



# **AGENDA**

## **Town of Hooksett Town Council**

### **Wednesday, July 7, 2021 at 6:00 PM**

A meeting of the Town Council will be held Wednesday, July 7, 2021 in the Hooksett Municipal Building commencing at **6:00 PM**.

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| <b>1. ITEMS 1-6 LED BY TOWN ADMINISTRATOR</b>   |         |
| <b>2. CALL TO ORDER</b>   |         |
| <b>3. PROOF OF POSTING</b>  |         |
| <b>4. ROLL CALL</b>   |         |
| <b>5. PLEDGE OF ALLEGIANCE</b>  |         |
| <b>6. TOWN COUNCIL REORGANIZATION - PART I</b>  |         |
| 6.1. Town Clerk swearing-in of all new Councilors   |         |
| 6.2. Election of Council Chair, Vice-Chair and Secretary  |         |
| <b>7. AGENDA OVERVIEW</b>   |         |
| <b>8. PUBLIC HEARINGS</b>   |         |
| 8.1. Public Hearing to discuss the acceptance of the Local Fiscal Recovery Funds in the amount of \$1,522,397.00 of the American Rescue Plan Act in accordance with NH RSA 31:95-b.<br><a href="#">Staff Report - SR-21-098 - Pdf</a> | 5 - 29  |
| <b>9. SPECIAL RECOGNITION</b>   |         |
| 9.1. Hooksett Municipal Employee - New Hire   |         |
| <b>10. PUBLIC INPUT - 15 MINUTES</b>  |         |
| <b>11. SCHEDULED APPOINTMENTS</b>   |         |
| 11.1. Scheduled Appointment with Zoning Board of Adjustment<br><a href="#">Staff Report - SR-21-101 - Pdf</a>   | 31      |
| 11.2. Scheduled Appointment with Planning Board<br><a href="#">Staff Report - SR-21-105 - Pdf</a>   | 33      |
| 11.3. Todd Rainier, Town Clerk - Pawnbroker and Secondhand Dealers Ordinance 2014-1 & Application - Proposed Amendments<br><a href="#">Staff Report - SR-21-106 - Pdf</a>   | 35 - 50 |
| <b>12. TOWN COUNCIL REORGANIZATION - PART II</b>  |         |
| 12.1. First meeting of the New Town Council, motion for section 2a (3-12) of Town Council Rules of Procedures<br><a href="#">07072021 REORG PART II</a>   | 51      |

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

|            |   |           |
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| 12.2.      | Town Council Representative Assignments   | 53 - 54   |
|            | <a href="#">Staff Report - SR-21-102 - Pdf</a>  |           |
| <b>13.</b> | <b>CONSENT AGENDA</b>   |           |
| 13.1.      | Donation of \$250 for Hooksett's Bicentennial by Henry Roy  | 55        |
|            | <a href="#">Staff Report - SR-21-103 - Pdf</a>  |           |
| <b>14.</b> | <b>TOWN ADMINISTRATOR'S REPORT</b>  |           |
| <b>15.</b> | <b>NOMINATIONS AND APPOINTMENTS</b>   |           |
| 15.1.      | Nominations and Appointments - July 2021  | 57 - 64   |
|            | <a href="#">Staff Report - SR-21-100 - Pdf</a>  |           |
| <b>16.</b> | <b>BRIEF RECESS</b>   |           |
| <b>17.</b> | <b>OLD BUSINESS</b>   |           |
| <b>18.</b> | <b>NEW BUSINESS</b>   |           |
| 18.1.      | Accept the Local Fiscal Recovery Funds in the amount of \$1,522,397.00 of the American Rescue Plan Act in accordance with NH RSA 31:95-b.   | 65        |
|            | <a href="#">Staff Report - SR-21-099 - Pdf</a>  |           |
| 18.2.      | Accept Federal Grant Funds (FEMA-PA) awarded to the Town of Hooksett, NH in the amounts of: \$105,426.94 for Hooksett Police Department overtime staffing from July 2020 - December 2020, and \$82,115.03 (Feb. 2021-Apr. 2021) and \$88,247.40 (July 2020- Sept. 2020) for Hooksett Fire-Rescue overtime staffing per RSA 21-P:43. | 67        |
|            | <a href="#">Staff Report - SR-21-097 - Pdf</a>  |           |
| 18.3.      | Comcast Cable Franchise   | 69 - 107  |
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| <b>19.</b> | <b>APPROVAL OF MINUTES</b>  |           |
| 19.1.      | Public: 06/23/2021  | 109 - 118 |
|            | <a href="#">TC Minutes 6-23-21</a>  |           |
| 19.2.      | Non-Public: 06/23/2021  |           |
| <b>20.</b> | <b>SUB-COMMITTEE REPORTS</b>  |           |
| <b>21.</b> | <b>PUBLIC INPUT</b>   |           |
| <b>22.</b> | <b>NON-PUBLIC SESSION NH RSA 91-A:3 II</b>  |           |
| <b>23.</b> | <b>ADJOURNMENT</b>  |           |
|            | <b>PUBLIC INPUT</b>   |           |
| 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.   |           |

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

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.



Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Public Hearing to discuss the acceptance of the Local Fiscal Recovery Funds in the amount of \$1,522,397.00 of the American Rescue Plan Act in accordance with NH RSA 31:95-b.  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Finance  
**Staff Contact:** Christine Soucie, Finance Director

**BACKGROUND INFORMATION:**

The American Rescue Plan Act (ARPA) offers aid to local governments to respond to the COVID-19 emergency and bring back jobs. The Town of Hooksett has until August 18th to apply of the Local Fiscal Recovery Funds in the amount of \$1,522,397.00 of the ARPA. If accepted, the Town will received 50% or \$761,198.43 in a few weeks and the second 50% next year. The Town will also be responsible for the reporting and tracking all Federal Funds related to this program. There are 5 major categories of eligible uses, each having their own parameters for eligibility and time frames.

- Public Health Expenditures
- Address the negative economic impacts of COVID-19
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Attached are slides produced by NH Municipal Association with more details.

**RECOMMENDATION:**

Open public hearing, close public hearing and see new business.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Listen to input from public hearing

**ATTACHMENTS:**

[Public Hearing Notice ARPA](#)  
[goferr webinar 2021-06-17](#)

**TOWN OF HOOKSETT  
PUBLIC HEARING NOTICE**

Town of Hooksett Town Council will be holding a public hearing in accordance with RSA 31:95-b on Wednesday, July 7, 2021 at 6:00 pm at the Town Hall, 35 Main Street, Hooksett, NH. The public hearing is to discuss the acceptance of the Local Fiscal Recovery Funds in the amount of \$1,522,397.00 of the American Rescue Plan Act.

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



# Local Fiscal Recovery Fund

## Key Information and Processes

Wednesday, June 16, 2021

# Agenda

1

## **Welcome and Overview of Webinar**

(Jeanne Herrick, GOFERR)

2

## **New Hampshire Municipal Association (NHMA) Assistance**

(Margaret Byrnes, NHMA)

3

## **Local Fiscal Recovery Fund (LFRF) Basics**

(Hillary Thompson, Guidehouse Team)

4

## **LFRF Eligible Uses**

(Hillary Thompson, Guidehouse Team)

5

## **LFRF Additional Requirements**

(Hillary Thompson, Guidehouse Team)

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## **FAQ Review and Q&A**





# New Hampshire Municipal Association Assistance Available

# NHMA's Supportive Role

- Information hub: NHMA's ARPA webpage (<https://www.nhmunicipal.org/american-rescue-plan-act-2021-information-page>)
- Coordination of resources among municipalities, between state and local, and between local and other entities
- Upcoming Virtual Information & Resources “Fair” (Tentative Date: June 25)
- Note on acceptance of ARPA funds:
  - RSA 31:95-b
  - Language in HB 2





# Local Fiscal Recovery Fund Basics

# Local Fiscal Recovery Fund (LFRF)

- Established by Section 603 of the American Rescue Plan Act (ARPA) to offer aid to eligible county and city/town governments to respond to the COVID-19 emergency and bring back jobs
- Administered by the US Treasury: [US Department of the Treasury LFRF Resources](#)
- Provides money to Counties, Metropolitan Cities, and **Non-Entitlement Units of Local Government (NEUs)**
- Counties and Metropolitan Cities receive money directly from the Treasury.
- NEUs receive the federal money via the State in two tranches but are considered “prime recipients” fully responsible for the eligible use and reporting of funds.

## You Must Take Action to Receive These Funds

**August 18th, 2021** is the last day for NH NEUs to apply for LFRF.

If an NEU hasn't requested the funds by August 18<sup>th</sup>, funds will be redistributed to other NH NEUs.

## Calculation of LFRF funding by NEU (defined by ARPA):

$$\frac{\text{Total Population of the NEU}}{\text{Total Population of all eligible NEUs}} \times \text{Aggregate state NEU payment}$$

*Capped at 75% of NEU's last FY budget*

# Cities/Towns are Prime Recipients

## NEUs are “Prime Recipients” of LFRF funds

Prime recipients are responsible for managing *all aspects* of the federal funds, which include:

- Maintaining ***compliance*** with guidance from the U.S. Department of the Treasury, including using funds only on eligible uses and following the Uniform Guidance and other federal regulations that apply
- Providing accurate ***reporting to the US Treasury*** and ***keeping all relevant documentation*** for all LFRFs funds

*To help you understand these obligations, GOFERR and Guidehouse are available to answer questions.*

# Actions REQUIRED for State Disbursement of LFRF \$

**Application Portal will launch tomorrow (June 17, 2021) on the GOFERR website**

To submit your application, have available and/or provide:

- Local government name, Taxpayer Identification Number, DUNS number, State Vendor Number, and address
- Authorized representative name, title, and email
- Contact person name, title, phone, and email
- Financial institution information (e.g., routing and account number, financial institution name and contact information)
- Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget)
- Agreement to certain terms and conditions of the funding

## **Additional Required Actions**

- Register on SAM.gov as soon as possible after receiving the award IF your city/town is not already registered

**Cities/towns have the option to decline funding and transfer it to the State. An NEU that declines LFRF and transfers the funds to the State will not have any legal obligation to U.S. Treasury with respect to accounting for the uses of the funds or the reporting on such uses.**



# Local Fiscal Recovery Fund Eligible Uses

# LFRF Eligible Uses: Overview

5 major categories of eligible uses:



