



AGENDA

Town of Hooksett Town Council

Wednesday, May 12, 2021 at 6:00 PM

A meeting of the Town Council will be held Wednesday, May 12, 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**
7. **SPECIAL RECOGNITION**
 - 7.1. Hooksett Municipal Employee - New Hire
8. **PUBLIC INPUT - 15 MINUTES**
9. **SCHEDULED APPOINTMENTS**
10. **CONSENT AGENDA**
 - 10.1. \$100.00 check from HealthTrust to the Town of Hooksett for the 2020 Wellness Coordinator Stretch Goal Earning Incentive per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000. 3
[Staff Report - SR-21-016 - Pdf](#)
11. **TOWN ADMINISTRATOR'S REPORT**
12. **NOMINATIONS AND APPOINTMENTS**
13. **BRIEF RECESS**
14. **OLD BUSINESS**
 - 14.1. Town Council Rules of Procedures - Amend for Scheduled Appointments 5 - 6
[Staff Report - SR-21-070 - Pdf](#)
15. **NEW BUSINESS**
 - 15.1. CARES Act Election Grant 7 - 10
[Staff Report - SR-21-071 - Pdf](#)
 - 15.2. Motion to accept NH Dept of Safety, Homeland Security and Emergency Management Performance Grant (EMPG) in the amount of \$4,000 for the Local Emergency Operations Plan Update Project per RSA 31:95-b III(b) with a \$4,000 match from the Town for a total project cost of \$8,000, and to authorize the Town Administrator to sign all documents related to the grant. 11 - 20
[Staff Report - SR-21-066 - Pdf](#)

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

15.3.	Street Name Approval Request for Private Drive named Kappa Court off Benton Road. Staff Report - SR-21-067 - Pdf	21 - 23
15.4.	Purchase of Auto Truck Staff Report - SR-21-072 - Pdf	25 - 31
16.	APPROVAL OF MINUTES	
16.1.	Public: 04/21/2021 Special Meeting TC Minutes 04212021	33 - 34
16.2.	Public: 04/28/2021 TC Minutes 04282021	35 - 49
16.3.	Non-Public: 04/28/2021	
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.

Town Council STAFF REPORT



To: Town Council
Title: \$100.00 check from HealthTrust to the Town of Hooksett for the 2020 Wellness Coordinator Stretch Goal Earning Incentive per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000.
Meeting: Town Council - 12 May 2021
Department: Administration
Staff Contact: Donna Fitzpatrick, Human Resource Coordinator

BACKGROUND INFORMATION:

HealthTrust provides healthcare coverage to New Hampshire public sector employees. The Town of Hooksett ("Town") contracts with HealthTrust for the Town's medical (Anthem) and dental (Delta) coverage. As a HealthTrust member, they provide a baseline & monitor our wellness stretch goals. Those stretch goals achieved by our Town result in earning incentives.

Hooksett achieved the 2020 stretch goal of our insured members increase in registering for the HealthTrust "secure enrollee portal". The portal is important as this allows HealthTrust to communicate health & account information for Town insured employees and their family members instantly vs. via US Postal mail. Our baseline set by HealthTrust was for 79 (out of up to 299 eligible participants). The Town 2020 actual exceeded that baseline with 96 registered for the portal and this resulted in an earning incentive of \$100.00.

FINANCIAL IMPACT:

Wellness Campaign costs are taken out of Administration Wellness Account #001-000.220.029.000.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Accept \$100.00 check from HealthTrust to the Town of Hooksett for the 2020 Wellness Coordinator Stretch Goal Earning Incentive per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000.

SUGGESTED MOTION:

Accept \$100.00 check from HealthTrust to the Town of Hooksett for the 2020 Wellness Coordinator Stretch Goal Earning Incentive per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000.

Town Council STAFF REPORT



To: Town Council
Title: Town Council Rules of Procedures - Amend for Scheduled Appointments
Meeting: Town Council - 12 May 2021
Department: Administration
Staff Contact: Donna Fitzpatrick, Human Resource Coordinator

BACKGROUND INFORMATION:

The Town Council Rules of Procedures was last updated 04/14/2021. These rules are now recommended by the Council Chair for the following amendments (underlined):

- Added #5 to streamline process under one agenda item (vs. 1-scheduled appointment + 2-new business)
- Added #6 for time sensitivity for Board & Committee members and non-Town employees (vs. having them wait for their respective items on the agenda after Town employee presentations)
 - a. Scheduled Appointments
 1. A scheduled appointment shall have one person as a speaker when possible and follow the rules for addressing the Council.
 2. A scheduled appointment shall not exceed 15 minutes to address the Council unless the Council votes to extend.
 3. Applicants for Board and Committee positions shall be invited to attend a Council meeting as a scheduled appointment to state their interest. This meeting shall be either prior to or on the same night of their nomination.
 4. Boards and Committees shall meet at minimum once a year as a scheduled appointment to provide an overview of their activities and member attendance reports.
 5. Board & Committee and non-Town employee items for presentation and/or items requiring action of the Council will be placed under Scheduled Appointment.
 6. Town employee items for presentation and/or items requiring action of the Council will be placed under New Business/Old Business

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

If amendments approved by Council, this will change current process of agenda items in favor of time sensitivity for Board & Committee members and non-Town employees.

RECOMMENDATION:

Approve amendments to the Town Council Rules of Procedures as presented.

SUGGESTED MOTION:

Motion to approve amendments to the Town Council Rules of Procedures as presented.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council STAFF REPORT



To: Town Council
Title: CARES Act Election Grant
Meeting: Town Council - 12 May 2021
Department: Town Clerk's Office
Staff Contact: Todd Rainier, Town Clerk

BACKGROUND INFORMATION:

Town of Hooksett has received \$31,686.19 in a grant from CARES Act funds to assist in offsetting the expense of postage and labor to provide and process absentee ballots to voters for the fall 2020 federal elections. See attached for use of CARES Act funds.

In the final analysis, Town of Hooksett has realized a substantial surplus of funds accepted from the CARES Act election grant. In adherence to the contract agreed upon by Council for usage of the grant funds, it is the recommendation of Town Clerk, Todd Rainier and Finance Director, Christine Soucie to disburse a portion of the excess funds in the form of a one-time bonus to certain elected officials in an effort to recognize their selfless contribution of time and effort to positively impact the absentee ballot process during the fall 2020 election cycle.

The elected officials for consideration of this bonus worked in one or more of the following areas: Absentee ballot pre-processing, absentee ballot mailing, absentee ballot handling, planning and scheduling for pre-processing sessions, acceptance of absentee ballot requests from voters, and other duties directly related to absentee ballots.

Discussion:

One-time bonus for the following officials:

Town Clerk	1,500.00
Moderator	500.00
Assistant Moderator	500.00
*Town Council	500.00

- Councilor Walczyk, Sullivan, Boutin, Tsantoulis, Lapierre, Duhaime.

FINANCIAL IMPACT:

Town received \$31,686.19 from the CARE Act for election processing and spent \$22,938.24. The balance of \$8,747.95 can be used cover these one-time bonuses totaling \$5,382.50 (\$5,000.00 in bonuses and \$382.50 in employment taxes). Any amount remaining from the original funding will be reported as revenue to the Town and flow into the Town's Fund Balance at the end of the fiscal year.

RECOMMENDATION:

it is the recommendation of Town Clerk, Todd Rainier and Finance Director, Christine Soucie to disburse a portion of the excess funds in the form of a one-time bonus to certain elected officials in an effort to recognize their selfless contribution of time and effort to positively impact the absentee ballot process during the fall 2020 election cycle.

SUGGESTED MOTION:

Motion to approve CARES Act balance of \$8,747.95 to cover one-time bonuses totaling \$5,382.50 (\$5,000.00 in bonuses and \$382.50 in employment taxes) for the following elected officials who contributed their time and effort for the 2020 election cycle:

One-time bonus for the following officials:

Town Clerk	1,500.00
Moderator	500.00
Assistant Moderator	500.00
*Town Council	500.00

* Councilor Walczyk, Sullivan, Boutin, Tsantoulis, Lapierre, Duhaime.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur. this is an opportunity for Hooksett to recognize the tremendous effort that was made on behalf of the community. It was acknowledged by Town Council and community of how well both elections were handled and how smoothly the process went. The Cares Act Election funds allows for this use of funds as described in a letter from Orville B. Fitch II-Election Legal Counsel, Assistant Secretary of State, dated November 20, 2021.

