded in the records of the Town and that the resolutions and the actions taken thereat have not been rescinded, abridged or modified in any way:

WHEREAS, there exists unpaid and outstanding indebtedness in the current amount of \$1,670,000 evidencing a valid obligation of the Town, lawfully issued by the Town on December 30, 2019, for the purpose of financing infrastructure improvements identified on Exhibit A herein, which indebtedness is more particularly described by reference to Exhibit B hereof (the “Note”); and

WHEREAS, the Town is not in default of payment of such indebtedness, nor is there any breach, violation or noncompliance with respect to any covenant, contract, undertaking or representation incident to such indebtedness, or the authorization, issuance and sale thereof; and

WHEREAS, the Town Council of the Town hereby finds that the public good and necessity and the best interests of the Town require the issuance of a refunding obligation by the Town, the proceeds of which shall be used to take up and refund the above identified evidences of indebtedness;

WHEREAS, the Town has submitted an application to the New Hampshire Municipal Bond Bank (the “Bank”) for a loan to effect a refunding of the Note, which application is expected to be approved in due course.

NOW, THEREFORE, BE IT RESOLVED THAT:

(1) Of the outstanding indebtedness, as evidenced as aforesaid, \$1,670,000 thereof be refunded by the issuance of a single obligation of the Town, acting by and through its Town Council, under the provisions of RSA 33:3-d (herein the “Refunding Bond”).

(2) The Refunding Bond shall:

(a) Be fully registered as provided by law initially in the name of the New Hampshire Municipal Bond Bank (the “Bank”), or registered assigns;

(b) Bear interest thereon to be paid semi-annually at the rate set forth in

the Loan Agreement to be executed by the Town and the Bank commencing February 15 2022;

(c) Mature and be payable serially each year during a term not to exceed eight (8) years, commencing August 15, 2022;

(d) Be payable at such times and place as the registered holder thereof may designate in writing.

(3) The Refunding Bond shall be sold to the Bank at such rate of interest and upon such terms as the Town, acting by and through its Town Council, has found and determined to be in the Town's best interests.

(4) The Refunding Bond shall not exceed the total unpaid and outstanding indebtedness evidenced as aforesaid, interest accrued thereon through the date of sale of the Refunding Bond, and the costs incurred by the Town in connection with the issuance of the Refunding Bond.

(5) The proceeds derived upon the sale of the Refunding Bond shall not be used for any purpose other than paying or retiring such indebtedness, and paying costs associated with the issuance of the Refunding Bond.

(6) The Refunding Bond, when issued and delivered pursuant to law and this resolution, shall be the valid and binding general obligation of the Town, payable according to law and the terms and tenor thereof.

(7) To the extent necessary to ensure the timely payment of the Refunding Bond, annually there shall be assessed and collected in the manner provided by law until the Refunding Bond, or any bond or bonds issued to refund or replace the same, and the interest thereon, are fully paid, a tax, user fee, charge or assessment, sufficient to pay the interest on such bond or bonds and such part of the principal as shall become due.

(8) The Town Council proceeds forthwith to cause the Refunding Bond to be executed and delivered upon the price and terms agreed upon with the Bank, and be registered as the law provides.

(9) The Refunding Bond to be given by the Town to the Bank at the time of receiving the proceeds of the Loan shall be substantially in the form attached hereto, as Exhibit C;

(10) The Town expressly incorporates into this resolution each and every term, provision, covenant and representation set forth at length in the Non-Arbitrage and Tax Certificate to be delivered in connection with the issuance and sale of the Refunding

Bond, execution and delivery of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in the Tax Certificate are incorporated herein by reference.

(11) All acts and things heretofore done by the lawfully constituted officers of the Town, and any and all acts or proceedings of the Town and of its Town Council in, about or concerning the improvements hereinabove described and of the issuance of the Refunding Bond or other evidence of debt in connection therewith, are hereby ratified and confirmed.

(12) Primmer Piper Eggleston & Cramer PC, counsel to the Town, is authorized and empowered to take possession of the documents referred to herein for delivery to the Bank, and to complete said documents by the inclusion of appropriate dates, amounts, rates of interest and other ministerial changes at the direction of the legislative body of the Town or its designated official, and to acknowledge receipt of the proceeds of the Refunding Bond on behalf of the Municipality.

(13) The proceeds of the Refunding Bond shall be deposited to the credit of the Town, and shall be disbursed as soon as may be practical, but in no event more than thirty (30) days from the date of delivery of the Refunding Bond to the Bank, to redeem and repurchase evidences of indebtedness described in Exhibit B hereof.

(14) The Town shall file promptly all disclosures and reports required under Section 149(e) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (collectively, the "Code").

(15) The Town shall not directly or indirectly use or permit the use of any proceeds of the Refunding Bond or any other funds of the Town, or take or omit to take any action, so as to cause the Refunding Bond to be classified as an "arbitrage bond" or "private activity bond" within the meaning of Sections 103, 141 and 148 of the Code.

(16) To the extent proceeds derived from the sale of the Refunding Bond will be used to reimburse the Town for capital expenditures previously made for the improvements financed by the proceeds of the obligation identified in Exhibit B, this Resolution shall serve as a declaration of official intent under Section 1.150-2 of the Treasury Regulations (or a republication of any previously made declaration of official intent) to effect a reimbursement in an amount not to exceed the total of all previous capital expenditures.

And we, the undersigned officers, as indicated, hereby certify that the Town Administrator and the Town Treasurer are authorized to execute and deliver the Refunding Bond to the Bank, together with all other instruments necessary or convenient to effectuate the intent of this Resolution issued under and pursuant to the actions

hereinabove mentioned, the same being duly registered in the office of the Town Treasurer as prescribed by law.

And we hereby certify that we are the duly chosen, qualified and acting officers of the Town constituting the Town Council, that the Refunding Bond is issued pursuant to said authority, that no other proceedings relating thereto have been taken, and that no such authority or proceeding has been repealed or amended.

We represent that all information the Town has provided the Bank in connection with the Refunding Bond, and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of our knowledge.

We further certify that no litigation is pending or threatened affecting the validity of the Refunding Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the indebtedness identified in Exhibit B and being refunded hereby, and that neither the corporate existence of the Town nor the title of any of us to our respective offices is being questioned.

We further certify that all actions set forth in this resolution were proposed, considered and approved in a public meeting duly called, noticed and held in compliance with all applicable open meeting, public records access, public procurement, bid solicitation, and conflict of interest statutes.

Dated: _____, 2021

ATTEST:

Town Clerk

Town Council
STAFF REPORT



To: Town Council
Title: Cindy Robertson, Chair of Conservation Commission- Hooksett Riverwalk Trail Phase III Bid Acceptance, Student Conservation Association Contract, NH Recreational Trail Program Grant Contract and a Memorandum of Understanding with the School District
Meeting: Town Council - 14 Apr 2021
Department: Community Development
Staff Contact: Leann Fuller, Community Development Clerk

BACKGROUND INFORMATION:

There are four separate items that the Conservation Commission is currently working on that require a vote from the Town Council..

1. Hooksett Riverwalk Trail Phase III Bid Acceptance: Since the Warrant Article passed in March, Stantec put out a RFP for Phase III of the Hooksett Riverwalk Trail and has recommended a bid award. (See New Business)
2. Student Conservation Association Contract: The SCA works on trails for the Conservation Commission and has a contract that needs to be approved. (See New Business)
3. NH Recreational Trail Program Grant Contract: The Conservation Commission must sign a contract with the Recreational Trail Program in order to receive the \$80,000 reimbursement grant. (See New Business)
4. Memorandum of Understanding with the School District: The Head's Pond Stewardship Plan includes a parcel of land that the School District owns. (See New Business)

RECOMMENDATION:

Listen to Cindy Robertson review the 4 items that need Council attention.

SUGGESTED MOTION:

See New Business items.

TOWN ADMINISTRATOR'S RECOMMENDATION:

See recommendation under New Business (Concur)

Town Council
STAFF REPORT



To: Town Council
Title: Motion to accept the donation of a black aluminum pole valued at approximately \$50.00 from Blue Ribbon Company, of Hooksett, NH, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II.
Meeting: Town Council - 14 Apr 2021
Department: Police Department
Staff Contact: Jake Robie, Captain

BACKGROUND INFORMATION:

Blue Ribbon Company, of Hooksett, NH offered to donate one 16' black aluminum pole to the Hooksett Police Department. The Donation of the pole will be used to hang the solar speed sign in Hooksett.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Accept the donation.

SUGGESTED MOTION:

Motion to accept the donation of a black aluminum pole valued at approximately \$50.00 from Blue Ribbon Company, of Hooksett, NH, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e:II.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council
STAFF REPORT



To: Town Council
Title: Motion to accept \$100.00 donation from Colin & Chris Egan in memory of George Moul to the Town of Hooksett for the Hooksett Fire-Rescue Dept
Meeting: Town Council - 14 Apr 2021
Department: Fire and Rescue
Staff Contact: Regina Howard, Administrative Assistant

BACKGROUND INFORMATION:

On March 22, 2021 HFR received a card via USPS mail from Colin and Chris Egan enclosing a donation for \$100.00 in memory of their Uncle, George Moul. Mr Moul passed away on 3/10/21 and was a resident in Hooksett. They recalled in their note that HFR responded multiple times to assist their aunt and uncle and were appreciative of the kindness, care, and compassion shown to them by our members.

RECOMMENDATION:

Accept \$100.00 donation from Colin & Chris Egan in memory of George Moul to the Town of Hooksett for the Hooksett Fire-Rescue Donation Line per RSA 31:95-b III(b)

SUGGESTED MOTION:

Motion to accept \$100.00 donation from Colin & Chris Egan in memory of George Moul to the Town of Hooksett for the Hooksett Fire-Rescue Donation Line per RSA 31:95-b III(b)

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[George Moul Donation Note 03222021](#)



Christine Egan
967 Lake Shore Rd.
Manchester, NH 03109-5707

BOSTON MA 020

20 MAR 2021 PM 7 L



Hooksett Fire Department
15 Legends Drive
Hooksett, NH 03106

03106-164815



Hooksett Fire Department,

Enclosed is a donation in memory of my uncle, George Moul, who passed away on March 16, 2021. He lived at 1245 Smyth Road in Hooksett. Over the last several weeks, the fire department was called quite a few times to assist my aunt (age 93) when my uncle had fallen. I was visiting on one of these occasions. The men and women that responded were so very kind and concerned about my uncle. Thank you very much for the care and compassion that you showed my aunt and uncle. Also, especially during these COVID times, thank you for your service and your dedication to the Hooksett community.
Colin and Chris (Moul) Egan

Town Council
STAFF REPORT



To: Town Council
Title: Motion to accept \$100.00 donation from the Board of Commissioners for the Central Hooksett Water Precinct in memory of Mr. Bill McDonald to the Town of Hooksett for the Fire-Rescue Department/Ambulance service.
Meeting: Town Council - 14 Apr 2021
Department: Fire and Rescue
Staff Contact: Regina Howard, Administrative Assistant

BACKGROUND INFORMATION:

On March 28, 2021 HFR received a letter via USPS mail from the Board of Commissioners for the Central Hooksett Water Precinct enclosing a donation for \$100.00 in memory of past board member Mr. Bill McDonald who passed away at the age of 90. He served on their board for 15+ years and voted unanimously to make this donation to HFR in his memory.

RECOMMENDATION:

Accept \$100.00 donation from the Board of Commissioners for the Central Hooksett Water Precinct in memory of Mr. Bill McDonald to the Town of Hooksett for the Fire-Rescue (Ambulance Service) per RSA 31:95-b III(b)

SUGGESTED MOTION:

Motion to accept \$100.00 donation from the Board of Commissioners for the Central Hooksett Water Precinct in memory of Mr. Bill McDonald to the Town of Hooksett for the Fire-Rescue (Ambulance Service) per RSA 31:95-b III(b)

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Central Hooksett Water Donation Letter 03302021](#)



3-24-2021

To: Hooksett Ambulance Services
From: CHWP Board of Commissioners

Re: Donation

Dear members of the Hooksett Ambulance Service,

The Commissioners of the Central Hooksett Water Precinct have voted to make a donation in the amount of \$100.00 in memory of Mr. Bill McDonald.

Mr. McDonald served on this Board on 2 different occasions for 15+ years.

On 2-24-2021 Mr. McDonald passed away at the age of 90.

He was asset to this Board and community and will be missed.

Mrs. McDonald ask if we could make this donation in lieu of flowers in his memory. The vote was unanimous.

We are honored to be able to make this gift to you in his memory.

Sincerely,

The Board of Commissioners
Central Hooksett Water Precinct

Town Council
STAFF REPORT



To: Town Council
Title: Nominations and Appointments - April 2021
Meeting: Town Council - 14 Apr 2021
Department: Administration
Staff Contact: Nick Germain, Project Coordinator

BACKGROUND INFORMATION:

At the last Town Council meeting, Councilors chose to nominate Scott Evans to the Parks and Recreation Advisory Board (6/30/2024) and Peter Stoddard to the Economic Development Advisory Committee (6/30/2022)

Staff will also report on the status of Recycling and Transfer Advisory Board membership with regards to Alternates and remaining slots.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Appoint Mr. Stoddard and Mr. Evans. Consider any other applications that come before council.

SUGGESTED MOTION:

"I motion to appoint Scott Evans to the Parks and Recreation Advisory Board to a term expiring 6/30/2024"

"I motion to appoint Peter Stoddard to the Economic Development Advisory Committee to a term expiring 6/30/2022"

ATTACHMENTS:

[Nominations and Appointments April 2021](#)

Available Appointed Town Positions

Entity	Assigned Councilor	Available Positions	Expiration	Contact Town Staff
Heritage Commission	James Sullivan	(x1) Commissioner	6/30/2023	Administration
		(x2) Alternate	6/30/2023	Administration
Bicentennial Committee	James Sullivan	(TBD) Member	6/30/2023	Administration
Economic Development Advisory Committee	James Sullivan	1 Business Member	6/30/2022	Community Development
Town Hall Preservation Committee	James Sullivan	(x3) Committee Member	6/30/2021	Administration
Tax Increment Financing Advisory Board	David Boutin	x1 Member (Property Owner Within District)	6/30/2022	Community Development
Planning Board	David Boutin			Community Development
Parks and Recreation Advisory Board	Alex Walczyk	x1 Member	6/30/2024	Public Works
Recycling and Transfer Advisory Board	Clark Karolian	2 Member	6/30/2023	Public Works
Zoning Board of Adjustment	Roger Duhaime			Community Development
		1 Alternate	6/30/2021	



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 12/16/20
 Name: Peter Stoddard Phone: 603-235-6395
 Address: 1717 Wellington Rd - Manchester NH 03104
 Email Address: petescashland services.com
 Signature: [Signature]

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

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

BOARDS, COMMISSIONS & COMMITTEES

Role Preference
 Alternate, Regular, or None?

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

2

How long have you been a resident of Hooksett?

I am a resident of Manchester, but own a business in Hooksett.

Why are you seeking this position?

Looking to get involved in the community.

Do you have any specific goals or objectives?

Community Service.

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

Business owner - Land surveying company - Extensive knowledge of land development.

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

Only conflict would be if my company was contracted for Land Surveying Services for a business that was seeking input from the EOAC in which case I would recuse myself.

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

—

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

N/A

Town of Hooksett

35 Main Street
Hooksett, NH 03106

FRAUD POLICY

Recognition & Awareness Form

Acknowledgement:

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

Signature: 

Print Name: Peter Stoddard

Date Signed: 12/4/20

Department Head Signature: _____



Town of Hooksett

APPLICATION FOR VOLUNTEER POSITION

Date Submitted: 3/16/21

Name: SETH EVANS Phone: 603 320 2900

Address: 69 main st

Email Address: SEVANS@NHOC.COM

Return completed form to: Town of Hooksett, 35 Main Street, Hooksett NH 03106, Attn: Nicholas P. Germain, Project Coordinator or email to ngermain@hooksett.org.

Why are you seeking this position?

PMIC/Rec board

Do you have any specific goals or objectives?

Days & Time Available: _____

SIGNED: _____

Town of Hooksett

35 Main Street
Hooksett, NH 03106

FRAUD POLICY

Recognition & Awareness Form

Acknowledgement:

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

Signature:  _____

Print Name: Scott Evans

Date Signed: 3/16/21

Department Head Signature: _____



STAFF REPORT

To: Town Council
Title: Lilac Bridge Memorial Landscaping – Approve of award of Landscaping Contract to Blue Ribbon Property Improvements for an amount to be determined and to Fund the Project with Public Recreation Facilities Impact Fee funds (Tabled at March 24th Meeting).
Meeting: Town Council - 14 Apr 2021
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

Last year the memorial for the Lilac Bridge was constructed. The Memorial was a requirement of the pedestrian bridge project completed several years ago. Also required is to install flowers and lilacs at the site. I developed a Request for Quotes and sent the request to five local landscaping companies. The following is attached:

- Updated Landscaping plan included with RFQ
- Spreadsheet with known pricing and pricing to be determined. A completed spreadsheet will be provided prior to the meeting.

I contacted the following companies and requested that they provide me with a quote for landscaping of the area surrounding the Lilac Bridge Memorial:

- Alliance Landscaping
- Blue Ribbon Property Improvements
- Faulkner's Landscaping
- Grapevine Landscaping
- Martin's Landscaping & Construction

Two quotes were received:

- | | |
|-------------------------------------|----------|
| • Alliance Landscaping | \$32,906 |
| • Blue Ribbon Property Improvements | \$20,007 |

The company who provided the lowest quote was Blue Ribbon Property Improvements. The Town Administrative Code requires that projects over \$15,000 be competitively bid, however, I requested that the quotes provided be broken out by item and I believe that the intent of the procurement code will be satisfied by awarding the project based on the individual item prices.. Attached is a table showing those items and the quotes provided. Note however, at the previous Town Council meeting the request to add irrigation, and subsequent requests to add parking and bollards will increase the contract such that it is over the \$15,000 threshold where bids are required.

Blue Ribbon Landscaping provided the lowest overall quote, but is willing to install the lilacs, the flowers, flower beds, and the stone dust walkway for \$7,250, which is well under the \$15,000 threshold required to

obtain formal bids. The curb installation will be eliminated from the project. The loam and seed installation will be done by the Department of Public works within their budget. **Since the tabled Town Council meeting I have requested quotes for additional pavement that would add three parallel parking spaces along Veteran's Drive, a quote for irrigation, and a quote for a removable bollard at the entrance path.**

Based on the above, I intend to make a recommendation that the Town waives the requirement to bid the project (since the cost will be over \$15,000) and accept the quotes provided by the Blue Ribbon Properties company and hire them to do the selected work the amount of that work (assuming the costs are deemed reasonable). I will further recommend that the project funding be provided from the Public Recreation Facilities Impact Fee account also known as the "Parks Impact Fees" funds. As of January 31, 2021, the balance in this account was \$123,376.29. The balance after this project is completed will be \$116,126.29. The public works director has approved of this funding source.

FINANCIAL IMPACT:

The agreed upon award price will be funded from the Public Recreation Facilities Impact Fees account.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

To be determined prior to and presented at the Town Council meeting.

SUGGESTED MOTION:

To be determined prior to and presented at the Town Council meeting.

TOWN ADMINISTRATOR'S RECOMMENDATION:

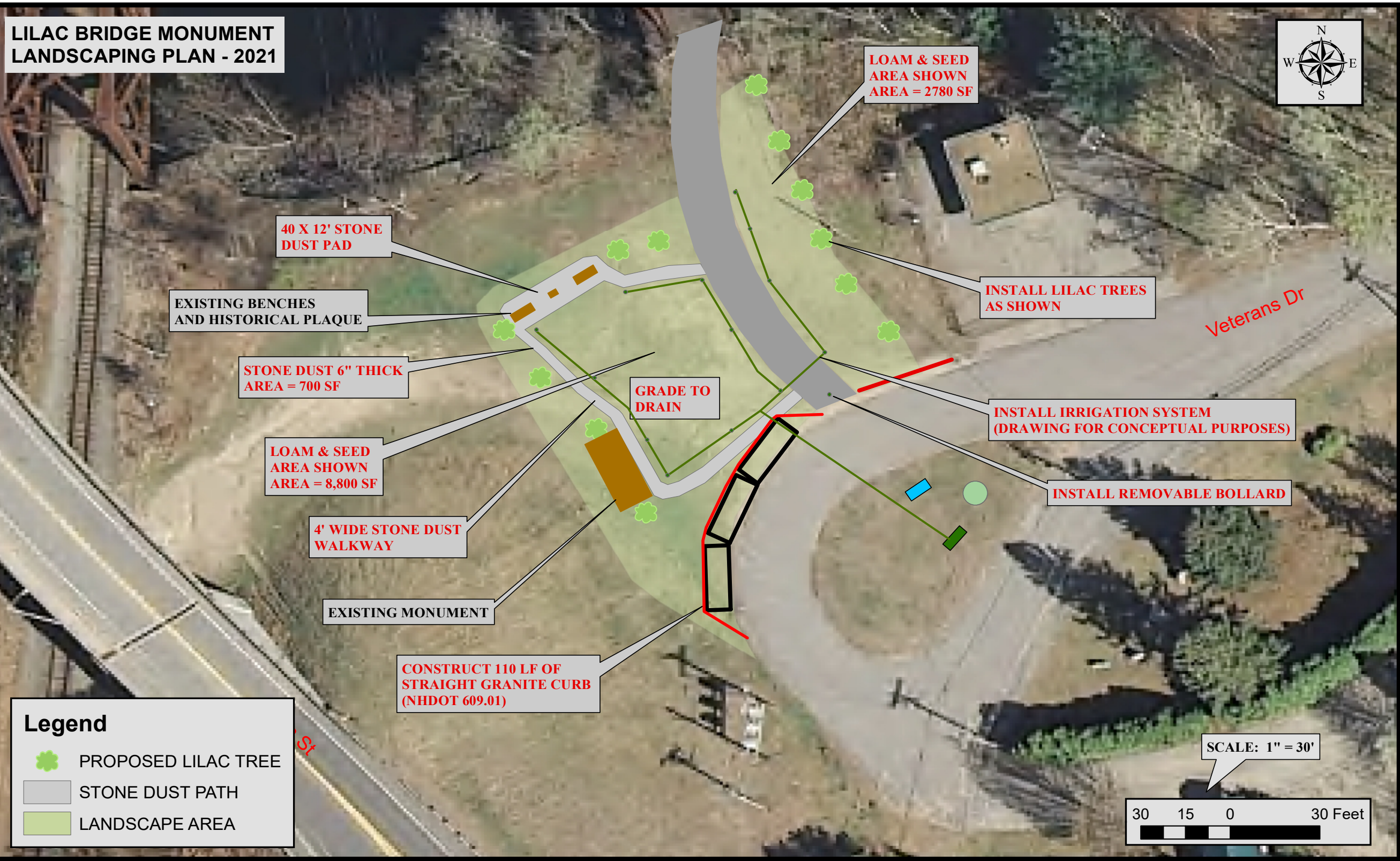
Concur

ATTACHMENTS:

[Lilac Bridge Memorial Landscape Spreadsheet](#)
[Landscape Plan 11 x 17 REVISED w-Parking](#)

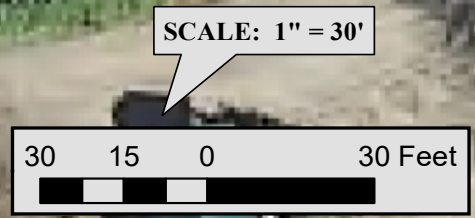
	ALLIANCE LANDSCAPING	BLUE RIBBON PROPERTIES	ALLIANCE LANDSCAPING (ADJUSTED)	BLUE RIBBON PROPERTIES (ADJUSTED)	ALLIANCE LANDSCAPING (ADJUSTED - 2)	BLUE RIBBON PROPERTIES (ADJUSTED - 2)	ALLIANCE LANDSCAPING (ADJUSTED - 3)	BLUE RIBBON PROPERTIES (ADJUSTED - 3)
Cost of Labor, Trees and Installation	\$5,421	\$3,150	\$2,421	\$3,150	\$2,421	\$3,150	\$4,842	\$6,940
Cost of Fertilizers and Flower Beds	\$8,240	\$3,150	\$8,240	\$3,150	\$8,240	\$3,150	\$9	\$0
Cost of Stone Dust and Installation	\$1,540	\$950	\$4,640	\$950	\$4,640	\$950	\$4,640	\$950
Cost of Lawn and Seeding	\$7,580	\$8,197	\$7,580	\$8,197				
Cost of Gravel, Lawn Installation	\$10,025	\$4,500					\$10,025	\$2,500
Additional 22' of Carls (at previous unit price)								\$1,056
Cost of Irrigation Installation								1133
Additional Paving to Create Three Parking Spaces								1133
Cost of Removable Road								1133
Total Cost	\$32,906	\$30,007	\$22,881	\$15,447	\$15,321	\$7,250	\$9,507	\$12,866

LILAC BRIDGE MONUMENT LANDSCAPING PLAN - 2021



Legend

- PROPOSED LILAC TREE
- STONE DUST PATH
- LANDSCAPE AREA



Town Council STAFF REPORT



To: Town Council
Title: Updated Town of Hooksett, NH COVID-19 Travel Policy - Governor of NH extension through April 16, 2021
Meeting: Town Council - 14 Apr 2021
Department: Administration
Staff Contact: Donna Fitzpatrick, Human Resource Coordinator

BACKGROUND INFORMATION:

The Town Council, at their meeting of March 24, 2021, updated the Town of Hooksett, NH COVID-19 Travel Policy based on the March 16, 2021 NH Division of Public Health Services (NHDPHS) revision.

On March 26, 2021 Governor Sununu issued Emergency Order #88 (see attached) to extend the update the Council made at their last meeting from March 26, 2021 to April 16, 2021. Council approval is needed for the April extension (see updated policy recommendation attached).

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

Extension to Police effective date from March 26, 2021 to April 16, 2021.

RECOMMENDATION:

Approve extension of policy through April 16, 2021 and authorize Town Administrator Garron to make any future changes to this policy, so that Administration may get these frequently changing COVID-19 policies out to employees in a timely manner.

SUGGESTED MOTION:

- 1) Motion to approve the updated Town of Hooksett COVID-19 Travel Policy as amended to extend the policy through April 16, 2021 AND
- 2) Motion to authorize Town Administrator Garron to make future amendments to the Town of Hooksett COVID-19 Travel Policy based on CDC and/or NH DPHS revisions to its current COVID-19 travel guidelines or the Governor of NH issues or updates a COVID-19 Emergency Order.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur, Approvals to the Travel Policy have been in concert with changes made at the State and Federal level. If future changes are made accordingly, staff is requesting approval of the Council to allow the Town Administration to move forward with the amendments.

ATTACHMENTS:

[TOH COVID TRAVEL POLICY - AMEND 04142021](#)

[emergency-order-88](#)



Town of Hooksett, NH
COVID-19 Travel Policy
Effective March 16, 2021

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 Governor's COVID-19 Emergency Order ~~#82 #88 of January 15, 2021~~ **March 26, 2021**, updated COVID-19 travel guidelines published by the NH DHHS Division of Public Health Services of March 16, 2021 (see also NHDPHS & CDC), the Town will take the following course of action, effective March 16, 2021.

The Town of Hooksett, NH strongly discourages high-risk travel. High-risk travel is defined as international travel (including to and from Canada except for essential Canadian travel), and cruise ship travel.

Any employee who chooses to do high-risk travel is required to do the following for each instance of travel:

1. Notify your supervisor as soon as possible of your plans to travel.
2. Self-quarantine for 10 days following the last date of high-risk travel. At the end of this self-quarantine, if asymptomatic, the employee may return-to-work.
3. The 10-day self-quarantine may be reduced by getting a COVID-19 test on day **6-7** of the self-quarantine. The test must be a molecular test (e.g., PCR-based test), antigen tests (rapid tests) are not accepted for this purpose. Once test results come back negative, the employee is asymptomatic, the employee is and will self-observe for symptoms of COVID-19 and strictly adhere to COVID-19 mitigation measures, then he/she may return-to-work.
4. Notify your employer at anytime upon returning-to-work from a high-risk travel should you have symptoms of COVID-19.

During the 10-day quarantine period, or the reduced quarantined 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 ~~March 26, 2021~~ **April 16, 2021** or until such time as the CDC and/or NH DPHS revises its current COVID-19 travel guidelines or the Governor of NH issues or updates a COVID-19 Emergency Order.