Public Health Expenditures



Address the negative economic impacts of COVID-19



Replace lost public sector revenue



Provide premium pay for essential workers



Invest in water, sewer, and broadband infrastructure





# LFRF Eligible Uses: Public Health Impacts

## Eligibility Test

- **Step 1:** Identify public health issue created or made worse by the COVID-19 public health emergency
- **Step 2:** Identify how the proposed program, service, or other intervention addresses the identified need or impact

### Examples of Public Health Activities

- **COVID-19 mitigation and prevention:** vaccination programs, ventilation improvements in congregate or health care settings, contact tracing
- **Behavioral Health Care:** mental health treatment, crisis intervention, substance misuse treatment
- **Public Health and Safety Staff:** payroll and benefits
- **Medical Expenses:** continued care for those suffering from long-term impacts of COVID-19 such as shortness of breath for weeks or months, multi-organ impacts from COVID-19, or post-intensive care syndrome.
- **Expenses to Improve the Design and Execution of Health and Public Health Programs:** targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis.
- **Equitable Care:** the interim final rule identifies a broader range of services and programs that will be presumed to be responding to the public health emergency when provided in low-income and Native American communities

*These are only examples from the non-exhaustive list of eligible and ineligible activities provided by the [Interim Final Rule](#), pages 13-38.*

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# LFRF Eligible Uses: Economic Impacts

## Eligibility Test

- **Step 1:** Identify the economic impact created or made worse by the COVID-19 public health emergency
- **Step 2:** Identify how the proposed program, service, or other intervention addresses the identified need or impact

### Example Economic Impact Activities

- **Assistance to impacted households:** food, rent, counseling, job retraining, legal aid
- **Improving efficacy of economic relief programs:** targeted consumer outreach, improvements to data/technology infrastructure
- **Assistance to small businesses:** assistance with reopening, credit access, revenue replacement

### Special Rules for Tourism

- **Assistance to hospitality/tourism businesses for safe reopening measures:** improvements to ventilation or physical barriers or partitions, construction of outdoor facilities
- **Planned expansions or upgrades of tourism, travel, and hospitality facilities delayed due to the pandemic**

### Ineligible Economic Impact Activities

- **Infrastructure projects *unless*:** project responded to specific pandemic public health need or specific negative economic impact
- **Deposit to rainy day funds, financial reserves, or similar funds**
- **Payment of interest or principal on outstanding debt interests**

*These are only examples from the non-exhaustive list of eligible and ineligible activities provided by the [Interim Final Rule](#), pages 13-38.*

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# LFRF Eligible Uses: Revenue Loss

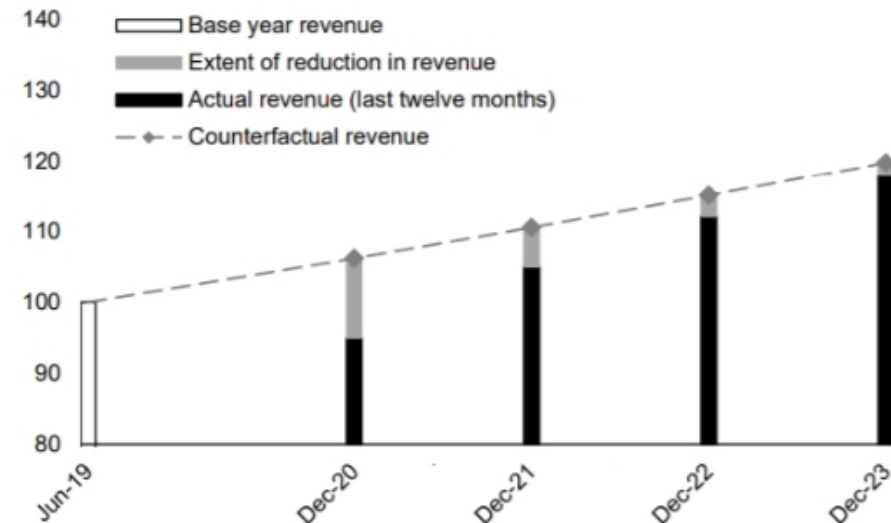
Funds may be used to pay for the provision of government services only to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.

## Calculating Revenue Loss

1. Identify revenues collected in the most recent full FY prior to COVID-19 (i.e., last full FY before 1/27/20)
2. Estimate counterfactual revenue:  $\text{Base year revenue} * (1 + \text{growth adjustment})^{\frac{n}{12}}$   
N is the number of months elapsed since the end of the base year to the calculation date and growth adjustment is the greater of 4.1% and the recipient's average annual revenue growth in the three full fiscal years prior to the COVID-19 public health emergency.
3. Identify actual revenue, which equals revenues collected over past 12 months as of calculation date.

The National League of Cities and Towns has developed a tool to help you calculate your revenue loss. It's available [here](#). The Government Finance Officers Association also has a tool. That tool is available [here](#).

The overall methodology for calculating the reduction in revenue is illustrated in the figure below:



Recipients may immediately calculate revenue loss for the period ending December 31, 2020.



# LFRF Eligible Uses: Revenue Loss

## ***REVENUE LOSS FUNDS ONLY***

LFRF Revenue Loss eligibility is extended to the provision of most government services.

### **Allowed Under Government Services**

- Cities/towns have broad latitude for the use of Revenue Loss funds, most normal government activities and expenses will be eligible activities
- Treasury specifically cites the following non-exhaustive examples of eligible uses:
  - maintenance or pay-go (funded by cash, not loans) building of infrastructure, including roads;
  - modernization of cybersecurity, including hardware, software, and protection of critical infrastructure;
  - health services;
  - environmental remediation;
  - school or educational services; and
  - the provision of police, fire, and other public safety services

### **Not Allowed Under Government Services**

- Obligations, interest, or principal related to debt or borrowed money
- Obligations due to settlement agreements, judgments, consent decree, or judicially confirmed debt

### **CAUTION: Using LFRF to Offset Reduced Tax Rate(s)**

- At this point, there is some risk that Treasury intends to extend the prohibition from the State Fiscal Recovery Funds and prohibit LFRFs to reduce the tax rate.
- NEUs interested in using the LFRF to reduce their tax rate should consider filing comments on the Treasury's Interim Final Rule (IFR).
- We expect additional clarity will come via the IFR comment process and advise that if NEUs can postpone their decisions until after Treasury issues additional guidance, that would place them at the least risk.



# LFRF Eligible Uses: Premium Pay

LFRF may be used to provide **premium pay** to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work. Premium pay is defined as an amount up to \$13 per hour in addition to remuneration the worker otherwise receives and in aggregate amount cannot exceed \$25,000 per eligible worker.

## Eligible Essential Worker

### Examples

- Staff at nursing homes, hospitals, and home-care settings
- Workers at farms, grocery stores, and restaurants
- Janitors and sanitation workers
- Public health and safety staff

## Essential Workers

- **Essential workers** help maintain continuity of operations of essential critical infrastructure sectors (*childcare, education sanitation, food production*), including those who are critical to protecting the health and wellbeing of communities
- **Essential workers** must be physically present and involve regular in-person interactions (*telework is ineligible*) or regular physical handling of items that were also handled by others
- Recipients of premium pay must provide Treasury a written justification of how premium pay is responsive to their **essential work** if premium pay would increase total pay above the higher of:
  - 150% of residing state's average annual wage for all occupations according to BLS
  - Residing county's average annual wage, defined by Bureau of Labor Statistics

**Duplication of Benefits Warning:** NH First Responders received premium pay from the State using the Coronavirus Relief Funds. NUEs should avoid adding Premium Pay benefits that exceed the allowed amount per worker.



# LFRF Eligibility: Investment in Infrastructure

## Eligible Infrastructure Uses

### Water & Sewer



Projects that meet at least 1 criteria:

- Eligible for EPA's Clean Water State Revolving Fund
- Provide safe drinking and usable water
- Improve drinking water infrastructure
- Manage and treat stormwater
- Facilitate water reuse
- Provide relief in case of natural disaster

### Broadband



Projects that meet these criteria:

- Help unserved & underserved customers
- Meets symmetrical upload & download speeds of 100 Mbps
- Integrate affordability options into design
- Offers direct internet or digital literacy assistance to households facing negative economic impacts
- Prioritize fiber optic infrastructure

### Aligning Investments

Infrastructure does not end at the NEU's boundaries— and both the State and neighboring NEUs have funding available for investments in these kinds of infrastructure projects. NEUs are advised to align their planning to most efficiently invest in this infrastructure.

# Eligible Timing: Costs Incurred by the Recipient

- For the eligible uses described in the previous slides, funds may be used for costs incurred by the recipient beginning on March 3, 2021.
- In some cases, recipients may use the funds for circumstances occurring prior to March 3, 2021. See additional details by eligible use category below.

## Public Health/Negative Economic Impacts

- **Costs can occur before March 3, 2021** (example: rental or utility arrearages from 2020) as long as the **city/town pays the cost after March 3, 2021.**

## Premium Pay

- Recipients may provide premium pay **retrospectively for work performed at any time since the start of the COVID-19 public health emergency.** The city/town must launch the premium pay program after March 3, 2021.

## Revenue Loss

- Lost revenue calculation covers lost revenue for the city/town's **2020 calendar year.** However, use of revenue replacement funds must be for **costs incurred by the recipient after March 3, 2021.**

## Investments in Water, Sewer, and Broadband

- Recipients may use funds to cover costs incurred for eligible projects **planned or started before March 3, 2021,** as long as the specific costs covered by the funds were incurred after March 3, 2021.

\* For more information on this timing consideration, see [Treasury LFRF FAQs updated June 8, 2021](#) – FAQ 4.7 (pages 14-15).

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# Deadlines: Obligations and Expenditures

## Obligations

A commitment to pay a third party based on a contract, grant, loan, or other arrangement.

**12/31/24:** Funds must be *obligated*

## Expenditures

The amount that was obligated has actually been spent, and the good/service has been fully provided.

**12/31/26:** Funds must be *expended*





# Local Fiscal Recovery Fund Additional Requirements

# Requirements that Apply to Federal Funds

## Federal Procurement Rules and Cost Principles

The Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") apply to the LFRF. These include, *but are not limited to*:

- Contracts must follow federal procurement rules and cost principles.
- Cities/towns may enter into Grant Agreements with subrecipients (such as to broadband suppliers, water departments, or school districts that serve multiple NEUs). Cities/towns are responsible for monitoring and reporting on subrecipient use of LFRF funds.
- Single Audit requirements apply to subrecipients who receive *in the aggregate* more than \$750,000 in federal funds for the year.