ATTACHMENTS:

[Use of CARES Act Election sub grant funds Hooksett](#)

NEW HAMPSHIRE
DEPARTMENT OF STATE

William M. Gardner
Secretary of State



Robert P. Ambrose
Senior Deputy Secretary of State

David M. Scanlan
Deputy Secretary of State

February 1, 2021

Andre' Garron, Town Administrator
Town of Hooksett, NH
35 Main Street
Hooksett, NH 03106

Via e-mail: AGarron@hooksett.org

Town Administrator Andre' Garron:

We have been asked to provide further information on the appropriate use of sub-granted CARES Act election funds for additional absentee ballots.

The governing body, the Board of Selectmen, has authority over the decision on how to use the CARES Act reimbursed funds earned by the efforts of the town officials who sent out, received back, and processed additional absentee ballots.

The intent of the federal funds and New Hampshire's approach to the sub-grant is to provide additional resources to assist the town clerk and other election officials with the additional election related work caused by COVID-19. Many states made sub-grants which reimbursed the actual cost of, for example, hiring additional clerical staff in a clerk's office to process the additional absentee ballots. The amount reimbursed using that approach would have been just the amount the town could prove was paid out for that purpose.

The sub-granting of these federal funds was intended to encourage clerks and other local election officials to do the extra work necessary to ensure that voters requesting absentee ballots received their absentee ballots in a timely manner and that returned ballots were properly documented and processed through counting on election day. By virtually all accounts, this goal was achieved, in large part due to the clerks' extra efforts.

The Secretary of State's Office recognized that in New Hampshire, towns and cities have varied practices in terms of how clerks, clerk's staff, moderators, poll workers, etc. are paid. It is our understanding that many are paid a fixed amount, a set salary or stipend. Some are paid fees. Others are paid an hourly rate. We expected that most of these individuals would be duty bound to put in extra hours, in some cases a large number of extra hours, to do the work caused by a dramatic increase in the number of voters who chose to vote by absentee ballot.

State House Room 204, 107 N. Main St., Concord, NH 03301
Phone: 603-271-3242 Fax: 603-271-6316
TDD Access: Relay NH 1-800-735-2964
www.sos.nh.gov email: elections@sos.nh.gov

We recognized that the volume of additional absentee ballot requests and absentee ballots to be processed would be difficult to predict, making the level of additional staffing needed to handle this work difficult to predict. We also recognized that for some clerk's offices the complexity, necessary attention to detail required for this work, and that it involves data entry into the Statewide Voter Registration System, *Electionet*, would make it difficult to assign it to new temporary staff. Training and credentials are required to have access to *Electionet*.

Our accountant hired for this project, BerryDunn, found that absentee ballot processing cost an average of \$11.52 per absentee ballot issued and cast, a per ballot cost that is dramatically higher than processing regular ballots on election day. We did not want to impose a one-size-fits-all statewide requirement for how this extra work would be staffed. Our goal was to make it equally easy under the sub-grant for a clerk to work extra hours with some extra compensation or to work regular hours and hire temporary additional staff to do the extra work. The project accounting firm, BerryDunn, has advised us that their research concludes that a stipend is allowed for salaried employees.

Based on DOL and FLSA - Exempt employees are not entitled to overtime pay; however, an employer may choose to pay exempt employees extra compensation in addition to their fixed salary without jeopardizing the exempt status. As described in 29 C.F.R. §541.604, Minimum Guarantee Plus Extras: "Such additional compensation may be paid on any basis (e.g., flat sum, bonus payment, straight-time hourly amount, time and one-half or any other basis), and may include paid time off." Therefore, an exempt employee may be provided extra pay for extra work without violating the requirements of the salary basis regulation.

We developed the Statewide Standard Cost rate approach to avoid complex arrangements and record keeping by towns and cities in order to be eligible for reimbursement for the costs of the expected extra work. At this stage, the work has been done and the local officials have earned the sub-grant amount that is based on the number of additional absentee ballots in Hooksett.

The grant terms respect that the authority and responsibility rests with the local governing body to assess whether the amount of extra hours worked by a particular local official or staffer, who is paid by fixed salary or stipend, warrants using grant funds for compensation above and beyond their set salary or stipend.

Please contact me if the Secretary of State's Office can be of further assistance.

Sincerely yours,



Orville B. Fitch II
Elections Legal Counsel, Assistant Secretary of State
Secretary of State's Office
State House Room 204
107 N. Main St.
Concord, New Hampshire 03301
Bud.Fitch@sos.nh.gov
(603) 271-5335

CC: Clerk Todd Rainier

Town Council

STAFF REPORT



To: Town Council

Title: Motion to accept NH Dept of Safety, Homeland Security and Emergency Management Performance Grant (EMPG) in the amount of \$4,000 for the Local Emergency Operations Plan Update Project per RSA 31:95-b III(b) with a \$4,000 match from the Town for a total project cost of \$8,000, and to authorize the Town Administrator to sign all documents related to the grant.

Meeting: Town Council - 12 May 2021

Department: Fire and Rescue

Staff Contact: Regina Howard, Administrative Assistant

BACKGROUND INFORMATION:

The Hooksett Emergency Operations Plan is due to be updated. The last completed date was 2016. Our HSEM advised that the Town is eligible for get \$5,000 grant funding to pay a contractor to update the plan with a committee from the Town. We reached out to the available contractors and selected Hubbard Consulting who submitted a quote for \$4,000. The Town will be responsible to provide a match for that amount which will be achieved through combined employee prep and meeting hours costs.

FINANCIAL IMPACT:

\$4,000 in grant funding

RECOMMENDATION:

To accept the NH Dept of Safety, Homeland Security and Emergency Management Performance Grant (EMPG) in the amount of \$4,000 for the Local Emergency Operations Plan Update Project per RSA 31:95-b III(b) and to have Council sign a Certificate of Authority to authorize the Town Administrator to sign all associated documents

SUGGESTED MOTION:

Motion to accept NH Dept of Safety, Homeland Security and Emergency Management Performance Grant (EMPG) in the amount of \$4,000 for the Local Emergency Operations Plan Update Project per RSA 31:95-b III(b) with a \$4,000 match from the Town, acknowledging the total cost of the project will be \$8,000, and to have Council sign a Certificate of Authority to authorize the Town Administrator to sign all documents related to the grant.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[TC CERTIFICATE OF AUTHORITY -LEOP](#)
[EMPG Grant Agreement - Hooksett LEOP \\$4,000](#)

[EMPG Cover Letter - Hooksett LEOP \\$4,000](#)



Town of Hooksett

CERTIFICATE OF AUTHORITY

I, James Sullivan, Chairman of the Hooksett Town Council, do hereby certify that:

1. The Hooksett Town Council voted to accept funds from the NH Department of Safety, Division of Homeland Security and Emergency Management Program Grant, LEOP Update Project;
2. And further authorizes the Town Administrator to sign any grant documents which may be necessary for this contract;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following now occupies the office indicated above:

André L. Garron, Town Administrator

In witness whereof, I have hereunto set my hand as the Chairman the 12th day of May, 2021.

James A. Sullivan
Town Council Chairman

State of New Hampshire
County of Merrimack

On this the ____ day of _____, 2021, before me the undersigned officer, personally appeared James A. Sullivan, who acknowledged himself to be the Chairman of the Hooksett Town Council, being authorized to do so, executed this foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my signature and official seal.