EXCEPTION TO COVID-19 TRAVEL POLICY

The following employees do NOT need to follow steps 1-4 of the above high-risk travel policy:

- a) A person who is 14 days beyond the Johnson & Johnson dose or second dose (Pfizer or Moderna) of their COVID-19 vaccine (i.e., 14 days after full vaccination)
- b) A person who is within 90 days of a prior SARS-CoV-2 infection diagnosed by PCR or antigen testing

Revised by Town Council on 04/14/2021



CHRISTOPHER T. SUNUNU
Governor

**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

**STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER T. SUNUNU, GOVERNOR**

Emergency Order #88 pursuant to Executive Order 2020-04 as extended by Executive Orders, 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04 and 2021-05

An order regarding travel guidance and extending Emergency Order #52

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on Friday, March 13, 2020, the Governor issued Executive Order 2020-04, an order declaring a state of emergency due to the Novel Coronavirus (COVID-19); and

WHEREAS, the Governor issued Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04 and 2021-05 extending the State of Emergency declared in Executive Order 2020-04; and

WHEREAS, on May 1, 2020, the Governor issued Emergency Order #40, an order extending and modifying Emergency Order #17 (Closure of non-essential businesses and requiring Granite Staters to stay home), which contained the Stay At Home 2.0 plan that had been unanimously approved by the Governor's Economic Re-Opening Task Force and approved by the Department of Health and Human Services, Division of Public Health; and

WHEREAS, on June 15, 2020, the Governor issued Emergency Order #52, an order issuing public health guidance for business operations and advising Granite Staters that they are safer at home, which contained the Safer at Home plan enabling the State to continue to take steps to gradually re-open New Hampshire's economy in multiple phases; and

WHEREAS, on July 31, 2020, the Governor issued Emergency Order #61, an order extending Emergency Order #52; and

WHEREAS, on August 31, 2020, the Governor issued Emergency Order #66, an order extending Emergency Order #52; and

**107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301
Telephone (603) 271-2121 • FAX (603) 271-7640
Website: <http://www.governor.nh.gov/> • Email: governorsununu@nh.gov
TDD Access: Relay NH 1-800-735-2964**

WHEREAS, on September 30, 2020, the Governor issued Emergency Order #70, an order extending Emergency Order #52; and

WHEREAS, on November 14, 2020, the Governor issued Emergency Order #72, an order regarding travel guidance and extending emergency Order #52; and

WHEREAS, on January 15, 2021, the Governor issued Emergency Order # 82, an order regarding travel guidance and extending Emergency Order #52; and

WHEREAS, the conditions necessitating Emergency Orders #40, #52, #61, #66, #70, #72, and #82 are still present in New Hampshire and in other states; and

WHEREAS, New Hampshire State Epidemiologist Dr. Benjamin Chan has determined that community mitigation has been and continues to be critically important; and

WHEREAS, Dr. Chan advises that relaxing community mitigation efforts risks additional COVID-19 outbreaks; and

WHEREAS, on May 29, 2020, the U.S. Supreme Court observed that “[t]he precise question of when restrictions on particular social activities should be lifted during the [COVID-19] pandemic is a dynamic and fact-intensive matter subject to reasonable disagreement,” and stated that “[o]ur Constitution principally entrusts the safety and health of the people to the politically accountable officials of the States to guard and protect,” *South Bay United Pentecostal Church, et al., Applicants v. Gavin Newsom, Governor of California, et al.*, No. 19A1044, 590 U.S. __ (2020), at 3 (Roberts, C.J., concurring); and

WHEREAS, New Hampshire’s courts have recognized that the COVID-19 pandemic justifies the Governor’s declaration of a State of Emergency and the restrictions placed on New Hampshire’s citizens, businesses, and other organizations through the Emergency Orders. *See Binford, et. al. v. Sununu*, Merrimack Cty. Super. Ct., 217-2020-CV-00152 (March 25, 2020) (Kissinger, J.), at 7-9; *Devine v. Sununu*, Rockingham Cty. Super. Ct., 218-2020-CV-00602 (June 18, 2020) (Schulman, J.); *Cooper v. Sununu*, Hillsborough Cty. Super. Ct., Southern Dist., 2020-CV-00266 (July 13, 2020) (Colburn, J.), at 15; *Athens v. Sununu*, Cheshire Cty. Super. Ct., 213-2020-CV-00104 (July 14, 2020) (Ruoff, J.), at 6-7; and

WHEREAS, New Hampshire courts have recognized that the outbreak and death toll in New Hampshire would likely be higher without the Governor’s initial order declaring a State of Emergency, and that, given the alarming number of cases in neighboring states and the national and international coordination required to sufficiently control the spread of the disease, COVID-19 is a “disaster of major proportions” that lies “beyond local control.” *BAMP Track Operations, LLC v. Sununu*, Merrimack Cty. Super. Ct., 214-2020-CV-00046, at 13; and

WHEREAS, the COVID-19 pandemic continues to affect New Hampshire residents and there is a continued need to take significant precautions; and

WHEREAS, the outbreak of COVID-19 has confronted the State with an unprecedented public health emergency and with financial and economic devastation resulting therefrom, which

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require the State to continue to respond rapidly to ensure that necessary supplies, economic infrastructure, and other appropriate emergency responses are provided immediately; and

WHEREAS, based on the facts and circumstances described herein, and those described in Emergency Orders #52, #61, #66, #70, #72, and #82 the Governor has determined that it is necessary extend Emergency Order #52 and extend the revised travel guidance issued pursuant to Emergency Order #72.

NOW, THEREFORE, pursuant to Section 18 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04 and 2021-05 it is hereby ordered, effective immediately, that:

1. In addition to the travel related provisions of the Universal Guidelines for New Hampshire employers and employees, all New Hampshire residents and travelers/visitors to the State of New Hampshire must continue to comply with the travel guidance documents issued by the Division of Public Health and included on Exhibit A to Emergency Order #72.
2. Emergency Order #52, as extended by Emergency Orders #61, #66, #70, #72, and #82 issued pursuant to Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04 and 2021-05 is hereby extended and shall remain in effect until April 16, 2021.
3. The provisions of this Order shall remain in effect until April 16, 2021.

Given under my hand and seal at the Executive Chambers in Concord, this 26th day of March, in the year of Our Lord, two thousand and twenty-one, and the independence of the United States of America, two hundred and forty-five.


GOVERNOR OF NEW HAMPSHIRE

Town Council

STAFF REPORT



To: Town Council
Title: Updated Town Council Rules of Procedures - Section #13 Procedure for Town Administrator Annual Evaluation
Meeting: Town Council - 14 Apr 2021
Department: Administration
Staff Contact: Donna Fitzpatrick, Human Resource Coordinator

BACKGROUND INFORMATION:

The Town Council has formed a sub-committee, Councilors Karolian, Lapierre & Boutin, to conduct meetings with Town Administrator Garron and review the current Town Administrator Annual Evaluation process (see below) with the outcome to make recommendations for change in process and evaluation form.

13. Procedure for Town Administrator Annual Evaluation

- a. Council's first meeting in May – Council will receive Town Administrator's self-evaluation to include status on his/her goals with comments for period ending June 30th of the same fiscal year along with a blank evaluation form.
- b. Council's second meeting in May = Councilors are to complete and submit the Town Administrator evaluation form via e-mail to the Council Chair and cc: Administrative Services Coordinator (or hand deliver to same at meeting).
- c. First week in June = Administrative Services Coordinator and Council Chair consolidate each Councilor's Town Administrator evaluation data into one report.
- d. Council's first meeting in June – Councilors to review consolidated Town Administrator evaluation report for edits.
- e. Council's second meeting in June – Councilors and Town Administrator to receive Town Administrator evaluation report in agenda packet and review at this meeting.
- f. Council's annual July/August Workshop meeting – New council to establish goals for new fiscal year.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

To be determined by Town Council sub-committee

RECOMMENDATION:

Approve Updated Town Council Rules of Procedures Section #13 Procedure for Town Administrator Annual Evaluation as presented by the Town Council sub-committee for an effective date_____.

SUGGESTED MOTION:

Motion to approve Updated Town Council Rules of Procedures Section #13 Procedure for Town Administrator Annual Evaluation as presented by the Town Council sub-committee for an effective date_____.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur, final proposed evaluation form was reviewed, discussed and agreed to by the sub-committee of Councilors to move forward for Town Council approval.

Town Council
STAFF REPORT



To: Town Council
Title: Hooksett Riverwalk Trail Phase III Bid Award
Meeting: Town Council - 14 Apr 2021
Department: Community Development
Staff Contact: Leann Fuller, Community Development Clerk

BACKGROUND INFORMATION:

Stantec put out a RFP for Phase III of the Hooksett Riverwalk Trail. This bid was contingent upon the voters approving the Warrant Article in March. Stantec has since reviewed all the bids and went through their references. Stantec recommends awarding the contract to Belko Landscaping in the amount of \$143,741.00.

RECOMMENDATION:

Vote to award the Hooksett Riverwalk Phase III Trail Construction contract to Belko Landscaping.

SUGGESTED MOTION:

Motion to award the Hooksett Riverwalk Phase III Trail Construction contract to Belko Landscaping for the amount of \$143,741.00.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Stantec Contract Award Recommendation](#)



March 31, 2021
File: 195113093

Hooksett Conservation Commission
Attn: Cindy Robertson, Chairperson
35 Main Street
Hooksett, NH 03106

Dear Ms. Robertson:

**Re: Merrimack Riverfront Trail System Project, Phase III Trail Construction
Contract Award Recommendation**

On Friday, March 3, 2021, five (5) bids were received for the subject project. The low bidder was Belko Landscaping, LLC with a Base Bid Amount of \$143,741.00. The bid tabulation, Belko Landscaping's Bid, and Bid Bond are attached.

Stantec performed an evaluation of the low bidder, as part of our review we have checked three of their references from recently completed projects of similar size and scope and have received three favorable responses. The three completed reference forms are attached. In addition, Belko Landscaping's bank has provided a reference letter (attached), indicating that the company is in good standing.

In consideration of these findings, we recommend that the Conservation Commission award this project to Belko Landscaping, LLC for their bid amount of \$143,741.00.

Attached is a Notice of Award for signature. If acceptable, please sign and return to us. We will forward the document to the Contractor and prepare the contract documents for execution. If you have any questions, or require any additional information, please contact me at our office.

Sincerely

STANTEC CONSULTING SERVICES, INC.

A handwritten signature in blue ink, appearing to read "J. Daniel Tatem", written over a horizontal line.

J. Daniel Tatem
Senior Associate
dan.tatem@stantec.com
Phone: (603) 669-8672
Fax: (603) 669-7636

Attachments: Bid Tabulation
Belko Landscaping, LLC Bid
Belko Landscaping, LLC Bid Bond
Reference Forms
Bank Letter
Notice of Award

c: Steve Couture, Con Com Rep.



PROJECT # 195113093

PROJECT: Merrimack Riverfront Trail Project - Phase III

SUBJECT: Bid Tabulation

SHEET # 1

MADE BY: JDT

CHKD BY: RL

REV BY:

CHKD BY:

DATE: # 3/5/2021

DATE: # 3/5/2021

DATE:

DATE:

Item No.	Description	Unit	Quantity
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Base Bid:

1	Erosion Control	LS	1
2	Loam Stripping & Restoration, Access Rd	LS	1
3	Loam Stripping, Stockpile & Removal	LF	1,160
4	Abutments/Wing Walls, Gravel Approach	EA	4
5	8' Wide, Boardwalks	LF	120
6	Wood Mats, Install & Removal	SF	1,440
7	8' Wide Gravel Trail	LF	1,160
8	Loam & Seed Trail Shoulders	LF	1,160
9	Allowance for Soils/Concrete Testing	ALLOW	1
10	Misc. Site Clean-up	LS	1
11	SWPPP Plan & Inspections	LS	1
12	Ledge/Boulder Removal	CY	10
13	Mirafi 500x Fabric	SY	1,290
14	54" High Pedestrian/Bike Rail	LF	20

Belko Landscaping, LLC

Unit Price	Total
\$5,375.00	\$5,375.00
\$3,485.00	\$3,485.00
\$16.00	\$18,560.00
\$1,550.00	\$6,200.00
\$492.00	\$59,040.00
\$4.30	\$6,192.00
\$15.25	\$17,690.00
\$7.00	\$8,120.00
\$5,000.00	\$5,000.00
\$1,730.00	\$1,730.00
\$1,235.00	\$1,235.00
\$618.00	\$6,180.00
\$0.60	\$774.00
\$208.00	\$4,160.00

Total Base Bid - Items 1 Through 14:	\$143,741.00
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Solid Earth Tech., Inc.

Unit Price	Total
\$12,000.00	\$12,000.00
\$5,000.00	\$5,000.00
\$12.50	\$14,500.00
\$9,500.00	\$38,000.00
\$425.00	\$51,000.00
\$8.00	\$11,520.00
\$18.00	\$20,880.00
\$12.50	\$14,500.00
\$5,000.00	\$5,000.00
\$4,000.00	\$4,000.00
\$7,000.00	\$7,000.00
\$1.00	\$10.00
\$4.00	\$5,160.00
\$100.00	\$2,000.00

Total Base Bid-Items 1 Through 14:	\$190,570.00
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Jamco Excavators, LLC

Unit Price	Total
\$28,450.00	\$28,450.00
\$25,950.00	\$25,950.00
\$5.52	\$6,403.20
\$15,300.00	\$61,200.00
\$490.19	\$58,822.80
\$15.04	\$21,657.60
\$21.96	\$25,473.60
\$3.31	\$3,839.60
\$5,000.00	\$5,000.00
\$3,000.00	\$3,000.00
\$4,250.00	\$4,250.00
\$1.00	\$10.00
\$1.85	\$2,386.50
\$166.66	\$3,333.20

Total Base Bid-Items 1 Through 14:	\$249,776.50
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WP Davis Excavation, LLC

Unit Price	Total
\$10,000.00	\$10,000.00
\$5,000.00	\$5,000.00
\$5.00	\$5,800.00
\$14,900.00	\$59,600.00
\$835.00	\$100,200.00
\$3.50	\$5,040.00
\$35.00	\$40,600.00
\$5.00	\$5,800.00
\$5,000.00	\$5,000.00
\$5,000.00	\$5,000.00
\$5,000.00	\$5,000.00
\$100.00	\$1,000.00
\$2.00	\$2,580.00
\$380.00	\$7,600.00

Total Base Bid - Items 1 Through 14:	\$258,220.00
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F.L. Merrill Const., Inc.

Unit Price	Total
\$11,500.00	\$11,500.00
\$5,900.00	\$5,900.00
\$3.00	\$3,480.00
\$11,500.00	\$46,000.00
\$925.00	\$111,000.00
\$18.00	\$25,920.00
\$13.00	\$15,080.00
\$4.00	\$4,640.00
\$5,000.00	\$5,000.00
\$37,500.00	\$37,500.00
\$10,900.00	\$10,900.00
\$375.00	\$3,750.00
\$8.00	\$10,320.00
\$250.00	\$5,000.00

Total Base Bid - Items 1 Through 14:	\$295,990.00
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Merrimack Riverfront Trail System Project – Phase II:

Bid

Engineer: Stantec Consulting Services Inc

Section 00331 Page 1 of 8

SECTION 00331

BID

PART A - BID

Proposal of Belko Landscaping, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Hampshire doing business as LLC

*Insert "a corporation," "a partnership" or "an individual" as applicable.

To the Hooksett Conservation Commission (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for the construction of the: Merrimack Riverfront Trail System Project – Phase III, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is pecuniarily interested in this proposal or in the Contract for the Work which he proposes to do, that he has carefully examined the Contract and Specifications and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the Work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Specifications and Drawings prepared by Stantec Consulting Services, Inc. for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed, to fully complete the Project and obtain an executed Certificate of Final Completion within One Hundred Twenty (120) consecutive calendar days of the Notice to Proceed. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within the next five (5) calendar days after the day on which Notice of the Award shall be given to him or mailed to him at the address hereinafter given, he will sign three (3) copies of the Agreement of the form provided in Section 00531 - Agreement, and will execute and deliver to the OWNER the Agreement and bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	dated <u>2/25</u>	<u>20 21</u>
No. _____	dated _____	<u>20</u>
No. _____	dated _____	<u>20</u>
No. _____	dated _____	<u>20</u>

195113093

February 2021

Merrimack Riverfront Trail System Project – Phase III

Bid

Engineer: Stantec Consulting Services Inc.

Section 00331 Page 2 of 8

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This Statement must be notarized. The Bidder may submit any additional information he/she desires.

Date

1. Firm Name: Belko Landscaping, LLC
2. Permanent Main Office Address and Phone Number: 242 Lawrence Rd Salem, NH 03079
603-458-1421
3. When Organized: 2008
4. If a Corporation, where incorporated (if in more than one State, so indicate):

5. How many years have you been engaged in contracting under your present firm name:
13
6. Contracts on Hand (not completed). Show gross value for each contract, anticipated date of completion, names of Owner and Architect/Engineer:
Hayden Schofield Playstead, City of Lawrence, \$734,911, 4/21
Lowell Housing Authority, \$37986, 06/21
Framingham Housing Authority, \$78,191, 06/21
Town of Andover \$390,935, 04/21
Malden Housing Authority, \$64,830, 04/21
7. Show significant contracts (recently completed), gross value for each, the month and year completed, the names and phone numbers of Owner and Architect/Engineer.
Lowell Housing Mercier Center, \$468,360, Tim Wong 781-756-0001, 10/20
City of Newton Cold Springs Park, \$41,668, Luis Demorizi 617-796-1507, 4/20
UNH Hood House, \$64,830, Paul Henry 603-862-0290, 05/20
Methuen Housing Authority Concrete step repairs, \$24,995, Gary Boucher 978-408-4711, 10/20
Boston Housing Authority Concrete step repair \$7525, Mauri Stavenson 617-988-5395, 12/20
Boston Housing Authority Stone wall repair \$6090, Mauri Stavenson 617-988-5396, 10/20
8. Experience in work similar to this contract (give Owner's name and Architect/Engineer associated with work). City of Newton Cold Springs Park- Install stone dust walking
trail, Luis Demorizi 617-796-1507

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Merrimack Riverfront Trail System Project – Phase III

Bid

Engineer: Stantec Consulting Services Inc.

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9. General character of work performed by you: Landscape maintenance and construction

10. Have you ever failed to complete any work awarded to you? If so, where and why?
No

11. Have you ever defaulted on a contract? If so, where and why?
No

12. List your major equipment that will be utilized for this contract.
 (Indicate if owned or leased).
Bobcat- owned
Roller- owned
CAT 305 - OWNED

13. Background and experience of the principal members of your organization that will be utilized for this Contract.
John Belko- 13 years of landscape maintenance and construction

14. Background and experience of supervisor you propose to represent your firm at the site during the construction period of this Contract.
Jedd Canane- 3 years of landscape construction

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Merrimack Riverfront Trail System Project – Phase III

Bid

Engineer: Stantec Consulting Services Inc.

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15. Give bank and credit references (include name, address and phone #):

TD Bank- Justin Otto- 978-684-6602

16. Give name of Agency and Company that will provide Performance and Payment Bonds for this Contract (including reference contract):

AA Dority - Jeff Crawford 617-523-2935

State of New Hampshire County of RICK J. HAN

Subscribed and sworn to me this 2 day of MARCH, 2021

Notary Public: [Signature]

My Commission Expires: 12/14/23

TARA BURNS
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
December 19, 2023

[Signature] 3/2/21
JOHN BELRO, OWNER

Merrimack Riverfront Trail System Project – Phase III

Bid

Engineer: Stantec Consulting Services Inc.

Section 00331 Page 5 of 8

SCHEDULE OF PRICES: NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

BIDDER agrees to perform all the necessary labor, furnish all materials and do all work described in the Specifications and shown on the Drawings, for the following lump sum prices and/or unit prices:

Item No.	Item Description	Unit	Unit Price	QTY	Total Price
1	EROSION CONTROL, COMPLETE (I.E. SILT SOCK, CONST. FENCE, STOCKPILE STABILIZATION, MAINTAIN CONST. ENTRANCE, ETC.)	LS	\$ 5375	1	\$ 5375
	Price in Words _____				
2	LOAM STRIPPING & RESTORATION OF EXISTING GRAVEL ACCESS ROAD	LS	\$ 3485	1	\$ 3485
	Price in Words _____				
3	LOAM STRIPPING/STOCKPILING/ REMOVAL OF EXCESS	LF	\$ 16	1,160	\$ 18560
	Price in Words _____				
4	FURNISH AND INSTALL ABUTMENTS, PRECAST WING WALLS, AND GRAVEL APPROACHES FOR BOARDWALK	EA	\$ 1550	4	\$ 6200
	Price in Words _____				
5	FURNISH AND INSTALL 9' WIDE BOARDWALK INCLUDING THE HELICAL PILE DESIGN AND INSTALLATION	LF	\$ 492	120	\$ 59040
	Price in Words _____				

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Merrimack Riverfront Trail System Project – Phase II

Bid

Engineer: Stantec Consulting Services Inc.

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Item No.	Item Description	Unit	Unit Price	QTY	Total Price
6	FURNISH, INSTALL, & REMOVE WOOD MATS AT WETLAND CROSSINGS	SF	\$ 4.30	1440	\$ 6192
	Price in Words _____				
7	CONSTRUCT 8' WIDE GRAVEL TRAIL	LF	\$ 15.25	1,160	\$ 17690
	Price in Words _____				
8	PLACE, COMPACT, GRADE, AND STABILIZE DISTURBED AREAS ALONG BOTH SIDES OF THE GRAVEL TRAIL SHOULDERS – RESTORATION OF GROWTH (CLASS B)	LF	\$ 7	1,160	\$ 8120
	Price in Words _____				
9	ALLOWANCE FOR SOILS/CONCRETE TESTING	ALLOW	\$5,000	1	\$5,000
	Price in Words _____				
10	MISC. WORK & CLEAN UP	LS	\$ 1730	1	\$ 1730
	Price in Words _____				
11	FURNISH SWPPP PLAN AND COMPLETE WEEKLY INSPECTIONS	LS	\$ 1235	1	\$ 1235
	Price in Words _____				

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Merrimack Riverfront Trail System Project – Phase III

Bid

Engineer: Stantec Consulting Services Inc.

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Item No.	Item Description	Unit	Unit Price	QTY	Total Price
12	LEDGE / BOULDER REMOVAL	CY	\$ 618	10	\$ 6180
	Price in Words _____				
13	FURNISH AND INSTALL MIRAFI 500X GEOTEXTILE FABRIC AS REQUIRED BY THE ENGINEER	SY	\$.60	1,290	\$ 774
	Price in Words _____				
14	54" HIGH PEDESTRIAN / BIKE RAIL ALONG ONE BOARDWALK	LF	\$ 208	20	\$ 4160
	Price in Words _____				

TOTAL BASE BID PRICE (Item #1, THROUGH Item #14):

(In figures) \$ 143,741

(in words) One hundred forty three thousand seven hundred forty one

Dollars

The apparent low bidder for this project will be selected based on the **LOWEST TOTAL BASE BID PRICE**.

PART B - BID CONDITIONS

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of Sixty (60) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal Contract attached and deliver the Contract and Performance Bond and Payment Bond required by the General Conditions to the OWNER within five (5) days.

The Bid Security attached in the sum of ten percent (10%) of the Bid is to become the property of the OWNER in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

This Bid may be accepted by the OWNER at any time within sixty (60) days of the opening of Bids.

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February 2021

Merrimack Riverfront Trail System Project – Phase III

Bid

Engineer: Stantec Consulting Services Inc.

Section 00331 Page 8 of 8

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Contract and furnish satisfactory Bonds, within five (5) days from the date of Notice of Award of the Contract, then the OWNER may, at his option, determine that the undersigned has abandoned the Contract, and There upon, this Bid shall be null and void, and the Bid Security accompanying this Bid shall be forfeited to and become the property of the OWNER, or the penalty of the Bid Bond shall be invoked as liquidated damages for such failure or neglect; otherwise, such Bid Security shall be returned to the undersigned.

The full name and residence of all persons and parties submitting a Bid as principals are as follows:

John Belko 242 Lawrence Rd Salem, NH 03079

PART C - EXECUTION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Seal (if corporation)

(Signature of BIDDER)

Owner

(Title of BIDDER)

242 Lawrence Rd

(Business address of BIDDER)

Salem, NH 03079

(Town, State and Zip Code)

Dated at 242 Lawrence Rd Salem, NH the 2 day of March, 2021.

END OF SECTION

195113093

February 2021

Merrimack Riverfront Trail System Project – Phase III

Bid Bond

Engineer: Stantec Consulting Services Inc.

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SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Belko Landscaping, LLC
as Principal, and Great Midwest Insurance Company
as Surety, are hereby held and firmly bound unto Hooksett Conservation Commission as OWNER in the
penal sum of Ten percent (10%) of the bid
for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 1st day of March, 2021. The Condition of the above obligation is such that whereas the Principal has submitted to the Hooksett Conservation Commission a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the CONSTRUCTION OF the MERRIMACK RIVERFRONT TRAIL SYSTEM PROJECT – PHASE III.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal John Belko, Managing Member (L.S.)

Great Midwest Insurance Company
Surety

By: Jeffrey W. Crawford, Attorney-in-Fact



IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list of companies holding Certificates of Authority as Acceptable sureties, known as circular 570 (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

195113093

February 2021

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
PHILIP B. CRAWFORD, JEFFREY W. CRAWFORD, JAMES M. CRAWFORD, RICHARD W. CRAWFORD

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 30th day of November, 2020.

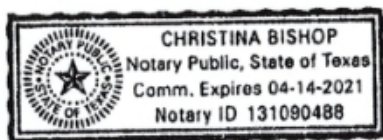


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
 Mark W. Haushill
 President

ACKNOWLEDGEMENT

On this 30th day of November, 2020, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
 Christina Bishop
 Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 1st Day of March, 20 21



BY Leslie K. Shaunt
 Leslie K. Shaunt
 Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: March 31, 2021

THIS PROJECT NAME AND LOCATION:

Merrimack Riverfront Trail Project – Phase III
Hooksett Conservation Commission
35 Main Street, Hookset, NH 03106

CONTRACTOR'S NAME: Belko Landscaping

ADDRESS: 242 Lawrence Rd, Salem, NH 03079

REFERENCE PROJECT:

NAME AND LOCATION: Boston Housing Authority, Boston, MA

DATE OF COMPLETION: October & December 2020

TYPE OF WORK: Stonewall and concrete stair repairs

CONTRACT AMOUNT: \$14,615

REFERENCE CONTACT:

COMPANY NAME: Boston Housing Authority

CONTACT PERSON: Mauri Stavenson

PHONE NUMBER: (617) 988-5396

RECORD OF PERFORMANCE:

SCHEDULE OF WORK, MATERIALS, SUBCONTRACTORS, TIMELINESS:

Good, caused no delays to the project

WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY: Yes

QUALITY OF WORK: Excellent

MANAGEMENT QUALITY & RESPONSIVENESS (HOME OFFICE SUPPORT):

Very Good

HOW WERE THEY DEALING WITH CHANGE ORDERS (ie. NEGOTIATED FAIRLY, TIMELY PROCESS)? N/A – No Change Orders

ABILITY OF EQUIPMENT AND SKILLED LABOR: No issues

OVERALL PERFORMANCE: Good

COMMENTS: n/a

WOULD YOU HIRE THEM FOR FUTURE WORK? Yes

EVALUATED BY: Dan Tatem REVIEWED BY: Dan Brassard



CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: March 31, 2021

THIS PROJECT NAME AND LOCATION:

Merrimack Riverfront Trail Project – Phase III
Hooksett Conservation Commission
35 Main Street, Hookset, NH 03106

CONTRACTOR'S NAME: Belko Landscaping

ADDRESS: 242 Lawrence Rd, Salem, NH 03079

REFERENCE PROJECT:

NAME AND LOCATION: Cold Springs Park, Newton, MA

DATE OF COMPLETION: April 2020

TYPE OF WORK: Stone dust recreational trail construction and maintenance

CONTRACT AMOUNT: \$41,000

REFERENCE CONTACT:

COMPANY NAME: City of Newton, MA

CONTACT PERSON: Luis Demorizi

PHONE NUMBER: (617) 796-0560

RECORD OF PERFORMANCE:

SCHEDULE OF WORK, MATERIALS, SUBCONTRACTORS, TIMELINESS:

Good, caused no delays to the project

WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY: Yes

QUALITY OF WORK: Very Good

MANAGEMENT QUALITY & RESPONSIVENESS (HOME OFFICE SUPPORT):

Very Good

HOW WERE THEY DEALING WITH CHANGE ORDERS (ie. NEGOTIATED FAIRLY, TIMELY PROCESS)? N/A – No Change Orders

ABILITY OF EQUIPMENT AND SKILLED LABOR: No issues

OVERALL PERFORMANCE: Good

COMMENTS: n/a

WOULD YOU HIRE THEM FOR FUTURE WORK? Yes

EVALUATED BY: Dan Tatem REVIEWED BY: Dan Brassard



CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: March 31, 2021

THIS PROJECT NAME AND LOCATION:

Merrimack Riverfront Trail Project – Phase III
Hooksett Conservation Commission
35 Main Street, Hookset, NH 03106

CONTRACTOR'S NAME: Belko Landscaping

ADDRESS: 242 Lawrence Rd, Salem, NH 03079

REFERENCE PROJECT:

NAME AND LOCATION: Mercier Center Courtyard, Lowell, MA

DATE OF COMPLETION: October 2020

TYPE OF WORK: Courtyard Construction

CONTRACT AMOUNT: \$468,360

REFERENCE CONTACT:

COMPANY NAME: Lowell Housing Authority

CONTACT PERSON: Tim Wong

PHONE NUMBER: (781) 756-0001

RECORD OF PERFORMANCE:

SCHEDULE OF WORK, MATERIALS, SUBCONTRACTORS, TIMELINESS:

Good, caused no delays to the project

WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY: Delays due to COVID but acceptable.

QUALITY OF WORK: Good

MANAGEMENT QUALITY & RESPONSIVENESS (HOME OFFICE SUPPORT):

Good

HOW WERE THEY DEALING WITH CHANGE ORDERS (ie. NEGOTIATED FAIRLY, TIMELY PROCESS)? N/A – No Change Orders

ABILITY OF EQUIPMENT AND SKILLED LABOR: No issues

OVERALL PERFORMANCE: Good

COMMENTS: n/a

WOULD YOU HIRE THEM FOR FUTURE WORK? Yes

EVALUATED BY: Dan Tatem REVIEWED BY: Dan Brassard

Merrimack Riverfront Trail System, Phase III
Hooksett, New Hampshire

Notice of Award
Section 00420 - Page 1 of 2

SECTION 00420

NOTICE OF AWARD

Project Description: CONSTRUCTION OF MERRIMACK RIVERFRONT TRAIL SYSTEM PROJECT, PHASE III

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated MARCH 3, 2021, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$143,741.00.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S and certificates of insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said insurances within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2021.