### For more information:

- For a summary of LFRF-applicable requirements, see the [SAM.gov site specific to Coronavirus State and Local Fiscal Recovery Funds here](#) (see "Compliance Requirements" section).
- For the full text of applicable requirements, see [Title 2, Part 200 of the Code of Federal Regulations here](#).

# Reporting: Additional Webinar Forthcoming

## What we know so far on reporting requirements

### Reporting after initial LFRF request

- After the initial request for funding, an NEU will be required to report the following:
  - NEU Recipient Number (a unique ID code for each NEU assigned by the state to the NEU as part of the request for funding)
  - Copy of signed award terms and conditions agreement
  - Copy of signed assurances of compliance with Title VI of the Civil Rights Act of 1964
  - Copy of actual budget documents validating the top-line budget total provided to the state as part of the request for funding

### Ongoing annual reporting requirement

- NEUs will be required to report to Treasury on the use of funds annually by October 31<sup>st</sup> each year.
- Reporting instructions will be forthcoming. In advance of those instructions, NEUs should maintain detailed financial records and supporting documents for all uses of the LFRF.

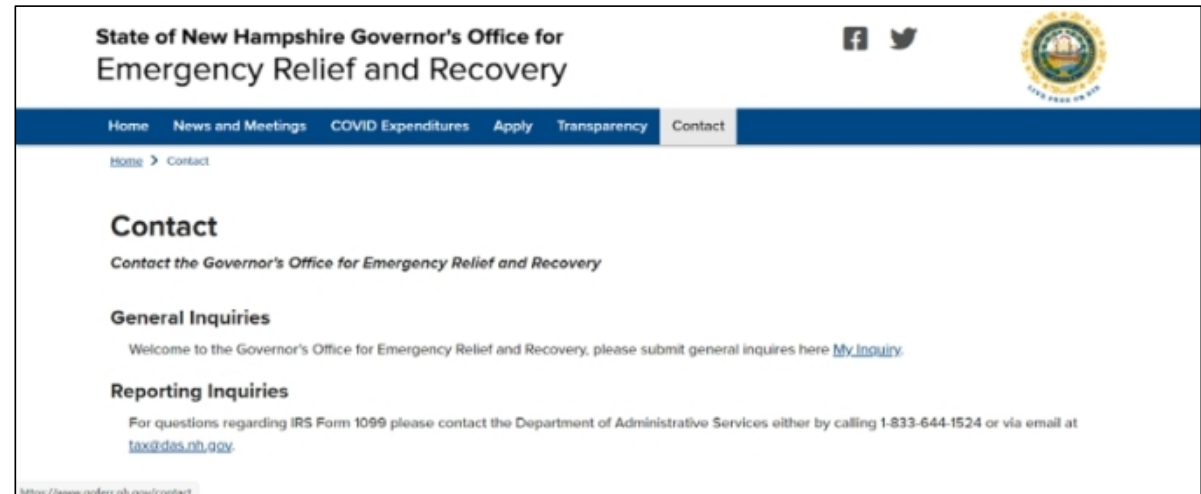
**First NEU reports due on October 31, 2021.**

First reports will cover *obligations* and *expenditures* from receipt of funds through September 30, 2021.

# How NEUs Ask Questions About LFRF \$

## Steps to follow:

- Go to the New Hampshire GOFERR webpage:  
<https://www.goferr.nh.gov/>
- Click the '*Contact*' tab found on the top ribbon of the page
- Under '*General Inquiries*', click on '*My Inquiry*'
- Fill out the '*Inquiry Request*' form
  - Select 'City/Town Funding' from the 'I am reaching out about' dropdown menu
  - Identify yourself as an official of a city/town in your question





# Q&A



Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Scheduled Appointment with Zoning Board of Adjustment  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Town Council  
**Staff Contact:** Nick Germain, Project Coordinator

**BACKGROUND INFORMATION:**

Hooksett's Town Charter requires Town Boards to come before Town Council annually and report on their activity. The Zoning Board of Adjustment's Chairwoman, Anne Stelmach, has requested July 7th to formally brief the council on the Board's efforts, answer questions, and promote coordination between the two bodies.

**FINANCIAL IMPACT:**

N/A

**POLICY IMPLICATIONS:**

N/A

**RECOMMENDATION:**

Listen to the ZBA representatives report. Ask questions as necessary to be informed.

**SUGGESTED MOTION:**

N/A

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Listen to update by ZBA





Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Scheduled Appointment with Planning Board  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Administration  
**Staff Contact:** Donna Fitzpatrick, Human Resource Coordinator

**BACKGROUND INFORMATION:**

Hooksett's Town Charter requires Town Boards to come before Town Council annually and report on their activity. A Planning Board representative will be present at the July 7th meeting to formally brief the council on the Board's efforts, answer questions, and promote coordination between the two bodies.

**FINANCIAL IMPACT:**

N/A

**POLICY IMPLICATIONS:**

N/A

**RECOMMENDATION:**

Listen to the PB representative report. Ask questions as necessary to be informed.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

No recommendation required. Listen to update.



# Town Council

## STAFF REPORT



**To:** Town Council  
**Title:** Todd Rainier, Town Clerk - Pawnbroker and Secondhand Dealers Ordinance 2014-1 & Application - Proposed Amendments  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Town Clerk's Office  
**Staff Contact:** Todd Rainier, Town Clerk

### BACKGROUND INFORMATION:

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

Per Section 3.6 Ordinance of the Town Charter:

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

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

### FINANCIAL IMPACT:

None

### POLICY IMPLICATIONS:

None

### RECOMMENDATION:

Accept proposed amendments to Pawnbroker and Secondhand Dealers Ordinance 2014-1 and Application. Public Hearing completed at Council June 23, 2021 meeting.

### SUGGESTED MOTION:

Motion to accept the Pawnbroker and Secondhand Dealers Ordinance 2014-1 & Application as amended.

### TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

**ATTACHMENTS:**

[PAWNBROKERS PROPOSED REVISION 21](#)

[Pawn License Application PROPOSED REVISION 2021](#)

## **PAWNBROKERS AND SECONDHAND DEALERS**

### **ORDINANCE 2014-1**

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

#### **SECTION 1**

##### **LEGISLATIVE AUTHORITY; PURPOSE.**

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

#### **SECTION 2**

##### **LICENSE REQUIRED.**

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

#### **SECTION 3**

##### **DEFINITIONS.**

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

##### **PAWNBROKER**

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

## **SECONDHAND DEALER**

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

## **SECTION 4**

### **LICENSING AUTHORITY.**

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

## **SECTION 5**

### **LICENSE REQUIRED; APPLICATION REQUIREMENTS.**

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

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

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

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

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

#### *Section 6*

#### Exclusions.

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

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

## Section 7

### TRANSACTION RECORDS.

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

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



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

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

## Section 8

### IDENTIFICATION OF SELLERS REQUIRED; AGE RESTRICTION.

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

## Section 9

### REPORTING OF TRANSACTIONS.

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

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

## Section 10

### INSPECTION OF RECORDS AND PREMISES.

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

## Section 11

### TIME RESTRICTIONS.

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

## Section 12

### REMOVAL OF ARTICLES BY POLICE OFFICERS.

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

## Section 13

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

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

**Town of Hooksett, NH**

## **PAWNBROKER LICENSE**

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

### **DOCUMENTS REQUIRED WITH APPLICATION**

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

### **FEES REQUIRED FOR INITIAL APPLICATION**

\$250.00 nonrefundable application fee

### **TERMS OF LICENSE**

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

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

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

**Town of Hooksett NH  
Pawnbroker License Application**

|  |   |                                 |
|--|---|---------------------------------|
| ALL INFORMATION MUST BE COMPLETED - Illegible and/or incomplete applications will be rejected        | <b>GENERAL INFORMATION</b>  |                                 |
|  | 1. Name of business: _____  |                                 |
|  | 2. Trade name of establishment (d/b/a): _____   |                                 |
|  | 3. Address of Business: _____   |                                 |
|  | 4. Address of premises: _____   |                                 |
|  | 5. Business telephone: _____  |                                 |
|  | 6. Applicant is a:  |                                 |
|  | _____ Sole Proprietorship   | _____ Partnership               |
|  | _____ Corporation   | _____ Limited Liability Company |
|  | <b>SOLE PROPRIETORSHIP INFORMATION</b>  |                                 |
|  | 7. If sole proprietorship, list name, address, and date of birth of proprietor: _____ |                                 |
|  | _____   |                                 |
|  | _____   |                                 |
|  | <b>PARTNERSHIP INFORMATION</b>  |                                 |
|  | 8. If partnership, list name, address, and date of birth of partners: _____           |                                 |
| _____  |   |                                 |
| _____  |   |                                 |
| <b>LIMITED LIABILITY INFORMATION</b>   |   |                                 |
| 9. If limited liability company, list name, address, and date of birth of members and manager: _____ |   |                                 |
| _____  |   |                                 |
| _____  |   |                                 |

|   |   |         |               |          |
|---|---|---------|---------------|----------|
| ALL INFORMATION MUST BE COMPLETED - Illegible and/or incomplete applications will be rejected   | <b>CORPORATION INFORMATION</b>                                      |         |               |          |
|   | 10. If corporation, list name: _____                                |         |               |          |
|   | 11. If corporation, list names, addresses, and dates of birth of:   |         |               |          |
|   | President _____   |         |               |          |
|   | Vice-President _____  |         |               |          |
|   | Treasurer _____   |         |               |          |
|   | Secretary _____   |         |               |          |
|   | Director _____  |         |               |          |
|   | Director _____  |         |               |          |
|   | 12. List all stockholders owning 10% (or more) of the issued stock: |         |               |          |
|   | Name  | Address | Date of Birth | Position |
|   | _____   | _____   | _____         | _____    |
|   | _____   | _____   | _____         | _____    |
|   | _____   | _____   | _____         | _____    |
|   | _____   | _____   | _____         | _____    |
| 13. If stock is pledged, state name and address of person or entity to whom pledged and terms thereof. If additional space is needed, use separate sheet. Attach copies of articles of incorporation and certificate of good standing from the State of NH. (If new corporation, attach certificate and articles of incorporation and organizational minutes.)                                      |   |         |               |          |
| _____   |   |         |               |          |
| _____   |   |         |               |          |
| _____   |   |         |               |          |
| 14. List any other persons who have a direct or indirect financial interest in this business and the percentage of their interest: _____  |   |         |               |          |
| _____   |   |         |               |          |
| _____   |   |         |               |          |
| 15. Has the corporation, any officer, director, manager, stockholder owning or controlling 10% or more of the corporation, member, entity, or person having an interest in the business been adjudicated bankrupt, entered into a "Wage-Earner Plan" pursuant to Chapter XIII of the Federal Bankruptcy Act, or made a general assignment for the benefit of creditors during the past three years? |   |         |               |          |
| ( ) Yes ( ) No If yes, please explain on separate sheet.  |   |         |               |          |

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

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

**FINANCIAL INFORMATION**

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

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

~~27.~~ Cash to be invested:

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

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

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

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

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

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

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

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

**PROPERTY INFORMATION**

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

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

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

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

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

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



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



Town of Hooksett  
Town Council Rules of Procedures  
Adopted as of: 01/10/2001  
Amended as of: 05/12/2021

Resolved by the Town Council of the Town of Hooksett, NH that the following be and hereby are adopted as the Rules of the Hooksett Town Council.