Notary/Justice of the Peace

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Hooksett (VC# 177412-B002)		1.4. Subrecipient Tel. #/Address 603-485-8472 35 Main St. Hooksett, NH 03106	
1.5 Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2022	1.8. Grant Limitation \$4,000.00
1.9. Grant Officer for State Agency Robert Perocchi, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace _____ (Commission Expiration) _____			
1.14. State Agency Signature(s) By: _____ On: _____ / _____ / _____		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: _____ / _____ / _____			
1.17. Approval by Governor and Council (if applicable) By: _____ On: _____ / _____ / _____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) _____

2.) _____

3.) _____

Date: _____

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Hooksett (hereinafter referred to as “the Subrecipient”) \$4,000.00 to update the community’s Local Emergency Operations Plan (LEOP).
2. “The Subrecipient” agrees to submit quarterly progress reports within fifteen (15) days after each quarter (April 15th, July 15th, October 15th, and January 15th) until all activities associated with the grant award have been completed.
3. “The Subrecipient” agrees that the project grant period ends August 31, 2022 and that a final performance and expenditure report will be sent to “the State” by September 30, 2022.
4. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Subrecipient” shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) _____

2.) _____

3.) _____

Date: _____

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$4,000.00	\$4,000.00	\$8,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2020-EP-00005			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 040229601			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$4,000.00.
- b. "The State" shall reimburse up to \$4,000.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e., copies of invoices and cancelled checks) and proof of match from "the Subrecipient".
- c. Upon State Business Office Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2019, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

Page 5 of 6

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” will be required to provide the completed plan electronically (via email, CD or thumb drive) to the EMPG Program Manager at the completion of the project.
5. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Richard C. Bailey, Jr., Assistant Commissioner
Eddie Edwards, Assistant Commissioner



Homeland Security and Emergency Management

Jennifer L. Harper, Director
Grant M. Nichols, Assistant Director

August 20th, 2021

Chief Steve Colburn
Hooksett Emergency Management
Address 15 Legends Drive
Hooksett, NH 03106

Dear Chief Colburn:

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on 3/16/2021 for the LEOP Update Project.

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.
DO NOT PURCHASE OR INSTALL ANYTHING
OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Senior Field Representative, Julia Chase.

Thank you for your interest in the EMPG Program!

Sincerely,

Robert Perocchi

Robert Perocchi
EMPG Program Coordinator

Enclosures

cc: Julia Chase, Senior Field Representative

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964

Town Council
STAFF REPORT



To: Owner - Derek Dumas
Title: Street Name Approval Request for Private Drive named Kappa Court off Benton Road.
Meeting: Town Council - 12 May 2021
Department: Community Development
Staff Contact: Kathy Lawrence, Community Development Clerk

BACKGROUND INFORMATION:

New Construction of a Family Home with 300+ Private Drive (Kappa Court)- Street Name Approval Application has been reviewed and signed by Department heads required. Fire, Police, Public Works, Code Enforcement

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Approval for a new Private Drive of Benton Road. Owners choice of name Kappa Court.

SUGGESTED MOTION:

Motion to approve a new Private Drive to named Kappa Court

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Kappa Court - off Benton Rd](#)

STREET NAME

APPROVAL FORM

To: Hooksett Town Council

Date:

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

NAME OF DEVELOPMENT:

NAME OF DEVELOPER:

PROPOSED NAME(S)

LOCATION

DESCRIPTION

①
②

Kappa Court
Lux Lane

Benton Rd.
Benton Rd.

Private Dr

Approved by the Hooksett Town Council: _____

Date

Town Council Chair

Police Department

Fire Department

Public Works

Code Enforcement

Janet Bouchard
[Signature]
[Signature]

STREET NAME

APPROVAL FORM

To: Hooksett Town Council

Date:

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

NAME OF DEVELOPMENT:

NAME OF DEVELOPER:

PROPOSED NAME(S)

LOCATION

DESCRIPTION

Kappa Court
Lux Lane

Benton Rd.
Benton Rd.

Approved by the Hooksett Town Council: _____
Date

Town Council Chair	_____
Police Department	_____
Fire Department	Steve Colburn
Public Works	_____
Code Enforcement	_____

Town Council

STAFF REPORT



To: Town Council
Title: Purchase of Auto Truck
Meeting: Town Council - 12 May 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 Auto Truck garbage truck. This truck would replace Auto Truck 1, a 2012 Auto Truck that would be used as a trade-in. The quote provided by the vendor is provided through a Cooperative Purchasing Program as authorized by the Towns Purchasing Policy, Article 5.3.3. "No competitive bids shall be required when purchasing through a Town Council approved Cooperative Purchasing Program." The current Auto Truck is 11 years old and requires constant repairs. Its condition is deteriorating. We have reviewed options from several Sourcewell approved vendors. We have selected the offer from McNeilus. The existing Auto Truck 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 purchase the replacement Auto Truck.

FINANCIAL IMPACT:

No tax impact. \$125,000 to come from the Solid Waste Disposal Special Revenue fund and \$175,000 to come from the Automated Collection Equipment Capital Reserve.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Approve and consent the purchase of a new Auto Truck from McNeilus for the quoted price of \$302,085. This price does not include the trade-in value of the existing Auto Truck, estimated at \$55,000. The actual value will be finalized at the time of delivery and deducted from the quoted price.

SUGGESTED MOTION:

Motion to approve and consent the purchase of a new Auto Truck from McNeilus for \$302,085. This price does not include the trade-in value of the existing Auto Truck, estimated at \$55,000. The actual value will be finalized at the time of delivery and deducted from the quoted price.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Auto Truck Trade](#)
[AUto Truck WA](#)
[autotruck background info](#)
[Auto Truck Quote](#)

Evelyn Horn

Subject: FW: [EXTERNAL] Fwd: Hooksett

From: Brion Maguire <Brion@trucksandparts.com>
Date: April 29, 2021 at 1:26:31 PM EDT
To: Mark McLaughlin <Mark@trucksandparts.com>
Subject: FW: Hooksett

2013 Pete 320 -- New Way ASL

Trade value August: \$55,000
Trade value February: \$47,000

Trade Terms:

All wear items at least 50%
Tires, brakes, shoes
All functions operate as intended
All safety devices work properly
Meets DOT inspection
No active fault codes
All emissions equipment meets factory spec
Electronics/controls are factory spec
Chassis/Body are same model year
Clean title/Carfax report
All trash removed from body
Unit washed inside/outside

Brion Maguire
President
Trucks & Parts
Mobile: 610-637-6310
Office: 484 364-4322
Email: brion@trucksandparts.com
Website: www.trucksandparts.com



Equipment Expenditures Summary

Hooksett (NH)

All Dates Selected

Classification: VEHICLES

Type: GARBAGE TRUCK

Item Number Description	Labor Hrs	Labor Costs	Material Costs	Sales Tax	Total Costs	WO Count	Avg Hours Per WO	Avg Cost Per WO
SW Auto 1-12-G23053	892.75	\$17,254.12	\$168,590.8	\$0.00	\$185,844.94	187	4.77	\$993.82
Pete/New Wave								
Sub Total for Type: GARBAGE TRUCK	892.75	\$17,254.12	\$168,590.82	\$0.00	\$185,844.94	187	.03	\$993.82
Sub Total for Classification:	892.75	\$17,254.12	\$168,590.82	\$0.00	\$185,844.94	187	.03	\$993.82
VEHICLES								
Grand Totals	892.75	\$17,254.12	\$168,590.82	\$0.00	\$185,844.94	187	.03	\$993.82

SAMPLE BALLOT



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

BALLOT 2 OF 2

T. Palmer
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 ☐

494
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 Conservator 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

SUBJECT: Auto Truck Replacement Recycling and Transfer

PURPOSE: To provide information to the Town Administrator and Town Council concerning the replacement of the Auto Truck at Recycling.

BACKGROUND: Fleet Replacement Recycling and Transfer Division DPW

DISCUSSION:

- All vehicle and equipment assigned to the Department of Public Works have been reviewed and projected for replacement based on time life cycle.
 - Time life cycle is not the sole method used to determine the best time for replacement but a starting point.
 - As the vehicle/equipment become eligible for replacement based on the projected life cycle, we will review and determine;
 - first, does it need to be replaced at this time;
 - second, could or should it be kept longer if warranted (also the opposite is reviewed, if the item has or is having issues and need to be moved up in the replacement cycle);
 - third, have we spent or need to spend more on the item than it is worth, (the items replacement may be accelerated based on overall condition).
- This Auto Truck had performed well, but it now time for replacement.
 - It is 10 years old, it has 99,704 miles on the speedometer and was programed to be replaced at 10 years. At time of delivery the trade vehicle will be 11 to 12 years old.
 - At town deliberative session the warrant article for the purchase of the new Auto Truck was amend to read that the existing auto Truck would be traded as part of the purchase.. Not all Sourcewell vendors will entertain trades.
 - This vehicle has performed well but is rapidly becoming undependable.
 - It was approved by the CIP Committee, the Budget Committee, the Town Council and the Voters of Hooksett to replace this vehicle.
- Our maintenance records indicate that we have spent \$168,590 for parts and expect to spend at least another \$5,000 before it is traded. The original purchase price for the current Auto Truck was \$227,230 with an expect life of 10 years.
 - According to industry standards, most garbage truck have an expected life of 10 to 15 years (the longer life expectance is for rear loaders).
 - In our communications with the local trash collectors in the Hooksett area, the expected life here is 8 years.
- Due to the nature of this vehicle, the lead time to receive the replacement vehicle we were only able to obtain a quote for the purchase of the new vehicle without a trade value. The trade value would be determined at the time of delivery and deducted from the quoted price.
- Due to the lead time required to be placed on the council agenda and the reported price increase that would be affected on the 15th of May we will provide the quote the council at the meeting on 12 May 2021.