OWNER:

Hooksett Conservation Commission
Hooksett, New Hampshire

By: Cindy Robertson, Chairperson

Merrimack Riverfront Trail System, Phase III
Hooksett, New Hampshire

Notice of Award
Section 00420 - Page 2 of 2

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Belko Landscaping, LLC
(Contractor)

this the _____ day of _____, 2021

By _____
(Authorized Signature)

Title _____

END OF SECTION

Town Council

STAFF REPORT



To: Town Council
Title: Approval of Sole Source Agreement with the Student Conservation Association (SCA)
Meeting: Town Council - 14 Apr 2021
Department: Community Development
Staff Contact: Leann Fuller, Community Development Clerk

BACKGROUND INFORMATION:

The Student Conservation Association, Inc. (SCA) was contacted by the Hooksett Conservation Commission to provide a proposal to complete a trail loop on the Pinnacle and, time permitting, create a new trail along the river of the Hooksett Riverwalk. This contract was presented to the Council on May 13, 2020 but due to COVID, all projects with the SCA were pushed off until 2021. In 2019, The SCA completed a trail loop in the Clay Pond Conservation Area and the Conservation Commission was very pleased with their work. Five to seven members of the SCA Conservation Corps Crew will work for an 11-day "hitch". The project is planned for July 14 - July 24. One advantage of having students devoted to conservation complete this task is that there is a minimal amount of brush and tree disturbance. Using mostly hand tools, the trail can be routed around large trees, dense vegetation and any other obstacles.

FINANCIAL IMPACT:

Per the SCA Contract, the fee for this work is \$10,500.

RECOMMENDATION:

Motion to approve the sole source agreement with the Student Conservation Association, Inc. for the work to be completed in 2021 in the amount of \$10,500.

SUGGESTED MOTION:

Motion to approve the sole source agreement with the Student Conservation Association, Inc. for the work to be completed in 2021 in the amount of \$10,500.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur-Council approved this project last May 2020, but the contractor was unable to move forward due to COVID-19.

ATTACHMENTS:

[Hooksett and SCA NH Agreement 2021](#)

**AGREEMENT BETWEEN
THE STUDENT CONSERVATION ASSOCIATION, INC.
AND
TOWN OF HOOKSETT, NEW HAMPSHIRE**

This Agreement is made and entered into by and between The Student Conservation Association, Inc., a nonprofit New York corporation, with its principal place of business at 4601 North Fairfax Drive, Suite 900 Arlington, VA 22203 (“SCA”), and the Town of Hooksett, New Hampshire with its principal place of business at 35 Main Street, Hooksett, NH 03106.

1. BACKGROUND

The SCA is a nonprofit organization, which fosters life-long stewardship of the environment by offering opportunities for education, leadership and personal development to its participants while providing a high quality public service in natural resource management and conservation. SCA recruits, trains and places qualified young adults to serve in environmental conservation projects as members of the SCA conservation corps program. The SCA’s residential New Hampshire program provides conservation crew services statewide to partner Agencies.

The Hooksett Conservation Commission is a public commission with a mission to work with town, state, federal and private agencies and individuals on wetland and conservation issues. They review and update Town ordinances and resource information concerning wetlands, prime wetlands, natural resources inventory and other conservation concerns, and other activities as determined by the Commission. Lastly, the Commission plans for and preserves community green spaces. The commission has authority to enter into this agreement to accomplish the purposes of its mission. Throughout this agreement the commission will be referred to as “the Project Partner.”

2. PARTY RESPONSIBILITIES

A. It is mutually agreed by the parties that SCA and Project Partner shall cooperate in the placement of one 5-7 member SCA Conservation Corps crew for an 11-day term of service during the 2020 field season (6/15/2021 or whichever later date the crew begins service through 10/08/2021 or whichever later date the crew completes service) to perform trail service and other conservation service activities in New Hampshire as further described in this agreement.

2.1 SCA agrees (“Project Services”):

- a. To provide one well-trained, team of 5-7 corps members for an 11-day hitch period, July 14 – July 24, during the 2021 field season;
- b. To manage the crew and to implement the project activities as described in this section 2;

- c. To develop a new trail at Pinnacle Park as identified as "Future Trail" on the map (Attachment A), and installation of posts and signage provided by HCC. It is anticipated that 4x4 posts with a small map will be located at trail junctions. The trail, as pictured on the trail map, will be built according to sustainable trail design. Trail structures will be added, where applicable, to provide drainage or stability while following sustainable practices requiring minimal routine maintenance. Trailblazing (in appropriate color) will be included. Any Potential trail closures will be determined by the HCC.
- d. To develop approximately 900 feet of trail starting from the Island field along the River downstream to connect with the main trail at the Mason Easement area. Depicted as dotted/solid yellow from Island Field going downstream – See Attachment B. The trail, as pictured on the trail map, will be built according to sustainable trail design. Trail structures will be added, where applicable, to provide drainage or stability while following sustainable practices requiring minimal routine maintenance.
- e. To provide food, tools, vehicles, and equipment necessary to complete the projects;
- f. To provide staff support: staff members are responsible for all supervision of the corps members as needed;
- f. To provide an AmeriCorps Educational Award to qualifying SCA members, but only if and when made available by the Corporation for National and Community Service; **The Corporation for National and Community Service has prohibited the following activities for AmeriCorps members while they are accumulating service or training hours, or otherwise performing activities associated with the program:**
 - 1. Attempting to influence legislation.
 - 2. Organizing or engaging in protests, petitions, boycotts, or strikes.
 - 3. Assisting, promoting or deterring union organizing.
 - 4. Impairing existing contracts for services of collective bargaining agreements.
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
 - 6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
 - 7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship,

maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

8. Providing a direct benefit for
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
9. Voter registration drives held by AmeriCorps members.
10. Providing abortion services or referrals for receipt of such services.
11. Writing grants or raising funds for an organization's general operating expenses or endowment. The only kind of fundraising that members are allowed to do is fundraising directly in support of their particular project. Examples of allowable activities: Seeking donations (in the form of in-kind materials or dollars) for a specific project they are carrying out as an AmeriCorps member; Writing a grant to a foundation for funds for a specific project they're carrying out, such as a community clean-up. Allowable fundraising activities must add up to no more than 10% of the member's total hours; and
12. Other activities that the Corporation determines will be prohibited.
 - g. To provide Project Partner with a summary report of services performed.

C. The Project Partner agrees:

- a. To provide site and project work specifications, technical assistance as required, and to collaborate with the SCA staff as mutually agreed to carry out Project work;
- b. To pay SCA a project fee of \$10,500 (Ten Thousand five Hundred Dollars) for Project Services to be paid in accordance to below 3.1.d; and any additional amounts that may be required by section 5 of this Agreement.
- c. To purchase and provide all necessary building materials and supplies for the projects;
- d. To provide safe and meaningful stewardship projects appropriate for SCA members consistent with members' training;

- e. To permit SCA members to wear an approved SCA uniform during their term of service;
- f. If required by federal, state, municipal or local subdivision law or regulations, to arrange for all permits, licenses, and approvals and other administrative or governmental clearances necessary with regard to the administration of the project;
- g. To provide a written evaluation of the members' performance within fifteen calendar days of termination of the Agreement.

3. **PROGRAM CONDITIONS**

3.1 The parties mutually agree:

- a. SCA members shall not be assigned law enforcement or firefighting duties; and shall not be permitted to handle or discharge any firearms or explosives unless provided explicit permission by SCA's National Program Manager - Residential.
- b. SCA agrees to accept any extra tools, materials, equipment and facilities furnished by the Project Partner on a loan basis only, and such items shall, where applicable, be returned in the same condition received except for normal wear and tear in project use.
- c. The Project Partner shall have the right to require the removal of any SCA member on the basis of unacceptable performance and/or conduct problems that could not be resolved with the help of SCA. SCA shall have the right to withdraw any SCA member if the Project Partner fails to provide sufficient and appropriate project assignments, safe conditions including without limitation free from discrimination and harassment, appropriate housing, training, or project oversight. Provided there is no imminent threat to safety or health, the relevant party shall, prior to taking such corrective action, take the following steps: document the problem in writing, provide prior notice to the other party, and provide the other party with an opportunity to take corrective action.
- d. SCA may present two invoices for costs and obligations undertaken for the Project, as follows: (1) An initial invoice requesting 50% of the estimated Project cost will be submitted to the Project Partner prior to the start of the Project, and (2) the remaining costs shall be invoiced upon completion of the Project. The Project Partner agrees to make payment to SCA within 30 days of the date of such invoices. In the event any itemized invoice remains unpaid for more than 30 days, the Project Partner agrees to pay SCA an interest charge on the outstanding balance at the rate of 1% a month from the date the invoice was rendered. All invoices should be emailed to: Leann Fuller - LFuller@hooksett.org.

- e. The Project Partner shall not hire any SCA member as an employee of the Project Partner prior to, or during, the SCA member's service as a corps member.
- f. This Agreement contains the entire agreement of the parties and may only be amended by written agreement, signed by both Parties.

4. INSURANCE

During the term of the Agreement and any extension, SCA will carry the following insurance:

(A) Commercial general liability with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate applicable to the services provided under this Agreement;

(B) Commercial automobile liability coverage of \$1,000,000 (per accident); and

(C) Workers' compensation coverage meeting State of New Hampshire required limits and providing employer's liability coverage.

Prior to commencing services, SCA will furnish to Project Partner a certificate of insurance proving it carries the insurance described above. The certificate must indicate that Project Partner and its officials, agents, volunteers, and employees are named as an additional insured on the general liability and automobile liability policies on a primary and noncontributory basis. If SCA's liability policies require endorsements to effectuate additional insured status, SCA must provide the endorsements to Project Partner prior to commencing services.

Project Partner is not required to insure SCA, its staff, crew members, any contractor, subcontractor or any professional service provider.

5. TERM and TERMINATION.

5.1 This Agreement shall become effective upon the date it is signed by both parties and shall remain in effect during the period of performance specified for this project. Either party may cancel this Agreement immediately upon written notice (including email) as a result of (i) material breach by the other party, or (ii) for COVID-19 reasons. In the event of a material breach, Project Partner shall pay SCA for all work performed through the notice date. In the event of termination due to COVID-19 reasons, Project Partner shall pay SCA for all work performed through notice period and shall reimburse SCA for wind-down of the program, including but not limited to travel, housing and other costs associated with safely securing program participants.

5.2 Either party may cancel the Agreement without cause with thirty (30) days' notice. In the event either party cancels without cause, SCA shall wind down work upon notice and Project Partner shall pay SCA for all work performed through the notice period as well as a service fee of 20 percent (20%) of the remaining balance, as Project Partner

acknowledgment of SCA's upfront investment in standing up the program that it would have otherwise recovered throughout the term of the Agreement.

6. PROJECT COORDINATORS

The Project Coordinators for this Agreement are:

A. For the Project Partner:

Programmatically: Cindy Robertson
Chair
Hooksett Conservation Commission
cindyrob79@gmail.com

Administratively: Leann Fuller
Administrative Assistant
Town of Hooksett
(603) 485-8471
LFuller@hooksett.org

B. For the SCA

Programmatically: Davis Brush
Program Manager,
SCA NH Corps
75 South Main St. Unit 7 PMB 116
Concord NH 03301,
P: 603-485-2191
C: 585-737-714
dbrush@thesca.org
&
Zach Colatch
Conservation Coordinator
SCA NH Corps
P: 603.485.2191
zcolatch@thesca.org

Administratively: Rebecca Donovan
Agreements Administrator
Student Conservation Association
689 River Road
Charlestown, NH 03603
P: 603.504.3239, ext. 1149
C: 413.695.6155
rdonovan@thesca.org

7. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and may only be amended by written agreement, signed by both Parties.

8. This Agreement is governed by the laws of the State of New Hampshire. Any suit, action or proceeding with respect to this Agreement must be brought in an appropriate court in Merrimack County, New Hampshire, or, if appropriate, a federal court within the State of New Hampshire, and the parties accept the exclusive personal jurisdiction of these courts.

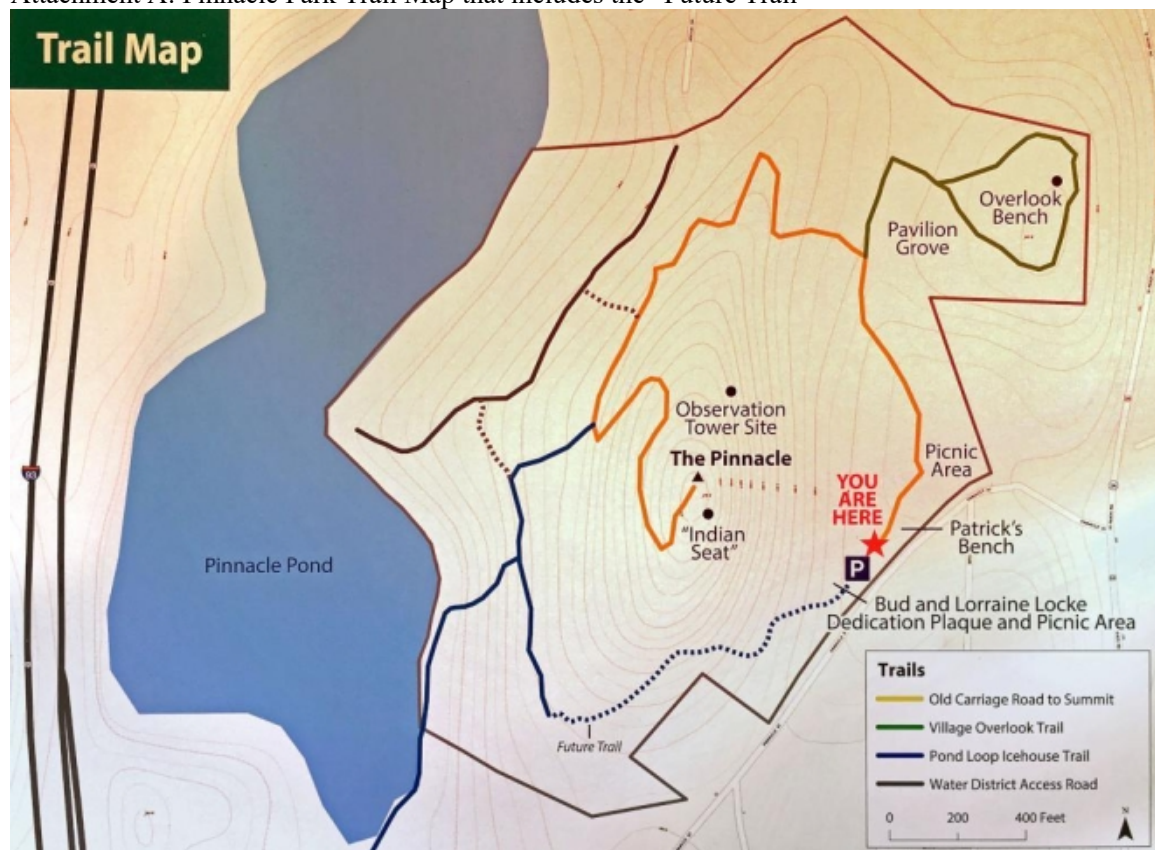
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

**THE STUDENT CONSERVATION PROJECT PARTNER
ASSOCIATION, INC.**

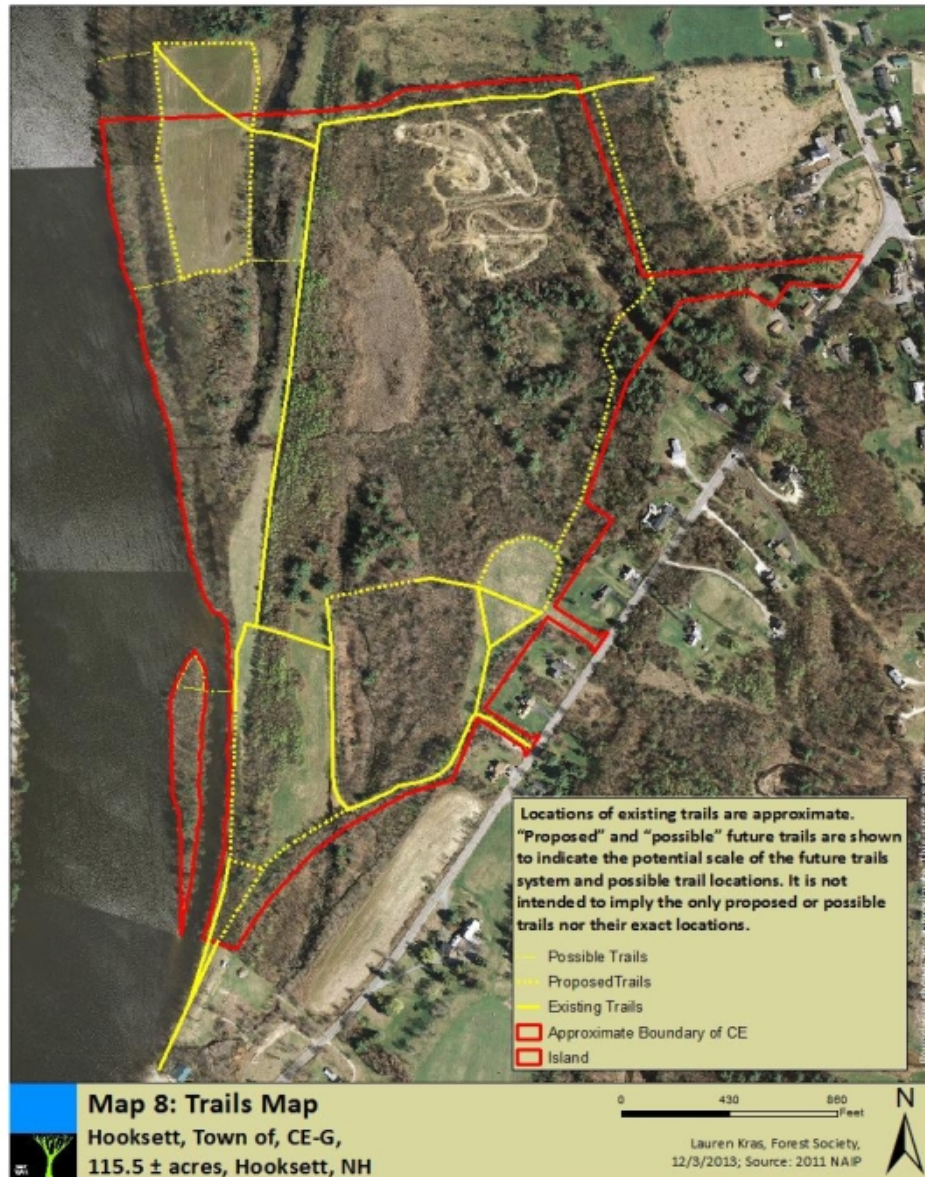
By: _____
Name:
Title:
Date:

By: _____
Name: Cindy Robertson
Title: Chair, Hooksett Conservation Commission
Date:

Attachment A: Pinnacle Park Trail Map that includes the “Future Trail”



Attachment B: River Walk Trail Map –



Town Council
STAFF REPORT



To: Town Council
Title: NH Recreational Trail Program Grant Contract
Meeting: Town Council - 14 Apr 2021
Department: Community Development
Staff Contact: Leann Fuller, Community Development Clerk

BACKGROUND INFORMATION:

The Conservation Commission was awarded an \$80,000 Recreational Trail Program Grant for Phase III of the Hooksett Riverwalk Trail. The grant is on a reimbursement basis and will need a contract signed agreeing to the process. The contract was reviewed by legal counsel and it was found to be satisfactory.

RECOMMENDATION:

Allow the Conservation Commission to move forward with the Grant contract to be signed by the Project Administrator listed as Cindy Robertson on the grant application.

SUGGESTED MOTION:

Motion to have Cindy Robertson sign the Recreation Trail Program Grant contract to move forward with appropriate reimbursement of work to be completed for Phase III of the Hooksett Riverwalk Trail.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[RTP Contract](#)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
BUREAU OF TRAILS
RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Natural and Cultural Resources, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "**STATE**", and [Town of Hooksett](#), hereinafter referred to as the "**GRANTEE**".

GENERAL PURPOSE

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Fixing America's Surface Transportation (FAST) Act of 2015.

TERM OF GRANT

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2021**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be [\\$80,000.00](#). It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

COST SHARING PROVISIONS

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged a minimum of [20%](#) of the total project cost or value; [\\$20,000.00](#), to the match requirement.

AMENDMENT

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

PROJECT PROGRESS REPORT

The Grantee shall submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

SPECIAL PROVISIONS

Any equipment, steel or iron purchased with RTP funds must comply with **Buy America** requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DNCR, Bureau of Trails with approval from the FHWA. Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale shall be returned to the Bureau in the same proportion as originally funded by the Bureau.

First billing for materials/goods & equipment purchases must be accompanied by no less than three (3) competitive vendor quotes for said equipment & goods/materials if $\geq \$2000$, and service agreements are $\geq \$10,000$.

Equipment purchased through the Recreational Trails Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition. The FHWA, through the State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment.

ANNUAL EQUIPMENT REPORT

An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **December 31, 2022, 2023, 2024 and 2025**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed, nor agents of the State, nor be entitled to any benefits, worker's compensation, or emoluments provided by the State to its employees.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoice indicating payment in full for the purchase of equipment must accompany billing.

State of New Hampshire; Department of Natural and Cultural Resources, Bureau of Trails
Recreational Trails Program Grant Agreement FY-2021 Page 2 of 4

- a. Billings must be within 30 days of incurring the costs.
 - b. All billings must be accompanied by proof of payment such as credit card receipts or cancelled checks (front & back).
 - c. All billing must be accompanied by a match form showing a 20 percent match has been met for the total cost of the billing until total match for project is met.
4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match shall be accounted for before final payment.
5. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

PENALTIES

1. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability or penalties asserted against the State, by or on behalf of any person, on account of, based in, resulting from, arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

State of New Hampshire; Department of Natural and Cultural Resources, Bureau of Trails
Recreational Trails Program Grant Agreement FY-2021 Page 3 of 4

RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION

Organization Name: [Town of Hooksett](#) Vendor Code: [177412](#)

Grant #: [21-14](#) Grant Amount: [\\$80,000.00](#) Match Pledged: [\\$20,000.00](#)

Appropriation Code
37770000-074-500585

Contract Expiration Date
December 31, 2021

Grantee/Date

Witness/Date

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this the ____ day of _____, 20____, before me, _____,
Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person
subscribed to the within instrument, and acknowledged that they executed the same for the
purpose therein contained.

Justice of the Peace/Notary Public _____

My commission expires _____ Seal:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

Chief, Bureau of Trails

Witness/Date

Approved as to form, substance and execution: _____
Attorney General's Office

Contract expires **December 31, 2021**

Approved by Governor & Council

at the _____ meeting

Item# _____

Town Council
STAFF REPORT



To: Town Council
Title: Memorandum of Understanding (MOU) for School District Property included in the Head's Pond Stewardship Plan
Meeting: Town Council - 14 Apr 2021
Department: Community Development
Staff Contact: Leann Fuller, Community Development Clerk

BACKGROUND INFORMATION:

A parcel included in the Head's Pond Stewardship Plan belongs to the School District. Their main concern was being able to still utilize their property as they see fit in the future. This Memorandum of Understanding alleviates the main concerns that the School District has with their property. Legal Counsel has reviewed the MOU, amended it to include a couple additional comments from the School Board and has agreed it is satisfactory.

RECOMMENDATION:

Allow the Conservation Commission to enter into the Memorandum of Understanding with the School District relative to their parcel included in the Head's Pond Stewardship Plan.

SUGGESTED MOTION:

Motion to have the Town, by way of the Conservation Commission, enter into the Memorandum of Understanding with the School District for the parcel included in the Head's Pond Stewardship Plan.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur. Appears to address the concerns of the school district on possible future use of the parcel for a school.

ATTACHMENTS:

[REVISED Heads Pond MOU for School Board \(mrs rev\)](#)

**MEMORANDUM OF UNDERSTANDING FOR
CONSERVATION STEWARDSHIP OF TAX MAP 14, LOT 2**

The Hooksett School District and the Hooksett Conservation Commission (HCC) hereby enter into this Memorandum of Understanding which establishes procedures and guidelines which govern the management of Heads Pond Conservation Area as authorized by Hooksett Town Council as well as RSA 36-A: 4.

1. All stewardship activities will be conducted in accordance with the Heads Pond Stewardship Plan (Plan); this plan was:

- Developed through a public meeting process by the HCC with the assistance of the Community Development office, environmental consultants and Bear-Paw Regional Greenways staff;
- Reviewed and approved by the HCC prior to adoption by the Town Council; •

Consistent with the Town of Hooksett Master Plan.

2. The HCC may implement recommendations of the Plan on Tax Map 14, Lot 2, including but not limited to:

- Ecological assessments;
- Property surveys and boundary markings;
- Sign installation indicating trails and/or property uses.

3. The HCC, with School District approval may implement recommendations of the Plan on Tax Map 14, Lot 2, including but not limited to:

- Trail management, including closing and developing trails;
- Forestry management activities.

4. The HCC agrees that trails within Tax Map 14, Lot 2 will be open to the public, and that no usage fee will be charged.

5. The HCC assumes sole responsibility for the preparation, maintenance and retention of the property maintenance schedule.

This Memorandum of Understanding shall be effective as of March 18, 2021 and shall be in force until June 30, 2022. It shall by agreement between the School District and the HCC be renewed on an annual basis; either on these same terms or on such other terms as may be agreed mutually between the Council and the Commission.

Made and entered into this date March 16, 2021, by

William Rearick, Superintendent of Schools/Cindy Robertson, Town of Hooksett Conservation Chair

APPENDIX

RSA re: Powers

CHAPTER 36-A CONSERVATION COMMISSIONS

Section 36-A:1

36-A:1 Method of Adoption. – Any city by vote of its city council, and any town at any duly warned meeting, may adopt the provisions of this chapter.

Source. 1963, 168:1, eff. Aug. 20, 1963. 2008, 317:1, eff. Jan. 1, 2009

Section 36-A: 4

36-A: 4 Powers. – Said commission may receive gifts of money and property, both real and personal, in the name of the city or town, subject to the approval of the local governing body, such gifts to be managed and controlled by the commission for the purposes of this section. Said commission may acquire in the name of the town or city, subject to the approval of the local governing body, by gift, purchase, grant, bequest, devise, lease, or otherwise, the fee in such land or water rights, or any lesser interest, development right, easement, covenant, or other contractual right including conveyances with conditions, limitations or reversions, as may be necessary to acquire, maintain, improve, protect, or limit the future use of or otherwise conserve and properly utilize open spaces and other land and water areas within their city or town, and shall manage and control the same, but the city or town or commission shall not have the right to condemn property for these purposes. **Source.** 1963, 168:1. 1973, 550:3. 1995, 138:2, eff. July 23, 1995. 2008, 317:2, eff. Jan. 1, 2009. 2012, 202:2, eff. June 13, 2012. 2013, 270:4, eff. Sept. 22, 2013.

Town Council

STAFF REPORT



To: Town Council
Title: Refunding Resolution and Certificate for the 2019 Rte. 3A Infrastructure Debt
Meeting: Town Council - 14 Apr 2021
Department: Finance
Staff Contact: Christine Soucie, Finance Director

BACKGROUND INFORMATION:

Upon the request of the Tax Increment Financing(TIF) Advisory Committee, I was asked to look into refinancing the 2019 approved note for \$2.5 million for the Rte. 3A Infrastructure. The current note which is paid entirely from the TIF district is with TD Bank and the interest rate is 2.55%. After researching all financing options, the NH Bond Bank was the only option available to the Town. The NH Bond Bank anticipated a rate of 1.05% at their May sale. This rate is subject to change due to market conditions.

FINANCIAL IMPACT:

Estimated saving is \$162,000 over eight years. This saving then can be used to do other necessary upgrades in the district.

RECOMMENDATION:

Adopted FY 21-01 Refunding Resolution and Certificate for the Rte. 3A Infrastructure Note.

SUGGESTED MOTION:

Motion to waive Town Council's rules of procedure and vote the same night as public hearing.

Motion to adopted FY 21-01 Refunding Resolution and Certificate for the Rte. 3A Infrastructure Note.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council **STAFF REPORT**



To: Town Council
Title: Town Vehicles and Use of Personal Vehicles Policy
Meeting: Town Council - 14 Apr 2021
Department: Finance
Staff Contact: Christine Soucie, Finance Director

BACKGROUND INFORMATION:

Back in March 2010 then Administrator Carol Granfield established a Town Vehicle and Use of Private Vehicle Administrative Regulation. The regulation was updated once in 2012 by Dr. Shankle.

Attached is the updated regulation, that explain the policy around using a Town Vehicle, the reimbursement process, if an employee was to use there own vehicle for town business, authorization to allow the Town Administrator to assign a Town vehicle for the purpose of commuting and tax liability.

Currently there is no "Pool Car" but it remains in the policy incase one becomes available.