1. The Following Rules shall be adopted by a majority of the Hooksett Town Council and these rules shall become effective immediately upon their adoption.
  - a. Robert's Rules "Parliamentary Law at a Glance" by E.C. Utter should be used as a guide when proper procedure is in question except where modified herein.
  - b. Acceptable Procedure is determined by the acting Chair.
2. Procedures for electing officers are as follows:
  - a. Annually, at the first meeting of the new Town Council:
    1. The Town Clerk shall swear-in all new Councilors as a group.

Note: The Town Administrator shall act in the role of Council Chair from July 1<sup>st</sup> until such time the new Town Council has their first meeting to choose their Chair, Vice Chair and a Secretary. The Town Administrator, as acting Council Chair, shall lead this meeting through Town Council Reorganization – Part I.

The members thereof shall:

2. Choose, from among their members, a Chair, a Vice Chair and a Secretary. In addition to the powers conferred upon the Chair, the Vice Chair and the Secretary, they shall continue to have all the rights, privileges and immunities of a member of the Town Council.
3. Motion that the Town Council confirms by a roll call vote, that the Town of Hooksett will adopt RSA 31:104, 31:105 and 31:106 to provide immunity and indemnify all Town Councilors, other elected officials, employees, agents as well as appointed officials that serve on committees and boards within the Town of Hooksett; specifically covering immunity from civil liability for discretionary acts, according to RSA 31:104, indemnification for costs of defense of civil suits, according to RSA 31:105 and indemnification for civil rights claims, according to RSA 31:106.
4. Motion to have the Town Council Chair sign ancillary documents as agent to expend as a result of Town Council prior approval of the documents.
5. Motion to have the Town Council Chair complete the Council's section of the Annual Report.
6. Motion to have the Town Council Chair complete & sign Tax Deed Waivers.
7. Motion to adopt the Town Council Rules of Procedures.
8. Motion to adopt the Administrative Code (which includes the Investment and Fund Balance Policies).
9. Motion to adopt the Family Services Guidelines.
10. Motion to have the Tax Collector sign payment plans for deedable properties.
11. Motion to have the Town Administrator approve payment plans for deedable properties (Town Administrator cannot forgive interest or principal).
12. Motion to have a Councilor work with Administration to coordinate the annual Town Council Old Home Day booth and Employee Appreciation Picnic



## Town Council **STAFF REPORT**



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**To:** Town Council  
**Title:** Town Council Representative Assignments  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

**BACKGROUND INFORMATION:**

As part of its yearly reorganization, Town Council generally votes on assigning a Councilor to each public body in Town to act as a liaison/representative. In some cases the Councilor assigned has a vote while by statute or custom they do not.

**FINANCIAL IMPACT:**

N/A

**POLICY IMPLICATIONS:**

N/A

**RECOMMENDATION:**

Consider discussing how to divide up responsibilities equitably. In the past, some of the described public bodies have expressed concern about the level of Council interaction they receive and some councilors in the past have reported they're forced to volunteer on too many.

**SUGGESTED MOTION:**

Assign Councilors for main representative positions and alternates as needed.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

**ATTACHMENTS:**

[Council Assignments](#)

| COLUMN 1                                | COLUMN 2               | COLUMN 3       |
|---|------------------------|----------------|
| N COUNCIL ASSIGNMENTS - JULY 7, 2021    |                        |                |
| Chairperson:                            |                        |                |
| Secretary:                              |                        |                |
| Board of Assessors                      |                        |                |
| (1 Year Terms)                          | Member                 | Member         |
|   |                        |                |
|   | Member                 | Alternate      |
|   |                        |                |
| Budget Committee                        | Council Representative | Alternate      |
|   |                        |                |
| Conservation Commission                 | Council Representative | Alternate      |
|   |                        |                |
| Economic Development Advisory Committee | Council Representative | Alternate      |
|   |                        |                |
| Heritage Commission                     | Council Representative | Alternate      |
|   |                        |                |
| Hooksett Youth Achiever of the Month    | Member                 | Member         |
|   |                        |                |
|   | Member                 | Alternate      |
|   |                        | (?)            |
| Parks and Recreation Advisory Board     | Council Representative | Alternate      |
|   |                        |                |
| Planning Board                          | Council Representative | Alternate      |
|   |                        |                |
| Recycling and Transfer Advisory Board   | Council Representative | Alternate      |
|   |                        |                |
| Sewer Commission                        | Council Representative | Alternate      |
|   |                        |                |
| Route 3A TIF District Advisory Board    | Council Representative | Alternate      |
| (Non-voting Currently)                  |                        |                |
| Town Hall Preservation Committee        | Council Representative | Alternate      |
|   |                        |                |
| Zoning Board of Adjustment              | Council Representative | Alternate      |
|   |                        |                |
|   |                        |                |
| MISC. ASSIGNMENTS                       |                        |                |
| Union Negotiations                      |                        |                |
| Fire                                    |                        |                |
| Police                                  |                        |                |
| Public Works                            |                        |                |
| SNHU Subcommittee                       | Representative         | Representative |
| (2 Council Members previously)          |                        |                |
|   |                        |                |

Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Donation of \$250 for Hooksett's Bicentennial by Henry Roy  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

**BACKGROUND INFORMATION:**

Henry Roy, longtime Town volunteer and currently a Trustee of the Trust Funds, has generously submitted a check in the amount of \$250 towards Hooksett Bicentennial celebrations planned for 2022. While the Bicentennial Committee generally believes it has enough funds to put on several significant events and support other efforts throughout the 2021-2022 fiscal year, supplemental donations are expected to be able to be put to great use improving the experience.

**FINANCIAL IMPACT:**

\$250 to the Town, but designated for Bicentennial events

**POLICY IMPLICATIONS:**

None

**RECOMMENDATION:**

Accept the donation

**SUGGESTED MOTION:**

"I motion to accept the donation of \$250 from Henry Roy to the Town of Hooksett for the Bicentennial Committee per RSA 31:95-b."

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur





## Town Council **STAFF REPORT**



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**To:** Town Council  
**Title:** Nominations and Appointments - July 2021  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

### **BACKGROUND INFORMATION:**

On June 23thd, Town Council nominated the following individuals for reappointment to their respective seats on town public bodies:

Kathy Northrup - as a member of the Heritage Commission  
Robert Better - as an Alternate for the Conservation Commission  
Raymond Bonney - as a member of the Recycling and Transfer Advisory Board

### **FINANCIAL IMPACT:**

n/a

### **POLICY IMPLICATIONS:**

n/a

### **RECOMMENDATION:**

Reappoint all candidates

### **SUGGESTED MOTION:**

I motion to reappoint.."

"Kathy Northrup as a member of the heritage Commission to a term expiring 6/30/2024"

"Robert Better as an Alternate to the Conservation Commission to a term expiring 6/30/2024"

"Raymond Bonney as a member of the Recycling and Transfer Advisory Board to a term expiring 6/30/2024,"

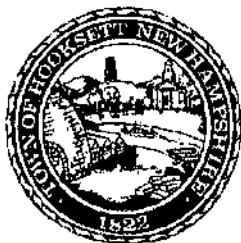
### **TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

### **ATTACHMENTS:**

[July 2021 Applications](#)





## Town of Hooksett

### APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: May 8, 2021

Name: Raymond Bonney Phone: 603.341.4038

Address: 55 Sherwood Dr Hooksett NH 03106

Email Address: bigray-ott@comcast.net

Signature: Raymond Bonney

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

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

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

#### BOARDS, COMMISSIONS & COMMITTEES

Role Preference  
Alternate, Regular, or None?

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

2

How long have you been a resident of Hooksett?

17 years

Why are you seeking this position?

Have been on the board for approximately 10 years and enjoy serving my community.

Do you have any specific goals or objectives?

I am interested in helping the try to save money, improve functions

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

Past working experience with the Salem NH Transfer Station. I am familiar with heavy equipment and trucks

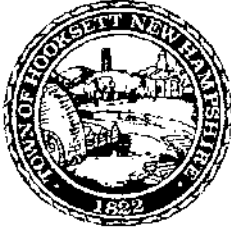
Please list any potential conflicts of interest you may have if appointed for a board or commission:

None

Please list any work, volunteer, and/or educational experience you would like to have considered:  
Member of the Hooksett Kiwanis

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

Current member of the Recycling and Transfer Advisory Board  
New member of the Central Water Prescint Board



## Town of Hooksett

### APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 5/12/21

Name: Kathleen Northrup Phone: 669-8926

Address: 24 Berry Hill Rd

Email Address: kathien24@myfairpoint.net

Signature: Kathleen Northrup

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

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

#### BOARDS, COMMISSIONS & COMMITTEES

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

2

How long have you been a resident of Hooksett?

All my life

Why are you seeking this position?

I have served on the Heritage Commission since it was reactivated in 2003. I'm very proud of what I've been able to accomplish and would like to continue to contribute. I really enjoy the variety of the tasks available—from research, to writing, and even event planning. It's all very interesting. There are not a lot of people working in this area so I feel I can make a difference.