RECOMMENDATION: Purchase the Auto Collection Truck as quoted.

Oshkosh Corporation Classification - Restricted



McNeilus Truck and Manufacturing Inc.
941 Hemlock Road
Morgantown, PA 15443
8102860400

Model 3148: ZR Zero Radius ASL 31 yard

Quote Number: 0W5202102031555 Rev: 0

Printed: 4/29/2021

To:

Town Of Hooksett
210 West River Rd
Hooksett, NH 03106_USA
Attn:

Delivery Point:

Town Of Hooksett
210 West River Rd
Hooksett, NH 03106
USA

Unit Price:	\$ 285,988
Federal Excise Tax:	\$ -
Freight:	\$ 3,205
Surcharge	\$8,694
Ext. Warranty	\$ 4,198
Total Unit Price:	\$302,085
Quantity:	1
Extended Price:	\$302,085

Options Included in Price:

1/4" AR400 Hopper Floor
Allison 4500 - 5 year limited warranty
Center Stop Light
Extra Heavy Duty Floor (1/4)
Fire Extinguisher In Cab, 5 lb.
Fire Extinguisher, 20 lb., Body Mounted, Curb Side
Flashing Warning for Body/TG/Arm Raised
Guard, Hopper Light/Camera
Hopper Cover Panel with Brush Skirt
Hopper Wind Deflector
Hydraulic Line Cover, Under Body, Rear
Hydraulic Service Lift
Monitor Mount Center Overhead
Mudflaps, Front: Black w/McNeilus Logo
MX Protection Plan 1 Coverage + EATS 5yr/300k Miles
Remote Control Mesh with CV Driveshaft Street Side
Safety Triangle Kit In Cab
Shovel Holder on Curb Side Hopper Wall
Smart Lights, Four 4" amber flashing on Tailgate; Two Oval on Body Front
SSV9 (2017) 9" Color 6 port, 128GB SD Card, 5 Cameras
Tailgate/Curb Side Alley Camera in Reverse
Transmission / PTO Guard
Upgrade from Frame - Street Side Steel In Body Reservoir
Warning Light and Buzzer, Low Hydraulic Oil
XWear Overlay on Packer Shoes and Track
ZR Zero Radius Arm, 12 ft. Reach
Chassis: 20 FPS - Peterbilt 520 DSL Spec

Quantity Discount
Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.
Freight Charges
Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transit.
Specifications
All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.
Special Options
Special options are subject to Engineering application approval.
Taxes
No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.
Terms & Conditions
This quotation assumes and is subject to the standard terms and conditions of London Machinery, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.
Cancellation
See Terms and Conditions referenced above.

This quotation is valid until 06/05/2021. Any order is contingent upon acceptance by McNeilus Companies, Inc.

By signing and returning this document, you are indicating that you have read and approved the above specification.

THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS PRACTICABLE.

Authorized Signature

Date

**Town of Hooksett
Town Council Special Meeting Minutes
Wednesday, April 21, 2021**

The Hooksett Town Council met on Wednesday, April 21, 2021 at 5:00 in the Hooksett Municipal Building.

SPECIAL TOWN COUNCIL MEETING

This meeting is open to the public. However, this will be a **virtual Zoom software platform** meeting. See cover sheet to this agenda for instructions on how to participate in this Zoom meeting. Also, the Public is encouraged to send their comments about items on this agenda to the Town Council via kdonnelly@hooksett.org until Noon on April 21, 2021.

Regularly scheduled Town Council meetings provide for public input. Since this is a special meeting, there will be no public input.

CALL TO ORDER

Chair Sullivan called the meeting of 21 Apr 2021 to order at 5:03 pm.

PROOF OF POSTING

Human Resource Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL

In Attendance: Councilor James Sullivan, Councilor Randall Lapierre, Councilor David Boutin, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk

Absent: Councilor Clifford Jones, Councilor John Durand, and Councilor Roger Duhaime

PLEDGE OF ALLEGIANCE

Chair Sullivan called for the Pledge of Allegiance.

OLD BUSINESS

NH Bond Bank Loan Agreement

C. Soucie: There was a little miscommunication on what votes were needed regarding the NH Bond Bank loan agreement. We need a second vote to authorize the town to enter into the loan agreement with the NH Bond Bank so it can sell the bond that we currently have and refinance through the Bond Bank. The original bill was \$2.5 million, authorized in 2019. The new note is the balance of that, which is \$1,670,000. The agreement is for the remaining life of the original bond. We are not extending the life of the bond, just reducing the amount of interest we have to pay.

C. Karolian: What is the current rate of interest?

C. Soucie: It is 2.55%.

C. Karolian: And the new rate can go up to 2.25%, correct?

C. Soucie: Yes. What the interest rate will be on May 5th is unknown, so the Bond Bank has set 2.25% as a maximum. They are anticipating a rate of 1.05%.

C. Karolian: Did you incur any refinancing costs?

54 C. Soucie: We incurred only the bond counsel cost of \$2,000.00.

55

56 C. Karolian: This was a TIF committee request, correct?

57

58 C. Soucie: Correct.

59

60 ***A. Walczyk motioned to authorize the Town of Hooksett to enter into the Loan Agreement with***
 61 ***the NH Municipal Bond Bank and to sell its bond to the Bond Bank and to adopt all of the***
 62 ***resolutions as presented in the loan agreement. D. Boutin seconded the motion.***

63

64 **Roll Call Vote #2**

65 ***R. Duhaime Not present***

66 ***J Durand Not present***

67 ***C. Jones Not present***

68 ***R. Lapierre Aye***

69 ***A. Walczyk Aye***

70 ***D. Boutin Aye***

71 ***C. Karolian Aye***

72 ***T. Tsantoulis Aye***

73 ***J. Sullivan Aye***

74 ***Voted unanimously in favor (6-0).***

75

76

77 **ADJOURNMENT**

78 ***D. Boutin motioned to adjourn at 5:08 pm. C. Karolian seconded the motion.***

79

80 **Roll Call Vote #3**

81 ***D. Boutin Aye***

82 ***C. Jones Not present***

83 ***A. Walczyk Aye***

84 ***J. Durand Not present***

85 ***R. Duhaime Not present***

86 ***T. Tsantoulis Aye***

87 ***R. Lapierre Aye***

88 ***C. Karolian Aye***

89 ***J. Sullivan Aye***

90 ***Voted unanimously in favor (6-0).***

91

92 Respectfully submitted,

93

94

95 Kathleen Donnelly

96 Recording Clerk

97

98

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

100

101

102

103

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, April 28, 2021**

The Hooksett Town Council met on Wednesday, April 28, 2021 at 6:00 in the Hooksett Municipal Building.

CALL TO ORDER

Chair Sullivan called the meeting of 28 Apr 2021 to order at 6:01 pm.

PROOF OF POSTING

Human Resource Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL

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

Councilor Roger Duhaime arrived at 6:04 pm.

PLEDGE OF ALLEGIANCE

Chair Sullivan called for the Pledge of Allegiance.

AGENDA OVERVIEW

Chair Sullivan: We have no public hearings and two scheduled appointments, one of which will be done remotely.

SPECIAL RECOGNITION

Hooksett Municipal Employee - New Hires

A. Garron: We have one individual ending employment and that is Joe Richards, a Highway Division Truck Driver/Laborer. We welcome Earl Lincoln as a Call Firefighter Lieutenant and Alicia Jibson, who will assume the position of Recording Clerk in May. David Nadeau has been promoted from Captain to Assistant Fire Chief, and we congratulate him.