The following positions have been authorized to use a Town Vehicle for commuting:

Town Administrator

Code Enforcement Officer

Fire Chief

Assistant Fire Chief

Police Chief

DPW Director

Highway Crew Chief

Master Mechanic

RECOMMENDATION:

Review and adopted the policy and add it to the Administrative Code.

SUGGESTED MOTION:

Motion to adopted the "Town Vehicles and Use of Personal Vehicle Policy" as amended and added it to the Administrative Code.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Exhibit I - Town Vehicles and use of Personal Vehicles](#)

Exhibit I

Town of Hooksett
35 Main Street
Hooksett, NH 03106

TOWN VEHICLES AND USE OF PERSONAL VEHICLES POLICY

Section 1. Purpose

The purpose of this policy is to set forth the guidelines for reimbursement or compensation for employees use of personal vehicles; the guidelines under which Town vehicles will be authorized to Town Personnel; and the guidelines under which Town vehicles may be used.

Section 2. Policy

2.1 In order to be eligible to drive a Town vehicle a driver must possess a valid New Hampshire driver's license and appropriate class for the vehicle being operated.

2.2 Passengers in a Town vehicle are limited to persons being transported in connection with Town business (committee members, consultants, contractors, etc.) or those participating in Town programs (ride-alongs, observer programs etc.). This policy does not permit the transport of individuals to non-work related destinations or for non-work purposes. This included family members.

2.3 Seatbelts shall be worn while operating or riding in Town vehicles. The driver of the vehicle shall be responsible for passenger adherence to this rule.

2.4 Use of a Town vehicle for commuting purposes is allowable only with approval of the Town Administrator.

2.5 All Town owned vehicles shall have affixed ~~the standard—the words~~ “Town of Hooksett” or a Town seal, other than unmarked police vehicles. ~~The Director of Public Works will be the single point of contact for maintaining an inventory of seal transfers suitable for marking Town vehicles.~~

Section 3. ~~Vehicle Assignment Criteria~~ Expense Reimbursement

3.1 Whenever practical, departments shall pool Town vehicles to increase utilization of vehicles and promote flexibility of driver transportation. If an employee is not assigned a Town vehicle and is required to attend to Town business, they shall make arrangements with the ~~Administration~~ Department of Public Works to sign out the “Pool Car”. If the

“Pool Car” is not available then an employee may use their personal vehicle as long as they have met the eligibility requirements and have written verification the “Pool Car” is not available. Mileage reimbursement is a per mile rate set forth by the IRS. Mileage will not be paid to an employee to commute home and return to attend a meeting.

3.2 Employees with the permission of their Department Head, or Department Heads with the Permission of the Town Administrator may be reimbursed for mileage when it is not practical to utilize the “Pool Car”.

3.3 An employee shall be reimbursed for **reasonable**, legitimate and documented parking and toll expenses incurred while conducting Town business. **Employee Reimbursement Form, with receipts, must be submitted in order for an employee to be reimbursed for such expenses.**

Section 4. Retention of Municipally Owned Vehicles

4.1 When not being used on Town business, all Town vehicles shall be kept on Town property except as herein provided. Retention of a Town vehicle may be authorized by the Town Administration when the interests of the Town are best served by permitting the retention. “Retention” shall constitute the ongoing retention of a Town vehicle by a Town employee at his or her place of residence. A list of those authorized shall be provided by the Town Administration to the Finance Department.

4.2 An employee is authorized to retain a Town vehicle if his or her positions require them to be on standby duty outside of the scheduled working hours and require immediate attention during that time frame.

~~Any employee authorized to retain a Town Vehicle shall not use said vehicle for private purpose. Any private use of a Town Vehicle is a taxable fringe benefit and shall be reflected as such in the employees’ Taxable income.~~

4.3 Personal travel outside the Town of Hooksett is prohibited, except for commuting to and from his or her place of residence.

Section 5. Tax Liability

5.1 Employee’s authorized to use a Town vehicle for commuting shall be calculated based on IRS guidelines, and adjusted for in the employee’s paycheck. The Finance Department will notify departments annually of requirements and changes.

~~Each individual is personally responsible to identify personal use of a Town vehicle to the Finance Department on a weekly basis. Separate records of business and personal mileage are required and should include date, time, place and mileage. The personal use is considered a taxable fringe benefit, will be calculated based on IRS guidelines, and adjusted for the employee’s paycheck.~~

~~The Finance Department will notify departments annually of requirement and changes.~~

Town Council

STAFF REPORT



To: Town Council
Title: Pawnbroker and Secondhand Dealers Ordinance 2014-1 & Application - Proposed Amendments
Meeting: Town Council - 14 Apr 2021
Department: Town Clerk's Office
Staff Contact: Todd Rainier, Town Clerk

BACKGROUND INFORMATION:

Currently, The Town of Hooksett has a Pawnbroker and Secondhand Dealer Ordinance and application that have been in effect since 2014. Proposed changes are to bring application and ordinance language in line with each other, clean up redundancies, and improve flow of text.

Per Section 3.6 Ordinance of the Town Charter:

"A. An ordinance may be introduced by any member at any regular or special meeting of the Council. Upon introduction of any ordinance, the Town Clerk or designee shall distribute a copy to each Councilor and to the Town Administrator, file a reasonable number of copies in the office of the Town Clerk, post a copy in such other public places as the Council may designate, and provide for publication in a local newspaper or newspapers of their choice seven (7) days prior to the public hearing on said ordinance. The full text of the proposed amendment or ordinance need not be included in the notice if an adequate statement describing the proposal and designating the place where the proposal is on file for public inspection is stated in the notice. Final action on said ordinance shall not be taken by the Town Council until at least seven (7) days after said public hearing.

B. Every proposed ordinance of the Council shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject, which shall be clearly expressed in its title. Each ordinance shall be identified by a number and a short title. The enacting clause shall be "The Town of Hooksett ordains ...". Any ordinance which repeals or amends an existing ordinance shall set out in full the ordinance, sections or subsections to be repealed or amended, and shall indicate matter to be omitted by enclosing it in brackets or by strikeout type, and shall indicate new matter by underscoring or by italics."

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To schedule a Public Hearing at the next Town Council meeting.

SUGGESTED MOTION:

Motion to schedule a Public Hearing at the next Town Council meeting to hear public input regarding proposed changes to Pawn/Secondhand Dealer Ordinance.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Pawn License Application PROPOSED REVISION 2021](#)
[PAWNBROKERS PROPOSED REVISION 21](#)

Town of Hooksett, NH

PAWNBROKER LICENSE

It is unlawful for any person, firm, or corporation to conduct the business of pawnbroker within the Town limits unless such person, firm or corporation shall have first obtained a pawnbroker's license from the Town of Hooksett in accordance with Town Ordinance 2014-1. All applicants for a pawnbroker's license shall file an application for such license with the Town Clerk on forms to be provided by the Clerk.

DOCUMENTS REQUIRED WITH APPLICATION

Proof of applicant's right to possession of premises
Evidence that the corporation is in good standing under the statutes of the State of New Hampshire
Foreign corporations shall provide evidence that the corporation is authorized to do business in the State of New Hampshire
Proof of subscription to authorized electronic filing software

FEES REQUIRED FOR INITIAL APPLICATION

\$250.00 nonrefundable application fee

TERMS OF LICENSE

The term of a Pawnbroker license is for one year from the date of issuance.

If you have any questions regarding a pawnbroker license, please call the Town Clerk's office at 603-485-9534.

**Town Clerk's Office
Hooksett Town Hall
35 Main Street
Hooksett, NH 03106
Phone: 603-485-9534
Fax: 603-268-0049**

**Town of Hooksett NH
Pawnbroker License Application**

ALL INFORMATION MUST BE COMPLETED - Illegible and/or incomplete applications will be rejected	GENERAL INFORMATION	
	1.	Name of business: _____
	2.	Trade name of establishment (d/b/a): _____
	3.	Address of Business: _____
	4.	Address of premises: _____
	5.	Business telephone: _____
	6.	Applicant is a:
		_____ Sole Proprietorship _____ Partnership
		_____ Corporation _____ Limited Liability Company
	SOLE PROPRIETORSHIP INFORMATION	
	7.	If sole proprietorship, list name, address, and date of birth of proprietor: _____

	PARTNERSHIP INFORMATION	
	8.	If partnership, list name, address, and date of birth of partners: _____

LIMITED LIABILITY INFORMATION		
9.	If limited liability company, list name, address, and date of birth of members and manager: _____	

ALL INFORMATION MUST BE COMPLETED - Illegible and/or incomplete applications will be rejected	CORPORATION INFORMATION			
	10. If corporation, list name: _____			
	11. If corporation, list names, addresses, and dates of birth of:			
	President _____			
	Vice-President _____			
	Treasurer _____			
	Secretary _____			
	Director _____			
	Director _____			
	12. List all stockholders owning 10% (or more) of the issued stock:			
	Name	Address	Date of Birth	Position
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
13. If stock is pledged, state name and address of person or entity to whom pledged and terms thereof. If additional space is needed, use separate sheet. Attach copies of articles of incorporation and certificate of good standing from the State of NH. (If new corporation, attach certificate and articles of incorporation and organizational minutes.)				

14. List any other persons who have a direct or indirect financial interest in this business and the percentage of their interest: _____				

15. Has the corporation, any officer, director, manager, stockholder owning or controlling 10% or more of the corporation, member, entity, or person having an interest in the business been adjudicated bankrupt, entered into a "Wage-Earner Plan" pursuant to Chapter XIII of the Federal Bankruptcy Act, or made a general assignment for the benefit of creditors during the past three years?				
() Yes () No If yes, please explain on separate sheet.				

ALL INFORMATION MUST BE COMPLETED - Illegible and/or incomplete applications will be rejected	<p>16. Has a judgment based on fraud ever been entered against the applicant, any officer, director, manager, partner, or stockholder owning or controlling 10% or more of the corporation, member, entity, or any person having an interest in the business?</p> <p>() Yes () No If yes explain.</p> <p>_____</p> <p>_____</p>
	<p>17. Has the applicant, manager, partner, officer, director, or stockholder ever held a pawnbroker's license?</p> <p>Yes () () No If yes, complete the following.</p> <p>Name of licensee: _____</p> <p>Relationship to this applicant: _____</p> <p>Dates licensee was held: _____</p> <p>City and state where license was held: _____</p>
	<p>18. Has the applicant, manager, partner, officer, director, or stockholder ever been denied a pawnbroker license?</p> <p>() Yes () No</p>
	<p>19. Name of person denied a license: _____</p>
	<p>20. Relationship to this applicant: _____</p>
	<p>21. Date of denial: _____</p>
	<p>22. City and state where denied: _____</p>
	<p>23. Reason for denial: _____</p>
	<p>24. Has the applicant, manager, partner, officer, director, or stockholder ever had a pawnbroker license suspended or revoked?</p> <p>() Yes () No If yes, complete the following:</p> <p>Name of person with suspended or revoked license: _____</p> <p>Relationship to this applicant: _____</p> <p>Dates of suspension or revocation: _____</p> <p>City and state of suspension or revocation: _____</p> <p>Reason for suspension or revocation: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>

ALL INFORMATION MUST BE COMPLETED - Illegible and/or incomplete applications will be rejected

FINANCIAL INFORMATION

~~25.~~ State purchase price and/or terms of lease: _____

~~26.~~ Attach a copy of mortgage agreement, deed, or lease.

~~27.~~ Cash to be invested:

By Whom	Bank & Account #	Amount	Source	Purpose
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

~~28.~~ Complete the following on all business loans obtained. Attach copies of loan agreements

By Whom	Bank & Account #	Amount	Source	Purpose
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

~~29.~~ List account name, bank, bank address, account number, and the names of all authorized signatories on all business accounts:

~~30.~~ Is there a written management agreement: () Yes () No

~~31.~~ Is there a written partnership agreement? () Yes () No

~~32.~~ Attach copies of all written agreements. If there are no written agreements or contracts, a statement must be provided detailing the oral agreements.

PROPERTY INFORMATION

~~33.~~ **25.** Is the building owned or leased?

~~34.~~ **26.** Name and address of the owner of the building in which the premises is located:

~~35.~~ **27.** Is the land owned or leased? _____

~~36.~~ **28.** Name and address of the owner of the land upon which the building is located:

ALL INFORMATION MUST BE COMPLETED - Illegible and/or incomplete applications will be rejected	<p>37. 29. Attach a copy of deed, lease, or other document showing applicants right to possession of premises.</p> <p>38. Name of applicants insurance company, agent, policy number, and effective date of policy:</p> <p>_____</p> <p>_____</p> <p>Signature of Applicant _____ Date _____</p> <p>Signature of Town Clerk _____ Date _____</p> <p>Documents Received With Application:</p> <p>Certified Criminal Record(s) () yes () no</p> <p>Proof of LEADS Online () yes () no</p> <p>Signature of Police Chief or Designee _____ Date _____</p>
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PAWNBROKERS AND SECONDHAND DEALERS

ORDINANCE 2014-1

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

SECTION 1

LEGISLATIVE AUTHORITY; PURPOSE.

By authority of New Hampshire Revised Statutes Annotated Chapters 322 and 398, all as amended, the Hooksett Town Council adopts the following provision for the purpose of regulating the transaction of items which have commonly been subject to theft and illicit transfer. The purpose of this chapter is to discourage the transaction of stolen goods, assist in the investigation of any illicit transfer and associated criminal activity, and the recovery of stolen property to the rightful owner.

SECTION 2

LICENSE REQUIRED.

No person, firm or corporation shall engage in the business of a secondhand dealer or pawnbroker as herein defined within the Town of Hooksett without first being licensed pursuant to this chapter as adopted by the Town Council.

SECTION 3

DEFINITIONS.

As used in this chapter, the following words or phrases shall have the meanings set forth below unless expressly indicated.

PAWNBROKER

Any person, firm, partnership or corporation engaged in the lending of money secured by taking possession of jewelry, apparel, tools, electronics, household goods, or any other personal property, with interest charged thereon, with the right to sell the personal property if it is not redeemed. A person, firm, partnership, or corporation shall be deemed a pawnbroker whether the transaction takes the form of a loan by the pawnbroker secured by the property, or a sale to the pawnbroker with the right to repurchase within a specified amount of time.

SECONDHAND DEALER

Any person, firm, partnership or corporation whose business is in the retail buying, selling, buyback, exchanging, dealing in or dealing with secondhand articles, including, but not limited to, jewelry, watches, diamonds, precious stones, gems, gold, silver, platinum, precious metals, coins, stamps, musical instruments and equipment, cameras, furs, home and audio stereo equipment, televisions, VCRs, DVD players, multimedia devices, digital equipment, video game systems, equipment and accessories, tools, computers and computer equipment, firearms, electronic navigation systems, automobile accessories and collectables, excepting furniture and books. "Secondhand dealer" does not mean purchases made from private residences by citizens not engaged in a secondhand-dealer-type business.

SECTION 4

LICENSING AUTHORITY.

The Town of Hooksett may license such persons as it deems suitable to be pawnbrokers or secondhand dealers within the Town. All licenses so granted shall contain a clause that the person so licensed agrees to abide by and be subject to all provisions of this chapter as it may be from time to time amended.

SECTION 5

LICENSE REQUIRED; APPLICATION REQUIREMENTS.

No person, firm, partnership or corporation shall operate, conduct or engage in business as a pawnbroker or secondhand dealer unless such person, firm, partnership or corporation obtains a license from the Town of Hooksett, in accordance with New Hampshire Revised Statutes Annotated Chapters 47, 322 and 398, respectively.

- A. Application for such licenses ~~and \$250 fee~~ shall be made to the Town Clerk who ~~may~~ **shall** submit them to the Chief of Police ~~and~~ who may cause an investigation to be made into the fitness of the applicant to engage in the business of a pawnbroker or secondhand dealer, and report ~~his~~ **their** findings to the Town Clerk before such license is acted upon.
- B. The license shall be issued for a specific location and is not transferable to any other person, firm, partnership or corporation.
- C. Upon approval by the Town Council, ~~a fee of \$250 shall be paid by the applicant to the Town Clerk~~ **shall issue** prior to the issuance of the license. **License shall be effective**

upon date of approval. ~~and~~ Annually on January 1 thereafter, an application fee of \$250 shall ~~accompany~~ **be made to the Town Clerk for** each license application **renewal**. Said license shall expire on December 31, unless sooner revoked or expired and shall neither be assigned nor transferred.

- D. Prior to issuance of a license, a criminal record check ~~may~~ **shall** be completed upon every owner, manager, and/or employee of a pawnshop or secondhand dealer. The applicant shall be required to provide a certified copy of a complete criminal record of each individual with the license application. The certified copy shall be obtained from the Criminal Records Division of the State Police, Department of Safety of the State of New Hampshire, and/or from the appropriate out-of-state agency or agencies if not a resident of New Hampshire for the ten years preceding the application. No license shall be issued to any firm, corporation, owner or person, to include employees, directly or indirectly involved in the purchase of secondhand articles, who or which has been previously convicted within the preceding ten years of any theft related offenses to include but not limited to: theft, burglary, receiving stolen property, or fraud in this state or any state or territory in the United States.
- E. Licensees shall display their current license in a conspicuous place within the business where it may readily be viewed by the general public.
- F. A numbered license shall be issued and continue in full force until December 31 of each year unless revoked prior to this date by the Town Council at any time after notice to the licensee and hearing on the charges preferred.

Any person, firm or partnership or corporation whose business is the retail buying, selling, buy-back, exchanging, dealing in or dealing with furs, fur coats, books, magazines, used furniture, used clothing, or used motor vehicles/motorcycles by legally recognized vehicle dealerships, shall be exempt from the requirements of provisions (C) and (D) above.

Section 6

Exclusions.

Specifically excluded from the provisions of this chapter are the following:

- (A) Purchases from private residences by citizens not engaged in a secondhand dealer type business.
- (B) An organization that purchases secondhand goods, whether directly or indirectly, from a not-for-profit organization and does not purchase any secondhand goods from the general public.
- (C) Transactions which take place at yard or garage sales or otherwise on residential property (but not more frequently than 12 days per year).

Section 7

TRANSACTION RECORDS.

Every pawnbroker or secondhand dealer shall, upon the acquisition or sale of any aforementioned article, either by purchase, or exchange or pawn or other method shall prepare transaction records electronically as directed by the Chief of Police or ~~his/her~~ **their** designee, and submit records electronically, detailing the proven identity of the seller or the pledger including their name, date of birth, address, type of identification and identification number if there is one. A digital photo of said person shall accompany the electronic filing of the transaction. Only government issued forms of **photographic** identification will be accepted. No transaction shall occur if the identity of the seller cannot be proven. The record of the transaction shall also contain the month, day, and year when the transaction occurred as well as a full, accurate, and detailed description of each article purchased including brand name and serial number, if any, with the price paid therefor, and cause the record to be signed by the seller in person along with a digital color photograph of the property pursuant to the following requirements:

- (1) **Individually identifiable articles.** Articles which are individually identifiable by a serial number or other applied numbers, letters, characters or markings or other unique features that serve to distinguish it from any other similar article and can be used to establish ownership.
 - a. Each individually identifiable article brought into a second hand/pawn dealer for pawn, sale, barter, trade or other method during a single transaction shall be itemized separately. Articles shall not be grouped together (i.e., five gold rings), but must provide a complete and thorough description of each item to include the following:
 - i. Type of article;
 - ii. Brand name/make/manufacture (if applicable);
 - iii. Model number (if applicable);
 - iv. Serial number (if applicable);
 - v. Color/finish;
 - vi. Any other identifying marks, writing, engraving, etc.
 - b. A digital photograph(s) shall be taken of each individually identifiable article, sufficiently detailed to allow reasonable identification of the article. The photograph(s) shall capture any identifying numbers, marks, writing, engraving, etc., or any other distinguishing characteristics.

- (2) **Non-individually identifiable articles.** Articles that cannot be distinguished from any other similar articles may be described in groups of similar types of articles, but only within the same transaction.
- a. Non-individually identifiable article brought into a second hand/pawn dealer for pawn, sale, barter, trade or other method during a single transaction may be grouped and shall include reasonable descriptions of the number and types of items within each group to enable the Police Department to determine if they may have been stolen during a particular crime. (For example, the licensee receives a video game controller, five video game discs, and numerous items of jewelry. The licensee would have to individually itemize and photograph the video game controller as outlined in division (1) (a) above, as it would be a serially-numbered item. The remaining items shall not be listed as "miscellaneous video games and jewelry." Instead, the licensee shall describe them as follows: "five video game discs to include the following titles..." and "miscellaneous jewelry to include two yellow gold necklaces, one silver necklace, two pairs of silver earrings, one women's yellow gold ring, etc...")
 - b. A digital photograph(s) shall be taken of each group of similar types of articles within the same transaction. The articles may be photographed together but each article shall be visible in the photograph. (For example, given the circumstances outline in division (2)(a) above, the five video game discs would be photographed together, side-by-side, and the jewelry items would be photographed together with each item laid out so as to be individually viewable.

(3) Pawnbrokers or secondhand dealers shall retain original records of each transaction for a minimum of three years from initial transaction date.

Section 8

IDENTIFICATION OF SELLERS REQUIRED; AGE RESTRICTION.

Every pawnbroker and secondhand dealer shall require every seller or pledger of items to produce a positive **government issued** photographic identification, and the type of identification used shall be noted on the transaction records. At no time shall a pawnbroker or secondhand dealer accept another person's photographic identification for any transaction. The pawnbroker or secondhand dealer shall attach a photocopy of the identification shown to the transaction record. No pawnbroker or secondhand dealer shall transact business with anyone under 18 years of age, except when said minor is accompanied by a parent or legal guardian who shall sign the transaction record with an accompanying copy of his or her positive photographic identification.

Section 9

REPORTING OF TRANSACTIONS.

~~Pawnbrokers or secondhand dealers shall prepare and deliver photocopies of all transaction records to the Chief of Police, or his designee, within 48 hours of the end of said dealer's business day on which the transaction occurred. If during any week a pawnbroker or secondhand dealer has not purchased any items, he or she shall make a report of such fact to the Chief of Police, or his designee, on or before 10:00 a.m. of the first business day of the following week.~~

Pawnbrokers or secondhand dealers shall provide proof of subscription to an authorized electronic filing software. They shall be required to post pictures and a description of all transactions records to this electronic filing software within 48 hours of said dealer's business day on which the transaction occurred.

Section 10

INSPECTION OF RECORDS AND PREMISES.

Pawnbrokers or secondhand dealers shall retain the original transaction records in their possession, which, together with any article which is kept or stored in or upon such premises, may be inspected at any time by a duly authorized police officer.

Section 11

TIME RESTRICTIONS.

Pawnbrokers or secondhand dealers will not sell, encumber by sales contract, or otherwise dispose of or alter an article in its appearance within 14 days of purchase, unless granted permission, in writing, from the Chief of Police, but in any case not within 24 hours of time of purchase. Pawnbrokers or secondhand dealers shall retain on premises all items purchased or pawned during the waiting period and not place such items on the sales floor until the waiting period has expired unless the item is clearly marked as to the sales release date based on the time frames outlined in this section. Pawnbrokers or secondhand dealers shall clearly mark the transaction records of any pawn item repurchased by the original seller and shall submit a copy of the record to the Chief of Police, or ~~his~~ **their** designee, within 48 hours of the transaction

Section 12

REMOVAL OF ARTICLES BY POLICE OFFICERS.

If the Chief of Police, or ~~his~~ **their** designee, determines that an article is needed for evidence in a criminal investigation, the Police Department shall seize the evidence pursuant to applicable criminal procedures. The pawnbroker or secondhand dealer shall be issued a receipt for the article. Pursuant to RSA 595-A:6, the Police Department shall keep seized articles under the court's direction as long as necessary to permit the article to be used as evidence. At the conclusion of all court proceedings or closure of the police investigation, the Police Department shall notify the original owner, the pawnbroker/secondhand dealer, and any person who may have a lawful interest that the property will be released in 30 calendar days to the original owner if no other claim is placed on the property.

Section 13

VIOLATIONS AND PENALTIES; REVOCATION OR SUSPENSION OF LICENSE; NOTICE; SEVERABILITY.

- A. Any violation of this chapter shall be punishable by a fine not exceeding \$100 per day.
- B. The Town Council may, independently or upon recommendation from the Chief of Police, suspend or revoke said license for any violation of this chapter, or reasons it deems to be in the best interest of the Town of Hooksett, following a hearing. Offenses which may result in the suspension or revocation of said license include, but are not limited to, the following:
 - (1) Violation of any provision of this chapter; or
 - (2) Violation of any statute of the State of New Hampshire or any other state or territory of the United States relating to the licensed business.
- C. Notice of the suspension or revocation will be made, in writing, to the owner(s) of the business within five business days of said hearing.
- D. The provisions of this chapter shall be severable, and if any phrase, clause, sentence or provision of these regulations shall, for any reason, be held invalid or unconstitutional, the validity of the remainder of these regulations shall not be affected thereby.

Town Council

STAFF REPORT



To: Town Council

Title: Motion to approve the purchase of a 2021 Ford Transit Van, emergency equipment, graphics installation and undercoating treatment for a total not to exceed \$41,522.50 to be spent from the Police Detail Special Revenue Fund.

Meeting: Town Council - 14 Apr 2021

Department: Police Department

Staff Contact: Janet Bouchard, Police Chief

BACKGROUND INFORMATION:

The police department currently uses a 2003 Chevrolet express van for special duty details. The van has 60,100 miles but has been overtaken by rust. It has been repaired several times, but DPW Highway Chief Mechanic Mario has told us that the van will need extensive rust repair in order to pass NH State Inspection. His recommendation was to replace the vehicle. Other town departments are not interested in repurposing the van due to the amount of rust it has.

The Police Detail Special Revenue Fund currently has approximately \$320,000.00 in it. Purchasing a vehicle that will be used exclusively for details is an appropriate use of the funds. The van is used on a daily basis.

We have chosen to purchase an AWD van due to the fact that the van is often used during the winter months during inclement weather conditions. The purchase is through Grappone Ford and is a State Bid price. They have offered a \$1,000 trade-in for the 2003 Chevrolet Van. The equipment cost and installation is through Ossippe Mountain Electronics and is also a State Bid price.

The undercoating will be performed to prevent future rust issues.

FINANCIAL IMPACT:

\$41,522.50 from the Police Detail Special Revenue Fund

POLICY IMPLICATIONS:

None

SUGGESTED MOTION:

Motion to approve the purchase of a 2021 Ford Transit Van, emergency equipment, graphics installation and undercoating treatment for a total not to exceed \$41,522.50 to be spent from the Police Detail Special Revenue Fund.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[2021 Van](#)



Hooksett Police Department
15 Legends Drive
Hooksett, NH 03106

Memo

M E M O R A N D U M

TO: Chief Janet Bouchard
FROM: Dispatch Supervisor R Belanger
DATE: February 23, 2021
RE: 2021 Ford Transit Van

Chief Bouchard,

Please see the attached quote for a 2021 Ford Transit Low Roof Van 130" wheelbase color black.

The total cost for the van on NH State Bid through Grappone Ford in the 2-wheel drive model is \$27,104.00.

The total cost for the van on NH State Bid through Grappone Ford in the all-wheel drive model is \$31,704.00

The cost for equipment from OME which is also NH State Bid is \$7,419.50.

The cost for Graphics from GTA Graphics is \$1,500.00

Truck Trends wax and oil undercarriage for \$899.00

The total cost for the vehicle with the 2-wheel drive option is \$36,922.50

The total cost for the vehicle in all-wheel drive option is \$41,522.50

Grappone Ford has offered to give us \$1,000.00 for the 2003 Chevy Express Van on trade.

This vehicle will be replacing our 2003 Chevy Express van which has recently experienced some mechanical and rust issues. This vehicle has had the rocker panels fixed twice. The van has also been painted once. The vehicle currently has 60,100 miles on it, but the rust has overtaken then vehicle. Mario from Highway stated that the vehicle will need quite a bit of rust repair to get through the next NH State Inspection. His recommendation is to replace the vehicle. Mario also stated he is not interested in acquiring the vehicle to be repurposed due to the rusting.


Richard A. Belanger
Communication Supervisor

Prepared for: Rick Belanger

Town of Hooksett

Prepared by: Jeff Harsin

01/13/2021

Grappone Ford | 530 Route 3A Bow New Hampshire | 033043104

2021 Transit-150 Cargo RWD Low Roof Van 130" WB Base (E1Y)

Price Level: 115 | Quote ID: hooksettpd

Rick Belanger, Town of Hooksett

Hooksett, NH

Office: 603-361-5548

Email: rbelanger@hooksettpolice.org

Re: Quote ID hooksettpd 01/13/2021

Hi Rick,

Updated Quote for 2021 Ford Transit T-150 Low Roof cargo van with 130" wheelbase. I have attached a vehicle profile for you to review, let me know if you have any questions. Municipal Pricing. Thank you.