Do you have any specific goals or objectives?

While I feel I have accomplished a lot, there are several projects I would like to wrap up. For example, we conducted many oral history interviews and made them available. I was successful in finding volunteers to transcribe them, but now the transcripts must be proofed and finalized to make them more accessible. There's a history book I'd like to reprint and a couple more markers noting sites of interest I'd like to do. I'd also like to get a start on an update to the 1968 local history book.

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

I have been working in the preservation field since 1997 when I joined the board at Robie's. Since then I've attended many programs and seminars on a wide variety of subjects relating to historic preservation. I have written several successful grant applications for our projects. I am a member of the NH Preservation Alliance and have, over the years, cultivated many contacts there and at the NH Division of Historical Resources and other agencies which I feel have been beneficial to our work in Hooksett. I have been asked on several occasions to participate in panels at their programs.

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

None that I am aware of

Please list any work, volunteer, and/or educational experience you would like to have considered:  
See "special skills/experience" answer above.

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

Heritage Commission Member and Chair since 2003; Solid Waste Advisory Committee 1994-2000; Open Space Plan Committee 2004; Pinnacle Planning Committee 2011-2012; Old Town Hall Preservation Committee 2009-2011, 2013-2018, Chair 2014-2018; Community Center Project Volunteer 2005; Old Home Day Committee Volunteer 2005- 2009; Citizen Search Committee, Town Administrator 2009

In the prior application form there was a section on MEETING ATTENDANCE, which as Chair I find very important. F/y/i, I believe I missed only one meeting during my current term.



## Town of Hooksett

### APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: \_\_\_\_\_

Name: ROBERT T. BETTER Phone: 603-268-0608

Address: 1465 HOOKSETT RD #143 03106

Email Address: bobcheri1@myfairpoint.net

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

\*\*\*\*\*

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

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

\*\*\*\*\*

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

#### BOARDS, COMMISSIONS & COMMITTEES

#### Role Preference

Alternate, Regular, or None?

☒ Conservation Commission

ALTERNATE

☐ Economic Development Advisory Committee

\_\_\_\_\_

☐ Heritage Commission

\_\_\_\_\_

☐ Parks & Recreation Advisory Board

\_\_\_\_\_

☐ Planning Board

\_\_\_\_\_

☐ Recycling & Transfer Advisory Committee

\_\_\_\_\_

☐ Town Hall Preservation Committee

\_\_\_\_\_

☐ Zoning Board of Adjustment

\_\_\_\_\_

☐ Other (Please specify.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2

How long have you been a resident of Hooksett? 13 YEARS

Why are you seeking this position? I AM INTERESTED IN PROMOTING THE UTILIZATION OF TOWN OWNED LAND FOR RECREATIONAL PURPOSES.

Do you have any specific goals or objectives? ASSIST IN THE CREATION & UPKEEP OF THE TRAIL SYSTEM

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

WORKED 14 YEARS WITH LOCAL GOVERNMENT CENTER & PRIMEX AS A CLAIM REPRESENTATIVE HANDLING CLAIMS AGAINST MUNICIPAL ENTITIES. PHOTOGRAPHY.

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

NONE THAT I AM AWARE OF.

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

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

CONSERVATION COMMISSION - PAST 2 1/2 YEARS AS AN ALTERNATE



# Town Council

## STAFF REPORT



**To:** Town Council  
**Title:** Accept the Local Fiscal Recovery Funds in the amount of \$1,522,397.00 of the American Rescue Plan Act in accordance with NH RSA 31:95-b.  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Finance  
**Staff Contact:** Christine Soucie, Finance Director

### BACKGROUND INFORMATION:

The American Rescue Plan Act (ARPA) offers aid to local governments to respond to the COVID-19 emergency and bring back jobs. The Town of Hooksett has until August 18th to apply of the Local Fiscal Recovery Funds in the amount of \$1,522,397.00 of the ARPA. If accepted, the Town will received 50% or \$761,198.43 in a few weeks and the second 50% next year. The Town will also be responsible for the reporting and tracking all Federal Funds related to this program.

There are 5 major categories of eligible uses, each having their own parameters for eligibility and time frames.

- Public Health Expenditures
- Address the negative economic impacts of COVID-19
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

The Town Administrator is currently working with staff to determine the best possible uses of these funds and will bring his recommend to the Town Council for approval.

### SUGGESTED MOTION:

Motion to accept the Local Fiscal Recovery Funds in the amount of \$1,522,397.00 of the American Rescue Plan Act in accordance with NH RSA 31:95-b.

### TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur



# Town Council

## STAFF REPORT



**To:** Town Council

**Title:** Accept Federal Grant Funds (FEMA-PA) awarded to the Town of Hooksett, NH in the amounts of: \$105,426.94 for Hooksett Police Department overtime staffing from July 2020 - December 2020, and \$82,115.03 (Feb. 2021-Apr. 2021) and \$88,247.40 (July 2020- Sept. 2020) for Hooksett Fire-Rescue overtime staffing per RSA 21-P:43.

**Meeting:** Town Council - 07 Jul 2021

**Department:** Fire and Rescue

**Staff Contact:** Regina Howard, Administrative Assistant

### BACKGROUND INFORMATION:

FEMA-Public Assistance Grants were sought to reimburse eligible overtime incurred during the pandemic/public health emergency for both Hooksett Police and Hooksett Fire-Rescue as requested by the Emergency Management Director.

### FINANCIAL IMPACT:

+\$275,789.37

### RECOMMENDATION:

Motion to Accept Federal Grant Funds (FEMA-PA) awarded to the Town of Hooksett, NH in the amounts of: \$105,426.94 for Hooksett Police Department overtime staffing from July 2020 - December 2020, and \$82,115.03 (Feb. 2021-Apr. 2021) and \$88,247.40 (July 2020- Sept. 2020) for Hooksett Fire-Rescue overtime staffing, per RSA 21-P:43.

### SUGGESTED MOTION:

Motion to Accept Federal Grant Funds (FEMA-PA) awarded to the Town of Hooksett, NH in the amounts of: \$105,426.94 for Hooksett Police Department overtime staffing from July 2020 - December 2020, and \$82,115.03 (Feb. 2021-Apr. 2021) and \$88,247.40 (July 2020- Sept. 2020) for Hooksett Fire-Rescue overtime staffing, per RSA 21-P:43.

### TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur



Town Council  
**STAFF REPORT**



---

**To:** Town Council  
**Title:** Comcast Cable Franchise  
**Meeting:** Town Council - 07 Jul 2021  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

**BACKGROUND INFORMATION:**

The Town Administrator and members of Council have been negotiating a new Cable Franchise Agreement with Comcast. The details can be found attached.

**FINANCIAL IMPACT:**

See document.

**POLICY IMPLICATIONS:**

See document.

**RECOMMENDATION:**

Read through the document. Ask questions as necessary. Listen to any verbal reports from the principal negotiators.

**SUGGESTED MOTION:**

Motion for Town Council to sign the Cable Television Franchise Agreement for the Town of Hooksett for the term (8 years) established in the agreement.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Concur

**ATTACHMENTS:**

[Hooksett final 6.15.21](#)

**RENEWAL  
CABLE TELEVISION FRANCHISE  
FOR  
THE TOWN OF HOOKSETT,  
NEW HAMPSHIRE**

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

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*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

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*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

## **HOOKSETT, NH RENEWAL FRANCHISE**

### **INTRODUCTION**

WHEREAS, Comcast of New Hampshire, Inc., (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Hooksett, New Hampshire (hereinafter the "Town" or "Franchising Authority") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on December 16, 2012;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated April 10, 2018 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Town's Town Council, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise; and

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the Town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

## ARTICLE 1

### DEFINITIONS

#### SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, as amended from time to time, and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(b) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Franchisee in the Town , consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d)

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(f) Effective Date – shall mean June 9, 2021.

(g) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(h) Franchising Authority – shall mean the Town Council of Hooksett, New Hampshire, or the lawful designee thereof.

(i) Franchisee – shall mean Comcast of New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(j) Franchise Fee – shall mean the payments to be made to the Franchise Authority and/or other governmental entity or designated Access Provider which shall have the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.

(k) Gross Annual Revenue – shall mean the revenue received by Franchisee from the operation of the Cable System in the Town to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”), including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include fee on subscriber fees, advertising or home shopping revenue, leased access fees, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

(l) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(m) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, public health emergencies civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(n) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(o) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(p) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(q) Public Buildings – shall mean those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(r) Renewal Franchise or Franchise – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(s) Signal – shall mean any transmission which carries Programming from one location to another.

(t) Standard Installation – shall mean the standard two hundred seventy-five foot (275') aerial Drop connection to the existing distribution system.

(u) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(v) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(w) Town – shall mean the Town of Hooksett, New Hampshire.

(x) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(y) Video Programming or Programming – shall mean the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

## **ARTICLE 2**

### **GRANT OF RENEWAL FRANCHISE**

#### **SECTION 2.1 - GRANT OF RENEWAL FRANCHISE**

(a) Pursuant to the authority of RSA 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of New Hampshire, Inc. authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC in force and effect during the period for which this Renewal Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

#### **SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive Renewal Franchise shall be for a period Eight (8) years and shall commence on June 9, 2021 and shall expire at midnight on June 8, 2029.

#### **SECTION 2.3 – RENEWAL OF FRANCHISE**

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated hereunder and by applicable New Hampshire law.

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

#### **SECTION 2.4 – NON-EXCLUSIVITY OF FRANCHISE**

(a) Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises or other similar lawful authorizations to other Cable Service or similar wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within Town; provided, however, that in accordance with RSA 53-C:3-b no such Franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise or other authorization within the Town.

(b) In the event that the Franchisee believes that any additional Franchise or other similar lawful authorization has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee may so notify the Franchising Authority in writing and may request that the Franchising Authority convene a hearing on such issue. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional Franchise or other similar lawful authorization is on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested.

(c) Should the Franchisee demonstrate that any such additional Franchise or other similar lawful authorization has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall amend this Renewal Franchise within a reasonable time.

(d) In the event that Franchisee demonstrates that an existing or future Cable Service or similar wireline based video service provider in the Town has been provided relief by the Franchising Authority from any obligation of its Franchise, then Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of Franchisee's notification to the Franchising Authority requiring

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such relief, unless otherwise mutually agreed to. Franchisee shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its cable television Franchise or other similar lawful authorization. Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested to justify its belief.