SCHEDULED APPOINTMENTS

David Scarpetti and Bob Wiley - Town of Hooksett Sign Group

B. Wiley: We were before you in November of 2020 with a proposal for welcome signs for Hooksett. We appreciate the opportunity you gave us to go forward with the project and we are here to provide some details and an update. Several service organizations are on board with the project, including Lions, Kiwanis, Greater Rotary, Chamber of Commerce, Boy Scout Troop 292 and the Girl Scouts. They are willing to participate if they can have their logos on the sign. We are looking at two locations: Route 3 South at the Allenstown line and 28 Bypass going north by Grimard's Auto. The cost has yet to be determined and will depend upon whether the signs are located on private property or on the State right of way. The next slide is pictures of four signs in NH. Hanover's sign lists non-profits, Alton Bay promotes a private company, Keene has the Lions Club on its sign, and Londonderry's sign has separate smaller signs for non-profit logos. We are working with the Bicentennial Committee so that the new signs can be part of that. We want to promote this project on the Town website and possibly with a kick-off event. The challenge we face is working with the DOT and getting approval if the signs are on State right of ways. We also need the signs to be on level ground. State Representative Tom Walsh

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has been working on this with us. He works closely with DOT. A letter of support from the town would be helpful. Chair Sullivan has suggested a logo contest. In the meantime, we want to do something with the existing sign. It is weathered and missing some screws. We want to paint the sign, put the screws back in and paint the pole black.

A. Garron: Councilor Duhaime approached me on this subject. We know the DOT prefers dealing with towns versus private organizations. We have checked for available town land for the signs, but there is none. If a sign is in a State's right of way, they want it to be 18 to 20 feet from the white breakdown lane and to have 4 X 4 posts. The town's backing of this would go a long way toward getting it approved.

Chair Sullivan: The existing sign was made in the early 1980's.

D. Scarpetti: It was put up 38 years ago and was made by Universal Sign Works, the company doing the conceptual work for us now.

R. Duhaime motioned to have the Council endorse the plan for two signs, with civic acknowledgements, and to instruct the Town Administrator to send a letter to the appropriate state agencies, requesting approval of the location and the civic logos. C. Karolian seconded the motion.

A. Garron: What design are we looking for approval of?

Chair Sullivan: Let's do this in two steps and make that the second step.

C. Karolian: Are we looking for the letter to request a waiver?

B. Wiley: It is not a waiver request but a letter of support of the project.

D. Scarpetti: Representative Walsh has been very helpful, and I would like to have him share what he has learned.

T. Walsh, Berry Hill Road: I am happy to help out, and I knew this would not be easy. Our first request was denied, and I went to Bill Lambert, who is in charge of Traffic for the DOT. The request was denied a second time because of the possible distraction of the logos. The state follows the Manual of Uniform Traffic Control Devices, a federal publication, because they receive federal grants. They are okay with towns designing their own signs, but they do not want logos of town organizations on the sign. The signs of other towns with the logos of non-profits on them are not in the State right of ways. Just up the road is a town with engraved teddy bears and promotion of Bear Brook State Park. I'm checking on that next.

C. Karolian: What is the cost for each sign? Will these organizations be contributing or will the town be paying?

B. Wiley: It is about \$2,000 per sign.

D. Scarpetti: The non-profits would like something with their seal on it. The size of the State right of ways varies greatly.

99 A. Walczyk: Thank you for putting this together and coming in. Is it accurate to say that, without the
100 logos, it could easily be done? Will this be a problem with the nonprofit organizations if the logos are
101 not allowed?
102

103 B. Wiley: I will check with them to see how they feel. There are other costs, such as maintenance, and
104 we would like to place a couple more signs. These are not financially wealthy organizations.
105

106 D. Scarpetti: The non-profit logos would be removable. I am a member of the EDAC, and a few years
107 ago, we discussed branding for the town. Chair Sullivan suggested having a contest to come up with a
108 slogan. The Town Council could help with the contest.
109

110 C. Karolian: I wish to withdraw my second of the motion.
111

112 ***T. Tsantoulis seconded the motion.***
113

114 Chair Sullivan: We should pass this motion and then attempt to get a waiver. We can let the non-profits
115 know if we are successful or not and proceed from there.
116

117 B. Wiley: I agree with that.
118

119 C. Karolian: What is the size of these signs?
120

121 D. Scarpetti: They are 53" by 60" by 75".
122

123 Chair Sullivan called for a roll call vote on the motion to endorse the signs project.
124

125 ***Roll Call Vote #2***

126 ***R. Duhaime Aye***

127 ***J Durand Aye***

128 ***C. Jones Aye***

129 ***R. Lapierre Aye***

130 ***A. Walczyk Aye***

131 ***D. Boutin Aye***

132 ***C. Karolian Aye***

133 ***T. Tsantoulis Aye***

134 ***J. Sullivan Aye***

135 ***Voted unanimously in favor (9-0).***
136

137 **NH Department of Environmental Services - Well Assessment; Uranium, Radon, etc.**
138

139 A. Garron: You will remember that some testing of wells was done in the Prescott Heights area last
140 year. The results showed high levels of uranium in the well water and some thought it to be the result of
141 blasting in that area. However, it was determined that the uranium is naturally occurring, though
142 radioactive, and not a result of blasting. At that point, 138 wells were tested and the results presented
143 to the owners. We had planned to hold a workshop on this as a next step, but that was put off because
144 of COVID. Karen Craver of the NHDES recently contacted me, offering to share the results of the
145 testing and to suggest further steps for informing and educating owners of private wells in Hooksett.
146

147 K. Craver: I am the Principle Investigator for APPLETREE, which stands for **A**gency for Toxic
148 Substances and Disease Registry's **P**artnership to **P**romote **L**ocal **E**fforts To **R**educe **E**nvironmental
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149 Exposures. This is a team partnering with NHDES, Public Health Division of the NH Department of
150 Health and Human Services, federal government, community leaders and members. We have expertise
151 in health risk assessment, toxicology, health education, community engagement, and project
152 management. We are funded by the Agency for Toxic Substances and Disease Registry. Dr. Robert
153 Thistle is going to speak next, explaining why APPLETREE exists and how it can help communities.
154

155 R. Thistle: The individual wells tested were selected based on location for a 2019 human health risk
156 analysis. Nearly one-half of New Hampshire residents have wells. We tested 138 wells for 100 different
157 chemicals. The amounts of uranium and radon exceeded safe levels. This is a uranium hotspot, and
158 there are many others across the state. Both uranium and radon are naturally occurring. Radon is a gas
159 by-product of decay. Although our focus here is water contamination, radon in water usually means
160 radon in the air as well. APPLETREE identified three other contaminants of concern – manganese,
161 arsenic and PFAS. Manganese and arsenic are naturally occurring. PFAS is manmade and difficult to
162 remove from the body. These three are less of a risk than the uranium and radon and are mostly
163 related to long-term exposure. There are many types of water treatments, depending upon the testing
164 results. Our role is to meet with stakeholders about possible exposure and risk reduction. Associated
165 potential risks include various types of cancer, neurological effects, diabetes, heart disease and skin
166 lesions. Reverse osmosis units work well for radon, and the DES website has guidelines for sampling,
167 testing and remedying. We are not a regulatory body; we help with choices.
168

169 K. Craver: We would like to have your involvement so that we can put together ways to help.
170

171 C. Karolian: Thank you for your presentation. It was very informative and very scary. Given these
172 results, in the future, we might require residential developers to put in town services for water. It is
173 alarming. I don't know of any solution other than to put everyone on town water, based on the levels of
174 uranium. It is ironic that we are looking at town welcome signs while being informed about dangerous
175 chemicals in well water.
176

177 T. Tsantoulis: I would like to thank both presenters. What has been your experience when you made
178 citizens aware of this? What can we expect for help?
179

180 K. Craver: First, we could have another session like this one to get the information out. We could help
181 you coordinate a well-testing event, bringing test kits to your community where residents could pick
182 them up at a central location. There is a cost for the tests and the analysis.
183

184 R. Lapierre: If the owner of the property rents it out, is there an obligation to inform their tenants of the
185 risks?
186

187 K. Craver: I don't know the answer to that, but I will look into it.
188

189 Chair Sullivan: You said that 138 residents received test results. Were they informed about possible
190 treatment?
191

192 K. Craver: There is not just one treatment. The DES website has information about risk reduction, and
193 there are staff members to speak with.
194

195 Chair Sullivan: I think we should have a forum – in person, remotely or hybrid. We need to have this
196 information on the website. We could have a "Well Water Day."
197