Quote Price: \$27,104

Sincerely

Jeff Harsin

Fleet Mgr

603-226-8010

jharsin@grappone.com

AWD \$4600.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

1

Prepared for: Rick Belanger

Town of Hooksett

Prepared by: Jeff Harsin

01/13/2021



Grapevine Ford | 530 Route 3A Bow New Hampshire | 603.643.104

2021 Transit-150 Cargo RWD Low Roof Van 130" WB Base (E1Y)

Price Level: 115 | Quote ID: hooksettpd

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
E1Y	Base Vehicle Price (E1Y)	\$35,020.00
Packages		
101A	Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel - Includes port injection. - Transmission: 10-Spd Automatic w/OD & SelectShift - Includes auxiliary transmission oil cooler. - 3.73 Axle Ratio - GVWR: 8,670 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Black Hubcap - Radio: AM/FM Stereo - Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i>	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 8,670 lbs	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included
Seats & Seat Trim		
21L	Dark Palazzo Gray Cloth Bucket Seats w/Armrests <i>Includes 2-way manual driver seat with lumbar and 2-way manual passenger seat.</i>	\$115.00
C	Cloth Front Bucket Seats	N/C

Other Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Rick Belanger

Town of Hooksett

Prepared by: Jeff Harsin

01/13/2021

Grappone Ford | 330 Route 3A Bow New Hampshire | 03304-13104

2021 Transit-150 Cargo RWD Low Roof Van 130" WB Base (E1Y)

Price Level: 115 | Quote ID: hooksettpd



As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
130WB	130" Wheelbase	STD
53D	Tow/Haul Mode w/Trailer Wiring Provisions <i>Includes trailer wiring harness to rear of vehicle for upfit. Trailer Sway Control (TSC). 4/7 pin connector assembly and rear jumper. This package does not include a Trailer Brake Controller (TBC). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness.</i>	Included
53B	Heavy-Duty Trailer Tow Package <i>Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/braking lights. This package does not include a Trailer Brake Controller (TBC). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness.</i> <i>Includes:</i> - Tow/Haul Mode w/Trailer Wiring Provisions - Includes trailer wiring harness to rear of vehicle for upfit. Trailer Sway Control (TSC). 4/7 pin connector assembly and rear jumper. This package does not include a Trailer Brake Controller (TBC). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness. - Frame Mounted Hitch Receiver	\$485.00
47U	Window Only Bulkhead	\$325.00
10E	Front & Rear Vinyl Floor Covering <i>Includes wheel well liners.</i>	Included
58U	Radio: AM/FM Stereo <i>Includes 4.0" multi-function display. Bluetooth, dual USB ports and 4 speakers (front).</i>	Included
96D	Load Area Protection Package <i>Includes full height polypropylene cargo area panels.</i> <i>Includes:</i> - Front & Rear Vinyl Floor Covering - Includes wheel well liners.	\$395.00
Emissions		
425	50-State Emissions System	STD
Interior Colors		
CK_01	Dark Palazzo Gray	N/C
Primary Colors		
JM_01	Agate Black Metallic	\$200.00
SUBTOTAL		\$37,040.00
Destination Charge		\$1,695.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Rick Belanger

Town of Hooksett

Prepared by: Jeff Harsin

01/13/2021

Grapone Ford | 530 Route 3A, Bow New Hampshire | 033043104

2021 Transit-150 Cargo RWD Low Roof Van 130" WB Base (E1Y)

Price Level: 115 | Quote ID: hooksetpd



As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		\$38,735.00

Quote Price \$27,104

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ossipee Mountain Electronics, Inc.

Quote QTE013016
Date 1/13/2021
Page 1 of 2

Bill To
Hooksett Police Dept 15 Legends Dr Hooksett, NH 03105

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

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

Item	Quantity	Item Number	Description	Unit Price	Ext Price
1	1.00	LENSE KIT	Lense Kit, 48" Liberty II *WHILEN LENS KIT FORM MUST BE COMPLETED AND ALL LENSES ACCURATELY MEASURED BY THE CUSTOMER BEFORE PURCHASE*	365.25	365.25
2	2.00	M6V2BC	M6 V-Ser, LED, Srfc Mnt, Corro Warn/Scene, BLU	420.70	841.40
3	2.00	M6FB	M6 Series, Flange, Black	7.00	14.00
4	2.00	PELCB	LED, Perimeter Light, Srfc Mnt, Black Flange, WHT	147.00	294.00
5	1.00	1LIB	ION, I-Series, Linear, Surface Mt, BLUE	94.50	94.50
6	3.00	TLI2E	ION, T-Series DUO, Surface Mt, BLU/WHITE	109.90	329.70
7	1.00	TLI2D	ION, T-Series, DUO, Linear, Surface Mount, RED/WHIT	109.90	109.90
8	2.00	I2E	LED, ION DUO, Univ Mnt, Blk Hsing, BLUE/WHT	114.10	228.20
9	2.00	MCRNSB	LED, Micron, BLUE, Surface Mount	88.90	177.80
10	1.00	SSFP05	Flasher, Headlight, Solid State *NOT YET TESTED FOR THIS VEHICLE BY MANUFACTURER*	60.00	60.00
11	1.00	PSCOMP	Light, Compartment, Strip Light, High Intensity	96.60	96.60
12	1.00	SA315P	Speaker Siren, Whelen Nylon Composite, 123dB	229.60	229.60
13	1.00	SAK1	Bracket, Siren Speaker, Universal SA315P	28.70	28.70
14	1.00	BK0534TRN15T150	Push Bumper, PB400, Alum, Ford Transit	424.15	424.15
15	1.00	C-TMW-TRNST-01	Trak Mount Base, 8" x 28", 15-17 Ford Transit	162.20	162.20
16	1.00	C2410	24" Console W/ Mag Brkt C-FR25-XTI-TPD APX 05 C-EB40-CCS-TPD Sapphire C-FP-35D 3.5" Filer	372.55	372.55
17	1.00	C-AP-0995-L	Accessory Pocket, Internal Mnt, 9.5"D, w/Lock	128.35	128.35
18	1.00	C-AP-0325	Accessory Pocket, Internal Mount 3" High, 2.5" Deep	42.30	42.30
19	1.00	C-LP-2	Lighter Plug, 2 Out let, 12V, 2" Plate	33.10	33.10
20	1.00	MMSU-1	Clip, Magnetic Mic Hangup System, Single	34.95	34.95
21	1.00	C-MCB	Mic Clip Bracket	15.15	15.15
22	1.00	HIN9073A	Clip, Mic Hang Up	2.00	2.00
23	1.00	75812	Stinger DS, LED, Recharg w/DC Charger	140.60	140.60
24	1.00	T52203-BK	Seat Cover, Tiger Tough, '20 TRNST Drvrs, BLACK	187.00	187.00
25	1.00	BB132R	Antenna, HD 132-512MHz, 1/4Wave, Black, Flex Spr	57.80	57.80
26	1.00	M88	Mount, Antenna, 3/4" Hole, 17' RG58 Cable, No Conn	18.20	18.20

Quoted By: _____	Accepted By: _____	Date: _____	7,264.50
*** Continued ***			0.00
			155.00
			7,419.50

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



Quote QTE013016
Date 1/13/2021
Page 2 of 2

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

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

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

Item	Quantity	Item Number	Description	Unit Price	Ext Price
27	1.00	CMUHFS8	Mini UHF Crimp Conn, RC58, MALE	2.50	2.50
28	1.00	R1	Solenoid, 12V, 85 A Continuous S.P.S.T (24059-BP)	59.00	59.00
29	1.00	MISC	Wire, wire ties, fuses, fuse holders, loom, etc.	195.00	195.00
30	1.00	LABOR	LABOR	2,520.00	2,520.00
			Install new and existing equipment into a new '21 Ford Transit 250 (Sonic Wheel Base - Low Roof).		
Quoted By: _____ Accepted By: _____ Date: _____ PRICE QUOTE GOOD FOR 30 DAYS DELIVERY: 30 DAYS ARO TERMS: NET 30 DAYS INSTALL AT OME				Subtotal Additional Discount Freight Total	7,264.50 0.00 155.00 7,419.50

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

Richard Belanger

From: Bryce Drew <Bryce@berubes.com>
Sent: Monday, February 22, 2021 3:47 PM
To: Richard Belanger
Subject: RE: new cars
Attachments: 2021 FORD TRANSIT 150 HOOKSETT POLICE.jpg

Hey Rick! Above I attached a mock up of the transit with the full stripe going across the body , hooksett police up on the top area , chevron on the back , patches , etc similar to the last van but scaled up to fit this vehicle as well as adding the chevron design on the back . Now this would all be printed reflective and cut reflective vinyl so you are looking at roughly \$1150 in materials and then it would be roughly 3-4 hours of labor to install all of this so \$225-\$300 in labor . So overall this layout would cost \$1375-\$1450.

From: Richard Belanger <RBelanger@hooksettpolice.org>
Sent: Tuesday, January 19, 2021 11:53 AM
To: Bryce Drew <Bryce@berubes.com>
Subject: RE: new cars

Bryce,

Thank you.

Can you create a new design for a 2021 Ford Full Size Transit van with the low roof with a 130" wheel base. The vehicle will be all black. If you need time, a guesstimate on cost so I can go to Town Council to get the money to buy the van.

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

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From: Bryce Drew <Bryce@berubes.com>
Sent: Tuesday, January 19, 2021 11:40 AM
To: Richard Belanger <RBelanger@hooksettpolice.org>
Subject: RE: new cars

All finished! And that works I come by anytime after 12:15 (currently on my lunch)

From: Richard Belanger <RBelanger@hooksettpolice.org>
Sent: Tuesday, January 19, 2021 11:30 AM

1/29/2021
Store: BOW

Work Order #428

Ordered: 1/29/2021
Associate: KLIND
Page 1



Truck Trends / Line-X of Bow
1125 NH 3A
Bow, NH 03304

Bill To: HOOKSETT POLICE
HOOKSETT POLICE

INSTRUCTIONS: 2021 TRANSIT 250
LONG WHEELBASE LOWE ROOF
Order Status: Open
Due Date:

Lookup	Item Name	Attribute	Size	Order	Sold	Due	Price	Ext Price	Tax
WAX AND OIL	WAX AND OIL COATING			1	0	1	\$898.00	\$898.00	T
				Total Qty Ordered: 1		0	1		

Percent Unfilled: 100

Subtotal: \$898.00
Local Sales Tax 0 % Tax: + \$0.00
TOTAL: \$898.00
Deposit Balance: \$0.00
Balance Due: \$898.00

Thank you for your patronage!

Town Council STAFF REPORT



To: Town Council
Title: Purchase of New CDL Plow Truck
Meeting: Town Council - 14 Apr 2021
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

The Public Works Department would like to purchase a new CDL Plow Truck. This vehicle would replace a 2002 CDL Plow Truck which will be used as a trade. The quote provided by the vendor is through the New Hampshire State Bid as authorized by the Towns Purchasing Policy, Article 5.3.3. The CDL Plow Truck is 20 years old and is no longer dependable and is developing safety issues. Its condition is deteriorating and is pending failure in the near future. We only have maintenance records for the last eight years. Total spent during this time was \$51,000 (labor cost are not reflected). We also have reviewed options from several of the Sourcewell approved vendors for CDL Plow Truck. All were higher than State Bid. We have selected the offer from Liberty International for \$171,980 plus trade of the existing CDL Plow Truck. The existing CDL Plow Truck was projected for replacement in the budget worksheet provided to the Town Administrator, Town Council, and Budget Committee to be funded using funds in the Capital Reserve – DPW Vehicles Warrant Article and approved by the voters during the 2021 election on the 9th of March.

FINANCIAL IMPACT:

No tax impact. **\$171,980** to come from the Capital Reserve Fund – DPW Vehicles Warrant Article. Currently this fund has a balance of \$119,465.05. On the 1st of July 2021, there will be an additional \$200,000 added as approved at the March 9, 2021 Town Election. Total available after 1 July 2021 will be \$319,465.50.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Approve and consent the purchase of a CDL Plow Truck from Liberty International for \$171,980 plus trade of the existing CDL Plow Truck.

SUGGESTED MOTION:

Motion to approve and consent the purchase of the CDL Plow Truck from Liberty International for \$171,980 plus trade of the existing CDL Plow Truck.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[plow truck background](#)
[DPW Veh CR WA](#)

Plow Truck Replacement

SUBJECT: Replacement of a Plow Truck

PURPOSE: This paper is to identify the need to replace a Plow Truck

BACKGROUND: Fleet review/replacement.

DISCUSSION: As before we are constantly reviewing the state and operational condition of our fleet and the Fleet Replacement Plan which was developed to augment the budget process.

While attempting to develop a life cycle/replacement plan for the Public Works Fleet we projected CDL Plow Trucks for budgetary purposes to have a 20 year life expectancy.

These life expectancies were for planning and budget purposes, we planned that each asset would be evaluated at least annually and/or as needed before the scheduled/projected replacement time. Some would require earlier replacement others could be programmed to remain in the fleet longer. This vehicle was identified in the current Fleet Replacement plan for replacement.

Circumstances have dictated that this assigned vehicle needs to be replaced now. This vehicle is a 2002, it has exceeded its life cycle. From the maintenance records that we do have, we have spent \$51,000 to date. It is developing issues both for operational and safety reasons. It is no longer dependable. It has excessive cab and body rot, rust and heavy scaling on the frame.

The replacement vehicle would be purchased from Liberty International under State Bid procurement. This vehicle is a complete plow ready plow truck priced at \$171,980, including trade of the existing plow. As authorized by the Towns Purchasing Policy we are authorized to use State Bid Contracts or approved Cooperative Purchasing Programs to order a replacement, no additional bids are required. We did however to ensure we are getting the best asset and price, contact several Sourcewell vendors for pricing of similarly equipped truck, the Mack Dealer (\$200,053 with trade) and Freightliner (\$180,291 with trade).

Replacing this vehicle now would allow for improved safety, productivity and the efficient use of assigned assets. Not replacing could result in unacceptable delays during winter operations and will affect public safety.

Funding would come from the Public Works Vehicle Capital Reserve, which currently has a balance of \$119,465.05. There is an additional \$200,000 added to this account on the 1st of July per the town vote of 9 March 2021, Total \$319,465.05.

CONCLUSION: As part of our fleet review, status of assigned vehicle we believe it is in the best interest of the town to replace this vehicle.

RECOMMENDATION: Approve the replacement of this vehicle.

SAMPLE BALLOT



ABSENTEE BALLOT AND OFFICIAL BALLOT ANNUAL TOWN ELECTION HOOKSETT, NEW HAMPSHIRE MARCH 9, 2021

BALLOT 2 OF 2

T. Thier
TOWN CLERK

TOWN ARTICLES CONTINUED

Article 4: DPW Union Contract

To see if the town will vote to approve the cost items included in the collective bargaining agreement reached between the Hooksett Town Council and the Public Works' Employees Local 633 Teamsters which calls for the following increases in salaries and benefits at the current staffing level:

Fiscal Year	Salaries	Benefits	Estimated Increase
2021-22	\$62,326.00	\$16,462.00	\$78,788.00
2022-23	\$25,067.00	\$5,125.00	\$30,196.00
2023-24	\$25,439.00	\$5,154.00	\$30,593.00

and further to raise and appropriate **\$78,788.00** for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. Estimated tax rate impact is \$0.04. Recommended by Town Council (8 Yes - 0 No), Recommended by Budget Committee (5 Yes - 4 No). (Majority vote required)

YES ☐
NO ☐

484
252

Article 5: Special Town Meeting

Shall the town, if ARTICLE #4 is defeated, authorize the governing body to call one special meeting, at its option, to address ARTICLE #4 cost items only? (Majority vote required)

YES ☐
NO ☐

454
266

Article 6: Union Contract

To see if the town will vote to approve the cost items included in the collective bargaining agreement reached between the Hooksett Town Council and the Employees of Local 633, Teamsters which calls for the following increases in salaries and benefits at the current staffing level:

Fiscal Year	Salaries	Benefits	Estimated Increase
2021-22	\$14,213.00	\$3,026.00	\$17,239.00

and further to raise and appropriate **\$17,239.00** for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. Estimated tax rate impact is \$0.01. Recommended by Town Council (9 Yes - 0 No), Not recommended by Budget Committee (4 Yes - 5 No). (Majority vote required)

YES ☐
NO ☐

434
302

Article 7: Special Town Meeting

Shall the town, if ARTICLE #6 is defeated, authorize the governing body to call one special meeting, at its option, to address ARTICLE #6 cost items only? (Majority vote required)

YES ☐
NO ☐

420
292

Article 8: Merrimack Riverfront Trail

To see if the town will vote to raise and appropriate the sum of **\$320,950.00** for the purpose of constructing Phase III of the Merrimack Riverfront Trail with \$20,000.00 to come from the Conservation Fund; \$20,950.00 to come from the Conservation Land Improvements Capital Reserve Fund; \$80,000.00 from New Parks and Recreational Trail Program Grant and \$200,000.00 from general taxation. This special warrant article will be a non-lapsing appropriation per RSA 32:7, VI and will not lapse until the Phase III of the Merrimack Riverfront Trail is completed or by June 30, 2026, whichever is sooner. Estimated tax rate impact is \$0.10. Recommended by Town Council (6 Yes - 1 No), Recommended by Budget Committee (6 Yes - 3 No).

YES ☐
NO ☐

489
251

Article 9: Replace Auto Truck

To see if the town will vote to raise and appropriate the sum of **\$300,000.00** to purchase an Auto Collection Truck to haul trash to the Recycling and Transfer Division of Public Works with \$125,000.00 to come from the Solid Waste Disposal Special Revenue Fund and \$175,000.00 to come from the Automated Collection Equipment Capital Reserve, with the 2012 Auto Collection Truck used as a trade-in. No amount to be raised from general taxation. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 0 No)

YES ☐
NO ☐

597
146

Article 10: Fire Apparatus Capital Reserve Funding

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

YES ☐
NO ☐

487
251

Article 11: DPW Vehicles Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of **\$200,000.00** to be added to the Public Works' Vehicles Capital Reserve Fund previously established. Estimated tax rate impact is \$0.10. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

471
264

TURN BALLOT OVER AND CONTINUE VOTING

Town Council

STAFF REPORT



To: Town Council
Title: Recycling & Transfer Front End Loader Purchase
Meeting: Town Council - 14 Apr 2021
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

The Recycling and Transfer Division is requesting approval to purchase a 2021 Front End Loader. This vehicle would replace a 2001 Front End Loader which will be used as a trade. The quotes provided are through a Cooperative Purchasing Program as authorized by the Towns Purchasing Policy, Article 5.3.3. "No competitive bids shall be required when purchasing through a Town Council approved Cooperative Purchasing Program." The current loader is 19 years old and requires major repairs. Its condition is deteriorating and has failed. It will need pivot pins, bucket arms, hydraulics, brakes, cab, body, transmission. Estimate to return this loader to an operational state would exceed \$50,000. We have reviewed quotes from several of the Sourcewell approved vendors for Front End Loaders.

Beauregard Equipment	\$147,600.00*
Chadwick BaRoss, Inc	\$149,999.00*
Equipment East	\$149,500.00
Milton Cat	\$148,500.00*

*Does not include the cost of loading the tires, which would be \$8,500.

We have selected the offer from Equipment East for \$149,500 plus trade in of the existing Front End Loader. The existing Loader was projected for replacement in the 2020-21 budget worksheet provided to the Town Administrator, Town Council, and Budget Committee. It will be funded using funds from the Special Revenue Funds – Solid Waste Disposal Fund. A Warrant Article was approved by the voters during the 2021 election on the 9th of March.

FINANCIAL IMPACT:

No tax impact, all funds to come from the Special Revenue Funds – Solid waste Disposal Fund. Currently this fund has \$525,742.47.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Approve and consent the purchase of a Front End Loader from Equipment East for \$149,500. This price includes the trade-in of the existing Front End Loader.

SUGGESTED MOTION:

Motion to approve and consent the purchase of the Front End Loader from Equipment East for \$149,500 (including the trade-in of the existing Front End Loader).

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[BACKGROUND](#)

[Front End Loader WA](#)

SUBJECT: Background Concerning the Purchase of the Front-end Loader Replacement Recycling and Transfer

PURPOSE: To provide information to the Town Administrators concerning the process of obtaining quotes

DISCUSSION:

- Once the Warrant Article was approved, the Department contacted four Sourcewell approved manufacturers to obtain quotes to replace the existing Front End Loader at Transfer. We contacted Chadwick BaRoss Inc. (Volvo), Milton Cat (Cat), Beauregard (Case) and Equipment East (Doosan).
 - A sales representative from each manufacturer came to the transfer Station, Were briefed on what are requirements were, general specifications we felt were needed and given the opportunity to inspect the current loader.
 - Part of the required specifications was that the loader be provided with loaded tires
 - After the vendors provided their quotes, three were advised that their quotes exceeded our budget allowance, they amended their quotes to remove the cost of the loaded tires. For the department to load the tires after receipt of the equipment there would be an added cost that would need to be funded via the operational budget. The cost would be \$8,500.
 - One vendor fully met the desired specifications. That was the Doosan Loader quoted by Equipment East.
 - We have perform several site visits to the Equipment East Vendor's sale location, went to several locations to view and inspect the Doosan equipment and found the machine to be exception.

RECOMMENDATION: Approve the selection of the Doosan Loader from Equipment East and authorize award of the purchase

SAMPLE BALLOT

TOWN ARTICLES CONTINUED

Article 12: Front End Loader

To see if the town will vote to raise and appropriate the sum of \$150,000.00 to purchase a Front End Loader to process, load and haul trash for the Recycling and Transfer Division of Public Works with said funds to come from the Solid Waste Disposal Special Revenue Fund; with the 2000 Cat Front End Loader used as a trade-in. No amount to be raised from general taxation. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

569
158

Article 13: Retirement Expendable Trust Fund

To see if the town will vote to establish a Retirement Expendable Trust Fund per RSA 31:19-a, for payments paid out to retiring employees and to raise and appropriate \$150,000.00 to put in the fund, with the amount to come from unassigned fund balance; further to name the Town Administrator as agent to expend from said fund. No amount to be raised from general taxation. Recommended by Town Council (6 Yes - 1 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

533
109

Article 14: Non-Union Wage Increase

To see if the town will vote to raise and appropriate the sum of \$140,387.00 for an increase in salaries and benefits for non-union full-time and part-time Town personnel

Fiscal Year	Salaries	Benefits	Total
2021-22	\$112,618.00	\$27,769.00	\$140,387.00

YES ☐
NO ☐

520
208

Estimated tax rate impact is \$0.07. Recommended by Town Council (6 Yes - 1 No), Recommended by Budget Committee (9 Yes - 0 No).

Article 15: Town Building Maintenance Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of \$100,000.00 to be added to the Town Building Maintenance Capital Reserve Fund previously established. Estimated tax rate impact is \$0.05. Recommended by Town Council (7 Yes - 1 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

464
257

Article 16: Fire Command Vehicle

To see if the town will vote to raise and appropriate the sum of \$65,000.00 to purchase and equip a Fire Command vehicle for the Fire Rescue Department; with \$65,000.00 to come from unassigned fund balance. No amount to be raised from general taxation. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

525
202

Article 17: Fire Capital Reserves Funding

To see if the town will vote to raise and appropriate the sum of \$55,000.00 to be added to the previously established Capital Reserve Funds noted below and to apportion the sum among them as listed below:

Air Packs & Baffles	\$20,000.00
Fire Rescue Tools & Equipment	\$35,000.00
Total	\$55,000.00

YES ☐
NO ☐

528
197

Estimated tax rate impact is \$0.03. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 0 No).

Article 18: Emergency Radio Communications Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of \$50,000.00 to be added to the Emergency Radio Communications Capital Reserve Fund previously established. Estimated tax rate impact is \$0.02. Recommended by Town Council (7 Yes - 1 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

495
228

Article 19: Drainage Upgrades Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of \$50,000.00 to be added to the Drainage Upgrades Capital Reserve Fund previously established. Estimated tax rate impact is \$0.02. Recommended by Town Council (7 Yes - 1 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

489
222

Article 20: Automated Collection Equipment Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of \$30,000.00 to be added to the Automated Collection Equipment Capital Reserve Fund previously established. Estimated tax rate impact is \$0.01. Recommended by Town Council (7 Yes - 1 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

480
244

Article 21: Parks & Recreation Facility Development Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of \$25,000.00 to be added to the Parks & Recreation Facilities Development Capital Reserve Fund previously established. Estimated tax rate impact is \$0.01. Recommended by Town Council (7 Yes - 1 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

518
213

Article 22: Revaluation Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of \$20,000.00 to be added to the Revaluation Capital Reserve Fund previously established. Estimated tax rate impact is \$0.01. Recommended by Town Council (7 Yes - 1 No), Recommended by Budget Committee (9 Yes - 1 No).

YES ☐
NO ☐

418
304

Article 23: Conservation Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of \$10,000.00 to be added to the Conservation Land Improvements Capital Reserve Fund previously established. Estimated tax rate impact is less than \$0.01. Recommended by Town Council (6 Yes - 1 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

523
208

YOU HAVE NOW COMPLETED VOTING THIS BALLOT

Town Council

STAFF REPORT



To: Town Council
Title: Purchase of Chipper
Meeting: Town Council - 14 Apr 2021
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

The Public Works Department is requesting approval to purchase a 2021 Bandit Chipper. This chipper would replace a 2002 Morbark Chipper which will be used as a trade. The quote is provided through a Cooperative Purchasing Program as authorized by the Towns Purchasing Policy, Article 5.3.3. "No competitive bids shall be required when purchasing through a Town Council approved Cooperative Purchasing Program." The current chipper is 19 years old and requires constant repairs. Its condition is deteriorating. We have reviewed options from several of the Sourcwell approved vendors for chippers. We have selected the offer from MB Tractor and Equipment for \$32,097.75 plus trade-in of the existing chipper. The existing chipper was projected for replacement in the Fleet worksheet provided to the Town Administrator, Town Council, and Budget Committee. It will be funded using funds from the Capital Reserve Vehicles. A Warrant Article was approved by the voters during the 2021 election on the 9th of March to add funds to the DPW Vehicle Capital Reserve Fund. This chipper comes with a one year bumper to bumper warranty, three years on the motor and 5 years on internal drum parts.

FINANCIAL IMPACT:

No tax impact. \$ 32,097.75 will come from the DPW Vehicle Capital Reserve Fund.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Approve and consent the purchase of a Bandit Chipper from MB Tractor and Equipment for \$32,097.75. This price includes the trade-in of the existing Morbark Chipper.

SUGGESTED MOTION:

Motion to approve and consent the purchase of a Bandit Chipper from MB Tractor and Equipment for \$32,097.75 plus trade-in of the existing Morbark Chipper.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Chipper Quotes](#)

[DPW Veh CR WA](#)



www.MBTRACTOR.com

MB TRACTOR & EQUIPMENT

Ronte 125, P.O. Box 487

Plaistow, NII 03865

TEL: (603) 382-5031

Fax: (603) 382-1084

WWW.MBTRACTOR.COM

**THE BEST TRACTORS
& EQUIPMENT ON EARTH!**

SOLD TO *** emailed ***
TOWN67 TOWN OF HOOKSETT DPW
210 W.RIVER RD.
HOOKSETT, NH 03106

SHIP TO

QUOTATION

Sold To:	Ship To:	JZL	PO #:	128P	Alt:		Date:	3/19/21	QUOTE:	2489	21	ERT:	1	P217130
			Tax #:	210	W	RTVR	AD							Open

Tax	D	Qty	Description	*	Price	Amount
Group: 01						
EQUIPMENT QUOTE						
N		1	BANDIT 12XP BID PRICE		36097.75	36097.75
N		1	MORBARK TRADE		4000.00-	4000.00
					** TOTAL EQUIPMENT QUOTE	32097.75

PLEASE SEE ATTACHED DOCUMENTATION FOR EXACT BUILD
PRICING IS PER MB/BANDIT BID PROGRAM

Quoties are valid for thirty days. Prices are subject to change at vendors discretion. All prices quoted FOB vendor shipping point unless specifically noted. Special order parts are to be prepaid in full in advance, charged to a valid open account, or billed to a credit card. There are no returns of special order parts. **TRUCKING IS NOT COVERED BY THE MANUFACTURERS WARRANTY. TRUCKING COSTS ARE THE RESPONSIBILITY OF THE CUSTOMER.**

** SUBTOTAL 32097.75

X _____ Charge Sale

Phone: (603) 668-0019

**PAY THIS
AMOUNT**

\$32097.75



Presque Isle
260 Missile St
207 458-3196

BANGOR
59 Contractor Dr
207-848-2060

Maine
SCARBOROUGH
14 Gibson Rd
207-885-0600

KNOX
3 Knox Ridge Rd S
207-868-3246

NH
CONCORD
231 Shook Davis
(603) 226-6621

VT
COLCHESTER
28 Jasper Mine Rd
(802)893-1555

Quotation

Date: 3/29/2021

To: TOWN OF HOOKSETT		Phone 603-485-3800
210 WEST RIVER RD		Cell Phone
HOOKSETT, NH 03106		E-Mail
Attn:	County	
Equip:	MORBARK 1415 Chipper	
Spec:	12" CHIPPING CAPACITY, 2 5/16" BALL, AMBER STROBE LIGHT, CHOCK & CHOCK HOLDERS, DUAL FEED STOPS ON INFEED, ELECTRONIC FUEL GUAGE, FOLDING INFEED TRAY, EXTRA MANUALS, SPARE TIRE AND MOUNT, TURNBUCKLE FOR DISCHARGE, VARIABLE SPEED FLOW CONTROL.	
Options		
Incl		
		Purchase Price \$40,438.78
		FREIGHT \$1,650.00
Less Trade In: 2001 MORBARK 2012D Serial #		-\$8,000.00
Sub Total		\$34,088.78
1 Year Full Machine Warranty		Misc
		Total \$34,088.78
Finance		Lease
Term	Lease Term	
Int Rate*	Annual Hours	
Payoff	Advance Payt	
Down Pay't	<input type="checkbox"/> RV	
Payment	Payment	

* Interest Rates quoted are subject to change without notice.