#### **SECTION 2.5 - RESERVATION OF AUTHORITY**

Nothing in this Renewal Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. This Franchise is a contract and except as to those changes which are the result of the Franchising Authority's lawful exercise of its general police power, the Franchising Authority may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing signed by the Franchisee and the Franchising Authority. In the event of any conflict between this Franchise and any Franchising Authority ordinance or regulation that is not generally applicable, this Franchise shall control. Notwithstanding any other provision of this Franchise, Franchisee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future

#### **SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS**

(a) If Franchisee desires to install its own poles in the right of way, it shall comply with RSA 72:23, b (1) (A), 231:161 and 160-a. Pursuant to RSA 72:23, b (1) (A), All leases and other



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agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a county, city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

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### ARTICLE 3

#### SYSTEM SPECIFICATIONS AND CONSTRUCTION

##### SECTION 3.1 - AREA TO BE SERVED

- (a) Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile provided however, that any plant extension is measured from the existing Trunk and Distribution System from which a usable Cable Service signal can be obtained and Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is within two hundred seventy-five (275’) feet of the nearest distribution pole line within the Public Way. Upon written request from the Town, Franchisee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Town of the survey results and applicable costs to extend Service to the area.
- (b) Franchisee shall make Cable Service available to multiple dwelling units (MDU) where economically feasible and provided that Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within two hundred seventy-five (275’) feet of Franchisee’s Trunk and Distribution System. For non-Standard Installations Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by

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Franchisee from a contiguous cable television system or currently unserved but could be served by abutting Town/City(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting Town/City.

(c) Installation costs shall conform to the Cable Act. Any dwelling unit within an aerial two seventy-five feet (275 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations unless there is useable conduit already in place and falls within the two hundred seventy-five feet (275 ft) of the Trunk and Distribution System. All non-standard installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

(d) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

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### **SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS**

(a) The parties agree that Franchisee will provide basic cable service to the locations identified in **Exhibit A** and has the right in accordance with applicable law to deduct the fair market value of those services from franchise fees. Comcast will notify the Town if it intends to implement said offset and the fair market value of those services at least 60 days prior to doing so.

(b) Subject to Section 3.3 (a) above, upon written request by the Franchising Authority, Franchisee shall provide one (1) Standard Installation, Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town/City owned Public Buildings, along the Trunk and Distribution System subject to the limitations set forth above. The Franchising Authority or its designee shall consult with a representative of Franchisee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Franchisee install the Service at no charge.

(c) Nothing in this Section shall require Franchisee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**, or to move existing or install additional Drops or Outlets already installed in buildings pursuant to subsection (b) above.

(d) It is understood that Franchisee shall not be responsible for any internal wiring of such Public Buildings.

### **SECTION 3.4 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said converter box.

### **SECTION 3.5 - EMERGENCY ALERT OVERRIDE CAPACITY**

Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

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**ARTICLE 4**  
**TECHNOLOGICAL & SAFETY STANDARDS**

**SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter amended.

(c) Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town/City or any public utility serving the Town/City.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town/City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

**SECTION 4.2 - CABLE LOCATION**

(a) In all areas of the Town/City where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

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(b) In all areas of the Town/City where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits shall be reimbursed to Franchisee in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event that such public or private funds are not available for the project, Franchise reserves the right to pass through such project costs in accordance with applicable law and regulation.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

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### **SECTION 4.3 - REPAIRS AND RESTORATION**

Whenever Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as like or same condition as possible as before entry as soon as practicable. If Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs, and shall notify Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Franchisee upon written demand by the Franchising Authority. However, prior to such repair or restoration the Town/City shall submit a written estimate to Franchisee of the actual cost of said repair or restoration.

### **SECTION 4.4 - TREE TRIMMING**

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town/City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable state law and any Town/City bylaws/ordinances and regulations.

### **SECTION 4.5 - BUILDING MOVES**

In accordance with applicable laws, Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town/City, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

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**SECTION 4.6 – STRAND MAPS**

Franchisee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

**SECTION 4.7 - DIG SAFE**

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

**SECTION 4.8 - DISCONNECTION AND RELOCATION**

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town/City department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) Franchisee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.



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**SECTION 4.9 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town/City shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) Franchisee shall have the right to reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public and municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

**SECTION 4.10 – STANDBY POWER**

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of twenty-four (24) hours upon failure of commercial power.

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## **ARTICLE 5 PROGRAMMING**

### **SECTION 5.1 - BASIC CABLE SERVICE**

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

### **SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 76.1603 of the FCC Rules and Regulations regarding notice of programming changes. Advance notice shall not be required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. Written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600

### **SECTION 5.3 - STEREO TV TRANSMISSIONS**

All Broadcast Signals that are transmitted to Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

### **SECTION 5.4 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with the Franchisee. Rates for use of commercial leased access channels shall be negotiated between Franchisee and the commercial user in accordance

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with federal law. Franchisee shall have no editorial control over the content of programming on leased access channels and is not subject to any liability therefrom.

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## **ARTICLE 6**

### **CUSTOMER SERVICE & CONSUMER PROTECTION**

#### **SECTION 6.1 - CUSTOMER SERVICE**

Franchisee shall comply with applicable customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time.

#### **SECTION 6.2 - CONSUMER COMPLAINTS**

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Franchising Authority, which shall within ten (10) days forward copies of such complaints to the Franchisee. Franchisee will comply with RSA 53-C:3-d and RSA 53-C:3-e.

#### **SECTION 6.3 - SERVICE INTERRUPTIONS**

Under Normal Operating Conditions, in the event that Franchisee's Cable Service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the Cable Service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due.

#### **SECTION 6.4 - PROTECTION OF SUBSCRIBER PRIVACY**

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

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## **SECTION 6.5 – PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

## **SECTION 6.6 - EMPLOYEE IDENTIFICATION CARDS**

All of Franchisee’s employees, including repair and sales personnel and contractors entering private property shall be required to carry an employee identification card issued by Franchisee.

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**ARTICLE 7**  
**PRICES & CHARGES**

**SECTION 7.1 - PRICES AND CHARGES**

(a) Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

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## **ARTICLE 8**

### **REGULATORY OVERSIGHT**

#### **SECTION 8.1 - INDEMNIFICATION**

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. The Franchisee shall not be required to Indemnify the Franchising Authority for any claims resulting from acts of willful misconduct or negligence on the part of the Franchising Authority.

#### **SECTION 8.2 - INSURANCE**

(a) Franchisee shall carry Commercial General Liability insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire protecting, as required in this Renewal Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. (b) Franchisee shall carry insurance against all claims

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arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee. (d) Franchisee shall upon request provide Franchising Authority with certificate(s) of insurance for all policies required herein.

### **SECTION 8.3 - PERFORMANCE BOND**

(a) Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (i) The satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements;
- (iii) The indemnity of the Town; and
- (iv) The satisfactory removal or other disposition of the Cable System.

### **SECTION 8.4 - REPORTS**

Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.



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**SECTION 8.5 - EQUAL EMPLOYMENT OPPORTUNITY**

Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

**SECTION 8.6 - REVOCATION OF FRANCHISE**

Upon written notice, the Franchise issued hereunder may, after due process pursuant to opportunity to cure (Section 8.7) and public hearing held by the Franchising Authority, subject to any other rights available to Franchisee, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 8.3 (Performance Bond) or to maintain insurance as described in Section 8.2 (Insurance);
- (b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;
- (c) For any transfer or assignment of the Renewal Franchise without prior notice to the Franchising Authority in violation of Section 8.8 herein; and
- (d) For repeated failure to comply with the material terms and conditions of this Renewal Franchise.

**SECTION 8.7 - NOTICE AND OPPORTUNITY TO CURE**

In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have ninety (90) days from the receipt of such notice to:

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(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such ninety (90) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 8.7(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 8.7(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 8.7(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 8.7(d) above , then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

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**SECTION 8.8 - TRANSFER OR ASSIGNMENT**

This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority. No notice shall be required, however for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Franchisee in the Franchise or in the Cable System in order to secure indebtedness or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

**SECTION 8.9 - REMOVAL OF SYSTEM**

Upon termination of this Franchise Renewal or of denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

**SECTION 8.10 - INCORPORATION BY REFERENCE**

- (a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Franchise Agreement to the extent that any provision of this Franchise Agreement conflicts with or is inconsistent with such laws, rules or regulations.
- (b) Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

**SECTION 8.11- NO THIRD PARTY BENEFICIARIES**

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal Franchise.

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

## **ARTICLE 9**

### **MISCELLANEOUS**

#### **SECTION 9.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

#### **SECTION 9.2 - FORCE MAJEURE**

If for any reason of force majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, pandemics; epidemics; public health emergencies; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within Franchisee's control.

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

**SECTION 9.3 - NOTICES**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

Town of Hooksett  
Attn: Town Council  
35 Main Street  
Hooksett, NH 03106

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.  
Attn: Government & Community Relations  
5 Omni Way  
Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Relations  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

**SECTION 9.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

**SECTION 9.5 - CAPTIONS**

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

**SECTION 9.7 - APPLICABILITY OF RENEWAL FRANCHISE**

All of the provisions in this Renewal Franchise shall apply to the Town, Franchisee, and their respective successors and assigns.

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 2021.

**TOWN OF HOOKSETT**

By:

\_\_\_\_\_  
Town Council, Chair

\_\_\_\_\_  
Town Council, Vice Chair

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**COMCAST OF NEW HAMPSHIRE, INC.**

By:

\_\_\_\_\_  
Trevor Arp  
Senior Vice President  
Greater Boston Region



*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

**EXHIBIT A**

**PUBLIC BUILDINGS ON THE CABLE SYSTEM**

|                                      |                              |
|--------------------------------------|------------------------------|
| Hooksett Police Department           | 15 Legends Drive, Suite 2    |
| Hooksett Fire Department             | 15 Legends Drive             |
| Hooksett Department Public Works     | 210 West River Road, Suite A |
| Hooksett Recycling & Transfer        | 210 West River Road, Suite B |
| Old Town Hall                        | 16 Main Street               |
| SAU 15                               | 90 Farmer Road               |
| Cawley School                        | 89 Whitehall Road            |
| Hooksett Memorial Junior High School | 1150 Hooksett Road           |
| Hooksett Town Hall                   | 35 Main Street               |
| Hooksett Fire Department             | 8 Main Street                |
| Hooksett Library                     | 1701 Hooksett Road           |
| Underhill School                     | 2 Sherwood Drive             |
| Hooksett Waster Water Facility       | 1 Egawes Drive               |

*Cable Television Renewal Franchise for the Town of Hooksett, NH*  
*Term: June 9, 2021 – June 8, 2029 (8 yrs)*

*Cable Television Renewal Franchise for the Town of Hooksett, NH  
Term: June 9, 2021 – June 8, 2029 (8 yrs)*

**EXHIBIT B**

**PROGRAMMING**

Franchisee shall provide the following broad categories of Video Programming including but not limited to:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.
- Foreign Language Programming



**Town of Hooksett  
Town Council Meeting Minutes  
Wednesday, June 23, 2021**

The Hooksett Town Council met on Wednesday, June 23, 2021, at 6:00 in the Hooksett Municipal Building.