198 K. Craver: I would be happy to help coordinate that.
199

200 R. Duhaime: Can uranium worsen over time. We get some water from Manchester Water Works. Do
 201 they treat the water they provide?
 202
 203 K. Craver: We met with the United States Geological Society and learned that both uranium and radon
 204 exist throughout the state. There are standards for public water systems, so you can be assured that
 205 water from those systems is safe. Manchester uses surface water, which is less apt to have uranium
 206 than ground water. Well testing should be done every three to five years because it can change over
 207 time.
 208
 209 A. Walczyk: Do we know how many wells there are in Hooksett? I totally support the ideas of
 210 APPLETREE. Is there a downside to notifying all residents? I don't want to ignore this, but I don't want
 211 to be 'Chicken Little' either. We have tax bills going out soon, and information could be provided in an
 212 accompanying newsletter.
 213
 214 K. Craver: There is no downside to providing information. We have a short, two-page handout which
 215 could go in your tax bills mailing.
 216
 217 A. Garron: According to state statistics, 40% to 46% of homeowners in the state have wells. Therefore,
 218 I would estimate that we have 2,000 to 2,500 private wells.
 219
 220 K. Craver: You can work with your water providers to obtain this information.
 221
 222 R. Lapierre: The Assessor has all of this information because it is needed to assess property values.
 223
 224 D. Boutin: I urge caution because you are going to set off a panic. We need to be careful how we do
 225 this.
 226
 227 Chair Sullivan: I will ask the Town Administrator to coordinate the next steps.
 228
 229 **CONSENT AGENDA**
 230
 231 **Motion to accept a donation of labor for painting valued under \$5,000 of the Fire side of the**
 232 **Safety Center by NH Department of Corrections to the Town of Hooksett for the Hooksett Fire-**
 233 **Rescue Department**
 234
 235 ***R. Lapierre motioned to accept the donation of painting services from the NH Department of***
 236 ***Corrections of under \$5,000.00 value to the Town of Hooksett for the Hooksett Fire-Rescue***
 237 ***Donation Line, per RSA 31: 95-e II. T. Tsantoulis seconded the motion.***
 238
 239 T. Tsantoulis: Will the town incur any liability with this?
 240
 241 A. Garron: They will be working outside at the Safety Center and will be monitored closely.
 242
 243 C. Jones: I have had experience with these types of arrangements. There is a low risk. These are work
 244 release prisons and there are always one or two guards with them.
 245
 246 C. Karolian: How did this come about? Why is it just the Fire-Rescue side of the building? How did you
 247 arrive at the cost of \$5,000.00?
 248

249 A. Garron: The Fire Chief received the offer and it may have been put out to others. The Fire
250 Department took them up on the offer. The Finance Director had to assign a value to the work as a
251 donation of time and energy and came up with a good estimate.

252
253 Chair Sullivan: The Police side of the Safety Center was done within the last couple of years.

254
255 Chair Sullivan called for a vote on the motion to accept a donation of labor for the Fire side of the
256 Safety Center.

257
258 ***Voted unanimously in favor (9-0).***
259

260 **TOWN ADMINISTRATOR'S REPORT**
261

262 The number of COVID cases in Hooksett is up to 54 from 50 two weeks ago. The total number of
263 Hooksett cases is now at 1,209.

264
265 Chair Sullivan: Would you please increase the font size of your report?
266

267 A. Garron: Yes, I will do that.
268

269 A. Garron: As you know, the Governor lifted the mask mandate on April 16, 2021. However, towns can
270 continue to require masks in public buildings if they wish. On December 09, 2020, the Town Council
271 voted to mandate masks in public buildings. I suggest that we continue with the mandate and have this
272 as an agenda item for the second meeting in May.

273
274 A. Garron: The equipment has been removed from Corriveau Drive and is parked at the Highway
275 Department. Three dump trucks full of soil have been removed and taken to a testing area. Town
276 Engineer Bruce Thomas found in his files a 2016 bond in the amount of \$5,000 for reclamation and tree
277 planting, so there was indeed a bond. However, it was a 12-month bond and it has now expired.
278 Unfortunately, a lot of time was spent on the Cease & Desist order.

279
280 J. Durand: Is there a hole there which will be filled back up later?
281

282 A. Garron: There are several holes there, and the area has been roped off with orange fencing for
283 safety. We are now waiting for test results.

284
285 A. Garron: Nick Germain, Councilor Walczyk and I met with a solar farm vendor for more information.
286 The old landfill is our most likely site. It is high, has exposed land, and would have minimal impact on
287 abutting facilities. We are ready to prepare an RFQ or RFP to see what is achievable. There is a one-
288 megabyte threshold and multiple ways to approach this. The town could simply be a landlord, we could
289 negotiate so as to realize a reduction in electricity costs, or we could buy the equipment and operate as
290 the Sewer Department does.

291
292 A. Walczyk: We spent a good amount of time discussing economic feasibility. There are many
293 components, including panels, connections and fees.

294
295 A. Garron: I want to thank the Council for holding a special meeting on April 21st regarding the
296 Refunding Bond. Unfortunately, another error has been found. The bond must be for nine years, not
297 eight, and the amount will be \$1.935 million, not \$1.67 million. The interest rate on the current bond is

298 2.6% and will range from 1.05% to 2.25% for the new bond. Therefore, the savings will range from
299 0.35% to 1.55%.

300
301 Chair Sullivan: What was the question posed to you by Councilor Karolian?
302

303 A. Garron: He wanted to know what the estimated savings would be. I don't have that answer. Christine
304 Soucie will be back next week and will be able to answer that question. The motion would be to adopt
305 the updated refunding resolution and certificate and updated certificate of vote and authorize the Town
306 Clerk to sign both documents.
307

308 ***C. Karolian motioned to table this item until an estimate of savings can be obtained. T.***
309 ***Tsantoulis seconded the motion.***
310

311 T. Tsantoulis: I agree with a lot of what Councilor Karolian said. I am not comfortable approving this
312 without all of the information. Maybe we can have a quick special meeting when Christine Soucie
313 returns.
314

315 A. Garron: There is a time crunch on this, so a brief meeting early next week would be appreciated.
316

317 Chair Sullivan called for a vote on the motion to table this issue.
318

319 ***Voted in favor (6-3). Chair Sullivan, Councilor Walczak and Councilor Lapierre voted in***
320 ***opposition.***
321

322 A. Garron: The American Rescue Plan Act directs \$350 billion to state and local governments. Based
323 on population, Hooksett would receive \$1.4 million over two years. We are waiting for more information
324 on eligible uses. Unlike previous COVID relief, these funds go directly to the cities and towns. They are
325 not filtered through the state first.
326

327 **NOMINATIONS AND APPOINTMENTS**

328 **Nominations and Appointments - April 28, 2021**

330
331 ***C. Karolian motioned to appoint Robert Schroeder to the Recycling & Transfer Advisory Board***
332 ***to a term expiring June 30, 2022, and to appoint John Giotas to the Recycling & Transfer***
333 ***Advisory Board to a term expiring June 30, 2023. D. Boutin seconded the motion.***
334

335 ***Voted unanimously in favor (9-0).***
336

337 N. Germain: Alden Beauchemin was not properly reappointed to the Economic Development Advisory
338 Committee.
339

340 ***C. Karolian motioned to appoint Alden Beauchemin to the Economic Development Advisory***
341 ***Committee to a term expiring June 30, 2023. J. Durand seconded the motion.***
342

343 ***Voted unanimously in favor (9-0).***
344

345 N. Germain: Michelle Gannon was nominated to the Economic Development Advisory Committee but
346 now all positions have been filled.
347

348 A. Garron: In her application, Ms. Gannon indicates that she is interested in either a full or alternate
349 position.
350

351 Chair Sullivan: We appreciate Ms. Gannon's interest and thank her for her willingness to serve.
352

353 ***C. Karolian motioned to appoint Michelle Gannon as an alternate to the Economic Development***
354 ***Advisory Committee to a term expiring June 30, 2023. A. Walczyk seconded the motion.***
355

356 ***Voted unanimously in favor (9-0).***
357

358 **OLD BUSINESS**

359 **Lilac Bridge Memorial Landscaping – AMENDMENT TO STAFF REPORT**
360 **Bruce A. Thomas, P.E., April 28, 2021 (Tabled @ April 14th Meeting)**
361
362