Beauregard Equipment

Customer

Mario Desaulniers

From: Mario Desaulniers
Sent: Monday, March 29, 2021 7:38 AM
To: Mario Desaulniers
Subject: Vermeer wood chipper

I've tried many times contacting this company for a Quote and did not get a response. There were two companies that did Quote us MB tractor and Beauregard equipment on chippers see quotes.



Mario Desaulniers

Master Mechanic
Department of Public Works
210 West River Road
Hooksett, NH 03106
Direct Line: 603-419-4010
Tel: 603-668-8019
Fax: 603-668-6850
Confidential Fax: 603-716-2959

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SAMPLE BALLOT



ABSENTEE BALLOT AND OFFICIAL BALLOT ANNUAL TOWN ELECTION HOOKSETT, NEW HAMPSHIRE MARCH 9, 2021

BALLOT 2 OF 2

T. Thayer
TOWN CLERK

TOWN ARTICLES CONTINUED

Article 4: DPW Union Contract

To see if the town will vote to approve the cost items included in the collective bargaining agreement reached between the Hooksett Town Council and the Public Works' Employees Local 633 Teamsters which calls for the following increases in salaries and benefits at the current staffing level:

Estimated increase over prior year			
Fiscal Year	Salaries	Benefits	Estimated Increase
2021-22	\$62,326.00	\$16,462.00	\$78,788.00
2022-23	\$25,067.00	\$5,125.00	\$30,196.00
2023-24	\$25,439.00	\$5,154.00	\$30,593.00

and further to raise and appropriate **\$78,788.00** for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. Estimated tax rate impact is \$0.04. Recommended by Town Council (8 Yes - 0 No), Recommended by Budget Committee (5 Yes - 4 No). (Majority vote required)

YES ☐
NO ☐

484
252

Article 5: Special Town Meeting

Shall the town, if ARTICLE #4 is defeated, authorize the governing body to call one special meeting, at its option, to address ARTICLE #4 cost items only? (Majority vote required)

YES ☐
NO ☐

454
266

Article 6: Union Contract

To see if the town will vote to approve the cost items included in the collective bargaining agreement reached between the Hooksett Town Council and the Employees of Local 633, Teamsters which calls for the following increases in salaries and benefits at the current staffing level:

Estimated increase over prior year			
Fiscal Year	Salaries	Benefits	Estimated Increase
2021-22	\$14,213.00	\$3,026.00	\$17,239.00

and further to raise and appropriate **\$17,239.00** for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. Estimated tax rate impact is \$0.01. Recommended by Town Council (9 Yes - 0 No), Not recommended by Budget Committee (4 Yes - 5 No). (Majority vote required)

YES ☐
NO ☐

434
302

Article 7: Special Town Meeting

Shall the town, if ARTICLE #6 is defeated, authorize the governing body to call one special meeting, at its option, to address ARTICLE #6 cost items only? (Majority vote required)

YES ☐
NO ☐

420
292

Article 8: Merrimack Riverfront Trail

To see if the town will vote to raise and appropriate the sum of **\$320,950.00** for the purpose of constructing Phase III of the Merrimack Riverfront Trail with \$20,000.00 to come from the Conservation Fund; \$20,950.00 to come from the Conservation Land Improvements Capital Reserve Fund; \$80,000.00 from New Parks and Recreational Trail Program Grant and \$200,000.00 from general taxation. This special warrant article will be a non-lapsing appropriation per RSA 32:7, VI and will not lapse until the Phase III of the Merrimack Riverfront Trail is completed or by June 30, 2026, whichever is sooner. Estimated tax rate impact is \$0.10. Recommended by Town Council (6 Yes - 1 No), Recommended by Budget Committee (6 Yes - 3 No).

YES ☐
NO ☐

489
251

Article 9: Replace Auto Truck

To see if the town will vote to raise and appropriate the sum of **\$300,000.00** to purchase an Auto Collection Truck to haul trash to the Recycling and Transfer Division of Public Works with \$125,000.00 to come from the Solid Waste Disposal Special Revenue Fund and \$175,000.00 to come from the Automated Collection Equipment Capital Reserve, with the 2012 Auto Collection Truck used as a trade-in. No amount to be raised from general taxation. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 0 No)

YES ☐
NO ☐

597
146

Article 10: Fire Apparatus Capital Reserve Funding

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

YES ☐
NO ☐

487
251

Article 11: DPW Vehicles Capital Reserve Funding

To see if the town will vote to raise and appropriate the sum of **\$200,000.00** to be added to the Public Works' Vehicles Capital Reserve Fund previously established. Estimated tax rate impact is \$0.10. Recommended by Town Council (7 Yes - 0 No), Recommended by Budget Committee (9 Yes - 0 No).

YES ☐
NO ☐

471
264

TURN BALLOT OVER AND CONTINUE VOTING

Town Council

STAFF REPORT



To: Town Council
Title: 2021 Paving
Meeting: Town Council - 14 Apr 2021
Department: Public Works
Staff Contact: Earl Labonte, Director of Public Works

BACKGROUND INFORMATION:

Last month, the Department released a Request for Proposals for 2021 Resurfacing Project which included, Mason Avenue, Meadowcrest Road, Eastpoint Drive, Orchard Drive, Coaker Avenue, K Avenue, Hale Avenue, Emerson Street, Martins Ferry Cemetery, DPW yard, Viewpoint Drive, Thompson Avenue, Peter Brook Drive, Cindy Avenue and Crane Way. Bids were opened on March 23, 2021. Bids were received from the following:

GMI Asphalt, LLC	\$628,727.33
Advanced Excavating & Paving, LLC	\$656,414.17
Pike Industries, Inc.	\$731,080.70
Brox Industries, Inc.	\$853,652.02

FINANCIAL IMPACT:

Approximately \$200,000.00 to come from FY 2020-2021 budget and the balance to come from FY 2021-2022 budget.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

One of the following recommendations:

1. Approve and consent to award the 2021 Resurfacing Project to GMI Asphalt, LLC for a total of \$628,727.33, approximately \$200,000.00 to come from FY 2020-2021 budget and the balance to come from FY 2021-2022 budget.
2. Approve and consent to award the 2021 Resurfacing Project to Advanced Excavating & Paving, LLC for a total of \$656,414.17, approximately \$200,000.00 to come from FY 2020-2021 budget and the balance to come from FY 2021-2022 budget.

SUGGESTED MOTION:

One of the following motions:

1. Motion to approve and consent to award the 2021 Roadway Improvement Project to GMI Asphalt,

LLC for a total of \$628,727.33, approximately \$200,000.00 to come from FY 2020-2021 budget and the balance to come from FY 2021-2022 budget.

2. Motion to approve and consent to award the 2021 Roadway Improvement Project to Advanced Excavating & Paving, LLC for a total of \$656,414.17, approximately \$200,000.00 to come from FY 2020-2021 budget and the balance to come from FY 2021-2022 budget.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[20-07 rfp opening](#)

[Paving Bids](#)

[RFP 21-04 2021 Resurfacing](#)

**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	
Brox Industries, Inc.	\$ 495,358.30	
Pavex Inc.	\$ 386,490.95	
GMI Asphalt, LLC	\$ 344,546.60	
Advanced Excavating & Paving, LLC	\$ 390,163.35	
Pike Industries, Inc.	\$ 339,563.50	

Bid opening closed: 12:40 pm

2021 Paving Bids					
	Advanced Exc.	Brox Ind., Inc.	GMI	Pike Ind.	
Part A	\$ 57,652.67	\$ 74,512.00	\$ 56,927.86	\$ 65,890.40	
Part B	\$ 69,147.74	\$ 84,162.25	\$ 65,064.78	\$ 74,323.10	
Part C	\$ 81,104.69	\$ 96,081.75	\$ 74,933.43	\$ 86,468.30	
Part D	\$ 44,383.09	\$ 58,213.25	\$ 42,696.94	\$ 50,492.70	
Part E	\$ 15,107.11	\$ 24,755.02	\$ 14,735.16	\$ 19,022.30	
Part F	\$ 18,773.33	\$ 31,758.75	\$ 19,237.02	\$ 23,536.70	
Part G	\$ 72,530.77	\$ 94,366.25	\$ 71,394.62	\$ 79,411.70	
Part H	\$ 13,290.35	\$ 21,510.25	\$ 12,356.85	\$ 16,131.30	
Part I	\$ 13,833.16	\$ 19,531.00	\$ 12,530.54	\$ 18,712.00	
Part J	\$ 4,290.00	\$ 4,204.00	\$ 2,805.66	\$ 3,215.00	
Part K	\$ 16,234.50	\$ 25,361.50	\$ 15,529.69	\$ 20,275.80	
Part L	\$ 43,909.17	\$ 55,355.75	\$ 40,665.57	\$ 47,505.30	
Part M	\$ 72,582.33	\$ 92,500.75	\$ 71,946.93	\$ 79,253.30	
Part N	\$ 91,649.67	\$ 113,091.00	\$ 87,771.09	\$ 100,774.60	
Part O	\$ 41,925.58	\$ 58,248.50	\$ 40,131.19	\$ 48,068.20	
Total	\$ 656,414.16	\$ 853,652.02	\$ 628,727.33	\$ 733,080.70	
					Bid Amount is \$731,080.70

Part A	Mason Avenue, 1550 FL
Part B	Meadowcrest Road, 1145 LF
Part C	Eastpoint Drive, 1700 LF
Part D	Orchard Drive, 1050 LF
Part E	Coaker Avenue, 240 LF
Part F	K Avenue, 345 LF
Part G	Hale Avenue, 1650 LF
Part H	Emerson Street, 204 LF
Part I	Martins Ferry Road, 1200 LF
Part J	DPW Yard, 3000 SY
Part K	Viewpoint Drive, 350 LF
Part L	Thompson Avenue, 1050 LF
Part M	Peters Brook Drive, 1300 LF
Part N	Cindy Avenue, 2500 LF
Part O	Crane Way, 1000 LF

Town of Hooksett



March 2021

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

REQUEST FOR PROPOSALS

HOOKSETT 2021 RESURFACING
Proposal #21-04

Acceptance Date: 12:30 PM, Tuesday, March 23, 2021

Sealed proposals, plainly marked, "Hooksett 2021 Resurfacing Proposal #21-04" on the outside of the mailing envelope as well as the sealed proposal envelope, address to Administration Department – Hooksett Town Hall; 35 Main Street; Hooksett, New Hampshire 03106 will be accepted until Tuesday, March 23, 2021 at 12:30 pm when all proposals will be publicly opened and read aloud.

This proposal is for: 2021 Resurfacing to: Mason Avenue, Meadowcrest Road, Eastpoint Drive, Orchard Drive, Coaker Avenue, K Avenue, Hale Avenue, Emerson Street, Martins Ferry Cemetery, DPW Yard, Viewpoint Drive, Thompson Avenue, Peters Brook Drive, Cindy Drive, and Crane Way.

Proposal 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 Proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Town.

HOOKSETT 2021 RESURFACING
Proposal #21-04

Contract Documents – Town of Hooksett 2021 RESURFACING

Introduction

The Town of Hooksett is seeking Proposals to perform resurfacing to: Mason Avenue, Meadowcrest Road, Eastpoint Drive, Orchard Drive, Coaker Avenue, K Avenue, Hale Avenue, Emerson Street, Martins Ferry Cemetery, DPW Yard, Viewpoint Drive, Thompson Avenue, Peters Brook Drive, Cindy Drive, and Crane Way.

Scope of Work

The streets scheduled for resurfacing are described as follows:

1. Part A – Mason Avenue: Reclaimed Stabilized Base (3444 SY) and 601 tons of bituminous pavement (base and wearing courses) 1550 lf and 0 sewer manholes/basins, 3 Water valves and 13 driveway aprons.
2. Part B – Meadowcrest Road: Reclaimed Stabilized Base (4071 SY) and 710 tons of bituminous pavement (base and wearing courses) 1145 lf, no sewer manholes/basins, no Water valves, and 11 driveway aprons.
3. Part C – Eastpoint Drive: Reclaimed Stabilized Base (4533 SY) and 791 tons of bituminous pavement (base and wearing courses) 1700 lf, 2 sewer manholes/basins, 10 Water valves, and 7 driveway aprons.
4. Part D – Orchard Road: Reclaimed Stabilized Base (2567 SY) and 447tons of bituminous pavement (base and wearing courses) 1050 lf, 1 sewer manholes/basins, no Water valves, and 10 driveway aprons.
5. Part E Coaker Road: Reclaimed Stabilized Base (533 SY) and 93 tons of bituminous pavement (base and wearing courses) 240 lf, 3 sewer manholes/basins, 1 Water valves, and 7 driveway aprons.
6. Part F – K Road: Reclaimed Stabilized Base (767 SY) and 134 tons of bituminous pavement (base and wearing courses) 345 lf, 5 sewer manholes/basins, 2 Water valves, and 3 driveway aprons.
7. Part G – Hale Avenue Reclaimed Stabilized Base (3667 SY) and 639 tons of bituminous pavement (base and wearing courses) 1650 lf, 17 sewer manholes/basins, 8 Water valves, and 15 driveway aprons,
8. Part H – Emerson Road: Reclaimed Stabilized Base (453 SY) and 79 tons of bituminous pavement (base and wearing courses) 204 lf and 2 sewer manholes/basins, 0 Water valves and 2 driveway aprons.
9. Part I – Martins Ferry Cemetery: Drag shim over lay and then 1 inch top 156 tons of bituminous pavement (base and wearing courses) 1200 lf.
10. Part J - DPW parking: 39tons of bituminous pavement (base) 3000 SY, minor grading.
11. Part K – Viewpoint Road: Reclaimed Stabilized Base (778 SY) and 135 tons of bituminous pavement (base and wearing courses) 350 lf and 0 sewer manholes/basins, 0 Water valves, 1 driveway aprons.

12. Part L – Thompson Avenue: Reclaimed Stabilized Base (2333 SY) and 407 tons of bituminous pavement (base and wearing courses) 1050 lf and 3 sewer manholes/basins, 0 Water valves, 8 driveway aprons.
13. Part M – Peters Brook Road: Reclaimed Stabilized Base (4333 SY) and 756 tons of bituminous pavement (base and wearing courses) 1300 lf and 6 sewer manholes/basins, 2 Water valves, 3 driveway aprons..
14. Part N – Cindy Road: Reclaimed Stabilized Base (5556 SY) and 969 tons of bituminous pavement (base and wearing courses) 2500 lf and 0 sewer manholes/basins, 4 Water valves, 18 driveway aprons..
15. Part O - Crane Way: Reclaimed Stabilized Base (2222 SY) and 387 tons of bituminous pavement (base and wearing courses) 1000 lf and 5 sewer manholes/basins, 0 Water valves, 5 driveway aprons..

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 Proposals. 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 Proposer 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. Some streets will require a Driveway Permit from New Hampshire Department of Transportation.

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

Vendor Qualifications

The Proposer 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 Proposal to award which will be in the best interests of the TOWN (not necessarily the lowers proposal):

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

Proposals shall be valid for a 60 day period after date of the Proposal opening. It is expected that a contract approval will be made by within that 60 day period and award following town council approval, depending upon the available of funding and whatever is in the best interests of the Town.

Construction Schedule and Completion

The Resurfacing shall start within 30 days of the award and shall be complete by October 15, 2021.

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 **“Proposal 21-04 Hooksett 2021 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
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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

Items Addressed

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

- a) Name, address, telephone number, fax number and e-mail address of the company
- b) Three (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 2021 RESURFACING Proposal #21-04**". Prospective Proposers must monitor the Town's website for any addendums.

Prospective Proposers 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 PROPOSALS WILL NOT BE ACCEPTED

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TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

In Re: Project: #21-04 Hooksett 2021 RESURFACING

THIS CONTRACT AGREEMENT is made and entered into at **Hooksett, NH** this ____th day of _____, 2021 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 Proposing services necessary for performance of the following portion of the work described in the Contract titled "Proposal #21-04 Hooksett 2021 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, and establishment of grass in 2021.** 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 Guaranty (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 forgoing, CONTRACTOR, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker's compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury or illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

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
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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

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	
Combined Single Limit	\$1,000,000 Each Accident

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 _____, 2021 and shall be completed by October 15, 2021. **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#: _____ Mobile#: _____

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, cancelled 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 works 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)
Town Administrator
(603)-485-8472

Name (print or type)

Title/Telephone number

PART A PROPOSAL – Mason Avenue, 1550 Linear feet

Proposal Sheet of Unit Prices – Page 13 of 38

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	3444	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	401	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	200	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	13	Driveway Aprons (up to 3 feet into apron)		
604	LS	0	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		3	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART B PROPOSAL – Meadowcrest Road , 1145 Linear feet**Proposal Sheet of Unit Prices – Page 14 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	4071	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	473	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	237	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	11	Driveway Aprons (up to 3 feet into apron)		
604	LS	0	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		0	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

PART C PROPOSAL – Eastpoint Drive, 1700 Linear feet

Proposal Sheet of Unit Prices – Page 15 of 38

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	4533	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	527	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	264	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	7	Driveway Aprons (up to 3 feet into apron)		
604	LS	2	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		10	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART D PROPOSAL – Orchard Drive, 1050 Linear feet**Proposal Sheet of Unit Prices – Page 16 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	2567	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	298	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	149	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	10	Driveway Aprons (up to 3 feet into apron)		
604	LS	1	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		0	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART E PROPOSAL – Coaker Avenue, 240 Linear feet**Proposal Sheet of Unit Prices – Page 17 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	533	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	62	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	31	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	7	Driveway Aprons (up to 3 feet into apron)		
604	LS	3	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		1	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART F PROPOSAL – K Avenue, 345 Linear feet

Proposal Sheet of Unit Prices – Page 18 of 39

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	767	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	89	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	45	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	3	Driveway Aprons (up to 3 feet into apron)		
604	LS	5	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		2	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART G PROPOSAL – Hale Avenue, 1650 Linear feet**Proposal Sheet of Unit Prices – Page 19 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	3667	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	426	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	213	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	15	Driveway Aprons (up to 3 feet into apron)		
604	LS	17	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		8	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART H PROPOSAL – Emerson Street, 204 Linear feet**Proposal Sheet of Unit Prices – Page 20 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	453	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	53	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	26	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	2	Driveway Aprons (up to 3 feet into apron)		
604	LS	2	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		0	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART I PROPOSAL – Martins Ferry Road, 1200 Linear feet**Proposal Sheet of Unit Prices – Page 21 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	0	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	78	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	78	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	0	Driveway Aprons (up to 3 feet into apron)		
604	LS	0	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		0	Lower and raise Water shut Offs and Gas Valves _____ Dollars and _____ Cents		
619.1	LS	1	Traffic Control Plan and Maintenance of Traffic _____ Dollars and _____ Cents		
618.7	Hr.	0	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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART K PROPOSAL – Viewpoint Drive, 350 Linear feet**Proposal Sheet of Unit Prices – Page 22 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	778	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	90	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	45	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ _____ Dollars and _____ Cents		
	EA	1	Driveway Aprons (up to 3 feet into apron)		
604	LS	0	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		0	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART L PROPOSAL – Thompson Avenue, 1050 Linear feet

Proposal Sheet of Unit Prices – Page 23 of 38

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	2333	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	271	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	136	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ _____ Dollars and _____ Cents		
	EA	8	Driveway Aprons (up to 3 feet into apron)		
604	LS	3	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		0	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART M PROPOSAL – Peters Brook Drive, 1300 Linear feet

Proposal Sheet of Unit Prices – Page 24 of 38

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	4333	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	504	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	252	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	3	Driveway Aprons (up to 3 feet into apron)		
604	LS	6	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		2	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART N PROPOSAL – Cindy Avenue, 2500 Linear feet**Proposal Sheet of Unit Prices – Page 25 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	5556	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	646	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	323	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	18	Driveway Aprons (up to 3 feet into apron)		
604	LS	0	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		4	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART O PROPOSAL – Crane Wav, 1000 Linear feet**Proposal Sheet of Unit Prices – Page 26 of 38**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
306.108	S.Y.	2222	Reclaimed Stabilized Base Processed In Place 8 inch Deep _____ Dollars and _____ Cents		
403.11	TON	258	Bituminous Pavement Base course – Machine Method) 2 inch thickness _____ Dollars and _____ Cents		
403.11	TON	129	Permanent Bituminous Wearing Course 1 inch thickness – Machine Method _____ Dollars and _____ Cents		
	EA	5	Driveway Aprons (up to 3 feet into apron)		
604	LS	5	Lower and Raise Sewer Manhole and drain basin Covers _____ Dollars and _____ Cents		
		0	Lower and raise Water shut Offs and Gas Valves _____ 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 10% of this part	10%	

Part A PROPOSAL AMOUNT: _____
(NUMERALS)

Part A PROPOSAL AMOUNT: _____
(WRITE OUT IN WORDS)

PART J PROPOSAL – DPW YARD 3000 SY

Proposal 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 PROPOSAL PRICE DESCRIPTION	UNIT PROPOSAL PRICE	TOTAL
403.11	TON	39	Bituminous Pavement Base course – Machine Method) 2 inch thickness 856 SY _____ Dollars and _____ Cents		
403.11	TON	0	Bituminous Pavement Base course – Machine Method) 2 inch thickness 467 SY _____ Dollars and _____ Cents		
1001	LS	1	Contingencies as Ordered and Approved By Town 10% of this part		

Part E PROPOSAL AMOUNT: _____
(NUMERALS)

Part E PROPOSAL AMOUNT: _____

(WRITE OUT IN WORDS)

These Resurfacing are described as follows:

1. Proposal Part A - Amount Mason Avenue: _____
2. Proposal Part B – Amount Meadowcrest Road: _____
3. Proposal Part C – Amount Eastpoint Drive: _____
4. Proposal Part D – Amount Orchard Road: _____
5. Proposal Part E Amount Coaker Road: _____
6. Proposal Part F – Amount K Road: _____
7. Proposal Part G – Amount Hale Avenue: _____
8. Proposal Part H – Amount Emerson Road: _____
9. Proposal Part I – Amount Martins Ferry Cemetery: _____
10. Proposal Part J - Amount DPW parking: _____
11. Proposal Part K – Amount Viewpoint Drive: _____
12. Proposal Part L – Amount Thompson Avenue: _____
13. Proposal Part M – Amount Peters Brook Road: _____
14. Proposal Part N – Amount Cindy Road: _____
15. Proposal Part O - Amount Crane Way: _____

TOTAL PART's A, B, C, D, E, G, H, I, J, K, L, M, N and O – Proposal Amount:

DATE SUBMITTED: _____

RESPECTIVELY SUBMITTED: _____
(PLEASE PRINT PROPOSALDER / 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 Proposal providers

- **All work included in this Proposal is dependent upon the Proposal 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 all or selected Parts depending upon available of funds and whatever are in the best interests of the Town.**

**Town of Hooksett
Public Works Department**

MEMO

To: Excavators seeking to work on Town highways
From: Diane Boyce, Public Works Director
Date: August 7, 2015
Cc: Dr. Dean Shankle, Town Administrator

Re: Roadway Excavation Permits pursuant to Ordinance 13

Any excavation in a Town highway right of way requires a permit. Information relating to the permit is attached:

- A. Ordinance 00-13 Roadway Excavation (2 pages)
- B. "Town of Hooksett Street Opening Application and Permit regulations" (8 pages)
- C. Daytime Traffic Controlling (1 page)
- D. Warning Sign Package (1 page)
- E. State of NH DOT "AN APPROVED METHOD FOR PATCHING A TYPICAL PAVEMENT TRENCH" (applicable to most Town highways, 1 page)
- F. Street Opening Application and Permit (1 page)

Prior to grant of a permit the applicant must:

- 1. Premark proposed location of utility to be installed on the pavement or stake if outside of pavement.
- 2. Submit completed Application with required dig safe number, drawing with utility company approval, schedule, insurance certificates, minimum \$5,000.00 bond, and \$100.00 check for fee, payable to Town of Hooksett.
- 3. List all contractors on the project (excavators, pipelayer/tapping firms, testing firms, pavers, drillers and blasters, strippers, etc.), with 24 hour emergency contact name and phone number.
- 4. Furnish Insurance Certificates listing the Town of Hooksett as additional insured, for all contractors to be working in right of way.
- 5. Furnish a bond, amount to be established by Public Works Director (for most common cuts a \$5000.00 amount is sufficient). Bond to cover 30 month period beyond completion of work.
- 6. Contact dig safe, and furnish number with application. Contact other Town utilities (water and sewer) for the location (these utilities are not members of DigSafe).
- 7. Have adequate, trained personnel to handle traffic control or arrange with Police Department for special duty to handle this responsibility.
- 8. Have adequate paddies, vests, signs, lights, barricades, etc. to properly direct traffic or install detours.
- 9. Furnish a drawing of the proposed cut showing existing and proposed utilities, extent of cut and patching, placement of traffic control signs, and detour signs, if a detour is required and permitted. Drawing to be approved by the utility company prior to submittal.
- 10. Furnish a schedule (work cannot begin until the permit is effective, and permanent patch cannot be installed until subgrade, base and subbase are approved).
- 11. Furnish an escrow for inspection and lab costs. Many permits will require inspection and testing of backfill/compaction and paving – This work will generally be performed by engineers and test labs hired for the project by the Town. The cost of this work is the responsibility of the applicant. The inspector's hourly fee is \$85.00 with a minimum of 4 hours, unused inspection escrow will be returned when approved final pavement is in place. If inspection is required, for most common cuts an \$800.00 amount is a sufficient deposit. If project is delayed or involved and escrow is depleted, it will be required to be increased, prior to release of bond.



Town of Hooksett

PUBLIC WORKS DEPARTMENT

Diane Boyce, Public
Works Director

ROADWAY EXCAVATION APPLICATION & PERMIT (PER ORDINANCE 00-13)

APPLICATION DATE: _____

You are hereby given permission to excavate, per NH RSA: 236-9, & Roadway Ordinance 00-13.
for the purpose of:

_____ on (date): _____ at (time): _____. Work is to be
performed in accordance with the street opening Regulations with Special Conditions as noted
below:

_____ Check here if continued on another sheet

I hereby agree to perform the work in accordance with the Street Opening Regulations and the
above-stated Special Conditions.

My Dig Safe number is: _____. Valid after _____ (date & time). I
understand that this permit is not valid until then, and until signed by the Hooksett Public
Works Director.

Applicant Signature _____ Date _____

Applicant Address _____ Phone _____

APPROVED: _____
Public Works Director _____ Date _____

The following Departments have been notified of the above Street Opening and have indicated their
approval below:

Police Department _____ Fire Department _____

Water Precinct _____ Sewer Department _____

* There will be construction monitoring and fees assessed for any digging on a town road. This
monitoring will be done by the Town Of Hooksett by the Public Works Department.

• Page 2

Town of Hooksett
Public Works Department
210 W. River Rd.
Hooksett, NH 03106
Phone: (603) 668-8019 Fax: (603) 668-6850

ROADWAY EXCAVATION

APPLICATION AND PERMIT REGULATIONS

Roadway Excavation permits shall be issued by the Public Works Director. Anyone wishing to open or excavate in any street shall make an application for a permit on a form provided by the Highway Department Manager.

Work authorized by a permit shall be performed between the hours of 7:00am and 5:00pm weekdays, unless the Permittee obtains written consent from the Public Works Director to do the work during another time. Such permission shall be granted only in case of an emergency, the "Emergency Provisions" Section of this regulation shall apply.

The Permittee shall notify "Dig Safe" and receive confirmation of all utility locations. You can either call at 1-888-344-7233 or email your request to digsafe.com.

No opening or excavation in any street shall extend beyond the centerline of the street, before being backfilled and the surface of the street made passable to traffic.

No more than three hundred (300) feet measured longitudinally shall be opened in any street at one time, except by special permission of the Public Works Director.

Every Permittee shall be required to place around openings, excavations, encumbrances or obstructions, such barriers, barricades, lights, warning flags and danger signs as may be required by NH DOT, Town of Hooksett and the Public Works Director, to protect the safety of the general public. During the hours of darkness adequate artificial lighting devices are required to protect the public and call attention to and indicate the actual location of obstructions and hazards.

All barricades, warning signs lights, temporary signals and other protective devices shall conform with the edition of the "Manual on Uniform Traffic Control Devices for Street and Highway Administrator as the National Standard for all highways open to public travel.

Traffic control devices shall be set up prior to the start of construction or maintenance operations and shall remain in place only as long as needed, as required by the Public Works Director. Advertisements, notices and signs other than for traffic control shall not be displayed on or attached to any barricade or fence in any highway.

Street Opening Regulations:

A minimum of one lane of traffic shall be provided on all streets at all times. The minimum width for temporary traffic lanes is eleven (11) feet. Access shall be provided to all property at night and on weekends, and shall be provided to all places of business at all times.

• Page 3

If a complete street closure is necessary, at least seven (7) working days' notice is required to the Public Works Department, Police, and Fire Departments with confirmation of the proposed closure three (3) working days in advance of the actual street closure. The Public Works Director shall review and approve any detours required. If an emergency necessitates the complete closing of a street, the closing shall be governed by the "Emergency Provision" section of this regulation.

When the work area encroaches upon a sidewalk, walkway or crosswalk area; protective barriers, together with appropriate warning and guidance devices and signs, must be utilized so that the passageway for pedestrians is safe and well defined.

The location of all utility facilities shall be determined sufficiently ahead of trench excavation work and appropriately marked on the road or other location clearly visible to equipment operators, inspectors, and officials.