**CALL TO ORDER**

Chair Sullivan called the meeting of 23 Jun 2021 to order at (6:00) pm.

**PROOF OF POSTING**

Chair Sullivan provided provided proof of posting.

**ROLL CALL**

**In Attendance:** Councilor James Sullivan, Councilor Clifford Jones, Councilor Randall Lapierre (arrived at 6:01), Councilor Roger Duhaime (Arrived at 6:22), Councilor David Boutin, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk.

Councilor John Durand Not Present

**PLEDGE OF ALLEGIANCE**

**AGENDA OVERVIEW-** Chair Sullivan gave agenda outline.

**PUBLIC HEARINGS**

***Public Hearing for Pawnbroker and Secondhand Dealers Ordinance 2014-1 & Application - Proposed Amendments***

Chairman Sullivan opened the Public Hearing at 6:03 and read the following Public Hearing Notice: The Hooksett Town Council will be holding a public hearing on Wednesday, June 23, 2021 @ 6:00pm at the Hooksett Town Hall – Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to discuss the proposed revisions to Pawnbrokers and Secondhand Dealers Ordinance #2014-1 and application. This notice is per Chapter 231:132-a of the NH Revised Statutes annotated, and section 3.6 of the Hooksett Town Charter. The full text of the proposed ordinance is available at the Town Clerk's office and via [www.hooksett.org](http://www.hooksett.org) for your inspection. Questions should be directed to the office of the Town Clerk at 485-9534.

Chairman Sullivan invited questions from the public, there being no questions from the Council, or from the public. Public Hearing closed at 8:42 pm.

**SPECIAL RECOGNITION**

**Hooksett Fire-Rescue Department – Swearing in Ceremony**

Fire Chief S. Colburn swore in Andrew Riotto and Nicholas Dumais to the Fire Department for the Town of Hooksett.

***J. Sullivan motioned to unseal a portion of the non-public session minutes from 6/9/21 T. Tsantoulis seconded the motion.***

TC MINUTES

06-23-2021

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**Voted in favor (7-1)**

**C. Karolian abstained from voting as he was not present.**

**Hooksett Municipal Employee - New Hire**

A. Garron announced Peter Flynn as the new Family Services Director.

**PUBLIC INPUT - 15 MINUTES**

John of 142 Hackett Hill Road came and thanked the council for the hard work that they do, he watches the meeting online, and has some grave concerns. He is disgusted with people who volunteer their time trying to get business done. The May 26<sup>th</sup> meeting, he was not happy with. There were 53 min of debate of the full Town Council including members from HR, the Town Administrator. That was 14 people that sat through a 53 min debate. Kids watch these meetings, and it was sickening. Let's please move forward and stop.

**SCHEDULED APPOINTMENTS**

A. Garron received a letter from the Van Horns to discuss the drainage issues on Corriveau Drive. There are some additional issues that we have been made aware of and they are here to discuss today.

K. Van Horn of Corriveau Drive spoke and thanked the town employees. This was a long time coming. Things are draining properly now. Because of this process of what happened the drainage in Corriveau Drive changed and into my driveway. Topsoil has washed away, there was a sink hole, had a curb built, the light post fell over, the driveway is completely washing away at this point. Kevin is now asking for consideration that the town work with him to fix the problems that were caused by these issues. I did nothing improper that caused these issues.

J. Sullivan- we would look to the departments that would address this and they can make their recommendations and directions.

K. Van Horn- we did not create a go forward plan due to the current issues needed to be fixed.

***D. Boutin motioned to direct A. Garron and Bruce Thomas to work with K. Van Horn and investigate the appropriate remedy and cost to address the concerns and report back to the town council the solutions and how we will pay for the repairs; seconded by R. Duhaime.***

**Roll Call Vote #2**

***R. Duhaime Aye***

***J Durand NP***

***C. Jones Aye***

***R. Lapierre Aye***

***A. Walczyk Aye***

***D. Boutin Aye***

***C. Karolian Aye***

***T. Tsantoulis Aye***

***J. Sullivan Aye***

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

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E. Labonte- added that Corriveau Drive is on the paving plan for next year.

**Sue Kunkel & Nancy Gosselin 39 Sterling Drive, Hooksett Kiwanis - September 18, 2021, 5K road race.**

S. Kunkel of the Kiwanis club presented that we have had this race for several years, we have already contacted a number of the neighbors in the area. We have 120 runners and use this as a fundraiser for the Kiwanis. We are here to get permission and approval.

D. Boutin- are you asking or the town to pay for the waste receptacles and the porta potties or asking for the use.

S. Kunkel- we are asking for permission to put them out there.

***D. Boutin moved that the council approve the Kiwanis 5k trail race to be held on September 18, 2021, request based on the presentation and approve requests 1 through 6; A. Walczyk seconded the motion.***

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

**Old Town Hall Preservation Committee - Concept for Use of Old Town Hall**

J. Sullivan- committee is looking for confirmation on what the old Town Hall will be and the intention. The past intention was a meeting house. My direction from the committee is for reaffirmation that the old Town Hall will be for a meeting house.

***D. Boutin motioned that the old Town Hall will be used as a meeting House. T. Tsantoulis seconded the motion.***

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

D. Boutin- I want to encourage the subcommittee to be flexible on this so that we can accommodate as many meetings as possible in that space.

A. Garron- there is still work to be done on design and mapping it out.

**Town Clerk, Todd Rainier and Police Chief, Janet Bouchard - Pawnbroker and Secondhand Dealers Ordinance 2014-1 & Application - Proposed Amendments**

**Town Clerk, Todd Rainier - Civil Forfeiture**

T. Rainer- we are here for the annual dog civil forfeiture. We have had a much greater response to the emails that we send out. This year we mailed out letters for almost 400 unregistered dogs. This was a minimal expense at .51 a letter. We cut that number down to just over 200 dogs in 2 weeks. The list presented today has 204 dogs that are unregistered by our records. We ran out of tags based on last year's numbers. Last year we had 743 dogs unregistered.

***R. Lapierre motioned to sign the warrant authorizing the civil forfeit to commence. T. Tsantoulis seconded the motion.***

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

**Carol Granfield, Municipal Resources Inc.- MRI Presentation on Hooksett Municipal Non-union Wage & Classification Study**

A. Garron- back in January the Board authorized the rate study to commence and that was carried out by MRI. This rate study was for non-union employees. MRI has put together a great report. We have 13 comparable communities that submitted information to the survey.

Carol Granfield of MRI- Gave a brief overview on the project.

J. Sullivan- we are not looking for any motions, only here to accept the report.

***D. Boutin moved to accept the report as presented, T. Tsantoulis seconded the motion.***

**Voted in favor 7-1)**

**R. Lapierre abstained from voting.**

R. Duhaime- do you have anything in this report that makes up for when addressing the pay scale when a department head does or does not have an assistant.

C. Granfield- NO it is not a staffing study. We do not identify staffing issues. Only address pay.

**CONSENT AGENDA.**

**Donation of Village School Conceptual Drawing by SAU 15-**

***R. Lapierre motioned to accept the donation of the Drawing of the Village School valued under \$5,000 from the Hooksett School District to the Town of Hooksett for the Administration Department per RSA 31:95- e.II. D. Boutin seconded the motion.***

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

**Starbucks, 1277 Hooksett Road, Bond Release of \$93,600.00 to the Developer**

***R. Lapierre motioned to release site work bond of \$93,600 for Starbucks at 1277 Hooksett Road to the Mascoma Bank. D. Boutin seconded the motion.***

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

**TOWN ADMINISTRATOR'S REPORT**

A. Garron- the Emergency Order has expired as of June 11<sup>th</sup>. The map that you see now is from the states site. This shows that the # of cases in Hookset have dropped from 11 to (1-4). Fully vaccinated is at 53.5%. I am impressed with the staff and how they reacted. We are moving back in July to the council chambers. Our meetings that allowed for remote access has now expired and have gone back to 91-a. people can still access it remotely. Regular in person meeting are going to be the normal again.