363 B. Thomas: This was tabled at the last Council meeting because we did not have State approval for the
364 revised plan. The monuments are approved. Irrigation, curbing and the moveable bollard are the
365 issues. I have made several attempts to talk with someone at the State without success. I don't know
366 why they are not getting back to me.
367

368 ***D. Boutin motioned to remove this item from the table. R. Duhaime seconded the motion.***
369

370 C. Karolian: The information we needed has not been received, so we cannot discuss this.
371

372 Chair Sullivan: Per our rules, anyone can motion to remove an item from the table for discussion.
373

374 C. Karolian: We were only waiting for one item, State approval. Since we do not have that item, it
375 should remain on the table.
376

377 Chair Sullivan called for a roll call vote on removing this item from the table.
378

379 **Roll Call Vote #3**

380 ***D. Boutin Aye***

381 ***C. Jones Nay***

382 ***A. Walczyk Aye***

383 ***J. Durand Nay***

384 ***R. Duhaime Aye***

385 ***T. Tsantoulis Nay***

386 ***R. Lapierre Aye***

387 ***C. Karolian Nay***

388 ***J. Sullivan Aye***

389 ***Voted in favor (5-4).***
390

391 ***D. Boutin motioned to approve the project, subject to State approval. A. Walczyk seconded the***
392 ***motion.***
393

394 B. Thomas asked that the motion be amended to read as the suggested motion on page 52.
395

396 D. Boutin offered an amended motion.
397

398 ***D. Boutin motioned to award the project to Blue Ribbon Property Improvements and contract***
 399 ***with them to do the work for \$16,366.00 and allow the Town to purchase a bollard for \$1,319.00***
 400 ***and further recommends that the project funding of \$17,685.00 be provided from the Public***
 401 ***Recreation Facilities Impact fee account, pending State approval. A. Walczyk seconded the***
 402 ***amended motion.***

403
 404 T. Tsantoulis: What will be the result?

405
 406 Chair Sullivan: The project won't be started without State approval.

407
 408 A. Garron: We have State approval of everything except the bollard, curbing and irrigation.

409
 410 C. Karolian: I want to make it clear that I am not against the project. We have already approved this
 411 project.

412
 413 Chair Sullivan called for a roll call vote on the motion as amended.

414
 415 **Roll Call Vote #4**

416 ***A. Walczyk Aye***

417 ***R. Lapierre Aye***

418 ***C. Jones Aye***

419 ***R. Duhaime Not present***

420 ***J. Durand Aye***

421 ***C. Karolian Abstained because the item should not have been removed from the table***

422 ***T. Tsantoulis Abstained because he does not understand the math***

423 ***D. Boutin Aye***

424 ***J. Sullivan Aye***

425 ***Voted in favor (6-0) with two abstentions.***

426
 427 J. Durand: Can I assume that no work will be done or money spent until you have State approval?

428
 429 C. Karolian: If the State does not approve the project, Mr. Thomas will be back before us with proposed
 430 changes.

431
 432 J. Durand: Can we move up 15.2 while Mr. Thomas is before us?

433
 434 **Martins Ferry Road Erosion Status Update**

435
 436 B. Thomas: There are some issues with severe erosion on Martins Ferry Road on the south edge from
 437 North River Road to the big speed bump. There is an extremely steep slope from edge of the road to
 438 the river. Water is washing into the stream embankment. This is a complex situation. The NHDES is
 439 requiring a Standard Dredge and Fill Wetland Permit for the work. I have requested RFPs from seven
 440 or eight engineers and have posted it on the website as well. I have spoken with the Wetlands Bureau
 441 and put in the permit request with a design to fix the erosion. The retaining wall will have to be
 442 extended about 60 feet. It is a very complex project because of wetland issues.

443
 444 T. Tsantoulis: I spoke with an engineer about this and was told the complication is dealing with DES,
 445 not the project itself.

446
 447 B. Thomas: The Wetlands Bureau is not going to accept a town engineer's plan.

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448
449 C. Karolian: I looked at the site. The urgency is a lot more than we think it is. It is an accident waiting to
450 happen. We could see the embankment washing away and possibly a sinkhole. Consultation with
451 individuals who have expertise is certainly warranted. I am wondering if it is possible to upgrade the
452 angle of the road and get rid of the sharp 90-degree angle.

453
454 B. Thomas: This is further up the road. We will need to put curbing along there and possibly the
455 guardrail will have to be replaced.

456
457 C. Karolian: I think the retaining wall will have to come farther west.

458
459 B. Thomas: We will figure out what has to be done.

460
461

462 **Social Media Policy**

463

464
465 ***D. Boutin motioned to accept the Social Media Policy as presented. T. Tsantoulis seconded the***
466 ***motion.***

467

468 A. Garron: We have been working on a Social Media Policy for over a year now. Like many projects, it
469 was put to the side because of COVID issues. We have had an internal staff meeting about this to
470 discuss how it would affect our employees as they perform the duties of their jobs. We used a template
471 provided by Drummond Woodsum at a workshop they offered. This affects not only employees but
472 boards, committees and councils as well. Nick Germain can run through the policy with you.

473

474 N. Germain: Social media has not been around for a very long time, perhaps since about 2007.
475 Government has been involved since the beginning. The laws related to social media have evolved
476 over the past several years. We want to limit the town's exposure to liability and provide assurance that
477 our social media sites are not misused. These sites are considered to be town property. The policy is a
478 rational way for the Town Administrator to regulate and manage the town's use of social media. We
479 have to be careful about the conversations we have. Topics must be limited, just as Public Input at a
480 Council meeting is a limited public forum. People do not want to feel 'silenced', but at the same time
481 there must be some control over what they are allowed to say. For example, no commercial promotion
482 can be allowed and there can be no endorsement of candidates or political issues. It is a balance. The
483 issue of deleting posts must be handled carefully so as not to hinder anyone's right of free speech.
484 Planning Boards and ZBAs should not have social media sites because they cannot be biased
485 regarding the applications they hear.

486

487 D. Boutin: Thank you, Mr. Germain. Will there be just one site?

488

489 N. Germain: No. The Police, Fire and Community Development have Facebook pages, and in some
490 cases, Twitter accounts.

491

492 Chair Sullivan: There is a list in Appendix B.

493

494 N. Germain: The list includes blogs, websites, Snapchat and TikTok. It is broadly defined.

495

496 D. Boutin: Who will monitor this?

497

498 N. Germain: The department heads – Fire Chief, Police Chief, etc. – will monitor sites in their
499 departments. Town Administrator Garron would monitor the Community Development sites and posts

500 because he heads that department. Only a small number of individuals would have access to each site,
501 and Mr. Garron would set up a review plan, probably monthly.

502
503 R. Duhaime: What could we do about information regarding wells?

504
505 N. Germain: Social media could definitely be used to get information out to the public on this issue.

506
507 Chair Sullivan called for a roll call vote on the motion to accept the Social Media policy.

508
509 **Roll Call Vote #5**

510 **T. Tsantoulis Aye**

511 **C. Jones Aye**

512 **R. Duhaime Aye**

513 **A. Walczyk Aye**

514 **R. Lapierre Aye**

515 **C. Karolian Aye**

516 **J. Durand Aye**

517 **D. Boutin Aye**

518 **J. Sullivan Aye**

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

520
521 **NEW BUSINESS**

522 **Council to make Amended Motion for Town Administrator to 1) Report on history, timeline and**
523 **costs of Corriveau Drive Trimbur issue and 2) Create a policy and/or protocol on dealing with**
524 **such future requests (tabled at 04/14/21 Town Council Meeting)**

525
526
527 ***D. Boutin motioned to remove this item from the table. T. Tsantoulis seconded the motion.***

528
529 **Roll Call Vote #6**

530 **J. Durand Aye**

531 **R. Lapierre Aye**

532 **C. Karolian Aye**

533 **D. Boutin Aye**

534 **C. Jones Aye**

535 **T. Tsantoulis Aye**

536 **A. Walczyk Aye**

537 **R. Duhaime Aye**

538 **J. Sullivan Aye**

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

540
541 C. Karolian: Why was this item tabled?

542
543 Chair Sullivan: There were requests to make the intent clear.