Property or street line monuments survey reference points and permanent survey bench marks shall not be moved or disturbed, unless specifically permitted in writing by the Public Works Director. In the event that a survey bound pin, bench mark, or other such permanent reference is disturbed it shall be replaced by a NH registered licensed surveyor and all cost paid by the applicant.

Provisions shall be made to provide for proper drainage during construction, and the Permittee shall be responsible for all claims for damage or injury, whatsoever, that may arise from the obstruction or use of any public sewer or drain in connection with the work contemplated under the permit.

Trees shall not be cut or trimmed without the approval of the property owner or the Town. Where excavations may affect the tree, provisions and care shall be taken to protect the tree. Permanently damaged and/or destroyed trees shall be replaced "in kind", size and type of tree, or as agreed by the property owner the Town.

Excavated material shall be replaced or backfilled in layers or courses not to exceed twelve (12) inches in compacted thickness; and shall be compacted at or near optimum moisture content using pneumatic tampers, vibratory compactors or other approved means. The material shall be compacted to not less than 98% maximum dry density as determined by the Standard Proctor Method in accordance with Standard Specifications.

Street Opening Regulations:

If unsuitable for backfill, excavated material shall be replaced granular backfill as specified in the "Standard Specifications for Road and Bridge Construction", State of New Hampshire Department of Public Works and Highways, hereinafter referred to as "The New Hampshire Standard Specifications". Water shall be uniformly applied during compaction in the amount necessary for proper consolidation, but puddling will not be allowed.

The minimum depth to any substance except manholes, vault entrance tubes, valve casing and catch basins shall be twenty four inches below the surface of the nearest edge of the traveled portion of the street, and no excavation shall be less than 20 inches in length or width.

Within the asphalt paved areas, crushed gravel (as described in New Hampshire Standard Specifications) equal to the existing gravel course shall be placed in layers not exceeding six (6) inches loose depth and thoroughly compacted. In no case shall the compacted depth of crushed gravel be less than twelve (12) inches.

In other areas, the present surface type shall be restored by placing similar materials on top of the trench to a depth equal to that existing before excavation. Any existing grassland, additionally, shall be fertilized and reseeded. Any asphalt or concrete sidewalk shall be replaced with equal width, depth, kind and quality material and as specified by the Public Works Director.

• Page 4

As the work progresses, all streets shall be thoroughly maintained and cleaned as necessary and at least daily of all rubbish, excess earth, rock and other debris resulting from such work.

As the work progresses, all streets shall be thoroughly maintained and cleaned as necessary and at least daily of all rubbish, excess earth, rock and other debris resulting from such work.

After an excavation is commenced, the work shall be prosecuted with diligence and expedition, and the road shall be maintained in a safe, well-marked, with required signage, and in a well graded condition to permit public travel and not obstruct public access or private places. The surface of the street shall be permanently restored to original or improved condition within a period of time not to exceed five (5) days from the date of completion of the project to the satisfaction of the Public Works Director.

The Public Works Director as a condition of the permit, reserves the right to restore the highway or cause the same to be restored under his directions, and the Permittee shall reimburse the Town for any or all liability and expense suffered by reason of such work. In the event that a bond, cash or other security is held by the Town for the work it shall be taken as a portion of the reimbursement.

Street Opening Regulations:

The Permittee further agrees to indemnify and save harmless the Town of Hooksett, New Hampshire, from all claims for damage or injury whatsoever, that may arise from the encumbrance, obstruction, or use of the aforesaid highway, the Town of Hooksett in no case, assuming any responsibility or liability by reason of granting this permit.

The person, partnership, firm, corporation, etc., who obtains the permit to excavate a town highway, shall be responsible for said excavation for thirty (30) months after all work contemplated under the permit has been completed and the Public Works Department so notified, and may be ordered by the Public Works Director at any time during the thirty (30) month period to improve or replace the work.

Each applicant for a permit shall be accompanied by a plan drawn to an approved scale, sufficient in detail to provide for easy field location of the work. Upon the completion of the pavement restoration, the Public Works Department shall be immediately notified as to the location and time of completion.

As a condition of this permit, the Permittee agrees that the excavation after being properly backfilled, shall have a permanent patch placed on the excavation under the patching guideline.

Patching Guideline:

Cuts shall be parallel or perpendicular to the line of the trench. In the case of transverse or diagonal trenching, the pavement shall be sawn to a two-foot minimum overlap on undisturbed material that will permit only one wheel of a vehicle at a time to strike the patch area. Within the sawn limits of the final patch, the existing pavement and any temporary patch material shall be removed and replaced with an equal depth of Type 1-1 asphaltic concrete laid and compacted to meet the existing pavement edge exactly. The face of all joints shall be painted with asphalt cement before the asphaltic concrete is placed.

In cases where multiple excavations are made in a street which would result in the edge patches being closer than 20 feet, the Public Works Director may require a continuous patch and/or complete overlay. The entire width of the road and a minimum of 25 feet each end beyond the outer limits of the trenches.

On surface treated gravel highways, feathering the edges of patches will be allowed. Within area of cement concrete or stone base overlaid with asphalt, the department will require the placement of the cement concrete or stone base with Class "A" Portland Cement Concrete, reinforced or non-reinforced, as specified in the New Hampshire Standard Specifications, to a depth equal to that removed and then overlay with Type 1-1, Asphaltic concrete as specified above.

The permittee agrees to furnish a continuing surety bond or cash in the amount of five thousand (\$5,000.00) (except that the Public Works Director may require up to ten (10) times the amount, depending on the volume of the work being performed by the permittee) guaranteeing the fulfillment of the provisions, instructions and regulations prescribed above and later instruction issued by the Department during the performance of the work and satisfactory maintenance of the disturbed areas for a period of thirty (30) months following the completion of the work. The permit shall be kept with the foreman of the applicant at the place where the work is being performed and shall be produced for examination upon request by Town officials.

The permittee, as a condition of the permit, shall agree to indemnify and protect the Town of Hooksett and its Departments, Commissions, and Agencies against all liability, claims, or demands for injuries or damage, including claims for loss or interruption of business in cases where the encumbrance or construction impedes the flow of traffic, to any person or property arising out of activities of the permittee, its servants, employees, agents, representatives or subcontractors.

The permittee, as a condition of the permit, shall agree to carry the following insurance:

- A. Comprehensive General Liability Insurance with limits not less than \$1,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage and automobile liability insurance with limits not less than \$500,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage covering all activities of the permittee for the full period of the permit. Such insurance shall include the Town of Hooksett and the Public Works Department, including all officials and employees thereof. Such insurance shall include:
 - a) All activities including use of all vehicles.
 - b) Contractual liability covering this permit.
 - c) Coverage for the so-called "x,c,u," hazard i.e. collapse of building, blasting, and damage to underground property.
 - d) Complete operations hazard for a period of at least two years following the acceptance by the Highway Department of the completed permit.
 - e) "Personal" injury coverage (in addition to "Bodily Injury").
- B. The PERMITTEE shall carry Workmen's Compensation Insurance including Employer's Liability Insurance with limits of \$1000,000.00 whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, for all activities of the PERMITTEE during the period of the permit.
- C. Insurance similar to that required of the permittee shall be provided by, or on behalf of all independent contractors used by the PERMITTEE during the period of this permit. The PERMITTEE shall be held responsible for any modifications in these insurance requirements as they apply to independent contractors.

- D. Insurance certificates evidencing the above coverage are to be furnished to the Public Works Department prior to issuance of the permit, and shall provide for not less than thirty (30) days prior notice to the Public Works Department of any cancellation of major change in the policies.
- E. The purchase of the insurance required or the furnishings of the aforesaid certificates shall not be a satisfaction of permittee's liability hereunder or in way modify the Permittee's indemnification responsibilities to the Town of Hooksett.

The Public Works Department may revoke any permit issued under the regulation at any time.

Emergency Provisions:

Emergency requirement to excavate in or close to Town highways shall be done by emergency permit issued by the Public Works Director or his representatives.

If such an emergency exists, the Police, Fire, Water, Sewer and Public Works Departments, as a minimum, shall be notified immediately by telephone. At the earliest opportunity available, a representative of the Permittee shall obtain an emergency permit form. During the next business day, a regular permit form shall be applied for at the office of the Public Works Department.

The Public Works Director reserves the right to waive any of the provisions of this regulation in case of an emergency, and to impose such conditions as he may require, as part of an emergency permit.

Penalty:

Any person who violates any provisions of the regulations made under the authority thereof shall be guilty of a violation if a natural person, or guilty of a misdemeanor if any other person; and subject to a fine not to exceed \$100.00 per day for each offense.

Town of Hooksett, New Hampshire

Public Works Department

WINTER CONSTRUCTION PROCEDURES FOR PAVEMENT RESTORATION

EFFECTIVE FROM NOVEMBER 15 THROUGH APRIL 1

1. If hot bituminous concrete asphalt is available, three (3) inches of temporary hot bituminous pavement (1/2" aggregate) shall be used.
2. When hot bituminous pavement is not available and when deemed necessary by the Highway Department, the following procedures to be adhered to:
 - A. A three (3) inch pavement of Class "A" (3000 p.s.i.) concrete shall be placed.
 - B. The concrete shall be placed over a prepared crushed gravel base.
 - C. The concrete shall have a one percent (1%) calcium chloride added in order to accelerate curing.
 - D. The concrete placed shall be brought up even with the elevation of the existing asphalt pavement.
 - E. The surface of the pavement will have a rough broom type finish placed perpendicular to the flow of traffic.
 - F. The concrete pavement shall be protected from freezing for a minimum of two days by covering it with polyethylene plastic or hay and polyethylene plastic. The length of protection and curing may be increased or decreased by the Public Works Department depending on the daily temperature.
3. The following spring, when hot bituminous pavement becomes available, the temporary concrete pavement shall be removed and replaced with pavement as required in the Public Works Department Street Opening Regulations.
4. The permittee shall maintain the temporary patch until permanent restoration can be performed.

DAYTIME TRAFFIC CONTROLLING

Traffic control is a vital public service.

Functions of Flagging.

Guide traffic safely through work areas.

Make every effort to give the traveling public the right of way.

Protect the lives of workers.

Avoid unnecessary delays to the traveling public or work crew.

Answer reasonable questions courteously and intelligently.

Clothing and Equipment.*

Hard hat (orange or other bright color)

Safety vest

Hand paddle "Stop/Slow"

at least 18" wide with 5" letters

(keep spare handy)

Flashlight with 6" beam for right-of-way

*All gear used at night must be reflective.

Flagging station should be illuminated.

DO'S

- Be alert.
- Wear equipment properly.
- Stand clear, in good view.
- Know plans.
- Treat every driver as you would like to be treated.

DON'TS

- Stand in open traffic lane.
- Turn your back on traffic.
- Walk between vehicles.
- Leave your position unattended.

STATION OR POSITION

The flagperson should stand in a conspicuous position on the right edge of the traveled way FACING THE DIRECTION OF THE APPROACHING TRAFFIC. The position taken should be near enough to the workers being protected so that there is no doubt as to the flagperson's purpose, but not so close as to be mistaken for one of the workers. This position may vary up to 500 feet depending upon sight distance, etc.

In urban areas the distance from the flagperson to the work site can be reduced. Special care must be taken to avoid long traffic delays that may "log up" the local street system.

At a "spot" work site it may be necessary to stand on the shoulder of the left-hand lane or opposite the work site in order to effectively control the traffic. Flagging positions must be adequately covered by proper advance warning signs and night time stations must have adequate illumination.

A flagperson should not leave the flagging station to make up or replace signs or materials. This is the responsibility of the crewman.



Traffic control procedures with paddles

- To stop traffic
 - Face the traffic
 - Hold the paddle in a vertical position so the "STOP" side is visible to approaching driver
 - Make eye contact with driver
 - Raise and spread palm of free hand to indicate vehicle is required to stop
- To alert and slow traffic
 - Extend the sign paddle vertically with the "STOP" side visible to driver
 - Before vehicle comes to a complete stop, turn paddle to show "SLOW" side
 - For emphasis the free hand may be raised and lowered with the palm down
- To release traffic
 - Step to side of road
 - Show "SLOW" side of paddle
 - With free hand, motion traffic to proceed

Traffic Control With Flags

Flags to be used only when paddles not available.

- To stop traffic
 - Face traffic and extend flag horizontally across the traffic lane in stationary position. Raise free hand, palm up, toward traffic.
- To alert or slow traffic
 - Face traffic and slowly wave flag in a sweeping motion of the extended arm from shoulder level to straight down, without raising the arm above the horizontal position.
- To release traffic
 - Stand on side of road with flag and arm lowered to your side. Motion traffic ahead with free hand.

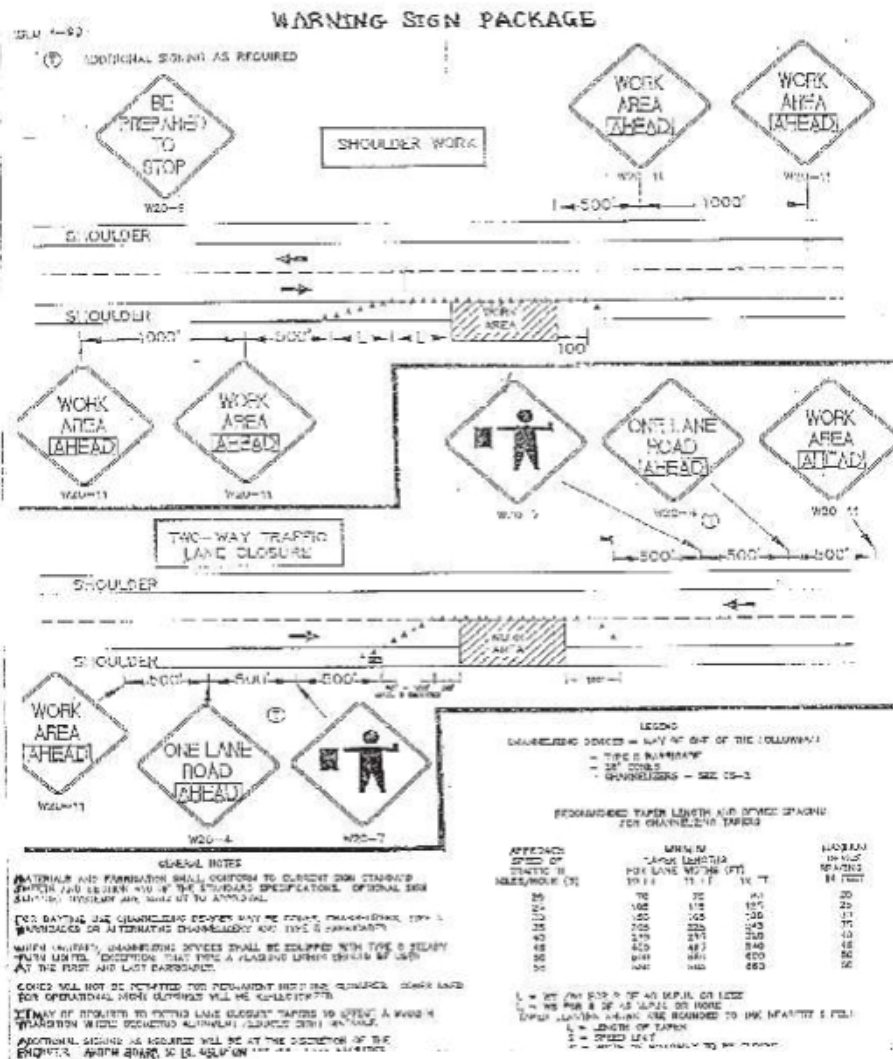
FLAGS SHALL NOT BE USED TO SIGNAL TRAFFIC TO PROCEED.

New Hampshire Department of Transportation

REMEMBER

THE FLAGPERSON SHOULD BE VISIBLE AT ALL TIMES NEVER STAND IN AN OPEN TRAFFIC LANE STAND ALONE AND DON'T PERMIT WORKERS TO GATHER AROUND YOU DO NOT STAND NEAR EQUIPMENT DO NOT WATCH THE OPERATIONS NEVER TURN YOUR BACK TO THE TRAFFIC

Your job is to provide the motorists with guidance. You will lose their respect and add to their confusion by turning your back to them.



End of Request for Proposal

Town Council

STAFF REPORT



To: Town Council
Title: Volunteer Appreciation Dinner
Meeting: Town Council - 14 Apr 2021
Department: Administration
Staff Contact: Nick Germain, Project Coordinator

BACKGROUND INFORMATION:

Hooksett's Volunteer Appreciation Dinner has been held on a Friday in early June for a number of years now. The local Merrill-Follansbee Legion Hall is the typical venue; the legion has previously also catered the event, but they may no longer be able to supply this service.. Last year's dinner was cancelled due to the effects of COVID-19.

Administration would like to confirm Council's wishes with regards to this even for 2021. Currently, there are still restrictions in place about spacing, wearing facial coverings, and building capacity to limit chance of infection. The dinners have typically drawn 35-70 people throughout the chosen evening for the last several years. The Department has to start inviting people and reserving services in April.

Administration invites all 100+ individuals who volunteer on municipal public bodies.

FINANCIAL IMPACT:

Town does have the event budgeted.

POLICY IMPLICATIONS:

There may still be restrictions in place; additionally the ongoing effects of COVID-19 (even with inoculations) may decrease turnout.

RECOMMENDATION:

Discuss the event; consider alternatives

SUGGESTED MOTION:

None. Proceed with a motion if there's a specific direction town council would like to take (e.g. proceed as normally as possible; pursue alternative)

TOWN ADMINISTRATOR'S RECOMMENDATION:

Review and decide whether Council wants to move forward with the dinner this year. COVID 19 vaccinations may not reach the "heard immunity" level by June. State Health organizations are targeting July/August to reach heard immunity. Unsure what the state of emergency may be in June as well.

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, March 24, 2021**

1 The Hooksett Town Council met on Wednesday, March 24, 2021 at 5:30 in the Hooksett Municipal
2 Building.

3
4 **CALL TO ORDER**

5 Chair Sullivan called the meeting of 24 Mar 2021 to order at 5:30 pm.

6
7 **PROOF OF POSTING**

8 Human Resource Coordinator Donna Fitzpatrick provided proof of posting.

9
10 **ROLL CALL-ATTENDANCE**

11 **In Attendance:** Councilor James Sullivan, Councilor Clifford Jones (via Zoom), Councilor John Durand,
12 Councilor Randall Lapierre, Councilor David Boutin, Councilor Timothy Tsantoulis, Councilor Clark
13 Karolian

14
15 Councilor Roger Duhaime arrived at 5:33 pm.

16 Councilor Alex Walczyk arrived at 5:33 pm.

17
18 **NON-PUBLIC SESSION NH RSA 91-A:3 II (A)**

19
20 ***Chair Sullivan motioned to enter non-public session at 5:30 pm under the provisions of RSA 91-***
21 ***A:3, II (a). D. Boutin seconded the motion.***

22
23 RSA 91-A:3, II (a) *The dismissal, promotion, or compensation of any public employee or the disciplining*
24 *of such employee, or the investigation of any charges against him or her, **unless** the employee affected*
25 *(1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the*
26 *request shall be granted.*

27
28 **Roll Call Vote #2**

29 ***R. Duhaime Not present. Arrived at 5:33 pm***

30 ***J Durand Aye***

31 ***C. Jones Aye***

32 ***R. Lapierre Aye***

33 ***A. Walczyk Not present. Arrived at 5:33 pm.***

34 ***D. Boutin Aye***

35 ***C. Karolian Aye***

36 ***T. Tsantoulis Aye***

37 ***J. Sullivan Aye***

38 ***Voted in favor (7-0).***

39
40 ***Chair Sullivan motioned to leave non-public session and return to public session at***
41 ***6:14 pm. T. Tsantoulis seconded the motion.***

42
43 **Roll Call Vote #3**

44 ***D. Boutin Aye***

45 ***C. Jones Aye***

46 ***A. Walczyk Aye***

TC MINUTES

03-24-2021

1

47 **J. Durand Aye**
 48 **R. Duhaime Aye**
 49 **T. Tsantoulis Aye**
 50 **R. Lapierre Aye**
 51 **C. Karolian Aye**
 52 **J. Sullivan Aye**
 53 **Voted unanimously in favor (9-0).**

54
 55 **Chair Sullivan motioned to seal the minutes of the non-public session. T. Tsantoulis seconded**
 56 **the motion.**

57
 58 **Roll Call Vote #4**
 59 **A. Walczyk Aye**
 60 **R. Lapierre Aye**
 61 **C. Jones Aye**
 62 **R. Duhaime Aye**
 63 **J. Durand Aye**
 64 **C. Karolian Aye**
 65 **T. Tsantoulis Aye**
 66 **D. Boutin Aye**
 67 **J. Sullivan Aye**
 68 **Voted unanimously in favor (9-0).**

69
 70 **PLEDGE OF ALLEGIANCE**
 71 Chair Sullivan called for the Pledge of Allegiance.

72
 73 **AGENDA OVERVIEW**
 74 Chair Sullivan: We have a full agenda, with three scheduled appointments, numerous items of New
 75 Business and several sets of minutes to review.

76
 77 **PUBLIC HEARINGS**
 78 None.

79
 80 **SPECIAL RECOGNITION**
 81
 82 **Hooksett Municipal Employee - New Hires, Promotions and Resignations**

83
 84 A. Garron: We welcome one new employee, Peter Miller, who is now the Public Works Assistant Crew
 85 Chief for the Recycle & Transfer Division. Ian Tewksbury has been promoted from Firefighter A-EMT to
 86 Administrative Captain – Fire Prevention.

87
 88 Chair Sullivan: We welcome Mr. Miller and congratulate Mr. Tewksbury on his promotion.

89
 90 D. Fitzpatrick: Peter Miller and Ian Tewksbury are here with us tonight.

91
 92
 93 A. Garron: We have one resignation to announce. Fire Chief James Burkush is leaving Hooksett as of
 94 March 28, 2021, after five years as our Fire Chief. I thank him for his five years of service to the Town
 95 of Hooksett.

96

Chair Sullivan: Best of luck to Chief Burkush, who came to us from Manchester. We thank you for your five years of service. Two weeks ago, we announced the selection of our new Fire Chief. I thank Chief Burkush for his kindness and friendship to me as well.

SCHEDULED APPOINTMENTS

Gianna Valentino - Town Council Seat

Gianna Valentino, 125 Chester Turnpike: I mailed my official grievance to all of you. I am here to discuss some difficulties during the campaign period for the District 1 seat. I am not a sore loser. It bothers me that the person I ran against broke campaign laws. This is about principles; it is not personal. I have nothing against Mr. Tsantoulis. I had a good time running, I got 25% of the vote, and I feel good. However, it feels like someone was cheating here. Campaign signs for Mr. Tsantoulis were nailed to utility poles on February 14th. This is a violation of RSA 664.17. I contacted Janet Bouchard and Mr. Tsantoulis. It took him more than two days to remove the signs. Fliers were mailed out which did not have his address on them, a violation of RSA 664.14. I made a mistake in my grievance report because I said I had brought this up to him, but I had not. Then, someone told me that Mr. Tsantoulis had put fliers on mailboxes, which is illegal unless using postage. Mr. Tsantoulis saved a lot of money on postage. One violation is a mistake; three is not a mistake. I am concerned about the future. This cheats me out of a really good loss. I wouldn't have won anyway, but this is not sending a good message – that the sitting Vice Chair had three illegal campaign activities. Some of these issues have been referred to the election unit of the DOJ. The Hooksett Police Department referred the use of mailboxes to the postal inspector. If this is not addressed, it could encourage others to do it. Three incidents is not a mistake. I am not asking to undo the election and I'm not asking Mr. Tsantoulis to step down. I would like the Council to make a public statement about adhering to the law and/or, within the Council, to reprimand him for breaking the law three times. It is important to say that anyone is expected to adhere to election advertising laws.

Chair Sullivan: I would reference Section 3.2 in the Town Charter regarding qualifications for running for Town Council and Section 3.13, which is about inquiries and investigations. I recommend that we put this on the agenda for our next meeting.

T. Tsantoulis: I take full responsibility for placing material which may not have been in compliance.

D. Boutin: Mr. Chair, I fail to understand the necessity of taking this up again at the next meeting. Mr. Tsantoulis has apologized and accepted responsibility. I ask the Chair to withdraw the notion of taking this up at the next meeting. We did give Mrs. Valentino a fair and reasonable opportunity to present her grievance to the Town Council, which is appropriate.

D. Boutin motioned to end this as of tonight.

The motion was not seconded.

C. Karolian: What were the Charter references you mentioned, Mr. Chair?

Chair Sullivan: Sections 3.2 and 3.13

Chair Sullivan motioned that the Chair send a letter to Mr. Tsantoulis regarding his actions as a reprimand. Mr. Boutin seconded the motion.

150 **Roll Call Vote #5**

151 ***T. Tsantoulis Aye***

152 ***C. Jones Aye***

153 ***R. Duhaime Aye***

154 ***A. Walczyk Abstained because his name was on the same ballot***

155 ***R. Lapierre Nay***

156 ***C. Karolian Aye***

157 ***J. Durand Aye***

158 ***D. Boutin Aye***

159 ***J. Sullivan Aye***

160 ***Motion carried (7-1)***

161

162 **Michelle Goodnow, Troy Laprise, and Karen Provost of Granite State YMCA / YMCA of Downtown**
 163 **Manchester - Hooksett Day Camp Program**

164

165 A. Garron: This is the Granite State YMCA's third year running the Hooksett Day Camp Program.
 166 Traditionally, we enter into an MOU with the YMCA, outlining the responsibilities of the Town, the
 167 YMCA and Hooksett Memorial School, where the camp is held. Troy Laprise is the Executive Director
 168 of the YMCA of Downtown Manchester. Michelle Goodnow is the Assistant Director and Karen Provost
 169 will be running the day camp in Hooksett.

170

171 K. Provost: This is a nine-week camp, and Hooksett families have priority, being given an opportunity to
 172 sign up before non-residents. We have a good sign-up already and are ahead of the final numbers from
 173 last year. There is a \$30.00 registration fee and the weekly cost for Hooksett families is \$184.00. For
 174 the second child from the same family, there is a \$25.00 discount. Non-residents pay \$204.00 per week
 175 and have the same opportunity for a second child discount. To help needy families, because camp is
 176 expensive, the Salvation Army is donating \$20,000.00 for scholarships. The Town gave us \$10,000 last
 177 year for equipment and supplies.

178

179 Chair Sullivan: Thank you. Kudos to Mr. Winterton for doing the outreach for this. How many years
 180 have you been running these day camps?

181

182 K. Provost: Summer camp was established at the YMCA. That was 100 years ago.

183

184 M. Goodnow: I have put together a list of COVID-19 regulations. Mr. Garron is distributing that now.

185

186 D. Boutin: Number 3 says parents must wear cloth masks for drop off and pick up. I think that is
 187 unreasonable. Cloth masks are expensive. Can that be changed?

188

189 M. Goodnow: Yes, it can. That is an acceptable change.

190

191 D. Boutin: Can we get revised copies?

192

193 Chair Sullivan: We can get copies, and Mr. Garron can post this on the town website.

194

195 C. Karolian: Is there a cap on the number of children?

196

197 K. Provost: We can have about 150 campers. We had 85ish in 2019 and only about 40 last year, due to
 198 COVID. We had only one incident last year because a camper's parents were exposed. We introduce

199 games to make distancing fun. On a national level, engineers were hired to create a field guide for
200 camps. It is 120 pages long and based on guidelines from around the country.

201
202 c. Karolian: The children do not have to be from Hooksett?

203
204 K. Provost: No, but Hooksett families have first priority, and the cost is less.

205
206 C. Karolian: This is \$30,000 of taxpayers' money.

207
208 A. Garron: Actually, \$20,000 is from the Salvation Army and is distributed via our Family Services
209 department.

210
211 T. Tsantoulis: Can you offer some enrollment comparisons?

212
213 K. Provost: I don't have that research. I know we started late the first year, and last year we had
214 COVID.

215
216 M. Goodnow: We have quite a few weeks with close to 60 children. As summer gets closer, we will see
217 enrollment grow. We will also be seeking out families with need, so I expect we will reach or exceed the
218 2019 numbers.

219
220 ***D. Boutin motioned to authorize the Town Administrator to sign the contract with Granite YMCA***
221 ***for the 2021 Summer Day Camp on behalf of the Council. T. Tsantoulis seconded the motion.***

222
223 **Roll Call Vote #6**

224 ***J. Durand Abstained because a family member works with the YMCA***

225 ***R. Lapierre Aye***

226 ***C. Karolian Abstained because he hasn't run the numbers***

227 ***D. Boutin Aye***

228 ***C. Jones Aye***

229 ***T. Tsantoulis Aye***

230 ***A. Walczyk Aye***

231 ***R. Duhaime Aye***

232 ***J. Sullivan Aye***

233 ***Voted in favor (7-0).***

234

235 **Matthew Barrett - Economic Development Advisory Committee - RSA 72:80 Commercial and**
236 **Industrial Construction Exemption**

237

238 ***Chair Sullivan motioned to remove this item, tabled on October 14, 2020, from the table. D.***
239 ***Boutin seconded the motion.***

240

241 **Roll Call Vote #7**

242 ***C. Jones Aye***

243 ***C. Karolian Aye***

244 ***R. Lapierre Aye***

245 ***R. Duhaime Aye***

246 ***A. Walczyk Aye***

247 ***J. Durand Aye***

248 **T. Tsantoulis Aye**

249 **D. Boutin Aye**

250 **J. Sullivan Aye**

251 **Voting unanimously in favor (9-0).**

252

253 N. Williams: RSA 72: 80-83 is an economic development tool for incentivizing new
254 construction/improvements in the Commercial and Industrial zones via a tax exemption. The statute
255 allows an exemption of up to 50% for up to ten years. EDAC is recommending an exemption of up to
256 25% for up to five years for new construction, renovations, additions, and improvements. The Town
257 Council specifies parcels to which this exemption applies, and EDAC has prepared a proposed list of
258 properties to include. These are listed in the Staff Report in your packets and are displayed on the
259 maps projected on the screen. One of the parcels, Map 13 Lot 73, needs to be removed from the list
260 because it is state-owned. The first four parcels on Map 49 are located off Londonderry Turnpike.
261 Those on Map 18 are a cluster of parcels off DW Highway in the area of Memorial School. Another
262 group is in the area of the dilapidated Animal Crackers property and the former Welcome Home Hotel.