212 Corriveau Drive- loam and seeding of the area has been completed. We are wrapping that up.  
 213  
 214 Pennichuck- after our last meeting letters sent to legal counsel regarding Pennichuck rate increase  
 215 withdrawing from being an intervener.  
 216  
 217 ARPA- Local Fiscal Recovery Funds- A. Garron went over the allowable uses, and that we will be  
 218 receiving 1.5 million in funds. This will be on the July 7<sup>th</sup> agenda. Went over the ineligible uses of the  
 219 funds.  
 220  
 221 Comcast- have met with the representatives from Comcast and based on the areas of the contract that  
 222 we do have some control on, we all read through the old one and contrasted and compared. Legal  
 223 counsel also looked over it and made a minor adjustment in reference to polls. The hope is that we will  
 224 bring back the agreement at the next council meeting to read and act on.  
 225  
 226 R. Duhaime- are there any areas in town that cannot get internet.  
 227  
 228 A. Garron- we did ask that question and they said no.  
 229  
 230 Accident at Cross Road- there was a horrible accident here and as a result we have been receiving  
 231 several emails that the town look at that intersection. There is a heightened concern there.  
 232  
 233 Fire Hydrant issue- the report has been forwarded to the Fire Marshall for review.  
 234  
 235 D. Boutin- as of this afternoon the report has not been sent. I would like to see the report that was sent  
 236 in. consensus is to allow the council has no issues with the council looking at the report. I had  
 237 requested to get what the standard was that he was using that made the 4<sup>th</sup> hydrant necessary. I want  
 238 to get that answer if they did any water flow tests on the other 3 hydrants.  
 239  
 240 C. Jones- the Fire Department does not do flow tests on the hydrants; the water districts do the flow  
 241 tests.  
 242  
 243 D. Boutin- if someone goes before a board for a site plan review who informs them that they need to do  
 244 a flow test?  
 245  
 246 C. Jones- the Fire Departments do not own the hydrants, the districts do.  
 247  
 248 D. Boutin- Motioned that the Town Administrator discuss this matter with the district and see if a water  
 249 flow test was done.  
 250  
 251 J. Sullivan- this does not need a motion; it was required for all questions to be directly brought to the  
 252 Town Administrator.  
 253  
 254 R. Duhaime- would like to know from Manchester water works what the volume and pressure of water  
 255 is.  
 256  
 257 Veterans Park- I would like to invite Police Chief Bouchard up to speak.  
 258  
 259 J. Bouchard- I have contacted A. Garron about complaints that the police are not doing anything. Want  
 260 to let people know that complaining on social media is not a formal complaint and we do not monitor  
 261 social media for complaints. Once nice weather hits people want to go and swim in the river. We get

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262 calls people jumping off from the bridge. What is happening is that the land is not posted no-  
 263 trespassing. The railroad also does not have any no trespassing signs. Even though it is not posted it is  
 264 private property of the railroad and therefore a violation. Not to mention it is an active railroad and very  
 265 dangerous. We can add no parking signs, but the board will need to approve the signs. We could put  
 266 trash cans down there to help with the litter but then that puts more work on the DPW. There needs to  
 267 be more signs.  
 268

269 ***D. Boutin motioned the council to authorize the placement of no parking signs to be determined***  
 270 ***by the Police Chief, Town Administrator and DPW to place appropriate signs at the vicinity of***  
 271 ***Veterans Park and Jacobs Square to address no-trespassing and parking R. Duhaime seconded***  
 272 ***the motion.***  
 273

274 Voted in favor (7-1)  
 275 T. Tsantoulis opposed.  
 276

## 277 NOMINATIONS AND APPOINTMENTS

278  
 279 ***R. Duhaime motioned to appoint Christopher Stelmach as a member of the Planning Board to a***  
 280 ***term expiring 6/30/2024, effective July 1st 2021 and to appoint Cindy Robertson as a member of***  
 281 ***the Conservation Commission to a term expiring 6/30/2024, effective July 1st 2021 and to***  
 282 ***appoint David Scarpetti as a member of the Economic Development Advisory Committee to a***  
 283 ***term expiring 6/30/2024, effective July 1st 2021, and to appoint Richard Bairam as a member of***  
 284 ***the Zoning Board of Adjustment to a term expiring 6/30/2024, effective July 1st D. Boutin***  
 285 ***seconded the motion.***  
 286

287 Voted unanimously in favor (8-0)  
 288

289 ***D. Boutin motioned to waive Town Council's normal rules of Procedures and nominate and***  
 290 ***appoint the following individuals Kathy Northrup as a member of the heritage Commission to a***  
 291 ***term expiring 6/30/2024, effective July 1st 2021 and Robert Better as an Alternate to the***  
 292 ***Conservation Commission to a term expiring 6/30/2024, effective July 1st 2021 and Raymond***  
 293 ***Bonney as a member of the Recycling and Transfer Advisory Board to a term expiring 6/30/2024,***  
 294 ***effective July 1st 2021 R. Duhaime seconded the motion.***  
 295

296 Voted unanimously in favor (8-0)  
 297  
 298

299 J. Sullivan- those watching tonight there are open positions to fill.  
 300

## 301 OLD BUSINESS

### 302 FY 2020-21 Budget Encumbrances

303  
 304  
 305 C. Tewksbury- we were unsure of 3 items of when they were going to come in so we encumbered them  
 306 as a safety net.  
 307

308 C. Karolian – asked about the road paving.  
 309

310 ***D. Boutin motioned to encumber items #14.1 in the amount of \$336,455.97 from the FY 2020-21***  
 311 ***budget under RSA 32:7. T. Tsantoulis seconded the motion.***  
 312

313 Voted unanimously in favor (8-0)

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D. Boutin- asked why roll call was not taken.

J. Sullivan- Because the vote on the encumbrances have already been made.

**NEW BUSINESS**

**DPW Fleet Maintenance Truck Purchase**

*D. Boutin motioned to approve vehicle replacement and purchase a 2022 Ford F-350 pick-up truck from Grappone Ford at a State bid price of \$39,654 with trades. T. Tsantoulis seconded the motion.*

**Roll Call Vote #3**

**D. Boutin Aye**

**C. Jones Aye**

**A. Walczyk Aye**

**J. Durand NP**

**R. Duhaime Aye**

**T. Tsantoulis Aye**

**R. Lapierre Aye**

**C. Karolian Aye**

**J. Sullivan Aye**

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

**ADA Restrooms for Donati Park**

E. Labonte DPW Director- In the past this had come in way over bid. We found a new vendor that came in much better price for us. It will be serviced off the water & sewer. We will do the site work. We have asked for a waiver of a connection fee. This facility will be heated year-round. Parks and ground will service it daily. We have looked into a digital locking system. And we intend to do this at a later date.

D. Boutin- as far as the motion should we include the electric lock. No, we should not, we should look at this later. I think we can do better at an alternate source.

R. Lapierre- what type of hand drying will you have in the bathroom? Paper towels.

E. Labonte- An electric dryer would be \$700 each.

C. Karolian- Did I understand that the bathrooms would be closed on the weekends?

E. Labonte- Yes until we get the electronic door locks.

R. Duhaime- what is the square footage? 23x10 230sf. It is all concrete. Are we going to address the falling light post?

E. Labonte- We may depends on if we own the post.

A. Walzacyk- I am inclined to add the electric hand dryer.

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E. Labonte- We could put them in a later date using our own electrician.

T. Tsantoulis- want to add that this will be ADA compliant.

***R. Duhaime motioned to approve the purchase of "Kodiak" ADA restrooms for Donati Park from CXT Precast Concrete Products to be funded from (1) Public Recreation Facilities Impact Fees (\$38,059.50), (2) Park and Recreation Facilities Capital Reserve (\$38,059.50), and LaMontagne fees from Beaverbrook (\$28,000). R. Lapierre seconded the motion.***

**Roll Call Vote #4**

**A. Walczyk Aye**

**R. Lapierre Aye**

**C. Jones Aye**

**R. Duhaime Aye**

**J. Durand NP**

**C. Karolian Aye**

**T. Tsantoulis Aye**

**D. Boutin Aye**

**J. Sullivan Aye**

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

**Safety Manual Update**

***R. Lapierre motioned to approve changes to the Safety Manual as recommended by Primex. T. Tsantoulis seconded the motion.***

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

**APPROVAL OF MINUTES**

**T. Tsantoulis motioned to approve the public minutes of the June 9, 2021. As amended R. Duhaime seconded the motion.**

Line 376 of the 6/9/21 minutes has been changed to add bicentennial after the word "the"

Line 329 of the 6/9/21 minutes has been changed should clarify R Duhaime as Roger Duhaime and the spelling for Mike Sorel.

Line 333 of the 6/9/21 minutes has been changed should clarify R Duhaime as Roger Duhaime and the spelling for Mike Sorel.

Line 439 of the 6/9/21 minutes D. Boutin motioned to add "Town Vehicles and Use of Personal Vehicles Policy" To the Administrative Code. T. Tsantoulis seconded the motion. Voted in favor (7-1) C. Karolian opposed.

**Voted in favor (7-1)**

**R. Duhaime abstained was not at the meeting.**

**R. Lapierre motioned to approve the non-public minutes of the June 9, 2021. D. Boutin seconded the motion.**

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**Voted in favor (6-2)**  
**R. Duhaime abstained was not at the meeting.**  
**C. Karolian abstained was not at the meeting.**

# **SUB-COMMITTEE REPORTS**

A. Walczyk- Conservation Committee met and the Brook Trail is going to be opening, looking at signs being placed. Ribbon cutting on September 30<sup>th</sup>. Parks N Rec Pavilion construction might be done at end of July. We do want to put signs up at the pavilion will those need to be approved at Town Council. The Lilac Bridge landscape has been completed. The Rail Trail may be looking for Hooksett to participate.

T. Rainer- added that "no alcohol" signs are to be constructed at all parks.

J. Sullivan- Chair can we check the ordinance on that.

T. Tsantoulis- Board of Assessors has been handling several abatement requests. We have not awarded a Hookset Youth Achiever award in sometime. If we have any exemplarily youths, please step forward.

J. Sullivan- Heritage Committee sent a letter on a demo permit. Historical marker created. We welcome volunteers for the Bicentennial Committee. We are looking for parking volunteers. We are way ahead of schedule and looking for donations and corporate sponsors. We have received a donation in the amount of \$850. The Economic Development Committee had a big box developer come in and discuss their struggles and what they are trying to do and their restrictions. Possibly a town slogan to get business into Hooksett.

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

***T. Tsantoulis motioned to enter non-public session of 06/23/2021 at 8:50pm in accordance with NH RSA 91-A:3 II a. The motion was seconded by D. Boutin.***

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

### **Roll Call Vote #5**

***T. Tsantoulis Aye***  
***C. Jones Aye***  
***R. Duhaime Aye***  
***A. Walczyk Aye***  
***R. Lapierre Aye***  
***C. Karolian Aye***  
***J. Durand NP***  
***D. Boutin Aye***  
***J. Sullivan Aye***

***T. Tsantoulis motioned to exit the non-public session of 06/23/2021 at 9:25pm. Seconded by R. Lapierre.***

468 **Voted unanimously in favor (8-0)**

469 *J. Sullivan motioned to seal the non-public session minutes of 06/23/2021 at 9:26 pm. Seconded*  
470 *by T. Tsantoulis.*

471 **Voted unanimously in favor (8-0)**

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473 **ADJOURNMENT**

474 *R. Lapierre motioned to adjourn the public session of 06/23/2021 at 9:29pm. Seconded by T.*  
475 *Tsantoulis.*

476 **Voted unanimously in favor (8-0)**

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478 Respectfully submitted,

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480 *Alicia Jipson*

481 Alicia Jipson

482 Recording Clerk