544
545 ***Chair Sullivan motioned for the Town Administrator to report on the history, timeline and costs***
546 ***of the Corriveau Drive Trimbur issue and to create a policy and/or protocol on dealing with such***
547 ***future requests. T. Tsantoulis seconded the motion.***

548
549
550

553 **Roll Call Vote #7**

554 **C. Jones Aye**

555 **C. Karolian Aye**

556 **R. Lapierre Aye**

557 **R. Duhaime Aye**

558 **A. Walczyk Aye**

559 **J. Durand Aye**

560 **T. Tsantoulis Aye**

561 **D. Boutin Aye**

562 **J. Sullivan Aye**

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

564

565 **Classification Pay Plan (non-union) Maximum Levels**

566

567 ***T. Tsantoulis motioned to approve the updated Classification Pay Plan as presented for***
 568 ***effective date July 01, 2021. D. Boutin seconded the motion.***

569

570 A. Garron: This is something which historically the Town Council has done, except with one caveat, as
 571 Human Resource Coordinator Donna Fitzpatrick will explain.

572

573 D. Fitzpatrick: There is just one amendment I am looking for. We have started the Wage and
 574 Classification study with Municipal Resources, Inc. and have learned that the Grade 1 Scale Attendant
 575 should be a Laborer. The license for the scale is no longer required. The motion should be amended to
 576 add 'with Grade 1 for Laborer.'

577

578 C. Karolian: Does this have to go to a warrant article?

579

580 D. Fitzpatrick: No, it already has. It was approved in March 2021. This is a two percent (2%) flat
 581 increase. A merit increase, up to 2%, is not included in this.

582

583 ***R. Lapierre motioned to approve the updated Classification Pay Plan as presented except with***
 584 ***an amendment to change the Scale Attendant in Grade 1 to Laborer. T. Tsantoulis seconded the***
 585 ***amended motion.***

586

587 C. Karolian: Does the Fire Department still use call firefighters on a part-time basis?

588

589 D. Fitzpatrick: Yes. The wage study will present more up-to-date information at the end of June or first
 590 of July.

591

592 C. Karolian: They have one call firefighter, two call lieutenants and one call captain.

593

594 D. Fitzpatrick: They may be reclassified as we go through the process.

595

596 C. Karolian: There are several vacant positions with minimum and maximum wage amounts.

597

598 D. Fitzpatrick: We have 26 classifications, including some positions which are now in unions.

599

600 C. Karolian: Why not remove them?

601

602 D. Fitzpatrick: We could. That may happen with the MRI update.
 603
 604 C. Karolian: If we want to eliminate a position, how would we do that?
 605
 606 Chair Sullivan: That would be a reorganizational plan.
 607
 608 D. Fitzpatrick: The question in play is this: What is a call firefighter? One has been working 20 hours
 609 per week since 2018. Is that a call firefighter position or a permanent part-time position?
 610
 611 T. Tsantoulis: Why don't we wait for the report?
 612
 613 Chair Sullivan called for a roll call vote on the amendment to the main motion.
 614

615 **Roll Call Vote #8**

616 **R. Lapierre Aye**
 617 **R. Duhaime Aye**
 618 **T. Tsantoulis Aye**
 619 **A. Walczyk Aye**
 620 **J. Durand Aye**
 621 **C. Jones Aye**
 622 **D. Boutin Aye**
 623 **C. Karolian Nay**
 624 **J. Sullivan Aye**
 625 **Voted in favor (8-1).**
 626

627 Chair Sullivan called for a roll call vote on the amended motion for the Classification Pay Plan.
 628

629 **Roll Call Vote #9**

630 **J. Durand Aye**
 631 **D. Boutin Aye**
 632 **C. Jones Aye**
 633 **R. Duhaime Aye**
 634 **C. Karolian Aye**
 635 **A. Walczyk Aye**
 636 **T. Tsantoulis Aye**
 637 **R. Lapierre Aye**
 638 **J. Sullivan Aye**
 639 **Voted unanimously in favor (9-0).**
 640

641 **APPROVAL OF MINUTES**

642 **Public: 04/14/2021**

643
 644
 645
 646 **C. Karolian motioned to approve the minutes of the April 04, 2021 public meeting. D. Boutin**
 647 **seconded the motion.**
 648

649 **Roll Call Vote #10**

650 **C. Karolian Aye**
 651 **T. Tsantoulis Aye**
 652 **R. Lapierre Aye**

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13

653 **C. Jones** **Aye**
 654 **D. Boutin** **Aye**
 655 **J. Durand** **Aye**
 656 **A. Walczyk** **Aye**
 657 **R. Duhaime** **Aye**
 658 **J. Sullivan** **Aye**
 659 ***Voted unanimously in favor (9-0).***

660
 661 **SUB-COMMITTEE REPORTS**
 662

663 A. Walczyk: Parks & Recreation met last week. Deb Miville, our long-time chair, is stepping down at the
 664 end of June. She is a valuable member and will be missed. That position will be open in late June. We
 665 are postponing the May meeting because we are now just waiting for the Pavilion. We may decide to
 666 meet just every other month if the Charter allows that.
 667

668 R. Lapierre: The Board of Assessors met just prior to this meeting. Thanks to the work of our Assessor,
 669 Jon Duhamel, we continue to get good results with the tax situation in Hooksett.
 670

671 Chair Sullivan: The Bicentennial Committee meets next Wednesday. Things are falling into place. We
 672 are coordinating the calendar and getting more participation in events.
 673

674 **NON-PUBLIC SESSION NH RSA 91-A:3 II (i)**

675 ***Chair Sullivan motioned to enter non-public session under NH RSA 91-A:3, II at 9:04 pm. A.***
 676 ***Walczyk seconded the motion.***
 677

678 RSA 91-A:3, II (i) Consideration of matters relating to the preparation for and the carrying out of
 679 emergency functions, including training to carry out such functions, developed by local or state officials
 680 that are directly intended to thwart a deliberate act that is intended to result in widespread or severe
 681 damage to property or widespread injury or loss of life.
 682

683 **Roll Call #11**

684 **T. Tsantoulis** **Aye**
 685 **R. Lapierre** **Aye**
 686 **J. Durand** **Aye**
 687 **C. Jones** **Aye**
 688 **C. Karolian** **Aye**
 689 **A. Walczyk** **Aye**
 690 **R. Duhaime** **Aye**
 691 **D. Boutin** **Aye**
 692 **J. Sullivan** **Aye**
 693 ***Voted unanimously in favor (9-0).***
 694

695 ***Chair Sullivan motioned to leave non-public session and return to public session at 9:16 pm. D.***
 696 ***Boutin seconded the motion.***
 697

698 **Roll Call Vote #12**

699 **D. Boutin** **Aye**
 700 **A. Walczyk** **Aye**
 701 **J. Durand** **Aye**
 702 **C. Karolian** **Aye**

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14

703 **R. Lapierre Aye**
 704 **T. Tsantoulis Aye**
 705 **R. Duhaime Aye**
 706 **C. Jones Aye**
 707 **J. Sullivan Aye**
 708 **Voted unanimously in favor (9-0).**

709
 710 **C. Karolian motioned to seal the minutes of the non-public session. Chair Sullivan seconded the**
 711 **motion.**

712
 713 **Roll Call Vote #13**

714 **C. Karolian Aye**
 715 **D. Boutin Aye**
 716 **T. Tsantoulis Aye**
 717 **R. Lapierre Aye**
 718 **A. Walczyk Aye**
 719 **R. Duhaime Aye**
 720 **J. Durand Aye**
 721 **C. Jones Aye**
 722 **J. Sullivan Aye**
 723 **Voted unanimously in favor (9-0).**

724
 725 **ADJOURNMENT**

726
 727 **R. Duhaime motioned to adjourn at 9:16 pm. Chair Sullivan seconded the motion.**

728
 729 **Roll Call Vote #14**

730 **R. Duhaime Aye**
 731 **J Durand Aye**
 732 **C. Jones Aye**
 733 **R. Lapierre Aye**
 734 **A. Walczyk Aye**
 735 **D. Boutin Aye**
 736 **C. Karolian Aye**
 737 **T. Tsantoulis Aye**
 738 **J. Sullivan Aye**
 739 **Voted unanimously in favor (9-0).**

740
 741
 742 Respectfully submitted,
 743 *Kathleen Donnelly*
 744 Kathleen Donnelly
 745 Recording Clerk

746
 747
 748 **Please see subsequent meeting minutes for any amendments to these minutes.**
 749
 750