263

264 M. Barrett: The application process includes coming back to the Town Council.

265

266 N. Williams: Applications must be submitted by December 31st of each year for the following year. The
267 review and decision must be completed by February 28th.

268

269 ***R. Lapierre motioned to adopt the provisions of NH RSA 72: 80-83 – the Commercial and***
270 ***Industrial Construction Property Tax incentive – for the following parcels of land: Map 49 Lot 1-***
271 ***8; Map 49 Lot 2; Map 49 Lot 4; Map 49 Lot 48; Map 18 Lot 2; Map 18 Lot 44; Map 18 Lot 47; Map***
272 ***18 Lot 48; Map 18 Lot 48-1; Map 18 Lot 49D; Map 14 Lot 18; Map 14 Lot 19; Map 25 Lot 80-3; Map***
273 ***35 Lot 7; Map 41 Lot 10; and Map 44 Lot 38. This exemption shall require an application for***
274 ***review and approval of the Town Council, with a recommendation by the Economic***
275 ***Development Advisory Committee, and shall apply only for municipal and local school property***
276 ***taxes assessed by the Town of Hooksett. This exemption shall apply only to those parcels of***
277 ***land expressly listed in this motion, and furthermore shall apply only to those deemed either***
278 ***commercial or industrial in nature by the designated Town zoning enforcement official. This***
279 ***motion shall exempt any increases in real property taxable value as a result of new structures,***
280 ***new additions, renovations, or improvements to existing structures up to 25% annually for a***
281 ***period of time not to exceed five (5) years from the date of the application approval. No part of***
282 ***this motion shall override or supersede the legal requirements of state statutes governing this***
283 ***local tax exemption, under New Hampshire RSA 72: 80-83, which provides for the due process***
284 ***and impartial review procedures required by both the applicant and the granting governing***
285 ***body. Once enacted, this exemption shall remain in effect for a period of five (5) years, at which***
286 ***time a motion to extend shall be required by the Town Council, if so desired. A. Walczyk***
287 ***seconded the motion.***

288

289 D. Boutin: I am sympathetic to Councilor Lapierre's motion. My concern is listing the existing lots. Will
290 EDAC come back to the Council with additions? We should just adopt the RSA and ask Councilor
291 Lapierre to take the list of parcels out of his motion.

292

293 N. Williams: The Committee identified properties with barriers to development. They have been on the
294 market for many years.

295

296 M. Barrett: We don't want to give away tax revenue on highly valuable lots.

297

298 Chair Sullivan: What is the process for adding to this list?

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299

N. Williams: It would be a motion and vote of the Town Council.

301

C. Karolian: This is commercial and industrial property, correct? This is a list of 17 properties without addresses and locations. I don't have time to go into the tax map to look them up. It would be most beneficial to have a map to look at, not rattling off a list of 17 in a motion without locations. It is difficult, looking at a map to see the future of commercial and industrial property hopefully, being developed.

306

Chair Sullivan: Next time, a map should be included with the Staff Report.

308

C. Karolian: Did we go through the list?

310

Chair Sullivan: Yes.

312

T. Tsantoulis: Why was this tabled in October?

314

Chair Sullivan: Two members of EDAC owned two of the properties on the list. They recused themselves from the second vote.

317

N. Williams: The Town Council may add or remove parcels.

319

Roll Call Vote #8

321

R. Lapierre Aye

322

R. Duhaime Aye

323

T. Tsantoulis Aye

324

A. Walczyk Aye

325

J. Durand Nay

326

C. Jones Nay

327

D. Boutin Aye

328

C. Karolian Nay

329

J. Sullivan Aye

330

Voted in favor (6-3)

331

Chair Sullivan: I would ask that we move up item 17.3 under New Business. Kathie Northrup, Chair of the Heritage Commission, wants to comment on this.

334

R. Lapierre: I would ask that we move up item 17.7 after that.

336

Lilac Bridge Memorial Landscaping – Approve of Award of Landscaping Contract to Blue Ribbon Property Improvements for \$7,250 and to Fund the Project with Public Recreation Facilities Impact Fee funds.

340

A. Garron: This is an ongoing project. Town Engineer Bruce Thomas has identified areas for monuments and landscaping. There have been some concerns about how the landscaping will take place and the pathway for vehicles.

344

B. Thomas: In planning for landscaping this area, I was told by a contractor this it should cost less than \$10,000. I requested unit-based quotes from five (5) vendors and two of them responded. Since preparing the Staff Report, I spoke with some residents in the area and with Kathie Northrup. Their

347

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7

348 input was very helpful. I learned that people hang out under the bridge and illicit activities occur. It was
 349 suggested that I put the curbing back in to deter cars parking down there. Kathie Northrup told me that
 350 maintaining flower beds has been a problem in town, so I have eliminated the flower beds and doubled
 351 the number of landscape bushes. Financially, this was a wash. I have distributed to you a revised Staff
 352 Report including these changes. For the curbing, \$4,500 has been added. We may need a removable
 353 bollard as well to keep cars off the path

354

355 ***T. Tsantoulis motioned to award the project to Blue Ribbon Property Improvements and***
 356 ***contract with them to do the work for \$12,866.00 and fund the project from the Public Recreation***
 357 ***Facilities Impact Fee account. D. Boutin seconded the motion.***

358

359 K. Northrup: The Heritage Commission approves of this project with its revisions. We are agreeable to
 360 the changes.

361

362 T. Tsantoulis: What type of curbing will you use?

363

364 B. Thomas: It will be granite curbing.

365

366 T. Tsantoulis: What about irrigation?

367

368 B. Thomas: There is a hydrant. The irrigation is there, but we would have to figure out how to pay for it.
 369 It is not part of this project. If metered, it would probably more than double the cost.

370

371 R. Duhaime: This doesn't include irrigation? You should put sleeves in under the walkways to add
 372 irrigation later.

373

374 Chair Sullivan: We could approve this now and add irrigation later.

375

376 C. Karolian: The balance in this account is \$123,376.29. It would make sense to install the irrigation
 377 now. I suggest we table this until we get an estimate for the irrigation cost. Will the lilac bushes be
 378 purple?

379

380 B. Thomas: Yes, they are purple.

381

382 Chair Sullivan: The lilacs are free – from the Governor's Lilac and Wildflower Commission.

383

384 C. Karolian: We should get the cost of irrigation before acting on this.

385

386 ***C. Karolian motioned to table this item. J. Durand seconded the motion.***

387

388 A. Garron: I just want to point out that, if this project goes over \$15,000, and it most likely will, an RFP
 389 will be needed.

390

391 Chair Sullivan: We could waive the rules.

392

393 C. Karolian: The Town Engineer, performing his due diligence, would get two or three costs anyway.

394

395 **Roll Call Vote #9**

396 ***J. Durand Aye***

397

398 **D. Boutin Aye**
 399 **C. Jones Aye**
 400 **R. Duhaime Aye**
 401 **C. Karolian Aye**
 402 **A. Walczyk Nay**
 403 **T. Tsantoulis Aye**
 404 **R. Lapierre Nay**
 405 **J. Sullivan Aye**
 406 **Voted in favor (7-2).**

407
 408 **New Hooksett Fire Chief Contract**
 409

410 ***D. Boutin motioned to authorize the Town Administrator and the Council Chair to sign the new***
 411 ***Fire Chief's contract. T. Tsantoulis seconded the motion.***
 412
 413

414 **Roll Call Vote #10**
 415 **C. Karolian Nay**
 416 **T. Tsantoulis Aye**
 417 **R. Lapierre Aye**
 418 **C. Jones Aye**
 419 **D. Boutin Aye**
 420 **J. Durand Nay**
 421 **A. Walczyk Aye**
 422 **R. Duhaime Nay**
 423 **J. Sullivan Aye**
 424 **Voted in favor (6-3).**
 425

426 R. Lapierre: Point of order. We need to take up the Consent Agenda, item 11.1.
 427
 428

429 **CONSENT AGENDA**
 430

431 **Donation of \$500.00 from Donald E. Duval to Fire-Rescue**
 432

433 ***T. Tsantoulis motioned to approve the donation of \$500.00 from Donald E. Duval to Fire-Rescue.***
 434 ***D. Boutin seconded the motion.***
 435

436 **Roll Call #11**
 437 **T. Tsantoulis Aye**
 438 **R. Lapierre Aye**
 439 **J. Durand Aye**
 440 **C. Jones Aye**
 441 **C. Karolian Aye**
 442 **A. Walczyk Aye**
 443 **R. Duhaime Aye**
 444 **D. Boutin Aye**
 445 **J. Sullivan Aye**
 446 **Voted unanimously in favor (9-0).**
 447
 448
 449

TOWN ADMINISTRATOR'S REPORT

A. Garron: We have received questions for the Fire-Rescue Department regarding inspection backlog and the hydrant issue at Turf Depot, so I would like to have our new Fire Chief address these.

Fire Chief Colburn: Mr. Tewksbury has been promoted to Administrative Captain – Fire Protection, so he will begin working the inspection backlog on Monday. If the council wishes, we can provide progress reports throughout the summer. We plan to finish by the end of the summer.

R. Duhaime: How many do you have in the backlog?

Fire Chief Colburn: We have about 60 inspections to do for Place of Assembly permits. A couple of big, labor-intensive plan reviews have been pushed off, Dartmouth being one of them, so we are good with plan reviews. We have a week or two of backlog, which has been the normal level during my 21-year career.

Chair Sullivan: I have heard that you have 800 inspections to do.

Fire Chief Colburn: We do multiple types of inspections. Anything new has a plan review and an inspection. We have 110 Place of Assembly inspections every year. We also have sprinkler systems, oil burners, and foster care of both children and adults. We are required to do adult foster care inspections every three years, but a new inspection is required for each new placement. We now have 80 of these new adult placements to do. All existing buildings must be inspected as well. The priority now is Place of Assembly inspections.

Chair Sullivan: Some members, including myself, have questions regarding hydrant requirements for the Turf Depot property. There are existing hydrants not far away.

Fire Chief Colburn: All of this is driven by the State Fire Code. The business is required to provide water flow on the property. This is referred to as a yard hydrant. During the plans review, both for Life Safety and Sprinklers, this was explained, and the owner and the contractor signed off. Apparently, there was some confusion. I had a good conversation with the owner. Because of frost, I offered to work on a plan to install the yard hydrant in the spring. He is planning a second phase of development in the spring. The owner said he would prefer to just install the yard hydrant to avoid an issue with the CO. There are existing hydrants on the street, but they aren't accessible in the winter when there is snow.

T. Tsantoulis: Doesn't Manchester Water Works clean out its hydrants?

Fire Chief Colburn: Yes, they do, but the Fire Department Connection(FDC) needs to be on the front of the building, and the code requires that a hydrant be on the property. The property owner has the option and right to appeal to the State Fire Marshall. There is a challenge process.

T. Tsantoulis: Is this required by the State?

Fire Chief Colburn: Yes, it is.

D. Boutin: I want to see a copy of the code. Code isn't regulation or law. I am disturbed that there are three hydrants already there, and the owner was required to install a fourth. You have the authority to be flexible. Why are you making them put in another one? This is a steel building with a sprinkler

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500 system. There is a hydrant in the back which could reach every corner of the building. You are scaring
 501 businesses from coming to town. The biggest complaint I hear all of the time is about the Fire
 502 Department – the lack of getting inspections done and overregulating. We cannot continue this. You are
 503 going to send businesses out of town. Maybe you don't care, but the taxpayers do.

504
 505 Fire Chief Colburn: We can't be inconsistent with the code. The town will get into litigation and
 506 challenges.

507
 508 D. Boutin: There are a lot of properties in Hooksett – not old buildings – with no hydrants. The Fire
 509 Department hasn't been consistent. I heard that Turf Depot wasn't given the opportunity to appeal. I
 510 don't care about the Fire Marshall. You went way overboard and cost the owner a lot of money.

511
 512 Chair Sullivan: We have to come up with a way to avoid this happening again.

513
 514 D. Boutin: I believe in the Life Safety Code, but it needs to be rationally enforced. This was a poor
 515 decision.

516
 517 Fire Chief Colburn: Hooksett has not adopted the NFPA. Local regulations can be different, but they
 518 must be more stringent than the State code.

519
 520 D. Boutin: I want the Chief to provide all of us with copies of the code and come back to the next
 521 Council meeting.

522
 523 Chair Sullivan: Two weeks might be needed for this.

524
 525 R. Lapierre: Chief, can you tell me the name of the code?

526
 527 Fire Chief Colburn: It is the NFPA #1.

528
 529 C. Karolian: Congratulations on your new position as Chief. My nay vote was not against you; it was
 530 against the contract. I looked up this property on Eastpoint Drive. There is one hydrant 16 feet from the
 531 southeast corner owned by Manchester Water Works. The new one is ten feet off the southwest corner
 532 at the front of the building, and there is another hydrant across the street. The front hydrant feeds off
 533 the back one. Does the Code require a yard hydrant for all commercial and industrial structures?

534
 535 Fire Chief Colburn: Yes, and our FDC is part of the sprinkler system, so that the Fire Department can
 536 boost the sprinklers. We might have only one or two vehicles responding to a fire as compared with a
 537 city like Manchester which may have several. All controls – the FDC, the fire panel, the Knox box –
 538 have to be together and in the front of the building.

539
 540 C. Jones: Why are you beating up on the Fire Chief? He just started in the position, and he has over 20
 541 years of experience. I was a fire inspector and am probably the only one on the Council with fire
 542 experience. The owner's dispute is with the State Fire Marshall.

543
 544 R. Duhaime: You have 1,000 feet of hose on the truck, right?

545
 546 Fire Chief Colburn: Yes.

547
 548 R. Duhaime: So, you have to be close to boost the sprinkler pressure, right?

549

550 Fire Chief Colburn: Yes.

551

552 R. Duhaime: Even though there are three hydrants right there, the owner had to install a fourth one.
553 There is a new development with four buildings and only one yard hydrant.

554

555 Fire Chief Colburn: They worked with us when setting up the sprinkler system so that one yard hydrant
556 serves all four buildings and satisfies the Code.

557

558 D. Boutin: I want to respond to what Councilor Jones said. I did fire inspections in a community twice
559 the size of Hooksett for many years. And, I have served in the State Senator and worked often with the
560 Fire Marshall.

561

562 C. Jones: Then you should know how the Fire Marshall works. The confusion seems to be because it
563 looks like there are three hydrants available, but they are on town property, not the owner's property.

564

565 A. Garron: I want to be clear about expectations. Is the goal to make changes or to have a better
566 understanding? Our employees are doing their jobs well; I know this because of their performance
567 reviews. The Code is a lot of material. Do you want the whole Code?

568

569 D. Boutin: No, just this part.

570

571 Chair Sullivan: The Councilors can read the Code and address their questions to Mr. Garron.

572

573 Fire Chief Colburn: I just want the Councilors to be aware that the only way to make changes to the
574 Code is through legislation.

575

576 A. Garron: I would ask that this be on the agenda for the second meeting in April to allow time to
577 prepare.

578

579 C. Karolian: Since this may come up in item 17.4, I would like to know how long a driveway can be
580 before needing a turnaround.

581

582 Fire Chief Colburn: That is over 150 feet, and there are grading requirements.

583

584 C. Karolian: Does anyone know how long the driveway is for the private road called Starlight Drive?

585

586 Fire Chief Colburn: I have no idea.

587

588 C. Karolian: What type of turnaround is required or allowed?

589

590 Fire Chief Colburn: It can be a T, a cul-de-sac or a modified Y.

591

592 C. Karolian: I am concerned that the owners won't know about this requirement.

593

594 Fire Chief Colburn: We have provided the Building Department with a 'cheat sheet' for this, so the
595 homeowners will be informed.

596

597 A. Garron: COVID cases are at 15, down from 26 two weeks ago. Cases are increasing, but at a
598 decreasing rate. The Governor's travel policy now coincides with that of Public Health and the CDC.
599 Domestic travel restrictions have been lifted.

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J. Durand: Does this change the travel policy for employees? If so, I will make a motion.

D. Fitzpatrick: The restriction for domestic travel has been lifted. International travel, including Canada, and cruising still require a quarantine period upon return. The exception for those 14 days past their second shot of Moderna or Fizer now includes those who are 14 days past a Johnson & Johnson shot.

J. Durand motioned to amend the travel policy as presented, effective March 16, 2021. C. Karolian seconded the motion.

Roll Call Vote #12

D. Boutin Aye
A. Walczyk Not present
J. Durand Aye
C. Karolian Aye
R. Lapierre Aye
T. Tsantoulis Aye
R. Duhaime Aye
C. Jones Aye
J. Sullivan Aye

Voted unanimously in favor (8-0).

A. Garron: Letters were sent to the owner of the logging equipment on Corriveau Drive, both certified and regular mail. The Certified letter was returned and the other one came back opened. I asked for legal clarification and was told that, since the paper streets are now Town rights-of-way, the police can plan to have the equipment removed. They will make plans for a tow company to remove the large vehicles and take them to the DPW. There will be no storage costs, and they will be easy to move from there, if and when necessary.

J. Durand: We could charge storage costs.

Chair Sullivan: I like that idea.

A. Garron: At a minimum, there will be removal costs.

A. Garron: I had a call from the Office of Congressman Pappas, informing me of a possible grant. The program targets shovel-ready projects, and our sewer/water project for Exit 10 & 11 is a prime project. Bruce Thomas and David Mercier, our consulting engineer, have prepared a letter describing the project. We will see if we make the list.

A. Garron: We have made the final payment on the Lilac Bridge fine, a portion of which was waived because of our good effort.

A. Garron: The American Legion is preparing for Memorial Day and is still debating about whether or not to have a parade. The Council will probably be asked for advice and input.

A. Garron: The Library is now open for public browsing.

A. Garron: My final item is about the wage study. With Donna Fitzpatrick's help, we have put together an RFP. The project will be awarded on April 14th, and the consultant's findings will be complete by June 23rd. We want the study done as we begin budget preparation.

PUBLIC INPUT

Don Winterton, 10 Prescott Heights Road: I would like to give you some information you probably don't know. The case of Valentino versus Hooksett was decided by the State Supreme Court on October 21, 2020. Ms. Valentino was challenging the town's plan to put parking spaces in a public way. The case was decided in favor of Hooksett and Ms. Valentino challenged the decision multiple times. In the last challenge, the judge found there was no reversible error. From a Right-to-Know request. I learned that the Town's legal fees totaled \$43,218.00, not including the time of our employees. We incurred another \$29,317.00 in other legal fees, for a total of about \$70,000. This bothers me because it represents ten years of my property taxes

NOMINATIONS AND APPOINTMENTS

Chair Sullivan nominated Peter Stoddard to the Economic Development Advisory Committee.

D. Boutin nominated Scott Evans to the Parks & Recreation Advisory Board.

C. Karolian: We are supposed to have five full members and two alternates on the Recycle & Transfer Committee. We have only three full members and two alternates.

N. Germain: I will talk with the Chair about making the alternates full members.

OLD BUSINESS

2021 MS-232 Report of Appropriations Actually Voted totaling \$22,818,295

J. Durand motioned to sign the "2021 MS-232 Report of Appropriations Actually Voted" totaling \$22,818,295. C. Karolian seconded the motion.

Roll Call Vote #13

C. Karolian Aye

D. Boutin Aye

T. Tsantoulis Aye

R. Lapierre Aye

A. Walczyk Aye

R. Duhaime Aye

J. Durand Aye

C. Jones Aye

J. Sullivan Aye

Voted unanimously in favor (9-0).

Create Trust Fund for Hooksett's Bicentennial Celebration

Chair Sullivan motioned to establish a trust fund under RSA 31:19 for the purpose of Hooksett's Bicentennial Celebration. D. Boutin seconded the motion.

700 Chair Sullivan said this is like the K-9 trust fund.

701

702 **Roll Call Vote #14**

703 ***R. Duhaime Aye***

704 ***J Durand Aye***

705 ***C. Jones Aye***

706 ***R. Lapierre Not present***

707 ***A. Walczyk Aye***

708 ***D. Boutin Aye***

709 ***C. Karolian Aye***

710 ***T. Tsantoulis Aye***

711 ***J. Sullivan Aye***

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

713

714 **NEW BUSINESS**

715

716

717 **Granite State YMCA / YMCA of Downtown Manchester MOU with Town of Hooksett / SAU 15**

718

719 This item was moved up during **SCHEDULED APPOINTMENTS.**

720

721

722

723 **Economic Development Advisory Committee - RSA 72:80-83 Commercial and Industrial**

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755 **Town Personnel Plan Updates**

756

757 ***D. Boutin motioned to approve the Town Personnel Plan updates as presented, effective March***
 758 ***24, 2021. T. Tsantoulis seconded the motion.***

759

760 **Roll Call Vote #16**

761 ***A. Walczyk Aye***

762 ***R. Lapierre Not present***

763 ***C. Jones Aye***

764 ***R. Duhaime Aye***

765 ***J. Durand Aye***

766 ***C. Karolian Aye***

767 ***T. Tsantoulis Aye***

768 ***D. Boutin Aye***

769 ***J. Sullivan Aye***

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

771

772 **Town Council Rules of Procedures - Council Chair Discussion of Proposed Amendments**

773

774 ***Chair Sullivan motioned to move the first PUBLIC INPUT session closer to the beginning of the***
 775 ***meeting. D. Boutin seconded the motion.***

776

777 Chair Sullivan: Sometimes people wait for a long time to speak. With this plan, we would have one
 778 session near the beginning of the meeting and one at the end.

779

780 **Roll Call Vote #17**

781 ***T. Tsantoulis Aye***

782 ***C. Jones Aye***

783 ***R. Duhaime Aye***

784 ***A. Walczyk Aye***

785 ***R. Lapierre Not present***

786 ***C. Karolian Aye***

787 ***J. Durand Aye***

788 ***D. Boutin Aye***

789 ***J. Sullivan Aye***

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

791

792 Chair Sullivan: This may not need a motion, but I am looking for consensus about moving items up on
 793 the agenda. I want to be sure that the Council members are agreeable to doing this at times.

794

795 Chair Sullivan: I would like to make a change to Section 10 on page 70, allowing people to speak even
 796 if they are not on the docket. It says this may be allowed by the Chair; I would like it to be the Chair **and**
 797 the consensus of the members.

798

799 ***Chair Sullivan motioned to change Section 10 on page 70 of the Town Council Rules of***
 800 ***Procedure, allowing the Chair, with the consensus of the Councilors, to grant people not on the***
 801 ***docket permission to speak. D. Boutin seconded the motion.***

802

803 **Roll Call Vote #18**

804 **J. Durand Aye**
 805 **R. Lapierre Not present**
 806 **C. Karolian Aye**
 807 **D. Boutin Aye**
 808 **C. Jones Aye**
 809 **T. Tsantoulis Aye**
 810 **A. Walczyk Aye**
 811 **R. Duhaime Aye**
 812 **J. Sullivan Aye**
 813 **Voted unanimously in favor (8-0).**

814
 815 **New Hooksett Fire Chief Contract**

816
 817 This item was taken up earlier in the meeting.
 818
 819

820 **APPROVAL OF MINUTES**

821 **Public: 02/06/2021 Special Meeting**

822
 823 **Public: 02/10/2021**

824
 825 **Public: 03/10/2021**

826
 827 **Public: 02/24/2021**

828
 829 **Non-Public: 02/10/2021 #2 unsealed**

830
 831 **Non-Public: 02/10/2021 #1**

832
 833 **Non-Public: 02/24/2021 #1**

834
 835 **Non-Public: 02/24/2021 #2**

836
 837 **Non-Public: 03/10/2021**

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 848 **T. Tsantoulis motioned to approve the minutes of the 02/06/2021 Special Meeting; the 02/10/2021**
 849 **Public Meeting; and the 03/10/2021 Public Meeting. D. Boutin seconded the motion.**

850
 851 A. Walczyk made a correction to line 27 of the February 06, 2021 Special Meeting minutes.
 852 Adjournment was at 10:27 am, not 10.27 pm.

853
 854 **Roll Call Vote #19**

855 **C. Jones Aye**

856 **C. Karolian Aye**

857 **R. Lapierre Aye**

858 **R. Duhaime Aye**

859 **A. Walczyk Aye**

860 **J. Durand Aye**

861 **T. Tsantoulis Aye**

862 **D. Boutin Aye**

863 **J. Sullivan Aye**

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

865
 866 **T. Tsantoulis motioned to approve the minutes of the 02/24/2021 Public Meeting. D. Boutin**
 867 **seconded the motion.**

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J. Durand: I have one correction submitted by Councilor Karolian. Lines 370, 371 & 372 should read as follows:

Since I was the one that made the motion requesting that it get moved up and I was the one who made the motion to release, I would like to explain.

There was no disrespect meant towards any people here, I felt that after receiving our correspondence, and other attorney's correspondence, to be honest with you, I thought it was going to be a "no brainer" and that we were going to move forward. That's why I wanted to expedite it, to save you folks the time from having to sit through until towards the end of the meeting. That was my intent. I thought after receiving the information we had, it was going to go in a certain direction. No ill intent, and you folks obviously know where I stand on this issue.

Roll Call Vote #20

R. Lapierre Aye
R. Duhaime Aye
T. Tsantoulis Aye
A. Walczyk Aye
J. Durand Aye
C. Jones Aye
D. Boutin Aye
C. Karolian Aye
J. Sullivan Aye

Voted unanimously in favor (9-0).

R. Lapierre motioned to approve the minutes of non-public sessions 02/10/2021 #2 (unsealed); 02/10/2021 #1; 02/24/2021 #1; 02/24/2021 #2; and 03/10/2021. T. Tsantoulis seconded the motion.

Roll Call Vote #21

J. Durand Aye
D. Boutin Aye
C. Jones Aye
R. Duhaime Aye
C. Karolian Aye
A. Walczyk Aye
T. Tsantoulis Aye
R. Lapierre Aye
J. Sullivan Aye

Voted unanimously in favor (9-0).

SUB-COMMITTEE REPORTS

R. Duhaime: The ZBA did approve the Exit 11 variance. The plan then went to Planning. I also want to ask when we can meet in the chambers again.

A. Garron: The mask requirement is still in place, as is the distancing requirement. When those change, we can consider that. Also, I would like to replace the tables in the chambers.

C. Karolian: I agree with the Town Administrator about being able to spread out. It's mostly for the public, when we have public recognitions.

917 J. Durand: The Assessors met and we acted on several abatement requests.

918

919 Chair Sullivan: The Heritage Commission met with Mr. Garron and Dana Pendergast. There is an old
920 barn that came down without following the proper procedure. A small fine will probably be imposed. We
921 had a good discussion at the EDAC last Wednesday on what Nicholas Williams presented tonight. We
922 discussed creative, re-adaptive uses of the big box stores, outside of the traditional uses. We also
923 discussed more conducive and welcoming approaches to working with the developers. CEO Dana
924 Pendergast will be in the middle of all of them. We considered branding, similar to what Londonderry
925 does with branding their town – Business is good; life is better.

926

927 T. Tsantoulis: We need some nominations for the Hooksett Youth Achiever Award.

928

929 C. Karolian: At the Recycling and Transfer Committee meeting, we discussed new barrels and trash
930 pickup at Berry Hill. My understanding is that the residents voted last night about trash pickup. The
931 DPW has ordered 400 trash receptacles, and other private HOAs are coming on board. We discussed
932 the front-end loader. Some new equipment is needed. They are fully staffed now, but could use some
933 part-time help on Saturday mornings.

934

935 A. Walczyk: At the Parks & Rec Committee meeting, we learned that the footings for the Pavilion will be
936 set in mid-April. They need at least a month to cure, so construction may start in mid-May. We are
937 working on the sign restoration at Donati Park. We will be replacing 11 signs and adding five new ones.
938 These will cost between \$3,000 and \$4,000. We will also be planting five trees. We welcomed a new
939 member, Nathan Duplessis.

940

941 Chair Sullivan: Christine Soucie will be providing guidance on budget preparation for the Bicentennial
942 Celebration Especially during the four days when the Vietnam Moving Wall is here, we may need help
943 from Police, Fire and Public Works.

944

945 **ADJOURNMENT**

946

947 ***D. Boutin motioned to adjourn at 9:22 pm. C. Karolian seconded the motion.***

948

949 **Roll Call Vote #22**

950 ***C. Karolian Aye***

951 ***T. Tsantoulis Aye***

952 ***R. Lapierre Aye***

953 ***C. Jones Aye***

954 ***D. Boutin Aye***

955 ***J. Durand Aye***

956 ***A. Walczyk Aye***

957 ***R. Duhaime Aye***

958 ***J. Sullivan Aye***

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

960

961 Respectfully submitted,

962 *Kathleen Donnelly*

963 Kathleen Donnelly

964 Recording Clerk

965

966

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